

**Agreement Between**



**AT&T MIDWEST & AT&T NATIONAL**

***-and-***



**INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS  
SYSTEM COUNCIL T-3**

**With Appendices Between**

**SBC GLOBAL SERVICES, INC.**

***-and-***

**INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS  
LOCAL UNIONS 21, 58, 134 and 494**

**Effective June 23, 2013 through June 24, 2017**

**BENEFIT PLAN TELEPHONE NUMBERS**

**AT&T Benefits Center**

<http://resources.hewitt.com/att>

..... (877) 722-0020

**AT&T Pension Service Center**

[www.netbenefits.fidelity.com](http://www.netbenefits.fidelity.com)

..... (800) 416-2362

**AT&T Integrated Disability Service Center (IDSC)**

..... (866) 276-2278

**AT&T Tuition Aid Office**

[www.acclaris.net](http://www.acclaris.net)

..... (866) 918-9712

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## AGREEMENT

This Agreement is entered into the 23rd day of June, 2013, by and between AT&T TELEHOLDINGS, INC., ILLINOIS BELL TELEPHONE COMPANY, INDIANA BELL TELEPHONE COMPANY, AT&T SERVICES, INC. (collectively referred to as "AT&T Midwest"); and AT&T CORP. and AT&T OPERATIONS, INC. (collectively referred to as "AT&T National") (AT&T Midwest and AT&T National are hereinafter referred to collectively as the "Company"), and the System Council T-3 on behalf of Locals 21, 134, 827, 1269, 1944 2222, 2324 and 2325 of the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, (I.B.E.W.), affiliated with the American Federation of Labor and Congress of Industrial Organizations, (hereinafter referred to collectively as the "Union"). The Company and the Union will be referred to hereinafter as the "Parties". This Agreement shall cover Union-represented Company employees identified in Article 1 – Recognition.

NOW THEREFORE, in consideration of the mutual promises herein contained, the Parties agree as follows:

## ARTICLE 1

### RECOGNITION

- 1.01 The Union hereby certifies that it represents a majority of the present employees to whom this Agreement applies, and that the Union is the acknowledged, designated and selected collective bargaining agent of such employees.
- 1.02 The Company recognizes the Union as the exclusive bargaining agent for those AT&T National employees (excluding confidential, managerial and professional employees all as defined by law) whose current job titles appear in Memorandums of Agreement in Appendix T (TRA1), (CTT1), (CS1), (CS5) and (NSL1), and whose permanent physical reference points are in one of the geographic areas listed in Appendix T, Attachment 1 (Recognition) to this Agreement and who are not in a bargaining unit of another union.
- 1.03 The Company recognizes the Union as the exclusive bargaining agent for those employees of AT&T Midwest in the State of Illinois (excluding that portion of the Southwest District included in 14-RC-7011) and Lake and Porter County, Indiana, whose occupations are represented by the Union and whose titles and locations are listed in Appendix B attached to 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.
- 1.04 The Company further agrees that in the event the work currently performed exclusively within the job titles listed in Appendix B at the locations listed therein, is moved to another Company facility in Illinois (other than in the Southwest District of Illinois currently not represented by the Union) or Lake or Porter County in Indiana, the Company will recognize the Union as the collective bargaining agent for those Company employees in job titles at the new facility which perform the relocated work.

## ARTICLE 2

### DEFINITIONS

#### Types Of Employees

**EMPLOYEE:** Any person designated as active on the payroll of the Company and covered by this Agreement as provided in Article 1 (Recognition). Each employee will be classified as a regular, regular limited term or temporary employee as determined by the Company based on the employment period expectations at the time of hire or reclassification. However, in all cases, employment may be terminated earlier by the Company or the employee.

**REGULAR EMPLOYEE:** One whose employment is expected to be indefinite. A regular employee may be either full-time or part-time.

**REGULAR LIMITED TERM EMPLOYEE:** One hired for a specific project or a limited period with the definite understanding that his/her employment will terminate upon the completion of the project or at the end of the period, and whose employment is expected to continue for more than one (1) year but, unless mutually agreed to by the Company and the Union, not longer than twenty-four (24) months. A regular limited term employee may be either full-time or part-time. A regular limited term employee who is reclassified will be reclassified by job title within a work group, which is applicable to the entity, within the local Union jurisdiction by seniority. A regular limited term employee shall be excluded from the provisions of Article 30 (Training and Employment Security) of this Agreement and all training and retraining benefits, Supplemental Income Protection Program, Reassignment Pay Protection Plan, Relocation Plan, Recall and Reemployment rights, Termination Payments, and Extended Medical Coverage provided thereunder unless otherwise stated within Article 30.

**TEMPORARY EMPLOYEE:** One hired on a daily or weekly basis or for a specific project or a limited period with the definite understanding that his/her employment will terminate upon completion of the daily or weekly assignments or the project or at the end of the period, and whose employment is expected to continue for not more than one (1) year. A temporary employee may be either full-time or part-time. A temporary employee who is reclassified will be reclassified by job title within a work group, which is applicable to the entity, within the local Union jurisdiction by seniority. A temporary employee shall be excluded from the provisions of Article 30 (Training and Employment Security) of this Agreement and all training

and retraining benefits, Supplemental Income Protection Program, Reassignment Pay Protection Plan, Relocation Plan, Recall and Reemployment rights, Termination Payments, and Extended Medical Coverage provided thereunder unless otherwise stated within Article 30.

**FULL-TIME**

**EMPLOYEE:** One regularly scheduled to work the number of days and hours comprising the normal tour.

**PART-TIME**

**EMPLOYEE:** One normally scheduled to work less hours per average month than a comparable full-time employee in the same job title, classification and work group.

**Scheduling & Wage Related**

**For AT&T Midwest Employees in job titles formerly covered by Appendix B, Exhibits 1, 2 and 3 in the Parties' 2004 Collective Bargaining Agreement (CBA), a tour shall be defined in Article 17, Scheduling and Payment For Time Worked.**

**For AT&T Midwest Employees in job titles formerly covered by Appendix B, Exhibits 4 and 5 in the Parties' 2004 CBA, a tour shall be defined as follows:**

**TOUR:** Collectively, the shifts assigned by the Company to be worked in a calendar week. Normally, a tour consists of five (5) shifts totaling forty (40) hours, except as otherwise provided in this Agreement.

**SCHEDULED**

**TOUR:** Total shifts, Sunday through Saturday, assigned by the Company, except as otherwise provided in this Agreement.

**SWING**

**TOUR:** A tour consisting of a combination of day, evening or night shifts.

**For AT&T Midwest Employees in job titles formerly covered by Appendix B, Exhibits 1, 2 and 3 in the Parties' 2004 CBA, a shift shall be defined in Article 17, Scheduling and Payment For Time Worked.**

**For AT&T Midwest Employees in job titles formerly covered by Appendix B, Exhibits 4 and 5 in the Parties' 2004 CBA and AT&T National, unless otherwise defined in the "T" Appendix, a shift shall be defined as follows:**

SHIFT/

SCHEDULED DAY: Except as otherwise provided in this Agreement, a shift will be hours, normally eight (8), assigned by the Company constituting a regular day's work. Necessary shifts may be scheduled over any twenty-four (24) hour period.

**For AT&T Midwest Employees in job titles formerly covered by Appendix B, Exhibits 1, 2 and 3 in the Parties' 2004 CBA, day, evening and night shifts shall be defined in Article 17, Scheduling and Payment For Time Worked.**

**For AT&T Midwest Employees in job titles formerly covered by Appendix B, Exhibits 4 and 5, and AT&T National, unless otherwise defined in the "T" Appendix, day and night shifts shall be defined as follows for purpose of scheduling:**

DAY SHIFT: A shift where all scheduled hours fall between 7:00 a.m. and 7:00 p.m.

NIGHT SHIFT: A shift where any of the scheduled hours fall between 7:00 p.m. and 7:00 a.m.

SUNDAY SHIFT: A shift during which the majority of hours fall on Sunday.

HOLIDAY SHIFT: A shift during which a majority of the hours fall on the observed holiday.

CALENDAR

WEEK: A calendar week begins at 12:01 a.m. on Sunday and ends at midnight the following Saturday

BASIC WEEKLY

WAGE RATE: The wage rate authorized as compensation for a tour on a straight time basis, excluding differentials, overtime payments, premium payments and other extra payments.

BASIC HOURLY

WAGE RATE: One fortieth (1/40) of the basic weekly wage rate.

OVERTIME: See Article 17, Scheduling and Payment For Time Worked.

PREMIUM: The paid rate for all hours worked, other than overtime hours, which are required by this Agreement to be paid at a rate higher than the basic hourly wage rate including applicable differentials. Premium rate will not be paid for hours not actually worked. These premium hours, paid at the premium rate, shall never be used in the calculation of hours of overtime worked.

**Other**

REPORT

LOCATION: The location where an employee normally begins and ends his/her shift.

DETAIL

LOCATION: Any location at which the employee is directed to start and/or end his/her shift other than the employee's Report Location.

WORK

GROUP: The smaller of either the employee's vacation schedule group or overtime group.

DAY: Refers to a calendar day unless otherwise specified under the terms of this Agreement. The twenty four (24) hour period beginning at midnight.

MARKET BUSINESS

UNIT: A functional segment of the business recognized by management at any given time as the appropriate subset of the business for making vice-president level business decisions.

**ARTICLE 3**

**NON-DISCRIMINATION**

- 3.01 In a desire to restate their respective policies, neither the Company nor the Union shall unlawfully discriminate against any employee because of such employee's race, color, religion, sex, age, sexual orientation or national origin, or because the employee is an individual with a disability, a disabled veteran, or a veteran of the Vietnam era or other protected classification recognized by applicable Federal, State or local law.
- 3.02 The use of the masculine or feminine gender, or any titles which connote gender in this Agreement, shall be construed as including both genders and not as a sex limitation.
- 3.03 When a word is used in the singular or plural number, either number, the singular or plural of that word, shall apply.
- 3.04 It is mutually agreed that no discrimination shall be practiced by the Company or the Union against any employee because of membership or non-membership in the Union, or by the Company against any member or officer of the Union because of lawful activities on behalf of the Union.



## **ARTICLE 4**

### **COMPANY - UNION RELATIONSHIP**

- 4.01 The Company and the Union recognize that it is in the best interests of both Parties, the employees and the public that all dealings between them be, and continue to be, characterized by mutual responsibility and respect. To insure that this relationship continues and improves, the Company and the Union, and their respective representatives at all levels, shall apply the terms of this Agreement fairly, in accord with its intent and meaning and consistent with the Union's status as exclusive bargaining representative of all employees in the Unit. Each party shall bring to the attention of all employees in the Unit, including new hires, that their purpose is to conduct themselves in a spirit of responsibility and respect for the measures they have agreed upon to insure adherence to this purpose. Nothing in this Article is subject to the arbitration procedures of this Agreement.

## **ARTICLE 5**

### **NO STRIKE**

- 5.01 It is understood between the Parties that the services to be performed by the employees covered by this Agreement are essential to the operation of the Company and to the health, safety, and welfare of the public, and the Union agrees that it will not authorize or promote any strike or slowdown during the life of this Agreement. The Company agrees that it will not intentionally do anything to prevent the performance of the said services by the said employees insofar as the services are required in the operation of the Company's business.
- 5.02 Should any such employee engage in any strike or slowdown, without the authority and not as the result of the call of the Union, the Parties shall cooperate to enable the Company to carry on its operations without interruption or other injurious effect. It is understood that the Union will not condone participation in a sympathy strike in conjunction with any other personnel of any other employer. Such cooperation on the part of the Union shall include ordering the employees to desist from such strike or slowdown.
- 5.03 This Article is not intended to prohibit employees from honoring a picket line provided that the establishment or maintenance of said picket line is not a violation of any law.

## ARTICLE 6

### UNION SECURITY

- 6.01 Each employee, who is a member of the Union or who is obligated to tender to the Union amounts equal to periodic dues on the effective date of this Agreement, or who later becomes a member of the Union and all persons becoming employees on or after the effective date of this Agreement, shall, as a condition of employment, pay or tender to the Union amounts equal to the periodic dues applicable to members, for the period from such effective date or, in the case of persons becoming employees after the effective date of this Agreement, on or after the thirtieth (30th) calendar day of employment, whichever of these dates is later, until the termination of this Agreement. For the purpose of this Article, "employee" shall mean any member of the bargaining unit.
- 6.02 Each employee who on the effective date of this Agreement was not required as a condition of employment to pay or tender to the Union amounts equal to the periodic dues applicable to members, shall, as a condition of employment, pay or tender to the Union amounts equal to the periodic dues applicable to members for the period beginning thirty (30) calendar days after the effective date of this Agreement, until the termination of this Agreement.
- 6.03 The condition of employment specified above shall not apply during periods of formal separation from the bargaining unit of any such employee but shall reapply to such employee on the thirtieth (30th) calendar day following his/her return to the bargaining unit.
- (A) The term "formal separation" as used above includes transfers out of the bargaining unit, removal from payroll of the Company and leaves of absence of more than one (1) month duration.
- (B) The Company may inform employees and applicants for employment of the rights and obligations under the provisions of this section.
- 6.04 This Article 6 – Union Security shall only apply in those states where permitted by law.

## ARTICLE 7

### UNION DUES DEDUCTIONS

#### **Dues Deductions**

- 7.01 The Company shall make collection of union dues, agency fees and initiation fees through payroll deductions upon receipt of a properly executed authorization signed by the employee for whom the deductions are to be made and shall pay over to the local union each month the total amount thus deducted from all employees. Provided that the authorization form specifically authorizes the collection of dues for periods prior to its submission, the Company shall collect such dues, as required under Article 6, for a period not to exceed four (4) months. Authorization by employees for such deductions shall be in a form mutually acceptable to the Union and the Company.
- 7.02 The Financial Secretary of each local union shall certify the amount of union dues, agency fees and initiation fees to be deducted in each interval by the Company. Such certification shall be made to the Company on or before Friday, the eighth (8th) calendar day preceding the last day of the pay period for which the deduction is to be effective. Mass changes of deduction amounts shall be submitted sixty (60) days or more prior to the month in which such changes are to occur. Deductions from employees' pay shall be made in the first pay period of each month. The Company shall forward such deductions to the Financial Secretary of each local union within six (6) working days, when practicable, following the payday applicable to the payroll period in which the deductions are made. It is understood that the Company will not be liable except to deduct and forward such deductions to the Financial Secretary of the appropriate local union. The Union assumes full responsibility for the disposition of the monies so deducted once they have been forwarded to a local union Financial Secretary.
- 7.03 The Union agrees to indemnify and hold the Company harmless from all claims, damages, costs, fees, or charges of any kind which may arise out of or result from the honoring by the Company of dues or fees deduction authorizations in accordance with the provisions of this Agreement and the transmitting of such deducted dues or fees to a local union.
- 7.04 Cancellation by an employee of such written authorization for payroll deduction shall be in writing and signed by the employee. Upon receipt thereof, the Company shall honor any such cancellations. A copy of such notice shall be sent to the appropriate local union. An employee's authorization shall be deemed automatically canceled if the employee leaves the employ of the Company or is transferred or promoted out of the bargaining unit.

- 7.05 Payroll deduction of dues or fees will be handled as follows:
- (A) Deduction of dues or fees shall be suspended during the period of an employee's leave of absence.
  - (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.
- 7.06 When an employee who has authorized the Company to deduct dues or fees is temporarily promoted to a higher classification within the bargaining unit and is shown on payroll records as being in the higher classification, dues or fees will be based on the higher rate of pay for as long as the employee remains in the higher classification.

**Information Provided To The Union And From The Union**

- 7.07 The Company shall furnish each local union a monthly statement showing the following information for each employee having a dues or fees deduction authorization on file:
- (A) Amount of dues or fees deducted.
  - (B) Union eligible employees for whom the Company has not made a dues or fees deduction and an appropriate explanation.
- In addition, the statement will include a list of employees engaged or transferred by the Company who are eligible for local union membership. Such statement shall show the employee's name, title, NCS date, employee classification, rate of pay, Report Location, Payroll Identification Number (Payroll ID), mailing address and Responsibility Code.
- 7.08 The Union and the Company shall keep each other currently informed of their respective duly authorized representatives and promptly notify each other of any change of such representatives.
- 7.09 It is agreed that any inadvertent omission or error in the preparation of the above records will not be considered a breach of this Agreement.

## ARTICLE 8

### COMMITTEE ON POLITICAL EDUCATION (COPE)

- 8.01 The Company and the Union shall provide for a program and procedure (subject to payroll system capability) whereby eligible employees of the Company may make voluntary contributions through payroll deduction to the Committee on Political Education ("COPE"), a separately segregated political action committee sponsored by the Union.
- 8.02 Eligibility to participate in contributions to COPE through the payroll deduction program is restricted to those employees of the Company who are certified by the Union as eligible to participate under the Federal Election Campaign Act of 1971 and any applicable state laws. Participation by any such employees shall be on a voluntary basis and employees shall be so informed by the person soliciting his/her participation on behalf of the Union. The Union shall be responsible for notifying the Company promptly when any such employee is no longer eligible to participate.
- 8.03 Representatives of the Union may solicit COPE participation of employees who are Union members, on Company premises, but such solicitation shall not occur during working hours. Any such solicitation shall be limited to small groups of employees and of short duration so as not to disrupt the work place.
- 8.04 Eligible employees wishing to participate must complete a payroll deduction authorization card available from a representative of the Union. The Company will provide the Union with a detailed layout of the authorization card suitable for reproduction. The Union at its own expense shall supply authorization cards to employees who are eligible to participate. When completed by the employee, the authorization card will be forwarded by the Union to the payroll office appropriate for that employee. The Union will be responsible for satisfying its own requirements for records retention.
- 8.05 Employee deductions shall be in the minimum amount of fifty cent (\$.50), or ten cent (\$.10) increments thereof, per month. Deductions from employees' pay shall be made each pay period.
- 8.06 The Company shall remit to the Treasurer of COPE, within the third calendar week following the initial deductions and monthly thereafter, the full amount of authorized deductions for the preceding month. In addition, the company shall transmit monthly to the Treasurer of COPE a list of contributors through payroll deduction showing the contributor's name, Local Union and amount contributed.

- 8.07 Any employee's payroll deduction shall cease upon the occurrence of any of the following:
- (A) Termination of a participating employee's employment with the Company.
  - (B) Retirement of a participating employee.
  - (C) Transfer of a participating employee out of the bargaining unit.
  - (D) Receipt in the payroll office of written notice to cancel contributions to COPE, signed by the employee.
  - (E) Receipt in the payroll office of written notice from the Union that an employee is no longer eligible to participate.
  - (F) Leave of absence of a participating employee.
- 8.08 Except as otherwise provided herein, deductions shall continue for employees while receiving disability benefits, or while temporarily promoted to management. No deductions will be made for employees receiving payments under the Supplemental Income Protection Plan (SIPP), or the Long-Term Disability (LTD) Plan.
- 8.09 Deductions shall not be made if the employee has insufficient earnings to contribute to COPE.
- 8.10 As provided for in the regulations of the Federal Elections Commission, the Union will reimburse the Company for the costs of development, implementation, and administration of the payroll deduction system for COPE. The Parties agree that such costs, during the term of this Agreement, have been projected and included, as advance reimbursement, in the amount of the economic settlement contained in this Article, as a debit to the Union and a credit to the Company.
- 8.11 This Article is subject to applicable laws and regulations and shall not be placed in effect where prohibited by any such law or regulation.
- 8.12 The Parties agree that the Company assumes no responsibility other than the collection of contributions pursuant to employee authorization of payroll deductions and forwarding of such amounts collected to COPE. The Union agrees to indemnify the Company and hold it harmless from all claims, damages, costs, and expenses of any kind which may arise in connection with the program covered.
- 8.13 Administrative support, miscellaneous expenses in manpower and supplies in connection with card data entry, problem resolution, remittance efforts to the Union, general maintenance of processes and documentation amounts to approximately \$525.00 per year for the life of this Agreement.

Total estimated cost over life of the Agreement:  $\$525.00 \times 4\text{-years} = \$2,100.00$

- 8.14 Any change in the aforementioned program shall be bargained for by both the Company and the Union.

## ARTICLE 9

### COLLECTIVE BARGAINING PROCEDURES

#### Collective Bargaining

- 9.01 All collective bargaining shall be conducted between authorized representatives of the Union as designated by its Business Manager or by a person empowered to act in the Business Manager's behalf and authorized representatives of the Company as designated by the Vice-President-Labor Relations.
- 9.02 Unless mutually agreed otherwise, up to five (5) authorized representatives on the Union's bargaining team who are Company employees not on leave of absence for Union business, shall be paid by the Company for actual time spent in collective bargaining sessions with the Company's bargaining team, in an amount not to exceed eight (8) hours of his/her basic wage rate per day.
- 9.03 It is the intention of the Company and the Union, with respect to future collective bargaining of replacement agreements, to conduct negotiations in such a manner as to reach a new agreement on or before the termination date of the present Agreement.
- 9.04 Any agreements reached as a result of collective bargaining by representatives of the Parties to this Agreement shall become binding and effective only upon signature of the authorized representatives of the Parties as designated respectively by the Business Manager of the Union and by the Vice-President-Labor Relations of the Company or by persons empowered to act on their behalf.
- 9.05 At least one (1) representative each of the Union and Company who is authorized to execute final and binding agreements shall be in attendance at each collective bargaining meeting unless this requirement is specifically waived on each occasion by authorized representatives of both Parties.
- 9.06 The Business Manager and the Vice-President-Labor Relations of the Company, or persons empowered to act on their behalf in this regard, shall keep each other currently advised in writing of the names of representatives authorized to represent them in collective bargaining negotiations and in the execution of final and binding agreements and shall notify each other immediately of any changes of authorized representatives.
- 9.07 Employees who are granted excused absences for collective bargaining shall receive eight (8) hours of his/her basic wage rate per day spent in collective bargaining with the Company.

9.08 The costs of joint Union-Company conference facilities utilized for collective bargaining shall be shared equally by the Company and the Union.

### **Contract Distribution**

9.09 The Company agrees to have this Agreement printed by a union printer and to provide copies requested by the Union at the time of printing. The Company shall pay for the first eight thousand (8,000) copies requested by the Union at the time of printing. The costs of all additional copies requested by the Union shall be paid for by the Union. The Company shall pay for Company requested copies unless the Company and the Union mutually agree to an exception.

## **ARTICLE 10**

### **BULLETIN BOARDS**

10.01 Subject to the provisions of paragraph 10.02 below, the Company agrees to furnish space, without charge, to erect bulletin boards for the exclusive use of the Union. If practicable, and space permits, the area provided should accommodate boards of approximately 48 x 60 inches. Location of the boards shall be mutually decided upon by the appropriate Union Area Steward, Chief Steward, or Business Representative and the appropriate supervisory levels at places where employees covered by this Agreement work or assemble.

10.02 The Union agrees to post notices about the following matters only: elections, meetings, reports, other official Union business and notices of Union social and recreational activities. The Union agrees not to post or permit to be posted controversial material or material of a derogatory nature regarding the Company or its personnel.

10.03 The Union assumes responsibility for complete compliance with the spirit and intent of the provisions of this Article. If the Company believes that the posted material is not in the spirit and intent of the provisions of this Article, such material shall be brought to the attention of the Business Representative and removed on request. If the Union fails to remove the material it may be removed by the Company.

10.04 The Company shall have the option of providing bulletin boards for the Union's use, without charge.



## ARTICLE 11

### UNION OFFICERS AND REPRESENTATIVES

#### **Promotions & Transfers Of Union Representatives**

- 11.01 The Company agrees that it will not promote or transfer any Local Union officer, Chief Steward/Area Steward, Business Representative/Assistant Business Manager, or Steward, or other equivalent titles of the Union (even though the previously mentioned Union representative is agreeable thereto) which affects the employee's existing status as a duly certified local Union representative of the Union, without first obtaining the consent of the Union. The Company shall give the Union written notice of the proposed promotion or transfer and the Union shall conclusively be presumed to have consented unless, within one (1) week after receipt of such written notification, it advises the Company in writing that it does not consent. The Union shall keep the Company advised in writing of the names of all representatives coming within the scope of this Section at the proper Union-Management level.
- 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.
- 11.03 The above also applies to temporary changes to Report Location of the above mentioned Union representatives which are for a period in excess of thirty (30) days.

#### **Stewards & Orientation**

- 11.04 The Company will recognize Stewards selected in accordance with the Union rules and regulations as the Union representatives of the employees in the respective groups for which they are chosen. The Company also recognizes that the displacing of a Steward is the function of the Union. The Union will notify the Company of the identity of Stewards and, within five (5) working days, of any change in Stewards' status. When practical, Stewards shall not leave their work without notifying their supervisors.
- 11.05 Each newly hired employee will be introduced by a supervisor to the appropriate Local Union representative and the Local Union representative will have up to thirty (30) minutes to confer with the employee. Time spent in such meetings during the employee's regularly scheduled hours shall be paid.
- 11.06 Each transferee will be introduced by their supervisor to the appropriate Local Union representative, however, no additional meeting time will be allowed.

### **Payment For Joint Meeting Time**

- 11.07 For purposes of processing grievances, the Company agrees to permit authorized Union representatives to confer with representatives of the Company without loss of pay during such employees' regularly scheduled working hours. In addition, such employees shall suffer no loss in pay for reasonable time spent during such regularly scheduled working hours in traveling for grievance meetings.
- 11.08 When the Company agrees to meet with a Union representative for purposes other than the processing of grievances and further agrees to pay for the time of the Union representative involved, such time shall be paid in accordance with the terms of this Agreement.
- 11.09 Employees who are excused in accordance with the provisions of this Section and Article 9 (Collective Bargaining Procedures), shall give his/her immediate supervisor reasonable notice of the intended absence and of the probable duration of the absence.

### **Absence For Union Business**

- 11.10 The Company, insofar as work schedules permit, agrees to grant to any employee who is an Officer or properly designated representative of the Union the necessary time off without pay to transact business of the Union, provided that the Company is given reasonable advance notice of such absence.
- 11.11 It is understood that all absences mentioned in this Section pertain to the administration of this Collective Bargaining Agreement unless mutually agreed upon between the Local Union Business Manager and the appropriate Director - Labor Relations.
- 11.12 Excused absences for Union business include absences by Union officers or properly designated representatives of the Union to perform administrative duties concerning their Local. In addition, such duties are understood to include attendance at conventions and training classes associated with those administrative duties, and Telephone Coordination Council meetings, by those officials or by their designated representatives.
- 11.13 Such excused absences do not include absences in connection with organizing activities with other employees, grievance and arbitration proceedings with other employers, or other activities related to the administration of collective bargaining agreements with other employers.

### **Leave Of Absence For Union Business**

- 11.14 Excused absences granted to a Union representative shall not exceed thirty (30) consecutive calendar days or a total of three hundred sixty (360) cumulative scheduled hours in any calendar quarter. Absences in excess of this amount shall not be authorized except by a leave of absence to be applied for by the Union in writing.

- 11.15 Requests for leaves of absence for Union business shall be made as far in advance as possible. Such requests shall be submitted to the appropriate Director - Labor Relations to arrange for approval and such requests shall be granted provided that all eligibility requirements are met. The initial period of such a leave of absence shall not exceed one (1) year, however, at the request of the Union and following similar procedures, it may be renewed on an annual basis. The total combined period of all such leaves of absence will not exceed eighteen (18) years.
- 11.16 The conditions of such leaves of absence for Union business are outlined in a current Memorandum of Agreement between the Parties.
- 11.17 A Union representative upon return from an excused absence or leave of absence shall be reinstated to the same job title or a job title of equal pay to that in which the employee was engaged immediately preceding the absence subject to the provisions of this Agreement relating to layoffs. The employee shall be placed on the payroll at the rate then in effect for his/her assignment and for the period of service which was credited for wage purposes at the start of the leave of absence. No physical or other examination shall be required for reinstatement. However, the Company reserves the right to have such person examined to determine fitness for work or job placement if required by the law or if the Company would also subject any other employee returning from an excused absence or leave of absence to the same examination.

## ARTICLE 12

### PROBLEM RESOLUTION PROCEDURES

#### Union Representation & Notification

- 12.01 At any meeting between a representative of the Company and an employee in which discipline (including warnings which are to be recorded in the personnel file, suspension, demotion or discharge for cause) is to be announced, a Union representative shall be present if the employee so requests. A copy of any non-confidential or non-proprietary documentation used at the meeting shall be provided to the employee at the employee's request.
- 12.02 In the event the Company contemplates the demotion or dismissal for just cause of any employee, the Company shall notify the Business Manager or appointed designee of the Local Union involved and review the facts with the Business Manager prior to the actual demotion or dismissal.
- 12.03 In the event the Company suspends for just cause any employee, the Company shall notify the employee's Chief Steward or Area Representative as soon as practicable, but not later than the close of the next working day, and review the reasons for the suspension.

## **Union - Management Review Board**

- 12.04 The provisions for a Union-Management Review Board (12.04 through 12.09) apply only to AT&T Midwest. After the Company gives notification of a contemplated dismissal for just cause of an employee with six (6) or more months of Net Credited Service, the Union may, within two (2) working days, request that a Union Management Review Board be convened relative to the contemplated dismissal. Such a request by the Union must be made to the appropriate Labor Relations Director.
- 12.05 Within two (2) working days after the Union request is made, the Company shall notify the Union as to the names of the two (2) Company members of the Board, and the Union shall notify the Company as to the names of the two (2) Union Board members.
- 12.06 The Board will meet within fifteen (15) days from the original notification of contemplated dismissal unless extended by mutual agreement. It is the Parties' intent that the employee shall attend the Board meeting except in unusual circumstances and the Union shall advise the employee whose dismissal is contemplated of this intent. The purpose of the Board meeting will be to review the facts that are available concerning the contemplated dismissal and to permit the employee (or in his/her absence, the Union) to present any facts which the employee believes should be brought to the Company's attention when considering the matter and for the Parties to attempt to resolve the issue.
- Union Board members who are employees, will participate in the Board meeting without loss of pay during scheduled working hours when the employee whose dismissal is contemplated is present, unless the Company has requested that the employee not be present at the meeting or unless the Company and the Union mutually agree that uncontrollable circumstances dictate otherwise.
- 12.07 The Parties agree to work together to provide reasonable security for the safety of Board participants when either party determines that a need for such security exists.
- 12.08 If after the meeting of the Board the Company dismisses the employee, any grievance involving the dismissal shall be deemed withdrawn thirty (30) calendar days after the date of dismissal unless the Union elects:
- (A) To advance the matter to impartial arbitration as provided in "Arbitration" following, if the employee was present at the Board meeting; or
  - (B) To advance the matter to Step 3 of the grievance procedure as provided in "Grievance Procedure" following, if the employee was not present at the Board meeting.
- 12.09 In the event that the Union provides the Company with notification of a desire to hold a Union - Management Review Board and no meeting is held, the Union will be notified within fifteen (15) days from the original notification of contemplated dismissal, that either the employee is being dismissed or that circumstances warrant further

investigation. If the employee is so dismissed, the Union may appeal the dismissal under the grievance procedure provided in "Grievance Procedure" following.

### **Grievance Procedure**

12.10 Should differences arise between the Company and the Union regarding the interpretation or application of any of the terms or provisions of this Agreement or should any other grievance or dispute appear, such matters shall be processed according to the grievance procedures set forth in this Section. The Company and the Union recognize and confirm that the grievance procedures set forth in this Section, and, where applicable, "Arbitration" and "Expedited Arbitration" set forth in the Sections following, provide for the mutually agreed upon and exclusive forums for resolution and settlement of employee disputes during the term of this Agreement. Neither the Company nor the Union, its Local or Representatives, will attempt either directly or indirectly by means other than the grievance, arbitration and/or expedited arbitration procedures to bring about the resolution of any issue which is properly a subject for disposition through such procedures. It shall be the objective of both the Company and the Union to settle any grievance promptly and at the lowest step of the grievance procedure.

12.11 Discussion or Settlement of Grievance:

(A) Any individual employee who has a complaint may first consult with his/her immediate supervisor. If the complaint is not resolved then any individual employee or group of employees shall have the right to present grievances to the Company and such grievances may be settled without the intervention of the Union, so long as the settlement is not inconsistent with the terms of this Agreement and provided that the Union has been given an opportunity to be present at such settlement. After an employee has referred a grievance to the Union and the Union representative has so informed the Company that the Union represents that employee, the Company shall not discuss or settle such grievance directly with said employee initiating the grievance unless a Union representative is given an opportunity to be present.

(B) The grievance procedure shall consist of three steps:

Step 1 - A grievance shall be presented to the management representative to whom the aggrieved employee or affected employee group directly reports. All grievances shall be submitted in writing on the appropriate grievance form reflecting the nature of the grievance and specifically identifying the grievant(s) and all articles of this Agreement alleged to have been violated.

Step 2 - A grievance appeal shall be made in writing, using the appropriate written grievance form, to the next higher level management representative or other designated representative of the organization to which the aggrieved employee or affected employee group directly reports.

Step 3 - Notice of a further appeal shall be made in writing to the appropriate Labor Relations Director or other designated Labor Relations Representative.

- (C) Any resolution of a grievance at Step 1, 2 or 3 shall be final and binding for the particular grievance involved, however, a resolution at Step 1 or 2 shall not be used as a precedent by either party.

#### 12.12 Time and Method for Filing Grievances and Appeals:

- (A) No grievance or appeal shall be heard by the Company unless the same has been timely and properly filed as follows:
  - (1) A grievance must be presented in writing by the Union at Step 1 within thirty (30) days (180 days if the facts relevant thereto are a matter of Company record) of the action (or failure to act) which is the subject of the grievance.
  - (2) In the event the grievance is not resolved at Step 1 and the Union wishes to further appeal, such appeal must be made by the Union in writing at Step 2 within thirty (30) days of the receipt of the Company's decision at Step 1.
  - (3) In the event the grievance is not resolved at Step 2 and the Union wishes to further appeal, such appeal must be made by the Union in writing at Step 3 within thirty (30) days of the receipt of the Company's decision at Step 2.
  - (4) In the event the Union fails to advise the Company of its decision to appeal within the thirty (30) day time limit described in A (1), A (2) or A (3) above, the Company's decision will stand and the grievance considered closed.
  - (5) Time limitations set forth in this Section may be extended upon mutual consent of both Parties.
- (B) At any step of the grievance procedure, the Union representative shall set forth, in writing on the appropriate grievance form, the identity of the aggrieved employee involved, a statement of the act or occurrence complained of and the date thereof, the provision of this Agreement alleged to have been violated, and the remedy requested. At Step 3, the Union will send a letter of confirmation to the appropriate Labor Relations Director stating the grievance number; the nature of the grievance; the date, time and location of the action (or failure to act); and the Union representative involved. At Step 3, the Company will provide the Union with a written response to the Union's appeal.
- (C) The decision of the Company at Steps 1, 2 and 3 shall be given to the Union within fourteen (14) days of the close of the grievance meeting, or within a mutually agreed upon later date. Where no decision by the Company is received by the Union within the time period described herein, the grievance shall be considered denied by the Company.

- (D) Upon mutual agreement of the Parties, any single grievance may initially be heard at the third step of the grievance procedure without having been heard at either Step 1 or 2, however, in no event shall Step 3 be omitted or bypassed.

#### 12.13 Grievance Meetings:

- (A) A meeting at any step of the grievance procedure shall be held promptly and not later than fourteen (14) days after presentation of the grievance or notice of appeal unless the Parties mutually agree to a later date. A meeting at any step of the grievance procedure may be recessed and reconvened at a later date if the Parties mutually agree.
- (B) In the absence of agreement for such later or continued date, if such meeting is not held within fourteen (14) calendar days, the grievance shall be considered denied by the Company as of the fourteenth calendar day. The Union may then appeal the grievance to the next step of the grievance procedure.
- (C) All meetings will be held at a mutually agreed time and date. Meetings covered by this Article may take place by teleconference if mutually agreed, videoconference if available, or any other means by which the views of the Parties can be effectively expressed and considered. If a meeting is scheduled to take place in person, the Company will establish the place of the meeting considering the convenience of both parties.

#### 12.14 Union Representation:

The Union agrees to limit the number of Union representatives and aggrieved employees conferring and negotiating employee grievances with Company representatives, as provided in this Section, to those provided below, except that one (1) additional Union representative may be present, when unusual circumstances warrant, and the Union notifies, in advance, the Company representatives at whose level the grievance is being heard:

- (A) Not more than three (3) Union representatives if conferring with a Company representative at Step 1, Step 2 and Step 3.
- (B) The aggrieved employee or employees, as may be jointly agreed to by the Union and the Company representatives at whose level the grievance is being heard.

#### 12.15 Cooperation and Notification:

- (A) Each party recognizes the right of the other to investigate the circumstances surrounding any grievance or accident and agrees to cooperate with the other in such investigations.

- (B) The Company and the Union shall keep each other informed regarding the personnel who are authorized to represent them in grievance and accident investigations.

### **Arbitrable Topics**

- 12.16 The right to invoke arbitration shall extend only to matters which involve:
  - (A) The interpretation or application of any of the terms or provisions of this Agreement, unless excluded by specific provisions of this Agreement.
  - (B) The discipline of an employee with six (6) or more months of Net Credited Service.

### **Arbitration**

- 12.17 An arbitrable matter shall be submitted to arbitration at the request of either party, provided the party seeking arbitration has notified the other party, by letter, within thirty (30) calendar days of the date of the final decision rendered at Step 3 under the grievance procedure or following a Union - Management Review Board dismissal, of its desire for arbitration.
- 12.18 Within seven (7) working days of the Company's receipt of the Union's request for arbitration, the Parties will select an arbitrator by alternately striking names from a randomly assigned "panel" of arbitrators. The method for determining which party will strike first shall be by flip of a coin. There will be thirty (30) such panels each consisting of seven (7) arbitrators who are members of the National Academy of Arbitrators and who have been selected to serve on a panel. The panels will be created by both Company and Union each submitting one hundred and five (105) names. The Company and Union will make blind selections from the pool. The first seven (7) names will comprise Panel 1, and so on for each subsequent panel until all two hundred and ten (210) names are used. In the event an arbitrator is selected from each of thirty (30) panels, the 210 names will be reordered in a random manner for the creation of thirty (30) new panels. The selected arbitrator shall conduct an appropriate hearing concerning the grievance, and render a decision, thereby resolving the grievance. The number of panels provided for in this paragraph may be increased by mutual agreement.
- 12.19 Hearings shall commence as quickly as possible following the designation and availability of the arbitrator and shall be carried to conclusion without unnecessary delay. The Company and the Union shall attempt to agree upon and reduce such issue or issues to writing at or before the commencement of the hearings. The hearing and decision of the arbitrator shall be confined to the issue or issues presented and the arbitrator shall not, as part of any decision, impose upon the Parties any obligation to arbitrate a subject which has not been agreed upon in this Agreement as a topic for arbitration.
- 12.20 The arbitrator shall render the decision in writing within thirty (30) calendar days following receipt of the Parties' briefs and the record in the case is closed. The award of



the arbitrator shall be final and binding upon the Parties, subject to law, and the Company and the Union agree to abide by the decision of the arbitrator.

- 12.21 A grievance which the Union has elected to submit to arbitration under the provisions of this Section will be deemed to have been withdrawn if not submitted for final decision and processed within the time limitations prescribed in this Section. The time limitations set forth in this Section may be extended by mutual agreement.
- 12.22 The arbitrator shall have no authority to add to, subtract from, or change any of the terms of this Agreement.
- 12.23 The compensation and expenses of the arbitrator and the general expenses of the arbitration such as transcripts, hearing rooms, etc., shall be shared equally by the Company and the Union. Each party shall bear the expense of its representatives and witnesses.
- 12.24 In no event shall any retroactive pay treatment extend beyond thirty (30) days (180 days if the facts relevant thereto are a matter of Company record) prior to the date of notice of the grievance appeal in Step 2 of the grievance procedure. Any retroactive pay accorded shall be reduced or offset by all interim earned income, unemployment compensation, termination pay (or similar allowances paid pursuant to any provisions of an applicable agreement or established plan) or disability or pension benefits.

### **Expedited Arbitration**

- 12.25 Any grievance involving the suspension of an individual employee, except those which also involve an issue of arbitrability, contract interpretation, or work stoppage (strike) activity and those which are also the subject of an administrative charge or court action shall be submitted to arbitration under this expedited arbitration procedure within fifteen (15) calendar days after the filing of a request for arbitration. In all other grievances involving disciplinary action which are specifically subject to arbitration, as specified in Section: Arbitration above, both Parties may, within fifteen (15) calendar days after the filing of the request for arbitration, elect to use this expedited arbitration procedure. The election shall be in writing and, when signed by authorized representatives of the Parties, shall be irrevocable. If no such election is made within the foregoing time period, the full arbitration procedure specified in Section: Arbitration above shall be followed.
- 12.26 As soon as possible after this Agreement becomes final and binding, a panel of ten (10) umpires shall be selected by the Parties. Each umpire shall serve until the termination of this Agreement unless his/her services are terminated earlier by written notice from either party to the other. The umpire shall be notified of such termination by a joint letter from the Parties. The umpire shall conclude his/her services by settling any grievance previously heard. A successor umpire shall be selected by the Parties. Umpires shall be assigned cases in rotating order designated by the Parties.

12.27 If an umpire is not available for a hearing within thirty (30) working days after receiving an assignment, the case will be passed to the next umpire in the rotation. If no umpire can hear the case within thirty (30) working days, the case will be assigned to the umpire who can hear the case on the earliest date.

12.28 The procedure for expedited arbitration shall be as follows:

- (A) The Parties shall notify the umpire in writing of the submission within the time specified in paragraph 12.25. The umpire shall notify the Parties in writing of the hearing date.
- (B) Prior to the hearing, the Parties may submit to the umpire a written stipulation of all facts not in dispute.
- (C) The hearing shall be informal without formal rules of evidence and without a transcript. However, the umpire shall be satisfied that the evidence submitted is of a type on which he or she can rely, that the hearing is in all respects a fair one, and that all facts that are reasonably obtainable and necessary to a fair decision are brought before the umpire.
- (D) Each party may submit a brief written summary of the issues raised at the hearing and arguments supporting its position within five (5) working days of the hearing, unless the Parties mutually agree to an extension of time. There will be no extension to the Parties after the written briefs are submitted. The umpire shall render his/her decision within five (5) working days after receiving the brief. The umpire shall provide the Parties a brief written statement of the reasons supporting the decision.
- (E) The umpire's decision shall apply only to the instant grievance, which shall be settled thereby. The Company and the Union agree to abide by the decision. The decision shall not constitute a precedent for other cases or grievances and may not be cited or used as a precedent in other arbitration matters between the Parties unless the decision or a modification thereof is adopted by the written concurrence of the representatives of each party at the third step of the grievance procedure.
- (F) In emergency situations only, the time limits in (A) and (D) above may be extended by agreement of the Parties or at the umpire's request. Such extensions shall not circumvent the purpose of this procedure.
- (G) In any grievance arbitrated under the provisions of this Section, the Company shall under no circumstances be liable for backpay for more than six (6) months (plus any time that the processing of the grievance or arbitration was delayed at the specific request of the Company) after the date of the disciplinary action. Delays requested by the Union in which the Company concurs shall not be included in such additional time. Any backpay awarded shall be reduced or offset by all interim earned income, unemployment compensation, termination pay (or similar

allowances paid pursuant to any provisions of an applicable agreement or established plan), or disability or pension benefits.

- (H) The umpire shall have no authority to add to, subtract from, or modify any provisions of this Agreement.
- (I) The compensation and expenses of the umpire and the general expenses of the expedited arbitration shall be shared equally by the Company and the Union. Each party shall bear the expense of its representatives and witnesses.

## ARTICLE 13

### WAGE ADMINISTRATION

#### **Basic Committed Wages**

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.

#### (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.

### **Wage Deferment**

- 13.02 In the event the job performance of any employee is unsatisfactory to the Company and the Company contemplates the deferment of an employee's regular scheduled progression wage increase, the Company shall notify, in writing, such employee and the employee's Steward at least fifteen (15) days before the beginning of the payroll period in which the increase was to become effective.
- 13.03 The deferred increase shall not affect the employee's wage guide treatment date for future progression increases.
- 13.04 Should any employee claim that a wage consideration within the established wage progression scheduled had been improperly withheld, the matter will, at the request of the Union, if made within forty-five (45) calendar days of such deferment, be subject to the provisions of the grievance procedure as set forth in Article 12.

### **Demotion / Downgrade / Lateral Transfer**

- 13.05 An employee who is demoted, downgraded or laterally transferred shall be given the appropriate title for the work to be performed and receive the following wage treatment:
- (A) If at maximum, the employee will be placed at maximum on the new schedule. No employee will be given a wage rate greater than the maximum on the new schedule.
  - (B) If in progression, place on the wage schedule step for the new title which allows full wage experience credit from the old wage schedule. The employee's wage schedule treatment date will not change.
- 13.06 A move from a current job title to a new job title will be considered a “lateral move” when the maximum basic weekly wage rate of the employee’s new job title is within Ten Dollars (\$10), plus or minus, of the maximum weekly wage rate for the employee’s current job title.

### **Impact Of Absence On Wage Increases**

- 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 receive no credit on the wage progression consideration interval for the period of absence in excess of thirty (30) days.

### **Promotional Increases/Upgrades**

- 13.08 An employee promoted shall be given the appropriate title for the work to be performed and receive the following promotion wage treatment:
- (A) If at maximum, place on the nearest wage schedule step for the new title which results in a higher rate of pay. If this increase is less than Ten Dollars (\$10) per week, give one additional wage step increase. The effective date of the promotion shall become the new wage schedule treatment date.
  - (B) If in progression, place on the nearest wage schedule step for the new title which results in a higher rate of pay. The employee's wage schedule treatment date will not change.

## **ARTICLE 14**

### **NET CREDITED SERVICE & SENIORITY**

- 14.01 Net Credited Service shall mean "term of employment" as set forth in the pension plan applicable to employees covered by this Agreement.
- 14.02 Except as set forth in paragraphs 14.03 and 14.04 seniority shall be determined by the Net Credited Service of the employee affected. Where two (2) or more employees have the same Net Credited Service, the employee with the lowest last four (4) digits of social security number shall be considered the most senior. If two or more employees have the same last four social security number digits, the lowest middle two digits of the social security number will determine seniority. If numbers are identical to this point, the employees will be arranged alphabetically by last name.
- 14.03 An AT&T Midwest management employee who moves into the bargaining unit shall be granted seniority in the following manner.
- (A) An employee previously covered by any Ameritech, SBC or AT&T Collective Bargaining Agreement shall immediately be granted the amount of seniority established as of the date the previous bargaining unit employment ended. After he or she accumulates an additional twenty-four (24) consecutive months of seniority within the bargaining unit, the employee shall be credited with seniority equal to his/her total Net Credited Service (plus any additional seniority credited under paragraph 14.02 above).
  - (B) An employee not previously covered by any Ameritech, SBC or AT&T Collective Bargaining Agreement shall be credited with seniority equal to his/her total Net Credited Service after he or she accumulates an additional twenty-four (24) consecutive months of seniority within the bargaining unit (plus any additional seniority credited under paragraph 14.02 above).

- 14.04 A person hired for employment shall be regarded as a probationary employee until they have established seniority with the Company. Such employee may acquire seniority by working six (6) consecutive months on work covered by this Agreement, at which time the employee will be automatically credited with six (6) months seniority.

## ARTICLE 15

### JOB CLASSIFICATIONS AND PROMOTIONS

#### New Job Titles & Job Classifications

- 15.01 Whenever the Company determines it appropriate to create a new job title or job classification in the bargaining unit or, if mutually agreed, to restructure or redefine an existing one, it shall provide sixty (60) days advance notice of that action to the Union. Such notice shall include the job title or classification, a job description of the duties for such job title or classification and the initial wage rates and schedule for such job title or classification. Following such notice, the Company may proceed to staff such job title or classification.
- 15.02 Within thirty (30) days from receipt of such notice, the Union may initiate negotiations concerning the initial wage rates or schedules which the Company has established for the new job title or classification, a redefined job title, or restructured job title. If negotiations are not so initiated, the initial wage rates and schedules set by the Company shall remain in effect.
- 15.03 If negotiations are initiated pursuant to paragraph 15.02 above, and if agreement is reached between the Parties within sixty (60) days following the Union's receipt of notice from the Company concerning the initial wage rates and schedules, the agreed upon wage rates and schedules shall be implemented as of the date of such agreement.
- 15.04 If negotiations are initiated pursuant to paragraph 15.02 above, and the Parties are unable to reach agreement on a schedule of wage rates for the new job title or classification within sixty (60) days following the Union's receipt of notice from the Company, the Union may, within thirty (30) days of the expiration of the sixty (60) day period for negotiations, demand that the issue of an appropriate schedule of wage rates for the new job title or classification be submitted for resolution to a neutral third party, to be selected by mutual agreement from among those who possess acknowledged expertise in the area of employee compensation. Such neutral third party shall be an individual or an enterprise engaged in the business of determining employee compensation.
- 15.05 The Parties may submit all evidence deemed relevant to the issue to the neutral third party. At the request of either party, a hearing with transcript (in the case of an individual neutral third party) or meetings (in the case of an enterprise) shall be held to receive such evidence. In the event the Parties agree on an enterprise to resolve the dispute, all meetings with representatives of the enterprise shall be attended by Company and Union

representatives and copies of documents submitted by one party to the enterprise shall be given to the other party. Union representatives at hearings and meetings will not be paid by the Company. Any such hearing or meeting shall be held within thirty (30) days after the matter is referred to the neutral third party, who shall render a written decision as to an appropriate schedule of wage rates for the new job title or classification within sixty (60) days of the date that the matter is first referred for resolution.

- 15.06 In the event the neutral third party determines that a different schedule of rates is appropriate, the new schedule shall be placed in effect as of the date of the neutral third party's decision.
- 15.07 All costs associated with the resolution of the dispute by the neutral third party (fees, transcript costs, hotel, travel, etc.) shall be shared equally by the Parties.
- 15.08 The procedures set forth in this Section shall be the exclusive means by which the Union may contest the schedule of wage rates which the Company sets for any new job title or classification.
- 15.09 The time limits set forth in this Section may be waived by agreement of the Parties.

### **Promotion and Refusal Of**

- 15.10 When a vacancy occurs in a higher rated job title, employees with the greatest seniority shall be given full consideration before an appointment or transfer is made. However, seniority shall not be the governing factor and shall not prevent the transfer or appointment of an employee with less seniority, whose ability or qualifications are greater than that of the senior employee under consideration for the work in the higher rated job title. The Company will weigh very carefully the ability and qualifications of the employees with seniority together with his/her availability as to location before making these appointments.
- 15.11 Should an employee decline a promotion, such action by the employee shall have no effect on that employee's future promotion.
- 15.12 Promotional increases shall be granted employees upon transfer to a higher title classification. Such increases will be granted at the beginning of the biweekly payroll period starting on or after the date of promotion.

## **ARTICLE 16**

### **BENEFITS**

- 16.01 Except as specifically provided in this Article 16, no change shall be made in the terms of the existing plans, programs, and policies which are referenced in this Article or their successor Plans which would reduce or diminish the benefits or privileges provided

thereunder as they apply to employees represented by the Union without the consent of the Union.

The means for fulfilling the terms of this Article may be the Company's adoption of its own plan(s) and associated plan document(s) or participation in equivalent plan(s) having plan document(s) that include, for bargained-for employees, the benefits agreed to be provided pursuant to this Article and substantially the terms, provisions and conditions under which such benefits are to be provided.

The sole remedy for issues with respect to the validity or amount of any claim for benefits is the claim and appeal process as defined in the individual benefits plans and programs. The Parties agree to the plans and programs described below. Copies of the plan documents, Summary Plan Descriptions ("SPDs") and Summary of Material Modifications ("SMMs") of these plans, policies and programs have been provided to the Union. If there is any difference between these SPDs and the ERISA plans or programs (including amendments thereto), the plan texts shall govern.

For purposes of this Article only, including Attachment A (applicable to AT&T Midwest) and B (applicable to AT&T National):

- The term "IBEW Core Bargained Employees" includes AT&T Midwest and AT&T National employees covered by this Agreement as well as job titles in Appendix C;
- IBEW Core Bargained Employees hired/rehired on or before August 8, 2009 shall be referred to as "Current Employees";
- IBEW Core Bargained Employees hired/rehired or transferred into the 2009 Collective Bargaining Agreement (including transfers to a job title under Appendix C) after August 8, 2009 and on or before June 22, 2013 shall be referred to as "2009 New Hires". "2009 New Hires" shall also include individuals who were classified as Temporary or Regular Limited Term Employees as of August 8, 2009 and who were subsequently reclassified to Regular Employee status during the term of the 2009 Collective Bargaining Agreement. In addition, any Employees hired/rehired or transferred into the Sales Consultant title on or before June 22, 2013 shall be referred to as "2009 New Hires";
- IBEW Core Bargained Employees hired/rehired or transferred into the 2013 Collective Bargaining Agreement (including transfers to a job title under Appendix C) after June 22, 2013 shall be referred to as "2013 New Hires";
- Current Employees who are laid off, excluding Employees in titles under Appendix C, who are recalled and whose service is immediately bridged will be treated as Current Employees. 2009 New Hires who are laid off, excluding Employees in titles under Appendix C, who are recalled and whose service is immediately bridged will be treated as 2009 New Hires;
- Current Employees, 2009 New Hires and 2013 New Hires shall be referred to collectively as "Employees"; and



- Employees who terminate employment during the term of this Agreement and who meet the applicable requirements to be eligible for post-retirement benefits are referred to as “Eligible Retired Employees”.

The Memorandum of Agreement – Benefits Rules for Movement (Memorandum) provides specific rules regarding benefits for Employees who move among job titles. The provisions of the Memorandum take precedence over the provisions of this Article 16 with respect to Employees addressed in the Memorandum.

## 1. HEALTH AND WELFARE BENEFIT PLANS

- (A) Effective January 1, 2014, Current Employees, 2009 New Hires and 2013 New Hires shall be eligible to participate in the benefit plans, programs and policies identified in the chart below by an X, with the plan terms, conditions and provisions which were in effect on June 22, 2013, as described in the applicable SPDs and SMMs, except as noted herein.

### i. AT&T Midwest

<b>Plan/Program/Policy</b>	<b>Current Employees</b>	<b>2009 New Hires</b>	<b>2013 New Hires</b>
Ameritech Comprehensive Health Care Plan – plan name change expected 2 <sup>nd</sup> qtr. 2013 to AT&T Midwest Bargained Employee and Eligible Former Bargained Employee Medical Program	X	X	X
AT&T Dental Plan (management provisions)	X	X	X
AT&T Vision Plan (management provisions)	X	X	X
AT&T CarePlus – A Supplemental Medical Plan (plan name change expected 2 <sup>nd</sup> qtr. 2013 to AT&T CarePlus – A Supplemental Benefit Program )	X	X	X
AT&T Medical and Group Life Insurance Plan – Group Life Insurance	X	X	X
AT&T Supplementary Group Life Insurance Program	X	X	X
AT&T Dependent Group Life Insurance Program	X	X	X
AT&T Consolidated Long-Term Care Insurance Plan (closed to new entrants as of 5/1/2012)	X	X	
AT&T Flexible Spending Account Plan	X	X	X
AT&T Health Reimbursement Account Program	X	X	
AT&T Midwest Disability Benefits Program	X	X	X
Midwest Leaves of Absence Policy	X	X	X
AT&T Commuter Benefit Program	X	X	X
AT&T Adoption Reimbursement Program	X	X	X
AT&T Employee Assistance Plan expected 2 <sup>nd</sup> quarter 2013 name change to AT&T Employee Assistance Program	X	X	X
AT&T Voluntary Benefits Platform*	X	X	X

\*The Company may unilaterally modify the AT&T Voluntary Benefits Platform from time to time or discontinue without further discussions with the Union.

ii. AT&T National

Plan/Program/Policy	Current Employees	2009 New Hires	2013 New Hires
AT&T Medical Expense Plan for Occupational Employees (plan name change expected 2 <sup>nd</sup> qtr. 2013 to AT&T Corp. Employee Medical Program) includes Employee Assistance Program	X	X	X
AT&T Dental Plan (management provisions)	X	X	X
AT&T Vision Plan (management provisions)	X	X	X
AT&T CarePlus – A Supplemental Medical Plan (plan name change expected 2 <sup>nd</sup> qtr. 2013 to AT&T CarePlus – A Supplemental Benefit Program )	X	X	X
AT&T Medical and Group Life Insurance Plan – Group Life Insurance	X	X	X
AT&T Supplementary Group Life Insurance Program	X	X	X
AT&T Dependent Group Life Insurance Program	X	X	X
AT&T Consolidated Long-Term Care Insurance Plan (closed to new entrants as of 5/1/2012)	X	X	
AT&T Flexible Spending Account Plan	X	X	X
AT&T Health Reimbursement Account Program	X	X	
Legacy AT&T Disability Benefits Program	X	X	X
AT&T Commuter Benefit Program	X	X	X
AT&T Adoption Reimbursement Program	X	X	X
AT&T Voluntary Benefits Platform*	X	X	X

\*The Company may unilaterally modify the AT&T Voluntary Benefits Platform from time to time or discontinue without further discussions with the Union.

- (B) Employees, including newly eligible Employees, and Eligible Retired Employees (as provided for in Article 16.01(1)(D)) shall continue to participate in the same benefit plans, programs and policies on the same terms and conditions which were in effect on June 22, 2013, until the benefits identified in Article 16.01(1)(A) above become effective, subject to changes to benefits resulting from the operation of existing plan provisions and amendments necessary to comply with changes in the law.
- (C) Effective second quarter 2013, AT&T CarePlus – A Supplemental Medical Plan is expected to be renamed “AT&T CarePlus – A Supplemental Benefit Program” and effective January 1, 2014 will be restructured to include additional benefits determined by the Company to be beneficial to the plan participants, as those additional benefits may change from time to time. The Company may unilaterally modify or discontinue any additional benefits without further discussions with the Union.
- (D) Employees who terminate employment with the Company during the term of this Agreement and are eligible for post-retirement medical coverage under the terms of the medical program the Employee was eligible for as an active Employee as of the date of termination, will be eligible, during the term of this Agreement, for coverage under the following, as applicable:
- i. For AT&T Midwest: Ameritech Comprehensive Health Care Plan (AT&T Midwest Bargained Medical plan name change expected 2<sup>nd</sup> qtr. 2013), AT&T CarePlus – A

Supplemental Benefit Program, AT&T Dental Plan (management provisions), AT&T Medical and Group Life Insurance Plan – Group Life Insurance, AT&T Retiree Vision Care Program, and AT&T Consolidated Long-Term Care Insurance Plan (current participants only), subject to changes to benefits resulting from the operation of existing plan provisions and amendments necessary to comply with changes in the law, and with the exceptions identified in Attachment A; or

- ii. For AT&T National: AT&T Medical Expense Plan for Occupational Employees (AT&T Corp. Employee Medical Program plan name change expected 2<sup>nd</sup> qtr. 2013) excluding the Employee Assistance Program, AT&T CarePlus – A Supplemental Benefit Program, AT&T Dental Plan (management provisions), AT&T Medical and Group Life Insurance Plan – Group Life Insurance, AT&T Retiree Vision Care Program, and AT&T Consolidated Long-Term Care Insurance Plan (current participants only), subject to changes to benefits resulting from the operation of existing plan provisions and amendments necessary to comply with changes in the law, and with the exceptions identified in Attachment B.

Nothing in this Article 16.01(1)(D) shall be construed to provide benefits for any period subsequent to the term of this Agreement or for any employee other than those referenced above who terminate employment during the term of this Agreement.

- (E) Attachment A and Attachment B provide a summary of certain plan, program and/or policy terms, conditions and provisions, including any which are exceptions to terms, conditions and provisions described in the applicable SPDs and SMMs as well as any which differ among groups of employees eligible to participate in a particular plan, program or policy, such as the applicable deductible or copayment amount. If there are discrepancies between the specific information provided in Attachment A or Attachment B, and the plan documents, SPDs or SMMs, the information provided in Attachment A or Attachment B, as applicable will govern. It is understood that certain benefits are subject to change to comply with implementation of the Patient Protection and Affordable Care Act (PPACA) and associated regulations and agency guidance. The Company will notify the Union of the changes the Company makes to conform the benefits under this Agreement with final regulations and guidance under PPACA and any amendment determined to be necessary due to changes in the law. Should any of these changes require bargaining, all other terms and provisions of the 2013 Collective Bargaining Agreement will remain in effect through expiration.

## **2. PENSION AND SAVINGS BENEFIT PLANS**

- (A) Current Employees, excluding those working in Appendix C,

Except as provided in this Article, Current Employees, but excluding those working in Appendix C, shall continue to participate in the following pension and savings benefit plans, programs, and policies on the same terms and conditions which were in effect on June 22, 2013:

i. AT&T Midwest

a. Midwest Program (the “Midwest Program”) of the AT&T Pension Benefit Plan

I. Current Employees who continue to participate in the Midwest Program will be eligible for the following pension band increases:

- 1.0% effective January 1, 2014
- 1.0% effective January 1, 2015
- 1.0% effective January 1, 2016
- 1.0% effective January 1, 2017.

II. Effective on and after January 1, 2012 and as currently provided for under the Midwest Program, any Lump Sum form of payment available under the Midwest Program shall be calculated using the following definition of Actuarial Equivalence:

- Applicable Mortality Table: the applicable mortality table determined in accordance with Internal Revenue Code §417(e)(3)(B) and associated regulations; and
- Applicable Interest Rate: the monthly interest rate which, when compounded, equals the effective annual rate of interest as determined in accordance with Internal Revenue Code §417(e)(3)(C) and associated regulations, based on the Program’s lookback month and stability period

**Phased Schedule**

For the purposes of applying the Applicable Interest Rate in this Article 16.01(2)(A)(i)(a)(II) (herein referred to as “New”), the phase-in schedule shall be as illustrated below:

% “New”	% Prior	Effective Date
25%	75%	1/1/2012
50%	50%	1/1/2013
75%	25%	1/1/2014
100%	0%	1/1/2015

b. AT&T Savings and Security Plan

ii. AT&T National

a. AT&T Legacy Bargained Program (the “ALB Program”) of the AT&T Pension Benefit Plan

I. Current Employees who continue to participate in the ALB Program will be eligible for the following increases to the Pension Band Monthly Benefit Tables as well as the Pension Band Credit Table used for the cash balance feature:

- 1.0% effective January 1, 2014
- 1.0% effective January 1, 2015
- 1.0% effective January 1, 2016
- 1.0% effective January 1, 2017

b. AT&T Retirement Savings Plan

(B) Current Employees working in Appendix C job titles, 2009 New Hires and 2013 New Hires,

Except as provided below, Current Employees working in Appendix C job titles classified as Regular Employees, 2009 New Hires and 2013 New Hires (excluding 2009 New Hires and 2013 New Hires working in Appendix C job titles but not classified as Regular Employees) shall continue to participate in the following pension and savings benefit plans, programs and policies on the same terms and conditions which were in effect on June 22, 2013.

i. AT&T Midwest

a. Bargained Cash Balance Program #2 of the AT&T Pension Benefit Plan

- I. Effective January 1, 2014, the basic benefit credits added to the cash balance account will be increased by increasing the age credit factor by 1% such that the age credit factor shall be as follows:

Age	Age Credit Factor
Less than 30	1.77%
30-36	2.27%
37-43	2.78%
44-49	3.28%
50 and older	4.04%

b. AT&T Retirement Savings Plan

ii. AT&T National

a. Bargained Cash Balance Program #2 of the AT&T Pension Benefit Plan

- I. Effective January 1, 2014, the basic benefit credits added to the cash balance account will be increased by increasing the age credit factor by 1% such that the age credit factor shall be as follows:

Age	Age Credit Factor
Less than 30	1.77%
30-36	2.27%
37-43	2.78%
44-49	3.28%
50 and older	4.04%

b. AT&T Retirement Savings Plan

- 16.02 Unless the Parties mutually agree, there shall be no negotiations concerning changes in the Plans during the period of this Agreement. Such negotiations shall not extend more than thirty (30) days following such mutual agreement.
- 16.03 Neither the Benefit Plans, their administration nor the terms of a proposed change in the plans are subject to the grievance or arbitration procedures of this Agreement.
- 16.04 Disputes involving the true intent and meaning of this Article may be submitted to the grievance and arbitration procedures of this Agreement.
- 16.05 The Company will provide the Union with another copy of the Benefit Plans upon execution of this Agreement.

**IBEW System Council T-3 Benefits Outline Summary**

*Attachment A*

Provision	Current Employees, 2009 New Hires and 2013 New Hires																																																									
<b>Active Employees</b>	<b>AT&amp;T Midwest and SBC Global Services, Inc.</b>																																																									
Effective Date(s)	Health & Welfare: 1/1/2014																																																									
<b>Eligibility</b>	<b>2013 New Hires, 2009 New Hires and Current Employees</b>																																																									
<b>For Medical, Dental, Vision, CarePlus, and Life Insurance (unless otherwise specified)</b>	<p>Follow provisions of the applicable plan:                      Medical – No change from current plan except for plan name change expected 2<sup>nd</sup> qtr. 2013 to AT&amp;T Midwest Bargained Employee and Eligible Former Bargained Employee Medical Program                      Dental – AT&amp;T Dental Plan (management provisions)                      Vision – AT&amp;T Vision Plan (management provisions)                      Disability – AT&amp;T Midwest Disability Benefits Program                      CarePlus – name change expected 2<sup>nd</sup> qtr. 2013: AT&amp;T CarePlus - A Supplemental Benefit Program                      Life Insurance – no change from current plan</p>																																																									
<b>Health Reimbursement Account (HRAs)</b>	<b>2013 New Hires, 2009 New Hires and Current Employees</b>																																																									
	<p>None.</p> <p>Note: No additional Company crediting. Current Employees and 2009 New Hires who have remaining account balances will continue to have access to those account balances subject to provisions of the Program.</p>																																																									
<b>Medical</b>	<b>2013 New Hires, 2009 New Hires and Current Employees</b>																																																									
<b>Plan</b>	<p>Ameritech Comprehensive Health Care Plan</p> <p>Note: Plan Name change expected 2<sup>nd</sup> qtr. 2013 – AT&amp;T Midwest Bargained Employee and Eligible Former Bargained Employee Medical Program</p> <p>The Company will continue to provide fully insured coverage options such as HMOs at the discretion of the Company.</p> <p>No change from current plan except as provided below:</p>																																																									
<b>Dependent Eligibility</b>	<p><b>2013 New Hires, 2009 New Hires and Current Employees</b></p> <p>No change from current plan except as provided below:</p> <p>Elimination of Sponsored Child Classification.</p>																																																									
<b>Eligibility for Company Subsidy</b>	<p><b>2013 New Hires, 2009 New Hires and Current Employees</b></p> <p>No change from current plan.</p>																																																									
<b>Active (Full-Time) Monthly Contributions</b>	<p><b>2013 New Hires</b></p> <p>Contribution Amounts for those hired before 1/1/2014</p> <table border="0"> <tr> <td></td> <td>2014</td> <td>2015</td> <td>2016</td> <td>2017</td> </tr> <tr> <td>Ind</td> <td>\$130</td> <td>\$135</td> <td>\$ 90</td> <td>\$105</td> </tr> <tr> <td>Fam</td> <td>\$280</td> <td>\$290</td> <td>\$195</td> <td>\$225</td> </tr> </table> <p>Contribution Amounts for those hired on or after 1/1/2014 and before 1/1/2015</p> <table border="0"> <tr> <td></td> <td>2014</td> <td>2015</td> <td>2016</td> <td>2017</td> </tr> <tr> <td>Ind</td> <td>\$130</td> <td>\$135</td> <td>\$150</td> <td>\$105</td> </tr> <tr> <td>Fam</td> <td>\$280</td> <td>\$290</td> <td>\$320</td> <td>\$225</td> </tr> </table> <p>Contribution Amounts for those hired on or after 1/1/2015</p> <table border="0"> <tr> <td></td> <td>2015</td> <td>2016</td> <td>2017</td> </tr> <tr> <td>Ind</td> <td>\$135</td> <td>\$150</td> <td>\$155</td> </tr> <tr> <td>Fam</td> <td>\$290</td> <td>\$320</td> <td>\$335</td> </tr> </table> <p><b>2009 New Hires and Current Employees</b></p> <p align="center">Contribution Amounts</p> <table border="0"> <tr> <td></td> <td>2014</td> <td>2015</td> <td>2016</td> <td>2017</td> </tr> <tr> <td>Ind</td> <td>\$ 45</td> <td>\$ 70</td> <td>\$ 90</td> <td>\$105</td> </tr> <tr> <td>Fam</td> <td>\$ 95</td> <td>\$150</td> <td>\$195</td> <td>\$225</td> </tr> </table>		2014	2015	2016	2017	Ind	\$130	\$135	\$ 90	\$105	Fam	\$280	\$290	\$195	\$225		2014	2015	2016	2017	Ind	\$130	\$135	\$150	\$105	Fam	\$280	\$290	\$320	\$225		2015	2016	2017	Ind	\$135	\$150	\$155	Fam	\$290	\$320	\$335		2014	2015	2016	2017	Ind	\$ 45	\$ 70	\$ 90	\$105	Fam	\$ 95	\$150	\$195	\$225
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IBEW System Council T-3 Benefits Outline Summary

Attachment A

Provision	Current Employees, 2009 New Hires and 2013 New Hires																				
<b>Active (Part-Time) Monthly Contributions</b>	<u>2013 New Hires, 2009 New Hires and Current Employees</u> No change from current plan.																				
<b>Definition of Pay</b>	<u>2013 New Hires, 2009 New Hires and Current Employees</u> No change from current plan.																				
<b>Annual Deductibles</b>	<p><u>2013 New Hires, 2009 New Hires and Current Employees</u> For 2014-2017:</p> <table border="0"> <tr> <td></td> <td style="text-align: center;"><u>Network/PPO and ONA</u></td> <td style="text-align: center;"><u>Non-Network/ Non-PPO</u></td> </tr> <tr> <td>Ind</td> <td style="text-align: center;">\$ 500</td> <td style="text-align: center;">\$1,300</td> </tr> <tr> <td>Fam</td> <td style="text-align: center;">\$1,000</td> <td style="text-align: center;">\$2,600</td> </tr> </table> <p>Annual Deductible Provisions: No change from current plan.</p>		<u>Network/PPO and ONA</u>	<u>Non-Network/ Non-PPO</u>	Ind	\$ 500	\$1,300	Fam	\$1,000	\$2,600											
	<u>Network/PPO and ONA</u>	<u>Non-Network/ Non-PPO</u>																			
Ind	\$ 500	\$1,300																			
Fam	\$1,000	\$2,600																			
<b>General Copay/Coinsurance</b>	<u>2013 New Hires, 2009 New Hires and Current Employees</u> No change from current plan.																				
<b>Office Visit Copay / Coinsurance</b>	<u>2013 New Hires, 2009 New Hires and Current Employees</u> No change from current plan.																				
<b>Urgent Care Facility/Professional Services Copay / Coinsurance</b>	<u>2013 New Hires, 2009 New Hires and Current Employees</u> No change from current plan.																				
<b>Emergency Room Facility/Professional Services Copay / Coinsurance</b>	<u>2013 New Hires, 2009 New Hires and Current Employees</u> No change from current plan.																				
<b>Hospital Inpatient/Outpatient Facility/Professional Services Copay / Coinsurance</b>	<u>2013 New Hires, 2009 New Hires and Current Employees</u> No change from current plan.																				
<b>Tests (all tests including x-ray, radiology, lab test, etc) Copay / Coinsurance</b>	<u>2013 New Hires, 2009 New Hires and Current Employees</u> No change from current plan.																				
<b>Mental Health/Substance Abuse (MH/SA) Copay / Coinsurance</b>	<u>2013 New Hires, 2009 New Hires and Current Employees</u> No change from current plan.																				
<b>Annual Out-of-Pocket Maximums (OOP)</b>	<p><u>2013 New Hires, 2009 New Hires and Current Employees</u></p> <table border="0"> <tr> <td></td> <td colspan="4" style="text-align: center;"><u>Out-of-Pocket Maximum Amounts (excluding Annual Deductible)</u></td> </tr> <tr> <td></td> <td style="text-align: center;"><u>2014 Network/PPO/ONA</u></td> <td style="text-align: center;"><u>2014 Non- Network/Non- PPO</u></td> <td style="text-align: center;"><u>2015-2017 Network/ PPO/ONA</u></td> <td style="text-align: center;"><u>2015-2017 Non-Network/ Non- PPO</u></td> </tr> <tr> <td>Ind</td> <td style="text-align: center;">\$1,700</td> <td style="text-align: center;">\$ 5,100</td> <td style="text-align: center;">\$2,000</td> <td style="text-align: center;">\$ 6,000</td> </tr> <tr> <td>Fam</td> <td style="text-align: center;">\$3,400</td> <td style="text-align: center;">\$10,200</td> <td style="text-align: center;">\$4,000</td> <td style="text-align: center;">\$12,000</td> </tr> </table> <p>Out-of-Pocket Maximum provisions: No change from current plan.</p>		<u>Out-of-Pocket Maximum Amounts (excluding Annual Deductible)</u>					<u>2014 Network/PPO/ONA</u>	<u>2014 Non- Network/Non- PPO</u>	<u>2015-2017 Network/ PPO/ONA</u>	<u>2015-2017 Non-Network/ Non- PPO</u>	Ind	\$1,700	\$ 5,100	\$2,000	\$ 6,000	Fam	\$3,400	\$10,200	\$4,000	\$12,000
	<u>Out-of-Pocket Maximum Amounts (excluding Annual Deductible)</u>																				
	<u>2014 Network/PPO/ONA</u>	<u>2014 Non- Network/Non- PPO</u>	<u>2015-2017 Network/ PPO/ONA</u>	<u>2015-2017 Non-Network/ Non- PPO</u>																	
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**IBEW System Council T-3 Benefits Outline Summary**

*Attachment A*

Provision	Current Employees, 2009 New Hires and 2013 New Hires
<b>Prescription Drug Program (Rx)</b>	<p><u>2013 New Hires, 2009 New Hires and Current Employees</u></p> <p>Deductible: None.</p> <p>Out-of-Pocket Maximum for 2014-2017: Ind \$ 1,200 Fam \$2,400</p> <p>Retail – Network Copays: (Up to 30-day supply, limited to 2 fills for maintenance)</p> <p align="center"><u>2014-2017</u></p> <p>Generic \$10 Formulary \$35 Non-Formulary \$60</p> <p>Retail – Non-Network Copays Participant pays the greater of the applicable Network copay or balance remaining after the plan pays 75% of Network retail cost.</p> <p>Mail Order Copays: (Up to 90-day supply)</p> <p align="center"><u>2014-2017</u></p> <p>Generic \$ 20 Formulary \$ 70 Non-Formulary \$120</p> <p>The following provisions will apply:</p> <ul style="list-style-type: none"> <li>• Mandatory mail order for maintenance Rx – Applies after second fill at retail.</li> <li>• Specialty pharmacy program</li> <li>• Personal Choice – 100% participant-paid</li> <li>• Mandatory Generic</li> </ul>
<b>Employee Assistance Program (EAP)</b>	
<b>Plan</b>	<p><u>2013 New Hires, 2009 New Hires and Current Employees</u> No change from current plan except for plan name change expected 2<sup>nd</sup> qtr. 2013 to AT&amp;T Employee Assistance Program.</p>
<b>Visit Limit</b>	<p><u>2013 New Hires, 2009 New Hires and Current Employees</u> Up to 5 visits per issue per year.</p>
<b>Disability</b>	
<b>Plan</b>	<p><u>2013 New Hires, 2009 New Hires and Current Employees</u> AT&amp;T Midwest Disability Benefits Program</p>
<b>Short Term Disability (STD)</b>	<p><u>2013 New Hires, 2009 New Hires and Current Employees</u> No change from current plan.</p>
<b>Long-Term Disability (LTD)</b>	<p><u>2013 New Hires, 2009 New Hires and Current Employees</u> No change from current plan.</p>
<b>Leaves of Absence (LOAs)</b>	
<b>Plan</b>	<p><u>2013 New Hires, 2009 New Hires and Current Employees</u> Midwest Leaves of Absence Policy with the addition of the Company Initiated Leave of Absence.</p>
<b>Types of LOAs</b>	<p><u>2013 New Hires, 2009 New Hires and Current Employees</u> No change except for the addition of the Company Initiated Leave of Absence.</p>
<b>Dental</b>	
<b>Plan</b>	<p><u>2013 New Hires, 2009 New Hires and Current Employees</u> AT&amp;T Dental Plan (management provisions)</p> <ul style="list-style-type: none"> <li>• Dental PPO</li> <li>• DHMO (available at the discretion of the Company)</li> </ul>
<b>Eligibility</b>	<p><u>2013 New Hires, 2009 New Hires and Current Employees</u> Company subsidy begins on first day of the month in which 6 months net credited service (NCS) is attained (also referred to as term of employment (TOE)).</p>

**IBEW System Council T-3 Benefits Outline Summary**

*Attachment A*

Provision	Current Employees, 2009 New Hires and 2013 New Hires								
<b>Active (Full-Time) Monthly Contributions</b>	<p><u>2013 New Hires, 2009 New Hires and Current Employees</u> Dental PPO or DHMO (if available) for 2014-2017:</p> <table style="margin-left: 40px;"> <thead> <tr> <th></th> <th style="text-align: center;"><u>Contribution Amounts</u></th> </tr> </thead> <tbody> <tr> <td>Ind</td> <td style="text-align: center;">\$ 3</td> </tr> <tr> <td>Ind +1</td> <td style="text-align: center;">\$ 9</td> </tr> <tr> <td>Fam</td> <td style="text-align: center;">\$16</td> </tr> </tbody> </table>		<u>Contribution Amounts</u>	Ind	\$ 3	Ind +1	\$ 9	Fam	\$16
	<u>Contribution Amounts</u>								
Ind	\$ 3								
Ind +1	\$ 9								
Fam	\$16								
<b>Active (Part-Time) Monthly Contributions</b>	<p><u>2013 New Hires, 2009 New Hires and Current Employees</u> Based on Scheduled hours/week:  <ul style="list-style-type: none"> <li>• Greater than or equal to 20 hours = 50% of full cost of coverage.*</li> <li>• Less than 20 hours = 100% of full cost of coverage* with no Company subsidy.</li> </ul> <p>* Note: Calculation of the full cost of coverage is subject to change from time to time at the Company's discretion.</p> </p>								
<b>Deductible</b>	<p><u>2013 New Hires, 2009 New Hires and Current Employees</u> Network and ONA: \$25 per individual per year Non-Network: \$50 per individual per year</p>								
<b>Annual Maximum Benefit</b>	<p><u>2013 New Hires, 2009 New Hires and Current Employees</u> Network and ONA: \$1,750 per individual* Non-Network: \$1,300 per individual*</p> <p>*Not to exceed \$1,750 combined Network/Non-Network</p>								
<b>Orthodontic Lifetime Maximum</b>	<p><u>2013 New Hires, 2009 New Hires and Current Employees</u> Network and ONA: \$2,000 per individual* Non-Network: \$1,400 per individual*</p> <p>*Not to exceed \$2,000 combined Network/Non-Network</p>								
<b>Coverage Levels</b>	<p><u>2013 New Hires, 2009 New Hires and Current Employees</u> Dental PPO Coinsurance</p> <p>Class I (Diagnostic/Preventive): Network and ONA*: 100%, Ded. Waived Non-Network**: 100%, Ded. Waived</p> <p>Class II (Basic restorative – fillings, extractions, periodontal treatment/maintenance): Network and ONA*: 90%, after deductible Non-Network**: 70%, after deductible</p> <p>Class III (Major restorative – crowns, dentures, bridgework): Network and ONA*: 80%, after deductible Non-Network**: 50%, after deductible</p> <p>Class IV (Orthodontia): Network and ONA*: 80%, after deductible Non-Network**: 50%, after deductible</p> <p>Notes: *For ONA, paid at Network contracted rate. **For Non-Network paid based on reasonable and customary amounts.</p>								
<b>Outside Network Area (ONA)</b>	<p><u>2013 New Hires, 2009 New Hires and Current Employees</u></p> <ul style="list-style-type: none"> <li>• ONA benefit provided to employees who reside in a zip code which does not meet the network standards.</li> <li>• ONA benefits are equivalent to PPO Network benefits.</li> <li>• Enrollees who are in Network will be offered the PPO option only.</li> <li>• Enrollees who are located outside the Network zip code criteria will be offered the ONA option only.</li> </ul>								
<b>Vision</b>									
<b>Plan</b>	<p><u>2013 New Hires, 2009 New Hires and Current Employees</u> AT&amp;T Vision Plan (management provisions) Note: AIT Vision Plus Plan (Option 2) eliminated.</p>								
<b>Eligibility</b>	<p><u>2013 New Hires, 2009 New Hires and Current Employees</u> Company subsidy begins on first day of the month in which 6 months net credited service (NCS) is attained (also referred to as term of employment (TOE)).</p>								

## IBEW System Council T-3 Benefits Outline Summary

*Attachment A*

Provision	Current Employees, 2009 New Hires and 2013 New Hires								
<b>Active (Full-Time) Monthly Contributions</b>	<p><u>2013 New Hires, 2009 New Hires and Current Employees</u> For 2014-2017:</p> <table style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;"><u>Contribution Amounts</u></th> <th></th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">Ind</td> <td style="text-align: center;">\$2.50</td> </tr> <tr> <td style="text-align: center;">Ind +1</td> <td style="text-align: center;">\$5.00</td> </tr> <tr> <td style="text-align: center;">Fam</td> <td style="text-align: center;">\$7.00</td> </tr> </tbody> </table>	<u>Contribution Amounts</u>		Ind	\$2.50	Ind +1	\$5.00	Fam	\$7.00
<u>Contribution Amounts</u>									
Ind	\$2.50								
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Fam	\$7.00								
<b>Active (Part-Time) Monthly Contributions</b>	<p><u>2013 New Hires, 2009 New Hires and Current Employees</u> Based on Scheduled hours/week:</p> <ul style="list-style-type: none"> <li>• Greater than or equal to 20 hours = 50% of full cost of coverage*.</li> <li>• Less than 20 hours = 100% of full cost of coverage* with no Company subsidy.</li> </ul> <p>* Note: Calculation of the full cost of coverage is subject to change from time to time at the Company's discretion.</p>								
<b>Coverage Levels</b>	<p><u>2013 New Hires, 2009 New Hires and Current Employees</u></p> <p><b>Exam:</b> 1 exam per 12 months</p> <ul style="list-style-type: none"> <li>• Network: \$0 Co-Pay</li> <li>• Non-Network: \$28 allowance towards exam cost</li> </ul> <p><b>Frame Allowance:</b> 1 pair per 12 months</p> <ul style="list-style-type: none"> <li>• Network: \$130 allowance towards frame cost</li> <li>• Non-Network: \$30 allowance towards frame cost</li> </ul> <p><b>Lenses Allowance:</b> 1 set per 12 months Network: \$0 Co-pay/co-insurance Covers std. plastic lenses: Single, Bi-focal, Tri-focal, Lenticular, Progressive + Polycarbonate at 100% Non-Network: \$30-\$80 allowance towards lenses</p> <p><b>Contact Lenses Allowance:</b> Allowance per 12 months Network: \$150 allowance Non-Network: \$150 allowance</p> <p><b>2<sup>nd</sup> Pair Benefit:</b> Network Only: Allows for a 2<sup>nd</sup> pair of glasses or contact lenses allowance after the first pair benefit is utilized, per 24 months.</p>								
<b>Flexible Spending Account (FSA)</b>									
<b>Plan</b>	<p><u>2013 New Hires, 2009 New Hires and Current Employees</u> No change from current plan, except those that are mandated by healthcare reform legislation (PPACA).</p>								
<b>Contribution Minimum/Maximums</b>	<p><u>2013 New Hires, 2009 New Hires and Current Employees</u> No change from current plan, except those that are mandated by healthcare reform legislation (PPACA).</p>								
<b>CarePlus</b>									
<b>Plan</b>	<p><u>2013 New Hires, 2009 New Hires and Current Employees</u> Change name to "AT&amp;T CarePlus – A Supplemental Benefit Program" expected 2<sup>nd</sup> qtr. 2013</p>								
<b>Monthly Contributions</b>	<p><u>2013 New Hires, 2009 New Hires and Current Employees</u> No change from current plan.</p>								
<b>General Benefits</b>	<p><u>2013 New Hires, 2009 New Hires and Current Employees</u> Expand benefits which may be offered under CarePlus to include any benefits determined by the Company to be beneficial to Plan participants. Company retains the unilateral right to change, modify, amend and discontinue the expanded benefits offered under CarePlus.</p>								
<b>Life Insurance</b>									
<b>Plan</b>	<p><u>2013 New Hires, 2009 New Hires and Current Employees</u> No change from current plan.</p>								
<b>Active Benefits</b>	<p><u>2013 New Hires, 2009 New Hires and Current Employees</u> No change from current plan except as provided below:</p> <p>Accelerated Death Benefit – Available when life expectancy is 24 months or less. Minimum Distribution: 25% of total life insurance benefit. Maximum Distribution: lesser of 75% of total life insurance benefit or \$1M.</p> <p>Note: Contribution amounts are subject to annual adjustments.</p>								
<b>Definition of Pay</b>	<p><u>2013 New Hires, 2009 New Hires and Current Employees</u> No change from current plan.</p>								
<b>Long-Term Care</b>									
<b>Plan</b>	<p><u>2013 New Hires, 2009 New Hires and Current Employees</u> AT&amp;T Consolidated Long-Term Care Insurance Plan</p>								

IBEW System Council T-3 Benefits Outline Summary

Attachment A

Provision	Current Employees, 2009 New Hires and 2013 New Hires
<b>Coverage</b>	<p><u>2013 New Hires</u> Not available; closed to new entrants as of 5/1/2012.</p> <p><u>2009 New Hires and Current Employees</u> Participants currently enrolled may remain in the plan; closed to new entrants as of 5/1/2012.</p>
<b>Adoption</b>	
<b>Plan</b>	<p><u>2013 New Hires, 2009 New Hires and Current Employees</u> No change from current plan.</p>
<b>Coverage</b>	<p><u>2013 New Hires, 2009 New Hires and Current Employees</u> No change from current plan.</p>
<b>Commuter</b>	
<b>Plan</b>	<p><u>2013 New Hires, 2009 New Hires and Current Employees</u> No change from current plan.</p>
<b>Coverage</b>	<p><u>2013 New Hires, 2009 New Hires and Current Employees</u> Pre-tax deductions for parking and mass transit. 2013 Internal Revenue Service (IRS) limits: \$245 parking; \$125 mass transit.</p> <p>Eligible expense and monthly limits follow IRS Code Section 132 Regulations.</p> <p>Note: Annual adjustments apply.</p>

IBEW System Council T-3 Benefits Outline Summary

Attachment A

Provision	Eligible Retired Employees
<b>Retiree Provisions</b>	<p><u>Effective 1/1/2014 for AT&amp;T Midwest and SBC Global Services, Inc., except Appendix G.</u></p> <p>Applicable for the term of the Agreement to Eligible Retired Employees who terminate during the term of the Agreement.</p> <p>Note: Appendix G Employees continue to not be eligible for post-employment benefits.</p>
<b>Medical</b>	
<b>Plan</b>	<p><u>Eligible Retired Employees shall be eligible to participate in the same plan as a similarly situated active Current Employee, 2009 New Hire or 2013 New Hire except as noted in the sections below.</u></p>
<b>Eligible Retired Employees (Full-Time) Monthly Contributions</b>	<p><u>2013 New Hires</u></p> <ul style="list-style-type: none"> <li>Eligible Retired Employees who are Non-Medicare eligible will pay 100% of full cost of coverage* with no Company subsidy.</li> <li>Eligible Retired Employees who are Medicare eligible are ineligible for coverage.</li> </ul> <p><u>2009 New Hires</u></p> <ul style="list-style-type: none"> <li>Eligible Retired Employees who are Non-Medicare eligible will pay 50% of full cost of coverage*.</li> <li>Eligible Retired Employees who are Medicare eligible are ineligible for coverage.</li> </ul> <p>*Note: Calculation of the full cost of coverage is subject to change from time to time at the Company's discretion.</p> <p><u>Current Employee</u></p> <p>The contribution shall be the same as for a similarly situated active Current Employee.</p>
<b>Eligible Retired Employees (Part-Time) Monthly Contributions</b>	<p><u>2013 New Hires</u></p> <ul style="list-style-type: none"> <li>Eligible Retired Employees who are Non-Medicare eligible will pay 100% of full cost of coverage* with no Company subsidy.</li> <li>Eligible Retired Employees who are Medicare eligible are ineligible for coverage.</li> </ul> <p><u>2009 New Hires</u></p> <ul style="list-style-type: none"> <li>Eligible Retired Employees who are Non-Medicare eligible will pay 50% of full cost of coverage*.</li> <li>Eligible Retired Employees who are Medicare eligible are ineligible for coverage.</li> </ul> <p>*Note: Calculation of the full cost of coverage is subject to change from time to time at the Company's discretion.</p> <p><u>Current Employees</u></p> <p>The contribution shall be the same as for a similarly situated active Current Employee.</p>
<b>Medicare Part-B Premium Reimbursement</b>	<p><u>2013 New Hires and 2009 New Hires</u></p> <p>Not Eligible.</p> <p><u>Current Employees</u></p> <p>No change from current plan.</p>
<b>Definition of Pay</b>	<p><u>2013 New Hires, 2009 New Hires and Current Employees</u></p> <p>No change from current plan.</p>
<b>Health Reimbursement Account (HRA)</b>	<p><u>2013 New Hires, 2009 New Hires and Current Employees</u></p> <p>None.</p> <p>Note: No additional Company crediting. Current employees and 2009 New Hires who have remaining account balances will continue to have access to those account balances subject to provisions of the Program.</p>
<b>CarePlus</b>	
<b>Plan</b>	<p>Change name to "AT&amp;T CarePlus – A Supplemental Benefit Program" expected 2<sup>nd</sup> qtr. 2013</p>
<b>Monthly Contributions</b>	<p>Eligible Retired Employees shall be eligible to participate in AT&amp;T CarePlus – A Supplemental Benefit Program at the same contribution level as active Current Employees, 2013 New Hires and 2009 New Hires.</p>
<b>General Benefits</b>	<p>Expand benefits which may be offered under CarePlus to include any benefits determined by the Company to be beneficial to Plan participants. Company retains the unilateral right to change, modify, amend and discontinue the expanded benefits offered under CarePlus.</p>
<b>Dental</b>	
<b>Plan</b>	<p>Eligible Retired Employees shall be eligible to participate in the same plan as similarly situated active Current Employees, 2009 New Hires, or 2013 New Hires except as noted in the sections below.</p>

**IBEW System Council T-3 Benefits Outline Summary**

*Attachment A*

Provision	Eligible Retired Employees
<b>Eligible Retired Employee (Full-Time) Monthly Contributions</b>	<p><u>2013 New Hires</u></p> <ul style="list-style-type: none"> <li>Eligible Retired Employees who are Non-Medicare eligible will pay 100% of full cost of coverage* with no Company subsidy.</li> <li>Eligible Retired Employees who are Medicare eligible are ineligible for coverage.</li> </ul> <p><u>2009 New Hires</u></p> <ul style="list-style-type: none"> <li>Eligible Retired Employees who are Non-Medicare eligible will pay 50% of full cost of coverage*.</li> <li>Eligible Retired Employees who are Medicare eligible are ineligible for coverage.</li> </ul> <p>*Note: Calculation of the full cost of coverage is subject to change from time to time at the Company's discretion.</p> <p><u>Current Employees</u> The contribution shall be the same as for a similarly situated active Current Employee.</p>
<b>Eligible Retired Employees (Part-Time) Monthly Contributions</b>	<p><u>2013 New Hires</u></p> <ul style="list-style-type: none"> <li>Eligible Retired Employees who are Non-Medicare eligible will pay 100% of full cost of coverage* with no Company subsidy.</li> <li>Eligible Retired Employees who are Medicare eligible are ineligible for coverage.</li> </ul> <p><u>2009 New Hires</u></p> <ul style="list-style-type: none"> <li>Eligible Retired Employees who are Non-Medicare eligible will pay 50% of full cost of coverage*.</li> <li>Eligible Retired Employees who are Medicare eligible are ineligible for coverage.</li> </ul> <p>*Note: Calculation of the full cost of coverage is subject to change from time to time at the Company's discretion.</p> <p><u>Current Employees</u> The contribution shall be the same as for a similarly situated active Current Employees.</p>
<b>Life Insurance</b>	
<b>Eligible Retired Employees Basic Life (Company Paid)</b>	<p><u>2013 New Hires</u> \$15,000 Retiree Basic Life</p> <p><u>2009 New Hires</u> \$15,000 Retiree Basic Life</p> <p><u>Current Employees</u> 1X Annual Pay</p> <p>Note: For the purposes of Retiree Basic Life only, Annual Pay: Is the Employee's Rate of Pay as of 12/31/2009. Includes base wages, targeted commissions, team award, individual discretionary award, and miscellaneous pay, where applicable.</p>
<b>Supplemental Life (Retiree Paid)</b>	<p><u>2013 New Hires</u> Employees eligible for Supplemental Life coverage may add 1x annual pay to Supplemental Life coverage in effect at termination to replace the Basic Life coverage no longer available upon termination of employment. Contributions shall be the same as for a similarly situated active employee.</p> <p><u>2009 New Hires</u> Employees eligible for Supplemental Life coverage may add 1x annual pay to Supplemental Life coverage in effect at termination to replace the Basic Life coverage no longer available upon termination of employment. Contributions shall be the same as for a similarly situated active employee.</p> <p><u>Current Employees</u> No change from current plan except that contributions shall be the same as for a similarly situated active employee.</p>
<b>Definition of Pay</b>	<p><u>2012 New Hires, 2009 New Hires and Current Employees</u> No change from current plan.</p>
<b>Vision</b>	

**IBEW System Council T-3 Benefits Outline Summary**

*Attachment A*

Provision	Eligible Retiree Employees
<b>Eligible Retired Employees Vision Plan</b>	<p><u>2013 New Hires</u> Eligible Retired Employees shall be eligible to participate in the AT&amp;T Retiree Vision Care Program.</p> <p><u>2009 New Hires</u> Eligible Retired Employees shall be eligible to participate in the AT&amp;T Retiree Vision Care Program.</p> <p><u>Current Employees</u> Eligible Retired Employees shall be eligible to participate in the AT&amp;T Retiree Vision Care Program.</p> <p>Note: AIT Vision Plus Plan (Option 2) eliminated.</p>
<b>Eligible Retired Employees Monthly Retiree Contributions</b>	<p><u>2013 New Hires</u></p> <ul style="list-style-type: none"> <li>• Eligible Retired Employees who are Non-Medicare eligible will pay 100% of full cost of coverage* with no Company subsidy.</li> <li>• Eligible Retired Employees who are Medicare eligible are ineligible for coverage.</li> </ul> <p><u>2009 New Hires</u> Eligible Retired Employees will pay 100% of full cost of coverage* with no Company subsidy.</p> <p>*Note: Calculation of the full cost of coverage is subject to change from time to time at the Company's discretion.</p> <p><u>Current Employees</u> Eligible Retired Employees will pay 100% of full cost of coverage* with no Company subsidy.</p> <p>*Note: Calculation of the full cost of coverage is subject to change from time to time at the Company's discretion.</p>

Provision	Current Employees, 2009 New Hires, 2012 New Hires and Eligible Retired Employees
<b>Voluntary</b>	
<b>Discretionary Program</b>	AT&T Voluntary Benefits Platform (products offered as they may change from time to time).

**IBEW System Council T-3 Benefits Outline Summary**

*Attachment B*

Provision	Current Employees, 2009 New Hires and 2013 New Hires																																																									
<b>Active Employees</b>	<b>AT&amp;T National</b>																																																									
<b>Effective Date(s)</b>	Health & Welfare: 1/1/2014																																																									
<b>Eligibility</b>	<b>2013 New Hires, 2009 New Hires and Current Employees</b>																																																									
<b>For Medical, Dental, Vision, CarePlus, and Life Insurance (unless otherwise specified)</b>	<p>Follow provisions of the applicable plan:                      Medical – No change from current plan except for plan name change expected 2<sup>nd</sup> qtr. 2013 to AT&amp;T Corp. Employee Medical Program                      Dental – AT&amp;T Dental Plan (management provisions)                      Vision – AT&amp;T Vision Plan (management provisions)                      Disability – Legacy AT&amp;T Disability Benefits Program – no change from current plan                      CarePlus – name change expected 2<sup>nd</sup> qtr. 2013: AT&amp;T CarePlus - A Supplemental Benefit Program                      Life Insurance – no change from current plan</p>																																																									
<b>Health Reimbursement Account (HRAs)</b>	<b>2013 New Hires, 2009 New Hires and Current Employees</b>																																																									
	<p>None.</p> <p>Note: No additional Company crediting. Current Employees and 2009 New Hires who have remaining account balances will continue to have access to those account balances subject to provisions of the Program.</p>																																																									
<b>Medical</b>	<b>2013 New Hires, 2009 New Hires and Current Employees</b>																																																									
<b>Plan</b>	<p>AT&amp;T Medical Expense Plan for Occupational Employees</p> <p>Note: Plan Name change expected 2<sup>nd</sup> qtr. 2013 – AT&amp;T Corp. Employee Medical Program                      The Company will continue to provide fully insured coverage options such as HMOs at the discretion of the Company.</p> <p>No change from current plan except as provided below:</p>																																																									
<b>Eligibility for Company Subsidy</b>	<p><b>2013 New Hires, 2009 New Hires and Current Employees</b></p> <p>No change from current plan.</p>																																																									
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**IBEW System Council T-3 Benefits Outline Summary**

*Attachment B*

Provision	Current Employees, 2009 New Hires and 2013 New Hires																				
<b>Annual Deductibles</b>	<p><u>2013 New Hires, 2009 New Hires and Current Employees</u> For 2014-2017:</p> <table border="0"> <tr> <td></td> <td align="center"><u>Network/PPO and ONA</u></td> <td align="center"><u>Non-Network/ Non-PPO</u></td> </tr> <tr> <td>Ind</td> <td align="center">\$ 500</td> <td align="center">\$1,300</td> </tr> <tr> <td>Fam</td> <td align="center">\$1,000</td> <td align="center">\$2,600</td> </tr> </table> <p>Annual Deductible Provisions: No change from current plan.</p>		<u>Network/PPO and ONA</u>	<u>Non-Network/ Non-PPO</u>	Ind	\$ 500	\$1,300	Fam	\$1,000	\$2,600											
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Ind	\$ 500	\$1,300																			
Fam	\$1,000	\$2,600																			
<b>General Copay/Coinsurance</b>	<p><u>2013 New Hires, 2009 New Hires and Current Employees</u> No change from current plan.</p>																				
<b>Office Visit Copay / Coinsurance</b>	<p><u>2013 New Hires, 2009 New Hires and Current Employees</u> No change from current plan.</p>																				
<b>Urgent Care Facility/Professional Services Copay / Coinsurance</b>	<p><u>2013 New Hires, 2009 New Hires and Current Employees</u> No change from current plan.</p>																				
<b>Emergency Room Facility/Professional Services Copay / Coinsurance</b>	<p><u>2013 New Hires, 2009 New Hires and Current Employees</u> No change from current plan.</p>																				
<b>Hospital Inpatient/Outpatient Facility/Professional Services Copay / Coinsurance</b>	<p><u>2013 New Hires, 2009 New Hires and Current Employees</u> No change from current plan.</p>																				
<b>Tests (all tests including x-ray, radiology, lab test, etc) Copay / Coinsurance</b>	<p><u>2013 New Hires, 2009 New Hires and Current Employees</u> No change from current plan.</p>																				
<b>Hearing Benefit</b>	<p><u>2013 New Hires, 2009 New Hires and Current Employees</u> No change from current plan.</p>																				
<b>Mental Health/Substance Abuse (MH/SA) Copay / Coinsurance</b>	<p><u>2013 New Hires, 2009 New Hires and Current Employees</u> No change from current plan.</p>																				
<b>Annual Out-of-Pocket Maximums (OOP)</b>	<p><u>2013 New Hires, 2009 New Hires and Current Employees</u></p> <table border="0"> <tr> <td></td> <td align="center" colspan="4">Out-of-Pocket Maximum Amounts (excluding Annual Deductible)</td> </tr> <tr> <td></td> <td align="center"><u>2014 Network/ Traditional Indemnity</u></td> <td align="center"><u>2014 Non- Network</u></td> <td align="center"><u>2015-2017 Network/ Traditional Indemnity</u></td> <td align="center"><u>2015-2017 Non-Network</u></td> </tr> <tr> <td>Ind</td> <td align="center">\$1,700</td> <td align="center">\$ 5,100</td> <td align="center">\$2,000</td> <td align="center">\$ 6,000</td> </tr> <tr> <td>Fam</td> <td align="center">\$3,400</td> <td align="center">\$10,200</td> <td align="center">\$4,000</td> <td align="center">\$12,000</td> </tr> </table> <p>Out-of-Pocket Maximum provisions: No change from current plan.</p>		Out-of-Pocket Maximum Amounts (excluding Annual Deductible)					<u>2014 Network/ Traditional Indemnity</u>	<u>2014 Non- Network</u>	<u>2015-2017 Network/ Traditional Indemnity</u>	<u>2015-2017 Non-Network</u>	Ind	\$1,700	\$ 5,100	\$2,000	\$ 6,000	Fam	\$3,400	\$10,200	\$4,000	\$12,000
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## IBEW System Council T-3 Benefits Outline Summary

Attachment B

Provision	Current Employees, 2009 New Hires and 2013 New Hires																						
<b>Prescription Drug Program (Rx)</b>	<u>2013 New Hires, 2009 New Hires and Current Employees</u>																						
	<p>Deductible: None.</p> <p>Out-of-Pocket Maximum:</p> <table style="margin-left: 40px;"> <tr> <td></td> <td style="text-align: center;"><u>2014-2017</u></td> </tr> <tr> <td>Ind</td> <td style="text-align: center;">\$1,200</td> </tr> <tr> <td>Fam</td> <td style="text-align: center;">\$2,400</td> </tr> </table> <p>Retail – Network Copays: (Up to 30-day supply, limited to 2 fills for maintenance)</p> <table style="margin-left: 40px;"> <tr> <td></td> <td style="text-align: center;"><u>2014-2017</u></td> </tr> <tr> <td>Generic</td> <td style="text-align: center;">\$10</td> </tr> <tr> <td>Formulary</td> <td style="text-align: center;">\$35</td> </tr> <tr> <td>Non-Formulary</td> <td style="text-align: center;">\$60</td> </tr> </table> <p>Retail – Non-Network Copays Participant pays the greater of the applicable Network copay or balance remaining after the plan pays 75% of Network retail cost.</p> <p>Mail Order Copays: (Up to 90-day supply)</p> <table style="margin-left: 40px;"> <tr> <td></td> <td style="text-align: center;"><u>2014-2017</u></td> </tr> <tr> <td>Generic</td> <td style="text-align: center;">\$ 20</td> </tr> <tr> <td>Formulary</td> <td style="text-align: center;">\$ 70</td> </tr> <tr> <td>Non-Formulary</td> <td style="text-align: center;">\$120</td> </tr> </table> <p>The following provisions will apply:</p> <ul style="list-style-type: none"> <li>• Mandatory mail order for maintenance Rx – Applies after second fill at retail.</li> <li>• Specialty pharmacy program</li> <li>• Personal Choice – 100% participant-paid</li> <li>• Mandatory Generic</li> </ul>		<u>2014-2017</u>	Ind	\$1,200	Fam	\$2,400		<u>2014-2017</u>	Generic	\$10	Formulary	\$35	Non-Formulary	\$60		<u>2014-2017</u>	Generic	\$ 20	Formulary	\$ 70	Non-Formulary	\$120
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<b>Employee Assistance Program (EAP)</b>																							
<b>Plan</b>	<u>2013 New Hires, 2009 New Hires and Current Employees</u> No change from current plan except for plan name change expected 2 <sup>nd</sup> qtr. 2013 to AT&T Employee Assistance Program.																						
<b>Visit Limit</b>	<u>2013 New Hires, 2009 New Hires and Current Employees</u> Up to 5 visits per issue per year.																						
<b>Disability</b>																							
<b>Plan</b>	<u>2013 New Hires, 2009 New Hires and Current Employees</u> Legacy AT&T Disability Benefits Program																						
<b>Short Term Disability (STD)</b>	<u>2013 New Hires, 2009 New Hires and Current Employees</u> No change from current plan.																						
<b>Long-Term Disability (LTD)</b>	<u>2013 New Hires, 2009 New Hires and Current Employees</u> No change from current plan.																						
<b>Dental</b>																							
<b>Plan</b>	<u>2013 New Hires, 2009 New Hires and Current Employees</u> AT&T Dental Plan (management provisions) <ul style="list-style-type: none"> <li>• Dental PPO</li> <li>• DHMO (available at the discretion of the Company)</li> </ul>																						
<b>Eligibility</b>	<u>2013 New Hires, 2009 New Hires and Current Employees</u> Company subsidy begins on first day of the month in which 6 months net credited service (NCS) is attained (also referred to as term of employment (TOE)).																						

**IBEW System Council T-3 Benefits Outline Summary**

*Attachment B*

<b>Provision</b>	<b>Current Employees, 2009 New Hires and 2013 New Hires</b>
<b>Active (Full-Time) Monthly Contributions</b>	<p><u>2013 New Hires, 2009 New Hires and Current Employees</u>                      Dental PPO or DHMO (if available) for 2014-2017:</p> <p align="center"><u>Contribution Amounts*</u></p> <p>Ind           \$ 3                      Ind +1       \$ 9                      Fam           \$16</p>
<b>Active (Part-Time) Monthly Contributions</b>	<p><u>2013 New Hires, 2009 New Hires and Current Employees</u>                      Based on Scheduled hours/week:                      • Greater than or equal to 20 hours = 50% of full cost of coverage.*                      • Less than 20 hours = 100% of full cost of coverage* with no Company subsidy.</p> <p>* Note: Calculation of the full cost of coverage is subject to change from time to time at the Company's discretion.</p>
<b>Deductible</b>	<p><u>2013 New Hires, 2009 New Hires and Current Employees</u>                      Network and ONA: \$25 per individual per year                      Non-Network: \$50 per individual per year</p>
<b>Annual Maximum Benefit</b>	<p><u>2013 New Hires, 2009 New Hires and Current Employees</u>                      Network and ONA: \$1,750 per individual*                      Non-Network: \$1,300 per individual*</p> <p>*Not to exceed \$1,750 combined Network/Non-Network</p>
<b>Orthodontic Lifetime Maximum</b>	<p><u>2013 New Hires, 2009 New Hires and Current Employees</u>                      Network and ONA: \$2,000 per individual*                      Non-Network: \$1,400 per individual*</p> <p>*Not to exceed \$2,000 combined Network/Non-Network</p>
<b>Coverage Levels</b>	<p><u>2013 New Hires, 2009 New Hires and Current Employees</u>                      Dental PPO Coinsurance</p> <p>Class I (Diagnostic/Preventive):                      Network and ONA*: 100%, Ded. Waived                      Non-Network**: 100%, Ded. Waived</p> <p>Class II (Basic restorative – fillings, extractions, periodontal treatment/maintenance):                      Network and ONA*: 90%, after deductible                      Non-Network**: 70%, after deductible</p> <p>Class III (Major restorative – crowns, dentures, bridgework):                      Network and ONA*: 80%, after deductible                      Non-Network**: 50%, after deductible</p> <p>Class IV (Orthodontia):                      Network and ONA*: 80%, after deductible                      Non-Network**: 50%, after deductible</p> <p>Notes:                      *For ONA, paid at Network contracted rate.                      **For Non-Network paid based on reasonable and customary amounts.</p>
<b>Outside Network Area (ONA)</b>	<p><u>2013 New Hires, 2009 New Hires and Current Employees</u></p> <ul style="list-style-type: none"> <li>• ONA benefit provided to employees who reside in a zip code which does not meet the network standards.</li> <li>• ONA benefits are equivalent to PPO Network benefits.</li> <li>• Enrollees who are in Network will be offered the PPO option only.</li> <li>• Enrollees who are located outside the Network zip code criteria will be offered the ONA option only.</li> </ul>
<b>Vision</b>	
<b>Plan</b>	<p><u>2013 New Hires, 2009 New Hires and Current Employees</u>                      AT&amp;T Vision Plan (management provisions)</p>
<b>Eligibility</b>	<p><u>2013 New Hires, 2009 New Hires and Current Employees</u>                      Company subsidy begins on first day of the month in which 6 months net credited service (NCS) is attained (also referred to as term of employment (TOE)).</p>

## IBEW System Council T-3 Benefits Outline Summary

*Attachment B*

Provision	Current Employees, 2009 New Hires and 2013 New Hires						
<b>Active (Full-Time) Monthly Contributions</b>	<p><u>2013 New Hires, 2009 New Hires and Current Employees</u> For 2014-2017:</p> <p style="text-align: center;"><u>Contribution Amounts*</u></p> <table style="margin-left: 40px;"> <tr><td>Ind</td><td>\$2.50</td></tr> <tr><td>Ind +1</td><td>\$5.00</td></tr> <tr><td>Fam</td><td>\$7.00</td></tr> </table>	Ind	\$2.50	Ind +1	\$5.00	Fam	\$7.00
Ind	\$2.50						
Ind +1	\$5.00						
Fam	\$7.00						
<b>Active (Part-Time) Monthly Contributions</b>	<p><u>2013 New Hires, 2009 New Hires and Current Employees</u> Based on Scheduled hours/week:</p> <ul style="list-style-type: none"> <li>• Greater than or equal to 20 hours = 50% of full cost of coverage*.</li> <li>• Less than 20 hours = 100% of full cost of coverage* with no Company subsidy.</li> </ul> <p>* Note: Calculation of the full cost of coverage is subject to change from time to time at the Company's discretion.</p>						
<b>Coverage Levels</b>	<p><u>2013 New Hires, 2009 New Hires and Current Employees</u></p> <p><b>Exam:</b> 1 exam per 12 months</p> <ul style="list-style-type: none"> <li>• Network: \$0 Co-Pay</li> <li>• Non-Network: \$28 allowance towards exam cost</li> </ul> <p><b>Frame Allowance:</b> 1 pair per 12 months</p> <ul style="list-style-type: none"> <li>• Network: \$130 allowance towards frame cost</li> <li>• Non-Network: \$30 allowance towards frame cost</li> </ul> <p><b>Lenses Allowance:</b> 1 set per 12 months Network: \$0 Co-pay/co-insurance Covers std. plastic lenses: Single, Bi-focal, Tri-focal, Lenticular, Progressive + Polycarbonate at 100% Non-Network: \$30-\$80 allowance towards lenses</p> <p><b>Contact Lenses Allowance:</b> Allowance per 12 months Network: \$150 allowance Non-Network: \$150 allowance</p> <p><b>2<sup>nd</sup> Pair Benefit:</b> Network Only: Allows for a 2<sup>nd</sup> pair of glasses or contact lenses allowance after the first pair benefit is utilized, per 24 months.</p>						
<b>Flexible Spending Account (FSA)</b>							
<b>Plan</b>	<p><u>2013 New Hires, 2009 New Hires and Current Employees</u> No change from current plan, except those that are mandated by healthcare reform legislation (PPACA).</p>						
<b>Contribution Minimum/Maximums</b>	<p><u>2013 New Hires, 2009 New Hires and Current Employees</u> No change from current plan, except those that are mandated by healthcare reform legislation (PPACA).</p>						
<b>CarePlus</b>							
<b>Plan</b>	<p><u>2013 New Hires, 2009 New Hires and Current Employees</u> Change name to "AT&amp;T CarePlus – A Supplemental Benefit Program" expected 2<sup>nd</sup> qtr. 2013</p>						
<b>Monthly Contributions</b>	<p><u>2013 New Hires, 2009 New Hires and Current Employees</u> No change from current plan.</p>						
<b>General Benefits</b>	<p><u>2013 New Hires, 2009 New Hires and Current Employees</u> Expand benefits which may be offered under CarePlus to include any benefits determined by the Company to be beneficial to Plan participants. Company retains the unilateral right to change, modify, amend and discontinue the expanded benefits offered under CarePlus.</p>						
<b>Life Insurance</b>							
<b>Plan</b>	<p><u>2013 New Hires, 2009 New Hires and Current Employees</u> No change from current plan</p>						
<b>Active Benefits</b>	<p><u>2013 New Hires, 2009 New Hires and Current Employees</u> No change from current plan except as provided below:</p> <p>Accelerated Death Benefit – Available when life expectancy is 24 months or less. Minimum Distribution: 25% of total life insurance benefit. Maximum Distribution: lesser of 75% of total life insurance benefit or \$1M.</p> <p>Note: Contribution amounts are subject to annual adjustments.</p>						
<b>Definition of Pay</b>	<p><u>2013 New Hires, 2009 New Hires and Current Employees</u> No change from current plan.</p>						
<b>Long-Term Care</b>							
<b>Plan</b>	<p><u>2013 New Hires, 2009 New Hires and Current Employees</u> AT&amp;T Consolidated Long-Term Care Insurance Plan</p>						

**IBEW System Council T-3 Benefits Outline Summary**

*Attachment B*

<b>Provision</b>	<b>Current Employees, 2009 New Hires and 2013 New Hires</b>
<b>Coverage</b>	<p><u>2013 New Hires</u> Not available; closed to new entrants as of 5/1/2012.</p> <p>2009 New Hires and Current Employees Participants currently enrolled may remain in the plan; closed to new entrants as of 5/1/2012.</p>
<b>Adoption</b>	
<b>Plan</b>	<p><u>2013 New Hires, 2009 New Hires and Current Employees</u> No change from current plan.</p>
<b>Coverage</b>	<p><u>2013 New Hires, 2009 New Hires and Current Employees</u> No change from current plan.</p>
<b>Commuter</b>	
<b>Plan</b>	<p><u>2013 New Hires, 2009 New Hires and Current Employees</u> No change from current plan.</p>
<b>Coverage</b>	<p><u>2013 New Hires, 2009 New Hires and Current Employees</u> Pre-tax deductions for parking and mass transit. 2013 Internal Revenue Service (IRS) limits: \$245 parking; \$125 mass transit.</p> <p>Eligible expense and monthly limits follow IRS Code Section 132 Regulations.</p> <p>Note: Annual adjustments apply.</p>

**IBEW System Council T-3 Benefits Outline Summary**

*Attachment B*

Provision	Eligible Retired Employees
<b>Retiree Provisions</b>	Effective 1/1/2014 for AT&T National: Applicable for the term of the Agreement to Eligible Retired Employees who terminate during the term of the Agreement.
<b>Medical</b>	
<b>Plan</b>	Eligible Retired Employees shall be eligible to participate in the same plan as a similarly situated active Current Employee, 2009 New Hire or 2013 New Hire except as noted in the sections below.
<b>Eligible Retired Employees (Full-Time) Monthly Contributions</b>	<p><u>2013 New Hires</u></p> <ul style="list-style-type: none"> <li>Eligible Retired Employees who are Non-Medicare eligible will pay 100% of full cost of coverage* with no Company subsidy.</li> <li>Eligible Retired Employees who are Medicare eligible are ineligible for coverage.</li> </ul> <p><u>2009 New Hires</u></p> <ul style="list-style-type: none"> <li>Eligible Retired Employees who are Non-Medicare eligible will pay 50% of full cost of coverage*.</li> <li>Eligible Retired Employees who are Medicare eligible are ineligible for coverage.</li> </ul> <p>*Note: Calculation of the full cost of coverage is subject to change from time to time at the Company's discretion.</p> <p><u>Current Employee</u> The contribution shall be the same as for a similarly situated active Current Employee.</p>
<b>Eligible Retired Employees (Part-Time) Monthly Contributions</b>	<p><u>2013 New Hires</u></p> <ul style="list-style-type: none"> <li>Eligible Retired Employees who are Non-Medicare eligible will pay 100% of full cost of coverage* with no Company subsidy.</li> <li>Eligible Retired Employees who are Medicare eligible are ineligible for coverage.</li> </ul> <p><u>2009 New Hires</u></p> <ul style="list-style-type: none"> <li>Eligible Retired Employees who are Non-Medicare eligible will pay 50% of full cost of coverage*.</li> <li>Eligible Retired Employees who are Medicare eligible are ineligible for coverage.</li> </ul> <p>*Note: Calculation of the full cost of coverage is subject to change from time to time at the Company's discretion.</p> <p><u>Current Employees</u> The contribution shall be the same as for a similarly situated active Current Employee.</p>
<b>Medicare Part-B Premium Reimbursement</b>	<p><u>2013 New Hires and 2009 New Hires</u> Not Eligible.</p> <p><u>Current Employees</u> No change from current plan.</p>
<b>Definition of Pay</b>	<u>2013 New Hires, 2009 New Hires and Current Employees</u> No change from current plan.
<b>Health Reimbursement Account (HRA)</b>	<p><u>2013 New Hires, 2009 New Hires and Current Employees</u> None.</p> <p>Note: No additional Company crediting. Current employees and 2009 New Hires who have remaining account balances will continue to have access to those account balances subject to provisions of the Program.</p>
<b>CarePlus</b>	
<b>Plan</b>	Change name to "AT&T CarePlus – A Supplemental Benefit Program" expected 2 <sup>nd</sup> qtr. 2013
<b>Monthly Contributions</b>	Eligible Retired Employees shall be eligible to participate in AT&T CarePlus – A Supplemental Benefit Program at the same contribution level as active Current Employees, 2013 New Hires and 2009 New Hires.
<b>General Benefits</b>	Expand benefits which may be offered under CarePlus to include any benefits determined by the Company to be beneficial to Plan participants. Company retains the unilateral right to change, modify, amend and discontinue the expanded benefits offered under CarePlus.
<b>Dental</b>	
<b>Plan</b>	Eligible Retired Employees shall be eligible to participate in the same plan as similarly situated active Current Employees, 2009 New Hires, or 2013 New Hires except as noted in the sections below.

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*Attachment B*

<b>Provision</b>	<b>Eligible Retired Employees</b>
<p><b>Eligible Retired Employee (Full-Time) Monthly Contributions</b></p>	<p><u>2013 New Hires</u></p> <ul style="list-style-type: none"> <li>Eligible Retired Employees who are Non-Medicare eligible will pay 100% of full cost of coverage* with no Company subsidy.</li> <li>Eligible Retired Employees who are Medicare eligible are ineligible for coverage.</li> </ul> <p><u>2009 New Hires</u></p> <ul style="list-style-type: none"> <li>Eligible Retired Employees who are Non-Medicare eligible will pay 50% of full cost of coverage*.</li> <li>Eligible Retired Employees who are Medicare eligible are ineligible for coverage.</li> </ul> <p>*Note: Calculation of the full cost of coverage is subject to change from time to time at the Company's discretion.</p> <p><u>Current Employees</u> The contribution shall be the same as for a similarly situated active Current Employee.</p>
<p><b>Eligible Retired Employees (Part-Time) Monthly Contributions</b></p>	<p><u>2013 New Hires</u></p> <ul style="list-style-type: none"> <li>Eligible Retired Employees who are Non-Medicare eligible will pay 100% of full cost of coverage* with no Company subsidy.</li> <li>Eligible Retired Employees who are Medicare eligible are ineligible for coverage.</li> </ul> <p><u>2009 New Hires</u></p> <ul style="list-style-type: none"> <li>Eligible Retired Employees who are Non-Medicare eligible will pay 50% of full cost of coverage*.</li> <li>Eligible Retired Employees who are Medicare eligible are ineligible for coverage.</li> </ul> <p>*Note: Calculation of the full cost of coverage is subject to change from time to time at the Company's discretion.</p> <p><u>Current Employees</u> The contribution shall be the same as for a similarly situated active Current Employees.</p>
<b>Life Insurance</b>	
<p><b>Eligible Retired Employees Basic Life (Company Paid)</b></p>	<p><u>2013 New Hires</u> \$15,000 Retiree Basic Life</p> <p><u>2009 New Hires</u> \$15,000 Retiree Basic Life</p> <p><u>Current Employees</u> 1X Annual Pay Note: For the purposes of Retiree Basic Life only, Annual Pay: Is the Employee's Rate of Pay as of 12/31/2009. Includes base wages, targeted commissions, team award, individual discretionary award, and miscellaneous pay, where applicable.</p>
<p><b>Supplemental Life (Retiree Paid)</b></p>	<p><u>2013 New Hires</u> Employees eligible for Supplemental Life coverage may add 1x annual pay to Supplemental Life coverage in effect at termination to replace the Basic Life coverage no longer available upon termination of employment. Contributions shall be the same as for a similarly situated active employee.</p> <p><u>2009 New Hires</u> Employees eligible for Supplemental Life coverage may add 1x annual pay to Supplemental Life coverage in effect at termination to replace the Basic Life coverage no longer available upon termination of employment. Contributions shall be the same as for a similarly situated active employee.</p> <p><u>Current Employees</u> No change from current plan except that contributions shall be the same as for a similarly situated active employee.</p>
<p><b>Definition of Pay</b></p>	<p><u>2012 New Hires, 2009 New Hires and Current Employees</u> No change from current plan.</p>
<b>Vision</b>	
<p><b>Eligible Retired Employees Vision Plan</b></p>	<p><u>2013 New Hires</u> Eligible Retired Employees shall be eligible to participate in the AT&amp;T Retiree Vision Care Program.</p> <p><u>2009 New Hires</u> Eligible Retired Employees shall be eligible to participate in the AT&amp;T Retiree Vision Care Program.</p> <p><u>Current Employees</u> Eligible Retired Employees shall be eligible to participate in the AT&amp;T Retiree Vision Care Program.</p>

## IBEW System Council T-3 Benefits Outline Summary

*Attachment B*

Provision	Eligible Retired Employees
Eligible Retired Employees Monthly Retiree Contributions	<p><u>2013 New Hires</u></p> <ul style="list-style-type: none"> <li>• Eligible Retired Employees who are Non-Medicare eligible will pay 100% of full cost of coverage* with no Company subsidy.</li> <li>• Eligible Retired Employees who are Medicare eligible are ineligible for coverage.</li> </ul> <p><u>2009 New Hires</u></p> <p>Eligible Retired Employees will pay 100% of full cost of coverage* with no Company subsidy.</p> <p>*Note: Calculation of the full cost of coverage is subject to change from time to time at the Company's discretion.</p> <p><u>Current Employees</u></p> <p>Eligible Retired Employees will pay 100% of full cost of coverage* with no Company subsidy.</p> <p>*Note: Calculation of the full cost of coverage is subject to change from time to time at the Company's discretion.</p>

Provision	Current Employees, 2009 New Hires, 2012 New Hires and Eligible Retired Employees
Voluntary	
Discretionary Program	AT&T Voluntary Benefits Platform (products offered as they may change from time to time).



## ARTICLE 17

### SCHEDULING AND PAYMENT FOR TIME WORKED FOR AT&T MIDWEST EMPLOYEES IN JOB TITLES FORMERLY COVERED BY APPENDIX B EXHIBITS 1, 2 AND 3 IN THE PARTIES' 2004 COLLECTIVE BARGAINING AGREEMENT AND AT&T NATIONAL EMPLOYEES IN JOB TITLES COVERED BY APPENDIX T, ARTICLES CS1, CTT1 AND NSL1

#### Scheduling

##### 17.01 Definitions

- (A) The term shift shall designate the hours constituting a regular day's work, normally eight (8) hours assigned by the Company, except as otherwise provided in this Agreement.
- (B) The term tour shall designate collectively the shifts to be worked in a calendar week, assigned by the Company. Normally, a tour consists of five (5) shifts totaling forty (40) hours, except as otherwise provided in this Agreement.

##### 17.02 Shift And Weekly Work Tour Scheduling (General)

- (A) Shift and weekly work tour scheduling shall recognize the desire of most employees to work five (5) consecutive days in a calendar week, and to work the same shift each day of the tour. Normally, eight (8) hours reckoned between 8:00 a.m. and 5:00 p.m. with an intermission not to exceed one (1) hour for meals, shall constitute a regular day's work and five (5) days Monday to Friday, inclusive, shall constitute a regular weekly work tour.
- (B) For job coverage, an employee's starting and/or quitting time of Saturday and/or Sunday shifts may be varied by not more than one (1) hour from the starting and/or quitting time of the shifts scheduled for the balance of his/her weekly work tour.
- (C) For temporary assignments of one (1) day or more for training, special group meetings, special projects or loans to other work groups, etc., starting and/or quitting times may be varied within the hours of the shift type to accommodate the hours of the temporary assignment.
- (D) Where the total work time and paid travel time, if any, in Section: Preranged Overtime or Section: Call Out equals or exceeds four (4) hours and is either continuous with the employee's next regularly scheduled shift or ends six (6) hours or less before that shift, the hours worked on that shift shall be paid for at the premium rate. If the employee is directed to go home by management for non-disciplinary reasons before the end of the

employee's scheduled shift, the employee will be paid for the balance of such shift at the straight time rate.

### 17.03 Scheduling Outside Regular Hours

The Company may schedule outside of regular hours the necessary force in limited numbers to efficiently meet reasonable customer demand, maintain adequate service and protect property. Before adding additional scheduled shifts outside of regular hours, the local manager will discuss, and review with the Union the data being used in this decision. Notwithstanding the provisions of Article 12, Problem Resolution Procedures, should the Union and the local manager be unable to resolve any differences or concerns regarding this issue the matter may be referred to the appropriate Director - Labor Relations and the appropriate Union official for resolution.

**The following applies to those AT&T Midwest employees formerly identified in Appendix B, Exhibits 1, 2 and 3, except employees covered by Appendices E, F, G and K, of the Parties 2004 Collective Bargaining Agreement**

- (A) Day shifts shall be eight (8) hours reckoned between the hours of 6:00 a.m. and 6:00 p.m.
- (B) Evening shifts shall be eight (8) hours reckoned between the hours of Noon and 1:00 a.m.
- (C) Night shifts shall be eight (8) hours reckoned between the hours of 11:00 p.m. and 9:00 a.m.
- (D) The Company may schedule shifts to begin up to one (1) hour before, and/or to end up to one (1) hour after, the shift hours designated in (A), (B) and (C) above. For such shifts, the hours worked within those designated in (A), (B) and (C) above will be paid at the employee's basic hourly wage rate plus applicable differential, if any, and the scheduled one (1) hour or less worked outside those designated in (A), (B) or (C) will be paid at the premium rate of one and one-half (1 ½) times the employee's basic hourly wage rate.

**The following applies to those AT&T Midwest employees formerly identified in Appendix B, Exhibits 1, 2 and 3, who are covered by Appendices E, F, G and K, of the Parties 2004 Collective Bargaining Agreement**

- (E) Day shift - a shift where all scheduled hours fall between 6:00 a.m. and 6:00 p.m.
- (F) Night shift - a shift where any of the scheduled hours fall between 6:00 p.m. and 6:00 a.m.

**The following applies to all AT&T Midwest employees formerly identified in Appendix B, Exhibits 1, 2 and 3, of the Parties 2004 Collective Bargaining Agreement**

- (G) Applicable differential payments for shifts defined in (A), (B), (C), (E) and (F) above will be paid in accordance with Article 21, Differentials.
- (H) Construction Employees:
  - (1) The regular weekly work tour of the Construction employees shall be established by paragraph 17.02 (A) of this Article, unless other hours are agreed to by the Company and the Chief Steward of the Supervisor's group affected.
  - (2) When circumstances require, the Company may assign Construction employees to work other than regular shifts of eight (8) hours or more. All hours worked on such other shifts outside the hours established for the Supervisor's group pursuant to paragraph 17.03 (H) (1) above shall be paid for at the applicable differential, premium and/or overtime rate.
  - (3) An employee with any job title that is not included in paragraph 17.03 (H) (4) below will be paid the employee's basic wage rate plus night or evening differential.
  - (4) A Construction employee with one of the following job titles when scheduled for a evening or night tour will be paid at the premium rate for the first fifteen (15) consecutive days worked and the employee's basic wage rate plus shift differential for the succeeding days worked. When such evening or night tour is terminated and later rescheduled, the same treatment previously described will be repeated. An assigned evening or night tour shall remain in effect for a period no longer than six (6) weeks. Such an assignment shall be made on a rotational basis, from among all qualified employees in the local Construction force.

Cable Splicing Technician

Outside Plant Technician

**17.04 Shift/Shift Hours Preference**

- (A) Preference in selection of shifts and shift hours shall be on a seniority basis in groups of employees with the same titles performing the same or like work at the same work locations, within the same work group, providing however, that the Company reserves the right to assign and maintain on all shifts a sufficient number of employees who possess the skill and knowledge necessary to properly attend to the needs of the business. Preference when exercised, shall remain in effect for a

minimum of six (6) successive weeks. Exceptions to the six (6) week rule can be mutually agreed to on a local basis, between the Union and the Company.

(B) Certain employees may be permanently assigned to an evening or night shift where they cannot exercise seniority to claim a day shift because no day shift is scheduled. When such employees are temporarily assigned to day shifts for one (1) or more weeks of training, they will continue to receive the differential unless a greater payment is required under other provisions of this Agreement.

- 17.05 Not later than 3:00 p.m. on Wednesday of each week, assignments for the next calendar week shall be posted to show the assigned tour each employee is to work during the following week. If the schedule is not posted by 3:00 p.m. Wednesday, the schedule shall be the same as that for the current week.
- 17.06 Employees hired, upgraded, transferred in, or returned from leave of absence shall, on the effective date of return, be assigned to available shifts. This will remain in effect until the next shift preferencing occurs.
- 17.07 After schedules have been posted or otherwise made available, employees may be permitted to change their tour, or one or more shifts or to exchange their tour or one or more shifts with another employee within the same work group, provided such arrangement is approved by the immediate supervisor concerned. The tours or shifts agreed upon to be worked by each employee involved shall be considered as if originally so scheduled for the purpose of determining payment for hours worked.
- 17.08 Changes in shifts and tour assignments may be originated by the Company. These changes may be made at any time during the preferencing period. Employee preferencing will be done on a seniority basis per paragraph 17.04.
- 17.09 Should the Company make shift or tour assignment changes after 3:00 p.m. on Wednesday of the preceding week, the changed shift or tour will be paid at the premium rate without shift differential but otherwise considered as scheduled. Shift differentials will be included in the computation of such premium rate when the changed shift or tour would have been paid for at the premium rate or when the worked shift occurs on Sunday.

Note: The foregoing provisions (Scheduling) shall not apply to employees of AT&T National.

### **Lunch Period And Breaks**

- 17.10 The unpaid lunch period for full-time employees and part-time employees working six (6) continuous hours or more shall be one (1) hour and it shall be taken between the third and the sixth hour of the shift as scheduled by the Company. Shorter lunch periods may be mutually agreed upon by the Union and local management. A part-time employee working a six (6) continuous hour shift will have the option to combine the two (2) fifteen (15) minute relief breaks as a half-hour paid meal period.

- 17.11 If the job assignment/title does not permit the employee to leave the building or job site/assignment, it is assumed no lunch period has been taken. In the event of such continuous duty, the employee will be permitted reasonable paid time to eat on the job.
- 17.12 Full-time employees and part-time employees working six (6) continuous hours or more shall be allowed two (2) fifteen (15) minute paid relief breaks per day. One (1) such relief break shall be allowed before and one (1) after the meal period, at a time designated by the Company. Part-time employees working three (3) continuous hours or more but less than six (6) hours, shall be allowed one (1) fifteen (15) minute paid relief break per day.

Note: The foregoing provisions (Lunch Period and Breaks) shall not apply to employees of AT&T National.

### **Overtime & Premium Pay**

- 17.13 The basic hourly wage rate including applicable differentials shall be paid for all time worked, except where overtime rates or premium rates are specifically provided for elsewhere in this Agreement.
- 17.14 Employees shall be paid at the overtime rate of one and one-half (1 ½) times their basic hourly wage rate including applicable differentials for work performed under the following conditions, except as provided in paragraph 17.15 below:
- (A) Time worked in excess of eight (8) hours in a day; or
  - (B) Time worked in excess of forty (40) hours in a week; or
  - (C) Time worked on a non-scheduled day; or
  - (D) Time worked on a call out.
- 17.15 Overtime hours worked in excess of nine (9) hours per week shall be paid at the rate of two (2) times the basic hourly wage rate plus applicable differentials, except as otherwise provided herein.
- 17.16 A premium payment at the rate of one and one-half (1 ½) times the basic hourly wage rate including applicable differentials shall be paid to employees for hours worked as scheduled Sunday shifts or as otherwise provided in this Agreement. Premium payments for Holidays will be paid as described in Article 23, Recognized Holidays.
- 17.17 No combination of overtime, premium and/or any other payments for time worked and/or any payments for time not worked, may produce an effective rate greater than two and one-half (2 ½) times an employee's basic hourly wage rate including applicable differentials.

17.18 For the purpose of crediting time not worked towards an employee's eligibility for overtime payments (as defined in paragraphs 17.14 and 17.15 above) only the following absences during a scheduled shift shall be considered:

- Illness (Paid)
- Death in Family (Paid)
- Jury or Other Court Duty (Paid)
- Severe Weather (if employee reports to work)
- Visit to Medical Facility or Company-Designated Physician at Company's Request
- Travel Time at Company's Request
- Civic Affairs (such as Community Fund, Red Cross, etc.) when Assigned by Company
- Authorized Attendance at Joint Meetings with the Company including Joint Union-Company Committee Meetings, Grievance Meetings and Union-Management Review Board Meetings
- Excused Time for Union Business (Unpaid)
- Vacation Days and Vacation Weeks
- Recognized Holidays
- Excused Work Days (Paid and Unpaid)
- Excused Time Requested by Company
- Collective Bargaining with the Company
- Disability (Paid)
- Leave of Absence (Paid)

17.19 The Company will distribute overtime as fairly as is practicable between employees within the work group affected by such overtime.

**Prearranged Overtime**

17.20 When arrangements for overtime work are made in advance of the time work is to begin, pay treatment shall be as follows:

- (A) Overtime which is worked immediately before an employee's scheduled shift shall be paid at the overtime rate without pay for travel time.
- (B) Overtime which is worked immediately after an employee's scheduled shift shall be paid at the overtime rate without pay for travel time.
- (C) Overtime which is worked as an extra shift shall be paid for at the overtime rate without pay for travel time but including shift differential payment if one-half (½) or more of the employee's scheduled shifts in that week include such payment.
- (D) Prearranged overtime not covered in (A) (B) or (C) above, for jobs anticipated to be of less than eight (8) hours duration, shall be paid for at the overtime rate, including travel time to and from the employee's home. However, return travel time is not

applicable when the time worked continues to the end of the employee's next scheduled shift.

### **Meal Allowance During Overtime**

- 17.21 When an employee is required to work three (3) or more additional hours beyond the employee's scheduled quitting time on a regular shift, works a prearranged twelve (12) hours shift, or works eleven (11) or more consecutive hours including travel time which are paid at the overtime rate, the employee will be provided a meal or a Meal Allowance of Ten Dollars (\$10.00).

### **Call Outs**

- 17.22 When an employee is contacted outside of his/her regularly scheduled shift for immediate reporting, pay will begin with the time called and continue until the employee returns home unless the time worked continues to the completion of the employee's next scheduled shift. Should the assignment continue to the completion of the employee's next scheduled shift, the employee will only be compensated for the time actually worked and reasonable travel time from his/her residence using the most direct route. A minimum of two (2) hours pay at the overtime rate will be paid unless the call occurs less than two (2) hours before the start of the employee's next scheduled shift.

### **Out-Of-Hours Calls**

- 17.23 When an employee is contacted by telephone, outside of his/her regular shift, while on vacation or on a non-scheduled day, to discuss matters related to the job and the call has been authorized by management, the employee will be paid Sixty-Five Dollars (\$65).
- 17.24 Employees may be notified concerning working overtime either on or off the job. However, off the job notification shall be made not later than three (3) hours after shift has been worked or earlier than three (3) hours before a shift is to be worked. On the days the employee is not scheduled to work, calls shall be made between 10:00 a.m. - 10:00 p.m. Employees who are called outside these time limits will be paid per the above schedule. Payments will not apply if the call is made to cancel overtime or if the employee is receiving an on call differential.
- 17.25 If an out-of-hours call is prompted by the error or omission of the employee, no payment shall be made.

### **Report Pay**

- 17.26 When it becomes necessary to cancel or defer work on prearranged overtime assignments not concurrent with a scheduled shift, any employee not notified and who reports for work shall be paid for time actually worked or for a minimum of Sixty-Five Dollars (\$65). If the employee reports and no work was started, the employee shall be paid Forty Dollars (\$40) and released for the day without further payment.

## ARTICLE 18

### SCHEDULING AND PAYMENT FOR TIME WORKED FOR AT&T MIDWEST EMPLOYEES IN JOB TITLES FORMERLY COVERED BY APPENDIX B EXHIBITS 4 AND 5 IN THE PARTIES' 2004 COLLECTIVE BARGAINING AGREEMENT AND AT&T NATIONAL EMPLOYEES IN JOB TITLES COVERED BY APPENDIX T, ARTICLE TRA1

#### Scheduling

- 18.01 Shift and weekly work tour scheduling shall recognize the desire of most employees to work five (5) consecutive days in a calendar week, and to work the same shift each day of the tour, however, the responsibility for determining the required shifts and tours required to meet the needs of the business rests solely with the Company.
- 18.02 Except where agreed mutually by the Company and the Union, preference in selection of full-time and part-time tours shall be on a seniority basis in groups of employees with the same titles performing the same or like work at the same locations providing however, that the Company reserves the right to assign and maintain on all shifts a sufficient number of employees who possess the skill and knowledge necessary to properly attend to the needs of the business. Preference when exercised, shall remain in effect for a minimum of three (3) successive months. Exceptions to the three (3) month rule can be mutually agreed to between the Union and the Company.
- 18.03 Not later than 3:00 p.m. on Wednesday of each week, assignments for the next calendar week shall be posted to show the assigned tour each employee is to work during the following week. If the schedule is not posted by 3:00 p.m. Wednesday, the schedule shall be the same as that for the current week.
- 18.04 Employees hired, upgraded, transferred in, or returned from leave of absence shall, on the effective date of return, be assigned to available shifts. This will remain in effect until the next shift preferencing occurs.
- 18.05 After schedules have been posted or otherwise made available, employees may be permitted to change their tour, or one or more shifts or to exchange their tour or one or more shifts with another employee within the same work group, provided such arrangement is approved by the immediate supervisor concerned. The tours or shifts agreed upon to be worked by each employee involved shall be considered as if originally so scheduled for the purpose of determining payment for hours worked.
- 18.06 Changes in shifts and tour assignments may be originated by the Company. These changes may be made at any time during the preferencing period. Employee preferencing will be done on a seniority basis per paragraph 18.02. In cases where office hours or days of operation change, employee preferencing will be done on a seniority basis per



paragraph 18.02, and notification of the change will be made at least two (2) weeks before the change is to take effect, unless otherwise mutually agreed to by the Company and the Union.

- 18.07 Should the Company make shift or tour assignment changes after 3:00 p.m. on Wednesday of the preceding week, the changed shift or tour will be paid at the premium rate without shift differential but otherwise considered as scheduled. Shift differentials will be included in the computation of such premium rate when the changed shift or tour would have been paid for at the premium rate or when the worked shift occurs on Sunday.

Note: The foregoing provisions (Scheduling) shall not apply to employees of AT&T National.

### **Lunch Period And Breaks**

- 18.08 The unpaid lunch period for full-time employees and part-time employees working six (6) continuous hours or more shall be one (1) hour and it shall be taken between the third and the sixth hour of the shift as scheduled by the Company. Shorter lunch periods may be mutually agreed upon by the Union and local management. A part-time employee working a six (6) continuous hour shift will have the option to combine the two (2) fifteen (15) minute relief breaks as a half-hour paid meal period.
- 18.09 If the job assignment/title does not permit the employee to leave the building or job site/assignment, it is assumed no lunch period has been taken. In the event of such continuous duty, the employee will be permitted reasonable paid time to eat on the job.
- 18.10 Full-time employees and part-time employees working six (6) continuous hours or more shall be allowed two (2) fifteen (15) minute paid relief breaks per day. One (1) such relief break shall be allowed before and one (1) after the meal period, at a time designated by the Company. Part-time employees working three (3) continuous hours or more but less than six (6) hours, shall be allowed one (1) fifteen (15) minute paid relief break per day.

Note: The foregoing provisions (Lunch Period and Breaks) shall not apply to employees of AT&T National.

### **Overtime & Premium Pay**

- 18.11 The basic hourly wage rate including applicable differentials shall be paid for all time worked, except where overtime rates or premium rates are specifically provided for elsewhere in this Agreement.
- 18.12 Employees shall be paid at the overtime rate of one and one-half (1 ½) times their basic hourly wage rate including applicable differentials for work performed under the following conditions, except as provided in paragraph 18.13 below:
- (A) Time worked in excess of eight (8) hours in a day; or

(B) Time worked in excess of forty (40) hours in a week; or

(C) Time worked on a non-scheduled day; or

(D) Time worked on a call out.

18.13 Overtime hours worked in excess of nine (9) hours per week shall be paid at the rate of two (2) times the basic hourly wage rate plus applicable differentials, except as otherwise provided herein.

18.14 A premium payment at the rate of one and one-half (1 ½) times the basic hourly wage rate including applicable differentials shall be paid to employees for hours worked as scheduled Sunday shifts or as otherwise provided in this Agreement. Premium payments for Holidays will be paid as described in Article 23, Recognized Holidays.

18.15 No combination of overtime, premium and/or any other payments for time worked and/or any payments for time not worked, may produce an effective rate greater than two and one-half (2 ½) times an employee's basic hourly wage rate including applicable differentials.

18.16 For the purpose of crediting time not worked towards an employee's eligibility for overtime payments (as defined in paragraphs 18.12 and 18.13 above) only the following absences during a scheduled shift shall be considered:

- Illness (Paid)
- Death in Family (Paid)
- Jury or Other Court Duty (Paid)
- Severe Weather (if employee reports to work)
- Visit to Medical Facility or Company-Designated Physician at Company's Request
- Travel Time at Company's Request
- Civic Affairs (such as Community Fund, Red Cross, etc.)
- when Assigned by Company
- Authorized Attendance at Joint Meetings with the Company including Joint Union-Company Committee Meetings, Grievance Meetings and Union-Management Review Board Meetings
- Excused Time for Union Business (Unpaid)
- Vacation Days and Vacation Weeks
- Recognized Holidays
- Excused Work Days (Paid and Unpaid)
- Excused Time Requested by Company
- Collective Bargaining with the Company
- Disability (Paid)
- Leave of Absence (Paid)

- 18.17 The Company will distribute overtime as fairly as is practicable between employees within the work group affected by such overtime.

### **Meal Allowance During Overtime**

- 18.18 When an employee is required to work two and one-half (2 ½) or more additional hours beyond the employee's scheduled quitting time on a regular shift, works a prearranged twelve (12) hours shift, or works eleven (11) or more consecutive hours including travel time which are paid at the overtime rate, the employee will be provided a meal or a Meal Allowance of Eleven Dollars (\$11.00).

### **Call Outs**

- 18.19 When an employee is contacted outside of his/her regularly scheduled shift for immediate reporting, pay will begin with the time called and continue until the employee returns home unless the time worked continues to the completion of the employee's next scheduled shift. Should the assignment continue to the completion of the employee's next scheduled shift, the employee will only be compensated for the time actually worked and reasonable travel time from his/her residence using the most direct route. A minimum of two (2) hours pay at the overtime rate will be paid unless the call occurs less than two (2) hours before the start of the employee's next scheduled shift.

### **Out-Of-Hours Calls**

- 18.20 When an employee is contacted by telephone, outside of his/her regular shift, while on vacation or on a non-scheduled day, to discuss matters related to the job and the call has been authorized by management, the employee will be paid Sixty-Five Dollars (\$65).
- 18.21 Employees may be notified concerning working overtime either on or off the job. However, off the job notification shall be made not later than three (3) hours after shift has been worked or earlier than three (3) hours before a shift is to be worked. On the days the employee is not scheduled to work, calls shall be made between 10:00 a.m. - 10:00 p.m. Employees who are called outside these time limits will be paid per the above schedule. Payments will not apply if the call is made to cancel overtime or if the employee is receiving an on call differential.
- 18.22 If an out-of-hours call is prompted by the error or omission of the employee, no payment shall be made.

## **ARTICLE 19**

### **WORK DONE BY SUPERVISORS**

- 19.01 Supervisory employees will normally perform supervisory duties. Nothing herein is intended, however, to prevent supervisory employees from receiving or giving training.

## ARTICLE 20

### TREATMENT OF TIME NOT WORKED

#### **Absence - General Pay Treatment**

- 20.01 In general, employees shall not receive payment for scheduled time not worked except as provided elsewhere in this Collective Bargaining Agreement.
- 20.02 An employee who is unable to report for duty for any reason shall, if possible, notify his/her supervisor prior to the scheduled starting time of his/her shift.
- 20.03 For the purpose of crediting time not worked towards an employee's eligibility for overtime payments only the following absences during a scheduled shift shall be considered:
- Illness (Paid)
  - Death in Family (Paid)
  - Jury or Other Court Duty (Paid)
  - Severe Weather (if employee reports to work)
  - Visit to Medical Facility or Company-Designated Physician at Company's Request
  - Travel Time at Company's Request
  - Civic Affairs (such as Community Fund, Red Cross, etc.) when Assigned by Company
  - Authorized Attendance at Joint Meetings with the Company including Joint Union-Company Committee Meetings, Grievance Meetings and Union-Management Review Board Meetings
  - Excused Time for Union Business (Unpaid)
  - Vacation Days and Vacation Weeks
  - Recognized Holidays
  - Excused Work Days (Paid and Unpaid)
  - Excused Time Requested by Company
  - Collective Bargaining with the Company
  - Disability (Paid)
  - Leave of Absence (Paid)

#### **Personal Illness**

- 20.04 Payments to a regular employee for absence due to the employee's personal illness shall be made in accordance with the following:
- (A) If an employee with one (1) year or more of service reports to work and becomes ill during his/her shift, the time not worked during the remaining hours of the shift shall be paid for at his/her basic wage rate, including applicable shift differential for which the employee is eligible pursuant to Article 21 Differentials, Section: Shift Differential.

- (B) If an employee with less than one (1) year of service reports to work and becomes ill during his/her shift, the time not worked during the remaining hours of the shift will be unpaid.
- (C) Except as specified in (A) and (B) above and (E) below, payment for personal illness absence during the first seven (7) consecutive days of absence will be as follows:
- Less than one (1) year of service -  
**No Pay.**
  - One (1) year of service but less than two (2) years -  
**Pay after the second scheduled work day.**
  - Two (2) years of service but less than five (5) years -  
**Pay after the first scheduled work day.**
  - Five (5) years of service and over -  
**Pay from and including the first scheduled work day.**
  - No more than five (5) days will be paid for sickness absence in any calendar week.

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.

- (D) The first full shift (except for sixth shifts) for which an employee does not report or is unable to begin work because of personal illness shall be considered as the first day of absence for illness pay purposes. If after the first day of such absence, the employee returns to duty and is subsequently unable to report for duty on a shift (except for sixth shifts) because of personal illness, the latter day of absence shall be considered as the first day of absence for illness pay purposes, and any subsequent returns to duty and absences because of personal illness shall be similarly treated.
- (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.

## **Death In Family**

- 20.05 Payments for absence due to a death in the family may be allowed for regular employees with a minimum of six (6) months service as described below. Pay for this purpose shall include applicable shift differentials for which the employee is eligible pursuant to Article 21 Differentials, Section: Shift Differential.
- 20.06 Employees absent due to death of a child, spouse or Legally Recognized Partner, or any relative listed in paragraphs 20.07 or 20.08 who resides in the same house with the employee will be excused from duty without loss of pay for up to a maximum of three (3) scheduled work days (including travel time) beginning with the day of death through the day of the funeral.
- 20.07 Except as provided for in paragraph 20.06, employees absent due to the death of a parent, stepchild, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparent or grandchild will be excused from duty without loss of pay for up to a maximum of two (2) scheduled work days (including travel time) beginning with the day of death through the day of the funeral.
- 20.08 Except as provided for in paragraph 20.06, employees absent due to the death of a brother-in-law, sister-in-law, stepparent, their minor child's parent or spouse's grandparent will be excused from duty without loss of pay for up to one (1) scheduled work day (including travel time) beginning with the day of death through the day of the funeral.
- 20.09 The maximum number of days referred to in paragraphs 20.06, 20.07 and 20.08 above normally shall be increased by one (1) for travel time if an employee attends a funeral which is held more than two hundred (200) miles from the employee's normal work location.
- 20.10 In addition, in the event of a death as noted herein, employees shall upon request be excused from scheduled time for one (1) additional unpaid day. A paid Vacation or Excused Work Day may be substituted for this day at the employee's option.

## **Serious Distress**

- 20.11 Payment for absence due to serious distress may be made to regular employees with a minimum of six (6) months service. "Serious Distress" refers to an unwelcome situation beyond the control of the employee which requires the employee to meet a family duty or obligation, which is not pre-planned and which cannot appropriately be served by others or attended to by the employee at any time when the employee is off the job. Payment, if made, shall be for a maximum of one (1) scheduled shift.

## **Jury or Other Court Duty**

- 20.12 Employees under subpoena or summons shall receive pay for time lost on account of jury or other court duty without deduction for any amount received from civil authorities,

except that fees received by an employee in connection with a legal action directly or indirectly pertaining to Company matters or Company records become the property of the Company. The employee should notify the Company of the jury or other court duty as soon as possible.

- 20.13 Evening and night shift employees are expected to attend such jury or other court duty during the day and are not expected to work his/her scheduled evening or night shift. However, pay for this purpose shall include applicable shift differentials for which the employee is eligible pursuant to Article 21 Differentials, Section: Shift Differential. If such jury or other court duty continues into a second calendar week, the Company may re-schedule an employee who normally works an evening or night shift to a day shift.
- 20.14 "Other Court Duty" as referred to in this Section, is intended to cover those circumstances where an employee acts in the interest of good citizenship such as when an employee who is a witness to an accident, assault, robbery, etc. is requested to appear in court as a witness. The employee's appearance would qualify as "Other Court Duty" since such an appearance is considered to be meeting a civic responsibility.
- 20.15 Notwithstanding any of the above, "Other Court Duty" as referred to in this Section, does not include lost time associated with criminal or civil actions, whether under subpoena or summons or not, if the employee is a plaintiff or defendant, or is otherwise a direct or indirect party to the action. Absence requests for court appearances in connection with such matters are considered personal, however, employees may be excused without pay.
- 20.16 Day shift employees involved with any jury or other court appearances must report back to work to complete his/her scheduled shift immediately upon being released from attendance at court that day, unless otherwise directed by management.
- 20.17 Employees completing jury or other court appearances may be required to obtain documentation of his/her attendance.

### **Voting**

- 20.18 Employees shall be excused without pay for such time as is reasonably necessary to vote in a duly sanctioned government election. Application for such time off must be made prior to election day.

### **Election Service**

- 20.19 Employees may be excused without pay for serving as an Inspector, Judge, Assistant Clerk, Clerk, Sheriff or its equivalent in connection with Federal, State, Municipal or County elections. This excludes services for any political party.

### **Severe Weather**

- 20.20 The Company recognizes that the nature of the work and the health and safety of employees are important factors when assigning work during severe weather. Continuous exposure to the elements in severe weather will not be required except to

maintain service and/or to protect life or property. The Company will furnish protective equipment, such as tent heaters, heating equipment, or heated motor vehicles so that employees can get out of the weather for periods necessary to avoid continuous exposure. Employees must report.

20.21 When scheduled straight time work is suspended due to severe weather, other suitable work will be assigned if available. Employees will be paid for a full day's shift.

## ARTICLE 21

### DIFFERENTIALS

#### Shift

21.01 Employees who are scheduled to work an evening or night shift will be paid a shift differential of Ten Dollars (\$10.00) per day or ten percent (10%) of their basic wage rate, whichever is greater.

**The following Section: 21.02 applies to Job Titles formerly covered by Appendix B, Exhibits 1, 2 and 3 in the Parties' 2004 Collective Bargaining Agreement.**

21.02 A shift differential shall not be paid for any day shift that extends beyond 6:00 p.m. due to an employee working overtime.

**The following Section: 21.03 applies to Job Titles formerly covered by Appendix B, Exhibits 4 and 5 in the Parties' 2004 Collective Bargaining Agreement.**

21.03 A shift differential shall not be paid for any shift that extends beyond 7:00 p.m. due to an employee working overtime.

21.04 Regular employees normally working an evening or night shift will be paid shift differential for scheduled time not worked, only in the following instances and under the following conditions:

- Illness (Paid)
- Death In Family (Paid)
- Jury Or Other Court Duty (Paid), however, if such absence continues into a second calendar week, the Company may reschedule the employee to a day shift
- Severe Weather, if employee reports to work
- Vacations, if shift differential has been received by the employee for one (1) week immediately prior to the beginning of the vacation period
- Recognized Holidays
- Excused Work Days (Paid)
- Visits to Medical Facility or Company - Designated Physician at Company's Request



- Travel Time at Company's Request
- Civic Affairs (such as Community Fund, Red Cross, etc.) When Assigned by The Company
- Disability (Paid)

**Swing Tour**

21.05 Swing tours consisting of one (1) shift of one type and four (4) shifts of another, or two (2) shifts of one type and three (3) shifts of another, may be assigned to provide coverage which cannot be reasonably cared for by other tour scheduling. The one or two odd shifts, as appropriate, will be paid for at the premium rate without differential, except on Sunday when the differential will be included in the computation of the premium rate.

**Work Up Rate**

21.06 An employee who is temporarily assigned to a higher paid job title within the Bargaining Unit will be paid the difference in the maximum daily wage rate between the job title to which the employee is temporarily assigned and the job title to which the employee is regularly assigned.

21.07 An employee shall not be so assigned more than sixty (60) scheduled shifts in a calendar year and such assignment shall not be used to prevent a promotion to a higher job title. This limit may be extended as circumstances warrant upon agreement of the appropriate Director of the Company and Business Manager of the Local Union involved. If in the local work group, such temporary assignments result in employees working cumulatively one hundred twenty (120) shifts in any one title during a calendar year, the most senior qualified employee so assigned shall be promoted.

21.08 Whenever an employee is temporarily assigned to perform job duties of a job title rated lower than their regular job, except as otherwise stated in this Agreement, the employee shall not suffer a reduction of their basic wage rate and shall be eligible for applicable differentials of the new assignment.

**The following Section: Temporary Supervisor applies to Job Titles formerly covered by Appendix B, Exhibits 1, 2 and 3 in the Parties' 2004 Collective Bargaining Agreement.**

**Temporary Supervisor**

21.09 The Company may, if it deems necessary, appoint from among volunteers, a qualified Bargaining Unit employee, who is at the maximum wage rate for the employee's job title, to act temporarily as a supervisor over other employees within the appropriate work group. Employees at the maximum wage rate with seniority shall be given full consideration before the appointment is made. However, seniority shall not be the governing factor and shall not prevent the appointment of an employee with less seniority who is better qualified for the appointment. If there are no such employees at the maximum wage rate in the group to be considered, another employee may be appointed.

When an employee is acting as temporary supervisor, the employee shall perform only those duties normally performed by the supervisor the employee is replacing.

- 21.10 When appropriate, the group to be considered in the selection of a temporary supervisor will consist of those employees included on the same vacation schedule and overtime list. If these two (2) lists are not the same, the smaller of the two (2) will be used.
- 21.11 Prior to the commencement of the assignment, the employee shall be told whether the appointment will be on an hourly, daily, weekly or longer period basis. However, the assignment may be terminated earlier if a supervisor being replaced returns or unanticipated circumstances severely affecting service arise, such as fire, flood, storm or disaster. The assignment may also be terminated earlier when circumstances arise which management and the Union mutually agree warrant such termination. Once the assignment has been so terminated, it will not be reinstated during the current absence of a supervisor being replaced without the consent of the Union. While the employee is acting as a temporary supervisor, the employee will not be worked as a Bargaining Unit employee during regular hours.
- 21.12 Should the needs of the business require the temporary supervisor being worked as a Bargaining Unit employee on an overtime basis, such assignment shall take place only if all other qualified Bargaining Unit employees available at the required time within the particular overtime group have been offered the opportunity to work.
- 21.13 Weekly appointments are those made to cover a full Monday through Friday supervisory absence. When such appointments are prearranged, the "week" in effect will be considered to run from Sunday through Saturday.
- 21.14 Appointments which could not be prearranged, but which are made to cover a full Monday through Friday supervisory absence, are also weekly appointments, but considered to run from the time of appointment through Saturday. (Note: This would also include an appointment for the rest of a week made on Tuesday morning following a Monday holiday.)
- 21.15 The type of supervisory absence which necessitates a temporary assignment is of no consequence in defining an appointment.
- 21.16 Temporary assignments shall not be made for longer than a three (3) month period in a calendar year, but may be extended as circumstances warrant upon mutual agreement between management and the Business Manager of the Local Union involved.
- 21.17 When temporary supervision has been used on a job for a period of six (6) months, a supervisor will be appointed except in those cases where the regular supervisor is being temporarily replaced because of sickness, leave or other absence or special assignment and is expected to return to the position, in which case management and the Business Manager of the Local Union involved shall review at three (3) month intervals.

- 21.18 An employee temporarily assigned as a temporary supervisor shall receive a temporary supervisor differential of ten percent (10%) of the employee's basic daily wage rate for each day worked as a temporary supervisor. Such differential shall also be paid:
- (A) To an employee on vacation of one (1) week or more if the employee is assigned to the temporary supervisor assignment at least one (1) continuous week immediately preceding the vacation week.
  - (B) To an employee for a Recognized Holiday, vacation day, paid Excused Work Day or Floating Holiday if the employee is assigned to the temporary supervisor assignment the day before and the day after the Recognized Holiday, vacation day, paid Excused Work Day or Floating Holiday.
  - (C) To an employee absent (not including disability) while assigned as a temporary supervisor if the assignment has been for at least one (1) continuous week immediately preceding the absence.

**The following Section: Temporary Management applies to Job Titles formerly covered by Appendix B, Exhibits 4 and 5 in the Parties' 2004 Collective Bargaining Agreement and employees of AT&T National.**

**Temporary Management**

- 21.19 The Company may, if it deems necessary, appoint from among volunteers, an employee within the work location to act temporarily in a management position. The Company may appoint an employee from another work location within the Bargaining Unit, if force or work load do not permit temporary assignments from within the work location.
- 21.20 The employee selected may perform all those duties normally performed by someone permanently assigned to said position except the temporary management employee shall not take planned disciplinary action against other employees.
- 21.21 An employee who is acting in a temporary management capacity may perform Bargaining Unit work during overtime periods, provided all other qualified employees in the work location have been offered the opportunity to work the overtime first.
- 21.22 Temporary assignments shall not be made for less than one-half shift and shall not exceed six (6) months, but may be extended by mutual consent between the Company and the Union.
- 21.23 Employees working in a temporary management assignment for a consecutive six (6) month period or more shall not be reassigned to the same temporary management position within sixty (60) days following the completion of the assignment. Employees working in any temporary management assignment(s) for a consecutive twelve (12) month period shall not be reassigned to a temporary management position within sixty (60) days following the completion of the twelve (12) month period of assignment(s).

- 21.24 An employee so temporarily assigned shall receive a temporary management differential of ten percent (10%) of the employee's basic hourly wage rate for each hour worked in the assignment. The assignment may be for one-half shift or a full shift. Such differential shall also be paid:
- (A) To an employee on vacation of one (1) week or more if the employee is assigned to the temporary management assignment at least one (1) continuous week immediately preceding the vacation week.
  - (B) To an employee for a Recognized Holiday, vacation day, paid Excused Work Day or Floating Holiday if the employee is assigned to the temporary management assignment the day before and the day after the Recognized Holiday, vacation day, paid Excused Work Day or Floating Holiday.
  - (C) To an employee absent (not including disability) while assigned as temporary management, if the assignment has been for at least one (1) continuous week immediately preceding the absence.
- 21.25 Temporary management assignments shall not constitute transfers outside the Bargaining Unit.

### **Lead Person**

- 21.26 The Company may, if it deems necessary, appoint from among volunteers, a qualified Bargaining Unit employee who is at the maximum wage rate for the employee's job title, to act as a "lead person" over other employees.
- 21.27 A lead person may also be assigned to perform the duties of a temporary supervisor or a temporary manager as specified in Section: Temporary Supervisor and Section: Temporary Management above.
- 21.28 Employees at the maximum wage rate with seniority shall be given full consideration for such appointments. However, seniority shall not be the governing factor and shall not prevent the appointment of an employee with less seniority who is better qualified for the appointment. If there are no such employees at the maximum wage rate in the group to be considered, another employee may be appointed.
- 21.29 While serving in this capacity, the employee will perform non-disciplinary administrative and organizational supervisory tasks, as well as the Bargaining Unit work associated with the assignment.
- 21.30 The assignment of a "lead person" will not be made to replace a supervisor who is absent from work for a full week or more. Such assignment as a temporary supervisor or temporary manager, replacing an absent supervisor, will be made as provided for in Section: Temporary Supervisor or Section: Temporary Management above.

- 21.31 An employee so temporarily assigned shall receive a lead person differential of ten percent (10%) of the employee's basic daily wage rate for each day worked as a lead person. Such differential shall also be paid:
- (A) To an employee on vacation of one (1) week or more if the employee is assigned to the lead person assignment at least one (1) continuous week immediately preceding the vacation week.
  - (B) To an employee for a Recognized Holiday, vacation day, paid Excused Work Day or Floating Holiday if the employee is assigned to the lead person assignment the day before and the day after the Recognized Holiday, vacation day, paid Excused Work Day or Floating Holiday.
  - (C) To an employee absent (not including disability) while assigned as a lead person if the assignment has been for at least one (1) continuous week immediately preceding the absence.

### **On Call**

- 21.32 The Company may assign qualified employees from among those who volunteer, on a rotational basis, to be "on call" with a pager or another type of notification device and to be available for out-of-hours work on a daily or weekly basis.
- 21.33 When so assigned, the employee will carry the pager or notification device at all times from the end of his/her shift to the beginning of his/her next scheduled shift. In addition to payment for any time worked, the employee will be paid an on call differential as follows:
- (A) Ten Dollars (\$10.00) if worn from end of his/her shift to the beginning of his/her next scheduled shift except for (D) below;
  - (B) Twenty Dollars (\$20.00) if worn on a day for which the employee is not scheduled to work except for (D) below;
  - (C) Twenty-Five Dollars (\$25.00) if worn on a Recognized Holiday, whether scheduled or not scheduled to work;
  - (D) Sixty Dollars (\$60) if worn for the period of time from the end of the employee's Friday shift until the start of the employee's Monday shift.
- 21.34 When the Company contemplates use of this provision in the work force, the Area Manager will contact the Chief Steward/Area Steward or Business Representative/ Assistant Business Manager for the purpose of developing implementation procedures. If the assignment is to cover an entire week, notification of such assignment will be made by the close of the shift on Wednesday of the preceding week.

## ARTICLE 22

### CLASSIFICATION AND TREATMENT OF REGULAR PART-TIME EMPLOYEES

- 22.01 The classification of a regular part-time employee is based on the employee's "part-time equivalent work week" which shall be determined prospectively by dividing the employee's total normally scheduled hours per month by 4.35 and rounding the result to the next higher whole number. (Illustration: 68 hours per month divided by 4.35 equals 15.6, rounded to a "part-time equivalent work week" classification of 16.)
- 22.02 The "part-time equivalent work week" classification of each regular part-time employee shall be reviewed by the Company quarterly and adjusted on a prospective basis, if appropriate. In determining whether such adjustment is appropriate, the Company will consider the actual average number of hours worked per month (excluding overtime hours) during the preceding quarter and the likelihood that such number of work hours will continue for a reasonably foreseeable period of time.
- 22.03 Where applicable, payments to a regular part-time employee under Company benefit plans shall be prorated based on the relationship of the individual part-time employee's "part-time equivalent work week" classification to a forty (40) hour work week. A regular part-time employee shall not be paid for time not worked for absence due to sickness (not under the "AT&T Legacy Bargained Program of the AT&T Pension Benefit Plan, Midwest Program of the AT&T Pension Benefit Plan" and/or the "AT&T Midwest Disability Benefits Program", "Legacy AT&T Disability Benefits Program" or their successor Plans) unless such absence due to sickness occurs on a day of the week on which the employee is scheduled to work.
- 22.04 Employees who have a Net Credited Service date of December 31, 1980, or before, and who hold a part-time employee classification as of the effective date of this Agreement shall, during his/her current term of employment, receive payment for the benefits and other items listed above on the same basis as a full-time employee.
- 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.
- 22.06 Except for payment for overtime or premium hours worked, all hours worked by a regular part-time employee shall be paid at the equivalent basic hourly wage rate including applicable differentials for a comparable regular full-time employee.
- 22.07 Overtime hours worked shall be paid at the rate of one and one-half (1 ½) times the basic hourly wage rate including applicable differentials. Overtime is as defined in Article 2, Definitions, Section: Scheduling & Wage Related.

- 22.08 A premium payment at the rate of one and one-half (1 ½) times the basic hourly wage rate including applicable differentials shall be paid to regular part-time employees for hours worked as scheduled Sunday shifts. Premium is as defined in Article 2, Definitions, Section: Scheduling & Wage Related.
- 22.09 Regular part-time employees scheduled to work on a Recognized Holiday may be excused without pay for time not worked to the extent that service requirements will permit and without loss of the Holiday Allowance payment.
- 22.10 A Holiday Allowance will be paid on the basis of one-fifth (1/5) of the average weekly hours, rounded to the nearest quarter hour, based on the employee's "part-time equivalent work week" that is actually worked. The "part-time equivalent work week" is reviewed quarterly and adjusted on a prospective basis, if appropriate.
- 22.11 Regular part-time employees absent without pay, other than for Company excused absences, on either the employee's last scheduled work day before the Recognized Holiday or the employee's first scheduled work day after the Recognized Holiday shall not be paid a Holiday Allowance.
- 22.12 A regular part-time employee who works a holiday shift will be paid in accordance with Article 23, Recognized Holidays, paragraph 23.10.
- 22.13 Any regular part-time employee shall receive the appropriate differential for any time worked.
- 22.14 Regular part-time employees, regardless of work week classification, shall be eligible for Excused Work Days and Day-At-A-Time vacation days as provided in Article 24, Excused Work Days and Article 25, Vacations, Section: Day-At-A-Time. However, payment for such days shall be on the basis of one fifth (1/5) of the average weekly hours, rounded to the nearest quarter hour, based on the employee's "part-time equivalent work week" that is actually worked. The "part-time equivalent work week" is reviewed quarterly and adjusted on a prospective basis, if appropriate.
- 22.15 A regular part-time employee must request a specific day in the calendar year other than a non-scheduled day, a Saturday, Sunday, another Recognized Holiday, Excused Work Day or vacation day to be observed as the employee's Floating Holidays. Those regular part-time employees who work only on Saturday and Sunday may schedule Floating Holidays on a Saturday or Sunday.

## ARTICLE 23

### RECOGNIZED HOLIDAYS

23.01 The following are the Recognized Holidays for which regular employees shall be paid a Holiday Allowance consisting of a day's pay at the basic wage rate including applicable shift differential for which the employee is eligible pursuant to Article 21 Differentials:

- New Year's Day
- Martin Luther King Jr.'s Birthday, Good Friday or Floating Holiday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Friday After Thanksgiving
- Christmas Eve
- Christmas Day
- Floating Holiday

23.02 The following additional provisions apply to eligibility and scheduling requirements for the Recognized Holiday and the Floating Holiday(s):

- (A) A regular employee with at least six (6) months of Net Credited Service on January 1, shall be eligible for and shall designate one (1) Floating Holiday as provided below. A regular employee with less than six (6) months of Net Credited Service on January 1, shall become eligible for one (1) Floating Holiday after completing six (6) months of service and shall designate such day as provided below.
- (B) An eligible regular employee must request specific days in the calendar year other than a non-scheduled day, Saturday, Sunday, another Recognized Holiday, Excused Work Day or vacation day to be observed as the employee's Floating Holiday(s).
- (C) Prior to January 1st, an employee must identify either Martin Luther King Jr.'s Birthday or Good Friday as a Recognized Holiday for the next year and it must be taken on the observed date. Once designated, it cannot be changed by either the employee or the Company. If an employee elects to designate a Floating Holiday in lieu of Martin Luther King Jr.'s Birthday or Good Friday, the Floating Holiday will be scheduled according to the same provisions for the other Floating Holiday as described in 23.02 (A) and (B) above, except that an employee must be hired prior to Good Friday in order to be eligible for this Floating Holiday in their year of hire.
- (D) Should an employee be scheduled to work on a day selected as either a Recognized Holiday or a Floating Holiday as described in 23.02 (A) and (C) above, the employee will receive pay treatment as described in paragraph 23.10 (A), (B), and (C).



- 23.03 When a Recognized Holiday falls on Saturday, employees not scheduled to work will have the option of electing either a paid Holiday Allowance or a day off with pay at his/her basic wage rate thereafter in the calendar year or during the first four (4) months of the following year as approved by the supervisor. The day subsequently approved in lieu of the Saturday holiday will be treated as the Recognized Holiday for all purposes and may not be changed or rescheduled. This provision does not apply to Floating Holidays.
- 23.04 When a Recognized Holiday falls on a Sunday, the following Monday shall be observed as the Recognized Holiday and shall be treated the same as any Monday on which a Recognized Holiday falls. For pay purposes, the Sunday shall be treated the same as any Sunday on which a Recognized Holiday does not fall. However, when the Christmas Eve holiday falls on a Sunday, that Recognized Holiday will be treated as an additional Floating Holiday to be taken between December 26 of that year and December 31 of the following year.
- 23.05 Employees may be scheduled for work on Recognized Holidays. The number of holiday shifts scheduled will be kept to the minimum required to meet the needs of the business.
- 23.06 Schedules of individuals who will be required to work a Recognized Holiday shall be posted or otherwise be made available by 5 P.M. on Thursday of the second preceding week. Inadvertent failure to post the schedule or otherwise make it available on the specified Thursday shall not constitute a breach of the Agreement.
- 23.07 Regular full-time employees scheduled to work on a Recognized Holiday may be excused without pay for time not worked to the extent the service requirements will permit without loss of the Holiday Allowance.
- 23.08 Regular full-time employees absent without pay other than for Company excused absences, on either the employee's last scheduled work day before the Recognized Holiday or the employee's first scheduled work day after the Recognized Holiday shall not be paid a Holiday Allowance.
- 23.09 If a regular full-time employee is absent from work because of a personal illness on both of the regular work days which immediately precede and follow a Recognized Holiday, the Recognized Holiday shall be considered a day of illness and the entire absence shall be handled as any other illness case.
- 23.10 In addition to the Holiday Allowance as provided above, an employee will receive pay for hours worked as follows:
- (A) Premium Rate:
- (i) A scheduled shift on a Monday through Friday Recognized Holiday.
  - (ii) A scheduled shift on a Saturday Recognized Holiday.

(B) Overtime Rate:

All non-scheduled hours worked on the Recognized Holiday within the employee's normal shift.

All scheduled or non-scheduled hours worked as sixth shift on a Recognized Holiday within the employee's normal shift.

(C) Basic Plus Premium Rate:

All scheduled or non-scheduled hours including a sixth shift, worked outside the employee's normal shift on the Recognized Holiday except those covered by subparagraph (A) above, and all hours worked outside the employee's normal shift on the day preceding or following the Recognized Holiday if worked continuously with hours worked on the Recognized Holiday.

- 23.11 When a Recognized Holiday falls within the employee's paid vacation period, the employee will be allowed to reschedule one (1) day of vacation. Such day shall be scheduled in accordance with Article 25, Vacations. This re-scheduled day shall be considered a vacation day.
- 23.12 Nothing in this Article requires the Company to change or provide any additional paid holiday in the event the State or Federal government declares, changes, deletes or adds to State or Federally recognized days of observance or commemoration. The Company shall not be obligated to recognize holidays other than those listed in this Article.

**ARTICLE 24**

**EXCUSED WORK DAYS**

- 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 for four (4) Excused Work Days with pay and one (1) Excused Work Day without pay during each of such years. Each regular employee who has less than six (6) months Net Credited Service on January 1 or who is hired after January 1 of the above respective years shall be eligible for two (2) Excused Work Days with pay and one (1) Excused Work Day without pay to be taken after six (6) months service is completed.
- 24.02 Employees who do not work on their paid Excused Work Day shall be paid their basic hourly wage rate (excluding any wage incentive or productivity payments) plus applicable shift differentials pursuant to Article 21 Differentials, provided they are on the active payroll of the Company on that Excused Work Day.
- 24.03 Excused Work Days may be taken by regular employees in one-half day increments but cannot be pre-scheduled as part of the vacation selection process. One-half day Excused

Work Days will be granted on a first come, first served basis, work conditions permitting and shall be one-half of the employee's normal work day. Treatment of one-half Excused Work Days, except as noted above, are subject to other provisions of this Article.

- 24.04 Employees who are on vacation or absent with pay on their paid Excused Work Day for reasons other than having observed it as an Excused Work Day shall have their paid Excused Work Day rescheduled if a vacation day would have been rescheduled under the same circumstances.
- 24.05 If employees agree to work on their paid Excused Work Day and the Company determines that the day cannot be rescheduled, they shall be paid as applicable in accordance with the following subparagraphs:
- (A) Employees who agree to work before the work schedule becomes fixed shall receive one day's pay as set forth in paragraph 24.02 in lieu of their Excused Work Day and shall in addition be paid in accordance with the provisions of the Collective Bargaining Agreement covering work on a scheduled day of work.
  - (B) Employees who agree to work after the work schedule becomes fixed shall receive one day's pay as set forth in paragraph 24.02 in lieu of their Excused Work Day and shall in addition be paid in accordance with the provisions of the Collective Bargaining Agreement covering work on a non-scheduled day.
  - (C) Time worked by an employee on his/her Excused Work Day shall be considered time worked on a regularly scheduled day of work for all purposes, except as is otherwise expressly provided in this Article.
- 24.06 Excused Work Days may, at the discretion of local management, be taken by regular full-time employees in increments of two (2) hours. If the length of an employee's scheduled daily shift is not evenly divisible into (2) hour increments, the last increment of such Excused Work Day may be less than two (2) hours. Such Excused Work Day cannot be prescheduled as part of the vacation selection process and will be granted on a first come, first served basis, work conditions permitting.

## **ARTICLE 25**

### **VACATIONS**

#### **Eligibility**

- 25.01 Regular employees shall be entitled to accrue vacation with pay as follows:
- (A) Two (2) weeks vacation during each vacation year in which such employee's first to sixth service anniversary date falls. In the first year of employment, when an employee completes six (6) months of service they will be granted one (1) week of vacation. If the employee completes six (6) months of service and his/her first

service anniversary falls within the same vacation year, only two (2) weeks of vacation shall be granted. The first week may be granted any time after the completion of six (6) months of service, and the second week granted after the completion of twelve (12) months of service. If such employee becomes eligible for a vacation week on or after October 1, such vacation may be "carried over" into the following year.

- (B) Three (3) weeks vacation during each vacation year in which such employee's seventh to fourteenth service anniversary date falls.
- (C) Four (4) weeks vacation during each vacation year in which such employee's fifteenth to twenty-fourth service anniversary date falls.
- (D) Five (5) weeks vacation during each vacation year in which such employee's twenty-fifth and subsequent service anniversary date falls, provided that such employee takes at least one (1) week of such vacation between December 31 and April 30 inclusive, of such vacation year or between November 1 and December 30 inclusive, of such vacation year. The employee has the option of scheduling this week on a day-at-a-time basis subject to the provisions of this Article, Section: Day-At-A-Time.

25.02 Vacation pay is based on the employee's basic wage rate plus shift differential for those employees who received the differential for one (1) week or more immediately prior to the beginning of his/her vacation period.

25.03 A "week" is a "calendar week" as defined in Article 2, Definitions. A "vacation year" is the period beginning on December 31 and ending the following December 30.

### **Scheduling/Selection**

25.04 Vacation schedules in appropriate force groups will be developed jointly between Steward and supervisor. During the month of October, the Steward and the supervisor will develop the composition of the vacation schedules on a basis satisfactory to both Parties. In the event the Steward and management fail to reach agreement on composition of the vacation schedule, the matter may be referred to the appropriate Labor Relations representative and to the appropriate Union representative. Vacation selections will begin as soon as practical after November 1. Vacation schedules shall be posted at all times. In the event an employee selects a vacation week which begins during the last week of December of the vacation year, any portion of such vacation week which falls in the next vacation year shall be treated as though it occurred in the vacation year in which the week began for purposes of vacation scheduling.

**25.05 For employees identified in Appendix B, Exhibits 1, 2, and 3 of the 2004 Collective Bargaining Agreement between IBEW Local 21 and SBC Midwest this paragraph will apply:**

As a guideline for vacation schedule composition, fifteen percent (15%) per month of the total weeks (rounded upward to the nearest whole week) in a work group's vacation schedule may be scheduled during the months of June, July and August. Where this percent permits fewer employees to be on vacation at any one time than the number of supervisor groups in the vacation schedule, the percent shall be increased to permit the release of that number. Vacations in months other than June, July and August may exceed the fifteen percent (15%) guideline, subject to workload and service requirements.

**25.06 The selection process used to select available time-off, including vacation time, carry-over vacation time, Excused Work Days (paid and non-paid), Floating Holidays and days in lieu of holiday which fall within scheduled vacation shall be as follows:**

- (A) Regular employees on the same vacation schedule shall make selections based upon seniority and shall be granted time off to the extent practicable, consistent with force requirements and the needs of the business.
- (B) Regular employees shall be allowed to select scheduled vacation weeks from those made available. Only full weeks of vacation are included in this first selection priority. Full weeks must be scheduled in the vacation year except where otherwise provided in this Article. After all employees in the work group have selected the required scheduled full vacation weeks, employees will be allowed a second selection priority to select other time-off which includes day-at-a-time, Excused Work Days, Floating Holidays and day in lieu of holiday for which they are eligible.

In addition to the time-off scheduled under paragraph (B) above, employees shall also select "reserve-time" on the second selection priority canvass. "Reserve-time" shall equate to all day-at-a-time vacation and excused work days whether or not scheduled under paragraph (B) above.

The period during which the reserve-time may be scheduled shall extend through April 30 of the following vacation year. Any time-off not taken by an employee prior to the scheduled reserve-time must be taken during the scheduled reserve-time for that employee.

- (C) Subject to the needs of the business and force requirements of the group, time-off not scheduled during the second selection priority may be selected by an employee on the basis of the earliest request to the employee's immediate supervisor.

### **Vacation - Day-At-A-Time**

- 25.07 An employee who is eligible for two (2) weeks of vacation may choose to schedule one (1) of those weeks on a day-at-a-time basis. An employee who is eligible for three (3) or four (4) weeks of vacation may choose to schedule one (1) or two (2) weeks of vacation on a day-at-a-time basis. An employee who is eligible for five (5) weeks of vacation may choose to schedule one (1), two (2), or three (3) weeks of vacation on a day-at-a-time basis.
- 25.08 Day-at-a-time vacation days may be scheduled in half day increments. A half day is defined as one-half of the employees scheduled work day.

### **Sickness Or Leave During Vacation**

- 25.09 If an employee is absent at the time scheduled for vacation and the employee returns before December 30, the vacation may be rescheduled in the current year or if no time is available, the employee will be paid in lieu of the remaining vacation. If the employee returns after December 30, the employee will be paid in lieu of the remaining vacation. In the case of "carry-over" vacation, the employee may reschedule the carry-over vacation if sufficient time is available in the carry-over period. If time is not available or if the employee does not return within the carry-over period, the employee will be paid in lieu of the remaining vacation.
- 25.10 When an absence due to sickness or disability begins during an employee's scheduled vacation and the employee notifies the Company within the calendar week in which the sickness or disability begins, such absence will be treated as vacation and any subsequent consecutive calendar weeks of scheduled vacation will be treated as sickness or disability. When an absence due to sickness or disability begins during a regular employee's scheduled day-at-a-time vacation and the employee notifies the Company that day, the day of notice will be treated as a vacation day. Any subsequent consecutive day-at-a-time vacation will be treated as sickness or disability. Such reclassified vacation time can be rescheduled.
- 25.11 If vacation is deferred as described in paragraph 25.10 above the deferred vacation shall be taken as early as practicable, subject to the approval of the employee's supervisor. The Steward will be advised of the decision as soon as is practical after approval has been given.

### **Carry-Over**

- 25.12 Employees may elect to carry over any number of their weeks of vacation to the following year subject to the following terms:
- (A) An eligible employee shall not schedule less than two (2) weeks of vacation in any vacation year except as provided for in Article 25.01 (A).

- (B) Any vacation time "carried over" from one vacation year to the next must be scheduled and taken no later than the week beginning with the last Sunday in May of the year into which the vacation time is carried over. For all weeks of vacation carried over from one vacation year into the next, at least an equal number of matching weeks of vacation for the vacation year into which the carry-over is shifted must also be completed no later than the last Sunday in May of the same year.
- (C) Employees electing to carry over vacation time must schedule the "carried over" and the matching week at the same time the vacation selection for the current year is made.
- (D) Vacation selections for the subsequent year made pursuant to sub-paragraph (B) above, and the selection of vacation periods which include "carried over" and matching weeks shall have precedence over all subsequent vacation selections in such subsequent vacation year between December 31 and the week beginning with the last Sunday in May.

### **Payment In Lieu Of**

- 25.13 In case of death, wages associated with an unused portion of a regular employee's scheduled vacation shall be paid to the employee's beneficiary or to the employee's estate.
- 25.14 Employees who are laid off shall not be eligible for any vacation payment during the period of the layoff. If, however, such employee is laid off before receiving the vacation for which an employee has become eligible in the vacation year of such layoff, such employee shall receive payment equal to and in lieu of such vacation.
- 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.

## **ARTICLE 26**

### **AUTOMOBILE MILEAGE EXPENSE**

- 26.01 Employees may elect to receive reimbursement for authorized incidental use of their automobile for Company business at the rate approved by the Internal Revenue Service (IRS) of the United States as a business use deduction.
- 26.02 In the event the IRS increases the standard mileage rate allowable as a business use deduction from gross income during the term of this Agreement, the Company shall increase the amount of reimbursement accordingly, effective on the first of the month following the effective date of the change by the IRS.

26.03 The Company will reimburse employees for personal travel expenses incurred in connection with Company directed visits to medical facilities or Company designated local physicians, including such visits related to cases of disability. The Company will not reimburse employees for any expense incurred in connection with non-Company directed medical related visits or for those visits to a personal physician in order to secure a doctor's signature on a disability certificate.

**ARTICLE 27**

**TEMPORARY ASSIGNMENTS**

**Detailing - Location Assignment**

27.01 The Company will assign each employee a Report Location. The Company may direct an employee to start and/or end his/her shift at a Report or Detail Location. If the assignment to a Detail Location is for any reason other than training, the Company shall seek qualified volunteers from the designated work group and job title. If a sufficient number of qualified employees from the designated work group and job title fail to volunteer for the detailed assignment, the Company may assign the required number of qualified employees in inverse order of seniority. If the number of qualified volunteers within the designated work group and job title within the local union's jurisdiction exceeds the number needed, selection will be made on the basis of seniority.

27.02 In the event an employee is sent to a Detail Location in which the basic rate for the job title/job function is different, the employee shall receive the higher of the two (2) basic rates. When an employee is detailed to a job title rated higher than his/her regular job title at his/her Report Location, the employee is eligible to receive a Differential in accordance with Article 21 Differentials, Sections: Temporary Supervisor or Temporary Manager. The employee shall also be eligible for any other applicable differentials and expenses at the Detail Location at the more favorable rate for the employee.

27.03 An employee directed to start and/or end his/her work shift at a Detail Location, except as provided elsewhere in this Article, shall be reimbursed by means of a Daily Travel Allowance in lieu of paid travel time or expenses for each day worked in accordance with whichever of the following, either A or B, is closest to the Detail Location:

**Distance to Detail Location  
By Most Direct Route**

<u>A. From Employee's Primary Residence</u>	<u>Daily Travel Allowance</u>	<u>B. From Employee's Normal Reporting Location</u>	<u>Daily Travel Allowance</u>
<b>OR</b>			
Less than 10 road miles	\$00.00	Less than 10 road miles	\$00.00
10 but less than 15 road miles	\$13.50	10 but less than 15 road miles	\$13.50
15 but less than 20 road miles	\$19.50	15 but less than 20 road miles	\$19.50



20 but less than 25 road miles	\$25.50	20 but less than 25 road miles	\$25.50
25 but less than 30 road miles	\$31.00	25 but less than 30 road miles	\$31.00
30 but less than 35 road miles	\$33.00	30 but less than 35 road miles	\$33.00
35 but less than 40 road miles	\$36.00	35 but less than 40 road miles	\$36.00
40 but less than 45 road miles	\$38.00	40 but less than 45 road miles	\$38.00

Under no circumstances shall Daily Travel Allowance be paid to an employee for any day or days on which board and lodging is furnished by the Company.

- 27.04 If an employee whose Report Location is in Chicago is temporarily assigned for training to any suburban training location, he or she will be paid a flat Daily Travel Allowance of \$35.75 when he or she reports at the beginning of his/her shift and remains until the end of his/her shift. No other time or travel allowance will be applicable.
- 27.05 For those assignments where an employee is required to drive a Company vehicle to and/or from the Detail Location at the beginning and/or end of the assignment, time for such travel from the regular Report Location to the Detail Location and/or return will be either included in the scheduled shift or paid at the appropriate overtime rate.
- 27.06 In the event of extreme weather, extended daily shifts or for other reasons, and upon approval of the Company, board and lodging as outlined in Article 27, Temporary Assignment, Section: Board & Lodging will be furnished as a substitute for the Daily Travel Allowance.
- 27.07 If an employee whose Report Location is not in Chicago and whose residence is also outside Chicago is temporarily assigned to any training or official meeting in Chicago, they will be paid a flat Daily Training Allowance as covered by the following Daily Allowance Schedules based on the zone of the employee's normal Reporting Location. This flat Daily Training Allowance is being paid in lieu of a Daily Travel Allowance.

## DAILY TRAINING ALLOWANCE SCHEDULE

### ZONE 1

\$20.50

Berwyn  
Cicero  
Gladstone Park  
Harwood Heights  
Oak Park  
River Forest

### ZONE 2

\$25.00

Bellwood  
Bridgeview  
Evanston  
Franklin Park  
Hillside  
La Grange  
Lyons  
Morton Grove  
Niles  
Park Ridge  
River Grove  
Schiller Park  
Skokie  
Summit  
Wilmette

### ZONE 3

\$35.75

Addison  
Alsip  
Bensenville  
Blue Island  
Calumet City  
Chicago Ridge  
Des Plaines  
Elk Grove  
Elmhurst  
Glenview  
Harvey  
Hegewisch  
Hickory Hills  
Hinsdale  
Lansing  
Lombard  
Mt. Prospect  
Northfield  
Oakbrook  
Oak Lawn  
Riverdale  
Villa Park  
Westchester  
Westmont  
Winnetka

## DAILY TRAINING ALLOWANCE SCHEDULE

**ZONE 4**

\$43.00

Arlington Heights  
 Bolingbrook  
 Deerfield  
 Downers Grove  
 Flossmoor  
 Glen Ellyn  
 Glenwood  
 Highland Park  
 Hoffman Estates  
 Homewood  
 Lemont  
 Northbrook  
 Orland Hills  
 Orland Park  
 Palos Hills  
 Palos Park  
 Roselle  
 Tinley Park  
 Wheaton  
 Wheeling  
 Hammond, IN  
 E. Chicago, IN

**ZONE 5**

\$44.00

Bartlett  
 Buffalo Grove  
 Chicago Heights  
 E. Chicago Heights  
 Frankfort  
 Lake Forest  
 Mokena  
 Naperville  
 Palatine  
 Park Forest  
 Richton Park  
 Schaumburg  
 Warrenville  
 Gary, IN  
 Griffith, IN  
 Highland, IN

**ZONE 6**

\$52.50

Barrington  
 Crete  
 Lake Zurich  
 Lockport  
 Monee  
 North Chicago  
 Peotone  
 Romeoville  
 University Park  
 Wauconda  
 West Chicago  
 Merrillville, IN  
 Dyer, IN  
 St. John, IN

**ZONE 7**

\$57.25

Algonquin  
 Aurora  
 Cary  
 Dundee  
 Elgin  
 Geneva  
 Huntley  
 Joliet  
 Libertyville  
 Montgomery  
 Mundelein  
 New Lenox  
 Plainfield  
 St. Charles  
 Sugar Grove  
 Waukegan  
 Crown Point, IN

**ZONE 8**

\$68.75

Antioch  
 Crystal Lake  
 Fox Lake  
 Lake Villa  
 McHenry  
 Round Lake  
 Woodstock  
 Zion  
 Lowell, IN

**ZONE 9**

\$86.50

Bourbonnais  
 Bradley  
 Harvard  
 Kankakee  
 Morris

## **Board, Lodging & Travel**

- 27.08 Employees assigned to a Detail Location over forty-five (45) road miles by the most direct route from his/her normal Report Location or primary residence as described in paragraph 27.03 in Article 27, Temporary Assignments, Section: Detailing - Location Assignment may elect board and lodging or a Daily Travel Allowance of Forty-Nine Dollars (\$49.00). The employee must state such election when they are directed to the Detail Location and such election, when made, shall be effective for a scheduled tour. The employee may change his/her election, to be effective for a period of a scheduled tour, by notifying his/her supervisor before quitting on the Friday preceding the week in question. When approved, the employee may change his/her election during this scheduled tour for a day or days when conditions, such as inclement weather or extended work shift, warrant such a change.
- 27.09 Whenever the Company is obligated to provide lodging, it shall select and pay for such lodging, and shall provide transportation between the lodging location and the Detail Location when the distance between the locations exceeds one (1) mile. Should the employee elect to obtain his/her own living arrangements in the immediate vicinity of the Detail Location, a Daily Lodging Allowance of Thirty-Three Dollars (\$33.00) per night will be paid in lieu of Company provided lodging. In such case the employee must provide a telephone number at the place of lodging and his/her own transportation to and from his/her place of lodging and the Detail Location.
- (A) When the employee has chosen board and lodging, the Company shall reimburse the employee for meal expenses incurred by paying a Daily Meal Allowance of Forty Dollars (\$40.00), or a flat allowance of Eight Dollars (\$8.00) for breakfast, Ten Dollars (\$10.00) for lunch, and Twenty-Two Dollars (\$22.00) for dinner for all meals which are not included in the price of the arranged board and lodging or otherwise included.
- (B) The Company shall also provide an incidental expense allowance of Eleven Dollars (\$11.00) per day to each employee on a detail receiving board and lodging. The purpose of the incidental expense allowance is to compensate the employee for personal expenses other than board and lodging. Examples of covered expenses would be personal calls and laundry.
- (C) When an employee is directed to a Detail Location and is being provided board and lodging, in accordance with paragraphs 27.08, 27.09 and 27.10 of this Section, the initial travel time to the Detail Location and the travel time involved when the employee is directed to return to his/her Report Location, or to travel to another Detail Location, shall be paid at his/her basic hourly wage rate plus applicable differential, pursuant to Article 21 Differentials.
- (D) When private surface transportation is used to travel to the detail location, employees will be compensated for time spent in travel, via the most direct route to the Detail Location to which the employee has been assigned. In addition, the employee will receive a mileage fee in accordance with Article 26, Automobile

Mileage Expense, for actual miles driven by the most direct route to and from the employee's Detail Location or other Detail Locations.

- (E) When public transportation is used at the Company's direction, the time allowed shall be the actual time spent in travel, via the route specified by management, from the public transportation terminal from which the employee is directed to leave and the public transportation terminal in the community of the Detail Location. In addition, surface transportation time, as specified above, but not less than thirty (30) minutes, shall be allowed between the employee's Report Location or Detail Location and the public transportation terminal to be used.
- (F) When air transportation is directed, the Company shall specify the flight to be taken. The employee shall be granted approval, if circumstances permit, to use public or private surface transportation, instead of air transportation.
  - (1) Expenses for use of public or private surface transportation will be limited, at maximum, to an amount equal to the price of a regular coach airline ticket on the Company selected airline. For private transportation, compensation will be paid according to the provisions of Article 26, Automobile Mileage Expense for road miles, by the most direct route, up to an amount equal to the price of a regular coach class ticket on the Company specified airline. For public surface transportation, compensation will be for the amount charged the employee for the purchase of the ticket used for admission on the surface transportation vehicle or an amount equal to the price of a regular coach class ticket on the Company specified airline, whichever is less.
  - (2) Compensation for travel time will be for the anticipated total time that would have been required for travel via the air transportation specified.
  - (3) The Company will specify in advance the type of transportation that is to be used to get from home to the airport and return. When taxicab, limousine or other means of public transportation is specified, the exact rate will be reimbursed upon presentation of receipts. If the employee's personal vehicle is utilized, travel expense is defined in Automobile Mileage Expense, Article 26. Toll fees and parking expense will also be reimbursed upon presentation of receipts.
- (G) When an employee receiving board and lodging on a detail assignment desires to return to the Report Location over the unassigned weekend, the employee may:
  - (1) elect to remain on board and lodging; or
  - (2) if transportation expenses to the Report Location are less than the expenses the Company would incur if the employee remains on board and lodging, the Company will pay for or furnish the round trip transportation in lieu of board and lodging. When paid for, reimbursement shall be at the rate authorized by

Article 26, Automobile Mileage Expense, or the price of a Company specified airline ticket, whichever is less; or

- (3) if transportation expenses to the Report Location are more than the expenses the Company would incur if the employee remains on board and lodging the employee may:
- a) return to the Report Location. However, the Company will only pay for the expense up to the amount the Company would have incurred had the employee remained on board and lodging. Any additional expenses will be the responsibility of the employee.
  - b) elect to be furnished transportation or transportation expense from the Detail Location in lieu of all board and lodging expenses and/or allowances for the weekend as outlined below:

<u>Length of Assignment</u>	<u>Trip Home</u>
Up to 3 Weeks	None
4 to 5 Weeks	1 Weekend
6 Weeks or More	Normally, each 3rd Weekend

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.

27.10 If an employee elects the board and lodging provisions as outlined in paragraph 27.09 above and is required to travel between Detail Locations, the employee may be directed to travel either by Company vehicle or public transportation. The employee may opt for the use of private transportation with management approval.

- (A) If the employee is directed to travel in a Company vehicle or by public conveyance, the employee shall receive the same work time consideration as described in paragraph 27.11 below. No transportation expense shall be paid when Company vehicle is used. If public transportation is utilized, the employee will be reimbursed for expenses incurred.
- (B) Should the employee be granted approval to employ private transportation instead of public transportation, the employee shall be reimbursed, as provided for in Article 26, Automobile Mileage Expense, for the distance traveled between his/her Report Location and the Detail Location or between the Detail Locations as appropriate. Such travel time will be treated in accordance with paragraph 27.11 below.

- 27.11 Employees who drive Company cars or trucks on Company business, or who are directed by their supervisor to travel in Company cars or trucks on Company business, shall be paid travel time on the same basis as those performing productive work.
- 27.12 Where the requirements of statutes or regulations demand that per diem amounts in excess of a set amount be reported as income and the per diem amount set by this Agreement exceeds that amount, the employee may elect to receive either the per diem amount set by regulation or the per diem amount set by this Agreement.

## Article 27 Temporary Assignments - Questions and Answers

1. **Q** - What is the definition of Report Location?

**A** - Every employee will be assigned a report location, which is defined as the location to which the employee regularly reports.

2. **Q** - What is a Detail Location?

**A** - The Company may direct an employee to start and/or end their shift at a detail location, which is defined as any assigned location other than the regular report location.

3. **Q** - Where is Daily Travel Allowance measured from?

**A** - From either the employees Regular Report Location or Primary Residence, whichever is closer to the Detail Location.

4. **Q** - Are employees compensated for time and travel to detail locations?

**A** - An employee directed to start and/or end their shift at a detail location shall be reimbursed by means of a Daily Travel Allowance in lieu of paid travel time and expenses if the distance to the Detail Location is greater than 10 road miles from the Regular Report Location or employees Primary Residence, whichever is closer. For temporary assignments of less than 10 road miles from the Regular Report Location OR primary residence, no compensation is awarded.

5. **Q** - How is the employee's primary residence defined?

**A** - The residential address for the employee as recorded on official company records.

6. **Q** - When an employee reports to their regular report location and is required to travel by Company vehicle to another report location, is the employee entitled to any allowances for such travel other than payment for time worked?

**A** - No.

7. **Q** - Assuming the distance is greater than 10 road miles from both the primary residence and the Regular Report Location to a Detail Location, how is compensation calculated for a detail assignment?

**A** - Compensation is calculated by using the daily travel allowance matrix as defined in the contract.

8. **Q** - How are training assignments handled?

**A** - Employees, who regularly report to a suburban location and are assigned to training in a suburban location, are treated using the regular Daily Travel Allowance matrix. Employees



who either live in Chicago or regularly report to a Chicago location, and are assigned to training or an official meeting in Chicago, are treated using the regular Daily Travel Allowance matrix.

Employees, who regularly report to a Chicago location and are assigned to training in any suburban location, will be paid a flat Daily Travel Allowance of \$35.75.

Employees, who do not regularly report to a Chicago location and do not live in the city of Chicago, when assigned to any training or official meeting in Chicago, will be paid a flat Daily Training Allowance based on the zone of the employees' regular report location, per the Daily Training Allowance Schedule in the contract.

9. **Q** - How is travel in a company vehicle treated?

**A** - For assignments where an employee is required to drive a company vehicle to and/or from the Detail Location, time for such travel from the Regular Report Location to the Detail Location will be either included in the shift or paid for at the overtime rate.

10. **Q** - If the employee is required to drive a company vehicle to and from the temporary location at the beginning and the end of the assignment, how does the employee get back home on the first day and back to the detail location the last day to pick up their personal vehicle?

**A** - The employee will have an option:

- a) If the employee elects to receive a Daily Travel Allowance for the day, the employee must provide his or her own transportation.
- b) If the employee declines the Daily Travel Allowance for the day, the Company will provide the transportation.

11. **Q** - The Daily Travel Allowance matrix only treats details up to 45 road miles one way. How are assignments longer than 45 road miles one way treated?

**A** - For assignments greater than 45 road miles one way, the employee is eligible for Board & Lodging.

12. **Q** - If an employee travels to a location for a one day assignment that is greater than 45 miles from their regular report location and primary residence, and the employee elects to commute back and forth in the same day, what reimbursement is the employee entitled to?

**A** - If all travel is completed within the employee's shift:

- a) If a company vehicle is used - no reimbursement.
- b) If a personal vehicle is used - payment is reimbursed according to Article 26, Automobile Mileage expense.

If some portion of the travel must occur outside the employee's shift:

a) If a company vehicle is used - all hours will be company paid time, no mileage reimbursement.

b) If a personal vehicle is used - the employee will have one of two options:

1) \$49.00 Daily Travel Allowance OR

2) The Company will pay for time and mileage according to Article 26, Automobile Mileage Expense.

13. **Q** - Can an employee decline daily travel allowance for a temporary assignment for training or official meetings in Chicago?

**A** - No.

14. **Q** - What if an employee chooses to obtain their own living arrangements on a detail eligible for Board & Lodging?

**A** - Employees can make their own living arrangements while on the detail assignment. The employee will be paid a Daily Lodging Allowance of \$33.00 in lieu of company provided lodging in addition to meal allowance and incidental expense allowance. In this case the employee must provide a telephone number and provide their own transportation from their arrangements to the Detail Location.

15. **Q** - What are the allowances for meals when on a Board & Lodging assignment?

**A** - The Company shall reimburse the employee for meal expenses incurred by paying a Daily Meal Allowance of \$40.00 or a flat allowance of \$8.00 for breakfast, \$10.00 for lunch, and \$22.00 for dinner for all meals which are not included in the price of the arranged board and lodging or otherwise included.

16. **Q** - Is a continental breakfast considered a meal?

**A** - No.

17. **Q** - If the employee spends more than the specified meal allowance can he/she receive more?

**A** - In the event there is some unusual situation where the daily meal allowance is claimed to be insufficient, the matter may be referred to the appropriate Director - Labor Relations for review. A representative of that office and a representative designated by the union will determine what daily allowance is appropriate.

18. **Q** - Are employees on Board and Lodging assignments entitled to any incidental expense reimbursement?

*A* -Yes. For each day on a Board and Lodging Assignment, the employee is entitled to an \$11.00 incidental expense allowance. The purpose of the expense allowance is to compensate the employee for personal expenses other than Board and Lodging. Examples of covered expenses would be personal calls and laundry.

19. *Q* - When the Company has informed an employee of a board and lodging assignment, on what basis will the employee be paid for transportation time?

*A* - The actual time that it takes to travel by the mode of transportation indicated by the Company. If a company vehicle or personal auto is specified, the actual time spent in travel via the most direct route. If public transportation is specified, the actual time spent in travel, in addition, not less than 30 minutes granted for travel to the public transportation terminal.

20. *Q* - When air transportation is specified by the company, can the employees seek other travel arrangements if they so choose?

*A* -Yes. Expenses, however, for use of public or private surface transportation will be limited to an amount equal to the price of a regular coach airline ticket on the Company selected airline. In addition, the employee will be compensated for travel time only for the actual time that the air transportation would have taken per the airline schedule, with a minimum of 30 minutes additional for anticipated travel to and from the airport.

21. *Q* - How is travel to the airport and back again handled?

*A* - The Company will specify in advance the type of transportation that is to be used to get from home to the airport and return. If taxicab, limousine, or other public transportation is specified, the exact rate will be reimbursed upon presentation of the receipt. If personal vehicle is used, the employee will be paid mileage and toll reimbursement via the most direct route plus parking fees upon presenting receipt.

22. *Q* - How is air travel outside the employee's scheduled shift treated?

*A* - If air travel is made outside the employee's scheduled shift, the time for such travel will be paid at the overtime rate.

23. *Q* - Will the Company pay for return trips home on unassigned weekends for employees on Board and Lodging assignments?

*A* - If the cost to the Company for return trips on unassigned weekends is less than the cost of Board and Lodging for the weekend, the Company WILL pay for the return trip and back. If the cost of returning the employee is more than the cost of Board and Lodging, the employee may be entitled to occasional trips home depending on the duration of the assignment per the matrix in the contract, Article 27 - Paragraph 27.09 G.

24. *Q* - May employees be required to provide their own transportation when assigned to work at a Detail Location within 10 road miles of their regular report location, within 10 road miles of their primary residence, or on Daily Travel Allowance?

*A* -Yes.

25. **Q** - Is the Daily Travel Allowance applicable on holidays not worked or scheduled days on which the employee is absent?

*A* -No.

26. **Q** - Are toll road charges paid in addition to the Daily Travel Allowance?

*A* -No. Exception: Employee driving company vehicle on first and last day of assignment will be reimbursed for charges incurred while driving a company vehicle.

27. **Q** - If company provided lodging is located in a town other than in the same town to which the employee is temporarily assigned, will the Company provide time and/or transportation for trips back and forth?

*A* -No. However, if the one-way trip exceeds 1 mile, the Company shall provide transportation or reimbursement for use of personal auto between the lodging location and the detail location.

28. **Q** - When an employee is requested to travel to the temporary location the afternoon or evening prior to the first work day of a board and lodging assignment, what meal allowance will be provided for this period?

*A* - The Company will pay for the dinner meal allowance when such travel is directed by the company.

29. **Q** - Will the dinner meal allowance be provided for the last day of the temporary assignment?

*A* -No. Unless the employee returns to the regular report location later than 3 hours after the end of the scheduled shift.

30. **Q** - Is an employee who is absent at the board and lodging Detail Location entitled to board and lodging expenses for the day?

*A* -No. The exceptions are when the employee remains in the vicinity of the temporary assignment and is absent sick and the Company does not terminate the assignment, or when the employee is permitted by management to take an EWD, EV, or vacation day.

31. **Q** - Would it be proper for an employee to elect the board and lodging allowances but return nightly to his/her home?

*A* - No. Normally the employee, in electing the board and lodging allowances, is expected to stay overnight in the immediate vicinity of the temporary report location.

32. **Q** - Does the Company provide transportation to employees on board and lodging assignments for after working hours activities such as travel to restaurants, church, entertainment, etc.?

**A** - No, unless a company provided vehicle is used for transportation to/from the Detail Location and approval is given by local management.

33. **Q** - If for company reasons the employee is required to use their personal car to move from one job location to another, is additional compensation applicable?

**A** - If the Company requires the employee to use a personal car to travel from one job location to another, the employee will be reimbursed for personal automobile mileage expense per Article 26.

34. **Q** - When 2 or more employees move to another job location after the workday has begun at the Company's direction, does each employee qualify for automobile mileage expense when all ride in one employee's auto?

**A** - Yes.

35. **Q** - If an employee is moved during the shift to a new work location, will he/she be returned to the original report location at the end of the shift?

**A** - Yes, unless the employee is paid for the use of a personal auto, and the new work location is closer to the employee's home than the original location.

36. **Q** - May employees be required to use their personal autos for transportation to/from a board and lodging assignment?

**A** - No.

37. **Q** - Under what circumstances may employees use their personal autos for transportation, at company expense, when on a board and lodging assignment?

**A** - When they have been granted permission to do so by their supervisor.

38. **Q** - When an employee is permitted to use his/her own auto does the Company pay for any damage, such as broken windows, dents, etc. which may occur while the auto is in use or parked?

**A** - No.

39. **Q** - What is the reimbursement for use of personal autos while on company business or board and lodging assignments where permission is granted?

**A** - Automobile Mileage Expense as defined in Article 26 of this contract. Any mileage fraction one-half or greater is to be rounded up, any fraction less than one-half is not counted.

40. *Q* - When 2 or more employees' ride together in a personal auto, does each receive the Automobile Mileage Expense?

*A* - Yes, providing that each is authorized by the supervisor to use personal automobiles.

41. *Q* - What about tolls and parking fees when 2 or more employees ride together?

*A* - The Company will reimburse only the employee who pays such toll or fee.

42. *Q* - Will the Company reimburse employees for fines incurred when company vehicles or personal vehicles are tagged for parking or traffic violations?

*A* - No.

43. *Q* - What happens if an employee is assigned away from their Regular Report Location and his/her own personal auto breaks down?

*A* - The employee is responsible for providing his/her own transportation.

44. *Q* - Are employees who are required to report on-the-job responsible for stolen tools?

*A* - No, if normal safeguards are taken.

45. *Q* - What is the employee's responsibility when transporting tools and supplies coincident with travel by personal vehicle?

*A* - An employee using a personal auto may be requested to transport personal tools, material, supplies, and/or reasonable job related portable test equipment. The transportation of these items shall be optional on the employee's part.

46. *Q* - Will parking fees be paid when an employee reports to the Regular Report Location?

*A* - No.

47. *Q* - When an employee is reporting directly to other than company owned or rented quarters, how will he/she be notified of the work schedule for the subsequent week?

*A* - The employee's supervisor will notify the employee either orally or in writing by 3PM on Wednesday of the week prior.

48. *Q* - Will paychecks be delivered on payday to employees whose regular report location is other than company owned or rented quarters?

*A* -Yes.

49. *Q* - Is the Company required to deliver employees paychecks on payday to their Detail Location?

*A* - Yes, if the employee so requests, management should make a responsible attempt to accommodate the employee.

50. **Q** - Should the Company inform an employee detailed to a temporary work location as to the nature of the assignment so the employee can provide for appropriate clothing for the temporary assignment?

*A* - Yes.

51. **Q** - Under what circumstances will an employee be paid mileage for use of their personal vehicle when called out for immediate reporting?

*A* - Mileage will be reimbursed at the Automobile Mileage Expense rate per mile for immediate reporting (call out) when the call out assignment is greater than 10 road miles from both the regular report location and the employee's primary residence. Mileage is calculated from the employee's regular report location OR the employee's primary residence, whichever is closest to the call out reporting location. Total mileage compensation includes the distance traveled while reporting to and returning from the call out assignment. However, mileage will only be paid for the distance traveled to the assignment and back to the regular report location if the time worked continues to the start of the employee's next scheduled shift.

52. **Q** - How are allowances and reimbursements paid?

*A* - In situations where the Company has sufficient advance notice of a temporary assignment whose duration is less than one (1) week, the appropriate allowances will be paid in advance. If sufficient advance notice is not available, the reimbursement will be made within five (5) working days from the start of the assignment. Advance payment on a weekly basis will be made in all situations where the temporary assignment is expected to be one (1) week or more.

## ARTICLE 28

### SAFETY

- 28.01 The Company will continue to make reasonable provisions for the safety and health of its employees during the hours of his/her employment, and the employees will be expected to cooperate with the Company in keeping Company premises, and especially rest rooms, clean and sanitary. The Company will advise the Union of any on-the-job accidents which result in hospitalization or death.
- 28.02 Safety is a concern to the Company and the Union. The Company and the Union mutually recognize the need for a work environment in which safe operations can be achieved in accomplishing all phases of work, and the need to promote better understanding and acceptance of the principles of safety on the part of all employees to provide for his/her own safety and that of their fellow employees, customers and the general public.
- 28.03 To achieve the above principles, the Company and the Union agree to establish for the duration of this Agreement an advisory committee on safety principles at the Company headquarters level. The advisory committee shall consist of a Company designated representative or representatives and four (4) designated Union representatives. This committee shall meet from time to time as required but at least three (3) times per year.
- 28.04 The function of this advisory committee shall be to advise the Company concerning safety matters. In discharge of this function, the Committee may consider existing practices and rules related to safety, suggest changes to existing practices and rules, including workplace design and redesign, and suggest new practices and rules.
- 28.05 In connection with any safety activities, the Company agrees to reimburse for associated transportation expenses for authorized time spent by active employees for attendance at such committee meetings or joint training during the employee's scheduled shift at the employee's basic wage rate. In addition, the Company agrees to reimburse the Union the cost of two (2) annual memberships to the National Safety Council.

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

## ARTICLE 29

### COMMERCIAL DRIVER'S LICENSE & SPECIAL OPERATING PERMIT OR LICENSE

- 29.01 The Company shall reimburse employees for customary fees and expenses in conjunction with obtaining a commercial driver's license or a special operating permit or license specifically requested and authorized by the Company. These provisions apply to those employees seeking a new or periodic renewal of such license or permit. Employees shall be permitted to obtain such new or renewal license or permit on paid Company time at an



hour and location selected by the Company. The Company shall determine the number of employees with such licenses or permits required to operate the business and may increase or decrease this number as required.

- 29.02 Employees who through their own negligence or other acts, forfeit their commercial driver's license or special operating permit or license shall not be able to avail themselves of the foregoing provisions unless the Company deems it to be in the best interest of the business.

## ARTICLE 30

### TRAINING AND EMPLOYMENT SECURITY

#### Training & Retraining

- 30.01 In the present environment of fast-paced technological developments and structural changes, the Parties recognize the benefits in offering to employees, training and retraining programs for personal or career development or in the event their existing jobs are displaced. The Company shall offer, at Company expense, training and retraining programs to employees for personal or career development and to employees being displaced to qualify for job vacancies as anticipated by the Company through the Career & Personal Development Plan as provided in the following Section.
- 30.02 The personal or career development training and the job displacement retraining programs contemplated by this provision will be generic in nature and separate and distinguished from the current job specific training instruction.
- (A) The Training Advisory Board will continue to assist and advise in the training efforts encompassed by these programs.
  - (B) Nothing in these programs will supersede the applicable promotion or transfer provisions of the Collective Bargaining Agreement.
- 30.03 The Career & Personal Development Plan may be used as an educational self-development aid to assist employees in their personal development or preparing themselves for career progression opportunities or job changes within the Company.
- (A) Training shall be generic in nature as opposed to job specific and shall cover technical, sales, clerical and other fundamental skills.
  - (B) Any regular employee with at least one (1) year of Net Credited Service shall be eligible to participate in such training under the terms of the program.
  - (C) Participation by employees in the personal or career development training program shall be voluntary, and time spent by employees in such training shall be

outside scheduled working hours and not paid or considered as time worked for any purpose.

- (D) Successful completion by an employee of any training or courses offered pursuant to such program will be taken into account by the Company when considering the employee for an upgrade or transfer.

30.04 The Career & Personal Development Plan may be used to prepare employees, whose jobs are being displaced or whose jobs are being restructured to a wage schedule with a lower maximum wage rate, to enhance their ability to qualify for anticipated job vacancies within the Company.

- (A) Employees shall be informed of potential displacements as soon as possible and depending on the number of any anticipated job openings shall be offered training, if necessary, which is intended to enable them to qualify for such job openings in the Company.
- (B) All regular employees, who are notified of potential displacement of their current job or job restructuring to a lower wage rate, shall be eligible to participate in such training regardless of length of service.
- (C) Participation by employees in job displacement training shall be voluntary, and time spent by employees in such training shall be outside scheduled working hours and not paid or considered as time worked for any purpose, unless the Company determines it appropriate in specific instances to permit the employees to receive such training during working hours.

**Note: The foregoing provisions (Training & Retraining) shall not apply to employees of AT&T National.**

### **The Career & Personal Development Plan**

30.05 There shall be a program called the "Career & Personal Development Plan", hereafter referred to as "CPDP", that will include the following:

- (A) Assessment of employee's aptitude/skills through a counseling process;
- (B) Aid to employees returning to school (including where to focus formal education and how to develop a support network at the school);
- (C) Assistance in sharpening training skills, studying and testing; and
- (D) Assessment of prior formal and informal education for college credit.

Each employee eligible for and participating in CPDP will be eligible for any or all portions of the Program, provided a CPDP counselor finds such portions of the Program appropriate for the employee.

- 30.06 Those employees eligible for CPDP must be:
- (A) Classified as regular full-time employees or regular part-time employees whose equivalent work week classification is twenty-five (25) hours or more;
  - (B) On the active payroll;
  - (C) In possession of at least one (1) year Net Credited Service; and
  - (D) Not concurrently enrolled in any Company-sponsored tuition reimbursement program.
- 30.07 Eligibility to remain in the Program will be forfeited by those who have not shown evidence that they completed the course within 60 calendar days of the scheduled completion date on record. In addition, employees will forfeit eligibility if they on two (2) occasions fail a course during their participation in CPDP, fail to complete a course while participating in the Program and/or fail to submit or maintain a Payroll Deduction Authorization Form at the time of request. Disability or business reasons may be grounds to waive such ineligibility at the Company's discretion. An employee who participates in CPDP and who is adversely impacted by the decisions of the Program Administrator on his/her curriculum or on his/her eligibility to participate in CPDP may appeal such decision through the Full Committee. Employees who become ineligible for the Program may be reinstated after meeting all eligibility criteria and then waiting for at least one (1) academic year.
- 30.08 Enrollment by employees in CPDP will be voluntary and time spent by employees in the Program will be outside of scheduled working hours and not paid or considered as time worked for any purpose.
- 30.09 Employees eligible for CPDP may receive counseling, testing and Company pre-paid tuition assistance.
- 30.10 Selected educational institutions will be utilized to deliver services, courses and programs. The Company reserves the right to approve institutions, services, courses and programs.
- 30.11 Employees participating in CPDP will be reimbursed for fifty percent (50%) of textbook costs annually upon successful completion of approved courses and programs. Participants will also be reimbursed for one hundred percent (100%) of fees up to a maximum of Two Hundred Fifty Dollars (\$250) annually upon successful completion of approved courses and programs.
- 30.12 The amounts of any refunds, charges for negligence, and outside assistance (grants, remissions, scholarships, veteran's assistance, etc.) shall be deducted from the Program payments.

- 30.13 In no event will the cost to the Company for each employee's direct CPDP expenses (i.e. tuition, books, fees, workshops, counseling) exceed Three Thousand Five Hundred Dollars (\$3,500) annually. Employees participating in the Program at the time this cost figure is reached will be able to complete the course in which they are currently enrolled and be reimbursed according to this Section.
- 30.14 The Program Administrator, to be determined by the Company, shall carry out the purpose and intent of the CPDP.
- 30.15 The Full Committee will provide assistance and advice to the Company via the appropriate Director - Labor Relations or his/her designee regarding the effectiveness of the Program. Recommendations for additions, amendments, or deletions to the Program shall be submitted to the Program Administrator. Nothing in the Program or its administration shall be subject to the grievance and arbitration procedures as set forth in Article 12, Problem Resolution Procedures.
- 30.16 The Company will make payments for any courses, testing and/or counseling that begin before the expiration of this Agreement.

**Note: The foregoing provisions (The Career & Personal Development Plan) shall not apply to employees of AT&T National**

### **Technological Change**

- 30.17 In the present environment of fast paced technological developments and structural changes, the Union and the Company realize the need for joint discussion and cooperation in resolution of issues related to technological change and change in the business of the Company.
- 30.18 The Company and the Union recognize the need to discuss major technological changes (including changes in equipment, the design, testing, implementation and evaluation of new technology, organization, or methods of operation) that may or will affect the Company and its employees.
- 30.19 The Parties, therefore, will attempt to diminish or abolish the detrimental effects of any such technological change by using the Full Committee to review problems, discuss the application and terms of various contract provisions and Company programs and recommend solutions of problems in this area.
- 30.20 The Company shall notify the Full Committee at least three (3) months in advance of planned major technological changes. Meetings of the Full Committee shall be held as soon thereafter as can be mutually arranged. At such meetings, the Company shall advise the Union of its plan with respect to the introduction of such changes, and shall familiarize the Union with the progress being made.

**Note: The foregoing provisions (Technological Change) shall not apply to employees of AT&T National.**

## **Supplemental Income Protection Program**

- 30.21 The Company may offer Supplemental Income Protection Program (“SIPP”) benefits in an attempt to avoid declaring surplus and employees may elect, in order of seniority, to leave the service of the Company and receive such benefits, subject to the following conditions:
- (A) The Company shall determine whether to offer SIPP benefits, the number of employees in such job titles to whom SIPP may be offered, the work locations where SIPP may be offered, the number of employees who may leave the service of the Company pursuant to SIPP, and the period during which the employee may, if he or she so elects, leave the service of the Company pursuant to SIPP. Neither such determinations by the Company nor any other part of this Article 30.21 shall be subject to arbitration.
  - (B) The number of employees who may make such election shall not exceed the number of employees, as determined by the Company, who may leave the service of the Company pursuant to SIPP.
  - (C) An employee’s election to leave the service of the Company and receive SIPP benefits must be in writing and transmitted to the Company within fourteen (14) days from the date of the Company’s offer in order to be effective and it may not be revoked after such fourteen (14) day period except as provided in subparagraph (E) below.
  - (D) Within sixty (60) days of the close of the offer period, the Company will notify employees in writing that their election to leave service and receive SIPP benefits has been accepted. When possible, such notice will include an anticipated date that employees will be removed from the Company’s payroll.
  - (E) If employees have been given an anticipated date of removal from the Company’s payroll and the Company subsequently notifies employees that the date has been delayed by ninety (90) days or more, such employees shall have the option of revoking their SIPP election by notifying the Company in writing within ten (10) days of the Company’s notification of delay
- 30.22 If during the term of this Agreement, the Company notifies the Union in writing that a force surplus condition exists as set forth in Article 30.36: Surplus Reductions, below, and said force surplus cannot be eliminated through force redistribution, the Company shall offer employees in the order of seniority, and to the extent necessary to relieve the surplus, the opportunity to leave the service of the Company and receive SIPP benefits described herein, subject to the following conditions:
- (A) The Company shall determine the job titles and work locations in which a surplus exists, the number of employees in such job titles and work locations who are considered to be surplus, and the period during which the employee may, if he or she so elects, leave the service of the Company pursuant to this Section. Neither

such determinations by the Company nor any other part of Article 30.22, shall be subject to arbitration.

- (B) SIPP offers shall initially be limited to employees in the same title, in the same Market Business Unit (MBU), within the Reasonable Commutable Area (RCA), in which the surplus exists. An employee's election to leave the service of the Company and receive SIPP benefits in accordance with this paragraph (B) must be in writing and transmitted to the Company within (5) days from the date of the Company's offer in order to be effective and it may not be revoked after such five (5) day period except as provided in sub-paragraph (F) below.
- (C) Whenever, in the judgment of the Company, a surplus of regular employees still exists after the application of Article 30.22 (B) above, the Company shall offer SIPP Benefits to all other employees within the Title Group (Attachment A), if applicable, and Reasonable Commuting Area (RCA). An employee's election to leave the service of the Company and receive SIPP benefits pursuant to this paragraph (C) must be in writing and transmitted to the Company within three (3) days from the date of the Company's offer in order to be effective and it may not be revoked after such three (3) day period except as provided in sub-paragraph (F) below.
- (D) The number of employees who may elect to leave the service of the Company with SIPP benefits pursuant to this Article 30.22 shall not exceed the number of employees determined by the Company to be surplus.
- (E) Within thirty (30) days of the close of the offer period, the Company will notify employees in writing that their election to leave service and receive SIPP benefits has been accepted. When possible, such notice will include an anticipated date that employees will be removed from the Company's payroll.
- (F) If employees have been given an anticipated date of removal from the Company's payroll and the Company subsequently notifies employees that the date has been delayed by ninety (90) days or more, such employees shall have the option of revoking their SIPP election by notifying the Company in writing within ten (10) days of the Company's notification of delay.
- (G) After the application of Article 30.22 (B), and if necessary Article 30.22 (C), surplus employees will be allowed to select from locations with available SIPP candidate(s) within their RCA in order of seniority.

30.23 Whenever, in the judgment of the Company, a surplus of regular employees still exists after the application of Article 30.22 above, the Company shall offer SIPP Benefits to all other employees within the appropriate Title Group (Attachment A) and Force Adjustment Area (FAA) subject to the following conditions.

- (A) The Company shall determine the job titles and work locations in which the remaining surplus exists and the period during which the employee may, if he or

she so elects, leave the service of the Company pursuant to this Section. Neither such determinations by the Company nor any other part of Article 30.23 shall be subject to arbitration.

- (B) The employee's election to leave the service of the Company and receive SIPP benefits must be in writing and transmitted to the Company within two (2) days from the date of the Company's offer in order to be effective and the employee's election may not be revoked after such two (2) day period.
- (C) Employees electing SIPP must have their SIPP offer matched to a surplus employee in order for their SIPP election to be accepted by the Company. SIPP matches will be made using a preference process described in Article 30.39. The number of candidates whose election is accepted shall not exceed the number of remaining Surplus employees.

30.24 SIPP payments for employees who so elect to leave the service of the Company in accordance with Articles 30.21, 30.22, 30.23, 30.43 or 30.44 shall be based on the employee's basic weekly wage rate, prorated for part-time employees, and term of employment at the time of leaving service and shall be computed in accordance with the following schedule:

<u>Term of Employment</u>	<u>Amount of Payment</u>
Less than 6 months	None
6 months but less than one year	1 week pay
1 year but less than 2 years	2 weeks pay
2 years but less than 3 years	3 " "
3 years but less than 4 years	4 " "
4 years but less than 5 years	5 " "
5 years but less than 6 years	6 " "
6 years but less than 7 years	8 " "
7 years but less than 8 years	10 " "
8 years but less than 9 years	12 " "
9 years but less than 10 years	14 " "
10 years but less than 11 years	16 " "
11 years but less than 12 years	19 " "
12 years but less than 13 years	22 " "
13 years but less than 14 years	25 " "
14 years but less than 15 years	<u>28 " "</u>
	+4 weeks each additional full year

The applicable number of weeks multiplied by the employee's basic weekly wage rate, prorated for part-time employees, shall equal the total amount payable to the employee, but shall in no event exceed thirty thousand five hundred dollars (\$30,500).

30.25 SIPP benefits shall, at the employee's option, be paid as follows: (1) One-half of the total amount calculated above shall be paid as a lump sum within thirty (30) days after the

employee has left service and the remaining half will be paid in monthly amounts of One Thousand Dollars (\$1,000) beginning within thirty (30) days after the employee has left service and continuing until the total amount has been paid; or (2) The total amount calculated above shall be paid as a lump sum within thirty (30) days after the employee has left service; or (3) the total amount calculated above shall be paid out in twelve (12) equal monthly payments.

- 30.26 In addition to the SIPP payments described above, employees will receive compensation for any vacation days, Excused Work Days and Floating Holidays for which they are eligible at the time of leaving Company's service.
- 30.27 In no event shall an employee receiving SIPP payments be eligible to receive a termination payment in accordance with the provisions of Section: Termination Payments, following.
- 30.28 Any employee who has elected to leave the service of the Company and has received SIPP payments and who is subsequently employed or reemployed by any AT&T Company or a company directly or indirectly owned by an AT&T Company, will be treated as follows: If the number of weeks from the effective date of leaving service to the date of employment or reemployment is less than the number of weeks pay upon which the total payment was based, exclusive of any payment in lieu of vacation, the amount paid to the employee for the excess number of weeks shall be considered as an advance to the employee by the Company and repayment shall be made through payroll deductions by the employing Company at the rate of fifteen percent (15%) of the employee's basic weekly wage rate until the amount of excess is repaid.
- 30.29 If after the application of Articles 30.22, 30.23, and 30.39, the surplus described therein remains, such surplus employees shall be offered, in order of seniority, assignments to available jobs for which they are qualified within the applicable FAA.

### **Reassignment Pay Protection Plan**

- 30.30 Employees treated in accordance with the Reassignment Pay Protection Plan provisions of any prior collective bargaining agreement between the Union, the Company, Illinois Bell Telephone Company, Indiana Bell Telephone Company, Incorporated, Ameritech Services, Inc., or AT&T National shall continue to be treated in accordance with such provisions until the employees' Reassignment Pay Protection Plan benefits terminate.
- 30.31 If, because of work force adjustments, employees are reassigned to vacancies where the rate of pay of the new job is less than the current rate of pay of the employee's regular job, unless mutually agreed otherwise, the employee shall receive a lump sum payment based upon the difference in the basic weekly wage rates of the employee's old and new jobs. For a part-time employee, the lump sum payment shall be based upon the difference in the basic hourly wage rates of the employee's old and new jobs times the employee's part-time equivalent work week. Such lump sum payments will be computed in accordance with the following schedule:



Term of Employment

Amount of Payment

Less than 5 years	8 weeks difference in pay
5 years but less than 11 years	34 weeks difference in pay
11 years or more	60 weeks difference in pay
Employees with 15 or more years of service whose reassignments are due to technological change	164 weeks difference in pay

- (A) Upon reassignment, the employee will immediately be reduced to the basic weekly wage rate of the new job and the lump sum payment will be made to the employee within sixty (60) days of the date of reassignment.
- (B) If an employee has received a lump sum payment and is subsequently upgraded and the number of weeks since the date of the reassignment is less than the number of weeks of pay upon which the total payment was based, the amount paid to the employee for the excess number of weeks shall be repaid to the Company in either a lump sum or through authorized payroll deductions at the rate of fifteen percent (15%) of the employee's basic weekly wage rate until the amount of excess is repaid.

**Relocation**

- 30.32 A regular employee transferring at Company request to a new Report Location which is thirty-five (35 ) or more road miles by the most direct route farther from his/her principal residence than was the old Report Location, shall be eligible for treatment under the Relocation Plan.
- 30.33 A regular employee who is required to relocate his/her principal residence as a result of a permanent transfer initiated by the Company shall receive, per household, a single lump sum payment for relocation expenses. This payment, which shall be Sixteen Thousand Dollars (\$16,000) for an employee owning his/her principal residence or paying a mortgage on his/her principal residence or Eight Thousand Dollars (\$8,000) for an employee renting his/her principal residence, shall be paid upon acceptance of the transfer by the employee. Local, State, Federal, and FICA taxes on the payment shall be withheld. The payment must be returned to the Company if the employee does not both report to the new Report Location as assigned and relocate his/her principal residence within one (1) year of the transfer effective date unless an extension has specifically been authorized by the Company. An employee who receives moving expense allowances as specified in this Article except those retiring with a service pension as defined in the employee's appropriate pension benefit plans will repay all benefits received within thirty (30) days, if the employee voluntarily terminates employment with the Company within two (2) years from the effective date of the transfer. An employee who terminates employment with the Company under the provisions of a SIPP offer is excluded from the provisions of this Section. No receipts or other proof of expenses shall be required; however, an agreement must be signed by the employee, agreeing to the above mentioned conditions.

30.34 A maximum of six (6) paid scheduled days off, which may be taken in conjunction with a weekend or with vacation days, shall be given for house hunting or moving.

**PAYBACK POLICY**

**AGREEMENT**

In consideration for certain relocation assistance benefits being extended to me by AT&T Midwest or AT&T National (herein "The Company") as a result of my having accepted the position of \_\_\_\_\_ located at \_\_\_\_\_, said location requiring me to transfer my current principal residence, I hereby agree to repay to the Company the total value of any and all relocation assistance benefits paid to me by the Company as a result of my having accepted said position, in the event that I voluntarily terminate my employment with the Company on or before \_\_\_\_\_, which is two (2) years from the effective date of the transfer or if I fail to relocate my principal residence within one (1) year of the effective transfer date and fail to provide proof of said change to my supervisor.

I further agree that said repayment will be made by me within thirty (30) days of said voluntary termination of my employment with the Company or failure to relocate my principal residence within one year of the effective transfer date.

I also understand I will be required to submit a signed Verification of Change of Principal Residence document within one year of the effective transfer date.

Signature:

Witness:

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Signed and Sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Notary Public \_\_\_\_\_

For the County of \_\_\_\_\_, State of \_\_\_\_\_

## Areas Defined

30.35 “Reasonable Commuting Area” (RCA) is defined by the physical reference points reflected in Attachment B, which the Parties consider to be within reasonable commuting distances. Additional RCA’s may be defined by agreement of the Company’s Director of Labor Relations (or his/her designee) and the appropriate Union’s Business Manager (or his/her designee.) If no such agreement is reached the new location will be added into the existing RCA with the closest report location to the new location based on mileage.

RCA’s once defined, will not be redefined or reconfigured except by mutual agreement by the Company’s Director of Labor Relations (or his/her designee) and the appropriate Union Business Manager (or his/her designee).

A “Force Adjustment Area” (FAA) will include all of the RCA’s within the geographic boundaries of the FAA.

The seven FAA’s under this agreement are:

- 1.) The six state region of new England (consisting of Maine, New Hampshire, Vermont, Rhode Island, Massachusetts and Connecticut.
- 2.) The state of Pennsylvania
- 3.) The state of New Jersey
- 4.) The State of Illinois and Lake and Porter Counties, Indiana.
- 5.) The states of Oregon and Washington
- 6.) Northern California and the state of Nevada; and \*
- 7.) Southern California\*

**\*Note: The boundary between Northern and Southern California is from the western most edge of the Monterey County/San Luis Obispo County lines, north/northeast to the east boundary of the Inyo County/Mono County line at the Nevada border.**

## Surplus Reductions

30.36 The Company shall advise the Union in writing of all contemplated work force reductions, including the number of employees who will be declared surplus, the work location(s) or geographical area (s) and the anticipated force disposition date.

The Company will discuss with the Union the plan for work force reductions following the Company’s written notice of the force reduction. The force adjustment procedures herein shall not preclude limited, mutually agreed upon Union-Management

modifications with respect to the geographic scope of the RCA. "Union" shall mean the Chairman of IBEW System Council T-3 or other designated representative. "Management" shall mean the Vice-President-Labor Relations or other designated representative. Any such modifications will apply on a one-time basis and will not serve as precedent for other current or future force surplus adjustment procedures. Absent an alternative agreement, work force reductions shall be made as provided in this Section: Surplus Reductions.

- 30.37 Following the Company's written notice of a work force reduction in accordance with Article 30.36, the least senior employees in the affected job title(s), work location(s), MBU and RCA will be identified and notified that they are surplus. Surplus employees will not be separated from payroll for at least ninety (90) days following this notice.
- 30.38 In the event a surplus remains after administration of Article 30.22, the Company will create a list of the least senior employees in the affected Title Group (Attachment A) and Force Adjustment Area (FAA) equal to the number of the remaining surplus employees and notify them that they are surplus at risk for displacement ("At Risk Employees").
- 30.39 Any surplus employee who does not receive a job offer as outlined in Article 30.22 above may elect to displace from the list identified in Article 30.23 and from the list identified in Article 30.38, provided they are test qualified. Displacement will continue until there is no one less senior to displace in the Title Group (Attachment A) and FAA.
- (A) If a surplus employee declines a position during the displacement process he/she will remain surplus and, if no further job offers are made prior to the FDD, will be released from payroll in accordance with the applicable provisions of Article 30.44.
- (B) Surplus employees who accept a position through the displacement process that requires a change in their principal residence, in accordance with Article 30.32, above, will be eligible for relocation payment in accordance with Article 30.33 above.
- 30.40 When initiating surplus reductions, employees shall be considered as follows when performing the same work, in the same MBU and RCA as the anticipated surplus employees:
- Temporary employees shall be terminated first, followed by regular limited term employees, then regular employees who have not established seniority and then part-time employees all in inverse order of seniority on the FDD or earlier as determined by the MBU. Thereafter full-time employees shall be separated from payroll.
- 30.41 If after the surplus process, redistribution of the affected work force is required, the Company will first solicit volunteers for transfer by order of seniority and job title within the affected RCA and MBU, then involuntary transfers will occur by inverse order of seniority and job title within the affected MBU and FAA. When multiple locations are receiving involuntary transfers, employees selected for involuntary transfer will be

allowed to select in order of seniority, from available locations within their MBU and FAA at which the Company has force requirements in their job title.

- 30.42 Employees who are required to relocate their principal residence in accordance with Section: Relocation above, as a result of transfers due to force redistribution pursuant to Article 30.41 above, will be eligible for moving expense reimbursement pursuant to Section: Relocation.
- 30.43 In the event that a surplus remains following the application of Articles 30.22, 30.23, 30.29 or 30.39 preceding, the Company shall canvass non-surplus employees who have filed Voluntary SIPP Candidate Requests for confirmation that they are willing to accept Voluntary SIPP Payments under Section: SIPP, above, and voluntarily terminate from the Company.
- (A) Voluntary SIPP Payments shall be offered to non-surplus Voluntary SIPP Candidates beginning no earlier than thirty-one (31) calendar days following the affected employees' surplus notification. Such a Candidate will have one (1) working day following a Voluntary SIPP Payment offer to confirm acceptance of the offer.
  - (B) The placement of qualified surplus employees in the vacancies thus created, shall be in order of seniority in the applicable FAA or up to two (2) additional FAA's as specified by the surplus employee on his/her STR.

If a surplus employee refuses a job offer under Article 30.43 (B), above, no further job offers shall be made to the employee.

- 30.44 Upon completion of the surplus process any employee to whom Article 30.22, 30.23, 30.29, 30.39 or 30.43 above, applies shall be treated as follows at the Force Disposition Date:
- (A) Any employee who is unwilling to test for or fails to qualify, as required, for a job title for which the Company has available vacancies will be released from payroll with SIPP benefits, unless placed in another job through the surplus process. However, if his/her Force Disposition Date (FDD) has not passed, the employee will have an opportunity to retake a failed test within time periods designated by the Company, provided that at least thirty (30) days have passed since the date of the first failed test and the position is still available.
  - (B) Any employee who declines an offer of reassignment or transfer will be considered to have elected to leave the service of the Company and will receive SIPP benefits, except in the event Article 30.44 (C) applies.
  - (C) Any employee who declines an offer of reassignment or transfer to a lateral or upgrade job title which does not require a change in principal residence, in accordance with Section: Relocation above, will be considered to have resigned

from the Company's employment and will not receive any SIPP benefits or termination payment.

- (D) Any employee who has not received a job offer prior to his/her FDD will be released from payroll with Termination Payments pursuant to Articles 30.52 through 30.58, Termination Payments, below, unless the employee has been deemed ineligible in Article 30.44 (A–C) above.

### **Recalls & Reemployment**

- 30.45 If additions to the work force are required in any Title Group (Attachment A) within two (2) years of the last surplus reduction made in such Title Group (Attachment A) under a program of surplus reductions, the Company shall proceed as follows before hiring new regular employees.
- 30.46 The Company shall offer reemployment in order of seniority to regular full-time and part-time surplus employees in the same Title Group (Attachment A) who are eligible for Termination Payments in accordance with Article 30.44(D) or whose only job offer(s) required a change in principal residence pursuant to Article 30.32 Relocation, provided that the period of separation from payroll of such former employees does not exceed two (2) years in the following order:
  - (A) Former employees from the Title Group (Attachment A), in the FAA who were qualified by experience at the time of separation from payroll to perform the duties of an available job.
  - (B) Former employees from the Title Group (Attachment A), and FAA who were not qualified by experience at the time of the separation from payroll to perform the duties of an available job.
- 30.47 Former employees under Articles 30.46 (B) above who are offered a job and who wish to pursue the job opportunity, must demonstrate qualifications to the satisfaction of the Company which shall be identical to those the Company requires of newly hired employees. Failure to make such demonstration will not result in the former employee being removed from the recall list, but will entitle the Company to consider the next appropriate candidate.
- 30.48 Former employees must keep the Company informed of the telephone number and address at which they can be reached. When an offer of employment has been so made, (if verbal, the company must speak directly to the recall employee), the former employee shall indicate his/her acceptance within twenty-four (24) hours from receipt of the Company's offer.
- 30.49 The following actions on the part of a former employee will constitute a forfeiture of reemployment rights and the employee's name will be removed from the recall list:

- (A) Failure to notify the Company of his/her acceptance of an offer of reemployment within twenty-four (24) hours;
- (B) Failure to report for duty on the date specified after acceptance of the offer of reemployment; or
- (C) Refusal of the offer of reemployment.
- (D) Acceptance of an offer of employment with an AT&T Company.

30.50 When a former employee is recalled and assigned to the same, a lateral or a lower rated job title than his/her job title at the time of separation from payroll, they shall be placed on the new wage schedule at the same monthly step which he/she was at when laid off.

30.51 Former employees whose new work location is thirty-five (35) road miles, by the most direct route, farther from their principal residence than was their work location at the time of separation from payroll shall be granted a relocation allowance of Four Thousand Dollars (\$4,000). This relocation allowance must be returned to the Company if the former employee does not both report to their new work location and relocate their principal residence within one (1) year of the date of reemployment unless an extension has been specifically authorized by the Company. This relocation allowance is in lieu of any other payment for relocation expenses and shall be applied against the amount of termination payment to be repaid, if any, under the provisions of Article 30.54 of Section: Termination Payments, following.

### **Termination Payments**

30.52 A termination payment, plus compensation for any vacation days, Excused Work Days and Floating Holidays to which the employee is eligible at the time of leaving the Company's service, shall be paid to a regular employee laid off because of lack of work, or may be paid at the discretion of the Company to an employee whose services are terminated for reasons such as inadaptability or inability to properly perform assigned job duties.

30.53 In no event shall an employee receiving a termination payment be eligible to receive payments in accordance with provisions of Section: Supplemental Income Protection Program, above. Further, regular employees who are discharged or who resign from the service of the Company shall not be eligible for termination payments except as provided in Article 30.52 above.

30.54 The amount of a termination payment shall be based on the employee's basic weekly wage rate, prorated for part-time employees, and term of employment at the time of leaving service and shall be computed in accordance with the following schedule:



<u>Term of Employment</u>	<u>Amount of Payment</u>
Less than 6 months	None
6 months but less than one year	1 week pay
1 year but less than 2 years	2 weeks pay
2 years but less than 3 years	3 " "
3 years but less than 4 years	4 " "
4 years but less than 5 years	5 " "
5 years but less than 6 years	6 " "
6 years but less than 7 years	8 " "
7 years but less than 8 years	10 " "
8 years but less than 9 years	12 " "
9 years but less than 10 years	14 " "
10 years but less than 11 years	16 " "
11 years but less than 12 years	19 " "
12 years but less than 13 years	22 " "
13 years but less than 14 years	25 " "
14 years but less than 15 years	<u>28 " "</u>
	+4 weeks each additional full year

The maximum number of week's payable as termination payments shall in no event exceed one hundred four (104) weeks of pay.

- 30.55 An employee may elect to receive his/her total termination payment in one (1) lump sum or in twelve (12) equal monthly payments. A lump sum shall be paid within thirty (30) days after the employee has left service and monthly payments shall begin within thirty (30) days after the employee has left service.
- 30.56 An employee who has left the service of the Company and has received a termination payment and who is subsequently employed or reemployed by any of the companies referred to in Article 30.58 will be treated as follows. If the number of weeks from the effective date of leaving service to the date of employment or reemployment is less than the number of weeks pay upon which the termination payment was based, exclusive of any payment in lieu of vacation, the amount paid to the employee for the excess number of weeks shall be considered as an advance to the employee by the Company and repayment shall be made through payroll deductions at the rate of fifteen percent (15%) of the employee's basic weekly wage rate until the amount of excess is repaid.
- 30.57 A re-engaged employee who has received a termination payment and who is again laid off will be paid the difference between the computed payment to which he or she is eligible and the net amount of any payment which he or she may have received due to any previous layoff.
- 30.58 The provisions of this Section do not apply in case of an employee leaving service voluntarily, an employee on a leave of absence, or an employee transferred to any other AT&T Company or successors or assigns thereto.

## **Extended Medical Coverage**

30.59 Employees who are not eligible for a service pension and whose employment is terminated as a result of application of the surplus reduction procedures, or who elect to leave the service of the Company pursuant to the provisions of the SIPP, shall continue to remain eligible for coverage for up to eighteen (18) months under the employee benefit plan providing medical coverage the employee would be eligible for under Article 16 if the employee remained an active employee or its successor Program, as follows:

- (A) An employee whose Net Credited Service is five (5) years or more will be eligible for coverage at Company expense for a period of six (6) months following the month in which employment is terminated. The employee may elect to continue such coverage for an additional twelve (12) months at the employee's expense by paying the monthly premium amount.
- (B) An employee whose Net Credited Service is at least one (1) year but less than five (5) years will be eligible for coverage at Company expense for a period of three (3) months following the month in which employment is terminated. The employee may elect to continue such coverage for an additional fifteen (15) months at the employee's expense by paying the monthly premium amount.
- (C) An employee with less than one (1) year of Net Credited Service who is eligible for coverage at the time of termination of employment may elect to continue such coverage at the employee's expense for a period of eighteen (18) months following the month in which employment is terminated by paying the monthly premium amount.

Payment of extended medical coverage by the Company, however, shall not extend the period of coverage beyond that required to be provided by the Consolidated Omnibus Budget Reconciliation Act ("COBRA") of 1986.

30.60 The extended medical coverage shall be on the same basis and in the same amount to which the employee was entitled immediately prior to leaving the service of the Company. If during the period of any extended medical coverage, as set forth above, the medical expense coverage is changed for employees who remain on the payroll, the same changes will be applied to persons participating in this extended medical coverage program.

## TITLE GROUPS

<p><b><u>TITLE GROUP 1:</u></b>  Telecommunications Specialist (ACO)  Telecommunications Specialist (JCO)  Telecommunications Specialist (JRL)  Telecommunications Specialist (JTS)  Trunk and Toll Assigner (JRN)  Power Technician</p>	<p><b><u>TITLE GROUP 2:</u></b>  Customer Systems Technician (A)  Customer Systems Technician (JRN)  Customer Systems Technician (DSL)  Cable Splicing Technician (JRN)  Outside Plant Technician (JRN)</p>
<p><b><u>TITLE GROUP 3:</u></b>  Maintenance Administrator  Maintenance Administrator (I/M)  Field Support Administrator  Provisioning Specialist  Plant Assigner  Senior Plant Assigner  Drafter  Engineering Assistant</p>	<p><b><u>TITLE GROUP 4:</u></b>  Supply Attendant  Distribution Operator  Light Delivery Driver  Truck Dispatcher  Heavy Vehicle Driver  Delivery Driver  Automotive Equipment Technician  Garage Attendant</p>
	<p><b><u>TITLE GROUP 5:</u></b>  Computer Attendant  Advanced Computer Attendant</p>
<p><b><u>TITLE GROUP 6:</u></b>  Project Coordinator</p>	<p><b><u>TITLE GROUP 7:</u></b>  Marketing Support Specialist  Customer Advocate  Customer Advocate (SRV)  Customer Advocate (BCS)</p>
<p><b><u>TITLE GROUP 8:</u></b>  Service Representative(SRS)  Sales Consultant</p>	<p><b><u>TITLE GROUP 9:</u></b>  Customer Account Specialist(COL)  Customer Account Specialist (SRL)  Customer Account Specialist (SRS)  Service Representative (COL)  Service Representative (SRL)</p>

## TITLE GROUPS

<b><u>TITLE GROUP 10:</u></b> Technical Specialist (CLA) Technical Associate (CLB) Administrative Specialist Clerical Associate (CLD) Investment Recovery Specialist Directory Representative	
<b><u>"T" TITLE GROUP 11:</u></b> Customer Engineer Band 1 Customer Engineer Band 2	<b><u>"T" TITLE GROUP 12:</u></b> Telecommunications Relay Associate Accessible Communications Associate Communications Assistant Communications Assistant - Relay
<b><u>"T" TITLE GROUP 13:</u></b> TRA Administrative Associate ACS Administrative Associate Telecommunications Relay Clerk	<b><u>"T" TITLE GROUP 14:</u></b> Communications Technician - Toll
<b><u>"T" TITLE GROUP 15:</u></b> AC & Refrigeration Mechanic	<b><u>"T" TITLE GROUP 16:</u></b> Supplies Coordinator
<b><u>"T" TITLE GROUP 17:</u></b> Service Center Clerk Data	<b><u>"T" TITLE GROUP 18:</u></b> Data Service Coordinator
<b><u>"T" TITLE GROUP 19:</u></b> Working Foreman (Local 134) Journeyman (Local 134)	

**Reasonable Commuting Area (RCA)**

*Attachment B*

<b>Chicago/NW Indiana</b>	<b>North Suburban (Continued)</b>	<b>South Suburban (Continued)</b>	<b>RCA 2 (Continued)</b>
Chicago	Northbrook	Kankakee	Greenville
Harwood Heights	Northfield	LaGrange	Godfrey
Crown Point, IN	Palatine	Lansing	Maryville
E Chicago, IN	Park Ridge	LaSalle	Mt. Vernon
Gary, IN	Roselle	Lemont	Nashville
Griffith, IN	Round Lake	Lisle	Rosewood Heights
Hammond, IN	Schaumburg	Lockport	Salem
Highland, IN	Skokie	Lyons	Trenton
Lowell, IN	St. Charles	Minooka	Vandalia
Merrillville, IN	Wauconda	Mokena	Wood River
Schererville, IN	Waukegan	Monee	
Whiting, IN	West Chicago	Montgomery	
	Wheaton	Morris	<b>RCA 3</b>
<b>North Suburban</b>	Wheeling	Naperville	Champaign
Addison	Wilmette	New Lenox	Danville
Algonquin	Winnetka	Northlake	Decatur
Antioch	Woodstock	Oak Lawn	Petersburg
Arlington Heights	Zion	Oak Park	Springfield
Barrington		Oak Brook	Urbana
Bartlett	<b>South Suburban</b>	Orland Hills	
Buffalo Grove	Alsip	Orland Park	
Cary	Aurora	Oswego	<b>RCA 4</b>
Crystal Lake	Bedford Park	Ottawa	Bartonville
Deerfield	Beecher	Park Forest	Beardstown
Des Plaines	Bellwood	Peotone	Canton
Dundee	Bensenville	Plainfield	East Moline
East Dundee	Berwyn	Richard Park	East Peoria
Elgin	Blue Island	River Forest	Galena
Elk Grove	Bolingbrook	River Grove	Green Rock
Evanston	Bourbonnais	Riverdale	Loves Park
Fox Lake	Bradley	Rockdale	Milan
Geneva	Bridgeview	Romeoville	Moline
Glen Ellyn	Calumet City	Schiller Park	Peoria
Glenview	Chicago Heights	Sugar Grove	Quincy
Grayslake	Chicago Ridge	Summit	Rock Falls
Gurnee	Cicero	Tinley Park	Rockford
Hampshire	Coal City	University Park	Rock Island
Harvard	Crete	Villa Park	Sterling
Highland Park	Downers Grove	Warrenville	
Hoffman Estates	East Chicago Heights	Watseka	
Huntley	Elmhurst	Westchester	
Lake Forest	Flossmoor	Westmont	
Lake Villa	Ford Heights		
Lake Zurich	Frankfort	<b>RCA 2</b>	
Libertyville	Franklin Park	Alton	
Lincolnshire	Glenwood	Bethalto	
Lombard	Harvey	Breese	
McHenry	Hickory Hills	Cairo	
Morton Grove	Hillside	Carlyle	
Mt. Prospect	Hinsdale	Centralia	
Mundelein	Homer Glen	Collinsville	
Niles	Homewood	East Alton	
North Chicago	Joliet	Edwardsville	

Reasonable Commuting Area (RCA)

Attachment B

<b>Santa Barbara, Oxnard, CA Area</b>	<b>Farmington, CT Area</b>	<b>Coos Bay/Bandon, Oregon Location</b>	<b>Pasco, Walla Walla, WA Area</b>
Oxnard	Farmington	Bandon	Clarkston
<b>San Bernardino, CA Area</b>	<b>Chicago, IL City Limits Local 134</b>	<b>Camas, WA Portland, OR Area</b>	Walla Walla
San Bernardino	Chicago	Beaverton	<b>Mount Vernon, Bellingham, WA Area</b>
<b>San Diego, CA Area</b>	<b>Cook, Dupage, IL Area</b>	Portland	Mount Vernon
San Diego	Lisle	<b>Eugene, Springfield, OR Area</b>	<b>Olympia, Kent, McCord AFB, And Tacoma, WA Area</b>
<b>Oakland, Walnut Creek, Plsntn, Snfrn, Cncrd, CA Area</b>	<b>Boston, MA Metro Area</b>	Eugene	Olympia
San Francisco	Boston	<b>Baker, OR Area</b>	Tacoma
<b>Redwood City, San Jose, Sunnyvale, CA Area</b>	<b>Central Massachusetts</b>	La Grande	<b>Seattle, Tacoma, Bellevue, N Bend, WA Area</b>
San Jose	Marlborough	<b>Medford, OR Area</b>	Seattle
<b>Sherman Oaks, Los Angeles, Gardena, Ingl, CA Area</b>	<b>New Jersey</b>	Medford	<b>Spokane, WA Area</b>
Sherman Oaks	Bedminster	<b>Roseburg, OR Area</b>	Spokane
<b>San Luis Obispo, CA Area</b>	Middletown	Roseburg	<b>Yakima, WA Area</b>
San Luis Obispo	Monmouth Junction	<b>Salem, Corvallis, OR Area</b>	Yakima
	Morristown	Salem	
	Piscataway	<b>New Castle, PA Area</b>	
	Warren	New Castle	
	<b>Reno, Carson, NV City</b>	<b>Williamsport, PA Area</b>	
	Reno	Williamsport	

## ARTICLE 31

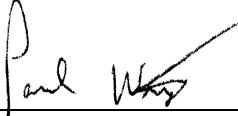
### TERMINATION AND VALIDITY OF AGREEMENT

- 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.
- 31.02 No later than sixty (60) days prior to the expiration date of this Agreement, either party may serve upon the other, a written notice of its desire to negotiate changes in this Agreement or to terminate this Agreement. No bargaining with respect to a new Agreement shall commence earlier than sixty (60) days prior to the expiration date of this Agreement unless otherwise mutually agreed to by the Parties.
- 31.03 Nothing in this Article shall be construed to prevent the Parties from making any changes in this Agreement which are mutually agreeable to the Parties at any time during the tenure of this Agreement.
- 31.04 All contracts and agreements, except current local agreements, currently in force between the Union and the Company, Illinois Bell Telephone Company, Indiana Bell Telephone Company, Incorporated, Ameritech Services, Inc. AT&T Services, Inc., AT&T Corp., AT&T Operations, Inc. or any former Bell System Company, which relate to union-represented Company employees, are hereby superseded and replaced in their entirety by this Agreement. All current local agreements which are in violation of the terms of this Agreement will become null and void on the effective date of this Agreement, unless a later termination date is mutually agreed upon with respect to such a local agreement.
- 31.05 If any provision of this Agreement is invalid because it is contrary to any law, the remaining provisions shall not be affected.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in duplicate by their representatives, all on the day and year first above written.

**AGREED:**

**FOR THE UNION:**



Paul T. Wright  
Chairman, System Council T-3  
International Brotherhood of Electrical Workers

**FOR THE COMPANY:**

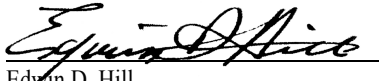


Randall S. White  
Vice-President – Labor Relations



Martha Pultar  
Director, Telecommunications  
International Brotherhood of Electrical Workers

**APPROVED:**



Edwin D. Hill  
International President, IBEW

2013 Bargaining Committee Members

William L. Henne  
Kevin Curran International Representative  
Karen Battisfore  
Byron Bonham  
Cleveland Johnson  
Melanie Probst  
Dave Rehberg  
Grace Rivera

2013 Bargaining Committee Members

William J. Helwig  
Stefan Drozd  
Ellery Hunter  
Steven J. Leonard  
Minerva Linares  
Elizabeth A. Millett  
Patricia A. Peterson  
Kimberly A. Svec



# APPENDIX A

**MEMORANDUM OF AGREEMENT  
BETWEEN  
AT&T MIDWEST and AT&T NATIONAL  
(the Company)  
AND  
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS  
SYSTEM COUNCIL T-3  
(the Union)**

**STRUCTURE OF AGREEMENT**

This Memorandum of Agreement (“Memorandum”) contains the agreement between the Company and the Union (“Parties”) during negotiations for the 2013 Collective Bargaining Agreement (“Agreement”) concerning the structure of the Agreement, including the application and treatment of the articles and appendices to the Agreement. Except as specifically provided elsewhere in the Agreement or its appendices, the following terms control the application of the provisions addressed herein to employees of AT&T Midwest and AT&T National.

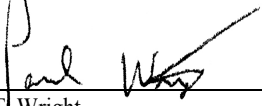
1. The following provisions of the Agreement apply to both AT&T Midwest and AT&T National:
  - a. The Agreement page
  - b. The Articles in the body of the Agreement
  - c. All provisions contained in Appendix A
2. The following provisions of the Agreement do not apply to employees of AT&T National:
  - a. Appendix B – AT&T Midwest Wages/Locations
  - b. Appendix C – Memorandum of Agreement for Premises Technicians and Uverse Dispatchers
  - c. All provisions contained in Appendix S
3. The following provisions of the Agreement do not apply to employees of AT&T Midwest:
  - a. All provisions contained in Appendix T
4. To the extent that the terms of the provisions addressed in paragraph 2 above conflict with the provisions addressed in paragraph 1 above, the terms of the provisions reflected in paragraph 2 above will control with respect to AT&T Midwest employees.

5. To the extent that the terms of the provisions addressed in paragraph 3 above conflict with the provisions addressed in paragraph 1 above, the terms of the provisions reflected in paragraph 3 above will control with respect to AT&T National employees.
6. Unless specifically defined otherwise, use of the term "Agreement" in the Core articles, Appendix T and Appendix S refers to the 2013 Collective Bargaining Agreement between IBEW System Council T-3, AT&T Midwest and AT&T National.

This Memorandum of Agreement will remain in effect through the term of the 2013 Collective Bargaining Agreement between the Parties.

**AGREED:**

**FOR THE UNION:**

  
\_\_\_\_\_  
Paul T. Wright  
Chairman, System Council T-3  
International Brotherhood of Electrical Workers

June 23, 2013  
Date

**FOR THE COMPANY:**

  
\_\_\_\_\_  
Randall S. White  
Vice-President - Labor Relations

June 23, 2013  
Date

**MEMORANDUM OF AGREEMENT  
BETWEEN  
AT&T MIDWEST and AT&T NATIONAL  
(the Company)  
AND  
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS  
SYSTEM COUNCIL T-3  
(the Union)**

**TRAINING OPPORTUNITY PLAN**

This Memorandum of Agreement covers understandings reached by the Union and the Company regarding the Training Opportunity Plan hereafter referred to as "TOP" as follows:

1. **Eligibility:** - Regular full-time and part-time employees with one (1) or more years of Net Credited Service who have been separated from payroll under Surplus Reductions and are eligible to receive termination payments and have reemployment rights under the Parties' Collective Bargaining Agreement.
2. **Participation:** - TOP will be an employee option available at the time of separation from payroll. The employee must elect termination payments or begin participation in TOP.
3. **Income Continuation:** - A TOP participant will receive their termination payments in income continuation installments equal to their basic weekly wage rate (less appropriate taxes) at the time of separation from payroll. Income continuation installments will continue until whichever of the following occurs first:
  - The TOP participant obtains other full-time or part-time employment as defined by the Company with a non AT&T Company and receives the balance of their termination payments.
  - The TOP participant's termination payments are exhausted.
  - The TOP participant fills a job vacancy in another AT&T Company. Termination payments will stop immediately and the balance will not be paid to the TOP participant.
  - The TOP participant fills a job vacancy with the Company in accordance with contractual reemployment rights. A TOP participant may be selected for recall from separation from payroll to fill an available job opening for a job never held by the TOP participant utilizing a "most qualified" over basic qualified selection process, irrespective of the recall from Surplus Reduction provisions as set forth in the Parties' Collective Bargaining Agreement.

- The TOP participant elects to voluntarily terminate participation in TOP and receives the balance of the termination payments.
  - The TOP participant refuses a job offer that does not require a change in principal residence in accordance with Article 30.32, Relocation. Termination payments will stop immediately and the balance will not be paid to the TOP participant.
  - The TOP participant refuses a job offer that requires a change in principal residence in accordance with Article 30.32, Relocation. The balance of their termination payments will be paid to the TOP participant.
4. **Duration of Participation**: - In no event may an individual remain in TOP for more than one (1) year from the initial date of separation from payroll. At the end of that year, the balance of a TOP participant's termination payment, if any, will be paid to the participant as a lump sum. However, the TOP participant will be reimbursed to a maximum of Four Thousand Five Hundred Dollars (\$4,500) (prorated for former part-time employees) for approved actual expenses incurred for training/retraining for up to two (2) years from date of separation from payroll. (See "Reimbursement Feature" following.)
5. **Reemployment While in TOP Status**: - A TOP participant may be selected for a job vacancy within the Company in accordance with the provisions of the AT&T Staffing Plan or its successor and/or reemployment rights under the Parties' Collective Bargaining Agreement.
- The Company will retain the undistributed balance of termination payments in the event of reemployment.
  - A TOP participant who is reemployed with the Company or any other AT&T Company and who is again separated from the payroll under Surplus Reductions will be paid the difference between the termination payment at the time of separation from payroll and the amount of termination payment previously received while in TOP. Said employee is not eligible to enroll again in TOP.
6. **Benefit Continuation**: - An employee separated from the payroll under Surplus Reductions who elects TOP participation becomes eligible for a maximum of one (1) year of medical dental, vision, and basic group life insurance benefits the employee would have been eligible for under Article 16 had the TOP participant remained an active employee. For former part-time employees, benefits will continue in an amount equal to coverage immediately prior to termination.

Benefits provided under TOP shall run concurrently with the extended medical coverage to which the TOP participant may be entitled under the Parties' Collective Bargaining Agreement and shall not extend the period of coverage beyond that required to be provided by the Consolidated Omnibus Budget Reconciliation Act ("COBRA") of 1986.

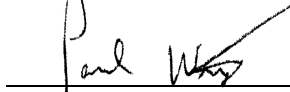
Such benefits will continue until whichever of the following occurs first:

- Termination payments are exhausted.
  - The TOP participant is reemployed by the Company or another AT&T Company, or obtains other regular full-time or part-time employment, as defined by the Company, with a non AT&T Company.
  - The TOP participant elects to voluntarily terminate participation in TOP and receives the balance of the termination payments.
  - A maximum of one (1) year from the beginning date of TOP participation has transpired.
7. **Reimbursement Feature:** - The Company will reimburse a TOP participant up to a maximum of Four Thousand Five Hundred Dollars (\$4,500) for actual expenses incurred for tuition, training, job placement services related to seeking employment, or for moving expenses if the TOP participant is required to move their residence in conjunction with a job elsewhere within AT&T. For former part-time employees, this amount shall be prorated based on the relationship of the individual's most recent part-time equivalent work week classification to a forty (40) hour work week.
- Any such expense must be approved by the Company prior to being incurred.
  - The Program Administrator will provide assistance to the TOP participant in selecting appropriate educational or training classes or programs; will conduct skills, interest and aptitude assessment, if necessary; and will recommend out-placement counseling where appropriate.
  - Reimbursement will be made for approved expenses incurred within two (2) years from the date of separation from payroll.
  - The Program Administrator may recommend that a TOP participant take a Company training class. Such a class if approved, may be taken during TOP participation and up to one (1) year following the date of separation from payroll.
8. **Plan Administration:**
- Will be through a designated Company Program Administrator
  - Nothing in the Plan or its administration will be subject to the grievance and arbitration processes as set forth in the Parties' Collective Bargaining Agreement.

9. **Duration:** - The Training Opportunity Plan will remain effective during the term of the 2013 Collective Bargaining Agreement between the Parties.

**AGREED:**

**FOR THE UNION:**



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Paul T. Wright  
Chairman, System Council T-3  
International Brotherhood of Electrical Workers

June 23, 2013

Date

**FOR THE COMPANY:**



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Randall S. White  
Vice-President - Labor Relations

June 23, 2013

Date

**MEMORANDUM OF AGREEMENT  
BETWEEN  
AT&T MIDWEST and AT&T NATIONAL  
(the Company)  
AND  
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS  
SYSTEM COUNCIL T-3  
(the Union)**

**HEALTH CARE COST CONTAINMENT COMMITTEE**

Driven by a continuing concern about the quality and rising cost of health care services utilized by employees and their dependents, the Company and the Union hereby agree to:

1. Continue with the committee known as the Health Care Cost Containment Committee. The Committee will consist of five (5) Union representatives and an equal number of designated management representatives, who will meet periodically as appropriate.
2. The purpose of the Committee is to:
  - Report to the Full Committee for its consideration, all proposed health care recommendations;
  - Address health care issues and problems;
  - Educate employees and their families regarding their health care benefits;
  - Examine the major factors influencing health care costs, particularly those which affect the Company and its employees;
  - Recommend cost containment measures as may be appropriate;
  - Examine the viability of cost-sharing as a means toward slowing the escalation of medical insurance costs;
  - Participate in health care action oriented coalitions and other organizations concerned with the quality and cost of health care, including but not limited to:
    - Cooperation with community and/or state based hospital concurrent review programs concerned with pre-admission certification, ancillary service levels and average length of stay performance;
    - Cooperation with community based Preferred Provider Organizations or managed care network providers assuring a balance between health care quality and cost;
    - Promotion of employee awareness in the areas of preventive health care, fitness, efficient use of the medical insurance plan, and the high cost of health care;

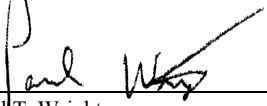


- Research and study available options for the Company and Union to join actively in pursuing the subject of national health care.
  - Evaluate the needs of employees relative to dependent care, i.e., child care, elder care and to research the resources and services available in order to educate employees and to recommend programs consistent with those needs.
3. The Committee is charged with submitting periodic reports to the Union and Company bargaining representatives regarding the efforts made to contain escalating health care costs, the results of those efforts, and any recommendations for changes in the Ameritech Comprehensive Health Care Plan which furthers the efforts to contain escalation of health care costs while preserving the quality of health care for employees.
  4. Meeting will be held quarterly and employees shall be compensated for attending committee meetings and joint training sessions authorized by the Company during the employee's scheduled shift at the employee's basic wage rate. Unless otherwise authorized by the Company, no transportation expenses and or lodging will be paid for Union representatives to attend these meetings. Upon request, the Company will make arrangements for them to participate via teleconference.

This Memorandum of Agreement will remain in effect through the term of the 2013 Collective Bargaining Agreement between the Parties.


**AGREED:**

**FOR THE UNION:**

  
 \_\_\_\_\_  
 Paul T. Wright  
 Chairman, System Council T-3  
 International Brotherhood of Electrical Workers

June 23, 2013  
 \_\_\_\_\_  
 Date

**FOR THE COMPANY:**

  
 \_\_\_\_\_  
 Randall S. White  
 Vice-President - Labor Relations

June 23, 2013  
 \_\_\_\_\_  
 Date

**MEMORANDUM OF AGREEMENT  
BETWEEN  
AT&T MIDWEST and AT&T NATIONAL  
(the Company)  
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SYSTEM COUNCIL T-3  
(the Union)**

**COMMITTEE FOR SUBSTANCE ABUSE AWARENESS**

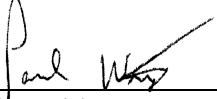
Recognizing the need for safe and efficient work operations and an alcohol and drug free environment, the Company and the Union hereby agree to:

1. Continue with the committee known as the Committee For Substance Abuse Awareness. The Committee will consist of five (5) Union representatives and designated management representatives, who will meet as appropriate. The Committee shall be co-chaired by one Union and one Company representative.
2. The purpose of the Committee is to:
  - Assist in the development and presentation of educational material to inform employees about the dangers of substance abuse involving alcohol and drugs in the workplace.
  - Encourage employees to abstain from using illegal drugs or abusing alcohol or other drugs.
  - Promote awareness of Company programs relating to alcohol or drugs.
  - Develop and distribute other information and recommendations jointly agreed upon as having the potential to reduce or eliminate the impact of substance abuse upon the Company and its employees.
3. Employees shall be compensated for attending committee meetings and joint training sessions authorized by the Company during the employee's scheduled shift at the employee's basic wage rate. Meetings will be held in either Chicago, Downers Grove or Hoffman Estates, Illinois. Unless otherwise authorized by the Company, no transportation expenses, and or lodging will be paid for Union representatives to attend these meetings. Upon request, the Company will make arrangements for them to participate via teleconference

This Memorandum of Agreement will remain in effect through the term of the 2013 Collective Bargaining Agreement between the Parties.

**AGREED:**

**FOR THE UNION:**



Paul T. Wright  
Chairman, System Council T-3  
International Brotherhood of Electrical Workers

June 23, 2013 \_\_\_\_\_  
Date

**FOR THE COMPANY:**



Randall S. White  
Vice-President - Labor Relations

June 23, 2013 \_\_\_\_\_  
Date

**MEMORANDUM OF AGREEMENT  
BETWEEN  
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SYSTEM COUNCIL T-3  
(the Union)**

**JOINT TRAINING ADVISORY BOARD**

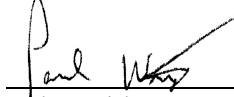
The Company and the Union hereby agree to:

1. Continue the Joint Training Advisory Board. The Board will consist of four Union representatives and an equal number of designated management representatives who will meet periodically and have responsibility for:
  - Furnishing advice to the Company on personal or career development and job displacement training courses and curricula;
  - Reviewing and making recommendations regarding training delivery systems (e.g. technical schools, community colleges, home study programs, etc.) available to be used by the Company;
  - Evaluating the effectiveness of such training programs and courses and the delivery systems utilized;
  - Encouraging employees to participate in and successfully complete the available training courses; and
  - Developing facts and recommendations concerning the Company's Learning Program so that the Company may make well informed decisions regarding the Program's overall administration and effectiveness.
2. The Board may appoint subcommittees as deemed appropriate to investigate and make recommendations concerning specific items of interest or concern to the Board.
3. Employees shall be compensated for attending Board meetings authorized by the Company during the employee's scheduled shift at the employee's basic wage rate. Meetings will be held in either Chicago, Downers Grove or Hoffman Estates, Illinois. Unless otherwise authorized by the Company, no transportation expenses, and or lodging will be paid for Union representatives to attend these meetings. Upon request, the Company will make arrangements for them to participate via teleconference.

This Memorandum of Agreement will remain in effect through the term of the 2013 Collective Bargaining Agreement between the Parties.

**AGREED:**

**FOR THE UNION:**



\_\_\_\_\_  
Paul T. Wright  
Chairman, System Council T-3  
International Brotherhood of Electrical Workers

June 23, 2013

Date

**FOR THE COMPANY:**



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Randall S. White  
Vice-President - Labor Relations

June 23, 2013

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**MILITARY LEAVES OF ABSENCE**

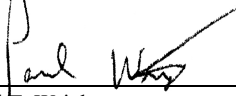
This Memorandum of Agreement covers understandings reached by the Company and the Union regarding the Company's military leaves of absence.

- The Company agrees that it shall discuss any changes to the Military Leave Program with the Union and that it shall inform employees of the Military Leave Program as may be amended from time to time by the law.
- In addition to the provisions of the Military Leave of Absence Program, effective June 23, 2013 employees who are called up for active military service due to the Presidential Executive Order of September 14, 2001 – Operation Enduring Freedom/Operation Iraqi Freedom (previously known as Operation Noble Eagle) will receive the pay treatment provided below. This will supersede any agreement or policies concerning military pay allowances for such employees entering active duty in the armed forces of the United States. Other terms of the existing Uniform Services Leaves of Absence apply unchanged. Termination of this provision shall be at the completion of and/or cancellation of the Executive Order – Operation Enduring Freedom/Operation Iraqi Freedom, upon mutual agreement of the Parties or June 24, 2017, whichever occurs first. Employees on this leave will receive a pay differential (difference between the employee's military pay and his/her company pay, including any applicable shift differential), when military pay is less, for a total of thirty (30) months or the period of active duty, whichever is shorter.

This Memorandum of Agreement will remain in effect through the term of the 2013 Collective Bargaining Agreement between the Parties.

**AGREED:**

**FOR THE UNION:**



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Paul T. Wright  
Chairman, System Council T-3  
International Brotherhood of Electrical Workers

June 23, 2013  
Date

**FOR THE COMPANY:**



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Randall S. White  
Vice-President - Labor Relations

June 23, 2013  
Date

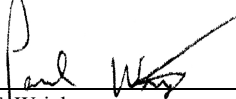
**MEMORANDUM OF AGREEMENT  
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SYSTEM COUNCIL T-3  
(the Union)**

**WORK AT HOME / TELECOMMUTING TRIALS**

The Union and the Company recognize that it maybe beneficial to the employees to establish Work At Home / Telecommuting Trials. Therefore, during the life of our agreement the Union and the Company may have discussions on the parameters of the trials.

**AGREED:**

**FOR THE UNION:**

  
\_\_\_\_\_

Paul T. Wright  
Chairman, System Council T-3  
International Brotherhood of Electrical Workers

June 23, 2013  
Date

**FOR THE COMPANY:**

  
\_\_\_\_\_

Randall S. White  
Vice-President - Labor Relations

June 23, 2013  
Date



**MEMORANDUM OF AGREEMENT  
BETWEEN  
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SYSTEM COUNCIL T-3  
(the Union)**

**CAREER SUB-COMMITTEE**

This Memorandum covers understandings reached between the Company and the Union regarding the establishment of the Career Sub-Committee of the Joint Training Advisory Board. This joint committee will consist of the Vice-President-Labor Relations, the Manager of Advisory Services, a Staffing Center Manager and four (4) Union Representatives.

Recognizing the effect of industry and technological changes on career opportunities, the Career Sub-Committee will develop a program to provide career information resources to assist employees in researching alternative career options at the Company. The program may provide employees with information regarding testing requirements, test preparation materials (if any) and suggestions as to reading materials or classes which might enhance opportunities for a different job. This program shall be developed by the sub-committee, be presented to the Joint Training Advisory Board and be made available to employees by the end of the 2<sup>nd</sup> Quarter, 2014. In addition, a list of the educational institutions currently delivering services, courses and programs shall be provided to the IBEW sub-committee representative(s) as soon as practicable.

In addition, the Career Sub-Committee will focus on areas that could facilitate the movement of surplus employees. Those areas that will be addressed by the Committee include the following:

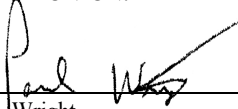
- Pre-qualification testing procedures for surplus employees.
- Priority placement consideration through the Non-Management Staffing Plan for surplus employees.
- IBEW assistance in preparation for testing and career counseling for surplus employees.

An employee shall be compensated for attending committee meetings and joint training sessions authorized by the Company during the employee's scheduled shift at the employee's basic wage rate. Meetings will be held in either Chicago, Downers Grove or Hoffman Estates, Illinois. Unless otherwise authorized by the Company, no transportation expenses, and or lodging will be paid for Union representatives to attend these meetings. Upon request, the Company will make arrangements for them to participate via teleconference.

This Memorandum of Agreement will remain in effect through the term of the 2013 Collective Bargaining Agreement between the Parties.

**AGREED:**

**FOR THE UNION:**



\_\_\_\_\_  
Paul T. Wright  
Chairman, System Council T-3  
International Brotherhood of Electrical Workers

June 23, 2013  
Date

**FOR THE COMPANY:**



\_\_\_\_\_  
Randall S. White  
Vice-President - Labor Relations

June 23, 2013  
Date

**MEMORANDUM OF AGREEMENT  
BETWEEN  
AT&T MIDWEST and AT&T NATIONAL  
(the Company)  
AND  
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS  
SYSTEM COUNCIL T-3  
(the Union)**

**SUCCESS SHARING PLAN**

Based on System Council T-3 (“Union”) and AT&T Midwest’s and AT&T National’s (“Company”) desire to have employees share in the success of AT&T Inc. (AT&T), the Company and the Union (“Parties”) agree to a Success Sharing Plan (SSP). Eligible employees may receive annual lump sum cash payments based on AT&T stock price appreciation and AT&T dividend rate.

**A. Plan Components**

1. Success Units

Employees will be awarded 150 success units at the beginning of each award year (October 1, 2013, October 1, 2014, October 1, 2015 and October 3, 2016). Those success units will only be valid for that award year and will not carryover to the next award year. A success unit is only used as a multiplier in the payout calculation and is not a share of stock nor has any other value.

2. Determining Award Value

Award Year	Beginning Award Value	Ending Award Value
2014 (October 1, 2013 to September 30, 2014)	October 1, 2013 closing AT&T stock price	September 30, 2014 closing AT&T stock price
2015 (October 1, 2014 to September 30, 2015)	October 1, 2014 closing AT&T stock price	September 30, 2015 closing AT&T stock price
2016 (October 1, 2015 to September 30, 2016)	October 1, 2015 closing AT&T stock price	September 30, 2016 closing AT&T stock price
2017 (October 3, 2016 to September 29, 2017)	October 3, 2016 closing AT&T stock price	September 29, 2017 closing AT&T stock price

The stock price used in establishing the award value will be the closing AT&T stock price on the New York Stock Exchange.

The award value will be adjusted proportionally to reflect any stock split.

3. Determining Dividend Rate Value

For Award Years 2015, 2016 and 2017, the payout will include a dividend rate value. This dividend rate value will be determined by adding each AT&T declared quarterly dividend during the award year (historically December, March, June, and September) and multiplying this total by 150 success units.

4. Payout

A. For Award Year 2014:

Employees will receive a total payout based on the difference between the ending award value and the beginning award value for the award year times 150 success units. For example:

**Stock Appreciation Value:**

Beginning award value – October 1, 2013 closing AT&T stock price \$30.00  
Ending award value – September 30, 2014 closing AT&T stock price \$35.00  
**Total Payout** –  $\$35 - \$30 = \$5 \times 150$  success units = \$750.00

B. For Award Years 2015, 2016 and 2017:

Employees will receive a total payout based on the difference between the ending award value and the beginning award value for the award year times 150 success units plus the dividend rate value. For example:

**Stock Appreciation Value:**

Beginning award value – October 1, 2014 closing AT&T stock price \$30.00  
Ending award value – September 30, 2015 closing AT&T stock price \$35.00  
Payout –  $\$35 - \$30 = \$5 \times 150$  success units = \$750.00

**Dividend Rate Value:**

December 2014 dividend	\$ .45
March 2015 dividend	\$ .45
June 2015 dividend	\$ .45
September 2015 dividend	\$ .45
Total Dividend	\$1.80

Payout -  $\$1.80 \times 150$  success units = \$270.00

**Total Payout**

\$750.00 stock appreciation value + \$270.00 dividend rate value = \$1,020.00

Payment of the award will be made as soon as practicable after the award year and will normally occur the payday of the last full pay period in November.

**B. Eligibility**

Employees eligible for payouts as described above are those regular, temporary and term employees who are on the payroll on both the beginning and ending dates of the award year and who work for a minimum of three (3) months within the award year in a position covered by this Collective Bargaining Agreement. Eligible employees who are on approved leaves of absence or short-term disability absence and meet the other eligibility requirements on the ending date of the award year shall receive a payout, provided they return to duty on or before December 31 of the year in which the payout is made.

An eligible employee who transfers between AT&T Companies participating in the SSP will be eligible to receive a payout under the terms of the SSP applicable to the employee's current bargaining unit at the time of a payout, so long as the combined service in both AT&T Companies satisfies the above eligibility provisions.

**C. Part-Time Employees**

Eligible part-time employees will receive prorated payouts based on their part-time classification (or "part-time equivalent work week") on the ending date of the award year.

**D. Benefits Treatment**

SSP payments will be recognized as eligible compensation under the following benefit plans:

- Medical
- Life Insurance
- Pension
- Savings Plan (ARSP Only)

**E. Taxes, Personal Allotments**

Payments are subject to state and local taxes, Federal Income Tax, Social Security Tax, Medicare Tax, and any state disability deductions at the time of payment. Union dues will be deducted at the same rate as they are deducted for wages. Employees with 401(k) pre-tax elections will not have State or Federal Income Taxes deducted from that portion.

Personal allotments such as United Way contributions will not be made.

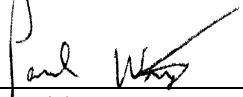
**F. Dispute Resolution**

Company determination under this plan shall be final and binding. The Union may present grievances relating to matters covered by the SSP, but neither the plan nor its administration shall be subject to arbitration.

This Memorandum of Agreement will remain in effect through the term of the 2013 Collective Bargaining Agreement between the Parties.


**AGREED:**

**FOR THE UNION:**

  
\_\_\_\_\_  
Paul T. Wright  
Chairman, System Council T-3  
International Brotherhood of Electrical Workers

June 23, 2013  
Date

**FOR THE COMPANY:**

  
\_\_\_\_\_  
Randall S. White  
Vice-President - Labor Relations

June 23, 2013  
Date

**MEMORANDUM OF AGREEMENT  
BETWEEN  
AT&T MIDWEST and AT&T NATIONAL  
(the Company)  
AND  
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS  
SYSTEM COUNCIL T-3  
(the Union)**

**FOUR-DAY WORK WEEK**

The Union and Company hereby recognize and agree that in certain work units or work groups it may be beneficial to the employees and in the best interest of the business to establish a four-day schedule as a normal work week. Accordingly, where the parties agree on a local basis, the number of hours which presently constitute a normal five-day work week schedule may be scheduled in equal amounts over four (4) days.

The local management and the appropriate Business Representative of the Union will discuss the process by which employees who volunteer will be assigned their shifts and tours.

- 1) Participation is voluntary and to be offered on a seniority basis if all qualifications are equal.
- 2) Overtime hours will begin after ten (10) hours per day/40 hours per week.
- 3) The shift differential, as stated in Article 21.01 will apply to shifts or tours that begin before 6:00 a.m. or after 8 p.m.
- 4) Full vacation weeks will be on a four (4) day/10 hour basis (40 hours/week).
- 5) Sickness Disability will be paid on an eight (8) hour day basis, beginning on the 8<sup>th</sup> calendar day. Employees returning from disability will return to a five (5) day/8 hour work schedule until the next week's tour is prepared reflecting the return employee at a four (4) day/10 hour and it becomes effective.
- 6) Payment for Illness as stated in Article 20.04 will be based upon a ten hour day for employees who are absent because of sickness during the course of a four day tour.
- 7) All weeks with a paid Holiday must be taken as a five (5) day work week.
- 8) Employees pre-scheduled for Excused Work Days, Day-At-A-Time Vacation, Floating Holiday(s), or jury duty will revert their tour to the normal five-day tour. Non-scheduled Floating Holidays, Excused Work Days, or Day-At-A-Time Vacation within a week in which the employee's tour is four ten hour days will be treated as ten hour days. Employees may take no more than four (4) ten hour unscheduled days

(i.e., forty hours) on a day-at-a-time basis. These unscheduled days include Floating Holidays, Excused Work Days, or Vacation Days.

- 9) The Company reserves the right to schedule which four days of the week make-up the scheduled week between Sunday and Saturday.

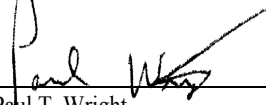
Nothing in this memorandum shall be subject to arbitration.

The Company or the Union maintain the right to cancel 4 day work week schedules in a work unit or work group upon thirty (30) days written notice.

This Memorandum of Agreement will remain in effect through the term of the 2013 Collective Bargaining Agreement between the Parties.

**AGREED:**

**FOR THE UNION:**

  
\_\_\_\_\_  
Paul T. Wright  
Chairman, System Council T-3  
International Brotherhood of Electrical Workers

June 23, 2013  
\_\_\_\_\_  
Date

**FOR THE COMPANY:**

  
\_\_\_\_\_  
Randall S. White  
Vice-President - Labor Relations

June 23, 2013  
\_\_\_\_\_  
Date



**MEMORANDUM OF AGREEMENT  
BETWEEN  
AT&T MIDWEST and AT&T NATIONAL  
(the Company)  
AND  
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS  
SYSTEM COUNCIL T-3  
(the Union)  
  
FOR EMPLOYEES HOLDING  
THE SALES CONSULTANT JOB TITLE**

This Memorandum of Agreement (“Memorandum”) confirms the agreement reached between the Company and the Union (“Parties”) with respect to the Sales Consultant job title. All terms of the 2013 Collective Bargaining Agreement between the Parties (the “Core Agreement”) will apply to this job title except as specified in this Memorandum or elsewhere in the Core Agreement.

1. The Sales Consultant job title may be utilized in any Market Business Unit(s) affiliated with the Consumer, Business or Finance organizations.
2. The Sales Consultant job assignments generally will include, but are not limited to, duties currently assigned to Sales Representatives, Service Representatives, Customer Representatives and/or Customer Advocate job titles.
3. The Sales Consultants compensation will be a combination of wages and a target incentive compensation plan. The combined wages and target incentive compensation plan for Sales Consultants are expected to reach 100% of the wage schedules for the Service Representative, Customer Representative and Customer Advocate titles, respectively, for Sales Consultants who meet sales/collection targets set by the Company. Base wages for the Sales Consultant are set forth in Appendix B of the Core Agreement. Annually, the target incentive amount will be increased in accordance with any general wage increases provided in Article 13. The target incentive compensation plan is set by the applicable Market Business Unit in accordance with paragraph 4, below.
4. Sales Consultants will be eligible for additional compensation under a target incentive compensation plan to be adopted by the Market Business Unit in which the title is populated. Each Market Business unit will adopt a plan specific to its key business targets and measurements. However, the following terms will be common to each target incentive plan:
  - Sales Consultants will be eligible for incentive payouts when they attain at least 50% of their sales/collection targets except that for the first four (4) months;

- During initial training, an employee will be eligible for an incentive payout at 100% of target incentive for their sales/collection targets.
  - Incentive payouts for Sales Consultants that have finished training will be capped once an employee attains 300% of their sales/collection targets.
  - The Company may establish, modify and/or discontinue target incentive compensation plans without further discussion with the Union, provided that any such plan shall be consistent with this Memorandum.
  - The Company may establish and modify such target incentive compensation plans, retaining sole discretion to set and modify products, targets, weights, and additional considerations. Additionally, the Company may add additional incentive dollars to the overall Sales/Compensation plans.
5. Current Sales Representatives, Service Representatives, Customer Representative, Customer Advocates or other like titles within the same work group as a Sales Consultant may choose to convert to a Sales Consultant title. On a one-time basis and at the employee's request, the Company will retreat employees converting to the Sales Consultant job title in accordance with this paragraph to their former title within six months of the initial transfer.
  6. Sales Consultants assigned to a Lead Person or a Temporary Management position shall receive, in addition to the Lead Person or Temporary Management differentials, 100% of their daily target incentive payment.
  7. An employee entitled to a Reassignment Pay Protection Plan payment pursuant to Article 30.31 of the Core Agreement who is placed into a Sales Consultant position shall, for purposes of calculating this benefit, have the rate of pay for the Sales Consultant position calculated as the wage rate reflected in Appendix B to the Core Agreement and, instead of the table reflected in Article 30.31, such employee shall be entitled to payment in accordance with the following table:

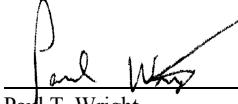
**RPPP PAYOUT TABLE**  
**ASSIGNMENT TO LOWER WAGE RATE**  
**Years Of Net Credited Service**

<u>Weekly Difference</u>		<u>&lt;10</u>	<u>≥10</u>
\$ 0.50	\$ 4.50	\$ 70	\$ 140
5.00	9.50	90	320
10.00	14.50	130	460
15.00	19.50	200	640
20.00	24.50	220	790
25.00	29.50	270	960
30.00	34.50	320	1,110
35.00	39.50	360	1,280
40.00	44.50	410	1,430
45.00	49.50	450	1,610
50.00	54.50	490	1,750
55.00	59.50	550	1,930
60.00	64.50	580	2,080
65.00	69.50	640	2,260
70.00	74.50	670	2,400
75.00	79.50	720	2,570
80.00	84.50	770	2,730
85.00	89.50	820	2,900
90.00	94.50	850	3,050
95.00	99.50	900	3,220
100.00	104.50	950	3,370
105.00	109.50	1,000	3,550
110.00	114.50	1,040	3,700
115.00	119.50	1,080	3,870
120.00	124.50	1,120	4,020
125.00	129.50	1,180	4,190
130.00	134.50	1,220	4,350
135.00	139.50	1,270	4,520
140.00	144.50	1,300	4,660
145.00	149.50	1,370	4,840
150.00	154.50	1,400	4,990
155.00	159.50	1,450	5,170
160.00	164.50	1,490	5,310
165.00	169.50	1,530	5,490
170.00	174.50	1,590	5,640
175.00	179.50	1,630	5,810
180.00	184.50	1,660	5,960
185.00	189.50	1,720	6,130
190.00	194.50	1,750	6,280
195.00	199.50	1,820	6,460
200.00	204.50	1,850	6,600
205.00	209.50	1,910	6,780
210.00	214.50	1,940	6,930
215.00	219.50	1,980	7,110
220.00	224.50	2,040	7,260
225.00 +		2,080	7,420

This Memorandum of Agreement will remain in effect through the term of the 2013 Collective Bargaining Agreement between the Parties.

**AGREED:**

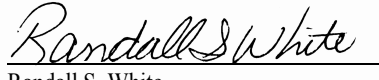
**FOR THE UNION:**



Paul T. Wright  
Chairman, System Council T-3  
International Brotherhood of Electrical Workers

June 23, 2013  
Date

**FOR THE COMPANY:**



Randall S. White  
Vice-President - Labor Relations

June 23, 2013  
Date

**MEMORANDUM OF AGREEMENT  
BETWEEN  
AT&T MIDWEST and AT&T NATIONAL  
(the Company)  
AND  
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS  
SYSTEM COUNCIL T-3  
(the Union)**

**IN LIEU OF RELOCATION**

This Memorandum of Agreement covers understandings reached by the Union and the Company regarding "In Lieu Of Relocation" as follows:

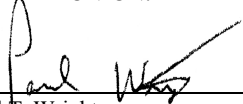
A regular employee transferring at Company request to a new Report Location which is thirty-five (35) or more road miles by the most direct route farther from his/her principal residence than was the old Report Location, shall be eligible for treatment under the Relocation Plan.

An employee eligible for treatment under the Relocation Plan may elect not to relocate his/her principal residence. An employee who so elects within one (1) year of the date of transfer shall be entitled to receive a one-time lump sum allowance of \$1,500 (fifteen hundred dollars) in lieu of relocation expenses.

This Memorandum of Agreement will remain in effect through the term of the 2013 Collective Bargaining Agreement between the Parties.


**AGREED:**

**FOR THE UNION:**

  
\_\_\_\_\_  
Paul T. Wright  
Chairman, System Council T-3  
International Brotherhood of Electrical Workers

June 23, 2013  
Date

**FOR THE COMPANY:**

  
\_\_\_\_\_  
Randall S. White  
Vice-President - Labor Relations

June 23, 2013  
Date

**MEMORANDUM OF AGREEMENT  
BETWEEN  
AT&T MIDWEST and AT&T NATIONAL  
(the Company)  
AND  
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS  
SYSTEM COUNCIL T-3  
(the Union)**

**AT&T MIDWEST AND AT&T NATIONAL STAFFING PROCESS**

This Memorandum of Agreement reflects the agreement reached between AT&T Midwest & AT&T National (the Company) and the International Brotherhood of Electrical Workers System Council (SCT-3), (the Union), regarding the AT&T Non-Management Staffing Process.

This staffing process applies to all regular, Union represented employees, except regular limited term/term employees

Employees are encouraged to have a skill profile and test request on file prior to self-nominating for an open position. However, it is not mandatory to have a test request on file to be considered as a candidate for an open position.

If an employee, considered to be a candidate for an open position, is unavailable for 10 business days or more for test scheduling due to vacation, the employee must have a test request on file prior to the closing date of the open position posting in order to be considered for the position. In this case, the open position will not be filled until the employee can be tested.

Employees who have not completed time on assignment requirements will be able to submit a form requesting to be scheduled for testing three (3) months prior to the end of their time-on-assignment period.

Employees who are selected for positions through this agreed-upon AT&T Staffing Process will be required to serve time-on-assignment when their job title changes and/or the content of their job changes.

Time on assignment must be served prior to an employee's transfer to a different job unless waived by management and agreed upon by Labor Relations.

Open positions will be posted for seven (7) calendar days. Employees will be able to self-nominate for these positions twenty-four (24) hours a day, seven (7) days a week. Once developed, the Company will provide employees Internet access for open positions.

All employees who have nominated for the open positions, including employees who are test qualified and those awaiting testing as noted above, will be considered for open positions

provided such employees meet the requirements for satisfactory attendance and performance pursuant to the AT&T Staffing Process and have satisfied time on assignment.

Selection for open positions will be made by the Company based on seniority, ability and qualifications. If the choice rests between two (2) or more employees whose qualifications for the job are substantially equal, seniority, shall govern the selection.

On a requisition, twenty-five (25) points will be added to the most senior candidate per job opening. If the most senior candidate declines the job, or is otherwise disqualified, the points will be reassigned to the next senior candidate. The twenty-five (25) points will be successively assigned in seniority order until the opening is filled.

If an employee selected for an open position is unable to satisfactorily complete training or is unable to satisfactorily perform the duties of the job during the first six (6) months following formal training, the employee will be retreated to his/her former job or a job of like status and pay, in comparison to his/her former job.

Employees who have accepted a promotion or a position involving a job content change may, within ninety (90) days of the effective date of the transfer, notify their supervisor in writing that they wish to retreat to their former position. For positions that require 10 weeks or more of formal initial training, the ninety (90) day retreat time frame will begin after completion of formal initial training. Employees will be retreated to their former job or equivalent jobs as the needs of the business permit. However, new time on assignment requirements must be met before an individual voluntarily retreating may be considered for other open positions in the future.

The Company will provide the Union with copies of Job Briefs for its review and will consider the Union's input for future revisions.

A designated representative of the Union may contact the designated Company counterpart to address the appropriateness of qualifications for a posted job vacancy. The Company will respond within two (2) business days as to the appropriateness of the qualifications for the posted job vacancy.

Skills verification will be required in situations where the skill is a factor in the selection of the candidate. Hiring Managers must return completed skills verification forms to the AT&T Staffing Center.

An Oversight and Review Board composed of four (4) AT&T representatives and four (4) representatives of the Union will hold a quarterly conference call, or when necessary, report its results to the Full Committee and will be established to:

- Monitor the ongoing operation of the AT&T Staffing Process
- Analyze its overall results
- Provide a forum to address concerns raised about the staffing of jobs through the AT&T Staffing Process, including skills verification.

The Company and the Union will continue, through the use of joint teams, to review the appropriate adds for each official job title within the Company. The teams will be made up of representatives of the Labor Relations and Company Staffing organizations, front line managers, a representative from the IBEW Oversight and Review Committee and Union-represented employees that are currently performing the job being reviewed.

As the Administrative Guidelines are updated, the Company will provide copies to the Union.

The Company will supply to one designated IBEW member or representative the ability for “view only” access to the AT&T Staffing system at a location of the Union’s choice. The Company will assume the training costs of the Union Representative and the cost of the time reasonably spent by the Union Representative jointly investigating grievances associated with the Staffing Plan with the Company Representatives.

The following guidelines apply to Panel Interviews:

- Panel interviews will be restricted to a pass or fail criterion
- All people participating as panel interviewers will be trained on the interview process
- All interviews will be performed by a panel, not one individual
- The interview will be consistently applied to all applicants for a position
- The interview process will be used to assess skills or aptitudes as they relate to the position
- The interview process will not be utilized to duplicate other tests

The Company will provide written and verbal notification of Force Freezes to the Union.

This Memorandum does not change any of the contractual provisions for placement of surplus as defined in Article 30.29 of the collective bargaining agreement referenced above.

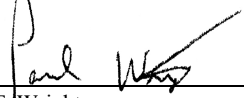
This Memorandum of Agreement in no way changes the Union’s existing grievance and arbitration rights under the collective bargaining agreement.



This Memorandum of Agreement shall remain in effect through the term of the 2013 Collective Bargaining Agreement.


**AGREED:**

**FOR THE UNION:**

  
\_\_\_\_\_  
Paul T. Wright  
Chairman, System Council T-3  
International Brotherhood of Electrical Workers

June 23, 2013  
\_\_\_\_\_  
Date

**FOR THE COMPANY:**

  
\_\_\_\_\_  
Randall S. White  
Vice-President - Labor Relations

June 23, 2013  
\_\_\_\_\_  
Date

**SBC MIDWEST STAFFING PROCESS**

**ATTENDANCE/TARDINESS GUIDELINES**

Incidental Absence: No more than 4 occurrences or  
4 days in a 12 month period

Disability Absence: 2 occurrences in 2 years or  
3 occurrences in 5 years or  
if disabilities equal 10% of the scheduled work days in the last 5 years the  
employee will be considered unacceptable

Tardiness: Cannot exceed 6 tardies of 5 minutes or more in most recent 12 months

**MEMORANDUM OF AGREEMENT  
BETWEEN  
AT&T MIDWEST and AT&T NATIONAL  
(the Company)  
AND  
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS  
SYSTEM COUNCIL T-3  
(the Union)**

**GRADUAL RETURN TO WORK**

This Memorandum of Agreement (“Memorandum”) covers understandings reached between the Company and the Union (collectively “Parties”) relative to issues related to dependent care.

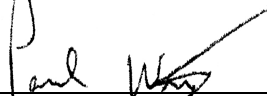
This will confirm that the Company has an established gradual return to work policy. Under this plan, employees returning from an approved Family Care Leave (includes care of newborn child/adopted child or dependent care) will have the option to transition back to work on a part time basis for a maximum of three (3) months.

- All regular full time employees are eligible.
- Employees must be scheduled to work a minimum of twenty-five (25) hours per week.
- The hours and days to be worked will be negotiated between the supervisor and the employee on a first come first served basis and are subject to departmental approval.
- The gradual return period, when added to the total leave, cannot exceed fifteen (15) months.
- At the expiration of the agreed upon gradual return to work period, the employee will be returned to full time status.

This Memorandum of Agreement shall remain in effect through the term of the 2013 Collective Bargaining Agreement.


**AGREED:**

**FOR THE UNION:**

  
\_\_\_\_\_  
Paul F. Wright  
Chairman, System Council T-3  
International Brotherhood of Electrical Workers

June 23, 2013  
Date

**FOR THE COMPANY:**

  
\_\_\_\_\_  
Randall S. White  
Vice-President - Labor Relations

June 23, 2013  
Date

**MEMORANDUM OF AGREEMENT  
BETWEEN  
AT&T MIDWEST  
AND  
SBC GLOBAL SERVICES, INC.  
(the “Company”)  
AND  
INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS  
SYSTEM COUNCIL T-3  
AND  
LOCALS 21, 58, 134 AND 494  
(the “Union”)  
REGARDING  
SBC GLOBAL SERVICES APPENDICES TO CORE**

This Memorandum of Agreement (“Memorandum”) is made and entered into by and between SBC Global Services, Inc. (hereinafter referred to in this Memorandum as the “Company”) and the International Brotherhood of Electrical Workers System Council T-3 (hereinafter referred to in this Memorandum as the “Union”) for the purpose of defining certain terms and conditions that apply to employees covered by labor agreements between the Company and IBEW Local 21 (the “Local 21 Agreement”), IBEW Local 58 (the “Local 58 Agreement”), IBEW Local 134 (the “Local 134 Agreement”), and IBEW Local 494 (the “Local 494 Agreement”) (collectively referred to herein as the “Global Services Agreements”) attached for convenience purposes as appendices to the core Collective Bargaining Agreement between AT&T Midwest, AT&T National and IBEW System Council T-3 (the “Core Agreement”). Following are agreements of the Parties with regard to the Global Services Agreements.

**Section 1 – Core Agreement Appendices**

**1.01** The Parties hereby agree to attach the Global Services Agreements (as amended by agreement of the Parties as of the date of this Memorandum) as the following appendices to the Core Agreement (collectively referred to herein as the “Global Services Appendices”):

- Appendix D – The Local 21 Agreement
- Appendix E – The Local 58 Agreement
- Appendix F – The Local 134 Agreement
- Appendix G – The Local 494 Agreement

**1.02** By incorporating the Global Services Agreements into the Core Agreement for convenience, the Parties do not intend to change the wages, hours or terms and conditions of employment applicable to the employees covered by either the Core Agreement or the Global Services Agreements, except as specifically provided in this Memorandum. Accordingly, nothing in the Core Agreement or the Global Services Agreements should be construed to alter

the wages, hours or terms and conditions of employment as a result of the inclusion of the Global Services Agreements as appendices to the Core Agreement.

**1.03** The language in this Memorandum of Agreement will supersede all contrary language in the Global Services Agreements, which will be replaced in their entirety by the Global Services Appendices.

## **Section 2 – Wages**

**2.01** The basic weekly wage rates for employees covered by the respective Global Services Appendices, will be increased at the maximum rate, exponentialized with no change in the start rate from the current rates in effect for each title in each corresponding Global Services Agreement as set forth below:

- a) 2.25% effective October 27, 2013;
- b) 2.5% effective October 26, 2014;
- c) 2.75% effective October 25, 2015; and
- d) 3% effective October 30, 2016.

**2.02** Each employee covered by the Global Services Appendices who is on the payroll as of the date of ratification will receive a single \$1,000 lump sum contract ratification bonus. These ratification bonuses are contingent on the Agreement being ratified by May 7, 2013.

## **Section 3 – Benefits**

**3.01** An employee under one of the Global Services Appendices is eligible for benefits in accordance with the terms, including all related memoranda, letter agreements or other agreements listed on Attachment 1 hereto, of Article 16 of the Core Agreement, with the exceptions set forth in 3.02 below. All employees covered by the Global Services Appendices shall be classified as “Current Employees”, “2009 New Hires” or “2013 New Hires” based upon the definition of such terms contained in Article 16 of the Core Agreement.

**3.02** Section 3.01 notwithstanding, employees covered by Appendix G shall not qualify for post employment health and welfare or pension benefits in accordance with subsections 1.(D) and 2.(A) and (B) of Article 16 of the Core Agreement, but shall remain eligible for pension benefits in accordance with Article 9 of Appendix G, to which only SBC Global Services, Inc. and IBEW Local 494 remain parties. However, like 2009 New Hires and 2013 New Hires (as those terms are defined in Article 16 of the Core Agreement) covered by Appendices D, E and F, 2009 New Hires and 2013 New Hires (as those terms are defined in Article 16 of the Core Agreement) covered by Appendix G will not be eligible for the AT&T Savings and Security Plan, but will instead be eligible for the AT&T Retirement Savings Plan. Current Employees (as that term is defined in Article 16 of the Core Agreement) covered by the Global Services Appendices will continue to be eligible for the AT&T Savings and Security Plan.

**3.03** Employees covered under Global Services Appendix D who are currently participating in the Scarborough Savings Plan Pursuant to Article 19 Sections 1 and 2 of the Local 21 Agreement, and only those employees, may continue to participate in that Plan in accordance with the terms of Article 19 Sections 1 and 2 of Appendix D.

#### **Section 4 – Success Sharing Plan**

**4.01** The Parties agree that the Memorandum of Agreement – Success Sharing Plan contained as an appendix to the Core Agreement will also be applicable to employees covered by the Global Services Appendices.

#### **Section 5 – Miscellaneous**

**5.01** If during the life of this Agreement the Company sells any part of its business and such sale directly and currently causes a layoff of regular full-time employees, then such employees to be laid off as a result of such a transaction will have priority consideration over new hires for open technician positions in the Core Agreement for which they are qualified during the period between when they are notified of their layoff status and thirty (30) calendar days after the date they are laid off.

**5.02** Employees covered by the Global Services Agreements will have the opportunity to be considered for available positions under the Core Agreement during the term of this Memorandum as provided in this paragraph. Subject to all applicable qualifications and selection criteria under the AT&T Midwest Staffing Process, at least one (1) and a maximum of three percent (3%) of employees in each Global Services Agreement each year, as equally distributed as possible across every quarter, will be allowed to accept a position under the Core Agreement, based on the staffing levels effective January 1, 2014, January 1, 2015, January 1, 2016 and January 1, 2017.

**5.03** The Parties hereby agree that the Company will, upon request from the Union, discuss the opportunity for employees covered by a Global Services Appendix who are designated for layoff to be considered for available job openings for job titles covered by the Core Agreement, provided that they are qualified.

#### **Section 6 – Movement Into Appendix C to the Core Agreement**

**6.01** The Company, at its discretion, may offer employees identified for layoff under the Global Services Appendices jobs in Appendix C job titles.

**6.02** The terms and conditions of Appendix C will apply to the Global Services Appendices layoff employees who accept a position within Appendix C. Regarding wages, if the employee's current weekly rate of pay is above the maximum weekly wage rate for the new Appendix C title, there will be no change in the employee's rate of pay until the weekly rate of pay in the new job title exceeds the employee's weekly rate of pay. If, however, the employee's current weekly pay is at or below the maximum weekly wage rate for the new Appendix C title, the employee

will be placed on the lowest step of the new wage schedule that will not result in a wage reduction.

**6.03** When employees identified for layoff from the Global Services Appendices are placed into positions in Appendix C, the following provisions of the respective Global Services Agreements, as reflected in the Global Services Appendices, shall apply to such employees in lieu of otherwise applicable provisions of Appendix C while they remain in the position in which they are placed:

- a) Shift Differential pursuant to:
  - 1) Article 11, Section 1 of the Local 21 Agreement;
  - 2) Article 2, Section 2.4 of the Local 58 Agreement;
  - 3) Article 10, Section 1 of the Local 134 Agreement;
  - 4) Article 5, Section 5.04 of the Local 494 Agreement;
  
- b) Overtime pursuant to:
  - 1) Article 11 of the Local 21 Agreement;
  - 2) Article 2 of the Local 58 Agreement;
  - 3) Article 10 of the Local 134 Agreement;
  - 4) Article 5 of the Local 494 Agreement;
  
- c) Recognized Holidays pursuant to:
  - 1) Article 18 Section 1 - 3 of the Local 21 Agreement;
  - 2) Article 4, Sections 4.1-3 of the Local 58 Agreement;
  - 3) Article 15, Sections 1 and 2 of the Local 134 Agreement;
  - 4) Article 10, Section 10.01 of the Local 494 Agreement;
  
- d) Vacations pursuant to:
  - 1) Article 16, Sections 1-5 of the Local 21 Agreement;
  - 2) Article 5, Sections 5.1-5 of the Local 58 Agreement;
  - 3) Article 16, Sections 1-7 of the Local 134 Agreement;
  - 4) Article 10, Sections 10.02-06 and 10.11 of the Local 494 Agreement;
  
- e) Excused work days pursuant to:
  - 1) Article 17, Sections 1-4 of the Local 21 Agreement;
  - 2) Article 5, Sections 5.6-9 of the Local 58 Agreement;
  - 3) Article 17, Sections 1-2 of the Local 134 Agreement;
  - 4) Article 10, Sections 10.07-10 of the Local 494 Agreement.

**Section 7 – Payment in Lieu of Vacation**

The Parties agree that, effective January 1, 2014, employees who resign (other than under any applicable employment security/force adjustment provisions) or are terminated for cause shall be paid out only the unused portion of their annual vacation allotment based on when they left the payroll. The chart below shall be used to determine the vacation allotment for employees who have completed at least six (6) months of service and who leave the payroll during the calendar months provided:

Month Employee  Leaves Company or (Credited Months)	Annual Eligible Vacation Hours (See eligibility in applicable Global Services Appendix for number of eligible weeks)			
	5 Days or 1 Week (40 Hours)	10 Days or 2 Weeks (80 Hours)	15 Days or 3 Weeks (120 Hours)	20 Days or 4 Weeks (160 Hours)
	Number of "Earned" Current Year Vacation Hours			
Jan. (1)	3	7	10	13
Feb. (2)	7	13	20	27
Mar. (3)	10	20	30	40
Apr. (4)	13	27	40	53
May (5)	17	33	50	67
Jun. (6)	20	40	60	80
Jul. (7)	23	47	70	93
Aug. (8)	27	53	80	107
Sep. (9)	30	60	90	120
Oct. (10)	33	67	100	133
Nov. (11)	37	73	110	147
Dec. (12)	40	80	120	160

However, the Parties also agree that except for those employees addressed specifically in the preceding paragraph, all other employees will be paid out vacation at the time of separation as if they had accrued vacation for the entire year of separation, provided they are not on a leave of absence for at least one day during the year of their separation.

**Section 8 – Conclusion**

**8.01** This Memorandum shall be effective only if ratified by all bargaining units covered by all of the Global Services Agreements.

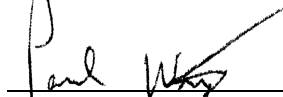
**8.02** The Union agrees that it will not seek to alter any existing bargaining units in any AT&T company on the basis of this Memorandum. Further, the Union will not, on the basis of this Memorandum or on the basis of any change in operations or practices as a result of this Memorandum, in any pleading, petition, complaint or proceeding before the National Labor Relations Board, an arbitrator or panel of arbitrators, or any court, assert, claim, charge or allege that any companies are a single or joint employer or enterprise, alter egos, accretions or successors of one another, or that any bargaining units of said entities represented by or sought to be represented by the Union or any of its locals are a single bargaining unit, or are or should be otherwise altered in their scope or composition. This commitment on the part of the Union will survive the expiration of this Memorandum, unless and until such time as this commitment is terminated by the mutual written agreement of the Parties.



**8.03** This Memorandum shall be effective upon ratification and shall continue until 11:59 p.m. on June 24, 2017.

**AGREED:**

**FOR THE UNION:**



Paul T. Wright  
Chairman, System Council T-3  
International Brotherhood of Electrical Workers

June 23, 2013

Date

**FOR THE COMPANY:**



Randall S. White  
Vice-President - Labor Relations

June 23, 2013

Date

As set forth in Section 3.01, the benefit provisions applicable to the Employees covered under the Global Services Appendices shall be the following:

- Article 16 of the Core Agreement
- A16 Memorandum of Agreement Benefits Rules for Movement
- Letter dated June 23, 2013 to William Henne, RE: Rehired Retirees

**MEMORANDUM OF AGREEMENT  
BETWEEN  
AT&T MIDWEST and AT&T NATIONAL  
(the Company)  
AND  
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS  
SYSTEM COUNCIL T-3  
(the Union)**

**BENEFITS RULES FOR MOVEMENT**

This Memorandum of Agreement covers the understanding reached between the Company and the Union (collectively “Parties”) concerning benefits treatment for Employees who move during the term of the 2013 Collective Bargaining Agreement between the Parties (“2013 CBA”). The Parties agree that such treatment shall be that provided for in this Memorandum of Agreement. Definitions contained in the 2013 CBA shall also apply in this Memorandum.

**Section 1 - General Provisions**

Any individual who moves after June 22, 2013 from a job title not covered by the 2013 CBA to a job title covered by the 2013 CBA where the circumstances of the move are not specifically accounted for in one of the following paragraphs will be treated as a 2013 New Hire under Article 16 of the 2013 CBA (“Article 16”). In addition, any Employee who moves from a job title not covered by Appendix C to the 2013 CBA (“Appendix C”) to an Appendix C job title, where the circumstances of the move are not specifically accounted for in one of the following paragraphs, will be treated as a 2013 New Hire under Article 16. Notwithstanding, Employees in job titles covered by Appendix G who move to any other job title under the 2013 CBA will be treated like a 2013 New Hire as of the date of such transfer.

**Section 2 - Treatment of Surplus Appendix C Employees**

i. *Definitions*

- *Surplus Appendix C Employee (Current Employee)*: A “Surplus Appendix C Employee (Current Employee)” means an individual who was a Current Employee under Article 16 including Current Employees in job titles covered by Appendices D, E, and F and who was transferred or transfers during the term of this Agreement to an Appendix C job title pursuant to the Force Adjustment Surplus Process from another job title under the 2009 Collective Bargaining Agreement between the Parties (“2009 CBA”) or the 2013 CBA.
- *Surplus Appendix C Employee (2009 New Hire)*: A “Surplus Appendix C Employee (2009 New Hire)” means an individual who was a 2009 New

Hire under Article 16 including 2009 New Hires in job titles covered by Appendices D, E, and F and who was transferred or transfers during the term of this Agreement to an Appendix C job title pursuant to the Force Adjustment Surplus Process from another job title under the 2009 CBA or the 2013 CBA.

ii. *Applicable Benefit Plans:*

- A Surplus Appendix C Employee (Current Employee) will be eligible to participate in the same plans, policies and provisions on the same terms and conditions as will be provided to Current Employees under Article 16.
- A Surplus Appendix C Employee (2009 New Hire Employee) will be eligible to participate in the same plans, policies and provisions on the same terms and conditions as will be provided to 2009 New Hires under Article 16.

iii. *Subsequent Movement:*

- If the Surplus Appendix C Employee (Current Employee) subsequently moves during the term of this Agreement to a non-Appendix C job title under the 2013 CBA, the benefits available to the Surplus Appendix C Employee (Current Employee) will continue to be the benefits provided to Current Employees under Article 16.
- If the Surplus Appendix C Employee (2009 New Hire) subsequently moves during the term of this Agreement to a non-Appendix C job title under the 2013 CBA, the benefits available to the Surplus Appendix C Employee (2009 New Hire) will continue to be the benefits provided to 2009 New Hires under Article 16.

### **Section 3 - Treatment of Transferred Appendix C Employees**

i. *Definitions*

- *Transferred Appendix C Employee (Current Employee):* A “Transferred Appendix C Employee (Current Employee)” means a Current Employee under Article 16 working in an Appendix C job title and who transfers during the term of this Agreement to a non-Appendix C job title under the 2013 Collective Bargaining Agreement.

ii. *Applicable Benefit Plans:*

- A Transferred Appendix C Employee (Current Employee) will be eligible to participate in the same plans, policies and provisions on the same terms and conditions as will be provided to 2009 New Hires under Article 16.

iii. *Subsequent Movement:*

- If a Transferred Appendix C Employee (Current Employee) subsequently moves during the term of this Agreement to a non-Appendix C job title under the 2013 Collective Bargaining Agreement, the benefits available to the Transferred Appendix C Employee (Current Employee) will continue to be the benefits provided to 2009 New Hires under Article 16.

**Section 4 - Treatment of Transferred Sales Consultants (Current Employee)**

i. *Definitions*

- *Transferred Sales Consultant (Current Employee):* A “Transferred Sales Consultant (Current Employee)” means a Current Employee under Article 16 (excluding an employee in Appendix C) who transfers during the term of this Agreement to the Sales Consultant job title under the 2013 Collective Bargaining Agreement.

ii. *Applicable Benefit Plans:*

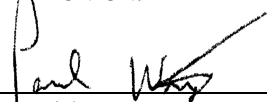
- A Transferred Sales Consultant (Current Employee) will be eligible to participate in the same plans, policies and provisions on the same terms and conditions as will be provided to a Current Employee under Article 16, except that their pension calculation will use the pension band applicable to employees not in a Sales Consultant position but who are performing like functions.

iii. *Subsequent Movement:*

- If a Transferred Sales Consultant (Current Employee) subsequently moves during the term of this Agreement to a non-Sales Consultant job title under the 2013 Collective Bargaining Agreement, the benefits available to the Transferred Sales Consultant (Current Employee) will be the benefits provided to Current Employees under Article 16.


**AGREED:**

**FOR THE UNION:**

  
\_\_\_\_\_  
Paul T. Wright  
Chairman, System Council T-3  
International Brotherhood of Electrical Workers

June 23, 2013  
\_\_\_\_\_  
Date

**FOR THE COMPANY:**

  
\_\_\_\_\_  
Randall S. White  
Vice-President - Labor Relations

June 23, 2013  
\_\_\_\_\_  
Date

**MEMORANDUM OF AGREEMENT  
BETWEEN  
AT&T MIDWEST and AT&T NATIONAL  
(the Company)  
AND  
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS  
SYSTEM COUNCIL T-3  
(the Union)**

**INCENTIVE AND RECOGNITION PLANS**

This Memorandum of Agreement (“Memorandum”) confirms the understandings reached between the Company and the Union (“Parties”) regarding incentive and recognition plans.

The Parties recognize the competitive nature of the business and the desire to encourage and reward employees for their contributions. The Parties therefore agree that the Company may implement incentive and recognition plans associated with established goals which include but are not limited to sales, service, productivity, customer experiences and/or other business considerations.

Plans may be designed and implemented for employees or groups of employees based on individual or team results. Participation in these plans is voluntary. The Company and the Union will meet, prior to implementing a plan, to provide the Union with an opportunity to have input concerning the terms of the plan. The Company reserves the right to amend, modify, or discontinue any incentive plan with advance notification to the Union.

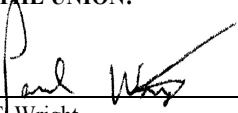
The payments may be paid monthly, quarterly, semi-annually, annually or on an ad hoc basis. Awards may be cash or other forms of payments pursuant to Company sponsored programs, for example, Ipoints or debit cards. Such payments will be subject to all applicable taxes and withholdings.

The Union may only challenge general disputes that arise over the Company’s enforcement of the terms of an incentive plan, and then only through the grievance and arbitration process. A general dispute is one that involves a plan enforcement issue that commonly affects all employees (as opposed to individual employees) who participate in the same incentive plan. Grievances for such disputes shall begin at Step 3 of the grievance procedure, and should be sent to the Director of Labor Relations or designee. If the issue is not resolved with Labor Relations, the grievance may be appealed to arbitration. Disputes may not be brought over differences that may exist in the treatment of employees who participate in different incentive plans. Individual employee disputes regarding an incentive plan payment or plan application to an individual employee may be brought to the employee’s supervisor for resolution.

This Memorandum of Agreement will remain in effect through the term of the 2013 Collective Bargaining Agreement between the Parties.

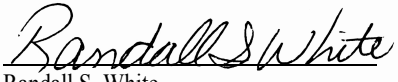
**AGREED:**

**FOR THE UNION:**

  
\_\_\_\_\_  
Paul T. Wright  
Chairman, System Council T-3  
International Brotherhood of Electrical Workers

June 23, 2013  
Date

**FOR THE COMPANY:**

  
\_\_\_\_\_  
Randall S. White  
Vice-President - Labor Relations

June 23, 2013  
Date

**MEMORANDUM OF AGREEMENT  
BETWEEN  
AT&T MIDWEST and AT&T NATIONAL  
(the Company)  
AND  
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS  
SYSTEM COUNCIL T-3  
(the Union)**

**PAYMENT IN LIEU OF VACATION**

This Memorandum of Agreement (“Memorandum”) confirms the understanding reached between the Company and the Union (collectively “Parties”) during 2013 collective bargaining regarding payment in lieu of vacation. The Parties agree that, effective January 1, 2014, employees who resign (other than under applicable employment security/force adjustment provisions) or are terminated for cause shall be paid out only the unused portion of their annual vacation allotment based on when they left the payroll. The chart below shall be used to determine the vacation allotment for employees who have completed at least six (6) months of service and who leave the payroll during the calendar months provided:

Month Employee Leaves Company or (Credited Months)	Annual Eligible Vacation Hours (For eligibility refer to Article 25 or Appendix C Section 4)				
	5 Days or 1 Week (40 Hours)	10 Days or 2 Weeks (80 Hours)	15 Days or 3 Weeks (120 Hours)	20 Days or 4 Weeks (160 Hours)	25 Days or 5 Weeks (200 Hours)
	Number of "Earned" Current Year Vacation Hours				
Jan. (1)	3	7	10	13	17
Feb. (2)	7	13	20	27	33
Mar. (3)	10	20	30	40	50
Apr. (4)	13	27	40	53	67
May (5)	17	33	50	67	83
Jun. (6)	20	40	60	80	100
Jul. (7)	23	47	70	93	117
Aug. (8)	27	53	80	107	133
Sep. (9)	30	60	90	120	150
Oct. (10)	33	67	100	133	167
Nov. (11)	37	73	110	147	183
Dec. (12)	40	80	120	160	200

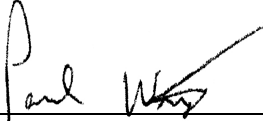
However, the Parties also agree that except for those employees addressed specifically in the preceding paragraph, all other employees will be paid out vacation at the time of separation as if they had accrued vacation for the entire year of separation, provided they are not on a leave of absence for at least one day during the year of their separation.



This Memorandum applies to all employees covered by the CBA, including Appendix C. It will remain in effect through the life of the 2013 Collective Bargaining Agreement.

**AGREED:**

**FOR THE UNION:**



Paul T. Wright  
Chairman, System Council T-3  
International Brotherhood of Electrical Workers

June 23, 2013  
Date

**FOR THE COMPANY:**



Randall S. White  
Vice-President - Labor Relations

June 23, 2013  
Date



# APPENDIX B

## LOCATIONS

ADDISON	EAST DUNDEE	LOMBARD	ROSELLE
ALGONQUIN	EAST MOLINE	LOVES PARK	ROSEWOOD HEIGHTS
ALSIP	EAST PEORIA	LYONS	ROUND LAKE
ALTON	EDWARDSVILLE	MARYVILLE	SALEM
ANTIOCH	ELGIN	MC HENRY	SCHAUMBURG
ARLINGTON HEIGHTS	ELK GROVE	MILAN	SCHILLER PARK
AURORA	ELMHURST	MINOOKA	SKOKIE
BARRINGTON	EVANSTON	MOKENA	SPRINGFIELD
BARTLETT	FLOSSMOOR	MOLINE	ST CHARLES
BARTONVILLE	FORD HEIGHTS	MONTGOMERY	STERLING
BEARDSTOWN	FOX LAKE	MORRIS	SUGAR GROVE
BEECHER	FRANKFORT	MORTON GROVE	SUMMIT
BELLWOOD	FRANKLIN PARK	MT. PROSPECT	TINLEY PARK
BENSENVILLE	GALENA	MT. VERNON	TRENTON
BERWYN	GENEVA	MUNDELEIN	UNIVERSITY PARK
BETHALTO	GLEN ELLYN	NAPERVILLE	URBANA
BLUE ISLAND	GLENVIEW	NEW LENOX	VANDALIA
BOURBONNAIS	GLENWOOD	NILES	VILLA PARK
BRADLEY	GODFREY	NORTH CHICAGO	WARRENVILLE
BREESE	GRAYSLAKE	NORTHBROOK	WATSEKA
BRIDGEVIEW	GREENROCK	NORTHFIELD	WAUCONDA
BUFFALO GROVE	GREENVILLE	NORTHLAKE	WAUKEGAN
CAIRO	GURNEE	OAK BROOK	WEST CHICAGO
CALUMET CITY	HAMPSHIRE	OAK LAWN	WESTCHESTER
CANTON	HARVEY	ORLAND HILLS	WESTMONT
CARLYLE	HARVARD	ORLAND PARK	WHEATON
CARY	HICKORY HILLS	OSWEGO	WHEELING
CENTRALIA	HIGHLAND PARK	OTTAWA	WILMETTE
CHAMPAIGN	HILLSIDE	PALATINE	WINNETKA
CHICAGO	HINSDALE	PALOS PARK	WOOD RIVER
CHICAGO HEIGHTS	HOFFMAN ESTATES	PALOS HILLS	WOODSTOCK
CHICAGO RIDGE GARAGE	HOMER GLEN	PARK FOREST	ZION
CICERO	HOMEWOOD	PARK RIDGE	
COAL CITY	JOLIET	PEORIA	
COLLINSVILLE	KANKAKEE	PEOTONE	
CRETE	LA GRANGE	PLAINFIELD	CROWN POINT
CRYSTAL LAKE	LANSING	QUINCY	E CHICAGO
DANVILLE	LAKE FOREST	RICHTON PARK	GARY
DECATUR	LAKE VILLA	RIVER FOREST	GRIFFITH
DEERFIELD	LAKE ZURICH	RIVER GROVE	HAMMOND
DES PLAINES	LASALLE	RIVERDALE	HIGHLAND
DOWNERS GROVE	LEMONT	ROCK FALLS	LOWELL
DUNDEE	LIBERTYVILLE	ROCK ISLAND	MERRILLVILLE
EAST ALTON	LINCOLNSHIRE	ROCKFORD	SCHERERVILLE
EAST CHICAGO HEIGHTS	LOCKPORT	ROMEOVILLE	WHITING

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## WAGE SCHEDULES

### PROJECT COORDINATOR

	<u>EFFECTIVE</u> <u>6/23/2013</u>	<u>EFFECTIVE</u> <u>6/22/2014</u>	<u>EFFECTIVE</u> <u>6/28/2015</u>	<u>EFFECTIVE</u> <u>6/26/2016</u>
START 0-6	\$410.50	\$410.50	\$410.50	\$410.50
07 - 12	\$467.00	\$468.50	\$469.50	\$471.00
13 - 18	\$531.50	\$534.50	\$537.00	\$540.50
19 - 24	\$605.00	\$609.50	\$614.50	\$620.00
25 - 30	\$688.50	\$695.50	\$703.00	\$711.50
31 - 36	\$783.50	\$793.50	\$804.00	\$816.00
37 - 42	\$891.50	\$905.00	\$920.00	\$936.50
43 - 48	\$1,014.50	\$1,032.50	\$1,052.00	\$1,074.50
49 - 54	\$1,155.00	\$1,178.00	\$1,203.50	\$1,232.50
55 - 60	\$1,314.00	\$1,344.00	\$1,377.00	\$1,414.00
MAX 61+	\$1,495.50	\$1,533.00	\$1,575.00	\$1,622.50

PENSION BAND: 226

### ACCOUNT SERVICE ADMINISTRATOR

	<u>EFFECTIVE</u> <u>6/23/2013</u>	<u>EFFECTIVE</u> <u>6/22/2014</u>	<u>EFFECTIVE</u> <u>6/28/2015</u>	<u>EFFECTIVE</u> <u>6/26/2016</u>
START 0-6	\$403.50	\$403.50	\$403.50	\$403.50
07 - 12	\$459.00	\$460.00	\$461.50	\$463.00
13 - 18	\$522.50	\$525.00	\$528.00	\$531.00
19 - 24	\$594.50	\$598.50	\$603.50	\$609.00
25 - 30	\$676.00	\$683.00	\$690.50	\$698.50
31 - 36	\$769.00	\$779.00	\$789.50	\$801.00
37 - 42	\$875.00	\$888.00	\$903.00	\$919.00
43 - 48	\$996.00	\$1,013.00	\$1,032.50	\$1,054.00
49 - 54	\$1,133.00	\$1,155.50	\$1,181.00	\$1,209.00
55 - 60	\$1,289.00	\$1,318.00	\$1,350.50	\$1,387.00
MAX 61+	\$1,466.50	\$1,503.00	\$1,544.50	\$1,591.00

PENSION BAND: 225

**WAGE SCHEDULES**

**PUBLIC COMMUNICATIONS CONSULTANT**

	<b><u>EFFECTIVE</u></b> <b><u>6/23/2013</u></b>	<b><u>EFFECTIVE</u></b> <b><u>6/22/2014</u></b>	<b><u>EFFECTIVE</u></b> <b><u>6/28/2015</u></b>	<b><u>EFFECTIVE</u></b> <b><u>6/26/2016</u></b>
START 0-6	\$369.00	\$369.00	\$369.00	\$369.00
07 - 12	\$422.00	\$423.00	\$424.00	\$425.50
13 - 18	\$482.50	\$485.00	\$487.50	\$490.50
19 - 24	\$552.00	\$556.00	\$560.50	\$565.50
25 - 30	\$631.00	\$637.50	\$644.50	\$652.00
31 - 36	\$721.50	\$730.50	\$740.50	\$751.50
37 - 42	\$825.50	\$837.50	\$851.50	\$866.50
43 - 48	\$944.00	\$960.50	\$979.00	\$999.50
49 - 54	\$1,079.50	\$1,101.00	\$1,125.50	\$1,152.00
55 - 60	\$1,234.50	\$1,262.00	\$1,293.50	\$1,328.50
MAX 61+	\$1,411.50	\$1,447.00	\$1,487.00	\$1,531.50

PENSION BAND: 224

**TELECOMMUNICATIONS SPECIALIST**

**CUSTOMER SYSTEMS TECHNICIAN**

**CABLE SPLICING TECHNICIAN**

**OUTSIDE PLANT TECHNICIAN**

**TRUNK AND TOLL ASSIGNER**

	<b><u>EFFECTIVE</u></b> <b><u>6/23/2013</u></b>	<b><u>EFFECTIVE</u></b> <b><u>6/22/2014</u></b>	<b><u>EFFECTIVE</u></b> <b><u>6/28/2015</u></b>	<b><u>EFFECTIVE</u></b> <b><u>6/26/2016</u></b>
START 0-6	\$338.50	\$338.50	\$338.50	\$338.50
07 - 12	\$390.00	\$391.00	\$392.00	\$393.50
13 - 18	\$450.00	\$452.00	\$454.50	\$457.00
19 - 24	\$518.50	\$522.50	\$526.50	\$531.50
25 - 30	\$597.50	\$603.50	\$610.00	\$617.50
31 - 36	\$689.00	\$697.50	\$707.00	\$717.50
37 - 42	\$794.00	\$806.00	\$819.00	\$834.00
43 - 48*	\$915.50	\$931.50	\$949.00	\$969.00
49 - 54	\$1,055.00	\$1,076.00	\$1,100.00	\$1,126.00
55 - 60	\$1,216.50	\$1,243.50	\$1,274.50	\$1,309.00
MAX 61+	\$1,402.00	\$1,437.00	\$1,476.50	\$1,521.00

PENSION BAND: 223

\*APPRENTICE MAX



**WAGE SCHEDULES**

**CUSTOMER SYSTEMS TECHNICIAN-PAY PHONE**

**POWER TECHNICIAN**

**SENIOR PLANT ASSIGNER**

**AUTOMOTIVE EQUIPMENT TECHNICIAN**

**SENIOR DRAFTER**

**COMPUTER SYSTEMS TECHNICIAN**

**BUILDING EQUIPMENT MECHANIC**

	<b><u>EFFECTIVE</u></b> <b><u>6/23/2013</u></b>	<b><u>EFFECTIVE</u></b> <b><u>6/22/2014</u></b>	<b><u>EFFECTIVE</u></b> <b><u>6/28/2015</u></b>	<b><u>EFFECTIVE</u></b> <b><u>6/26/2016</u></b>
START 0-6	\$338.50	\$338.50	\$338.50	\$338.50
07 - 12	\$390.00	\$391.00	\$392.00	\$393.50
13 - 18	\$450.00	\$452.00	\$454.50	\$457.00
19 - 24	\$518.50	\$522.50	\$526.50	\$531.50
25 - 30	\$597.50	\$603.50	\$610.00	\$617.50
31 - 36	\$689.00	\$697.50	\$707.00	\$717.50
37 - 42	\$794.00	\$806.00	\$819.00	\$834.00
43 - 48	\$915.50	\$931.50	\$949.00	\$969.00
49 - 54	\$1,055.00	\$1,076.00	\$1,100.00	\$1,126.00
55 - 60	\$1,216.50	\$1,243.50	\$1,274.50	\$1,309.00
MAX 61+	\$1,402.00	\$1,437.00	\$1,476.50	\$1,521.00
PENSION BAND: 223				

**TRUCK DISPATCHER**

	<b><u>EFFECTIVE</u></b> <b><u>6/23/2013</u></b>	<b><u>EFFECTIVE</u></b> <b><u>6/22/2014</u></b>	<b><u>EFFECTIVE</u></b> <b><u>6/28/2015</u></b>	<b><u>EFFECTIVE</u></b> <b><u>6/26/2016</u></b>
START 0-6	\$293.00	\$293.00	\$293.00	\$293.00
07 - 12	\$342.50	\$343.50	\$344.50	\$345.50
13 - 18	\$400.50	\$402.50	\$404.50	\$407.00
19 - 24	\$468.00	\$471.50	\$475.50	\$479.50
25 - 30	\$547.00	\$552.50	\$558.50	\$565.00
31 - 36	\$639.50	\$647.50	\$656.00	\$666.00
37 - 42	\$747.50	\$758.50	\$771.00	\$785.00
43 - 48	\$873.50	\$889.00	\$906.00	\$925.00
49 - 54	\$1,021.00	\$1,041.50	\$1,064.50	\$1,090.00
55 - 60	\$1,193.50	\$1,220.50	\$1,250.50	\$1,284.50
MAX 61+	\$1,395.00	\$1,430.00	\$1,469.50	\$1,513.50
PENSION BAND: 223				

**WAGE SCHEDULES**

**HEAVY VEHICLE DRIVER**

	<b><u>EFFECTIVE</u></b> <b><u>6/23/2013</u></b>	<b><u>EFFECTIVE</u></b> <b><u>6/22/2014</u></b>	<b><u>EFFECTIVE</u></b> <b><u>6/28/2015</u></b>	<b><u>EFFECTIVE</u></b> <b><u>6/26/2016</u></b>
START 0-6	\$293.00	\$293.00	\$293.00	\$293.00
07 - 12	\$341.50	\$342.50	\$343.50	\$344.50
13 - 18	\$398.50	\$400.50	\$402.50	\$405.00
19 - 24	\$464.50	\$468.00	\$472.00	\$476.00
25 - 30	\$541.50	\$547.00	\$553.00	\$559.50
31 - 36	\$631.50	\$639.50	\$648.00	\$657.50
37 - 42	\$736.50	\$747.50	\$759.50	\$773.00
43 - 48	\$858.50	\$873.50	\$890.50	\$909.00
49 - 54	\$1,001.00	\$1,021.00	\$1,043.50	\$1,068.50
55 - 60	\$1,167.00	\$1,193.50	\$1,223.00	\$1,256.00
MAX 61+	\$1,361.00	\$1,395.00	\$1,433.50	\$1,476.50

PENSION BAND: 222

**PLANT ASSIGNER**

**SHUTTLE DRIVER**

	<b><u>EFFECTIVE</u></b> <b><u>6/23/2013</u></b>	<b><u>EFFECTIVE</u></b> <b><u>6/22/2014</u></b>	<b><u>EFFECTIVE</u></b> <b><u>6/28/2015</u></b>	<b><u>EFFECTIVE</u></b> <b><u>6/26/2016</u></b>
START 0-6	\$338.50	\$338.50	\$338.50	\$338.50
07 - 12	\$389.00	\$390.00	\$391.00	\$392.00
13 - 18	\$447.00	\$449.00	\$451.50	\$454.50
19 - 24	\$513.50	\$517.50	\$521.50	\$526.50
25 - 30	\$590.00	\$596.00	\$602.50	\$609.50
31 - 36	\$678.00	\$686.50	\$696.00	\$706.00
37 - 42	\$779.00	\$790.50	\$803.50	\$818.00
43 - 48	\$895.00	\$911.00	\$928.50	\$948.00
49 - 54	\$1,028.50	\$1,049.00	\$1,072.50	\$1,098.00
55 - 60	\$1,182.00	\$1,208.50	\$1,238.50	\$1,272.00
MAX 61+	\$1,358.00	\$1,392.00	\$1,430.50	\$1,473.50

PENSION BAND: 222

**WAGE SCHEDULES**

**SR. TECHNICIAN-NETWORK CONTROL CENTER**

	<b><u>EFFECTIVE</u></b> <b><u>6/23/2013</u></b>	<b><u>EFFECTIVE</u></b> <b><u>6/22/2014</u></b>	<b><u>EFFECTIVE</u></b> <b><u>6/28/2015</u></b>	<b><u>EFFECTIVE</u></b> <b><u>6/26/2016</u></b>
START 0-6	\$304.50	\$304.50	\$304.50	\$304.50
07 - 12	\$353.50	\$354.50	\$355.00	\$356.50
13 - 18	\$410.00	\$412.00	\$414.50	\$417.00
19 - 24	\$476.00	\$479.50	\$483.50	\$488.00
25 - 30	\$552.50	\$558.00	\$564.00	\$571.00
31 - 36	\$641.50	\$649.50	\$658.00	\$668.00
37 - 42	\$744.50	\$755.50	\$768.00	\$781.50
43 - 48	\$864.00	\$879.00	\$896.00	\$914.50
49 - 54	\$1,002.50	\$1,022.50	\$1,045.00	\$1,070.00
55 - 60	\$1,163.50	\$1,190.00	\$1,219.50	\$1,252.00
MAX 61+	\$1,350.50	\$1,384.50	\$1,422.50	\$1,465.00
PENSION BAND: 222				

**DRAFTER**

	<b><u>EFFECTIVE</u></b> <b><u>6/23/2013</u></b>	<b><u>EFFECTIVE</u></b> <b><u>6/22/2014</u></b>	<b><u>EFFECTIVE</u></b> <b><u>6/28/2015</u></b>	<b><u>EFFECTIVE</u></b> <b><u>6/26/2016</u></b>
START 0-6	\$338.50	\$338.50	\$338.50	\$338.50
07 - 12	\$386.50	\$387.50	\$388.50	\$389.50
13 - 18	\$441.50	\$443.50	\$446.00	\$448.50
19 - 24	\$504.00	\$508.00	\$512.00	\$516.50
25 - 30	\$576.00	\$581.50	\$588.00	\$595.00
31 - 36	\$657.50	\$666.00	\$675.00	\$685.00
37 - 42	\$751.00	\$762.00	\$774.50	\$788.50
43 - 48	\$857.50	\$872.50	\$889.50	\$908.00
49 - 54	\$979.50	\$999.00	\$1,021.00	\$1,045.50
55 - 60	\$1,118.50	\$1,144.00	\$1,172.00	\$1,204.00
MAX 61+	\$1,277.50	\$1,309.50	\$1,345.50	\$1,386.00
PENSION BAND: 220				

**WAGE SCHEDULES**

**CUSTOMER ADVOCATE**

	<b><u>EFFECTIVE</u></b> <b><u>6/23/2013</u></b>	<b><u>EFFECTIVE</u></b> <b><u>6/22/2014</u></b>	<b><u>EFFECTIVE</u></b> <b><u>6/28/2015</u></b>	<b><u>EFFECTIVE</u></b> <b><u>6/26/2016</u></b>
START 0-6	\$338.50	\$338.50	\$338.50	\$338.50
07 - 12	\$386.00	\$387.00	\$388.00	\$389.00
13 - 18	\$440.00	\$442.00	\$444.50	\$447.00
19 - 24	\$501.50	\$505.00	\$509.00	\$514.00
25 - 30	\$571.50	\$577.00	\$583.50	\$590.50
31 - 36	\$651.50	\$659.50	\$668.50	\$678.50
37 - 42	\$742.50	\$753.50	\$766.00	\$779.50
43 - 48	\$846.50	\$861.00	\$878.00	\$896.00
49 - 54	\$964.50	\$984.00	\$1,006.00	\$1,030.00
55 - 60	\$1,099.50	\$1,124.50	\$1,152.50	\$1,183.50
MAX 61+	\$1,253.50	\$1,285.00	\$1,320.50	\$1,360.00

PENSION BAND: 219

**MAINTENANCE ADMINISTRATOR**

	<b><u>EFFECTIVE</u></b> <b><u>6/23/2013</u></b>	<b><u>EFFECTIVE</u></b> <b><u>6/22/2014</u></b>	<b><u>EFFECTIVE</u></b> <b><u>6/28/2015</u></b>	<b><u>EFFECTIVE</u></b> <b><u>6/26/2016</u></b>
START 0-6	\$338.50	\$338.50	\$338.50	\$338.50
07 - 12	\$384.50	\$385.50	\$386.50	\$388.00
13 - 18	\$437.00	\$439.50	\$441.50	\$444.50
19 - 24	\$497.00	\$500.50	\$504.50	\$509.00
25 - 30	\$564.50	\$570.00	\$576.50	\$583.50
31 - 36	\$641.50	\$649.50	\$658.50	\$668.50
37 - 42	\$729.00	\$740.00	\$752.00	\$765.50
43 - 48	\$828.50	\$843.00	\$859.50	\$877.50
49 - 54	\$941.50	\$960.50	\$981.50	\$1,005.00
55 - 60	\$1,070.00	\$1,094.00	\$1,121.50	\$1,151.50
MAX 61+	\$1,216.00	\$1,246.50	\$1,281.00	\$1,319.50

PENSION BAND: 218

## WAGE SCHEDULES

### DELIVERY DRIVER

	<u>EFFECTIVE</u> <u>6/23/2013</u>	<u>EFFECTIVE</u> <u>6/22/2014</u>	<u>EFFECTIVE</u> <u>6/28/2015</u>	<u>EFFECTIVE</u> <u>6/26/2016</u>
START 0-6	\$293.00	\$293.00	\$293.00	\$293.00
07 - 12	\$337.50	\$338.50	\$339.50	\$340.50
13 - 18	\$389.50	\$391.50	\$393.50	\$395.50
19 - 24	\$449.00	\$452.00	\$456.00	\$460.00
25 - 30	\$517.50	\$522.50	\$528.00	\$534.50
31 - 36	\$596.50	\$603.50	\$612.00	\$621.00
37 - 42	\$687.50	\$697.50	\$709.00	\$722.00
43 - 48	\$792.50	\$806.00	\$821.50	\$839.00
49 - 54	\$913.50	\$931.50	\$952.00	\$975.00
55 - 60	\$1,052.50	\$1,076.50	\$1,103.00	\$1,133.00
MAX 61+	\$1,213.50	\$1,244.00	\$1,278.00	\$1,316.50
PENSION BAND: 218				

### MARKETING SUPPORT SPECIALIST

	<u>EFFECTIVE</u> <u>6/23/2013</u>	<u>EFFECTIVE</u> <u>6/22/2014</u>	<u>EFFECTIVE</u> <u>6/28/2015</u>	<u>EFFECTIVE</u> <u>6/26/2016</u>
START 0-6	\$338.50	\$338.50	\$338.50	\$338.50
07 - 12	\$386.00	\$387.00	\$388.00	\$389.00
13 - 18	\$439.50	\$442.00	\$444.50	\$447.00
19 - 24	\$501.00	\$505.00	\$509.00	\$513.50
25 - 30	\$571.50	\$577.00	\$583.50	\$590.00
31 - 36	\$651.00	\$659.50	\$668.50	\$678.00
37 - 42	\$742.00	\$753.50	\$765.50	\$779.50
43 - 48	\$846.00	\$860.50	\$877.50	\$895.50
49 - 54	\$964.00	\$983.50	\$1,005.00	\$1,029.00
55 - 60	\$1,099.00	\$1,123.50	\$1,151.50	\$1,182.50
MAX 61+	\$1,252.50	\$1,284.00	\$1,319.50	\$1,359.00
PENSION BAND: 219				

## WAGE SCHEDULES

### COIN OFFICE CLERK

#### COLLECTOR

	<u>EFFECTIVE</u> <u>6/23/2013</u>	<u>EFFECTIVE</u> <u>6/22/2014</u>	<u>EFFECTIVE</u> <u>6/28/2015</u>	<u>EFFECTIVE</u> <u>6/26/2016</u>
START 0-6	\$353.00	\$353.00	\$353.00	\$353.00
07 - 12	\$398.50	\$399.50	\$400.50	\$402.00
13 - 18	\$450.00	\$452.50	\$455.00	\$457.50
19 - 24	\$508.50	\$512.00	\$516.50	\$521.00
25 - 30	\$574.00	\$579.50	\$586.00	\$593.00
31 - 36	\$648.00	\$656.00	\$665.00	\$675.00
37 - 42	\$732.00	\$743.00	\$755.00	\$768.50
43 - 48	\$826.50	\$841.00	\$857.00	\$875.00
49 - 54	\$933.00	\$952.00	\$973.00	\$996.00
55 - 60	\$1,054.00	\$1,077.50	\$1,104.50	\$1,134.00
MAX 61+	\$1,190.00	\$1,220.00	\$1,253.50	\$1,291.00

PENSION BAND: 217

### OFFICE ASSISTANT

	<u>EFFECTIVE</u> <u>6/23/2013</u>	<u>EFFECTIVE</u> <u>6/22/2014</u>	<u>EFFECTIVE</u> <u>6/28/2015</u>	<u>EFFECTIVE</u> <u>6/26/2016</u>
START 0-6	\$353.00	\$353.00	\$353.00	\$353.00
07 - 12	\$398.50	\$399.50	\$400.50	\$401.50
13 - 18	\$449.50	\$452.00	\$454.50	\$457.00
19 - 24	\$507.50	\$511.50	\$515.50	\$520.00
25 - 30	\$573.00	\$578.50	\$585.00	\$592.00
31 - 36	\$646.50	\$654.50	\$663.50	\$673.50
37 - 42	\$730.00	\$740.50	\$753.00	\$766.50
43 - 48	\$824.00	\$838.00	\$854.00	\$872.00
49 - 54	\$930.00	\$948.50	\$969.00	\$992.50
55 - 60	\$1,049.50	\$1,073.00	\$1,099.50	\$1,129.50
MAX 61+	\$1,184.50	\$1,214.00	\$1,247.50	\$1,285.00

PENSION BAND: 217

## WAGE SCHEDULES

### SERVICE REPRESENTATIVE

#### SALES REPRESENTATIVE

	<u>EFFECTIVE</u> <u>6/23/2013</u>	<u>EFFECTIVE</u> <u>6/22/2014</u>	<u>EFFECTIVE</u> <u>6/28/2015</u>	<u>EFFECTIVE</u> <u>6/26/2016</u>
START 0-6	\$336.50	\$336.50	\$336.50	\$336.50
07 - 12	\$382.50	\$383.50	\$384.50	\$385.50
13 - 18	\$434.50	\$437.00	\$439.50	\$442.00
19 - 24	\$494.00	\$498.00	\$502.00	\$506.50
25 - 30	\$561.50	\$567.00	\$573.50	\$580.50
31 - 36	\$638.50	\$646.50	\$655.00	\$665.00
37 - 42	\$725.50	\$736.50	\$748.50	\$762.00
43 - 48	\$824.50	\$839.00	\$855.00	\$873.00
49 - 54	\$937.50	\$956.00	\$977.00	\$1,000.50
55 - 60	\$1,065.50	\$1,089.50	\$1,116.50	\$1,146.50
MAX 61+	\$1,211.00	\$1,241.50	\$1,275.50	\$1,314.00
PENSION BAND: 218				

### CUSTOMER ACCOUNT SPECIALIST

	<u>EFFECTIVE</u> <u>6/23/2013</u>	<u>EFFECTIVE</u> <u>6/22/2014</u>	<u>EFFECTIVE</u> <u>6/28/2015</u>	<u>EFFECTIVE</u> <u>6/26/2016</u>
START 0-6	\$335.00	\$335.00	\$335.00	\$335.00
07 - 12	\$380.50	\$381.50	\$382.50	\$383.50
13 - 18	\$432.00	\$434.00	\$436.50	\$439.00
19 - 24	\$490.50	\$494.00	\$498.00	\$502.50
25 - 30	\$557.00	\$562.50	\$568.50	\$575.50
31 - 36	\$632.50	\$640.50	\$649.00	\$659.00
37 - 42	\$718.50	\$729.00	\$741.00	\$754.00
43 - 48	\$815.50	\$830.00	\$846.00	\$863.50
49 - 54	\$926.50	\$945.00	\$965.50	\$988.50
55 - 60	\$1,052.00	\$1,075.50	\$1,102.00	\$1,131.50
MAX 61+	\$1,194.50	\$1,224.50	\$1,258.00	\$1,295.50
PENSION BAND: 217				

**WAGE SCHEDULES**

**TECHNICIAN - CLIENT HELP CENTER**

	<b><u>EFFECTIVE</u></b> <b><u>6/23/2013</u></b>	<b><u>EFFECTIVE</u></b> <b><u>6/22/2014</u></b>	<b><u>EFFECTIVE</u></b> <b><u>6/28/2015</u></b>	<b><u>EFFECTIVE</u></b> <b><u>6/26/2016</u></b>
START 0-6	\$389.50	\$389.50	\$389.50	\$389.50
07 - 12	\$433.00	\$434.50	\$435.50	\$437.00
13 - 18	\$482.00	\$484.50	\$487.00	\$490.00
19 - 24	\$536.00	\$540.00	\$544.50	\$549.00
25 - 30	\$596.00	\$602.00	\$608.50	\$616.00
31 - 36	\$663.00	\$671.50	\$680.50	\$690.50
37 - 42	\$737.50	\$748.50	\$761.00	\$774.50
43 - 48	\$820.50	\$834.50	\$850.50	\$868.50
49 - 54	\$912.50	\$930.50	\$951.00	\$974.00
55 - 60	\$1,015.00	\$1,037.50	\$1,063.50	\$1,092.00
MAX 61+	\$1,129.00	\$1,157.00	\$1,189.00	\$1,224.50

PENSION BAND: 216

**LIGHT DELIVERY DRIVER**

**INVESTMENT RECOVERY SPECIALIST**

**SUPPLY ATTENDANT**

**SCHEDULER**

	<b><u>EFFECTIVE</u></b> <b><u>6/23/2013</u></b>	<b><u>EFFECTIVE</u></b> <b><u>6/22/2014</u></b>	<b><u>EFFECTIVE</u></b> <b><u>6/28/2015</u></b>	<b><u>EFFECTIVE</u></b> <b><u>6/26/2016</u></b>
START 0-6	\$284.00	\$284.00	\$284.00	\$284.00
07 - 12	\$326.00	\$327.00	\$327.50	\$328.50
13 - 18	\$374.50	\$376.00	\$378.00	\$380.50
19 - 24	\$429.50	\$433.00	\$436.50	\$440.50
25 - 30	\$493.50	\$498.00	\$503.50	\$509.50
31 - 36	\$566.00	\$573.00	\$581.00	\$589.50
37 - 42	\$650.00	\$659.50	\$670.50	\$682.50
43 - 48	\$746.00	\$759.00	\$774.00	\$790.00
49 - 54	\$856.50	\$873.50	\$893.00	\$914.00
55 - 60	\$983.50	\$1,005.50	\$1,030.50	\$1,058.00
MAX 61+	\$1,129.00	\$1,157.00	\$1,189.00	\$1,224.50

PENSION BAND: 216



## WAGE SCHEDULES

### FRAME TECHNICIAN

	<u>EFFECTIVE</u> <u>6/23/2013</u>	<u>EFFECTIVE</u> <u>6/22/2014</u>	<u>EFFECTIVE</u> <u>6/28/2015</u>	<u>EFFECTIVE</u> <u>6/26/2016</u>
START 0-6	\$328.00	\$328.00	\$328.00	\$328.00
07 - 12	\$369.50	\$370.50	\$371.50	\$372.50
13 - 18	\$416.00	\$418.00	\$420.50	\$423.00
19 - 24	\$468.50	\$472.00	\$476.00	\$480.00
25 - 30	\$527.50	\$533.00	\$538.50	\$545.00
31 - 36	\$594.00	\$601.50	\$610.00	\$619.00
37 - 42	\$669.00	\$679.00	\$690.50	\$703.00
43 - 48	\$753.50	\$767.00	\$781.50	\$798.00
49 - 54	\$849.00	\$866.00	\$885.00	\$906.00
55 - 60	\$956.00	\$977.50	\$1,001.50	\$1,028.50
MAX 61+	\$1,076.50	\$1,103.50	\$1,134.00	\$1,168.00
PENSION BAND: 215				

### PROVISIONING SPECIALIST

	<u>EFFECTIVE</u> <u>6/23/2013</u>	<u>EFFECTIVE</u> <u>6/22/2014</u>	<u>EFFECTIVE</u> <u>6/28/2015</u>	<u>EFFECTIVE</u> <u>6/26/2016</u>
START 0-6	\$328.00	\$328.00	\$328.00	\$328.00
07 - 12	\$371.00	\$371.50	\$372.50	\$374.00
13 - 18	\$419.00	\$421.00	\$423.50	\$426.00
19 - 24	\$474.00	\$477.50	\$481.00	\$485.50
25 - 30	\$535.50	\$541.00	\$547.00	\$553.50
31 - 36	\$605.50	\$613.00	\$621.50	\$630.50
37 - 42	\$684.50	\$694.50	\$706.00	\$718.50
43 - 48	\$773.50	\$787.00	\$802.00	\$819.00
49 - 54	\$874.50	\$892.00	\$911.50	\$933.50
55 - 60	\$988.50	\$1,011.00	\$1,036.00	\$1,064.00
MAX 61+	\$1,117.50	\$1,145.50	\$1,177.00	\$1,212.50
PENSION BAND: 215				

**WAGE SCHEDULES**

**PLANT ENGINEERING CLERK**

	<b><u>EFFECTIVE</u></b> <b><u>6/23/2013</u></b>	<b><u>EFFECTIVE</u></b> <b><u>6/22/2014</u></b>	<b><u>EFFECTIVE</u></b> <b><u>6/28/2015</u></b>	<b><u>EFFECTIVE</u></b> <b><u>6/26/2016</u></b>
START 0-6	\$310.00	\$310.00	\$310.00	\$310.00
07 - 12	\$352.00	\$352.50	\$353.50	\$354.50
13 - 18	\$399.00	\$401.00	\$403.50	\$405.50
19 - 24	\$453.00	\$456.50	\$460.00	\$464.00
25 - 30	\$514.00	\$519.00	\$524.50	\$531.00
31 - 36	\$583.00	\$590.50	\$598.50	\$607.50
37 - 42	\$661.50	\$671.50	\$682.50	\$695.00
43 - 48	\$751.00	\$764.00	\$778.50	\$795.00
49 - 54	\$852.00	\$869.00	\$888.00	\$909.50
55 - 60	\$967.00	\$988.50	\$1,013.00	\$1,040.00
MAX 61+	\$1,097.00	\$1,124.50	\$1,155.50	\$1,190.00

PENSION BAND: 215

**ADVANCED COMPUTER ATTENDANT**

**TECHNICAL SPECIALIST**

	<b><u>EFFECTIVE</u></b> <b><u>6/23/2013</u></b>	<b><u>EFFECTIVE</u></b> <b><u>6/22/2014</u></b>	<b><u>EFFECTIVE</u></b> <b><u>6/28/2015</u></b>	<b><u>EFFECTIVE</u></b> <b><u>6/26/2016</u></b>
START 0-6	\$347.50	\$347.50	\$347.50	\$347.50
07 - 12	\$389.00	\$390.00	\$391.00	\$392.00
13 - 18	\$435.50	\$437.50	\$440.00	\$442.50
19 - 24	\$487.50	\$491.50	\$495.50	\$499.50
25 - 30	\$546.00	\$551.50	\$557.50	\$564.00
31 - 36	\$611.00	\$619.00	\$627.50	\$636.50
37 - 42	\$684.50	\$694.50	\$706.00	\$718.50
43 - 48	\$766.00	\$779.50	\$794.50	\$811.00
49 - 54	\$857.50	\$875.00	\$894.00	\$915.50
55 - 60	\$960.00	\$982.00	\$1,006.50	\$1,033.50
MAX 61+	\$1,075.00	\$1,102.00	\$1,132.50	\$1,166.50

PENSION BAND: 214

## WAGE SCHEDULES

### DIRECTORY REPRESENTATIVE

	<u>EFFECTIVE</u> <u>6/23/2013</u>	<u>EFFECTIVE</u> <u>6/22/2014</u>	<u>EFFECTIVE</u> <u>6/28/2015</u>	<u>EFFECTIVE</u> <u>6/26/2016</u>
START 0-6	\$314.00	\$314.00	\$314.00	\$314.00
07 - 12	\$354.50	\$355.50	\$356.00	\$357.50
13 - 18	\$400.00	\$402.00	\$404.00	\$406.50
19 - 24	\$451.50	\$454.50	\$458.50	\$462.50
25 - 30	\$509.50	\$514.50	\$520.00	\$526.50
31 - 36	\$575.00	\$582.00	\$590.00	\$599.00
37 - 42	\$649.00	\$658.50	\$669.50	\$681.50
43 - 48	\$732.00	\$745.00	\$759.50	\$775.50
49 - 54	\$826.50	\$843.00	\$861.50	\$882.00
55 - 60	\$932.50	\$953.50	\$977.00	\$1,003.50
MAX 61+	\$1,052.50	\$1,079.00	\$1,108.50	\$1,142.00
PENSION BAND: 213				

### COMPUTER ATTENDANT

	<u>EFFECTIVE</u> <u>6/23/2013</u>	<u>EFFECTIVE</u> <u>6/22/2014</u>	<u>EFFECTIVE</u> <u>6/28/2015</u>	<u>EFFECTIVE</u> <u>6/26/2016</u>
START 0-6	\$296.00	\$296.00	\$296.00	\$296.00
07 - 12	\$335.00	\$335.50	\$336.50	\$337.50
13 - 18	\$379.00	\$380.50	\$383.00	\$385.00
19 - 24	\$428.50	\$432.00	\$435.50	\$439.00
25 - 30	\$485.00	\$489.50	\$495.00	\$501.00
31 - 36	\$548.50	\$555.50	\$563.00	\$571.50
37 - 42	\$620.50	\$630.00	\$640.00	\$651.50
43 - 48	\$702.00	\$714.50	\$728.00	\$743.00
49 - 54	\$794.00	\$810.00	\$828.00	\$847.50
55 - 60	\$898.50	\$919.00	\$941.50	\$966.50
MAX 61+	\$1,016.50	\$1,042.00	\$1,070.50	\$1,102.50
PENSION BAND: 212				

**WAGE SCHEDULES**

**ORDER WRITER A**  
**TECHNICAL ASSOCIATE**

	<b><u>EFFECTIVE</u></b> <b><u>6/23/2013</u></b>	<b><u>EFFECTIVE</u></b> <b><u>6/22/2014</u></b>	<b><u>EFFECTIVE</u></b> <b><u>6/28/2015</u></b>	<b><u>EFFECTIVE</u></b> <b><u>6/26/2016</u></b>
START 0-6	\$335.00	\$335.00	\$335.00	\$335.00
07 - 12	\$374.00	\$375.00	\$376.00	\$377.00
13 - 18	\$417.50	\$419.50	\$422.00	\$424.50
19 - 24	\$466.50	\$470.00	\$473.50	\$478.00
25 - 30	\$520.50	\$526.00	\$531.50	\$538.00
31 - 36	\$581.50	\$588.50	\$596.50	\$605.50
37 - 42	\$649.00	\$659.00	\$669.50	\$681.50
43 - 48	\$725.00	\$737.50	\$751.50	\$767.50
49 - 54	\$809.50	\$825.50	\$843.50	\$863.50
55 - 60	\$903.50	\$924.00	\$946.50	\$972.50
MAX 61+	\$1,009.00	\$1,034.00	\$1,062.50	\$1,094.50

PENSION BAND: 212

**FIELD SUPPORT ADMINISTRATOR**  
**GARAGE ATTENDANT**  
**DISTRIBUTION OPERATOR**

	<b><u>EFFECTIVE</u></b> <b><u>6/23/2013</u></b>	<b><u>EFFECTIVE</u></b> <b><u>6/22/2014</u></b>	<b><u>EFFECTIVE</u></b> <b><u>6/28/2015</u></b>	<b><u>EFFECTIVE</u></b> <b><u>6/26/2016</u></b>
START 0-6	\$296.00	\$296.00	\$296.00	\$296.00
07 - 12	\$334.00	\$335.00	\$336.00	\$337.00
13 - 18	\$377.50	\$379.00	\$381.00	\$383.50
19 - 24	\$426.00	\$429.00	\$432.50	\$436.50
25 - 30	\$481.00	\$485.50	\$491.00	\$497.00
31 - 36	\$543.00	\$549.50	\$557.00	\$565.50
37 - 42	\$613.00	\$622.00	\$632.00	\$643.50
43 - 48	\$692.00	\$704.00	\$717.50	\$732.50
49 - 54	\$781.00	\$796.50	\$814.00	\$833.50
55 - 60	\$882.00	\$901.50	\$924.00	\$949.00
MAX 61+	\$995.50	\$1,020.50	\$1,048.50	\$1,080.00

PENSION BAND: 212

**WAGE SCHEDULES**

**ORDER WRITER**

**FINAL ACCOUNT COLLECTION SPECIALIST**

	<b><u>EFFECTIVE</u></b> <b><u>6/23/2013</u></b>	<b><u>EFFECTIVE</u></b> <b><u>6/22/2014</u></b>	<b><u>EFFECTIVE</u></b> <b><u>6/28/2015</u></b>	<b><u>EFFECTIVE</u></b> <b><u>6/26/2016</u></b>
START 0-6	\$335.00	\$335.00	\$335.00	\$335.00
07 - 12	\$373.00	\$374.00	\$375.00	\$376.00
13 - 18	\$415.00	\$417.00	\$419.50	\$422.00
19 - 24	\$462.00	\$465.50	\$469.50	\$473.50
25 - 30	\$514.50	\$519.50	\$525.50	\$531.50
31 - 36	\$573.00	\$580.00	\$588.00	\$596.50
37 - 42	\$637.50	\$647.00	\$658.00	\$669.50
43 - 48	\$710.00	\$722.50	\$736.00	\$751.50
49 - 54	\$790.50	\$806.00	\$823.50	\$843.50
55 - 60	\$880.00	\$899.50	\$922.00	\$946.50
MAX 61+	\$979.50	\$1,004.00	\$1,031.50	\$1,062.50

PENSION BAND: 211

**ADMINISTRATIVE SPECIALIST**

	<b><u>EFFECTIVE</u></b> <b><u>6/23/2013</u></b>	<b><u>EFFECTIVE</u></b> <b><u>6/22/2014</u></b>	<b><u>EFFECTIVE</u></b> <b><u>6/28/2015</u></b>	<b><u>EFFECTIVE</u></b> <b><u>6/26/2016</u></b>
START 0-6	\$335.00	\$335.00	\$335.00	\$335.00
07 - 12	\$373.00	\$373.50	\$374.50	\$376.00
13 - 18	\$415.00	\$417.00	\$419.00	\$421.50
19 - 24	\$461.50	\$465.00	\$468.50	\$473.00
25 - 30	\$513.50	\$518.50	\$524.50	\$530.50
31 - 36	\$571.50	\$578.50	\$586.50	\$595.00
37 - 42	\$636.00	\$645.50	\$656.00	\$667.50
43 - 48	\$707.50	\$720.00	\$733.50	\$749.00
49 - 54	\$787.00	\$803.00	\$820.50	\$840.50
55 - 60	\$876.00	\$895.50	\$918.00	\$942.50
MAX 61+	\$974.50	\$999.00	\$1,026.50	\$1,057.50

PENSION BAND: 211

## WAGE SCHEDULES

### TELLER

	<u>EFFECTIVE</u> <u>6/23/2013</u>	<u>EFFECTIVE</u> <u>6/22/2014</u>	<u>EFFECTIVE</u> <u>6/28/2015</u>	<u>EFFECTIVE</u> <u>6/26/2016</u>
START 0-6	\$314.00	\$314.00	\$314.00	\$314.00
07 - 12	\$351.50	\$352.00	\$353.00	\$354.00
13 - 18	\$393.00	\$395.00	\$397.00	\$399.50
19 - 24	\$439.50	\$443.00	\$446.50	\$450.50
25 - 30	\$491.50	\$496.50	\$502.00	\$508.00
31 - 36	\$550.00	\$557.00	\$564.50	\$573.00
37 - 42	\$615.50	\$624.50	\$634.50	\$646.00
43 - 48	\$688.50	\$700.50	\$713.50	\$728.50
49 - 54	\$770.00	\$785.50	\$802.50	\$821.50
55 - 60	\$861.50	\$880.50	\$902.00	\$926.50
MAX 61+	\$963.50	\$987.50	\$1,014.50	\$1,045.00

PENSION BAND: 211

### CLERICAL ASSOCIATE

	<u>EFFECTIVE</u> <u>6/23/2013</u>	<u>EFFECTIVE</u> <u>6/22/2014</u>	<u>EFFECTIVE</u> <u>6/28/2015</u>	<u>EFFECTIVE</u> <u>6/26/2016</u>
START 0-6	\$303.50	\$303.50	\$303.50	\$303.50
07 - 12	\$340.00	\$340.50	\$341.50	\$342.50
13 - 18	\$380.50	\$382.50	\$384.50	\$387.00
19 - 24	\$426.00	\$429.50	\$433.00	\$436.50
25 - 30	\$477.00	\$482.00	\$487.00	\$493.00
31 - 36	\$534.50	\$541.00	\$548.50	\$556.50
37 - 42	\$598.00	\$607.00	\$617.00	\$628.00
43 - 48	\$670.00	\$681.50	\$694.50	\$709.00
49 - 54	\$750.00	\$765.00	\$782.00	\$800.50
55 - 60	\$840.00	\$859.00	\$880.00	\$903.50
MAX 61+	\$940.50	\$964.00	\$990.50	\$1,020.00

PENSION BAND: 210

## WAGE SCHEDULES

### BUILDING SERVICER

	<u>EFFECTIVE</u> <u>6/23/2013</u>	<u>EFFECTIVE</u> <u>6/22/2014</u>	<u>EFFECTIVE</u> <u>6/28/2015</u>	<u>EFFECTIVE</u> <u>6/26/2016</u>
START 0-6	\$285.00	\$285.00	\$285.00	\$285.00
07 - 12	\$321.00	\$322.00	\$322.50	\$323.50
13 - 18	\$361.50	\$363.00	\$365.00	\$367.50
19 - 24	\$407.00	\$410.00	\$413.50	\$417.00
25 - 30	\$458.50	\$463.00	\$468.00	\$473.50
31 - 36	\$516.00	\$522.50	\$530.00	\$537.50
37 - 42	\$581.50	\$590.00	\$600.00	\$610.50
43 - 48	\$654.50	\$666.00	\$679.00	\$693.00
49 - 54	\$737.50	\$752.00	\$768.50	\$787.00
55 - 60	\$830.50	\$849.00	\$870.00	\$893.50
MAX 61+	\$935.00	\$958.50	\$985.00	\$1,014.50
PENSION BAND: 210				

### TELEBUSINESS REPRESENTATIVE

	<u>EFFECTIVE</u> <u>6/23/2013</u>	<u>EFFECTIVE</u> <u>6/22/2014</u>	<u>EFFECTIVE</u> <u>6/28/2015</u>	<u>EFFECTIVE</u> <u>6/26/2016</u>
START 0-6	\$349.00	\$349.00	\$349.00	\$349.00
07 - 12	\$375.00	\$376.00	\$377.00	\$378.50
13 - 18	\$403.50	\$405.50	\$407.50	\$410.00
19 - 24	\$433.50	\$437.00	\$440.50	\$444.50
25 - 30	\$466.50	\$471.00	\$476.00	\$482.00
31 - 36	\$501.50	\$507.50	\$514.50	\$522.00
37 - 42	\$539.00	\$547.00	\$556.00	\$566.00
43 - 48	\$579.50	\$589.50	\$601.00	\$613.50
49 - 54	\$623.00	\$635.50	\$649.50	\$665.00
55 - 60	\$669.50	\$685.00	\$702.00	\$721.00
MAX 61+	\$720.00	\$738.00	\$758.50	\$781.50
PENSION BAND: 205				

## WAGE SCHEDULES

### BUILDING SERVICE ATTENDANT

	<u>EFFECTIVE</u> <u>6/23/2013</u>	<u>EFFECTIVE</u> <u>6/22/2014</u>	<u>EFFECTIVE</u> <u>6/28/2015</u>	<u>EFFECTIVE</u> <u>6/26/2016</u>
START 0-6	\$277.00	\$277.00	\$277.00	\$277.00
07 - 12	\$303.50	\$304.00	\$305.00	\$306.00
13 - 18	\$332.00	\$334.00	\$335.50	\$337.50
19 - 24	\$364.00	\$366.50	\$369.50	\$373.00
25 - 30	\$398.50	\$402.50	\$407.00	\$411.50
31 - 36	\$436.50	\$442.00	\$448.00	\$454.50
37 - 42	\$478.00	\$485.00	\$493.00	\$501.50
43 - 48	\$523.50	\$532.50	\$542.50	\$554.00
49 - 54	\$573.00	\$584.50	\$597.50	\$611.50
55 - 60	\$628.00	\$641.50	\$657.50	\$675.00
MAX 61+	\$687.50	\$704.50	\$724.00	\$745.50

PENSION BAND: 203

### SALES CONSULTANT (BCS)

	<u>EFFECTIVE</u> <u>6/23/2013</u>	<u>EFFECTIVE</u> <u>6/22/2014</u>	<u>EFFECTIVE</u> <u>6/28/2015</u>	<u>EFFECTIVE</u> <u>6/26/2016</u>
START 0-6	\$519.00	\$519.00	\$519.00	\$519.00
07 - 12	\$587.00	\$592.00	\$597.50	\$603.50
13 - 18	\$664.50	\$675.50	\$687.50	\$701.00
19 - 24	\$751.50	\$770.50	\$791.50	\$815.00

### SALES CONSULTANT (CONSUMER)

	<u>EFFECTIVE</u> <u>6/23/2013</u>	<u>EFFECTIVE</u> <u>6/22/2014</u>	<u>EFFECTIVE</u> <u>6/28/2015</u>	<u>EFFECTIVE</u> <u>6/26/2016</u>
START 0-6	\$496.50	\$496.50	\$496.50	\$496.50
07 - 12	\$563.50	\$568.50	\$573.50	\$579.00
13 - 18	\$640.00	\$650.50	\$662.50	\$675.50
19 - 24	\$726.50	\$744.50	\$765.00	\$788.00



# APPENDIX C

## MEMORANDUM OF AGREEMENT

### **Section 1 – Agreement**

**1.01** This Memorandum of Agreement (hereinafter called “Memorandum” or “MOA”) is made and entered into by and between AT&T Teleholdings, Inc. d/b/a AT&T Midwest, Illinois Bell Telephone Company, Indiana Bell Telephone Company, Incorporated and AT&T Services, Inc. (hereinafter referred to in this MOA as the “Company”) and the Local Union No. 21 of the International Brotherhood of Electrical Workers (I.B.E.W.) affiliated with the American Federation of Labor, Congress of Industrial Organizations (hereinafter referred to in this MOA as the “Union”). The Company and the Union (hereinafter referred to collectively in this MOA as the “Parties”) agree as follows:

**1.02** The Company recognizes the Union as the exclusive bargaining agent for those employees of the Company in the State of Illinois (excluding that portion of the Southwest District included in 14-RC-7011) and Lake and Porter County, Indiana, whose occupations are listed in Section 1.03 below.

**1.03** Applicable job titles:

Premises Technician

Dispatcher

**1.04** This Memorandum contains the entire agreement between the Company and the Union with respect to all positions referenced in Section 1.03 herein, except that Articles 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 16, 28 and 31, and the following Memoranda of Agreement:

- A4 Memorandum of Agreement Committee for Substance Abuse Awareness
- A6 Memorandum of Agreement Military Leaves of Absence
- A9 Memorandum of Agreement regarding Success Sharing Plan
- A16 Memorandum of Agreement Benefits Rules for Movement
- A18 Memorandum of Agreement Payment in Lieu of Vacation

of the 2013 Core Collective Bargaining Agreement between the Company and the Union (the “Contract”), and only those provisions, will also apply to positions covered by this Memorandum.

**1.05** Where conflicts may exist or arise between provisions of this Memorandum and those of the above-referenced provisions of the Contract, the provisions of this Memorandum will prevail.

## **Section 2– Classification of Employees**

### **2.01 Regular Employee**

One whose employment is expected to be indefinite. A regular employee may be either full-time or part-time.

### **2.02 Regular Limited Term Employee**

One hired for a specific project or a limited period with the definite understanding that their employment will terminate or be converted to Regular Employee status upon the completion of the project or at the end of the period, and whose employment is expected to continue for more than one (1) year but, unless mutually agreed to by the Company and the Union, not longer than thirty-six (36) months as a Regular Limited Term employee. Regular Limited Term employees shall be excluded from the provisions in Section 7 of this Memorandum. If a Regular Limited Term employee covered by Appendix C attains 36 months of service, the employee shall either be work completed or converted to a Regular Employee at the Company's discretion. If the employee is converted to Regular Employee, the employee will continue to be covered by the terms, conditions and benefits provided by Appendix C.

### **2.03 Temporary Employee**

One hired for a specific project or a limited period with the definite understanding that their employment will terminate upon the completion of the project or at the end of the period, and whose employment is expected to continue for not more than twelve (12) months. Temporary employees shall be excluded from the provisions in Section 7 of this Memorandum.

**2.04** For the purposes of this Memorandum, all employees hired into a title covered by this Memorandum, unless otherwise specified by management, will be probationary. Employees will remain probationary for twelve (12) months.

## **Section 3 - Seniority**

**3.01** Seniority as used in this Memorandum shall mean Net Credited Service (NCS) with the Company as determined by the Pension Plan Administrator.

**3.02** Where two (2) or more employees have the same Net Credited Service, the employee with the lowest last four (4) digits of social security number shall be considered the most senior.

## **Section 4 – Time Off**

### **4.01 Paid Holidays**

Ten (10) paid holidays shall be observed as follows:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Day
- Three Floating Holidays

Holidays that fall on a Sunday will be observed on the following Monday. When a holiday falls on a Saturday, employees will be given another day off in a subsequent week or a preceding week as determined by the Company. All time off earned in the previous vacation year, must be taken before any time off in the current vacation year can be taken.

### **4.02 Working On A Holiday**

Employees who work on a holiday, will not be given a day off to be taken at a later date. Employees who work on a holiday will be paid eight (8) hours at straight time for the holiday and at time and one half (1 ½) for each hour worked on the holiday. Such hours worked at the premium rate shall be used in the calculation of the forty (40) hour overtime threshold.

### **4.03 Holidays During A Vacation Week**

When a holiday falls during a week in which an employee is on vacation, the day will be treated as a holiday, not as a day of vacation.

### **4.04 Vacation Year**

The year in which vacation and Personal Days off may be taken shall be known as the “vacation year.” The vacation year is defined as a period of time beginning December 31<sup>st</sup> and ending on December 30<sup>th</sup> of the following year. Employees must be active on the payroll (not on a leave of absence or on disability) and must physically report to work for at least one (1) day in the vacation year to be eligible for vacation and Personal Days Off.

However, an employee may be granted vacation for which they are otherwise eligible in a vacation year without performing any work for the Company in that year provided they are not on a leave of absence or disability and such vacation is contiguous to and continues with their vacation for the preceding year; or such vacation begins during the first seven (7) days of the vacation year.

### **4.05 Vacation Eligibility**

Employees shall be eligible to accrue vacation, based on their NCS with the Company, as follows:

- A. One (1) week of vacation upon completion of six (6) months of service.
- B. Two (2) weeks of vacation upon completion of twelve (12) months of service. This provision cannot be combined with the above to result in more than two (2) weeks of vacation entitlement in the same vacation year.
- C. Three (3) weeks of vacation to any employee who could complete seven (7) years of service or more but less than fifteen (15) years of service within the vacation year.
- D. Four (4) weeks of vacation to any employee who could complete fifteen (15) years of service or more but less than twenty-five (25) years of service within the vacation year.
- E. Five (5) weeks of vacation to any employee who could complete twenty-five (25) years of service or more within the vacation year.

#### **4.06 Carry-over Vacation**

All employees are encouraged to take all of their vacation time during the vacation year. However, a maximum of one (1) week of vacation may be carried over into the next vacation year. A vacation week that is carried over must be taken by April 30th.

The Company may at its discretion place employees on vacation and require them to take vacation at a specified time. The number of weeks management may place employees on vacation is limited to not more than one (1) week in a vacation year. Should the need to place employees on vacation occur, the Company will provide thirty (30) days notice to the affected employees.

#### **4.07 Vacation Selection**

Employees may select their vacation in full weeks and on a day-at-a-time basis during the vacation selection process. Vacations shall be selected in a work group as determined by the Company, based on seniority. The Company shall determine periods available for selection and the number of employees allowed off on vacation.

#### **4.08 Personal Days Off**

Employees are allowed flexibility through the use of Personal Days Off to be off work with pay, subject to approval by management.

Each employee who has completed six (6) months of service will be eligible for four (4) paid Personal Days Off each vacation year.

The Company may at its discretion place employees on Personal Days Off and require them to take Personal Days Off at a specified time. The number of Personal Days Off that management may place employees on, is limited to not more than one (1) in each vacation year. Should the need to place employees on a Personal Day Off occur, the Company will provide thirty (30) days notice to the affected employee.

#### **4.09 Selection Of Personal Days Off**

All Personal Days Off shall be selected based on seniority within a workgroup as determined by the Company. Employees may be permitted to take all of their Personal Days Off in two (2) hour increments, except for the one (1) day in the vacation year that the Company may assign. The Company shall determine periods available for selection and the number of employees allowed off on Personal Days Off.

#### **4.10 Civic Duty**

Employees must give their supervisor advance notice when they are requested to appear for jury duty. Time off to comply with a summons for obligatory jury duty will be paid subject to court verification. The Company will grant unpaid time off for other court ordered processes. Employees are expected to notify their supervisors as soon as possible of the need for time off to comply with any court order.

#### **4.11 Death In An Employee's Immediate Family/Household**

Employees may elect up to three (3) paid days of excused time off due to a death in the employee's immediate family. Immediate family includes the employee's parents, stepparents, adoptive parents, children, stepchildren, adoptive children, brothers, stepbrothers, sisters, stepsisters, husband or wife (including Legally Recognized Partner), grandparents, grandchildren, mother-in-law or, father-in-law. If more time off is needed, an employee may request vacation time or unpaid time off, all of which is dependent on the needs of the business. In all cases, supervisory approval is required.

#### **4.12 Absence**

Employees having one (1) or more years of NCS shall be paid at the basic wage rate for absences, including illness on scheduled workdays, up to five (5) paid days not to exceed forty (40) hours per calendar year. Employees must notify their supervisor before their scheduled start time that they will be absent from work. Absences of longer than seven (7) consecutive days will be governed by the AT&T Midwest Disability Benefits Program.

#### **4.13 Excused Time Required By Law**

Employees will be granted other excused time off (paid or unpaid) as required by applicable State and/or Federal laws.

### **Section 5 – Working Conditions**

#### **5.01 Work Apparel**

The Company may, at its discretion, implement appearance standards and/or a dress code consistent with State and Federal laws. The Company may change the standards and code at its discretion.

For the employees in Appendix C, participation in the U-verse Branded Apparel Program (BAP) is mandatory.

The Company can modify or discontinue this program at its discretion. If the BAP is discontinued for the employees listed in Appendix C, the Company will give those employees a minimum notice of thirty (30) days prior to such discontinuance.

### **5.02 Work Schedules**

Insofar as service requirements and the conditions of the business permit, selection of work schedules shall be, when practical, by seniority. The responsibility for determining the requirements and conditions rests solely with the Company. Employees' scheduled work hours may start at any time of the day, on any day of the week and may be spread over any six (6) days of the week. Work schedules will be posted for a minimum period of one (1) week and are subject to change, with forty-eight (48) hours notice to the employee. If an employee is notified less than twelve (12) hours before the originally scheduled start time of a change in work hours, the affected employee will receive two (2) hours of pay at the straight time rate.

### **5.03 Four-Ten Work Schedules**

The Company will determine if, when and in which groups it would establish a four-ten work schedule. The Company can terminate an established four-ten work schedule at any time for any reason.

Overtime will be paid according to Section 5.06 below. Overtime is time worked in excess of forty (40) hours in a workweek.

A vacation week will always equal forty (40) hours of time off. The employee's scheduled vacation week will be changed to a five-day (5), Monday through Friday, eight (8) hour schedule. Vacation weeks taken a day-at-a-time should be converted to hours for administrative purposes. A vacation day will be ten (10) hours unless the remaining balance of vacation hours is less than ten (10) hours.

Personal days off specified in Section 4.08 of the Memorandum will be eight (8) hours.

An employee's work schedule during a holiday week shall normally be the same as though it were not a holiday week. If the holiday falls on a scheduled day, and the employee is scheduled off, the Company will pay eight (8) hours of holiday pay at straight time. If the employee wishes to be paid the remaining two (2) hours, the employee may use available vacation, personal days off or absence time. If the employee does not wish to be paid, the time will be unpaid excused.

An employee who works the holiday will be paid as follows:

- Eight (8) hours straight time for the holiday;
- Time and one-half for each hour worked up to eight (8) hours;
- Straight time for time worked in excess of eight (8) hours;
- Overtime rules apply for time worked in accordance with Section 5.06 below.

If a holiday falls during the employee's scheduled vacation week; and if the holiday falls on a scheduled vacation day, the employee will be entitled to an additional eight (8) hours of vacation time. If the holiday falls on a non-scheduled day, the employee will receive eight (8) hours of holiday pay at straight time.

Paid absence will be granted in accordance with Section 4.12 of this Memorandum. An employee who is eligible for absence payments will receive ten (10) hours of pay if the employee is sick on a scheduled ten (10) hour day, unless the remaining balance of paid absence time is less than ten (10) hours.

#### **5.04 Split Work Days**

The Company may schedule employees to work a split workday. A split workday is a divided workday, with hours off in between.

#### **5.05 Cancellation Of Hours**

- A. If an employee is notified less than twelve (12) hours before the originally scheduled start time that the scheduled hours are canceled, the affected employee will receive two (2) hours of pay at the straight time rate.
  
- B. If an employee begins the scheduled workday, management cannot cancel the employee's hours for the remainder of that workday.

#### **5.06 Overtime**

Employees may be required to work up to seventeen (17) hours of overtime per week subject to the needs of the business, except that this limitation will not apply in cases of emergency. Overtime hours worked in excess of forty (40) in a calendar week will be paid at the rate of one and one-half (1 ½) times the basic hourly wage rate and in accordance with applicable Federal and/or State Laws.

For the purpose of crediting time not worked towards an employee's eligibility for overtime payments, only the following absences during a scheduled shift shall be considered:

- Joint Meeting with the Company including Joint Union-Company Committee Meeting and Union-Management Review Board Meetings
- Absence for Union Business (Unpaid)
- Collective Bargaining with the Company

#### **5.07 Shift Differentials**

Employees who are scheduled to work an evening or night assignment in which more than fifty (50) percent of the time falls between the hours of 6:00 p.m. and 6:00 a.m., shall receive a daily premium payment of ten (10) percent of their base wages for each day worked. Shift differentials will be included in the employee's rate of pay for purposes of computing payments during periods of vacation and holidays, if the following conditions are met:

An employee works one (1) full work week of evening or night assignments before his/her vacation or holiday and is scheduled to work one (1) full work week of evening or night assignments, following his/her vacation or holiday.



### **5.08 Sunday Premium Payments**

Employees who work on a Sunday shall receive the rate of one and one-half (1 ½) times the employee's base wages, up to a maximum of eight (8) hours per day. Employees who are excused from work with pay during scheduled hours on Sunday shall be paid at straight time for the excused absence. Such hours worked at the premium rate shall be used in the calculation of the forty (40) hour overtime threshold.

### **5.09 Relief Differential**

Employees will be paid a differential of eight dollars (\$8.00) when in addition to their normal duties they relieve or assist a manager for four (4) hours or more. Relief Differential assignments specifically exclude administering discipline to other employees.

### **5.10 Working In A Different Title**

The assignment of a particular title to an employee does not mean that the employee shall perform only the kind of work coming under his/her title classification, or that certain kinds of work shall be performed exclusively by certain classifications of employees in Appendix C.

### **5.11 Home Garaging**

The Company may, at its discretion, implement a mandatory Home Garaging Program. The Company may change the program at its discretion. Once implemented, the Company can cancel the program with thirty (30) days notice.

### **5.12 Travel and Temporary Work Locations**

- A. The Company will either furnish all means of transportation or specify what transportation shall be used for travel on Company business.
- B. Employees who agree to use their personal vehicles for Company business will be reimbursed at the then current IRS reimbursement rate for mileage.
- C. Employees may be assigned to work at a temporary work location. When employees are assigned to work at a temporary work location, the employee will be reimbursed for travel time and transportation expenses to and from the temporary work location in excess of that required for the employee's normal commute.
- D. Transportation expenses include, but are not limited to, mileage, bridge toll, parking, airfare, and bus fare.

### **5.13 Contracting Out**

It is the Company's objective to consider carefully the interests of both the customer and employee along with all other considerations essential to the management of the business in a highly competitive and dynamic environment. While the Company believes it is in its best interests to utilize its own employees, the Company may use contractors as it deems necessary in order to respond to a highly unpredictable marketplace. For various reasons where the needs of the business require the Company may subcontract bargaining unit work, provided that it will not currently and directly cause layoffs of Regular Employees covered by this Memorandum.

#### **5.14 Overnight Trips**

If the Company determines that overnight travel is required, the employee will be reimbursed for expenses which are supported by receipts as follows:

- A. Transportation expenses as described in Section 5.12(D) above.
- B. Lodging, approved in advance by the Company
- C. Meals, not to exceed thirty-five dollars (\$35) per day, unless management approves a higher amount in advance.

#### **5.15 Monitoring/GPS**

The Company, at its discretion, may monitor and/or record calls of those employees in Appendix C in accordance with State and Federal laws.

The Company, at its discretion, may use GPS technology with those employees in Appendix C in accordance with State and Federal laws.

### **Section 6 – Compensation**

#### **6.01 Wage Schedules**

The current wage schedules shall be modified as follows:

- A. The wages of the Premises Technician title in Former Exhibits 1 and 2 and in Former Exhibit 3 will be increased by fifty-five cents (\$0.55) at each wage step immediately prior to the increase provided for in paragraph (B) below.
- B. Effective June 23, 2013, basic weekly wage rates will be increased 2.25% at the maximum rate, exponentialized with no change in the start rate.
- C. Effective June 22, 2014, basic weekly wage rates will be increased 2.5% at the maximum rate, exponentialized with no change in the start rate.
- D. 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.
- E. Effective June 26, 2016, basic weekly wage rates will be increased 3% at the maximum rate, exponentialized with no change in the start rate.

#### **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.

**Premises Technician Former Exhibits 1 &2**

	<b><u>EFFECTIVE</u></b> <b><u>6/23/2013</u></b>	<b><u>EFFECTIVE</u></b> <b><u>6/22/2014</u></b>	<b><u>EFFECTIVE</u></b> <b><u>6/28/2015</u></b>	<b><u>EFFECTIVE</u></b> <b><u>6/26/2016</u></b>
START 0-6	\$426.00	\$426.00	\$426.00	\$426.00
07 - 12	\$455.00	\$456.00	\$457.00	\$458.00
13 - 18	\$486.50	\$488.00	\$490.50	\$492.50
19 - 24	\$519.50	\$522.50	\$526.00	\$529.50
25 - 30	\$555.00	\$559.50	\$564.50	\$569.50
31 - 36	\$593.00	\$599.00	\$605.50	\$612.50
37 - 42	\$633.50	\$641.50	\$649.50	\$658.50
43 - 48	\$677.00	\$686.50	\$697.00	\$708.00
49 - 54	\$723.50	\$735.00	\$747.50	\$761.50
55 - 60	\$773.00	\$787.00	\$802.00	\$819.00
61 - 66	\$826.00	\$842.50	\$860.50	\$880.50
67 - 72	\$882.50	\$902.00	\$923.50	\$947.00
73 - 78	\$942.00	\$964.00	\$988.50	\$1,016.00
79+	\$963.00	\$987.00	\$1,014.00	\$1,044.50

**Premises Technician Former Exhibit 3**

	<b><u>EFFECTIVE</u></b> <b><u>6/23/2013</u></b>	<b><u>EFFECTIVE</u></b> <b><u>6/22/2014</u></b>	<b><u>EFFECTIVE</u></b> <b><u>6/28/2015</u></b>	<b><u>EFFECTIVE</u></b> <b><u>6/26/2016</u></b>
START 0-6	\$445.50	\$445.50	\$445.50	\$445.50
07 - 12	\$474.50	\$476.00	\$477.00	\$478.50
13 - 18	\$506.00	\$508.50	\$511.00	\$514.00
19 - 24	\$539.00	\$543.00	\$547.50	\$552.00
25 - 30	\$574.50	\$580.00	\$586.50	\$593.00
31 - 36	\$612.00	\$619.50	\$628.00	\$637.00
37 - 42	\$652.00	\$661.50	\$672.50	\$684.50
43 - 48	\$695.00	\$707.00	\$720.50	\$735.50
49 - 54	\$740.50	\$755.00	\$771.50	\$790.00
55 - 60	\$789.00	\$806.50	\$826.50	\$848.50
61 - 66	\$840.50	\$861.50	\$885.00	\$911.50

**Job Title**

Premises Technician

**Time in Title**

30

**Dispatcher Former Exhibits 1 & 2**

	<b>EFFECTIVE</b> <b><u>6/23/2013</u></b>	<b>EFFECTIVE</b> <b><u>6/22/2014</u></b>	<b>EFFECTIVE</b> <b><u>6/28/2015</u></b>	<b>EFFECTIVE</b> <b><u>6/26/2016</u></b>
START 0-6	\$420.00	\$420.00	\$420.00	\$420.00
07 - 12	\$440.00	\$441.00	\$442.50	\$443.50
13 - 18	\$461.00	\$463.00	\$465.50	\$468.50
19 - 24	\$483.00	\$486.50	\$490.50	\$494.50
25 - 30	\$506.00	\$511.00	\$516.50	\$522.50
31 - 36	\$530.00	\$536.50	\$544.00	\$552.00
37 - 42	\$555.00	\$563.50	\$572.50	\$583.00
43 - 48	\$581.50	\$591.50	\$603.00	\$615.50
49 - 54	\$609.00	\$621.00	\$635.00	\$650.00
55 - 60	\$638.00	\$652.50	\$668.50	\$686.50
61 - 66	\$667.50	\$683.00	\$700.00	\$719.50
67 - 72	\$693.00	\$709.00	\$727.50	\$748.00
73 - 78	\$718.50	\$735.50	\$755.00	\$776.50
79 - 84	\$745.50	\$764.00	\$784.50	\$807.50
85+	\$774.00	\$793.50	\$815.50	\$840.00

**Dispatcher Former Exhibit 3**

	<b>EFFECTIVE</b> <b><u>6/23/2013</u></b>	<b>EFFECTIVE</b> <b><u>6/22/2014</u></b>	<b>EFFECTIVE</b> <b><u>6/28/2015</u></b>	<b>EFFECTIVE</b> <b><u>6/26/2016</u></b>
START 0-6	\$420.00	\$420.00	\$420.00	\$420.00
07 - 12	\$440.00	\$441.00	\$442.50	\$443.50
13 - 18	\$461.00	\$463.00	\$465.50	\$468.50
19 - 24	\$483.00	\$486.50	\$490.50	\$494.50
25 - 30	\$506.00	\$511.00	\$516.50	\$522.50
31 - 36	\$530.00	\$536.50	\$544.00	\$552.00
37 - 42	\$555.00	\$563.50	\$572.50	\$583.00
43 - 48	\$581.50	\$591.50	\$603.00	\$615.50
49 - 54	\$609.00	\$621.00	\$635.00	\$650.00
55 - 60	\$638.00	\$652.50	\$668.50	\$686.50
61 - 66	\$668.50	\$685.00	\$704.00	\$725.00

**Job Title**  
Dispatcher

**Time in Title**  
18

Employees will be paid on a bi-weekly basis. Payment of wages for each two-week period will be made no later than the Friday following the end of the pay-period.

For the purpose of establishing recognition, the Premises Technician job title and the above wage schedule shall be treated as if they were set forth in full in Appendix B of the Contract.

### **6.02 Eligibility**

All employees who are active on the payroll (not on disability or a leave of absence) on the effective date of a wage increase will be eligible for a wage increase.

Employees, who on the effective date of the wage increase and/or lump sum payment, are on disability or a leave of absence, if otherwise eligible, will receive a wage increase and/or lump sum payment effective on their return to work date. Lump sum payments will be prorated for disability and leave of absence.

### **6.03 Wage Credit/Changes In Start Rate**

Applicants for employment who possess skill or knowledge over and above that normally expected of a new employee may be given wage schedule service credit equivalent to this knowledge or experience and receive as a starting rate the rate corresponding to this wage schedule service credit. Subsequent increases will be in accordance with the progression schedule.

### **6.04 Discretionary Lump Sum Payments**

A lump sum payment of up to five (5) percent of an employee's annualized (52 weeks) weekly wage rate may be granted to individual employees at the Company's discretion.

### **6.05 Additional Cash Awards**

The Company may provide employees with additional cash awards. The selection of employees and the amounts of the cash awards will be made at the discretion of management.

## **Section 7 - Force Adjustment**

### **7.01 Transfers**

The Company may in its discretion hire employees off the street or from outside of the bargaining unit to fill vacancies in Appendix C titles. However, if the Company determines that a vacancy is to be filled from within Appendix C, it will post a notice of the vacancy. Regular full-time employees with at least thirty (30) months of time in title, unless waived by the Company, who have satisfactory attendance and work performance may apply for the vacancy.

Regular full-time employees covered under this Memorandum who have at least thirty (30) months time in title, unless waived by the Company, who have satisfactory attendance and work performance will have the opportunity to be considered for transfers to available positions, covered by this Memorandum for which they are qualified.

In deciding who will be selected for a vacancy, the Company will determine which employee is most qualified to fill the position. The Company will consider an employee's qualifications and where, in the judgment of the Company, such qualifications are equal, it will use seniority. The Company may elect to retreat an employee within the first nine (9) months from the date the employee accepted the position.

When an employee transfers to a higher or a lower wage schedule the employee will move to the same wage schedule step on the new wage schedule that the employee was at on the old wage schedule. In addition, the employee's time spent, months and days, at the step on the old wage schedule will count towards the time required for the employee to progress to the next higher step on the new wage schedule.

Regular full-time employees covered under this Memorandum who have at least thirty (30) months time in title, unless waived by the Company, are eligible to be considered for transfers to available positions under the Contract. Any such transfers will be in accordance with normal staffing rules for transfers into Contract positions and subject to the additional conditions set forth in the provisions of Attachment 1 of this Memorandum.

### **7.02 Relocation Of Work**

When work is to be relocated, the Company may, if it deems appropriate, offer the affected employees the opportunity to follow their work to the new location. Employees who elect to follow their work to the new location will be considered as employee initiated transfers.

### **7.03 Force Adjustment**

Whenever force conditions as determined by the Company are considered to warrant a surplus and the possible layoff of employees, the Company shall notify the Union in writing, prior to notifying the affected employees. Employees will be laid off in a process to be determined by the Company based on the needs of the business and all business needs being equal, such adjustments shall occur in inverse order of seniority. The surplus employees designated for layoff will be notified a minimum of two (2) weeks prior to the layoff date, unless otherwise provided by law.

### **7.04 Layoff Allowance**

Employees who are laid off will be paid a layoff allowance based on their seniority and their base weekly wage rate in effect at the time of the layoff, in accordance with the following:

<b>LENGTH OF SERVICE</b>	<b>LAYOFF ALLOWANCE</b>
0 - 12 Months	1 week of pay
13 - 24 Months	2 weeks of pay
25 - 47 Months	3 weeks of pay
48 Months or More	4 weeks of pay

### **7.05 Priority Rehire**

Employees who are laid off with satisfactory attendance and work performance and who apply for re-employment to the same position from which they were laid off, will receive priority consideration for re-hire over new applicants for twelve (12) months from his/her layoff date.

## **Section 8 – Conclusion**

**8.01** IBEW further agrees that it will not seek to alter any existing bargaining units in any AT&T company on the basis of any movement or transfer of employees between said companies as a result of this Memorandum. Further, IBEW will not, on the basis of this Memorandum or on the basis of any change in operations or practices as a result of this Memorandum, in any

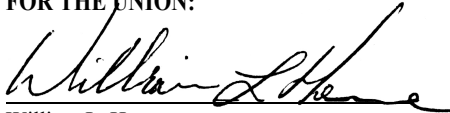
pleading, petition, complaint or proceeding before the National Labor Relations Board, an arbitrator or panel of arbitrators, or any court, assert, claim, charge or allege that any companies are a single or joint employer or enterprise, alter egos, accretions or successors of one another, or that any bargaining units of said entities represented by or sought to be represented by IBEW are a single bargaining unit, or are or should be otherwise altered in their scope or composition. This commitment on the part of IBEW will survive the expiration of this Memorandum, unless and until such time as this commitment is terminated by the mutual written agreement of the Parties.

**8.02** This Memorandum shall be effective June 23, 2013 and shall continue until 11:59 p.m. on June 24, 2017.

IN WITNESS WHEREOF, the Parties have caused this Memorandum to be signed this 23rd day of June 2013.

**AGREED:**

**FOR THE UNION:**

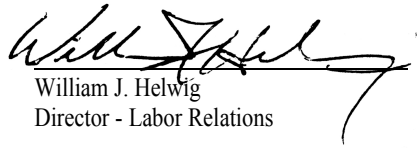


William L. Henne  
Vice-President and Assistant Business Manager  
International Brotherhood of Electrical Workers  
Local Union 21

June 23, 2013

Date

**FOR THE COMPANY:**



William J. Helwig  
Director - Labor Relations

June 23, 2013

Date

**MEMORANDUM OF AGREEMENT**

**REGARDING  
FORCE MOVEMENT OF EMPLOYEES AND EMPLOYEE BENEFIT TREATMENT**

AT&T Teleholdings, Inc. d/b/a AT&T Midwest, Illinois Bell Telephone Company, Indiana Bell Telephone Company and AT&T Services, Inc., (collectively “the Company”) and Local Union No. 21 of the International Brotherhood of Electrical Workers (“IBEW” or “the Union”) hereby agree to the following terms with respect to the movement of surplus employees and/or employees identified for layoff covered by the 2013 Collective Bargaining Agreement between the IBEW and the Company (the “Core Agreement”) and Appendix D of the 2013 Collective Bargaining Agreement between the IBEW and SBC Global Services, Inc. (the “Global Services Agreement”) (collectively referred to as “Labor Agreements”) into Appendix C job titles under the Core Agreement and the treatment to be afforded to such employees, and employees who voluntarily move into or are newly hired directly into these job titles. In the event of a discrepancy or inconsistency between the terms and conditions in Appendix C and any applicable provisions of the Core Agreement other than Article 16, the terms contained in Appendix C and any associated agreement(s) shall prevail. However, in the event of a discrepancy or inconsistency between the terms and conditions in Appendix C or any associated agreement(s) and Article 16 of the Core Agreement, the terms contained in Article 16 of the Core Agreement shall prevail.

**I. TREATMENT OF EMPLOYEES WHO ARE NEWLY HIRED INTO AN APPENDIX C JOB TITLE**

Individuals who are newly hired into an Appendix C job title (“new hire”) will be eligible to participate in benefit plans as provided in Article 16 and the Memorandum of Agreement regarding Benefits Rules for Movement of the Core Agreement.

**II. TREATMENT OF SURPLUS EMPLOYEES WHO MOVE TO AN APPENDIX C JOB TITLE FROM A JOB TITLE UNDER THE CORE AGREEMENT**

The Company, at its discretion, may offer employees identified as surplus under the Core Agreement jobs in Appendix C job titles through the Core Agreement force adjustment/surplus process. Any job offer to a job title within Appendix C will meet the commitment of a guaranteed job offer under the Core Agreement. Surplus employees who refuse such offers will be treated under the same terms and conditions as other employees who refuse a job offer under the Core Agreement.



The terms and conditions of Appendix C will apply to surplus employees who accept a position within Appendix C. If a surplus employee accepts a position in Appendix C, and the employee's current weekly rate of pay is above the maximum weekly wage rate for the new title, there will be no change in the employee's rate of pay until the weekly rate of pay in the new job title exceeds the employee's weekly rate of pay at the time of the transfer. If, however, the employee's current weekly pay is at or below the maximum weekly wage rate for the new Appendix C title, the employee will be placed on the lowest step of the new wage schedule that will not result in a wage reduction.

III. TREATMENT OF EMPLOYEES WHO VOLUNTARILY MOVE FROM A JOB TITLE IN APPENDIX C

Regular full-time employees in Appendix C job titles are eligible to transfer to a position under the Core Agreement once they have reached at least thirty (30) months time in title (unless waived by the Company) and have satisfactory attendance and work performance, using the AT&T Staffing Process. All requirements of the AT&T Staffing Process are applicable for such transfers, including, but not limited to, eligibility requirements, in addition to any additional eligibility requirements provided for under this Memorandum.

IV. TREATMENT OF SURPLUS EMPLOYEES COVERED BY THE GLOBAL SERVICES AGREEMENT WHO MOVE TO A JOB TITLE IN APPENDIX C

The Company, at its discretion, may offer employees identified for layoff under the Global Services Agreement jobs in Appendix C job titles through the force adjustment/surplus process provided in those Agreements.

The terms and conditions of Appendix C will apply to the Global Services layoff employees who accept a position within Appendix C. Regarding wages, if the employee's current weekly rate of pay is above the maximum weekly wage rate for the new Appendix C title, there will be no change in the employee's rate of pay until the weekly rate of pay in the new job title exceeds the employee's weekly rate of pay. If, however, the employee's current weekly pay is at or below the maximum weekly wage rate for the new Appendix C title, the employee will be placed on the lowest step of the new wage schedule that will not result in a wage reduction.

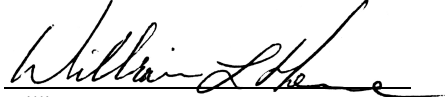
V. TREATMENT OF EMPLOYEES WHO VOLUNTARILY MOVE INTO AN APPENDIX C JOB TITLE

For situations not covered by Sections I, II, III or IV of this Memorandum of Agreement, employees performing work in Appendix C, including but not limited to employees who voluntarily move into a job title in Appendix C, shall receive benefits while an active employee covered by Appendix C under the terms, conditions and provisions as are currently and in the future provided under Section I of this Memorandum.

This Memorandum of Agreement shall remain in effect through the term of the 2013 Collective Bargaining Agreement.

**AGREED:**

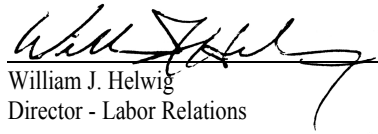
**FOR THE UNION:**



William L. Henne  
Vice-President and Assistant Business Manager  
International Brotherhood of Electrical Workers  
Local Union 21

June 23, 2013 \_\_\_\_\_  
Date

**FOR THE COMPANY:**



William J. Helwig  
Director - Labor Relations

June 23, 2013 \_\_\_\_\_  
Date

**MEMORANDUM OF AGREEMENT  
REGARDING  
ECONOMIC PROTECTION FOLLOWING PLACEMENT INTO APPENDIX C OF  
SURPLUS CORE EMPLOYEES AND GLOBAL SERVICES EMPLOYEES  
IDENTIFIED FOR LAYOFF**

AT&T Teleholdings, Inc. d/b/a AT&T Midwest, Illinois Bell Telephone Company, Indiana Bell Telephone Company, and AT&T Services, Inc. (collectively “the Company”) and Local Union No. 21 of the International Brotherhood of Electrical Workers (“IBEW” or “the Union”) hereby agree to the following terms with respect to the continued application of specified terms of the 2013 Collective Bargaining Agreement between the IBEW and the Company (the “Core Agreement”), and Appendix D of the 2013 Core Agreement between the IBEW and SBC Global Services, Inc. (the “Global Services Agreement”) (collectively referred to as “Labor Agreements”) when surplus employees under the Core Agreement and/or employees identified for layoff under the Global Services Agreement are involuntarily moved into job titles covered by Appendix C:

I. ECONOMIC PROTECTIONS FOR SURPLUS EMPLOYEES FROM THE CORE AGREEMENT

When surplus employees from the Core Agreement are placed into positions in Appendix C as a result of surplus procedures contained in the Core Agreement as applied in accordance with the Memorandum of Agreement Regarding Force Movement of Employees and Employee Benefit Treatment, the following provisions of the Core Agreement shall continue to apply to such employees in lieu of any otherwise applicable provisions of Appendix C while they remain in the position in which they are placed:

- A. Overtime and premium pay pursuant to sections 17.13 through 17.20;
- B. Personal illness treatment pursuant to section 20.04;
- C. Shift and differential treatment pursuant to sections 21.01 through 21.03;
- D. Recognized holidays pursuant to sections 23.01 through 23.12;
- E. Excused work days pursuant to sections 24.01 through 24.05; and
- F. Vacation pursuant to sections 25.01 through 25.14.

II. ECONOMIC PROTECTIONS FOR EMPLOYEES SELECTED TO BE LAID OFF FROM THE GLOBAL SERVICES AGREEMENT

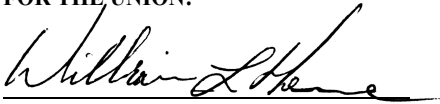
When employees from the Global Services Agreement are placed into positions in Appendix C as a result of transfer procedures contained in the Global Services Agreement as applied in accordance with the Memorandum of Agreement Regarding Force Movement of Employees and Employee Benefit Treatment, the following provisions of the Global Services Agreement shall apply to such employees in lieu of otherwise applicable provisions of Appendix C while they remain in the position in which they are placed:

- A. Shift Differential pursuant to Article 11, Section 1;
- B. Overtime pursuant to Article 11;
- C. Recognized Holidays pursuant to Article 18 Section 1 - 3;
- D. Vacations pursuant to Article 16, Sections 1-5; and
- E. Excused work days pursuant to Article 17, Sections 1-4.

This Memorandum of Agreement shall remain in effect through the term of the 2013 Collective Bargaining Agreement.

**AGREED:**

**FOR THE UNION:**

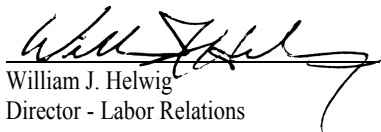


William L. Henne  
Vice-President and Assistant Business Manager  
International Brotherhood of Electrical Workers  
Local Union 21

June 23, 2013

Date

**FOR THE COMPANY:**



William J. Helwig  
Director - Labor Relations

June 23, 2013

Date

**MEMORANDUM OF AGREEMENT**

**REGARDING EMPLOYMENT CLASSIFICATIONS BASED UPON  
ENTRY INTO APPENDIX C**

AT&T Teleholdings, Inc. d/b/a AT&T Midwest, Illinois Bell Telephone Company, Indiana Bell Telephone Company, and AT&T Services, Inc. (collectively “the Company”) and Local Union No. 21 of the International Brotherhood of Electrical Workers (“IBEW” or “the Union”) and hereby agree to the following terms with respect to the employment classifications of employees upon commencement of positions within Appendix C to the 2013 Collective Bargaining Agreement between the IBEW and the Company (the “Core Agreement”) which shall depend, for the term of this Memorandum of Agreement (“Memorandum”), upon the circumstances under which such employees enter into Appendix C, as described herein:

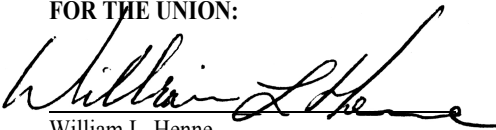
1. Surplus employees from the Core Agreement who accept job offers as a result of surplus procedures contained in the Core Agreement, as applied in accordance with the Memorandum of Agreement Regarding Force Movement of Employees (“Movement Memo”), shall be placed into positions in Appendix C as Regular Employees.

2. Employees identified for layoff from Appendix D of the 2013 Core Agreement between the IBEW and SBC Global Services, Inc. as extended (the “Global Services Agreement”) who are placed into positions in Appendix C as a result of transfer procedures contained in the Global Services Agreement as applied in accordance with the Movement Memo shall be placed in positions classified as Regular Employees.

This Memorandum of Agreement shall remain in effect through the term of the 2013 Collective Bargaining Agreement.

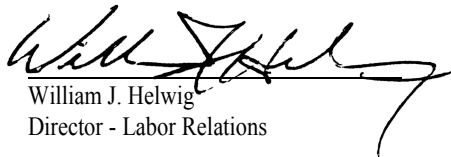
**AGREED:**

**FOR THE UNION:**

  
William L. Henne  
Vice-President and Assistant Business Manager  
International Brotherhood of Electrical Workers  
Local Union 21

June 23, 2013  
Date

**FOR THE COMPANY:**

  
William J. Helwig  
Director - Labor Relations

June 23, 2013  
Date

**MEMORANDUM OF AGREEMENT**  
**REGARDING**  
**GUARANTEED WEEKEND OFF**

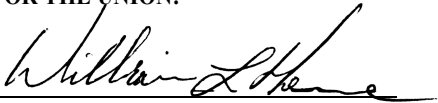
This Memorandum of Agreement covers the understanding reached between the Company and the Union concerning required overtime in the job title of Premises Technician in Appendix C.

The Company agrees that employees in the Premises Technician job title will be guaranteed one (1) weekend off per month. This requirement shall not pertain in cases of emergency or when an employee agrees to overtime assignments in excess of this limitation.

This Memorandum of Agreement will remain in effect through the term of the 2013 Collective Bargaining Agreement between the parties.


**AGREED:**

**FOR THE UNION:**

  
\_\_\_\_\_  
William L. Henne  
Vice-President and Assistant Business Manager  
International Brotherhood of Electrical Workers  
Local Union 21

June 23, 2013  
Date

**FOR THE COMPANY:**

  
\_\_\_\_\_  
William J. Helwig  
Director - Labor Relations

June 23, 2013  
Date

**MEMORANDUM OF AGREEMENT**  
**SURPLUS OF PREMISES TECHNICIAN**

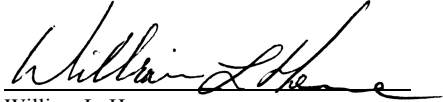
This Memorandum of Agreement ("MOA") covers understandings reached between the Company and the Union regarding the job title Premises Technician when a Surplus is declared.

A Premises Technician scheduled to be laid off in accordance with the provisions of Appendix C, Section 7.03 shall for a minimum of two weeks prior to layoff, be allowed to submit the required form(s) to Staffing in an effort to be matched to available open positions for which they are qualified, in the appropriate order of consideration.

This Memorandum of Agreement will expire at the end of the 2013 Collective Bargaining Agreement between the Parties, unless the Parties mutually agree to extend.

**AGREED:**


**FOR THE UNION:**



William L. Henne  
Vice-President and Assistant Business Manager  
International Brotherhood of Electrical Workers  
Local Union 21

June 23, 2013  
Date

**FOR THE COMPANY:**



William J. Helwig  
Director - Labor Relations

June 23, 2013  
Date

June 23, 2013

Mr. William Henne  
Vice President/Assistant Business Manager  
International Brotherhood of Electrical Workers Local Union 21  
1307 Butterfield Road, Suite 422  
Downers Grove, IL 60515

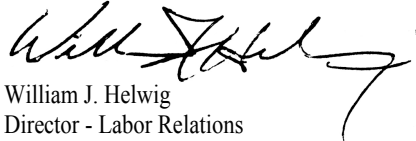
Dear Mr. Henne:

This letter reaffirms the understanding reached by the Company and the Union during the 2006 Premises Technician negotiations regarding employees that participate under the Home Garaging program.

The Company is interested in the efficiencies of the Home Garaging program, but also sees operational value in requiring employees to report to a common location on a periodic basis in order to address them concerning common issues. The Company will therefore assign Premises Technicians to report to their assigned garage location at least one time each month. The Company will give the Union advance notice of such reporting times and locations so that it will have the opportunity to arrange its own meetings with its members prior to the start of their shifts.

This Letter of Agreement will remain in effect through the term of the Memorandum of Agreement – Appendix C.

Sincerely,



William J. Helwig  
Director - Labor Relations



**MEMORANDUM OF AGREEMENT**  
**GUARANTEED PERSONAL TIME OFF**

The Company is sensitive to our employees' personal responsibilities and in an effort to accommodate employees in this area, the Company and the Union have mutually agreed to the following provisions regarding an employee's guaranteed unscheduled time off.

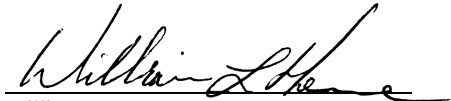
An employee will be allowed, on request, to take off one (1) of his or her single days (Floating Holiday, Personal Day Off or a day-at-a-time Vacation Day) per year except during the months of June, July or August. This day may be taken in half (½) day increments. One (1) person per work group, per day, (for work groups of less than 100 employees) or 1 person per 100 employees (for work groups larger than 100 employees), will be allowed off unless otherwise mutually agreed locally. Eligibility requirements for Personal Days Off and day-at-a-time Vacation are set forth in Appendix C, Section 4 of the 2013 Collective Bargaining Agreement.

The time off identified above may not be taken on a Company Recognized Holiday and may only be utilized Monday through Friday.

This Memorandum of Agreement will remain in effect through the term of the 2013 Collective Bargaining Agreement between the Parties.

**AGREED:**

**FOR THE UNION:**



William L. Henne  
Vice-President and Assistant Business Manager  
International Brotherhood of Electrical Workers  
Local Union 21

June 23, 2013  
Date

**FOR THE COMPANY:**



William J. Helwig  
Director - Labor Relations

June 23, 2013  
Date



# APPENDIX D



**AGREEMENT**

**BETWEEN**

**SBC GLOBAL SERVICES, INC.,**

**AND**

**INTERNATIONAL BROTHERHOOD  
OF ELECTRICAL WORKERS**

**LOCAL UNION 21**



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## **AGREEMENT**

THIS AGREEMENT is made and entered into this 23rd day of June 2013 by and between SBC Global Services, Inc., hereinafter called the "Company" and LOCAL UNION 21 INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, (I.B.E.W.) AFL/CIO, hereinafter called the "Union".

### **WITNESSETH**

WHEREAS, the parties hereto desire to establish a standard of conditions under which the employees shall work for the Company and to provide for rates of pay, hours of work and other conditions of employment for such employees during the term of this Agreement;

WHEREAS, the purpose of this Agreement shall be to promote harmony in company-employee relations and to assist in the stabilization of the industry by education and cooperation;

WHEREAS, in order to provide the maximum opportunities for continuing employment, good working conditions and better wages for the employee, and to provide the services of this industry to the public at a fair and just price, the Company must be in a position to compete favorably with the various segments of the market for business communications, electronics and sound industry. To these ends this Agreement is made.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:



## ARTICLE 1

### Union Recognition - Union Security - Bargaining Unit

**Section 1.** The Company recognizes the right of its employees to organize and bargain collectively through representatives of their own choosing. Local Union 21 of the International Brotherhood of Electrical Workers (I.B.E.W.) is hereby recognized as the exclusive bargaining representative for all employees of the Company engaged in the work covered by the terms of this Agreement in Lake and Porter counties, Indiana, and in the State of Illinois, except in the County of Cook.

**Section 2.** Employees covered by the terms of this Agreement shall, as a condition of employment, be members of the Union and pay periodic dues to the Union or pay amounts equal to periodic dues applicable to members of the Union for the period of this Agreement, or in the case of employees entering into the bargaining unit after the effective date, on or before the thirty-first (31st) day of such entrance, until the termination of this Agreement. This paragraph shall not apply in states where prohibited by law.

The Company will furnish the Union with the names of all new employees hired within three (3) working days. The notification shall state the employee's name, date of hire, hourly rate of pay, the job assignment and reporting location. Any inadvertent failure to do so shall not be considered a breach of this Agreement.

**Section 3.** All employees hired by the Company to normally work at least forty (40) hours per week, shall for a period of six (6) months from the date of hire, be deemed to be a probationary employee and the Company may, during this probationary period, discharge such employee for any reason.

Granting that the employee is retained after the completion of the six (6) month employee probationary period, the employee shall be classified as a regular employee, except as provided in Exhibit B Section 2 of this Agreement. All provisions of this Agreement shall apply to probationary employees.

The Company shall provide the Union with complete information defining all consideration and credit given newly hired employees for previous training and experience. It shall be the responsibility of the Company to secure and investigate the veracity of such information. New employees may be placed on any step of the wage progression schedule depending on prior experience and education as they relate to the assigned work classification. After six (6) months of satisfactory employment the employee shall advance to the next wage step of his/her job title, and shall continue to proceed with satisfactory performance at six (6) month intervals until the top of the employee's wage schedule is reached, in accordance with the Agreement.

**Section 4.** The bargaining unit covered by this Agreement shall consist of employees with the job title of Technician.

**Section 5.** No employee covered by this Agreement shall be subject to any form of discipline if he/she exercises his/her right to honor a lawful picket line.

**Section 6.** Hiring. It is the intention of the parties to cooperate in the matter of securing competent employees whenever a vacancy occurs or the staff of employees is to be increased.

**Section 7.** The Company shall make collection of Union dues or equivalent and initiation fees through payroll deductions upon receipt of a properly executed authorization signed by the employee for whom the deductions are to be made and shall pay over to the Union each month the total amount thus deducted from all employees. Dues deductions will be forwarded by the 15th of the month following the month collected to the appropriate address as authorized by the Union. The remittance check will be supplemented with information reflecting name, work location and wage rate for each employee. The Union assumes full responsibility for the disposition of the moneys so deducted once they have been forwarded to the Union.

## **ARTICLE 2**

### **Scope of Work**

**Section 1.** This Agreement covers all employees of the Company, engaged in the installation, maintenance, repair and service of business communications, electronics and sound equipment.

## **ARTICLE 3**

### **Non-Discrimination**

**Section 1.** In a desire to restate their respective policies, neither the Company nor the Union shall unlawfully discriminate against any employee because of such employee's race, color, religion, sex, age, sexual orientation or national origin, or because the employee is an individual with a disability, disabled veteran, or a veteran of the Vietnam era or other protected classification recognized by applicable Federal, State or local law.

**Section 2.** The use of the masculine or feminine gender, or any titles which connote gender in this Agreement, shall be construed as including both genders and not as a sex limitation.

## ARTICLE 4

### Right of Access - Stewards

**Section 1.** The duly authorized representatives of either party, if having in their possession proper credentials, shall be permitted to visit jobs during working hours to interview the Company or the employees, but they shall in no way interfere with the progress of the work.

**Section 2.** The Business Manager of the Union shall have the right to appoint a Steward, at his/her discretion, to any job where employees are employed under the terms of this Agreement. The Business Manager of the Union shall also have the right to remove a Steward for cause and appoint a successor. Such Stewards shall see that the terms and provisions of this Agreement are being observed at all times. They shall be allowed sufficient time by the Company to attend to their Union duties as such. However, this shall not be construed as requiring the Company to place a non-working steward on any job. Under no circumstances shall Stewards be discriminated against for the faithful performance of their duties as such.

**Section 3.** Stewards shall in no case cause a stoppage of work. In any case of trouble on the job which they cannot adjust with the Company, they must refer such matters to the Business Manager or his/her designated representative of the Union.

**Section 4.** The Steward is to remain employed while three (3) or more employees are employed therein, unless good cause is shown to justify his/her removal. The Steward shall support Company safety programs.

**Section 5.** It is understood that a job shall mean any building or group of directly related buildings located in the same area on which the Company is performing the work.

## ARTICLE 5

### Management Rights - Union Rights

**Section 1.** The management of the Company's business and the direction of the working force, including the right to plan, hire, suspend, or discharge for just cause, transfer or relieve employees from duty because of lack of work or other legitimate reasons; the right to study and introduce new or improved methods of operations or facilities; the right to establish, direct and maintain rules and regulations covering work operations are vested exclusively in the Company; provided however, that these rights shall not be exercised in violation of any of the other terms and provisions of this Agreement.

**Section 2.** The Company acknowledges the Union's right to discipline its members for violation of its laws, rules and agreements.

## ARTICLE 6

### No Strike or Lockout

**Section 1.** The Union agrees that it will not authorize a work stoppage or strike and the Company agrees that it will not engage in a lockout because of any proposed changes in this Agreement or disputes relating to this Agreement.

**Section 2.** The Union further agrees that it will take reasonable means which are within its powers to induce employee(s) engaged in a work stoppage or strike in violation of this Agreement to return to work. There shall be no responsibility on the part of either party, its officers, representatives or affiliates for any lockout, strike or other interruption of work, unless it can be shown that either party, by its actions or inactions, causes a violation of this Section. All questions, disputes or controversies arising hereunder during the term of this Agreement shall be settled and determined solely and exclusively by the conciliation and arbitration procedures provided in this Agreement.

## ARTICLE 7

### Grievance Procedure and Arbitration

**Section 1.** Should any difference arise between the Company and the Union or the employees with respect to the meaning and application of the provisions of the Agreement, or should trouble of any kind arise in the shop resulting from an alleged violation of this Agreement, an earnest effort shall be made to settle such differences immediately in the following manner:

**Step 1.** A Grievance shall be submitted in writing to the manager. Step 1 shall be between the steward and/or the aggrieved employee and the manager. If no agreement is reached at the Step 1 meeting, then the grievance shall be reduced to writing within ten (10) working days and signed by either the aggrieved employee or the steward. Failure to submit a written grievance within ten (10) working days shall constitute a permanent bar to further action on such grievance.

**Step 2.** A meeting shall be held as soon as convenient not to exceed ten (10) working days after receipt of the grievance between the Business Manager of the Union or his/her assistant and such Company representatives as the Company may designate. The Company shall inform the Union of its official representative for the grievance. The Company must give a decision within five (5) working days after the Step 2 meeting.

**Step 3.** Should the parties fail to reach an agreement at Step 2, the Union may refer the issue to the Company's appropriate Director - Labor Relations or designee, as appropriate, within ten (10) working days of the issuance of the Company's Step 2 decision. The third step meeting shall be held as soon as convenient, but not to exceed ten (10) working days after the Company's receipt of the Union's request for the third step meeting.

**Section 2.** Should the parties fail to reach an agreement, the issue may be referred to neutral arbitration by either party, the request to submit the matter to arbitration must be in writing and received not later than ten (10) working days after the Step 3 decision. Such arbitrator shall be selected in accordance with the rules of the Federal Mediation and Conciliation Service (FMCS) then in effect. The arbitrator shall have no power to amend, add to, subtract from, or change the terms of this Agreement with regard to grievances arising under this Article, and shall be authorized only to interpret the existing provisions of this Agreement and apply them to the specific facts of the grievance or dispute. The decision of the arbitrator within the limits herein prescribed shall be final and binding on all parties to the dispute, including the employee or employees involved.

**Section 3.** The fee of the arbitrator shall be borne equally by the Company and the Union. No other joint expense shall be incurred except by mutual agreement of the parties.

**Section 4.** Days referred to in this Article shall mean work days, except Saturday, Sunday and Holidays and extension to the time limits may be granted if the request is in writing and mutually agreeable to both parties.

**Section 5.** Upon mutual agreement between the parties, any step of the Grievance Procedure may be waived for a specific grievance.

**Section 6.** Discussion or Settlement of Grievance:

- (a) Any individual employee or group of employees shall have the right to present grievances directly to the Company and to have such grievances adjusted, without the intervention of the Union, so long as the adjustment is not inconsistent with the terms of this Agreement, and provided that the Union has been given an opportunity to be present at such adjustment.
- (b) After an employee or employees have referred a grievance to the Union and the Union advises the Company that the Union will present the grievance on behalf of that employee or employees, the Company will not discuss or adjust such grievance directly with said employee or employees.
- (c) The Company and the Union recognize the right of each other to investigate the circumstances surrounding any grievance and agree to cooperate in such investigation.

## ARTICLE 8

### Types of Employees

**Section 1.** All employees who are employed for and normally scheduled to work forty (40) or more hours per week shall be classified as "Regular Employees" provided they have completed the probationary period except Trainees that are considered as temporary employees, as provided in Exhibit B Section 2 of this Agreement.

## ARTICLE 9

### Net Credited Service & Seniority

**Section 1.** Net Credited Service (NCS) shall mean "term of employment" as set forth in the pension plan applicable to employees covered by this Agreement. For purposes of this Agreement, "seniority" shall mean the same as Net Credited Service.

**Section 2.** All new employees shall be considered on probation for the first six (6) months of employment. During this probationary period, the Company shall have the right to discharge a probationary employee and the Company action shall not be subject to the arbitration provision of this Agreement.

**Section 3.** Seniority shall apply to layoffs, recalls, movement through the wage schedule with satisfactory performance, selection of shifts and vacation scheduling. Where two (2) or more employees have the same Net Credited Service, the employee with the lowest last four (4) digits of social security number shall be considered the most senior.

**Section 4.** On a quarterly basis, the Company shall provide a list including the employee's name, Net Credited Service date and rate of pay to the Union Business Manager. The Union Business Manager may request, in writing, a summary sheet of a designated weekly payroll listing hours worked and wages paid. The Company shall provide same in a reasonable time.

**Section 5.** An employee's Net Credited Service shall be terminated upon the employee leaving the employ of the Company, whether it is on a voluntary or involuntary basis. An employee being laid off shall retain the amount of Net Credited Service earned at the time of layoff for a period of one year from the date of layoff.

**Section 6.** All regular employees with one (1) or more years of Net Credited Service may be granted a personal leave of absence or Union leave of absence without pay. Leaves of absence for personal reasons must be requested thirty (30) days in advance and the Company will give consideration for approval of the leave, taking into account the cause for the request and work requirements. A Union leave of absence granted an employee who has accepted a position with the Union shall not exceed three (3) years. An extension may be granted by the Company upon a written request from the employee and the Union.

**Section 7.** Any employee shall, upon returning from a leave of absence, be reinstated on the same or similar job subject to the Net Credited Service and associated provisions of this Agreement and provided that the employee has the physical and mental fitness and capacity to perform the work available.

## ARTICLE 10

### Layoffs and Recalls - Transfers

**Section 1.** Layoffs of employees because of lack of work and recalls shall be made in accordance with the following provisions:

- (a) Employees who are probationary shall be laid off first.
- (b) Thereafter, employees shall be laid off in the inverse order of their Net Credited Service within the affected classification, (Trainee or Journeyman) by the type of work they are normally assigned (installation, maintenance/mac), within the affected Wage Zone.
- (c) The foregoing provisions of the Section need not apply if the application thereof would require the Employer to lay off an employee or employees possessed of essential skill necessary to perform the work available, not possessed by an employee with greater Net Credited Service.
- (d) Employees covered by this Agreement shall not be laid off as long as the Employer has detailed employees into this bargaining unit from another bargaining unit, not represented by the terms of this Agreement, unless mutually agreed upon by the Union and Company on a case-by-case basis.
- (e) In order to expedite the processing of layoffs and to ensure that layoffs are in accordance with this Section, the Company shall notify the Union of the layoff in writing prior to employee notification. All non-probationary employees included in the layoff shall be advised that they are being laid off seven (7) calendar days before the layoff commences. Any non-probationary employee who believes the layoff is incorrect shall immediately contact the business representatives of the Local Union.

**Section 2.** When adding to the forces, those inactive non-probationary employees most recently laid off because of curtailment of work shall be the first to be recalled if they are available and, if they have previously performed and are still qualified to perform the work available.

In most cases of recall, employees laid off less than twelve (12) months shall be notified to return to work in accordance with their Net Credited Service by telephone or by certified mail or telegram forwarded to their last known address appearing on the Employer's records. Such employee shall be considered to have voluntarily quit employment if they fail to notify the Company within forty-eight (48) hours after notice is given by telephone or certified mail, or telegram, and report to work within the next forty-eight (48) hours.

**Section 3.** An employee laid off in violation of this Article shall be entitled to reinstatement and compensation for wages lost due to the improper layoff, provided a verbal grievance is filed within three (3) working days of the layoff notice.

Any employee laid off in violation of the foregoing rules shall be entitled to reinstatement and to compensation for wages lost because of the improper layoff. In the event the Company does not know at the time of layoff that the rule was being violated and it is later found to be the case, then in that event restitution shall be limited to two (2) day's wages in addition to the reinstatement of the employee. The Company shall not be privileged to change the improper layoff to a discharge as a means of avoiding its obligation in the case of the improper layoff.

**Section 4.** A temporary layoff not to exceed three (3) working days may be given, without advance notice, without regard to Section 3, to non-probationary employees in the event that work progress on a job is stopped because of inclement weather, lack of materials or interference by other trades. A temporary layoff, properly anticipated to be for more than three (3) consecutive working days or continuing beyond three (3) consecutive working days may be made in accordance with the provisions of Section 1 of this Article.

**Section 5.** Employees laid off pursuant to this Agreement will be paid a layoff allowance based on their seniority and their base weekly wage rate in effect at the time of the layoff, in accordance with the following:

LENGTH OF SERVICE	LAYOFF ALLOWANCE
0 - 23 Months	1 week of pay
24 - 47 Months	2 weeks of pay
48 - 59 Months	3 weeks of pay
60 Months or more	4 weeks of pay

- (a) Layoff allowances shall, at the employee's option, be paid as follows: (1) The total amount calculated above shall be paid as a lump sum within sixty (60) days after the employee has left service; or (2) the total amount calculated above shall be paid as a lump sum within sixty (60) days after start of the following calendar year.
- (b) An employee who has left the service of the Company and who has received a layoff allowance and who is employed or reemployed by any of the companies referred to in paragraph (d) below will be treated as follows: If the number of weeks from the effective date of leaving service to the date of employment or reemployment is less than the number of weeks' pay upon which the layoff allowance was based, exclusive of any payment in lieu of vacation, the amount paid to the employee for the excess number of weeks shall be considered as an advance to the employee by the Company and repayment shall be made as a lump sum or through authorized payroll deductions at the rate of fifteen percent (15%) of the employee's basic weekly wage rate until the amount of excess is repaid.



- (c) A re-engaged employee who has received a layoff allowance and who is again laid off will be paid the difference between the computed payment to which he or she is eligible and the net amount of any payment(s) which he or she may have received due to any previous layoff(s).
- (d) The provisions of this Section 5 do not apply in the case of an employee leaving service voluntarily (except as provided in this paragraph (d)), an employee on a leave of absence or an employee transferred to any other AT&T Company. The Company may, at its discretion, allow a volunteer not included in the layoff to take the place of an employee to be laid off and receive the layoff allowance, provided that the remaining employee replaces the departing volunteer at the volunteer's location.

## ARTICLE 11

### Hours of Work - Overtime - Stand By

**Section 1.** The regular work day for employees assigned to installations shall consist of eight (8) hours reckoned between 8:00 a.m. and 5:00 p.m., Monday through Friday. The hours may be modified by not more than two (2) hours before 8:00 a.m. or one (1) hour after 5:00 p.m. The regular work day for an employee assigned to maintenance shall be 8:00 a.m. and 5:00 p.m. unless the customer shift hours are different, and then, the shift hours may be modified by not more than two (2) hours before 8:00 a.m. or one (1) hour after 5:00 p.m., Monday through Saturday, except when a Recognized Holiday intervenes.

The second shift (swing shift) shall be worked between the hours of 4:00 p.m. and 12:00 a.m. Employees on the "swing shift" shall receive eight (8) hours pay at the regular hourly wage rate plus ten percent (10%) for seven and one-half (7 ½) hours of work. Shift hours may be modified by not more than one (1) hour (earlier or later).

The third shift (graveyard shift) shall be worked between the hours of 12:00 a.m. and 8:00 a.m. Employees on the "graveyard shift" shall receive eight (8) hours pay at the regular hourly wage rate plus 15% for seven (7) hours of work. Shift hours may be modified by not more than (1) hour (earlier or later).

A non-paid lunch period of thirty (30) minutes shall be allowed on each shift. Employees shall not work through the lunch period except as specifically authorized by his/her manager.

All overtime work required after the completion of a regular shift shall be paid at one and one-half (1 ½) times the regular hourly wage rate, including the applicable differential. There shall be no pyramiding of overtime rates and two (2) times the regular hourly wage rate, including the applicable differential shall be the maximum compensation for any hour worked.

There shall be no requirements for a day shift when either the second or third shift is worked.

**Section 2.** Employees shall have the responsibility to work a reasonable amount of overtime. The Company has the right to assign and equitably distribute overtime. All overtime work must be with the authority of the Company. Employees shall be paid at a rate of one and one-half (1 ½) times the regular hourly wage rate, including the applicable differential for all authorized work performed:

- (a) In excess of eight (8) hours in any one (1) day.
- (b) For all "call-out" prior to the employee's regularly scheduled starting time.
- (c) For all installation work performed on Saturday.

**Section 3.** Two (2) times the employee's regular hourly wage rate, including applicable differential shall be paid for all work performed on Sundays and the following Recognized Holidays unless definitely stated otherwise on certain specified work: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, or days celebrated as such and the floating holiday.

For the purpose of crediting time not worked towards an employee's eligibility for overtime payments, only the following absences during a scheduled shift shall be considered:

- Death in the Family (Article 15)
- Jury Duty (Article 15)
- Travel Time at the Company's Request
- Authorized Attendance at approved Joint Company/Union Meetings
- Vacation Weeks or Days
- Recognized Holidays
- Excused Work Days.

**Section 4.** Employees with the necessary skills who volunteer for stand-by duty may be required to remain in contact with the Company outside of scheduled hours by use of the pager or other communication device. The requirements to remain in contact with the Company will be rotated among all qualified employees who volunteer in the work group. If there is an insufficient number of volunteers, the Company may assign stand-by duty to employees who have the skills required. Standby duty may be assigned for a calendar week (Sunday through Saturday) or for a weekend (close of business Friday until the opening of business on Monday). Employees on stand-by duty for a calendar week shall be paid an amount equal to eight (8) hours of pay at the regular hourly wage rate. Employees on stand-by duty for a weekend shall be paid an amount equal to four (4) hours of pay at the regular hourly wage rate. Employees actually called out will be eligible for call-out payments as provided for in Article 11, Section 5.

**Section 5.** Call-Out Payments. An employee called at home and required to report to work outside their normal working hours (before or after a scheduled tour, on a non-scheduled day, or Recognized Holiday) shall be paid for all time worked, including a reasonable amount of travel time going to and from home, at one and one-half (1 ½) times the regular hourly wage rate. The time thus paid, including travel time, shall not be less than two (2) hours at one and one-half (1 ½) times the regular hourly wage rate. Out of hours calls made to employees not on stand-by

duty shall be paid a minimum of thirty (30) minutes at one and one-half (1 ½) times the regular hourly wage rate.

**Section 6.** To facilitate meeting customer requirements, the Company may establish and schedule second and third shifts. An employee must be notified of a change in shift hours at least seventy-two (72) hours prior to the shift change.

**Section 7.** An employee reporting for work during a scheduled work day, without previous notice to the contrary, and who is not permitted to commence work or only works a portion of the first section of the shift, shall be guaranteed four (4) hours work or four (4) hours pay. When the work extends into any portion of the second section of the shift the employee shall be guaranteed eight (8) hours work or eight (8) hours pay.

This section shall not apply to cases beyond the Company's control such as fires, accidents, storms, floods, power failure, or acts of God in which case no guarantee of minimum pay or work shall apply.

**Section 8.** No transportation expense or traveling time, before or after working hours, shall be paid to Employees for traveling to or from any job within the assigned reporting area, as agreed to between the Company and the Union. (See Exhibit A for assignment reporting areas.)

**Section 9.** When the employees are sent to work outside their reporting area, as agreed to between the Company and the Union, all transportation expenses must be paid by the Company and lodging expense must be paid by the Company if employees are required to remain away from home overnight. A daily allowance of thirty-five dollars (\$35.00) will be provided to employees to cover miscellaneous expenses (meals, phone, laundry, etc.) while away overnight. The daily allowance for Saturdays, Sundays and Recognized Holidays will be thirty-eight dollars (\$38.00). Employees who are assigned outside of the reporting area shall be paid mileage and the appropriate rate for all hours traveled beyond the normal reporting area. Mileage will not be paid when Company transportation or a Company vehicle is provided. The Company shall pay reasonable travel time and authorized common carrier expense to and from a training or work assignment, not to exceed eight (8) hours in a twenty-four (24) hour period. Overtime and double time rates will apply depending upon the day and time of travel as covered by the Agreement.

**Section 10.** There shall be no pyramiding of overtime.

## ARTICLE 12

### Wages

**Section 1.** The minimum wage rates for employees covered by this Agreement are set forth in Exhibit B.

**Section 2.** The general description of work to be performed by classification and skill necessary to perform same is outlined below:

#### **Trainee:**

Trainees may have experience in work covered by this Agreement or they may be unskilled at the time of employment. They shall perform elemental and semi-skilled work such as pulling cable and terminating blocks under the immediate direction of a Journeyman Technician at a ratio of no more than three (3) trainees per each Journeyman at any one jobsite.

Beginning with the 25th month of their Trainee wage schedule, qualified Trainees will be allowed to work without the immediate supervision of a Journeyman, but will not be in a lead position and have no responsibility for work standards and conformance, which will rest with a consulting Journeyman said Trainee will report to.

#### **Journeyman:**

Skilled Technicians having experience and displaying proficiency on all work specified in Article II and who by knowledge, experience, training and ability is capable of performing without supervision all the work necessary for the installation, operation, maintenance, repair and service of all business communications, electronic and sound equipment. It is the responsibility of the Journeyman to see that all work is installed in good mechanical and workmanlike manner. Work must meet all requirements and specifications.

**Section 3.** Wages shall be paid bi-weekly by check during scheduled working hours or by mail on each Friday following the close of the pay period, except on occasions beyond the Company's control.

**Section 4.** The ratio of Trainees to Journeyman shall not exceed three (3) Trainees of less than twenty-five (25) month wages to one (1) Journeyman on any job for installation and no more than one (1) Trainee to every two (2) Journeymen in the Company. Under no circumstances shall a Trainee with twenty-five (25) or more months on the wage schedule be considered a Journeyman for purposes of this ratio.

## ARTICLE 13

### Automobile Allowance

**Section 1.** The Company shall not be responsible for employee transportation from home to job or from job to home.

**Section 2.** The employee shall be assigned and report to a Company report location or job site within the reporting area unless otherwise notified by the Company.

**Section 3.** Employee shall be required to provide his/her own transportation for Company business. The Company shall reimburse the employee for all appropriate receipted expenses such as toll charges and parking. The employee shall receive reimbursement for authorized use of his/her personal vehicle at the rate approved by the Internal Revenue Service (IRS) of the United States as a business use deduction. In the event the IRS increases the standard mileage rate allowable as a business use deduction from gross income during the term of this Agreement, the Company shall increase the amount of reimbursement accordingly, effective on the first of the month following the effective date of the change by the IRS. In addition, employees shall receive an auto allowance of four dollars (\$4.00) for each move, provided the move is not to a directly related building in the same area.

**Section 4.** No employee shall be required to transport Company material to and/or from the job in his/her personal vehicle.

**Section 5.** The employee shall maintain automobile insurance coverage against normal risks and in such amounts as may be required for normal operation of the vehicle.

**Section 6.** Nothing in this Article shall exclude the Company from the responsibility for loss resulting from collision, property damage and personal liability which may be incurred while the employee's vehicle is being used for Company business.

## ARTICLE 14

### School Sessions

**Section 1.** The Company is aware of the frequent modifications and technical changes in models and equipment and the interest and necessity of the conscientious technician to keep current with all changes and modifications. The Company agrees to pay all tuition fees and for attendance at such authorized training sessions during scheduled training hours at the employee's basic wage rate plus differential, when appropriate. The Company shall select the employee to receive such training. When selecting such employee, the Company shall consider the employee's ability and Net Credited Service. The training period shall be considered as time worked in computing the eight (8) hour workday for overtime purposes. The Company agrees that Technicians will be properly instructed to perform the necessary work on new types of equipment.

**Section 2.** Employees shall not be required to travel to schooling on weekends unless such travel is required to meet the schooling start times. If the employees travel on the weekend, such travel shall be on consecutive days with the actual training dates.

## ARTICLE 15

### Treatment of Time Not Worked

**Section 1.** In the event of death in the immediate family of an employee, the employee may be granted time off from work with pay, up to three (3) work days, to handle family affairs and attend the funeral. For this purpose, the immediate family is defined as the employee's: father, mother, spouse or Legally Recognized Partner, child, brother, sister, father-in-law, mother-in-law, grandparents, spouse's grandparents or stepchild.

**Section 2.** Employees who are absent due to jury duty shall be paid their basic wage for the shift in which this absence occurs, up to a maximum of two (2) weeks, provided the Company is given two (2) weeks notice before such time is required. It is expected that employees excused from jury duty at a time that will permit them to report for work shall communicate with their manager for such assignment as may be reasonable under the circumstances.

## ARTICLE 16

### Vacations

**Section 1.** Employees shall be eligible to accrue vacation time with pay based on the following:

- Two (2) weeks vacation during each vacation year in which the first to sixth year anniversary date falls. In the first year of employment, when an employee completes six (6) months of service they will be granted one (1) week of vacation. If an employee completes six (6) months of Net Credited Service and the first service anniversary falls within the same year, only two (2) weeks of vacation shall be granted. The first week may be granted anytime after the completion of six (6) months of Net Credited Service, and the second week granted after the completion of twelve (12) months of service.
- Three (3) weeks of vacation during each vacation year in which the seventh to fourteenth year service anniversary falls.
- Four (4) weeks of vacation during each vacation year in which the fifteenth and subsequent service anniversaries fall.

**Section 2.** Vacation pay is based on the employee's regular hourly wage rate, including applicable shift differential for those employees who received the differential for two (2) full calendar weeks or more immediately prior to the beginning of his/her vacation period.

**Section 3.** Requests for vacation time off will be granted in so far as practical. The number of employees in any group who are permitted to be on vacation at the same time shall be governed by the needs of the business and the needs of the employee shall be considered. Vacations shall be selected in each work group in accordance with Net Credited Service. Selections shall be made beginning in October and completed no later than December 15<sup>th</sup> of each year for the subsequent vacation year. Vacation time cannot be carried over into another year except as stated below. The vacation selection process shall be determined by the following order:

- First round selection shall go to employees to select up to two (2) full weeks of vacation.
- Second round selection shall go to employees who are eligible for more than two (2) weeks vacation and wish to select any remaining full weeks.
- In addition to the time off scheduled in the first and second round selections as set forth above, employees eligible for more than two (2) weeks of vacation may also select up to one (1) week of vacation as "reserve time" during the second round selection canvass. The period during which the reserve time may be scheduled shall extend through March 31st of the following vacation year. Any time off not taken by an employee prior to the scheduled reserve time must be taken during the period scheduled by that employee for reserve time.
- Employees eligible for more than two (2) weeks of vacation may schedule one (1) of the weeks as day-at-a-time vacations during the third round selection.
- Any remaining unused vacation shall be scheduled as reserve time and will be used on a first come, first served basis. All individual days not taken by the time the scheduled reserve time occurs must be taken during the reserve time as scheduled.
- Vacations, once scheduled, shall not be changed unless mutually agreed upon between the employee and the Company.
- Day-at-a-time requests not scheduled may be allowed when the employee has given at least twenty four (24) hour advance notice to the Company.

**Section 4.** Employees who leave the service of the Company shall be paid in lieu of unused vacation in accordance with Appendix A15 Memorandum of Agreement Regarding SBC Global Services Appendices to Core. Employees shall not earn vacation credit for any period during which they are on layoff or leave of absence. Employees shall not receive pay in lieu of vacation not taken as scheduled during the vacation year.

**Section 5.** The vacation year shall be from December 31<sup>st</sup> through December 30<sup>th</sup> of the following year.

## **ARTICLE 17**

### **Excused Work Days**

**Section 1.** Each employee who has at least twelve (12) months of service with the Company on January 1 of each calendar year shall be eligible for four (4) paid Excused Work Days and one (1) non-paid Excused Work Day. Employees who do not have twelve (12) months of service on January 1 of a calendar year shall be eligible for two (2) paid Excused Work Days to be taken after they have attained twelve (12) months of service.

**Section 2.** Employees shall be paid for the Excused Work Days as if for a normal or standard eight (8) hour work day.

**Section 3.** Excused Work Days must be used during the current calendar year and cannot be carried over to the following calendar year. Employees who leave the service of the Company shall not be paid in lieu of any Excused Work Days not taken.

**Section 4.** If an employee agrees to work on a scheduled Excused Work Day and the Company determines that the day cannot be rescheduled, the employee shall be paid for all time worked at his/her regular hourly wage rate in addition to regular pay for the Excused Work Day.

## **ARTICLE 18**

### **Holidays**

**Section 1.** The following holidays shall be paid Recognized Holidays:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day
- Floating Holiday

The holidays shall be recognized on these specific days or on days designated as such by the Company. The Company shall designate the days that will be recognized as holidays in January of the current year.



**Section 2.** When a Recognized Holiday falls on a day in which the employee is not scheduled to work, the employee shall be paid for eight (8) hours times the employee's then current rate of pay.

**Section 3.** To be eligible to receive holiday pay, employees must report for work on the last regularly scheduled workday preceding the holiday and the first regularly scheduled workday succeeding the Recognized Holiday, or if excused for valid reasons by the Company.

## ARTICLE 19

### Benefits

**Section 1.** The Company shall make a matching contribution to the employee's account, subject to the eligibility provisions in Section 2 below, in the Scarborough Savings Plan at the rate of \$.80 for every \$1.00 of basic contribution. The basic contributions are made in multiples of \$.50. The minimum employee contribution shall be \$5 per week; the maximum contribution depends on the employee's weekly base pay as provided below. The weekly base pay, which is determined prior to any reduction for before-tax contributions, excludes overtime pay, shift differentials, premiums, signing bonuses, success sharing payments (if applicable), and other special payments.

WEEKLY BASE PAY	BASIC CONTRIBUTION
UP TO \$200.00	\$5, \$10
\$200.00 TO \$299.99	\$5, \$10, \$15
\$300.00 TO \$399.99	\$5, \$10, \$15, \$20,
\$400.00 TO \$499.99	\$5, \$10, \$15, \$20, \$25,
\$500.00 TO \$599.99	\$5, \$10, \$15, \$20, \$25, \$30,
\$600.00 TO \$699.99	\$5, \$10, \$15, \$20, \$25, \$30, \$35,
\$700.00 TO \$799.99	\$5, \$10, \$15, \$20, \$25, \$30, \$35, \$40,
\$800.00 TO \$899.99	\$5, \$10, \$15, \$20, \$25, \$30, \$35, \$40, \$45,
\$900.00 TO \$999.99	\$5, \$10, \$15, \$20, \$25, \$30, \$35, \$40, \$45, \$50
\$1,000.00 TO \$1,099.99	\$5, \$10, \$15, \$20, \$25, \$30, \$35, \$40, \$45, \$50, \$55
\$1,100.00 TO \$1,199.99	\$5, \$10, \$15, \$20, \$25, \$30, \$35, \$40, \$45, \$50, \$55, \$60
\$1,200.00 AND OVER	\$5, \$10, \$15, \$20, \$25, \$30, \$35, \$40, \$45, \$50, \$55, \$60, \$65

**Section 2.** Employees hired on or after July 1, 1997 and before August 8, 2009, or employees hired prior to July 1, 1997, who were not actively participating in the Scarborough Savings Plan on July 1, 1997, are not eligible to participate in the Scarborough Savings Plan but will instead be able to participate in the AT&T Savings and Security Plan. Employees hired prior to July 1, 1997, may elect to change from the Scarborough Savings Plan to the AT&T Savings and Security Plan. Employees are not able to transfer from the AT&T Savings and Security Plan to the Scarborough Savings Plan.

**Section 3.** Except as provided in sections 1 and 2 of this Article above, all pension and health and welfare benefits are those referenced in Appendix A15 Memorandum of Agreement

Regarding SBC Global Services Appendices to Core. Employees actively participating in the Scarborough Savings Plan may not also participate in an AT&T Company savings plan.

**Section 4.** Employees covered by the Ameritech Comprehensive Health Care Plan (plan name change expected 2<sup>nd</sup> qtr. 2013 to AT&T Midwest Bargained Employee and Eligible Former Bargained Employee Medical Program) who are laid off and who are not eligible for a service pension shall be eligible for continued Company medical coverage for three (3) months following the month in which the employee left the service of the Company, at the Company's expense. Similarly, employees with five (5) years or more of Net Credited Service shall be eligible for continued Company medical coverage for five (5) months following the month in which the employee was laid off, at the Company's expense. Payment of extended medical coverage by the Company shall not extend the period of coverage beyond that required to be provided by the Consolidated Omnibus Budget Reconciliation Act (COBRA") of 1986.

## ARTICLE 20

### General Provisions

**Section 1.** Employees shall be responsible for tools or equipment issued to them by the Company, including pagers. For dedicated, on-site locations, the Company will provide a locker or other safe place for the storage of tools. Employees who report to work without tools may be denied work until they return with such tools.

**Section 2.** Each employee shall furnish his/her own set of hand tools for the kind of work he/she is assigned as specified in Exhibit C.

**Section 3.** Local Union 21 is a part of the International Brotherhood of Electrical Workers and any violation or annulment of the Agreement of this or any other Local Union of the International Brotherhood of Electrical Workers by the Employer will be sufficient cause for cancellation of this Agreement after the facts have been determined by the International Office of the Union. The Company further agrees that it will not sublet, assign or transfer any work covered by this Agreement to any other person, firm or corporation if such subletting, assigning or transfer will cause the loss of a normal work week to employees covered by this Agreement. Any such subletting, assigning or transfer shall be allowable after a mutual determination has been made by the representatives of the parties hereto.

## ARTICLE 21

### Safety

**Section 1.** Safety is a concern to the Company and the Union. The Company and the Union mutually recognize the need for a work environment in which safe operations can be achieved in accomplishing all phases of work, and the need to promote better understanding and acceptance of the principals of safety on the part of all employees to provide for their own safety and that of their fellow employees, customers and the general public.

**Section 2.** The Company shall notify the Union of safety issues brought to the Company's attention which may have a direct impact on employees in the bargaining unit. Likewise, employees shall notify the Company of any unsafe working conditions brought to their attention.

**Section 3.** The Company shall make and enforce reasonable provisions for the safety and health of employees during working hours and shall provide all reasonable protective devices and other equipment to protect them from injury. Employees must comply with all reasonable safety rules issued by the Company.

**Section 4.** Employees shall not be required to work in an area that is unreasonably hazardous to their health or safety. If an employee encounters a hazardous condition in an assigned work area, he/she shall contact his/her supervisor for further instructions. When employees express reasonable concerns about their personal safety in connection with an assignment in a locality in which it is reasonable for them to believe that they may be victims of assault or other criminal activity, the employee will not be required to work alone.

**Section 5.** It is the Company's exclusive responsibility to ensure the safety of its employees and their compliance with safety rules and standards. Workers shall comply with all rules and standards set forth. The I.B.E.W. and its Local Union shall be held harmless for any liability arising from a violation of safety rules or accidents that may result.

**Section 6.** The Company will notify the Union upon learning of an on-the-job accident which results in an employee being admitted into a hospital or the death of an employee.

## ARTICLE 22

### Career & Personal Development

**Section 1.** Employees may become eligible for the Company's educational assistance in accordance with certain provisions of the Career & Personal Development Plan (CPDP).

The CPDP shall include the following:

- Assessment of employee's aptitude/skills through a counseling process;
- Aid to employees returning to school (including where to focus formal education and how to develop a support network at the school);
- Assist in sharpening training skills, studying and testing; and
- Assessment of prior formal and informal education for college credit.

Each employee eligible for and participating in CPDP will be eligible for any or all portions of the Plan, provided a CPDP counselor finds such portions of the Plan appropriate for the employee.

**Section 2.** Those employees eligible for CPDP must be:

- Classified as full-time employee;
- On the active payroll;
- In possession of at least one (1) year of Net Credited Service; and
- Not concurrently enrolled in any Company-sponsored tuition reimbursement program.

**Section 3.** Eligibility to remain in the Program will be forfeited by those who have not shown evidence that they completed the course within 60 calendar days of the scheduled completion date on record. In addition, employees will forfeit eligibility if they on two (2) occasions fail a course during their participation in CPDP, fail to complete a course while participating in the Program and/or fail to submit or maintain a Payroll Deduction Authorization Form at the time of request. Disability or business reasons may be grounds to waive such ineligibility at the Company's discretion. Employees who become ineligible for the Program may be reinstated after meeting all eligibility criteria and then waiting for at least one (1) academic year.

**Section 4.** Enrollment by employees in CPDP will be voluntary and time spent by employees in the Program will be outside of scheduled working hours and not paid or considered as time worked for any purpose.

**Section 5.** Employees eligible for CPDP may receive counseling, testing and Company pre-paid tuition assistance.

**Sections 6.** Selected educational institutions will be utilized to deliver services, courses and programs. The Company reserves the right to approve institutions, services, courses and programs.

**Section 7.** Employees participating in CPDP will be reimbursed for fifty percent (50%) of textbook costs annually upon successful completion of approved courses and programs. Participants will also be reimbursed for one hundred (100%) of fees up to a maximum of two hundred and fifty dollars (\$250) annually upon successful completion of approved courses and programs.

**Section 8.** The amounts of any refunds, charges for negligence and outside assistance (grants, remissions, scholarships, veteran's assistance, etc.) shall be deducted from the Program payments.

**Section 9.** In no event will the cost to the Company for each employee's direct CPDP expenses (i.e. tuition, books, fees, workshops, counseling) exceed three thousand five hundred dollars (\$3,500) annually. Employees participating in the Program at the time this cost figure is reached will be able to complete the course in which they are currently enrolled.

**Section 10.** The Company will make payments for any courses, testing and/or counseling that begins before the expiration of this Agreement.

## **ARTICLE 23**

### **Duration**

**Section 1.** This Agreement shall take effect June 23, 2013 and shall remain in effect until eleven fifty-nine (11:59 p.m.) June 24, 2017. It shall continue in effect from year to year thereafter unless changed or terminated in the way later provided herein.

**Section 2.** Either party desiring to change any portion of this Agreement must notify the other in writing at least sixty (60) days but not more than ninety (90) days prior to June 24, 2017. When notices of changes are given, the nature of the changes desired must be stated in the notice. However, changes may be made at any time by mutual consent. Any changes agreed upon shall be reduced to writing, signed by both parties hereto, and submitted by the Local Union to the International Office of the I.B.E.W. for approval, and approved by said International Office the same as this Agreement.

**Section 3.** This Agreement shall remain in effect for only as long as the Company employs one (1) of more employees in the classifications covered by this Agreement.

## **ARTICLE 24**

### **Separability**

Should any provision of this Agreement be declared illegal by any court of competent jurisdiction, such provision shall immediately become null and void, leaving the remainder of the Agreement in full force and effect and the parties shall thereupon seek to negotiate substitute provisions which are in conformity with the applicable laws.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 23rd day of June, 2013.

**EXHIBIT A**

**ASSIGNMENT REPORTING AREAS**

Reporting Area “A” - 28 mile radius

Reporting Area “A” consists of the following Illinois counties: DuPage, Grundy, Iroquois, Kane, Kankakee, Kendall, Lake, McHenry and Will, and Lake and Porter counties in Indiana.

Reporting Area “B” - 45 mile radius

Reporting Area “B” consists of the following Illinois counties: Adams, Alexander, Bond, Boone, Brown, Bureau, Calhoun, Carroll, Cass, Champaign, Christian, Clark, Clay, Clinton, Coles, Crawford, Cumberland, De Witt, DeKalb, Douglas, Edgar, Edwards, Effingham, Fayette, Ford, Franklin, Fulton, Gallatin, Greene, Hamilton, Hancock, Hardin, Henderson, Henry, Jackson, Jasper, Jefferson, Jersey, Jo Daviess, Johnson, Knox, La Salle, Lawrence, Lee, Livingston, Logan, Macon, Macoupin, Madison, Marion, Marshall, Mason, Massac, McDonough, McLean, Menard, Mercer, Monroe, Moultrie, Ogle, Peoria, Perry, Piatt, Pike, Pope, Pulaski, Putnam, Randolph, Richland, Rock Island, St. Clair, Saline, Sangamon, Schuyler, Scott, Shelby, Stark, Stephenson, Tazewell, Union, Vermilion, Wabash, Warren, Washington, Wayne, White, Whiteside, Williamson, Winnebago, Woodford.

**WAGE SCHEDULES**

**Section 1.** The minimum wage rates for employees covered by this Agreement are set forth below:

Foreman	\$2.00 per hour
General Foreman	\$3.50 per hour

**ZONE I (Assignment Reporting Area A)**

**TRAINEE:**

	<u>Effective</u> <u>10/27/2013</u>	<u>Effective</u> <u>10/26/2014</u>	<u>Effective</u> <u>10/25/2015</u>	<u>Effective</u> <u>10/30/2016</u>
Step 1 - (0-6 months)	\$546.50	\$546.50	\$546.50	\$546.50
Step 2 - (7-12 months)	\$632.50	\$635.00	\$637.50	\$640.00
Step 3 - (13-18 months)	\$732.50	\$737.50	\$743.00	\$749.50
Step 4 - (19-24 months)	\$847.50	\$856.50	\$866.50	\$878.00
Step 5 - (25-30 months)	\$981.00	\$995.00	\$1,010.50	\$1,028.00
Step 6 - (31-36 months)	\$1,136.00	\$1,156.00	\$1,178.50	\$1,204.00
Step 7 - (37-42 months)	\$1,315.00	\$1,343.00	\$1,374.50	\$1,410.00
Thereafter Journeyman rate of pay	\$1,522.00	\$1,560.00	\$1,603.00	\$1,651.00

**Pension Band 628**

**ZONE II (Assignment Reporting Area B)**

**TRAINEE:**

	<u>Effective</u> <u>10/27/2013</u>	<u>Effective</u> <u>10/26/2014</u>	<u>Effective</u> <u>10/25/2015</u>	<u>Effective</u> <u>10/30/2016</u>
Step 1 - (0-6 months)	\$529.50	\$529.50	\$529.50	\$529.50
Step 2 - (7-12 months)	\$613.00	\$615.00	\$617.50	\$620.00
Step 3 - (13-18 months)	\$709.50	\$714.50	\$720.00	\$726.50
Step 4 - (19-24 months)	\$821.50	\$830.50	\$840.00	\$850.50
Step 5 - (25-30 months)	\$951.00	\$964.50	\$979.50	\$996.50
Step 6 - (31-36 months)	\$1,101.00	\$1,120.50	\$1,142.50	\$1,167.00
Step 7 - (37-42 months)	\$1,274.50	\$1,302.00	\$1,332.50	\$1,366.50
Thereafter Journeyman rate of pay	\$1,475.50	\$1,512.50	\$1,554.00	\$1,600.50

**Pension Band 627**

**Section 2.** Employees classified as a Trainee shall be considered as temporary for the first twenty-four (24) months of employment. They shall progress through the above schedule to the twenty-four (24) month rate. The Company may terminate these temporary employees at any time during the 1st twenty-four (24) months of employment. If the employees are retained after the twenty-fourth (24th) month, they shall be reclassified as regular employees and continue to progress through the above schedule. Employees considered as temporary in accordance with this Section shall have the same medical benefit eligibility as employees not considered as temporary.

**TOOLS**

The tools listed below are required for each Trainee and/or Journeyman covered by this Agreement.

1. TOOL BAG
2. TOOL POUCH
3. DIAGONAL CUTTERS
4. LONGNOSE PLIERS
5. TWO FLAT HEAD SCREWDRIVERS
6. TWO PHILIPS HEAD SCREWDRIVERS
7. HAMMER
8. SIX INCH TORPEDO LEVEL
9. TAPE RULE
10. THREE INCH ADJUSTABLE CRESCENT WRENCH
11. CHANNEL LOCK WRENCH
12. FLASHLIGHT
13. SCISSORS
14. DROP CHAIN OR WEIGHT
15. KEY HOLE SAW
16. PUNCH OR AWL
17. STAPLE GUN

Tools are subject to inspection by the Company. Worn tools will be replaced by the Company on a one for one basis. Employees are responsible for the safekeeping of their tools.



**MEMORANDUM OF AGREEMENT  
BETWEEN  
SBC GLOBAL SERVICES, INC.  
(the Company)  
AND  
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS  
LOCAL UNION 21  
(the Union)**

**WAREHOUSE OPERATOR**

**Section 1**

This Memorandum of Agreement contains the entire agreement between the Company and the Union with respect to the job title of Warehouse Operator. Articles 3, 4, 5, 6, 7, 8, 9, 11, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, and the following Memorandums of Agreement; Job Posting, Layoff Agreement, and Four Day Work Week Trial of the June 23, 2013 Collective Bargaining Agreement between the Company and the Union (the "Contract"), and only these provisions, will also apply to the position covered by this Memorandum, except as provided in Section 2 below.

Where conflicts may exist or arise between provisions of this Memorandum and those of the above-referenced provisions of the Contract, the provisions of this Memorandum will prevail.

**Section 2**

In addition to the provisions of the Contract above, the parties agree to the following:

- A. Article 1, Recognition, of the current Collective Bargaining Agreement will be modified to include the job title of Warehouse Operator.
- B. Article 2, Scope Of Work, of the current Collective Bargaining Agreement will be modified to include warehousing operations.
- C. Article 10, Layoff and Recalls, of the current Collective Bargaining Agreement will apply, however, employees in the job title of Warehouse Operator will constitute a separate and distinct work group.
- D. Article 12, Wages, will be modified as follows:

Wages shall be paid bi-weekly by check during scheduled working hours or by mail or direct deposit on each Friday following the close of the pay period, except on occasions beyond the Company's control.

The wage rates for employees covered by this Memorandum are set forth below:

**Warehouse Operator**

	<u>Effective</u> <u>10/27/2013</u>	<u>Effective</u> <u>10/26/2014</u>	<u>Effective</u> <u>10/25/2015</u>	<u>Effective</u> <u>10/30/2016</u>
Step 1 - (0-6 months)	\$458.00	\$458.00	\$458.00	\$458.00
Step 2 - (7-12 months)	\$487.00	\$488.50	\$490.00	\$491.00
Step 3 - (13-18 months)	\$518.50	\$521.00	\$524.00	\$527.00
Step 4 - (19-24 months)	\$551.50	\$555.50	\$560.00	\$565.00
Step 5 - (25-30 months)	\$586.50	\$592.50	\$599.00	\$606.00
Step 6 - (31-36 months)	\$624.00	\$632.00	\$640.50	\$650.00
Step 7 - (37-42 months)	\$664.00	\$674.00	\$685.00	\$697.50
Step 8 - (42-48 months)	\$706.50	\$719.00	\$732.50	\$748.00
Step 9 - (48-54 months)	\$751.50	\$766.50	\$783.50	\$802.50
Step 10 - (54-60 months)	\$799.50	\$817.50	\$838.00	\$860.50
Step 11 - (61+ months)	\$850.50	\$872.00	\$896.00	\$923.00

**Pension Band 634**

E. EXHIBIT B will not apply.

**MEMORANDUM OF AGREEMENT  
BETWEEN  
SBC GLOBAL SERVICES, INC.  
(the Company)  
AND  
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS  
LOCAL UNION 21  
(the Union)**

**WORK PRESERVATION**

This Memorandum of Agreement covers work performed under the Scope of Work listed in this Collective Bargaining Agreement between SBC Global Services, Inc. and the International Brotherhood of Electrical Workers (I.B.E.W.) Local 21, dated June 23, 2013.

It is agreed that installation, MAC and maintenance work previously performed by the technical job titles that were covered by the previous Collective Bargaining Agreement in force on January 1, 1986 between Illinois Bell Communications and the International Brotherhood of Electrical Workers (I.B.E.W.) Locals 336 and 399 will continue to be the work of the technical job titles included in this Collective Bargaining Agreement, dated June 23, 2013, which shall be amended to include such job titles and Business Units that perform the work.

This Memorandum shall remain in full force and effect from this date through June 24, 2017, unless the parties mutually agree to its modification or cancellation.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement this 23<sup>rd</sup> day of June, 2013.

**MEMORANDUM OF AGREEMENT  
BETWEEN  
SBC GLOBAL SERVICES, INC.  
(the Company)  
AND  
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS  
LOCAL UNION 21  
(the Union)**

**VEHICLE USE POLICY**

The Parties agree to the following regarding the implementation of the Policy:

The Company may at its option implement, modify, and/or cancel the VUP within any designated area of management responsibility and designate the employees who will participate. In such event, employees will be given at least fourteen (14) calendar days notice, unless a shorter interval is mutually agreeable by the Company and the Union.

A vehicle assigned by the Company under this policy will be used for travel to and between work locations and to the employee's place of residence or Company designated vehicle storage location.

Employees will begin and end their shift each work day at the location assigned by the Company.

Employees will normally be expected to provide secure and legal storage for their vehicle at their place of residence. If the vehicle cannot be properly stored at the employee's place of residence, the Company may, at its discretion, arrange for appropriate storage at Company expense.

At no time shall non-employees ride in the vehicle without prior authorization. In addition, the vehicle shall not be used for purposes other than commuting to and from work or Company authorized activities.

Operating and maintenance expense of the vehicle will be the responsibility of the Company; however, it will be the responsibility of the employee to whom the vehicle is assigned to assure that the vehicle is properly maintained and safeguarded per the Company's instructions and schedules.

Employees who are on temporary assignments, vacation, disability, or who are attending Company schools may be temporarily removed from the VUP.

This Memorandum of Agreement will remain in effect through the term of the 2013 Collective Bargaining Agreement between the Parties.

**MEMORANDUM OF AGREEMENT  
BETWEEN  
SBC GLOBAL SERVICES, INC.  
(the Company)  
AND  
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS  
LOCAL UNION 21  
(the Union)  
  
JOB POSTING**

The Company shall "post" bargaining unit jobs it chooses to make available within the Company so that current employees will have the opportunity to bid for them. Job openings for bargaining unit positions shall be posted for a minimum of fourteen (14) calendar days prior to the Company attempting to fill them from outside the bargaining unit.

This Memorandum of Agreement will remain in effect through the term of the 2013 Collective Bargaining Agreement between the Parties.

**MEMORANDUM OF AGREEMENT  
BETWEEN  
SBC GLOBAL SERVICES, INC.  
(the Company)  
AND  
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS  
LOCAL UNION 21  
(the Union)**

**LAYOFF AGREEMENT**

The parties hereby agree that the Company will, upon request from the Union, discuss the opportunity for employees designated for layoff to be considered for available job openings for job titles covered by IBEW Local 21 and AT&T Midwest, “core” collective bargaining agreement, for which they are qualified.

This Memorandum of Agreement will remain in effect through the term of the 2013 Collective Bargaining Agreement between the Parties.

**MEMORANDUM OF AGREEMENT  
BETWEEN  
SBC GLOBAL SERVICES, INC.  
(the Company)  
AND  
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS  
LOCAL UNION 21  
(the Union)**

**FOUR DAY WORK WEEK TRIAL**

The Union and Company recognize that in certain circumstances it may be beneficial to the employee and in the best interest of the business to establish a four (4) day schedule as the work week. Accordingly, in a work group where local management and the Union agree, the number of hours which presently constitute a five (5) day work week will be scheduled in equal amounts over four (4) days.

The Company shall at its sole discretion determine the project or the type of work to be performed during such four (4) day work weeks. The local management and the Union will discuss the process by which the number of employees who volunteer will be assigned their shifts and work days within the calendar week. It is further agreed that if the Company needs to discontinue the four day work week, the Company will notify the Union in advance when possible.

Four (4) day work weeks will be scheduled in advance as full work weeks. No daily overtime payment shall be made for any of the scheduled hours worked which constitute the four (4) day work week.

Subject to the above, and before implementing a four (4) day schedule, the local management and the Union will establish the parameters and implementation procedures for such four (4) day work weeks. Unless otherwise agreed, the following will apply:

1. Weeks in which a Recognized Holiday falls will revert to a five (5) day work week.
2. Employees scheduled for a week of vacation will have their tours revert to a five (5) day work week.
3. Employees pre-scheduled for Excused Work Days, Vacation, Floating Holiday or jury duty will revert their work week to a five (5) day work week. Non-scheduled Floating Holidays, Excused Work Days, or Vacation within a week in which the employee's work week is four (4) ten (10) hour days will be treated as ten (10) hour days. Employees may take no more than four (4) ten (10) hour unscheduled days (i.e. forty hours) on a day-at-a-time basis. These unscheduled days include Floating Holidays, Excused Work Days, or Vacation days.
4. Sickness disability will be paid on an eight (8) hour basis, beginning on the eighth (8<sup>th</sup>) calendar day. Employees returning from disability will return to a five (5) day work week.

5. The Company reserves the right to schedule which four (4) days of the week make up the scheduled work week between Sunday and Saturday.

This Memorandum of Agreement will remain in effect through the term of the 2013 Collective Bargaining Agreement between the Parties.



# APPENDIX E



**AGREEMENT**

**BETWEEN**

**SBC GLOBAL SERVICES, INC.,**

**AND**

**INTERNATIONAL BROTHERHOOD  
OF ELECTRICAL WORKERS**

**LOCAL UNION 58**



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## **AGREEMENT**

This Agreement is entered into this 23rd day of June, 2013, by SBC Global Services, Inc., hereinafter called the "Company", and LOCAL 58, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO, for and on behalf of itself and all the employees covered by this Agreement, whether now employed or hereinafter employed, herein collectively called the "Union".

### **ARTICLE 1 - UNION AND MANAGEMENT**

1.1 The Company hereby recognizes the Union as the sole and exclusive bargaining agent for all of the Installers employed by the Company, within the Union's jurisdiction in the state of Michigan, and who are part of the installation work force, excluding all office clerical employees, casual employees, professional employees, service/dispatchers, shop/drivers, and all supervisors and guards as defined in the National Labor Relations Act. "Employees" as used in this Agreement shall mean the employees for whom the Union is recognized as the bargaining representative.

1.2 It is mutually agreed that persons occupying the exempt position of a supervisor as listed above will perform like work of employees in the unit as a normal procedure, but not as a subterfuge for the purposes of undermining and eliminating the Union's position as collective bargaining agent, or as a means of causing the layoff of unit employees.

1.3 The Company will deduct the monthly dues, or dues equivalent, and initiation fees uniformly levied by the Union from the wages of each employee covered by this Agreement from whom the Company has received a voluntarily executed written authorization which meets the requirements of Section 302(c) of the National Labor Relations Act, as amended, authorizing such deductions. This will include Initiation Fees and Assessments.

1.4 The Union shall indemnify and save the Company harmless against any and all claims, demands, suits, or other forms of liability which may arise out of or by reason of any action taken or not taken in making deductions and remitting the same to the Union pursuant to Section 1.3.

1.5 The Union shall notify the Company, in writing, of the identity of all Stewards, upon request, or when changed.

1.6 Company employees who serve as Stewards shall be compensated by the Company so that they do not lose pay for time spent in grievance meetings with the Company. Joint Company/Union meetings for purposes other than the processing of grievances may be held at any reasonable time upon mutual agreement. Time spent by the Union Steward in such meetings will not be paid by the Company unless approved by the Company in advance.

1.7 No employee shall engage in any Union activity during working hours except when in collective bargaining with the Company or otherwise meeting with the Company in grievance meetings or other approved joint meetings.

1.8 At any investigatory meeting between a representative of the Company and an employee, which might reasonably result in disciplinary action being taken against the employee, a Steward or other authorized Union representative shall be present, if requested by the employee.

1.9 For purposes of layoff only, the Steward shall obtain top seniority in his report location during his term of office.

1.10 The Company shall provide to the Union and employee a Letter of Introduction for each new employee. Such Letter of Introduction shall be on Company letterhead and include the employee's: Name, Address, Social Security Number, Classification, and Hourly Rate of Pay.

1.11 It is agreed that the Union and the employees will cooperate with the Company to liberally construe this Agreement to facilitate the Company's efficient, flexible and uninterrupted operation of its business. The Union recognizes that certain rights, powers, and responsibilities belong solely to and are exclusively vested in the Company except only as they may be subject to a specific and express obligation of this Agreement. Among these rights, powers, and responsibilities, but not wholly inclusive, are all matters concerning or related to the management of the business and administration thereof, and the direction of the working forces, including (but not limited to) the right to suspend, discipline, or discharge for just cause; to layoff for lack of work or for any other legitimate reason; to hire, classify, transfer (temporarily or permanently), assign work, promote, demote, or recall; to make and enforce reasonable rules and regulations; to maintain order and efficiency; to schedule the hours of work and the days in the work week; to determine the products, processes, and extent of the business or production, the types and quantities of machinery, equipment and materials to be used, the nature, extent, duration, character and method of operation including (but not limited to) the right to contract out or subcontract provided that such does not cause the layoff of unit employees; the right to determine the number, utilization and kind of personnel and quality and quantity of workmanship and work required to insure maximum mobility, flexibility and efficiency of operations; to establish and enforce reasonable production standards; the right to determine the size, number and location of its facilities and to extend, curtail, or terminate the operations of the Company; all of which are vested exclusively in the sole discretion of the Company except as expressly abridged by a specific provision of this Agreement.

1.12 The Company agrees that it will not contract out to any other person, company, firm or corporation, or to any employees outside of the bargaining unit, any work covered by Section 1.13 below, if such contracting out will result in a layoff or reduction of straight-time working hours in the working schedule under this Agreement, or where employees capable of doing the work are on layoff, have recall rights and are readily available.

1.13 The scope of work covered by this Agreement shall include the repair, service, and installation of telecommunication systems, private phone systems, computer data and data processing equipment and systems, and related work as assigned by the Company. It shall

include conduit and raceways and wiring of electrical devices as required by the equipment described above, provided that, if state regulations require, a licensed electrician shall be used to install conduit, raceways and wiring.

## **ARTICLE 2 - HOURS OF WORK AND OVERTIME**

2.1 This Article is intended only to provide a basis for calculation of overtime and is not to be construed as a guarantee of hours of work per day or week.

2.2 The starting time shall be any consecutive eight (8) hours between 6:30 a.m. and 6:00, p.m., with one-half (½) hour intermission for lunch after the first four (4) hours. Forty (40) hours shall constitute a regular week's work, made up of five (5) days, Monday through Friday.

2.3 An employee who is unable to report for duty or who will be late, shall notify his or her supervisor prior to the time the employee is scheduled to begin work unless an emergency situation makes prior notice impossible. In such a case, notice will be given as soon as practical. The cause of the tardiness or absence and its probable duration shall be given.

2.4 A Shift Premium of ten percent (10%) shall be paid to employees for all hours worked on the second shift, 6:01 p.m. - 6:29 a.m.

2.5 Overtime shall be paid at the rate of one and one-half (1 ½) times the basic hourly rate plus applicable differential for all work performed in excess of eight (8) hours in any one work day or 40 hours worked in any one payroll week. Two (2) times the basic hourly wage rate shall be paid for all work performed on Sundays. All overtime must be authorized by the Company or it will not be paid. The Company may require employees to work up to eighteen (18) hours of overtime per week as a condition of continued employment with the Company. The Company and the Union agree that emergency situations beyond the control of the Company may occasionally require certain Installers to work overtime in excess of eighteen (18) hours per week. No combination of pay treatment may result in a rate of pay higher than two and one-half (2 ½) times an employee's basic hourly wage rate plus applicable differential.

2.6 When an employee is directed to stand-by for call to work, the employee shall make whatever arrangements are necessary which will permit the employee to be reached by telephone. If the employee is called to work, the employee will be paid at the applicable overtime rate from the time the employee leaves for work until the time the employee returns home from work. A minimum of two (2) hours at the overtime rate will be paid for Stand-By or Emergency Work when called out, even though no work is performed. An employee, other than an employee with the classification of General Foreman, Foreman or Junior Foreman, who is assigned stand-by duty shall be paid twelve dollars (\$12) per day even though no work is performed. An employee not requested to stand-by may accept or refuse the call.



### ARTICLE 3 - TRANSPORTATION

3.1 There shall be no allowance for transportation within the free zone for travel from home to job or from job to home unless the employee shall be required to haul company equipment.

3.2 The employee shall not be required to haul ladders, scaffolding, or heavy equipment. The Company may expect the employee to transport equipment, tools and supplies which can be transported in the trunk. The Company shall not require employees to transport its property over a weekend in preparation to beginning work on the next Monday morning. The employee shall be instructed how to dispose of surplus material upon completion of a job.

3.3 Transportation from shop to job, job to job, and job to shop is to be paid for at the I.R.S. rate for each road mile traveled, with a maximum allowance of fifty cents (\$.50) per mile. Such rate shall become effective on the first of the month following the effective date of the change by the I.R.S.

3.4 When an employee is required to report directly to the job, he shall be paid mileage from "free zone" to job and back to the "free zone". Mileage shall be determined by the shortest distance from the intersection of the closest main thoroughfare and the boundary of the free zone to the job.

3.5 The Free Zone shall be a radius of twenty-five (25) miles from the employee's report location or residence, as determined by the Company.

3.6 An out-of-town assignment is any assignment in excess of one hundred (100) miles from the employee's report location or residence, as determined by the Company. Expenses (transportation, board and lodging) shall be paid for all of the time an employee is attending an assignment out of town. The type of lodging and the type and class of transportation shall be designated by the Company. The initial travel time spent in going to and returning from the assignment shall be considered as time worked and paid the appropriate rate, as provided for within this Agreement. The initial transportation to and from the assignment shall be furnished or paid for by the Company. When possible, employees will be given one week's notice of an out of town assignment.

3.7 When possible, the Company shall have the lodging expense and associated tax direct billed to the Company. No other expenses shall be direct billed to the Company. Employees are responsible for payment of any travel expense not specifically addressed in this Article.

3.8 Designated board shall be thirty-five dollars (\$35.00) per day which shall cover all expenses other than lodging and transportation.

3.9 Employees on an out-of-town assignment shall be granted one telephone call home each day, not to exceed ten (10) minutes per call. The Company recognizes that due to extenuating circumstances, there may be times where a ten (10) minute telephone call may not be sufficient, (i.e. family emergencies). These situations shall be treated on a case-by-case basis and may be approved by the employee's supervisor.

3.10 When an employee has worked for a period of twelve (12) or more consecutive hours, excluding lunch period, and completes that work assignment prior to the beginning of his scheduled shift, the employee shall be granted a period of six (6) hours away from the job, excluding travel time to and from such job. That portion of this six (6) hour recuperation period which extends beyond the start of the employee's assigned shift, if any, shall be classified as excused time from work without pay.

#### **ARTICLE 4 - RECOGNIZED HOLIDAYS**

4.1 Regular full-time non-probationary employees shall receive eight (8) hours straight time pay for the following Recognized Holidays or days celebrated as such even though no work is performed, provided the employee works the full scheduled workday immediately preceding and the full scheduled workday immediately following such Recognized Holiday:

1. New Year's Day
2. Memorial Day
3. Independence Day
4. Labor Day
5. Thanksgiving Day
6. Christmas Eve Day
7. Christmas Day

4.2 Employees shall be granted three (3) paid floating holidays per year. Employees are required to give one (1) week's notice of their request for use of a floating holiday. The supervisor has the right to deny a request for a floating holiday based on the needs of the business. Floating holidays must be used during the current calendar year and cannot be carried over to the following calendar year. Employees will not be paid in lieu of any unused floating holidays.

4.3 An employee shall be compensated at the rate of one and one-half ( 1 ½ ) times the employee's straight time rate for each hour, up to eight (8) hours, worked on a Recognized Holiday, plus eight (8) hours holiday pay. The time worked in excess of eight (8) hours on a Recognized Holiday shall be paid two and one-half (2 ½) times the basic hourly wage rate.

#### **ARTICLE 5 - VACATIONS AND EXCUSED WORK DAYS**

5.1 Employees shall be eligible to accrue vacation time based upon their seniority and service with the Company as follows:

- A. Two (2) weeks vacation during each vacation year in which the first to sixth year service anniversary date falls. In the first year of employment, when an employee completes six (6) months of service they will be granted one (1) week of vacation. If an employee completes six months of service during the vacation year in which the first service anniversary falls, only two weeks of vacation shall be granted for that vacation year. In

that event, the first week may be granted anytime after the completion of six months of service, and the second week granted after the completion of twelve months of service.

- B. If an employee becomes eligible for a vacation week, as provided in A above, only on or after December 1 of a vacation year, such vacation week may be carried into the following vacation year, provided it is taken no later than the last full calendar week of March and prior to taking any of the current year's vacation.
- C. Three (3) weeks of vacation during each vacation year in which the seventh to fourteenth year service anniversary date falls.
- D. Four (4) weeks of vacation during each vacation year in which the fifteenth and subsequent service anniversaries fall.

5.2 If the Company chooses to close its facility for vacations, annual vacations shall be taken by eligible employees at that time. If the Company chooses not to close its facility for vacations, requests for vacation time off will be granted, so far as practical, by seniority; provided, however, in order to ensure orderly and unhindered operations, the final right to allotment of vacations is exclusively reserved to and vested solely in the Company, and the Company may request an employee to defer taking a vacation which would interfere with the efficient operation of the business.

5.3 Employees who leave the service of the Company shall be paid in lieu of unused vacation in accordance with Appendix A15 SBC Global Services Appendices to Core Memorandum. Employees shall not earn vacation credit for any period during which they are on layoff, leave of absence, not working or engaged in conduct in violation of Article 8 of this Agreement.

5.4 Vacation must be used during the current vacation year and cannot be carried over to the following vacation year, except as provided in 5.1B above. In the event an employee's vacation is cancelled by the Company in the month of December, such vacation may be carried into the following vacation year, provided it is taken no later than the last full calendar week of March.

5.5 The vacation year shall be from December 31<sup>st</sup> through December 30<sup>th</sup> of the following year. When an employee schedules a vacation week which begins during the last week of December of the vacation year, the entire vacation week so scheduled shall be taken from the vacation entitlement for the vacation year in which the beginning of the week falls.

5.6 Each employee who has at least one (1) year of seniority on January 01 of each calendar year shall be eligible for four (4) paid Excused Work Days.

5.7 Employees shall be paid for the Excused Work Days as if for a normal or standard eight (8) hour day worked and will be considered as time worked for the overtime calculation.

5.8 Excused Work Days shall not be used to extend holidays or vacations. Excused Work Days must be scheduled in advance, when possible. An employee must notify his supervisor before the start time if an Excused Work Day is requested. Notification after the start time will be

considered as unexcused and will not be re-classified as an Excused Work Day. The supervisor has the right to deny a request for an Excused Work Day based upon the needs of the business.

5.9 Excused Work Days must be used during the current calendar year and cannot be carried over to the following calendar year. Employees will not be paid in lieu of any unused Excused Work Day.

## **ARTICLE 6 - BENEFITS**

Pension and health and welfare benefits are those referenced in Appendix A15 Memorandum of Agreement Regarding SBC Global Services Appendices to Core.

## **ARTICLE 7 - SENIORITY**

7.1 It is agreed that a new employee shall be considered on probation for a period of the first one hundred and eighty (180) days of continuous employment with the Company, during which time the Company shall have the sole and absolute right to discipline, discharge, or retain the employee in its own discretion, without the employee having any rights under Article 8. After said one hundred and eighty (180) days, the employee shall be placed on the regular seniority list.

7.2 An employee's seniority shall be determined by his net credited service. Where two or more employees have the same seniority date, the employee who has the higher last four digits of his social security number shall be considered to be the more senior. Net credited service shall mean "term of employment" as set forth in the pension plan applicable to employees covered by this Agreement.

7.3 While the following circumstances will no longer affect an employee's seniority except as provided under the pension plan applicable to employees covered by this Agreement, this will not alter the Company's right to terminate employees or remove them from its payroll: (a) quit; (b) discharge; (c) not working for the Company, for any reason, for one (1) year or more; (d) absence without acceptable notice to the Company or without cause for three (3) days, including but not limited to a misrepresentation for absence, absence as a result of incarceration, drunkenness, or unreasonable or unnecessary personal reasons; (e) excessive absenteeism or tardiness for any reason; (f) failure to indicate within seventy-two (72) hours an intention to report for work within three (3) calendar days after notice is sent by the Company to return to work following a layoff (mail addressed and sent to the employee's last address known to Company shall constitute sufficient notice by Company); or (g) failure to return to work immediately upon the expiration of a leave of absence or misrepresenting the reason for a leave of absence or obtaining other employment during a leave of absence.

7.4 Layoffs of employees because of lack of work shall be made in accordance with the following provisions:

- Employees who have not established seniority shall be laid off first.
- Thereafter employees shall be laid off in the inverse order of their established seniority.
- The foregoing provisions of this Section need not apply if the application thereof would require the Company to layoff an employee or employees possessing an essential skill necessary to perform the work available, not possessed by an employee with greater seniority. Such employee shall avoid said layoff for only the period of time that his essential skills are required.

7.5 Recall of employees shall be from the list of employees having established seniority most recently laid off because of curtailment of work, provided such layoff does not exceed one (1) year. Recalls shall be in the order of seniority provided the employee had the same or higher job title, at the time of layoff, as required by the vacancy and is available and physically able to return to work and if he possesses the skills and qualifications to satisfactorily perform the work available.

7.6 Such former employee must keep the Company informed of the address at which he can be reached. When an offer of re-employment has been made, the former employee shall indicate his acceptance within a period not to exceed five (5) work days and shall be available to report for duty within ten (10) work days from the day when such re-employment is offered.

7.7. Employees laid off pursuant to this Agreement will be paid a layoff allowance based on their seniority and their base weekly wage rate in effect at the time of the layoff, in accordance with the following:

<b>LENGTH OF SERVICE</b>	<b>LAYOFF ALLOWANCE</b>
0 - 23 Months	1 week of pay
24 - 47 Months	2 weeks of pay
48 - 59 Months	3 weeks of pay
60 Months or more	4 weeks of pay

- A. Layoff allowances shall, at the employee's option, be paid as follows: (1) The total amount calculated above shall be paid as a lump sum within sixty (60) days after the employee has left service; or (2) the total amount calculated above shall be paid as a lump sum within sixty (60) days after start of the following calendar year.
- B. An employee who has left the service of the Company and who has received a layoff allowance and who is employed or reemployed by any of the companies referred to in paragraph D below will be treated as follows: If the number of weeks from the effective date of leaving service to the date of employment or reemployment is less than the number of weeks' pay upon which the layoff allowance was based, exclusive of any payment in lieu of vacation, the amount paid to the employee for the excess number of weeks shall be considered as an advance to the employee by the Company and repayment shall be made as a lump sum or

through authorized payroll deductions at the rate of fifteen percent (15%) of the employee's basic weekly wage rate until the amount of excess is repaid.

- C. A re-engaged employee who has received a layoff allowance and who is again laid off will be paid the difference between the computed payment to which he or she is eligible and the net amount of any payment(s) which he or she may have received due to any previous layoff(s).
- D. The provisions of Article 7.7 do not apply in the case of an employee leaving service voluntarily (except as provided in this paragraph D), an employee on a leave of absence or an employee transferred to any other AT&T Company. The Company may, at its discretion, allow a volunteer not included in the layoff to take the place of an employee to be laid off and receive the layoff allowance, provided that the remaining employee replaces the departing volunteer at the volunteer's location.

## **ARTICLE 8 - GRIEVANCE AND ARBITRATION**

8.1 Any and all disputes and differences whatsoever between the Company on the one hand, and the Union or any of its members or employees of the Company on the other hand, shall be exclusively settled in the following manner and there shall be no interruption of the business. It is agreed that the time limitations set forth herein are of the essence and that no action or matter not in compliance therewith shall be considered the subject of a grievance unless said time limitations are extended by written agreement of both parties to this Agreement.

8.2 The grievance procedure shall be as follows:

STEP 1 The aggrieved employee must first present the grievance to his supervisor. The steward may be present with the employee or the employee may present the grievance alone. The time limit for the filing of a grievance shall be three (3) working days after the employee could reasonably have had knowledge of the event which gave rise to the grievance. The aggrieved employee's supervisor shall give an answer to the grievance within three (3) working days, except for grievances where the Company needs more time to fully investigate and/or gather information concerning the grievance.

STEP 2 If the matter is not settled at Step 1, the grievance will be reduced to writing and may be referred to the appropriate Operations Manager or an authorized representative, if it is an

employee grievance, or to a representative of the Union, if it is a Company grievance, provided that such referral must occur within five (5) working days of the Step 1 answer or, if none, within five (5) working days of the expiration of the period for an answer at Step 1.

STEP 3 If the matter is not settled at Step 2, the grievance may be referred to the appropriate Director of Labor Relations or designee, provided such referral is in writing and must occur within five (5) working days of the Step 2 answer. Grievances appealed to Step 3 will be discussed in a meeting between the Company and the Union representatives at a mutually

convenient and reasonable date, time and place. The Company will issue a decision in writing within ten (10) working days of the Step 3 meeting.

8.3 Failure of the Company to answer a grievance within the time limits herein shall permit the Union to refer the case to the succeeding step of the procedure, except that the time limits may be extended by mutual agreement of the parties. Any settlement at Step 1, 2 or 3 shall be binding upon the Company, Union and the aggrieved employee or employees.

8.4 Notwithstanding that a grievance shall be pending, employees shall promptly and efficiently carry out instructions and orders of any supervisor incident to the proper and efficient conduct of the business of the Company. The compliance with an order or instruction shall not waive the employee's right to have the same handled as a grievance. Refusal to comply with an order or instruction shall be cause for suspension or discharge at the option of the Company.

8.5 If the matter is not settled in Step 3, either party, but not an individual employee or employees, may submit the dispute to arbitration by serving a written request to arbitrate upon the other party by certified mail, return receipt requested, setting forth the facts and specific issues, within ten (10) working days after the answer is given at Step 3 hereof. If the parties fail to agree on the selection of an arbitrator, such arbitrator shall be selected in accordance with the rules of the Federal Mediation and Conciliation Service then in effect. An arbitrable matter must involve the meaning and application of a specific provision of this Agreement. Management rights and prerogatives not specifically and expressly abridged by this Agreement are not subject to arbitration. The provisions of this Agreement shall be the sole source of any rights which either party may assert in arbitration. The arbitrator shall have no power to amend, add to, subtract from, or change the terms of this Agreement, and shall be authorized only to interpret the existing provisions of this Agreement and apply them to the specific facts of the grievance or dispute. The decision of the arbitrator shall be based wholly on the evidence and arguments presented by the parties in the presence of each other and/or written briefs. Ex parte arbitration hearings and awards are void. The decision of the arbitrator within the limits herein prescribed shall be final and binding on all parties to the dispute, including the employee or employees involved. The Union will discourage any attempt of its members, and will not encourage or cooperate with any of its members, in any appeal to any court or Labor Board or administrative body from a decision of the arbitrator. The fee of the arbitrator shall be borne equally by the Company and the Union. No other joint expenses shall be incurred except by mutual written agreement of the parties.

## **ARTICLE 9 – NO STRIKES**

9.1 During the term of this Agreement, neither the Union, nor any of its members, officers, stewards, agents or representatives, nor any employee, shall instigate, authorize, call, support, sanction, encourage, maintain, or in any way take part or participate in any strike, walkout work stoppage, work slowdown, work curtailment, cessation or interruption of work or production, or in any picketing of the Company's premises (or the premises or facilities of any of the Company's customers, suppliers or affiliates) for any reason or because of any dispute between the Company and the Union or any of the Company's employees or in sympathy with any union

or employees provided that it shall not be a violation of this Agreement for a unit employee to refuse to cross a lawful picket line of this Union at any of the Company's customers, suppliers, or affiliates.

9.2 The Union agrees that it will use its best efforts to prevent any acts forbidden in this Article and that in the event any such acts take place or are engaged in by any employee or group of employees, the Union further agrees it will use its best efforts to cause an immediate cessation thereof. If the Union immediately takes steps in good faith to end any stoppages, strikes, picketing, intentional slowdown or suspension of work, the Company agrees that it will not bring action against the Union to establish responsibility for such wildcat or unauthorized conduct.

9.3 The Company in its sole discretion may terminate the employment of or otherwise discipline any employee or employees who engage in any act forbidden in this Article, and any such action by the Company shall not be subject to review under Article 8.

9.4 The Company will not engage in a lockout during the term of this Agreement.

## **ARTICLE 10 - WAGES**

10.1 All employees covered by this Agreement shall be paid wages in accordance with Exhibit "A" attached to this Agreement and made a part thereof.

## **ARTICLE 11 - SAFETY**

11.1 No employee shall be required to work in an area that may be hazardous to his or her safety or health. An employee accepting work in these areas must be accompanied by at least one (1) additional person. If an employee encounters a hazardous condition in an assigned work area, he or she shall contact his or her supervisor for further instructions.

## **ARTICLE 12 - COMPLETE AGREEMENT**

12.1 The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. The understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement supersedes and cancels all prior practices and agreements whether written or oral, unless expressly stated to the contrary herein. Except as may be stated in this Agreement, each party voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement. Should any part of this Agreement or any provision herein be determined to be contrary to law, all other provisions shall remain in full force and effect.



Upon request of either party, the parties shall attempt to re negotiate the invalidated provision (s) or parts thereof, within a reasonable period of time.

### **ARTICLE 13 - TRAINING**

13.1 Both the Company and the Union recognize the benefit in offering technical training to employees for career or personal development. The Company will offer product and technical training to its regular employees, at the Company's expense. The Company shall give due consideration to the employee's ability and job assignment when selecting employees for training. When all things are equal, prime consideration will be given to seniority. The Company agrees to work with the Steward in scheduling specific training courses and the selection of employees to fill them.

### **ARTICLE 14 - BEREAVEMENT**

14.1 An employee shall be allowed up to three (3) work days off with pay for a death in the immediate family to attend the funeral or to make the arrangements for funeral. The immediate family is defined as the employee's: spouse or Legally Recognized Partner, children, step-children, parents and step-parents, sister, brother, grandparents, mother and father-in-law, brother and sister-in-law, grandparent-in-law, grandchild or any relative living in the same household.

14.2 If the funeral is held more than two hundred (200) miles away from the employee's normal work location, such time off shall not exceed four (4) work days.

14.3 An employee may be allowed one (1) work day off without pay to attend the funeral of a close friend.

14.4 Paid time off for the above reasons will not be counted as time worked toward the calculation of overtime pay.

### **ARTICLE 15 – FOREMAN**

15.1 On jobs consisting of eight (8) or more employees, a Foreman will be appointed. A Foreman will receive two dollars (\$2.00) over the classification rate. On jobs consisting of four (4), but not more than seven (7) employees, a Junior Foreman will be appointed. A Junior Foreman will receive one dollar (\$1.00) over the classification rate. Foremen can manage multiple sites manned by other technicians.

15.2 The Company may, at its sole discretion, assign qualified employees to act as a General Foreman. A General Foreman will receive three dollars and fifty cents (\$3.50) over the classification rate.

15.3 Employees working as a General Foreman, Foreman or Junior Foreman must be a Journeyman and at the maximum wage rate on the applicable wage schedule.

#### **ARTICLE 16 - JURY DUTY**

16.1 Employees serving on jury duty or appearing as a witness in Court pursuant to a subpoena, except when the employee is a party to the lawsuit, will be paid their regular pay for each scheduled day served, provided the Company is given two (2) weeks notice before such time is required.

16.2 Employees will be required to report to their work assignments if they are excused from court duty at a time that will permit returning to work part or all of their scheduled work time.

16.3 Employees must present to their supervisor their jury summons or subpoena. Employees shall receive pay as described above without deduction for any amount received from civil authorities except that fees received by an employee in connection with legal action directly or indirectly pertaining to Company matters, or records, become the property of the Company. Jury duty shall count as time worked for the calculation of overtime pay.

## **ARTICLE 17 - TOOLS**

17.1 Each employee shall furnish his/her own set of hand tools identified below:

At the commencement of employment the employee shall have

1. TOOL BAG OR CASE
2. PUNCH ON TOOL
3. CABLE CUTTERS
4. DIAGONAL STRIPPERS
5. ASSORTED FLAT BLADE SCREWDRIVERS
6. ASSORTED PHILLIPS SCREWDRIVERS
7. HAMMER
8. LEVEL
9. HACK SAW
10. KEYHOLE SAW
11. TAPE RULE
12. LONG NOSE PLIERS
13. SCRATCH AWL
14. ADJUSTABLE CRESCENT WRENCH
15. LINEMAN PLIERS
16. CHANNEL LOCKS
17. FLASHLIGHT
18. SCISSORS
19. UTILITY KNIFE
20. CHISEL
21. DROP CHAIN
22. ALLEN WRENCH SET
23. WRAP AROUND CABLE STRIPPER

17.2 Tools shall be of similar quality and functionality as tools manufactured by Craftsman or Klein and are subject to inspection by the Company. Worn tools shall be replaced by the Company on a one for one basis. Employees are responsible for the safekeeping of their tools. Tools stolen from a locked Company storage facility or locked Company vehicle will be replaced by the Company after the employee provides the Company a copy a police report of the incident and receipts for the original purchase of the tools by the employee.

17.3 Employees must have their tools readily available and in the proximity of the assigned job location, but are not required to constantly carry all of their tools while on the assigned job. Employees who report to work without the tools identified in 17.1 above may be denied work until they return with such tools.

## **ARTICLE 18 - RELOCATION**

18.1 Should the Company change the method of running its business in the State of Michigan so that it no longer has a need for employees in the job title of Installer covered by this Agreement,

certain employees may have the opportunity to accept an available job opportunity outside the state of Michigan. In this situation, the employees may become eligible for a relocation payment to move their principal residence.

18.2 If the move is to a work location outside of the State of Michigan, but less than 60 air miles from the employee's current principal residence, the provisions of this Article shall not be applicable.

18.3 The relocation payment shall be:

- \$3,000 to an employee who owns his principal residence
- \$2,000 to an employee who rents his principal residence.

18.4 The above payments will be grossed up for taxes and are contingent upon the employee moving his principal residence within one year from the effective date of the change to the new work location and the employee remaining on the payroll for the same period of time. If the employee does not report for work, the payment shall be reimbursed to the Company or the Company may withhold the amount of the payment from any monies otherwise due to the employee.

18.5 In addition to the above payment, the employee shall be excused with no loss of basic pay for a maximum of two (2) scheduled days to perform tasks associated with relocation

## **ARTICLE 19 - TERMINATION**

19.1 This Agreement shall be effective as of June 23, 2013, and shall remain in full force and effect from said date through June 24, 2017, both inclusive. Thereafter, it shall automatically renew itself from year to year unless at least 60 days and not more than 90 days prior to the termination date or anniversary thereof, either party gives written notice to the other by Certified Mail, return receipt requested, of a desire to amend, add to, subtract from, or terminate this Agreement.

19.2 In the event such notice of a desire to amend, add to, subtract from or terminate this Agreement is given, the Company, Union and employees shall have no rights beyond the term of this Agreement, and the parties shall, within a reasonable time thereafter, enter into negotiations concerning the request.

## INSTALLER

	<u>Effective</u> <u>10/27/2013</u>	<u>Effective</u> <u>10/26/2014</u>	<u>Effective</u> <u>10/25/2015</u>	<u>Effective</u> <u>10/30/2016</u>
Step 1 - (0-12 months)	\$492.00	\$492.00	\$492.00	\$492.00
Step 2 - (12-18 months)	\$540.50	\$542.00	\$543.50	\$545.50
Step 3 - (18-24 months)	\$594.00	\$597.00	\$600.50	\$604.50
Step 4 - (24-30 months)	\$652.50	\$657.50	\$663.50	\$670.00
Step 5 - (30-36* months)	\$716.50	\$724.50	\$733.50	\$743.00
Step 6 - (36-42 months)	\$787.00	\$798.00	\$810.00	\$823.50
Step 7 - (42-48 months)	\$865.00	\$879.00	\$895.00	\$913.00
Step 8 - (48-54 months)	\$950.00	\$968.50	\$989.00	\$1,012.00
Step 9 - (54-60 months)	\$1,043.50	\$1,066.50	\$1,093.00	\$1,122.00
Step 10 - (60+ months)	\$1,146.50	\$1,175.00	\$1,207.50	\$1,243.50

***Pension Band 316***

- Employees who perform work that is limited to the installation, termination and verification of cable, wire, fiber, connectors and placing, labeling and verification hardware and communication devises (can not activate equipment) shall not progress beyond the “30-36 month” step of the Installer wage schedule except at the discretion of the Company.



# APPENDIX F





**AGREEMENT**

**BETWEEN**

**SBC GLOBAL SERVICES, INC.**

**AND**

**INTERNATIONAL BROTHERHOOD  
OF ELECTRICAL WORKERS**

**LOCAL UNION 134**



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## AGREEMENT

This AGREEMENT made and entered into this 23rd day of June, 2013, by and between SBC Global Services, Inc., hereinafter called the "Company," and LOCAL UNION NO. 134, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL/CIO, hereinafter called the "Union."

### WITNESSETH:

WHEREAS, the parties hereto desire to establish a standard of conditions under which the employees shall work for the Company and to provide for rates of pay, hours of work and other conditions of employment for such employees during the term of this Agreement.

WHEREAS, the purpose of this Agreement shall be to promote harmony in company-employee relations and to assist in the stabilization of the industry by education and cooperation.

WHEREAS, in order to provide the maximum opportunities for continuing employment, good working conditions and better wages for the employee, and to provide the services of this industry to the public at a fair and just price, the Company must be in a position to compete favorably with the various segments of the market for business communications, electronics and sound industry. To these ends this Agreement is made.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

## ARTICLE 1

### UNION RECOGNITION - UNION SECURITY - BARGAINING UNIT

**Section 1.** The Company recognizes the right of its employees to organize and bargain collectively through representatives of their choosing. The Union is hereby recognized as the exclusive bargaining representative for all employees of the Company engaged in the work covered by the terms of this Agreement in the Illinois County of Cook.

**Section 2.** Employees covered by the terms of this Agreement shall, as a condition of employment, pay or tender to the Union amounts equal to the periodic dues or the applicable agency fee from and after the thirty-first (31st) day following the date of their employment or the effective date of this Agreement, whichever is later.

**Section 3.** Employees shall be regarded as probationary employees until they attain six (6) months of Net Credited Service, at which time they will be classified as regular employees. The Company may discharge probationary employees for any reason.

**Section 4.** The Company shall provide the Union with complete information defining all consideration and credit given the newly hired employee for previous training and experience. It shall be the responsibility of the Company to secure and investigate the veracity of such information. New employees may be placed on any step of the wage progression schedule, depending on prior experience and education as they relate to the assigned work classification. After six (6) months of satisfactory employment, the employee shall advance to the next wage step, and shall continue to proceed at six (6) month intervals until the top wage rate is reached, in accordance with this Agreement.

**Section 5.** The bargaining unit covered by this Agreement shall consist of employees classified as a Journeyman or Apprentice.

**Section 6.** The Company and all employees working under this Agreement within the city limits of Chicago shall operate in accordance with the City of Chicago Ordinance and the rules and regulations of the Electrical Inspection Department of the City of Chicago.

**Section 7.** No employee covered by this Agreement shall be subject to any form of discipline if he exercises his right to honor a lawful picket line.

## ARTICLE 2

### SCOPE OF WORK

**Section 1.** This Agreement covers all employees of the Company engaged in the following types of work, irrespective of the site of the work: installation, operation, inspection, maintenance, repair and service of telephone and telephone interconnect, facsimile, data apparatus, coaxial, fiber optic and wireless equipment, video teleconferencing equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial, education, entertainment and residential purposes, including but not limited to, communication and telephone, electronic and sound equipment, fiber optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such task to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit, such that the employees covered hereby can complete any job in full.

Therefore, this Scope of Work shall exclude only:

1. The installation of power conduit beyond the extent set forth above;
2. The installation of complete continuous conduit systems; and,
3. The installation of communication wire conduit and/or other communication raceway work exceeding an average of one hundred (100) lineal feet per continuous run where another contractor is working on the job for the same customer on the same project under the

Principal Agreement (electrical construction agreement) between I.B.E.W., Local 134 and the Electrical Contractors' Association of the City of Chicago, provided said other contractor is ready, willing and able to perform said installation in a timely fashion.

Except for the work specified above, this Scope of Work should in no way conflict with the work covered under the terms of the Agreement between Local 134, I.B.E.W. and the Electrical Contractors' Association of the City of Chicago (commonly referred to as the "Principal Agreement" or the "Construction Agreement").

### ARTICLE 3

#### NON-DISCRIMINATION

**Section 1.** In a desire to restate their respective policies, neither the Company nor the Union shall unlawfully discriminate against any employee because of such employee's race, color, religion, sex, age or national origin, or because the employee is an individual with a disability, disabled veteran, or a veteran of the Vietnam era.

**Section 2.** The use of the masculine or feminine gender, or any titles which connote gender in this Agreement, shall be construed as including both genders and not as a sex limitation.

### ARTICLE 4

#### RIGHT OF ACCESS - STEWARDS

**Section 1.** The duly authorized representatives of either party, if having in their possession proper credentials, shall be permitted to visit jobs during working hours to interview the Company or the employees, but they shall in no way interfere with the progress of the work.

**Section 2.** The Business Manager of the Union shall have the right to appoint a steward, at his discretion, to the Company and/or to any job where employees are employed under the terms of this Agreement. The Business Manager of the Union shall also have the right to remove a steward for cause and appoint a successor. Such stewards shall see that the terms and provisions of this Agreement are being observed at all times. The Company shall allow a steward sufficient time off from work without pay to attend to his Union duties. However, this shall not be construed as requiring the Company to place a non-working steward on any job. Under no circumstances shall stewards be discriminated against for the faithful performance of their duties as such.

**Section 3.** Provided further, stewards shall in no case cause a stoppage of work. In any case of trouble on the job which they cannot adjust with the Company, they must refer such matters to the Business Manager of the Union, or his/her designee.

**Section 4** The steward is to remain employed while the Company has three (3) or more employees therein, unless good cause is shown to justify removal.

**Section 5.** It is understood that a job shall mean any building or group of directly related buildings located in the area on which the Company is performing the work.

**Section 6.** The Union shall notify the Company of the appointment of a steward and the Company shall not be required to recognize any other employee in the adjustment of complaints, except as may be provided elsewhere in this Agreement.

**Section 7.** The Company shall notify the Union before giving employees in the bargaining unit formal warnings, suspensions or discharges. If advance notice is not reasonable, the Company shall notify the Union of the action taken as soon as is reasonably possible.

**Section 8.** Upon request, the Company shall provide the Union with a list of employees who are in the bargaining unit. Such list shall not be requested more frequently than once per quarter. The Company shall provide the Union and the steward written notification of employees who are discharged or who quit the service of the Company as soon as is reasonably practicable.

**Section 9.** The steward has the responsibility to inspect all working credentials.

## ARTICLE 5

### MANAGEMENT RIGHTS - UNION RIGHTS

**Section 1.** The management of the Company's business and the direction of the working force, including the right to plan, hire, suspend or discharge for proper cause, transfer or relieve employees from duty because of lack of work or other legitimate reasons; the right to study and introduce new or improved methods of operations or facilities; the right to establish, direct and maintain rules and regulations covering operations are vested exclusively in the Company; provided however, that these rights shall not be exercised in violation of any of the other terms and provisions of the Agreement.

**Section 2.** The Union reserves the right to discipline its members for violation of its laws, rules and agreements, in accordance with its Constitution and/or By-laws.

## ARTICLE 6

### NO STRIKE OR LOCKOUT

**Section 1.** The Union agrees that it will not authorize a work stoppage or strike and the Company agrees that it will not engage in a lockout because of any proposed changes in this Agreement or disputes relating from this Agreement.

**Section 2.** The Union further agrees that it will take every reasonable means which are within its powers to induce employee(s) engaged in a work stoppage or strike in violation of this Agreement to return to work. There shall be no responsibility on the part of either party, its officers, representatives or affiliates for any lockout, strike or other interruption of work unless it can be shown that either party by its actions or inaction causes a violation of this Section. All questions, disputes or controversies arising hereunder during the term of this Agreement shall be settled and determined solely and exclusively by the conciliation and arbitration procedures provided in the Agreement.

## ARTICLE 7

### GRIEVANCE PROCEDURE AND ARBITRATION

**Section 1.** Should any difference arise between the Company and the Union or the employees with respect to the meaning and application of the provisions of the Agreement, or should trouble of any kind arise resulting from an alleged violation of this Agreement, an earnest effort shall be made to settle such differences as expeditiously as practicable.

Within seven (7) calendar days of the event, the aggrieved employee will discuss the circumstances of the event with the immediate supervisor. If no agreement is reached, then the circumstances shall be reduced to writing within seven (7) calendar days from the last discussion with the supervisor and signed by either the employee or the steward. Failure to submit a written grievance within seven (7) calendar days shall constitute a permanent bar to further action.

**Step 1.** If a written grievance is submitted within seven (7) calendar days, the Business Manager, or designee, may request to meet with the designated Company operations representative. Such meeting shall be held as soon as convenient, but not to exceed twenty (20) calendar days after receipt of the written grievance by the Company.

**Step 2.** Should the parties fail to reach an agreement at Step 1, the Union may refer the issue to the next higher level of management or designee, as appropriate, within seven (7) calendar days of the issuance of the Company's Step 1 decision. The second Step meeting shall be held as soon as convenient, but not to exceed twenty (20) calendar days after the Company's receipt of the Union's request for the second Step meeting.



**Step 3.** Should the parties fail to reach an agreement at Step 2, the Union may refer the issue to the appropriate Director Labor Relations or designee, within seven (7) calendar days of the issuance of the Company's Step 2 decision. The third Step meeting shall be held as soon as convenient, but not to exceed twenty (20) calendar days after the Company's receipt of the Union's request for the third Step meeting.

The Company's decision at Steps 1, 2 and 3 shall be given to the Union within fourteen (14) calendar days of the close of the grievance meetings.

**Section 2.** Upon mutual agreement between the parties any step of the Grievance Procedure may be waived for a specific grievance. Grievances can be presented to the Company by an employee, group of employees or the Union. If a grievance is filed by a Business Representative of the Union on behalf of an employee or group of employees or for a contract violation, the grievance procedure may begin at Step 2. Likewise, if the Company believes itself aggrieved, such grievance may begin at Step 2.

**Section 3.** Any grievance with respect to a question of interpretation and application of the terms of this Agreement that may arise between the Company and the Union which are not satisfactorily settled between the representatives of the Company and the Union in Step 3 may be referred, at the written request of either the Union or the Company, to arbitration. Such written request must be made within fourteen (14) calendar days of the issuance of the Company's Step 3 decision. Within fourteen (14) calendar days of the written request for arbitration, a representative of the Company and a representative of the Union shall attempt to agree upon an arbitrator. If they are unable to agree upon an arbitrator within seven (7) calendar days, the parties will request the Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators from which the parties may jointly make selections. Within fourteen (14) calendar days after receipt of such list, the parties shall meet to choose one person from the list to serve as arbitrator by alternately striking one name each, until only one (1) name remains and the person so named shall be the arbitrator for the grievance. It is understood the party who struck the last name from the list will be required to strike the first name from the next list. The arbitrator shall be notified of his/her selection by a joint letter from the Company and the Union in which he/she is requested to offer dates for a hearing. The Union and the Company may mutually agree to process more than one grievance; otherwise only one grievance will be decided by the arbitrator.

**Section 4.** The arbitrator shall have no authority to: add to, subtract from, ignore, or in any other way modify any provision of this Agreement or substitute his/her discretion for that of management. If the matter brought before the arbitrator is not covered under this Agreement, the arbitrator will so rule. The arbitrator shall render no award under this Agreement which is retroactive for more than thirty (30) calendar days prior to the date the grievance was originally filed with the Company, or impose any ruling which is not consistent with this Agreement. If an adjustment in wages is appropriate, such adjustment shall be based on wage rates outlined in this Agreement. The decision of the arbitrator made in compliance with the foregoing, shall be final and binding on the Company, the Union and the aggrieved employee.

**Section 5.** Should it be determined that an employee, other than a probationary employee, was suspended or discharged without just cause and is restored to his former status, the Company shall have the right to credit against any back pay awarded any unemployment compensation received by the employee during the period involved.

**Section 6.** The decision of the arbitrator shall be in writing, shall include reasons for such findings and the conclusion, and shall be rendered within thirty (30) calendar days following the date of the receipt of the transcript of the last hearing conducted by the Company and the Union.

**Section 7.** The fee of the arbitrator shall be borne equally by the Company and the Union. No other joint expenses shall be incurred except by mutual written agreement of the parties.

## ARTICLE 8

### NET CREDITED SERVICE

**Section 1.** Net Credited Service (NCS) shall mean “term of employment” as set forth in the pension plan applicable to employees covered by this Agreement.

**Section 2.** An employee, who is employed for and normally scheduled to work forty (40) or more hours per week, shall be considered a “Regular Employee,” provided he/she has completed his/her probationary period. All new employees shall be considered on probation for the first six (6) months of employment. During this probationary period the Company shall have the right to discharge a probationary employee and the Company action shall not be subject to the grievance or arbitration provision of this Agreement.

**Section 3.** After the six (6) month probationary period, NCS shall apply to layoffs, recalls, movement through the wage schedule with satisfactory performance, selection of shifts and vacation.

**Section 4.** The Company will provide a semi-annual list to the Union Business Manager containing the names of active employees and their NCS date. The Union Business Manager may request, in writing, wage rates of all employees represented by the Union, and a summary sheet of a designated weekly payroll listing hours worked and wages paid. The Company will provide same in a reasonable time.

**Section 5.** Regular employees with one (1) or more years of service may be granted a leave of absence for Union activity. Union activity shall mean accepting a position with the Union for a period not to exceed one (1) year. An extension may be granted by the Company upon written request from the employee and the Union. Any employee shall, upon returning from a Union leave of absence, be reinstated to the same or similar job subject to the associated provisions of this Agreement and provided that the employee has the physical and mental fitness and capacity to perform the work available. Other leaves of absence will be in accordance with the Company’s leave policies.

## ARTICLE 9

### LAYOFFS AND RECALLS

**Section 1.** Layoffs of employees because of lack of work and recalls shall be made in accordance with the needs of the business.

- (a) Probationary employees shall be laid off first.
- (b) Thereafter employees shall be laid off within the affected classification (Apprentice or Journeyman), by the type of work they are normally assigned (installation, maintenance/mac.), taking into consideration the employees' skills and qualifications as well as customer requirements.
- (c) In order to expedite the processing of layoffs and to ensure that layoffs are in accordance with this Section, the Company shall notify the Union of the layoff before it occurs. Regular Employees included in the layoff shall be advised that they are being laid off at least one (1) hour before the layoff commences. No employee with two (2) or more years of service with the Company shall be laid off for economic reasons or because of lack of work without one (1) week notice, or receive payment there for when such notice is not given.

**Section 2.** When adding to the forces, Regular Employees laid off less than six (6) months shall be recalled within the appropriate classification by using the most recent laid off date to determine the first to be recalled to that classification and provided that the employee is available and has previously performed and is still qualified to perform the work available. When two or more former employees are equally qualified to be recalled, the NCS date will be used to determine the person to be recalled.

**Section 3.** A temporary layoff not to exceed three (3) working days may be given, without regard to Section 1, in the event that work progress on a job is stopped because of inclement weather, lack of readiness of other trades, lack of materials or interference by other trades. A temporary layoff, properly anticipated to be for more than three (3) consecutive working days or continuing beyond three (3) consecutive working days must be made in accordance with the provisions of Section 1 of this Article.

**Section 4.** Employees who are laid off, other than those on a temporary layoff, shall be paid for unused Excused Work Days for that calendar year. If a laid off employee is recalled during the same calendar year as the lay off, he/she will not be eligible for any additional Excused Work Days for that calendar year.

**Section 5.** In addition to all money due them on the normal pay cycle, Employees laid off pursuant to this Agreement will be paid a layoff allowance based on their seniority and their base weekly wage rate in effect at the time of the layoff, in accordance with the following:

LENGTH OF SERVICE	LAYOFF ALLOWANCE
0 - 23 Months	1 week of pay
24 - 47 Months	2 weeks of pay
48 - 59 Months	3 weeks of pay
60 Months or more	4 weeks of pay

- (a) Layoff allowances shall, at the employee's option, be paid as follows: (1) The total amount calculated above shall be paid as a lump sum within sixty (60) days after the employee has left service; or (2) the total amount calculated above shall be paid as a lump sum within sixty (60) days after start of the following calendar year.
- (b) An employee who has left the service of the Company and who has received a layoff allowance and who is employed or reemployed by any of the companies referred to in paragraph (d) below will be treated as follows: If the number of weeks from the effective date of leaving service to the date of employment or reemployment is less than the number of weeks' pay upon which the layoff allowance was based, exclusive of any payment in lieu of vacation, the amount paid to the employee for the excess number of weeks shall be considered as an advance to the employee by the Company and repayment shall be made as a lump sum or through authorized payroll deductions at the rate of fifteen percent (15%) of the employee's basic weekly wage rate until the amount of excess is repaid.
- (c) A re-engaged employee who has received a layoff allowance and who is again laid off will be paid the difference between the computed payment to which he or she is eligible and the net amount of any payment(s) which he or she may have received due to any previous layoff(s).
- (d) The provisions of this Section 5 do not apply in the case of an employee leaving service voluntarily (except as provided in this paragraph (d)), an employee on a leave of absence or an employee transferred to any other AT&T Company. The Company may, at its discretion, allow a volunteer not included in the layoff to take the place of an employee to be laid off and receive the layoff allowance, provided that the remaining employee replaces the departing volunteer at the volunteer's location.

**Section 6.** Laid off employees shall be paid all money due them on the normal pay cycle. Laid off employees may be eligible for extended medical coverage as provided in Article 20.

## ARTICLE 10

### HOURS OF WORK – OVERTIME

**Section 1.** The regular work day for employees assigned to installations shall consist of eight (8) hours reckoned between 8:00 a.m. and 4:30 p.m. Monday through Friday. The shift hours may be modified by not more than two (2) hours earlier or one (1) hour later. The regular work day for employees assigned to maintenance shall be 8:00 a.m. to 4:30 p.m. unless the customer shift hours are different, and then, shift hours may be modified by not more than two (2) hours earlier or one (1) hour later to conform to the customer shift hours, Monday through Saturday, except when a designated holiday intervenes.

When so elected by the Company multiple shifts of at least five (5) days duration may be worked. When two (2) or three (3) shifts are worked: The first shift (day shift) shall be worked between the hours of 8:00 a.m. and 4:30 p.m.. Employees on the day shift shall receive eight (8) hours pay at the regular hourly rate for eight (8) hours of work.

The second shift (swing shift) shall be worked between the hours of 4:30 p.m. and 12:30 a.m. Employees on the “swing shift” shall receive eight (8) hours of pay, for seven and one-half (7 ½) hours of work, at the regular hourly rate plus 10% shift differential.

The third shift (graveyard shift) shall be worked between the hours of 12:30 a.m. and 8:00 a.m. Employees on the “graveyard shift” shall receive eight (8) hours pay, for seven (7) hours of work, at the regular hourly rate plus 15% shift differential.

A lunch period of thirty (30) minutes shall be allowed on each shift.

All overtime work required for the completion of a regular shift shall be paid at one and one-half (1 ½) times the “shift” hourly rate. There shall be no pyramiding of overtime rates and double the straight time rate shall be the maximum compensation for any hour worked.

There shall be no requirement for a day shift when either the second or third a night shift is worked.

**Section 2.** Employees shall have the responsibility to work a reasonable amount of overtime. The Company has the right to assign and equitably distribute overtime. Employees shall be paid at the overtime rate of one and one-half (1 ½) times their basic hourly wage rate including applicable shift differential for work performed under the following conditions, except as provided in Section below:

- (a) In excess of eight (8) hours in any one (1) day or forty (40) hours in any one (1) calendar week.
- (b) For all "call out" prior to the employee's regularly scheduled starting time.
- (c) For all installation work performed on Saturday.

All overtime worked must be with the authority of the Company. Unauthorized work shall not be paid for.

**Section 3.** A premium payment at the rate of two (2) times the basic hourly rate including applicable shift differential shall be paid to employees for hours worked on a Sunday. A premium payment at the rate of one and one-half (1 ½) times the basic hourly wage rate including applicable shift differential shall be paid to employees for hours worked on a Recognized Holiday. No combination of overtime, premium and/or any other payments for time worked and/or any payments for time not worked, may produce an effective rate greater than two and one-half (2 ½) times an employee's basic hourly wage rate including applicable shift differential. (Premium rate will not be paid for hours not actually worked.)

For the purpose of crediting time not worked towards an employee's eligibility for overtime payments, only the following absences during a scheduled shift shall be considered:

- Death in Family
- Jury Duty
- Travel Time at the Company's Request
- Authorized attendance at approved joint Company/Union meetings
- Vacation Weeks or Days
- Excused Work Days
- Recognized Holidays

**Section 4.** An employee must be notified of a change in shift hours at least twenty-four (24) hours prior to the shift change.

**Section 5.** An employee reporting for work during a scheduled work day, without previous notice to the contrary, and who is not permitted to commence work or only works a portion of the first section of the shift, shall be guaranteed four (4) hours work or four (4) hours pay. When the work extends into any portion of the second section of the shift the employee shall be guaranteed eight (8) hours work or eight (8) hours pay.

This Section shall not apply to cases beyond the Company's control, such as fires, accidents, storms, floods, power failures, or Acts of God, in which case no guarantee of minimum pay or work shall apply.

**Section 6.** No transportation expense or traveling time, before or after working hours, shall be paid to employees for traveling to or from any job within the territorial jurisdiction covered by this Agreement (Cook County, Illinois).

**Section 7.** When an employee is ordered to begin and/or end his workday at a work site outside of Cook County, the employee's workday shall commence and end when the employee crosses the Cook County Line. The employee must cross the Cook County Line at the point closest in a straight line to the designated work site. When an employee is ordered to begin and/or end his workday at a work site outside of Cook County but in the same county as the employee's principal residence, the employee's work day shall commence and/or end at the assigned work site.

**Section 8.** When an employee is required to remain away from home overnight, the Company shall pay the following expenses:

- Authorized travel expenses
- Authorized lodging expenses
- A meal allowance of thirty-five dollars (\$35.00) for each full day associated with overnight travel. In the event a meal(s) is provided by the Company or otherwise provided to the employee at no cost, the meal allowance shall be adjusted in accordance with the following:
  - Reduction of \$7.00 for a provided breakfast
  - Reduction of \$11.00 for a provided lunch
  - Reduction of \$17.00 for a provided dinner

If a partial day is included with the overnight travel identified above, the employee shall receive a partial meal allowance based on reasonable departure and arrival times and taking into consideration any meals that are provided at no cost to the employee.

Note: Departure time is that time when the employee is reasonably expected to begin traveling to the overnight assignment. Arrival time is that time the employee would reasonably be expected to arrive at the assigned work location or his/her residence, whichever is applicable.

When possible, the Company will attempt to prepay or direct bill lodging and common carrier expenses.

**Section 9.** When an employee is assigned to work or training outside of the jurisdiction of this Agreement, which assignment requires the employee to remain away from home overnight, the Company and the Union may reach agreement that will vary the amount of the meal allowance provided above to cover extraordinary expenses which could be incurred by the employee.

## **ARTICLE 11**

### **STANDBY AND CALL-OUT**

**Section 1.** Employees with the necessary skills may be required to remain in contact with the Company outside of scheduled work hours by use of a Company provided pager or other authorized communication device.

**Section 2.** The Company shall seek volunteers to be considered for standby duty. Standby duty shall be rotated among the volunteers with the necessary skills and qualifications. If there is an insufficient number of volunteers who possess the necessary skills, the Company may assign standby duty to employees who have the skills required.

**Section 3.** Standby duty may be assigned for a calendar week or for a weekend (close of business Friday until the opening of business on Monday). Employees on standby duty for a calendar week shall be paid an amount equal to eight (8) hours of pay at his/her straight time rate. Employees on standby duty for a weekend shall be paid an amount equal to four (4) hours of pay at his/her straight time rate.

**Section 4.** When an employee on standby duty is required to leave his/her off duty location and immediately reports to work at the designated report location or customer site, the employee shall be paid at the applicable overtime rate from the time he/she leaves his/her residence until the time he/she returns to his/her residence, provided the assignment is not contiguous with his/her scheduled work tour, at which time the employee shall then be paid at the applicable overtime rate from the time the employee leaves his/her residence until the start of the normal work tour.

**Section 5.** If the employee on standby receives a case of trouble and the employee is able to fix the trouble without leaving his/her residence, the employee shall be compensated at the applicable overtime rate for all time so worked. There shall be a minimum of one-half (½) hour pay for such time worked.

**Section 6.** When another employee is required to substitute for an employee assigned standby duty, the assigned standby duty employee shall make the necessary arrangements for his/her replacement. This shall apply in cases where vacation or days off shall conflict with a standby schedule that was published prior to the employee requesting the vacation or time off.

**Section 7.** "Call-out" shall mean that an employee who is not on standby duty is called while he/she is off duty and instructed to leave his/her off duty location and immediately report to work at the designated report location or customer site. An employee responding to a call-out shall be paid from the time he/she leaves his/her off duty location until the time he/she returns. A minimum of two (2) hours pay at the applicable overtime rate shall be paid unless the call occurs less than two (2) hours before the start of the employee's next scheduled tour, at which time the employee shall be paid from the time the employee leaves his/her off duty location until the start of the scheduled tour. If the employee can resolve the problem without leaving his/her off duty location, the employee shall be eligible for compensation in accordance with Section 5 above.

**Section 8.** An employee who is called to report to work from his/her off duty location and has worked at least four (4) hours and completes the assignment prior to the beginning of his/her scheduled tour, the employee shall be granted a period of six (6) hours away from the job. That portion of this six (6) hour recuperation period which extends beyond the start of the employee's regularly assigned tour, if any, shall be classified as excused time from work without pay.

When the employee is called to report to work from his/her off duty location and the time spent on the assignment extends to or past the start of the employee's regularly scheduled tour, the employee may be excused without pay for the remainder of the regularly scheduled tour when the total time spent on the assignment and the regularly scheduled tour totals twelve (12) hours.



## ARTICLE 12

### AUTOMOBILE ALLOWANCE

**Section 1.** The employee shall report to the designated report location or job site unless otherwise notified by the Company. The Company shall not be responsible for employee transportation from home to job or from job to home. The Company shall supply transportation or pay Automobile Allowance, except as provided for in Section 3 below, for employees traveling from report location to job, from job to job and return to the initial reporting locations.

**Section 2.** The Company may deliver Company equipment and material to the work site or employees may deliver such equipment and material in Company provided vehicles or employees may deliver equipment and material in their personal vehicles, as provided in Section 3 below.

**Section 3.** No employee shall be required to use his personal vehicle for Company business. However, in the event the employee agrees to use his personal vehicle, the Company shall reimburse the employee for all appropriate receipted expenses, such as toll charges and parking. The employee shall also receive payment for such traveled road miles at the rate approved by the Internal Revenue Service (IRS) of the United States as a business use deduction. In the event the IRS changes the standard mileage rate allowable as a business use deduction from gross income during the term of this Agreement, the Company shall change the amount of reimbursement accordingly, effective the first of the month following the effective date of the change by the IRS. Such rate shall not exceed forty cents (\$.40) per road mile traveled. If such employee is instructed to transport Company material and/or equipment, other than normal hand tools, he shall be paid a daily travel allowance of \$5.00. In addition to the items listed in Attachment A, "normal hand tools" for purposes of the preceding sentence shall also include the following: Laptop computers and related portable accessories and components, portable test equipment, blueprints and documents required to complete the assigned job.

**Section 4.** Employees shall maintain automobile insurance coverage against normal risks and in such amounts as may be required for normal operation of a motor vehicle. The Company may request a copy of the employee's insurance policy and/or certificate of insurance. Employees shall take all reasonable measures to insure the safekeeping of the Company equipment and material when there is overnight or over-the-weekend parking.

**Section 5.** Nothing in this Article shall exclude the Company from the responsibility for loss resulting from collision, property damage and personal liability which may be incurred while the employee's vehicle is being used for Company business.

## ARTICLE 13

### SCHOOL SESSIONS

**Section 1.** The Company is aware of the frequent modifications and technical changes in model and equipment and the interest and necessity of the conscientious technician to keep current with all changes and modifications. The Company agrees to pay all tuition fees and for attendance at such authorized training sessions during regular work hours and the employee shall receive pay for such time at the employee's basic wage rate. The Company shall select the employee to receive such training. When selecting such employee, the Company shall consider the employee's ability and Net Credited Service. The training period shall be considered as time worked in computing the forty (40) hour workweek for overtime purposes. The Company agrees that Apprentices and Journeymen will be properly instructed to perform the necessary work on new types of equipment.

**Section 2.** Expenses associated with out-of-jurisdiction training shall be paid by the Company in accordance with Article 10 Section 8 of this Agreement.

**Section 3.** Travel time spent in going to and returning from an out of jurisdiction training assignment shall be considered as time worked and paid in accordance with the terms of this Agreement, provided that the employee travels in accordance with arrangements directed by the Company. Travel time shall mean the advertised schedule time. Travel shall be scheduled no later or earlier than days contiguous with the training session, whenever possible.

## ARTICLE 14

### WAGES

**Section 1.** The minimum wage rates for employees covered by this Agreement are set forth below:

		<u>Effective</u> <u>10/27/2013</u>	<u>Effective</u> <u>10/26/2014</u>	<u>Effective</u> <u>10/25/2015</u>	<u>Effective</u> <u>10/30/2016</u>
<b>Apprentice</b>					
Step 1 - (0-6 months)	C501	\$548.00	\$548.00	\$548.00	\$548.00
Step 2 - (7-12 months)	C502	\$607.00	\$608.50	\$610.50	\$612.00
Step 3 - (13-18 months)	C503	\$672.50	\$676.00	\$679.50	\$683.50
Step 4 - (19-24 months)	C504	\$745.50	\$751.00	\$757.00	\$763.50
Step 5 - (25-30 months)	C505	\$826.00	\$834.00	\$843.00	\$853.00
Step 6 - (31-36 months)	C506	\$915.00	\$926.00	\$939.00	\$953.00
Step 7 - (37-42 months)	C507	\$1,013.50	\$1,028.50	\$1,045.50	\$1,064.50
Step 8 - (42-48 months)	C508	\$1,123.00	\$1,142.50	\$1,164.50	\$1,189.00
Step 9 - (48-54 months)	C509	\$1,244.50	\$1,269.00	\$1,297.00	\$1,328.00
Step 10 - (54-60 months)	C510	\$1,378.50	\$1,409.50	\$1,444.50	\$1,483.50
<b>Journeyman</b>		\$1,527.50	\$1,565.50	\$1,608.50	\$1,657.00

#### **Pension Band: 528**

**Foreman:** \$2.00 per hour above Journeyman  
**General Foreman:** \$3.50 per hour above Journeyman

**Section 2.** The general description of work to be performed by classification and skill necessary to perform same is outlined below:

#### **APPRENTICE:**

Apprentices may have previous experience in work covered in this Agreement or they may be unskilled at the time of employment. They shall perform elemental and semi-skilled work such as pulling cable, termination blocks, and simple adjustments to existing systems. Apprentices may perform maintenance work. Apprentices at the Step 8 or above assigned "on-site" may perform adds, moves and changes for existing customers. Apprentices working "on-site" below Step 8 and Apprentices below Step 9 working in the field must be under the direct supervision of a Journeyman. The Journeyman is not required to constantly watch or work with the Apprentices but the Journeyman shall lay out the work for the Apprentice to perform. Apprentices working "on-site" above Step 8 and Apprentices above Step 9 working in the field may work without the direct supervision of a Journeyman, however, at no time shall Apprentices be responsible for supervising other Apprentices.

## **JOURNEYMAN:**

Skilled Journeyman having experience and displaying proficiency on all work specified in Article 2 and who by knowledge, experience, training and ability is capable of performing without supervision all the work necessary for the installation, operation, maintenance, repair and service of all business communications, electronic and sound equipment. The Journeyman is also responsible for the work of any Apprentice assigned to assist on the job, and it is also the responsibility of the Journeyman to see that all work is installed in good mechanical and workmanlike manner. Work must meet all requirements and specifications. Faulty work performed chargeable to negligence of incompetence of the Journeyman shall be remedied at the expense of the Journeyman. These charges are subject to grievance and Union inspection.

**Section 3.** Wages shall be paid bi-weekly by check during scheduled working hours or by mail on each Friday following the close of the pay period, except on occasions beyond the Company's control. When it is customary to mail the employee's check and if the check is not received by the employee by the Monday following the Friday that it was due, the employee shall be eligible for a duplicate check to be issued. The Company may make the necessary arrangements to deliver such check to the employee or the employee may be instructed to pick up said check at the Company office. In such case, when the original check is received by the employee, he/she shall immediately return the original check to the Company. Except as otherwise set forth in this Agreement, deductions by the Company from wages of any employee covered by the terms of this Agreement shall be performed by the Company in accordance with the Illinois Wage Payment and Collection Act.

**Section 4.** The ratio of Apprentices to Journeyman shall not exceed three (3) Apprentices to one (1) Journeyman on any job for installation and no more than one (1) Apprentices to every one (1) Journeyman in the Company.

**Section 5.** On any job where there are five (5) or more Journeymen working, there shall be a Foreman.

## ARTICLE 15

### RECOGNIZED HOLIDAYS

**Section 1.** The following are the Recognized Holidays for which regular employees shall be paid a Holiday Allowance consisting of a day's pay at the basic wage rate including shift differential for employees who received shift differential for two (2) full calendar weeks or more immediately prior to the Recognized Holiday:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Day
- Floating Holiday

The holidays shall be recognized on these specific days or on days designated as such by the Company. The Company shall designate the days that will be recognized as holidays in January of the current year.

**Section 2.** When a Recognized Holiday falls on a day in which the employee is not scheduled to work, the employee shall be paid for eight (8) hours times the employee's basis wage rate including shift differential for employees who received shift differential for two (2) full calendar weeks or more immediately prior to the Recognized Holiday. To be eligible to receive holiday pay, employees must report for work on the last regularly scheduled workday preceding the Recognized Holiday and the first regularly scheduled workday following the Recognized Holiday, or if excused for valid reasons by the Company.

## ARTICLE 16

### VACATIONS

**Section 1.** Employees shall be eligible to accrue vacation time based upon service with the Company as follows:

Two (2) weeks of vacation during each vacation year in which the first to sixth year service anniversary date falls. In the first year of employment, when an employee completes six (6) months of service they will be granted one (1) week of vacation. If an employee completes six (6) months of service and the first service anniversary falls in the same vacation year, only two (2) weeks of vacation shall be granted. The first week may be granted anytime after the completion of six (6) months of service, and the second week granted after the completion of twelve (12) months of service.

Three (3) weeks of vacation during each vacation year in which the seventh to fourteenth year service anniversary date falls.

Four (4) weeks of vacation during each vacation year in which the fifteenth and subsequent service anniversaries fall.

**Section 2.** Vacation pay is based on the employee's basic wage rate plus shift differential for those employees who received the differential for two (2) full calendar weeks or more immediately prior to the beginning of his/her vacation period.

**Section 3.** Requests for vacation time off will be granted in so far as practical. In order to ensure orderly and unhindered operation, the final right to allotment of vacation is exclusively that of the Company. Employees with more than two (2) weeks of vacation time shall be allowed to select the first two (2) weeks of scheduled time off and then all other employees will be allowed to schedule vacation time. Vacation selection shall begin in October and be completed no later than December 15<sup>th</sup> for the subsequent vacation year.

**Section 4.** An employee who is eligible for more than two (2) weeks of vacation may choose to schedule one (1) of those weeks on a day-at-a-time basis. Day-at-a-time scheduling will be in a second selection priority canvass and should be completed no later than December 15<sup>th</sup> of each year for the subsequent vacation year.

**Section 5.** In addition to the time off scheduled in Section 3 and Section 4, employees shall also select "reserve time" on the second selection priority canvass. Reserve time shall equate to vacation time not selected in Section 3 and Section 4 above. The period during which the reserve time may be scheduled shall extend through March 31<sup>st</sup> of the following vacation year. Any time off not taken by an employee prior to the scheduled reserve time must be taken during the period scheduled by that employee for reserve time.

An employee who is eligible for more than two (2) weeks of vacation may choose to schedule one (1) of those weeks as reserved time.

**Section 6.** Employees who leave the service of the Company for any reason shall be paid in lieu of any unused vacation time in accordance with Appendix A15 SBC Global Services Appendices to Core Memorandum. In case of death, such pay in lieu of any unused vacation time for the current year shall be paid to the employee's estate. Employees shall not earn vacation credit for any period during which they are on layoff or leave of absence.

**Section 7.** The vacation year shall be from December 31<sup>st</sup> through December 30<sup>th</sup> of the following year.

## ARTICLE 17

### EXCUSED WORK DAYS

**Section 1.** Each employee who has at least twelve (12) months of Net Credited Service on January 1 of each calendar year shall be eligible for four (4) paid Excused Work Days and one (1) non-paid Excused Work Day. Employees who do not have twelve (12) months of service on January 1 of a calendar year shall be eligible for two (2) paid Excused Work Days to be taken after they have attained twelve (12) months of service.

**Section 2.** Employees shall be paid for the Excused Work Days as if for a normal or standard eight (8) hour work day.

**Section 3.** Excused Work Days must be used during the current calendar year and cannot be carried over to the following calendar year. Employees who leave the service of the Company shall not be paid in lieu of any Excused Work Days not taken.

**Section 4.** If an employee agrees to work on a scheduled Excused Work Day and the Company determines that the day cannot be rescheduled, the employee shall be paid for all time worked at his/her basic hourly wage rate in addition to regular pay for the Excused Work Day.

## ARTICLE 18

### TREATMENT OF TIME NOT WORKED

**Section 1.** Payments for absence due to a death in the family, as described below, may be allowed for regular employees with a minimum of six (6) months of service. Pay for this purpose shall include applicable shift differential.

**Section 2.** In the event of death in the immediate family of an employee, the employee may be granted time off from work with pay, up to three (3) work days, to handle family affairs and attend the funeral. For this purpose, the immediate family is defined as the employee's: father, mother, spouse or Legally Recognized Partner, child, brother, sister, father-in-law, mother-in-law, grandparents, spouse's grandparents or stepchild.

**Section 3.** Employees who are absent due to jury duty shall be paid their basic wage for the shift in which the absence occurs, up to a maximum of two (2) weeks, provided the Company is given two (2) weeks notice before such time is required. It is expected that employees excused from jury duty at a time that will permit them to report for work shall communicate with their supervisor for such assignment as may be reasonable under the circumstances.

## ARTICLE 19

### SAFETY

**Section 1.** Safety is a concern to the Company and the Union. The Company and the Union mutually recognize the need for a work environment in which safe operations can be achieved in accomplishing all phases of work, and the need to promote better understanding and acceptance

of the principals of safety on the part of all employees to provide for their own safety and that of their fellow employees, customers and general public.

**Section 2.** The Company shall notify the Union of safety issues brought to the Company's attention which may have a direct impact on employees in the bargaining unit. Likewise, employees shall notify the Company of any unsafe working conditions brought to their attention.

**Section 3.** The Company shall make and enforce reasonable provisions for the safety and health of employees during working hours and shall provide all reasonable protective devices and other equipment to protect them from injury. Employees must comply with all reasonable safety rules issued by the Company.

**Section 4.** Employees shall not be required to work in an area that is unreasonably hazardous to their health or safety. If an employee encounters a hazardous condition in an assigned work area, he shall contact his supervisor for further instructions. When employees express reasonable concerns about their personal safety in connection with an assignment in a locality in which it is reasonable for them to believe that they may be victims of assault or other criminal activity, the employee will not be required to work alone.

## ARTICLE 20

### BENEFITS

**Section 1.** All pension and health and welfare benefits are those referenced in Appendix A15 Memorandum of Agreement Regarding SBC Global Services Appendices to Core.

**Section 2.** Employees covered by the Ameritech Comprehensive Health Care Plan (plan name change expected 2<sup>nd</sup> qtr. 2013 to AT&T Midwest Bargained Employee and Eligible Former Bargained Employee Medical Program) who are laid off and who are not eligible for a service pension shall be eligible for continued Company medical coverage for three (3) months following the month in which the employee left the service of the Company, at the Company's expense. Similarly, employees with five (5) years or more of Net Credited Service shall be eligible for continued Company medical coverage for five (5) months following the month in which the employee was laid off, at the Company's expense. Payment of extended medical coverage by the Company shall not extend the period of coverage beyond that required to be provided by the Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1986.



## ARTICLE 21

### MISCELLANEOUS BENEFITS

**Section 1.** The Company shall provide a bulletin board for the Union to post official notices to its members. In lieu of providing a separate bulletin board, the Company may allot a reasonable amount of space on its own bulletin board for the exclusive use of the Union to post official notices.

The Union agrees to only post notices about the following matters: elections, meetings, reports, other official Union business and notices of Union social and recreational activities. The Union agrees not to post material of a derogatory nature regarding the Company or its personnel. Should any notices of this nature appear on the Union bulletin board mentioned, the Union agrees to take down such material on demand, and if it fails or refuses to do so, such material may be removed by a representative of the Company.

**Section 2.** Employees who enlist or are inducted into the Armed Forces under the Selective Service Act shall, upon their honorable discharge, have service treated in accordance with the Military Leave Policy and any applicable state or federal laws.

**Section 3.** The Union agrees that, as a condition of this Agreement, the Company name, address and telephone number shall be listed on the Union's "Fair List" and such list shall be furnished to all electrical contractors under agreement with the Union.

## ARTICLE 22

### GENERAL PROVISIONS

**Section 1.** Employees shall be responsible to provide hand tools identified in Attachment A of this Agreement. Employees shall also be responsible for other tools or equipment issued to them by the Company, provided they are furnished with a locker or other safe place for the storage of tools or equipment. Employees shall not be responsible for loss due to forcible entry, hold-up, wear and tear. Employees that report to work without the tools identified in Attachment A may be denied work until they return with such tools.

**Section 2.** Local Union 134 is a part of the International Brotherhood of Electrical Workers and any violation or annulment of the Agreement of this or any other Local Union of the International Brotherhood of Electrical Workers by the Company will be sufficient cause for cancellation of this Agreement after the facts have been determined by the International Office of the Union. The Company further agrees that it will not sublet, assign or transfer any work covered by this Agreement to any other person, firm or corporation that is not signatory to a collective bargaining agreement with the International Brotherhood of Electrical Workers that active employees covered by this Agreement can perform by working a normal work week.

**Section 3.** The Company shall "post" bargaining unit jobs available within the Company so that current employees will have the opportunity to bid for changes in work group or for advancement. These job openings shall be posted for a minimum of fourteen (14) calendar days prior to the Company attempting to fill them from outside the bargaining unit. When openings are filled qualifications and seniority shall be considered.

**Section 4.** The Company shall provide the Union a copy of its Supervisor Electrician's License.

## ARTICLE 23

### DURATION

**Section 1.** This Agreement shall take effect June 23, 2013, and shall remain in effect until eleven fifty-nine (11:59 p.m.) June 24, 2017. It will be automatically renewed for one (1) or more additional periods of fifty-two (52) weeks each until amended or terminated as hereinafter provided.

**Section 2.** Either party may at least sixty (60) days but not more than seventy-five (75) days prior to June 23, 2012 give notice of its desire to reopen the Agreement for the purpose of negotiating with respect to wages and working conditions and the parties shall meet within thirty (30) days thereafter to negotiate with respect to this request.

**Section 3.** Either party desiring that this Agreement be amended, effective for any yearly period subsequent to the initial period described in Section 1 above, shall notify the other party in writing, not less than sixty (60) days and not more than seventy-five (75) days prior to the beginning of the yearly period for which it is desired that the amendments become effective, of its desire to reopen the Agreement for the purpose of negotiating with respect to wages and/or working conditions. Negotiations with respect to desired amendments shall commence not more than thirty (30) days prior to the first day of such yearly period, unless the parties mutually agree otherwise.

**Section 4.** Either party desiring to terminate this Agreement at the end of the initial period described in Section 1 above, or at the end of any yearly period thereafter, shall notify the other party in writing at least sixty (60) days prior to the expiration of the initial period, or of the then current yearly period, such notice to set forth fully the reason or reasons for the desire to terminate in order that the parties may, prior to the end of any such period, have an opportunity to discuss and settle any existing differences of opinions as to the reason or reasons for the desire to terminate, to settle any controversial issues which may become involved in reaching agreement or to agree on a definite means of settling all such differences or issues.

**Section 5.** Nothing in this Article shall be construed to prevent the parties from making any changes in this Agreement which are mutually agreeable to the parties at any time during the tenure of this Agreement.

**Section 6.** This Agreement shall remain in effect for only as long as the Company employs one or more employees in the classifications covered by this Agreement.

**Section 7.** Any changes agreed upon shall be reduced to writing, signed by both parties hereto, and submitted by the Union to the International Office of the I.B.E.W. for approval, and approved by the International Office the same as this Agreement.

## **ARTICLE 24**

### **SEPARABILITY**

Should any provision of this Agreement be declared illegal by any court of competent jurisdiction, such provision shall immediately become null and void, leaving the remainder of the Agreement in full force and effect and the parties shall thereupon seek to negotiate substitute provisions which are in conformity with the applicable laws.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this twenty-third (23rd) day of June, 2013.

## TOOLS

The tools listed below are required for each Trainee and/or Journeyman covered by this Agreement.

1. BLACK TOOL CASE OR EQUIVALENT
2. PUNCH ON TOOL
3. CABLE CUTTERS
4. DIAGONAL STRIPPERS
5. ASSORTED FLATBLADE SCREWDRIVERS
6. ASSORTED PHILLIPS SCREWDRIVERS
7. HAMMER
8. LEVEL
9. HACK SAW
10. TAPE RULE
11. LONG NOSE PLIERS
12. SCRATCH AWL
13. ADJUSTABLE CRESCENT WRENCH
14. LINEMAN PLIERS
15. CHANNEL LOCKS
16. FLASHLIGHT
17. SCISSORS
18. CHISEL
19. DROP CHAIN
20. TOOL BELT OR POUCH
21. T-25 STAPLE GUN

Tools are subject to inspection by the Company. Employees are responsible for the safekeeping of their tools and equipment.

### **SUGGESTED TOOL LIST**

1. ALLEN WRENCH SET
2. SOLDERING IRON
3. BICS PUNCH-ON TOOL
4. BICS BLOCK TEST CLIPS
5. WIRE-WRAP UNWRAP TOOL
6. WRAP AROUND CABLE STRIPPER
7. TESTTAR 2 PR. MOD CLIP TO 66M150 BLOCK
8. BUTT SET
9. TONE
10. PROBE

**MEMORANDUM OF AGREEMENT  
BETWEEN  
SBC GLOBAL SERVICES, INC.  
(the Company)  
AND  
INTERNATIONAL BROTHERHOOD OF ELECTRICAL  
WORKERS  
LOCAL UNION 134  
(the Union)**

**FLOATING HOLIDAY**

The Company agrees that employees covered under Appendix F of the parties' June 23, 2013 Collective Bargaining Agreement shall be eligible for one (1) additional Floating Holiday for each year of the Agreement. Eligibility for the one (1) additional Floating Holiday shall be effective January 1, 2014.

This Memorandum of Agreement will remain in effect through the term of the 2013 Collective Bargaining Agreement between the Parties.



# APPENDIX G





**AGREEMENT**

**BETWEEN**

**SBC GLOBAL SERVICES, INC.**

**AND**

**LOCAL UNION 494, I.B.E.W., AFL-CIO**

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## **AGREEMENT**

This Agreement made and entered into this 23rd day of June, 2013, by and between SBC Global Services, Inc. hereinafter called the "Employer" and Local Union 494, International Brotherhood of Electrical Workers, AFL/CIO, hereinafter called the "Union."

### **BASIC PRINCIPLES - RECOGNITION**

The Employer and the Union have a common and sympathetic interest in the telecommunications industry. Therefore, a working system and harmonious relations are necessary to improve the relationship between the Employer, the Union and the public. Progress in industry demands a mutuality of confidence between the Employer and the Union. All will benefit by continuous peace and by adjusting any differences by the rational common sense procedure contained herein.

The Employer recognizes the Union as the sole and exclusive representative of all its employees performing work within the jurisdiction of the Union in the state of Wisconsin for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment.

## **ARTICLE 1**

### **EFFECTIVE DATE-CHANGES-GRIEVANCES-DISPUTES**

- 1.01 This Agreement shall take effect June 23, 2013, and shall remain in effect until June 24, 2017, except as provided in 1.02 below and Article 9.
- 1.02 Either party desiring to change or terminate this Agreement must notify the other, in writing, at least 90 days prior to the anniversary date. Whenever notice is given for changes, the nature of the changes desired must be specified in the notice.
- 1.03 This Agreement shall be subject to change or supplement at any time by mutual consent of the parties hereto. Any such change or supplement agreed upon shall be reduced to writing, signed by the parties hereto, and submitted to the International Office of the I.B.E.W. for approval, the same as this Agreement.
- 1.04 There shall be no stoppage of work either by strike or lockout because of any proposed changes in this Agreement, or dispute over matters relating to this Agreement. All such matters must be handled as stated herein.
- 1.05 Any and all disputes and differences whatsoever between the Company and the Union or any of its members shall be exclusively settled in the following manner and there shall be no interruption of the business. It is agreed that the time limitations set forth herein are of the essence and that no action or matter not in compliance therewith shall be considered

the subject of a grievance, unless said time limitations are extended by written agreement of both parties to this Agreement.

1.06 The grievance procedure shall be as follows:

STEP 1 The aggrieved employee must first present the grievance to his Supervisor. The steward may be present with the employee or the employee may present the grievance alone. The time limit for filing a grievance shall be three (3) working days after the employee could reasonably have had knowledge of the event which gave rise to the grievance. The aggrieved employee's Supervisor shall give an answer to the grievance within three (3) working days, except for grievances where the Employer needs more time to fully investigate and/or gather information concerning the grievance.

STEP 2 If the matter is not settled at Step 1, the grievance will be reduced to writing and may be appealed to the Operations Manager or designee, provided that such appeal must occur within five (5) working days of the Step 1 answer or, if none, within five (5) working days of the expiration of the period for an answer at Step 1.

STEP 3 If the matter is not settled at Step 2, the grievance may be appealed to the appropriate Director of Labor Relations or designee, provided such appeal is in writing and must occur within five (5) working days of the Step 2 answer. Grievances appealed to Step 3 will be discussed in a meeting between the Employer and the Union representatives at a mutually convenient and reasonable date, time, and place. The Employer will issue a decision in writing within ten (10) working days of the Step 3 meeting.

Failure of the Employer to answer a grievance within the time limits herein shall permit the Union to appeal the case to the succeeding step of the procedure, except that the time limits may be extended by mutual agreement of the parties. Any settlement at Step 1, 2 or 3 shall be binding upon the Employer, Union and the aggrieved employee or employees.

Notwithstanding that a grievance shall be pending, employees shall promptly and efficiently carry out instructions and orders of any supervisor incident to the proper and efficient conduct of the business of the Employer. The compliance with an order or instruction shall not waive the employee's right to have the same handled as a grievance. Refusal to comply with an order or instruction shall be cause for suspension or discharge at the Employer's option.

1.07 If the matter is not settled in Step 3, either party, but not an individual employee or employees, may submit the dispute to arbitration by serving a written request to arbitrate upon the other party by certified mail, return receipt requested, setting forth the facts and specific issues, within ten (10) working days after the answer is given at Step 3 hereof. If the parties fail to agree on the selection of an arbitrator, such arbitrator shall be selected in accordance with the rules of the Federal Mediation and Conciliation Service then in

effect. An arbitrable matter must involve the meaning and application of a specific provision of this Agreement. Management rights and prerogatives not specifically and expressly abridged by this Agreement are not subject to arbitration. The provisions of this Agreement shall be the sole source of any rights which either party may assert in arbitration. The arbitrator shall have no power to amend, add to, subtract from, or change the terms of this Agreement, and shall be authorized only to interpret the existing provisions of this Agreement and apply them to the specific facts of the grievance or dispute. The decision of the arbitrator shall be based wholly on the evidence and arguments presented by the parties in the presence of each other and/or written briefs. Ex parte arbitration hearings and awards are void. The decision of the arbitrator within the limits herein prescribed shall be final and binding on all parties to the dispute, including the employee or employees involved. The Union will discourage any attempt of its members, and will not encourage or cooperate with any of its members, in any appeal to any court or Labor Board or administrative body from a decision of the arbitrator. The fee of the arbitrator and related expenses shall be borne equally by the Employer and the Union.

## **ARTICLE 2**

### **EMPLOYER RIGHTS - UNION RIGHTS**

- 2.01 The Union understands the Employer is responsible to perform the work required by the needs of the business. The Employer shall therefore have no restrictions, except those specifically provided for in this Agreement in planning, directing and controlling the operation of all its work, in deciding the number and kind of employees to properly perform the work, in hiring and laying off employees, in transferring employees from job to job within the local union's geographical jurisdiction, in determining the need and number as well as the person who will act as foreman, in requiring all employees to observe the Employer's rules and regulations not consistent with this Agreement, in requiring all employees to observe all safety regulations, and in discharging employees for proper cause.
- 2.02 The Employer recognizes the right of its employees to organize and bargain collectively through representatives of their own choosing. Local Union 494 of the International Brotherhood of Electrical Workers is hereby recognized as the exclusive bargaining representative for all employees of the Employer engaged in the work covered by the terms of this Agreement.
- 2.03 The Union agrees that if, during the life of this Agreement, it grants to any other Employer in the Telecommunications Industry on work similar to that covered by this Agreement, any better terms or conditions than those set forth in this Agreement, such better terms or conditions shall be made available to the Employer under this Agreement and the Union shall immediately notify the Employer of any concession.

- 2.04 Local Union 494 is part of the International Brotherhood of Electrical Workers and violation or annulment of this Agreement by this or any other Local Union of the International Brotherhood of Electrical Workers by the Employer will be sufficient cause for cancellation of this Agreement after the facts have been determined by the International Office of the Union. The Employer further agrees that he will not sublet, assign or transfer any work covered by this Agreement to any other person, firm or corporation if such subletting, assigning or transfer will cause the loss of work opportunities to employees in the Employer's establishment covered by this Agreement. Any such subletting, assigning or transfer shall be allowable after a mutual determination has been made by the representatives of the parties hereto that such action is not in conflict with the preceding sentence.
- 2.05 No member of the Local covered by this Agreement, while he remains a member of such Local and subject to employment by the Employer operating under this Agreement shall himself become a contractor for the purpose of any work covered by this Agreement.
- 2.06 It is the continuing policy of the Employer and the Union that the provisions of this Agreement shall be applied to all employees without regard to race, sex, age, color, creed, or national origin.
- 2.07 Employees laid off pursuant to this Agreement will be paid a layoff allowance based on their seniority and their base weekly wage rate in effect at the time of the layoff, in accordance with the following:

<b>LENGTH OF SERVICE</b>	<b>LAYOFF ALLOWANCE</b>
0 - 23 Months	1 week of pay
24 - 47 Months	2 weeks of pay
48 - 59 Months	3 weeks of pay
60 Months or more	4 weeks of pay

- (a) Layoff allowances shall, at the employee's option, be paid as follows: (1) The total amount calculated above shall be paid as a lump sum within sixty (60) days after the employee has left service; or (2) the total amount calculated above shall be paid as a lump sum within sixty (60) days after start of the following calendar year.
- (b) An employee who has left the service of the Company and who has received a layoff allowance and who is employed or reemployed by any of the companies referred to in paragraph (d) below will be treated as follows: If the number of weeks from the effective date of leaving service to the date of employment or reemployment is less than the number of weeks' pay upon which the layoff allowance was based, exclusive of any payment in lieu of vacation, the amount paid to the employee for the excess number of weeks shall be considered as an advance to the employee by the Company and repayment shall be made as a lump sum or through authorized

payroll deductions at the rate of fifteen percent (15%) of the employee's basic weekly wage rate until the amount of excess is repaid.

- (c) A re-engaged employee who has received a layoff allowance and who is again laid off will be paid the difference between the computed payment to which he or she is eligible and the net amount of any payment(s) which he or she may have received due to any previous layoff(s).
- (d) The provisions of this Article 2.07 do not apply in the case of an employee leaving service voluntarily (except as provided in this paragraph d), an employee on a leave of absence or an employee transferred to any other AT&T Company. The Company may, at its discretion, allow a volunteer not included in the layoff to take the place of an employee to be laid off and receive the layoff allowance, provided that the remaining employee replaces the departing volunteer at the volunteer's location.

### **ARTICLE 3**

#### **HIRING PROCEDURES**

- 3.01 It is the intention of the parties to cooperate in the matter of securing competent employees whenever a vacancy occurs, or the staff of the employees is to be increased. To that end, the Employer will give the Union as much advance notice as possible of openings, and applicants who are not members of the Union shall, prior to being employed, be referred to the Union for advice as to the Union membership requirements of this Agreement. The Employer shall notify the parties to this Agreement, in writing, of new hires, layoffs, and terminations.
- 3.02 Employees covered by the terms of this Agreement shall, as a condition of employment, pay or tender to the Union amount equal to the periodic dues or applicable fees from and after the thirty-first (31st) day following the date of their employment or the effective date of this Agreement, whichever is later.
- 3.03 A new employee for the first 180 days of his employment shall be on probation, during which time the Employer shall have the sole and absolute right to discipline, discharge, or retain the employee in its own discretion, without the employee having any rights under Article 1 Section 1.07 of this Agreement. All probationary employees' names, addresses and social security numbers will be filed or registered with the Local Union prior to working on any project or job site. If, after a fair trial, the Employer believes such probationary employee is not qualified for the position to be filled, the Employer may, during such probationary period, terminate the employment of such employee. During the period of probationary employment, an employee shall work under the conditions and receive not less than the minimum rates of pay established in this Agreement. An employee retained in the employ of the Employer for more than 180 days shall be deemed as a regular employee. The Employer and the Union may extend the probationary period of any probationary employee by mutual consent expressed in writing.

- 3.04 When hired, employees shall be assigned to a job title and an hourly wage rate, or percentage thereof, as established in Article 7 as agreed by the Employer and the employee.

## **ARTICLE 4**

### **TRAINING**

- 4.01 One (1) Trainee Technician may be employed for the first full-time Journeyman Technician employed and one additional Trainee Technician for each Journeyman Technician employed by the Employer.
- 4.02 Trainee Technicians shall perform work only under the supervision of a Journeyman Technician. Trainees at Step 5 and below of the wage progression schedule in Appendix A cannot work alone.
- 4.03 An Installer shall perform the work described as peripheral or wiring to include pulling cable, terminating cable and splicing as well as testing of cable, and to assist in the testing of the system at cutover time, but no work at the "headend" without direct supervision by a Journeyman Technician or Trainee Technician

## **ARTICLE 5**

### **HOURS OF WORK AND OVERTIME**

- 5.01 This Article is intended only to provide a basis for calculation of overtime and is not to be construed as a guarantee of hours of work per day or week.
- 5.02 A day shift shall be any consecutive eight (8) hours worked between 6:30 a.m. and 6:00 p.m., with one-half (½) hour intermission for lunch after the first four (4) hours. A night shift shall be any consecutive eight (8) hours worked where any hours fall between 6:01 p.m. and 6:29 a.m. Forty (40) hours shall constitute a regular week's work, made up of five (5) days, Monday through Friday.
- 5.03 An employee who is unable to report for duty or who will be late, shall notify his or her supervisor prior to the time the employee is scheduled to begin work unless an emergency situation makes prior notice impossible. In such a case, notice will be given as soon as practical. The cause of the tardiness or absence and its probable duration shall be given.
- 5.04 A shift premium of ten percent (10%) shall be paid to employees working a night shift Monday through Friday. Employees working a combination of days and nights Monday through Friday shall be paid a swing shift differential. Such employees shall be



- compensated at their the basic hourly wage rate provided that the one or two odd shifts, as appropriate, shall be paid at one and one-half (1 ½) times the basic hourly wage rate without differential.
- 5.05 Overtime shall be paid at the rate of one and one-half (1 ½) times the basic hourly wage rate including applicable differential for all work performed in excess of eight (8) hours in any one work day, forty (40) hours worked in any one (1) calendar week or for any time worked on a Saturday. Two (2) times the basic hourly wage rate shall be paid for all work performed on Sunday. All overtime must be authorized by the Employer or it will not be paid. The Employer may require employees to work a reasonable amount of overtime as a condition of continued employment with the company. No combination of pay treatment may result in a rate of pay higher than two (2) times the basic hourly wage rate including applicable differential, except pay treatment for working on a Recognized Holiday shall be as provided in 5.06 below.
- 5.06 An employee shall be compensated at the rate of one and one-half (1 ½) times the basic hourly wage rate for each hour, up to eight (8) hours, worked on a Recognized Holiday, plus eight (8) hours holiday pay. The time worked in excess of eight (8) hours on a Recognized Holiday shall be paid two and one-half (2 ½) times the basic hourly rate.
- 5.07 When employees are called for emergency work on Saturdays, Sundays, Recognized Holidays, or after being released at their regular quitting time, they shall receive pay at the established overtime rate, but in no case shall an employee called for work receive less than two (2) hours pay at the established overtime rate.

## **ARTICLE 6**

### **SCOPE OF WORK**

- 6.01 This Agreement covers employees of the Employer engaged in work in connection with the installation, testing, maintenance, operation and servicing of all sound, intercom, telephone interconnect, closed circuit T.V. systems, radio systems, background music systems, language laboratories, electronic carillon, antenna distribution systems, clock and program systems and low-voltage systems such as visual nurse call, audio/visual nurse call systems, and doctors entrance register systems. This includes wire and cable carrying audio, visual, data, light and radio frequency signals. It includes the installation of conduit, wiremold, or raceways in existing structures that have been occupied for six months or more where required for the protection of the wire or cable, but does not mean a complete conduit or raceway system. Work covered by this Agreement does not include the installing of conduit, wiremold or any raceways in any new construction, or the installation of power supply outlets by means of which external electric power is supplied to any of the foregoing equipment or products.
- 6.02 This Agreement is not intended to prevent a supervisory or professional employee (1) from engaging in testing and instruction, (2) from performing advance technical work

which regular employees are not immediately capable of performing or (3) from performing work requiring a license (excluding electrical contractor's license, if any) not possessed by regular employees. The name of this working person shall be filed or registered with the Local Union prior to any work on the project or job site.

## **ARTICLE 7**

### **WAGES**

- 7.01 The minimum rate of pay for Technicians and Installers shall be in accordance with Attachment A which is attached and made part of this Agreement.
- 7.02 The minimum rate of pay for foremen shall be ten percent (10%) higher than that of the Journeyman Installer or Journeyman Technicians, as appropriate. The minimum rate of pay for junior foreman shall be five percent (5%) higher than that of the Journeyman Installer or Journeyman Technician, as appropriate.
- 7.03 A foreman shall be designated on any installation job site where five (5) or more workers are employed by the Employer. The foreman may work with the tools as required by the Employer. A junior foreman shall be designated on any installation job site where supervision is required and when at least three (3) but less than five (5) workers are employed by the Employer. A junior foreman may or may not be designated, as determined by the Employer, on job sites that have a foreman designated.
- 7.04 The Employer agrees to deduct and forward to the Financial Secretary of the Local Union - upon receipt of a voluntary written authorization - the additional working dues from the pay of each IBEW member. The amount to be deducted shall be the amount specified in the approved Local Union Bylaws. Such amount shall be certified to the Employer, by the Local Union, upon request by the Employer.
- 7.05 Wages and authorized travel expenses shall be payable on the job, by mail, direct deposit, or at the office of the Employer, but employees shall be allowed necessary time to reach the office of the Employer if payment is only made at the office.
- 7.06 Employees shall be paid biweekly and in accordance with the Employer's pay cycles.

## ARTICLE 8

### TOOL LIST - WORKING RULES

- 8.01 Each employee shall furnish his own kit of conventional tools suitable to the type of work involved. The following minimum tools shall be furnished by the employee:

Adjustable Wrench	Hip Tool Pouch-or suitable portable tool box
Diagonal Cutters	Drywall Saw
Hack Saw	Flashlight
Level	Hammer
Long Nose Pliers	Linemen Pliers
Tape Measure	Set of Screwdrivers

Other tools necessary for the job shall be furnished by the Employer. The employee shall be responsible for the safekeeping of such tools.

- 8.02 Employees shall be held responsible for tools or equipment issued to them by the Employer provided they are furnished with a toolbox, locker or other safe place for the storage of such tools.
- 8.03 The Employer shall reimburse each employee authorized to use his own vehicle for transportation from shop to shop, job to job, and job to shop at the maximum allowable rate established by IRS as a business use deduction.
- 8.04 For purposes of this Agreement, the Employer has defined three geographical areas: Milwaukee (Milwaukee, Ozaukee, Washington and Waukesha Counties), Madison (Dane County) and Appleton (Outagamie, Brown, Winnebago, and Calumet Counties). To meet the future needs of the business, the Employer may, at its discretion, create additional geographical areas within the state.
- 8.05 On all work covered by this Agreement, performed within the geographical areas, travel time or travel expenses shall not be paid (with exception of Section 8.03).
- 8.06 Any employee being required by the Employer or foreman to go to the shop of the Employer or to a supply store for material or other purposes before starting work in the morning shall report and be ready to work at the normal starting time, the same as going to the job direct. Employees reporting but not ordered to so report to a shop or office and not being assigned to work must not stay there for more than one hour after reporting unless they are being paid for their time.

Employees shall report to work at the normal starting time and leave at the normal quitting time on jobs located in their geographical work area.

- 8.07 Nothing in this Section shall be construed to preclude the Employer from furnishing an automobile or other transportation for any employee required to furnish his own automobile as a condition of employment by the Employer.
- 8.08 When employees are sent to work outside the jurisdiction of this Local Union and are required to remain out of town overnight, the Employer shall furnish the employee's lodging and provide board as specified in this Section. Board shall be seven dollars (\$7.00) for breakfast, eleven dollars (\$11.00) for lunch and seventeen dollars (\$17.00) for dinner while on the overnight assignment and the meal is not otherwise provided at no cost to the employee. When employees are required to use their own vehicles, mileage shall be paid from the geographical area line except if the employee resides in the same geographical area that he is assigned to work. In addition to the reimbursement for the use of the vehicle, the Employer shall also reimburse the employee for all reasonable parking charges and tolls incurred in connection with the employee's work assignment.
- 8.09 When an employee is sent to work outside the jurisdiction of this Local Union but within an area that the Employer has another collective bargaining agreement, the employee shall be paid the wage rate provided in this Agreement or the wage rate provided in the Employer's collective bargaining agreement for the area that the employee is assigned to work, whichever is higher.
- 8.10 All employees traveling from their residence directly to a job outside of their geographical area shall leave their normal geographical area not later than the normal starting time and, on return, reach the home geographical area at the normal quitting time.
- 8.11 Employees shall be entitled to one (1) telephone call home per day, not exceeding three minutes, when out of town overnight. This call shall be made during the low rate billing period. A receipt is required.
- 8.12 The Employer recognizes the right of the Union to designate Shop Stewards who shall be recognized as representatives of the Union as provided herein. Stewards shall be authorized to perform such duties as stated in the Local Union Bylaws. However, no employee shall engage in any Union activity during working hours except when in collective bargaining with the Employer or otherwise meeting with the Employer in grievance meetings or other approved joint meetings. No Steward shall be discriminated against by the Employer because of his faithful performance of duties as Steward. The duly designated Shop Steward shall not be laid off as long as he can perform the available work.
- 8.13 In the event employees are required to wear uniforms or identical clothing while working the Employer shall furnish the same.

## ARTICLE 9

### PENSION

9.01 It is agreed that in accord with the Employees Benefit Agreement of the National Electrical Benefit Fund ("NEBF"), as entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, and now delineated as the Restated Employees Benefit Agreement and Trust, that unless authorized by the NEBF the individual employer will forward monthly to the NEBF's designated local collection agent an amount equal to 3% of the gross monthly labor payroll paid to, or accrued by, the employees in this bargaining unit, and a complete payroll report prescribed by the NEBF. The payment shall be made by check or draft and shall constitute a debt due and owing to the NEBF on the last day of each calendar month, which may be recovered by suit initiated by the NEBF or its assignee. The payment and the payroll report shall be mailed to reach the office of the appropriate local collection agent not later than fifteen (15) calendar days following the end of each calendar month.

The Employer hereby accepts, and agrees to be bound by, the Restated Employee Benefit Agreement and Trust.

If the Employer fails to remit as provided above, it shall be additionally subject to having its Agreement terminated upon seventy-two (72) hours notice in writing being served by the Union, provided employer fails to show satisfactory proof that the required payments have been paid to the appropriate local collection agent.

The failure of the Employer to comply with the applicable provisions of the Restated Benefit Agreement and Trust shall also constitute a breach of this labor agreement.

#### 9.02 Supplementary Pension

(a) The parties to this Agreement have agreed to the establishment of a trust for the purpose of providing pension benefits to retired employees. Such trust shall conform to Section 3.02 of the Labor Management Relations Act of 1947, as amended.

The Employer shall contribute the sum of one dollar and ninety-five cents (\$1.95) for each hour or fraction thereof, worked by all employees covered under this Agreement.

(b) The trustees shall maintain records of the contributions made by the Employer, the hours credited to each employee, and shall be responsible for the administration of said pension funds and a payment of pension benefits to the employees.

(A separate booklet describing the plan and the benefits referred to in the article above is available at the office of the trustees.)

- 9.03 The Employer shall remit monthly, not later than the tenth (10<sup>th</sup>) of the month following the close of the payroll month, to the Electrical Construction Industry Board, on forms provided by the Trustees of said Board, all amounts due the Supplementary Pension Fund. The Trustees of the Electrical Construction Industry Board shall monthly credit the trust fund in accordance with the terms of this Agreement.

## ARTICLE 10

### VACATIONS, PAID HOLIDAYS AND EXCUSED WORK DAYS

- 10.01 Regular full-time non-probationary employees shall receive eight (8) hours straight time pay for the following holidays or days celebrated as such even though no work is performed, provided the employee works the full scheduled workday immediately preceding and the full scheduled workday immediately following such holiday:

1. New Year's Day
2. Memorial Day
3. Independence Day
4. Labor Day
5. Thanksgiving Day
6. The Day Following Thanksgiving Day
7. Christmas Eve Day
8. Christmas Day

Employees shall be granted one (1) floating holiday per year. Employees are required to give at least one (1) week's notice of their request for use of a floating holiday. The supervisor has the right to deny a request for a floating holiday based on the needs of the business.

- 10.02 Employees shall be eligible to accrue vacation time based upon service with the Employer as follows:
- A. Two (2) weeks vacation during each vacation year in which the first to sixth year service anniversary date falls. In the first year of employment, when an employee completes six (6) months of service they will be granted one (1) week of vacation. If an employee completes six (6) months of service and the first service anniversary fall in the same vacation year, only two (2) weeks of vacation shall be granted. The first week may be granted anytime after the completion of six (6) months of service, and the second week granted-after the completion of twelve (12) months of service.
  - B. Three (3) weeks of vacation during each vacation year in which the seventh to fourteenth year service anniversary date falls.

- C. Four (4) weeks of vacation during each vacation year in which the fifteenth and subsequent service anniversaries fall.
- 10.03 If the Employer chooses to close its facility for vacations, annual vacations shall be taken by eligible employees at that time. If the Employer chooses not to close its facility for vacations, requests for vacation time off will be granted, so far as practical, by the employee's service with the Employer; provided, however, in order to ensure orderly and unhindered operations, the final right to allotment is exclusively reserved to and solely with the Employer, and the Employer may request an employee to defer taking a vacation which would interfere with the efficient operation of the business.
- 10.04 Employees who leave the service of Employer for any reason shall be paid in lieu of any unused vacation time in accordance with Appendix A15 – Memorandum of Agreement Regarding SBC Global Services Appendices to Core. Employees shall not earn vacation credit for any period during which they are on layoff, leave of absence, not working or engaged in conduct in violation of Article 1 of this Agreement.
- 10.05 Employees who are eligible for vacation time in the vacation year may schedule one (1) week of said vacation time in the following vacation year, provided that any vacation carried over from one vacation year into the next must be scheduled and taken no later than the last full calendar week of March of the following vacation year.
- 10.06 The vacation year shall be from December 31<sup>st</sup> through December 30<sup>th</sup> of the following year.
- 10.07 Each employee who has at least six (6) months of service on January 01 of each calendar year shall be eligible for four (4) paid Excused Work Days. Employees who do not have six (6) months of service on January 01 of a calendar year shall be eligible for two (2) Excused Work Days to be taken after they have attained six (6) months of service. Employees shall be paid for Excused Work Days as if for a normal or standard work day and will be considered as time worked for the overtime calculation.
- 10.08 Excused Work Days must be scheduled in advance. Notification after the start time will be considered as unexcused and will not be re-classified as an Excused Work Day. The supervisor has the right to deny a request for an Excused Work Day based upon the needs of the business.
- 10.09 Excused Work Days must be used during the current calendar year and cannot be carried over to the following calendar year. Employees will not be paid in lieu of any unused Excused Work Day.
- 10.10 One (1) paid Excused Work Day in each calendar year may be designated by the Employer. Employees who are not eligible for a paid Excused Work Day shall be shown as excused not paid for such designated day.

10.11 At the employee's request, the employee shall be granted vacation time for serving on jury duty upon presentation of satisfactory evidence related to this duty.

## **ARTICLE 11**

### **HEALTH AND WELFARE**

11.01 Health and welfare benefits are those referenced in Appendix A15 Memorandum of Agreement Regarding SBC Global Services Appendices to Core. |

## **ARTICLE 12**

### **SEPARABILITY CLAUSE**

12.01 Should any provisions of this Agreement be declared illegal by any court of competent jurisdiction, such provisions shall immediately become null and void, leaving the remainder of the Agreement in full force and effect and all parties shall, thereupon, seek to negotiate substitute provisions which are in conformity with the applicable laws.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 23rd day of June, 2013. |



<u>TECHNICIAN</u>	<u>Effective</u> <u>10/27/2013</u>	<u>Effective</u> <u>10/26/2014</u>	<u>Effective</u> <u>10/25/2015</u>	<u>Effective</u> <u>10/30/2016</u>
Step 1 - (0-6 months)	\$469.00	\$469.00	\$469.00	\$469.00
Step 2 - (7-12 months)	\$518.50	\$520.00	\$521.50	\$523.50
Step 3 - (13-18 months)	\$573.00	\$576.50	\$580.50	\$584.50
Step 4 - (19-24 months)	\$633.00	\$639.00	\$645.50	\$653.00
Step 5 - (25-30 months)	\$700.00	\$708.50	\$718.50	\$729.00
Step 6 - (31-36 months)	\$773.50	\$785.50	\$799.00	\$814.00
Step 7 - (37-42 months)	\$855.00	\$871.00	\$889.00	\$909.00
Step 8 - (43-48 months)	\$945.00	\$965.50	\$989.00	\$1,014.50
Step 9 - (49+ months)	\$1,044.50	\$1,070.50	\$1,100.00	\$1,133.00

<u>INSTALLER</u>	<u>Effective</u> <u>10/27/2013</u>	<u>Effective</u> <u>10/26/2014</u>	<u>Effective</u> <u>10/25/2015</u>	<u>Effective</u> <u>10/30/2016</u>
Step 1 - (0-6 months)	\$325.50	\$325.50	\$325.50	\$325.50
Step 2 - (7-12 months)	\$360.00	\$361.00	\$362.00	\$363.50
Step 3 - (13-18 months)	\$398.00	\$400.00	\$403.00	\$406.00
Step 4 - (19-24 months)	\$439.50	\$444.00	\$448.50	\$453.50
Step 5 - (25-30 months)	\$486.00	\$492.00	\$499.00	\$506.50
Step 6 - (31-36 months)	\$537.50	\$545.50	\$555.00	\$565.50
Step 7 - (37-42 months)	\$594.00	\$605.00	\$617.50	\$631.50
Step 8 - (43-48 months)	\$656.50	\$671.00	\$687.00	\$705.00
Step 9 - (49+ months)	\$726.00	\$744.00	\$764.50	\$787.50



# APPENDIX S

**MEMORANDUM OF AGREEMENT  
BETWEEN  
AT&T MIDWEST (the Company)  
AND  
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS  
LOCAL 21 (the Union)**

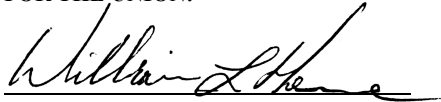
**UNION OFFICIALS**

The Company and the Union agree that there may be instances where Union Representatives in the positions of Chief Steward, Area Steward, Area Representative, Business Representative or Assistant Business Manager from an AT&T Midwest entity covered by the Collective Bargaining Agreement may represent employees of another AT&T Midwest entity with which the Union has a contractual relationship. In such situations, the Union representative so involved may be on either Union Business (Unpaid) or Joint Meeting (Paid) time as is appropriate under the circumstances. Pay treatment and the amount of time granted will be based on the appropriate Collective Bargaining Agreement of the Union Representatives.

This Memorandum of Agreement will remain in effect through the term of the 2013 Collective Bargaining Agreement between the parties.

**AGREED:**

**FOR THE UNION:**

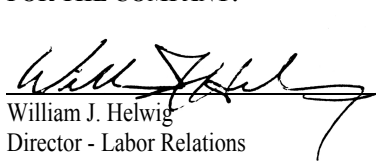


William L. Henne  
Vice-President and Assistant Business Manager  
International Brotherhood of Electrical Workers  
Local Union 21

June 23, 2013

Date

**FOR THE COMPANY:**



William J. Helwig  
Director - Labor Relations

June 23, 2013

Date

**MEMORANDUM OF AGREEMENT  
BETWEEN  
AT&T MIDWEST (the Company)  
AND  
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS  
LOCAL 21 (the Union)  
  
FULL COMMITTEE**

The following represents the agreement between the Company and the Union with regard to Full Committee:

The Company will designate a representative or representatives of the Company to meet with the Business Manager of the Union, or his designee, and not more than an additional four (4) representatives designated by the Union. Said Union and Company representatives will be known as the Full Committee. It shall be the function of the Full Committee to study and make recommendations to the Parties hereto with respect to such matters as may be presented to the Full Committee relating to any of the Company's plans or practices affecting the educational, health, welfare and social status of employees. In addition, as may be required, matters regarding technological change in the business of the Company will be reviewed by the Full Committee as provided herein.

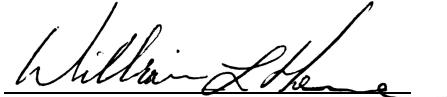
Meetings of the Full Committee will be on a monthly basis. Other meetings may be called from time to time on reasonable notice by either the Union or the Company.

The Committee may, at its discretion, create ad hoc committees to address issues such as safety, training and development and health care cost containment. Such committees shall present their findings to the Full Committee as often as the Full Committee deems necessary.

This Memorandum of Agreement will remain in effect through the term of the 2013 Collective Bargaining Agreement between the parties.


**AGREED:**

**FOR THE UNION:**

  
\_\_\_\_\_  
William L. Henne  
Vice-President and Assistant Business Manager  
International Brotherhood of Electrical Workers  
Local Union 21

June 23, 2013  
Date

**FOR THE COMPANY:**

  
\_\_\_\_\_  
William J. Helwig  
Director - Labor Relations

June 23, 2013  
Date

**MEMORANDUM OF AGREEMENT  
BETWEEN  
AT&T MIDWEST  
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AND  
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS  
LOCAL 21  
(the Union)**

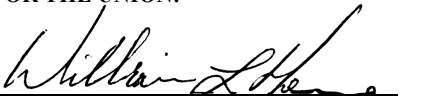
**CONTRACTING OUT**

The 2013 Collective Bargaining Agreement between the Company and the Union (“Agreement”) covers the work customarily performed by the employees represented by the Union as defined in Section: Recognition, paragraph 1.03. However, during the tenure of the Agreement, the Company may continue to contract out such work as is now customarily contracted out and has been customarily contracted out by Illinois Bell Telephone Company, Indiana Bell Telephone Company, Incorporated or Ameritech Services, Inc., under the previous collective bargaining agreements covering bargaining units represented by Local Unions 165, 188, 336, 383 and 399, and which were combined to form this bargaining unit. If such work to be contracted out will cause layoffs, or part-timing or prevent the rehiring of employees with seniority standing, such contracting out of work will be reviewed by the Company with the Union and allotted on the basis of what the Company is equipped to perform and what the employees represented by the Union are able and trained to perform.

This Memorandum of Agreement will remain in effect through the term of the 2013 Collective Bargaining Agreement between the parties.

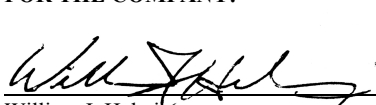
**AGREED:**

**FOR THE UNION:**

  
William L. Henne  
Vice-President and Assistant Business Manager  
International Brotherhood of Electrical Workers  
Local Union 21

June 23, 2013 \_\_\_\_\_  
Date

**FOR THE COMPANY:**

  
William J. Helwig  
Director - Labor Relations

June 23, 2013 \_\_\_\_\_  
Date

**MEMORANDUM OF AGREEMENT  
BETWEEN  
AT&T MIDWEST  
(the Company)  
AND  
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS  
LOCAL 21  
(the Union)**

**APPRENTICESHIP PROGRAM**

This Memorandum is between IBEW Local 21 (the Union) and AT&T Midwest ("the Company") regarding an apprentice program ("the Program") which is designed to train employees to eventually qualify to become journeymen for certain job positions.

1. The following will apply for filling positions for journeyman titles:
  - A. The Company intends to fill open journeyman positions by promoting the senior qualified candidates from the apprentice program or with qualified candidates through JOBS or its successor. The Company may also fill openings through other means, including external hiring, in order to meet the needs of the business. Such situations include, but are not limited to, hiring employees with special skills or for unique situations.
  - B. Journeyman positions will be staffed with regular, non-term employees.
  - C. When promoting an apprentice to journeyman, the Company will select the senior qualified apprentice for promotion. However, qualified candidates who move laterally have preference over apprentices for promotion. Upon movement into a journeyman position, the employee's wage progression will follow the Program wage schedule and relevant provisions of the collective bargaining agreement.
  - D. To be qualified for journeyman, the apprentice must have successfully completed the initial six month training and tests. In addition, the candidate must successfully complete the appropriate test(s) for promotion to the journeyman title. The promotion test(s) will be administered within 60 days of the request of the apprentice. In the event that the apprentice does not pass the test(s) on the first attempt, he or she will not be promoted nor progress beyond the 48 month wage step of the apprentice schedule. An apprentice may request a retest within 60 days of an initial failure; thereafter, however, he or she may only request a retest every twelve months.

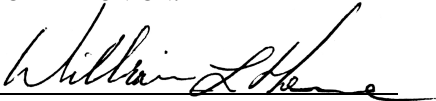
2. For employees who transfer into the program, the then current upgrade/transfer procedures will apply, along with the following:
  - A. Candidates will be selected through JOBS or its successor for positions represented by the Union. The candidate's current wage rate will determine his or her initial program wage level. After all Local Union candidates' requests have been honored, or if no Local Union candidate requests exist, then requests from throughout the Bargaining Unit will be considered.
  - B. Candidates covered by this Memorandum and selected for the Program who are qualified through testing or prior experience will be transferred as journeymen. Wages of the transfer participant whose initial Program classification will be apprentice will not exceed the 48 month apprentice wage schedule rate. If the apprentice was transferred from surplus status with a wage rate which exceeds the 48 month apprentice rate, he or she will suffer no loss in pay, but rather will not be promoted to journeyman until successfully completing the appropriate test(s) required for such promotion.
  - C. Transferred apprentices from other apprentice positions must successfully complete the Company's required initial training curriculum for the assigned job functions, including the initial test, within the first six (6) months of transfer. In the event he or she does not pass the initial qualifications test, retreat to the apprentice program from which they transferred will occur.
3. Program certification requirements.
  - A. To achieve Program certification, Apprentice participants must demonstrate their qualifications to perform all assigned job functions by the successful completion of the apprentice certification test.
  - B. The requirement that Program participants must have successfully completed the apprentice qualification requirements in order to be eligible for movement from apprentice to journeyman will be met by the participant's successful completion of the apprentice certification for assigned apprentice job functions.
  - C. In conjunction with successful completion of the initial training curriculum and tests required of Program participants who have moved into journeyman positions, such participants must also complete related certification requirements.



This Memorandum of Agreement will remain in effect through the term of the 2013 Collective Bargaining Agreement between the Parties.

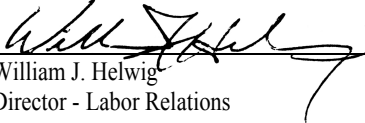
**AGREED:**

**FOR THE UNION:**

  
\_\_\_\_\_  
William L. Henne  
Vice-President and Assistant Business Manager  
International Brotherhood of Electrical Workers  
Local Union 21

June 23, 2013  
Date

**FOR THE COMPANY:**

  
\_\_\_\_\_  
William J. Helwig  
Director - Labor Relations

June 23, 2013  
Date

**MEMORANDUM OF AGREEMENT  
BETWEEN  
AT&T MIDWEST  
(the Company)  
AND  
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS  
LOCAL 21  
(the Union)**

**CONCERNING THE APPRENTICESHIP PROGRAM**

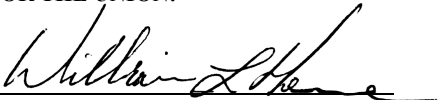
In conjunction with the continuation of the Apprenticeship Program under provisions of the 2013 Collective Bargaining Agreement, the Company and the Union agree as follows:

- The ratio of IBEW represented regular full-time non-term employees who hold the position of Journeyman relative to the total IBEW represented regular full-time non-term employees who hold the position of Apprentice shall be 10:1 per title per district.
- The Company agrees to furnish information as agreed upon relative to the utilization of such regular full-time non-term employees holding the Journeyman and Apprentice positions on a monthly basis at the Apprentice Committee meeting.

This Memorandum of Agreement will remain in effect through the term of the 2013 Collective Bargaining Agreement between the Parties.

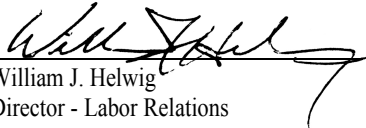
**AGREED:**

**FOR THE UNION:**

  
\_\_\_\_\_  
William L. Henne  
Vice-President and Assistant Business Manager  
International Brotherhood of Electrical Workers  
Local Union 21

June 23, 2013  
Date

**FOR THE COMPANY:**

  
\_\_\_\_\_  
William J. Helwig  
Director - Labor Relations

June 23, 2013  
Date

**MEMORANDUM OF AGREEMENT  
BETWEEN  
AT&T MIDWEST  
(the Company)  
AND  
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS  
LOCAL 21  
(the Union)**

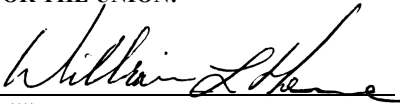
**AGREEMENT PERTAINING TO RENEWAL MEMORANDA**

The Company and the Union agree that the Memorandum of Agreement titled Memoranda of Agreement effective June 23, 2013 and the memoranda attached thereto are considered attached to and part of the 2013 Collective Bargaining Agreement.

This Memorandum of Agreement will remain in effect through the term of the 2013 Collective Bargaining Agreement between the Parties.

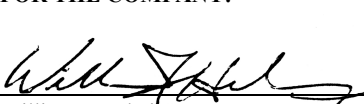
**AGREED:**

**FOR THE UNION:**

  
\_\_\_\_\_  
William L. Henne  
Vice-President and Assistant Business Manager  
International Brotherhood of Electrical Workers  
Local Union 21

June 23, 2013  
Date

**FOR THE COMPANY:**

  
\_\_\_\_\_  
William J. Helwig  
Director - Labor Relations

June 23, 2013  
Date

**MEMORANDUM OF AGREEMENT  
BETWEEN  
AT&T MIDWST (the Company)  
AND  
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS  
LOCAL 21 (the Union)  
  
CORE INSTALLATION AND MAINTENANCE ORGANIZATION  
SURPLUS EMPLOYEES**

This Memorandum of Agreement (“MOA”) covers understandings reached between the Company and the Union regarding the job title of Customer Systems Technician (“CST”) when a surplus is declared in the Core Installation and Maintenance Midwest Market Business Unit (“CIM”).

A surplus CST in CIM who meets the provisions of Article 30, Training and Employment Security, of the 2013 Collective Bargaining Agreement and has:

- a) filed a Surplus Transfer Request within the requisite time frame;
- b) not been offered or placed in a job through the surplus process prior to the Force Disposition Date including, for example, Article 30 preferencing, VSIPP opportunity, etc.; and
- c) not been unwilling to test for or failed to qualify, as required, for a job title for which the Company has available vacancies;

may be offered the opportunity to fill available Premises Technician vacancies in seniority order. Once any such vacancies have been filled, the remaining CSTs in CIM shall, by order of seniority, displace the least senior Premises Technician in the U-Verse Field Operations Midwest Market Business Unit within his/her Reasonable Commutable Area (“RCA”), provided that he/she meets the basic qualifications of the Premises Technician job title and is meeting expectations in his/her current job assignment. Such displacement will be considered a lateral job offer under Article 30.

The displaced Premises Technician shall be laid off within fourteen (14) calendar days following notification of displacement.

If a surplus CST is placed into a Premises Technician job pursuant to this MOA, and the surplus CST’s current weekly pay rate exceeds that of a Premises Technician, there will be no change in the surplus CST’s weekly rate of pay until it is exceeded by that of the Premises Technician title. Until such time, the surplus CST shall not be eligible for any wage increases.

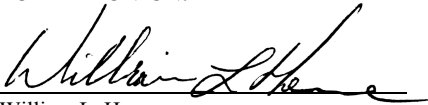
Any displacement that occurs as a result of this MOA shall be pursuant to the Memorandum of Agreement Regarding Force Movement of Employees and Employee Benefit Treatment (“Movement MOA”), and any surplus CST placed into a Premises Technician job pursuant to this MOA shall be afforded the economic protections provided for in the Movement MOA and

the Memorandum of Agreement Regarding Economic Protection Following Placement Into Appendix C of Surplus Core Employees and Global Services Employees Identified for Layoff, both of which are Attachments to Appendix C of the Core Agreement and its predecessor Agreement.

This Memorandum of Agreement will expire at the end of the 2013 Collective Bargaining Agreement between the Parties, unless the Parties mutually agree to extend.

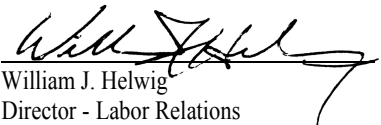
**AGREED:**

**FOR THE UNION:**

  
\_\_\_\_\_  
William L. Henne  
Vice-President and Assistant Business Manager  
International Brotherhood of Electrical Workers  
Local Union 21

June 23, 2013  
Date

**FOR THE COMPANY:**

  
\_\_\_\_\_  
William J. Helwig  
Director - Labor Relations

June 23, 2013  
Date

**MEMORANDUM OF AGREEMENT  
BETWEEN  
AT&T MIDWEST  
(the Company)  
AND  
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS  
LOCAL 21  
(the Union)**

**JOB DUTIES  
(PREMISES TECHNICIAN)**

**In addition to the duties Premises Technicians performed as of June 28, 2009, the Premises Technician will also perform the following:**

Installation

1. The Premises Technician will perform all work at the customer premises up to and including the Network Interface (NID) or equivalent, except as specifically reserved for the Core technician below. This work will include but is not limited to all inside wiring, CPE equipment – including VoIP, testing, sales, customer instruction on equipment, etc., for all services regardless of the technology or equipment involved.
2. The Premises Technician will perform all work from and including the Serving Terminal up to and including the customer premises for IP enabled products and services.
3. The Premises Technician may perform pair changes when installing IP enabled products and services.
4. The Premises Technician will perform all necessary field connections when installing IP enabled products and services including fiber cross-connects and fiber drops.
5. The Premises Technician may place bridge tap cancellation devices, excluding splicing them into cable pairs.
6. A Premises Technician may also perform all work from the serving terminal up to and including the customer premises if he/she has already been dispatched to the premises to perform the work as stated above.

Maintenance

1. The Premises Technician will provide maintenance support for all work associated with their responsibilities under the installation portion of their job. In addition, they will be responsible for cross connection work at the SAI (serving area interface) including the VRAD or equivalent.
2. Any trouble condition from the SAI or equivalent to the Serving Terminal is the responsibility of the Core Technician and not the Premises Technician.
3. A Premises Technician may also perform all work from the serving terminal up to and including the customer premises if he/she has already been dispatched to the premises to perform the work as stated above.

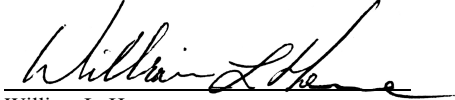
**The Core technician will continue to perform the following:**

1. Installation and maintenance work for TDM enabled voice service (POTS), including station and inside wire installation and maintenance of POTS service.
2. Initial installation work for ATM enabled DSL service, excluding any or all vertical or enhanced products or services at the customer premises.
3. ATM enabled DSL service repair or maintenance outside the customer premises.
4. A Premises Technician may, however, perform any of this work from the serving terminal up to and including the customer premises if he/she has already been dispatched to the premises for work not covered by items 1-3 immediately above.

This Memorandum of Agreement will remain in effect through the term of the 2013 Collective Bargaining Agreement between the Parties.

**AGREED:**

**FOR THE UNION:**

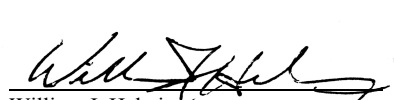


William L. Henne  
Vice-President and Assistant Business Manager  
International Brotherhood of Electrical Workers  
Local Union 21

June 23, 2013

Date

**FOR THE COMPANY:**



William J. Helwig  
Director - Labor Relations

June 23, 2013

Date

**MEMORANDUM OF AGREEMENT**  
**FOR EMPLOYEES HOLDING**  
**THE ENGINEERING ASSISTANT JOB TITLE**

This Agreement is entered into June 23, 2013, between AT&T Midwest (collectively the “Company”), and System Council T-3 of the International Brotherhood of Electrical Workers, (the “Union”). The Company and the Union will be referred to collectively as the “Parties.”

NOW THEREFORE, in consideration of the mutual promises herein contained, the Parties agree for the period of June 23, 2013 to June 24, 2017 the terms of the Agreement between AT&T Midwest and System Council T-3 of the International Brotherhood of Electrical Workers, June 23, 2013 through June 24, 2017 (referred to below as the “Core Agreement”) will apply to those bargaining unit employees holding the Engineering Assistant job title except as outlined as follows:

**APPENDIX S3**  
**CONTRACTING OUT**

**The following supersedes Appendix S3 of the Core Agreement in its entirety:**

The Union and Company understand and acknowledge that the Company may, from time to time, contract out work to contractors/vendors. However, the Company will not contract out work exclusively performed by employees in the bargaining unit if it will currently and directly cause the layoffs of Regular Employees in the work group. When possible, the Union will be notified before contracting out of work occurs.

**ARTICLE 2**  
**DEFINITIONS: SCHEDULING & WAGE RELATED**

The definition for “SWING TOUR” does not apply to employees covered by this Memorandum of Agreement.

The definition for “PREMIUM” does not apply to employees covered by this Memorandum of Agreement.



**The following definition supersedes “BASIC WEEKLY WAGE RATE” in Article 2 of the Core Agreement:**

**BASIC WEEKLY**

**WAGE RATE:** The wage rate authorized as compensation for a tour on a straight time basis, excluding differentials, overtime payments and other extra payments.

**ARTICLE 13**

**WAGE ADMINISTRATION**

**ENGINEERING ASSISTANT**

	<b><u>EFFECTIVE</u></b> <b><u>6/23/2013</u></b>	<b><u>EFFECTIVE</u></b> <b><u>6/22/2014</u></b>	<b><u>EFFECTIVE</u></b> <b><u>6/28/2015</u></b>	<b><u>EFFECTIVE</u></b> <b><u>6/26/2016</u></b>
START 0-6	\$353.00	\$353.00	\$353.00	\$353.00
07 - 12	\$398.50	\$399.50	\$400.50	\$402.00
13 - 18	\$450.00	\$452.50	\$455.00	\$457.50
19 - 24	\$508.50	\$512.00	\$516.50	\$521.00
25 - 30	\$574.00	\$579.50	\$586.00	\$593.00
31 - 36	\$648.00	\$656.00	\$665.00	\$675.00
37 - 42	\$732.00	\$743.00	\$755.00	\$768.50
43 - 48	\$826.50	\$841.00	\$857.00	\$875.00
49 - 54	\$933.00	\$952.00	\$973.00	\$996.00
55 - 60	\$1,054.00	\$1,077.50	\$1,104.50	\$1,134.00
MAX 61+	\$1,190.00	\$1,220.00	\$1,253.50	\$1,291.00
PENSION BAND: 217				

## ARTICLE 17

### SCHEDULING AND PAYMENT FOR TIME WORKED FOR AT&T MIDWEST EMPLOYEES IN JOB TITLES FORMERLY COVERED BY APPENDIX B EXHIBITS 1, 2 AND 3 IN THE PARTIES' 2004 COLLECTIVE BARGAINING AGREEMENT AND AT&T NATIONAL EMPLOYEES IN JOB TITLES COVERED BY APPENDIX T, ARTICLES CS1, CTT1 AND NSL1

**The following supersedes Article 17.02(A) and (D), 17.03 (A) through (H), and 17.09:**

#### **Scheduling**

Shift and weekly work tour scheduling shall recognize the desire of most employees to work five (5) consecutive days in a calendar week, and to work the same shift each day of the tour. Normally, eight (8) hours reckoned between 6:00 a.m. and 6:00 p.m. with an intermission not to exceed one (1) hour as determined by the Company for meals, shall constitute a regular day's work and five (5) days Monday to Friday, inclusive, shall constitute a regular weekly work tour.

**The following definitions apply to those employees covered by this Memorandum of Agreement:**

Day Shift - a shift where all scheduled hours fall between 6:00 a.m. and 6:00 p.m.

Night Shift - a shift where any of the scheduled hours fall between 6:00 p.m. and 6:00 a.m.

**The following supersedes Articles 17.13 through 17.18 in their entirety:**

#### **Overtime**

The basic hourly wage rate shall be paid for all time worked, except where the overtime rate is specifically provided for elsewhere in this Memorandum of Agreement.

Employees shall be paid at the overtime rate of one and one-half (1 1/2) times their basic hourly wage rate for work performed in excess of forty (40) hours in a calendar week.

For the purpose of crediting time not worked towards an employee's eligibility for overtime payments (as defined in the preceding paragraph) only the following absences during a scheduled shift shall be considered:

- Jury or Other Court Duty (Paid)
- Vacation Days and Vacation Weeks
- Recognized Holidays
- Excused Work Days (Paid)
- 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

Except as specifically provided in the Memorandum of Agreement, only the number of hours an employee actually works is credited for the purpose of determining an employee's eligibility for overtime payments (as defined above). Hours not worked are not credited as time worked, even if they are considered "work time" or "paid time" by the Company.

**The following supersedes Article 17.22 in its entirety:**

**Call Outs**

When an employee is contacted outside of his/her regularly scheduled shift/tour for immediate reporting to work, the employee will be compensated for time actually worked.

**Article 17.20 – Prearranged Overtime, does not apply to employees covered by this Memorandum of Agreement.**

**Articles 17.23 through 17.25 - Out of Hours Calls, do not apply to employees covered by this Memorandum of Agreement.**

**Article 17.26 – Report Pay, does not apply to employees covered by this Memorandum of Agreement.**

**ARTICLE 20**

**TREATMENT OF TIME NOT WORKED**

**The following supersedes Article 20.03 in its entirety:**

For the purpose of crediting time not worked towards an employee's eligibility for overtime payments (as defined above) only the following absences during a scheduled shift shall be considered:

- Jury or Other Court Duty (Paid)
- Vacation Days and Vacation Weeks
- Recognized Holidays
- Excused Work Days (Paid)
- 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

Except as specifically provided in this Memorandum of Agreement, only the number of hours an employee actually works is credited for the purpose of determining an employee's eligibility for overtime payments (as defined in this Memorandum of Agreement, Scheduling and Payment for

Time Worked). Hours not worked are not credited as time worked, even if they are considered "work time" or "paid time" by the Company.

## **ARTICLE 21**

### **DIFFERENTIALS**

**The following supersedes Article 21.01 in its entirety:**

#### **Shift**

Employees whose hours on a scheduled shift, which is part of their normal work week, fall outside of 6:00 a.m. and 6:00 p.m. will receive ten percent (10%) per hour as shift differential for such hours worked outside of 6:00 a.m. and 6:00 p.m., in addition to their basic wage rate for all hours worked.

**Article 21.05 does not apply to employees covered by this Memorandum of Agreement.**

**The following supersedes Article 21.09 in its entirety:**

#### **Temporary Supervisor**

The Company may, if it deems necessary, appoint from among volunteers, a qualified Bargaining Unit employee to act temporarily as a supervisor over other employees within the appropriate work group. When an employee is acting as temporary supervisor, the employee shall perform only those duties normally performed by the supervisor the employee is replacing.

**Article 21.18(C) does not apply to employees covered by this Memorandum of Agreement.**

**The following supersedes Article 21.26 and 21.28 in their entirety:**

#### **Lead Person**

The Company may, if it deems necessary, appoint from among volunteers, a qualified Bargaining Unit employee to act as a "lead person" over other employees.

**Article 21.31(C) does not apply to employees covered by this Memorandum of Agreement.**

## ARTICLE 22

### CLASSIFICATION AND TREATMENT OF REGULAR PART-TIME EMPLOYEES

**The following supersedes Articles 22.06 in its entirety:**

Except for payment for overtime, all hours worked by a regular part-time employee shall be paid at the equivalent basic hourly wage rate including applicable differentials for a comparable regular full-time employee.

**Article 22.08 does not apply to employees covered by this Memorandum of Agreement.**

## ARTICLE 23

### RECOGNIZED HOLIDAYS

**The following supersedes Article 23 in its entirety:**

The following are the Recognized Holidays for which Regular Employees shall be paid a Holiday Allowance consisting of eight (8) hours of pay at the basic hourly wage rate:

- New Years Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day
- 3 Floating Holidays

The following additional provisions apply to eligibility and scheduling requirements for Recognized Holidays and the Floating Holidays:

- (A) A regular employee with at least six (6) months of Net Credited Service on January 1 shall be eligible for and shall designate three (3) Floating Holidays as provided below. A Regular Employee with less than six (6) months of Net Credited Service on January 1 shall become eligible for one (1) Floating Holiday after completing six (6) months of Net Credited Service and shall designate such day as provided below.
- (B) An eligible Regular Employee must request specific days in the calendar year other than a non-scheduled day, Saturday, Sunday, another Recognized Holiday, Excused Work Day or vacation day to be observed as the employee's Floating Holiday.

An employee who works on a Recognized Holiday shall be granted the Holiday Allowance of eight (8) hours of pay at the basic hourly wage rate and in addition shall be paid for their actual hours worked at a rate of one and one-half (1 ½) times the basic hourly wage rate.

To be eligible to receive the Holiday Allowance, employees must report for work on the last regularly scheduled workday preceding the Recognized Holiday and the first regularly scheduled workday succeeding the Recognized Holiday, unless excused by the Company.

When a Recognized Holiday falls on Saturday, employees not scheduled to work will be eligible for another day off in the same or a subsequent calendar week in lieu of such holiday. Such subsequent days off must be taken within ninety (90) days of the Saturday Holiday.

When a Recognized Holiday falls on a Sunday, the following Monday shall be observed as the Recognized Holiday and shall be treated the same as any Monday on which a Recognized Holiday falls.

When a Recognized Holiday falls within the employee's paid vacation period, the employee will be allowed to reschedule one (1) day of vacation. Such day shall be scheduled in accordance with, Vacations. This re-scheduled day shall be considered a vacation day.

### **TRAINING OPPORTUNITY PLAN**

The Memorandum of Agreement Training Opportunity Plan, as contained in the Core Agreement, will not apply to the employees covered under this Memorandum of Agreement.

### **INCENTIVE PLANS AGREEMENT**

The Company reserves the right to unilaterally introduce, modify or withdraw any sales, productivity and/or other pay incentive plan(s) it may deem appropriate.

### **MAKEUP TIME AGREEMENT**

Supervisors have the option of offering "makeup time" to employees based on the needs of the business. Makeup time allows an employee to request time off for a personal obligation and make up the time without being paid overtime. However, the time must be made up within the same calendar week, and an employee may work no more than:

- 11 hours on another workday, and
- 40 hours in a workweek, to make up for the time off.

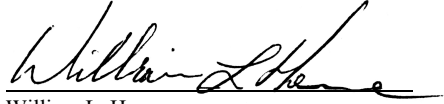
Notwithstanding any other provision of this Agreement, in no event shall the overtime rate be paid for make-up time worked by an employee except to the extent required by law.

Employees must use Vacation/Excused Work Day or Floating Holiday time for personal obligations before utilizing makeup time, unless the time off needed is for less than two hours or the employee has no paid time off remaining.

This Carve Out Memorandum of Agreement will remain in full force and effect through the term of the 2013 Collective Bargaining Agreement between the Parties.

**AGREED:**

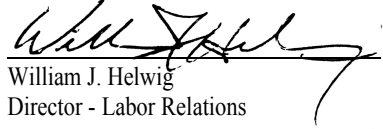
**FOR THE UNION:**



William L. Henne  
Vice-President and Assistant Business Manager  
International Brotherhood of Electrical Workers  
Local Union 21

June 23, 2013 \_\_\_\_\_  
Date

**FOR THE COMPANY:**



William J. Helwig  
Director - Labor Relations

June 23, 2013 \_\_\_\_\_  
Date





# APPENDIX T

**ARTICLE T1 – HOLIDAYS  
(EXCLUDING EMPLOYEES COVERED IN TRA1)**

1. The following days shall be observed as holidays.

New Year’s Day	(January 1)
Memorial Day	(Last Monday in May)
Independence Day	(July 4)
Labor Day	(First Monday in September)
Thanksgiving Day	(Fourth Thursday in November)
Day After Thanksgiving	(Fourth Friday in November)
Christmas Day	(December 25)

a) When a holiday occurs on a Sunday, the following Monday shall be observed as the holiday for employees not scheduled to work on Sunday, and such employees shall be compensated pursuant to Paragraphs 3 and 4, as appropriate. When a holiday occurs on a Saturday, the preceding Friday shall be observed as the holiday for employees not scheduled to work on Saturday and such employees shall be compensated pursuant to Paragraphs 3 and 4, as appropriate.

2. Floating Holidays must be taken on a scheduled day of work and will be scheduled in accordance with the provisions of Article 25 (Vacations), except that, where there are special local holidays observed by other business concerns, local management may designate Floating Holidays each year so as to coincide with those local holidays.

a) New employees are eligible for all designated holidays occurring after their date of hire, but they will be eligible for non-designated Floating Holidays in accordance with the schedule below:

<u>Date of Hire</u>	<u>Eligibility Non-Designated</u>
January 1 - June 30	3
July 1 - August 31	2
September 1 - October 31	1

**3. Holiday Compensation for Full-Time Employees**

a) Full-time employees who are excused from work on the day a holiday is observed shall be paid at their daily adjusted rate, including any night work bonus to which the employee would have been eligible had they not been excused.

- b) Full-time employees who work on the day a holiday is observed shall be paid, in addition to the holiday allowance, at the Time and One-Half (1 ½) Overtime Rate for time worked during their scheduled daily tour. Hours worked outside the scheduled daily tour shall be compensated at the Double Time and One-Half (2 ½) Overtime Rate plus applicable night work bonuses.

4. **Holiday Compensation for Part-Time Employees**

- a) A part-time employee shall be paid a holiday allowance equal to one-fifth (1/5) of that employee's equivalent work week classification including any Night Work Bonuses to which the employee would have been eligible had they not been excused.
  - b) Part-time employees who work on a holiday shall be paid pursuant to Article 22 (Classification and Treatment of Part-Time Employees).
5. Any employee who is absent without pay on the scheduled work day before and after the holiday may not be paid the holiday allowance.
6. An employee who is scheduled to work on a holiday but who fails to report for work and is not excused shall receive no holiday allowance.

**ARTICLE T2 - CONTRACT WORK**

- 1. In making decisions regarding contracting of work, it is management's objective to consider carefully the interests of both customers and employees along with all other considerations essential to the management of the business. Some of these considerations include but are not limited to law, regulations, changing industry structure, economic conditions, and business considerations.
- 2. Projects involving types of traditional telephone work which have regularly been performed by bargaining unit members in a work group will not be contracted out if the contracting out of traditional telephone work on such a project will currently and directly cause layoffs of regular employees in the same work group which would have otherwise performed the work. "Work group" as used in this article shall be deemed to refer to the group of employees normally treated as a unit for purposes of layoff under Article 30.
- 3. From time to time, but no less frequently than every six (6) months, the Labor Relations, Vice President or his/her designee and the IBEW System Council T-3 Chairman will meet to review traditional telephone work which has been contracted out which, heretofore, was performed in a given locality by bargaining unit members. The focus of the meetings will be to afford the IBEW System Council T3 an opportunity to suggest ways in which the Company could, in the future, use bargaining unit members in the same locality to perform the contracted out work at the same or lower total cost to the Company and within the same completion time requirements. Where such methods are presented by the Union, the Company will give them due consideration and will advise the Union of its determination.

Where appropriate the Labor Relations, Vice President and the IBEW System Council T-3 Chairman will mutually authorize the formation of local committees to examine the contracted work to suggest ways that the work could be performed, in the future, by bargaining unit members in a given locality at the same or lower costs and within the same completion time requirements. During the local committee meeting, the participants shall review the nature and the amount of the contracting which has occurred in these circumstances and shall explore other means, such as but not limited to rehire to regular positions, by which the need for such contracting may be reduced in the future.

4. The provisions of this article will be subject to the grievance procedure contained in Article 12, but shall not be subject to the arbitration provisions contained in Article 12.

The Parties mutually desire to provide a vehicle, other than litigation, by which certain subcontracting disputes can be amicably and expeditiously resolved in the future.

Because of the competitive nature of our markets, fluctuating work loads, and the need to provide prompt response to customer demands, the Company cannot agree that it will not contract work which might otherwise be performed by its employees. It has agreed, however, to provide for a neutral third party review of its compliance with the applicable language of the collective bargaining agreement concerning contracting, as well as the commitments set forth in the Williams/Barry letter, which the Parties have agreed to renew for the term of this new Agreement.

In furtherance thereof, the Parties have agreed as follows:

In lieu of all other procedures set forth in Article 12 (Arbitration), the following procedure shall apply to grievances alleging that the Company has contracted work which would otherwise have been performed by bargaining unit employees in a RCA/FAA in which (1) layoffs of such employees are pending, (2) in which employees are on layoff with recall rights and are available to do the work which has been contracted.

- a) Within thirty (30) days of the denial of the Union's grievance at the third step, the Union's T3 Council may request, in writing, that the grievance be submitted to a neutral third party, selected from a list of neutrals previously agreed upon by the Parties.
- b) The Parties shall schedule a meeting with the neutral third party within thirty (30) days of the Union's appeal. At a meeting with the neutral, the Union shall have the opportunity to explain why it believes that the contracting at issue either currently and directly caused layoffs or part-timing of employees in circumstances set forth in Paragraph 2 of this Article or whether, in circumstances addressed by the Williams/Barry letter, the Company had no other reasonable alternative but to contract the work in dispute. The Company shall then have the opportunity to respond.

- c) Except as agreed upon by the Parties, the meeting shall be informal. Normally, witnesses shall not be called. No transcript shall be made. The neutral shall issue a written decision within thirty (30) days of the meeting on the form attached and both Parties hereto agree to be bound by the neutral's decision. No other decision or opinion shall issue, and the decision of the neutral shall not be used or cited as precedent in any future cases. If the neutral's decision upholds the Union's grievance, an amount of money, computed by using the adjusted rate, including premium payments (such as overtime and holiday allowance if appropriate) of the employees on layoff, and the number of hours of work contracted which would otherwise have been performed by employees who have been laid off as a current and direct result of the contracting, or who are on layoff with recall rights in that RCA/FAA and who were available to do the contracted work, shall be distributed among those individuals as determined by the Parties.

The compensation and expenses of the neutral third party and the general administrative expenses of the meeting with the neutral shall be borne equally by the Company and the Union. Each Party shall be responsible for payment for time consumed by and the expenses of its representatives.

No less than one (1) such meeting shall be held in each calendar quarter and the selected neutral shall hear all grievances which have been appealed to this dispute resolution process at least seven (7) days prior to the selection of the neutral.

These procedures shall be the sole and exclusive means by which contracting grievances unresolved after the exhaustion of the grievance procedures set forth in Article 12 may be addressed.

Decision of neutral third party

- (1) Did the contracting involved in the grievance currently and directly result in the layoff or part timing of employees in the circumstances set forth in Paragraph 2 of this Article? (If this answer is "yes", then the Union's case is sustained.)

            
Yes
            
No

- (2) Was a surplus of employees, declared and in effect at the time the contracting took place and in the RCA/FAA in which the contracting took place?

            
Yes
            
No

- (3) Were employees in the RCA/FAA in which the contracting took place on layoff with recall rights and available to do the work which was contracted?

            
Yes
            
No

- (4) If yes to (2) or (3), did the Company have no other reasonable alternative but to contract?

            
Yes
            
No

### **ARTICLE T3 - SAFE ENVIRONMENT**

1. Safety and health is of mutual concern to the Company and the Union. Together we recognize the need for a work environment in which safe, ergonomically correct operations can be achieved in all phases of work. We all recognize the need to promote better understanding and acceptance of safety, health, and ergonomic principles by all employees for their own safety and health, and that of their fellow employees, customers and the general public.
2. To achieve these safety objectives, the Company and the Union agree to a Corporate/Union Safety Advisory Committee on safety principles at the Headquarters level. The committee shall consist of not more than four (4) representatives each from the Company and the Union (to be appointed by the Company and the Union respectively). The Co-chairpersons will jointly determine when meetings are required and the most appropriate format (face-to-face, conference call, etc.) for the meetings, but at least three (3) face-to-face meetings will be held annually. In addition, the Committee Co-chairpersons will jointly develop the meeting agendas. The primary role of the corporate-wide committee shall be to discuss safety issues that are national in scope and to act as a clearinghouse of information on regional and local activities.
3. AT&T Business Operating Units and Divisions will encourage and approve employee participation and safety awareness through the creation of Local Safety Committees. The National Safety Advisory Committee will also continue to discuss internal safety issues. Local Safety Committees will forward their meeting minutes to the National Safety Advisory Committee on a regular basis, after every meeting.
4. In support of its commitment, the Company also outlines the following four (4) step strategy to address ergonomic concerns in the workplace:
  - a) New hires and employees not previously trained, who use VDTs and keyboards at least four (4) hours per day will be offered the program within the first six (6) months of their employment. The Company will also continue its support for the need for scientific research to further evaluate Very Low Frequency and Extremely Low Frequency ranges that may be emitted by VDTs.
  - b) In order to further promote safe work environments, AT&T's Environment Health and Safety Organization will continue to develop with AT&T's Health Affairs Organization Medical Management Programs designed to promote accurate recordkeeping of cumulative trauma disorders, and to promote the early recognition of such disorders. The Company will share the status of these programs with the Corporate/Union Safety Advisory Committee annually.
  - c) After ratification and annually thereafter, for the term of this Agreement, at least one (1) Corporate/Union Safety Advisory Committee meeting will focus on ergonomic and VDT issues.

- d) AT&T will maintain the network of Environment and Safety Coordinators from Business Operating Units and Divisions throughout the life of the Agreement. One of their responsibilities will be to link Business Operating Unit/Division planning with Human Factors Analysis.
- 5. When employees express reasonable concerns about their personal safety in connection with assignments in localities in which it is reasonable for them to believe that they may be victims of assault or other criminal activity, the employees will not be required to work alone.

**ARTICLE T4 - TECHNOLOGICAL DISPLACEMENT IN LIEU OF ARTICLE (30.17-20)**

- 1. If during the term of this Agreement, the Company notifies the Union in writing that technological change (defined as changes in equipment or methods of operation) has or will create a surplus in any job title in a work location which will necessitate reassignments of regular employees to different job titles involving a reduction in pay or to locations requiring a change in residence, or if a force surplus necessitating any of the above actions exists for reasons other than the technological change and the Company deems it appropriate, any regular employee:
  - a) Who is in the affected job titles and work locations; and
  - b) Who is not eligible for a service pension may elect not to accept such reassignment to a job title involving a reduction in pay or to a location requiring a change in residence and shall be paid a termination allowance. Any such regular employee who refuses to accept a transfer to a job title having the same or greater rate of pay and which does not require a change in residence shall not be paid a termination allowance.

**ARTICLE T5 – CONTRACT PROVISIONS**

All provisions contained in the General Articles of this T Appendix shall apply to all AT&T National employees in the bargaining unit except to the extent that a provision contained in a separate section of this T Appendix provides otherwise.

Subject only to the limitations contained in this Agreement, the Company retains the exclusive right to manage its business including (but not limited to) the right to determine the methods and means by which its operations are to be carried on, to assign and direct the work force and to conduct its operations in a safe and effective manner.

## ARTICLE CTT1 – TITLES

1. The title covered in this section is:

**TECHNICAL**

Communications Technician - Toll

## ARTICLE CTT2 - WEEKLY WORK SCHEDULES AND HOURS OF WORK

### 1. **Weekly Work Schedules**

- a) Weekly schedules and tours of duty will be arranged to fit the needs of the business.
- b) Five (5) tours in one (1) calendar week of Sunday through Saturday, inclusive, shall constitute normal work week in those Company organizations at which the Company is regularly required to provide coverage on each day of a calendar week.
- c) The total normal hours worked for full-time employees per week shall be based upon the specific occupational and/or administrative unit.

### 2. **Hours of Work**

- a) Work schedules will be established for each calendar week, designating the days and hours of work for each employee. Such schedules should be posted not less than fourteen (14) calendar days prior to the first of each month. Any changes to the posted schedules must be made no later than Wednesday 5:00 P.M. of the preceding week.
- b) Except as provided in Article 22 (Classification and Treatment of Part-time Employees), when it is necessary to change an employee's schedule after Wednesday, 5:00 P.M. of the week immediately preceding the change, the employee shall be paid for all hours worked outside of the employee's established schedule at the overtime rate.

### 3. **Tour Selection**

Employees shall have a choice of tours based on their seniority, within their work groups, provided they have the ability to perform the job.

- a) Tours - The following tour definitions shall apply:
  - (1) Day Tour: A Day Tour is a tour starting at or after 6:00 A.M. and before 12:00 noon.
  - (2) Evening Tour: An Evening Tour is a tour starting at or after 12:00 noon and not later than 7:00 P.M.



- (3) Night Tour: A Night Tour is a tour starting at or after 7:00 PM and before 6:00 A.M.

**4. Relief Periods**

- a) The scheduling of relief periods will be determined by the Company and will be subject to force and work conditions in each office or location. One (1) relief period will normally be scheduled for each employee working a tour of four (4) to fewer than six (6) hours. Two (2) relief periods will normally be schedule for each employee working a tour of six (6) or more hours.
- b) Relief periods normally shall not begin less than one (1) hour after the start or before the end of a tour or return from a meal period.

**5. Non-Scheduled Sundays**

In lieu of any compensation provided for in Article CTT3 (Differentials and Other Payments), Paragraph 2, when an employee is called in on a non-scheduled Sunday and works consecutive hours equivalent to a full tour, or when an employee is required to travel on a non-scheduled Sunday on Company business and such travel is equivalent to a full tour, that Sunday shall become a scheduled day and the Company shall designate one of the employee's scheduled days in that week as a non-scheduled day. If the employee is not notified of such designation before the end of the Sunday work, the last scheduled day of the employee's normal work week shall become a non-scheduled day.

**6. Work Continuous With A Tour**

An employee shall be paid at the Time and One-Half (1 ½) Overtime Rate, plus applicable night work bonus for time worked during a period beginning more than four (4) hours before the start of an employee's scheduled daily tour and continuing through the scheduled daily tour until the employee is relieved from duty.

**7. Temporary Tour Change**

An employee shall be paid at the Time and One-Half (1 ½) Overtime Rate, plus applicable night work bonus for each hour worked when the employee's regularly scheduled daily tour is changed (e.g., a change from a day tour to a night tour, a night tour to an evening tour, etc.) for a period of less than two (2) weeks, except as follows:

- a) Vacation relief of any duration;
- b) Classroom training reliefs and classroom training assignments of one (1) week or more, but less than two (2) weeks;
- c) Temporary changes in tour requested by an employee for personal reasons; or

- d) Jury duty relief of any duration

Off shift employees will retain their night bonus when working temporary shift changes.

### **ARTICLE CTT3 - DIFFERENTIALS AND OTHER PAYMENTS**

#### **1. On-Call Payments**

- a) Employees with necessary skills may be required to remain in contact with the Company outside of scheduled daily tours by use of a beeper or other communications device. The requirement to remain in contact with the Company will be rotated among all employees having the necessary skills in the work group. Employees with necessary skills will be solicited on a voluntary basis; however, if there is an insufficient number of volunteers, the Company may assign this requirement to employees having the necessary skills in the aforementioned work groups. Depending on operational needs, employees with the necessary skills may be assigned on-call on either a daily or weekly basis. Employees who perform an on-call assignment for a full seven (7) consecutive day period shall be paid a total of fourteen (14) hours pay at their Hourly Adjusted Rate. Employees who perform an on-call assignment on a daily basis shall be paid two (2) hours pay at their Hourly Adjusted Rate for each such day. Employees called-up will be eligible for call-up treatment as provided for in Paragraph 3. Employees actually called in will be eligible for call-in payment as provided for in Paragraph 2.
- b) When, because of illness or other absence, another employee is required to substitute for the employee assigned on-call responsibility, the substituting employee will receive one-seventh of the amount to which they would be entitled if on-call for each day of substitution. The amount paid to the employee originally assigned on-call responsibility will be reduced by one-seventh for each day of absence.

#### **2. Call-In Payments**

An employee called at home and required to immediately report to work outside their normal working hours (before or after a scheduled daily tour, on a non-scheduled day, or on an excused holiday) shall be paid for all time worked, including a reasonable amount of travel time going to and from home, at the applicable overtime rate. The time thus paid, including travel time, shall not be less than the equivalent of three (3) hours at the employee's applicable overtime rate.

- a) For such work performed during an employee's excused scheduled addition to any holiday allowance to which the employee is entitled.

- b) For such work performed outside the period of the employee's excused scheduled daily tour on a holiday, the employee shall be paid as set forth above, except that the Double Time and One-Half (2 ½) Overtime Rate shall be substituted for the employee's overtime rate.
- c) In addition to the above appropriate compensation, the employee shall be eligible to receive reimbursement for usage of his or her personal automobile. Such reimbursement shall be made for all miles actually driven while traveling to and from home and among assignments during the Call-In period. Reimbursement shall be made at the highest allowable IRS rate, plus actual out-of-pocket travel related expenses.
- d) This Call-In provision does not apply if such time worked is continuous with the employee's scheduled daily tour. Time allowed for a meal period shall not be considered as a break in the continuity of work time.

### **3. Call-Up Payments**

When a telephone call is made or authorized by a supervisor to an employee who is not at work, the employee will be compensated if the call meets all of the following criteria:

- a) the call is made outside the employee's Scheduled Daily Tour or on a Non-Scheduled Day or an excused holiday;
- b) the employee uses his or her job knowledge; and,
- c) the call was not necessitated by error or omission by the employee.

An employee will be compensated for a Call-Up as follows:

- d) A Call-Up of less than one quarter (1/4) hour, paid one (1) Hour Overtime pay at applicable rate.
- e) A Call-Up of one quarter (1/4) hour, but less than one (1) hour, paid two (2) hours overtime pay at applicable rate.
- f) A Call-Up of one (1) hour, or longer paid the greater of two (2) hours overtime pay at applicable rate or the actual time for such call.

### **4. Night Work Bonus**

- a) Except as provided for in Article 22 (Classification and Treatment of Part-Time Employees), employees whose weekly work schedule consists of regularly scheduled evening or night tours shall receive a night work bonus in the amount of ten percent (10%) of their daily adjusted rate for each night tour so worked.

- b) An employee who is scheduled to work an evening or night tour on a Sunday or a holiday shall receive the applicable night work bonus.

**5. Meal Allowance**

Employees shall be granted meal allowances only in accordance with the following terms and conditions:

- a) An employee shall be granted an eleven dollar (\$11.00) meal allowance when:
  - (1) The employee works two (2) or more hours immediately following the employee's scheduled daily tour;
  - (2) the employee works beyond the employee's scheduled daily tour and a meal period intermission is specified by the Company during the overtime period;
  - (3) the employee works two (2) scheduled daily tours where the ending time of the first tour is the same as the starting time of the second tour; or
  - (4) the employee is required to work six (6) consecutive hours or more outside the employee's scheduled daily tour under circumstances where the employee does not qualify for a meal allowance under Paragraphs 5(a)(1) or 5(a)(2) or 5(c) and incurs actual meal expense.
  - (5) the employee works ten (10) or more consecutive hours on a non-scheduled day.
- b) An employee shall be granted a five dollar and fifty cents (\$5.50) meal allowance when the employee works two (2) or more hours immediately preceding the scheduled daily tour.
- c) An employee shall be entitled to two (2) eleven dollar (\$11.00) meal allowances when an employee works fourteen (14) or more consecutive hours, excluding meal periods.
- d) Meals for which an allowance is granted under this Paragraph 5 shall be eaten on the employee's own time, except where the Company determines that the employee cannot be released for a definite meal period. In such case, the employee shall be granted a reasonable amount of time to eat on Company time.
- e) Meal allowances provided in this Paragraph 5 shall not be paid to an employee receiving a per diem allowance and lodging at Company expense or an allowance in lieu of a per diem allowance and lodging.

**6. Senior Employees**

- a) A senior employee is one who, in addition to the employee's normal duties, assists a first line supervisor. Senior duties shall be limited to the direction, distribution, coordination, and teaching of the work in those cases where the size of the force, or the character of the work, or both requires such assistance for one (1) day or more.

- b) The determination of the need for providing or discontinuing senior employees and the selection of such employees rests solely with the Company.
- c) An employee assigned senior duties shall be notified by the Company prior to the effective date of discontinuance of the employee’s senior assignment.
- d) An employee assigned senior duties shall receive an additional payment of ten dollars (\$10.00) for each tour so worked.

**7. Expense Payments - Temporary Transfers, Assignments or Reassignments Beyond Commuting Distance**

- a) If an employee is temporarily transferred, assigned, or reassigned to a temporary physical reference point more than fifty (50) road miles from the employee’s permanent physical reference point, and is required to remain away from their home location while on temporary assignment shall be paid a per diem expense reimbursement as follows:

**Schedule of Per Diem Expense Reimbursement  
When Overnight Stay is Required**

<b>Lodging Provided 1-5 Days</b>	<b>Lodging Provided Beginning 6th Day</b>	<b>Meals &amp; Lodging Provided 1-5 Days</b>	<b>Meals &amp; Lodging Provided Beginning 6th Day</b>
\$45.00	\$50.00	\$5.00	\$7.00

- (1) The per diem expense reimbursement paid when lodging only is provided covers meals, laundry, local transportation, gratuities, and other expenses which the employee may incur.
- (2) The per diem expense reimbursement paid when meals and lodging are both provided, covers laundry, local transportation, gratuities, and other expenses which the employee may incur.
- (3) An employee will be allowed a reasonable number of phone calls to their home or significant other in addition to the per diem expense reimbursement.
- (4) No other expense reimbursement will be paid on days when a per diem is allowed.
- (5) Time spent traveling under the provisions of this Paragraph will be considered time worked at the beginning and end of the temporary assignment. This will not include time spent traveling to and from the temporary living quarters to the temporary work location.

- (b) Except in the case of an employee attending a Company school at which the employee is required to live and remain, if the temporary work location is more than fifty (50) road miles from the employee's regular reporting location, an employee may elect to receive an allowance of \$55.00 per day in lieu of the provisions of Paragraph 7(a) above for each day of the temporary assignment.

**8. Home Garaging**

- a) The Home Garaging Program is offered at the company's discretion to employees in work groups whose work assignments require the use of a company provided vehicle to perform their work on a regular basis and where the employees' initial and/or final daily work assignments are at locations other than their work reporting location.
- b) Employees who elect to participate in the program will be assigned a motor vehicle for use in their work and for traveling between their work locations and places of residence or other company approved designated places for vehicle storage.
- c) If an employee elects not to participate in the program and a company provided vehicle is necessary to perform their work on a regular basis, the company will determine where the vehicle will be stored and that location will become the employee's work reporting location.
- d) Work conducted on behalf of the company, including the incidental operation of a portable computer or telecommunications equipment, will be subject to compensation. Incidental work conducted during a calendar day, while not contiguous with an employee's normal tour, will be considered cumulatively for the purposes of determining hours worked and extra work time. Access to telecommunications systems from employees' residential or other non-company locations will normally be completed via toll free telephone numbers and not considered reimbursable expenses.
- e) Employees using company provided vehicles under this program to travel between their residence and their initial and/or final work assignment (other than their permanent work reporting location) will be compensated for time incurred each way beyond their normal commute time from their residence to their permanent work reporting location.
- f) Employees who participate in the program will be expected to provide normally secure and legal storage for the vehicle at their places of residence. If the vehicle cannot be properly stored at an employee's place or residence, the Company may arrange for appropriate storage at its expense.

- g) The Company will normally make arrangements for maintenance of the vehicle; however it will be the responsibility of the employee to whom the vehicle is assigned to assure the vehicle is properly maintained. Care and upkeep (e.g.: tune-ups, repair, cleaning, etc.) will be at company expense. Employee time incurred performing these functions will be considered compensable. It is the policy of the company to indemnify and hold harmless from liability, employees who are determined to be liable to others as a result of the actions and/or simple negligence of the employee arising in the scope of their employment. Employees who participate in this program will be considered to be acting within the scope of their employment while operating the company provided vehicle between work locations, and between work locations and their residences or other places of vehicle storage, provided that employees are traveling in a reasonably direct route between their work locations and their residences or other places of vehicle storage and are traveling within a reasonable period of time before or after the start or end of their work day.

#### ARTICLE CS1 – TITLES

1. The titles covered in this section are:

##### **Group A:**

Administrative Clerk - Data  
 Clerical Typist - Data  
 Computer Equipment Operator - Data  
 Coordinator Assignment - Data  
 Customer Engineer Band 1  
 Customer Engineer Band 2  
 Customer Service Representative - Data  
 Data Inventory Specialist  
 Data Service Coordinator  
 Data Software Administrator  
 Dispatch Clerk - Data  
 General Clerk - Data  
 Order Clerk - Data  
 Results and Accounting Analyst - Data  
 Service Center Clerk - Data  
 Supplies Attendant - Data  
 Supplies Expediter – Data

##### **Group B:**

Delivery Driver  
 Head Supplies Attendant  
 Light Supplies Delivery Driver  
 Shop Attendant  
 Supplies Attendant  
 Supplies Coordinator  
 Supplies Expediter  
 Truck Dispatcher

##### **Group C:**

Administrative Clerk  
 Clerical Assistant  
 General Clerk  
 Marketing Clerk  
 Office Clerical Assistant  
 Records Clerk  
 Reports Clerk  
 Senior Clerk  
 Senior Marketing Clerk  
 Word Processing Specialist

**ARTICLE CS2 - WEEKLY WORK SCHEDULES AND HOURS OF WORK**

**1. Weekly Work Schedules**

**a) Group A Titles Only**

- (1) Weekly schedules and tours of duty will be arranged to fit the needs of the business.
- (2) Five (5) tours in one (1) calendar week of Sunday through Saturday, inclusive, shall constitute the normal work week in those Company organizations at which the Company is regularly required to provide coverage on each day of a calendar week.
- (3) Five (5) tours Monday through Saturday, inclusive, in a calendar week shall constitute the normal work week in all Company organizations other than those referenced in Paragraph (2), above.
- (4) The total normal hours worked for full-time employees per week shall be based upon the specific occupational and/or administrative unit.

**b) Group B and C Titles Only**

- (1) Weekly schedules and tours of duty will be arranged to fit the needs of the business.
- (2) Five (5) tours in one (1) calendar week of Monday through Saturday, inclusive, shall constitute the normal work week.
- (3) The total normal hours worked for full-time employees per week shall be based upon the specific occupational and/or administrative unit.
- (4) Minimum Scheduling - Part-Time
  - (i) Part-time employees shall be scheduled to work not fewer than twenty (20) hours in each work week.
  - (ii) Part-time employees shall be scheduled to work not fewer than three (3) hours on any day on which such employees are scheduled to work.
  - (iii) Nothing herein contained in (i) or (ii) above, however, shall prevent the scheduling of fewer than twenty (20) hours in any work week or three (3) hours on any day when the employee volunteers or requests to work fewer than twenty (20) hours per week or three (3) hours on any day.



2. **Hours of Work**

- a) Work schedules will be established for each calendar week, designating the days and hours of work for each employee. Such schedules will be established no later than Wednesday, 5:00 P.M. of the preceding week. In work groups where it is practical to do so, however, schedules for more than one (1) week may be established.
- b) Except as provided in Article 22 (Classification and Treatment of Part-Time Employees), when it is necessary to change an employee's schedule after Wednesday, 5:00 P.M. of the week immediately preceding the change, the employee shall be paid for all hours worked outside of the employee's established schedule at the overtime rate.
- c) **Tour Selection**  
Employees shall have a choice of tours based on their seniority, within their work groups, provided they have the ability to perform the job.

3. **Relief Periods**

a) **Group A Titles Only**

- (1) The scheduling of relief periods will be determined by the Company and will be subject to force and work conditions in each office or location. One (1) relief period will normally be scheduled for each employee working a tour of four (4) to fewer than six (6) hours. Two (2) relief periods will normally be scheduled for each employee working a tour of six (6) or more hours.
- (2) Relief periods normally shall not begin less than one (1) hour after the start or before the end of a tour or return from a meal period.

b) **Group B and C Titles Only**

- (1) The scheduling of relief periods will be determined by the Company and will be subject to force and work conditions in each office or location. One (1) relief period will normally be scheduled for each employee working a tour of three (3) to fewer than six (6) hours. Two (2) relief periods will normally be scheduled for each employee working a tour of six (6) or more hours.
- (2) Relief periods normally shall not begin less than one (1) hour after the start or before the end of a tour or return from a meal period.

4. **Work by Supervisors (Group A and B Titles Only)**

The Parties agree that in administering this Agreement, in the states of New Jersey, Illinois, Indiana, and in the six state region of New England, the following conditions shall be observed:

- a) Managers at the first level of supervision or above who are in the direct line of supervision of employees in the Technical Titles set forth in CTT1 (Titles), NSL1 (Titles), and Group B (Titles) will not do work of the type ordinarily performed by employees under their supervision, except in emergent circumstances and in cases of service or equipment restoration where no qualified Technical employee is available.
- b) Supervisors of all other employees shall ordinarily not concern themselves with work of the type or nature that is regularly assigned to employees in the bargaining unit. Supervisors should devote their full time to management functions. Conditions may arise that require the performance by management employees of any type of work required by the occasion if all reasonable means of meeting the conditions have been exhausted.

**ARTICLE CS3 – DIFFERENTIALS AND OTHER PAYMENTS**

1. **On-Call Payments (Group A and B Titles Only)**

- a) Employees with necessary skills may be required to remain in contact with the Company outside of scheduled daily tours by use of a beeper or other communications device. The requirement to remain in contact with the Company will be rotated among all employees having the necessary skills in the work group. Employees with necessary skills will be solicited on a voluntary basis; however, if there is an insufficient number of volunteers, the Company may assign this requirement to employees having the necessary skills in the aforementioned work groups. Depending on operational needs, employees with the necessary skills may be assigned on-call on either a daily or weekly basis. Employees who perform an on-call assignment for a full seven (7) consecutive day period shall be paid a total of fourteen (14) hours pay at their Hourly Adjusted Rate. Employees who perform an on-call assignment on a daily basis shall be paid two (2) hours pay at their Hourly Adjusted Rate for each such day. Employees called-up will be eligible for out-of-hours treatment as provided for in Article 17. Employees actually called in will be eligible for call-in payment as provided for in Paragraph 2.
- b) When, because of illness or other absence, another employee is required to substitute for the employee assigned on-call responsibility, the substituting employee will receive one-seventh of the amount to which they would be entitled if on call for each day of substitution. The amount paid to the employee originally assigned on-call responsibility will be reduced by one-seventh (1/7) for each day of absence.

## **2. Call-In Payments**

An employee called at home and required to immediately report to work outside their normal working hours (before or after a scheduled tour, on a non-scheduled day, or on an excused holiday) shall be paid for all time worked, including a reasonable amount of travel time going to and from home, at the applicable overtime rate. The time thus paid, including travel time, shall not be less than the equivalent of three (3) hours at the employee's applicable overtime rate.

- a) For such work performed during an employee's excused scheduled daily tour on a holiday, the employee shall be compensated as set forth above, in addition to any holiday allowance to which the employee is entitled.
- b) For such work performed outside the period of the employee's excused regularly scheduled daily tour on a holiday, the employee shall be paid as set forth above, except that Double Time and One-Half (2 ½) Overtime Rate shall be substituted for the employee's overtime rate.
- c) In addition to the above appropriate compensation, the employee shall be eligible to receive reimbursement for usage of his or her personal automobile. Such reimbursement shall be made for all miles actually driven while traveling to and from home and among assignments during the Call-In period. Reimbursement shall be made at the highest allowable IRS rate, plus actual out-of-pocket, travel-related expenses.
- d) This Call-In provision does not apply if such time worked is continuous with the employee's scheduled daily tour. Time allowed for a meal period shall not be considered as a break in the continuity of work time.

## **3. Recuperation Time - Maine, New Hampshire, Vermont, Rhode Island, Massachusetts, Connecticut, New Jersey, Illinois, and Indiana (Group A and B Titles Only)**

- a) When an employee is required to actually work sixteen (16) or more hours in a twenty-four (24) hour period following his normal starting time, the employee will be excused with pay at the hourly adjusted rate during the employee's assigned hours, if any, beginning at the expiration of this twenty-four (24) hour period. Such excused time with pay shall not exceed eight (8) hours. When hours worked are continuous to the normal start time, the twenty-four (24) hour period shall begin at the start of such hours.

- b) An employee who is called from home during the night and works at least four (4) hours and completes his assignment not later than 6:30 A.M. shall be granted a period up to six (6) hours (excluding travel time to and from home) for recuperation purposes. That portion, if any, of this recuperation period which extends beyond the starting hour of his or her regularly assigned tour shall be classified as "excused" time and payment for such time shall be allowed. When the employee completes his assignment after 6:30 A.M., the time between 6:30 A.M. and the start time of his regular assigned tour will be considered as time spent on the emergency assignment.

When the time spent on an emergency work assignment extends to the start of the employee's regularly assigned tour, the employee may be excused with pay for the remainder of the tour when the total time spent on the emergency job and the regularly assigned tour equals twelve (12) hours. In its application in this Section only, "excused" time shall be counted toward the forty (40) hour week.

- c) Notwithstanding the terms of Paragraph 3(b), if an employee is required to actually work sixteen (16) or more hours in a twenty-four (24) hour period following his normal starting time, the terms of Paragraph 3(a), only, will apply to such employee.

#### **4. Night Work Bonus**

Except as provided for in Article 22 (Classification and Treatment of Part-Time Employees), regular full-time employees whose weekly work schedule consists of regularly scheduled night tours shall receive a night work bonus in the amount of ten percent (10%) of their daily adjusted rate for each night tour so worked.

#### **ARTICLE CS4 - MOTOR VEHICLE USAGE PROGRAM (Group A titles only)**

1. There will be established in the Company a Motor Vehicle Usage Program to provide, in those administrative work units where implemented, that employees who participate will be assigned a motor vehicle for use in their work and for traveling between their work locations and places of residence or other designated places for the vehicle storage.
2. The Motor Vehicle Usage Program will be implemented only within administrative work units where some or all of the employees normally use a Company provided motor vehicle in order to perform their work. The decision to implement and to continue the program within any such administrative work unit will be within management's discretion.
3. When the Motor Vehicle Usage Program is introduced within an administrative work unit, all employees within that unit who normally use a Company provided motor vehicle in the performance of their work assignment will be eligible to participate. Participation by any such employees will be on a voluntary basis. If an employee elects not to participate, management will determine where the motor vehicle assigned to that employee is to be stored and that location will become the employee's work reporting location.

4. Employees who participate in the Program will be expected to provide normally secure and legal storage for the vehicle at their places of residence. If the vehicle cannot be properly stored at an employee's place of residence, the Company may arrange for appropriate storage at its expense.
5. The Company will make arrangements for maintenance of the vehicle; however, it will be the responsibility of the employee to whom the vehicle is assigned to assure that the vehicle is properly maintained.
6. For employees who participate in the Motor Vehicle Usage Program, a work reporting area will be established on a local basis before implementation. Such work reporting area will be designed so as to serve the interests of the customer, reasonably accommodate the employee, and be satisfactory to management and the Union. The work reporting area normally will be a circular geographic area. In large congested metropolitan locations or where natural barriers render a circular work reporting area impractical, other suitable parameters will be established.
7. Each participating employee will be expected to begin and end the work tour at any assigned location within the established work reporting area. Prior to implementation of the Program, the Company and Union will determine a method of compensation for employees who begin or end a work tour outside an established work reporting area.

**ARTICLE CS5 - LOCAL UNION 134  
(TECHNICAL - COMPUTER SERVICES)**

**1. General**

In addition to the other provisions of this Agreement, the titles and provisions in this Article shall be applicable only within the geographical boundaries of Cook County, Illinois and apply only to employees represented by Local Union 134, engaged in the installation and maintenance of premises communication products and services provided by the Company.

**2. Represented Management**

- a) Employees in titles set forth in Paragraph 3 shall report to supervisors who are members in good standing in Local 134.
- b) The provisions of this Agreement shall not apply to management employees except as set forth below:
  - (1) The Company may appoint to the title of General Foreman only employees in the title of Foreman who are members of Local Union 134.

- (2) The Company may promote Journeymen, without regard to seniority, to the title of Foreman. Should the Company determine that there are no qualified Journeymen to assume the Foreman position, the Company reserves the right to assign a manager who is not currently a member of Local 134 to the Foreman position after agreement with the Union.
- (3) Management employees represented by Local 134 in the titles of Foreman and General Foreman may be declared surplus without regard to seniority. However, such employees, who were previously promoted to the title of Foreman or General Foreman from the title of Journeyman, may exercise the right to return to a Journeyman position and assume a seniority position as a Journeyman in the bargaining unit at the time the surplus is declared.
- (4) Foremen assigned to weekly out-of-hour duty coverage shall make whatever arrangements are necessary which will permit them to be reached by telephone. They will be paid eight (8) hours at the Foreman's hourly base rate for the week's assignment, provided that it is not feasible to grant an equivalent amount of time off with pay within a reasonable period.

### **3. Titles and Wages**

- a) The following titles are included in the Journeyman classification and the applicable wage schedule in Attachment 3 shall apply.
  - Systems Technician - Journeyman
  - Senior Technician - Journeyman
  - Building Cable Technician - Journeyman
  - Dedicated Customer Engineer - Journeyman
  - Customer Systems Engineer - Journeyman
  - Systems Engineer - Journeyman
  - Customer Engineer III – Journeyman
- b) The following titles are included in the Apprentice classification and the applicable Local 134 Apprentice wage schedule in Attachment 3 shall apply.
  - Technician - Apprentice
  - Building Cable Technician - Apprentice
  - Customer Engineer II – Apprentice

- c) Employees hired into an Apprentice classification may be classified as temporary employees for the first twelve (12) months of employment and term employees for the second twelve (12) months of employment and may be discharged at any time during the first twenty-four (24) months of employment without regard to their length of service and without entitlement to receive voluntary or involuntary termination allowances. Any apprentice who remains employed beyond the twenty-fourth (24) month shall continue to progress on the Apprentice wage schedule and be reclassified from a term employee to a regular employee. An apprentice may be reclassified from temporary to term to regular at any time during the first twenty-four (24) months of employment.

**4. Apprentice to Journeyman Ratios**

The number of employees in the title of Technician - Apprentice, shall not exceed the ratio of three (3) such employees for each employee in the combined Journeyman titles of Building Cable Technician, Senior Technician, Systems Technician, Dedicated Customer Engineer, Customer Systems Engineer, Customer Engineer III and Systems Engineer. The foregoing ratio shall apply on any given job assignment where installation work is being performed. Apprentices may perform maintenance work for which they are qualified, while working alone and shall not be subject to the above ratios on the job. This ratio may be modified on a specific job with concurrence of the business representative.

**5. Contract Work**

When the Company deems it necessary to contract work or obtain additional employees through a contractor, such contracting shall not be arranged without the involvement of the General Foreman and shall be arranged through a contractor whose employees are represented by Local Union 134.

**6. Reporting Area and Travel Payments**

- a) Building Cable Technician - Journeyman, Senior Technicians - Journeyman, Systems Technicians - Journeyman, Dedicated Customer Engineer - Journeyman, Customer Systems Engineer - Journeyman, and Systems Engineer - Journeyman, will be assigned regular reporting areas in one of three (3) Work Reporting Areas (WRAs) in Cook County, Illinois as follows:
  - (1) The area bounded by Lake Michigan on the East, Halsted Street on the West, Division Street on the North and Roosevelt Road on the South (the Walking Area).
  - (2) The area bounded by Cook County line on the North, the Eisenhower Expressway on the South, the Cook County line on the West, and Halsted Street or Lake Michigan on the East (excluding the Walking Area).

- (3) The area bounded by Eisenhower Expressway on the North, the Cook County line on the South, the Cook County line on the West, and Halsted Street or Lake Michigan on the East (excluding the Walking Area.)
- b) Employees may be assigned to begin or end their tour anywhere within their permanently assigned WRA.
- c) Employees whose work detail requires their tour to begin in another WRA will receive travel time based on the closest of the two:
  - (1) time between the nearest point of the permanent WRA boundary and the temporary job assignment, or
  - (2) time between the employee's residence and the temporary job assignment.
- d) Employees using their personal vehicle who are assigned to a new job location, may, upon mutual agreement between management and the employee, transport their basic tools and/or minor material, and receive the following allowance:
  - \$10.00 for any day in which a new job location occurs
  - mileage reimbursement for personal vehicle per language contained in Article 26
- e) No payments under Article 27 will apply to assignments within Cook County, Illinois.
- f) Technician - Apprentices and Building Cable Technician - Apprentices may be assigned to begin tours anywhere within Cook County.
- g) Reassignments between WRAs will be administered by the General Foreman.
- h) The Work Reporting Area (WRA) for Customer Engineer III - Journeyman, and Customer Engineer II - Apprentice shall be Cook County, Illinois.

**7. Force Adjustment Area (FAA)**

For the purposes of Article 30, Cook County, Illinois shall be considered one Force Adjustment Area (FAA).

**8. Seniority Groups**

Within the geographical areas stated below, seniority groups will be established for the purposes of force adjustment (Article 30).



- a) All Senior Technician - Journeyman, Systems Technician - Journeyman, Building Cable Technician - Journeyman, Dedicated Customer Engineer - Journeyman, Systems Engineer - Journeyman, Customer Systems Engineer - Journeyman and Customer Engineer III - Journeyman, within the boundaries of Cook County, Illinois.
- b) All Technician - Apprentices, Building Cable Technician - Apprentices, and Customer Engineer - II Apprentice, within the boundaries of Cook County, Illinois.
- c) Force adjustments may be declared separately in each seniority group above.

**9. Working Foreman**

- a) Journeymen may be temporarily assigned to a specific project or groups of projects, to direct, supervise, oversee and/or assign the work of other Journeymen assigned to the job. Normal duties will be limited to those of the projects, but may include job bidding and pre-survey activities in assistance of the foreman.
- b) Employees so assigned will be paid differentials of (1) one dollar and fifty cents (\$1.50) per hour for each hour worked during their normal tour: (2) two dollars and twenty-five cents (\$2.25) per hour for each hour worked during overtime work compensated at the overtime rate: and (3) three dollars (\$3.00) per hour for each hour worked during overtime compensated at the double time rate.
- c) Selection of the working foreman will be the most senior, qualified journeyman volunteer assigned to the work center. Assignments will be under the direction of the General Foreman and will be for a minimum of one month or length of the project, and limited to a period of six months. Extension beyond the six month period must be discussed with and agreed to by the union.
- d) The provisions of 9(a) above are not to be used in place of or in addition to the provisions for temporary supervisor or temporary manager in Article 21.

**10. Building and Construction Trades**

While the Union recognizes that it will be required to work on projects with non-Union workers involving the installation and/or maintenance of Company-provided products and services, the Company agrees not to require members of Local 134 to work with non-Union workers who are performing work ordinarily performed by building trades and construction Union workers.

**11. Overtime Distribution**

Overtime will be assigned as evenly as possible within work groups.

**12. Work Schedules**

In addition to scheduling provisions in Article CS2 (Weekly Schedules and Hours of Work), Paragraph 2, the following schedules shall be applicable to Journeymen and Apprentices assigned to installation functions.

- a) The normal tour will consist of eight (8) hours between 8:00 AM and 5:00 PM, Monday through Friday. However, due to job site requirements or planned projects day tours may begin as early as 7:00 AM or end as late as 6:00 PM with the concurrence of the General Foreman.
- b) An evening tour will consist of eight (8) hours between 4:00 PM and 1:00 AM Monday through Friday.
- c) A night tour will consist of eight (8) hours between 12:00 AM and 8:00 AM Monday through Friday.
- d) Employees assigned to evening or night tours pursuant to (b) or (c) above shall be paid a differential in the amount of ten percent (10%) of their weekly basic wage rate.

**13. Per Diem Reimbursement**

Employees in those titles outlined in Paragraphs 3(a) and 3(b) who are required to remain away from their home locations while on temporary assignment shall be paid a per diem expense reimbursement as follows:

**Schedule of Per Diem Expense Reimbursement  
When Overnight Stay is Required**

<b>Lodging Provided 1-5 Days</b>	<b>Lodging Provided Beginning 6th Day</b>	<b>Meals &amp; Lodging Provided 1-5 Days</b>	<b>Meals &amp; Lodging Provided Beginning 6th Day</b>
\$35.00	\$40.00	\$3.00	\$5.00

- (1) The per diem expense reimbursement paid when lodging only is provided covers meals, laundry, local transportation, gratuities and other expenses which the employee may incur.
- (2) The per diem expense reimbursement paid when meals and lodging are both provided, covers laundry, local transportation, gratuities and other expenses which the employee may incur.
- (3) No other expense reimbursement will be paid on days when a per diem is allowed.

## ARTICLE NSL1 – TITLES

### 1. The titles covered in this section are:

#### **TECHNICAL SUPPORT**

- Five Tier Senior Secretary
- Five Tier Senior Clerk
- Receiver

#### **TECHNICAL**

- Composite Master Tradesworker
- Air Conditioning and Refrigeration Mechanic
- Electrician

## ARTICLE NSL2 - WEEKLY WORK SCHEDULES AND HOURS OF WORK

### 1. Weekly Work Schedules

- a) Weekly schedules and tours of duty will be arranged to fit the needs of the business.
- b) Five (5) tours in one (1) calendar week of Sunday through Saturday, inclusive, shall constitute the normal work week in those Company organizations at which the Company is regularly required to provide coverage on each day of a calendar week, such as Communications Services Organizations, Customer Service and Support Operations, and Customer Hotlines.
- c) Five (5) tours Monday through Saturday, inclusive, in a calendar week shall constitute the normal work week in all Company organizations other than those referenced in Paragraph (b), above.
- d) The total normal hours worked for full-time employees per week shall be based upon the specific occupational and/or administrative unit.

### 2. Hours of Work

- a) Work schedules will be established for each calendar week, designating the days and hours of work for each employee. Such schedules will be established no later than Wednesday, 5:00 P.M. of the preceding week. In work groups where it is practical to do so, however, schedules for more than one (1) week may be established.
- b) Except as provided in Article 22 (Classification and Treatment of Part-Time Employees), when it is necessary to change an employee's schedule after Wednesday, 5:00 P.M. of the week immediately preceding the change, the employee shall be paid for all hours worked outside of the employee's established schedule at the overtime rate.

c) **Tour Selection**

Employees shall have a choice of tours based on their seniority, within their work groups, provided they have the ability to perform the job.

3. **Relief Periods**

- a) The scheduling of relief periods will be determined by the Company and will be subject to force and work conditions in each office or location. One (1) relief period will normally be scheduled for each employee working a tour of four (4) to fewer than six (6) hours. Two (2) relief periods will normally be scheduled for each employee working a tour of six (6) or more hours.
- b) Relief periods normally shall not begin less than one (1) hour after the start or before the end of a tour or return from a meal period.

4. **Work by Supervisors**

The Parties agree that in administering the Agreement, in the States of New Jersey, Illinois, Indiana, and in the six state region of New England, the following conditions shall be observed:

- a) Managers at the first level of supervision or above who are in the direct line of supervision of employees in the Technical Titles set forth in Articles NSL1 (Titles) will not do work of the type ordinarily performed by employees under their supervision, except in emergent circumstances and in cases of service or equipment restoration where no qualified Technical employee is available.
- b) Supervisors of all other employees shall ordinarily not concern themselves with work of the type or nature that is regularly assigned to employees in the bargaining unit. Supervisors should devote their full time to management functions. Conditions may arise that require the performance by management employees of any type of work required by the occasion if all reasonable means of meeting the conditions have been exhausted.

**ARTICLE NSL3 - DIFFERENTIALS AND OTHER PAYMENTS**

1. **On-Call Payments**

- a) Employees with necessary skills may be required to remain in contact with the Company outside of scheduled daily tours by use of a beeper or other communications device. The requirement to remain in contact with the Company will be rotated among all employees having the necessary skills in the work group. Employees with necessary skills will be solicited on a voluntary basis; however, if there is an insufficient number of volunteers, the Company may assign this requirement to employees having the

necessary skills in the aforementioned work groups. Depending on operational needs, employees with the necessary skills may be assigned on-call on either a daily or weekly basis. Employees who perform an on-call assignment for a full seven (7) consecutive day period shall be paid a total of fourteen (14) hours pay at their Hourly Adjusted Rate. Employees who perform an on-call assignment on a daily basis shall be paid two (2) hours pay at their Hourly Adjusted Rate for each such day. Employees called-up will be eligible for out-of-hours treatment as provided for in Article 17. Employees actually called in will be eligible for call-in payment as provided for in Paragraph 2 below.

- b) When, because of illness or other absence, another employee is required to substitute for the employee assigned on-call responsibility, the substituting employee will receive one-seventh (1/7) of the amount to which they would be entitled if on call for each day of substitution. The amount paid to the employee originally assigned on-call responsibility will be reduced by one-seventh (1/7) for each day of absence.

## 2. Call-In Payments

An employee called at home and required to immediately report to work outside their normal working hours (before or after a scheduled daily tour, on a non-scheduled day, or on an excused holiday) shall be paid for all time worked, including a reasonable amount of travel time going to and from home, at the applicable overtime rate. The time thus paid, including travel time, shall not be less than the equivalent of three (3) hours at the employee's applicable overtime rate.

- a) For such work performed during an employee's excused scheduled daily tour on a holiday, the employee shall be compensated as set forth above, in addition to any holiday allowance to which the employee is entitled.
- b) For such work performed outside the period of the employee's excused scheduled daily tour on a holiday, the employee shall be paid as set forth above, except that the Double Time and One-Half (2 ½) Overtime Rate shall be substituted for the employee's overtime rate.
- c) In addition to the above appropriate compensation, the employee shall be eligible to receive reimbursement for usage of his or her personal automobile. Such reimbursement shall be made for all miles actually driven while traveling to and from home and among assignments during the call-In period. Reimbursement shall be made at the highest allowable IRS rate, plus actual out-of-pocket, travel-related expenses.
- d) This call-in provision does not apply if such time worked is continuous with the employee's scheduled daily tour. Time allowed for a meal period shall not be considered as a break in the continuity of work time.

**3. Night Work Bonus**

Except as provided for in Article 22 (Classification and Treatment of Part-Time Employees), regular full-time employees whose weekly work schedule consists of regularly scheduled night tours shall receive a night work bonus in the amount of ten percent (10%) of their daily adjusted rate for each night tour so worked.

**4. Seven (7) Day Coverage Bonus**

An employee whose job requires coverage on all seven days of the calendar week shall be paid a bonus of ten percent (10%) of their adjusted rate.

**5. Sunday Payments**

An employee whose job does not require seven day coverage who works on a Sunday will be paid at the double time rate. An employee whose job requires seven day coverage will be paid double time rate for work on that employee's day in lieu of Sunday.

**6. Recuperation Time - Maine, New Hampshire, Vermont, Rhode Island, Massachusetts, Connecticut, New Jersey, Illinois, and Indiana**

- a) When an employee is required to actually work sixteen (16) or more hours in a twenty-four (24) hour period following his normal starting time, the employee will be excused with pay at the hourly adjusted rate during the employee's assigned hours, if any, beginning at the expiration of this twenty-four (24) hour period. Such excused time with pay shall not exceed eight (8) hours. When hours worked are continuous to the normal start time, the twenty-four (24) hour period shall begin at the start of such hours.
- b) An employee who is called from home during the night and works at least four (4) hours and completes his assignment not later than 6:30 A.M. shall be granted a period up to six (6) hours (excluding travel time to and from home) for recuperation purposes. That portion, if any, of this recuperation period which extends beyond the starting hour of his or her regularly assigned tour shall be classified as "excused" time and payment for such time shall be allowed. When the employee completes his assignment after 6:30 A.M., the time between 6:30 A.M. and the start time of his regular assigned tour will be considered as time spent on the emergency assignment.

When the time spent on an emergency work assignment extends to the start of the employee's regularly assigned tour, the employee may be excused with pay for the remainder of the tour when the total time spent on the emergency job and the regularly assigned tour equals twelve (12) hours. In its application in this Section only, "excused" time shall be counted toward the forty (40) hour week.

- c) Notwithstanding the terms of Paragraph 6 (b), if an employee is required to actually work sixteen (16) or more hours in a twenty-four (24) hour period following his normal starting time, the terms of Paragraph 6 (a), only, will apply to such employee.

#### **ARTICLE NSL4 - MOTOR VEHICLE USAGE PROGRAM**

1. There will be established in the Company a Motor Vehicle Usage Program to provide, in those administrative work units where implemented, that employees who participate will be assigned a motor vehicle for use in their work and for traveling between their work locations and places of residence or other designated places for the vehicle storage.
2. The Motor Vehicle Usage Program will be implemented only within administrative work units where some or all of the employees normally use a Company provided motor vehicle in order to perform their work. The decision to implement and to continue the program within any such administrative work unit will be within management's discretion.
3. When the Motor Vehicle Usage Program is introduced within an administrative work unit, all employees within that unit who normally use a Company provided motor vehicle in the performance of their work assignment will be eligible to participate. Participation by any such employees will be on a voluntary basis. If an employee elects not to participate, management will determine where the motor vehicle assigned to that employee is to be stored and that location will become the employee's work reporting location.
4. Employees who participate in the Program will be expected to provide normally secure and legal storage for the vehicle at their places of residence. If the vehicle cannot be properly stored at an employee's place of residence, the Company may arrange for appropriate storage at its expense.
5. The Company will make arrangements for maintenance of the vehicle; however, it will be the responsibility of the employee to whom the vehicle is assigned to assure that the vehicle is properly maintained.
6. For employees who participate in the Motor Vehicle Usage Program, a work reporting area will be established on a local basis before implementation. Such work reporting area will be designed so as to serve the interests of the customer, reasonably accommodate the employee, and be satisfactory to management and the Union. The work reporting area normally will be a circular geographic area. In large congested metropolitan locations or where natural barriers render a circular work reporting area impractical, other suitable parameters will be established.

7. Each participating employee will be expected to begin and end the work tour at any assigned location within the established work reporting area. Prior to implementation of the Program, the Company and Union will determine a method of compensation for employees who begin or end a work tour outside an established work reporting area.

## ARTICLE TRA1 – TITLES

### 1. The titles covered by this section are:

- Telecommunications Relay Associate
- TRA Administrative Associate
- Accessible Communications Associate
- ACS Administrative Associate
- Communications Assistant
- Communications Assistant - Relay Representative
- Telecommunications Relay Clerk

## ARTICLE TRA2 - WEEKLY WORK SCHEDULES AND HOURS OF WORK

All assignments of working forces shall be subject to service and work requirements. The decision of the Company with respect to service and work requirements shall be controlling. The Company and the Union agree that meetings will be held at the request of either Party, but no less frequently than three (3) meetings in a calendar year to discuss scheduling and overtime issues in the New Castle, Pennsylvania, Accessible Communications Services Center.

At such meeting, the center manager will address any pre-requested issues and the manager of the force group will be made available to have meaningful discussions regarding specific scheduling and overtime with an attempt to resolve the issues. At these meetings, the Parties may also address other topics.

### 1. Weekly Work Schedules and Hours of Work

- a) Regular full-time employees shall be scheduled to work full normal tours on any five days of the calendar week. Regular part-time, temporary and term employees shall be assigned by the Company to days and hours of work subject to the needs of the service after regular full-time employees have been assigned.
- b) A normal tour shall be eight (8) hours in length. The types of tours for all titles in Article TRA1 are as follows:



TYPE	START (ON OR AFTER)	END (ON OR BEFORE)
Day	5:00 AM	6:00 PM
Afternoon/Evening	11:00 AM	3:00 AM
Night	10:00 PM	7:00 AM
Divided*	7:00 AM	10:00 PM

\*NOTE: A divided tour shall not have fewer than four (4) hours between sessions and its length shall not exceed thirteen (13) hours.

- c) Work schedules shall be posted for each calendar week, designating the days and hours for each employee. Such schedules shall be posted no later than 5:00 P.M. on the Wednesday immediately prior to the week for which such schedules are effective, except that when Monday, Tuesday, or Wednesday is a holiday the schedule may be posted on Thursday. In work groups where it is practical to do so, however, the Company may post schedules covering more than one (1) week.
- d) Changes in scheduled and nonscheduled days for the following week may be made provided the employee is notified personally of the change at or before 5:00 P.M. Thursday of the current week. After 5:00 P.M. Thursday of the current week, an employee shall not be required to change his or her scheduled and nonscheduled days for the following week, but an employee may be requested to work on a nonscheduled day; provided, however, that if an employee is called in on a nonscheduled Sunday and works the equivalent of a full tour, that Sunday shall become a scheduled day.
- e) Sunday schedules, Holiday schedules and Christmas Eve and New Year's Eve schedules shall be posted at least two (2) weeks prior to the Sunday or the holiday and subsequent changes shall be kept at a minimum.
- f) **Tour Selection**  
Tours and days off shall be assigned on the basis of the highest preference available for the employee in the order of seniority.
  - (1) Changes of assignment of tours and days off which are requested by employees may be made if approved. Such changes shall be allowed as service conditions permit.
  - (2) The Company has the right to require employees to work overtime to meet the needs of the business.
  - (3) **Pennsylvania only** –  
Days off shall be assigned on the basis of the highest preference available for the employees in the order of seniority on a rotational basis.

g) **Night Tours**

Seniority for choice of tours shall be used within the total office regular full-time employee force in all methods of selection, provided that, in any office in which regular full-time employees may change their tour preferences more often than monthly, an employee shall not choose to move onto or off the night work force more frequently than once a month with notice thereof at least two (2) weeks in advance. Night relief tours shall continue to be assigned in accordance with the practice that exists in each office.

**2. Relief and Meal Periods**

a) **Relief Period**

- (1) Employees shall be assigned one (1) fifteen (15) minute relief period in each session which shall begin or end not less than ninety (90) minutes from the start or end of the session, respectively. Relief periods are paid time, and employees on relief are considered to be on duty.
- (2) Employees who work two and one-half (2 ½) or more continuous hours in excess of their normal scheduled tour shall be assigned one (1) additional fifteen (15) minute relief period.

b) **Meal Periods**

Meal periods shall be either one-half (½) hour, three-quarters (¾) of an hour, or one (1) hour in length, as determined by management consistent with service and work requirements. Meal periods are not paid time and employees on meal periods are considered to be off duty.

**3. Daylight Savings Time**

- a) On the night the change is made from standard to daylight savings time, no deduction in pay shall be made even though the actual work time is reduced by one hour for the night tours.
- b) On the night the change is made from daylight savings time to standard time, employees working tours ending after 2:00 A.M. may be required to work additional time. Such additional work time shall be compensated for at an employee's adjusted hourly rate unless the provisions of Article TRA3 (Overtime and Other Payments) Paragraph 1 entitle the employee to be compensated at the Overtime Rate.

#### **4. Interval Between Tours**

The interval between the end of one scheduled tour and the beginning of the next scheduled tour shall normally be at least eight (8) hours except when an employee is exercising his or her seniority. If the Parties desire a minimum interval shorter than eight (8) hours or if the Parties desire to implement the interval or minimum interval for scheduled tours ending between 1:00 A.M. and 7:00 A.M. only, the Union and the Company will meet and agree, at the District or Area level as appropriate, to implement such Agreement. Individual employees may waive intervals if they desire through their statement of tour preference on the preference card.

### **ARTICLE TRA3 – OVERTIME AND OTHER PAYMENTS**

#### **1. Overtime Payment**

The Company shall pay employees at one and one half (1½) times their adjusted hourly wage rate for all time actually worked in excess of eight (8) hours in a day, or in excess of forty (40) hours actually worked in a calendar week.

#### **2. Double Time Payments**

Overtime hours worked in excess of eight (8) hours at the overtime rate (as provided in Paragraph 1) within the calendar week shall be paid at the double time rate. Incidental overtime worked on a holiday (time worked in excess of the full time scheduled tour), will be paid at the double time rate.

#### **3. Customer Premises Visit Allowance**

Whenever an employee is directed by management to go to a customer's premises, the employee shall be paid an allowance of twelve dollars (\$12.00) for each tour in which one or more visits take place.

#### **4. Differentials**

##### **a) Christmas Eve and New Year's Eve Differential**

Employees in the title of Telecommunication Relay Associate, TRA Administrative Associate, Accessible Communications Associate, ACS Administrative Associate, Communications Assistant or Communications Assistant – Relay Representative working on December 24 or December 31 shall be paid three (3) times the employees adjusted hourly wage rate for any time worked between 7 P.M. on either day and 7 A.M. the following day. This payment shall be in place of payment at the overtime rate for working overtime

b) **Mother's Day Differential**

Employees in the title of Telecommunication Relay Assistant or Accessible Communications Assistant scheduled to work on Mother's Day shall be compensated at two (2) times the employee's adjusted hourly wage rate for all time worked.

c) Differentials shall not be paid to employees for time not worked, except as provided in Article 24.02 and 25.02.

d) **Tour Differentials**

An employee who works one of the tours described below shall be paid the specified differential amount:

<b>Afternoon/Evening Tours</b>	
up to 10:30 PM	\$1.85 per tour
<b>Evening/Night</b>	
up to 3:00 AM	\$2.20 per tour
up to 7:00 AM	\$2.70 per tour
Saturday Tours	\$1.50 per tour

5. **Call-In Payments**

a) An employee called at home and required to immediately report to work (1) prior to the start of an assigned tour where the work time is not continuous with the assigned tour, (2) after having returned home or after a period of fifteen (15) minutes has elapsed since the completion of a tour, or (3) on any unassigned day, shall be paid for the hours worked, including a reasonable amount of travel time going to and from home, in accordance with the provisions of this Agreement. However, employees working under these conditions shall receive a minimum of three (3) hours pay, at the employee's applicable overtime rate, irrespective of the time actually worked, including travel time.

b) In addition to the compensation set forth in Paragraph 5(a) above, the employee shall be eligible to receive reimbursement for usage of his or her personal automobile. Such reimbursement shall be made for all miles actually driven while traveling to and from home and among assignments during the call-in period. Reimbursements shall be made at the highest allowable IRS rate per mile, plus actual out-of-pocket, travel-related expenses.

c) Time allowed for a meal period shall not be considered as a break in the continuity of work time.

**6. Temporary Assignments to Higher Occupational Job Classification**

Employees temporarily assigned to work in a higher occupational job classification shall receive a classification payment for each day in which an employee works ninety (90) minutes or more in the higher assignments. Such daily classification payment shall be determined by dividing the promotional increase by the number of scheduled daily tours in the employee's scheduled weekly tour. Temporary assignments to a higher occupational job classification shall not be made for longer than twelve (12) consecutive months, but may be extended as circumstances warrant, upon approval of the Local Union Business Manager or his/her designee.

**7. Sunday Payments**

Payment to all employees, except as provided in Article 22 (Classification & Treatment of Part-Time Employees), for all hours worked during a Sunday tour shall be at the overtime rate.

**8. Maximum Hourly Compensation**

Except as provided in Paragraphs 4(a) and 4(b), no combination of overtime or any other rate may produce an effective rate higher than two and one half (2½) times the adjusted hourly wage rate.

**9. Carfare**

When an employee works in both sessions of a divided tour, the employee shall receive a carfare allowance in the amount of \$8.00.

**10. Overtime Calculation**

The Parties agree that contract provisions in Paragraphs 1 and 2 will be administered as written. Therefore, overtime payments will apply based on hours "actually worked", not scheduled hours. Other than physically working, the only time considered hours actually worked are vacation, holidays, or excused workdays, Paid Absence for Jury Duty and Paid Funeral Related Absence.

**ARTICLE TRA4 – HOLIDAYS**

1. The following days shall be observed as holidays by all employees covered by Article TRA1 (Titles):

a) Authorized holidays shall consist of designated holidays and floating holidays as follows:

**ALL LOCATIONS:**

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New Year’s Day	(January 1)
Memorial Day	(Last Monday in May)
Independence Day	(July 4)
Labor Day	(First Monday in September)
Thanksgiving Day	(Fourth Thursday in November)
Christmas Day	(December 25)
Two (2) Floating Holidays	

**PENNSYLVANIA ONLY:**

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President's Day	(Third Monday in February)
Good Friday	(Friday before Easter Sunday)

b) Each regular employee who was engaged prior to January 1 shall be eligible for the two Floating Holidays specified. Each regular employee hired after January 1 shall be eligible for Floating Holidays in accordance with the following schedule:

<u>Date of Hire</u>	<u>Eligible Number of Floating Holidays</u>
January 1 - June 30	2
July 1 - October 31	1

2. When any of the authorized holidays listed in Paragraph 1(a) occur on a Saturday, the preceding Friday shall be observed as the authorized holiday for employees not scheduled to work on Saturday and such employees shall be compensated pursuant to Paragraph 3 and 4. When any of the authorized holidays listed in Paragraph 1(a) occur on a Sunday, other than Christmas, the following Monday shall be observed for those employees not scheduled to work on Sunday and such employees shall be compensated pursuant to Paragraph 3 and 4.

**3. Holiday Compensation for Full-Time Employees On All Holidays except Christmas, Thanksgiving, New Year’s Day, and Labor Day:**

a) Full-time employees who are excused from work on the day a holiday is observed shall be paid at their adjusted hourly wage rate for the hours they would have been scheduled had they not been excused.

- b) Full-time employees who work on the day a holiday is observed shall be given the option to either: (1) Be paid at their adjusted hourly wage rate and shall be entitled to take an alternate day in lieu of the holiday, which shall be subject to the needs of the business and the concurrence of the employee's supervision or (2) In addition to the holiday allowance in 3(a) above, be paid at their adjusted hourly wage rate for time worked during their daily scheduled tour. Hours worked in excess of their scheduled daily tour will be paid at the double time rate.
- c) Employees who choose to take an alternate day in lieu of the holiday shall schedule the day within thirty (30) days following the holiday, or at the employee's option, schedule the day within the Vacation selection period.

**4. Holiday Compensation for Part-Time Employees on all holidays except Christmas, Thanksgiving, New Year's Day and Labor Day:**

- a) Part-Time employees who are excused from work on the day a holiday is observed shall be paid at their adjusted hourly wage rate for the number of hours equal to one-fifth (1/5) of the employee's equivalent work week classification.
- b) Part-Time employees who work on the day a holiday is observed shall be given the option to either: (1) Be paid at their adjusted hourly wage rate and shall be entitled to take an alternate day in lieu of the holiday, which shall be subject to the needs of the business and the concurrence of the employee's supervision or (2) In addition to the holiday allowance in 4(a) above, be paid at their adjusted hourly wage rate for time worked during their daily scheduled tour.
- c) Employees who chose to take an alternate day in lieu of the holiday shall schedule the day within thirty (30) days following the holiday; or at the employee's option, schedule the day within the vacation selection period.

**5. Holiday Compensation for Christmas, Thanksgiving, New Year's Day and Labor Day:**

- a) Full-time employees who work on Christmas, Thanksgiving, New Year's Day or Labor Day shall be paid, in addition to the holiday allowance, at the Time and One-Half (1 ½) Overtime Rate for time worked during their daily scheduled tour. Employees who work Christmas on a Sunday shall be compensated at three (3) times the employee's hourly adjusted rate plus applicable night work bonuses.
- b) Part-Time employees who work on Christmas, Thanksgiving, New Year's Day or Labor Day shall be paid, in addition to the holiday allowance in Paragraph 4(a) above, at the time and one half (1 ½) overtime rate for time worked during their daily scheduled tour.

6. A temporary employee shall not be paid if assigned to work on an authorized holiday but fails to report, or is offered work and declines the holiday assignment. In addition, a temporary employee shall not receive holiday pay if that employee has not worked in each of the four calendar weeks immediately preceding the week in which the holiday falls.
7. Any employee who is absent without pay on the scheduled work day before or after the holiday may not be paid the holiday allowance.
8. An employee who is scheduled to work on a holiday but fails to report for work and is not excused shall receive no holiday allowance.

## **ARTICLE TRA5 - GRIEVANCE PROCEDURE**

1. The Parties recognize and confirm that the grievance and arbitration procedures, where applicable, provide the mutually agreed upon and exclusive forum for resolution and settlement of employee disputes covered thereby during the term of this Agreement. Neither the Company, nor the Union, its local organizations, their representatives or the employees they represent, shall attempt by means other than the grievance and arbitration procedures to bring about the resolution of any issue which is properly a subject for disposition through such procedures. A grievance is a complaint involving the interpretation of application of any of the provisions of this Agreement or a complaint that an employee or group of employees for whom the Union is the bargaining agent has, in any manner, been unfairly treated. When an employee has a complaint, he/she may first consult his or her immediate supervisor. If the complaint is not resolved, he/she may then follow the grievance procedure outlined below.

### **2. Grievance Procedure Steps**

The grievance procedure shall consist of:

- a) Step 1 - shall be at the office manager level of supervision and shall include the supervisor involved in the disciplinary action.
- b) Step 2 - shall be at the Headquarters level of the Company, and notice of the grievance appeal shall be delivered by the Union to the Company's Labor Relations, Vice President or his or her designated representative.
- c) Any adjustment or settlement of a grievance at Step 1 shall be final and binding for the particular grievance involved but shall not be used as precedent by either Party.
- d) Notices of appeal at Step 2 of the grievance procedure shall be in writing and shall set forth the identity of the aggrieved employee(s) involved, a statement of the act or occurrence complained of, the Agreement provision(s) allegedly violated, if any, and the remedy requested.



**3. Time for Filing Grievances and Appeals**

- a) No grievance shall be considered nor shall any appeal thereof be handled as a grievance unless it is presented at Step 1 within forty-five (45) calendar days of the action or failure to act which is the subject of the grievance.
- b) In the event the grievance is not resolved at Step 1, written notice of appeal shall be given at Step 2 within fifteen (15) calendar days of Management's written decision at Step 1.
- c) The decision(s) of Management concerning grievances submitted under the grievance procedure shall be confirmed in writing within fifteen (15) calendar days of the close of the grievance meeting(s) at Step 1 and 2 or not later than mutually agreed upon later date.

**4. Grievance Meetings**

A meeting at any step of the grievance procedure shall be held promptly and not later than fifteen (15) calendar days after receipt by the Company of the grievance or the notice of appeal, unless the Parties mutually agree to a later date or dates. In the absence of agreement for such later date or dates, and if such meeting is not held within fifteen (15) calendar days because of default of Management, the grievance shall be considered as denied by Management, and the Union may appeal its grievance to the next higher step in the formal grievance procedure. The Company agrees to meet to consider all grievances appealed to the second step. In the event the Company fails to provide the Union with a written response concerning the grievance, the grievance shall be deemed to be denied and the Union may pursue the matter to arbitration pursuant to Article 12 (Arbitration).

**5. Number of Union Representatives and Pay Treatment**

- a) Other than Management representatives, the number of Company paid employees, including Union representatives, designated by the Union to attend grievance meetings shall not be more than three (3) in any step of the grievance procedure. Those employees so designated shall suffer no loss in pay for time consumed (during such employee's scheduled daily tour of working hours) while in attendance at such grievance meetings. In addition, those same employees shall suffer no loss in pay for time necessarily consumed, during a scheduled daily tour of working hours, in traveling to and from grievance meetings.
- b) Meetings at the first step of this grievance procedure shall be held in mutually acceptable locations with the common geographic area of both the jurisdiction of the Local Union presenting the grievance and Company representatives hearing the grievance.

- c) Unless mutually agreed to meet elsewhere or via teleconference, meetings at the second step of this grievance procedure shall be held in Harrisburg, Pennsylvania.
- d) The grievance shall be scheduled and heard during the scheduled tour of the Union representatives.

**6. Discussion or Settlement of Grievance**

- a) Any individual employee or group of employees shall have the right to present grievances directly to the Company and have such grievances adjusted, without the intervention of the Union, so long as the adjustment is not inconsistent with the terms of this Agreement, and provided that the Union has been given an opportunity to be present at such adjustment.
- b) After an employee or employees have referred a grievance to the Union, and the Union advises the Company that the Union shall present the grievance on behalf of that employee, or employees, the Company shall not discuss or adjust such grievance directly with said employee or employees.
- c) The Company and the Union recognize the right of each other to investigate the circumstances surrounding any grievance and agree to cooperate in such investigation.

**ARTICLE TRA6 - PAY FOR PERFORMANCE**

- 1. The Company will continue a Pay for Performance (PFP) Program for all eligible full-time and part-time employees, which rewards attendance, individual performance, and office performance on a monthly basis. Awards will be made within a reasonable time after the completion of the month being measured.
- 2. The PFP components and percent of maximum monthly payout are as follows:
  - a) Quality of Work Performance
    - (1) Individual contact observation (Satisfactory or Better) – 15%
    - (2) Individual customer complaints (No Complaints) – 15%
    - (3) Office test calls (95% Satisfactory Performance) – 30%
  - b) Attendance
    - (1) Individual attendance performance (no chargeable absence) – 10%  
Month will be broken up into four segments. Payout based on number of segments with no chargeable absence. Example: An employee with no chargeable absence in two out of the four monthly segments will receive 50% of the 10% award allocated to this category.

(2) Individual tardiness performance (No Tardiness) – 10%  
 Month will be broken up into four segments. Payout based on number of segments with no tardiness.

(3) Office attendance performance (Met Office Objective) – 20%

Either Party may request a review of the PFP Plan components, and modifications may be made by agreement of the Parties.

c) **Monthly Payout Maximum (Based on NCS)**

**PFP MONTHLY MAXIMUM**

<u>End of Month</u>	<u>Payout Max</u>
0	\$0
3	\$100.00
12	\$125.00
18	\$170.00
24	\$245.00

**ARTICLE TRA7 – NEW HIRES AND EMPLOYEE INITIATED TRANSFERS**

1. New hires and employee initiated transfers into the New Castle Relay Center will be placed in the title of Accessible Communications Associate and be paid in accordance with Wage Table ACA-L contained in Attachment 3 of the Agreement.

**ARTICLE TRA8 – NET CREDITED SERVICE**

1. Where two (2) or more employees have the same Net Credited Service, the alphabetical placement of their last name as of the date of hire will determine seniority, “A” being most senior.

**ARTICLE TRA9 - FLEXIBLE EXCUSED WORK DAYS (IN LIEU OF ARTICLE 24.03)**

The Company and the Union recognize that it may be in the best interest of the employees to have the ability to take time off for brief intervals because of personal needs. Accordingly, for the term of the Agreement five (5) Excused Work Days may be used as follows:

1. Each Flexible Excused Work Day may be divided into increments of one (1) hour for an increment, the last increment of an Excused Work Day may be less than one hour.
2. The five days do not have to be designated during the vacation selection process.

3. An increment may be taken at any time during the vacation schedule period provided:
- a) His/Her supervisor is notified before the beginning of the tour, or
  - b) In the case of emergent circumstances arising after reporting to work, the employee notifies his/her supervisor of the need for time off, and
  - c) The percentage of the work group that has been scheduled time off does not exceed the maximum percentage as outlined below. Employees with previously scheduled Vacations, Floating Holidays, Excused Work Days, Leaves of Absence and on-going disabilities shall not be included in the CAPS. The percentage of available Flexible Excused Work Day time shall not exceed the following:

January		10%
February		10%
March		15%
April		20%
May-December		25%

In the event the maximum percentage is reached then the time may be granted consistent with the needs of the business.

**MEMORANDUM OF AGREEMENT  
BETWEEN  
AT&T NATIONAL  
(the Company)  
AND  
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS  
SYSTEM COUNCIL T-3  
(the Union)**

**OTHER AGREEMENTS**

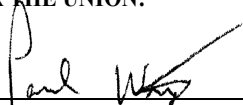
The following matters, which have been the subject of negotiations between the Parties, are settled and disposed of, and are set forth in attachments A-P and 1-17 to this Memorandum inasmuch as they are not included within the Articles set forth in this Appendix T although one or more provisions, attachments, or letters may be reprinted with the Agreement.

Except for disputes relating to those subjects or Paragraphs which are expressly excluded from grievance or arbitration or which provide for a different dispute resolution procedure, such disputes shall also be subject to the grievance and arbitration procedures of the Agreement.

This Memorandum of Agreement will remain in effect through the term of the 2013 Collective Bargaining Agreement between the parties.


**AGREED:**

**FOR THE UNION:**

  
\_\_\_\_\_  
Paul F. Wright  
Chairman, System Council T-3  
International Brotherhood of Electrical Workers

June 23, 2013  
Date

**FOR THE COMPANY:**

  
\_\_\_\_\_  
Randall S. White  
Vice-President - Labor Relations

June 23, 2013  
Date

**LOCAL LETTERS**

**(1) TEMPORARY ASSIGNMENT TO HIGHER OCCUPATIONAL JOB CLASSIFICATION – NEW JERSEY**

This will confirm our understanding concerning employees in New Jersey, Local 827 IBEW, for temporary assignment to a higher occupational job classification. During the term of the Agreement, the Company will construe Article 21 (Work Up Rate), to require compensation when an employee works any part of a tour in the higher assignment.

**(2) TRANSFER TO LOWER PAY SCHEDULE**

When an employee is involuntarily assigned via Article 13.05 to a title that has been newly created under Article 15 and that title has a lower pay schedule, the employee's current rate of pay will be green circle protected for the life of the Contract. It is understood that the terms of this Agreement will result in the green circle treatment ending with the expiration of the Contract.

**(3) VACATION SELECTION FOR NEW ENGLAND (EXCLUDING OPERATOR SERVICES)**

For the purpose of this Contract, it is understood by the Company (AT&T) and the Union (IBEW) that the vacation selection process currently in effect within each occupational and/or administrative unit within the six (6) state area of New England will remain the same.

**(4) VACATION SELECTION LOCAL 827**

1. Local 827 IBEW, NJ requests the following procedures be placed in effect for the vacation selection process:
  - a) When practicable, the vacation selection process will begin no later than December 1 and be completed by December 31 of the year prior to the year being selected.
  - b) The selection process shall include, in addition to vacations, the selection of Floating Holidays, Vacation Holidays and Excused Workdays. For this purpose, each employee shall prepare a vacation request form indicating, where applicable, first, second and third choice selections.
  - c) To the extent permitted by work requirements, as determined by the Company, seniority based on net credited service shall be given primary consideration in the selection process.
2. Selection priorities at the time of vacation selection shall be in the following order:

**a) All Full Weeks Vacation**

By seniority, each employee shall be granted his/her first and second full week of vacation, if so entitled, or if eligible, pass on one full week which will be granted later in the scheduling process as a day-at-a-time vacation.

Then by seniority, each employee shall be granted his/her third full week vacation, if so entitled, provided he/she has not selected the day-at-a-time vacation option.

Then by seniority, each employee shall be granted his/her fourth full week vacation, if so entitled, provided he/she has not selected the day-at-a-time vacation option.

Then by seniority, each employee shall be granted his/her fifth full week vacation, if so entitled, provided he/she has not selected the day-at-a-time vacation option.

**b) Day-At-A-Time Vacation Days**

By seniority, each employee who selects the day-at-a-time option shall be granted his/her day-at-a-time vacation days or will select reserve time for these days.

**c) Floating Holidays**

By seniority, each employee shall be granted his/her Floating Holidays, if so entitled, or select reserve time for these days.

**d) Vacation Holidays**

By seniority, each employee shall be granted his/her vacation Holiday(s), if so entitled, or will select reserve time for this day(s).

**e) Paid Excused Workdays**

By seniority, each employee shall be granted his/her paid Excused Workdays or will select reserve time for these days.

**f) Unpaid Excused Workday**

By seniority, each employee shall be granted his/her Unpaid Excused Workday or will select reserve time for this day.

**(5) VACATION SELECTION FOR LOCAL 1269**

Notwithstanding the provisions of Article 25 Vacations, (Scheduling/Selection), each employee shall be given a first choice with respect to vacation, before any employee who splits a vacation makes a subsequent choice. Vacation weeks completed prior to April 1 shall not be considered a "first choice." A normal vacation week shall mean a vacation week that begins on Sunday and

continues through Saturday of the calendar week. A vacation week may begin on a day other than Sunday when approved in advance by the Company. However, such vacations may be selected only after everyone has had an opportunity to select all normal week(s) of vacation. Only full weeks of vacation are included in this first selection priority canvass.

Notwithstanding the above provisions, when an employee desires to relinquish a full week or continuous full weeks of vacation selection and notifies the Company prior to the fifteenth of the preceding month, the employees on the same vacation schedule shall have, upon request to the Company, an opportunity to select the relinquished vacation selection week(s), in accordance with their seniority, no later than the fifteenth of such preceding month.

If a vacation selection week(s) is relinquished after the fifteenth of such preceding month, the vacation selection week(s) may be filled at the discretion of the Company. Further, this Agreement shall be for the life of the collective bargaining agreement only.

#### **(6) NEW CASTLE RELAY - VACATION**

The Company and Union agree the local management and local union officials will conduct a meeting within 90 days of ratification to address concerns associated with vacation selection during the Summer and Fall months.

#### **(7) OVERTIME ADMINISTRATION**

Overtime administration should be consistent with the needs of the business with due consideration to the desires of Bargaining Unit employees.

Our stated policy on administration of overtime, which has been communicated to the Union, is that we will attempt to equalize overtime, to the extent feasible, among qualified employees over a reasonable period of time, generally one year.

It is consistent with good Labor/Management relations that managers review with local Union representatives any necessary changes to overtime administration guidelines and be prepared to articulate conditions that demand such changes.

#### **(8) NEW JERSEY RELOCATION**

Certain provisions were negotiated in the 1989 Bargaining Agreement between AT&T and the International Brotherhood of Electrical Workers System Council T3 concerning force balancing coincident with force adjustments and independent of a force adjustment.

These Provisions have produced a situation where certain employees are reluctant to relocate to physical reference points where there is a need for employees, due to the geographical and logistical conditions in the State of New Jersey in the jurisdiction of IBEW Local 827. This situation is neither beneficial to the Company or the employees represented by IBEW Local 827.



The following modifications to the Bargaining Agreement will be made:

- 1) Under Article 30, a Reasonable Commuting Area (RCA) and Force Adjustment Area (FAA) shall have the same boundaries as the state lines of New Jersey.
- 2) The restrictions for Living Expense payments, that in order to receive such expenses an employee must move between RCA's as provided for in Article 30 (Relocation) shall not apply, but the thirty-five (35) mile criteria will continue to apply.
- 3) The restriction for Termination Payments, that in order to receive such payments for failure to accept an involuntary transfer an employee must be required to move between RCA's as provided for in Article 30 shall not apply, but the required move must be thirty-five (35) miles or more to receive such payments.
- 4) It is understood that the Agreement shall be applicable only to Local 827 in the State of New Jersey and shall not apply or establish any precedent for any other Locals or employees covered by the Bargaining Agreement.
- 5) This Agreement shall continue for the life of the current Bargaining Agreement unless modified or canceled by mutual concurrence of the Parties.

#### **(9) NEW JERSEY REAL ESTATE COMMISSION**

This will confirm our understanding reached during our recent collective bargaining negotiations, concerning the application of Appendix T Letter M, for employees in New Jersey. During the term of the Agreement, those employees shall remain eligible to receive reimbursement of "real estate commission up to six percent (6%) of the sale price of the (employee's) old residence," as provided in Mr. Trenkamp's 1980 letter to Mr. A. Perry.

#### **(10) NEW ENGLAND OVERTIME**

Effective with the implementation date of the Company's new payroll system known as Payroll Simplification, all employees in the six (6) state region of New England working a scheduled daily tour of seven and one-half (7 ½) hours will be paid at the Time and One-Half (1 ½) Overtime Rate for all hours worked outside the scheduled daily tour.

#### **(11) MOTOR VEHICLE DAMAGE – NEW JERSEY**

This will confirm the agreement reached during the recent collective bargaining negotiations, concerning the use of employees' personal automobiles in New Jersey under the provisions of the Agreement concerning call-in of employees.

The operation of the motor vehicle must meet all the requirements of law. The employee must possess a valid driver's license, the motor vehicle must be properly registered and inspected and must be covered by public liability and property damage insurance. Additionally, the employee

must operate the vehicle in accordance with regulations prescribed for the operation of Company motor vehicles.

If an employee is involved in a motor vehicle accident while operating his personal car in compliance with all of the above provisions, the Company agrees to reimburse the employee for that part of the damage to his car for which he is not otherwise compensated provided he has exhausted all other reasonable means to effect collection. Such payment will be made only after a determination by the Company that the employee has complied with all of the foregoing provisions.

**(12) MOTOR VEHICLE DAMAGE**

The Parties agree that, except in the State of New Jersey, in administering Paragraph 2, CS3 (Differentials and Other Payments), the operation of an employee's motor vehicle must meet all requirements of law. The employee must possess a valid driver's license, the motor vehicle must be properly registered and inspected (as may be required by applicable State law) and the motor vehicle must be covered by public liability and property damage insurance. Additionally, the employee must operate the vehicle in accordance with regulations prescribed by the Company for the operation of Company motor vehicles. If an employee is involved in a motor vehicle accident while operating his personal motor vehicle in compliance with all of the above provisions, the Company will reimburse the employee for that portion of the damage to his motor vehicle that is not otherwise compensated provided that the employee has exhausted all other reasonable means to effect collection. Such payment will be made only after a determination by the Company that the employee was not at fault in the accident and has complied with all of the foregoing provisions. Further, no payments made pursuant to this agreement shall exceed the amount of the employee's comprehensive or collision damage deductible or \$500.00, whichever is less.

**(13) LOCAL AGREEMENTS**

This will confirm our agreement, reached during recent negotiations, concerning local agreements other than those that are specifically provided for in the Agreement. As we discussed, local agreements that violate the provisions of the Agreement will be null and void immediately upon the effective date of the Agreement. Other local agreements will continue in effect, unless and until either Party gives forty-five (45) days written notice of their termination. During that forty-five (45) day period, either Party may initiate negotiations. If no agreement is reached during that forty-five (45) day period, the local agreement will no longer be effective and binding upon either the Company or the Union.

**(14) NEW CASTLE, PENNSYLVANIA ACS AGREEMENT**

This will confirm our agreement reached during the recent negotiations concerning a second Telecommunications Relay Service center represented by the IBEW Local 1944.

The company agrees to the following:

1. Any employee in the Communications Assistant or Communications Assistant – Relay Representative title in the Wayne TRS Center who transfers to the new office will remain at the wage schedule for that title as long as the incumbent remains in the title of Communication Assistant or Communications Assistant – Relay Representative represented by the IBEW Local 1944.
2. Any employee currently in the title of Operator, Service Assistant, or Senior Reports Clerk –OS represented by IBEW Local 1944 who is qualified and is selected to transfer into the new TRS center, will be moved into the title of Communications Assistant, and through the life of this Agreement, will be evergreened at the wage schedule for the title as long as the incumbent remains in the title of Communications Assistant represented by the IBEW Local 1944. If any former operator, not formerly in Local 1944, who was qualified transferred into the TRS Center and was evergreened, will continue to be evergreened at the wage schedule for the title as long as the incumbent remains in the title of Communications Assistant represented by the IBEW Local 1944.
3. For force adjustment purposes, the Telecommunications Relay Associate will be pooled with the existing CA and CA-RR titles.
4. The new titled employees, Telecommunications Relay Associates, represented by IBEW Local 1944 who are required to remain at work during a weather emergency declared by the Center Manager or his/her designee shall receive additional compensation of one-half the employee's adjusted rate for each hour they continue to work while the emergency weather declaration is in effect for the affected location.
5. A Local "Tardy Flex Plan" will be implemented allowing employees in the new center to flex up to thirty (30) minutes, twelve (12) times a year, not more than twice a month.
6. AT&T and IBEW agree to encourage Local Union officers and AT&T managers to work together to identify and develop new approaches to managing the success of providing Telecommunications Relay Services.
7. If the number of divided tours becomes unacceptable to the work force and the Union, the Company will negotiate an acceptable percentage of divided tours in the center commensurate with center limitations and efficient forcing.
8. As a trial of the divided tour, the Company will agree to the start time being no earlier than 8:00 am. If this is hampers efficient forcing, the Company will notify the union in writing of the need for change thirty (30) days in advance of implementing an earlier start.

**(15) NEW CASTLE, PENNSYLVANIA (WAYNE REHIRS)**

New Castle TRS Center employees in the Communications Assistant or Communications Assistant-Relay Representative title, who were formerly employed in the Wayne TRS Center and were rehired into the New Castle TRS Center, will remain at the wage schedule for that title as

long as the incumbent remains in New Castle in the title of Communications Assistant or Communications Assistant–Relay Representative represented by the IBEW Local 1944.

**(16) RELAY SIXTH DAY AGREEMENT**

This will confirm our understanding that the company will normally not schedule employees to work a six-day week beyond six consecutive weeks unless emergency business conditions warrant.

**(17) ARTICLE CS5 – LOCAL 134**

Letter of Agreement

In regard to Article CS5 included in the T Appendix of the Agreement, the IBEW and AT&T agree that the staffing of the Foreman position will be suspended until such time as there are a total of 10 Customer Engineer III Journeyman and/or Customer Engineer II apprentices, or any combination of Journeyman/Apprentices employed by AT&T, covered under the provisions of Article CS5, and working within the boundaries of Cook County, Illinois. The General Foreman position will be suspended until such time as there are a total of 25 Customer Engineer III Journeyman and/or Customer Engineer II Apprentices, or any combination of Journeyman/Apprentices employed by AT&T, covered under the provisions of Article CS5, and working within the boundaries of Cook County, Illinois. AT&T and IBEW agree that if the position of General Foreman becomes necessary, AT&T may appoint either an employee who is or will be a “B” level or some other person to serve as General Foreman as long as the individual is in good standing with Local Union 134, IBEW.

The current Customer Engineer III Journeyman covered under Article CS5 will maintain the Working Foreman title with the appropriate wages and pension band until the expiration of the 2013 collective bargaining agreement, or until there is sufficient number of Customer Engineer III Journeyman and/or Customer Engineer II Apprentices or any other combination of Journeyman/ Apprentices to warrant staffing the Foreman position.

Until it is necessary to fill the position of Foreman the grievance process will be a two step process with the filing of the grievance with the District Manager. When it becomes necessary to fill the Foreman and/or the General Foreman positions, the grievance process and the role of the Foreman/General Foreman in the process will be as follows:

- a) First Step – The grievant, steward and Foreman and/or General Foreman.
- b) Second Step – The Chief Steward and the District Manager, or his/her designee.
- c) Third Step - The Business Manager or his designee and the AT&T Labor Relations representative representing the Director of Labor Relations.

The responsibility of the Foreman and/or the General Foreman will be those responsibilities as set forth in Article CS5 of the Agreement.

**NATIONAL LETTERS**

**(A) FUNDING OF THE ALLIANCE**

AT&T, and International Brotherhood of Electrical Workers agree to continue the Alliance for Employee Growth & Development (The Alliance).

Alliance Funding:

- (a) For the duration of the 2013 Agreement the annual funding will be \$200,000 for a total of \$800,000 for the life of the Agreement.
- (b) All such annual funding for the Alliance shall be made from the unrestricted Alliance reserve.
- (c) After 2013 bargaining, the Company will meet with the Union to explore opportunities to effectively utilize the unrestricted Alliance reserve in support of the Union's members.
- (d) Should the unrestricted Alliance reserve be reduced to \$500,000 during the life of the Agreement, the Company agrees to meet with the Union to discuss additional Alliance funding.

**(B) FUNDS FOR THE ALLIANCE DISTRIBUTION PROGRAM (FAD) ADMINISTRATION**

June 23, 2013

Mr. Paul T. Wright, Chairman, System Council T-3, IBEW

Mr. Wright:

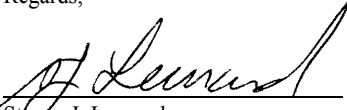
Re: **Funds for the Alliance Distribution Program (FAD) Administration**

This will confirm our understanding that the disbursement of FAD funds will be subject to the following:

Of the \$2,500 available for each eligible employee, a maximum of \$1,000 may be used for equipment, tools, and supplies required for training upon proof of enrollment in a program in a regionally accredited institution.

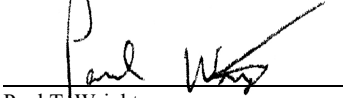
The disbursement of FAD funds shall be made from the unrestricted Alliance reserve.

Regards,



Steven J. Leonard  
Director, Labor Relations

Concurred:



Paul T. Wright  
Chairman, System Council T-3, IBEW

### **(C) FORCE ADJUSTMENT PROCEDURES**

The Company may retain three percent (3%) of the employees in the title of Customer Engineer and the pooled titles of Customer Systems Engineer, Systems Technician, CSSO Technician (or equivalent journeyman titles set forth in Article CS5 of the T Appendix), in the identified RCA's where a surplus has been declared despite lesser seniority when such employees possess special skills, training, or expertise essential to the Company or necessary to protect customer service. No employee, however, may be exempted from layoff more than twice during the term of this Agreement. If the calculation of the percent of protection results in a number other than a whole number, the next higher whole number shall be used.

An involuntary termination payment as specified in Article 30 plus compensation for any vacation to which the employee is entitled may be offered by the Company as an inducement to terminate an employee's service in case there is a definite program or need for a reduction in force.

### **(D) TERM EMPLOYEES**

June 23, 2013

Mr. Paul T. Wright, Chairman, System Council T-3, IBEW


Mr. Wright:

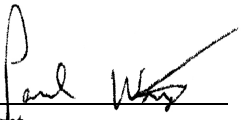
#### **Re: Term Employees**

The Parties agree that term employees will be used solely for assignments or special projects that are not expected to exceed three (3) years. If, at any point during that assignment it is deemed to be work that is ongoing in nature, the job will be filled through normal staffing procedures as a

regular full-time position. In no case will a term employee who has been work completed be replaced by another term employee to do essentially the same work.

Regards,

  
\_\_\_\_\_  
Steven J. Leonard  
Director, Labor Relations

Concurred:   
\_\_\_\_\_  
Paul T. Wright  
Chairman, System Council T-3, IBEW

**(E) AGENCY TEMPORARIES**

For the duration of the Agreement, Agency Temporaries who hold a position normally filled by a bargaining unit employee will be removed from the roll at the end of three months unless there is agreement otherwise between the Union and the Company.

**(F) EMPLOYMENT SECURITY – IBEW**

The Company and the Union agree to the following for the duration of the Agreement:

1. In the Business Unit of Business Enterprise Network Operations the Company agrees to the following:

When a VTP is offered, the Company will not add a contractor in the same geographical area to perform essentially the same functions performed by the individual for a minimum of 4 months except in the case of a natural disaster. The same would apply when a VSPP, as defined in Article 30 is offered.

2. In the Business Units of Business Enterprise Worldwide Customer Service, and Business Enterprise Sales and Support the Company agrees that when a VTP is offered, the Company will not add a contractor to perform functions previously performed by the individual for a minimum of 6 months. The same would apply when a VSPP, as defined in Article 30 is offered.
3. When an employee is job claimed through the force adjustment process the Company will assess the ability to absorb the additional headcount. If the Company is unable to absorb the headcount, a VTP will be offered in an attempt to offset the claimed position.

**(G) PENSION ASSET TRANSFER**

1. Effective with the date of the Agreement and thereafter until the end of the term of this Agreement, the Company may transfer, from time to time, excess pension assets from the AT&T Pension Benefit Plan – AT&T Legacy Bargained Program (“Plan”), to the extent allowed under applicable provisions of the Internal Revenue Code (Code), to a separate account which has been established as part of the Plan or to such other funding vehicle permitted by applicable law. The excess pension assets that are transferred are to be used only to pay qualified current or, to the extent permissible under the Code, future retiree health liabilities (as defined in Section 420 of the Code) for eligible retired occupational employees (and their spouses and eligible dependents).
2. All transferred amounts will be used to pay retiree health liabilities on behalf of retired occupational employees (and their spouses and eligible dependents) who retired under the Plan.

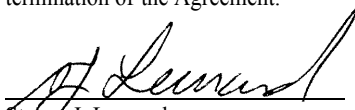
The provisions of this Section of the Agreement shall be applied and interpreted consistent with the provisions of Code Section 420 (or any successor provision) and regulations there under and the amount and transfer of excess pension assets to the separate account and payments there from shall be subject to and in accordance with any other applicable provisions and requirements (e.g., pension vesting, maintenance of health plan costs, etc.) of the Internal Revenue Code and the Employee Retirement Income Security Act of 1974, as amended (“ERISA”) and regulations there under.

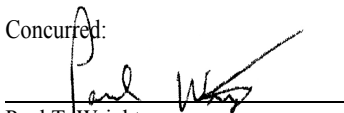
**(H) SUBCONTRACTING – IBEW OPERATIONS (1998 Letter)**

June 23, 2013

Mr. Paul T. Wright – Chairman, System Council T-3

The attached Barry letter dated May 27, 1989, concerning subcontracting was a National item that was agreed to in 1989 and continued in each bargaining session thereafter for certain bargaining units, will continue in effect in accordance with its original terms until the termination of the Agreement.

  
\_\_\_\_\_  
Steven J. Leonard  
Director Labor Relations

Concurred:  
  
\_\_\_\_\_  
Paul T. Wright  
Chairman, System T-3, IBEW  
Attachment



May 27, 1989

Mr. John Barry  
International Brotherhood of Electrical Workers  
1125 15<sup>th</sup> Street, NW  
Washington, DC 20005

Dear Mr. Barry:

I am writing to respond to the expressions of concern raised at the Operations bargaining table regarding the Company's contracting out of work which have focused on situations in which a layoff is pending or has occurred (and ex-bargaining unit members retain recall rights) within the same force adjustment area where the work is to be contracted, and in job titles whose occupants would traditionally have performed such work.

I do not believe that IBEW and AT&T have diverse views on this subject.

As to such work normally performed by our employees, we have always preferred not to contract such work out if it would otherwise be performed by bargaining unit employees in job titles in a geographical commuting area (1) where layoffs of such employees are pending; or (2) where a layoff has already occurred and such laid off bargaining unit members retain recall rights and are available to perform such work.

In the future, the Company will not contract out such work, under the conditions outlined above, except when it has no other reasonable alternative. Under such circumstances, the Company will discuss its decision with the Union.

Very truly yours,

Raymond E. Williams

**(I) AT&T AND IBEW LEARNING AT&T AND IBEW'S COMMITMENT TO EMPLOYEES, THEIR FAMILIES AND COMMUNITIES**

AT&T and IBEW would like to reaffirm their assertion that continuous investment in employees is an essential strategy towards maintaining competitiveness in a global environment.

AT&T and IBEW Learning - Commitment to Each Employee

- a) Regular full-time (not temps or occasionals) employees will be provided the opportunity for a minimum of forty (40) hours of education and training that is skill based or job related during each calendar year. Examples of applicable education and training include, but are not limited to the following: corporate training, Alliance telecommunications training package, Business Operating Unit/Division training, personal development, on-the-job and/or career-related training. The forty (40) hour minimum will be prorated for part-time employees, mid-year hires, and employees who work less than a full year.
- b) The Company will grant up to eight (8) hours of paid time-off per month, not to exceed a maximum of (52) hours for up to one (1) continuous year, to regular full-time (not part-time, temps or occasionals) employees who actively perform certified volunteer work as a literacy or bilingual training volunteer. Documentation from the preceding month will qualify the employee for the maximum of eight (8) hours of paid time-off during the following month. The scheduling of time-off for literacy/bilingual volunteers will be subject to the needs of the business.

It is understood that the provisions of AT&T and IBEW Learning and its administration will not be grievable or arbitrable.

**(J) DEFINITIONS – AT&T NATIONAL**

**Tours**

- (1) Tour: A tour is a period of work time, whether scheduled or not, which begins and ends at a specified time, exclusive of any unpaid meal period and overtime. The starting time of a tour determines the calendar day on which the tour occurs.
- (2) Scheduled Daily Tour: The hours of work scheduled for an individual employee for a particular day, exclusive of any unpaid meal period and overtime.
- (3) Normal Tour: A normal tour is the number of hours of work (exclusive of a meal period) which constitutes a full day's work for a full-time employee.
- (4) Night Tour: When not specified otherwise in the title specific articles, a night tour is a scheduled daily tour which falls wholly or partially within the time frame of after 7:00 P.M. or before 7:00 A.M.

- (5) Day Tour: When not specified otherwise in the title specific articles, a day tour is a scheduled daily tour which falls wholly within the time frame of 7:00 A.M. and ends at or before 7:00 P.M.
- (6) Tours -- Communications Technician - Toll: The following tour definitions shall apply to all Communications Technicians - Toll.
  - (i) Day Tour: A Day Tour is a tour starting at or after 6:00 A.M. and before 12:00 Noon.
  - (ii) Evening Tour: An Evening Tour is a tour starting at or after 12:00 noon and not later than 7:00 P.M.
  - (iii) Night Tour: A Night Tour is a tour starting at or after 7:00 P.M. and before 6:00 A.M.
- (7) For employees covered by Article NSL1 a day tour is a scheduled daily tour which falls wholly within the time frame of 6:00 A.M. and ends at or before 6:00 P.M. A night tour is a scheduled daily tour which falls wholly or partially within the time frame of after 6:00 P.M. or before 6:00 A.M.

For all other employees, tours are defined in title specific articles.

### **Temporary Employee**

A temporary employee is one who is engaged for a specific project or a limited period with a definite understanding that employment may terminate on or before completion of the project or at the end of the period. Temporary employment is expected to continue for not more than twelve (12) months. A temporary employee may be either full-time or part-time. In the event that a special project, for which the Company engaged a temporary employee(s), requires more than twelve (12) months to complete, the Company, following discussion with the Union, may reclassify a temporary employee(s) as a term employee for the duration of the specific project.

**Term Employee**

A term employee is a regular employee who is engaged for a specific project or for a limited period of not less than one (1) year nor more than three (3) years with a definite understanding that employment may terminate on or before completion of the project or at the end of the period. Term employees shall be treated the same as regular employees, except that they are also not eligible for Tuition Assistance, Military Leaves of Absence, Reassignment Pay Protection Plan, Termination Payments or any other provisions of Article 30.

**(K) ELECTRONIC MONITORING**

Sampling of service, used in the spirit of trust and respect, is a valuable tool to enhance customer service. To assure courteous treatment, accurate information and superior service, customer calls may be monitored to assist in the training and development of employees, identification of customer needs and product evaluation. Such call sampling includes individual monitoring and process monitoring (i.e. monitoring not performed on a specific individual.)

Sampling will be conducted by trained observers. When individual monitoring is done, employees will be given prior notification the day sampling is to take place and each will have the option of remote or side-by-side monitoring. All remote monitoring will be taken from within the work area of the employee being monitored. Feedback of all calls sampled will be provided to the employee by the end of the day of the completed contact (defined as the day the employee being sampled has initiated and/or provided the service requested by the customer). The employee will be notified of exceptional service or gross customer abuse immediately. This policy shall also apply to group sampling. Process monitoring (i.e. monitoring not performed on a specific individual) may be conducted without employee notification.

No employee shall be disciplined as a result of individual or process monitoring except for gross customer abuse, fraud, violation of privacy of communications, or when developmental efforts have not been successful. The Union may appeal such action pursuant to the provisions of Article 12 (Grievance Procedure) and (Arbitration).

It is agreed that all past practices and local letters of agreement which restrict the practice of service observing and monitoring are eliminated. The Company will continue to comply with any applicable laws regarding service monitoring or observation.

**(L) TRANSFERS, TRAVEL ALLOWANCES AND MOVING EXPENSES**

**MEMORANDUM OF AGREEMENT  
BETWEEN  
AT&T NATIONAL  
("The Company")  
AND  
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS  
SYSTEM COUNCIL T-3  
("Union")  
TRANSFERS, TRAVEL ALLOWANCES AND MOVING EXPENSES**

This Memorandum of Agreement covers understandings reached by the Company and the Union regarding employees that are permanently transferred or reassigned from one Report Location to another at the company's direction.

1. The Company shall designate a physical reference point for each employee. A Physical Reference Point (PRP) is a location designated as the permanent reporting location for an employee or employees. However, the Company may permanently transfer, assign or reassign employees from one job title to another, from one job assignment to another within the same job title, and/or from one physical reference point to another in accordance with this Memorandum.
2. When the Company finds it necessary or appropriate to permanently transfer, assign or reassign employees from one report location to another, the procedures described below will be applied.
  - a) Employees shall be offered vacancies on a voluntary basis. Positions will be filled by volunteers who have the necessary skills to fill the vacant positions in order of seniority.
  - b) In the event the vacancies are not completely filled or in the event that the Company finds that an insufficient number of qualified volunteers, employees shall be assigned to fill the vacancies in inverse order of seniority.
  - c) Any employee who declines an involuntary transfer, assignment or reassignment from one report location to another, that would have required the employee to relocate his/her residence shall be paid a termination payment pursuant to Article 30 (Termination Payments).
  - d) An employee who declines an involuntary reassignment that would not require the employee to relocate his/her residence shall be considered to have resigned and will not be eligible to a termination payment pursuant to Article 30 (Termination Payments).
3. An employee, who at the direction of the Company, is permanently transferred, assigned or reassigned to a report location more than 50 miles from the employee's old report location shall receive, per household, a single lump sum payment for relocation expenses. This payment shall be \$16,000 (sixteen thousand dollars) for an employee owning his/her

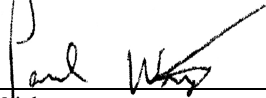
principal residence or paying a mortgage on his/her principal residence or Eight Thousand Dollars (\$8,000) for an employee renting his/her principal residence, shall be paid upon acceptance of the transfer by the employee. In addition, the following terms will also apply:

- a) The lump sum payment will be subject to withholding of appropriate taxes.
- b) Change of residence documentation will be provided to management within forty-five (45) days of the change of residence.
- c) Change of residence must be completed within one (1) year of the date of transfer.

This Memorandum of Agreement will remain in effect through the term of the 2013 Collective Bargaining Agreement between the parties.


**AGREED:**

**FOR THE UNION:**

  
\_\_\_\_\_  
Paul T. Wright  
Chairman, System Council T-3  
International Brotherhood of Electrical Workers

June 23, 2013  
Date

**FOR THE COMPANY:**

  
\_\_\_\_\_  
Randall S. White  
Vice-President - Labor Relations

June 23, 2013  
Date

**(M) UNION REPRESENTATIVE ON LEAVE OF ABSENCE FOR UNION BUSINESS**

**MEMORANDUM OF AGREEMENT  
BETWEEN  
AT&T NATIONAL  
("The Company")  
AND  
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS  
SYSTEM COUNCIL T-3  
("Union")**

**UNION REPRESENTATIVE ON LEAVE OF ABSENCE FOR UNION BUSINESS**

This Memorandum of Agreement covers understandings reached by the Company and the Union in the matter of employee Union representatives on leave of absence for Union business. The following conditions apply:

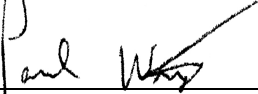
1. Requests for leaves of absence without pay while on business pertaining to the Union shall be made to the Company by the Business Manager of the Union on the employee's behalf.
2. The requests for such leaves shall be in writing.
3. The leave of absence without pay granted by the Company for Union business shall be for an initial period of not less than (30) calendar days and not to exceed one (1) year.
4. Additional leaves of absence for initial periods of thirty (30) days and not to exceed one (1) year, shall be granted, all of which shall be with service credit.
5. For such leaves of absence, an employee shall:
  - a. receive full service credit for all purposes except wage progression;
  - b. be eligible for death benefits;
  - c. receive benefits under the same terms as active employees for the AT&T Medical Expense Plan for Occupational Employees, AT&T Dental Plan (management provisions), AT&T Vision Care Plan (management provisions), and Group Life Insurance.
6. Meetings with Management during a period of leave of absence shall not be considered as breaking a continuous period of leave of absence and shall be included in the period of such leave.

7. Upon application for reinstatement at or prior to expiration of leave of absence, employee(s) shall be returned to a job of like status and pay and when possible, within the same geographical area.

This Memorandum of Agreement will remain in effect during the term of the 2013 Collective Bargaining Agreement between the parties.

**AGREED:**

**FOR THE UNION:**



\_\_\_\_\_  
Paul T. Wright  
Chairman, System Council T-3  
International Brotherhood of Electrical Workers

June 23, 2013  
Date

**FOR THE COMPANY:**



\_\_\_\_\_  
Randall S. White  
Vice-President - Labor Relations

June 23, 2013  
Date



**(N) DEATH IN THE FAMILY (IN LIEU OF DEATH IN THE FAMILY IN ARTICLE 20)**

Employees may be excused with pay from scheduled work time in the event of a death in their immediate family. Such time shall be granted for the purpose of attending the funeral, traveling to and from the funeral, and/or coordinating funeral arrangements. Such time shall not normally exceed four (4) calendar days. Immediate family means parents, grandparents, spouse, children, grandchildren, spouse's grandparents, brothers or sisters, spouse's parents, sister-in-law, brother-in-law, or any relative or Legally Recognized Partner residing in the same household of the employee.

**(O) COMMON INTEREST COMMITTEE**

Mr. Paul T. Wright, Chairman, System Council T-3, IBEW

RE: Common Interest Committee

Mr. Wright:

Recognizing that rapid changes are occurring and will continue to occur in the information and telecommunications industries, the Parties express their intent to meet periodically to establish a business alliance by providing a forum for early communication and discussion between the Parties on business developments of mutual interest and concern to the Parties and their constituents.

The committee will seek to improve understanding of and relationships between the Parties and thereby avoid unnecessary disputes by cooperatively addressing significant changes and developments in both the Union and Company environments.

The committee will include a representative of Labor Relations, the Chairman of System Council T-3 or his/her designee, and the IBEW Telecommunications Director. These core members will mutually establish topics of discussion for each meeting and determine appropriate attendees.

Regards,



Steven J. Leonard  
Director, Labor Relations

**(P) ARCHIVE OF ARTICLES OS1-OS5**

The Company and Union agree to Archive Articles OS1-OS5.

In the event the Company, during the term of this Agreement, re-introduces the titles to which the language applied, the language of the appropriate archived Article(s) will apply.

## ATTACHMENT 1 - RECOGNITION

### RECOGNITION

**THE GEOGRAPHIC AREAS IN WHICH LOCAL UNIONS REPRESENT EMPLOYEES IN THE BARGAINING UNIT IN THE TITLES SHOWN AND CONTAINED IN APPENDIX 4 ARE SET FORTH BELOW:\***

**1. Local Union 21 – Entire State of Illinois (excluding the jurisdiction of IBEW Local 134) and Indiana Counties of Lake, Porter and Marion**

Account Support Representative  
Administrative Clerk - Data  
Administrative Clerk\*  
Air Conditioning & Refrigeration Mechanic  
Communications Associate  
Composite Master Tradesworker  
Customer Engineer  
Customer Engineer I\*  
Customer Representative  
Customer Service Representative - Data\*  
Customer Software Administrator  
Customer Systems Engineer  
Data Inventory Specialist  
Data Service Coordinator\*  
Data Software Administrator  
Delivery Driver  
Dispatch Clerk - Data\*  
Distribution Technician  
Distribution Technician  
Electrician  
Five Tier Senior Clerk  
Five Tier Senior Secretary  
General Clerk - Data  
Heavy Supplies Delivery Driver  
Light Supplies Delivery Driver  
Manager's Clerk  
Marketing Clerk  
Marketing Support Specialist  
Office Clerical Assistant\*  
Project Coordinator  
Receiver  
Records Clerk\*  
Repair Clerk

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\* Those titles which are marked with an asterisk (\*) are titles common to employees represented by different Unions.

Reports Clerk\*  
Results and Accounting Analyst - Data  
Senior Clerk  
Senior Marketing Clerk  
Senior Technician  
Service Coordinator  
Service Order Clerk  
Software Associate  
Store Clerk  
Supplies Attendant  
Supplies Attendant - Data  
Systems Technician  
Truck Dispatcher

2. **Local Union 134 - Cook County, Illinois**

Account Support Representative  
Building Cable Technician - Apprentice  
Building Cable Technician - Journeyman  
Customer Engineer I - Apprentice  
Customer Engineer II - Apprentice  
Customer Engineer III - Journeyman  
Customer Systems Engineer - Journeyman  
Dedicated Customer Engineer - Journeyman  
Foreman  
General Foreman  
Senior Technician - Journeyman  
Systems Engineer - Journeyman  
Systems Technician - Journeyman  
Technicians Assistant - Apprentice

3. **Local Union 827 - Entire State of New Jersey**

Customer Engineer  
Customer Engineer I  
Customer Services Support Organization (CSSO) Technician  
Customer Software Administrator  
Customer Systems Engineer  
Distribution Technician  
Senior Technician  
Service Center Clerk  
Service Center Clerk - Data  
Software Associate  
Supplies Coordinator  
Systems Technician

**4. Local Union 1269 - States of California, Nevada, Oregon, Washington**

Communications Technician – Toll

**5. Local Union 1944 - State of Pennsylvania**

Communications Assistant  
Communications Assistant - Relay Representative  
Information Services Agent  
Information Services Clerk  
Operator\*  
Records Clerk\*  
Reports Clerk\*  
Senior Records Clerk – OS  
Senior Reports Clerk - OS  
Service Assistant\*  
Telecommunications Relay Associate  
Telecommunications Relay Clerk  
TRA Administrative Associate

**6. Local Union 2222 - Massachusetts - Boston and surrounding Metropolitan Area**

Clerical Assistant\*  
Customer Engineer  
Customer Engineer I  
Customer Software Administrator  
Customer Systems Engineer  
Distribution Technician  
General Clerk - Data  
Head Supplies Attendant  
Manager's Clerk  
Project Coordinator  
Records Clerk\*  
Reports Clerk\*  
Senior Technician  
Software Associate  
Supplies Attendant  
Systems Technician

**7. Local Union 2324 - Western Massachusetts and the rest of Connecticut**

Bi-Lingual Operator  
Clerical Assistant\*  
Communications Assistant  
Communications Associate\*  
Customer Engineer

Customer Engineer I  
Customer Representative  
Customer Services Support Organization (CSSO) Technician  
Customer Systems Engineer  
Distribution Technician  
General Clerk - Data  
Head Supplies Attendant  
Manager's Clerk  
Operator  
Project Coordinator  
Records Clerk\*  
Reports Clerk\*  
Senior Clerk  
Senior Technician  
Service Assistant  
Software Associate  
Store Clerk  
Supplies Attendant  
Systems Technician

**8. Local Union 2325 - Central Massachusetts**

Clerical Assistant  
Communications Associate\*  
Customer Engineer  
Customer Engineer I  
Customer Systems Engineer  
Data Service Coordinator  
Distribution Technician  
General Clerk - Data  
Head Supplies Attendant  
Manager's Clerk  
Project Coordinator  
Senior Technician  
Software Associate  
Store Clerk  
Supplies Attendant  
Systems Technician

NOTE: Those titles listed in Paragraphs 1 through 8 above are titles applicable to employees represented by another union within (or potentially within) the same geographic areas set forth for each of the Local Unions. The Union does not claim to represent employees in those titles who are represented by another union. Those titles which are marked with an asterisk (\*) are titles common to employees represented by different unions.

## ATTACHMENT 2 - SPECIAL CITY ALLOWANCE

An employee whose assigned reporting location on a particular day is within the area of one of the cities listed below, will be paid a Special City Allowance for each day the employee works after reporting at such assigned reporting locations. The amount of the allowance at each is shown below.

The Special City Allowance will enter into computation of overtime pay as part of the overtime adjustment formula required by law but will not be part of the standard rate or adjusted rate nor enter into the computation of any payments under the AT&T Pension Plan and the Company's Sickness and Accident Disability Benefit Plan or any other fringe benefits or differentials.

Not more than one full daily allowance will be paid to an employee on any one day regardless of the number of times the employee reports to a qualified location during that day.

(a)

<b>LOCALITY</b>	<b>DAILY ALLOWANCE</b>
Bayonne, NJ	\$1.40
Boston, MA	\$1.40
Chicago, IL	\$1.40
Jersey City, NJ	\$1.40
Newark, NJ	\$1.40

### **Bayonne, Jersey City or Newark, New Jersey**

An employee whose assigned reporting location on a particular day is within the Bayonne, Jersey City or Newark Exchange Area, will be paid a Special City Allowance.

### **Boston Massachusetts**

The following designated boundaries qualify, subject to the above provision, for the Special City Allowance:

- Central Boston Exchange
- South Boston Exchange
- Dorchester Exchange
- Roxbury Exchange

**Chicago, Illinois**

An employee whose assigned reporting location on a particular day is within the city limits of Chicago or the following exchanges will be paid a Special City Allowance:

Arlington Heights	Evanston
Bellwood	Forest (Forest Park-River Forest)
Berwyn	Franklin Park
Blue Island	Harvey
Brookfield	Homewood
Calumet City	La Grange
Chicago Heights	Lansing
Cicero	Lisle
Maywood	Skokie (Morton Grove)
Naperville	Summit
Oak Lawn (Hickory Hills)	Thornton
Oak Park	Tinley Park
Riverdale	West Chicago
River Grove	Willow Springs
Rolling Meadows	

**(b) Operator Services - \$1.40 per day**

99 Bedford St.,	Boston
185 Franklin St.,	Boston
1835 Arch St.,	Philadelphia
1631 Arch St.,	Philadelphia
635 Grant St.,	Pittsburgh

**(c)**

<u>LOCALITY</u>	<u>DAILY ALLOWANCE</u>
San Francisco, CA	\$1.40
Oakland, CA	\$1.40
Los Angeles, CA	\$1.40
Seattle, WA	\$1.40
Portland, OR	\$1.40
Tacoma, WA	\$1.40

1. Assigned reporting locations within the following designated boundaries qualify, subject to the above provisions, for the Special City Allowance:

- (i) San Francisco, CA  
Beginning at the point where Lyon Street meets San Francisco Bay at the Presidio, then south on Lyon Street to Pacific Avenue, then west on



Pacific Avenue to Arguello Blvd., then south on Arguello Blvd. to Fulton Street, then east on Fulton Street to Stanyan Street, then south on Stanyan Street to Fell Street, then east on Fell Street to Route 101, then south on Route 101 to Market Street, then southwest on Market Street to Guerrero Street, then south on Guerrero Street to San Jose Avenue, then southwest on San Jose Avenue and Mission Street to Route 280, then east on Route 280 to Route 101, then south on Route 101 to San Francisco City Limits, then east on San Francisco City limits to San Francisco Bay, then north and west along the shore of the San Francisco Bay to the beginning point.

(ii) Oakland, CA

Beginning at the intersection of Route 880 and Oak Street, then northwest on Route 880 to Grove Street, then northeast on Grove Street to 27th Street, then southeast on 27th Street, Bay Place and Grand Avenue to El Embarcadero, then south on El Embarcadero to Lake Shore Avenue, then southwest on Lake Shore Avenue to 1st Avenue, then west on 1st Avenue to 12th Street, then northwest on 12th Street to Oak Street, then southwest on Oak Street to Route 880 and point of beginning.

(iii) Los Angeles, CA

(A) Northern Boundary

Beginning at the intersection of Fairfax Avenue and Hollywood Blvd. go east on Hollywood Blvd. to Highland Avenue, then north on Highland Avenue to Hollywood Freeway, then southeast to Sunset Blvd., then east and southeast on Sunset Blvd. to Elysian Park Avenue, then east on Elysian Park Avenue to Dodger Stadium, then clockwise around the northern half of Dodger Stadium to Pasadena Freeway, then northeast on Pasadena Freeway to York Blvd.

(B) Eastern Boundary

Beginning at the intersection of Pasadena Freeway and York Blvd. go south and east along the Los Angeles City Limits to Huntington Drive, then southwest on Huntington Drive to Winchester Avenue, then south on Winchester Avenue to the Long Beach Freeway, then south on the Long Beach Freeway to Imperial Highway.

(C) Southern Boundary

Beginning at the intersection of Long Beach Freeway and Imperial Highway go west on Imperial Highway to the Harbor Freeway, then north on the Harbor Freeway to Manchester Avenue, then west on Manchester Avenue to Western Avenue.

(D) Western Boundary

Beginning at the intersection of Western Avenue go north on Western Avenue to the Santa Monica Freeway, then west on the Santa Monica Freeway to Fairfax Avenue, then north on Fairfax Avenue to Hollywood Blvd.

(iv) Seattle, WA

Beginning at the intersection of Alaskan Way and Broad Street, then northeast on Broad Street to Denny Way, then east on Denny Way to interstate 5 freeway, then south on Interstate 5 freeway to S. Jackson Street, then west on S. Jackson Street to Alaskan Way S., then north on Alaskan Way S. until it becomes Alaskan Way, then northwest on Alaskan Way to the point of beginning.

(v) Portland, OR

Beginning at the intersection of S.W. 10th Avenue and W. Burnside Street, then east on W. Burnside Street to the west shoreline of the Wilamette River, then south on the west shoreline of the Wilamette River to Interstate 5 freeway, then southwest on Interstate 5 freeway to Interstate 405 freeway, then northwest on Interstate 405 freeway to S.W. Broadway, then northwest on S.W. Broadway to S.W. Market Street, then northwest on S.W. Market Street to S.W. 10th Avenue, then northeast on S.W. 10th Avenue to the point of beginning.

(vi) Tacoma, WA

Beginning at the intersection of Tacoma Avenue S. and Division Avenue, then northeast on Division Avenue to Stadium Way, then southeast on Stadium Way to Interstate 705 freeway, then southeast on Interstate 705 freeway to S. 15th Street, then southwest on S. 15th Street to Tacoma Avenue S., then northwest on Tacoma Avenue S. to the point of beginning.

ATTACHMENT 3 – WAGES SCHEDULES

INDEX

Titles ..... Section 1  
Localities ..... Section 2  
Wage Schedule Tables ..... Section 3

**Instructions:**

1. In Section 1 locate the **TITLE** and find the associated **WAGE TABLE** number.
2. In Section 2 locate the work **LOCALITY** and find the associated **WAGE AREA**.
3. In Section 3 locate the **WAGE TABLE** as determined in Section 1. Within that **WAGE TABLE** locate the **WAGE AREA** as determined in Section 2. The appropriate schedule is located under the **WAGE AREA**\*.

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\* Not all "Wage Areas" are authorized in each "Wage Table".

**TITLES**

<b>Title</b>	<b>Job Title Code</b>	<b>Wage Level</b>	<b>Wage Table</b>	<b>Article</b>	<b>eLink Job Code</b>	<b>eLink Pay Scale Area</b>
Accessible Communications Associate	0015	ACA	40	TRA1	19000015	P6
ACS Administrative Associate	0016	ACSADM	41	TRA1	19000016	P8
Administrative Clerk (IL Only)	6004	SS-2	33	CS1	19000001	QF
Administrative Clerk - Data	2922	TG-5	17	CS1	19000088	N3
Air Conditioning and Refrigeration Mechanic	6879	TD2	30	NSL1	19006879	NQ
Building Cable Technician - Apprentice (Local 134)	1101	APP	31	CS5	19001101	NR
Building Cable Technician - Journeyman (Local 134)	1102	TECH	31	CS5	19001102	NR
Clerical Assistant	0626	SS-2	3	CS1	19000086	LI
Clerical Typist – Data	0631	B	6	CS1	19000631	LT
Communications Assistant (CT, ME) (MA Only) (New Castle & Scranton PA Only)	5022	OPER	18	R1/ TRA1	19000097 19000013 19000014	N4 N5 N6
Communications Assistant - Relay Representative	9985	CA-RR	39	R1/ TRA1	19009985	P5
Communications Technician - Toll	4527	TECH	20	CTT1	19004527	N9
Composite Master Trades Worker	9981	TD1	29	NSL1	19009981	NP
Computer Equipment Operator - Data	2290	C	7	CS1	19002290	LV
Coordinator Assignment - Data	5209	D	8	CS1	19005209	LW
Coordinator Assignment - Data 6 (CT, IL, MA, ME, NJ) (New Castle & Scranton PA Only)	9862	TG-6	38	CS1	19009862 19000039	P3 P4
Customer Engineer (Band 1) (Band 1 Used for Wage Clarification Purposes Only)	9864	TECH	14	CS1	19009864	N0
Customer Engineer (Band 2) (Band 2 Used for Wage Clarification Purposes Only)	9865	SVT	13	CS1	19009865	LZ
Customer Engineer I	9866	TA	12	CS1	19000101	LY
Customer Engineer II - Apprentice (Local 134)	9870	APP	31	CS5	19009870	NR
Customer Engineer III - Journeyman (Local 134)	9871	TECH	31	CS5	19009871	NR
Customer Service Representative - Data	3346	C	7	CS1	19000095	LV
Customer Service Representative - Data 5	9859	TG-5	17	CS1	19009859	N3
Customer Systems Engineer – Journeyman (Local 134)	9917	TECH	31	CS5	19009917	NR

Title	Job Title Code	Wage Level	Wage Table	Article	eLink Job Code	eLink Pay Scale Area
Data Inventory Specialist (IL Only)	9943	S-2	4	CS1	19009943	LK
Data Service Coordinator	5804	C	7	CS1	19000098	LV
Data Service Coordinator 5	9860	TG-5	17	CS1	19009860	N3
Data Software Administrator	5805	D	8	CS1	19005805	LW
Dedicated Customer Engineer – Journeyman (Local 134)	9918	TECH	31	CS5	19009918	NR
Delivery Driver	0953	DELDVR	21	CS1	19000953	NA
Dispatch Clerk – Data	1685	B	6	CS1	19001685	LT
Electrician	6815	TD2	30	NSL1	19006815	NQ
Five Tier Senior Clerk	9962	Tier 2	42	NSL1	19009962	P9
Five Tier Senior Secretary	9963	Tier 3	43	NSL1	19009963	PB
General Clerk (CT, MA, ME) (NJ Only)	6016	E-3 SS-1	34 34	CS1	19006016 19000002	NU NV
General Clerk - Data	6017	B	6	CS1	19006017	LT
General Clerk - Data 4	9858	TG-4	16	CS1	19009858	N2
Head Supplies Attendant	1626	HSA	22	CS1	19001626	NB
Light Supplies Delivery Driver	2017	LSDD	23	CS1	19002017	NC
Marketing Clerk	6019	E-3	2	CS1	19006019	LG
Office Clerical Assistant	4526	E-1	1	CS1	19004526	LF
Order Clerk – Data	1691	C	7	CS1	19001691	LV
Receiver	7631	035	44	NSL1	19007631	PC
Records Clerk (CT, IL, MA, ME) (NJ Only)	2920	E-3 SS-1	36 36	CS1	19002920 19000083	NZ P0
Reports Clerk (IL Only)	2983	SS-1	37	CS1	19000089	P1
Results & Accounting Analyst - Data	2113	D	8	CS1	19002113	LW
Results & Accounting Analyst - Data 6 (CT, IL, MA, ME, NJ) (New Castle & Scranton PA Only)	9863	TG-6	38	CS1	19009863 19000003	P3 P4
Senior Clerk	6028	SS-2	3	CS1	19000099	LI
Senior Marketing Clerk	6029	SS-2	3	CS1	19006029	LI
Senior Technician - Journeyman (Local 134)	9834	SRTECH	32	CS5	19009834	NS
Service Center Clerk – Data	4609	SVCCC	5	CS1	19004609	LL
Shop Attendant	3365	SHOPAT	24	CS1	19003365	NF
Supplies Attendant	3560	SUPPAT	25	CS1	19003560	NJ
Supplies Attendant – Data	5204	C	7	CS1	19005204	LV
Supplies Coordinator	3532	SUPPC	26	CS1	19003532	NK
Supplies Expeditor	3533	SUPPE	27	CS1	19003533	NL
Supplies Expeditor – Data	5205	SED	9	CS1	19005205	LX

<b>Title</b>	<b>Job Title Code</b>	<b>Wage Level</b>	<b>Wage Table</b>	<b>Article</b>	<b>eLink Job Code</b>	<b>eLink Pay Scale Area</b>
Systems Engineer - Journeyman (Local 134)	9915	TECH	31	CS5	19009915	NR
Systems Technician - Journeyman (Local 134)	6033	TECH	31	CS5	19006033	NR
Technician Apprentice (Local 134)	0285	APP	31	CS5	19000285	NR
Telecommunications Relay Associate (All New Hires – See TRA7)	0033	ACA ACA-L	40	TRA1	19000033 19000017	P6 P7
Telecommunications Relay Clerk (CT, IL, MA, ME, NJ) (New Castle & Scranton PA Only)	0286	TG-6	38	TRA1	19000286 19000019	P3 P4
TRA Administrative Associate	0036	ACSADM	41	TRA1	19000036	P8
Truck Dispatcher	3868	TD	28	CS1	19003868	NM
Word Processing Specialist	6036	E-3	2	CS1	19000100	LG
Working Foreman	3673	FRMN	54	CS5	19003673	QH

**LOCALITIES AND WAGE AREAS**

<b><u>LOCALITY</u></b>	<b><u>WAGE AREA</u></b>
<b><u>CALIFORNIA</u></b>	
Anaheim	N1
Bakersfield	N1
Berkeley	N1
Chico	N1
Coalinga	N1
Concord	N1
Dunnigan	N1
Fresno	N1
Gardena	N1
Jackson	N1
Laguna Hills	N1
Los Angeles	N1
Malibu	N1
Marysville	N1
Mission Viejo	N1
Modesto	N1
Newhall	N1
Oakland	N1
Oxnard	N1
Pleasanton	N1
Redding	N1
Redwood City	N1
Sacramento	N1
Salinas	N1
San Bernardino	N1
San Diego	N1
San Francisco	N1
San Jose	N1
San Luis Obispo	N1
Santa Barbara	N1
Santa Maria	N1
Santa Rosa	N1
Sherman Oaks	N1
Stockton	N1
Sunnyvale	N1
Walnut Creek	N1
Weed	N1
Yermo	N1
Yuba City	N1

<b>LOCALITY</b>	<b>WAGE AREA</b>
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**CONNECTICUT**

Berlin	A1
E. Hartford	A1
Farmington	A1
Hartford	A1
Norwalk	A1
Stratford	A1
Wallingford	A1
West Haven	A1

**ILLINOIS**

Addison	J1
Alsip	J1
Alton	J1
Arlington Heights	J1
Aurora	J1
Bensenville	J1
Bloomington	J1
Bloomington	J1
Bridgeview	J1
Calumet City	J1
Champaign	J1
Chicago	J1
Collinsville	J1
Countryside	J1
Crestwood	J1
Crystal Lake	J1
Danville	J1
Decatur	J1
Downers Grove	J1
Elk Grove	J1
Geneva	J1
Glendale Heights	J1
Glenview	J1
Green Rock	J1
Gurnee	J1
Harvey	J1
Harwood Heights	J1
Hickory Hills	J1
Hillside	J1
Hoffman Estates	J1



<b>LOCALITY</b>	<b>WAGE AREA</b>
<b><u>ILLINOIS</u></b>	
Itasca	J1
Joliet	J1
Kankakee	J1
Lake Bluff	J1
Lincoln Wood	J1
Lisle	J1
Lombard	J1
Loves Park	J1
Matteson	J1
Melrose Park	J1
Moline	J1
Monticello	J1
Morton Grove	J1
Mt. Vernon	J1
Mundelein	J1
Naperville	J1
North Riverside	J1
Northbrook	J1
Oak Brook	J1
Oak Brook Terrace	J1
Oak Forest	J1
Orland Park	J1
Ottawa	J1
Peoria	J1
Peoria Heights	J1
Philo	J1
Quincy	J1
Rockford	J1
Rolling Meadows	J1
Schaumburg	J1
Shorewood	J1
Skokie	J1
Springfield	J1
Streator	J1
Urbana	J1
Vernon Hills	J1
West Chicago	J1
West Dundee	J1
Waukegan	J1
Wheeling	J1
Wood Dale	J1
Woodridge	J1

<b>LOCALITY</b>	<b>WAGE AREA</b>
<b><u>ILLINOIS</u></b>	
Woodriver	J1
Worth	J1
<b><u>MAINE</u></b>	
Augusta	A1
Bangor	A1
Lewiston	A1
Lisbon Center	A1
Portland	A1
South Portland	A1
Waterville	A1
<b><u>MASSACHUSETTS</u></b>	
Acton	A1
Andover	A1
Attleboro	A1
Bedford	A1
Boston	A1
Braintree	A1
Brighton	A1
Brockton	A1
Buzzards Bay	A1
Cambridge	A1
Danvers	A1
Dedham	A1
Fairhaven	A1
Fall River	A1
Framingham	A1
Hadley	A1
Hingham	A1
Holyoke	A1
Kingston	A1
Lakeville	A1
Lawrence	A1
Leominster	A1
Lowell	A1
Malden	A1
Mansfield	A1
Marlborough	A1
Medford	A1

<b>LOCALITY</b>	<b>WAGE AREA</b>
<b><u>MASSACHUSETTS</u></b>	
Methuen	A1
Middleboro	A1
Middleton	A1
Milford	A1
Millis	A1
New Bedford	A1
Norwood	A1
No. Andover	A1
Peabody	A1
Pittsfield	A1
Pocasset	A1
Quincy	A1
Salisbury	A1
Southborough	A1
South Boston	A1
Springfield	A1
Taunton	A1
Tewksbury	A1
Walpole	A1
Waltham	A1
Wareham	A1
Watertown	A1
Wayland	A1
Westborough	A1
Westwood	A1
Weymouth	A1
Woburn	A1
Worcester	A1
Yarmouthport	A1
<b><u>NEVADA</u></b>	
Carson City	N1
Las Vegas	N1
Reno	N1
<b><u>NEW JERSEY</u></b>	
Basking Ridge	D1
Bedminster	D1
Bellmawr	D1
Bound Brook	D1
Bridgewater	D1
Cedar Grove	D1

<b>LOCALITY</b>	<b>WAGE AREA</b>
<b><u>NEW JERSEY</u></b>	
Cedar Knolls	D1
Cherry Hill	D1
Cranford	D1
Dayton	D1
Denville	D1
East Brunswick	D1
East Newark	D1
Edgewater Park	D1
Edison	D1
Egg Harbor	D1
Englewood	D1
Englishtown	D1
Evesham Twp.	D1
Fairfield	D1
Farmingdale	D1
Flanders	D1
Florham Park	D1
Franklin Twp.	D1
Freehold	D1
Hackensack	D1
Hanover Twp.	D1
Harrison	D1
Hillsdale	D1
Holmdel	D1
Iselin	D1
Lawrenceville	D1
Marlton	D1
Middletown	D1
Monmouth Junction	D1
Morristown	D1
Neptune	D1
Newark	D1
New Providence	D1
Parsippany	D1
Piscataway	D1
Pleasantville	D1
Princeton	D1
Rahway	D1
Riverdale	D1
Roseland	D1
Scotch Plains	D1
Somerset	D1

<b>LOCALITY</b>	<b>WAGE AREA</b>
<b><u>NEW JERSEY</u></b>	
South Brunswick	D1
South Plainfield	D1
Springfield	D1
Teterboro	D1
Trenton	D1
Vineland	D1
Wall	D1
Warren	D1
Wayne	D1
West. Orange	D1
Whippany	D1
<b><u>OREGON</u></b>	
Bandon	M1
Beaverton	M1
Bend	M1
Central Point	M1
Coos Bay	M1
Corvallis	M1
Eugene	M1
Grants Pass	M1
Klamath Falls	M1
La Grande	M1
Maupin	M1
Medford	M1
Portland	M1
Roseburg	M1
Salem	M1
Tigard	M1
Wilsonville	M1
<b><u>PENNSYLVANIA</u></b>	
Allentown	S1
Altoona	S2
Ft. Washington	S1
Harrisburg	S1
Lancaster	S1
New Castle	S1
Philadelphia	S1
Pittsburgh	S1
Pottstown	S1
Scranton	S1

<b>LOCALITY</b>	<b>WAGE AREA</b>
<b><u>PENNSYLVANIA</u></b>	
Wayne	S1
Williamsport	S2
<b><u>WASHINGTON</u></b>	
Bellevue	M1
Bellingham	M1
Camas	M1
Clarkston	M1
Everett	M1
Goldendale	M1
Kalama	M1
Kennewick	M1
Kent	M1
Longview	M1
Moses Lake	M1
Mt. Vernon	M1
No. Bend	M1
Olympia	M1
Pasco	M1
Seattle	M1
Spokane	M1
Tacoma	M1
Walla Walla	M1
Yakima	M1

**WAGE TABLE 1**  
**Level E-1**

**Wage Area - J1**

<b>End Of Month</b>	<b>Effective <u>6/23/2013</u></b>	<b>Effective <u>6/22/2014</u></b>	<b>Effective <u>6/28/2015</u></b>	<b>Effective <u>6/26/2016</u></b>
0	\$269	\$269	\$269	\$269
6	\$312	\$313	\$314	\$315
12	\$362	\$364	\$366	\$369
18	\$419	\$423	\$427	\$432
24	\$486	\$492	\$499	\$506
30	\$563	\$572	\$582	\$593
36	\$653	\$665	\$679	\$695
42	\$757	\$774	\$793	\$814
48	\$878	\$900	\$925	\$953
<b>Pension Band</b>	<b>103</b>	<b>103</b>	<b>103</b>	<b>103</b>

**WAGE TABLE 2**  
**Level E-3**  
**Wage Area - A1**

<b>End Of Month</b>	<b>Effective <u>6/23/2013</u></b>	<b>Effective <u>6/22/2014</u></b>	<b>Effective <u>6/28/2015</u></b>	<b>Effective <u>6/26/2016</u></b>
0	\$282	\$282	\$282	\$282
6	\$331	\$332	\$333	\$334
12	\$387	\$390	\$392	\$395
18	\$454	\$458	\$463	\$468
24	\$532	\$539	\$546	\$554
30	\$624	\$634	\$644	\$657
36	\$731	\$745	\$760	\$777
42	\$857	\$876	\$897	\$921
48	\$1,005	\$1,030	\$1,058	\$1,090
<b>Pension Band</b>	<b>107</b>	<b>107</b>	<b>107</b>	<b>107</b>

## Wage Area - D1

<b>End Of Month</b>	<b>Effective <u>6/23/2013</u></b>	<b>Effective <u>6/22/2014</u></b>	<b>Effective <u>6/28/2015</u></b>	<b>Effective <u>6/26/2016</u></b>
0	\$287	\$287	\$287	\$287
6	\$335	\$336	\$337	\$338
12	\$390	\$393	\$396	\$399
18	\$455	\$460	\$464	\$470
24	\$531	\$538	\$545	\$553
30	\$620	\$629	\$640	\$652
36	\$723	\$736	\$752	\$768
42	\$843	\$862	\$882	\$905
48	\$983	\$1,008	\$1,036	\$1,067
<b>Pension Band</b>	<b>106</b>	<b>106</b>	<b>106</b>	<b>106</b>

## Wage Area - J1

<b>End Of Month</b>	<b>Effective <u>6/23/2013</u></b>	<b>Effective <u>6/22/2014</u></b>	<b>Effective <u>6/28/2015</u></b>	<b>Effective <u>6/26/2016</u></b>
0	\$298	\$298	\$298	\$298
6	\$348	\$349	\$350	\$352
12	\$407	\$409	\$412	\$415
18	\$475	\$480	\$485	\$490
24	\$555	\$562	\$570	\$578
30	\$649	\$659	\$670	\$683
36	\$758	\$772	\$788	\$806
42	\$886	\$905	\$927	\$951
48	\$1,035	\$1,061	\$1,090	\$1,123
<b>Pension Band</b>	<b>108</b>	<b>108</b>	<b>108</b>	<b>108</b>



**WAGE TABLE 3**  
**Level SS-2**  
**Wage Area - A1**

<b>End Of Month</b>	<b>Effective <u>6/23/2013</u></b>	<b>Effective <u>6/22/2014</u></b>	<b>Effective <u>6/28/2015</u></b>	<b>Effective <u>6/26/2016</u></b>
0	\$290	\$290	\$290	\$290
6	\$341	\$342	\$343	\$344
12	\$401	\$403	\$406	\$409
18	\$471	\$476	\$481	\$486
24	\$554	\$561	\$569	\$577
30	\$652	\$662	\$673	\$685
36	\$766	\$780	\$796	\$814
42	\$901	\$920	\$942	\$967
48	\$1,059	\$1,085	\$1,115	\$1,148
<b>Pension Band</b>	<b>108</b>	<b>108</b>	<b>108</b>	<b>108</b>

**Wage Area - D1**

<b>End Of Month</b>	<b>Effective <u>6/23/2013</u></b>	<b>Effective <u>6/22/2014</u></b>	<b>Effective <u>6/28/2015</u></b>	<b>Effective <u>6/26/2016</u></b>
0	\$295	\$295	\$295	\$295
6	\$346	\$347	\$348	\$349
12	\$405	\$407	\$410	\$413
18	\$475	\$479	\$484	\$489
24	\$556	\$563	\$571	\$579
30	\$651	\$662	\$673	\$686
36	\$763	\$778	\$794	\$811
42	\$894	\$914	\$936	\$961
48	\$1,048	\$1,074	\$1,104	\$1,137
<b>Pension Band</b>	<b>108</b>	<b>108</b>	<b>108</b>	<b>108</b>

## Wage Area - J1

<b>End Of Month</b>	<b>Effective <u>6/23/2013</u></b>	<b>Effective <u>6/22/2014</u></b>	<b>Effective <u>6/28/2015</u></b>	<b>Effective <u>6/26/2016</u></b>
0	\$327	\$327	\$327	\$327
6	\$380	\$381	\$382	\$384
12	\$441	\$444	\$447	\$450
18	\$512	\$517	\$522	\$528
24	\$595	\$602	\$610	\$619
30	\$690	\$701	\$713	\$726
36	\$802	\$817	\$833	\$852
42	\$931	\$951	\$974	\$999
48	\$1,081	\$1,108	\$1,138	\$1,172
<b>Pension Band</b>	<b>109</b>	<b>109</b>	<b>109</b>	<b>109</b>

## WAGE TABLE 4

## Level S-2

## Wage Area - J1

<b>End Of Month</b>	<b>Effective <u>6/23/2013</u></b>	<b>Effective <u>6/22/2014</u></b>	<b>Effective <u>6/28/2015</u></b>	<b>Effective <u>6/26/2016</u></b>
0	\$327	\$327	\$327	\$327
6	\$382	\$383	\$385	\$386
12	\$447	\$449	\$452	\$456
18	\$522	\$527	\$532	\$538
24	\$610	\$618	\$626	\$635
30	\$713	\$724	\$737	\$750
36	\$834	\$849	\$866	\$886
42	\$974	\$995	\$1,019	\$1,046
48	\$1,139	\$1,167	\$1,199	\$1,235
<b>Pension Band</b>	<b>111</b>	<b>111</b>	<b>111</b>	<b>111</b>

**WAGE TABLE 5**  
**Level SVCCC**  
**Wage Area - D1**

<b>End Of Month</b>	<b>Effective <u>6/23/2013</u></b>	<b>Effective <u>6/22/2014</u></b>	<b>Effective <u>6/28/2015</u></b>	<b>Effective <u>6/26/2016</u></b>
0	\$311	\$311	\$311	\$311
6	\$366	\$367	\$369	\$370
12	\$431	\$434	\$437	\$440
18	\$508	\$513	\$518	\$524
24	\$599	\$606	\$614	\$623
30	\$705	\$716	\$728	\$742
36	\$830	\$846	\$863	\$882
42	\$978	\$1,000	\$1,023	\$1,050
48	\$1,152	\$1,181	\$1,213	\$1,249
<b>Pension Band</b>	<b>111</b>	<b>111</b>	<b>111</b>	<b>111</b>

**WAGE TABLE 6**  
**Level B**  
**Wage Area - A1**

<b>End Of Month</b>	<b>Effective <u>6/23/2013</u></b>	<b>Effective <u>6/22/2014</u></b>	<b>Effective <u>6/28/2015</u></b>	<b>Effective <u>6/26/2016</u></b>
0	\$282	\$282	\$282	\$282
6	\$331	\$332	\$333	\$334
12	\$387	\$390	\$392	\$395
18	\$454	\$458	\$463	\$468
24	\$532	\$539	\$546	\$554
30	\$624	\$634	\$644	\$657
36	\$731	\$745	\$760	\$777
42	\$857	\$876	\$897	\$921
48	\$1,005	\$1,030	\$1,058	\$1,090
<b>Pension Band</b>	<b>107</b>	<b>107</b>	<b>107</b>	<b>107</b>

## Wage Area - D1

<b>End Of Month</b>	<b>Effective <u>6/23/2013</u></b>	<b>Effective <u>6/22/2014</u></b>	<b>Effective <u>6/28/2015</u></b>	<b>Effective <u>6/26/2016</u></b>
0	\$311	\$311	\$311	\$311
6	\$366	\$367	\$369	\$370
12	\$431	\$434	\$437	\$440
18	\$508	\$513	\$518	\$524
24	\$599	\$606	\$614	\$623
30	\$705	\$716	\$728	\$742
36	\$830	\$846	\$863	\$882
42	\$978	\$1,000	\$1,023	\$1,050
48	\$1,152	\$1,181	\$1,213	\$1,249
<b>Pension Band</b>	<b>111</b>	<b>111</b>	<b>111</b>	<b>111</b>

## Wage Area - J1

<b>End Of Month</b>	<b>Effective <u>6/23/2013</u></b>	<b>Effective <u>6/22/2014</u></b>	<b>Effective <u>6/28/2015</u></b>	<b>Effective <u>6/26/2016</u></b>
0	\$298	\$298	\$298	\$298
6	\$348	\$349	\$350	\$352
12	\$407	\$409	\$412	\$415
18	\$475	\$480	\$485	\$490
24	\$555	\$562	\$570	\$578
30	\$649	\$659	\$670	\$683
36	\$758	\$772	\$788	\$806
42	\$886	\$905	\$927	\$951
48	\$1,035	\$1,061	\$1,090	\$1,123
<b>Pension Band</b>	<b>108</b>	<b>108</b>	<b>108</b>	<b>108</b>

**WAGE TABLE 7  
Level C  
Wage Area - A1**

<b>End Of Month</b>	<b>Effective <u>6/23/2013</u></b>	<b>Effective <u>6/22/2014</u></b>	<b>Effective <u>6/28/2015</u></b>	<b>Effective <u>6/26/2016</u></b>
0	\$290	\$290	\$290	\$290
6	\$341	\$342	\$343	\$344
12	\$401	\$403	\$406	\$409
18	\$471	\$476	\$481	\$486
24	\$554	\$561	\$569	\$577
30	\$652	\$662	\$673	\$685
36	\$766	\$780	\$796	\$814
42	\$901	\$920	\$942	\$967
48	\$1,059	\$1,085	\$1,115	\$1,148
<b>Pension Band</b>	<b>108</b>	<b>108</b>	<b>108</b>	<b>108</b>

**Wage Area - D1**

<b>End Of Month</b>	<b>Effective <u>6/23/2013</u></b>	<b>Effective <u>6/22/2014</u></b>	<b>Effective <u>6/28/2015</u></b>	<b>Effective <u>6/26/2016</u></b>
0	\$311	\$311	\$311	\$311
6	\$366	\$367	\$369	\$370
12	\$431	\$434	\$437	\$440
18	\$508	\$513	\$518	\$524
24	\$599	\$606	\$614	\$623
30	\$705	\$716	\$728	\$742
36	\$830	\$846	\$863	\$882
42	\$978	\$1,000	\$1,023	\$1,050
48	\$1,152	\$1,181	\$1,213	\$1,249
<b>Pension Band</b>	<b>111</b>	<b>111</b>	<b>111</b>	<b>111</b>

## Wage Area - J1

End Of Month	Effective <u>6/23/2013</u>	Effective <u>6/22/2014</u>	Effective <u>6/28/2015</u>	Effective <u>6/26/2016</u>
0	\$327	\$327	\$327	\$327
6	\$380	\$381	\$382	\$384
12	\$441	\$444	\$447	\$450
18	\$512	\$517	\$522	\$528
24	\$595	\$602	\$610	\$619
30	\$690	\$701	\$713	\$726
36	\$802	\$817	\$833	\$852
42	\$931	\$951	\$974	\$999
48	\$1,081	\$1,108	\$1,138	\$1,172
<b>Pension Band</b>	<b>109</b>	<b>109</b>	<b>109</b>	<b>109</b>

## WAGE TABLE 8

## Level D

## Wage Area - J1

End Of Month	Effective <u>6/23/2013</u>	Effective <u>6/22/2014</u>	Effective <u>6/28/2015</u>	Effective <u>6/26/2016</u>
0	\$311	\$311	\$311	\$311
6	\$372	\$373	\$375	\$376
12	\$445	\$448	\$451	\$455
18	\$533	\$538	\$544	\$550
24	\$638	\$646	\$655	\$665
30	\$764	\$776	\$789	\$803
36	\$914	\$931	\$950	\$971
42	\$1,094	\$1,118	\$1,145	\$1,174
48	\$1,309	\$1,342	\$1,379	\$1,420
<b>Pension Band</b>	<b>116</b>	<b>116</b>	<b>116</b>	<b>116</b>

**WAGE TABLE 9  
Level SED  
Wage Area - J1**

<b>End Of Month</b>	<b>Effective <u>6/23/2013</u></b>	<b>Effective <u>6/22/2014</u></b>	<b>Effective <u>6/28/2015</u></b>	<b>Effective <u>6/26/2016</u></b>
0	\$376	\$376	\$376	\$376
6	\$435	\$436	\$438	\$439
12	\$503	\$506	\$510	\$514
18	\$582	\$588	\$594	\$600
24	\$674	\$682	\$691	\$702
30	\$779	\$791	\$805	\$820
36	\$902	\$918	\$937	\$958
42	\$1,043	\$1,066	\$1,092	\$1,120
48	\$1,207	\$1,237	\$1,271	\$1,309
<b>Pension Band</b>	<b>113</b>	<b>113</b>	<b>113</b>	<b>113</b>

**WAGE TABLE 10  
Level AR**

Intentionally Left Blank

**WAGE TABLE 11  
Level MS**

Intentionally Left Blank

**WAGE TABLE 12  
Level TA  
Wage Area - (ALL)**

<b>End Of Month</b>	<b>Effective <u>6/23/2013</u></b>	<b>Effective <u>6/22/2014</u></b>	<b>Effective <u>6/28/2015</u></b>	<b>Effective <u>6/26/2016</u></b>
0	\$330	\$330	\$330	\$330
6	\$398	\$400	\$402	\$404
12	\$479	\$484	\$489	\$495
18	\$578	\$586	\$596	\$607
24	\$696	\$710	\$726	\$744
30	\$839	\$860	\$884	\$911
<b>Pension Band</b>	<b>102</b>	<b>102</b>	<b>102</b>	<b>102</b>

**WAGE TABLE 13**  
**Level SVT**  
**Wage Area - A1**

<b>End Of Month</b>	<b>Effective <u>6/23/2013</u></b>	<b>Effective <u>6/22/2014</u></b>	<b>Effective <u>6/28/2015</u></b>	<b>Effective <u>6/26/2016</u></b>
0	\$351	\$351	\$351	\$351
6	\$408	\$410	\$411	\$413
12	\$475	\$478	\$482	\$485
18	\$553	\$558	\$564	\$570
24	\$644	\$652	\$661	\$670
30	\$749	\$761	\$774	\$788
36	\$871	\$888	\$906	\$926
42	\$1,014	\$1,037	\$1,061	\$1,089
48	\$1,180	\$1,210	\$1,243	\$1,280
51	\$1,334	\$1,367	\$1,405	\$1,447
<b>Pension Band</b>	<b>122</b>	<b>122</b>	<b>122</b>	<b>122</b>

**Wage Area - D1**

<b>End Of Month</b>	<b>Effective <u>6/23/2013</u></b>	<b>Effective <u>6/22/2014</u></b>	<b>Effective <u>6/28/2015</u></b>	<b>Effective <u>6/26/2016</u></b>
0	\$338	\$338	\$338	\$338
6	\$394	\$395	\$396	\$398
12	\$459	\$462	\$465	\$469
18	\$535	\$540	\$546	\$552
24	\$624	\$632	\$640	\$649
30	\$727	\$738	\$751	\$765
36	\$847	\$863	\$881	\$900
42	\$988	\$1,009	\$1,033	\$1,060
48	\$1,151	\$1,180	\$1,212	\$1,248
51	\$1,306	\$1,339	\$1,376	\$1,417
<b>Pension Band</b>	<b>122</b>	<b>122</b>	<b>122</b>	<b>122</b>



## Wage Area - J1

<b>End Of Month</b>	<b>Effective <u>6/23/2013</u></b>	<b>Effective <u>6/22/2014</u></b>	<b>Effective <u>6/28/2015</u></b>	<b>Effective <u>6/26/2016</u></b>
0	\$330	\$330	\$330	\$330
6	\$385	\$387	\$388	\$389
12	\$450	\$453	\$456	\$459
18	\$525	\$530	\$536	\$542
24	\$614	\$621	\$630	\$639
30	\$717	\$728	\$740	\$754
36	\$837	\$853	\$870	\$890
42	\$977	\$999	\$1,023	\$1,049
48	\$1,141	\$1,170	\$1,202	\$1,238
51	\$1,299	\$1,331	\$1,368	\$1,409
<b>Pension Band</b>	<b>122</b>	<b>122</b>	<b>122</b>	<b>122</b>

**WAGE TABLE 14**  
**Level TECH**  
**Wage Area - A1**

<b>End Of Month</b>	<b>Effective <u>6/23/2013</u></b>	<b>Effective <u>6/22/2014</u></b>	<b>Effective <u>6/28/2015</u></b>	<b>Effective <u>6/26/2016</u></b>
0	\$351	\$351	\$351	\$351
6	\$407	\$408	\$409	\$410
12	\$471	\$473	\$476	\$479
18	\$545	\$549	\$554	\$559
24	\$632	\$638	\$645	\$652
30	\$731	\$740	\$751	\$762
36	\$847	\$860	\$874	\$889
42	\$981	\$998	\$1,017	\$1,038
48	\$1,136	\$1,159	\$1,184	\$1,212
54	\$1,316	\$1,345	\$1,379	\$1,416
60	\$1,524	\$1,562	\$1,605	\$1,653
<b>Pension Band</b>	<b>122</b>	<b>122</b>	<b>122</b>	<b>122</b>

**Wage Area - D1**

<b>End Of Month</b>	<b>Effective <u>6/23/2013</u></b>	<b>Effective <u>6/22/2014</u></b>	<b>Effective <u>6/28/2015</u></b>	<b>Effective <u>6/26/2016</u></b>
0	\$338	\$338	\$338	\$338
6	\$392	\$393	\$395	\$396
12	\$456	\$458	\$460	\$463
18	\$529	\$533	\$537	\$542
24	\$614	\$621	\$627	\$635
30	\$713	\$722	\$732	\$743
36	\$828	\$841	\$855	\$870
42	\$962	\$979	\$997	\$1,018
48	\$1,117	\$1,139	\$1,164	\$1,192
54	\$1,297	\$1,326	\$1,359	\$1,396
60	\$1,506	\$1,544	\$1,586	\$1,634
<b>Pension Band</b>	<b>122</b>	<b>122</b>	<b>122</b>	<b>122</b>

**Wage Area - J1**

<b>End Of Month</b>	<b>Effective <u>6/23/2013</u></b>	<b>Effective <u>6/22/2014</u></b>	<b>Effective <u>6/28/2015</u></b>	<b>Effective <u>6/26/2016</u></b>
0	\$330	\$330	\$330	\$330
6	\$384	\$385	\$386	\$387
12	\$447	\$449	\$452	\$454
18	\$520	\$524	\$529	\$533
24	\$606	\$612	\$618	\$626
30	\$705	\$714	\$724	\$735
36	\$821	\$833	\$847	\$862
42	\$956	\$972	\$991	\$1,012
48	\$1,112	\$1,135	\$1,159	\$1,187
54	\$1,295	\$1,324	\$1,356	\$1,393
60	\$1,507	\$1,545	\$1,587	\$1,635
<b>Pension Band</b>	<b>122</b>	<b>122</b>	<b>122</b>	<b>122</b>

**WAGE TABLE 15  
Level SRTECH****Intentionally Left Blank**

**WAGE TABLE 16**  
**Level TG-4**

**Wage Area - A1**

<b>End Of Month</b>	<b>Effective <u>6/23/2013</u></b>	<b>Effective <u>6/22/2014</u></b>	<b>Effective <u>6/28/2015</u></b>	<b>Effective <u>6/26/2016</u></b>
0	\$282	\$282	\$282	\$282
6	\$331	\$332	\$333	\$334
12	\$387	\$390	\$392	\$395
18	\$454	\$458	\$463	\$468
24	\$532	\$539	\$546	\$554
30	\$624	\$634	\$644	\$657
36	\$731	\$745	\$760	\$777
42	\$857	\$876	\$897	\$921
48	\$1,005	\$1,030	\$1,058	\$1,090
<b>Pension Band</b>	<b>107</b>	<b>107</b>	<b>107</b>	<b>107</b>

**Wage Area - J1**

<b>End Of Month</b>	<b>Effective <u>6/23/2013</u></b>	<b>Effective <u>6/22/2014</u></b>	<b>Effective <u>6/28/2015</u></b>	<b>Effective <u>6/26/2016</u></b>
0	\$310	\$310	\$310	\$310
6	\$360	\$362	\$363	\$364
12	\$419	\$422	\$425	\$428
18	\$487	\$492	\$497	\$502
24	\$566	\$574	\$581	\$590
30	\$659	\$669	\$680	\$693
36	\$766	\$780	\$796	\$814
42	\$890	\$910	\$931	\$956
48	\$1,035	\$1,061	\$1,090	\$1,123
<b>Pension Band</b>	<b>108</b>	<b>108</b>	<b>108</b>	<b>108</b>

## Wage Area - S1

<b>End Of Month</b>	<b>Effective <u>6/23/2013</u></b>	<b>Effective <u>6/22/2014</u></b>	<b>Effective <u>6/28/2015</u></b>	<b>Effective <u>6/26/2016</u></b>
0	\$294	\$294	\$294	\$294
6	\$343	\$344	\$346	\$347
12	\$401	\$403	\$406	\$409
18	\$468	\$472	\$477	\$483
24	\$547	\$553	\$561	\$569
30	\$638	\$648	\$659	\$671
36	\$745	\$759	\$775	\$792
42	\$870	\$889	\$910	\$934
48	\$1,016	\$1,041	\$1,070	\$1,102
<b>Pension Band</b>	<b>107</b>	<b>107</b>	<b>107</b>	<b>107</b>

## Wage Area - S2

<b>End Of Month</b>	<b>Effective <u>6/23/2013</u></b>	<b>Effective <u>6/22/2014</u></b>	<b>Effective <u>6/28/2015</u></b>	<b>Effective <u>6/26/2016</u></b>
0	\$286	\$286	\$286	\$286
6	\$334	\$335	\$336	\$337
12	\$390	\$393	\$395	\$398
18	\$456	\$460	\$465	\$470
24	\$532	\$539	\$546	\$554
30	\$622	\$632	\$642	\$654
36	\$726	\$740	\$755	\$772
42	\$848	\$867	\$888	\$911
48	\$991	\$1,016	\$1,044	\$1,075
<b>Pension Band</b>	<b>106</b>	<b>106</b>	<b>106</b>	<b>106</b>

**WAGE TABLE 17**  
**Level TG-5**  
**Wage Area - A1**

<b>End Of Month</b>	<b>Effective <u>6/23/2013</u></b>	<b>Effective <u>6/22/2014</u></b>	<b>Effective <u>6/28/2015</u></b>	<b>Effective <u>6/26/2016</u></b>
0	\$294	\$294	\$294	\$294
6	\$346	\$347	\$348	\$349
12	\$406	\$409	\$411	\$415
18	\$477	\$482	\$487	\$492
24	\$561	\$568	\$576	\$584
30	\$660	\$670	\$681	\$694
36	\$775	\$790	\$806	\$824
42	\$911	\$931	\$953	\$979
48	\$1,071	\$1,098	\$1,128	\$1,162
<b>Pension Band</b>	<b>109</b>	<b>109</b>	<b>109</b>	<b>109</b>

**Wage Area - J1**

<b>End Of Month</b>	<b>Effective <u>6/23/2013</u></b>	<b>Effective <u>6/22/2014</u></b>	<b>Effective <u>6/28/2015</u></b>	<b>Effective <u>6/26/2016</u></b>
0	\$315	\$315	\$315	\$315
6	\$369	\$370	\$371	\$372
12	\$431	\$434	\$437	\$440
18	\$505	\$510	\$515	\$521
24	\$591	\$598	\$607	\$616
30	\$692	\$703	\$715	\$728
36	\$810	\$825	\$842	\$861
42	\$948	\$968	\$992	\$1,017
48	\$1,109	\$1,137	\$1,168	\$1,203
<b>Pension Band</b>	<b>110</b>	<b>110</b>	<b>110</b>	<b>110</b>

## Wage Area - S1

<b>End Of Month</b>	<b>Effective <u>6/23/2013</u></b>	<b>Effective <u>6/22/2014</u></b>	<b>Effective <u>6/28/2015</u></b>	<b>Effective <u>6/26/2016</u></b>
0	\$301	\$301	\$301	\$301
6	\$353	\$354	\$356	\$357
12	\$415	\$417	\$420	\$423
18	\$487	\$491	\$496	\$502
24	\$571	\$578	\$586	\$595
30	\$670	\$681	\$693	\$705
36	\$787	\$802	\$818	\$836
42	\$924	\$944	\$967	\$992
48	\$1,084	\$1,111	\$1,142	\$1,176
<b>Pension Band</b>	<b>109</b>	<b>109</b>	<b>109</b>	<b>109</b>

## Wage Area - S2

<b>End Of Month</b>	<b>Effective <u>6/23/2013</u></b>	<b>Effective <u>6/22/2014</u></b>	<b>Effective <u>6/28/2015</u></b>	<b>Effective <u>6/26/2016</u></b>
0	\$295	\$295	\$295	\$295
6	\$346	\$347	\$348	\$349
12	\$406	\$408	\$411	\$414
18	\$476	\$480	\$485	\$490
24	\$558	\$565	\$572	\$581
30	\$654	\$664	\$676	\$688
36	\$767	\$781	\$798	\$815
42	\$900	\$919	\$941	\$966
48	\$1,055	\$1,081	\$1,111	\$1,144
<b>Pension Band</b>	<b>108</b>	<b>108</b>	<b>108</b>	<b>108</b>

**WAGE TABLE 18  
Level OPER**

**Wage Area - A1  
(Excludes MA)**

<b>End Of Month</b>	<b>Effective <u>6/23/2013</u></b>	<b>Effective <u>6/22/2014</u></b>	<b>Effective <u>6/28/2015</u></b>	<b>Effective <u>6/26/2016</u></b>
0	\$282	\$282	\$282	\$282
6	\$331	\$332	\$333	\$334
12	\$387	\$390	\$392	\$395
18	\$454	\$458	\$463	\$468
24	\$532	\$539	\$546	\$554
30	\$624	\$634	\$644	\$657
36	\$731	\$745	\$760	\$777
42	\$857	\$876	\$897	\$921
48	\$1,005	\$1,030	\$1,058	\$1,090
<b>Pension Band</b>	<b>107</b>	<b>107</b>	<b>107</b>	<b>107</b>

**Wage Area - A1  
(MA Only)**

<b>End Of Month</b>	<b>Effective <u>6/23/2013</u></b>	<b>Effective <u>6/22/2014</u></b>	<b>Effective <u>6/28/2015</u></b>	<b>Effective <u>6/26/2016</u></b>
0	\$280	\$280	\$280	\$280
6	\$329	\$330	\$331	\$332
12	\$387	\$389	\$392	\$395
18	\$455	\$459	\$464	\$469
24	\$534	\$541	\$549	\$557
30	\$628	\$638	\$649	\$661
36	\$738	\$752	\$768	\$785
42	\$868	\$887	\$909	\$932
48	\$1,020	\$1,046	\$1,075	\$1,107
<b>Pension Band</b>	<b>107</b>	<b>107</b>	<b>107</b>	<b>107</b>

**Wage Area - S1  
(New Castle Relay Only)**

<b>End Of Month</b>	<b>Effective <u>6/23/2013</u></b>	<b>Effective <u>6/22/2014</u></b>	<b>Effective <u>6/28/2015</u></b>	<b>Effective <u>6/26/2016</u></b>
0	\$265	\$265	\$265	\$265
6	\$311	\$312	\$313	\$315
12	\$366	\$368	\$371	\$373
18	\$430	\$434	\$438	\$443
24	\$505	\$512	\$519	\$526
30	\$594	\$603	\$613	\$625
36	\$698	\$711	\$726	\$742
42	\$820	\$838	\$858	\$880
48	\$964	\$988	\$1,015	\$1,045
<b>Pension Band</b>	<b>107</b>	<b>107</b>	<b>107</b>	<b>107</b>

**Wage Area - S1, S2  
(Excludes New Castle Relay)**

<b>End Of Month</b>	<b>Effective <u>6/23/2013</u></b>	<b>Effective <u>6/22/2014</u></b>	<b>Effective <u>6/28/2015</u></b>	<b>Effective <u>6/26/2016</u></b>
0	\$280	\$280	\$280	\$280
6	\$329	\$330	\$331	\$332
12	\$387	\$389	\$392	\$395
18	\$455	\$459	\$464	\$469
24	\$534	\$541	\$549	\$557
30	\$628	\$638	\$649	\$661
36	\$738	\$752	\$768	\$785
42	\$868	\$887	\$909	\$932
48	\$1,020	\$1,046	\$1,075	\$1,107
<b>Pension Band</b>	<b>107</b>	<b>107</b>	<b>107</b>	<b>107</b>



**WAGE TABLE 19**  
**Level SVCAST**

**Wage Area - A1**  
**(Excludes MA)**

<b>End Of Month</b>	<b>Effective <u>6/23/2013</u></b>	<b>Effective <u>6/22/2014</u></b>	<b>Effective <u>6/28/2015</u></b>	<b>Effective <u>6/26/2016</u></b>
0	\$312	\$312	\$312	\$312
6	\$363	\$364	\$366	\$367
12	\$423	\$425	\$428	\$431
18	\$492	\$497	\$502	\$507
24	\$573	\$580	\$588	\$597
30	\$667	\$677	\$689	\$702
36	\$776	\$791	\$807	\$825
42	\$904	\$923	\$946	\$970
48	\$1,052	\$1,078	\$1,108	\$1,141
<b>Pension Band</b>	<b>108</b>	<b>108</b>	<b>108</b>	<b>108</b>

**Wage Area - A1**  
**(MA Only)**

<b>End Of Month</b>	<b>Effective <u>6/23/2013</u></b>	<b>Effective <u>6/22/2014</u></b>	<b>Effective <u>6/28/2015</u></b>	<b>Effective <u>6/26/2016</u></b>
0	\$307	\$307	\$307	\$307
6	\$360	\$361	\$362	\$363
12	\$421	\$424	\$427	\$430
18	\$493	\$498	\$503	\$508
24	\$577	\$585	\$593	\$601
30	\$676	\$687	\$699	\$711
36	\$792	\$807	\$823	\$842
42	\$927	\$947	\$971	\$996
48	\$1,086	\$1,113	\$1,144	\$1,178
<b>Pension Band</b>	<b>109</b>	<b>109</b>	<b>109</b>	<b>109</b>

**WAGE TABLE 19**  
**Level SVCAST**

**Wage Area - S1, S2**

<b>End Of Month</b>	<b>Effective <u>6/23/2013</u></b>	<b>Effective <u>6/22/2014</u></b>	<b>Effective <u>6/28/2015</u></b>	<b>Effective <u>6/26/2016</u></b>
0	\$307	\$307	\$307	\$307
6	\$360	\$361	\$362	\$363
12	\$421	\$424	\$427	\$430
18	\$493	\$498	\$503	\$508
24	\$577	\$585	\$593	\$601
30	\$676	\$687	\$699	\$711
36	\$792	\$807	\$823	\$842
42	\$927	\$947	\$971	\$996
48	\$1,086	\$1,113	\$1,144	\$1,178
<b>Pension Band</b>	<b>109</b>	<b>109</b>	<b>109</b>	<b>109</b>

**WAGE TABLE 20**  
**Level TECH**

**Wage Area - M1,N1**

<b>End Of Month</b>	<b>Effective <u>6/23/2013</u></b>	<b>Effective <u>6/22/2014</u></b>	<b>Effective <u>6/28/2015</u></b>	<b>Effective <u>6/26/2016</u></b>
0	\$369	\$369	\$369	\$369
6	\$423	\$424	\$425	\$427
12	\$485	\$488	\$490	\$493
18	\$556	\$561	\$565	\$570
24	\$638	\$644	\$651	\$659
30	\$732	\$741	\$751	\$762
36	\$839	\$852	\$866	\$881
42	\$962	\$979	\$998	\$1,019
48	\$1,103	\$1,125	\$1,150	\$1,178
54	\$1,265	\$1,294	\$1,326	\$1,361
60	\$1,451	\$1,487	\$1,528	\$1,574
<b>Pension Band</b>	<b>120</b>	<b>120</b>	<b>120</b>	<b>120</b>

**WAGE TABLE 21**  
**Level DELDVR**

**Wage Area - J1**

<b>End Of Month</b>	<b>Effective <u>6/23/2013</u></b>	<b>Effective <u>6/22/2014</u></b>	<b>Effective <u>6/28/2015</u></b>	<b>Effective <u>6/26/2016</u></b>
0	\$330	\$330	\$330	\$330
6	\$392	\$394	\$395	\$396
12	\$467	\$469	\$473	\$476
18	\$555	\$560	\$566	\$572
24	\$660	\$668	\$677	\$687
30	\$785	\$797	\$810	\$826
36	\$933	\$950	\$970	\$992
42	\$1,109	\$1,133	\$1,161	\$1,191
48	\$1,319	\$1,352	\$1,389	\$1,431
<b>Pension Band</b>	<b>116</b>	<b>116</b>	<b>116</b>	<b>116</b>

**WAGE TABLE 22**  
**Level HAS**

**Wage Area - A1**

<b>End Of Month</b>	<b>Effective <u>6/23/2013</u></b>	<b>Effective <u>6/22/2014</u></b>	<b>Effective <u>6/28/2015</u></b>	<b>Effective <u>6/26/2016</u></b>
0	\$376	\$376	\$376	\$376
6	\$435	\$436	\$438	\$439
12	\$503	\$506	\$510	\$514
18	\$582	\$588	\$594	\$600
24	\$674	\$682	\$691	\$702
30	\$779	\$791	\$805	\$820
36	\$902	\$918	\$937	\$958
42	\$1,043	\$1,066	\$1,092	\$1,120
48	\$1,207	\$1,237	\$1,271	\$1,309
<b>Pension Band</b>	<b>113</b>	<b>113</b>	<b>113</b>	<b>113</b>

**WAGE TABLE 23  
Level LSDD**

**Wage Area - J1**

<b>End Of Month</b>	<b>Effective <u>6/23/2013</u></b>	<b>Effective <u>6/22/2014</u></b>	<b>Effective <u>6/28/2015</u></b>	<b>Effective <u>6/26/2016</u></b>
0	\$322	\$322	\$322	\$322
6	\$381	\$382	\$383	\$385
12	\$450	\$453	\$456	\$459
18	\$532	\$537	\$542	\$548
24	\$629	\$636	\$645	\$655
30	\$743	\$755	\$768	\$782
36	\$878	\$895	\$913	\$934
42	\$1,038	\$1,061	\$1,087	\$1,115
48	\$1,227	\$1,258	\$1,293	\$1,332
<b>Pension Band</b>	<b>113</b>	<b>113</b>	<b>113</b>	<b>113</b>

**WAGE TABLE 24  
Level SHOPAT**

**Intentionally Left Blank**

**WAGE TABLE 25  
Level SUPPAT**

**Wage Area - A1**

<b>End Of Month</b>	<b>Effective <u>6/23/2013</u></b>	<b>Effective <u>6/22/2014</u></b>	<b>Effective <u>6/28/2015</u></b>	<b>Effective <u>6/26/2016</u></b>
0	\$324	\$324	\$324	\$324
6	\$378	\$379	\$381	\$382
12	\$442	\$444	\$447	\$451
18	\$516	\$521	\$526	\$532
24	\$602	\$610	\$618	\$627
30	\$703	\$714	\$726	\$740
36	\$821	\$836	\$854	\$873
42	\$958	\$979	\$1,003	\$1,029
48	\$1,119	\$1,147	\$1,179	\$1,214
<b>Pension Band</b>	<b>110</b>	<b>110</b>	<b>110</b>	<b>110</b>

## Wage Area - J1

<b>End Of Month</b>	<b>Effective <u>6/23/2013</u></b>	<b>Effective <u>6/22/2014</u></b>	<b>Effective <u>6/28/2015</u></b>	<b>Effective <u>6/26/2016</u></b>
0	\$322	\$322	\$322	\$322
6	\$381	\$382	\$383	\$385
12	\$450	\$453	\$456	\$459
18	\$532	\$537	\$542	\$548
24	\$629	\$636	\$645	\$655
30	\$743	\$755	\$768	\$782
36	\$878	\$895	\$913	\$934
42	\$1,038	\$1,061	\$1,087	\$1,115
48	\$1,227	\$1,258	\$1,293	\$1,332
<b>Pension Band</b>	<b>113</b>	<b>113</b>	<b>113</b>	<b>113</b>

WAGE TABLE 26  
Level SUPPC

## Wage Area - D1

<b>End Of Month</b>	<b>Effective <u>6/23/2013</u></b>	<b>Effective <u>6/22/2014</u></b>	<b>Effective <u>6/28/2015</u></b>	<b>Effective <u>6/26/2016</u></b>
0	\$311	\$311	\$311	\$311
6	\$372	\$373	\$375	\$376
12	\$445	\$448	\$451	\$455
18	\$533	\$538	\$544	\$550
24	\$638	\$646	\$655	\$665
30	\$764	\$776	\$789	\$803
36	\$914	\$931	\$950	\$971
42	\$1,094	\$1,118	\$1,145	\$1,174
48	\$1,309	\$1,342	\$1,379	\$1,420
<b>Pension Band</b>	<b>116</b>	<b>116</b>	<b>116</b>	<b>116</b>

**WAGE TABLE 27  
Level SUPPE**

**Wage Area - J1**

<b>End Of Month</b>	<b>Effective <u>6/23/2013</u></b>	<b>Effective <u>6/22/2014</u></b>	<b>Effective <u>6/28/2015</u></b>	<b>Effective <u>6/26/2016</u></b>
0	\$330	\$330	\$330	\$330
6	\$384	\$385	\$386	\$387
12	\$447	\$449	\$452	\$454
18	\$520	\$524	\$529	\$533
24	\$606	\$612	\$618	\$626
30	\$705	\$714	\$724	\$735
36	\$821	\$833	\$847	\$862
42	\$956	\$972	\$991	\$1,012
48	\$1,112	\$1,135	\$1,159	\$1,187
54	\$1,295	\$1,324	\$1,356	\$1,393
60	\$1,507	\$1,545	\$1,587	\$1,635
<b>Pension Band</b>	<b>122</b>	<b>122</b>	<b>122</b>	<b>122</b>

**WAGE TABLE 28  
Level TD**

**Wage Area - J1**

<b>End Of Month</b>	<b>Effective <u>6/23/2013</u></b>	<b>Effective <u>6/22/2014</u></b>	<b>Effective <u>6/28/2015</u></b>	<b>Effective <u>6/26/2016</u></b>
0	\$330	\$330	\$330	\$330
6	\$384	\$385	\$386	\$387
12	\$447	\$449	\$452	\$454
18	\$520	\$524	\$529	\$533
24	\$606	\$612	\$618	\$626
30	\$705	\$714	\$724	\$735
36	\$821	\$833	\$847	\$862
42	\$956	\$972	\$991	\$1,012
48	\$1,112	\$1,135	\$1,159	\$1,187
54	\$1,295	\$1,324	\$1,356	\$1,393
60	\$1,507	\$1,545	\$1,587	\$1,635
<b>Pension Band</b>	<b>122</b>	<b>122</b>	<b>122</b>	<b>122</b>

**WAGE TABLE 29**  
**Level TD1**

**Wage Area - J1**

<b>End Of Month</b>	<b>Effective <u>6/23/2013</u></b>	<b>Effective <u>6/22/2014</u></b>	<b>Effective <u>6/28/2015</u></b>	<b>Effective <u>6/26/2016</u></b>
0	\$910.28	\$910.28	\$910.28	\$910.28
6	\$1,032.49	\$1,038.88	\$1,045.95	\$1,053.71
12	\$1,171.11	\$1,185.66	\$1,201.85	\$1,219.74
18	\$1,328.34	\$1,353.17	\$1,380.98	\$1,411.94
24	\$1,506.67	\$1,544.34	\$1,586.81	\$1,634.41
<b>Pension Band</b>	<b>123</b>	<b>123</b>	<b>123</b>	<b>123</b>

**WAGE TABLE 30**  
**Level TD2**

**Wage Area - J1**

<b>End Of Month</b>	<b>Effective <u>6/23/2013</u></b>	<b>Effective <u>6/22/2014</u></b>	<b>Effective <u>6/28/2015</u></b>	<b>Effective <u>6/26/2016</u></b>
0	\$910.28	\$910.28	\$910.28	\$910.28
6	\$1,001.27	\$1,005.40	\$1,009.95	\$1,014.94
12	\$1,101.35	\$1,110.45	\$1,120.54	\$1,131.64
18	\$1,211.44	\$1,226.49	\$1,243.24	\$1,261.75
24	\$1,332.53	\$1,354.65	\$1,379.37	\$1,406.82
30	\$1,465.73	\$1,496.20	\$1,530.41	\$1,568.58
36	\$1,612.24	\$1,652.54	\$1,697.99	\$1,748.93
<b>Pension Band</b>	<b>126</b>	<b>126</b>	<b>126</b>	<b>126</b>

**WAGE TABLE 31  
Level APP/TE (Local 134 Only)**

**Wage Area - J1**

<b>End Of Month</b>	<b>Effective <u>6/23/2013</u></b>	<b>Effective <u>6/22/2014</u></b>	<b>Effective <u>6/28/2015</u></b>	<b>Effective <u>6/26/2016</u></b>
0	\$471.35	\$471.35	\$471.35	\$471.35
6	\$529.45	\$530.75	\$532.20	\$533.77
12	\$594.70	\$597.65	\$600.90	\$604.46
18	\$668.00	\$672.97	\$678.47	\$684.51
24	\$750.33	\$757.78	\$766.05	\$775.16
30	\$842.82	\$853.29	\$864.94	\$877.82
36	\$946.70	\$960.83	\$976.59	\$994.07
42	\$1,063.38	\$1,081.92	\$1,102.66	\$1,125.72
48	\$1,194.45	\$1,218.28	\$1,245.01	\$1,274.80
54	\$1,341.67	\$1,371.82	\$1,405.72	\$1,443.62
60	\$1,507.03	\$1,544.71	\$1,587.19	\$1,634.80
<b>Pension Band</b>	<b>122</b>	<b>122</b>	<b>122</b>	<b>122</b>

**WAGE TABLE 32  
Level SRTECH (Local 134 Only)**

**Wage Area - J1**

<b>End Of Month</b>	<b>Effective <u>6/23/2013</u></b>	<b>Effective <u>6/22/2014</u></b>	<b>Effective <u>6/28/2015</u></b>	<b>Effective <u>6/26/2016</u></b>
0	\$330	\$330	\$330	\$330
6	\$401	\$403	\$404	\$406
12	\$488	\$491	\$495	\$498
18	\$594	\$600	\$606	\$613
24	\$723	\$732	\$742	\$753
30	\$879	\$893	\$908	\$925
36	\$1,069	\$1,089	\$1,112	\$1,137
42	\$1,301	\$1,329	\$1,361	\$1,397
48	\$1,582	\$1,622	\$1,667	\$1,717
<b>Pension Band</b>	<b>124</b>	<b>124</b>	<b>124</b>	<b>124</b>



**WAGE TABLE 33**  
**Level SS-2**

**Wage Area - J1**

<b>End Of Month</b>	<b>Effective <u>6/23/2013</u></b>	<b>Effective <u>6/22/2014</u></b>	<b>Effective <u>6/28/2015</u></b>	<b>Effective <u>6/26/2016</u></b>
0	\$327	\$327	\$327	\$327
6	\$380	\$381	\$382	\$384
12	\$441	\$444	\$447	\$450
18	\$512	\$517	\$522	\$528
24	\$595	\$602	\$610	\$619
30	\$690	\$701	\$713	\$726
36	\$802	\$817	\$833	\$852
42	\$931	\$951	\$974	\$999
48	\$1,081	\$1,108	\$1,138	\$1,172
<b>Pension Band</b>	<b>109</b>	<b>109</b>	<b>109</b>	<b>109</b>

**WAGE TABLE 34**  
**Level E-3**

**Wage Area - A1**

<b>End Of Month</b>	<b>Effective <u>6/23/2013</u></b>	<b>Effective <u>6/22/2014</u></b>	<b>Effective <u>6/28/2015</u></b>	<b>Effective <u>6/26/2016</u></b>
0	\$282	\$282	\$282	\$282
6	\$331	\$332	\$333	\$334
12	\$387	\$390	\$392	\$395
18	\$454	\$458	\$463	\$468
24	\$532	\$539	\$546	\$554
30	\$624	\$634	\$644	\$657
36	\$731	\$745	\$760	\$777
42	\$857	\$876	\$897	\$921
48	\$1,005	\$1,030	\$1,058	\$1,090
<b>Pension Band</b>	<b>107</b>	<b>107</b>	<b>107</b>	<b>107</b>

**WAGE TABLE 34**  
**Level SS-1**

**Wage Area - D1**

<b>End Of Month</b>	<b>Effective <u>6/23/2013</u></b>	<b>Effective <u>6/22/2014</u></b>	<b>Effective <u>6/28/2015</u></b>	<b>Effective <u>6/26/2016</u></b>
0	\$290	\$290	\$290	\$290
6	\$339	\$340	\$341	\$343
12	\$397	\$399	\$402	\$405
18	\$464	\$468	\$473	\$478
24	\$543	\$549	\$557	\$565
30	\$635	\$645	\$656	\$668
36	\$743	\$756	\$772	\$789
42	\$869	\$887	\$909	\$933
48	\$1,016	\$1,041	\$1,070	\$1,102
<b>Pension Band</b>	<b>107</b>	<b>107</b>	<b>107</b>	<b>107</b>

**WAGE TABLE 35**  
**Level S-2, SS-2**

**Intentionally Left Blank**

**WAGE TABLE 36**  
**Level E-3**

**Wage Area - A1**

<b>End Of Month</b>	<b>Effective <u>6/23/2013</u></b>	<b>Effective <u>6/22/2014</u></b>	<b>Effective <u>6/28/2015</u></b>	<b>Effective <u>6/26/2016</u></b>
0	\$282	\$282	\$282	\$282
6	\$331	\$332	\$333	\$334
12	\$387	\$390	\$392	\$395
18	\$454	\$458	\$463	\$468
24	\$532	\$539	\$546	\$554
30	\$624	\$634	\$644	\$657
36	\$731	\$745	\$760	\$777
42	\$857	\$876	\$897	\$921
48	\$1,005	\$1,030	\$1,058	\$1,090
<b>Pension Band</b>	<b>107</b>	<b>107</b>	<b>107</b>	<b>107</b>

## Wage Area - J1

<b>End Of Month</b>	<b>Effective <u>6/23/2013</u></b>	<b>Effective <u>6/22/2014</u></b>	<b>Effective <u>6/28/2015</u></b>	<b>Effective <u>6/26/2016</u></b>
0	\$298	\$298	\$298	\$298
6	\$348	\$349	\$350	\$352
12	\$407	\$409	\$412	\$415
18	\$475	\$480	\$485	\$490
24	\$555	\$562	\$570	\$578
30	\$649	\$659	\$670	\$683
36	\$758	\$772	\$788	\$806
42	\$886	\$905	\$927	\$951
48	\$1,035	\$1,061	\$1,090	\$1,123
<b>Pension Band</b>	<b>108</b>	<b>108</b>	<b>108</b>	<b>108</b>

**WAGE TABLE 36**  
**Level SS-1**

## Wage Area - D1

<b>End Of Month</b>	<b>Effective <u>6/23/2013</u></b>	<b>Effective <u>6/22/2014</u></b>	<b>Effective <u>6/28/2015</u></b>	<b>Effective <u>6/26/2016</u></b>
0	\$290	\$290	\$290	\$290
6	\$339	\$340	\$341	\$343
12	\$397	\$399	\$402	\$405
18	\$464	\$468	\$473	\$478
24	\$543	\$549	\$557	\$565
30	\$635	\$645	\$656	\$668
36	\$743	\$756	\$772	\$789
42	\$869	\$887	\$909	\$933
48	\$1,016	\$1,041	\$1,070	\$1,102
<b>Pension Band</b>	<b>107</b>	<b>107</b>	<b>107</b>	<b>107</b>

**WAGE TABLE 37  
Level SS-1**

**Wage Area - J1**

<b>End Of Month</b>	<b>Effective <u>6/23/2013</u></b>	<b>Effective <u>6/22/2014</u></b>	<b>Effective <u>6/28/2015</u></b>	<b>Effective <u>6/26/2016</u></b>
0	\$310	\$310	\$310	\$310
6	\$362	\$363	\$364	\$365
12	\$422	\$425	\$428	\$431
18	\$492	\$497	\$502	\$508
24	\$575	\$582	\$590	\$599
30	\$670	\$681	\$693	\$706
36	\$782	\$797	\$813	\$832
42	\$913	\$933	\$955	\$981
48	\$1,065	\$1,092	\$1,122	\$1,156
<b>Pension Band</b>	<b>108</b>	<b>108</b>	<b>108</b>	<b>108</b>

**WAGE TABLE 38  
Level TG-6**

**Wage Area - A1**

<b>End Of Month</b>	<b>Effective <u>6/23/2013</u></b>	<b>Effective <u>6/22/2014</u></b>	<b>Effective <u>6/28/2015</u></b>	<b>Effective <u>6/26/2016</u></b>
0	\$310	\$310	\$310	\$310
6	\$365	\$366	\$367	\$369
12	\$429	\$432	\$435	\$438
18	\$506	\$510	\$515	\$521
24	\$595	\$603	\$611	\$620
30	\$700	\$711	\$723	\$737
36	\$824	\$840	\$857	\$876
42	\$970	\$992	\$1,015	\$1,042
48	\$1,142	\$1,171	\$1,203	\$1,239
<b>Pension Band</b>	<b>111</b>	<b>111</b>	<b>111</b>	<b>111</b>

## Wage Area - D1

<b>End Of Month</b>	<b>Effective <u>6/23/2013</u></b>	<b>Effective <u>6/22/2014</u></b>	<b>Effective <u>6/28/2015</u></b>	<b>Effective <u>6/26/2016</u></b>
0	\$314	\$314	\$314	\$314
6	\$370	\$371	\$372	\$374
12	\$436	\$439	\$442	\$445
18	\$514	\$519	\$524	\$530
24	\$606	\$613	\$621	\$631
30	\$714	\$725	\$737	\$751
36	\$841	\$857	\$874	\$894
42	\$991	\$1,013	\$1,037	\$1,064
48	\$1,168	\$1,197	\$1,230	\$1,267
<b>Pension Band</b>	<b>111</b>	<b>111</b>	<b>111</b>	<b>111</b>

## Wage Area - J1

<b>End Of Month</b>	<b>Effective <u>6/23/2013</u></b>	<b>Effective <u>6/22/2014</u></b>	<b>Effective <u>6/28/2015</u></b>	<b>Effective <u>6/26/2016</u></b>
0	\$327	\$327	\$327	\$327
6	\$384	\$385	\$387	\$388
12	\$451	\$454	\$457	\$460
18	\$530	\$535	\$541	\$546
24	\$623	\$631	\$639	\$648
30	\$732	\$743	\$756	\$770
36	\$859	\$876	\$893	\$913
42	\$1,010	\$1,032	\$1,056	\$1,084
48	\$1,186	\$1,216	\$1,249	\$1,286
<b>Pension Band</b>	<b>112</b>	<b>112</b>	<b>112</b>	<b>112</b>

**Wage Area - S1  
(New Castle Relay Only)**

<b>End Of Month</b>	<b>Effective <u>6/23/2013</u></b>	<b>Effective <u>6/22/2014</u></b>	<b>Effective <u>6/28/2015</u></b>	<b>Effective <u>6/26/2016</u></b>
0	\$297	\$297	\$297	\$297
6	\$349	\$350	\$352	\$353
12	\$411	\$414	\$416	\$419
18	\$484	\$488	\$493	\$499
24	\$569	\$576	\$584	\$592
30	\$669	\$680	\$691	\$704
36	\$788	\$802	\$819	\$837
42	\$926	\$947	\$969	\$995
48	\$1,090	\$1,117	\$1,148	\$1,182
<b>Pension Band</b>	<b>111</b>	<b>111</b>	<b>111</b>	<b>111</b>

**WAGE TABLE 38  
Level TG-6**

**Wage Area - S1  
(Excludes New Castle Relay)**

<b>End Of Month</b>	<b>Effective <u>6/23/2013</u></b>	<b>Effective <u>6/22/2014</u></b>	<b>Effective <u>6/28/2015</u></b>	<b>Effective <u>6/26/2016</u></b>
0	\$315	\$315	\$315	\$315
6	\$371	\$372	\$373	\$374
12	\$436	\$439	\$442	\$445
18	\$513	\$518	\$523	\$529
24	\$603	\$611	\$619	\$628
30	\$710	\$721	\$733	\$747
36	\$835	\$850	\$868	\$888
42	\$982	\$1,003	\$1,028	\$1,055
48	\$1,155	\$1,184	\$1,217	\$1,254
<b>Pension Band</b>	<b>111</b>	<b>111</b>	<b>111</b>	<b>111</b>

**WAGE TABLE 39  
Level CA-RR**

**Wage Area - S1**

<b>End Of Month</b>	<b>Effective <u>6/23/2013</u></b>	<b>Effective <u>6/22/2014</u></b>	<b>Effective <u>6/28/2015</u></b>	<b>Effective <u>6/26/2016</u></b>
0	\$326	\$326	\$326	\$326
6	\$371	\$372	\$374	\$376
12	\$423	\$426	\$429	\$433
18	\$481	\$486	\$492	\$498
24	\$548	\$556	\$564	\$574
30	\$624	\$635	\$647	\$662
36	\$710	\$726	\$743	\$762
42	\$809	\$829	\$852	\$878
<b>Pension Band</b>	<b>105</b>	<b>105</b>	<b>105</b>	<b>105</b>

**WAGE TABLE 40  
Level ACA**

**Wage Area - S1  
(Excludes New Hires)**

<b>End Of Month</b>	<b>Effective <u>6/23/2013</u></b>	<b>Effective <u>6/22/2014</u></b>	<b>Effective <u>6/28/2015</u></b>	<b>Effective <u>6/26/2016</u></b>
0	\$315	\$315	\$315	\$315
6	\$353	\$354	\$356	\$357
12	\$396	\$399	\$401	\$404
18	\$444	\$448	\$453	\$458
24	\$498	\$504	\$511	\$519
30	\$558	\$567	\$577	\$588
36	\$626	\$638	\$651	\$666
42	\$702	\$717	\$735	\$754
48	\$787	\$807	\$829	\$854
<b>Pension Band</b>	<b>102</b>	<b>102</b>	<b>102</b>	<b>102</b>

**WAGE TABLE 40**  
**Level ACA-L**

**Wage Area - S1**  
**(All New Hires)**

<b>End Of Month</b>	<b>Effective <u>6/23/2013</u></b>	<b>Effective <u>6/22/2014</u></b>	<b>Effective <u>6/28/2015</u></b>	<b>Effective <u>6/26/2016</u></b>
0	\$340.00	\$340.00	\$340.00	\$340.00
12	\$467.72	\$473.57	\$480.08	\$487.28
24	\$524.97	\$538.10	\$552.89	\$569.48
<b>Pension Band</b>	<b>101</b>	<b>101</b>	<b>101</b>	<b>101</b>

**WAGE TABLE 41**  
**Level ACSADM**

**Wage Area - S1**

<b>End Of Month</b>	<b>Effective <u>6/23/2013</u></b>	<b>Effective <u>6/22/2014</u></b>	<b>Effective <u>6/28/2015</u></b>	<b>Effective <u>6/26/2016</u></b>
0	\$320	\$320	\$320	\$320
6	\$361	\$362	\$363	\$364
12	\$407	\$409	\$412	\$415
18	\$458	\$463	\$467	\$473
24	\$517	\$523	\$530	\$538
30	\$582	\$591	\$602	\$613
36	\$656	\$669	\$683	\$698
42	\$740	\$756	\$775	\$795
48	\$834	\$855	\$879	\$905
<b>Pension Band</b>	<b>104</b>	<b>104</b>	<b>104</b>	<b>104</b>



**WAGE TABLE 42  
Level Tier 2**

**Intentionally Left Blank**

**WAGE TABLE 43  
Level Tier 3**

**Intentionally Left Blank**

**WAGE TABLE 44  
Level 035**

**Wage Area - J1**

<b>End Of Month</b>	<b>Effective <u>6/23/2013</u></b>	<b>Effective <u>6/22/2014</u></b>	<b>Effective <u>6/28/2015</u></b>	<b>Effective <u>6/26/2016</u></b>
0	\$639.40	\$639.40	\$639.40	\$639.40
3	\$724.85	\$729.34	\$734.30	\$739.75
6	\$821.72	\$831.93	\$843.29	\$855.85
9	\$931.54	\$948.95	\$968.45	\$990.16
12	\$1,056.03	\$1,082.43	\$1,112.20	\$1,145.56
<b>Pension Band</b>	<b>109</b>	<b>109</b>	<b>109</b>	<b>109</b>

**WAGE TABLE 45  
Level ISA**

**Intentionally Left Blank**

**WAGE TABLE 46  
Level ISC**

**Intentionally Left Blank**

**WAGE TABLE 47  
Level COMASC**

**Intentionally Left Blank**

**WAGE TABLE 48  
Level STORCL**

**Intentionally Left Blank**

**WAGE TABLE 49  
Levels SCA, SCA2, SCB, SCC, SCR**

**Intentionally Left Blank**

**WAGE TABLE 50  
Level DTBA**

**Intentionally Left Blank**

**WAGE TABLE 51  
Level DTBB**

**Intentionally Left Blank**

**WAGE TABLE 52  
Level RO1**

**Intentionally Left Blank**

**WAGE TABLE 53  
Level RO2**

**Intentionally Left Blank**

**WAGE TABLE 54**  
**Level FRMN**

**(Local 134 Only)**  
**Wage Area - J1**

<b>End Of Month</b>	<b>Effective <u>6/23/2013</u></b>	<b>Effective <u>6/22/2014</u></b>	<b>Effective <u>6/28/2015</u></b>	<b>Effective <u>6/26/2016</u></b>
0	\$531.35	\$531.35	\$531.35	\$531.35
6	\$592.09	\$593.55	\$595.17	\$596.93
12	\$659.77	\$663.04	\$666.65	\$670.60
18	\$735.19	\$740.66	\$746.71	\$753.36
24	\$819.24	\$827.37	\$836.40	\$846.34
30	\$912.89	\$924.23	\$936.85	\$950.80
36	\$1,017.24	\$1,032.42	\$1,049.37	\$1,068.14
42	\$1,133.52	\$1,153.29	\$1,175.40	\$1,199.97
48	\$1,263.10	\$1,288.30	\$1,316.56	\$1,348.07
54	\$1,407.49	\$1,439.12	\$1,474.69	\$1,514.44
60	\$1,568.38	\$1,607.59	\$1,651.80	\$1,701.35
<b>Pension Band</b>	<b>124</b>	<b>124</b>	<b>124</b>	<b>124</b>

# 2013

## January

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

## February

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		

## March

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

## April

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

## May

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

## June

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

## July

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

## August

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

## September

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

## October

S	M	T	W	T	F	S
	1	2	3	4	5	
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

## November

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

## December

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

# 2014

## January

S	M	T	W	T	F	S
		1	2	3	4	
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

## February

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

## March

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

## April

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

## May

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

## June

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

## July

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

## August

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

## September

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

## October

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

## November

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

## December

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

# 2015

## January

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

## February

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

## March

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

## April

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

## May

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

## June

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

## July

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

## August

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

## September

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

## October

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

## November

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

## December

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

# 2016

## January

S	M	T	W	T	F	S	
					1	2	
3	4	5	6	7	8	9	
10	11	12	13	14	15	16	
17	18	19	20	21	22	23	
24	25	26	27	28	29	30	
31							

## February

S	M	T	W	T	F	S	
	1	2	3	4	5	6	
7	8	9	10	11	12	13	
14	15	16	17	18	19	20	
21	22	23	24	25	26	27	
28	29						

## March

S	M	T	W	T	F	S	
		1	2	3	4	5	
6	7	8	9	10	11	12	
13	14	15	16	17	18	19	
20	21	22	23	24	25	26	
27	28	29	30	31			

## April

S	M	T	W	T	F	S	
					1	2	
3	4	5	6	7	8	9	
10	11	12	13	14	15	16	
17	18	19	20	21	22	23	
24	25	26	27	28	29	30	

## May

S	M	T	W	T	F	S	
	1	2	3	4	5	6	7
8	9	10	11	12	13	14	
15	16	17	18	19	20	21	
22	23	24	25	26	27	28	
29	30	31					

## June

S	M	T	W	T	F	S	
			1	2	3	4	
5	6	7	8	9	10	11	
12	13	14	15	16	17	18	
19	20	21	22	23	24	25	
26	27	28	29	30			

## July

S	M	T	W	T	F	S	
					1	2	
3	4	5	6	7	8	9	
10	11	12	13	14	15	16	
17	18	19	20	21	22	23	
24	25	26	27	28	29	30	
31							

## August

S	M	T	W	T	F	S	
	1	2	3	4	5	6	
7	8	9	10	11	12	13	
14	15	16	17	18	19	20	
21	22	23	24	25	26	27	
28	29	30	31				

## September

S	M	T	W	T	F	S	
				1	2	3	
4	5	6	7	8	9	10	
11	12	13	14	15	16	17	
18	19	20	21	22	23	24	
25	26	27	28	29	30		

## October

S	M	T	W	T	F	S	
						1	
2	3	4	5	6	7	8	
9	10	11	12	13	14	15	
16	17	18	19	20	21	22	
23	24	25	26	27	28	29	
30	31						

## November

S	M	T	W	T	F	S	
		1	2	3	4	5	
6	7	8	9	10	11	12	
13	14	15	16	17	18	19	
20	21	22	23	24	25	26	
27	28	29	30				

## December

S	M	T	W	T	F	S	
				1	2	3	
4	5	6	7	8	9	10	
11	12	13	14	15	16	17	
18	19	20	21	22	23	24	
25	26	27	28	29	30	31	

# 2017

## January

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

## February

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

## March

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

## April

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
$\frac{23}{30}$	24	25	26	27	28	29

## May

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

## June

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

## July

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

## August

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

## September

S	M	T	W	T	F	S
						1
						2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

## October

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

## November

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

## December

S	M	T	W	T	F	S
						1
						2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
$\frac{24}{31}$	25	26	27	28	29	30



# *NOTES*

# *NOTES*

All

Work covered

By this agreement

Can be

Done

Safely

