

decisions in the filling of any jobs listed in "1" above are subject to the grievance procedure but not arbitration.

- b. The transfer or reclassification of an employee from one entrance job to another, or from a non-entrance job to an entrance job, with a higher top basic rate may be handled under 12.01B or 12.04 even though such a move would be a promotion for the employee involved.
- c. In the selection of an employee for transfer from one entrance job to another, or from a non-entrance job to an entrance job, with higher top basic rate, the principle of 12.02C shall be observed if one or more employees have requested such transfer under 12.01B.

2. Vacancies will be advertised via the staffing system for seven calendar days and will include as much specific information as is available (work location, hours, any special requirements, etc.). A written copy of advertised vacancies in the state will be provided to designated CWA Staff Representatives and the appropriate Union President.

B. Requests must meet the following criteria in order to be valid:

1. Requests may be submitted to the staffing system by regular employees for a specific job title and exchange/WRA and must be on file before the close of the job ad. Transfer or promotional moves may be requested within and between the following entities: BellSouth Telecommunications, Inc., BellSouth Corporation-Headquarters, ***BellSouth Advertising & Publishing Company***, BellSouth Billing, Inc., BellSouth Affiliate Services Corporation, ***BellSouth Long Distance, Inc., Utility Operations, BellSouth.Net, and National Directory and Customer Assistance.***

The Company will acknowledge the receipt of all requests to the employee in writing, upon request.

- a. Should the Company choose to select an employee whose request was not on file before the close of the job ad, any other employee whose request was not on file before the close of the job ad may grieve such selection.
  - b. The provisions of 12.01B and 12.02A notwithstanding, former regular employees returning to service with the Company from a BellSouth represented entity in temporary positions may submit requests and receive consideration for placement after a minimum period of 3 months in the temporary assignment.
    - 1) A temporary employee who has not been a former employee of any of the BellSouth represented entities may submit requests and receive consideration for placement after a minimum period of 3 months in the temporary assignment. However, such requests will only be considered for equal or lower level jobs prior to the hiring of a new employee to fill a vacancy.
2. Requests shall be submitted to the staffing system. Employees may also submit information on the experience, training and other qualifications which the requestor feels are pertinent to the vacant job on the appropriate form(s) to the person stipulated by the Company. ***Employees may submit an unlimited number of “specific” requests for currently advertised vacancies and may submit up to 10 “future” requests.*** These may be ***a combination of*** Article 10 requests ***or*** Article 12 ***intra- or inter-entity*** requests. ***A specific request is only valid until the advertised job is filled.*** A ***future*** request will expire at the end of the quarter in which 12 months is attained, unless renewed or canceled sooner by the employee or as specified in 12.02A6. The staffing system will advise the employee of expiring requests.

3. The Company is not required to consider a request unless the requestor has met test qualification requirements for the job under consideration. However, if the Company selects an employee who was not test qualified as of the date the job ad closes, other such requestors may grieve.
4. The Company is not required to consider a request for movement unless the requestor meets the minimum time-in-title *and* exchange/WRA requirements as indicated below. However, if the Company selects an employee who does not meet time-in-title and exchange/WRA requirements as outlined in the following chart, other such requestors may grieve:

<b>a. Job Title</b>	<b>Time-In -Title</b>	<b>Time-In -Exchange/WRA</b>
Circuit Layout Assig. ....	24 months .....	24 months
Communications Spec. ...	24 months .....	24 months
Communications Tech. ...	24 months .....	24 months
Customer Service Assoc.	24 months .....	24 months
Digital Tech.....	36 months# .....	36 months#
Electronic Tech. ....	36 months# .....	36 months#
Facility Tech. ....	36 months# .....	36 months#
Line Translations Spec....	24 months .....	24 months
Multi-Media Tech. ....	24 months .....	24 months
Outside Plant Tech.....	24 months* .....	24 months*
Processor Tech.....	24 months .....	24 months
Sales Associate.....	24 months .....	24 months
Service Consultant .....	24 months .....	24 months
Service Rep. ....	24 months .....	24 months
Services Tech. ....	24 months* .....	24 months*
Switching Equip. Tech....	36 months# .....	36 months#
Sw. Equip. Instal. Tech...36 months# .....	36 months# .....	36 months#
Systems Specialist Tech..	24 months .....	24 months
Systems Technician .....	24 months .....	24 months
Technical Consultant .....	24 months .....	24 months
Testing Tech.....	36 months# .....	36 months#

- \* OPTs and STs are held to only 15 months time-in-title and exchange if the move will be a promotion.
- # Titles with 36 months time-in-title and exchange are held to only 24 months if the move will be a promotion.
- |  |           |           |
|--|-----------|-----------|
| b. All Other Job Titles  | 15 months | 15 months |
| c. In addition to the requirements above, for new hires transferring out of the State or Area whichever is smaller or transferring between entities. | 36 months | 36 months |
- d. See Section 8.06 for PMR time-in-title/time-in-exchange/WRA.
- e. Time criteria as described in 12.01B4 will be considered as time met if time criteria is satisfied no later than the sixth Sunday following the date the employee is notified.
- C. Employees may cancel, renew and/or add requests at any time via the staffing system.
- D. Nothing in this Agreement is to be construed as prohibiting the Company from filling vacancies in excess of the number advertised as needs of the business dictate. The Company is not required to fill advertised vacancies.
- E. Notwithstanding any other provisions of this Agreement, an employee transferring into an exchange/WRA under the provisions of 12.01 after the Company has determined to employ temporary employees under Article 7 shall lose his/her seniority for treatment under Article 7. Coincident with or prior to granting of such transfer request, the employee shall be advised in writing of his/her seniority treatment. After all other regular employees in the

exchange/WRA have been offered treatment under Article 7, such transferred employees shall have full seniority rights restored for all purposes except for an offer of termination pay.

- F. Decisions in the filling of vacancies across entity lines are subject to the grievance procedure but not arbitration.
- G. An employee from one step outside the bargaining unit reassigned to the bargaining unit under Article 7 or Article 12 at his/her request will lose his/her seniority for the provisions of Article 7 for the first 12 months following such assignment. *Additionally, the employee must meet applicable, reasonable threshold requirements for the job as defined in 12.02E prior to being reassigned to the bargaining unit.*

#### **12.02 Filling Job Vacancies.**

- A. Vacancies will be filled by return of regular employees from leave of absence, promoting qualified regular employees, transferring qualified regular employees, demoting regular employees within or from one step outside of the bargaining unit, transfers from other states within the Company, as defined in 12.01B1 of regular employees, re-employment of regular employees laid off under Article 7, provided such employees are as well qualified to fill the job vacancies as persons or other employees available from other sources and provided further that service requirements will permit the release of the requesting employees from their present assignments (not applicable in cases of promotion). No individual employee will be held from transfer due to service requirements longer than 9 months. The Company will notify CWA District 3 and the appropriate State Director of the Union or their designees prior to invoking service requirements and will discuss other alternatives the Union might suggest. An employee who has been declared surplus and is within 4 months of his/her displacement date will not be held for service requirements.

1. In filling job vacancies as described in "A" above, the Company shall consider non-promotional movements along with other requests.
2. Transfers to Higher-Rated Wage Scales. When an employee is involved in an interdepartmental transfer, or a reclassification within his/her department, to a higher-rated job, the matter shall be considered and treated as a promotion in accordance with Article 12.
3. The Company is not required to consider a request for promotion from an employee on leave of absence. However, if an employee on leave of absence is selected for promotion, all other employees who are on leave who have valid requests on file must be considered under the appropriate provisions of 12.01.
4. Nothing in this Agreement is to be construed as prohibiting the Company from giving consideration in filling job vacancies to employees who do not have requests on file under the provisions of 12.01.
5. Requestors with deficiencies that may affect their chances for being selected will be informed as to the deficiency. (Deficiencies will include, but are not limited to, failure to satisfactorily complete required tests, failure to meet time-in-title, time-in-exchange/WRA, and/or time-in-Company requirements.)
6. When an employee is notified that he/she has been selected to fill a vacancy, all other requests on file in his/her behalf shall be considered as withdrawn unless the employee notifies the Company within 2 business days after selection that he/she wishes to reject the offered vacancy.
7. When an employee is selected to fill a job vacancy, the employee will be released from his/her present assignment as soon as practicable but normally no later than the sixth Sunday following the date the employee is notified. If an employee has been declared surplus and is within 4

months of his/her displacement date, a release date no later than the 9th Sunday may be permitted in cases where service requirements do not permit his/her release. In such cases the employee will suffer no loss of higher rated pay due after the sixth Sunday.

8. If an employee rejects a requested move, he/she will not be entitled to replace the rejected request for a period of 12 months from the date of rejection. An employee who has rejected a requested move shall not be eligible to request the rejected title in the rejected exchange/WRA for 12 months from his/her date of such rejection.
  9. When an employee is selected under 12.02A to fill a job, any transfer and moving expenses will be borne by the employee. The employee will suffer no loss of regular pay for reasonable time off to arrange for the moving of household furnishings and to make the trip to the new location.
  10. Notification of selection activity will be furnished monthly to designated CWA Staff Representatives and the appropriate Union President. This information will include the names and seniority dates of persons selected.
  11. Grievances must be filed in writing at the 2nd Step on behalf of an employee, subject to the exception of 12.01B1, who had a valid request against a specifically identified selectee (or selectees) within 60 days after the notification covered in "10" above. Such grievances will be processed in accordance with Article 21.
  12. When an employee has an active grievance on one or more selections, he/she may continue to grieve on only one of the pending grievances for a job which is higher than one he/she subsequently accepted.
- B. In considering employees for job vacancies within an entity *or between entities*, the Company shall give consideration to seniority, qualifications, and service requirements, and, if the employee is returning from a leave of absence or a layoff,

whether he/she has been guilty of misconduct which would have been proper cause for discharge.

- C. In the selection of employees within *an entity or between entities* for promotions, seniority shall govern if other necessary qualifications of the individuals are substantially equal.
- D. No employee will be denied promotion, transfer or downgrade solely because he/she has not had the opportunity to complete Company sponsored training classes related to his/her present job or Company sponsored training classes related to the job that is to be filled.
- E. Except as described in "E1" and "E2" below, the Company may, regardless of other provisions of this section, disqualify an employee from further consideration upon determining that the employee does not meet reasonable threshold requirements for the job to be filled. "Reasonable threshold requirements" shall be construed to be the attainment of recommended minimum test scores on applicable standard BellSouth tests, or their successor tests, or other appropriate tests (e.g., a typing test for a typing job). The Union may challenge through the grievance and arbitration procedure whether the use of a particular test or tests as a threshold requirement for a particular vacancy is reasonable. Such challenges will be filed initially at the Executive Level. The Union may also challenge the Company's decision to disqualify an employee from further consideration (as it relates to threshold requirements) through the grievance procedure, but not through arbitration.
  - 1. If the attainment of a minimum test score is established by the Company as a prerequisite for receiving Company-sponsored formal training associated with a new job title which is to substantially replace one or more existing titles, the incumbents in the existing title(s) in an affected exchange/WRA shall be given priority consideration over all other employees for staffing the new title in that



exchange/WRA, such priority consideration to consist of the following:

- a. Incumbents who have already qualified on the test involved or who are exempted from taking the test based on their experience and/or previous training will be eligible for immediate transfer to the new title upon its implementation.
- b. Incumbents not meeting the description in "a" above shall as soon as practicable be offered the test, and, if they meet the required minimum score will be considered concurrently with those employees described in "a" above.
- c. Incumbents not qualifying under "a", or "b" above because of not meeting minimum test score requirements will be given an opportunity in seniority order to attend appropriate general skills training under the Training and Retraining Program.
- d. Incumbents described in "a", "b" and those who complete the training in "c" above who are subsequently transferred to the new title will be sent to appropriate job-specific training as soon as practicable in seniority order.
- e. Incumbents not desiring to be considered further for transfer to the new title under these procedures, and those described in "c" above for whom there are no staffing vacancies available due to all of them being previously filled by those described in "a", "b" and "c" above, may be treated as an "operational efficiency" surplus under the appropriate sections of the Agreement.
- f. Vacancies in the new title which develop subsequent to completion of initial staffing will be handled under the other relevant provisions of Article 12 and/or Article 7.

2. Surplus employees desiring to continue their career (under Article 12 or PARTNERSHIP) in a different title and work discipline for which the Company has established the attainment of a minimum test score as a prerequisite for receiving Company-sponsored formal training shall be considered for filling a vacancy for the title as follows:
  - a. An employee who has already qualified on the test involved or who is exempted from taking the test based on his/her experience and/or previous training will be eligible for transfer to the new title.
  - b. An employee not meeting the description in "a" above shall as soon as practicable be offered the test, and, if he/she meets the required minimum score will be eligible for transfer to the title.
  - c. An employee not qualifying under "a" or "b" above because of not meeting minimum test score requirements will be given an opportunity to be retested following his/her completion of appropriate general skills training under PARTNERSHIP. Usual Company-enforced time limits on retesting will be waived with respect to this second test. If the employee fails to pass the test on this second effort, he/she will be provided the assessment and counseling provisions of PARTNERSHIP.
- F. An employee who is transferred or promoted under Article 12 to a new job and who cannot satisfactorily complete training or who cannot perform satisfactorily on the job during the 6 months following the completion of training will be grouped with those employees (if any) under 7.01C for existing vacancies only in equal or lower level jobs for which they are qualified, except as described in F1 below. If no vacancy exists or the employee declines an offer of a job offered under 7.01C which requires a change in residence, the employee will receive termination allowance in accordance with 8.05C, *will be eligible to enter the PARTNERSHIP Job Bank as*

*described in Article 24.05D*, and will have recall rights under 7.02 as if he/she had been laid off from his/her former job.

1. If during the first six months following successful completion of training, the employee's job performance has not reached a satisfactory level, the Company will provide an individualized performance improvement plan of up to 60 days, depending on the nature of the job and the progress of the employee, which identifies specific deficiencies and improvement benchmarks. This plan will be discussed with the employee, and if requested, with a Union representative. The Company will also provide on-the-job assistance as appropriate for the job.
2. If an employee is having difficulty during initial job specific training, the Company will provide additional assistance for up to 3 days depending on the employee's progress, the nature of the training and the needs of the business.

### **12.03 Promotional Increase Treatment.**

When an employee within the bargaining unit is promoted to a higher-rated job within the bargaining unit, he/she shall receive at the time of promotion the applicable promotional wage treatment as set forth in 2.06.

### **12.04 Transfers at the Instance of the Company.**

A. When the Company decides that a job is to be filled by transfer from one exchange/WRA to another, preference shall be granted in the order of seniority to employees who are willing to accept the transfer provided they meet the requirements of the job to be filled and provided that their transfer can be accomplished without incurring extraordinary expense.

1. Notice that a job is to be filled under "A" above shall be adequately posted at the place of reporting within the exchange/WRA of all employees within the department holding the title from which the transfer will be made and

shall be limited to requests received within 7 days from such employees who are willing to accept the transfer.

- B. When it is necessary to fill a job by transfer from one exchange/WRA to another and no qualified employee within the Department from which the transfer is to be made is willing to accept the transfer on a voluntary basis, the transfer will be made by transferring in the inverse order of seniority the most junior qualified employee in the wage scale within that department from within the exchange/WRA who can meet the requirements of the job to be filled provided there is a qualified replacement available in the title originally posted under "A" above and such transfer will not result in a special hardship to such employee or his/her immediate family.
1. After the transfer has been made under "B" above, the Company may correct any force imbalance in the exchange/WRA that was caused by the transfer by moving the junior qualified employee in the title designated under "A" above into the vacated position.
  2. In those instances where the Company has designated an employee to involuntarily transfer to another exchange/WRA and a qualified employee in the specified exchange/WRA who otherwise would be acceptable subsequently volunteers to transfer rather than the designated employee, the transfer will be considered as being made under 12.04B.
- C. When the Company decides that a job is to be filled by transfer from one job title to another within the same exchange/WRA and no promotion is involved, the job shall be filled by the senior qualified employee, in the title, in the department from which the transfer is to be made who has requested the transfer under 12.01, service requirements permitting. If no such employee has requested the transfer under 12.01, the selection will be made from the employees in the wage scale in the department from which the transfer is to be made in the inverse order of seniority in the

exchange/WRA or district, whichever is smaller, who can meet the requirement of the job.

- D. Use of 12.04B for transferring employees to same or other jobs in other exchanges/WRAs shall be limited to those situations in which a force imbalance exists or as directed by the provisions of Article 7. A force imbalance exists when the number of employees performing the required volume of work is proper but is improperly distributed by exchange/WRA. Transfers under force imbalance circumstances shall be confined to exchanges no further than 50 miles from the employee's present exchange location or 100 miles for a WRA.
- E. When the Company decides that a job would be filled by involuntarily transferring employees from one job to another, within the same exchange/WRA, or outside the exchange/WRA, it will not affect the running of the time-in-title nor the time-in-exchange/WRA referred to in 12.01B4.

**12.05 Temporary Transfers. (CPE see Customer Markets Addendum)**

- A. None of the foregoing provisions of this Article will apply to temporary transfers, which are defined as follows: An employee will be in a temporary transfer status when he/she is assigned to work outside his/her headquarters exchange and is not returned to such exchange on Company time at the conclusion of the day's work.
  - 1. When an employee is to be assigned to work outside his/her headquarters exchange, the Company will advise the employee whether he/she will be temporarily transferred or be returned to his/her headquarters exchange at the conclusion of each day of work. In the event the employee is returned to his/her headquarters exchange at the conclusion of the day's work, the assignment will be considered as "all in a day's work".
  - 2. The Company may terminate a temporary transfer by returning the employee to his/her headquarters exchange

on Company time and expense. However, temporary transfers will not be terminated on non-scheduled or non-work days prior to the completion of the employee's temporary assignment except as follows:

- a. When the employee's services are temporarily needed in his/her headquarters exchange for a full tour or more.
- b. When the employee is permitted to take his/her scheduled vacation while on a temporary assignment. In this event, the Company is obligated to return the employee to his/her headquarters exchange on Company time and travel expense provided he/she wants to commence his/her vacation from his/her home base. Should the employee elect to commence his/her vacation at his/her temporary location and continue to receive the IRS maximum allowance, he/she may do so, if the IRS maximum allowance cost for the period does not exceed the cost of returning the employee to his/her headquarters exchange on Company time and expense and back to the temporary location.
- c. When the employee requests and is granted an unscheduled vacation day(s), excused time or excused work day(s), etc., and the cost of returning the employee to his/her headquarters exchange and back to the temporary location on Company time and expense would be less than the cost of the IRS maximum allowance.
- d. When the employee becomes ill to the extent that he/she is unable to work, and his/her illness is expected to continue for an extended period. In this event, his/her temporary transfer should be terminated as soon as he/she is able to travel. (An illness that is expected to be of short duration should be handled in

accordance with "c" above if the employee is able to return to his/her headquarters exchange.)

3. When an employee's temporary transfer is terminated under the conditions outlined in 12.05A2b, c and d above, he/she may be placed back on the same temporary assignment provided he/she returns to the temporary location on his/her first scheduled day to work after his/her transfer was terminated. If the employee performs work in his/her headquarters exchange after a temporary transfer has been broken, he/she should not be placed back on temporary transfer except as required or permitted under the selection procedures outlined in 12.05C1 or C2 below.
  4. A temporary transfer may be terminated without the employee having to physically return to his/her home base. He/She can be paid for the equivalent time and travel expense that would have been incurred had he/she actually returned. Such time and expense should be based on the means of transportation designated by the Company at the beginning of his/her temporary transfer.
  5. When an employee on a temporary transfer elects to return home or go elsewhere on non-scheduled days on his/her own time and expense, he/she may do so and still be entitled to the IRS maximum allowance expense and travel conditions specified in 9.02B6.
- B. The Company recognizes the undesirability, both from the standpoint of the transferring employees and the resident employees, of temporarily transferring employees to work away from their regular location or of receiving employees from other companies for extended periods and will neither make nor effectuate such transfers except to meet service requirements.
1. When it does become necessary to temporarily transfer an employee(s), such employee(s) will be given as much advance notice as feasible. Where the temporary transfer

is beyond reasonable commuting distance and is expected to last in excess of one week, and the employee(s) was not given as much as 5 days of advance notice, he/she should be given a reasonable amount of time off with pay, if needed, to handle his/her personal business prior to being transferred. Such excused time should not exceed one tour for interstate transfers or one session for intrastate transfers.

C. The following procedures will be followed in the selection of individual employees for temporary transfers. However, in emergency situations the Company may transfer work groups without applying these procedures.

1. When it becomes necessary to transfer employees temporarily to an assignment expected to be of more than one week duration, the Company will make a determination as to the work unit or units from which it desires to make such transfers. (Work unit for this purpose will be all employees within a given title who have a common place of reporting and who perform the same job duties.) All employees in the unit or units will be notified of the proposed transfer either by personal supervisory contacts or by a notice placed on bulletin boards within the selected unit or units. Those qualified employees volunteering for the temporary assignment will be selected and transferred in order of seniority, service requirements permitting. If the above procedure does not produce a sufficient number of volunteers, all employees holding the same title and who are performing the same job duties within the exchange (in multi-district exchanges, the district) and department from which the transfers are to be made will be notified of the proposed transfers either by personal supervisory contacts or by notices placed on bulletin boards. Qualified employees volunteering for the assignment will be selected and transferred in order of seniority, service requirements permitting. Should additional employees be needed,



selection will be made in the inverse order of seniority from among qualified employees, in the same job title and department who are performing the same duties, within the same exchange (in multi-district exchanges, the district) from which the Company elects to make the transfer, service requirements permitting, provided such transfers will not result in a special hardship to such employees or their immediate families.

2. When temporary transfers are expected to be of one week duration or less, the Company will make a determination as to the work group in the exchange from which it desires to make such transfers. Where practicable, all employees in the work group will be notified of the proposed transfer either by personal supervisory contact or by a notice placed on the bulletin board within the selected work group. Those qualified employees volunteering for the temporary assignment will be selected and transferred in order of seniority, service requirements permitting.

If the above procedure does not produce a sufficient number of volunteers, volunteers will be sought using the same procedure from among all employees in the work unit in the exchange from which the Company desires to make such transfers. Those qualified employees volunteering for the temporary assignment will be selected and transferred in order of seniority, service requirements permitting.

If the above procedures do not produce a sufficient number of volunteers, the transfer will be made by transferring in the inverse order of seniority the first qualified employee in the work unit from which the Company has elected to make the transfer, service requirements permitting, provided such transfer will not result in a special hardship to such employee or his/her immediate family.

3. When temporary transferees under 12.05C are transferred to an exchange in another state, resident employees in that exchange performing the same work as that being performed by the temporary transferees will be offered 6 day work opportunity whenever the temporary transferees are offered 6 days.
- D. Basic pay treatment for temporarily transferred employees will continue in accordance with the wage progression scale in effect for their job classification at their home location. Any evening or night differential payments applicable will be paid in accordance with the schedule for such differentials in effect in the offices in which they are temporarily working.
  - E. Transferred employees will be returned to their headquarters exchange on a seniority basis under the following conditions:
    1. When the need for temporary employees diminishes to a point where some employees may be returned.
    2. When junior employees are available while senior employees from the same exchange (or work unit as appropriate), in the same title, are on temporary duty in other locations, the junior employees will be assigned to relieve the senior employees concurrent with the senior employees' next Company-paid weekend home visit, provided:
      - a. The junior employee(s) is qualified to relieve the senior employee(s).
      - b. The work being performed by the senior employee(s) can be prudently reassigned.
      - c. The senior employee(s) makes a request to return home.
    3. When employees in exchange "A" are selected and temporarily transferred to exchange "B", such employees should not be subsequently moved to another exchange with the following exceptions:

- a. When such employees are to perform work in an exchange within 35 miles of exchange "B", those initially selected may be so utilized.
    - 1) When it is known in advance that the employees selected are to perform work in another exchange within 35 miles of exchange "B", this information should be made known to the appropriate employees at the time such employees are being canvassed. Also, when the expected duration of such work is known, the employees will be so advised at the time of canvassing. The Company will endeavor to keep such movement within the cluster at a minimum, service requirements permitting.
  - b. When employees in exchange "A" are selected and temporarily transferred to exchange "B" and the need for work develops in an exchange more than 35 miles from exchange "B", the selection process specified in 12.05C should be reinstated and the appropriate employees in exchange "A" should be given the opportunity to volunteer for the assignment.
- F. Temporary transfers for the purpose of training will be excluded from the requirements of 12.05C1, C2, and 12.05E.
- G. In a Control Center (CC) environment, the performance of work assignments involving movement of forces in and out of exchanges is not considered a temporary transfer insofar as the application of 12.05A, C and E is concerned provided such exchanges are not beyond 35 miles of the employee's existing exchange. Such work will, however, be subject to the provisions of 9.02, as appropriate. Exemption from the application of these sections will not apply to such CC forces, however, when they are temporarily transferred away from their home exchange to other CC's or work groups in order to temporarily perform work functions outside of the scope of their home CC's normal area of control.

H. The movement in and out of exchanges within a State of employees on State payrolls is not a temporary transfer under 12.05.

### **12.06 Appeal Rights.**

The decision of the Company on any of the factors mentioned in 12.01, 12.02, 12.04 and 13.03 will be subject to the grievance procedure set forth in Article 21. After exhaustion of the grievance procedure, a charge of bad faith or arbitrary action will be subject to the arbitration procedure set forth in Article 23. If the Arbitrator finds that the Company acted arbitrarily or in bad faith, the Company will promptly take the necessary steps to correct such action.

## **ARTICLE 13 APPLICATION OF SENIORITY**

### **13.01 Extent and Limitations. (For definition of "Seniority", see 1.27.)**

In matters relating to assignment of hours and vacations, layoffs, rehiring after layoffs, voluntary transfers, involuntary transfers and promotions, seniority shall govern to the extent and with the limitations set out in 3.03A, 5.07A, Article 7, 10.01A2, 12.01A1b, 12.01A1c, 12.01E, 12.02, 12.02A2, 12.04 and 12.05C respectively. The provisions of 3.02 and 13.03 shall likewise apply.

### **13.02 The application of the principle of seniority will be on the following basis:**

- A. For assignment of tours, the provisions of 1.38 notwithstanding, the "work group" will apply, with the following exceptions:
  - 1. The Company and the Union may agree at the Operations or higher level to assign tours in some manner other than by work groups.

2. Except for the conditions and limitations specified in 13.01, Network Operations employees in buildings housing central office equipment, where there is more than one central office or toll supervisor supervising work groups shall have the right to select tours in accordance with their seniority, provided they have the same job classification (title) and work on the same type of equipment. (No. 1 ESS, No. 2 ESS, No. 3 ESS, No. 4 ESS, No. 5 ESS, TSPS, and specialized assignments in Switching Control and Toll Center work groups, such as Field Forces, Trunking, Analyzation & Control, etc. are to be considered as different types of equipment.) On any changes occurring in Control Center (CC) groupings, or the introduction of new CC's, the Company will give prior notification to the appropriate State Director of the Union, or his/her designee, of the purpose of the proposed change, the job titles involved and if applicable, the intended CC area of control. The Company will consider the Union's input before making the change. The action of the Company in proceeding with the change will not prejudice the Union's rights under Article 15, or any other applicable rights under the Agreement.
3. Construction Forces who hold the same title and report to the same work center shall be grouped together for the choice of tours.
4. Tours for Operating Room and Centralized Repair Service Attendant Bureau Forces will be assigned in accordance with the provisions of 3.06.
5. Employees, other than those covered in 13.02A2, A3 and A4 above, who have a common title, a common place of reporting, a common second level supervisor (or higher level in the absence of a second level), and who perform the same type work shall be grouped together for choice of tours. This paragraph will not apply in the Comptrollers Department when the parties at the Director Level or higher level agree to assign tours by a work group. In

those instances where tours were assigned by work group in the Comptrollers Department, immediately prior to August 10, 1986, such groups may continue unless the parties at the Director level or higher mutually agree otherwise.

- B. For Vacations, the provisions of 1.38 notwithstanding, the work group with the following exceptions:
1. The Company and the Union may agree at the Operations or higher level to assign vacations in some manner other than by work groups.
  2. Except for the conditions and limitations specified in 13.01, Network Operations employees in buildings housing central office equipment where there is more than one central office or toll supervisor supervising work groups shall have the right to select vacations in accordance with their seniority, provided they have the same job classification (title) and work on the same type of equipment, (No. 1 ESS, No. 2 ESS, No. 3 ESS, No. 4 ESS, No. 5 ESS, TSPS, and specialized assignments in Switching Control and Toll Center work groups, such as Field Forces, Trunking, Analyzation & Control, etc., are to be considered as different types of equipment.) On any changes occurring in Control Center (CC) groupings, or the introduction of new CC's the Company will give prior notification to the appropriate State Director of the Union, or his/her designee, of the purpose of the proposed change, the job titles involved and, if applicable, the intended CC area of control. The Company will consider the Union's input before making the change. The action of the Company in proceeding with the change will not prejudice the Union's rights under Article 15 or any other applicable rights under the Agreement.

3. Construction forces will be grouped together for the choice of vacations as follows:
  - a. All employees holding the same title who report to the same work center will be grouped together when such employees report to different supervisors.
  - b. All employees holding the same title or who hold a different title and report to the same or different work centers may be grouped together when such employees all report to the same supervisor provided vacation relief is to be obtained from such employees. The grouping of employees in this manner will only be applicable in small exchanges (see Appendix "A").
4. Employees, other than those covered in "2" and "3" above, in the same or different titles having the same or a different place of reporting, who work under the same immediate supervisor may be grouped together for vacation selection purposes provided vacation relief is to be obtained from such employees and such employees possess the skills to relieve each other without training.
5. Employees, other than those covered in 13.02B2, B3 and B4 above who have a common title, a common place of reporting, a common second level supervisor (or higher level in the absence of a second level), and who perform the same type work shall be grouped together for choice of vacations.

### **13.03 Preference for Training.**

- A. When an employee is to be selected for formal training to equip him/her for some higher-rated work, the matter shall be treated and handled in the same general manner as in 12.02C.
  1. "Formal training" includes the selection of employees from within a work group who are regularly scheduled to work part-time or to relieve in another job in accordance with 4.07I, and the principle of 12.02C shall be observed among all the members of the work groups who are

grouped together for the purpose of overtime equalization and vacation selections at the same place of reporting.

2. In the case of an unanticipated need for selecting a person from within a work group to fill in temporarily in another job in accordance with 4.07I, the principle of 12.02C shall be observed if such assignment extends beyond work on 3 consecutive work days.

- B. Opportunity for training will first be offered to employees within the job title and group normally performing the work prior to offering such training to employees in lower rated titles. Seniority shall govern if other necessary qualifications of the individuals are substantially equal.

Opportunity for formal training will be rotated among the employees within a work group insofar as practicable in keeping with the needs of the business.

- C. If job technology or functions are to be changed within a job title within a work group to the extent that the incumbents will not be able to satisfactorily perform in the job without successfully completing additional company-sponsored job-specific training, and the company has established the attainment of a minimum test score as a prerequisite to taking the training, the company will notify all of the incumbents in all of the work groups affected within an exchange/WRA.

1. Such incumbents will then be offered an opportunity to take the prerequisite test as soon as practicable following such notification and, if they meet minimum test score requirements, will be considered as qualifying for taking the job-specific training subject to the provisions of 13.03B.

2. Those incumbents in "1" above who fail to meet the required minimum test score will be advised of the areas in which they appear to be deficient and will be given the opportunity to receive appropriate general skills training under PARTNERSHIP. If they complete such training they will then be considered as qualifying to the same



degree as those in "1" above for taking the job-specific training subject to the provisions of 13.03B.

3. If an incumbent declines to take the prerequisite test at all, or declines the process offered in "2" above, or fails to successfully complete the job-specific company sponsored training, he/she will be assigned to the unchanged functions within the title within the exchange/WRA to the extent such work is available on a full-time basis, so long as such assignment will not adversely affect operations efficiency. If such assignment is not made or at such time such assignment cannot be continued, the employee may be treated as an "operational efficiencies" surplus under Article 7.

## **ARTICLE 14**

### **JURISDICTION OF WORK**

(for CPE see Customer Markets Addendum)

#### **14.01 Contract Work.**

- A. The Company agrees to use only Company employees on work involving the construction, maintenance, removal and/or repair of the following types of plant:
  1. All aerial outside plant except that on which such work may be performed by unskilled or occasional labor working on the ground rather than aloft.
  2. Underground cable and splicing of buried cable.
  3. Submarine cable except where such work requires the use of boats, barges, water-borne or other special equipment not normally used by the Company.
  4. Local and toll central office, TWX, TLX, private line or station equipment which constitutes any part of a communication circuit except work on such plant done by a connecting company on plant located in its territory.

Notwithstanding the above, the Company will not contract the maintenance or repair of such telephone plant located in the territory of a connecting company where the Company is now doing such work by employees now stationed or may subsequently be stationed in the territory of the connecting company.

5. Nothing in 14.01 is to be interpreted as restricting the right of the Company to use contractors' labor to perform any work under "2" and "3" above which can be done by unskilled or occasional employees. Neither is it intended to prevent the Company from contracting out the type of work which was normally performed by the Western Electric Company and The Long Lines Department of American Telephone and Telegraph Company prior to the divestiture of the Southern Bell Telephone and Telegraph Company and South Central Bell Telephone Company from the American Telephone and Telegraph Company.
  6. Nothing in 14.01 is to be interpreted as restricting the right of the Company to contract out any work during an emergency or to allow subscribers to remove the instruments from their premises if such removal can be effected without the use of telephone craft skills. Emergency work includes the clearing of trouble and the accompanying repair of any plant located in the territory of a connecting company.
- B. The Company further agrees that in the carrying out of its program of construction, removal, maintenance and/or repair of telephone plant it will not contract any work which would make it necessary to lay off or part-time any regular or temporary employee of the Company.

#### **14.02 Non-Performance of Craft Work by Supervisors.**

The Company agrees that it will not as a general practice work supervisory employees who are classed as "Executive" employees under the provisions of the Fair Labor Standards Act, as amended, on work ordinarily performed by non-supervisory employees

except for purposes of instruction or to meet emergency conditions. The parties recognize, however, that there are proper exceptions to this general practice, made in the interest of the service or economical operation, and in such cases nothing herein is intended to prohibit the Company from working such supervisory employees on non-supervisory work.

## **ARTICLE 15**

### **JOB DESCRIPTIONS, TITLES AND CLASSIFICATIONS**

#### **15.01 Job Titles and Classifications.**

Whenever the Company determines it appropriate to create a new job title or job classification in the bargaining unit or to restructure or redefine an existing one, it shall be handled as follows:

- A. The Company shall notify the Union in writing of such job title or classification and shall furnish a job description of the duties and the wage rates and schedules initially determined for such job titles and classifications. Such wage rates and schedules shall be designated as temporary. Following such notice to the Union at the Company bargaining level, the Company may proceed to staff such job title or classification.
- B. The Union shall have the right, within 30 days from receipt of notice from the Company, to initiate negotiations concerning the initial wage rates or schedules established as temporary by the Company.
- C. If negotiations are not so initiated or if agreement is reached between the parties within 60 days following receipt of notice from the Company concerning the wage rates and schedules, the temporary designation shall be removed from the job title or classification.
- D. If negotiations are initiated and the parties are unable to reach agreement within 60 days following receipt of notice from the Company, the Union shall provide the Company in writing a statement of their position containing the wage rate they

consider appropriate for the new or restructured job. The issue of an appropriate schedule of wage rates shall then be submitted to a neutral third party (NTP), to be selected as set forth below, for determination of the final schedule of wage rates.

- E. It is expected that agreement on a job description be reached during the negotiation. If such agreement is not reached, a joint job description verification study will be undertaken to ensure that the work components assigned to the job by the Company are accurately described. If, following this verification study and any resulting modifications to the job description, agreement still cannot be reached that the work components are accurately described, grievance and arbitration procedures may be initiated. Such grievances must be filed by the Union at the Executive Level within the 60 day period described in "D" above.
- F. Once the parties agree the job has been accurately described or the matter has been resolved by arbitration, the Company and the Union will notify the NTP that he/she has been selected and arrange a meeting within the third or fourth week of the first 30 days at a place mutually agreeable with all parties. The NTP will also be informed that each of the parties will send their written rationale for the proposed wage rate of the disputed job to the NTP within 2 weeks. This will include a job description and other agreed upon information.
- G. The Union and Company will meet within 2 weeks and exchange their rationale for their proposed rate. This will normally include comparisons of not more than 2 existing bargained-for jobs that each party feels will justify their position. They will jointly mail the required material to the NTP. This material will include: (1) an agreed upon job description of the disputed job, (2) the job descriptions of existing jobs (not more than 2) that each party feels justifies the rate of the disputed job, and the wage schedule that each party believes should apply, and (3) the parties may include information such as competitive market rates if they so desire.

- H. At the meeting, each party may verbally present its position to the NTP. This meeting is for the purpose of providing the NTP with detailed information concerning the duties of the job, the skills required, the training necessary to perform the work and other related information. Similar information for the comparable jobs as detailed in "G" above may be provided so that the NTP can expeditiously render a fair and informed decision determining the wage rate for the disputed job. It is generally expected this informative meeting would be concluded in one day or less and be completed within 30 days of the NTP selection. Each party shall bear the expense of its representatives and witnesses at this meeting.
- I. At the conclusion of this meeting, the NTP must notify the Union and Company if additional information or a job visit is required. The parties will coordinate the provision of additional information or a job visit. If the Union and Company representatives wish to accompany the NTP on the job visit or incumbent interview, they may do so. All of these arrangements must be made so that the decision can be reached within 60 days.
- J. While it is not intended that such third party undertake a full and complete job evaluation study, he/she shall review the job titles and their respective wage schedules as submitted by the Company and the Union for comparison purposes. Also, if necessary, the NTP may make an on-site inspection of the workplace and conduct a reasonable number of interviews of incumbents.
- K. The decision should include a brief rationale for the wage schedule that was selected for the disputed job. The intent is that the NTP will select either the wage schedule submitted by the Company or the Union. In the event the NTP selects the wage schedule submitted by the Union, the new schedule shall be placed in effect retroactively to the date notification was given to the NTP as specified in "F" above up to a maximum of 60 days. If the parties mutually agree to waive the time frames specified in Article 15, the period of retroactivity will

be a negotiable item to be addressed in the final evaluation of the issue.

L. The expense of the NTP will be borne equally by the parties.

M. The NTP referred to above shall be selected by mutual agreement from a list of 5 individuals compiled by the Company and the Union. Such individuals on the list shall possess acknowledged expertise in the area of job evaluation.

**15.02 Negotiations Covering Wage Rates for New or Restructured Job Titles or Classifications.**

The procedures set forth in 15.01 above shall be the exclusive means by which the Union may contest the schedule of wage rates which the Company sets for any new or restructured job title or classification.

**15.03 Negotiations Covering Wage Rates for Exchanges/WRA(s) or Equipment Locations.**

A. The Company shall furnish to the Union, in writing, notice of the acquisition or activation by the Company of additional exchanges/WRA or equipment locations which require the establishment of new jobs or extension of jobs or job titles.

B. The Union shall have the right within 30 days from receipt of such notice in "A" above to initiate negotiations concerning the appropriate wage zone/wage area applicable to the job titles or job classifications involved.

**ARTICLE 16  
HEALTH AND SAFETY**

**16.01 Work During Inclement Weather.**

When employees are on duty and because of inclement weather, are, in the opinion of the supervisor, unable safely to perform their regular work, they shall be assigned such other work as may be available in order that their time may be profitably utilized.

The correctness of a supervisor's opinion regarding the clemency of the weather shall be subject to Union grievance action and any Union complaint of unfair treatment under this section shall be subject to final review by the appropriate Department Head.

**16.02 Grievance Procedure Regarding Safety.**

The maintenance of proper health and sanitary conditions, the observance of all laws relating to fire protection and safety, and hazardous wastes, materials, and substances are of mutual concern to the Company and the Union. Any question regarding such matters may be made the subject of a grievance but shall not be submitted to arbitration.

**16.03 Occupational Safety and Health Committee.**

The Company will continue to make provisions for the safety and health of its employees during hours of employment. The Union agrees to cooperate with the Company in assuring conformance to all established safety regulations.

A. The Company and the Union shall establish a committee on Occupational Safety and Health. The Committee which will meet at least quarterly shall be comprised of 3 members from the Union and 3 members from the Company, to be appointed by the Company and the Union respectively. The Company agrees to reimburse only for the time spent by active employees for attendance at such committee meetings during the employee's scheduled tour at his/her regular rate of pay.

B. The Safety Committee will discuss safety and health matters such as existing practices and rules relating to safety and health, work place design, accident statistics and trends, personal protective equipment, safety training, potential toxic substances, first aid procedures and other safety matters.

**16.04 Joint Health Care Cost Containment Committee.**

A. Driven by a strong concern about the quality and rising cost of health care services utilized by employees and their dependents, the Company and the Union agree to establish a

committee to be known as the Joint Health Care Cost Containment Committee.

B. The purpose of the Committee will be:

Examine the major factors influencing health care costs, particularly those which affect the Company and its employees.

Recommend cost containment measures as may be appropriate.

Examine the viability of cost-sharing as a means toward slowing the escalation of medical insurance costs.

Participate in health care action-oriented coalitions and other organizations concerned with the quality and cost of health care, including but not limited to:

- Cooperation with community and/or state based hospital concurrent review programs concerned with pre-admission certification, ancillary service levels and average length-of-stay performance.
- Cooperation with community-based preferred provider organizations assuring a balance between health care quality and cost.
- Encouragement of the development of health maintenance organizations and their use by employees.
- Promote employee awareness in the areas of preventive health care, fitness, efficient use of the medical insurance plan and the high cost of health care.

C. The Committee will be charged with submitting periodic reports to the Union and Company bargaining representatives regarding the efforts made to contain escalating health care costs, the results of those efforts, and any recommendations for changes in the BellSouth Employees' Medical Assistance Plan which furthers the efforts to contain the escalation of health care costs while preserving the quality of health care for employees.



**ARTICLE 17**  
**UNION FUNCTIONING**

**17.01 Promotions and Transfers of Union Officers.**

- A. The Company agrees that it will not promote or transfer any duly certified local Union representative without the consent of the appropriate CWA representative if such promotion or transfer affects his/her status as a representative of the Union.
- B. The Company shall first discuss the proposed promotion or transfer with the employee and if the employee desires the promotion or transfer, then the Company shall give the appropriate CWA representative not less than 2 weeks written notice of the proposed promotion or transfer and the appropriate CWA representative shall conclusively be presumed to have consented, unless within 2 weeks after receiving such written notification he/she advises the Company in writing that he/she does not consent.
- C. This Section does not apply to temporary transfers; however, elected local Union officers (not to exceed 5) who have local-wide jurisdiction in all departments shall not be transferred involuntarily. If a local has more than 5 officers with local-wide jurisdiction in all departments, the Union at the State Level shall designate to the Company at the State Level the 5 titles covered by this provision.

**17.02 Bulletin Boards.**

- A. The Union shall be permitted adequate space to place bulletin boards on Company property.
- B. Union bulletin boards shall conform with those in use by the Company when in adjacent locations and when not in adjacent locations, they shall conform with the character of the quarters in which they are located.
- C. The number, type and location of Union bulletin boards shall be satisfactory to the appropriate Director of the Company. The name of the Director shall be given, in writing, to the Local President and appropriate State Director of the Union.

- D. All Union bulletin boards shall be plainly designated as Union bulletin boards.
- E. Union bulletin boards shall be furnished, installed and maintained by the Union without cost to the Company.
- F. Union bulletin boards shall be confined to use by the Union for such matters as announcements of Union meetings, social functions, nomination and election of Union officers, information bulletins containing only factual reports of the progress of results of Union-Management negotiations, and such other matters as may be considered as non-controversial and not derogatory of the Company or its personnel.

**17.03 Union Activity on Company Property.**

- A. Neither the Union nor its members shall carry on Union activities on Company time, nor shall such activities occur on Company premises except as set forth in the following subsections:
  - 1. Union members who are also employees may solicit members, distribute Union literature and carry on similar Union organization work outside of working periods in space where no Company operations or administrative work is being performed.
  - 2. Any such solicitation and organization work shall be limited to small groups of employees (not to exceed 8) and shall not be carried on for any considerably continuous period and shall not interfere with the operations of the Company or the use of the space by other employees for the purposes for which the space is intended.
- B. If a certified Union representative is a Company employee on leave, or is a former employee, he/she may exercise the rights to engage in Union activities on Company property outlined in "A" above. The Union agrees to save the Company harmless from any claims for accidental injury or loss occurring to such representatives or their property, while on Company premises.

C. The CWA Representative for the area will be electronically notified and the Local Union President will be notified in writing by the designated Company representative at the same time as the receiving manager when new employees are hired or transferred into their Local. Notification will include the employee's name, work location, report date, and the name of the supervisor to whom the employee reports.

1. The local Union President will arrange with the supervisor designated above to meet with newly-hired or transferred employees as part of the overall orientation process for the purpose of furnishing them with information about the Union. The meeting will be limited to a maximum of 30 minutes and may be coupled with a relief or lunch period. When appropriate for coverage of transferees, group meetings may be arranged. Time spent during the basic scheduled work period for each employee will be paid as time worked.
2. In addition, the Company also agrees to introduce employees transferring into different work groups to the local Union Job Steward assigned to that area.

#### **17.04 Union Activity on Customer Property.**

The Company agrees that it will not discipline an employee for violating any provision of this Agreement solely because he/she refuses to cross an authorized picket line established in connection with a lawful strike by the employees of another employer at premises where such striking employees were working.

#### **17.05 Union Representation.**

At a meeting between the Company and an employee in which discipline (warning to be placed in the personnel file, suspension, demotion or discharge) is to be announced, the Union representative from the employee's work group, if available, may be present if the employee so requests. The Union representative shall suffer no loss of pay for time consumed in such meeting.

**17.06 Pay for Certified Union Representatives.**

Certified Union Representatives in the employ of the Company shall suffer no loss of pay to attend any joint meetings between the parties or with Company officials in any other BellSouth company represented by CWA.

**ARTICLE 18  
RECORDS****18.01 Personnel Records.**

A. All personnel records kept by the Company on an employee which may affect the conditions of such employee's employment shall be subject to his/her inspection. Upon request to his/her supervisor, employees' personnel records shall be made available within ten (10) working days of the request. After such inspection he/she shall have the right to initial and date the record as acknowledgment of having inspected the record on that date.

Upon the development of a grievance condition where necessary to develop pertinent facts having to do with the presentation or resolving of such a grievance, the personnel record of any employee shall be subject to inspection by the Union upon such employee's written consent. In addition, the Company will provide security investigations with any personal identifiable information redacted.

When entries other than those of a routine nature are made to an employee's personnel record which may affect conditions of his/her employment, the employee will be given a copy of the entry. The employee will be given the opportunity to affix his/her signature and date acknowledging that the employee has inspected the entry. The acknowledged entry shall be placed in the employee's personnel record within 7 days from the discussion and does not indicate the employee concurs with the entry.

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

**18.02 General Records.**

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

**ARTICLE 19  
PENSIONS AND BENEFITS**

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

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

BellSouth Anticipated Disability Leave of Absence Program

BellSouth Pension Plan

BellSouth Dental Assistance Plan

BellSouth Care of Newborn Children Leave of Absence Program

BellSouth Corporate Interest Leave of Absence Program

BellSouth Dependent Care Leave of Absence Program

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

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

Family Care Reimbursement Plan

*BellSouth Group Life Plan*

Health: VEBA Trust

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

BellSouth Medical Assistance Plan

BellSouth Sabbatical Leave of Absence Program for Non-Salaried Employees

BellSouth Savings and Security Plan

***BellSouth*** Short Term Disability Plan

BellSouth Transitional Leave of Absence Program for Non-Salaried Employees

Universal Plus (Group Universal Life Insurance Program)

BellSouth Vision Assistance Plan

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

**19.02 Benefit Plan Eligibility for Part-Time Employees.**

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

**19.03 Change Limitation.**

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

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

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

**19.04 Grievance Procedure Regarding Benefit Plans.**

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

**19.05 Employee-Benefits Administration Relationships.**

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

**ARTICLE 20**  
**UNION-MANAGEMENT CONFERENCES**

**20.01 Joint Conferences.**

- A. All meetings between representatives of the Union and representatives of the Company shall be held at the request of either party upon reasonable notice to the other party. The Company and the Union will give adequate notice in writing to each other of their respective duly authorized representatives and of the general nature of the matter to be discussed.
1. The Union and the Company agree to certify to each other the names of their respective officers and representatives who are authorized to represent the parties at each step of the grievance procedure.
  2. All management employees below the level of Director, except as specified below, are to be considered as being certified to the Union to represent the Company at the 1st Step of the grievance procedure.
    - a. For promotion grievances, selectors are considered as being certified for the Step of initial presentation (1st or 2nd).
    - b. Represented employees with "Acting" management titles are not to be considered as being certified.
  3. All management employees at the Director level or higher, except Directors having primary Labor Relations responsibilities, are to be considered as being certified to the Union to represent the Company at the 2nd Step of the grievance procedure. (Also, 1st Step if the management representative is the aggrieved employee's immediate supervisor.)
  4. The Executive Director - Labor Relations and the Directors having primary Labor Relations responsibilities are to be considered as being certified to the Union to



represent the Company at the 3rd Step of the grievance procedure.

5. Any exceptions to "2", "3" and "4" above are to be covered by specific certifications from the Executive Director - Labor Relations.
- B. Counsel or advisors to the representatives of the Union or the Company may, at the will of either, attend any conference or meeting between the Union and the Company.
- C. The Union or the Company may engage, jointly or separately, the services of a stenographer to take down a verbatim record of the discussions held.

#### **20.02 Collective Bargaining Procedure.**

- A. Bargaining on wages, hours of employment, working conditions and other general conditions of employment shall be conducted at the Executive Level of Management by the duly authorized representatives of the Union and by the duly designated representatives of the Company at the Executive Level. The Union and the Company agree to notify each other of the names of their respective representatives who are authorized to represent the parties under this Section.
- B. The Union and the Company hereby respectively assume all rights and obligations, subject to limitations therein expressed, of all valid and subsisting collective bargaining agreements entered into by and between the Company and the Communications Workers of America.

### **ARTICLE 21 GRIEVANCE PROCEDURE**

(for CPE see Customer Markets Addendum)

#### **21.01 Grievance Levels.**

In the processing of any grievance, the Company will furnish the Union all necessary and relevant data concerning the grievance as determined by the National Labor Relations Act. If the

grievance is initiated at the local level, this information will be furnished to the Local President or authorized Union representative upon request. The parties agree that in the handling and adjustment of grievances by the Union the following procedures will be followed:

- A. An employee or group of employees will have the right to present to and adjust with management any grievance as provided in Section 9(a) of the National Labor Relations Act, as amended, provided, however, that no adjustment will be made with the employee or group of employees involved which is inconsistent with the terms of any collective bargaining agreement between the parties then in effect, and provided further that the Union has been given an opportunity to be present at such adjustment.
- B. After an employee or employees have presented a grievance to the Union for settlement and a Union representative has informed the Company that the Union represents that employee(s), the Company will not discuss or adjust such grievance with said employee(s) unless the aggrieved employee(s) initiate a request that the Company discuss and adjust such grievance directly with the involved employee(s), but in no event will an adjustment be made unless a Union representative is afforded an opportunity to be present at such adjustment.
- C. Grievances, other than those involving the true intent and meaning (see 21.01C5) of this or any other agreement between the parties or adversely affecting the rights of other employees, will be handled under the procedure set forth below. For each such grievance initiated by the Union under this Paragraph, the steps in the procedure will be those listed below except as provided in 21.06C (Vacancies), and 21.07 (Short Term Disability Plan).

1st Step - The Informal Level (the level where the aggrieved employee is employed)

2nd Step - Panel Process/Formal Level

3rd Step - State Level

4th Step - Executive Level

1. Informal Level (1st Step).

Before formal grievances involving matters other than discharges and demotions are filed at the 2nd Step, there must have been an Informal Level meeting or conference with the appropriate Union and Company representatives, normally the local steward and the immediate supervisor. This meeting may be waived by mutual consent where appropriate. When necessary, the Union may request the presence of an involved grievant(s). This meeting is intended to allow both sides to fully explore the incident, develop the facts, state their contentions, clear up any possible misunderstandings and attempt to informally resolve the dispute. No record will be made at this meeting or conference; no papers, forms or written answers are to be filed. (For pay treatment see 21.03 and 21.04.)

2. Panel Process/Formal Level (2nd Step).

Each grievance must be presented as a formal grievance at the 2nd Step within 60 days from the date of the last occurrence on which the grievance is based by filing a written request for a formal grievance meeting. This request must be filed with the Director/designee within 14 days following the Informal Level meeting.

At the 2nd Step meeting, the grievance must be reduced to writing on the Record of Grievance Form and presented to the Company by the Union at the conclusion of the meeting(s). (For pay treatment see 21.03 and 21.04.)

Grievance meetings at the 2nd Step will normally be handled as follows:

- a. By a panel composed of 2 CWA and 2 Company representatives designated by the Local President and involved Director, respectively.
  - 1) Panelists will meet at a mutually agreeable time to hear presentations made by the two parties (normally the steward and supervisor who met at the Informal Level or Company/CWA designee in some instances) and to ask questions as needed.
  - 2) Panelists will then excuse the presenters/grievant(s) and discuss the issue among themselves until they reach resolution or determine that the grievance will be rejected or appealed.
  - 3) The decision of the panel will then be relayed to the presenters/grievant(s).
  - 4) If the panel is unable to reach consensus, the Union will provide the Company a Form 3G3A. Within 7 days, the Company will provide the Union its answer on the Form 3G3A. Within 7 days of receipt, the Union will provide its response on the Form 3G3A. (See “c” and “d” below.)
  - 5) If a grievance heard by the panel is appealed, a joint brief, outlining both CWA and Company viewpoints, will be prepared by panel members and forwarded to the State Level.
- b. As exceptions, grievances involving true intent and meaning of this contract or other agreements between the parties (see 21.01C and C5) and grievances involving discharges will not be heard by the panel.

The parties may mutually agree to use the following Formal Level grievance procedure in lieu of the panel:

At the Formal Level meeting the grievance must be reduced to writing on the Record of Grievance Form adopted by the parties and presented to the Company by the Union at the conclusion of the meeting(s). (For pay treatment see 21.03 and 21.04.)

- 1) Within 14 days from the date of the meeting (or the last adjourned meeting) the management representative with whom the grievance was discussed will inform the Union in writing on 4 copies of the Record of Grievance Form of his/her proposed position. If the parties agree on an adjustment, the adjustment will be stated as the proposed disposition on the Record of Grievance Form and both parties will sign 2 copies of the form and each retain one signed copy.
- 2) With respect to "1" above, failure of the management representative to submit a written decision within 14 days as described therein, effects an automatic appeal to the next higher Level.
- 3) Within 14 days from the date when the Union is advised on the Record of Grievance Form of the proposed disposition by the management representative, the Union will advise the Company on a copy of the Record of Grievance Form whether the proposed disposition is accepted, rejected or appealed. Such advice should be directed to the management representative with whom the Union discussed the grievance. If the grievance is appealed to the 3rd Step, the Union will promptly forward the grievance to the Union's designated representative who services the area involved. Grievances so appealed may nevertheless be dropped without a meeting and without prejudice to the Union's contentions regarding the merits of the grievance.

- 4) The Union's rejection of the proposed disposition by the management representative at the 2nd Step will close the grievance without prejudice to the Union's contentions regarding the merits of the grievance.
- 5) If the Union does not return a copy of the Record of Grievance Form indicating their decision within the 14 days specified in "3" above, the Company's proposed disposition will be considered to have been appealed.
  - (a) Where agreed to by the Company, a Mediation Hearing may be held for grievances other than true intent at the Company's expense if the parties fail to resolve the grievance(s). (See 23.03) Refusal of the Company to use mediation will not be subject to escalation or grievance.
- c. Regardless of format chosen, in discipline cases the Company and CWA representatives have the responsibility to meet, discuss the issue(s) and complete the related paperwork within 30 days of the request for a meeting date. On non-discipline grievances, the parties will have 60 days to do so.
- d. Where mutually agreed, the time periods in "c" may be extended, normally not beyond 30 days. It is intended that the time limits specified in 21.01C2a4 above will be included in the time frames outlined in "c" and "d".
- e. Failure of the parties to carry out their responsibilities within the specified time frames will generate an automatic appeal of the grievance to the State Level. The State Level representatives will determine the action necessary to address the problem and will handle the grievance accordingly.

f. Grievances involving counseling entries shall not be appealed beyond the 2nd Level of the grievance procedures.

3. State Level (3rd Step).

On grievances appealed to the 3rd Step, the CWA Staff Representative will request a meeting with the designated Management representative within 30 days of the date of appeal and that meeting will be held within 30 days of such request.

a. If mutually agreed, State Level representatives may extend the time frame, normally not beyond 60 days, to meet and discuss the related grievance.

1) If either party identifies a problem with meeting on grievances within the specified time frames, such would be referred to the Executive Level for review and remedy of the problem.

b. If the parties agree on a settlement, such will be stated as the proposed disposition on the Record of Grievance Form and both parties will sign 2 copies of the form and each retain one signed copy.

1) If the grievance is not disposed of otherwise the parties will indicate in writing their respective positions on the Record of Grievance Form. Such positions will be exchanged in accordance with "a" and "b" below. These positions, will include the issue(s) in question, the position taken by the respective parties, their contentions concerning the true facts and offers made at the 1st, 2nd and 3rd Steps, if any, to settle the issue.

(a) Within 7 days from the date of the meeting (or the last adjourned meeting) the Management representative with whom the grievance was discussed will inform the Union in writing on 2 copies of the Record of Grievance Form of

his/her proposed position. Except as otherwise provided for in 21.01C3b1d, failure of the Management representative to submit a written decision within 7 days, effects an automatic appeal to the next higher Level.

- (b) Within 14 days (90 days for discipline related grievances) from the date when the Union is advised on the Record of Grievance Form of the proposed disposition by the Management representative, the Union will advise the Company on a copy of the Form whether the proposed disposition is accepted, rejected or appealed except as otherwise provided for in 21.01C3b1d. If the grievance is appealed to the 4th Step, the Union will promptly forward the grievance to the Union's designated representative. Grievances so appealed may nevertheless be dropped without a meeting and without prejudice to the Union's contentions regarding the merits of the grievance.
- (c) Grievances, except those involving benefit and discipline issues, not satisfactorily adjusted at the 3rd Step may then be appealed to the 4th Step. If the Union does not request a conference on an appeal to the next higher level within 30 days of the date of appeal, the grievance will be closed.
- (d) Discipline related grievances not satisfactorily adjusted at the 3rd Step, may then be subject to the arbitration procedures as outlined in Article 23.

#### 4. Executive Level (4th Step).

Each party will advise the other of the names of its representatives at the 4th Step who are authorized to finally approve settlements made at the 2nd or 3rd Step of



the grievance procedure. On grievances appealed to the 4th Step the appropriate Company representative should meet with the Union within 30 days after the Union has requested a conference on such grievance. In the event the appropriate Company representative is unable to meet within that time period, the Company and Union may agree to a 14 day extension for the meeting.

- a. If a meeting is not held by the appropriate Company representative within the greater of 30 days of the Union's request for a conference or the extended time period due to the fault of the Company, the Company will have defaulted on that grievance. Upon default by the Company, a remedy of the grievance will be fashioned at the Bargaining Level of the Company. If a remedy cannot be agreed upon at this Level, the appropriate remedy will be determined by arbitration under 23.01.
  - b. All appeals to the 4th Step will be based upon the record consisting of the Record of Grievance Form, Joint Minutes (if any) at the 2nd Step, positions under 21.01C3b above and any oral or written statements, affidavits or exhibits that the parties at the 2nd and 3rd Steps incorporated into the record.
5. Grievances which involve the true intent and meaning of this or any other agreement between the parties or adversely affect the rights of any employee(s) if filed by the Union will be initially presented at the 2nd, 3rd or 4th Step: such grievances and those involving alleged violations of the Agreement by the Union, if filed by the Company, will be filed at the 4th Step of the Company with the District Office of the Union. Each such grievance must be presented, orally or in writing, within 60 days from the date of the last occurrence on which the grievance is based.

- a. When a grievance is filed at the 4th Step of the Company with the District Office of the Union as described in "5" above, such grievance will be accompanied by a written statement of position from the Company representative setting forth the Company's position regarding the grievance. Such written position will include the Company's contentions as to the true facts involved, its allegations as to how the Union has violated the Agreement and, if appropriate, its contentions as to the true intent and meaning or interpretation of any provision of the Agreement. The District Office of the Union will have a period of 14 days in which to reply in writing to the Company's written statement or position and the Union's reply will also set forth its contentions as to the true facts involved, its reply to the Company's allegation, if any, as to how the Union has violated the Agreement and its contentions as to the true intent and meaning of the Agreement provisions if such are involved.
  - b. If the grievance is to be arbitrated, the written positions of the parties, or amendments thereto, served on the other party at least 14 days in advance of the arbitration hearing, will be filed with the arbitrator as exhibits. Such exhibits may be assigned such weight as the arbitrator deems appropriate.
6. When a Union grievance is appealed, the decision of management at the 4th Step will be given to the Union within 7 days after the appeal is discussed at a conference (or last adjourned meeting mutually agreed upon). When the grievance is initiated by the Company under "5" above, the decision of the District Office of the Union will be given to the Company within 7 days after the grievance is discussed at a conference (or last adjourned meeting thereof mutually agreed upon).

7. Grievance adjustments at the 2nd and 3rd Steps will be final and binding, and will not be used as a precedent by either party, except that an adjustment at the 2nd or 3rd Step may be made subject to Executive Level approval if either party at the 2nd or 3rd Step notifies the other in writing within 60 days from the date the settlement was executed, that a “true intent and meaning” question exists. The parties will not use a local past practice established by a local level settlement to support controversies that develop in other locations. The parties reserve the right to urge that grievances dropped after having been appealed to arbitration may have, or may not have, a precedential effect in accordance with all of the circumstances.
- D. The computation of any period of time prescribed by any Agreement between the parties will begin on the day after the occurrence, presentation, appeal, decision, request or demand and continue on a calendar-day basis through the last day of the period. If the last day is a Sunday or holiday, the period will run until the next day not a Sunday or holiday. Any communication required to be in writing will be considered to be made on the date it is postmarked, dated by personal receipted delivery, or by other means mutually agreeable.
- E. The presence of a Union Officer except those certified under 21.01C7 at the adjustment of any grievance presented by an employee(s) under “A” above will not be regarded as an agreement on the part of the Union that the grievance was properly adjusted.

**21.02 Pay for Certified Union Representatives.**

Subject to the limitations expressed in 21.03 and 21.04, certified Union representatives in the employ of the Company, and other employees necessary to a grievance hearing will suffer no loss in pay for time consumed in meetings with Management on subjects mentioned in this Article and in 20.02, and necessarily consumed in traveling to and from such meetings. Each such employee will give reasonable notice (not less than one working day) to his/her

immediate supervisor when such excusal is to begin and for what period the employee expects to be absent from duty. Accordingly, in responding to requests for such meetings, management should allow sufficient time in scheduling to permit employees to comply with this "reasonable notice".

### **21.03 Number of Union Representatives in Meetings with Management.**

In meetings with Management the number of persons other than those mentioned in 21.04 below, who will suffer no loss of pay for time consumed in meetings with Management and necessarily consumed in traveling to and from such meetings will be as follows:

- A. In the 1st Step meetings under this Article, 1; and at the 2nd Step meeting not more than a total of 2, except in the panel process where a total of 3 would be paid, plus the grievant.
- B. In meetings on subjects mentioned in 20.02, not more than a total of 10.
- C. The number of Management representatives participating in any meeting will not exceed that of the Union.
- D. If the number of Union representatives attending a meeting with Management is greater than the number indicated above, the Union will designate which of its representatives, not to exceed the number indicated above, are to suffer no loss of pay.

### **21.04 Pay for Grievant.**

In meetings with Management on grievances at the 1st and 2nd Steps, the individual employee whose grievance is being presented by the Union will suffer no loss in pay, as provided in 21.02, for time consumed in such meetings or necessarily consumed in traveling to and from such meetings, provided, however, when a group of employees has a common cause of grievance, the members of the group, to be designated by the Union, who will suffer no such loss in pay will not exceed 2 at the 1st Step meeting and 1 at the 2nd Step meeting.

**21.05 Strike Limitations.**

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

- A. If an employee is disciplined as a result of an alleged breach of 21.05 above, such disciplinary action will be subject to the full grievance procedure, as provided for in 21.01C, and to arbitration notwithstanding the limitations in Article 11 of this Agreement.
- B. In the event of arbitration under "A" above, the arbitrator will have authority to sustain, modify or to set aside the disciplinary action.
- C. Any discipline resulting from an alleged violation of 21.05 above will be imposed within a reasonable time, but in no event to exceed 30 days from the date the employee first engaged in the alleged violation.

**21.06 Grievances Involving the Filling of Vacancies.**

In promotion cases the Union will be given an opportunity to examine all test papers, appraisal sheets and any other pertinent records on all employees selected to fill the vacancy or vacancies and the unsuccessful requesters (upon the showing of proper authorization only from unsuccessful requesters). This examination of records by the Union will be considered as the Informal Level grievance meeting under Article 21 and 1 Union representative will be paid under the provisions of 21.02 for the time consumed in the examination of such records. If required, the second step will consist of discussion with the selector in person or by phone.

- A. No promotion grievances will be filed at the 2nd Step until the designations required below have been properly made by the Union.
- B. In those situations where more vacancies were filled than there are employees who filed requests in whose behalf the Union desires to handle a grievance, the following procedure

will be followed: After the Union has had the opportunity to examine test papers, appraisal sheets and other records as described above, the Union will designate the employee(s) whom it contends were erroneously selected instead of the aggrieved employee(s).

- C. In those situations where there are more employees who filed requests in whose behalf the Union desires to process the grievance than there are vacancies which have been filled, the following procedure will be followed: After the Union has had the opportunity to examine test papers, appraisal sheets and other records as described above, the Union will advise the Company in the letter requesting the 2nd Step grievance meeting which of the unsuccessful requesters they believe should have been selected and on whose behalf it is grieving.

#### **21.07 Grievances Involving Short Term Disability Plan (STDP).**

- A. Grievances involving the denial of benefits under the STDP will not be presented until the claim underlying the grievance has been heard and resolved by the Company Employees' Benefit Claim Review Committee (EBCRC).
- B. Such grievances will be presented at the 3rd Step (State Level) of the grievance procedure within 60 days of the date of receipt of the letter of denial of benefits from the EBCRC.
  - 1. Appropriate Company and Union representatives will meet at the 3rd Step within 30 days after the Union has requested a conference on such grievances. Additionally, each party may have an appropriate designated resource person present.
  - 2. Grievances unresolved at the 3rd Step will be considered rejected and not subject to arbitration.
  - 3. Any settlement or agreement reached through the grievance process will not set precedent under this Agreement.
- C. The Company and the Union acknowledge that any relief provided as a result of such a grievance is provided in

resolution of a contractual claim and is not paid as a claim under the STDP.

- D. Should the Union at the district or local levels desire information relative to the handling of a case, before it becomes a grievance, the Company will furnish such information or facts as are available. It is also understood that securing of such information will not constitute the initiation or discussion of a grievance.

## **ARTICLE 22 FEDERAL OR STATE LAW**

### **22.01 Jurisdiction of Law.**

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

## **ARTICLE 23 ARBITRATION, EXPEDITED ARBITRATION AND MEDIATION**

### **23.01 Arbitration.**

- A. The provisions for arbitration will apply only to the matters made specifically subject to arbitration in "B" below.
- B. If at any time a controversy should arise between the parties regarding the true intent and meaning of any provisions of this or any other agreement between the parties or a controversy as to the performance of an obligation hereunder, which the parties are unable to resolve by use of the grievance procedure, the matter will be arbitrated upon written request of either party to the other.
- C. Such request for arbitration will be made within 90 days from the date of the final decision in writing on the grievance,

unless the failure to make such request will be excused by the Arbitrator because of extraordinary circumstances including, but not limited to, newly discovered or previously unavailable material evidence that could not have been discovered or produced by reasonable diligence.

D. The procedure for arbitration will be as follows:

1. Within 30 days after the filing of the written request for arbitration, the Vice President of the Union or his/her delegated representative will confer with the Executive Director of Labor Relations of the Company or his/her delegated representative to select an Impartial Arbitrator and a date for the hearing.
  - a. Failure on the part of the Union to make the above request within 30 days will relieve the Company of the responsibility for retroactive wages from the date of the filing of the written request for arbitration until the date the Union complies with "1" above.
2. In the event of the failure of the persons named in "1" above to agree upon the selection of an Impartial Arbitrator within 30, days the Union or the Company may apply to the Federal Mediation and Conciliation Services, Washington, D.C., for the appointment of such Impartial Arbitrator.
3. The arbitration hearing will be started within 60 days, if practical, of the selection of the Impartial Arbitrator and carried to a conclusion as expeditiously as possible. A decision and award by the Impartial Arbitrator will be rendered within 15 days, if feasible, of the completion of the hearing.
4. The Impartial Arbitrator will have power to decide whether or not a particular finding will have a retroactive effect, provided, however, that no retroactivity will predate the Union's demands for arbitration except as is or may be otherwise provided in other contracts or agreements between the parties.



- E. The decision of the Impartial Arbitrator will be final and the Company and the Union agree to abide by such decision. The compensation and expenses of the Impartial Arbitrator and the general expenses of the arbitration will be borne by the Company and the Union in equal parts. Each party will bear the expense of its representatives and witnesses. Any expenses incurred because of any cancellation or postponement of an arbitration hearing will be borne by the party requesting such cancellation or postponement.

**23.02 Expedited Arbitration.**

- A. In lieu of the procedures specified in 23.01 of this Agreement, any grievance filed on behalf of an employee which involves suspensions or discharges except those which also involve an issue of arbitrability, contract interpretation, or strike activity and those which are also the subject of an administrative charge or court action will be submitted to expedited arbitration within 15 calendar days after the filing of a request for arbitration. In all other grievances involving disciplinary action which are specifically subject to arbitration under 23.01, both parties may, within 15 calendar days after the filing of the request for arbitration, elect to use the expedited arbitration procedure provided. The election will be in writing and, when signed by authorized representatives of the parties, will be irrevocable. If no such election is made within the foregoing time period, the arbitration procedure in 23.01 will be followed.
- B. A panel of at least 8 but no more than 10 arbitrators will be selected by the parties. Each arbitrator will serve until the termination of this Agreement unless his/her services are terminated earlier by written notice from either party to the other. The arbitrator will be notified of his/her termination by a joint letter from the parties. The arbitrator will conclude his/her services by settling any grievance previously heard. A successor arbitrator will be selected by the parties. Arbitrators will be assigned cases in rotating order designated by the parties. If an arbitrator is not available for a hearing within 10