
AGREEMENT
between
COMMUNICATIONS WORKERS OF AMERICA
and
BELLSOUTH ADVERTISING & PUBLISHING
CORPORATION

This Agreement, made this 7th day of August, 2004, by and between Communications Workers of America, herein called Union, and BellSouth Advertising & Publishing Corporation, 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 will remain unchanged and govern their relationship for the duration of this labor agreement.

ARTICLE 1
DEFINITIONS

1.01 Base Loss.

Revenue associated with disconnects, bankruptcies, NYPS supercedures, and adjustments prior to billing lost from a product's previous canvass NISD to the upcoming canvass BOTS normally from the 4217A to the initial 5250 program date.

1.02 Basic Rates, Wages, Pay.

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

1.03 BOTS.

Book On The Street revenue (formerly BSR)

1.04 Calendar Week.

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

1.05 Circuit.

An annualized grouping of directories for Directory Advertising Sales Representatives and permanent categories of work assignments for Directory Telephone Sales Representatives.

1.06 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 will not change the connecting nature of such work.

1.07 Double Time Rate, Pay.

Double time rate of pay is two 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.

1.08 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 Service.

1.09 Evening and Night Differentials.

Payments as provided for in 4.07 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.

1.10 Full-Time Employee.

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

1.11 Gender.

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

1.12 Holiday Work.

Any work which begins on an authorized holiday. (See *1.40.*)

1.13 Location.

Location is defined as the geographic area that corresponds to that primary directory's geographic coverage. The Company will designate the place at which employees are required to report for work within a location. An employee's basic wage rate is established based on the employee's permanent reporting location.

1.14 Lottery.

A method of market distribution for Directory Advertising Sales Representatives, Directory Telephone Sales Representatives, and Telephone Sales Specialty Representatives that provides for an outcome and result that cannot be previously determined or known.

1.15 Needs of the Business.

Whenever used in this Agreement, "needs of the business" means any and all requirements which in the Company determination are necessary to insure meeting the needs of the customer, both internal and external. Such determination will be subject to the grievance procedure set forth in Article 21, and a charge of bad faith or arbitrary action will be subject to the arbitration procedure set out in Article 23.

1.16 Net Credited Service.

(See *1.31*)

1.17 NISD.

Next Issue Service Directory revenue (formerly ASR)

1.18 Non-Scheduled Day.

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

1.19 Normal Work Day (Tour).

A normal work day is a 7 ½ hour tour.

1.20 Normal Work Week.

A normal work week will consist of 37 ½ hours, or five (5) tours.

1.21 Overtime Rate, Pay.

Overtime rate of pay is one and one-half 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.

1.22 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.

1.23 Part Tour.

A work assignment of less than a normal tour (7 ½ hours).

1.24 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.

1.25 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 scale will be used in determining if a promotion is involved. Transfer from a lower-rated to a higher-rated location 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.

1.26 Regular Employee.

One whose employment is reasonably expected to continue for more than one year, except those classified as "temporary" employees.

1.27 Regular Rates, Wages, Pay.

Basic pay plus any differential pay for work on evening and night tours as provided for in 4.07. No overtime or extra pay other than evening or night differential is included in regular pay.

1.28 Sales Close.

Defined as the last day for sales to key activity, also known as the Sales Ad Order Close Date.

1.29 Scheduled Hours.

Hours falling within an employee's scheduled tour.

1.30 Scheduled Tour.

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

1.31 Seniority Date.

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 will 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 will 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 will 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 will 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 will 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 two or more employees' seniority is equal, they will rotate as the senior employee in the choice of tours, vacations, etc.

1.32 Session.

One of the two 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 three hours.

1.33 Sunday Work.

Any work which begins on a Sunday. (See *1.40*)

1.34 Technological/Operational Efficiency Displacements.

Any regular employee will be considered displaced by an improvement in operational efficiency when his/her services will no longer be required as a result of a change in 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 will not include layoffs caused by external forces.

1.35 Temporary Employee.

One whose term of employment is intended to last more than three weeks, but ordinarily not more than nine months, or who is engaged for a specific project involving a period of time of not

more than twelve months, except that in instances of technological change not to exceed twenty four (24) months.

1.36 Temporary Transfer.

See 12.05A.

1.37 Tour.

See *1.19*.

1.38 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 will accumulate wage experience credit during the time of such absence and payment.

1.39 Weekly-Rated Employee.

An employee whose basic rate of pay is established on a weekly basis.

1.40 Work Day.

The period of time between 12:00 midnight preceding and 12:00 midnight ending any day. Any tour is a part of the work day on which such tour 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 work day 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 will be at the rate prescribed for that day.

1.41 Work Group.

A group of employees who work under the same first line, or immediate supervisor, and who regularly interchange on work assignments and regularly relieve each other.

1.42 Work Group Advocate.

Employee or employees designated to perform supervisory or other special work without relieving a supervisor.

1.43 Work Unit.

A work unit will 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 will not be grouped together.

1.44 Zone.

A subset of a directory's geographic coverage area, comprised of multiple zip codes. It is used in geographic market distribution to determine the different sections that will be worked by different Directory Advertising Sales Representatives. DASR's market will be assigned by zone and contain a cross-section of all zip codes within the zone.

**ARTICLE 2
WAGES**

2.01 Wage Rates.

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

B. Part-Time Employees.

1. Except for payment for overtime hours worked, all hours worked by a part-time employee will be paid at the equivalent basic hourly rate for a comparable full-time employee working a normal tour in the same job title,