## IBEW Apprentice Program Adjustment Letter 7-7-22 TA

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June 26, 2022

Mr. Paul T. Wright
Chairman, System Council T-3
President/Business Manager/Financial Secretary
International Brotherhood of Electrical Workers Local Union 21
4701 Auvergne Avenue, Lisle IL, 60532

Re: Apprentice Program Adjustments

Dear Mr. Wright:

This letter will respond to concerns raised during 2022 bargaining regarding issues arising under the Apprentice Program during the term of the 2017 Collective Bargaining Agreement ("2017 CBA") between AT&T Midwest ("Company") and International Brotherhood of Electrical Workers Local 21 ("Union") (collectively "Parties").

## Treatment of CST Apprentices

During the term of the 2017 CBA, issues have arisen concerning the Customer Systems Technician Certification Test ("CST Test") used to qualify Customer Systems Technician ("CST") Apprentices for Journeymen positions when permitted by the Apprentice Program. Making no judgments or admissions concerning the CST Test, the Parties recognize their common desire for the Company to develop and implement a new test for CST Journeyman eligibility (referred to herein as the "New CST Test") and to account for the concerns raised.

To resolve these concerns, the Parties agree on a one-time, non-precedent setting basis to the following:

- 1. The Company agrees to temporarily promote Regular Full Time ("RFT") CST Apprentices who at the time of ratification held that position at step 8 of the wage schedule or above (and if at step 8, 9, or 10, held it for at least 6 months) to CST Journeyman while awaiting the development and implementation of a New CST Test, Following such temporary promotion, the ratification date will become the new date from which progression is measured ("Progression Effective Date").
- If upon ratification no New CST Test has been implemented, failure to pass such test will not
  constitute a barrier to a temporary promotion to CST Journeyman who were at step 8 of the
  wage schedule at ratification unless and until a New CST Test is made available by the

<sup>&</sup>lt;sup>1</sup> The Apprentice Program refers to the terms of apprenticeship set forth in MOAs S4 – Apprenticeship Program ("MOA S4") and MOA S5 – Concerning Apprenticeship Program ("MOA S5") of the CBA.

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Company, although MOA S5 ratios will continue to apply. In such case the temporary promotion date will be the Progression Effective Date.

- 3. When the New CST Test becomes available, RFT CST Apprentices who were at step 8, 9, or 10 of the wage schedule at the time of ratification but did not qualify for a temporary promotion due to the MOA S5 ratios will be given the opportunity to take the New CST Test. Those who pass such test within 30 days of it becoming available will be promoted to CST Journeyman and the MOA S5 ratios will not constitute a barrier to such promotion. If, however, the New CST Test is not made available as of January 1, 2023, the RFT CST Apprentices covered under this paragraph 3 will be eligible for the treatment applied to RFT CST Apprentices covered by paragraph 2.
- 4. Temporarily promoted RFT CST Apprentices who are not at the top step of the wage schedule at the time the New CST Test is implemented must pass the new CST Test within 30 days after it becomes available to them. Failure to do so will cause each such individual to return to the CST Apprentice title, and they will remain on their then-current wage step until such time as they qualify for the CST Journeyman title in accordance with the terms of the Apprenticeship Program.

## Premises Technician Placement Upon Move to Apprentice

During the term of the 2017 CBA, issues arose concerning the placement of Premises Technicians into the Apprenticeship Program at Step 8 of the applicable wage schedules. To resolve these concerns, and in consideration of commitments made during 2022 negotiations, the Parties agree:

- 1. Premises Technicians that moved during the term of the 2017 CBA into an RFT Apprentice title and as a result suffered a reduction in pay will be treated for the purposes described herein as if on the day of such move they had moved to the lowest step of the new wage schedule that did not result in a loss of pay, even if this would have resulted in placement above Step 8.
- 2. As soon as practicable following ratification, the Company will provide one-time payments to such employees equal to the weekly wage schedule difference between the step they actually moved to or subsequently progressed to and the step on which they would have worked had they been originally moved in accordance with paragraph 1 of this section, multiplied by the number of weeks spent at such step(s).
- 3. Effective on the date of ratification, employees covered by paragraph 1 of this section will be moved to the step on which they would have been at ratification had they originally moved in accordance with paragraph 1.
- 4. Future progression will proceed as if the original placement had been in accordance with paragraph I of this section.