

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 Telecommunications 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, 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 Sibbersen
Vice President

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AGREEMENT
between
COMMUNICATIONS WORKERS OF AMERICA
and
BELLSOUTH TELECOMMUNICATIONS

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

The parties agree that the Company hereby continues its recognition of the Union, for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment, as the exclusive bargaining representative of all employees of the Company except for supervisors and professional employees as defined in the National Labor Relations Act as amended, and employees regularly performing confidential labor relations duties. The jobs presently within these non-represented categories are listed in a Memorandum of Agreement between the parties dated the 10th day of August, 1986.

As a result of collective bargaining, the parties hereby covenant and agree that the following provisions 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 Calendar Week.

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

1.03 Call-Out.

A call of an employee to perform non-scheduled work for the Company.

- A. If the time worked immediately follows and connects (as defined in 1.04) with regularly scheduled time, it shall not be considered a call-out.
- B. If the time worked immediately precedes and connects (as defined in 1.04) with regularly scheduled time and starts at or after 7:00 A.M., it shall not be considered a call-out.
- C. If the time worked starts before 7:00 A.M., and falls entirely within the hour which immediately precedes the regularly scheduled starting time, it shall not be considered a call-out.
- D. "Remote" callout is a call to an employee to perform non-scheduled work that may require testing, diagnosing and clearing a trouble in a system or equipment with remote access capability but does not result in an on-site job visit.

1.04 Connecting Work.

Any overtime work which connects with the beginning or end of scheduled time. If the employee requests and receives time off for a relief or meal period between the scheduled time and the overtime period, such break shall not change the connecting nature of such work (see 3.08C).

1.05 Dedicated Employee. (CPE only)

The term dedicated employee shall mean those instances in which a customer has contracted for an employee. Selection of dedicated employees will be made in seniority order from the pool of qualified available employees.

1.06 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.

1.07 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.

1.08 Evening and Night Differentials.

Payments as provided for in 4.07 and shown in the Table in 3.07, 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.

1.09 Full-Time Employee.

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

1.10 Gender.

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

1.11 Headquarters Exchange, Location, Town.

An exchange, location or town 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.

1.12 Holiday Work.

Any work which begins on an authorized holiday.

1.13 Non-Scheduled Day.

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

1.14 Normal Work Day (Tour).

A normal work day is any of the tours shown in 3.07.

1.15 Normal Work Week.

A normal work week shall consist of the first 5 tours, or their equivalent in tours and part tours, worked in a calendar week.

1.16 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.

1.17 Organizational Unit.

For purposes of force adjustment, an organizational unit is defined as one of the following: (1) Consumer Services, (2) Finance, (3) Interconnection, (4) Operator Services, (5) Network, (6) Organization Support (includes Human Resources, Regulatory, External Affairs, Executive, Security, Strategic Management, Auditing), (7) Supply Chain Management, (8) Small Business Services, (9) Large Business Services, and (10) CPE.

These designations are for the life of this Working Agreement unless otherwise negotiated at the Bargaining Level. If an employee is transferred at the Company's instance from one organizational unit to another after the effective date of this Agreement and there is a subsequent force adjustment in either the old or the new organizational unit, the employee will be grouped back with his/her previous organizational unit providing he/she is performing the same basic job duties as he/she performed in the previous organization.

1.18 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.

1.19 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.

1.20 Part Tour.

A work assignment of less length than the normal tour or work day.

1.21 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.

1.22 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 Area 1 wage scale shall be used in determining if a promotion is involved. Transfer from a lower-rated to a higher-rated exchange/wage area where the job classification or work assignment is not changed is not a promotion. Reassignment to a different job having the same top basic weekly rate is not a promotion.

1.23 Regular Employee.

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

1.24 Regular Rates, Wages, Pay.

Basic pay plus any differential pay for work on evening and night tours as provided for in 4.07 and shown in Table A in 3.07. No

overtime or extra pay other than evening or night differential is included in regular pay.

1.25 Scheduled Hours.

Hours falling within an employee's scheduled tour.

1.26 Scheduled Tour.

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

1.27 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/she 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.

1.28 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 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 XV.)

1.29 Session.

One of the 2 parts into which a tour is divided (or assumed to be divided when the nature of the employee's assignment requires constant attention on duty). A session will not be less than 3 hours, except under 3.03K1.

1.30 Split Tour.

A normal tour where the time interval between the end of the first session and the beginning of the second session is more than one hour. The total time between the beginning of the first session and ending of the second session will not exceed 13 hours.

1.31 Sunday Work.

Any work which begins on a Sunday (see 1.35).

1.32 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 plant or equipment, a change in a method of operation, or other internal change diminishing the total number of employees formerly required to supply the same service to the Company or its

subscribers. The term shall not include layoffs caused by external forces.

1.33 Temporary and Term Employees.

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/WRA 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.

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 General Manager 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 General Manager 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.

1.34 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.

1.35 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.

1.36 Work Group.

A group of employees who work under the same first line, or immediate supervisor or Manager-Operator Services, and who

regularly interchange on work assignments and regularly relieve each other.

1.37 Work Reporting Area. (WRA - CPE only)

Work Reporting Area is a town or group of towns within a relative commuting area. WRA will be used in applying other appropriate sections of this agreement except for wages. (See Customer Markets Addendum.) All new geographic areas established as WRAs for basic wage rates or all other Agreement purposes are subject to notice and bargaining requirements of Article 15.

1.38 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.

EXAMPLE: Different groups of Service Technicians having the same place of reporting but who work in different departments, or who are divided into installation and repair forces at a particular place of reporting, will be considered as separate work units in the application of this procedure.

Also, see 9.06 and 12.05C.

1.39 Working Leader.

A non-supervisory employee on productive work who coordinates the work activities of a group of workers and who contributes to the training of employees.

**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. Except for payment for overtime hours worked, all hours worked by a part-time employee in DM/DR (Direct Marketing/Direct Response) Centers and any equivalent retail sales or service centers operation, shall be paid at the equivalent basic hourly rate for a comparable full-time employee working a normal daily tour in the same job title, classification, and work group. Payment to a part-time employee for hours worked in excess of an equivalent normal daily tour or work week for a comparable full-time employee shall be at the applicable overtime rate for a comparable full-time employee based on such part-time employee's basic hourly rate.
2. Any regular employee who is on the active payroll of the Company as of December 31, 1980, and who works part-time on or after January 1, 1981, shall thereafter continue, during the current term of employment, to be paid on the same basis as was applicable to such a part-time employee on December 31, 1980 as follows:
 - a. The rate of pay and amount of increase for a part-time employee shall be prorated by relating his/her hours of work to the normal work week.
 - b. A part-time employee shall receive progression increases at the same intervals as a full-time employee.
3. 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.)
4. 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. Indicated adjustments, if appropriate, will be on a prospective basis. In determining whether such 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 except that any hours worked which are paid at the overtime rate shall not be counted in computing the average number of hours worked.

5. For employees who are hired on or after January 1, 1981, and who work as regular part-time employees, payments to a regular part-time employee for sickness disability, accident disability, or death benefits under the "Short Term Disability Plan", vacations, holidays, anticipated disability leave, sickness absence (not under the "Short Term Disability Plan") or termination allowance (or its equivalent) 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.
6. Regular employees who are on the active payroll of the Company as of December 31, 1980, and who work part-time on or after January 1, 1981, shall thereafter continue, during the current term of employment, to receive payments for the benefits and other items listed above on the same basis as was applicable to a part-time employee on December 31, 1980.

2.02 Starting Rates.

- A. Except as provided in "B" of this Section, a person engaged to work in one of the titles listed in Appendix A, Part I, shall receive the rate designated "Start" on the progression wage scale for his/her title in the appropriate schedule for his/her location as shown in Appendix B, Part I.

- 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. (CPE sec Customer Markets Addendum)
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 as 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 at the exchange/WRA to which the employee is re-employed 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 "a" 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.

6. Upon employment, persons who have previous experience with telecommunications companies shall be given wage experience credit commensurate with such previous training and experience that is of value to the Company, but in no event shall the wage experience credit allowed be more than the employee would have received had such previous training and experience been with this Company or another BellSouth Company as determined under the provisions of 2.02B3 of the Agreement.
- 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 Wage Progression Schedules.

Wage progression increases shall be automatic unless the wage scales specifically state otherwise.

2.04 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.

2.05 Flexible Starting Rates.

It is agreed that the starting rate specified for any of the wage scales listed in Appendix B for any exchange or in Customer Markets Addendum for any WRA may be increased when the Company determines that the employment situation warrants such action in accordance with the following:

- A. In the event that such action is taken, the progression steps on the wage scale or scales affected at such exchange/WRA or exchanges/WRA's shall be revised in accordance with the following procedure unless otherwise agreed between the Company and the Union:
 - 1. Establish the new starting rate which shall be an increase of not less than \$3.00 per week.
 - 2. Establish new progression steps in multiples of 50¢, but not less than \$1.00, to meld the increased starting rate into the existing wage scale.
 - 3. The new progression steps shall be established at intervals of not less than 3 months nor more than 12 months.
- B. On the date the new starting rate is placed in effect, the Company agrees to adjust the wage rates of all employees on the payroll as of that date to the new rates established in accordance with their wage experience.
- C. At any time after the above action has been taken, the Company may reinstate the wage rates provided in the related wage scale or scales listed in Appendix B. However, if this is done, no employee on the payroll at that time will have his/her wage rate reduced because of this action.
- D. The Company shall notify the Union in all instances where changes in starting rates are to be made. The Union shall have the right within 30 days from receipt of notice by the Company to conduct negotiations concerning such changes.

2.06 Promotional Increases.

Employees promoted from one job to another within the bargaining unit will be accorded the following pay treatment:

- A. Promotional increases will be the higher of the start rate of the job to which promoted or 10% of the same step rate on the promoted-to wage scale added to the current pay, rounded up to the next higher step of the promoted-to wage scale, not to exceed the maximum rate for the promoted-to job.

Example:

Office Assistant on 24th month of WS 10, is promoted to a Special Assistant on WS 14

Current Pay for WS 10, 24th month = \$581.00

WS 14, 24th month $\$633.50 \times 10\% = \63.35 (Promotional Increase)

$\$581.00 + \$63.35 = \$644.35$ (Proposed rate of pay)

The nearest higher step on WS 14 is the 30th month. The employee will be moved to this step at \$666.50 and wage experience adjusted to provide the employee with 30 months wage experience.

- 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.
- C. Where an employee is transferred to another exchange/WRA pursuant to a promotion, the transfer will first be made under 2.07 as appropriate, then the rate of pay will be calculated as shown in this article.

2.07 Transfers Without Change in Wage Scale to Exchanges/WRAs Having Lower/Higher Wage Zones/Wage Areas.

- A. Employees with 6 months service transferring to a lower wage zone/wage area shall suffer no change in their rate of pay unless their rate of pay is more than the maximum of the new

zone/area. If their rate of pay is above the maximum at the new zone/area, the rate shall be reduced to the maximum. For employees with less than 6 months of service, the rate of pay shall be adjusted at the time of transfer to the rate applicable to their wage experience credit on the wage scale for the lower zone/area.

1. If his/her rate is not above the maximum at the new location he/she shall continue at such rate until his/her wage length of service entitles him/her to an increase on the wage scale in effect at the new location.
- B. When an employee transfers to a higher wage zone/area, his rate of pay shall be adjusted to the same wage length of service for the higher zone/area.
- C. "A" and "B" above do not apply to transfers from other BellSouth companies. (See 2.02B5 for details on how to determine wage rates and wage experience credit for employees transferring from other BellSouth companies.)

ARTICLE 3 SCHEDULING

3.01 Work Schedules

- A. Work schedules for all employees shall be posted officially by 11:00 A.M. on each Thursday to show for each such employee his/her scheduled or assigned tours for the next 2 calendar weeks, except that all holiday schedules shall be posted not later than 11:00 A.M. on Tuesday of the second week preceding the week in which the holiday falls.
- B. Work schedules shall stipulate the starting and ending time of such tours, together with the starting and ending time of each session. Intervals between sessions shall not be shifted, at the instance of the Company, except as necessary to meet service requirements.

1. Lunch or meal periods between sessions which are shifted by the Company shall not be considered as a shift of tours under 3.03G.
 2. "B" above does not require the posting of starting and ending time of sessions for those tours that have no meal period.
- C. Where employees work common hours as a group, a statement stating the hours may be posted for the work group.
- D. At locations where no management person is assigned to supervise the employee involved, a letter to such employee which meets the requirements of 3.01B may be addressed to him/her advising that until further notice he/she is to work that schedule. At such locations, this shall be considered as complying with 3.01A.

3.02 Choice of Tours.

- A. Employees shall have the opportunity to exercise their seniority in preference for choice of tours, not less frequently than every 13 weeks (except where an employee enters the work group after assignment of tours have been made as outlined in Article 3). Employees returning from leaves of absence, layoff, employees coming in by transfer or employees who have their service bridged (entitling them to additional seniority), shall be granted choice of tours in accordance with their seniority at the next revision of the schedule. Once the basic schedule is completed on the basis of the above, no change shall be made in basic tour assignments until the next selection period except that the Company finds it necessary for service requirements to revise the basic schedule in less than 13 weeks. With each such revision in a basic schedule, the opportunity to exercise preference for choice of tours will be afforded.
- B. Preference for choice of tours as set forth in this section does not contemplate the choice of furlough days (meaning non-scheduled days) which shall be assigned by the Company in such a manner as to arrange for every employee periodically

to secure desirable furlough days. Sunday and holiday schedules shall be rotated among the employees within a work group in such a manner as to provide for the approximate equalization of both premium pay work opportunity and the privilege of securing Sundays and holidays as furlough days. Each holiday will be considered separately insofar as practicable in the rotation of holiday schedules. For Operating Room Forces of Operator Services only, Christmas Eve, Mother's Day, New Year's Eve, and Easter shall also be rotated even though they are not considered authorized holidays.

1. When December 25th and January 1st fall on Sunday, holiday schedules for Operating Room Forces of Operator Services will be rotated for work on Sunday rather than Monday which is considered the holiday under 5.02. For employees who express a preference, choice of tours on such days worked shall nevertheless be assigned in the order of seniority.
2. Employees on vacation for one or more full weeks will be considered unavailable for rotation of Sunday and holiday schedules beginning with Sunday of the first week and ending with Saturday of the last week.

3.03 Scheduling Tours.

- A. Insofar as service requirements permit, the Company shall assign tours in accordance with the preference of employees in the order of their seniority, except that seniority shall not entitle any employee to select a tour assigned by the Company to an Operator having less than six weeks' service. Training tours for Consumer Service Representatives will normally not exceed 8 weeks, but may last up to 12 weeks with discussion with the Local President. Tours will be scheduled and assigned in accordance with 3.04 or 3.06 below.

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 service requirements, except that the tours and part 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 and/or part tours, and the scheduled time for any work day shall not exceed the length of a normal tour.
 - 2. Operating Room Forces week day schedules shall not include part tours that are the equivalent of morning-afternoon tours, unless it is necessary to use such part tours because of service requirements.
 - 3. 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 six days per week for more than two consecutive weeks without his/her consent except where acute service conditions develop caused by unanticipated service needs, fire, flood, storm, or other natural disaster. (See Appendix C, Part XV.)
- D. Insofar as service requirements will permit, a minimum time interval of 12 hours (11 hours for Operating Room Forces) 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. In such case the Company may change the employee's schedule, at his/her request, pursuant to section 3.03G, to provide for the minimum interval between tours. Such a change will not be made in violation of the seniority rights of any other employee.

- E. Part tours may be scheduled for full-time employees; however, the Company recognizes the undesirability of scheduling such part tours for full-time employees.
- F. Employees shall be either scheduled and excused or scheduled to work on authorized holidays.
 - 1. Insofar as service requirements permit, employees shall be excused on authorized holidays.
 - 2. Insofar as service requirements permit, holiday assignments shall be rotated among the employees within a particular work group in accordance with 3.02, 3.04 and 3.06.
- G. 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.

- d. Employees who are normally scheduled for tours ending after 7:00 P.M. will be scheduled for day tours (comparable to day tours worked by other employees in the work group) with starting times as near as possible to the court convening time, (or their schedule changed to such day tours) on the days they are to serve as jurors or witnesses. This will not be considered a shift of tours under 4.01E.

H. 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 3.03I, J, K, and L. 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 - Labor Relations prior to implementation. *Disputes arising from flexible scheduling concepts not resolved at the local level may be discussed between the CWA State Representative and the Director level of the business unit.* 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.

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

1. Tour Hours:

For employees normally scheduled 40 hours per week, each tour will be of 10 hours duration except as noted in 2 below. For those normally scheduled 37 1/2 hours per week, the maximum tour length will be 9 1/2 hours and the minimum tour length will be 9 hours. The length of a session will not exceed 5 3/4 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 Excused Work Day, the employee will be scheduled 7 1/2 or 8 hours, as appropriate, 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. In the latter case the 3 non-holiday tours may be up to 11 hours duration.

3. Time Off:

One week segments of vacation will be scheduled and paid at either 37 1/2 or 40 hours per week as appropriate, based on the employee's normal work week. Vacation days taken in less than a full week segment, excused work days, 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, EWD 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. As an exception, a four-day work week employee excused on a Company Designated Excused Work Day will be paid for the entire day regardless of the remaining hours of paid EWD hours to which he/she is entitled. 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/EWD/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>40 Hour</u> <u>Work Week</u> <u>Employees</u>	<u>Vacation</u> <u>Hours</u>	<u>Paid</u>	<u>Unpaid</u>	<u>Paid</u>	<u>Total</u>
		EWD	EWD	Optional Holiday	Hours
		Hours	Hours	Hours	Hours
1 Week Vacation.....	40.....	32.....	8.....	32.....	112
2 Weeks Vacation.....	80.....	32.....	8.....	32.....	152
3 Weeks Vacation.....	120.....	32.....	8.....	32.....	192
4 Weeks Vacation.....	160.....	32.....	8.....	32.....	232
5 Weeks Vacation.....	200.....	32.....	8.....	32.....	272

37.5 Hour
Work Week
Employees

1 Week Vacation.....	37.5.....	30.....	7.5.....	30.....	105
2 Weeks Vacation.....	75.....	30.....	7.5.....	30.....	142.5
3 Weeks Vacation.....	112.5.....	30.....	7.5.....	30.....	180
4 Weeks Vacation.....	150.....	30.....	7.5.....	30.....	217.5
5 Weeks Vacation.....	187.5.....	30.....	7.5.....	30.....	255

4. Differential:

With the exception of differentials described under 3.03H7, the payment of evening and night differentials shall be based upon tours which fall wholly or partly within the period from 8:00 p.m. to 6:00 a.m. (For the job titles listed in Paragraph 3.07, evening and night differentials will not be paid for any tour with an ending time earlier than 8:00 p.m.)

- J. 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.
- K. 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 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 3.03I3 will also apply to Flexible Length Tour Scheduling.

3. Holiday Week:

During a week with a specified holiday or Company Designated Excused Work Day, all employees will revert to a normal (7 1/2 or 8 hour) length tour for that day.

L. 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.

3.04 Assignment of Tours Other Than Open-End Scheduling.

- A. For all forces, other than employees scheduled in accordance with 3.06 where employees in the work group are not scheduled identical tours or sessions, the following principles and general procedures for the selection of tours will govern with the following exceptions:
1. In work groups of 3 or less employees, the Company is not required to post the list described in "B2a" and "B2b" below.
 2. An employee assigned to a work group to relieve an absent employee will work the tour assigned to the absent employee.
 3. In the Business Office where an employee is temporarily assigned to a work group other than his/her own during a peak load period, his/her regular lunch period may be changed to meet service requirements during such temporary assignment.
 4. In the Network Department, the provisions of 3.04B7 will apply for tours on Sunday or holidays although separate schedules are not used.
- B. In conformity with Article 13, the following procedures shall be followed in the assigning of tours:
1. Employees will have the privilege of exercising seniority in preference for choice of tours in accordance with their seniority dates posted on the seniority list, and the

Company will assign tours as chosen insofar as service requirements will permit.

2. Not more than 4 weeks prior to the specified effective date of a new basic week day schedule (Monday through Friday or Monday through Saturday, as appropriate) or in the reassignment of an existing basic schedule, the Company will concurrently post:
 - a. A copy of the schedule (or a notice) indicating the starting and ending time of tours, together with the starting and ending time of each session and the number of each group of tours.

Example--

Schedule Tours	Number of Tours
8:00 A.M. to 12:00 Noon- 12:30 P.M. to 4:00 P.M.	6
8:15 A.M. to 12:15 P.M.- 1:00 P.M. to 4:30 P.M.	4
9:30 A.M. to 1:00 P.M.- 5:00 P.M. to 9:00 P.M.	3
3:00 P.M. to 7:00 P.M.- 8:00 P.M. to 11:00 P.M.	3

The posting shall also show the effective date of the new schedule and the date (not earlier than 3 days following the date of posting) on which the Company will begin contacting employees as provided under "3" below.

- b. A list for each work group indicating the seniority date of each employee as of the effective date of the new schedule. For employees who will have their service bridged in accordance with 1.27B prior to or on the effective date of the new schedule, the seniority date to be indicated will be the new seniority date arrived at by such bridging of seniority. No change shall be made in the seniority date shown on the list for an

employee after his/her new seniority date has been passed in the assignment of tours. For the purpose of this section, employees temporarily assigned to a different work group in the same exchange/WRA will be considered as members of their regular group.

Employees with "Acting" titles in work groups other than those in which they regularly work will be included on the seniority list for the work group in which the "Acting" title is held, unless it is expected that the employees will return to their regular work group on or before the effective date of the new schedule.

- c. Where it is known prior to contacting for choice of tours that employees are to enter the work group under the provisions of Article 7 on or after the effective date of the new schedule, such employees will be listed on the seniority list referred to in "b" above and contacted for choice of tours under the provisions of "3" below.
3. The Company will make a reasonable effort to contact employees on the seniority list in the order listed for the purpose of obtaining preferences for choice of tours except for the following: employees on vacation, employees absent from the town of their residence and employees on leave of absence. Since such contacts and the assignment to basic tours or to the relief force will be made in the order of seniority in accordance with the list referred to in "2b" above, the time consumed in attempting to contact each employee will be necessarily limited. Accordingly, it is contemplated that employees will express in advance assignments they prefer if they will not be readily available for such contact. Changes shall not be made in any assignment after an assignment is made to the next person on the list.
 - a. Employees on vacation, employees on leave of absence who are expected to return on or before the