

**Agreement between**



**COMMUNICATIONS WORKERS  
OF AMERICA**

**and**



BellSouth Telecommunications, Inc.

**for**

**Internet Services**

**EFFECTIVE August 7, 2005**

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**AGREEMENT**  
**Between**  
**COMMUNICATIONS WORKERS OF AMERICA**  
**and**  
***BellSouth Telecommunications, Inc.***  
***for***  
***Internet Services***

This Agreement, made by and between Communications Workers of America, herein called Union, and ***BellSouth Telecommunications, Inc.***, herein called the Company:

The parties agree that the Company recognizes the Union as the exclusive representative of the employees holding the job titles set forth in Appendix A for purposes of collective bargaining with respect to rates of pay, wages, hours and conditions of employment. The parties agree that the employees who are subject to this Agreement constitute a unit appropriate for purposes of collective bargaining.

This Agreement between the Union and the Company represents the full and complete Agreement between the parties. No modification to this Agreement shall be effective unless signed by the above mentioned parties.

The Company will retain and exercise full and exclusive authority for the management of its operations, except as expressly limited by the terms of this Agreement.

**ARTICLE 1**  
**DEFINITIONS**

A. Basic Rates, Wages, Pay

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

B. Calendar Week

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

C. Calendar Year

The 12 month period which begins January 1 and ends December 31.

D. Employee Classification

1. Full-time employee - One who is engaged to work a full-time or normal work week of 40 hours.
2. Part-time employee - One who is engaged to work at least 20 hours per work week.

***E. 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, Internet Services (f/k/a BellSouth.Net), and National Directory and Customer Assistance.***

F. Holiday Work

Any work which begins on a specified holiday.

G. Non-Scheduled Day

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

H. Normal Work Day (Tour)

A normal tour is 8 hours for full-time employees.

I. Normal Work Week

A normal work week shall consist of 5 scheduled tours worked in a calendar week.

J. 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.

K. Regular Employee

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

L. Relieving Supervisor

An employee who is designated by the Company to relieve a management employee or to perform supervisory work.

M. Scheduled Hours

Hours falling within an employee’s scheduled tour.

N. Scheduled Tour

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

O. Seniority

1. The date the employee is engaged. Seniority will accrue based on the length of employment. Seniority shall govern for all matters to the extent and with the limitations set out in this Agreement.
2. Bridging. When a former employee is rehired by the Company, he/she shall be given credit for the former service as follows:
  - a. When the break in service has been less than 6 months, the former service shall be bridged immediately and the seniority date adjusted accordingly.
  - b. 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.
3. Part-time employees will accrue seniority on a prorated basis. Such proration shall be determined by the number of hours worked per week as a percent of 40 hours. Full-time employees who are subsequently reclassified to part-time 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 Article 13.
4. In applying any of the provisions of this Agreement, in any case where 2 or more employees' seniority date is equal, the last four digits of the employees' social security number shall determine seniority. 0000 will be the most senior and 9999 will be the most junior.

P. 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 14, and a charge of bad faith or arbitrary action shall be subject to the arbitration procedure set out in Article 14.

Q. *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 and title 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.*

*The number of temporary employees is not intended to exceed 15% 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 a quarterly report of temporary employees on the payroll.*

R. Working Leader

A non-supervisory employee on productive work who is designated to coordinate the work activities of a group of workers and/or who contributes to the training of employees.

**ARTICLE 2**  
**SCHEDULING**

Work Schedules.

- A. Where employees work common hours as a group, a statement stating the hours may be posted for the work group.

When employees do not work common hours within the group, the Company will define and communicate the process to be used to assign tours allowing for employee preference in order of seniority.

- B. The Company may initiate a change in schedule as needed and will provide reasonable notice. Changes will be made allowing for employee preference in order of seniority.
- C. Changes from posted tours may be made by the Company to accommodate an employee or to meet unexpected conditions if reasonable notification is provided.

**ARTICLE 3**  
**PAY AND BASIS OF COMPENSATION**

Employees shall be paid as follows:

- A. Employees shall be paid at the regular rate for all scheduled time worked, except as otherwise provided in this section.
- B. Overtime rate (1-1/2) for all hours worked in excess of 40 hours in a calendar week.
- C. Opportunity for premium pay work shall be equalized insofar as practicable.

D. Time considered worked shall include only time actually worked except:

1. Number of hours authorized for travel time for a day not scheduled up to the length of a normal tour.
2. Time excused as a holiday or vacation day.
3. Union time paid (up to the length of a normal tour).

E. Pay for Vacations.

1. Full-time Employees

The rate of pay for vacations will be calculated using 8 hours per day times the employee's basic rate.

2. Part-time Employees

The rate of pay for vacations will be prorated based on employee's total hours worked times the employee's basic rate.

F. Differentials.

1. An employee who is designated as Working Leader will receive \$8.00 per day above the appropriate wage scale rate.
2. An employee who is designated as Relieving Supervisor will receive \$12.00 per day above the appropriate wage scale rate.
3. In those cases where the Working Leader or Relieving Supervisor designation is for less than 4 hours, the employee will receive 1/2 the allowance. If the designation is for 4 or more hours, they will receive the entire allowance.

4. *A night differential shall be paid to employees for all scheduled time actually worked after 7:00 p.m. and ending at or before 7:00 a.m. in the amount of ten (10) percent of the employee's basic hourly rate.*
  5. *Employees that meet reasonable threshold requirements for multilingual positions, and who have been assigned / selected to work in a position for which these threshold requirements are required, will be paid \$5.00 per day for time worked in a designated multilingual position.*
- G. Employees performing work on Sunday shall be paid at the overtime rate (1-1/2) for all hours worked.*
- H. Employees who work on a Company specified holiday shall be paid for such work at 2-1/2 times the basic rate for all hours worked not in excess of the length of a normal tour.*

## ARTICLE 4

### HOLIDAYS AND VACATIONS

#### A. Holidays.

1. Specified Holidays shall be:

New Year's Day

Labor Day

Memorial Day

Thanksgiving Day

(last Monday in May)

Independence Day

Christmas Day

2. When a specified holiday falls within an employee's vacation period, an additional day of vacation shall be provided.
3. Specified holidays falling on Saturday or Sunday which are not normally scheduled work days shall be observed on Friday for Saturday holidays and on Monday for Sunday holidays.

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B. Vacations.

1. Eligibility for vacation shall be as follows:

<u>Seniority</u>	<u>Vacation Days</u>
Less than 6 months	0
At least 6 months	5
At least 1 year	10
At least 7 years	15
At least 15 years	20
At least 25 years	25

2. Vacations are not cumulative and should normally be taken only during the calendar year within which they are due. However, if mutually agreeable, employees may carry over one week of vacation to be taken in the first quarter of the next year.
3. *No later than October 15, the Company will advise employees which vacation periods will be available in the following year. From November 1 through December 15, the Company will make a reasonable effort to contact employees so they choose a vacation period. The* vacation selection process will be in order of seniority. Rescheduling of vacation not part of selection process will be granted in seniority order.
4. *The two (2) vacation days used flexibly may be taken provided not more than 25% of the work group has not 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.*

**ARTICLE 5**  
**ABSENCES FROM DUTY**

A. Personal Paid Time

1. Employees will be granted personal paid time in order of seniority and granted when the needs of the business permit. Employees will be eligible for personal paid days as follows:
  - a. Eight personal paid days will be granted to each regular employee hired prior to January 1 of any given year.
  - b. ***Regular*** employees hired during the calendar year will be granted personal paid days as follows:

Hire Date	Paid Personal Days
Jan 1 – March 31	7
Apr 1 – June 30	5
July 1 – September 30	3
Oct 1 – November 15	1

- c. ***Temporary employees will accrue a paid personal day for each quarter of employment during a calendar year. Additionally temporary employees with at least 6 months of seniority on January 1 will be granted 4 personal paid days at the beginning of the year.***
2. One personal paid day in each calendar year may be designated by the Company (such as the day after Thanksgiving).

B. Military Service

The Company will grant military leaves of absence, and return employees from such leaves, in accordance with its obligations under federal law.

### C. Absences Excused with Pay

1. In addition to other provisions of this Agreement calling for absences with pay, employees shall be excused without loss of regular pay for absences due to, and in conformity with, any of the following:
  - a. Jury duty. If reasonable notice is given to his/her supervisor, an employee shall suffer no loss of regular pay for the time necessarily consumed in the performance of jury duty, and no deduction shall be made for any amount of monies received from civil authorities.
  - b. Deaths. If reasonable notice is given to his/her supervisor, an employee shall suffer no loss of regular pay for a reasonable amount of scheduled time lost on account of death in the immediate family or household of such employee.
  - c. *Elections. If reasonable notice is given to his/her supervisor, an employee shall suffer no loss of regular pay for a reasonable amount of scheduled time lost on account of service at the polls in connection with Federal, State, Municipal, County or Parish elections.*
  - d. *Voting. If reasonable notice is given to his/her supervisor, an employee shall suffer no loss of regular pay for time necessarily consumed in voting in any Federal, State, Municipal, County or Parish elections.*
2. Immediate family shall be defined as consisting of wife, husband, daughter, son, mother, father, brother, sister, grandmother, grandfather, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandchildren, stepchildren and stepparents.
3. Household of employee means persons who regularly make their home with the employee as a part of the family.

**ARTICLE 6**  
**FORCE ADJUSTMENT**

- A. In the event that the Company determines that there is not enough work to justify the continued employment of any employee, the Company will advise the affected employee or employees, and the Union, with as much advance notice as possible prior to the effective layoff date of the individual or individuals.
  
- B. In the event that there are 2 or more employees in the same job title in the same exchange who perform substantially the same job functions, the layoff of employees will normally be in the inverse order of the employees' seniority with the Company, provided that the employee or employees who would remain are fully qualified to perform the work available or expected to be available.
  
- C. Employees who are laid off pursuant to this Article will be paid a layoff allowance based upon the employee's seniority with the Company, according to the following schedule:

<u>Seniority</u>	<u>Amount of Allowance</u>
At least 1 year but less than 3 years	\$ 750.00
At least 3 years but less than 5 years	<b>1,350.00</b>
5 years or more	1,750.00

- D. ***Regular, full-time and regular, part-time employees scheduled to be laid off under the provisions of this article may elect to participate in the PARTNERSHIP Job Bank.***

<i>Years of Service</i>	<i>Weeks of Eligibility</i>
<i>Less than 6 months</i>	<i>0 weeks</i>
<i>6 months but less than 5 years</i>	<i>2 weeks</i>
<i>5 years or more</i>	<i>4 weeks</i>

*The time in the Job Bank may include both paid and unpaid time.*

## ARTICLE 7

### PROMOTION AND TRANSFER PLAN

- A. All vacancies within the Bargaining Unit shall be posted in such a fashion as to be accessible by employees. The posting shall include the title and other sufficient information regarding requirements and duties to adequately describe the vacancy. The vacancy shall remain posted for 7 calendar days.
- B. Employees who have met a 6 month time-in-position requirement shall be afforded the opportunity to submit to the Company a form on which they may identify their interest in being considered for vacancies which occur in the Bargaining Unit.
- C. When a vacancy is to be filled from within the Bargaining Unit, Management will consider all qualified candidates who have forms on file relating to the vacancy in question. In selecting the employee to fill the position, the Company will first give due consideration to the candidates' qualifications and past performance and where those factors are relatively equal, in the judgment of the Company, it shall consider seniority.
- D. Employees who meet eligibility requirements may *submit an unlimited number of "specific" requests for currently advertised vacancies and up to 10 "future" requests* for considerations of transfer or promotion *to other BellSouth entities. These may be a combination of intra- or inter-*

*entity requests. A specific request is only valid until the advertised job is filled. An employee meets eligibility requirements provided the employee: (a) is classified on the payroll as a regular employee and has been in their current job for eighteen months, or (b) is classified on the payroll as a temporary employee and has been in their current job for nine months if the requests are to other entities or for three months if the requests are within this entity, and (c) has satisfactory performance in their job.*

- E. When filling vacancies, the Company will make a good faith effort to consider employees who have been identified as surplus in other entities. The filling of such vacancies across entity lines is not subject to the grievance and arbitration procedures.
- F. *An employee of another BellSouth entity transferring to this bargaining unit on a higher-rated job classification shall be placed on a progression step that is equal to their weekly wage rate at the time of transfer or the "Start" rate, which ever is greater. If there is not an exact match, the employee will be placed on the nearest higher step of the new wage scale. The employee's wage length of service will be adjusted accordingly after placement on the new wage scale.*
- G. *An employee of another BellSouth entity transferring to this bargaining unit in the same or lower-rated job classification will be given credit for the wage experience accrued with the other BellSouth entity. The employee's new wage rate will be the step rate of the new wage scale for the wage length of service accrued on the previous wage scale.*

## ARTICLE 8

### EMPLOYEE DEVELOPMENT

- A. *To aid in development efforts, all regular full-time employees with at least 6 months seniority will be eligible for the following services offered through PARTNERSHIP:*

**1. Career Counseling and Assessment**

*A personalized career development plan may be jointly created by the employee and a professional career counselor. One counseling session will be offered on company time per contract cycle. Follow-up sessions would be available on the employee's own time.*

**2. Employee Development**

*Workshops, correspondence courses, home studies, customized courses, study guides, etc. associated with skills tests will be available.*

**3. Educational Assistance Program**

*a. All such training will be taken at an accredited/approved institution under one of the following plans:*

*1) Prepay Plan: Tuition and fees for such coursework will be paid directly to the approved institution (which is in compliance with our billing procedures).*

*2) Reimbursement Plan: The employee will be reimbursed for approved tuition and fees.*

*b. An employee may be required to reimburse the amount advanced for prepaid tuition if a course is not satisfactorily completed.*

**4.** Such training or coursework will be taken on the employee's own time *unless otherwise specified.*

**B.** Provisions of this Article will not be subject to the grievance or arbitration procedures set forth in Article 14.

## **ARTICLE 9**

### **CONTRACTING OUT**

- A. The Company will not, as a general policy, contract out work that will directly result in the lay off or part-timing of full-time employees. However, for various reasons, including but not limited to changing industry structure and external economic conditions, it is not possible to make specific commitments on contracting out work elements of the business.
- B. In making decisions regarding contracting out of work, it is management's objective to consider carefully the interests of customers, the concern of employees as to its effect on them, and all other considerations essential to the management of the business.
- C. The Company shall notify the Union in advance of implementing major changes in the use of contract services.

## **ARTICLE 10**

### **TRAVEL EXPENSE**

- A. All customary and reasonable receipted expenses will be reimbursed.
- B. Should an occasion for travel occur, the Company will reimburse the employee at the maximum IRS rate per mile for use of personal vehicle.

## **ARTICLE 11**

### **MANAGEMENT RIGHTS**

Subject to applicable law, all rights possessed by the Employer prior to the recognition of the Union, which rights are not governed by the terms of this Agreement, are reserved and retained by the Employer.

**ARTICLE 12**  
**UNION MEMBERSHIP AND**  
**COLLECTIVE BARGAINING PROCEDURE**

A. Union Orientation and Representation

1. Union Orientation

- a. The appropriate local Union President shall be notified in writing when new employees are hired. Notification will include the employee's name, work location, report date, and the name of the supervisor to whom the employee reports.
- b. The local Union President will arrange with a designated manager to meet with newly-hired 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. Time spent during the basic scheduled work period for each employee will be paid as time worked.

2. Union Representation

At the 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.

B. Payroll Dues Deduction

1. The Company agrees to make collections of Union dues and CWA COPE-PAC through payroll deduction from the employee's pay, upon receipt of a written authorization form signed by the employee and delivered by the Union to the Company. This authorization shall

- continue in effect until canceled by written notice from either the Secretary-Treasurer of the Union or the employee as set forth in the Payroll Deduction Authorization for Union Dues card. The Company also agrees to electronically remit the amount so deducted to the designated representative of the Union on a monthly basis and to furnish the Union a list of employees for whom such deductions have been made and the amount of each deduction.
2. The Union will pay the Company the cost of making dues deduction and CWA COPE-PAC as set forth in 12B1, and the Union agrees to print the dues deduction authorization cards in a form approved by the Company and the Union.

C. Collective Bargaining Procedure

1. Bargaining on wages, hours of employment, working conditions, and other general conditions of employment shall be conducted by duly authorized representatives of the Union and by duly designated representatives of the Company. Both the Company and the Union will limit the Bargaining representatives to no more than three per side. The Union and the Company will notify each other of the names of their representatives who are authorized to represent them under this Article.
2. The authorized representatives of the Union shall suffer no loss of pay for time consumed in bargaining meetings and necessarily consumed in traveling to and from such meetings.
3. ***The parties agree to maintain a Continuous Bargaining Committee. The committee will have an equal number of Company and Union members, and will be chaired by the respective collective bargaining agents. The committee will meet as agreed to by both parties.***

***D. 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 13**

**PENSION AND BENEFITS**

**A. Benefit Agreements, Plans and Programs**

In addition to this Agreement, the parties have concurrently executed *a* separate ***benefits memorandum of*** 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

***BellSouth*** Family Care Reimbursement Plan

***BellSouth Group Life Plan***

Health: VEBA Trust

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

***BellSouth Long-Term Care Insurance Plan***

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

***BellSouth*** Universal Plus Life Insurance *Plan*

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.

B. Benefit Plan Eligibility

Full-time and part-time regular *and temporary* employees shall be eligible to participate under the terms of the Plans.

C. Grievance Procedure Regarding Benefit Plans

Nothing herein shall be construed to subject the Plans or their administration to the arbitration procedures of this Agreement, but such matters may be subjected to the grievance procedures.

## ARTICLE 14

### GRIEVANCE AND ARBITRATION PROCEDURES

A. Grievance.

1. All complaints or prospective grievances by the union shall normally be taken up informally with the first level of Management in an effort to resolve the matter. Nothing in this Article shall be construed to deprive any employee or group of employees from presenting individually to the Company any complaint, and to have such complaints adjusted without the intervention of the Union, as long as the adjustment is not inconsistent with the terms of this Agreement, and provided further that a Union representative has been given opportunity to be present at such adjustment.
2. A grievance is a complaint by the Union:
  - a. Alleging violation of the provisions or application of the provisions of this Agreement.

- b. Alleging that an employee has been discharged, suspended, demoted or otherwise disciplined without just cause.
- c. Alleging that an employee has suffered improper loss or reduction of any contractually established benefits arising out of the job or of employment with the Company.

Any such grievance not addressed or resolved in 14A1 above, which is reduced to writing, setting forth, if applicable, specifically the substance of the grievance and the provision or provisions of the Agreement allegedly violated, delivered by a Union representative to the designated Company representative in accordance with 14A3 following, within *sixty (60)* calendar days of the action complained of, shall be considered and handled as a formal grievance. However, the rights of Management, as set forth in this Agreement, and all other inherent rights of Management not expressly limited by a specific provision of this Agreement are vested exclusively in the Company and are not subject to the grievance or arbitration procedures of this Agreement.

- 3. The formal grievance procedure shall normally consist of two (2) successive steps. Notice of grievance and appeals of decision shall be forwarded in accordance with the following:
  - a. Step 1. The designated Company representative shall contact the Union representative within seven (7) workdays of receipt of written notice of the grievance for the purpose of setting a mutually agreeable meeting date and location. The designated Company representative will provide a decision in writing within ten (10) workdays after completion of the meeting(s) unless mutually agreed otherwise by the parties.
  - b. Step 2. If the answer or decision of the Company is unsatisfactory to the Union, the grievance shall be appealed to the designated Company representative, in writing, within fifteen

(15) workdays after a decision has been rendered at the first step. The designated Company representative shall contact the Union representative within seven (7) workdays of receipt of the written appeal for the purpose of setting a mutually agreeable meeting date and location. The meeting may be done by phone. The designated Company representative will provide a decision in writing within fifteen (15) workdays, after completion of the meeting(s), unless mutually agreed otherwise by the parties.

4. A decision at Step 2 of the formal grievance procedure, as set forth in 14A2, shall be construed as full completion of the formal grievance procedure.
5. After a notice, as set forth in 14A2 above, has been received by the Company, the Company will not attempt to adjust the grievance with any employee or employees involved. Any proposed adjustment will be presented by the Company to the designated Union representative.
6. The Company will keep the Union fully informed, in writing, on a current basis, of the designated Company representatives referenced in Sections 14A2 and 14A3 above.
7. Formal grievance meetings shall be held at mutually agreeable times and locations. For the purpose of presenting a grievance, those employees of the Company including the aggrieved employee(s) and the employee representative(s) designated by the Union, who shall suffer no loss in pay for the time consumed in, and necessarily consumed in traveling to and from grievance meetings, shall not be more than two (2) at any level of the grievance procedure.
8. Failure to submit or pursue a grievance under the conditions and within the time and manner stated above shall be construed to be a waiver by the employee and the Union of the formal grievance. Any complaint of this type shall be handled by the Company as an informal grievance on an informal basis. Informal grievances are not subject to arbitration.

## B. Arbitration and Expedited Arbitration.

1. If at any time a controversy should arise regarding the true intent and meaning of any provisions of this Agreement, including Memoranda of Agreement or other Letters of Understanding interpreting the Agreement in regard to the performance of an obligation hereunder, which the parties are unable to resolve by use of the grievance procedure, the matter may be arbitrated upon written request of either party to this Agreement.
2. If the answer or decision of the Company's representative at the conclusion of Step 2 of the formal grievance procedure, as described in Article 14A, is unsatisfactory to the Union, the Union shall, in writing, to the designated Company representative, within thirty (30) calendar days thereafter, request arbitration, if such is desired.
3. Standard procedures for arbitration and expedited arbitration as agreed to by both parties shall be followed.
4. Compensation and expenses of the Impartial Arbitrator and the general expenses of the arbitration shall be shared equally by the Company and the Union.
5. The arbitrator shall be confined to the subjects submitted for decision, and may in no event, as a part of any such decision, impose upon either party any obligation to arbitrate on any subjects which have not been herein agreed upon as subjects for arbitration. The arbitrator shall not have jurisdiction over the rights of Management not specifically restricted by this Agreement and shall not have the power to add to, subtract from, or vary the terms of this Agreement, or to substitute his/her discretion for that of Management, but shall be limited in power and jurisdiction to determine whether there has been a violation of this Agreement.

6. Any grievance filed on behalf of an employee which involves suspensions or discharge, except those which also involve an issue of arbitrability, contract interpretation, work stoppage activity, or which are the subject of an administrative charge or court action, shall be submitted to arbitration under the expedited arbitration procedure within 15 days after the filing of a request for arbitration.
7. In any grievance arbitrated under the expedited provisions of this section, the Company shall under no circumstances be liable for back pay for more than 9 months after the date of the disciplinary action. ***Any back pay will be reduced by any termination allowance received.***

The decision of the Impartial Arbitrator will settle the grievance, and the Company and the Union agree to abide by such

***An employee reinstated as the result of an expedited arbitration case will also be entitled to the following:***

- a. ***If the employee has paid medical insurance premiums under the BellSouth COBRA plan, he/she will be reimbursed for these premiums for any period covered by back pay, up to the 18 month COBRA limitation.***
- b. ***The employee will receive an incentive award or other lump sum amount calculated to include the time off the payroll. Such amount will be calculated at the standard award percentage of the employee's basic weekly wage rate (at the time of reinstatement) times 52.2.***
- c. ***Provided an employee was enrolled in the savings plan prior to termination and contributes his/her share to the plan upon reinstatement, the Company will pay the appropriate matching funds and interest. Interest will be based on a composite of all funds for the period the employee was off the payroll.***

8. Any provision in this Article to the contrary notwithstanding, no form of discipline, including suspension and discharge, of employees with less than **9** months of service shall be subject to arbitration.

C. Strike Limitations.

As the parties have agreed on procedures for handling complaints and grievances, they further agree that there will be no lockouts or strikes during the life of this agreement.

## **ARTICLE 15**

### **COMPLIANCE WITH LAW**

In the event any Federal or State Law or regulation or governmental order affects any provision of this Agreement, those provisions so affected shall be made to comply with the requirements of such laws, regulations or governmental order.

## **ARTICLE 16**

### **NON-DISCRIMINATION**

A. Company Responsibilities

The Company agrees not to discriminate against, interfere with, restrain or coerce employees because of membership or lawful activity in the Union.

B. Union Responsibilities

The Union agrees not to exert any coercion or intimidation on any employee because of non-membership in the Union or for the purpose of inducing membership therein.

C. Non-Discrimination Clause

The Company and the Union reaffirm their commitment to comply with all Federal, State, and Local Equal Employment and Affirmative Action statutes, ordinances, and regulations, to which they are subject, and where applicable, to cooperate fully with each other to ensure such compliance.

D. Effect on Employment

Affiliation or non-affiliation with any labor organization is a matter solely for the decision of the employees; the decision of an employee in this matter will not affect his/her employment or advancement with the Company.

**ARTICLE 17**

***MONITORING***

- A. *Employees will be notified when call monitoring activity is taking place.*
- B. *The number of observations performed on an employee by the Company will not exceed 30 calls per month.*

**ARTICLE 18**

***RECORDS***

A. *Personnel Records.*

*A disciplinary entry that has been on file for a period of 24 months without any intervening disciplinary action pertaining to the same subject matter will be removed from the employee's personnel record. Any related data will also be removed with the entry from the personnel record and should not be taken into consideration in the future.*

**ARTICLE 19**

**DURATION OF AGREEMENT**

- A. Subject to the following limitations, this agreement shall be effective as of *August 7, 2005*, and shall continue in full force and effect until its termination at 11:59 p.m. (eastern), *August 7, 2010*.
- B. IN WITNESS WHEREOF, Communications Workers of America and BellSouth.net have caused this Agreement to be executed by their respective officers and agents thereunto duly authorized, all as of the day first above written.

COMMUNICATIONS WORKERS  
OF AMERICA

BELLSOUTH  
TELECOMMUNICATIONS

Noah V. Savant  
Vice President  
District 3

Michael L. Matthews  
Executive Director  
Corporate Labor Relations

ATTEST:

ATTEST:

Beverly A. Hicks  
Assistant to Vice President  
District 3

Salem C. Shunnarah  
Senior Director  
Corporate Labor Relations

APPROVED:

Larry Cohen  
President, Communications  
Workers of America

**BELLSOUTH TELECOMMUNICATIONS**  
**Internet Services**  
**WAGE SCALE 5A**  
**TITLES**

General Office Assistant

Weekly Wage Rates

Wage Length of Service	Start	End of 6th Month	End of 12th Month	End of 18th Month	End of 24th Month	End of 30th Month	End of 36th Month	End of 42nd Month	End of 48th Month
08/07/05	\$406.50	\$421.50	\$437.00	\$453.00	\$469.50	\$486.50	\$504.50	\$523.00	\$542.00
08/06/06	\$414.50	\$429.50	\$445.50	\$462.00	\$479.00	\$496.50	\$514.50	\$533.50	\$553.00
08/05/07	\$425.00	\$440.50	\$457.00	\$473.50	\$491.00	\$509.00	\$527.50	\$547.00	\$567.00
08/03/08	\$435.50	\$451.50	\$468.00	\$485.00	\$503.00	\$521.50	\$540.50	\$560.50	\$581.00
08/09/09	\$446.50	\$463.00	\$480.00	\$497.50	\$515.50	\$534.50	\$554.00	\$574.50	\$595.50

Pension Band            099

**BELLSOUTH TELECOMMUNICATIONS**  
**Internet Services.**  
**WAGE SCALE 5B**  
**TITLES**

Departmental Assistant

Weekly Wage Rates									
Wage Length of Service	Start	End of 6th Month	End of 12th Month	End of 18th Month	End of 24th Month	End of 30th Month	End of 36th Month	End of 42nd Month	End of 48th Month
08/07/05	\$451.50	\$468.00	\$485.00	\$502.50	\$520.50	\$539.50	\$559.00	\$579.50	\$600.50
08/06/06	\$460.50	\$477.00	\$494.50	\$512.50	\$531.00	\$550.50	\$570.50	\$591.00	\$612.50
08/05/07	\$472.00	\$489.00	\$507.00	\$525.50	\$544.50	\$564.00	\$584.50	\$606.00	\$628.00
08/03/08	\$484.00	\$501.50	\$519.50	\$538.50	\$558.00	\$578.50	\$599.50	\$621.00	\$643.50
08/09/09	\$496.00	\$514.00	\$532.50	\$552.00	\$572.00	\$592.50	\$614.00	\$636.50	\$659.50

Pension Band            101

**BELLSOUTH TELECOMMUNICATIONS**  
**Internet Services.**  
**WAGE SCALE 5C**  
**TITLES**

***Customer Relations Administrator***

Weekly Wage Rates

Wage Length of Service	Start	End of 6th Month	End of 12th Month	End of 18th Month	End of 24th Month	End of 30th Month	End of 36th Month	End of 42nd Month	End of 48th Month
08/07/05	\$513.50	\$535.00	\$557.50	\$581.00	\$605.00	\$630.50	\$657.00	\$684.50	\$713.00
08/06/06	\$524.00	\$546.00	\$569.00	\$592.50	\$617.50	\$643.50	\$670.00	\$698.50	\$727.50
08/05/07	\$537.00	\$559.50	\$583.00	\$607.50	\$632.50	\$659.00	\$687.00	\$715.50	\$745.50
08/03/08	\$550.50	\$573.50	\$597.50	\$622.50	\$648.50	\$675.50	\$704.00	\$733.50	\$764.00
08/09/09	\$564.50	\$588.00	\$612.50	\$638.00	\$665.00	\$692.50	\$721.50	\$751.50	\$783.00

Pension Band            106

**BELLSOUTH TELECOMMUNICATIONS**  
**Internet Services**  
**WAGE SCALE 5D**

**TITLES**

*Asset Management Assistant*

Customer Service Agent

Workforce Analyst

*Customer Care Assistant*

*Network Analyst Assistant*

Weekly Wage Rates

Wage Length of Service	Start	End of 6th Month	End of 12th Month	End of 18th Month	End of 24th Month	End of 30th Month	End of 36th Month	End of 42nd Month	End of 48th Month
08/07/05	\$594.50	\$616.50	\$639.00	\$662.00	\$686.50	\$711.50	\$737.50	\$764.50	\$792.50
08/06/06	\$606.50	\$628.50	\$651.50	\$675.50	\$700.50	\$726.00	\$752.50	\$780.00	\$808.50
08/05/07	\$621.50	\$644.00	\$668.00	\$692.00	\$717.50	\$744.00	\$771.00	\$799.50	\$828.50
08/03/08	\$637.00	\$660.50	\$684.50	\$709.50	\$735.50	\$762.50	\$790.00	\$819.00	\$849.00
08/09/09	\$653.00	\$677.00	\$701.50	\$727.00	\$753.50	\$781.50	\$810.00	\$839.50	\$870.00

Pension Band            109

**BELLSOUTH TELECOMMUNICATIONS**  
**Internet Services.**  
**WAGE SCALE 5E**  
**TITLES**

***Retention Agent***

Weekly Wage Rates									
Wage Length of Service	Start	End of 6th Month	End of 12th Month	End of 18th Month	End of 24th Month	End of 30th Month	End of 36th Month	End of 42nd Month	End of 48th Month
08/07/05	\$635.50	\$657.50	\$680.50	\$704.50	\$729.00	\$754.50	\$781.00	\$808.50	\$836.50
08/06/06	\$648.00	\$670.50	\$694.00	\$718.50	\$743.50	\$769.50	\$796.50	\$824.00	\$853.00
08/05/07	\$664.00	\$687.50	\$711.50	\$736.00	\$762.00	\$788.50	\$816.50	\$845.00	\$874.50
08/03/08	\$680.50	\$704.50	\$729.00	\$754.50	\$781.00	\$808.50	\$837.00	\$866.00	\$896.50
08/09/09	\$697.50	\$722.00	\$747.50	\$773.50	\$800.50	\$828.50	\$858.00	\$888.00	\$919.00

Pension Band            109

**BELLSOUTH TELECOMMUNICATIONS**  
**Internet Services**  
**WAGE SCALE 5F**  
**TITLES**

*Asset Management Specialist*

*Network Analyst I*

Weekly Wage Rates											
Wage Length of Service	Start	End of 6th Month	End of 12th Month	End of 18th Month	End of 24th Month	End of 30th Month	End of 36th Month	End of 42nd Month	End of 48th Month	End of 54th Month	End of 60th Month
08/07/05	\$676.50	\$699.00	\$722.50	\$746.50	\$771.50	\$797.50	\$824.00	\$851.50	\$880.00	\$909.50	\$940.00
08/06/06	\$690.00	\$713.00	\$737.00	\$761.50	\$787.00	\$813.50	\$840.50	\$869.00	\$898.00	\$928.00	\$959.00
08/05/07	\$707.50	\$731.00	\$755.50	\$781.00	\$807.00	\$834.00	\$862.00	\$890.50	\$920.50	\$951.00	\$983.00
08/03/08	\$725.00	\$749.50	\$774.50	\$800.00	\$827.00	\$854.50	\$883.00	\$913.00	\$943.50	\$975.00	\$1,007.50
08/09/09	\$743.00	\$768.00	\$793.50	\$820.00	\$847.50	\$876.00	\$905.00	\$935.50	\$966.50	\$999.00	\$1,032.50

Pension Band 115

**BELLSOUTH TELECOMMUNICATIONS**  
**Internet Services**  
**WAGE SCALE 5H**  
**TITLES**

*Equipment Coordinator*

*Network Analyst II*

Weekly Wage Rates											
Wage Length of Service	Start	End of 6th Month	End of 12th Month	End of 18th Month	End of 24th Month	End of 30th Month	End of 36th Month	End of 42nd Month	End of 48th Month	End of 54th Month	End of 60th Month
08/07/05	\$786.00	\$813.00	\$841.00	\$870.00	\$900.00	\$931.00	\$963.00	\$996.00	\$1,030.50	\$1,066.00	\$1,102.50
08/06/06	\$801.50	\$829.00	\$857.50	\$887.00	\$918.00	\$949.50	\$982.00	\$1,016.00	\$1,051.00	\$1,087.00	\$1,124.50
08/05/07	\$821.50	\$850.00	\$879.00	\$909.50	\$940.50	\$973.00	\$1,006.50	\$1,041.00	\$1,077.00	\$1,114.00	\$1,152.50
08/03/08	\$842.00	\$871.00	\$901.00	\$932.00	\$964.00	\$997.50	\$1,032.00	\$1,067.50	\$1,104.00	\$1,142.00	\$1,181.50
08/09/09	\$863.00	\$892.50	\$923.50	\$955.50	\$988.00	\$1,022.50	\$1,057.50	\$1,094.00	\$1,131.50	\$1,170.50	\$1,211.00

Pension Band 119

**MONTHLY PENSION BAND VALUES**

<b>Band</b>	<b>Effective July 1, 2005</b>	<b>Effective July 1, 2006</b>	<b>Effective July 1, 2007</b>	<b>Effective July 1, 2008</b>	<b>Effective July 1, 2009</b>
099	\$28.14	\$28.98	\$29.70	\$30.29	\$30.90
101*	\$30.60	\$31.52	\$32.31	\$32.96	\$33.62
106*	\$37.10	\$38.21	\$39.17	\$39.95	\$40.75
109*	\$40.98	\$42.21	\$43.27	\$44.14	\$45.02
115*	\$48.71	\$50.17	\$51.42	\$52.45	\$53.50
119*	\$53.88	\$55.50	\$56.89	\$58.03	\$59.19

\* Pension band values reflect increases previously negotiated between CWA and BellSouth during 2004.

## **INCENTIVE COMPENSATION PLANS**

The Company may implement incentive plans linked to sales, service, productivity and/or other business related standards set by lines of business or business units. The payments may be paid monthly, quarterly, semi-annually or annually. The incentive compensation is subject to state and local taxes, federal income and social security taxes in effect at the time of payment. Personal allotments will not be made. Deductions for Union dues will be made from incentive payments as authorized by the employee and the Union.

During the development of an incentive plan, the Company will meet with the Union and provide the Union with an opportunity to have input concerning the terms of the plan. The Company reserves the right to amend, modify or discontinue any incentive plan with 30 days advance notification to the Union.

The Union may only grieve, or otherwise challenge, general disputes that arise over the Company's enforcement of the terms of an incentive plan. A general dispute is one that involves a plan enforcement issue that commonly affects all employees (as opposed to individual employees) who participate in the same incentive plan. General disputes may not be brought over differences that may exist in the treatment of employees who participate in different incentive plans.

General disputes will be grieved at the Second Step. Grievances that are not resolved at the Second Step may be appealed by the Union to arbitration.

***ANNUAL INCENTIVE AWARD PLAN***

***An annual incentive award plan for the DSL Billing & Retention Call Center will be developed for each year of this agreement.***

***The standard award percentage will be 2% of an employee's eligible earnings during the award year.***

***The Company will review the annual plan with the Union at the Executive level.***