

**ARTICLE 17**  
**UNION FUNCTIONING**

**17.01 Promotions and Transfers of Union Officers.**

- A. The Company agrees that it will not promote or transfer any duly certified local Union representative without the consent of the appropriate CWA representative if such promotion or transfer affects his/her status as a representative of the Union.
- B. The Company shall first discuss the proposed promotion or transfer with the employee and if the employee desires the promotion or transfer, then the Company shall give the appropriate CWA representative not less than 2 weeks written notice of the proposed promotion or transfer and the appropriate CWA representative shall conclusively be presumed to have consented, unless within 2 weeks after receiving such written notification he/she advises the Company in writing that he/she does not consent.
- C. This Section does not apply to temporary transfers; however, elected local Union officers (not to exceed 5) who have local-wide jurisdiction in all departments shall not be transferred involuntarily. If a local has more than 5 officers with local-wide jurisdiction in all departments, the Union at the State Level shall designate to the Company at the State Level the 5 titles covered by this provision.

**17.02 Bulletin Boards.**

- A. The Union shall be permitted adequate space to place bulletin boards on Company property.
- B. Union bulletin boards shall conform with those in use by the Company when in adjacent locations and when not in adjacent locations, they shall conform with the character of the quarters in which they are located.
- C. The number, type and location of Union bulletin boards shall be satisfactory to the appropriate Director of the Company. The name of the Director shall be given, in writing, to the Local President and appropriate State Director of the Union.

- D. All Union bulletin boards shall be plainly designated as Union bulletin boards.
- E. Union bulletin boards shall be furnished, installed and maintained by the Union without cost to the Company.
- F. Union bulletin boards shall be confined to use by the Union for such matters as announcements of Union meetings, social functions, nomination and election of Union officers, information bulletins containing only factual reports of the progress of results of Union-Management negotiations, and such other matters as may be considered as non-controversial and not derogatory of the Company or its personnel.

**17.03 Union Activity on Company Property.**

- A. Neither the Union nor its members shall carry on Union activities on Company time, nor shall such activities occur on Company premises except as set forth in the following subsections:
  - 1. Union members who are also employees may solicit members, distribute Union literature and carry on similar Union organization work outside of working periods in space where no Company operations or administrative work is being performed.
  - 2. Any such solicitation and organization work shall be limited to small groups of employees (not to exceed 8) and shall not be carried on for any considerably continuous period and shall not interfere with the operations of the Company or the use of the space by other employees for the purposes for which the space is intended.
- B. If a certified Union representative is a Company employee on leave, or is a former employee, he/she may exercise the rights to engage in Union activities on Company property outlined in "A" above. The Union agrees to save the Company harmless from any claims for accidental injury or loss occurring to such representatives or their property, while on Company premises.

C. The CWA Representative for the area will be electronically notified and the Local Union President will be notified in writing by the designated Company representative at the same time as the receiving manager when new employees are hired or transferred into their Local. Notification will include the employee's name, work location, report date, and the name of the supervisor to whom the employee reports.

1. The local Union President will arrange with the supervisor designated above to meet with newly-hired or transferred employees as part of the overall orientation process for the purpose of furnishing them with information about the Union. The meeting will be limited to a maximum of 30 minutes and may be coupled with a relief or lunch period. When appropriate for coverage of transferees, group meetings may be arranged. Time spent during the basic scheduled work period for each employee will be paid as time worked.
2. In addition, the Company also agrees to introduce employees transferring into different work groups to the local Union Job Steward assigned to that area.

#### **17.04 Union Activity on Customer Property.**

The Company agrees that it will not discipline an employee for violating any provision of this Agreement solely because he/she refuses to cross an authorized picket line established in connection with a lawful strike by the employees of another employer at premises where such striking employees were working.

#### **17.05 Union Representation.**

At a meeting between the Company and an employee in which discipline (warning to be placed in the personnel file, suspension, demotion or discharge) is to be announced, the Union representative from the employee's work group, if available, may be present if the employee so requests. The Union representative shall suffer no loss of pay for time consumed in such meeting.

**17.06 Pay for Certified Union Representatives.**

Certified Union Representatives in the employ of the Company shall suffer no loss of pay to attend any joint meetings between the parties or with Company officials in any other BellSouth company represented by CWA.

**ARTICLE 18  
RECORDS****18.01 Personnel Records.**

A. All personnel records kept by the Company on an employee which may affect the conditions of such employee's employment shall be subject to his/her inspection. Upon request to his/her supervisor, employees' personnel records shall be made available within ten (10) working days of the request. After such inspection he/she shall have the right to initial and date the record as acknowledgment of having inspected the record on that date.

Upon the development of a grievance condition where necessary to develop pertinent facts having to do with the presentation or resolving of such a grievance, the personnel record of any employee shall be subject to inspection by the Union upon such employee's written consent. In addition, the Company will provide security investigations with any personal identifiable information redacted.

When entries other than those of a routine nature are made to an employee's personnel record which may affect conditions of his/her employment, the employee will be given a copy of the entry. The employee will be given the opportunity to affix his/her signature and date acknowledging that the employee has inspected the entry. The acknowledged entry shall be placed in the employee's personnel record within 7 days from the discussion and does not indicate the employee concurs with the entry.