

**AGREEMENT**  
**between**  
**COMMUNICATIONS WORKERS OF AMERICA**  
**and**  
**BELLSOUTH TELECOMMUNICATIONS**

This Agreement, made this *8th* day of August, *2004*, by and between Communications Workers of America, herein called Union, and the BellSouth Telecommunications herein called Company:

The parties agree that the Company hereby continues its recognition of the Union, for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment, as the exclusive bargaining representative of all employees of the Company except for supervisors and professional employees as defined in the National Labor Relations Act as amended, and employees regularly performing confidential labor relations duties. The jobs presently within these non-represented categories are listed in a Memorandum of Agreement between the parties dated the 10th day of August, 1986.

As a result of collective bargaining, the parties hereby covenant and agree that the following provisions shall remain unchanged and govern their relationship for the duration of this labor agreement.

**ARTICLE 1**  
**DEFINITIONS**

**1.01 Basic Rates, Wages, Pay.**

The rate of pay, exclusive of all differential or extra payments, as shown in Wage Scales, Appendix B.

**1.02 Calendar Week.**

A consecutive period of 7 days, the first day of which is Sunday.

**1.03 Call-Out.**

A call of an employee to perform non-scheduled work for the Company.

- A. If the time worked immediately follows and connects (as defined in 1.04) with regularly scheduled time, it shall not be considered a call-out.
- B. If the time worked immediately precedes and connects (as defined in 1.04) with regularly scheduled time and starts at or after 7:00 A.M., it shall not be considered a call-out.
- C. If the time worked starts before 7:00 A.M., and falls entirely within the hour which immediately precedes the regularly scheduled starting time, it shall not be considered a call-out.
- D. "Remote" callout is a call to an employee to perform non-scheduled work that may require testing, diagnosing and clearing a trouble in a system or equipment with remote access capability but does not result in an on-site job visit.

**1.04 Connecting Work.**

Any overtime work which connects with the beginning or end of scheduled time. If the employee requests and receives time off for a relief or meal period between the scheduled time and the overtime period, such break shall not change the connecting nature of such work (see 3.08C).

**1.05 Dedicated Employee. (CPE only)**

The term dedicated employee shall mean those instances in which a customer has contracted for an employee. Selection of dedicated employees will be made in seniority order from the pool of qualified available employees.

**1.06 Double Time Rate, Pay.**

Double time rate of pay is 2 times the basic rate of pay plus such other differential increment as required under the terms of the Fair Labor Standards Act in effect on the date of this Agreement.

**1.07 Entity.**

*For purposes of force movement, an entity is defined as BellSouth Telecommunications, Inc., BellSouth Corporation-Headquarters, BellSouth Advertising & Publishing Corporation, BellSouth Billing, Inc., BellSouth Affiliate Services Corporation, BellSouth Long Distance, Inc., Utility Operations, BellSouth.Net, and National Directory and Customer Assistance.*

**1.08 Evening and Night Differentials.**

Payments as provided for in 4.07 and shown in the Table in 3.07, made to employees who work tours which fall wholly or partly within the period 7:00 P.M. to 7:00 A.M. NOTE: No evening or night differentials apply to tours which begin at 7:00 A.M. or later, and end at or before 7:00 P.M.

**1.09 Full-Time Employee.**

An employee engaged to work a full-time or normal work week.

**1.10 Gender.**

The use of the masculine or feminine gender in this Agreement shall be construed as including both genders and not as a sex limitation.

**1.11 Headquarters Exchange, Location, Town.**

An exchange, location or town designated by the Company as being the place of employment for an employee and on which location the employee's basic wage rate is established. All new geographic areas established as exchanges for basic wage rates or all other Agreement purposes are subject to notice and bargaining requirements of Article 15.

**1.12 Holiday Work.**

Any work which begins on an authorized holiday.

**1.13 Non-Scheduled Day.**

A day on which an employee is not assigned or scheduled to work.

**1.14 Normal Work Day (Tour).**

A normal work day is any of the tours shown in 3.07.

**1.15 Normal Work Week.**

A normal work week shall consist of the first 5 tours, or their equivalent in tours and part tours, worked in a calendar week.

**1.16 Occasional Employee.**

An occasional employee is one who is engaged on a daily basis for a period of not more than 3 consecutive weeks, or for a cumulative total of not more than 30 days, in any calendar year, regardless of the length of the daily or weekly assignments. An occasional employee who actually works or is engaged to work in excess of 3 consecutive weeks or 30 days in a calendar year shall be reclassified as a regular or temporary, full-time or part-time employee as appropriate. An occasional employee is an employee only on the day(s) such employee works.

**1.17 Organizational Unit.**

For purposes of force adjustment, an organizational unit is defined as one of the following: (1) Consumer Services, (2) Finance, (3) Interconnection, (4) Operator Services, (5) Network, (6) Organization Support (includes Human Resources, Regulatory, External Affairs, Executive, Security, Strategic Management, Auditing), (7) Supply Chain Management, (8) Small Business Services, (9) Large Business Services, and (10) CPE.

These designations are for the life of this Working Agreement unless otherwise negotiated at the Bargaining Level. If an employee is transferred at the Company's instance from one organizational unit to another after the effective date of this Agreement and there is a subsequent force adjustment in either the old or the new organizational unit, the employee will be grouped back with his/her previous organizational unit providing he/she is performing the same basic job duties as he/she performed in the previous organization.

**1.18 Overtime Rate, Pay.**

Overtime rate of pay is 1-1/2 times the basic rate of pay plus such other differential increment as required under the terms of the Fair Labor Standards Act in effect on the date of this Agreement.

**1.19 Part-Time Employee (Regular or Temporary).**

A part-time employee is one who is employed and normally scheduled to work less hours per average month than a comparable full-time employee in the same job title, classification and work group working the same normal daily tour.

**1.20 Part Tour.**

A work assignment of less length than the normal tour or work day.

**1.21 Premium Pay.**

Pay at the overtime rates or pay for non-overtime work at hourly rates equal to or in excess of the overtime rate.

**1.22 Promotions.**

Reassignment to a job having a higher top basic weekly rate, or to a higher-rated job having no established top rate. The top basic rates on Zone A/Wage Area 1 wage scale shall be used in determining if a promotion is involved. Transfer from a lower-rated to a higher-rated exchange/wage area where the job classification or work assignment is not changed is not a promotion. Reassignment to a different job having the same top basic weekly rate is not a promotion.

**1.23 Regular Employee.**

One whose employment is reasonably expected to continue for more than one year, except those classed as occasional, temporary or term employees.

**1.24 Regular Rates, Wages, Pay.**

Basic pay plus any differential pay for work on evening and night tours as provided for in 4.07 and shown in Table A in 3.07. No

overtime or extra pay other than evening or night differential is included in regular pay.

**1.25 Scheduled Hours.**

Hours falling within an employee's scheduled tour.

**1.26 Scheduled Tour.**

Any of the tours which are officially posted on the weekly work schedule for a particular employee.

**1.27 Seniority.**

A. Length of continuous BellSouth service or service from another Company as required by applicable law(s) accrued from the date an employee actually begins work if the employee has been continuously engaged or the service accrued in the case of an employee who has not been continuously engaged.

B. Bridging. When a former employee is rehired by the Company, he/she shall be given credit for the former service as follows:

1. When the break in service has been less than 6 calendar months, the former service shall be bridged immediately and the seniority date adjusted accordingly.
2. When the break in service has been 6 calendar months or more, the former service shall be bridged after 3 continuous years of service, and the seniority date adjusted accordingly.

C. Part-time employees hired on or after January 1, 1990 and full-time employees hired after January 1, 1990 who are subsequently reclassified to part-time will accrue seniority on a prorated basis. Such proration shall be determined by the number of hours worked per week as a percent of 37.5 hours. Full-time employees on the payroll as of December 31, 1989 who are subsequently reclassified to part-time and part-time employees hired prior to January 1, 1990 will accrue seniority as if they were full-time employees. Additionally, part-time

employees shall be eligible for coverage in all benefit plans in accordance with 19.02.

- D. In applying any of the provisions of this Agreement, in any case where 2 or more employees' seniority is equal, they shall rotate as the senior employee in the choice of tours, vacations, etc.

### **1.28 Service Requirements.**

Whenever used in this Agreement, "Service Requirements" means such Service Requirements as determined by the Company, but such determination shall be subject to the grievance procedure set forth in Article 21, and a charge of bad faith or arbitrary action shall be subject to the arbitration procedure set out in Article 23. (See Appendix C, Part XV.)

### **1.29 Session.**

One of the 2 parts into which a tour is divided (or assumed to be divided when the nature of the employee's assignment requires constant attention on duty). A session will not be less than 3 hours, except under 3.03K1.

### **1.30 Split Tour.**

A normal tour where the time interval between the end of the first session and the beginning of the second session is more than one hour. The total time between the beginning of the first session and ending of the second session will not exceed 13 hours.

### **1.31 Sunday Work.**

Any work which begins on a Sunday (see 1.35).

### **1.32 Technological/Operational Efficiency Displacements.**

Any regular employee shall be considered displaced by an improvement in operational efficiency when his/her services shall no longer be required as a result of a change in plant or equipment, a change in a method of operation, or other internal change diminishing the total number of employees formerly required to supply the same service to the Company or its

subscribers. The term shall not include layoffs caused by external forces.

**1.33 Temporary and Term Employees.**

Temporary Employee - One whose term of employment is intended to last more than 3 weeks, but ordinarily not more than 12 months, except that in instances of technological change not to exceed 18 months. A temporary employee that has reached the 12-month temporary employment period will not be re-hired as a temporary employee to perform essentially the same type work in the same department, title, and exchange/WRA for at least 90 days. If a temporary employee works beyond the 12-month period, a regular job vacancy will be submitted.

The Company will not work complete a temporary employee as a means to avoid benefit cost.

Term Employee - One who is engaged for a specific project involving a period of time of not more than 24 months.

Prior to using term employees, the General Manager involved will provide the following information to the Local CWA President involved:

- Nature of the project
- Expected duration of project
- Estimated number of term employees to be used on the project.

If the time period for term employees exceeds the 24-month duration, the General Manager involved will discuss with the CWA Local President the issues involved and the expected completion date.

Under normal conditions, term employees will only be utilized on project work.

The number of temporary and term employees is not intended to exceed 10% of the total represented employee population. If the Company identifies a need to exceed the cap, the issue will be resolved through the continuous bargaining process.

The Company will provide to the CWA State Representatives a quarterly report of all temporary and term employees on the payroll. This will include name, hire date, seniority date, expected term of employment, work location and title.

#### **1.34 Wage Length of Service (Wage Experience Credit).**

Period credited to an employee in the application of the wage schedule for his/her job classification. Generally, the wage length of service of an employee whose entire service has been continuously in the same job will be his/her total length of service. If one is employed at a starting rate higher than the normal starting rate on account of previous telephone or other experience or special training, the wage length of service will include such credit as is given at the time of employment or re-employment, plus service accumulated thereafter. In paid absence cases under the "Short Term Disability Plan," only the first month of such absence is included in computing wage experience credit, except that employees absent as a result of, and who receive payments for, accidents arising out of, and in the course of, employment shall accumulate wage experience credit during the time of such absence and payment.

#### **1.35 Work Day.**

The period of time between 12:00 midnight preceding and 12:00 midnight ending any day. Any tour or call-out is a part of the work day on which such tour or call-out begins. Any connecting time which precedes a tour is a part of the work day on which the connecting time begins. Any connecting time which follows a tour is a part of the work day on which the tour begins, even though such connecting time continues until the beginning of a subsequent tour. Pay for work which starts at or after 12:00 midnight preceding the day and before midnight ending the day shall be at the rate prescribed for that day.

#### **1.36 Work Group.**

A group of employees who work under the same first line, or immediate supervisor or Manager-Operator Services, and who

regularly interchange on work assignments and regularly relieve each other.

**1.37 Work Reporting Area. (WRA - CPE only)**

Work Reporting Area is a town or group of towns within a relative commuting area. WRA will be used in applying other appropriate sections of this agreement except for wages. (See Customer Markets Addendum.) All new geographic areas established as WRAs for basic wage rates or all other Agreement purposes are subject to notice and bargaining requirements of Article 15.

**1.38 Work Unit.**

A work unit shall mean all those employees within a given title and department who have a common place of reporting except that employees within a single title performing distinctly different job duties shall not be grouped together.

EXAMPLE: Different groups of Service Technicians having the same place of reporting but who work in different departments, or who are divided into installation and repair forces at a particular place of reporting, will be considered as separate work units in the application of this procedure.

Also, see 9.06 and 12.05C.

**1.39 Working Leader.**

A non-supervisory employee on productive work who coordinates the work activities of a group of workers and who contributes to the training of employees.

**ARTICLE 2  
WAGES**

**2.01 Wage Rates.**

A. Full-Time Employees. The rates of pay and progression wage scales for full-time employees shall be those shown in Appendix B, Part I attached hereto and made a part hereof.