IBEW Local Union 21
2013 AT&T
Contract Overview
Article 1 Recognition

Date Change

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

New Language

1.03 …and made a part of the 2013 Collective Bargaining Agreement between AT&T Midwest, AT&T National and System Council T-3 of the International Brotherhood of Electrical Workers…
Article 2
Definitions

No Changes
Article 3
Non-Discrimination

No Changes
Article 4
Company Union Relationship

No Changes
Article 5 No Strike

No Changes
Article 6
Union Security

6.03 (C) Removed
6.04 Added

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

New Language
6.04 This Article 6 – Union Security shall only apply in those states where permitted by law.
Article 7
Union Dues Deductions

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

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

New Language
7.05 (B) When an employee has insufficient pay to cover all authorized deductions, deductions for dues or fees and then deductions for allotments to the appropriate savings plan shall have priority over all other authorized deductions except those required by law and for insurance.
Article 8
Committee on Political Education (COPE)

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

**Old Language**
8.13...Total estimated cost over life of the Agreement: $525.00 x 3 years = $1,575.

**New Language**
8.13 …Total estimated cost over life of the Agreement: $525.00 x 4 years = $2,100.
No intent change.

**Old Language**

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

**New Language**

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

The above change appears in several places in the article.

**Old Language**

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

**New Language**

9.09 ...The Company shall pay for the first eight thousand (8,000) copies requested by the Union at the time of printing...
Article 10
Bulletin Boards

No Changes
Article 11
Union Officers and Representatives

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

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

New Language
11.02 The notice and consent set forth in Section 11.01 shall not apply when the Company declares a surplus under the provisions of Article 30 or when a proposed promotion or transfer is required by the closing of a Company office or location.
Article 12
Problem Resolution
Procedures

No Changes
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.

Other Article 13 Changes
13.07– Deleted sickness or accident. No intent change. Name change only.

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

New Language
13.07 An employee absent for more than one (1) month for any reason other than a disability absence governed by the AT&T Midwest Disability Benefits Program or Legacy AT&T Disability Benefits Program will …
The new wage schedules can be found on ibew21.org, the link is titled Wage Schedules.

Premise Technician schedules can be found in Appendix C link.
Article 14
Net Credited Service & Seniority

No Changes
Article 15 Job Classifications and Promotions

No Changes
Benefit changes can be found on ibew21.org the link is titled Article 16 Benefits.
Article 17
Scheduling and Payment for Time Worked For AT&T Midwest Employees in Job Titles Formerly in Exhibits 1, 2 & 3 and AT&T National Employees in Job Titles Covered by Appendix T, Articles CS1, CTT1 & NS11

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

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

New Language
17.18 ..... Disability (Paid).....

The above change appears in several places in the contract.
Article 18
Scheduling and Payment for Time Worked For Employees Formerly in Exhibits 4 and 5 and AT&T National Employees in Job Titles Covered by Appendix T, Articles OS1 and TRA1

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

No intent change. Name change only.

This is the same change that was first referenced in 17.18
Article 19
Work Done by Supervisors

No Changes
Article 20

Treatment of Time Not Worked

Several Changes

**New Language**
20.03 Sickness and Accident Disability (Paid) now reads Disability (Paid).

No intent change. Name change only.

This is the same change that was first referenced in 17.18

**Old Language**
20.04 (C) Except as specified in (A) and (B) above, payment for personal illness absence during…

**New Language**
20.04 (C) Except as specified in (A) and (B) above and (E) below, payment for personal illness absence during…
Old Language
Absences of longer than seven (7) consecutive days will be governed by the Sickness and Accident Disability Plan.

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

No intent change, name change only.

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

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

20.06 Employees absent due to death of a child, spouse or Legally Recognized Partner, or any relative listed in…
21.04 Sickness and Accident Disability (Paid) now reads Disability (Paid).

No intent change. Name change only.

This is the same change that was first referenced in 17.18.
Article 22
Classification & Treatment of Regular Part-Time Employees

22.05 Changes in wording and eliminated sections A, B, and C

Old Language

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

(A) Employees whose part-time equivalent work week classification is sixteen (16) or less shall be eligible by enrollment and employee payment of one hundred percent (100%) of the premiums for such coverage;

(B) Employees whose part-time equivalent work week classification is seventeen (17) through twenty-four (24) shall be eligible by enrollment and employee payment of fifty percent (50%) of the premiums for such coverage.

(C) Employees whose part-time equivalent work week classification is twenty-five (25) or more shall be eligible for such coverage on the same basis as a regular full-time employee.

New Language

22.05 Employees who are hired on or after January 1, 1981, and who work as part-time employees shall, if otherwise eligible to participate under the terms of such plans, be eligible for coverage under the AT&T Vision Plan, AT&T Dental Plan and the appropriate Ameritech Comprehensive Health Care Plan or the AT&T Medical Expense Plan for Occupational Employees, all in accordance with Article 16 – Benefits and Attachments thereto.
Article 23

Recognized Holidays

Date eliminated

Old Language
23.01  Effective January 1, 2010 the following are the Recognized Holidays…

New Language
23.01  The following are the Recognized Holidays…
Article 24
Excused Work Days

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

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

**New Language**
24.01 Each regular employee who has at least six (6) months of Net Credited Service on January 1 of the respective years 2014, 2015, 2016 and 2017 shall be eligible....
Article 25 – Vacations

Changes in 25.01 and payment if you leave the company.

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

New Language
25.01 Regular employees shall be entitled to accrue vacation with pay…

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

Read the Memo on ibew21.org it’s titled Payment in Lieu of Vacation Memo.
Article 26
Automobile Mileage Expense

No Changes
Article 27
Temporary Assignments

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

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

New Language
27.09 (G) Travel time outside of scheduled work time shall not be compensated for nor considered as time worked, except for those job titles formerly covered by Appendix B, Exhibits 4 and 5 in the Parties’ 2004 Collective Bargaining Agreement.
Article 28
Safety

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

Old Language

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

New Language

27.09 Safety provisions for AT&T National are addressed in Appendix T.
Article 29
Commercial Driver’s License & Special Operating Permit or License

No Changes
Article 30
Training and Employment Security

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

The major changes are in 30.07, 30.21-30.58 and the RCA’s have changed you can read them on ibew21.org the link is titled Article 30 Sections 30.07, 30.21-30.58
Article 31
Termination and Validity of Agreement

Change to reflect the new contract dates.

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

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

Overtime

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

ADDED:

Death in Family (Paid)

Authorized Attendance at Joint Meetings with the Company including Joint Union-Company Committee Meetings, Grievance Meetings and Union-Management Review Board Meetings
Network attendance guidelines will be adopted.

Quotas will be adjusted to account for time off after the third day not the fifth.
Global Services – Data Comm

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

Four (4) week layoff allowance added.
Premise Technicians

Articles 9 and 28 of the Core Agreement now apply to premise technicians
Seniority scheduling.
17-hour max on mandatory overtime per week.
Before use of contractors they will consider using I&R employees.
Premise Technicians may perform pair changes when installing IP enabled products and services.
Premise Technicians may place bridge tap cancellation devices, excluding splicing them into cable pairs.
Premise Techs $0.55 hourly raise in addition to first year percent increase.
Steward’s joint meeting time will now count toward overtime.
Job descriptions are now described in memo.
Vacation selection process improved.
Inclusion in substance abuse awareness committee.
Rewording of Military Leave Memo.
Details will first be filled by volunteers then forced by seniority.
One employee per work group per day is guaranteed a day off.
The changes in attachments 1,2,3, were name, date and article reference changes. No intent changes.
Read Appendix C and Premise Technician job duties on ibew21.org the link is titled Appendix C.

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

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

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

Payments will now be made as lump sum cash payments rather than as contributions into HRA accounts.
Employees over the age of 50 before the end of the calendar year, will have the right for catch up contributions under the IRS rules, on a before tax basis.
SUCCESSORSHIP

For more information on Successorship go to ibew21.org and click on the Successor Language link.