

TO EMPLOYEES:

The Communications Workers of America is the official bargaining representative for all employees in your collective bargaining unit. This official relationship carries with it serious obligations and responsibilities which the Company and the Union are determined to fulfill. As a sign of good faith between BellSouth Corporation-Headquarters and the Communications Workers of America, a "Responsible Relationship" clause, Article 28, is included in the Agreement which governs your wages, hours and working conditions.

Simply stated, "mutual respect and responsibility" means an honest regard for equality in the official relationship between Company and Union representatives. It does not allow for a supervisor attempting to "pull rank" on a Union representative nor does it allow for a Union representative attempting to intimidate or "badger" a supervisor merely because there is a difference in point of view. It further means that no Company representative at any level should regard a grievance as merely an irritant, just as it also means that no Union representative should offer "grievances" which are designed only to harass management. Additionally, this clause means that Union and Company representatives must not engage in activities to undercut or belittle each other.

Company representatives, and especially the first level of supervision, have the day to day responsibility to deal reasonably and in good faith with Union representatives. They have the right, in return, to expect responsibility and respect from the Union's representatives. To insure continually improving relations between the Company and Union, it is the intent of both organizations to deal with one another at all levels in a sincere, honest and businesslike manner. This effort by both parties should insure a better feeling for the needs of the employees.

Sincerely,

For the Union:
James E. Smith
Vice President

For the Company:
Richard D. Sibbernsen
Vice President-
Human Resources

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AGREEMENT
between
COMMUNICATIONS WORKERS OF AMERICA
and
BELLSOUTH CORPORATION-
HEADQUARTERS

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

The Company recognizes the Union as sole collective bargaining agent for those employees in the Company occupying the clerical job titles listed in Appendix A of this Agreement and as may be subsequently established under Article 15 of this Agreement, for the purpose of collective bargaining with respect to rates of pay, wages, hours of work and other conditions of employment. The Agreement applies only to employees of the BellSouth Corporation.

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 Business Needs.

Whenever used in this Agreement, "Business Needs" means such needs 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 II.)

1.03 Call-Out.

A call of an employee to perform non-scheduled work for the Company. If the time worked immediately precedes or follows and connects with regularly scheduled time, it shall not be considered a call-out.

1.04 Connecting Work.

Any overtime work which connects with the beginning or ending of scheduled time.

1.05 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.

1.06 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.

1.07 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.

1.08 Full-Time Employee.

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

1.09 Headquarters Location/Exchange.

A city 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.

1.10 Holiday Work.

Any work which begins on an authorized holiday (see 1.26).

1.11 Normal Work Week.

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

1.12 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.

1.13 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.

1.14 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.

1.15 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.

1.16 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 shall be used in determining if a promotion is involved. Reassignment to a different job having the same top basic weekly rate is not a promotion.

1.17 Regular Employee.

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

1.18 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.

1.19 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 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.

1.20 Session.

One of the 2 parts into which a tour is divided. A session will not be less than 3 hours, except under 3.02K1.

1.21 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 a method of operation, or other internal change diminishing the total number of employees formerly required to supply the same service to the Company. The term shall not include layoffs caused by external forces.

1.22 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 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.

1.23 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 Director 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 Director 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.

1.24 Tour.

The 7-1/2 hours of paid scheduled work composed of 2 sessions separated by a lunch period.

1.25 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.

1.26 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.

1.27 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.

1.28 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.

1.29 Working Leader.

A non-supervisory employee on productive work coordinating the work activities of a group of workers and who contributes to the training of employees (see Appendix A).

**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.

B. Part-Time Employees.

1. The classification of a part-time employee is based on the employee's "part-time equivalent work week" which shall be determined prospectively by dividing the employee's total normally scheduled hours per month by 4.35 and rounding the result to the next higher whole number. (Illustration: 68 hours per month divided by 4.35 equals 15.6 rounded to a "part-time equivalent work week" classification of 16.)
2. The "part-time equivalent work week" classification of each part-time employee shall be reviewed by the Company on April 1 and October 1 of each year and more often if appropriate. In determining whether an adjustment is appropriate, the Company will consider the actual average number of hours worked per month during the preceding 6-month period and the likelihood that such number of work hours will continue for a reasonably foreseeable period of time. Any hours worked which are paid at the overtime rate shall not be counted in computing the average number of hours worked.

2.02 Starting Rates.

- A. Scheduled starting rates are provided in wage tables to which employees are assigned upon entering the Company.
- B. Appropriate allowances for wage experience calling for rates higher than such "Start" rates may be made as outlined in the sub-sections of this paragraph.
1. Honorably discharged veterans of Armed Forces who were discharged from the Armed Forces within 2 years prior to their employment may be granted wage experience credit for a maximum of 75% of their period of military service, except that this credit shall not exceed 30 months.
 2. Persons without previous telephone experience upon initial employment may be granted wage experience credit for previous experience or special training of value. Normally this credit shall not exceed 50% of such actual experience or training time nor result in an allowable maximum credit of more than 30 months.
 3. An employee formerly employed by the Company, another BellSouth Company, or any company as required by applicable law(s), shall have his/her former wage experience credit adjusted in accordance with the following table if re-employed in the same or lower-rated job classification:

For Months Out of Service	Number of Months to be Deducted from Former Wage Length of Service
Less than 6 Months	0 Months
6 but less than 12 Months	2 Months
12 but less than 18 Months	3 Months
18 but less than 24 Months	5 Months
24 but less than 30 Months	7 Months
30 but less than 36 Months	8 Months
36 but less than 42 Months	9 Months
42 but less than 48 Months	10 Months
48 but less than 54 Months	11 Months
Over 54 Months	12 Months

- a. If the employee had experience or training during his/her absence from the Company or another BellSouth Company which the Company considers of value, he/she will be given credit for this experience or training in addition to the credit provided above. Normally this credit shall not exceed 50% of such actual experience or training time nor result in an allowable maximum credit of more than 30 months of this outside experience or training.
 - b. Each of a series of successive breaks in service shall be computed in the same manner using the table above.
 - c. The above table does not apply to an employee re-engaged within 4 years after layoff provided in Article 7 or employees returning from authorized leaves as provided in Article 6, but he/she will receive credit for the outside experience or training of value under "a" above.
4. The provisions of "3" above shall also be applicable to such a former employee when re-employed in a higher-rated job classification except that his/her wage rate and wage length of service on the higher-rated job shall be established as follows:
- a. The wage rate to be received on the higher-rated job shall be either the same as that calculated by the use of the above table for the lower-rated job or the starting rate of the higher-rated job, whichever is greater. If the calculated rate is not an exact step on the wage scale for the higher-rated job, the employee shall be paid the nearest higher step rate.
 - b. The wage length of service shall be the number of months applicable to the wage rate determined by "1" above.

5. An employee of another BellSouth *entity* transferring to this *bargaining unit* on a higher-rated job classification shall have wage rate and wage length of service computed according to “a” and “b” of 2.02B4. 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 wage rate will be determined by reading the wage length of service directly into the wage scale being entered.
- C. This section shall not apply to persons initially engaged for technical assignments, or to persons engaged for typing or stenographic work or other work comparable to the work performed by such persons prior to their engagement by the Company.

2.03 Effective Date for Progression Increases.

The effective date for progression increases shall be the beginning of the payroll period nearest the first day of the calendar month for employees engaged between the first and fifteenth days of the month, and shall be the beginning of the payroll period nearest the first day of the next succeeding month for employees engaged between the sixteenth and the last day of the month.

2.04 Promotional Increases.

- A. When an employee is promoted to another job within the bargaining unit, the employee will enter the new wage scale at the same wage length of service he/she had on the previous job. If the new rate is less than the rate the employee had on the previous wage scale, then the employee shall be moved to the next higher rate on the new wage scale.
- B. For wage experience credit treatment for employees reclassified to a lower-rated job and who are subsequently promoted to a job on their previous wage scale within 5 years, see 8.03D.

**ARTICLE 3
SCHEDULING**

3.01 Work Schedules.

- A. Where employees work common hours as a group, a statement stating the hours may be posted for the work group.
- B. When employees do not work common hours within the group, the Company shall assign tours allowing for employee preference in order of seniority.
 - 1. Lunch or meal periods which are changed by the Company are not considered as a shift of tours under 3.02F, but these changes should be used only when absolutely necessary to meet the needs of the business.
 - 2. The Company may initiate a change in schedule as needed. Not more than 4 weeks prior to the schedule effective date the new schedule should be posted.

Example:	Schedule	Number of Tours
	7:30 AM to 11:30 AM - 12:30 PM to 4:00 PM	1
	8:00 AM to 12:00 Noon - 1:00 PM to 4:30 PM	2
	8:30 AM to 1:00 PM - 2:00 PM to 5:00 PM	3

- 3. Employees unavailable for contact should be given the same schedule currently assigned.

3.02 Scheduling Tours.

- A. Insofar as business needs permit, the Company shall assign tours in accordance with the preference of employees in the order of their seniority. Tours will be scheduled and assigned in accordance with 3.01B2.

It is not the intent of this article or any other provision in this Agreement to require the Company to revise a posted work schedule so as to assign an employee entering the work group the tours to which his/her seniority would otherwise entitle

him/her.

- B. Tours may fall on any day of the week necessary to meet needs of the business, except that the tours which make up the normal work week may not be spread over more than 6 days of the calendar week.
 - 1. Scheduled time is comprised of tours. The scheduled time for any work day shall not exceed the length of a normal tour.
 - 2. In the event it becomes necessary to schedule an employee to work more than 5 tours in a calendar week, the sixth and seventh day shall be considered as premium days on the weekly work schedule.
- C. No employee will be scheduled to work more than 13 consecutive days nor be required to work 6 days per week for more than two consecutive weeks without his/her consent, except where acute business conditions develop caused by unanticipated business needs, fire, flood, storm, or other natural disaster.
- D. Insofar as business needs will permit, a minimum time interval of 12 hours shall elapse between the scheduled ending time of one tour and the scheduled starting time of the next, except when a tour is assigned to an employee with less than the minimum interval between tours because of that employee exercising his/her seniority for the choice of tours.
- E. Employees shall be either scheduled and excused or scheduled to work on authorized holidays.
 - 1. Insofar as business needs permit, employees shall be excused on authorized holidays.
 - 2. Insofar as business needs permit, holiday assignments shall be rotated among the employees within a particular work group in accordance with 3.01 and 13.03.
- F. Changes from officially posted weekly work schedules may be made, provided such changes do not result in a full-time employee being scheduled for less than a normal week and

further provided such changes do not result in the payment by the Company of additional overtime, premium or penalty hours during the week involved, to provide for changes in hours, work days, or off days in accordance with the following:

1. At the instance of the Company.
2. At the written request of employees.
 - a. Such requested changes shall be made when no replacement of the employee's schedule is required and when the services of the employee making the request may be profitably used during the hours to which he/she wishes to change.
 - b. When a replacement of the employee's schedule is required, the change shall be made provided an agreeable shift can be made in the schedule of another employee and provided such other employee agrees to work the shifted tour at the regular rate.
 - c. If the Company contacts an employee in connection with a shift of his/her tour and the employee agrees to the shift, the shift shall not be considered to be made at the request of the employee.

G. Flexible Scheduling Concepts.

1. The concepts listed in this section are designed to provide a variety of flexible schedules. The provisions listed in this section apply to all of the concepts, except as specified in 3.02H, I, J, and K. It is mutually agreed that neither party will support efforts to derive incidental or indirect benefits not specifically addressed in the various flexible concepts.

2. Eligibility:

The flexible concepts may be applied to regular or temporary employees. It is recognized that these concepts may not be applicable for all work groups. Where utilized, the concept(s) will normally be offered to all eligible employees in the work group or administrative work unit which for the purpose of these concepts is defined as one or

more supervisory groups of employees in the same title and department who have a common place of reporting and who perform essentially the same type of work. However, there may be situations justifying departure from this rule.

3. Implementation:

Prior to implementation of a flexible concept, agreement must be reached between the local Union President and the Director of the involved work group concerning specific guidelines which fall within the general parameters for the pertinent concept. These agreements must be concurred in by the CWA State Representative and the Director - Human Resources prior to implementation. Each party reserves the right to discontinue use of a concept with at least 30 days written notice. Disputes arising from implementation or discontinuance not resolved at the local or State Level will be referred to the Executive Level.

4. Scheduling Tours:

Tours will be scheduled in accordance with the provisions of Article 3 and will incorporate any specific tour requirements necessary for a certain concept. It is recognized that certain conditions, such as attendance in schools, may necessitate the temporary reverting to a normal work schedule. It is not intended that the 30-day notification rule apply in these cases, nor would this be considered a change in schedule.

5. Absences:

Excused absences (HP, MP, UAP, IP, etc.) would be paid at the appropriate number of hours for the scheduled day. Full weeks of IB absence and leaves of absence would be calculated based on a normal 5-day schedule.

6. Overtime:

The overtime provisions outlined in Article 4 apply for overtime worked in excess of the scheduled tour.

7. Differentials:

No evening or night differentials will be applicable for a person on flexible scheduling concepts unless some or all of the hours he/she works would have fallen within the differential period of 7:00 p.m. to 7:00 a.m. had the person not been on a flexible scheduling concept.

H. Four-Day Work Week - Provision allowing the scheduling of a normal work week over 4 days.

1. Tour Hours:

For employees normally scheduled 37 ½ hours per week, the maximum tour length will be 9 ½ hours and the minimum tour length will be 9 hours. The length of a session will not exceed 5 ¾ hours with one 15-minute relief period assigned or allowed as near to the mid-point of each session as practicable.

2. Holiday Week:

During a week with a specified holiday or Company Designated Optional Holiday, the employee will be scheduled 7 ½ on the holiday. For the remainder of the hours, the Local President and Director may mutually agree to allow the option of reverting to a normal 5-day schedule or scheduling the remaining hours over a 3-day period for any or all employees on a 4-day week.

3. Time Off:

One week segments of vacation will be scheduled and paid at 37 ½ hours per week. Vacation days taken in less than a full week segment and optional holidays will be based upon the length of the scheduled day and will be subtracted from the total hours of annual time-off entitlement (see chart below). Where there are insufficient hours remaining in any one category (vacation or optional holiday) to equate to a full tour, employees may combine hours from any of the three categories up to the length of a full tour. It is not intended that an employee would be forced to report to work in cases where less than a session remains after the

exhaustion of vacation/optional holiday hours; however, if he/she wishes to take the entire session or tour off, he/she would be required to take non-paid time for the remaining hours of the session/tour.

<u>37.5 Hour</u> <u>Work Week</u> <u>Employees</u>	<u>Vac.</u> <u>Hours</u>	<u>FET</u> <u>Hrs.</u> <u>Paid</u>	<u>Unpaid</u>	<u>Paid</u> <u>Optional</u> <u>Holidays</u> <u>Hours</u>	<u>Total</u> <u>Hours</u>
1 Week Vacation	37.5	30	7 ½	30	105
2 Weeks Vacation.....	75	30	7 ½	30	142.5
3 Weeks Vacation.....	112.5	30	7 ½	30	180
4 Weeks Vacation.....	150	30	7 ½	30	217.5
5 Weeks Vacation.....	187.5	30	7 ½	30	255

I. Flexible Time Scheduling - Provisions allowing flexibility in starting or ending times for tours.

1. Eligibility:

Occasional employees are excluded.

2. Implementation:

This concept does not require concurrence at the State Level.

3. Tour Hours:

Certain hours will be designated as core hours during the full range of hours which employees in a work group may be required to cover. At least 60% of the group's normal work day should be covered by the core hours. Each employee will be required to be at work during the core hours; however, he/she may vary his/her beginning and ending times within the full range of hours, in compliance with scheduling guidelines. Once basic tours are chosen, employees will be considered to be working these stated scheduled hours, even if they are on flextime.

4. Overtime:

Call-outs which precede and connect to the basic schedule, and connecting overtime which is required prior to the start time of the basic schedule will be calculated based on the basic schedule, not on the flexible start time which an

employee may have chosen. Connecting overtime following the completion of the employee's tour will be calculated based on the hours actually worked, not on the scheduled hours.

5. Reverting to a basic schedule:

Employees on Flexible Time Scheduling may be required to revert to a basic schedule on a specified holiday.

J. Flexible Length Tour Scheduling - Provision which allows the number of hours which presently constitute a normal work week to be scheduled in various length tours over either 4 or 5 days.

1. Tour Hours:

There must be a minimum of 1 hour's difference between the shortest and longest tour for the week. No scheduled tour may exceed 10 hours nor be less than $\frac{1}{2}$ the length of a normal tour under a 5-day schedule. A tour must be comprised of two sessions with a minimum length of 2 hours and a maximum of 5 hours. Relief periods will be allowed as near the mid-point of the session as practicable. For tours of 6.5 hours or less, one 30-minute relief will be allowed as near the mid-point of the session as practicable.

2. Time Off:

The provisions of 3.02I3 will also apply to Flexible Length Tour Scheduling.

3. Holiday Week:

During a week with a specified holiday or Company Designated Optional Holiday, all employees will revert to a normal $7\frac{1}{2}$ tour length for that day.

K. 30-30-30 Concept - Provisions allowing the normal work day to be broken into four parts, separated by three 30-minute breaks.

1. Eligibility:

30-30-30 will normally be applied to employees working a four-day work week; however, where mutually agreed, the concept may be applied to 5-day work week employees.

Where implemented, 30-30-30 will be offered to all members of the affected group unless otherwise agreed upon by the Local President and Director. Employees will be allowed to choose individually whether they wish to be placed on 30-30-30 or a traditional schedule.

2. **Tour Hours:**

For the purpose of this concept, a session is considered to be 2 of the 4 parts of the tour, separated by the second 30-minute break. In determining the handling of relief and meal periods, the first 15 minutes of the first break will be considered the first relief period; the last 15 minutes of the last break will be considered the second relief period; all the break time between these 2 relief periods will be considered the meal period.

3.03 Relief Periods.

- A. Employees shall be granted a 15 minute relief period with pay during each session. Such relief periods shall be assigned or allowed as near the mid-point of the session as feasible or practicable, but in no event shall they be assigned to start less than one hour from the beginning or end of each session unless a service emergency develops.
- B. In cases of overtime connecting work, as defined in 1.04, when an employee requests time off for a meal period such request will be granted, without pay, if practicable in view of the nature or expected duration of the overtime work. When an employee works at least the equivalent of a session, he/she will be granted a relief period, as described in "A" above, with pay.

ARTICLE 4
PAY AND BASIS OF COMPENSATION

4.01 Pay for Work on a Week Day (Other than an Authorized Holiday).

- A. Employees working on a week day shall be paid at the regular rate for all scheduled time worked, except as otherwise provided in this section.
- B. Employees working on a week day shall be paid at the overtime rate for all non-scheduled time worked and for scheduled time worked which is a sixth or seventh scheduled day in the work week. When work on a week day is a call-out as defined in 1.03, employees shall be paid the overtime rate, subject to the following:
 - 1. A minimum of 2 hours pay at the overtime rate if the call-out starts at or after 7:00 A.M. and before 7:00 P.M.
 - 2. A minimum of 3 hours pay at the overtime rate if the call-out starts at or after 7:00 P.M. and before 7:00 A.M.
- C. All time worked on a week day which is in excess of the equivalent of 5 normal tours worked during the calendar week as referred to in "1" below, shall be paid at the overtime rate, except as otherwise provided in "D" below. (Also, see 3.02B2.)
 - 1. Time worked on week days, Sundays, time worked and/or excused on a holiday, optional holiday, vacations or paid Flexible Excused Time (other than time payable under "B" of 4.01, 4.02 and 4.04), and Union time not paid by the Company, up to the length of a normal tour, shall be included in determining the equivalent of 5 normal tours when computing weekly overtime due under "C" above.
 - 2. Optional holidays must be scheduled 3 weeks in advance in order to be included in the equivalent of 5 normal tours.
 - 3. Where a normal work week is scheduled over a 4 day period, the 5th, 6th and 7th days are considered premium days.
- D. Notwithstanding any other provisions of this section, employees will be paid at the double time rate for all time worked in excess of 49 hours of work time in a calendar week. In computing these hours, only time actually worked will be

counted, except that excused time on an observed holiday which is considered as time worked under "C" above shall also be counted in computing the hours of work time. An Optional Holiday will not count as time worked towards 49 hours when scheduled in a week with a Specified Holiday. Furthermore, no more than one Optional Holiday will count as time worked towards computing 49 hours worked in a week.

- E. When scheduled hours are shifted by the Company the new scheduled time worked on week days within 48 hours after notice of the shift but outside the previously posted schedule shall be paid at the overtime rate, except as otherwise provided in "D" above.
- F. When employees have worked 14 or more hours in the 24 hours immediately preceding the starting time of a scheduled tour on a week day, time worked during such scheduled tour equal to the time worked in excess of 13 hours during the preceding 24 hours shall be paid at the overtime rate, except as otherwise provided in "D" above.
- G. When employees have worked on 13 or more consecutive days (scheduled or non-scheduled) they shall be paid, beginning with the 14th day, at the overtime rate or the double time rate, as appropriate, for all scheduled time worked on week days until the employees have been granted a day off.
- H. Employees working on a week day falling on December 24 or on December 31 shall be paid at the overtime rate for all time worked after 7:00 P.M. except as otherwise provided in "D" above.
- I. Notwithstanding any provisions of this Agreement except 4.01G and 4.01H, the overtime rate of pay shall not be paid to part-time employees until they have worked in excess of the length of a normal tour per day or 5 normal tours per week.
- J. Occasional employees working on a week day shall be paid the regular rate of pay except that overtime rate of pay shall be paid for work in excess of the length of a normal tour per day or 5 normal tours per week, except as otherwise provided in "D" above.

4.02 Pay for Work on Sunday.

- A. Employees, working on Sunday shall be paid at the Sunday rate (1-1/2 times the basic hourly rate) for all time worked not in excess of the length of a normal tour and shall also be paid any applicable evening or night differentials.
- B. Employees working on Sunday shall be paid at the overtime rate for all time worked in excess of the length of a normal tour.
- C. When work on Sunday is a "call-out". as defined in 1.03, employees shall be paid under "A" and "B" above, as appropriate, at the rate applicable for the time worked, with a minimum of 2 hours pay if the call-out starts at or after 7:00 A.M. and before 7:00 P.M., and a minimum of 3 hours pay if the call-out starts at or after 7:00 P.M. and before 7:00 A.M.

4.03 Pay for Authorized Holiday.

- A. Employees shall be paid a day's regular pay for an authorized holiday irrespective of any payments they receive for time worked on such a holiday.

Where no work is performed on the holiday and the scheduled and excused time on such holiday is in excess of 49 hours as computed under 4.01D, the employee will be paid a day's pay at the double time rate.

- B. Absentees, meaning employees failing to report for scheduled work on the holiday, or on the last scheduled day preceding the holiday or the first scheduled day following the holiday, shall receive no pay for the holiday, unless such absences are excused.
- C. Employees excused, for any reason, without pay for 30 days or less and who perform no work during the calendar week in which the holiday occurs shall not be eligible for pay for the holiday except for absences during the first 7 days resulting from sickness, absence for Union time, or when the employee is absent as a result of acceptance of Company initiated excused time.

- D. Part-time employees engaged or re-engaged on or after January 1, 1981.

For such part-time employees, a holiday allowance at the straight time rate shall be paid for all authorized holidays whether they are scheduled to work, scheduled and excused or not scheduled to work. The holiday allowance paid shall be prorated based on the relationship of the individual part-time employee's "part-time equivalent work week" to the normal work week of a comparable full-time employee in the same job title, classification and work group.

- E. Occasional employees working on the holiday shall be paid under "A" for an authorized holiday irrespective of any payments under 4.04 for time worked on the holiday.

4.04 Pay for Work on Holiday.

- A. Employees working on a holiday not in excess of the length of a normal tour shall be paid at the overtime rate, except as otherwise provided in this section.
1. Employees will be paid at the double time rate for time worked on an observed holiday, not in excess of the length of a normal tour, when such work time is in excess of 49 hours of work in the calendar week as computed under 4.01D.
 2. Employees will be paid at the double time rate for time worked on an observed holiday, not in excess of the length of a normal tour, when such work time occurs on an observed holiday falling on Friday or Saturday and is in excess of 5 normal tours as determined in computing weekly overtime in 4.01C.
- B. Employees working on a holiday shall be paid at 2-1/2 times the basic rate for all time worked in excess of the length of a normal tour.
- C. When work on a holiday is a "call-out" as defined in 1.03, employees shall be paid under "A" and "B" of this section, as appropriate, at the rate applicable for the time worked, with a minimum of 2 hours pay at the overtime rate if the call-out

starts at or after 7:00 A.M. and before 7:00 P.M. and a minimum of 3 hours pay at the overtime rate if the call-out starts at or after 7:00 P.M. and before 7:00 A.M.

4.05 Non-Compounding of Overtime.

- A. Notwithstanding any other provisions of this Agreement, employees shall not be paid for work on Sundays, week days, or holidays at any rate in excess of the overtime rate except to meet holiday pay requirements under 4.04B, double time requirements under either 4.01D, 4.03A or 4.04A2, or where necessary to meet minimum pay requirements as stated in 4.01B, 4.01J, 4.02C, 4.03D and 4.04C.
- B. When an employee is paid at the double time rate for time worked within the length of a normal tour on a holiday, the holiday pay, equal to the time worked that is paid at the double time rate, will be paid at the regular rate irrespective of the provisions of 4.03A.

4.06 Equalization of Premium-Pay Opportunity.

- A. When it is necessary for employees to work overtime in order to meet the needs of the business, the Company will, to the extent practicable:
 - 1. Offer overtime to qualified employees who desire it;
 - 2. Equalize overtime within work groups on a quarterly basis;
 - 3. Provide as much notice as possible for scheduled and non-scheduled overtime work;
 - 4. Consider employees' valid personal reasons for declining overtime offers;
 - 5. Apply the principle of inverse seniority when the number of employees needed to work overtime exceeds the number who accept the overtime offer.
- B. The supervisor shall maintain records on the number of overtime hours worked each quarter by each employee in the work group in each payroll period. These records shall be retained through the end of each succeeding quarter.

1. Upon request, supervisors will provide to employees in the work group the number of overtime hours worked by other employees in the work group.
 2. The number of overtime hours worked by each member of the work group will be provided to the Union in connection with a grievance.
- C. Employees covered under paragraphs 4.06A and B have the option of either time off or overtime payments when the employee works overtime.
1. The option to take compensatory time off will be voluntary on the part of the employee and must be agreed to by the employee's supervisor and will be granted in accordance with 5.07F.
 2. Compensatory time off must be taken in the same payroll period in which the overtime occurred.
 3. Compensatory time off may only be taken for overtime hours worked at the 1 ½ times rate. Such compensatory time off will be granted at the rate of 1 ½ hours for each hour of overtime worked.
 4. Pay for overtime hours worked and taken as compensatory time off will be included on the overtime list of overtime hours worked.
 5. There is no intent to change the way overtime is offered.

4.07 Differential Payments.

A. Training Differential.

Employees who perform training work shall be paid a differential of **\$4.50** per session for any session in which more than one hour of such work is performed.

B. Working on Higher-Rated Job.

1. An employee working temporarily on a higher-rated job classification within the bargaining unit shall receive a differential of 10% above his/her basic hourly rate of pay (basic weekly rate divided by 37.5) for such time worked provided he/she performs such work for 2 or more hours

during the calendar week. Differentials are limited to those instances in which an employee is substituting in a job carrying a higher top basic weekly rate, than the job on which the substituting employee normally works, except that an employee in formal training for work on a higher-rated job classification within the bargaining unit but who has not been promoted to the higher-rated job classification shall receive differential payment during the period of such training (see 13.06A1).

2. In no event shall the basic pay of the employee substituting in a higher-rated job plus differentials under "1" above be more for a calendar week than his/her wage experience credit entitles him/her to receive when applied to the higher wage scale for the job on which he/she is temporarily working.
 3. When an employee is designated temporarily to work full-time on a higher-rated job classification within the bargaining unit and that designation is expected to run for a period of longer than 4 weeks, he/she shall be reclassified temporarily to the title of "Acting" in the higher-rated job classification and paid in accordance with 2.04. If an employee has been working on a differential payment basis for a period of 4 weeks, he/she shall be reclassified to the title of "Acting" if the relieving assignment is expected to continue for 3 or more additional weeks. Upon the end of such designation, the employee shall receive the rate of pay to which his/her wage length of service entitles him/her on the job that he/she thereafter performs.
- C. Where connecting overtime work (see 1.04) extends into a period for which evening or night differentials are payable, compensation for that day shall include a differential payment in the amount of 10% of the basic daily wage rate, except that no such differential will be payable for time worked between the hours of 7:00 P.M. and 8:00 P.M.
- D. Where overtime of 4 or more hours duration is worked which does not connect with a scheduled tour, and any part of the

overtime is between the hours of 7:00 P.M. and 7:00 A.M., compensation for that day shall include the proper proportion of the applicable differential payment.

- E. Only one evening or night differential shall be paid for work performed between 7:00 P.M. and the following 7:00 A.M. except in cases where an employee has earned such a differential under “C” or “D” above, and starts his/her next scheduled work prior to 7:00 A.M.
- F. Supervisory-Relief Differentials.
 - 1. Rate of Differential. When an employee is designated by the Company to relieve a management employee or to perform supervisory work, he/she shall be paid a supervisory relief differential of 10% above his/her basic hourly rate of pay for such time worked provided he/she performs such work for 2 or more hours during the calendar week.
 - 2. “Acting” Titles. When an employee is designated to perform temporarily the supervisory duties of a first line or higher supervisor and that designation is expected to run for a period of longer than 5 weeks, he/she shall be reclassified temporarily to the title of “Acting” for the supervisor being relieved. If an employee has been relieving a supervisor on a differential payment basis for a period of 5 weeks, he/she shall be reclassified to the title of “Acting” if the relieving assignment is expected to continue for 5 or more additional weeks. Upon the end of an “Acting” designation, the employee shall receive the rate of pay to which his/her wage length of service entitles him/her on the job that he/she thereafter performs.
- G. Central City Differential. An employee will be paid one Central City Differential of \$1.30 for each day he/she works after reporting to a qualified location. An employee who only works one-half the length of a normal tour or less will be paid 65¢.
 - 1. The Central City Differential will enter into computations of overtime pay required under the terms of the Fair Labor Standards Act but will not be part of the basic rate for any

other purpose nor enter into the computations of any payments under the “Short Term Disability Plan”, the “BellSouth Pension Plan”, or any other fringe benefits or differentials.

2. Central City Differential Areas.

The specific designated areas within which employees will receive the Central City Differential for each day they are assigned to, and report for work therein, are described as follows:

a. Atlanta, Georgia

Eastern Boundary

Beginning at a point where Cumberland Road intercepts Fulton County line. South following line to I-20.

Southern Boundary

West on I-20 to Cherokee Avenue, South on Cherokee Avenue to Georgia Avenue, West on Georgia Avenue into Ralph David Abernathy Boulevard to CSX Railroad.

Western Boundary

North on CSX Railroad to Bankhead Avenue, East on Bankhead into Northside Drive, North on Northside Drive to Norfolk Southern Railroad.

Northern Boundary

Northeast on Norfolk Southern Railroad to Peachtree Road, South on Peachtree to Beverly Road, East on Beverly Road to Montgomery Ferry Road to Monroe Drive, Southeast on Monroe Drive to Cumberland Road, East on Cumberland Road to the County line, the point of beginning.

4.08 Payroll Periods and Paycheck Deliveries.

A. Employees in all departments will be carried on bi-weekly payrolls. There will be 2 methods of paycheck and/or stub delivery to employees:

1. An employee may be paid by direct deposit to a checking

or savings account at any financial institution that is a member of the U.S. Federal Reserve Automated Clearinghouse System. The paycheck stub will be mailed to the employee's home address 2-3 business days prior to payday. Payday will be on Friday following the close of each payroll period. Funds will be deposited in the employee's account effective Thursday following the close of a payroll (Friday when the previous Monday is a Company holiday).

2. An employee not electing to participate in direct deposit will have his/her paycheck by U.S. mail addressed to his/her home address. The paycheck will be mailed 2-3 business days prior to the payday.

ARTICLE 5

HOLIDAYS, FLEXIBLE EXCUSED TIME AND VACATIONS

5.01 Authorized Holidays.

- A. Ten holidays shall be authorized (6 specific holidays and 4 optional holidays) as follows:

1. Specified Holidays:

New Year's Day	Labor Day
Memorial Day (Last Monday in May)	Thanksgiving Day
Independence Day	Christmas Day

2. Optional Holidays:

Any day other than those specified in "1" above such as, but not limited to, Washington's Birthday, Good Friday, Veteran's Day, Martin Luther King's Birthday, employee's birthday, religious holidays or days of remembrance, etc., may be selected as an optional holiday. The Company may also designate a day(s) in the calendar year as a holiday, provided employees would not be scheduled to work.

- a. Employees shall designate 4 optional days (if none have been designated by the Company) as being their additional holidays. An optional holiday may be

scheduled in a week with a specified holiday. Employees who have not made such designation by December 31st shall observe Washington's Birthday (third Monday in February), Good Friday, Veteran's Day (November 11) and the employee's birthday as appropriate.

- b. Except for an Optional Holiday designated by the Company, employees hired before April 1 may designate 4 optional holidays; those hired after April 1 but prior to July 1 may designate 3 optional holidays; those hired after July 1 but prior to September 30 may designate 2 optional holidays. Those hired after September 30 but prior to November 15 may designate one + optional holiday. Those hired after November 15 are not eligible for optional holidays in the current calendar year unless an optional holiday(s) has been designated by the Company.

- B. Insofar as business needs permit, optional holidays under "A2a" above shall be scheduled and excused in the order of seniority among those employees who originally designated such day as their optional holiday.

Optional holidays may be changed at the request of an employee. Such changed optional holidays shall, insofar as business needs permit, be scheduled and excused in the order of seniority among those employees who have requested a change in optional holidays after the provisions have been complied with.

Transferring employees who have previously used their optional holidays will be excused and paid for a designated day(s).

Employees who are scheduled and excused and/or who work on an optional holiday shall be paid in accordance with 4.03 and 4.04 as appropriate. Such optional holidays shall be treated the same as specified holidays under other provisions of the Agreement.