

- B. A counseling entry that has been on file for a period of six (6) months without any intervening disciplinary action pertaining to the same subject matter will be removed from the employee's personnel record. A warning entry will be removed after 24 months and all remaining entries will be removed after a period of 36 months subject to the preceding criteria. Any related data will also be removed with the entry from the personnel record and should not be taken into consideration in the future.

18.02 General Records.

Records kept by the Company which are pertinent to collective bargaining between the parties as described in 20.02 shall be made available to certified Union Representatives upon request.

**ARTICLE 19
PENSIONS AND BENEFITS**

19.01 Benefit Agreements, Plans and Programs.

In addition to this Agreement the parties have concurrently executed 19 separate agreements either adopting or amending the following Agreements, Plans or Programs:

BellSouth Anticipated Disability Leave of Absence Program

BellSouth Pension Plan

BellSouth Dental Assistance Plan

BellSouth Care of Newborn Children Leave of Absence Program

BellSouth Corporate Interest Leave of Absence Program

BellSouth Dependent Care Leave of Absence Program

Employee Stock Purchase Plan (*Plan will be terminated effective January 1, 2005*)

Employee Mortgage Plan (*Plan will be terminated effective January 1, 2005*)

Family Care Reimbursement Plan

BellSouth Group Life Plan

Health: VEBA Trust

BellSouth Long Term Disability Plan *for Non-Salaried Employees*

BellSouth Medical Assistance Plan

BellSouth Sabbatical Leave of Absence Program for Non-Salaried Employees

BellSouth Savings and Security Plan

BellSouth Short Term Disability Plan

BellSouth Transitional Leave of Absence Program for Non-Salaried Employees

Universal Plus (Group Universal Life Insurance Program)

BellSouth Vision Assistance Plan

The above named Agreements, Plans and Programs are incorporated by reference into this Agreement and become a part of it as though their provisions had been specifically and fully included within this Agreement.

19.02 Benefit Plan Eligibility for Part-Time Employees.

- A. Employees who are hired on or after January 1, 1990, and who work as part-time employees shall, if otherwise eligible under the terms of all benefit plans, be eligible for coverage under the BellSouth Medical Assistance Plan, BellSouth Dental Assistance Plan, and BellSouth Vision Assistance Plan. For the minimum weekly hours for full-time benefits, service credit and cost of coverage shall be prorated based on the number of hours worked as a percent of 37.5 hours.
- B. Death Benefits shall be based on basic pay.
- C. Regular part-time employees who are on the active payroll of the Company as of December 31, 1989, shall be eligible for medical, dental and vision coverage on the same basis as a regular full-time employee regardless of classification.

19.03 Change Limitation.

During the life of this Agreement, no change which will affect the employees within the bargaining unit may be made in the terms of

the existing "Short Term Disability Plan" and the "BellSouth Pension Plan" except as follows:

- A. No change which would reduce or diminish the benefits or privileges provided by the Plans may be made without the agreement of the Union.
- B. No change which would increase or enlarge the benefits or privileges provided by the Plans may be made without notice to the Union and an offer to bargain during the 60 days following such notice. Any claim that 19.03B has been violated shall be subject to arbitration under the provisions of Article 23.

19.04 Grievance Procedure Regarding Benefit Plans.

Nothing herein shall be construed to subject the Plans or their administration to the arbitration procedures of Article 23, but such matters may be subjected to the grievance procedures of Article 21. Likewise, nothing herein shall be construed to require the Company to bargain during the life of this Agreement, upon the request of the Union, on any change in the Plans.

19.05 Employee-Benefits Administration Relationships.

In the administration of the Short Term Disability Plan (STDP), as well as all other Benefit Agreements, Plans and Programs, the parties recognize the absolute necessity for mutual respect and courtesy. All employees and/or their families having occasion to contact the Benefits Administration office in this regard are due the utmost respect, courtesy and prompt response to their needs. Likewise, Benefits Administration personnel in discharging their administrative responsibilities may reasonably expect similar respect, courtesy, and reasonableness from those with whom they deal. Moreover, it is mutually agreed that employees absent on sickness or accident disability and Benefits Administration personnel have a mutual obligation to be available for communication. In fulfilling its responsibilities as described above, the Benefits Administration organization recognizes its responsibility for assuring that employees receive all benefits to which they are entitled, consistent with Plan provisions.