

## **CALL SAMPLING**

(Except Large Business, CPE, *Consumer Services, Finance, Operator Services* and *Small Business Services*)

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, development and evaluation of employees, the identification of customer needs and to evaluate products and service.

### **Individual Call Sampling**

Individual call sampling will not be used to harass an individual or group of employees, nor will it be used to create an atmosphere of pressure in the work environment. In departments where such sampling is conducted, trained Company management observers will perform it. When individual call sampling, defined as sampling which targets or is directed at a specific employee, takes place, employees will be given prior notification the day sampling occurs. Each employee will have the option of side-by-side or remote call sampling. All remote, individual call sampling will be taken from within the general work area, defined as the same building, of the employee being observed and a light turned on when individual, remote call sampling is being conducted.

Feedback of all calls sampled will be provided to the employee by the end of the day in which the calls were observed, unless prevented by employee initiated absence. Such feedback should be constructive, with emphasis on the positive aspects of the employee's performance. Feedback may be conducted away from the employee's workstation. Any time the feedback discussion is expected to include information which may require extensive dialog between the observer and the employee, arrangements should be made to conduct the feedback away from the employee's workstation. In addition, employees may request that feedback be given in a remote location.

## **Process Call Sampling**

Process call sampling, defined as any sampling other than individual call sampling, may be done from remote locations. Since process call sampling is not employee specific, the notification and remote/side-by-side option associated with individual call sampling will not be provided. Employees will not be evaluated or appraised on process call samplings.

Results of process call samples will normally only be provided at the work unit level except for gross customer abuse, fraud, and violation of secrecy of communications. Employees may request individual feedback, if available, by advising their supervisor. The Company shall remove any details which would allow identification of individual employees from official observing reports.

Employees will not be disciplined as a result of process call sampling on the 1st occurrence. If, within 18 months, subsequent incidents of gross customer abuse, fraud, or violation of secrecy of communications are observed and the employee can be identified, it will be formally documented and action taken if warranted.

The Company will continue to comply with any applicable laws regarding service monitoring or observation.

## **General**

Personal calls made on either telephones provided for personal use of employees or at employees' workstations will not be subject to supervisory observing. This is not to be construed as influencing present or future practices as to the making of such calls from employees' workstations. Speaker phones will be prohibited. Test calls will be for diagnostic purposes only.

This agreement does not restrict the Union's right of representation, including the processing of grievances and engaging in arbitration.

**MEMORANDUM OF AGREEMENT  
CLOSED KEY TIME**

***Consumer Services, Finance and Small Business Services***

*This agreement between the Communications Workers of America (CWA) and BellSouth Telecommunications, Inc. (BST) outlines the understanding reached by the parties related to closed key time. The agreement is as follows:*

**Purpose:**

*The Company recognizes the importance of providing closed time to Collections Representatives, Sales Associates, and Service Representatives for the purpose of staying current on changes in practices and procedures, development, customer follow-up and/or service order correction.*

**How:**

*The Company agrees to provide closed key time to each employee as follows:*

- *One hour of closed key time per week in Small Business Services & Finance's Collections Centers (handling accounts receivables for Consumer & Small Business customers)*
- *Fifteen (15) minutes of closed key time per day in Consumer Services*

**Affected Organizations:**

*BST – Consumer Services, Finance and Small Business Services*

**Affected Titles:**

*Collections Representative, WS18 (handling accounts receivables for Consumer & Small Business customers); Sales Associate, WS27; and Service Representative, WS23 (in Consumer Services and Small Business Services)*

**Guidelines:**

- *Excludes Mondays, Holidays and the day after a Holiday*
- *Used for business purposes such as catching up on email, reviewing job aids or other training or reference material, reviewing results, reviewing A&R, finish and/or correct service orders*
- *Can only be used in the scheduled or designated time period*
- *Be guaranteed but optional for all employees*
- *Does not include formal training time or meeting time*
- *Does not include outbound calling*
- *Cannot be saved or carried over from week to week or day to day*
- *Does not constitute a break*
- *Management will designate the work to be performed when closed time is allotted*
- *In the event of major incidents impacting our call volumes or ability to serve the public, closed key time may be suspended.*

**Duration:**

*This Memorandum of Agreement is for the life of the 2004 BST Working Agreement.*

*For The Union*

*Beverly A. Hicks  
Administrative Assistant  
CWA/District 3*

*For The Company*

*Geoffrey S. Cazes  
Director  
Labor Relations*

## **CONTINUOUS BARGAINING COMMITTEE**

The parties agree to maintain the Continuous Bargaining Committee for the duration of this agreement. This committee will build on the structure and joint problem solving methods used in prior sessions. It will meet as needed, by mutual agreement.

The committee will be comprised of six regular members, three Company and three Union, chaired by the respective collective bargaining agents. If mutually agreed, both the Company and the Union may select up to an additional three members in order to best resolve the issues at hand. The Continuous Bargaining Committee may discuss any topic that is a subject of collective bargaining. The parties agree, however, that modifications to the Working Agreement will require the normal method of implementing the changes through Memoranda of Agreement or through ratification. By way of example, such topics could include:

- Issues identified but not resolved during previous formal contract negotiations
- Issues that need to be addressed before the next scheduled contract negotiations
- Proposals from employee participative groups that require negotiation of an agreement
- Establishment of joint task forces, as needed, to develop mutual solutions

The parties affirm that the Continuous Bargaining Committee will conduct its meetings to solve problems and will promote continual improvement in collective bargaining.

## EASY TIME

### ***Consumer Services and Consumer Collections in Finance***

This agreement between the Communications Workers of America (CWA) and BellSouth Telecommunications (BST) outlines the understanding reached by the parties in regard to the implementation of Easy Time (ET).

This agreement allows the ET plan to cover all Service Representatives, Sales Associates and Office Assistants in ***Consumer and Consumer Collections Representatives and Consumer Collections Office Assistants in Finance.***

#### Purpose of Easy Time:

Provide employees with greater flexibility and control of time off needed as a result of personal and/or family obligations.

#### Guidelines:

- Fifteen-minute increments of time, up to two full vacation days, are available to employees for personal and/or family obligations.
- ***Only one vacation day may be utilized as Easy Time during the first quarter of the calendar year.***
- An increment may be taken provided not more than 25% of the work group has already been granted time off. In the event more than 25% of the work group is scheduled off, then the time may be granted consistent with the needs of the business.
- Employee will advise supervisor or in-charge personnel that ET is needed. No justification is required.
- Holidays, ***the day following a Holiday, Saturdays*** and Mondays are not available for ET use.

- ET can be used after the fact, but the employee MUST notify the supervisor or in-charge personnel during the first session of the scheduled tour and the 25% rule will still apply.
- ET is not an option available for use for the employee's personal illness.
- Employees will be required to identify the scheduled vacation day from which ET will be deducted. Once a whole day is broken with ET, that day must be used in its entirety before another day is broken.
- ET cannot be denied (except for the limits of the 25% rule) and no reason has to be given by the employee for ET. Other time off could be denied due to service requirements, while ET was granted. If other time off is unavailable, the request can be changed to ET and may be granted subject to the 25% rule.

Omission:

The parties have attempted to include all issues associated with the Easy Time (ET) program. To the extent a situation arises that was not contemplated by the parties, it is agreed to initiate discussion at the Executive Level in an effort to resolve such matters.

Duration:

Easy Time will continue for the life of the *2004* Working Agreement.

## **FAST TRACK PROGRAM**

TO: Beverly A. Hicks  
Administrative Assistant

The Company and the Union recognize the need to prepare for future skill needs in order to maintain our competitive edge in the marketplace. Through a fast track program, future as well as current skill needs can be developed with a combination of on the job training and related classroom instruction in which employees learn the practical and theoretical aspects of a highly skilled craft.

The program will be developed for both internal and external candidates and will be governed by a joint oversight committee.

Recognizing the need for trials to ensure a successful program, the parties agree to jointly develop parameters prior to implementation.

The Company and the Union agree that the fast track program will not be used as means to fill normal vacancies within any Department. Internal candidates will be selected through current contract selection procedures and their participation in the program is viewed by both the Company and the Union as a key component in the success of this program.

Terms and conditions of this program are to be jointly agreed to by both parties before implementation.

Michael L. Matthews  
Executive Director  
Labor Relations

### **JOB REVIEW COMMITTEE**

It is hereby agreed that the Joint Job Review Committee will be continued during the term of the *2004* Working Agreement. The purpose of this committee is to examine jobs identified by the parties to determine their appropriate placement within or outside the bargaining unit.

## **JOINT STAFFING SYSTEM REVIEW COMMITTEE**

A Joint Staffing System Review Committee, answering to the Operations Board, will operate until December 31, **2005**. *The focus of this committee will be to provide an orderly and efficient transition to the mechanization of the SIPP process as well as:*

- Monitor the ongoing operation of the system
- Address concerns raised by the clients of the system
- Analyze overall results of the system and recommend enhancements as appropriate

**MEMORANDUM OF AGREEMENT  
INCENTIVE AND JOINT TRIAL COMPENSATION PLANS**

Recognizing the need to gain experience with innovative incentive/compensation plans, it is agreed that during the life of the **2004** Working Agreement, new incentive and compensation plans may be developed and trialed by the Company with the Union's participation in development and implementation. At the Bargaining level of the Company, periodic meetings will be held with the Union to review progress of the trials. The parties recognize that any permanent changes in incentive/compensation plans must be bargained and agreed to by the Company and the Union.

Examples of Trial Compensation Plans to be explored include, but are not limited to, the following areas:

- Employee Tool Ownership
- Group Incentives
- Group Awards

In all trial locations, no employee shall suffer any loss of pay while participating in a trial. Furthermore, employees will not be disciplined solely because of failure to meet the objectives of the trial.

For The Union

Beverly A. Hicks  
Administrative Assistant  
CWA/District 3

For The Company

***Geoffrey S. Cazes***  
Director  
Labor Relations

## MARKETING

The Company and the Union recognize that our mutual success is determined by our position in an increasingly competitive marketplace. The parties understand the need for the Company to be a market leader in today's competitive environment. We agree to join with each other to grow revenues while providing the highest quality of customer service and to promote and support Company product and service offerings to the fullest extent possible.

- A. In no event will any employee's sales results be used to adversely affect consideration given that employee for possible transfer or promotion to jobs in which selling is not fundamentally involved.
- B. Grievances arising under the provisions of this Appendix will be subject to the full grievance and arbitration procedure set forth in the Agreement.
- C. It is recognized that sales results may vary according to sales ability, training, and opportunity, therefore, results secured by employees who do not have selling as a fundamental part of their job duties, will not affect their conditions of employment.

**MEMORANDUM OF AGREEMENT**  
**OPERATIONS BOARD**

Due to the competitive and rapidly changing business environment in which BellSouth Telecommunications and BellSouth Corporation operate, the parties recognize the continuing need for jointly addressing matters of mutual importance and providing timely responses at the highest levels. Accordingly, the parties do hereby agree to the continuation of the Operations Board for the purpose of establishing joint committees, providing direction, guidance and coordination in such areas as joint trials and other issues addressed in the Job Review Committee, Technology Change Committee, Continuous Bargaining Committee, *Organizational Boards, Local Governance Partnerships*, Occupational Safety and Health Committee, Joint Health Care Cost Containment Committee, Operator Services Committee, Service Representative Forums, Network/Utilities Committee and others as appropriate. The parties agree to the following parameters concerning the functioning of the Board:

1. The Board will be comprised of 6 members from the Union and 6 members from the Companies. Company membership will consist of representatives from the Human Resources organizations of BellSouth Telecommunications and BellSouth Corporation, as well as representatives from the Network and Customer Markets Units. Appointments of specific individuals to serve on the Board will be made by the Union and Companies respectively.
2. The Board will meet at least quarterly, but may be convened more frequently at the initiative of either party if mutually agreeable. Reasonable expenses incurred by Union Board members will be reimbursed by the Companies. Furthermore, active employees serving on the Board will suffer no loss of regular pay for time spent attending Board meetings.

3. The parties may request additional members to attend quarterly meetings as necessary. Additional Union members' expenses and wages will be paid as agreed to by the Board on an individual basis.
4. As appropriate and when mutually agreed to, the Board may establish ongoing joint subcommittees, ad hoc committees, etc., for the purpose of addressing areas of concern that may warrant joint action in specific areas such as safety, quality, technology change, etc., or within a particular organization or locality as deemed necessary. The Board's exercise of direction, guidance and coordination of these subcommittees will include, but is not limited to, the following:

Define a charter, including:

- subcommittee purpose and objective
- membership composition
- frequency of meetings
- handling of time and expenses
- expiration date of committee, with right to extend as necessary

**OPERATOR SERVICES**

**CONSUMER SERVICES**

Dear Ms. Hicks:

The Company recognizes the desirability of ongoing joint dialogue in Operator Services and Consumer Services organizations.

It is, therefore, in the best interest of both the Company and the Union that forums function under the direction of the Operations Board.

Michael L. Matthews  
Executive Director  
Labor Relations

## **OVERTIME FOR CALL CENTERS**

***(Collections Representatives, Operators, Service Representatives,  
and Sales Associates in Consumer Services, Finance,  
Operator Services, and Small Business Services)***

The Company and the Union agree that it is in the best interests of the parties to commit to certain provisions that will improve the overtime situation. Therefore, the Company and the Union agree to the following in order to address the issues of forced overtime.

- When overtime is necessary, volunteers will be solicited prior to forcing overtime.
- Service conditions may, at times, necessitate involuntary overtime assignments.
- No employee will be required to work more than 2 consecutive 6th days without his/her consent.
- Employees will not be forced to work more than 49 hours in a work week.
- Employees will provide written notification to the Company regarding their preferences for overtime assignments.
- Each employee will complete and present to his/her supervisor a form, designated by the Company, indicating whether he/she desires to work the following types of overtime assignments:
  1. Connecting overtime
  2. Non-scheduled, non-connecting overtime (call-outs)
  3. 6th day (up to 2 consecutive weeks)
  4. 6th day (more than 2 consecutive weeks)
  5. No voluntary overtime

- Overtime will be assigned on the following basis until overtime requirements are satisfied:
  1. Connecting overtime will first be offered to on-duty employees (or those present but not yet on duty) who have expressed a desire for connecting overtime in inverse order of appearance on the *posted* overtime report.
  2. Employees not on duty who have expressed a preference for non-scheduled, non-connecting overtime:
    - will be offered the assignment *if the overtime is equal to or greater than 3 hours*
    - *may be offered the assignment if the overtime is less than 3 hours*in inverse order of appearance on the *posted* overtime report.
  3. On-duty employees will be assigned connecting overtime in inverse order of seniority regardless of preference.
  4. Off-duty employees will be assigned non-scheduled, non-connecting overtime in inverse order of seniority regardless of preference.

Preferences will remain in effect until changed by the employee. Employees will have the right to change their preference forms once per week.

***Employees who are on vacation for one or more full weeks will be considered as unavailable beginning with Sunday of the first week and ending with Saturday of the last week. Employees who are on vacation for less than a week will be considered as unavailable on the day(s) they are on vacation.***

## **OVERTIME TRIALS**

During 2001 bargaining, the Company and the Union discussed numerous issues related to overtime. Both parties agree that it is in their best interest to improve the administration of overtime. Accordingly, the Company and the Union agree to nurture innovative grassroots efforts that encourage simplification and easier administration of overtime. Prior to any trial being implemented, the parties at the Executive Level must agree on the trial parameters. Furthermore, agreement on such trials must be reached between the Local President and the Operations Manager prior to implementation.

During the trials, the pay provisions of the Working Agreement will not be altered. Recommendations resulting from such trials will be discussed by the Operations Board.

### **SERVICE OBSERVING**

*(Consumer Services, Finance and Small Business Services)*

*Service observing, 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 observed to assist in the training and development of employees, the identification of customer needs and to evaluate products and service.*

*Service observing will be used for non-evaluative purposes. It will not be used to harass an individual or group of employees, nor will it be used to create an atmosphere of pressure in the work environment. Feedback of all calls observed will be provided to the employee by the end of the next business day, unless prevented by employee-initiated absence. Supervisors will provide developmental feedback on no more than twenty-five (25) remote observations monthly for any individual employee. Such feedback will be constructive with emphasis on the positive aspects of the employee's performance. Feedback may be conducted away from the employee's workstation. Any time the feedback discussion is expected to include information which may require extensive dialog between the observer and the employee, arrangements should be made to conduct the feedback away from the employee's workstation.*

*When service observing uncovers any incident of gross customer abuse, fraud, non-compliance with any applicable legal or regulatory requirements, or violation of secrecy of communications, action may result. Employees will not be disciplined for customer abuse, non-compliance with any applicable legal or regulatory requirements or violation of secrecy of communications on the first occurrence. If action is taken as a result of remote service observing, appropriate documentation of the incident is necessary to support the action administered.*

***General***

***The Company will comply with any applicable laws regarding service observing.***

***Personal calls made on either telephones provided for personal use of employees or at employee's workstation will not be subject to supervisory observing. This is not to be construed as influencing present or future practices as to the making of such calls from employees' workstations.***

***This agreement does not restrict the Union's right of representation, including the processing of grievances and engaging in arbitration.***

## SERVICE REQUIREMENTS

Dear Ms. Hicks:

During 2001 bargaining, the CWA expressed concern that some managers continue to use the term "service requirements" in administering various sections of the Working Agreement. The CWA felt that some managers were too restrictive in scheduling and granting time off and were incorrectly using service requirements as the reason. The Company and the CWA also discussed the need to continue to provide our customers with excellent service and are fully aware that good customer service is an important competitive advantage to our Company.

The Company recognizes the need for our managers to exercise "service requirements" in a spirit of good faith. While service to our customers is more important than ever, we must carefully consider the needs of our employees and the economical operation of the business before invoking "service requirements".

Michael L. Matthews  
Executive Director  
Labor Relations

### **SIMPLIFIED CONTRACT LANGUAGE**

The Company and the Union agree that many provisions of the current Working Agreement are confusing and difficult to interpret. Therefore, we agree that during the life of this Agreement we will initiate an effort to simplify the language in such a manner as not to change the intent and meaning of any provision. Any recommended changes will be submitted to the Continuous Bargaining Committee for consideration.

## **TEAM LEADER**

### **Customer Markets and Consumer and Small Business Collections in Finance**

The Company recognizes the need to improve and leverage knowledge of our highly skilled employees. A Team Leader position in Customer Markets will address this need and may be used to fill this existing gap.

*The Team Leader role is not intended to replace a supervisor or anyone in a relieving supervisory role.* Team Leaders will have, but not be limited to, the following responsibilities:

- *Handles* questions from peers *within the employee's* work group or work unit
- *Handles escalations and takeovers as appropriate for all employees*
- *Handles* inter / intra departmental calls
- *Conducts* Team Meetings
- *Conducts* Training
- *Conducts* "Peer" Coaching / Development (non-evaluative)
- *Performs* normal duties of employee's position *for no less than 10% of monthly hours worked to help maintain employee's high skill level*

Team Leaders will NOT have responsibility for evaluative observations, creating entries in personnel records or disciplinary actions.

Selection of Team Leaders will be based on the following criteria:

- Senior qualified, rotated within the team between qualified employees
- Meets / Exceeds all performance objectives
- Satisfactory attendance

- No other disciplinary action
- Satisfactory completion of Team Leader Training Class
- Satisfactory competency ratings on:
  - Communication skills
  - Customer contact skills
  - Problem solving skills
  - Interpersonal skills
  - Technical skills
  - Current *on-line systems*

The position will receive a differential of **10%** above their basic daily wage rate for providing team level support. Team Leaders will assume their team's objectives -not an individual objective- for the duration of their assignment. Assignments will be for a minimum of 30 days not to exceed 12 months.

## **TELECOMMUTING**

The Company and the Union recognize the challenge that each employee faces as workplace demands, career objectives, family needs and personal goals compete for time and attention. Telecommuting is a possible resource to help meet those challenges as well as addressing environmental concerns. In addition, telecommuting affords the Company the opportunity to demonstrate to its current and potential customers the benefits of adopting new and evolving technologies, including remote worker applications.

Telecommuting is an alternative work arrangement that may provide increased flexibility where work content does not require that a particular job function be done totally at a specific job site. The criteria for telecommuting will be developed by the Company and the Union at the Executive Level prior to implementation.

The selections of employees who volunteer for telecommuting opportunities will be by seniority if all criteria qualifications are equal and the necessary qualifications of the individuals are equal. Employees or the Company may opt out of a telecommuting work arrangement after 30 days or immediately in emergency situations.

## UNIFORM PROGRAM

The Company and the Union recognize the importance of our employees presenting a professional image to our customers and the general public. In order to assure consistency in dress and present a professional image, the Company and the Union agree to the following uniform policy.

Employees in the following titles are covered by these provisions of the program:

Digital Technician

*\*Electronic Technician*

Facility Technician

Facility Technician's Helper

Material Service Coordinator

Outside Plant Technician

Services Technician

Switching Equipment Installation Technician

Switching Equipment Technician

Wire Technician

All Customer Visible Employees in CPE except  
Service Consultants

*\*The Electronic Technician title listed above applies  
only to non-center positions.*

- Employees in these titles new to the program will be provided an initial vendor credit of **\$426.75** to purchase uniforms from an approved catalog.
- Employees in these titles will receive a vendor cost increase adjustment credit as necessary.
- An annual credit of **\$186.70** will be provided to program participants.

Employees in the following titles are covered by these provisions of the program:

Electronic Technician

Testing Technician

- *Center ET and TT employees may opt out of the Uniform Program during an annual opt out period.*
- Employees in these titles will receive a vendor cost increase adjustment credit as necessary.
- An annual credit of **\$166.35** will be provided to program participants.

For all titles in the program, unused balances may be carried over from one year to the next.

Additional uniform items may be purchased from the catalog at discounted prices at the employee's expense.

Employees in the above titles will wear the approved uniforms while on Company business. Individual exceptions to the Company's uniform policy may be allowed on a daily case-by-case basis with prior supervisory approval.

The Company shall provide shorts as an option for employee selection, except for CPE. Both the Company and the Union recognize that Company safety rules and obligations will not be lessened in any degree to accommodate employee wearing of the shorts.

The Company and the Union understand that the Union logo will be placed on the opposite chest from the Company logo and be the same size as the Company logo. An approved CWA logo will be placed on the uniform shirt and outerwear by the vendor. Clothing needing replacement as a result of work related damage will be the responsibility of the Company. Additionally, both parties understand that employees will not suffer any financial risk due to a change in vendor or increases in clothing costs.

The Company and the Union are committed to working together on the Uniform Program and to discussing problems of mutual concern.