Tentative Agreement at AT&T

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We are three-quarters of the way through our first year in office. Since July, we saw the AT&T agreement extended and now there are new AT&T, Frontier MiFA#2, Comcast West and Johnson Controls tentative agreements.

Members at the City of Chicago 911– OEMC Center, JULIE, and Altura agreed to new contracts.

In addition to bargaining, your officers and staff are doing their best to live up to the trust you placed in us by improving the local’s financial position, operations, and communications. It feels like we’ve accomplished a lot but more work still remains. One thing is certain; it’s not business as usual.

Most of you are interested in the AT&T tentative agreement. It was a lot of work to get to the table early and ultimately reach an agreement. Decisions and actions made by others affected our bargaining with AT&T this year. History has shown the first group who makes concessions creates insurmountable hurdles for all others who must follow after them.

After evaluating the situation at AT&T, Paul and Bill started discussions last December that continued until late February to discover management’s “lines in the sand.” Our two main concerns were our bargaining spot compared to other unions and the Illinois Telecommunications rewrite. A framework was established on which both sides would attempt to reach an “early” agreement.

One factor was blatantly obvious, it would be extremely tough for the IBEW and their members to force management into making economic changes that were already accepted by tens of thousands of other AT&T employees. With that in mind, Paul, Bill, the SCT-3 Council Officers, and the bargaining teams focused on areas of improvement that were unique to the IBEW membership. When surveyed, our members indicated specific areas of concern. In many cases, these different issues could provide our membership with greater gains and long-term security. With this information in hand, formal negotiations began in early March.

At times it seemed a new agreement wouldn’t be reached in early negotiations. On more than one occasion company negotiators were told we would walk away if they didn’t step up to the plate to deal with the issues that were most important to the IBEW membership. The company seemed surprised by the new approach taken by the IBEW. We think this new approach and the relationships we are building helped lead to the tentative agreement we are asking you to accept.

We acknowledge the T/A doesn’t contain everything everyone wanted to achieve. No contract ever will. We needed to address many issues. We’d have liked to eliminate rising health care premiums but that and other goals were unrealistic based on the decisions and actions made by others we mentioned earlier. We feel this is well-balanced agreement; improvements were made in many job titles.

The most important benefit we can give any member is job security. Article 30 was rewritten to account for the lessons we learned since it was changed in our last contract. Among them we opened a pathway for CST’s working in I&R to transfer into U-Verse without economic diminishments.

A key element of the new agreement is the Successorship Language. Local 21 and its predecessors attempted to negotiate it but were unsuccessful. We finally have it. What does it do and why is it important? If AT&T were to sell off a portion of its assets and their employees follow the work, the new company is bound by the terms of the AT&T contract.
Currently if a new company bought any part of AT&T they wouldn’t have to honor our contract. Now they must.

By rewriting Article 30, allowing customer service technicians into U-Verse, and adding Successorship Language, we gained job security, which was one of our membership’s primary bargaining demands. As Bill has often said, “We can bargain jobs with high salaries and benefits; but if you don’t protect jobs what did that bargaining achieve?”

The premise technicians weren’t brought into the Core Agreement but we did make improvements. We know the prem tech title is where technology is driving the work and we must gain improvements for them whenever possible.

Bob worked under an appendix while at Ameritech New Media. He understands how it feels to have expectations of becoming a Core member only to be told, “We just couldn’t get it.” In the past, expectations of employees working outside the Core agreement should have been tempered.

We all must realize the elimination of appendix agreements will be one of the most difficult obstacles we have to overcome. All of the pieces will have to be in the right place to get that deal done. It will come with a high price. You won’t hear from us that an Appendix to Core deal is achievable until we know it may actually be a reality. Our membership has been seeking this type of open honesty.

We’ve been asked why ten sick days and an attendance policy were negotiated. Our members in some work environments are vulnerable because technology allows their work to be moved to other parts of the country. Other contracts which undercut our members are steering management decisions to transfer our work to other jurisdictions. Jacquie knows from first-hand experience, when the Chicago Heights call center closed, what it is like to be told your job is being eliminated and if you don’t find a new one you will be unemployed.

By agreeing to an attendance policy, we get all the rules in writing, rules that can’t be changed because a new boss takes over a work group. The new policy is an improvement over the one that’s currently in place for our marketing and some network center members.

We could’ve stayed in negotiations until our contract expired or bargained for another year – that strategy hasn’t worked for our counterparts across the country. We feel the same or lower economic terms would have been on the table. It’s our opinion by reaching a tentative agreement now we achieved larger gains.

Obviously as your Officers we ask that you vote in favor of the tentative agreement. After ratification we can continue building our Local into the powerhouse we know it can be. We made a commitment to you to work as hard as we can to build our Union from the ground up. We can’t do it without you. All of us will work together; we will fight together; we will grow together; and we will make our Union stronger together.
AT&T Tentative Agreement Summary

Article 1 Recognition
- Date Change

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—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.

Article 8 Committee on Political Education (COPE)
- Change in 8.13 to account for four (4) year agreement.

Article 9 Collective Bargaining Procedures
- No intent change.
- Changes to titles of company representatives.

Article 10 Bulletin Boards
- No Changes

Article 11 Union Officers and Representatives
- Change to wording in 11.02. A steward can no longer be moved out of a work location without the permission of the Union, unless the steward was declared surplus. Intent—the company is removed from the Union’s administration of the Local.

Article 12 Problem Resolution Procedures
- No Changes

Article 13 Wage Administration
- Effective June 23, 2013 Basic Weekly Wage Rates will be increased by 2.25%.
- Effective June 22, 2014 Basic Weekly Wage Rates will be increased by 2.50%.
- Effective June 28, 2015 Basic Weekly Wage Rates will be increased by 2.75%.
- Effective June 26, 2016 Basic Weekly Wage Rates will be increased by 3.00%.
- $1,000 signing bonus if ratified by May 7, 2013.
- 13.07- deleted sickness or accident. No intent change, name change only.

Article 14 Net Credited Service & Seniority
- No Changes

Article 15 Job Classifications and Promotions
- No Changes

Article 16 Benefits
- Pension Band Increases:
  1% effective January 1, 2014
  1% effective January 1, 2015
  1% effective January 1, 2016
  1% effective January 1, 2017
- Employees Covered by Appendix C and all new hires after August 8, 2009:
  Basic benefits credit added to the cash balance account will be increased by increasing the age credit factor by 1% effective January 1, 2014.

Medical Benefits
- No Changes to current plan coverage.
- For employees on the payroll prior to the expiration of the current contract monthly contributions will be:
  2014 - $45 individual, $95 family
  2015 - $70 individual, $150 family
  2016 - $90 individual, $195 family
  2017 - $105 individual, $225 family
- Annual deductibles for network providers will be $500 for individuals, $1,000 for families in all contract years.
- Coinsurance will be 10 percent for network providers.
- Out-of-pocket maximums for network providers will be:
  2014 - $1,700 individual, $3,400 family
  2015 - $2,000 individual, $4,000 family
  2016 - $2,000 individual, $4,000 family
  2017 - $2,000 individual, $4,000 family
Dental Benefits
- New dental plan starting in 2014 will require monthly premiums, but the plan provides for increased coverage amounts:
  Monthly Contribution Amounts:
  Individual = $3
  Individual+1 = $9
  Family = $16
  Yearly Deductible $25 per person in network.
  Out of network $50 per person.
Class 1 - Preventative 100% coverage; deductible waived.
Class 2 - Basic Restorative 90% after deductible.
Class 3 - Major Restorative 80% after deductible.
Class 4 - Orthodontia 80% after deductible.
Out of network costs are higher 70%/50%/50%.
Annual Max Benefit per individual
  Network $1,750
  Out of Network $1,300
Orthodontic Lifetime Max per individual
  Network $2,000
  Out of Network $1,400

Vision Benefits
- The new vision plan starting in 2014 will require monthly premiums. The new plan is similar to Vision Plus but with lower monthly costs.
  Monthly Contribution Amounts:
  Individual = $2.50
  Individual+1 = $5.00
  Family = $7.00

Retiree Benefits
- Will continue.

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 & NSI1
- Only change is in 17.18 Sickness and Accident Disability (Paid) now reads Disability (Paid). No intent change, name change only.

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.

Article 19 Work Done by Supervisors
- No Changes

Article 20 Treatment of Time Not Worked
- 20.03 Sickness and Accident Disability (Paid) now reads Disability (Paid). No intent change, name change only.
- 20.04 [C] Sickness and Accident Disability Plan now reads AT&T Midwest Disability Benefits Program. No intent change, name change only.
- 20.04 [E] New Language: Effective 1/1/14 Employees will have up to 10 paid days for personal illness. If an employee has less than 5 days of illness in the prior year, 5 additional days may be used in conjunction with an approved disability.
- 20.06 Legally Recognized Partner added.

Article 21 Differentials
- 21.04 Sickness and Accident Disability now reads Disability. No intent change, name change only.

Article 22 Classification & Treatment of Regular Part-Time Employees
- 22.05 Changes in wording and eliminated sections A, B, and C.

Article 23 Recognized Holidays
- Date change

Article 24 Excused Work Days
- Change in 24.01 to account for new four (4) year agreement.

More detailed information on the changes can be found on our website ibew21.org.
AT&T Tentative Agreement Summary (continued)

Article 25 Vacations
- 25.15 New Section added refers to the new Memorandum of Agreement regarding Payment in Lieu of Vacation when an employee leaves the company for reasons other than those listed in the article.

Article 26 Automobile Mileage Expense
- No Changes

Article 27 Temporary Assignments
- Slight change to 27.09 – cleaned up language, no intent change.

Article 28 Safety
- Slight change to 28.05 cleaned up language, no intent change.

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.

Article 31 Termination and Validity of Agreement
- Change to reflect the new contract dates.

Engineering Assistants
- Steward’s joint meeting time will now count toward overtime.

Sales Consultants
- Network attendance guidelines will be adopted.
- Quotas will be adjusted to account for time off after the third day not the fifth.

Global Services - Data Comm
- The daily allowances were increased to $35 across all four locals.
- Four (4) week layoff allowance added.

Premise Technicians
- Articles 9 and 28 of the Core Agreement now apply to premise technicians
- Seniority scheduling.
- 17-hour max on mandatory overtime per week.
- Before use of contractors they will consider using I&R employees.
- Premise Technicians may perform pair changes when installing IP enabled products and services.
- Premise Technicians may place bridge tap cancellation devices, excluding splicing them into cable pairs.
- Premise Techs $0.55 hourly raise in addition to first year percent increase.
- Steward’s joint meeting time will now count toward overtime.
- Job descriptions are now described in memo.
- Vacation selection process improved.
- Inclusion in substance abuse awareness committee.
- Rereading 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.

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

Savings and Security 401k Plan
- Employees over the age of 50 before the end of the calendar year, will have the right for catch up contributions under the IRS rules, on a before tax basis.

Successorship Language
If AT&T Midwest and AT&T National sell a portion of its assets that involve current employees moving to the new company as a condition of the sale the buyer shall agree to assume the terms of the existing collective bargaining agreement. The agreement may be opened after 18 months but no later than 24 months after the transfer.
Labor: The Forgotten Component

President Barack Obama’s powerful, electrifying inaugural speech inspired Progressives. Eugene Robinson of the Washington Post said Obama laid out a “clear progressive philosophy” and some are calling Obama the new populist. The President was clear on protecting Social Security and Medicare; he defended civil, women’s and gay rights movements and immigration reform.

But why can’t this Democratic President gather the same zeal for union rights? The right to organize is a core Democratic value; it’s fundamental to social/economic justice and democracy. This is hardly an oversight, the President said little to nothing about unions during the debates and while delivering campaign speeches on the stump.

The Center for Responsive Politics reports that unions spent $1.1 billion between 2005 and 2011 supporting federal candidates for office. In 2008 alone, according to the New York Times, labor gave $450 million to Barack Obama. Is this the reciprocity that we receive for our financial giving? This problem is not just with the President, but a national trend; the National Democratic Party Congressional Democrats have failed to revive the Employee Free Choice Act (EFCA) to liberate the 60 million workers who want to join unions.

At times the Democratic Party seems to embrace more of the corporate agenda: bank bailouts and privatization of our public schools. It’s time for labor to re-think how we lend our support. First, accountability must be required of candidates we support. Second, union members should run for local, state, and national office. Labor may have to march on Washington.

At the City of Chicago OEMC 911 Center pension reform, retiree health-care, and privatization are the issues at the forefront of unions’ fight against the billionaire funded right-wing GOP front groups.

Labor is worried that unacceptable pension reform legislation may get passed in Springfield. We are concerned about the Mayor’s reaction to the recent report on health-care costs to the City.

The City of Chicago has again expressed interest in privatizing Midway Airport. We are nervous about job security. It’s uncertain how these issues will get resolved.

We must hold our elected representatives accountable if they pass legislation that works against the interests of our membership. We can only do so by mobilizing our members who are willing to champion the cause by taking a righteous stand.

On January 29th, President Wright and I, along with a group of Comcast workers from both Cortland and the West, met with Comcast’s Senior Vice Presidents from Philadelphia. We addressed the on-going West contract negotiation issues: regional incentive bonus, wages, and working conditions. In the three-hour meeting we made it clear that we would accept nothing less than respect, fairness, and wage and benefit equality. The West contract expired April 30, 2012. The Cortland agreement expires in February 2014.

We have only begun to fight. We refused to be silenced. Remember, our strength is in our unity! Just as this Frontline issue went to press a Comcast West tentative agreement was reached more information is on our website ibew21.org.

Jerry Rankins and President Wright meet with Comcast West members.
In Chicago… Our members in the AT&T U-verse organization have been under attack. Robberies and assaults went up dramatically in the past year. Why? AT&T gave technicians I-Phones and I-Pads. Criminals realized employees are carrying devices that can easily be sold. Your Union representatives talked with management to find ways to protect technicians. Management in some areas agreed to temporarily take the I-Pads back and reissue the old IFDs but that’s only a short-term fix.

Interestingly enough, Core Installation and Maintenance (CIM) is now beginning to issue I-Pads to its technicians who perform POTS work. So this problem may get worse. We scheduled a meeting with both U-verse and CIM management to discuss our member’s safety.

Recently, there has been an increase in employees being Suspended Pending Termination (SPT) for attendance. I realize that some people don’t understand the difference between Disability and the Federal Medical Leave Act (FMLA).

The short version is… FMLA is the federal law that protects employees from being disciplined for absences for certain serious illnesses. Disability (IDSC) is a company program that pays employees for absences after the seventh calendar day. They are two different programs and they run together at the same time. FMLA covers 480 hours of approved absences in a calendar year. Once you exhaust your 480-hour FMLA allotment, any more absences become chargeable and AT&T will discipline you even if the disability center approved your illness. If you have no FMLA time available, the absence is chargeable.

Now no one gets “suspended pending” for one or even two absences. In most cases it takes four or more incidents before your job is in jeopardy. When you accrue absences, you become the low hanging fruit… easy to pick off. By not coming to work each day and on time, you are putting yourself in a position to be the one who gets picked off. Don’t let that happen to you.

While Area Steward Pez Whatley and I fight “Good of the Union” grievances on ACE (the new PAR), TACR/CRIFT, and adherence we have to get back to basics. To fight these grievances we need all of the facts. I encourage everyone to track their sales and follow up on them with your coach to ensure your sales are posting.

Getting back to basics means, being nice to our customers, following the rules regarding promotions and protocol to prevent the “NOT Team” from sending bad feedback on our calls. I understand we have to make sales, but don’t hurt yourself by cutting corners and ignoring the process. Follow the rules, give full disclosure and treat others, as you’d like to be treated. Be honest and courteous and the NOT referrals and COBC suspensions will go away. We are the best in the business and I know we can provide Union Quality service.

Congratulations go out to our members working at Grace Street in the Polish Bilingual Team. They blew their 2012 third quarter results out of the water. Thanks for all your hard work. Our members in National Credit Verification Center (NCVC) did a great job with the smooth move into their new home at 225 Randolph in Chicago.
Since my last article, Chief Steward John Dolsen and I began representing the Northeastern suburbs. When Business Rep Terry Sheehan decided to return to the tools, I joined with Chief Steward Paul Waters to cover a portion of the Southern suburbs.

At unit meetings, I’ve been talking about AT&T Central Office vacation composition and scheduling problems. The vacation problem is resolved, the scheduling issue continues. Since the CO surplus was announced management wants to take some of the routine work performed by the CO techs and give it to the Power techs. There will be more to report on this management decision.

Management on the Construction side of the business changed. In mid-January AT&T was asking Splicers, who previously held a CDL license, if they would want to voluntarily go back and get CDL training. The following day management tried to force 4 LVT technicians to take the training. I understand taking the training is a personal decision for each employee but I am torn on this issue.

My one thought would be that the company is taking this action because they are getting ready for the announcement of the additional U-Verse build areas. My feeling is the company doesn’t have enough Line qualified employees to help with the build. The notion would be that these techs could then be utilized for the details. My other thought is: should we be telling certain techs not to get the CDL training because that could possibly help them if another surplus is announced?

On the Installation and Maintenance (I&M) side, we dealt with the excessive number of techs who were scheduled over the Holiday season. Many areas reduced their initial headcount and yet we still heard in some areas, members were asked to go home early. We all need to remember this later in the year. We have meetings coming up on other scheduling issues. Many stewards have taken it upon themselves to track work performed on the late shifts.

I’ve been dealing with a problem, at one location, where management took the position they can utilize whoever they want for cable outages. The issue impacts all-nighters and qualifications. It will impact everyone if it’s not resolved.

U-Verse has a new Vice-President and Director. It appears they at least have a feeling for the human aspect of the job. There’s been movement regarding productivity numbers with more emphasis on the quality of work being performed. As a Union we always preach that we should take pride in the work we do. In other words, do it right the first time. WHAM 880 was rolled out and should help with repeats and work quality. If your work location, isn’t doing the “Band of the Day” process please contact your Chief Steward. If it’s done correctly it should have an impact on the amount of hours worked.
WHAT’S NEW ACROSS THE LOCAL?

Melanie Probst
Business Representative

Congratulations to our Local 21 JULIE members on their new contract. Their old contract expired in November. We sent bargaining surveys to the members prior to negotiations and their top three concerns were wages, job security, and health care plans. When our Union negotiation team met with management we discussed our members’ concerns and came up with positive results that met the needs of both the members and company. Our members ratified the 5-year agreement which runs thru November 15, 2017. Shannon has been appointed as a steward; she will be working with Shelly. We all look forward to working with the JULIE members on issues going forward.

Maintenance Administrators in Hoffman Estates brought us concerns about a new management tool. We requested a meeting with AT&T management at the National Customer Service Center (NCS) so they could demonstrate the computer system that tracks “speech analytics.” We met in December and were shown how the system works and how the company uses it. The computer picks up on words used in conversations with customers and identifies words, not voice tone. Managers then use this information to review customer problems, identify the source of the problem (repair, installation, customer service, etc) and address the issues. According to the company it is a tool to help with customer service not discipline.

It is with deep sadness that the Chicago Heights Collection Center closed. Our members’ last day was 2-15-13. The office was a part of the phone company since before I can remember. A lot of people, who worked there retired, took other positions or saw their employment terminated. When you mention the Chicago Heights Center to anyone in the south suburbs they can tell you that their mom, sister, aunt, brother or uncle worked there. A lot of people got their start there and watched other centers close during the days of Illinois Bell, Ameritech, SBC and now AT&T.

At the same time the Chicago Heights announcement was made, we learned 11 Customer Advocates were declared surplus at 225 Randolph at the Chicago Global Office.

I spent a lot of hours at the centers and on the phone with our members, the current surplus process is confusing and frustrating on top of the fact that members feared the “unknown” of not having a job. I can’t tell you how sad it is to be in a room full of dedicated employees when they are told their home away from home is closing. The members were great and I must thank Angela, Lisa, and Cheryl for all their hard work during this difficult time.

Dan Grueneich, Business Representative

I’d like to take this opportunity to say thank you for the privilege I’ve had representing members of Local 21 and its predecessors.

For me, it all started in 1968 when I experienced what a union can do with solidarity. We held strong for months; it was then that I learned what it meant to be a union member. The ’68 strike set my future with our Union. I don’t think I’ve ever been as broke or as proud as I was back then. I became a steward in the mid 70’s and now I’ve retired. It feels good to know all those years of turmoil and bargaining paid off.

I wish Paul, his staff, our members and friends that I’ve made a fabulous future with our Union. It’s all about Solidarity!
This is my first Frontline article since being appointed Business Representative. I’d like to start by thanking Paul Wright. He truly deserves all the recognition his position and new titles hold. Paul assigned me to work with Chief Stewards, Dennis McCafferty and Mike Grindle. Without their dedication and hard work I would be lost. I need to thank Steve Unterfranz for all he has done for Local 21 and me personally. I would say, “Enjoy your retirement,” but I need him to continue answering my calls (ok maybe cries) for help. I appreciate all the support others on the staff have given me as I transition into the Business Representative title. A very special thank you to all our stewards, you do not hear it enough. I am very blessed to work with you all.

I have several arbitration cases scheduled this year, including the wrongful termination of the Bridgeview Linemen. While I’d like to report on all the grievance wins, settlements, and losses, most outcomes are kept confidential to protect the privacy of the individuals involved. Many agreements are reached with the restriction that the settlements cannot be cited publicly.

Over recent months, many members have returned to their jobs with “back to work agreements.” While respecting the employee’s privacy, during garage visits I normally warn the membership, “Be where you are supposed to be, doing what you are supposed to doing, know the status of your driver’s license since the company already does, make sure you keep your manager informed,” and finally “This company still takes attendance very seriously.”

Yes, these are all things we’ve heard repeatedly, but we need to remember these warnings come from small victories like a member returning to work after a grievance is settled. We should celebrate these small grievance victories because they build our Union’s strength.

Regardless of the department we work in or the title we hold, together we make our Union strong. We’ll talk about the wins on the job, and console each other on the losses at union meetings.

Scholarship Winners
By Jacquie Fields, Treasurer

The Local 21 Scholarship committee, consisting of Mike Andel, Joan Welton, Devon Jennings, and I chose the eight winners whose essays best answered this year’s theme, “Why Should Employees form Unions?” The entries were amazing in how the writers gave different views with great information on this subject.

As in the previous years, all the scholarship packages are reviewed, essays removed, and coded by the Local 21 clerical staff before we see them. When the committee reads each essay, we have no knowledge of the author until after we choose the eight coded essays for the award.

Congratulations to our 2013 winners, we look forward to seeing them at one of our summer unit meetings to read their essay to Local 21 members.
By Grace Rivera, Chief Steward - Benefits

AT&T Disability Claims and Benefits

If you are sick and your illness extends past seven calendar days, the eighth day is your first day of Short-Term Disability. In order to qualify for Disability Benefits and be paid for your time off, you and your treatment providers must fulfill certain responsibilities under the Disability Benefit Program. Your responsibilities include contacting the Integrated Disability Service Center (IDSC) at 866-276-2278 to initiate a claim. This call should be made as soon as you know your absence will extend into a disability.

During the initial call into the IDSC a customer service representative will document your information and ask some basic questions pertaining to your medical claim. Information will be provided to you about the process and what to expect. You will be assigned to a Case Manager who will administer your claim. This call will also trigger the mailing of a Disability Packet.

When the Disability Packet arrives you must complete the two Authorizations for Release of Protected Health Information forms. One of the forms must be returned to the IDSC, the other goes to your treatment provider. If you have multiple providers make copies and submit one to each.

The Disability Benefit Program requires you to be under continuous medical treatment and that you follow your treatment plan. The plan also requires your doctor to provide objective medical information to substantiate your disability claim. This can include: current symptoms, results from physical examinations, observations made during office visits, therapy sessions, treatment plans, diagnostic tests and their results (labs, x-rays, MRIs), prescribed medications and response to them, complications, level of functionality (restrictions and limitations), rationale used to determine level of functionality and how this level of functionality impacts your ability to perform your job or other daily activities.

A determination to approve or deny your Short-Term Disability Claim will be made based on the medical documentation received from your treatment providers.

The information received must support that you are disabled and unable to work. If the claim is approved you will be paid based on your NCS date according to the Short-Term Disability Benefits Program.

If your claim is denied you have the option to file an appeal. Once an appeal is submitted and processed the decision to overturn or uphold the denial is final. Therefore, we always recommend that you exhaust all other options prior to filing an appeal. This means going back to all of your treatment providers and requesting that they resubmit all medical office visit notes with letters of clarification if possible. Ask them to be as specific as possible.

Don’t assume just because your doctor says “stay off work” your disability claim will be approved. It will not! Your doctor must substantiate with medical facts that there is a need for you to be off work. If you have exhausted all your options and your doctors have submitted all documents that they can or are willing to, then the next course of action is to file an appeal.

But Stop!

Before you begin to file your appeal you must know that if the appeal upholds the Disability Denial, then the only other option is to file a lawsuit against the company. If it comes down to suing them the only information a court will allow to be used in the case is the information that was originally submitted with your appeal. It would be wise to consult with an attorney before filing an appeal to ensure that everything required is included in your appeal.

If the appeal overturns the disability denial, then that absence period that was overturned is considered approved and should be paid under the Disability Benefit Program.
By Dennis McCafferty, Chief Steward- Director of Committee on Political Education

We Need You to be Successful

In the beginning of every year there’s always a sense of being able to wipe the slate clean and start anew. This especially holds true in the political world. Every legislative session begins and ends with a certain atmosphere of “Whatever we don’t get done today; we’ll be able to do tomorrow.”

Many could argue it’s this type of “kick the can down the road” mentality that precipitated the crises we’re seeing in regards to fiscal cliffs, debt ceilings and pension reform. If these issues had been dealt with in an intelligent and responsible manner when they first arose, there’s no doubt they wouldn’t have become the gargantuan crises they are now.

We cannot permit the decision makers to take the politically expedient route any longer. We certainly must not allow them to take the easy way out by shifting the brunt of the load onto the already overburdened backs of working class families. Make sure you let your representatives know you’re watching and their future employment depends on them making the right choices now, not later.

With that being said, it is once again time for the Illinois General Assembly to consider changes to the Illinois State Code that regulates our industry or what we commonly refer to as the Telecom Rewrite. What we absolutely need from our members is a strong unified voice to back your Union’s position.

You have heard time and again from me, “What’s gained at the bargaining table can be lost legislatively with the stroke of a pen.” The Telecom Rewrite is the quintessential example. We need you to contact your legislators and let them know quality communications in Illinois depends on the highly skilled unionized jobs we perform for our customers in Illinois. If politicians make changes to the Illinois Telecommunications Act those changes must protect these jobs. More information on the Rewrite can be found on the Local’s website.

While working on post-election research I discovered a very interesting item. Did you know that percentage-wise, the largest work title group who contribute to the Committee on Political Education (C.O.P.E.) through voluntary payroll deductions are the AT&T Premise Technicians? I think that’s awesome but I’d like to issue a challenge to the rest of our membership to take their game to the next level.

With the exception of a few municipal elections in April, there’s not much happening election-wise until 2014. We need to take advantage of this lull to replenish our Political Action Committee accounts so we are ready for the next election cycle. Contact your Chief Steward or Business Representative or call me directly in the Union Office: (630) 960-4466 ext. 353 and I will get the forms out to you. I apologize for “shaking my tin cup” publicly in Frontline, but it is absolutely necessary in order for us to be successful when fighting for political, social and economic justice for working people.

If you aren’t signed up for e-mail or text activist alerts please do so ASAP! Visit our Local’s website ibew21.org to find out how, it’s as easy as click and send. Thank you, take care and GOD Bless!

Rock Island Members Sue Cole, Diane Marshall, Tracy Hugaert and Kellie Kernan attend a contract overview meeting.
By Dave Webster – Business Representative

What Happens is Up to You!

I’ve lived most of my adult life in the 20th century. For me, even saying twenty-thirteen seems futuristic. Lots of things have changed since I started working for the phone company.

I remember working as an area steward and thinking my pager was a great tool until I bought my first cell phone. I couldn’t believe how much time it saved. Now I have an iPhone. It’s a tool I will turn around to get if leave without it! Work that used to take hours to complete now only takes minutes. You may be wondering how old I really am; we don’t need to get into all of that but it helps illustrate my point.

Today’s younger workers have grown up with cell phones, computers and newer, greater ways to communicate. In organizing non-union employees we use technology to our every advantage. However, company union busters are also tech savvy. They are getting their anti-union message out quicker and reaching a greater number of workers. We’ll never be able match them when it comes to financial resources. It’s up to us to outsmart them and take full advantage of the best resource we have—You.

As workers we outnumber the union busters by a long shot. As union members we have to stand together and remember who is trying to put their hands in our pockets every time we turn around. Every worker must understand that we all will prosper together or we all will fail together.

To protect ourselves as union workers, we must not allow management to divide and conquer because if we do, our movement will never grow. We often forget who the real enemy is and start to finger point and blame each other. Most workers don’t want to view their employer as the enemy, but as the Corporate Greedsters continually increase their demands while profits skyrocket, what else can we conlude?

It’s all up to you. We can build solidarity together, or we can let management divide us and walk all over us. By getting back to the basics and using all of our tools, we can choose to build a stronger more united union to secure our future or we can choose to do nothing and allow the bosses to divide us and have their way with us.

It’s your decision. Our future is at stake.

CONGRATULATIONS LOCAL 21 RETIREEES

For your name to appear on this page, a retiree gift application must be submitted. Without it, the Frontline editors are unaware of your retirement. You must be a member in good standing for 10 consecutive years preceding your retirement. Stewards can call the union hall to request retiree gift applications.

Stanford Martin Jr  Archie Tiner  Bernice Dawson
Mary Jo Hines  Elton Vining  Thomas Derrico
Timothy Leo  Robert Schendel  Bernard Fuchs
Kathleen Wallace  Mario Romero  Holly Hammel
Stephanie Scallise  Mary Zapel  Allison Hanson
Diane House  Rose Pendleton  Joyce Houston
Dewayne Laux  Tom Mattas  Kim Houston
Delores Whitaker  Colleen Posinger  Beverly Leonard
Joseph Bakos  Daniel Oliva  Rosanne Passarello
Pamela Bryant  Glenn Merrinette  Mikayla Parker
Susan Culp  Vivian Reed  Karen Pickett
Roxanne Newell  Marie Grondfeldt  Kristen Prudhomme
Sherman Brown  Oscar Williams  Angela Rhodes
Karen Ricks  Patricia Shelley
Bethamy Threw
Lena Villamonte
Victoria Voll
Rosemarie Zichmiller
Dina Garcia
Diane Klein
Carmen Barron
Julie Robertson

VISIT US ON THE WEB: WWW.IBEW21.ORG  TEXT: IBEW21 TO 69866  LIKE US ON FACEBOOK!
Get involved—attend an upcoming Union Meeting!

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<td>Park Ridge Veterans Club 10 W. Higgins, Park Ridge, IL 847.825.4588</td>
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<td>Gaelic Park Banquet Hall 6119 W. 147th, Oak Forest, IL 708.687.9323</td>
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<td>American Legion Harwood Post #5 705 S. Larkin, Joliet, IL 815.725.4333</td>
<td>IBEW Local #145 1700 52nd Ave., Suite A, Moline, IL 309.736.4239</td>
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AT&T Contract Ratification
Votes Due Back into the IBEW Local 21 Union Hall by 10am Monday, May 6, 2013