

TO EMPLOYEES:

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

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

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

Sincerely,

For the Union:

Richard Honeycutt  
Vice President

For the Company:

Diane Bradley  
Vice President

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**AGREEMENT**  
**between**  
**COMMUNICATIONS WORKERS OF AMERICA**  
**and**  
**AT&T BILLING SOUTHEAST, LLC**

This Agreement, made this *4th* day of *August*, 2019, by and between Communications Workers of America, herein called Union, and the AT&T Billing Southeast, LLC herein called Company:

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

As a result of collective bargaining, the parties hereby covenant and agree that the following provisions shall remain unchanged and govern their relationship for the duration of this labor agreement.

**ARTICLE 1**  
**DEFINITIONS**

**1.01 Basic Rates, Wages, Pay.**

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

**1.02 Calendar Week.**

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

**1.03 Call-Out.**

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

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

**1.04 Connecting Work.**

Any overtime work which connects with the beginning or end of scheduled time. If the employee requests and receives time off for a relief or meal period between the scheduled time and the overtime period, such break shall not change the connecting nature of such work (see 3.06B).

**1.05 Double Time Rate, Pay.**

Double time rate of pay is 2 times the basic rate of pay plus such other differential increment as required under the terms of the Fair Labor Standards Act in effect on the date of this Agreement.

**1.06 Entity.**

For purposes of force movement, an entity is defined as BellSouth Telecommunications, LLC, AT&T Billing Southeast, LLC, *and* Utility Operations.

**1.07 Evening and Night Differentials.**

Payments as provided for in 4.07 made to employees who work tours which fall wholly or partly within the period 7:00 P.M. to 7:00 A.M. NOTE: No evening or night differentials apply to tours which begin at 7:00 A.M. or later, and end at or before 7:00 P.M.

**1.08 Full-Time Employee.**

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

**1.09 Gender.**

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

**1.10 Headquarters Exchange, Location, Town.**

An exchange, location or town designated by the Company as being the place of employment for an employee and on which location the employee's basic wage rate is established. All new geographic areas established as exchanges for basic wage rates or all other Agreement purposes are subject to notice and bargaining requirements of Article 15.

**1.11 Holiday Work.**

Any work which begins on an authorized holiday.

**1.12 Non-Scheduled Day.**

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

**1.13 Normal Work Day (Tour).**

A normal work day is 7 1/2 hours.

**1.14 Normal Work Week.**

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

**1.15 Occasional Employee.**

An occasional employee is one who is engaged on a daily basis for a period of not more than 3 consecutive weeks, or for a cumulative total of not more than 30 days, in any calendar year, regardless of the length of the daily or weekly assignments. An occasional employee who actually works or is engaged to work in excess of 3 consecutive weeks or 30 days in a calendar year shall be reclassified as a regular or temporary, full-time or part-time employee as appropriate. An occasional employee is an employee only on the day(s) such employee works.

**1.16 Overtime Rate, Pay.**

Overtime rate of pay is 1-1/2 times the basic rate of pay plus such other differential increment as required under the terms of the Fair Labor Standards Act in effect on the date of this Agreement.

**1.17 Part-Time Employee (Regular or Temporary).**

A part-time employee is one who is employed and normally scheduled to work less hours per average month than a comparable full-time employee in the same job title, classification and work group working the same normal daily tour.

**1.18 Part Tour.**

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

**1.19 Premium Pay.**

Pay at the overtime rates or pay for non-overtime work at hourly rates equal to or in excess of the overtime rate.

**1.20 Promotions.**

Reassignment to a job having a higher top basic weekly rate, or to a higher-rated job having no established top rate. The top basic rates on Zone A wage scale shall be used in determining if a

promotion is involved. Transfer from a lower-rated to a higher-rated exchange where the job classification or work assignment is not changed is not a promotion. Reassignment to a different job having the same top basic weekly rate is not a promotion.

**1.21 Regular Employee.**

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

**1.22 Regular Rates, Wages, Pay.**

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

**1.23 Scheduled Hours.**

Hours falling within an employee's scheduled tour.

**1.24 Scheduled Tour.**

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

**1.25 Seniority.**

A. Seniority shall mean Term of Employment (TOE)/Net Credited Service (NCS) as defined by the applicable Pension Plan, or if no Pension Plan is applicable to an employee, then Seniority shall mean length of service calculated as if the employee were covered by the Bargained Cash Balance Program #2 of the AT&T Pension Benefit Plan.

B. In applying any of the provisions of this Agreement, in any case where 2 or more employees' seniority/TOE/NCS is equal, they shall rotate as the senior employee in the choice of tours, vacations, etc.

**1.26 Service Requirements.**

Whenever used in this Agreement, "Service Requirements" means such Service Requirements as determined by the Company, but such determination shall be subject to the grievance procedure set

forth in Article 21, and a charge of bad faith or arbitrary action shall be subject to the arbitration procedure set out in Article 23. (See Appendix C, Part VII.)

**1.27 Session.**

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

**1.28 Split Tour.**

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

**1.29 Sunday Work.**

Any work which begins on a Sunday (see 1.33).

**1.30 Technological/Operational Efficiency Displacements.**

Any regular employee shall be considered displaced by an improvement in operational efficiency when his/her services shall no longer be required as a result of a change in plant or equipment, a change in a method of operation, or other internal change diminishing the total number of employees formerly required to supply the same service to the Company or its subscribers. The term shall not include layoffs caused by external forces.

**1.31 Temporary Employees.**

Temporary Employee - One whose term of employment is intended to last more than 3 weeks, but ordinarily not more than 24 months. A temporary employee that has reached the 24-month temporary employment period will not be re-hired as a temporary employee to perform essentially the same type work in the same title and exchange for at least 90 days. If a temporary employee works beyond the 24-month period, a regular job vacancy will be submitted.

The Company will not work complete a temporary employee as a means to avoid benefit cost.

Temporary employees shall be converted to a regular classification prior to the hiring of a new employee to fill a vacancy, provided they meet selection criteria.

The number of temporary employees is not intended to exceed 10% of the total represented employee population. If the Company identifies a need to exceed the cap, the issue will be resolved through the continuous bargaining process.

The Company will provide to the CWA District Office a quarterly report of all temporary employees on the payroll. This will include name, hire date, seniority date, expected term of employment, work location and title.

### **1.32 Wage Length of Service (Wage Experience Credit).**

Period credited to an employee in the application of the wage schedule for his/her job classification. Generally, the wage length of service of an employee whose entire service has been continuously in the same job will be his/her total length of service. If one is employed at a starting rate higher than the normal starting rate on account of previous telephone or other experience or special training, the wage length of service will include such credit as is given at the time of employment or re-employment, plus service accumulated thereafter. In paid absence cases under the short-term disability program only the first month of such absence is included in computing wage experience credit, except that employees absent as a result of, and who receive payments for, accidents arising out of, and in the course of, employment shall accumulate wage experience credit during the time of such absence and payment.

### **1.33 Work Day.**

The period of time between 12:00 midnight preceding and 12:00 midnight ending any day. Any tour or call-out is a part of the work day on which such tour or call-out begins. Any connecting time which precedes a tour is a part of the work day on which the

connecting time begins. Any connecting time which follows a tour is a part of the work day on which the tour begins, even though such connecting time continues until the beginning of a subsequent tour. Pay for work which starts at or after 12:00 midnight preceding the day and before midnight ending the day shall be at the rate prescribed for that day.

**1.34 Work Group.**

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

**1.35 Work Unit.**

A work unit shall mean all those employees within a given title and department who have a common place of reporting except that employees within a single title performing distinctly different job duties shall not be grouped together.

**1.36 Working Leader.**

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

**ARTICLE 2  
WAGES**

**2.01 Wage Rates.**

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

B. Part-Time Employees.

1. Payment to a part-time employee for hours worked in excess of an equivalent normal daily tour or work week for a comparable full-time employee shall be at the applicable overtime rate for a comparable full-time

employee based on such part-time employee's basic hourly rate.

2. Any regular employee who is on the active payroll of the Company as of December 31, 1980, and who works part-time on or after January 1, 1981, shall thereafter continue, during the current term of employment, to be paid on the same basis as was applicable to such a part-time employee on December 31, 1980 as follows:
  - a. The rate of pay and amount of increase for a part-time employee shall be prorated by relating his/her hours of work to the normal work week.
  - b. A part-time employee shall receive progression increases at the same intervals as a full-time employee.
3. The classification of a part-time employee is based on the employee's "part-time equivalent work week" which shall be determined prospectively by dividing the employee's total normally scheduled hours per month by 4.35 and rounding the result to the next higher whole number. (Illustration: 68 hours per month divided by 4.35 equals 15.6 rounded to a "part-time equivalent work week" classification of 16.)
4. The "part-time equivalent work week" classification of each part-time employee shall be reviewed by the Company on April 1 and October 1 of each year and more often if appropriate. Indicated adjustments, if appropriate, will be on a prospective basis. In determining whether such adjustment is appropriate, the Company will consider the actual average number of hours worked per month during the preceding 6 month period and the likelihood that such number of work hours will continue for a reasonably foreseeable period of time except that any hours worked which are paid at the overtime rate shall not be counted in computing the average number of hours worked.

5. For employees who are hired on or after January 1, 1981, and who work as regular part-time employees, payments to a regular part-time employee for sickness disability, accident disability, or death benefits under the short-term disability program, vacations, holidays, anticipated disability leave, sickness absence (not under the short-term disability program) or termination allowance (or its equivalent) shall be prorated based on the relationship of the individual part-time employee's "part-time equivalent work week" to the normal work week of a comparable full-time employee in the same job title, classification and work group.
6. Regular employees who are on the active payroll of the Company as of December 31, 1980, and who work part-time on or after January 1, 1981, shall thereafter continue, during the current term of employment, to receive payments for the benefits and other items listed above on the same basis as was applicable to a part-time employee on December 31, 1980.

**2.02 Starting Rates.**

- A. Except as provided in "B" of this Section, a person engaged to work in one of the titles listed in Appendix A, Part I, shall receive the rate designated "Start" on the progression wage scale for his/her title in the appropriate schedule for his/her location as shown in Appendix B, Part I.
- B. Appropriate allowances for wage experience calling for rates higher than such "Start" rates may be made as outlined in the sub-sections of this paragraph.
  1. Honorably discharged veterans of Armed Forces who were discharged from the Armed Forces within 2 years prior to their employment may be granted wage experience credit for a maximum of 75% of their period of military service, except that this credit shall not exceed 30 months.

2. Persons without previous telephone experience upon initial employment may be granted wage experience credit for previous experience or special training of value. Normally this credit shall not exceed 50% of such actual experience or training time nor result in an allowable maximum credit of more than 30 months.
3. An employee formerly employed by the Company, another BellSouth company, or any company as required by applicable law(s), shall have his/her former wage experience credit adjusted in accordance with the following table if re-employed in the same or lower-rated job classification:

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

- a. If the employee had experience or training during his/her absence from the Company or another BellSouth company which the Company considers of value, he/she will be given credit for this experience or training in addition to the credit provided above. Normally this credit shall not exceed 50% of such actual experience or training time nor result in an allowable maximum credit of more than 30 months of this outside experience or training.

- b. Each of a series of successive breaks in service shall be computed in the same manner using the table above.
  - c. The above table does not apply to an employee re-engaged within 5 years after layoff as provided in Article 7 or employees returning from authorized leaves as provided in Article 6, but he/she will receive credit for the outside experience or training of value under "a" above.
4. The provisions of "3" above shall also be applicable to such a former employee when re-employed in a higher-rated job classification except that his/her wage rate and wage length of service on the higher-rated job shall be established as follows:
  - a. The wage rate to be received on the higher-rated job shall be either the same as that calculated by the use of the above table for the lower-rated job at the exchange to which the employee is re-employed or the starting rate of the higher-rated job, whichever is greater. If the calculated rate is not an exact step on the wage scale for the higher-rated job, the employee shall be paid the nearest higher step rate.
  - b. The wage length of service shall be the number of months applicable to the wage rate determined by "a" above.
5. An employee of another BellSouth entity transferring to this bargaining unit on a higher-rated job classification shall have wage rate and wage length of service computed according to 2.06A. An employee of another BellSouth entity transferring to this bargaining unit in the same or lower-rated job classification will be given credit for the wage experience accrued with the other BellSouth entity. The employee's wage rate will be determined by reading the wage length of service directly into the wage scale being entered.

6. Upon employment, persons who have previous experience with telecommunications companies shall be given wage experience credit commensurate with such previous training and experience that is of value to the Company, but in no event shall the wage experience credit allowed be more than the employee would have received had such previous training and experience been with this Company or another BellSouth Company as determined under the provisions of 2.02B3 of the Agreement.
- C. This section shall not apply to persons initially engaged for technical assignments, or to persons engaged for typing or stenographic work or other work comparable to the work performed by such persons prior to their engagement by the Company.

**2.03 Wage Progression Schedules.**

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

**2.04 Effective Date for Progression Increases.**

The effective date for progression increases shall be at six (6) month intervals, or at such other intervals as may be specified in the applicable Wage Tables.

**2.05 Flexible Starting Rates.**

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

- A. In the event that such action is taken, the progression steps on the wage scale or scales affected at such exchange or exchanges shall be revised in accordance with the following procedure unless otherwise agreed between the Company and the Union:
  1. Establish the new starting rate which shall be an increase of not less than \$3.00 per week.

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

#### **2.06 Promotional Increases.**

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

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

Example:

Accounting Assistant on 24th month of WS 16, is promoted to a Accounting Specialist on WS 18

Current Pay for WS 16, 24th month = \$788.00

WS 18, 24th month  $\$802.50 \times 10\% = \$80.25$  (Promotional Increase)

$\$788.00 + \$80.25 = \$868.25$  (Proposed rate of pay)

The nearest higher step on WS 18 is the 36th month. The employee will be moved to this step at \$937.50 and wage experience adjusted to provide the employee with 24 months wage experience.

- B. For wage experience credit treatment for employees reclassified to a lower-rated job and who are subsequently promoted to a job on their previous wage scale within 5 years, see 8.02D.
- C. Where an employee is transferred to another exchange pursuant to a promotion, the transfer will first be made under 2.07 as appropriate, then the rate of pay will be calculated as shown in this article.

## **2.07 Transfers Without Change in Wage Scale to Exchanges Having Lower/Higher Wage Zones.**

- A. Employees with 6 months service transferring to a lower wage zone shall suffer no change in their rate of pay unless their rate of pay is more than the maximum of the new zone. If their rate of pay is above the maximum at the new zone, the rate shall be reduced to the maximum. For employees with less than 6 months of service, the rate of pay shall be adjusted at the time of transfer to the rate applicable to their wage experience credit on the wage scale for the lower zone.
  - 1. If his/her rate is not above the maximum at the new location he/she shall continue at such rate until his/her wage length of service entitles him/her to an increase on the wage scale in effect at the new location.
- B. When an employee transfers to a higher wage zone, his rate of pay shall be adjusted to the same wage length of service for the higher zone.
- C. "A" and "B" above do not apply to transfers from other BellSouth companies. (See 2.02B5 for details on how to determine wage rates and wage experience credit for employees transferring from other BellSouth companies.)

**ARTICLE 3  
SCHEDULING**

**3.01 Work Schedules.**

- A. Work schedules for all employees shall be posted officially by 11:00 A.M. on each Thursday to show for each such employee his/her scheduled or assigned tours for the next 2 calendar weeks, except that all holiday schedules shall be posted not later than 11:00 A.M. on Tuesday of the second week preceding the week in which the holiday falls.
- B. Work schedules shall stipulate the starting and ending time of such tours, together with the starting and ending time of each session. Intervals between sessions shall not be shifted, at the instance of the Company, except as necessary to meet service requirements.
  - 1. Lunch or meal periods between sessions which are shifted by the Company shall not be considered as a shift of tours under 3.03G.
  - 2. "B" above does not require the posting of starting and ending time of sessions for those tours that have no meal period.
- C. Where employees work common hours as a group, a statement stating the hours may be posted for the work group.
- D. At locations where no management person is assigned to supervise the employee involved, a letter to such employee which meets the requirements of 3.01B may be addressed to him/her advising that until further notice he/she is to work that schedule. At such locations, this shall be considered as complying with 3.01A.

**3.02 Choice of Tours.**

- A. Employees shall have the opportunity to exercise their seniority in preference for choice of tours, not less frequently than every 13 weeks (except where an employee enters the work group after assignment of tours have been made as

outlined in Article 3). Employees returning from leaves of absence, layoff, employees coming in by transfer or employees who have their service bridged (entitling them to additional seniority), shall be granted choice of tours in accordance with their seniority at the next revision of the schedule. Once the basic schedule is completed on the basis of the above, no change shall be made in basic tour assignments until the next selection period except that the Company finds it necessary for service requirements to revise the basic schedule in less than 13 weeks. With each such revision in a basic schedule, the opportunity to exercise preference for choice of tours will be afforded.

B. Preference for choice of tours as set forth in this section does not contemplate the choice of furlough days (meaning non-scheduled days) which shall be assigned by the Company in such a manner as to arrange for every employee periodically to secure desirable furlough days. Sunday and holiday schedules shall be rotated among the employees within a work group in such a manner as to provide for the approximate equalization of both premium pay work opportunity and the privilege of securing Sundays and holidays as furlough days. Each holiday will be considered separately insofar as practicable in the rotation of holiday schedules.

1. Employees on vacation for one or more full weeks will be considered unavailable for rotation of Sunday and holiday schedules beginning with Sunday of the first week and ending with Saturday of the last week except as provided under the provisions of 5.07B4a1.

### **3.03 Scheduling Tours.**

A. Insofar as service requirements permit, the Company shall assign tours in accordance with the preference of employees in the order of their seniority. Tours will be scheduled and assigned in accordance with 3.04 or 3.05 below.

It is not the intent of this article or any other provision in this Agreement to require the Company to revise a posted work

schedule so as to assign an employee entering the work group the tours to which his/her seniority would otherwise entitle him/her.

- B. Tours may fall on any day of the week necessary to meet service requirements, except that the tours and part tours which make up the normal work week may not be spread over more than 6 days of the calendar week.
  - 1. Scheduled time is comprised of tours and/or part tours, and the scheduled time for any work day shall not exceed the length of a normal tour.
  - 2. In the event it becomes necessary to schedule an employee to work more than 5 tours in a calendar week, the sixth and seventh day shall be considered as premium days on the weekly work schedule.
- C. No employee will be scheduled to work more than 13 consecutive days nor be required to work six days per week for more than two consecutive weeks without his/her consent except where acute service conditions develop caused by unanticipated service needs, fire, flood, storm, or other natural disaster. (See Appendix C, Part VII.)
- D. Insofar as service requirements will permit, a minimum time interval of 12 hours shall elapse between the scheduled ending time of one tour and the scheduled starting time of the next, except when a tour is assigned to an employee with less than the minimum interval between tours because of that employee exercising his/her seniority for the choice of tours. In such case the Company may change the employee's schedule, at his/her request, pursuant to section 3.03G, to provide for the minimum interval between tours. Such a change will not be made in violation of the seniority rights of any other employee.
- E. Part tours may be scheduled for full-time employees; however, the Company recognizes the undesirability of scheduling such part tours for full-time employees.

- F. Employees shall be either scheduled and excused or scheduled to work on authorized holidays.
1. Insofar as service requirements permit, employees shall be excused on authorized holidays.
  2. Insofar as service requirements permit, holiday assignments shall be rotated among the employees within a particular work group in accordance with 3.02, 3.04 and 3.05.
- G. Changes from officially posted weekly work schedules may be made, provided such changes do not result in a full-time employee being scheduled for less than a normal week and further provided such changes do not result in the payment by the Company of additional overtime, premium or penalty hours during the week involved, to provide for changes in hours, work days, or off days in accordance with the following:
1. At the instance of the Company.
  2. At the written request of employees.
    - a. Such requested changes shall be made when no replacement of the employee's schedule is required and when the services of the employee making the request may be profitably used during the hours to which he/she wishes to change.
    - b. When a replacement of the employee's schedule is required, the change shall be made provided an agreeable shift can be made in the schedule of another employee and provided such other employee agrees to work the shifted tour at the regular rate.
    - c. If the Company contacts an employee in connection with a shift of his/her tour and the employee agrees to the shift, the shift shall not be considered to be made at the request of the employee.

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

#### H. Flexible Scheduling Concepts.

1. The concepts listed in this section are designed to provide a variety of flexible schedules. The provisions listed in this section apply to all of the concepts, except as specified in 3.03I, J, K, and L. It is mutually agreed that neither party will support efforts to derive incidental or indirect benefits not specifically addressed in the various flexible concepts.

2. Eligibility:

The flexible concepts may be applied to regular or temporary employees. It is recognized that these concepts may not be applicable for all work groups. Where utilized, the concept(s) will normally be offered to all eligible employees in the work group or administrative work unit which for the purpose of these concepts is defined as one or more supervisory groups of employees in the same title and department who have a common place of reporting and who perform essentially the same type of work. However, there may be situations justifying departure from this rule.

3. Implementation:

Prior to implementation of a flexible concept, agreement must be reached between the local Union President and the Director of the involved work group concerning specific guidelines which fall within the general parameters for the pertinent concept. These agreements must be concurred in

by the CWA State Representative and the Director - Labor Relations prior to implementation. Disputes arising from flexible scheduling concepts not resolved at the local level may be discussed between the CWA State Representative and the Director level of the business unit. Each party reserves the right to discontinue use of a concept with at least 30 days written notice. Disputes arising from implementation or discontinuance not resolved at the local or State Level will be referred to the Executive Level.

4. Scheduling Tours:

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

5. Absences:

Excused absences (paid home conditions, paid miscellaneous time, paid Union absences, paid illness, etc.) would be paid at the appropriate number of hours for the scheduled day. Full weeks of benefits absence and leaves of absence would be calculated based on a normal 5-day schedule.

6. Overtime:

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

7. Differentials:

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

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

1. Tour Hours:

For employees normally scheduled 37 1/2 hours per week, the maximum tour length will be 9 1/2 hours and the minimum tour length will be 9 hours. The length of a session will not exceed 5 3/4 hours with one 15-minute relief period assigned or allowed as near to the mid-point of each session as practicable.

2. Holiday Week:

During a week with a specified holiday or Company Designated Excused Work Day, the employee will be scheduled 7 1/2 on the holiday. For the remainder of the hours, the Local President and Director may mutually agree to allow the option of reverting to a normal 5-day schedule or scheduling the remaining hours over a 3-day period for any or all employees on a 4-day week. In the latter case the 3 non-holiday tours may be up to 11 hours duration.

3. Time Off:

One week segments of vacation will be scheduled and paid at 37 1/2 hours per week. Vacation days taken in less than a full week segment, excused work days, and optional holidays will be based upon the length of the scheduled day and will be subtracted from the total hours of annual time-off entitlement (See chart below). Where there are insufficient hours remaining in any one category (vacation, EWD or optional holiday) to equate to a full tour, employees may combine hours from any of the three categories up to the length of a full tour. As an exception, a four-day work week employee excused on a Company Designated Excused Work Day will be paid for the entire day regardless of the remaining hours of paid EWD hours to which he/she is entitled. It is not intended that an

employee would be forced to report to work in cases where less than a session remains after the exhaustion of vacation/EWD/optional holiday hours; however, if he/she wishes to take the entire session or tour off, he/she would be required to take non-paid time for the remaining hours of the session/tour.

| 37.5 Hour<br>Work Week<br><u>Employees</u> | Vacation<br><u>Hours</u> | Paid                |           | Paid                                | <u>Total<br/>Hours</u> |
|--|--------------------------|---------------------|-----------|-------------------------------------|------------------------|
|  |                          | EWD<br><u>Hours</u> | Unpaid    | Optional<br>Holiday<br><u>Hours</u> |                        |
| 1 Week Vacation.....                       | 37.5 .....               | 30.....             | 7.5 ..... | 30 .....                            | 105                    |
| 2 Weeks Vacation .....                     | 75 .....                 | 30.....             | 7.5 ..... | 30 .....                            | 142.5                  |
| 3 Weeks Vacation .....                     | 112.5 .....              | 30.....             | 7.5 ..... | 30 .....                            | 180                    |
| 4 Weeks Vacation .....                     | 150 .....                | 30.....             | 7.5 ..... | 30 .....                            | 217.5                  |
| 5 Weeks Vacation .....                     | 187.5 .....              | 30.....             | 7.5 ..... | 30 .....                            | 255                    |

4. Differential:

With the exception of differentials described under 3.03H7, the payment of evening and night differentials shall be based upon tours which fall wholly or partly within the period from 8:00 p.m. to 6:00 a.m.

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

1. Eligibility:

Occasional employees are excluded.

2. Implementation:

This concept does not require concurrence at the State Level.

3. Tour Hours:

Certain hours will be designated as core hours during the full range of hours which employees in a work group may be required to cover. At least 60% of the group's normal work day should be covered by the core hours. Each employee will be required to be at work during the core hours; however, he/she may vary his/her beginning and

ending times within the full range of hours in compliance with scheduling guidelines. Once basic tours are chosen, employees will be considered to be working these stated scheduled hours, even if they are on flextime.

4. Overtime:

Call-outs which precede and connect to the basic schedule, and connecting overtime which is required prior to the start time of the basic schedule will be calculated based on the basic schedule, not on the flexible start time which an employee may have chosen. Connecting overtime following the completion of the employee's tour will be calculated based on the hours actually worked, not on the scheduled hours.

5. Reverting to a basic schedule:

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

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

1. Tour Hours:

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

2. Time Off:

The provisions of 3.03I3 will also apply to Flexible Length Tour Scheduling.

3. Holiday Week:

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

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

1. Eligibility:

30-30-30 will normally be applied to employees working a four-day work week; however, where mutually agreed, the concept may be applied to 5-day work week employees. Where implemented, 30-30-30 will be offered to all members of the affected group unless otherwise agreed upon by the Local President and Director. Employees will be allowed to choose individually whether they wish to be placed on 30-30-30 or a traditional schedule.

2. Tour Hours:

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

**3.04 Assignment of Tours Other Than Open-End Scheduling.**

- A. For all forces, other than employees scheduled in accordance with 3.05 where employees in the work group are not scheduled identical tours or sessions, the following principles and general procedures for the selection of tours will govern with the following exceptions:

1. In work groups of 3 or less employees, the Company is not required to post the list described in "B2a" and "B2b" below.
  2. An employee assigned to a work group to relieve an absent employee will work the tour assigned to the absent employee.
- B. In conformity with Article 13, the following procedures shall be followed in the assigning of tours:
1. Employees will have the privilege of exercising seniority in preference for choice of tours in accordance with their seniority dates posted on the seniority list, and the Company will assign tours as chosen insofar as service requirements will permit.
  2. Not more than 4 weeks prior to the specified effective date of a new basic week day schedule (Monday through Friday or Monday through Saturday, as appropriate) or in the reassignment of an existing basic schedule, the Company will concurrently post:
    - a. A copy of the schedule (or a notice) indicating the starting and ending time of tours, together with the starting and ending time of each session and the number of each group of tours.

Example--

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

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

- b. A list for each work group indicating the seniority date of each employee as of the effective date of the new schedule. For employees who will have their service bridged in accordance with 1.25A prior to or on the effective date of the new schedule, the seniority date to be indicated will be the new seniority date arrived at by such bridging of seniority. No change shall be made in the seniority date shown on the list for an employee after his/her new seniority date has been passed in the assignment of tours. For the purpose of this section, employees temporarily assigned to a different work group in the same exchange will be considered as members of their regular group.

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

- c. Where it is known prior to contacting for choice of tours that employees are to enter the work group under the provisions of Article 7 on or after the effective date of the new schedule, such employees will be listed on the seniority list referred to in "b" above and contacted for choice of tours under the provisions of "3" below.
3. The Company will make a reasonable effort to contact employees on the seniority list in the order listed for the purpose of obtaining preferences for choice of tours except for the following: employees on vacation, employees

absent from the town of their residence and employees on leave of absence. Since such contacts and the assignment to basic tours or to the relief force will be made in the order of seniority in accordance with the list referred to in "2b" above, the time consumed in attempting to contact each employee will be necessarily limited. Accordingly, it is contemplated that employees will express in advance assignments they prefer if they will not be readily available for such contact. Changes shall not be made in any assignment after an assignment is made to the next person on the list.

- a. Employees on vacation, employees on leave of absence who are expected to return on or before the effective date of schedule, employees absent from the town of their residence, and employees whom the Company was unsuccessful in its efforts to contact, unless they have expressed in advance a preference for a different available tour or an assignment to the relief force, shall be given assignments identical with their present assignments, if available. Employees who have not expressed a preference for an available tour, and for whom an identical assignment is not available, shall be assigned a tour of the same general type with the nearest ending time to the ending time of their present assignment, or if a tour of the same general type is not available then a tour of a different type with the nearest ending time to the ending time of their present assignment.
- b. Employees on leave of absence who are expected to return on or before the effective date of the schedule who did not work during the present schedule and have not expressed a preference for choice of an available assignment on the new schedule shall be assigned any available tour or to the relief force.

- c. Employees who are assigned to the relief force under this Section may exercise their seniority in preference for choice of tours to be worked by the relief force. If preferred tours are not available, they shall be assigned tours of the same general type with an ending time nearest the ending time of the preferred tour. If tours of the same general type are not available, they shall be assigned tours of a different type with the ending time nearest the ending time of the preferred tour.
4. After one or more employees with less seniority have been assigned, employees shall be placed on the seniority list described in "B2b" above immediately following the last employee who was assigned and shall have the next preference for choice of the assignments, upon any of the following conditions:
  - Employees on leave of absence who were not expected to return before the effective date of the schedule.
  - Employees reporting into the work group for duty by transfer, engagement, re-engagement, etc.
  - Where it becomes known during the contacting for choice of tours that employees are to enter the work group under the provisions of Article 7 on or after the effective date of the new schedule.
5. Employees who enter the work group or who return to work (except those returning from vacation or benefits) after all employees on the seniority list have been assigned shall have no seniority for preference in choice of assignments on this schedule. However, employees (except those re-entering by transfer or re-engagement) who have been given an assignment on the new schedule, who return to the work group during the period the schedule is in effect, shall continue on such assignments for the duration of the schedule.

- a. Where employees enter the work group under the provisions of Article 7 after all assignments have been made, such employees shall exercise full seniority for choice of tours in the relief force and on separate schedules.
  - b. Employees mentioned in "5" above, who are considered as having no seniority for choice of assignments, will have no seniority for this purpose; but, where there are 2 or more such employees in the work group, they shall be afforded an opportunity to exercise seniority among themselves in preference for choice of assignments on the weekly work schedule.
6. Employees having their service bridged after the effective date of the new schedule, thus entitling them to additional seniority, shall have the opportunity to express preference for choice of tours at the next time all employees within the group have an opportunity to express this preference. Until that time the old service date will determine seniority for choice of tours.
7. Where separate schedules are used for Saturday and/or Sunday, Holidays, Christmas Eve, New Year's Eve, and on days observed locally as holidays (which affect work loads, but are not observed as Company holidays), the following procedures shall be followed:
  - a. Concurrently with the posting of the basic schedule, the Company shall also post copies of separate Saturday schedules, if any, and Sunday schedules (or notices as illustrated in "2a" above).
    - 1) When changes are made in separate Saturday and/or Sunday schedules, the Company will post the new separate schedule (or a notice) by not later than Monday of the second week preceding the week in which the new schedule becomes effective.

- 2) When separate holiday schedules or other separate schedules (as referred to above) are to be used, the Company will post a copy of the schedule (or notice) by not later than Monday of the fourth week preceding the week in which the schedule involved becomes effective. However, the rotation of holiday work, as provided under 3.02B, is to be applied only on holidays observed as authorized Company holidays.
- b. Employees shall have the same seniority for preferences for choice of tours on separate schedules as they have for preference for choice of tours on the basic schedule. Where such separate schedules are used, employees who have different preferences for choice of tours for work on such schedules shall express a preference for choice of tours to be worked on such schedules at the same time they express a preference for choice of tours on the basic schedule. For employees who do not express a different preference for choice of tours to be worked on such schedules, their preferences for choice of tours on the basic schedule shall be considered to be their preference for choice of tours on such separate schedules.
- c. Preferences for choice of tours shall continue in effect for the duration of the basic schedule unless changed as provided in "d" below. Employees who are to be assigned to work on Sundays or holidays, under the provisions of 3.02B shall be assigned, in accordance with their seniority, tours of their preference (or the nearest available tours as described in "3a" above), insofar as service requirements permit. Employees who express preferences for choice of tours under "d" below shall be assigned tours of their preference, if available, or the nearest available tour, in the order of

seniority, among all those employees who are to be assigned to work on the day or days involved.

d. Employees who wish to change their preferences for choice of tours on separate Saturday and/or Sunday schedules shall notify their supervisor of their preferences for choice of such tours by not later than noon Monday preceding the Thursday on which the work schedule involved will be posted. Employees who wish to change their preferences for choice of tours on other separate schedules shall notify their supervisor of their preference for choice of such tours by not later than noon Monday of the third week preceding the week in which the other separate schedule is to be worked. Such changes in preferences for choice of tours should specify that the change is for a particular day or for such separate schedules during the remainder of the basic schedule.

8. Notwithstanding any other provisions of this Article and 3.02, employees entering or returning to the work group who have not been given work assignments in the current weekly work schedule may be assigned any available tours until the assignments on the next posted weekly work schedule are effective.

### **3.05 Assignment of Tours - Open-End Scheduling Procedures**

Open-End Scheduling Procedures will apply to any administrative work unit as may be agreed to by the Company and the Union at the local level and concurred in at a higher level.

A. In conformity with Article 13, the following procedures will be followed in the assigning of tours in 3.05 above.

1. Where separate schedules are used for Christmas Eve, New Year's Eve, and on days observed locally as holidays, the Company will post a copy of the hours of operations by no later than Monday of the third week preceding the week in which the schedule involved becomes effective.

2. Employees will express their preferences for tours by completing and signing a "Choice of Hours" form and submitting it to the immediate supervisor or designated representative. Four separate preferences will be shown as follows: Weekday, Saturday, Sunday, and holidays. Employees will be assigned in accordance with their seniority tours for which they have expressed a preference, or, if such tours are not available, another tour of the same type. Preferences recorded on this form will remain in effect until they are changed by the employee as provided below.
  - a. Weekday, Saturday or Sunday Schedules -- Any employee may change his/her preference for choice of hours for Weekday, Saturday or Sunday Schedules by submitting a revised "Choice of Hours" form by not later than Tuesday noon of the third week preceding the week he/she desires the change to be effective.
  - b. Holiday Schedules -- Any employee may change his/her preference for choice of hours on holiday schedules by submitting a revised "Choice of Hours" form by not later than noon Tuesday of the third week preceding the week in which the holiday schedule is to be worked.
3. Employees entering the work group (returns from leaves, transfers-in, instances where seniority has bridged, etc.) will, upon their entry, be inserted in the seniority list at the point their seniority dates indicate they should be placed. These employees will have the opportunity to exercise their seniority for choice of tours on the next posted weekly work schedule in accordance with the provisions of "2a" and "2b" above.
  - a. Regardless of any other provisions of this Article, employees entering or returning to the work group who have not been given work assignments in the current weekly work schedule may be assigned any

available tours until the assignments on the next posted weekly work schedule are effective in accordance with the provisions of "2a" and "2b" above.

**3.06 Relief Periods.**

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

When an employee works at least the equivalent of a session, he/she will be granted a relief period, as described in "A" above, with pay.

**ARTICLE 4  
PAY AND BASIS OF COMPENSATION**

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

- A. Employees working on a week day shall be paid at the regular rate for all scheduled time worked, except as otherwise provided in this section.
- B. Employees working on a week day shall be paid at the overtime rate for all non-scheduled time worked and for scheduled time worked under the provisions of 3.03B2 except as otherwise provided in "D" below. Employees working a part tour of less than one-half a normal tour (including connecting time worked if any) on a week day when the weekly work schedule is in excess of the equivalent of 5 normal tours shall be paid as if such work were a call-out. When work on a week day is a "call-out" as defined in 1.03,

employees shall be paid at the overtime rate, subject to the following:

1. A minimum of 2 hours pay at the overtime rate if the call-out starts at or after 7:00 A.M. and before 7:00 P.M.
  2. A minimum of 3 hours pay at the overtime rate if the call-out starts at or after 7:00 P.M. and before 7:00 A.M.
  3. A minimum of 3 hours pay at the overtime rate for employees working tours ending at 8:00 P.M. or later if the call-out starts at or after 7:00 A.M. and before 7:00 P.M. the following day.
  4. A minimum of 1 hour pay at the overtime rate if the call-out is a remote and does not result in a job site visit.
- C. Scheduled time worked on a week day which is in excess of the equivalent of 5 normal tours worked during the calendar week as referred to in "1" below will be paid at the overtime rate except as otherwise provided in "D" below. (Also, see 3.03B2.)
1. Time worked on week days, Sundays, time worked and/or excused on a holiday, optional holiday, vacations or paid excused work days (other than time payable under "B" of 4.01, 4.02 and 4.04), and all Union time, up to the length of a normal tour, shall be included in determining the equivalent of 5 normal tours when computing weekly overtime due under "C" above.
  2. Optional holidays and paid excused work days must be scheduled 3 weeks in advance in order to be included in the equivalent of 5 normal tours.
  3. Where a normal work week is scheduled over a four-day period, the 5th, 6th and 7th days are considered premium days.
- D. Notwithstanding any other provisions of this Section, employees will be paid at the double time rate for all time worked in excess of 49 hours of work time in a calendar week.

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

- E. When scheduled hours are shifted by the Company, the new scheduled time worked on week days within 48 hours after notice of the shift but outside the previously posted schedule shall be paid at the overtime rate except as otherwise provided in "D" above.
- F. Scheduled time worked on week days which falls within 12 hours from the scheduled end of the preceding tour shall be paid at the overtime rate except as otherwise provided in "D" above.
  - 1. An employee's exercise of his/her seniority for the choice of tours or the change of a schedule at the request of any employee does not obligate the Company to pay, under "F" above, for time worked at the overtime or double time rate.
- G. When employees have worked 14 or more hours in the 24 hours immediately preceding the starting time of a scheduled tour on a week day, time worked during such scheduled tour equal to the time worked in excess of 13 hours during the preceding 24 hours shall be paid for at the overtime rate except as otherwise provided in "D" above.
- H. When employees have worked on 13 or more consecutive days (scheduled or non-scheduled), they shall be paid beginning with the fourteenth day at the overtime rate or the double time rate, as appropriate, for all scheduled time worked on week days until the employees have been granted a day off.

- I. Where a scheduled week day is shifted by the Company from a work day to an off-day without 12 hours notice, employees shall be paid on the new off-day for 2 hours at the overtime rate.
- J. Employees working on a week day falling on December 24 or on December 31 shall be paid at the overtime rate for all time worked after 7:00 P.M. except as otherwise provided in "D" above.
- K. Notwithstanding any provisions of this Agreement except 4.01F, 4.01H, and 4.01J, the overtime rate of pay shall not be paid to part-time employees until they have worked in excess of the length of a normal tour per day or 5 normal tours per week (see 2.01B).
- L. Occasional employees working on a week day shall be paid the regular rate of pay except that overtime rate of pay shall be paid for work in excess of the length of a normal tour per day or 5 normal tours per week except as otherwise provided in "D" above.
- M. Where the weekly work schedule is the equivalent of 5 normal tours and it includes a week day part tour of less than one-half a normal tour, employees shall be paid (in addition to pay under "A", "B", "C" and/or "D" above for the time worked) at the regular rate for the difference in time, if any, obtained by subtracting the scheduled time (and connecting time, if any) worked from one-half the length of a normal tour.

#### **4.02 Pay for Work on Sunday.**

- A. Employees, working on a Sunday, shall be paid at the Sunday rate (1-1/2 times the basic hourly rate) for all time worked not in excess of the length of a normal tour and shall also be paid any applicable evening or night differentials.
- B. Employees working on Sunday shall be paid at the overtime rate for all time worked in excess of the length of a normal tour.

- C. When work on Sunday is a "call-out" as defined in 1.03, employees shall be paid under "A" and "B" above, as appropriate, at the rate applicable for the time worked with a minimum of 2 hours pay if the call-out starts at or after 7:00 A.M. and before 7:00 P.M. and a minimum of 3 hours pay if the call-out starts at or after 7:00 P.M. and before 7:00 A.M.
- D. Where a scheduled Sunday is shifted by the Company from a work day to an off-day without 12 hours notice, employees shall be paid for 2 hours at the Sunday rate.
- E. Where the weekly work schedule is the equivalent of 5 normal tours and it includes a Sunday part tour of less than one-half a normal tour, employees shall be paid (in addition to pay under "A" above for the time worked) at the regular rate for the difference in time, if any, obtained by subtracting the scheduled time (and connecting time, if any) worked from one-half the length of a normal tour.
- F. Where the weekly work schedule is in excess of the equivalent of 5 normal tours and it includes a Sunday part tour of less than one-half a normal tour, employees working such part tours shall be paid as if the hours were worked on a call-out under "A", "B" and "C" above.

**4.03 Pay for Authorized Holiday.**

- A. Employees other than those specified in "B" and "C" below shall be paid a day's regular pay for an authorized holiday irrespective of any payments under 4.04 for time worked on the holiday, except as provided in "1", "2", "3" and "4" below.
  - 1. Where the holiday is the sixth or seventh scheduled day as computed under 4.01C, the employee will be paid a day's pay at the overtime rate except as provided under 4.05B.
  - 2. Where no work is performed on the holiday and the scheduled and excused time on such holiday is in excess of 49 hours as computed under 4.01D, the employee will be paid a day's pay at the double time rate (see 4.05B).

3. Absentees, meaning employees failing to report for scheduled work on the holiday, or on the last scheduled day preceding the holiday or the first scheduled day following the holiday shall receive no pay for the holiday unless such absences are excused.
  4. Employees excused for any reason without pay for 30 days or less and who perform no work during the calendar week in which the holiday occurs shall not be eligible for pay for the holiday except for absences during the first 7 days resulting from sickness, absence for Union time, or when the employee is absent as a result of acceptance of Company initiated excused time.
  5. Employees on leave shall not be eligible for pay for the holiday if the leave begins before or terminates after the holiday occurs in a particular week.
- B. Part-time employees engaged or re-engaged on or after January 1, 1981, shall be paid a holiday allowance at the straight time rate for all authorized holidays whether they are scheduled to work, scheduled and excused or not scheduled to work. The holiday allowance paid shall be prorated based on the relationship of the individual part-time employee's "part-time equivalent work week" to the normal work week of a comparable full-time employee in the same job title, classification and work group.
- C. Occasional employees working on the holiday shall be paid under "A" or "A1" above for an authorized holiday irrespective of any payments under 4.04 for time worked on the holiday.

#### **4.04 Pay for Work on Holiday.**

- A. Employees other than those specified in "H" below working on a holiday not in excess of the length of a normal tour shall be paid at the overtime rate except as otherwise provided in this section.

1. Employees will be paid at the double time rate for time worked on an observed holiday, not in excess of the length of a normal tour, when such work time is in excess of 49 hours of work in the calendar week as computed under 4.01D.
  2. Employees will be paid at the double time rate for time worked on an observed holiday, not in excess of the length of a normal tour, when such work time occurs on an observed holiday falling on Friday or Saturday and is in excess of 5 normal tours as determined in computing weekly overtime in 4.01C.
- B. Employees working on a holiday shall be paid at 2-1/2 times the basic rate for all time worked in excess of the length of a normal tour.
- C. When work on a holiday is a "call-out" as defined in 1.03, employees shall be paid under "A", "B" and "D" of this section, as appropriate, at the rate applicable for the time worked with a minimum of 2 hours pay at the overtime rate if the call-out starts at or after 7:00 A.M. and before 7:00 P.M. and a minimum of 3 hours pay at the overtime rate if the call-out starts at or after 7:00 P.M. and before 7:00 A.M.
- D. Where the weekly work schedule is the equivalent of 5 normal tours and it includes a holiday part tour of less than 1/2 a normal tour, employees shall be paid (in addition to pay under "A" above for the time worked) at the regular rate for the difference in time, if any, obtained by subtracting the scheduled time (and connecting time, if any) worked from 1/2 the length of a normal tour.
- E. Where the weekly work schedule is in excess of the equivalent of 5 normal tours and it includes a holiday part tour of less than 1/2 a normal tour, employees working such part tours shall be paid as if the hours were worked on a call-out under "A", "B" and "C" above.

- F. Where a scheduled holiday is shifted by the Company from a work day to an off-day without 12 hours notice, employees shall be paid on the holiday for 2 hours at the overtime rate unless paid under 4.03A1 or A2.
- G. Pay under this section is in addition to pay under 4.03.
- H. Part-time employees engaged or re-engaged on or after January 1, 1981.
  - 1. If such a part-time employee is scheduled and works on a holiday, in addition to the holiday allowance, the employee will be paid straight time for all hours worked not in excess of an equivalent full time tour for a comparable full-time employee. Payment to a part-time employee for hours worked in excess of an equivalent normal daily tour or work week for a comparable full-time employee shall be at the overtime rate or double time rate, as appropriate.
  - 2. If an employee works less than his/her scheduled hours, he/she shall be paid the holiday allowance plus pay for only those hours worked at the applicable rate as outlined above.
  - 3. If an employee is not scheduled to work on the holiday and is assigned to work, in addition to the holiday allowance, he/she shall be paid straight time for all hours worked within the equivalent full-time tour for a comparable full-time employee. Payment to a part-time employee for hours worked in excess of an equivalent normal daily tour or work week for a comparable full-time employee shall be at the overtime rate or double time rate, as appropriate.

#### **4.05 Non-Compounding of Overtime.**

- A. Notwithstanding any other provisions of this Agreement, employees shall not be paid for work on Sundays, week days, or holidays at any rate in excess of the overtime rate except to meet holiday pay requirements under 4.04B, double time

requirements under either 4.01D, 4.03A2 or 4.04A, or where necessary to meet minimum pay requirements as stated in 4.01B, 4.01J, 4.02C, 4.02D and 4.04C.

- B. When an employee is paid at the double time rate for time worked within the length of a normal tour on a holiday, the holiday pay, equal to the time worked that is paid at the double time rate, will be paid at the regular rate irrespective of the provisions of 4.03A1.

#### **4.06 Equalization of Premium Pay Work Opportunity.**

- A. Opportunity for premium pay work shall be equalized insofar as practicable within each work group.
  - 1. Insofar as practicable, overtime shall be assigned to employees who desire it.
  - 2. In connection with the Union's review of an alleged grievance, the Company will furnish the record of premium pay hours worked by employees within the work group involved.
- B. Insofar as practicable, the Company will give 2 hours notice prior to assigning connecting overtime.
- C. Nothing in this procedure will require the Company to offer a new overtime assignment to an employee who has already worked 15 hours of overtime in the current week.
- D. All employees have the option of either time off or overtime payments when the employee works overtime.
  - 1. The option to take compensatory time off will be voluntary on the part of the employee and must be agreed to by the employee's supervisor and will be granted in accordance with 5.07F.
  - 2. Compensatory time off must be taken in the same payroll period in which the overtime occurred.
  - 3. Compensatory time off may only be taken for overtime hours worked at the 1 1/2 times rate. Such compensatory

time off will be granted at the rate of 1 1/2 hours for each hour of overtime worked.

4. For all employees, overtime hours worked and taken as compensatory time off will be considered overtime hours worked.
5. There is no intent to change the way overtime is offered.

#### **4.07 Differential Payments.**

- A. Employees shall be paid, in addition to their basic rates, differentials for working tours which fall wholly or partly within the period 7:00 P.M. to 7:00 A.M., in accordance with "B", "C", "D" and "E" below, as appropriate, except, the total number of differentials to be paid for any work between 7:00 P.M. and the following 7:00 A.M. shall not exceed 2.
- B. All employees will be paid differentials for those tours which fall wholly or partially within the period 7:00 P.M. to 7:00 A.M. in the amount of 10% of their basic wage rate.
- C. Where connecting overtime work (see 1.04) extends into a period for which evening or night differentials are payable, compensation for that day shall include a differential payment in the amount of 10% of the basic daily wage rate except that no such differential will be payable for time worked between the hours of 7:00 P.M. and 8:00 P.M.
- D. Where overtime of 4 or more hours duration is worked which does not connect with a scheduled tour, and any part of the overtime is between the hours of 7:00 P.M. and 7:00 A.M., compensation for that day shall include the proper proportion of the applicable differential payment.
- E. Only one evening or night differential shall be paid for work performed between 7:00 P.M. and the following 7:00 A.M. except in cases where an employee has earned such a differential under "C" or "D" above and starts his/her next scheduled work prior to 7:00 A.M.

F. Any employee, except employees designated as Working Leader, directed by the Company to assist in the training of a group of employees will be paid, in addition to his/her basic rate, differentials for tours so worked in accordance with the following:

1. Basic Conditions:

a. Employees who are designated by the Company to train another employee to qualify for a work assignment, as differentiated from answering questions about his/her work or explaining his/her work duties as a matter of information, will receive the differential set forth in "2" below.

b. Except as limited by 4.07F, an employee who assists in the training of a group of employees will receive the differential set forth in "2" below.

2. Employees who perform training work will be paid a differential of \$4.00 per session for any session in which more than one hour of such work is performed.

G. Supervisory-Relief Differentials.

1. Rate of Differential. When an employee is designated by the Company to relieve a management employee or to perform supervisory work, he/she shall be paid a supervisory relief differential of 10% above his/her basic hourly rate of pay for such time worked provided he/she performs such work for 2 or more hours during the calendar week.

2. "Acting" Titles. When an employee is designated to perform temporarily the supervisory duties of a first line or higher supervisor and that designation is expected to run for a period of longer than 5 weeks, he/she shall be reclassified temporarily to the title of "Acting" for the supervisor being relieved. If an employee has been relieving a supervisor on a differential payment basis for a period of 5 weeks he/she shall be reclassified to the title of

"Acting" if the relieving assignment is expected to continue for 5 or more additional weeks. Upon the end of an "Acting" designation, the employee shall receive the rate of pay to which his/her wage length of service entitles him/her on the job that he/she thereafter performs.

H. Working on Higher-Rated Job.

1. An employee working temporarily on a higher-rated job classification within the bargaining unit shall receive a differential of 10% above his/her basic hourly rate of pay for such time worked provided he/she performs such work for 2 or more hours during the calendar week. (See 2.06 for wage computation.) Differentials are limited to those instances in which an employee is substituting in a job carrying a higher top basic weekly rate than the job on which the substituting employee normally works except that an employee in formal training for work on a higher-rated job classification within the bargaining unit but who has not been promoted to the higher-rated job classification shall receive differential payment during the period of such training (see 13.03A1).
2. In no event shall the basic pay of the employee substituting in a higher-rated job plus differentials under "1" above be more for a calendar week than his/her wage experience credit entitles him/her to receive when applied to the higher wage scale for the job on which he/she is temporarily working.
3. When an employee is designated temporarily to work full time on a higher-rated job classification within the bargaining unit and that designation is expected to run for a period of longer than 4 weeks, he/she shall be reclassified temporarily to the title of "Acting" in the higher-rated job classification and paid in accordance with 2.06. If an employee has been working on a differential payment basis for a period of 4 weeks, he/she shall be reclassified to the title of "Acting" if the relieving

assignment is expected to continue for 3 or more additional weeks. Upon the end of such designation, the employee shall receive the rate of pay to which his/her wage length of service entitles him/her on the job that he/she thereafter performs.

I. Central City Differential. An employee whose designated place of reporting on a particular day is within one of the specified areas as described in "4" below, will be paid a Central City Differential for each day he/she works as follows:

1. An employee will be paid a Central City Differential of \$1.00 for each day he/she works after reporting to a qualified location, except that an employee who only works 1/2 the length of a normal tour or less will be paid 50¢.
2. Not more than one daily differential of \$1.00 will be paid to an employee on any one day.
3. The Central City Differential will enter into computations of overtime pay required under the terms of the Fair Labor Standards Act but will not be part of the basic rate for any other purpose nor enter into the computations of any payments under the "short-term disability program", the "AT&T Pension Benefit Plan", or any other fringe benefits or differentials.
4. Central City Differential Areas.

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

a. Atlanta, Georgia

**Eastern Boundary**

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

**Southern Boundary**

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

**Western Boundary**

North on CSX Railroad to *Donald Lee Hollowell Parkway*, East on *Donald Lee Hollowell Parkway* into Northside Drive, North on Northside Drive to Norfolk Southern Railroad.

**Northern Boundary**

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

**b. Birmingham, Alabama****Eastern Boundary**

Beginning at the intersection of 10th Avenue North and 41st Street North, then South on 41st Street to 3rd Avenue South.

**Southern Boundary**

Beginning at the intersection of 41st Street and 3rd Avenue South, West on 3rd Avenue South to 14th Street.

**Western Boundary**

Beginning at the intersection of 3rd Avenue South and 14th Street, North on 14th Street to 1st Avenue North, then West on 1st Avenue North to 11th Street, then North on 11th Street to 8th Avenue North.

**Northern Boundary**

Beginning at the intersection of 11th Street and 8th Avenue North, East on 8th Avenue to 19th Street, then North on 19th Street to 11th Avenue North, then East on 11th Avenue North to 26th Street, then North to 12th Avenue North, then East on 12th Avenue North to Vanderbilt Road then South on Vanderbilt Road to 10th Avenue North, then East on 10th Avenue North to 41st Street.

- c. Miami, Florida

**Eastern Boundary**

Beginning at a point where the city limits (N.E. 87th Street) meets Biscayne Bay, South following Biscayne Bay shoreline to S.E. 8th Street (Tamiami Trail).

**Southern Boundary**

West on S.E. 8th Street (Tamiami Trail) and S.W. 8th Street to S.W. 22nd Avenue.

**Western Boundary**

North on S.W. 22nd Avenue and N.W. 22nd Avenue to N.W. 36th Street, East on N.W. 36th Street to I-95, North on I-95 to city limits.

**Northern Boundary**

Follow city limits Northeast to Biscayne Bay, the point of beginning.

- d. New Orleans, Louisiana

**Southern Boundary**

Beginning at the intersection of the Pontchartrain Expressway and the bank of the Mississippi River, West along the Pontchartrain Expressway to Annunciation Street, then South on Annunciation Street to Melpomene Avenue, then Northwest on

Melpomene Avenue into Martin Luther King Boulevard to Claiborne Avenue.

**Western Boundary**

Beginning at the intersection of Martin Luther King Boulevard and Claiborne Avenue, Northeast on Claiborne Avenue to Iberville.

**Northern Boundary**

Beginning at the intersection of Claiborne Avenue and Iberville, Southeast on Iberville to Rampart Street, then Northeast on Rampart Street to St. Ann, then Southeast on St. Ann to the Mississippi River.

**Eastern Boundary**

Beginning at the intersection of St. Ann and the Mississippi River, South along the bank of the Mississippi River to Pontchartrain Expressway.

J. Working Leader Differential.

Any employee performing duties as outlined in 1.36 will be paid \$12.00 per week above the appropriate wage scale.

K. Employees who meet reasonable threshold requirements for multilingual positions, and who have been assigned/selected to work in a position for which these threshold requirements are required, will be paid \$3.00 per session for any session worked in a designated multilingual position.

**4.08 Payroll Periods and Paycheck Deliveries.**

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

1. An employee may be paid by direct deposit to a checking or savings account at any financial institution that is a member of the U.S. Federal Reserve Automated Clearinghouse System. The paycheck stub will be made available to the employee in the most efficient manner

possible. Payday will be on Friday following the close of each payroll period. Funds will be made available in the employee's account on Friday following the close of a payroll.

2. An employee not electing to participate in direct deposit will receive his/her paycheck by U.S. mail addressed to his/her home address. The paycheck will be mailed 2-3 business days prior to the payday.
- B. Lump sum payments will be handled via normal paycheck delivery process.

## **ARTICLE 5**

### **HOLIDAYS, EXCUSED WORK DAYS AND VACATIONS**

#### **5.01 Authorized Holidays.**

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

1. Specified Holidays:

|                      |                  |
|----------------------|------------------|
| NEW YEAR'S DAY       | LABOR DAY        |
| MEMORIAL DAY         | THANKSGIVING DAY |
| (Last Monday in May) | CHRISTMAS DAY    |
| INDEPENDENCE         |                  |

2. Optional Holidays:

Any day other than those specified in "1" above such as, but not limited to, Washington's Birthday, Good Friday, Veteran's Day, Martin Luther King's Birthday, employee's birthday, religious holidays or days of remembrance, etc., may be selected as an Optional Holiday. Where some other holiday has special local significance (such as Mardi Gras Day at New Orleans, LA), that day may be substituted for one of the four optional holidays if locally desired.

a. Employees shall designate 4 optional days as being their additional holidays. An Optional Holiday may be

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

- b. Employees hired or recalled from layoff who have not previously worked in the calendar year are entitled to Optional Holidays in accordance with the following schedule:

| From        | To           | # of Days Eligible |
|-------------|--------------|--------------------|
| January 1   | March 31     | 4 days             |
| April 1     | June 30      | 3 days             |
| July 1      | September 30 | 2 days             |
| October 1   | November 15  | 1 day              |
| November 16 | December 31  | 0 days*            |

\*Except for an Optional Holiday that has been determined to be a day of local significance, those hired or recalled from layoff after November 15 are not eligible for optional holidays in the current calendar year.

- c. Employees who are transferred into a work group where an Optional Holiday has been determined to be a day of local significance, and who have previously used all of their Optional Holidays will be excused and paid for the determined day.
- d. Employees who are transferred into a work group where an Optional Holiday has been determined to be a day of local significance, and who have remaining Optional Holidays will be required to use one of their remaining Optional Holidays as the determined day.

- e. Employees who leave the service of the Company, either pension eligible who retire and/or Article 7.01C, and who have a remaining Company designated optional holiday shall have the option to take the day off or be granted pay in lieu of such Company designated optional holiday as he/she was otherwise entitled to receive during the remainder of the current calendar year.
- B. Holiday schedules under "A1" above shall be rotated in accordance with 3.02B.
1. Optional Holidays under "A2a" above shall, insofar as service requirements permit, be scheduled and excused in the order of seniority among those employees who originally designated such day as their Optional Holiday.
  2. Optional Holidays may be changed at the request of an employee. Such changed Optional Holidays shall, insofar as service requirements permit, be scheduled and excused in the order of seniority among those employees who have requested a change in Optional Holidays after the provisions of "B1" have been complied with.
  3. Employees who are scheduled and excused and/or who work on an Optional Holiday shall be paid in accordance with 4.03 and 4.04 as appropriate. Such Optional Holidays shall be treated the same as specified holidays under other provisions of the Agreement.

**5.02 Holidays Falling on Sunday.**

When a specified holiday falls on Sunday, the following Monday shall be recognized and observed as the holiday.

**5.03 Holidays Falling on Saturday.**

As to employees not normally subject to Saturday scheduling, if the holiday falls on Saturday the preceding Friday will be observed.

**5.04 Holidays within Vacation Period.**

When an authorized holiday falls within an employee's vacation period, an additional day of vacation shall be provided and selected in accordance with 5.07B.

**5.05 Excused Work Days.**

A. Eligibility. Each Temporary or Regular employee who has at least 6 months of seniority on January 1 of any given year will be eligible for 4 Excused Work Days with pay and one Excused Work Day without pay during such year. Employees who do not work on their paid Excused Work Day will be paid for the day as if for a day worked provided they are on the active payroll of the Company on that scheduled Excused Work Day.

1. Employees returning from an authorized leave or recalled from lay-off who have not previously worked in the calendar year will be entitled to Excused Work Days in accordance with the following schedule:

| Return Date            | EWD Equivalent             |
|------------------------|----------------------------|
| January thru February  | 5 days (4 paid & 1 unpaid) |
| March thru April       | 4 days (paid)              |
| May thru June          | 3 days (paid)              |
| July thru August       | 2 days (paid)              |
| September thru October | 1 day (paid)               |
| November thru December | 0                          |

- B. Part-time employees, regardless of classification, shall be eligible for Excused Work Days on a prorata basis based upon the ratio of any such part-time employee's equivalent work week to the normal work week of a comparable full-time employee.
- C. One paid Excused Work Day in each calendar year may be designated by the Company for employees in a work group or

in any larger group provided the employees in such groups would not be scheduled to work. Employees (except Occasional employees) in any such group for which an Excused Work Day is designated by the Company and who are not otherwise eligible for a paid Excused Work Day shall be excused and paid for such designated day provided they are on the active payroll of the Company on the designated Excused Work Day.

1. Employees who are transferred into a work group where an Excused Work Day has been designated by the Company and who have previously used all of their paid Excused Work Days will be excused and paid for such designated days.
- D. Employees who are absent with pay on their paid Excused Work Day for reasons other than observing it as an Excused Work Day shall have their paid Excused Work Day rescheduled if a vacation day would have been rescheduled under the same circumstances.
- E. If an employee agrees to work on his/her paid Excused Work Day or is assigned to work on a Company designated Excused Work Day in accordance with 3.02B, and the Company determines that the day cannot be rescheduled, he/she shall be paid as applicable in accordance with the following subparagraphs:
1. An employee who agrees to work on his/her Excused Work Day or has been notified that he/she will be required to work on a Company designated Excused Work Day before the work schedule becomes fixed shall receive one day's pay as set forth in "A" above in lieu of the paid Excused Work Day and shall, in addition, be paid in accordance with the provisions of this Agreement covering work on a scheduled day of work.
  2. An employee who agrees to work on his/her Excused Work Day or has been notified that he/she will be required

to work on a Company designated Excused Work Day after the work schedule becomes fixed shall receive one day's pay as set forth in "A" above in lieu of the paid Excused Work Day and shall, in addition, be paid in accordance with the provisions of this Agreement covering work on a non-scheduled day.

3. Time worked by an employee on his/her paid Excused Work Day shall be considered time worked on a regularly scheduled day of work for all purposes except as is otherwise expressly provided in this Article.
- F. Time worked on a paid Excused Work Day, up to the length of a normal tour, shall be included in determining the equivalent of 5 normal tours when computing weekly overtime due under 4.01.
- G. Excused Work Days are not cumulative and may not be carried over by an employee from one calendar year to another except as provided in 5.12. An employee shall not be granted pay in lieu of his/her Excused Work Days except as stated in "E1" and "E2" above.
- H. Flexible Excused Work Days (FEWD).
1. Employee may designate and schedule three paid EWDs and one unpaid EWD to be used flexibly.
  2. The EWD may be divided into increments with a minimum of one hour for any increment.
  3. An increment may be taken at any time during the vacation schedule period up to and including the actual scheduled EWD provided his supervisor is notified before the beginning of the tour and not more than 25% of the work group has already been granted time off. In the event more than 25% of the work group is scheduled off, then the time may be granted consistent with the needs of the business.

Such time should not be taken on Mondays, except for emergencies unless the needs of the business will allow otherwise.

4. The time may be taken based on the employee's personal need to take the time.
5. If there is unused time available on the day of the so-scheduled EWD, the employee must take the remaining time on the scheduled day. The flexible EWD may be rescheduled to any remaining available time at the request of the employee provided no portion of the flexible EWD time has been used.

#### **5.06 Vacations.**

A. Eligibility. Employees shall accrue a vacation with pay during each calendar year as follows:

1. One week of vacation to employees after completion of 6 months of seniority.
2. Two weeks of vacation to employees after completion of 12 months of seniority. If seniority of 6 months and 12 months are both attained in the same calendar year, only 2 weeks of vacation shall accrue with the first week to be taken anytime after completion of 6 months of service and the second week only after completion of 12 months of service.
  - a. In instances in which an employee becomes eligible for a vacation week under "1" or "2" above on or after December 1, such vacation week may at the Company's option be scheduled and taken in the following calendar year provided it is completed prior to April 1.
3. Two weeks vacation to employees who will complete 2 or more years of seniority within the calendar year in which the vacation is accrued.

4. Three weeks vacation to employees who will complete 7 or more years of seniority within the calendar year in which the vacation is accrued.
5. Four weeks vacation to employees who will complete 15 or more years of seniority within the calendar year in which the vacation is accrued.
6. Five weeks vacation to employees who will complete 25 or more years of seniority within the calendar year in which the vacation is accrued.

**5.07 Scheduling Vacations, Optional Holidays, Days in lieu of Holidays which Occur During a Scheduled Vacation Week and Excused Work Days. (Also see Appendix C, Part II)**

- A. Insofar as service requirements permit, vacations, Optional Holidays, days in lieu of holidays which occur during a scheduled vacation week and Excused Work Days may be taken at any time during the calendar year with as many vacation periods being made available during the desirable periods of the year as is consistent with service requirements. Not later than October 15th of the preceding year, the Company shall post a statement showing the available periods within which these days may be taken for the following year.
- B. Not earlier than November 1st the Company will make a reasonable effort to contact employees, in the order of their seniority, so that they may choose a vacation period, Optional Holidays, days in lieu of holidays which occur during a scheduled vacation week and Excused Work Days from those available except that an employee will not be permitted to select more than 4 weeks during the months of June through September.
  1. Employees who will not be readily available between November 1st and December 15 may express their preference for choices in advance of being contacted, and if available, their choices will be assigned as chosen in

accordance with seniority, insofar as service requirements permit.

2. Employees shall select in the priority herein set forth in seniority order and the selections will be granted insofar as service requirements permit.
3. Employees not making a selection at the time of contact, employees not expressing advance choices, employees whose advance choice is not available, and employees whom the Company was unable to contact after a reasonable effort to do so shall be passed over but shall have the right to make a selection from the remaining available vacation periods in accordance with their seniority at any subsequent time prior to December 15.
4. For an employee electing to take his/her vacation in segments, he/she shall be entitled to exercise preference for only one segment until all other employees who have expressed preference for his/her vacation or the first segment has been assigned or has been passed over because their preference was not available.
  - a. A segment of vacation is a continuous period of vacation (in full week increments beginning with Sunday of the first week and ending with Saturday of the last week) with no work time between the beginning and end of such vacation period.
    - 1) When work group size allows, the employee will not be scheduled to work the Saturday preceding a segment of vacation or the Sunday following a segment of vacation.
  - b. If the last day of the year falls on any day other than a Sunday, the week in which it falls will be considered as if the entire week were in the calendar year under selection. All vacation days taken during this segment will be from among those vacation days to which the employee is entitled during the calendar year under

selection. Furthermore, the vacation day to be selected in lieu of the New Year's Day holiday will be rescheduled under "5" below.

5. After all vacations have been selected, a canvass will be made in seniority order for the selection of Excused Work Days (paid and non-paid), Optional Holidays and days in lieu of holidays which occur during a scheduled vacation week. Such scheduling will immediately follow the scheduling of vacation weeks and will be completed by December 15. This time will be chosen in seniority order within each vacation group with employees choosing all such time off at one time even though the days selected may not be consecutive.
  - a. In the scheduling of Excused Work Days, Optional Holidays, and days in lieu of holidays occurring during scheduled vacation weeks, the Company shall designate the days available and the number of employees to be off at any time during the calendar year under selection. These days will be designated in the same manner as the posting of vacation selection.
  - b. No restrictions will be imposed on the number of employees who may select any specific day as an Optional Holiday. However, if an employee selects a day on which no days are available on the lists, the provisions of 5.07D will not apply and the Company will honor these requests in seniority order as service requirements permit. Employees who choose an "unavailable" day as an Optional Holiday and who subsequently must be scheduled to work due to service requirements will be paid in accordance with 5.01B3.
  - c. If an employee selects an Optional Holiday on a date which is still available on the schedule, the provisions of 5.07D will be applicable.

6. Employees who have not made a vacation selection by December 15th, may select from the remaining available periods insofar as service requirements permit.
  7. During the selection period an employee who has made a selection will not be allowed to change that selection. Insofar as service requirements permit, an employee shall be assigned the periods of his/her choice.
  8. The "order of seniority" as used in this section shall be determined by the employee's seniority on January 1 of the vacation year.
  9. After these time-off assignments have been completed a list of such assignments shall be prepared and posted or shall be otherwise available to employees throughout the calendar year.
  10. The Company will give consideration to a request of an employee, based upon his/her impelling reasons, for a period not included in the posting under "A" above.
  11. In scheduling vacations, weeks in which a holiday falls will be scheduled in the same manner as other weeks. Any additional days of vacation due in accordance with 5.04 shall be chosen by the employee as outlined in 5.07B.
- C. Vacations and other time off will be rescheduled during the unexpired portion of the vacation year upon the request of any employee.
1. Provided no replacement is required, vacation and other time off shall be rescheduled upon the request of an employee.
  2. Where a replacement is required and an agreeable change can be made with another employee, vacation periods and other time off shall be rescheduled upon the request of an employee.
  3. If an employee is ill on the first day of any full week of his/her vacation to the extent that he/she would be unable

to take his/her vacation or return to work, such vacation shall be rescheduled upon his/her request in accordance with "a" or "b" below. Such illness, however, must be proven to the satisfaction of the Company and such proof may include adequate medical evidence. Likewise, if an employee experiences a death in his/her immediate family (as defined in 6.04C) on the first day of any full week of vacation, to include the preceding Saturday or Sunday, and reports the death no later than Monday of such week, it too shall be rescheduled at his/her request in accordance with "a" or "b" below.

- a. He/she may reschedule only the week in which he/she is ill or the death occurs; or
  - b. He/she may reschedule the week in which he/she is ill or the death occurs and all other full weeks that were scheduled to be taken consecutively with that week.
4. When an employee is ill and notifies the supervisor before his/her scheduled vacation day, Excused Work Day or Optional Holiday, the day shall be rescheduled upon his/her request provided the illness is proven to the satisfaction of the Company. Such proof may include adequate medical evidence.
- D. Once vacations have been scheduled in accordance with "B2" above, and other time off in accordance with "B5" above, they shall not be changed at the initiative of the Company except as provided for in 5.09A, 5.11, and in cases where service requirements demand such changes or such changes will obviate the layoff or separation of other employees.
- E. It is not the intent of this article to require a shift in a vacation schedule to accommodate an employee who is entering a work group. If service requirements do not permit the employee to take his/her vacation as originally scheduled, such employee will select vacation from current available remaining periods. An employee entering a work group at the instance of the

Company shall be permitted to take his/her originally scheduled vacation, except as provided in 5.07D.

F. Subject to the needs of the business (service requirements), time-off not scheduled under "B" above will be granted in accordance with 5.07C.

1. Requests for time off will be submitted via a process established by the Company (e.g. direct notice to supervisor, toll free number, or via automated system). The immediate supervisor, however, retains the discretion to grant an employee's request for time off notwithstanding the process established.

Requests for time off will be granted on the basis of the earliest submitted request. When multiple requests for a future date are received in a 24-hour period (midnight to midnight), requests will be granted on a seniority basis from such requests.

2. Requests for time off will be granted in the following order:

- a. Originally scheduled Optional Holiday.
- b. Vacations of a full segment.
- c. All other periods of paid time.
- d. Unpaid Excused Work Day requests.
- e. Compensatory Time Off.
- f. Unpaid departmental time (excused time).

G. A vacation shall not be changed to permit an employee to receive sickness pay except as provided in 5.07C3 and 5.07C4 nor shall a vacation be changed to permit an employee to receive vacation pay during a period of sickness except as provided in 5.10.

### **5.08 Vacation Pay.**

Vacation pay is basic pay plus evening and night differentials and relieving differentials. Differentials, if any, to be included in

vacation pay will be those appropriate for the employee's regular tour.

### **5.09 Vacation Treatment to Employees Leaving the Service.**

A. An employee who leaves the service before his/her vacation is completed shall be granted pay in lieu of such vacation based on the accrual schedule in "C" below.

1. Except as provided in "a" and "b" below, an employee who is granted a leave of absence (other than a sickness leave of absence) before his/her vacation is completed shall be paid in lieu of such vacation based on the accrual schedule in "C" below.

a. An employee who is granted a Union leave of absence under 26.02 shall be paid in lieu of vacation based on the accrual schedule in "C" below only for such scheduled vacation which falls within the initial leave period (this does not apply to a period covered by an extension of leave). If such employee does not return to work during the current calendar year, he/she will lose his/her vacation or any remaining vacation and pay, if any, for the year involved.

b. Employees granted an Anticipated Disability Leave (ADL) will be given the option of:

1) Taking unused vacation prior to the effective date of the ADL.

2) Receiving pay in lieu of remaining vacation at the time of the commencement of the ADL based on the accrual schedule in "C" below.

3) Rescheduling unused vacation upon return to work from the ADL, providing the originally scheduled vacation fell within the ADL and the return is within the calendar year in which the vacation was originally scheduled.

- 4) Taking the vacation as originally scheduled upon return to work from the ADL.
2. An employee who leaves the service without completing 6 months of service or any employee who is dismissed for misconduct as distinguished from inability or unadaptability to perform properly the duties of the job is not entitled to vacation pay. An employee who leaves the service without completing 12 months of service is not entitled to vacation pay for the second week of vacation but shall receive pay in lieu based on the accrual schedule in "C" below.
  3. If an employee retires or is laid off before his/her vacation is completed, payment in lieu of unused vacation as if he/she had worked the entire calendar year shall be made to the employee. In case of death, this payment will be made to the deceased employee's spouse, or if there is no spouse, to the employee's estate.
- B. An employee transferring to another BellSouth company before his/her vacation is scheduled to begin shall receive such vacation before transferring to the other company if such transfer is arranged upon that basis. If the transfer is made before the vacation is given, the company receiving the employee on transfer will be so advised.
- C. Except as provided otherwise, an employee who is leaving the Company shall be paid in lieu of eligible vacation he/she has accrued but not used in the calendar year based on the following accrual schedule:

| 37.5 Hour Work Week Employees                                   |   |                           |                                 |                               |                                 |
|---|---|---------------------------|---------------------------------|-------------------------------|---------------------------------|
| Month<br>Employee<br>Leaves<br>Company<br>Or Credited<br>Months | Annual Eligible Vacation Hours for 37.5 Hour Employees<br>(See Section 5.06 for number of eligible weeks) |                           |                                 |                               |                                 |
|   | 1 Week or<br>37.5<br>Hours  | 2 Weeks<br>or<br>75 Hours | 3 Weeks<br>or<br>112.5<br>Hours | 4 Weeks<br>or<br>150<br>Hours | 5 Weeks<br>or<br>187.5<br>Hours |
|   | Number of "Earned" Current Year Vacation Hours  |                           |                                 |                               |                                 |
| Jan. (1)  | 3   | 6                         | 9                               | 13                            | 16                              |
| Feb. (2)  | 6   | 13                        | 19                              | 25                            | 31                              |
| Mar. (3)  | 9   | 19                        | 28                              | 38                            | 47                              |
| Apr. (4)  | 13  | 25                        | 38                              | 50                            | 63                              |
| May (5)   | 16  | 31                        | 47                              | 63                            | 78                              |
| Jun. (6)  | 19  | 38                        | 56                              | 75                            | 94                              |
| Jul. (7)  | 22  | 44                        | 66                              | 88                            | 109                             |
| Aug. (8)  | 25  | 50                        | 75                              | 100                           | 125                             |
| Sep. (9)  | 28  | 56                        | 84                              | 113                           | 141                             |
| Oct. (10)   | 31  | 63                        | 94                              | 125                           | 156                             |
| Nov. (11)   | 34  | 69                        | 103                             | 138                           | 172                             |
| Dec. (12)   | 37.5  | 75                        | 112.5                           | 150                           | 187.5                           |

**5.10 Vacation Treatment for Employees Returning to the Service, Returning from Sickness, Transferring from Other Companies.**

- A. An employee who resumes employment following a leave of absence (other than a sickness leave of absence or an Anticipated Disability Leave) and who has not previously received his/her vacation for the year in which he/she resumes employment shall be eligible to a vacation when he/she has worked at least 13 weeks following his/her last paid vacation or pay received in lieu of vacation.
- B. An employee returning to work following a sickness absence, a sickness leave of absence, an Anticipated Disability Leave of Absence, or an employee resuming employment following

a pension status shall be eligible to any of his/her vacation not previously taken during the current calendar year.

- C. An employee transferring to this Company from another BellSouth company who has completed 6 months or more of seniority shall receive vacation, in accordance with 5.06, for the current year from this Company covering that portion of vacation which the employee did not receive from the other company.
- D. "A" and "B" above notwithstanding, any employee returning to service in a temporary position shall be eligible to receive vacation treatment to which entitled after having completed 3 months in the temporary assignment.
- E. Employees recalled from layoff or rehired who have not previously worked in the calendar year will be entitled vacation in accordance with the following schedule:

- 1st quarter .....3/4 entitlement
- 2nd quarter .....1/2 entitlement
- 3rd quarter.....1/4 entitlement
- 4th quarter.....none

- F. Employees recalled from layoff, rehired or selected out of the PARTNERSHIP Job Bank in the same calendar year they were laid off, may buy back a prorated amount of vacation days they were paid in lieu of. Employees will have three days from the date of reporting to notify the Company of the number of days they desire to buy back. Repayment will be made in a lump sum within 60 days of reporting and before any days can be taken. Repayment must also be made within the same calendar year the employee reports. The amount of vacation days eligible to be bought back will be prorated in accordance with the following schedule based on the quarter in which the employee reports to work:

- 1st quarter ..... All of the days paid in lieu of
- 2nd quarter ..... 3/4 of the days paid in lieu of
- 3rd quarter..... 1/2 of the days paid in lieu of
- 4th quarter ..... 1/4 of the days paid in lieu of

The prorated amount will be rounded down to the nearest whole number to determine the number of days which may be bought back. Such days will be scheduled in accordance with 5.07F.

**5.11 Vacation Treatment to Sick Employees.**

- A. An employee with 6 months or more of seniority who is granted a sickness leave of absence before his/her vacation is completed shall be granted pay in lieu of such vacation as he/she was otherwise entitled to receive during the remainder of the current calendar year, except that an employee who has not completed 12 months of seniority is not entitled to the second week of such vacation until after the completion of 12 months of seniority.
- B. An employee who returns to duty from sickness disability who has not received all vacation scheduled during the period of disability shall reschedule such vacation under the provision of 5.07C during the remainder of the calendar year in which the vacation was originally scheduled, subject to the exceptions in 5.12.

**5.12 Vacation and Other Time Off Limitations.**

- A. Vacations and other time off may only be carried over to the following year as follows:
  - 1. As provided under 5.06A2a.
  - 2. A maximum of 5 days of eligible time off, excluding any Flexible Excused Work Day (FEWD) time.
  - 3. Employees who have vacation scheduled during December and become ill (Incidental Illness) during such vacation may include the missed vacation days in the 5 days that may be carried over into the following year, provided such time cannot be rescheduled during the remainder of December, provided the employee has returned to work status by December 31st of the vacation year.

- B. Any vacation and other time off carried over to the following year must be rescheduled in accordance with 5.07C after January 1 with the selection to be completed by January 31 of that year.

**ARTICLE 6**  
**ABSENCES FROM DUTY**

**6.01 Personal Leaves of Absence.**

- A. Leaves of absence without pay shall be granted for good cause and for reasonable lengths of time provided service requirements permit and further provided there is nothing in the record of the employee requesting the leave which would prevent his/her re-employment.
  - 1. Notwithstanding "A" above, an employee of more than one month of service who is sick and unable to resume work after 7 calendar days of such sickness, or after the expiration of sickness benefit payments when such payments are made shall be granted a leave of absence for a reasonable length of time unless eligible for coverage under the Long Term Disability Plan.
  - 2. Leaves of absence and reinstatements from anticipated disabilities shall be handled in accordance with the Anticipated Disability Program Agreement.
  - 3. Employees granted leaves after sickness benefits have been exhausted shall have none of the period of such leaves included in computing their seniority.
  - 4. Where leaves are granted to employees with less than 3 months seniority, none of the period of leave shall be included in computing seniority.
  - 5. Where leaves are granted to employees within 12 months after returning from former leaves, none of the period of such subsequent leave shall be included in computing seniority.

6. In leaves granted under 26.01 and 26.02, subject to the restriction contained therein, and those granted to employees for training in the Armed Forces, the entire period of absence shall be included in computing seniority. In all other leaves, except those specified in "3", "4" and "5" above, the first month only will be included in computing seniority.
  7. Leaves of absence for temporary employees shall not be granted or extended beyond the period for which the temporary employee was hired or in the case of employees hired under Article 7, beyond the date of the technological change.
- B. A complaint that a leave of absence or reinstatement thereafter was not granted in accordance with this section shall be subject to the grievance provisions contained in Article 21 but shall not be subject to arbitration.
- C. The reinstatement rights of an employee returning at the expiration of an authorized leave, other than from leaves granted under the Anticipated Disability Program Agreement, are as follows when such employee has experienced no impairment which would render him/her unqualified to do the work and has not been guilty of misconduct during the leave which would have been proper cause for discharge.
1. The employee shall be reinstated in the same exchange on the same or an equal job at which he/she was working prior to the leave if work is available in such exchange and on such job; or
  2. In the event work is not available as described under "1" above, the employee shall, upon his/her request, be granted an extension of leave and during such extension shall retain his/her reinstatement rights under this section or until he/she is offered reinstatement under "1" above, provided that the total time from the beginning of the leave period to the end of the last extension shall not exceed 2 years; or

3. In the event work is not available in "1" above, or in the event the employee does not elect to request an extension of leave under "2" above, the employee shall be reinstated in the same exchange on a lower-rated job than the one on which he/she was working prior to the leave if work is available in such exchange on such lower-rated job; or
  4. In the event work is not available as described in "3" above, the employee shall be reinstated in any other exchange where work is available on the same or an equal job at which he/she was working prior to the leave.
  5. If the employee requests reinstatement in any exchange other than as described in "1", "3" and "4" above he/she may be reinstated in that exchange on the same job held prior to the leave or on an equal or lower-rated job if he/she makes application in that exchange and work is available in such exchange and on such jobs.
- D. The reinstatement rights of an employee who desires to return from a leave before the expiration date of such leave shall be as follows: If work is available in the exchange to which he/she wishes to return on the same, an equal or a lower-rated job and he/she has experienced no impairment which would render him/her unable to perform the essential functions of the job with or without a reasonable accommodation and has not been guilty of misconduct during the leave which would have been proper cause for discharge, he/she may be reinstated. Consideration will be given his/her request for such reinstatement before any new employees are hired or temporary employees are reclassified to regular.
- E. When an employee on an authorized leave is offered work for a limited period and such work is accepted, the authorized leave will be suspended. Such work shall not affect the expiration date of the leave and does not affect the reinstatement rights of the employee thus working nor any other employee on leave.

1. Such a limited period shall not exceed 6 weeks for any employee unless a longer period is agreed upon for any particular situation by the Company and the Union at the State Level.
  2. The employee will again be on his/her authorized leave at the termination of such assignment.
    - a. An employee who is working for a limited period under a suspended leave shall, prior to its expiration and upon his/her request, be granted any extension of leave to which he/she is entitled upon the completion of the period previously authorized.
    - b. If work during a suspension extends beyond the expiration of the total leave limits and permanent employment is not available, the employee will be entitled to such termination pay as he/she would otherwise receive at the expiration of the leave limits.
  3. Prior agreement between the Company and the Union at the Executive Level is required to suspend a leave for an employee who went on leave from a title and within an exchange which is to be affected by a technological displacement.
- F. Employees re-employed after authorized leaves shall exercise their seniority in accordance with Article 13.

**6.02 Sickness Payments Prior to Eligibility for Short Term Disability.** (Also see Appendix C, Part VI)

- A. Payment for full or partial days scheduled but not worked due to personal illness during the first seven (7) consecutive days prior to eligibility for payments under short term disability will be paid on the following basis:

1. Employees hired prior to 8/9/2015

| Completed Seniority within the calendar year   | Unpaid Waiting period | Maximum paid days in a calendar year* |
|--|-----------------------|---------------------------------------|
| Prior to 3 years   | 2                     | 5                                     |
| 3 years but less than 6 years  | None                  | 5                                     |
| 6 years but less than 11 years   | None                  | 7                                     |
| 11 years but less than 25 years  | None                  | 10                                    |
| 25 years & over  | None                  | None                                  |
| * The maximum number of paid days may be converted to an equivalent number of hours based on the employee's normal scheduled daily tour. |                       |                                       |

2. Employees hired on or after 8/9/2015

| Completed Seniority within the calendar year  | Unpaid Waiting period | Maximum paid days in a calendar year* |
|---|-----------------------|---------------------------------------|
| Prior to 3 years  | 2                     | 5                                     |
| 3 years and over  | None                  | 5                                     |
| *The maximum number of paid days may be converted to an equivalent number of hours based on the employee's normal scheduled daily tour. |                       |                                       |

3. Employees shall receive pay at the regular rate for scheduled time not worked on the day they become sick or return to work in accordance with 6.02A.

4. Only one waiting period, as specified in "A" above shall apply to absences on account of the same case of sickness which begin in any 14 day period. Each such period shall consist of 14 consecutive full calendar days and shall begin with the day having the first unpaid session.

B. A part-time employee shall not be paid for absence due to sickness not covered by short term disability unless such

absence due to sickness occurs on a day of the week on which the employee is normally scheduled to work. Regular employees who are on the active payroll of the Company as of December 31, 1980, and who work part-time on or after January 1, 1981 shall thereafter continue, during the current term of employment, to receive payments for the benefits and other items listed above on the same basis as was applicable to a part-time employee on December 31, 1980.

**6.03 Extended Absence Due to Illness.**

Payments for absence due to illness beyond the first 7 consecutive days are made in accordance with the AT&T Southeast Disability Benefits Program.

**6.04 Absences Excused with Pay.**

- A. In addition to other provisions of this Agreement calling for absences with pay, employees shall be excused without loss of regular pay for absences due to, and in conformity with, any of the following:
1. Jury or witness duty. If reasonable notice is given to his/her supervisor, an employee shall suffer no loss of regular pay for the time necessarily consumed in the performance of jury or witness duty, and no deduction shall be made for any amount of monies received from civil authorities.
  2. Quarantine. Absence due to unavoidable quarantine by the health authorities or a physician designated by the Company shall be subject to the same treatment as absence due to personal illness provided under 6.02.
  3. Deaths. If reasonable notice is given to his/her supervisor, an employee shall suffer no loss of regular pay for a reasonable amount of scheduled time lost on account of death in the immediate family or household of such employee.
  4. Elections. If reasonable notice is given to his/her supervisor, an employee shall suffer no loss of regular pay

for a reasonable amount of scheduled time lost on account of service at the polls in connection with Federal, State, Municipal, County or Parish elections. Once per year, an employee may receive regular pay for up to one session of a normal tour to attend election training if the training is not provided outside the employee's normal tour or is not available online.

5. Voting. If reasonable notice is given to his/her supervisor, an employee shall suffer no loss of regular pay for time necessarily consumed in voting in any Federal, State, Municipal, County or Parish elections.
- B. Absences excused with pay other than those provided for in 6.04A may be permitted at the discretion of the employee's immediate supervisor.
- C. Immediate family within the meaning of 6.04 shall be defined as consisting of wife, husband, daughter, son, mother, father, brother, sister, grandmother, grandfather, spouse's grandparents, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandchildren, stepbrother, stepsister, stepchildren and stepparents.
- D. Household of employee means persons who regularly make their home with the employee as a part of the family.

#### **6.05 Absence Payment Limitation.**

No payment beyond 5 full days regular pay shall be made during any calendar week because of absences from duty.

#### **6.06 Military Service**

- A. The provisions of the Uniformed Services Employment and Re-employment Rights Act of 1994, as now written and as it may be amended, hereinafter referred to as the "Act", will govern the obligations of the Company to grant employees leaves of absence for military service. The Secretary of Labor, the Office of Veterans Re-Employment Rights, Labor Management Services Administration, has offices in major

cities with which contact may be made with respect to rights under the Act.

- B. The term Military Service includes active duty, active duty for training, initial active duty for training and full-time national guard duty with the Armed Forces of the United States.
- C. Absence from the job to perform military service with the Armed Forces will be categorized as follows:
  - 1. Military absences less than 31 Days - Granted to employees who are members of a federally recognized Component of any branch of the Armed Forces, who are called out for a training period normally not to exceed 2 weeks or for active emergency service not in excess of 30 days. (If emergency extends beyond one month, a Personal Leave will be granted.) Requests to be excused for military training or duty involving absence of more than two weeks in one year will be considered individually.
  - 2. Military Leaves of Absence - Granted to an employee entering "active duty", as described in "B" above, covering the period from the date of entry through the date of discharge.
    - a. Military Leaves of Absence will be granted to regular and temporary employees. For the purposes of this section, temporary employees will include all temporary employees within the meaning of this Agreement except those who leave a "temporary position" within the meaning of the Act.
    - b. Employees who at the expiration of their military leaves of absence are requested to remain on active duty for the convenience of the federal government will have their leave extended in accordance with the Act providing the Company is furnished a copy of the employee's military orders extending the tour of active duty.

- c. A copy of the appropriate military orders identifying the employee's name and period ordered to duty as described in "a" and "b" above must be furnished in all cases to the Company prior to the date of entry.

D. Re-employment - Employees will be re-employed in accordance with the terms of the Act and in the same exchange or an exchange in the same general area on the same or equal job at which the employee was working prior to the leave. Employees who do not apply for re-employment or who do not report within the timeframes listed below will be considered as resigned.

1. An employee who served 30 days or less must return to work on the next scheduled work day following completion of the active duty, provided a period of 8 hours has elapsed since completion of active duty.
2. An employee whose military service was more than 30 days but fewer than 181 days must submit a request for re-employment no later than 14 days after completing the service.
3. An employee serving more than 180 days must submit a request for re-employment no later than 90 days after completing the service.
4. An employee who is hospitalized or recovering from an illness or injury has up to 2 years in which to submit a request for re-employment.

Employees returning to work according to these prescribed timeframes will be reinstated with full seniority.

E. Pay Treatment.

1. "Government Pay" for the purposes of this section will include basic pay, pay for special or hazardous duty and, for those with dependents, the difference between quarters allowances established for members of the uniform services with dependents and those established for

members of the uniform services with equal rank without dependents. Government pay is based on 7 calendar days per week when used to determine the differences between Company pay and Government pay.

2. "Company Pay" for the purposes of this section will be the amount of the employee's basic pay as defined in 1.22 of this Agreement. Company pay is based on the employee's regular weekly pay for the 5 scheduled work days per week prior to the beginning date of the absence for military service when used to determine the difference between Company pay and Government pay.
3. Employees ordered as members of a Component or Unit to attend a training period, normally not to exceed 2 weeks, or to active emergency service for a period not to exceed 30 days, will be paid the amount, if any, by which their regular Company pay exceeds Government pay. However, it is not the intent of any of the foregoing to provide such payments for more than 10 work days in any one 12 month period unless such payments are made with Department Head level or higher approval.
4. Employees who are granted leave for military service under this Agreement will, when their Company pay is greater, receive the difference between their Company pay and their Government pay in accordance with the provisions of this section. Moreover, the period during which an employee is eligible for such difference in pay, if any, will be based on the employee's term of service and the type of entry into military service. Such pay determinations will be as follows:
  - a. Employees with less than one year of seniority who (1) are drafted or inducted or who are subject to induction and enlist for the minimum period into the military service, or (2) who are members of a Component (including the Reserve and National Guard) and the Unit or employee as an individual is involuntarily

ordered or called into active duty will be paid for the first 2 weeks with an additional 3 months if the employee has a spouse and/or dependent children under 18 years of age on the beginning date of the leave for military service.

- b. Employees with one year or more of seniority who (1) are drafted or inducted or who are subject to induction and enlist for the minimum period into military service, or (2) who are members of a Component (including the Reserve and National Guard) and the unit or the employee as an individual is involuntarily ordered or called into active duty will be paid for the first 3 months with an additional 3 months if the employee has a spouse and/or dependent children under 18 years of age on the beginning date of the leave.
- c. Employees who have not previously served on active duty and who voluntarily enlist in a Reserve Component of the Armed Forces which requires the employee as a condition of the enlistment to perform a period of training duty usually for a 6 month period and upon completion of such training returns to Reserve status will be paid in accordance with "a" and "b" above.
- d. Employees not subject to induction but who voluntarily enlist in the Armed Forces for a period of active duty, regardless of seniority, will be paid the difference in pay for the first 2 weeks with no dependent pay.
- e. Employees who have dependents other than a spouse or child under 18 years of age at the commencement of the leave will, upon submission of proof of dependency, receive special payments from the Company not to exceed those provided for dependents herein.

#### F. Vacation Treatment.

1. Employees entering the military service, for which a leave has been granted, will be given such vacations to which they are entitled under this Agreement. A lump sum payment in lieu of any unused vacation to which an employee may be entitled at the date on which the leave begins will be made at that time as if he/she had worked the entire calendar year.
2. Upon being re-employed after returning from leave, employees will receive any vacation to which they are entitled under the provisions of the Agreement then in effect to the extent that such vacation may be taken within the current calendar year. The limitations contained in 5.10 of this Agreement will not be applicable.
3. Participation in training or emergency duty as outlined herein will not affect the regular vacation to which the employee may be entitled.

#### G. Concession Telephone Service.

1. When an employee is granted a military leave, concession telephone service may be continued during the period the employee is on leave provided the service is being furnished within the Company to the employee or a member of his/her family to whose support he/she contributes.

#### H. Payroll Deductions.

1. All payroll deduction authorizations will be canceled as of the date on which the military leave begins.

#### I. Application of Pay Treatment Where an Employee Reports for Military Service More Than Once.

1. If an employee has received payments as outlined above and returns to the employ of the Company and thereafter within 12 months of his/her return is granted another military leave, he/she will receive such pay in connection

with such subsequent leave as provided in this section less the total amount of payments made in connection with such previous military service.

2. The amount of pay as provided above for an employee granted a military leave will be reduced by payments, if any, made (for absences during the 60 days prior to the effective date of the leave) to such employee excused and paid under this section.

J. Status Under Short Term Disability.

1. Employees re-employed by the Company under the provisions of 6.06 and in accordance with the Act will be entitled to full seniority for the period of absence in the Armed Forces.
2. Leaves for military services granted under this section will be with eligibility to death benefits, and with eligibility to short-term disability benefits at the termination of such leave if the employee is then incapacitated, all in accordance with the terms of the short-term disability program.
  - a. Death benefit payments, where payable in death cases occurring during the period of a leave for military service, will be based upon term of seniority at the time the leave was granted plus the elapsed time on the leave to the date of death and will be computed at the rate of Company pay which the employee was receiving at the time the leave began.
  - b. Short-term disability benefit payments, where payable, will be based upon seniority at the time the leave for military service was granted plus the elapsed time on leave to the termination of the leave and will be computed on the basis of the rate of Company pay in effect at the time of the employee's re-employment.

**ARTICLE 7**  
**FORCE ADJUSTMENTS**

**7.01 Reduction in Force. (Also see Appendix A - Family of Skills).**

- A. The Company will determine the necessity, extent and procedures for adjusting forces, subject to the procedural limitations set forth in this Article.
1. These procedures apply to both technological/operational efficiency and economic surplus except where specified.
  2. The Company will endeavor to keep at a minimum the number of regular, full-time employees within a work group who will become surplus. To this end, the Company will utilize temporary employees as appropriate to supplement affected work groups prior to a known change which will diminish the total number of employees. Notwithstanding 1.31, the Company may hire such employees on a temporary basis for a 24-month period (or less) prior to the scheduled date of a technological change. In the event the actual date of the change exceeds the scheduled date by 6 months, temporary employees will be reclassified to regular employees. Such temporary hiring may take place in the exchange where the change is to occur and in other exchanges to which the Company reasonably believes that regular employees affected by the change may desire to transfer.
  3. The Company may extend an upfront Supplemental Income Protection Plan (SIPP) offer to employees prior to adjusting forces and outside of the force adjustment process. Such offers may be made by title, performing essentially the same type work within an exchange. The number of employees accepting SIPP will not exceed the number of employees determined by the Company. This procedure will be handled in accordance with the following:

- a. SIPP is granted in seniority order to employees performing essentially the same type work in the exchange.
  - b. Employees opting to take SIPP must have at least 1 year of seniority, are not entitled to enter the PARTNERSHIP Job Bank, and do not have recall rights.
  - c. Employees will have 10 calendar days from the date of the offer to accept SIPP. After the 10 day period, the SIPP acceptance cannot be revoked.
  - d. Upfront SIPP may be combined with a Transitional Leave.
  - e. The Company will determine the date the employees will leave the payroll. Neither such determination by the Company nor any other part of 7.01A3 will be subject to arbitration.
4. A vacancy will not be considered to exist when an employee desires to follow his/her work to another exchange due to reorganization, relocation of existing work or centralization.
    - a. If the number of employees performing the work in the current exchange(s) exceeds the number needed to perform the work in the new exchange, affected employees will be allowed, in seniority order, regardless of their current exchange, to follow their work to the extent that jobs are available.
    - b. Employees may elect to follow their work across state lines.
5. Surplus declarations will be made effective among regular employees performing essentially the same type of work within the surplus exchange. The Company will notify, in writing, by 15th of month preceding surplus quarter the Vice President and appropriate State Director of the Union

or their designees of all anticipated force reductions prior to the reductions.

6. Except as limited by 7.01C3, employees announced surplus are eligible for Employment Security PARTNERSHIP services as described in Article 24. This program provides guidance to surplus employees on career counseling, training and retraining, job opportunities, etc.
  7. The seniority of employees will be determined as of the date of displacement.
- B. Temporary employees hired under 7.01A2 will be separated first.

In the event it is unnecessary to terminate the services of all such employees, those to be retained will be selected in the order of seniority.

- C. If further force reductions are necessary, the following procedures should be followed.

If there is more than one force adjustment occurring simultaneously or within the same general time frame in the same exchange, the affected employees should be grouped for the purpose of reclassifying such employees to vacancies for which they qualify. However, subsequent force surpluses announced within the same general time frame will not affect the status of an employee who has previously been notified of assignment to a vacancy under these procedures.

The following employees will, in order of seniority, receive priority consideration when the Company fills vacancies at and below the employee's current wage scale.

- Surplus employees identified in 7.01A5.
- Employees on technological or sabbatical leaves whose leaves of absence are expiring in the exchange.
- Employees who have return rights to the title pursuant to 7.01K. (Present title or previous title in original exchange.)

- Employees who are participants in the Job Bank as described under 24.05D4.
- Employees described under 12.02F.
- Employees displaced from their current jobs because of permanent medical restrictions. (See 8.05B.)
- Employees holding part-time jobs in the same title where the vacancy exists, who were displaced into such status. The failure of an employee to accept a full-time status offer relieves the Company of any further obligation to offer that employee full-time status.

The normal sequence for handling this procedure shall be in accordance with the following steps and shall apply to both technological and economical surplus unless excluded in the step(s):

1. They will be reassigned to equal level vacancies for which they qualify within the Family of Skills in the exchange or any exchange within 35 miles.
2. SIPP, as described in 8.03, is granted in seniority order to employees performing essentially the same type work, first in the exchange, then in any exchange within 35 miles of the surplus exchange. Employees opting to take SIPP must have at least 1 year of seniority, are not entitled to enter the PARTNERSHIP Job Bank, and do not have recall rights.
3. Surplus employees may fill available vacancies for which they qualify, first in the exchange or in an exchange within 35 miles.
  - a. Employees who decline an equal level vacancy will forfeit bumping rights and will forfeit termination pay unless equal level vacancy is filled with surplus employee.

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4. Surplus/bumped employees will be provided with information on the current surplus and all their options and will have *seven (7)* calendar days to rank their options:
- Current vacancies within state
  - Supplemental Income Protection Program (SIPP), including ESIPP
  - Transitional Leave of Absence
  - Sabbatical Leave of Absence
  - Technological Displacement Leave of Absence
  - Bumping rights or for bumped employee (remaining choice, if applicable, from the list of the original surplus employee who bumped).
- a. Surplus employees may fill available vacancies for which they qualify anywhere in the state.
- b. The Company will expand the SIPP option (ESIPP) to other employees or groups not affected by force adjustment as an additional method to reduce the surplus. Expanded SIPP will not be offered in order to create placement opportunities for employees who are not qualified or for whom extensive training in excess of 14 weeks would be required.

***In addition, the Company will expand SIPP option (ESIPP) to BST, to other employees or groups not affected by force adjustment, and after any force adjustment in BST has been completed. Expanded SIPP will not be offered in order to create placement opportunities for employees who are not qualified or for whom extensive training in excess of 14 weeks would be required. If an employee is placed into a position in BST, they will move to that Working Agreement with no right of return to the AT&T Billing bargaining unit. The employee will not be***

***entitled to Reassignment Pay Protection Plan under either the AT&T Billing or BST agreements.***

To be considered for SIPP or ESIPP, all employees other than surplus employees must notify the appropriate Company representative in advance that they will accept such an offer.

Any placement opportunities created by SIPP and ESIPP will be filled in the order of seniority by surplus employees and will not be treated as vacancies under other provisions of the contract relating to the filling of vacancies.

SIPP may also be granted when the return of a regular employee at the expiration of a leave of absence with mandatory return rights will create or add to a surplus. A senior employee performing essentially the same type work in the exchange or in an exchange within 35 miles may relieve such a surplus with SIPP. If no such employee has volunteered, the employee on leave may choose not to return to work and will be paid a termination allowance computed under 8.04B in lieu of processing. Otherwise, except for a Sabbatical Leave of Absence, the employee on leave will return to active employment and all the provisions of 7.01C will be applied.

- c. Surplus employees who receive no equal level job offer in an exchange within 35 miles may elect to bump junior employees from the following groups:
  - 1) 35-Mile List:
    - Same title in the exchange and in any exchanges within 35 miles, THEN
    - Family of Skills in the exchange and in any exchanges within 35 miles.
  - 2) State List:
    - Same title within the state, AND

- Family of Skills including the surplus title, within the state.

Jobs that require extensive training (more than 14 weeks) will be excluded except when the surplus is in the same Family of Skills. Refusal of an offer to bump qualifies the employee for termination pay.

- d. Surplus employees who are within 36 months of actual age and/or service requirements for service pension eligibility may take a Transitional Leave of Absence. Both SIPP and ESIPP may be combined with a Transitional Leave.
- e. Surplus employees with at least 5 years seniority who have not taken a Sabbatical in the past 5 years may take an unpaid Sabbatical Leave of Absence for nine to 24 months. An expiring Sabbatical may be extended at the employee's option in increments of at least three months up to the maximum total period of 24 months. At the expiration of a Sabbatical Leave, if no equal level vacancy is available, the employee will be eligible to enter the PARTNERSHIP Job Bank as described in Article 24.
- f. Surplus employees (unless the surplus is economic) may take a Technological Displacement Leave of Absence. An employee who chooses to accept a leave of absence does not thereby forfeit his/her right to accept a transfer to another location to perform the same or related work or to be paid a termination allowance (technological leaves only), provided he/she gives notice that he/she wishes to change his/her option to accept a transfer or the allowance before the expiration of one year following his/her acceptance of the leave. In the event notice of a desire to change his/her option is given:

- 1) The employee will be notified, in the order of seniority, of the next job vacancy at the exchange of his/her preference by letter to his/her last known address; or
  - 2) He/She will receive a termination allowance computed under 8.04B as of the date of his/her leave of absence.
5. An employee to be laid off who previously declined an opportunity under 7.01A4 may follow his/her work, provided vacancies still exist in the new location. Any such moves will be considered to have been made at the instance of the Company.
- D. Surplus and bumped employees who cannot be placed under 7.01C are laid off with termination allowance computed under 8.04B. They are eligible for recall under 7.02.
- E. The determination by the Company of the qualifications of an employee under 7.01 will be subject to the grievance procedure set forth in Article 21, and after the exhaustion of such procedure a charge of arbitrary action or bad faith will be subject to the arbitration procedure set forth in Article 23.
- F. In the event the Company proposes, or agrees, to a termination allowance under 8.04A3 within 6 months after an employee has been reclassified under 7.01C and has been given training and has unsuccessfully performed new duties, such employee will be given a termination allowance under 8.04B, or, at the option of the employee, a transfer to an available vacancy for which he/she is qualified. (If the employee elects the termination allowance he/she is eligible to enter the PARTNERSHIP Job Bank as described in Article 24).
1. Prior to invoking these provisions, the procedures outlined in 12.02F1 and F2 will be applied.
  2. In the event an employee offers impelling personal reasons for not accepting reassignment within the exchange and elects not to accept a transfer to another exchange, he/she

will be entitled to a termination allowance under 8.04B and will have recall rights under 7.02 as if he/she had been laid off from his/her former job.

- G. Employees accepting lower-rated jobs under 7.01C will be treated under the provisions of the Reassignment Pay Protection Plan (8.02B or C, as appropriate).
- H. Employees accepting offers of jobs that are not in the exchange or in an exchange within 35 miles under 7.01A4, 7.01C *or* 7.01N will receive reasonable transfer and/or moving expenses as described in 9.01B.
- I. Any regular employee whose job is affected by a force surplus may refuse reassignment under conditions 1 or 2 below and be paid a termination allowance. Employees whose options fall under condition 3 below and refuse a vacancy **WILL NOT BE PAID A TERMINATION ALLOWANCE.**
  - 1. Equal level vacancy to an exchange over 35 miles away
  - 2. Lower rate of pay vacancy anywhere in the state
  - 3. Equal or greater rate of pay vacancy within 35 miles
- J. An employee one step out of the bargaining unit who is notified by the Company that his/her job is declared surplus locally may, if he/she has 5 or more years of seniority, be reassigned to a bargaining unit job in a title which he/she formerly held including "acting" titles, or to a job which he/she can satisfactorily perform, provided there are no employees with Article 7.01K rights and further provided such moves will not create a force surplus. The temporary loss of seniority provisions of 12.01G will apply if there is a subsequent force adjustment of any type.
- K. Employees transferred (including transfers across state lines) and/or demoted under 7.01A4, 7.01C or 12.04 shall have the right, in order of their seniority, to return within 5 years to service in the exchange from which they were displaced as jobs become available in the job title they now hold or which

they were holding at the time of transfer provided the employee has a valid request on file under 12.01B. The employee may only have one 7.01K request on file. The rejection by the employee of an offer of a job pursuant to the above shall discharge the Company of any further obligation hereunder.

Employees demoted within the exchange under 7.01C above shall have the right, in order of their seniority, to be reinstated in a vacancy within 5 years, in the exchange, in the job he/she held at the time of his/her demotion, provided he/she has a valid request on file to be reinstated in such job. The rejection of an offer of a job, in the exchange, in the title held at the time of the demotion shall discharge the Company of any further obligation hereunder.

Employees who were originally displaced in this bargaining unit as a result of a surplus condition and as a result accepted a lower level job in the same exchange or an equal or lower level job in another exchange, and who were subsequently transferred at the instance of the Company to another bargaining unit, may be considered under the provisions of 7.01K if there are no surplus employees within this bargaining unit who have rights for these vacancies.

Vacancies that are filled under the provisions of 7.01K by such reinstatements will not be subject to the provisions of Article 12.

- L. The smallest appropriate subdivision which the Company may designate under 7.01 will be an exchange. Company Headquarters will be considered as if it were a separate exchange except that Company Headquarters employees located outside of that exchange will be considered as being in the exchange where they are located.
- M. Although the filling of vacancies across entity lines under Article 7 is not subject to the grievance and arbitration procedures, the Company will consider employees who have

been identified as surplus in other entities and may place such employees in equal or lower level vacancies.

- N. After all stay-on-payroll options for a surplus employee have been exhausted, the employee may rank a vacancy in another state, equal to their wage scale or below. They will be given consideration after all priority candidates in that state have been considered, but before regular Article 12 candidates.
- O. Employees who are to be laid off as a result of being processed under 7.01 are eligible for participation in the PARTNERSHIP Job Bank as described in Article 24.
- P. Once regular employees have been displaced (separated or transferred) under the Force Adjustment procedures, temporary employees will not be utilized performing essentially the same type work in the same title and exchange of the surplus declaration for at least two calendar quarters following the declared displacement date. These provisions will not apply when there are emergency conditions over which the Company has no control or advance notice.

## **7.02 Recalled After Layoff.**

- A. Laid off employees will have the right to be recalled as follows:
  - 1. When a vacancy exists for a regular employee in an exchange and there are no employees who are to be placed in the vacancy under the procedures described in 7.01C, 7.01M, 7.01N, 12.02F, 12.04, 24.05D4, or employees who have mandatory return rights, any employee(s) who is on layoff from the same Family of Skills in which that vacancy exists and who has requested such job will be offered the equal or lower level vacancy in order of seniority, from the list of laid off employees, provided they are qualified to perform the duties of the vacant job, and provided they were laid off from any exchange within the same state in which the vacancy exists.

- a. Vacancies that are filled by the recalling of such laid off employees will not be considered as vacancies to be filled by the transfer and upgrade provisions of the Agreement.
2. When a vacancy exists for a regular employee in an exchange and there are no employees who are to be placed in the vacancy under the procedures described in 7.01C or employees who have mandatory return rights, any employee who is laid off in an equal or higher level title, who has an Article 12 request on file for the vacant title will be considered for the vacancy along with other active employee requestors under the appropriate provisions of Article 12.
3. Laid off employees may submit up to 6 requests for equal or lower rated titles, anywhere in the Company or BellSouth Telecommunications, Inc. Such requests will remain active for a period of 5 years from the date of layoff.
4. Any refusal of an offer of a requested equal or lower level job in the Company or another entity will discharge the Company of all obligations hereunder.
5. Notification under "A1" and "A2" above, will be sent by certified mail to such employee's last known address. The employee is responsible for keeping the Company advised of any change in address.
6. A former employee who wishes to accept such offer of re-employment will notify the Company of such intention within 5 work days and will normally return to the employment of the Company within 14 days from the date of such notification, which is conclusively to be presumed to have been given as of the date of the mailing of such notification.
  - a. Where the time periods specified in "A6" above will work an undue hardship on an employee, they may be extended.

7. No impairment which existed at termination of last preceding period of Company service will be considered as just cause for a denial of re-employment.
8. Any employee recalled under the provisions of this section within 5 years from the date of his/her layoff will have the continuity of his/her service protected, including seniority, and if his/her layoff was not for more than 6 months duration, he/she will be allowed service and seniority credit for such layoff unless it began within 12 months of a previous layoff.
9. Laid off employees selected for a lower rated job than the one from which they were laid off will not be eligible for the Reassignment Pay Protection Plan (RPPP), as outlined in 8.02B of the Agreement.
10. Laid off employees selected for jobs under 7.02A, in other exchanges or who are selected for lower level jobs will have return rights as described under 7.01K except when recalled into another entity.
11. Laid off employees will be recalled based upon their seniority date on the date of layoff.
12. Laid off employees who are subsequently rehired into a higher rated job and who are unsuccessful within the first six months, shall retain their 7.02 recall from layoff status to their original laid off position.
13. Decisions regarding the recall and filling of vacancies of employees under the provisions of 7.02 may be discussed between the appropriate CWA and Company representative. Such decisions, however, are not subject to the grievance and arbitration procedures.
14. Any acceptance of an offer of a requested equal or lower level job in the Company or another entity will discharge the Company of all obligations hereunder.

**7.03 Temporary Hiring of Laid Off Employees.**

As a general practice the Company will endeavor to offer laid off employees any temporary vacancies for which they are qualified. Acceptance of such vacancies will not affect their status as a laid off employee.

**ARTICLE 8  
EMPLOYMENT SECURITY**

**8.01 Technology Change Committee.**

- A. The Company and the Union recognize that technological changes in equipment, organization, or methods of operation have a tendency to affect job security and the nature of the work to be performed. The parties, therefore, will attempt to diminish or abolish the detrimental effects of any such technological change by creating a joint committee to be known as the Technology Change Committee to oversee problems and recommend solutions of problems in this area as set forth below.
- B. The Technology Change Committee will consist of not more than 3 representatives of the Company and not more than 3 representatives of the Union. Such Committee may be convened at the option of either party at mutually agreeable times.
- C. The purpose of the Committee is to provide for discussion of major technological changes (including changes in equipment, organization, or methods of operation) which may affect employees represented by the Union. The Company will notify the Union at least 3 months in advance of planned major technological changes. Meetings of the Committee will be held as soon thereafter as can be mutually arranged. At such meetings, the Company will advise the Union of its plans with respect to the introduction of such changes and will familiarize the Union with the progress being made.

- D. The impact and effect of such changes on the employees shall be appropriate matters for discussion. The Company will discuss with the Union:
1. What steps might be taken to offer employment to employees affected:
    - a. In the same locality or other localities in jobs which may be available in occupations covered by the collective bargaining agreements between the parties;
    - b. In other occupations in the Company not covered by the collective bargaining agreement;
    - c. In other BellSouth companies.
  2. The applicability of various Company programs and contract provisions relating to force adjustment plans and procedures, including Supplemental Income Protection Program, Reassignment Pay Protection Plan, termination allowances, retirement, transfer procedures and the like.
  3. The feasibility of the Company providing training for other assignments for the employees affected. (Example: sponsorship of typing training on Company time.)
- E. The Committee shall not formulate policy or arrive at binding decisions or agreements, but rather shall be charged with the responsibility to develop facts and recommendations so that the Company can make well informed decisions regarding the matters covered by this provision.

**8.02 Transfers to Lower-Rated Wage Scales. (Including Reassignment Pay Protection Plan)**

- A. When an employee is involved in a reclassification to a lower-rated job as a result of asserting his/her seniority rights under 7.01J, a transfer under Article 12, or a demotion for misconduct, gross negligence, lack of effort or other such extraordinary circumstances, his/her rate of pay shall be reduced to that applicable to his/her wage length of service on

the lower wage scale and he/she shall thereafter progress on such scale.

- B. RPPP (Reassignment Pay Protection Plan). When an employee is reclassified to a lower rated job under 7.01C, 7.01N, 12.02F, 24.05D4d or as a result of being permanently medically restricted the employee's rate of pay will be reduced over a period of time based on the employee's length of seniority.

The reductions in pay will be effective at periods following reassignment as shown in the following chart and each reduction is based on the difference in the appropriate rates for the old and new jobs:

Economic, Technological Displacements, PMR, 12.02F, 24.05D4d

| <b>WEEKS</b>  | <b>Reduction<br/>In Difference<br/>In Old &amp; New Rate</b> |
|---|--|
| <b>Employees with 0-10 Years of Seniority</b>                                       |  |
| 1 thru 4 .....  | No Reduction   |
| 5 thru 8 .....  | 1/3 Reduction  |
| 9 thru 12 .....   | 2/3 Reduction  |
| 13 & thereafter .....   | Full Reduction   |
| <b>Employees with 10 - 15 Years of Seniority</b>                                    |  |
| 1 thru 30 .....   | No Reduction   |
| 31 thru 34 .....  | 1/3 Reduction  |
| 35 thru 38 .....  | 2/3 Reduction  |
| 39 & thereafter .....   | Full Reduction   |
| <b>Economic Displacements, 12.02F and 24.05D4d</b>                                  |  |
| <b>Employees with 15 or More Years of Seniority<br/>(Exception see 8.02C below)</b> |  |
| 1 thru 56 .....   | No Reduction   |
| 57 thru 60 .....  | 1/3 Reduction  |
| 61 thru 64 .....  | 2/3 Reduction  |

65 & thereafter ..... Full Reduction

- C. An employee with 15 years or more of seniority who, due to technological changes or as a result of being permanently medically restricted, is assigned to a vacancy with a lower rate of pay than the then current rate of the employee's regular job shall continue to be paid in the lower level job, an amount equivalent to the rate of pay of the higher paid job in effect at the time of the downgrade. Such wage treatment will continue for 36 months following the effective date of the downgrade. Any employee involved in such downgrades shall receive any increases in pay in amounts which are applicable for a comparable employee in the lower-rated job to which downgraded. At the end of the 36 month period following the date of the downgrade, the employee's wages will be reduced on the following scale:

**Technological and PMR – more than 15 years**

Weeks 1 through 4 ----- No Reduction  
 Weeks 5 through 8 ----- 1/3 Reduction  
 Weeks 9 through 12 ----- 2/3 Reduction  
 Weeks 13 & thereafter -- Full Reduction

- D. An employee who has been reclassified to a lower-rated job and who is subsequently promoted to a job on the wage scale from which he/she was displaced (within 5 years) shall be credited with the wage experience credit he/she had accrued prior to the displacement or as computed under 2.06 (whichever is greater), except that such wage experience credit shall not exceed the maximum number of months on the higher wage scale.
- E. In all other instances in which an employee is involved in a reclassification to a lower-rated job, his/her rate of pay shall be computed as follows:
1. His/her rate of pay will not be reduced if it is not above the maximum rate for the new job and he/she shall continue at

such rate until his/her wage experience credit entitles him/her to an increase on the scale for his/her new job. He/she shall receive initial credit for wage length of service on the new job in an amount equal to the wage length of service credited to him/her in his/her old job, except that if he/she had formerly held a job in the lower classification to which he/she is being reclassified, his/her wage experience credit will be established as the wage experience credit formerly attained in the lower classification plus the time spent on the higher job or jobs, subject to any adjustments as provided in 2.02, when applicable.

2. If his/her rate of pay is above the maximum for his/her new job, his/her rate of pay shall be reduced to that maximum.

F. Employees involuntarily transferred under the provisions of 12.04 shall have the right to claim the job from which they were moved if the job should become available within five years after such move as described in 7.01K.

### **8.03 Supplemental Income Protection Program and Extended Medical Coverage:**

A. Supplemental Income Protection Program.

1. If during the term of this Agreement the Company notifies the Union in writing that an employee is unable to remain in his/her current job because of a permanent medical restriction or if a surplus in any job title in a work location will necessitate lay-offs or involuntary permanent reassignments of regular employees to different job titles involving a reduction in pay, employees in the affected job titles and work locations, who have at least 1 year of seniority may elect, in the order of seniority and to the extent necessary to relieve the surplus, to leave the service of the Company and receive Supplemental Income Protection Program (SIPP) benefits described in this

Section. The Company will offer Expanded SIPP (ESIPP) as provided in 7.01C for surplus.

- a. The Company will determine the job titles and work locations in which a surplus exists, the number of employees in such titles and locations who are considered to be surplus, and the period during which the employee may leave the service of the Company pursuant to this Section. Neither such determination by the Company nor any other part of this Section will be subject to arbitration.
- b. The number of employees who may be considered will not exceed the number of employees determined by the Company to be surplus.
- c. Employees may lock/unlock electronically from the 1<sup>st</sup> day of the month to the last day of the month, before midnight, Eastern time, preceding the surplus quarter. After this time period, the SIPP acceptance may not be revoked.
  - 1) Acceptances will be valid for one quarter only. Employees must lock in during the specified time period.
- d. Job titles and locations of employees who have committed to accept ESIPP will be made available to surplus and PMR employees. Placement into equal or lower level jobs created through ESIPP will be made in seniority order among interested, qualified surplus employees.
- e. Surplus employees are allowed to submit two requests for an equal or lower level job title in their Family of Skills in any exchange in the Company.
- f. In a surplus situation, SIPP will first be granted in seniority order to any employees with Irrevocable SIPP/ESIPP Acceptance forms on file who are performing essentially the same type work in the

surplus exchange and exchanges within 35 miles of the surplus exchange. Then if the surplus is not satisfied, SIPP is granted in seniority order to employees in the title, first in the exchange, then in any exchange within 35 miles of the surplus exchange. SIPP in title will not be offered if the employee is not qualified or for whom extensive training in excess of 14 weeks would be required. Employees who continue to be surplus after this step will have the opportunity to take SIPP, even though they do not have Irrevocable SIPP/ESIPP Acceptance forms on file in advance.

2. SIPP/ESIPP payments for employees who leave the service of the Company in accordance with "1" above will begin within one month after such employee has left the service of the Company and continue until payments have been made for 48 months. The employee may elect to receive this payment in one lump sum should he/she so desire or in two equal payments, one paid as the employee leaves the service of the Company and the other paid on February 1 of the year following.
3. The following SIPP/ESIPP payment table is designed for use with surplus under 7.01 and for permanently medically restricted placement as described in 8.05. Employees who receive either voluntary SIPP or ESIPP will not be entitled to a termination allowance under this article or further processing under Article 7.

## a. Voluntary SIPP/ESIPP Payment Table

| Completed Years of Seniority | Wage Scales in Pension Band Up to 107 | Wage Scales in Pension Band 108-109 |
|------------------------------|---------------------------------------|-------------------------------------|
| 1                            | \$ 800                                | \$ 800                              |
| 2                            | 1,700                                 | 1,750                               |
| 3                            | 2,800                                 | 2,900                               |
| 4                            | 4,000                                 | 4,300                               |
| 5                            | 5,050                                 | 5,400                               |
| 6                            | 5,600                                 | 6,000                               |
| 7                            | 6,150                                 | 6,600                               |
| 8                            | 6,700                                 | 7,200                               |
| 9                            | 7,250                                 | 7,800                               |
| 10                           | 8,500                                 | 8,800                               |
| 11                           | 8,500                                 | 8,800                               |
| 12                           | 10,200                                | 10,500                              |
| 13                           | 10,200                                | 10,500                              |
| 14                           | 11,800                                | 12,300                              |
| 15                           | 11,800                                | 12,300                              |

| Completed Years of Seniority | Wage Scales in Pension Band Up to 107 | Wage Scales in Pension Band 108-109 |
|------------------------------|---------------------------------------|-------------------------------------|
| 16                           | \$ 13,400                             | \$ 14,100                           |
| 17                           | 13,400                                | 14,100                              |
| 18                           | 15,400                                | 16,100                              |
| 19                           | 15,400                                | 16,100                              |
| 20                           | 16,800                                | 17,500                              |
| 21                           | 18,200                                | 19,000                              |
| 22                           | 19,600                                | 20,500                              |
| 23                           | 21,100                                | 21,900                              |
| 24                           | 22,500                                | 23,500                              |
| 25                           | 23,900                                | 25,000                              |
| 26                           | 25,300                                | 26,300                              |
| 27                           | 26,600                                | 27,800                              |
| 28                           | 28,100                                | 29,300                              |
| 29                           | 30,700                                | 32,100                              |
| 30                           | 30,700                                | 32,100                              |

## 4. Upon the happening of any of the following:

- a. Re-employment of the recipient by the Company as a regular employee;
- b. Employment of the recipient by an affiliate or subsidiary company, within the same control group of companies as is the Company, as a regular employee;

or

- c. Employment of the recipient by a competitor of the Company or competitive self-employment;

monthly SIPP/ESIPP payments will cease permanently. Recipients who obtained SIPP/ESIPP as a lump sum or in two equal payments will repay to the Company an amount equal to the total monthly payments yet to be received had they elected SIPP/ESIPP payment on a monthly basis.

Repayment will be handled as stated in the last sentence of 8.04D2.

B. Extended Medical Coverage.

1. Employees (1) whose employment is terminated as a result of layoff or application of the force adjustment procedures; or (2) who elect to leave the service of the Company pursuant to the provisions of the Supplemental Income Protection Program or Expanded Supplemental Income Protection Program or (3) who elect, pursuant to the technological displacement provisions in the Agreement, to accept a termination allowance and leave the service of the Company in lieu of reassignment to a different job title involving a reduction in pay or to locations requiring a change in residence, will continue to remain eligible for coverage for up to 12 months under the Company's Medical Assistance Plan or its successor plan, as follows:
  - a. An employee whose seniority is 5 years or more will be eligible for coverage at Company expense for a period of 6 months following the month in which employment is terminated. The employee may elect to continue such coverage for an additional 6 months at the employee's expense by paying the monthly premium amount.
  - b. An employee whose seniority is at least one year but less than 5 years will be eligible for coverage at Company expense for a period of 3 months following the month in which employment is terminated. The employee may elect to continue such coverage for an additional 9 months at the employee's expense by paying the monthly premium amount.
  - c. An employee with less than one year of seniority who is eligible for coverage at the time of termination of employment may elect to continue such coverage at

the employee's expense for a period of 12 months following the month in which employment is terminated by paying the monthly premium amount.

- d. When permitted by applicable federal law, employees may elect to continue such coverage at their own expense for longer periods than those indicated above.
2. The extended medical coverage will be on the same basis and in the same amount to which the employee was entitled immediately prior to leaving the service of the Company. If during the period of any extended medical coverage, as set forth above, the medical expense coverage is changed for employees who remain on the payroll, the same changes will be applied to persons participating in this extended medical coverage program.

#### **8.04 Employment Termination Allowance.**

- A. Basis of Payment. A termination allowance will be paid to a regular or temporary employee whose service is terminated under any of the conditions outlined below; moreover, service pension eligibility will not be a factor in determining whether an employee is eligible for a termination allowance.
  1. Laid off in conformity with 7.01.
  2. As an inducement proposed, or agreed to, by the Company to an employee to resign because of inability or unadaptability to perform properly the duties of the job as distinguished from misconduct.
  3. Dismissed except for misconduct as distinguished from inability or unadaptability to perform properly the duties of the job.
  4. Upon exhaustion of the leave limits under 6.01C for a leave of absence (other than leaves that have a guaranteed return right) granted to an employee of 8 years or more seniority when the employee is not offered work in the

same, an equal or lower-rated job in the exchange from which the leave was granted.

- a. Such employee must have indicated, at the time the leave was granted, a reasonable expectancy to return to work.
- b. Such employee will have experienced no impairment during the time of such leave of absence which would render him/her unqualified to do the work.
- c. Such employee will not have been guilty of misconduct during the leave of absence which would be proper cause for discharge.

B. Termination allowances due under 8.04A1 will be at the basic pay rate of the employee at the time of the service termination and will be in accordance with the following:

| <b>Completed Seniority</b> | <b>Number Weeks' Pay</b> | <b>Completed Seniority</b> | <b>Number Weeks' Pay</b> |
|----------------------------|--------------------------|----------------------------|--------------------------|
| 6 mos.                     | 1                        | 15 Yrs                     | 33                       |
| 1 Yr.                      | 2                        | 16 "                       | 36                       |
| 2 Yrs.                     | 3                        | 17 "                       | 39                       |
| 3 "                        | 3-1/2                    | 18 "                       | 42                       |
| 4 "                        | 4                        | 19 "                       | 46                       |
| 5 "                        | 6                        | 20 "                       | 50                       |
| 6 "                        | 8                        | 21 "                       | 54                       |
| 7 "                        | 10                       | 22 "                       | 58                       |
| 8 "                        | 12                       | 23 "                       | 62                       |
| 9 "                        | 15                       | 24 "                       | 66                       |
| 10 "                       | 18                       | 25 "                       | 70                       |
| 11 "                       | 21                       | 26 "                       | 74                       |
| 12 "                       | 24                       | 27 "                       | 78                       |
| 13 "                       | 27                       | 28 "                       | 82                       |
| 14 "                       | 30                       | 29 "                       | 86                       |
|                            |                          | 30 or more                 | 90                       |

C. Termination allowances due under 8.04A2, 8.04A3 and 8.04A4 shall be at the basic pay rate of the employee at the time of the service termination and shall be in accordance with the following:

| <b>Completed Years of Seniority</b> | <b>Number Weeks' Pay</b> | <b>Completed Years of Seniority</b> | <b>Number Weeks' Pay</b> |
|-------------------------------------|--------------------------|-------------------------------------|--------------------------|
| 6 mos.                              | 0                        | 15 Yrs                              | 22                       |
| 1 Yr.                               | 1                        | 16 "                                | 25                       |
| 2 Yrs.                              | 2                        | 17 "                                | 28                       |
| 3 "                                 | 3                        | 18 "                                | 31                       |
| 4 "                                 | 4                        | 19 "                                | 35                       |
| 5 "                                 | 5                        | 20 "                                | 39                       |
| 6 "                                 | 6                        | 21 "                                | 43                       |
| 7 "                                 | 7                        | 22 "                                | 47                       |
| 8 "                                 | 8                        | 23 "                                | 51                       |
| 9 "                                 | 9                        | 24 "                                | 55                       |
| 10 "                                | 11                       | 25 "                                | 59                       |
| 11 "                                | 13                       | 26 "                                | 63                       |
| 12 "                                | 15                       | 27 "                                | 67                       |
| 13 "                                | 17                       | 28 "                                | 71                       |
| 14 "                                | 19                       | 29 "                                | 75                       |
|                                     |                          | 30 or more                          | 79                       |

D. Termination allowances paid are subject to the following conditions:

1. An employee who has his/her service terminated in accordance with 8.04A and 7.01 after having been re-engaged from a previous service termination under the conditions outlined in 8.04A and 7.01 will be paid the difference between the amount computed as his/her termination allowance and any previous termination payments he/she may have received on account of previous service terminations.
2. If an employee has received a termination allowance under 8.04B or C returns to the employ of the Company or any BellSouth company, as a regular employee in a lesser number of weeks than he/she was paid for in his/her termination allowance, he/she will repay the Company the difference between the net amount of the termination allowance paid to him/her and the amount of his/her basic wage rate for the period off the payroll. In lieu of cash payments such repayment may be made through payroll

deductions in an amount not less than 5% or more than 10% of the basic wage per week or per month.

**8.05 Employees with Permanent Medical Restrictions.**

- A. An employee who has been determined to be permanently medically restricted is one who, due to permanent physical or mental limitations, is no longer able to perform the essential functions of his/her job, with or without reasonable accommodations.
- B. In addition to the rights to which all employees are entitled under the Collective Bargaining Agreement, such an employee will also be eligible under 7.01C for priority consideration for vacancies, as well as 7.01C1, C2, C3 and C4 (with the exception of bumping) and the provisions of Sections 8.02, 8.03 and 24.05D2 of this Agreement.
- C. For employees with permanent medical restrictions, the phrases "essentially the same type work" and "same title" in Article 7 mean "an equal level job".
- D. When an employee moves to a new job as a result of employee's PMR, the move to the new job will not affect the running of time-in-title nor time-in-exchange.

**ARTICLE 9  
TRANSFER AND TRAVEL EXPENSE**

**9.01 Expense in Connection with Transfers.**

- A. Employee Initiated: The Company will not pay transfer or moving expenses when the transfer is employee initiated.
  - 1. 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.
- B. When an employee is transferred from one town to another in accordance with 7.01A4, 7.01C, **7.01N** and 12.04, he/she will be given reasonable notice prior to the transfer (see 9.01C).

Reasonable expenses incurred by the employee in connection with the transfer will be borne by the Company as follows:

1. The transferred employee may be allowed one exploratory trip for self and spouse from the old location to the new location at Company expense to find a new residence and the following expenses will be paid by the Company:
  - a. Actual transportation costs of Company designated public transportation between cities (unless Company transportation is provided), or the equivalent if the employee uses privately arranged transportation. Local transportation at the new location may be provided by the Company. If the Company does not provide such transportation, an allowance of \$10.00 will be paid the employee in lieu of local transportation costs during the exploratory trip.
  - b. Receipted lodging for employee and spouse not to exceed 2 nights.
  - c. Receipted meal expense for the employee and spouse not to exceed 3 days.
  - d. The employee will suffer no loss of regular pay for up to 3 days.
  - e. Receipted reasonable baby sitting charges for child care if required, not to exceed 2 nights and 3 days.
2. 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.
  - a. The employee will be reimbursed, upon presentation of receipted bills or other evidence of payment, for actual costs of transportation, meals, lodging and other incidental expenses of himself, and the members of his/her immediate family residing with him/her, including drayage costs (includes movement of mobile homes) and the other incidental expenses of moving

household furnishings. All expenses to be reimbursed under this Article must be submitted for reimbursement within 6 months of the effective date of the transfer, unless the exception is agreed to by the Company.

3. The following options are provided with respect to a relocated employee's disposal of his/her principal residence, which is limited to one- or two-family houses, condominiums, and townhouses. Mobile homes, house boats, lake houses, farms or other land in excess of 5 acres on which the employee lives will qualify to the limit of 5 total acres under this plan, inclusive of the principal residence.
  - a. The employee may elect to sell his/her own residence in which case the following actual out-of-pocket expenses connected with the sale will be paid by the Company:
    - 1) Any penalty payment that the employee must pay because of pre-payment or early payment of the mortgage loan on his/her residence, not to exceed \$200.00.
    - 2) Appraisal fee or expense if paid by the seller.
    - 3) Cost of preparation of abstract or cost of title insurance or title search in those localities in which there is a well-established practice of the seller furnishing proof of title (by abstract, title insurance or other title search). Such expenses are not reimbursable where the seller varies from the established local practice of the purchaser paying for his/her own title insurance, abstract or title search.
    - 4) The cost of any federal revenue or documentary stamps that the seller has to purchase in connection with the transfer or sale of his/her residence.

- b. Employees will be paid a lump sum equal to 4.5% of the appraised value of their home within 10 days following the receipt of the property appraisals. Employees will be paid an additional 4.5% of the appraisal value after 9 months or upon sale of their residence, whichever is earlier. The appraised value will be based on the average of 2 independent appraisals. Both appraisals will be made by appraisers selected by the Company and should be completed as soon as is practicable following the employee's acceptance of a job which requires a change in residence. The employee may suggest an appraiser who is on the Company's list of approved appraisers. Consideration will be given to using that appraiser for one of the 2 appraisals. The average of these 2 appraisals will normally be the established value of the employee's property. However, if the lower appraisal varies from the higher by more than 5%, a third appraisal will be ordered and the average of the 3 appraisals will become the appraised value.
  - 1) The payment of the lump sum described in "b" above relieves the Company of any further obligations under 9.01B3.
  - 2) Disputes that may arise under 9.01B3b are not subject to the grievance procedure nor arbitration.
  - 3) Employees whose principal residence is a mobile home will have the option to accept the lump sum provision of 9.01B3b or be reimbursed for the movement of the mobile home.
- 4. The Company will also reimburse the employee for the following expenses:
  - a. Expenses incurred for disconnecting normal household appliances at the old residence and reconnecting said appliances at his/her new residence. This item

includes the expense of providing interior wiring (including 220 volt wiring) and interior pipe and tubing extensions which are necessary in order to use the electric or gas appliances which are being moved from the residence at the old location. The expenses of new or rearranged entrance facilities for either gas or electricity are not to be included. It is also understood that appliances as used in this paragraph do not apply to television antenna installations at either the old or the new residence.

- b. Connection charges for utility service. This item includes only charges which are paid to the utility as a connection charge and does not include advance deposits required by the utility as insurance for the payment of future utility bills.
  - c. Expenses incurred for refitting, installation of drapes, curtains, rugs or carpets. This item is limited only to the cost of installation and refitting of drapes and curtains, and the refitting and laying of rugs or carpets and does not include any replacement cost or the cost of any additional or new material.
5. The Company will also pay a lump sum of \$2,500.00 to employees who rent their principal residence to help cover other move-related expenses. Upon receipt of written notice to the Relocation Coordinator of employee's intent to relocate, a voucher will be processed to pay the employee. The above payment is contingent upon the employee moving his/her principal residence within one year.
- C. Any change in the designation of an employee's headquarters town that is more than 35 miles will be considered and treated as a transfer for the purposes of this Section. Distance calculations under this section will be as shown on the most recent official State Highway Department map.

## 9.02 Travel Expenses

### A. Commuting Expense.

1. When an employee is asked to report to work outside his/her headquarters exchange at another location that is 50 miles or less from his/her regular place of reporting, he/she will travel on his/her own time, report for duty at the beginning of his/her assigned tour and be compensated as follows:

|                              |         |
|------------------------------|---------|
| Up to and including 35 miles | \$24.00 |
| Over 35 through 50 miles     | \$48.00 |

2. Distance calculations in this section will be actual mileage on the most commonly used direct route.
3. The Company agrees to follow the selection procedures of 12.05C for all commutes outside an employee's headquarters exchange.

### B. Temporary Transfers (See 12.05A).

1. For temporary transfers of over 50 miles from the employee's regular place of reporting, reimbursement will be based on the option chosen by the employee:

#### Option A

IRS maximum allowance for all expenses.

#### Option B

IRS maximum allowance for meals and incidental expenses plus \$12.00. Company pays for lodging. When an employee takes Option B, he/she may voucher properly receipted, necessary and reasonable lodging expense incurred at a commercial establishment.

Over 50 miles: Company pays for transportation and travel time.

- a. Distance calculations under this section will be as shown on the most recent official State Highway Department maps.

2. In addition to the IRS maximum allowance for meals and other incidental expenses plus \$12.00 authorized under Option B above, for each day worked the employee will be entitled to directly voucher, with proper receipts, reasonable and necessary local transportation for intracity transportation cost that exceeds \$5.50 per day incurred for travel from his/her place of lodging in the temporary location to his/her place of reporting provided such transportation is not arranged for by the Company without cost to the employee.
3. When an employee is traveling to or from the temporary location, if the combination of paid travel time and work time at the temporary location does not exceed one-half of the length of a normal tour, he/she will be entitled to one-half the applicable meal and incidental expense allowance. Should this combination exceed one-half the length of a normal tour, he/she will receive the entire daily allowance.
4. If an employee's established home is within the exchange to which he/she is temporarily transferred, he/she will only be entitled to be paid in accordance with the mileage bands in 9.02A1 for up to 50 miles, on the day or part days worked, even though the distance between the employee's headquarters exchange and the temporary exchange location is more than 50 miles.
5. In the case of training schools or emergency situations, the Company may elect to furnish suitable lodging and pay for same directly. If lodging is furnished, the employee will not be reimbursed for lodging incurred elsewhere unless such expense is specifically approved by the Company in advance.
6. If the distance and work conditions permit, an employee on temporary transfer may visit on non-scheduled days any town within reasonable travel distance. In this event, he/she will receive travel expense as follows:

- a. Employees receiving the IRS maximum allowance under Option B will only be entitled to receive the appropriate IRS maximum allowance under Option A.
  - b. Employees receiving Option A IRS maximum allowance will be entitled to receive the same amount for such travel.
  - c. When the Company furnishes lodging for employees attending training schools or for employees involved in a group movement for emergency reasons and pays for same directly, such employees will not be entitled to lodging expense incurred elsewhere when he/she visits another town on non-scheduled days. In this event he/she will be entitled to Option B.
7. Any employee who is in a temporary transfer status to attend a training school, who travels to the temporary location by common carrier, may directly voucher reasonable and necessary local travel expense incurred on weekends by presenting properly receipted vouchers, provided the Company does not provide local transportation.
- C. Interim return home expense.
1. In the event of extended periods of transfer, the Company will occasionally pay intercity and intracity transportation cost in accordance with the provisions of 9.04 for the employee to visit his/her home on non-scheduled days. On such return home visits the employee will also be entitled to the IRS maximum allowance amounts as if the temporary assignments were commencing or terminating as outlined in 9.02B3. This return home provision is to be interpreted and applied as follows:
    - a. When the Company furnishes lodging as outlined in "5" above, the employee will only be reimbursed for designated inter and intracity transportation cost plus

IRS maximum allowance for meals and incidental expenses plus \$12.00.

- b. The frequency of visits to the employee's home should be based on the expected duration of the temporary assignment. The following frequency for return home visits should be permitted if the employee so desires.

| <b>Expected Duration of Temporary Transfer</b> | <b>Permitted Home Visits</b>            |
|--|---|
| 21 days or less                                | 0 [see (2) below]                       |
| 22 days through 35 days                        | 1                                       |
| 36 days through 49 days                        | 2                                       |
| 50 days through 63 days                        | 3                                       |
| More than 63 days                              | 1 for each additional period of 13 days |

- 1) For the purposes of this paragraph, the days must be consecutive, but may include partial days (e.g., partial days in a travel status while traveling to or from the temporary location) and will also include those days at home on a return visit per the provisions of this paragraph.
- 2) Where the duration of the temporary transfer is expected to be 21 days or less but includes 3 full week-ends, one visit home would be allowed under this paragraph.
- c. The return home visits may be taken during any non-scheduled periods, provided the total number of visits does not exceed the number specified for the expected duration. Return home visits should not be made during consecutive weeks.
- d. Returning home is optional with the employee. He/She may elect to remain at the temporary location in lieu of returning home. In this event he/she is not entitled to receive the cost of transportation in lieu of

returning to his/her home. After a minimum period of 3 consecutive weeks and on 3-week intervals thereafter, an employee may have his/her spouse or a member of his/her immediate family travel to the temporary work location in lieu of the employee traveling to his/her home location. Expenses for such travel are reimbursable to the employee up to an amount not exceeding the expenses which the employee would have incurred in traveling to and from his/her home location. In those instances where the spouse or a member of the employee's immediate family visits the temporary location, he/she will not be entitled to the IRS maximum allowance on non-scheduled non-work days during such visits.

- e. When an employee elects to visit his/her home, he/she is not entitled to any travel time since such travel is not required by the Company.
- f. Intercity and intracity transportation to be paid by the Company is limited to visits to the employee's home only. If he/she elects to visit elsewhere he/she will only be entitled to the IRS maximum allowance under the conditions outlined in 9.02B6.

D. Employees will be required to submit individual expense vouchers when such expense is not reported on their work reports or otherwise furnished directly by the Company.

### **9.03 Expenses for Employees Working Split Tours.**

Employees working split tours will be paid \$6.00 per split tour as the equivalent of street car or public bus transportation, provided both sessions of the tour are worked in whole or in part.

### **9.04 Intercity Transportation.**

A. The Company will provide transportation by Company owned vehicles or commercially rented motor vehicles, or will designate transportation by intercity common carrier (subject to "B" below) for necessary intercity transportation.

1. When the Company designates transportation by intercity common carrier (and the employee does not elect treatment under "B" below), the cost of necessary and reasonable local transportation incurred at the employee's home location between the local point of departure and the intercity common carrier terminal for the beginning and ending segments of the intercity trip will be handled by reimbursing the employee for such cost upon presentation of properly receipted vouchers from a local commercial common carrier. Such reimbursements, however, will not exceed the cost of transportation between the employee's usual place of reporting and the intercity common carrier terminal. As an alternative, the employee may elect to be paid a local transportation allowance of \$5.00 each for either or both the departing and terminating segments at his/her home location.
  2. Additionally, upon presentation of properly receipted vouchers from a local commercial common carrier at the employee's destination, the employee will be reimbursed for the cost of necessary and reasonable local transportation incurred between the intercity common carrier terminal and the employee's place of lodging, or place of reporting as appropriate, for the beginning and ending segments of the intercity trip. As an alternative, the employee may elect to be paid a local transportation allowance of \$5.00 each for either or both the terminating and departing segments at his/her destination.
- B. When an employee declines to travel by Company designated intercity common carrier and elects to make his/her own transportation arrangements and he/she has principal responsibility (owned, borrowed, leased or rented) for the vehicle used for such travel, the Company will reimburse the employee at the maximum IRS rate per mile based on distance calculations between locations as shown on the most recent official State Highway Department maps for intrastate travel or Rand McNally Atlas for interstate travel. This rate will go

into effect as soon as possible after the increase becomes effective and no later than the beginning of the next calendar quarter of the year. In addition, when the Company designated common carrier is an airline, the employee will be paid an Optional Travel Allowance as indicated in the table below. If a round trip is involved, he/she will be paid one allowance for the trip to the distant city and one for the return.

| <b>Intercity Travel Distance<br/>(one way)</b> | <b>Amount</b> |
|--|---------------|
| 0 thru 50 miles                                | \$ 0          |
| greater than 50 thru 100 miles                 | \$14.50       |
| greater than 100 miles                         | \$29.25       |

1. After having declined to travel by Company designated means as described in "A" above, should an employee subsequently elect to travel by intercity common carrier, upon presentation of properly receipted travel vouchers, the employee will be reimbursed for the cost of the intercity common carrier travel utilized up to an amount not in excess of the travel cost that would have been incurred had the employee traveled by Company designated intercity common carrier or subsequently designated Company transportation.
2. In addition, the Company's obligation, if any, under 9.02 or 10.02 for employee arranged travel expenses and travel time will be the same as would have been incurred had the employee actually traveled by the means designated by the Company.

#### **9.05 Special Commuting Allowance.**

- A. A special "all in a day's work" commuting allowance may be paid an employee when a need develops for the employee to work or attend training for one tour or part tour in another exchange. This special allowance will be paid in accordance with the mileage bands in 9.02A1 for up to 50 miles. For distances over 50 miles in addition to the mileage band

payments, an employee will be entitled to the maximum IRS rate per mile for all miles driven over 50 miles each way.

The conditions under which this special allowance is applicable are as follows:

1. When an employee is needed to work, take training or attend a meeting in another exchange after his/her tour begins at his/her regular place of reporting, he/she may, with his/her supervisor's approval, use his/her personal vehicle in lieu of public or Company provided transportation and be paid the special allowance. In this event he/she will be paid for all scheduled and non-scheduled time required to travel to and from the distant exchange.
2. When an employee is scheduled to work, take training or attend a meeting in another exchange for one day or part day he/she may, with his/her supervisor's approval, use his/her personal vehicle and be paid the special allowance in lieu of using public or Company provided transportation. In this event he/she will be paid for all scheduled and non-scheduled time required in traveling to and from the distant exchange.
3. This special allowance is to be paid in "1" and "2" above only if the employee elects to use his/her personal vehicle in lieu of Company provided transportation and the use of same is approved in advance by his/her supervisor. If the employee does not agree to use his/her personal vehicle and receive the allowance and travel pay, the Company will be required to provide transportation for such travel and pay for the time spent traveling to and from the distant location.

**ARTICLE 10**  
**TRAVEL TIME AND TRAVEL CONDITIONS**

**10.01 Place of Reporting.**

- A. The Company will designate the place at which employees will be required to report for work within the limits of his/her headquarters exchange.
1. An employee whose place of reporting is temporarily changed within his/her headquarters exchange will be paid a daily allowance of \$5.50 provided that the temporary place of reporting lies beyond a radius of one mile from the regular place of reporting.
  2. Consideration will be given in the order of seniority to an employee with a valid request on file for (1) reporting to a work group or work unit at another location within the exchange, or (2) being reassigned to another work group, work unit, assignment, or shift at the same place of reporting. Such requests will be considered, needs of the business permitting, provided the employee's services may be profitably utilized in such location, assignment, or shift and further provided that the employee has been at his/her present location, assignment, or shift, and in his/her present title for at least 24 months. The elapsing of the 24 month period will not be affected by a change in place of reporting at the instance of the Company. Requests of this type will be submitted to the staffing system. The request must be on file and the requestor test qualified at the time consideration begins. Employees may have up to 10 requests on file. These may be Article 10 requests, Article 12 requests, or any combination of the two.
  3. When permanent changes in place of reporting are to be made to initially staff, in part or whole, a new work group (as distinguished from relocating an existing work group), the following procedure will apply. The Company will designate the work group(s) or work unit(s), whichever is

larger at the place of reporting, from which employees will be assigned. Those employees from the designated work group(s)/work unit(s) who desire the assignment and whose services may be profitably utilized at the new location(s) will be assigned in order of seniority. Such assignments will be made, needs of the business permitting, up to the number of employees the Company desires.

If additional employees are still needed, such additional assignment as the Company deems it appropriate to make will be made in inverse order of seniority from the same designated work group(s)/work unit(s) provided the employee's services may be profitably utilized at the new location, needs of the business permitting.

- a. When initially staffing a new work group at an existing location, a notice will be adequately posted at that place of reporting. Requests will be limited to those received within 7 days from employees in the group(s) from which the assignment will be made. Such requests may be granted at the discretion of the Company.
4. If under the provision of 10.01A, the Company designates a permanent change in the place of reporting (other than the type described in "3" above) of an employee, such employee will be allowed to exercise his/her seniority to remain at his/her present location, needs of the business permitting, provided a junior qualified employee is available in his/her work group or work unit, whichever is larger at the place of reporting, to fill the vacancy.

#### **10.02 Time Considered Worked.**

- A. Time during the scheduled or assigned hours of an employee which is spent at the direction of the Company in traveling from one job assignment to another or from one town to another shall be considered as time worked.

- B. Time spent by an employee, at the direction of the Company, in traveling before or after the hours of his/her scheduled or assigned tour, which may be described as "all in a day's work" (see 12.05A1), shall be considered as work time. It is not intended that this provision be applied to travel on a day the employee was not scheduled or assigned to work or to travel which consumes a considerable period of time.
- C. Where a total of travel time required by the Company and time worked on a scheduled tour exceeds the length of a normal tour in one day and the employee spends at least one night away from his/her headquarters exchange, the employee will be paid for travel time in excess of such hours.
- D. Where an employee is directed to travel continuously for more than a full working day, the time spent traveling during his/her scheduled or assigned tours shall be considered as time worked. The application of this provision shall not result in an employee being paid for a less number of hours than is contained in a normal work week.
- E. An employee required by the Company to travel on a day on which he/she was not scheduled shall be considered as working on such day for the number of traveling hours up to the length of a normal tour.
  - 1. Insofar as it is practicable the Company will not require employees to travel on Sundays and holidays.
  - 2. The "established starting and stopping time" for employees who work varied (relief) tours within the week shall be as follows: The tour which has been worked more than any other tour during the preceding 5 tours worked before travel shall be the established starting and stopping time. If no tour has been worked more than another tour, the next 5 preceding tours worked shall be included and this process shall continue until it is determined that one tour has been worked more than any other tour.

- F. Hours of paid travel time under "A", "B", "C", "D", and "E" above shall not exceed the length of a normal tour during any period of continuous travel of 24 or less hours.
- G. The above provisions are not intended to cover every possible condition under which travel time may be properly considered as work time, and all such cases not expressly covered by this Article shall be governed by the provisions of the Fair Labor Standards Act, as amended.

**10.03 Pay Basis for Travel Time.**

When it is to be considered as time worked, travel time will be paid for on the same basis as actual work time.

**ARTICLE 11  
SUSPENSIONS, DISCHARGES AND DEMOTIONS**

**11.01 Limitations.**

- A. In the event an employee is suspended or discharged, a charge that the suspension or discharge was without just cause will be handled in accordance with the following:
  - 1. If the employee has 6 months or less of seniority, a charge that the discharge was without just cause will be subject to the full grievance procedure set forth in Article 21 but will not be subject to arbitration.
  - 2. If the employee has more than 6 months of seniority, a charge that the discharge was without just cause will be subject to the full grievance and arbitration procedures set forth in Articles 21 and 23.
  - 3. If the employee has been suspended, a charge that the suspension was without just cause will be subject to the full grievance and arbitration procedures set forth in Articles 21 and 23.
- B. In the event an employee is demoted, a charge that the demotion was without just cause will be handled in accordance with the following:

1. If the employee has less than 3 months service (exclusive of formal training) in the job from which he/she was demoted at the time of the demotion, the matter will be subject to the grievance procedure set forth in Article 21 but will not be subject to arbitration.
2. If the employee has 3 months or more of (exclusive of formal training) service in the job from which he/she was demoted, the matter will be subject to the full grievance and arbitration procedures set forth in Articles 21 and 23.

### **11.02 Reinstatement.**

- A. In the processing of grievances or arbitration (See Article 23.02 Expedited Arbitration), unless the parties at the State or higher level mutually agree to the contrary with respect to the particular grievance or arbitration case, the following will apply: If as a result of such grievance or arbitration procedure it is determined that the employee was discharged, suspended or demoted without just cause, the Company agrees to reinstate the employee and to reimburse him/her according to the following:
  1. In a discharge case, the employee will receive his/her regular pay for the time lost less the amount of any termination pay received from the Company and unemployment compensation received or receivable; and the employee will receive an additional 7% of the remaining amount.
  2. In a suspension case, the employee will receive his/her regular pay for the time lost.
  3. In a demotion case, the employee will be made whole for the difference, if any, between his/her rate on the job from which he/she was demoted and his/her rate on the job to

which he/she was demoted for each day he/she remains on the lower-rated job.

- B. An employee reinstated as the result of an arbitration case will also be entitled to the following:
1. If the employee has paid medical insurance premiums under the BellSouth COBRA plan, he/she will be reimbursed for these premiums for any period covered by backpay, up to the 18 month COBRA limitation.
  2. The employee will receive a Success Sharing Plan lump sum amount calculated to include the time off the payroll.
  3. Provided an employee was enrolled in the savings plan prior to termination and contributes his/her share to the plan upon reinstatement, the Company will pay the appropriate matching funds and interest. Interest will be based on a composite of all funds for the period the employee was off the payroll.

## **ARTICLE 12 PROMOTIONS, TRANSFERS AND JOB VACANCIES**

### **12.01 Advertising Anticipated Job Vacancies.**

- A. Job vacancies within the bargaining unit will be adequately advertised via the staffing system.
1. The following job is considered as a career entrance job:

Processing Assistant

    - a. Before filling the above job by the hiring of new employees, the Company will give consideration to employees who have valid requests on file for this job. Except as otherwise provided for in "c" below, decisions in the filling of the job listed in "1" above are subject to the grievance procedure but not arbitration.
    - b. The transfer or reclassification of an employee 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 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 copy of advertised vacancies in the state will be provided to designated CWA Staff Representatives who will be responsible for providing to the appropriate Union Presidents.
- 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 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, LLC, AT&T Billing Southeast, LLC, *and* Utility Operations.

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 requirement of 15 months for all wage scales. However, if the Company selects an

employee who does not meet time-in-title and exchange requirements, other such requestors may grieve.

- a. In addition to the requirement above, for new hires transferring out of the State or Area whichever is smaller or transferring between entities, 36 month time-in-title and time-in-exchange apply.
  - b. See Section 8.05D for PMR time-in-title/time-in-exchange.
  - c. 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 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 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 previously must have been in the bargaining unit, and 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 a reclassification 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, and/or time-in-entity 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 future requested move, he/she will not be entitled to replace the rejected request for a period

of 6 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 for 6 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 who will be responsible for providing to the appropriate Union Presidents. 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 12.01B1a, 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 shall be given priority consideration over all other employees for staffing the new title in that exchange, 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 PARTNERSHIP.
  - 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 8.04C, 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 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 of all employees 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 to another and no qualified employee 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 from within the

exchange 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 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 and a qualified employee in the specified exchange 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 and no promotion is involved, the job shall be filled by the senior qualified employee, in the title, 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 inverse order of seniority in the exchange 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 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. Transfers under force imbalance circumstances shall be confined to exchanges no further than 50 miles from the employee's present exchange location.

- E. When the Company decides that a job would be filled by involuntarily transferring employees from one job to another, within the same exchange, or outside the exchange, it will not affect the running of the time-in-title nor the time-in-exchange referred to in 12.01B4.

### **12.05 Temporary Transfers.**

- 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. Temporary transfers will be selected by seniority on a voluntary basis and if there are no volunteers, they will be selected in the inverse order of seniority. 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) 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 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, 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. 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 1.25.)**

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 1.34 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. Employees, 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.
- B. For Vacations, the provisions of 1.34 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. Employees 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.
  - 3. Employees, other than those covered in 13.02B2 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 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. 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 4.07H, 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 4.07H, 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 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.
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 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**

#### **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 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 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 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.

## **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 shall not be transferred involuntarily. If a local has more than 5 officers with local-wide jurisdiction, 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.**

- A. 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.
- B. At any investigatory interview between a representative of the Company and an employee, wherein the employee reasonably believes that the information obtained may be used as the basis for disciplinary action against the interviewed employee, a Union representative may be present if the employee so requests. The Union representative shall be paid by the Company for time consumed in an investigatory interview with Asset Protection.

**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 AT&T 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 separate agreements either adopting or amending the following Agreements, Plans or Programs:

Southeast Program of the AT&T Pension Benefit Plan (for employees hired on or before August 8, 2009)

Bargained Cash Balance Program #2 of the AT&T Pension Benefit Plan (BCB2 - for employees hired or rehired after August 8, 2009)

AT&T Dental Program

Health VEBA Trust

AT&T Southeast Medical Program

AT&T Employee Assistance Program

BellSouth Savings and Security Plan (for employees hired on or before August 8, 2009)

AT&T Retirement Savings Plan (for employees hired or rehired after August 8, 2009)

AT&T Southeast Disability Benefits Program

AT&T Disability Income Program (for employees hired after December 4, 2015)

AT&T Vision Program

AT&T Southeast Leaves of Absence Policy

AT&T CarePlus – A Supplemental Benefit Program

AT&T Group Life Insurance Program for Active Employees

AT&T Consolidated Long-Term Care Insurance Plan (closed to new entrants 05/01/2012)

AT&T Flexible Spending Account Plan

AT&T Commuter Benefit Policy

AT&T Adoption Reimbursement Policy

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 medical, dental and vision coverage as provided in the Benefits Memorandum of Agreement. For medical coverage, 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. Medical coverage will be 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 "AT&T Southeast Disability Benefits Program" and the AT&T Pension Benefit Plan (Southeast Program and Bargained Cash Balance Program #2) " 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 program, 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**

### **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).

- 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 3.
- 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.**

- A. Grievances involving the denial of short-term disability benefits will not be presented until the claim underlying the grievance has been heard and resolved at the final appeals level through the claim and appeal process under the short-term disability program.
- 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 final appeal letter of denial of benefits under the short-term disability program.
  - 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, except transcripts. The total costs and fees of transcripts will be borne 75% by the Company and 25% by the Union. 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 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 working days after receiving an assignment, the case will be passed to

the next arbitrator. If no one can hear the case within 10 working days the case will be assigned to the arbitrator who can hear the case on the earliest date.

- C. The procedure for expedited arbitration will be as follows:
1. The parties will notify the arbitrator in writing on the day of agreement or date of arbitration demands to settle a grievance by expedited arbitration. The arbitrator will notify the parties in writing of the hearing date.
  2. The parties may submit to the arbitrator prior to the hearing a written stipulation of all facts not in dispute.
  3. The hearing will be informal without formal rules of evidence and without a transcript. However, the arbitrator will be satisfied himself/herself that the evidence submitted is of a type on which he/she can rely, that the hearing is in all respects a fair one, and that all facts necessary to a fair settlement and reasonably obtainable are brought before the arbitrator.
  4. Within 5 working days after the hearing, each party may submit a brief written summary of the issues raised at the hearing and arguments supporting its position. Such summaries are not to exceed 10 pages in cases involving discharge or 5 pages in cases involving suspension. The arbitrator will give his/her settlement within 5 working days after receiving the briefs. He/She will provide the parties a brief written statement of the reasons supporting his/her settlement.
  5. The decision of the arbitrator will settle the grievance; however, it will only apply to the grievance being arbitrated and will not be precedent-setting, unless the settlement or a modification thereof is adopted by the written concurrence of the representatives of each party at the Executive Level of the grievance procedure.
  6. The time limits in "1" and "4" of this Section may be extended by agreement of the parties or at the arbitrator's

request, in either case only in emergency situations. Such extensions will not circumvent the purpose of this procedure.

7. In any grievance arbitrated under the provisions of this Section, the Company will under no circumstances be liable for back pay for more than 9 months (plus any time that the processing of the grievance or arbitration was delayed at the specific request of the Company or time between original proposed dates and actual arbitration resulting from the Company's inability to comply with original dates) after the date of the disciplinary action. In grievances which were scheduled for mediation prior to expedited arbitration, the liability for back pay will be no more than 12 months. Delays requested by the Union in which the Company concurs will not be included in such additional time.
8. The arbitrator will have no authority to add to, subtract from or modify any provisions of this Agreement.
9. The decision of the arbitrator will settle the grievance, and the Company and the Union agree to abide by such decision. The compensation and expenses of the 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 expedited arbitration hearing will be borne by the party requesting such cancellation or postponement.

### **23.03 Mediation.**

- A. Where mutually agreed, grievances may be mediated once at either the 2nd or 3rd Step, with the exception of those dealing with matters of contract interpretation.
  1. Once a grievance has been appealed to arbitration, if the Union at the Executive Level requests mediation and the

Company concurs, the grievance will be presented at a mediation hearing.

- a. Grievances to be mediated at the 2nd Step are not required to be approved for arbitration prior to mediation.
2. Within 45 days of the Union's request for arbitration, the parties will schedule and hold a mediation hearing. This hearing will normally be held in the grievant's exchange and in either a Company or Union facility. Should the availability of a mediator unnecessarily delay the processing of the grievance, either party may request that the mediation step be bypassed and the grievance be scheduled for arbitration.
3. Spokespersons for the mediation hearing will normally be as follows:

|         | 2nd Step                     | 3rd Step   |
|---------|------------------------------|--|
| CWA     | Local President/<br>designee | CWA Staff Rep  |
| Company | Management designee          | Director/designee<br>with primary LR<br>responsibility |

An attorney will not be used by either party at the mediation hearing. The number of employees who will suffer no loss in pay under 21.03 of the Agreement will be no more than 2. Should additional employees be necessary for the complete discovery of facts at the hearing, the parties will agree in advance to the number of additional employees who will attend the conference and suffer no loss in pay under 21.03.

4. The mediation hearing will normally be attended by the grievant, the Local President/designee, the grievant's supervisor and the Director/designee. Attendance at the

mediation hearing will be limited to those people actually involved.

5. All written material that is presented to the mediator will be returned to the party presenting the material at the termination of the mediation hearing. The mediator may, however, retain one copy of the written grievance, to be used solely for purposes of statistical analysis.
6. Proceedings before the mediator will be informal in nature. The presentation of evidence is not limited to that which has been presented in the grievance proceedings; however, the issue mediated will be the same as the issue the parties have tried to resolve through the grievance process. The rules of evidence will not apply, and no record of the mediation hearing will be made.
7. The mediator will have the authority to meet separately with any person or persons, but will not have the authority to compel the resolution of a grievance.
8. The Company and Union spokesperson at the mediation hearing may accept the resolution proposed by the mediator and such settlement or any other settlement resulting from the conference will not be precedent-setting, unless both parties agree.
9. If no settlement is reached during the mediation hearing, the mediator will provide the parties with an immediate oral advisory opinion, including the grounds for his/her opinion, unless both parties agree that no opinion will be provided. The grievance is then subject to being scheduled for arbitration.
10. In the event that a grievance which has been mediated subsequently is arbitrated, no person serving as a mediator between these parties may serve as arbitrator. Nothing said or done by the mediator may be referred to at arbitration. Any settlement proposal made by either party

at the mediation hearing will not be referred to at the arbitration hearing.

- B. The parties will share equally the costs associated with mediations held at the 3rd Step. Costs associated with mediations at the 2nd Step are outlined in 21.01C2b5a.

## **ARTICLE 24**

### **EMPLOYMENT SECURITY PARTNERSHIP**

#### **24.01 General Information.**

- A. Definition: The Employment Security PARTNERSHIP is intended to benefit our employee body because we acknowledge that employees represent our best competitive advantage. Employees and their jobs will continue to be affected by technological developments and structural changes, therefore CWA and BellSouth realize the need for ongoing employee development, career preparation and career transition.
- B. Eligibility: All regular full-time and regular part-time employees with at least 6 months of seniority will be eligible to participate in the Program.
- C. Participation: Participation in all components of the Program are on the employee's own time with the exception of Orientation meetings and Career Counseling (as specified in 24.03 and 24.05).
- D. Funding: The Program will be funded through an Employment Security PARTNERSHIP account. This account will be computed by multiplying term of contract (years) x \$110 x the total number of regular full-time and regular part-time employees in the Company as used in wage and benefits calculations for contract negotiations. The PARTNERSHIP Board of Directors will monitor Employment Security PARTNERSHIP funding levels and, from time to time, may recommend to the Company that it provide additional funds in

order to maintain approved programs, training courses, and other PARTNERSHIP activities.

1. Costs to be charged to the Employment Security PARTNERSHIP account include:
  - a. All training and associated costs for the PARTNERSHIP Program, including educational assistance and the PARTNERSHIP Job Bank.
  - b. PARTNERSHIP Representatives' time and expenses in accordance with 9.02 involved in delivering orientation meetings or other services of this Program.
  - c. All employees' scheduled time associated with participation in the orientation meetings, career counseling and assessment.
  - d. All administrative costs of this Program.
  - e. All temporary transfer costs as defined in 9.02 and relocation expenses as defined in 24.05D4d4.
  - f. All training costs and wages for employees while in training associated with 24.05D3a1.
  - g. All costs associated with the supplemental training (24.04A) and career counseling, as well as the costs for administration of subsequent job-specific training as described in 24.04A.
  - h. Other costs intended to enhance employment security.
  - i. Reasonable expenses incurred by ESP Board of Directors associated with their participation on the Board.
2. Credits to the Employment Security PARTNERSHIP account include: a Training and associated costs reimbursed by a department for required training successfully completed by participants selected to fill vacancies in that department.

- a. Training and associated costs reimbursed by a department for required training successfully completed by participants selected to fill vacancies in that department.
  - b. Reimbursement by a department for work performed under the provisions of 24.05D3b.
3. If the Account is fully depleted prior to contract expiration, services will be discontinued.
- E. Grievances: Provisions of Article 24 will not be subject to the grievance and arbitration procedure, except decisions in the filling of vacancies with Job Bank participants which will be subject to the grievance procedures up to and including arbitration within each BellSouth entity.

**24.02 Program Administration.**

- A. Definition: The Program is jointly governed and administered by the Company and CWA.
- B. Employment Security Board of Directors: The Board will consist of 5 Company and 5 CWA Representatives and may include up to two non-voting external advisors who will meet periodically and have responsibility for:
1. Providing direction and guidance for the Employment Security PARTNERSHIP Program.
  2. Reviewing the progress of the Program through periodic status reports, quarterly report of the Employment Security Account expenditures. In addition, an annual report will be provided detailing the Program components made available to employees and the overall number of participants in the services.
  3. Establishing amount available/limits for program participants.
  4. Furnishing advice to the Company on personal or career development and job displacement training courses and curricula.

5. Reviewing and making recommendations regarding training delivery systems (Technical Schools, Colleges, home study programs, Computer Based Training, and Web Sites, etc.) available to be used by the Company.
  6. Evaluating the effectiveness and progress of the Program.
  7. Encouraging employees to participate in and successfully complete available training courses.
- C. PARTNERSHIP Staff: The PARTNERSHIP Staff will co-administer the day-to-day operation of the PARTNERSHIP Program. Responsibilities include:
1. Tracking data, costs, and Program participation in order to provide reports to the Board of Directors.
  2. Maintaining the PARTNERSHIP office (formerly Career Resource Center) which will house facilities for counseling, workshops, clerical support and a resource library. The office will be open to all participants for assistance and support in their career objectives. It will also function to coordinate and monitor throughout BellSouth all components of the ESP Program, including the Job Bank.
  3. Ensuring the timely and effective delivery of the Program components.
  4. Evaluating the delivery systems (inside and outside BellSouth) necessary to meet employee training needs.
- D. PARTNERSHIP Representatives: Local PARTNERSHIP Representatives will exist for linkages and assistance in delivery of Program services throughout the region. Duties include:
1. Presenting Article 24 in joint Career Transitions Orientations (24.05C1).
  2. Assistance in surveying employee training requirements and identifying training delivery options.

3. Conducting meetings to present Program components to employees.

### **24.03 Employee Development/Internal Opportunities.**

A. Definition: The Employment Security PARTNERSHIP provides the information and support necessary for an employee to identify a path or direction for his/her career and to effectively pursue that path within or outside BellSouth. Through joint sponsorship of the PARTNERSHIP, CWA and BellSouth will ensure that personal and career development is made available to each employee so both our business and our employees can flourish.

B. Program Components: PARTNERSHIP consists of several components, each aimed at meeting special needs of participants. The components are:

1. A PARTNERSHIP Employee Orientation meeting, conducted jointly by the Union and Company, will be held on Company time. During this meeting information will be provided on:

- Career Counseling and Assessment
- Internal Job/Career Development Plan
- Educational assistance

All services are available to employees who wish to pursue such development on their own time unless otherwise specified. An overview of the Career Transitions component will also be included.

2. Career Counseling and Assessment will be provided by professional career counselors associated with the Program. The counseling session could include internal and/or external focus. One counseling session per contract cycle will be offered on Company time. However, this session may be scheduled on employee's own time at their request. Subsequent counseling would be available on the

employee's own time. Additional counseling will be offered associated with Career Transitions (24.05C2).

3. Internal Job/Career Development Plan, which is personalized, may be jointly created by the employee, or Job Bank participant (24.05D) and a professional career counselor. The acquisition of skills for a job title may be pursued through this plan which will identify the skills required for targeted jobs.
  - Workshops, correspondence courses, home studies, customized courses, study guides, etc. associated with skills tests will be available to assist employees with their Internal Job/Career Development Plan.
4. Educational Assistance training under this Program will address vocational, personal, and general skills *that are ineligible for consideration under the AT&T Tuition Aid Policy*. Coursework that enhances employability (including courses that can be used inside or outside the Company) will be approved under educational assistance.
  - a. All such training will be taken at an accredited *and PARTNERSHIP board* approved institution.

Tuition, textbooks, and fees for approved coursework will be reimbursed to the employee after successful course completion provided the employee meets all applicable administrative requirements.
  - b. Successful completion by an employee of any training or course pursuant to such Program will be taken into account when considering the employee for an upgrade or transfer.
5. Career Transitions services are designed for employees declared surplus or surplus-affected. Such employees are eligible to participate in Program services defined in 24.03 as well as 24.05.

#### **24.04 Future Technological Change.**

A. Old Work Environment to New Work Environment: An employee who is in an organization which has been identified by the Company as being affected by a future technological change which will have immediate and significant impact on an incumbent's job responsibilities will receive, on Company time, information on these technological changes as well as general information on the skills and training requirements of the new environment. An employee who does not desire to go to the new environment will be treated as outlined in 13.03C3.

1. In accordance with 12.02E, eligible incumbents will receive Company sponsored job-specific training.
2. Incumbents who successfully complete the job-specific training will be eligible for immediate transfer to the new environment.
3. If work exists in the "old" environment, incumbents who do not successfully complete training will be retained in title and be provided supplemental training, on Company time, for a maximum of 6 months or until the old work has been exhausted, whichever is less. Such supplemental training will be designed to help incumbents understand the subject matter of the training.

Incumbents who are assigned the supplemental training will be afforded the opportunity to successfully complete the job-specific training within the 6 months period. Incumbents may retake the entire training or the appropriate modules that were not initially successfully completed.

Incumbents who successfully complete the job-specific training during the 6 months period will become eligible for immediate transfer to the new work environment. Incumbents who do not successfully complete the job-

specific training during this period will receive treatment at the appropriate time under Article 7.

4. If work in the “old” environment does not exist, incumbents who do not successfully complete training will be offered supplemental training, on Company time, to prepare them to repeat the training. Generally, such supplemental training will immediately follow the initial training and will be conducted under the auspices of the Employment Security PARTNERSHIP. This supplemental training will not extend beyond 3 weeks or one-half the duration of the initial training, whichever is less. At the completion of the supplemental training, such incumbents will be afforded the opportunity to retake the entire job-specific training or the appropriate modules that were not initially successfully completed.

Incumbents who successfully complete the job-specific training will be eligible for immediate transfer to the new work environment. Incumbents who do not successfully complete the second training will receive treatment at the appropriate time under Article 7.

5. Incumbents who do not successfully complete the initial training and who choose not to accept the supplemental training will receive treatment at the appropriate time under Article 7.
  6. All costs associated with the supplemental training as well as all cost(s) for administration of the second training class will be charged to the Employment Security PARTNERSHIP Account as describe in 24.01D1g.
- B. Announced Surplus Condition: Employees within an organization who have been identified by the Company (based on, but not limited to, input from the Technological Change Committee) as being part of an announced future surplus condition will be eligible to receive an overview, on company time, which will provide information on the following:

1. Career Counseling and Assessment (24.03B2)
2. Internal Job/Career Development Plan (24.03B3)
3. Educational Assistance (24.03B4)
4. Career Transitions (24.03B5 or 24.05C1, as appropriate)
5. General job skill needs of the Company

**24.05 Career Transitions/ External Opportunities.**

- A. Definition: The Career Transitions component of the Employment Security PARTNERSHIP provides additional services to employees affected by surplus displacement.
- B. Eligibility: Employees eligible to participate in the services provided under Career Transitions (24.05) include regular full-time and regular part-time employees who, because of their seniority, will be affected by a formal declaration of surplus made by the Company (as described in 7.01A).
- C. Program Components: Career Transitions consists of several components, each aimed at meeting the needs of surplus and surplus-affected employees. The components are:
  1. A Career Transitions Orientation provided jointly by the Union and Company will be held on Company time. Information will be presented on Article 24 as follows:
    - a. PARTNERSHIP program components (as described in 24.03B3, 4 and 5)
    - b. Career Transitions Counseling and Assessment
    - c. An overview of PARTNERSHIP Job Bank
    - d. General job skill needs of the CompanyInformation will also be provided, as it applies to affected employees, on the provisions of Articles 7, 8, 12.02E and 13.03C.
  2. A Career Transitions Counseling and Assessment session is available on a voluntary basis on company time by professional career counselors associated with the

PARTNERSHIP Program. This counseling and assessment will provide advice and assistance in establishing a plan for career development.

3. Access to the PARTNERSHIP Job Bank: When a regular full-time surplus or surplus affected employee has been processed through Article 7 and is to be laid off, the employee may elect to take their termination allowance incrementally (in bi-weekly payments, based on the title held) by participating in the PARTNERSHIP Job Bank for a designated period of time as described in 24.05D below.

D. PARTNERSHIP Job Bank.

1. Definition: Job Bank participants are retained on the Company payroll while receiving their termination allowance and accruing seniority. Seniority for the determination of Job Bank eligibility and subsequent termination pay will be as of the date the employee enters the Job Bank. For surplus employees, vacation time will be taken, or the employee will be paid in lieu of his/her unused vacation, as if he/she had worked the entire calendar year, prior to entry into the Job Bank. For other employees entering the Job Bank vacation time will be taken, or the employee will be paid in lieu of his/her vacation, based on the accrual schedule in Section 5.09C, prior to entry into the Job Bank. Vacation time will not accrue as a result of employee's election to participate in the Job Bank.
2. Eligibility: Regular full-time and regular part-time employees scheduled to be laid off under the provisions of Article 7 may elect to participate in the PARTNERSHIP Job Bank and remain in the Job Bank until the completion of Career Transitions Counseling and Assessment plus the following:

| CONDITION  | WEEKS OF ELIGIBILITY   |  |
|--|--|--|
| <ul style="list-style-type: none"> <li>Regular full-time and regular part-time employees with at least 6 months of service but less than 5 years of service, who are to be laid off under the provisions of Article 7.</li> <li>Permanently medically restricted employee as identified in Article 8.05A.</li> </ul> | <p style="text-align: center;">2 WEEKS*</p> <p>*An employee who has six months or more service but less than one year of service, at the time of entering the PARTNERSHIP Job Bank (PJB), and is receiving one week of termination pay will be eligible for two weeks in the PJB. One of the weeks in the PJB with pay (receipt of term pay) and one week without pay.</p> |  |
| <ul style="list-style-type: none"> <li>Regular full-time and regular part-time employees with 5 or more years of service who are to be laid off under the provisions of Article 7.</li> <li>Permanently medically restricted employee as identified in Article 8.05A.</li> </ul>                                     | YEARS SVC.<br>5-6<br>7<br>8<br>9<br>10<br>11<br>12<br>13<br>14<br>15<br>16<br>17<br>18<br>19<br>20<br>21<br>22<br>23<br>24<br>25<br>26<br>27<br>28<br>29+  | WEEKS ELIG.<br>4<br>5<br>6<br>7<br>8<br>10<br>12<br>14<br>16<br>18<br>20<br>22<br>24<br>26<br>28<br>30<br>32<br>34<br>35<br>36<br>37<br>38<br>39<br>52 |

3. Services for job opportunities available while in Job Bank include:
  - a. Internal Job Placement: the Job Bank participant will be tested to identify abilities, skills, and interests to perform jobs in BellSouth as well as general occupations outside the corporation. The results of the assessment will be used in Career Transitions Counseling to establish an Internal Job/Career Development Plan (24.03B3) and/or external career plan. Upon creation of a career plan the following will be available:
    - 1) A Job Bank participant can receive up to a maximum of 6 weeks of training, on their own time, while still in the Job Bank for higher or lower rated jobs. Such training would assist in preparation for threshold requirements and would be included in his/her educational assistance allotment of \$2,500.
  - b. Temporary Job Placement: Job Bank participants may be voluntarily assigned available temporary work while in the Job Bank.
    - 1) The Job Bank participant may voluntarily identify, in priority order, the types of assignments and locations of his/her preference, and may be assigned to work based on his/her skills and assignment requests in order of seniority. The Career Transitions Counseling and the Internal Job/Career Development Plan are available to assist in identification of skills. Staffing will give preference to Job Bank employees whose exchange of reporting is within 35 miles of the work assignment.

- 2) If a Job Bank participant is assigned to a temporary position the following will apply:
- Once an employee begins an assignment, he/she will continue in that assignment until it is completed (provided the employee can satisfactorily perform the job), or the employee is selected to fill a vacancy, or the employee enters a qualified training program, or participation in the Job Bank is terminated. Should such an assignment extend beyond an employee's normal eligibility, the Company at its option can suspend the clock for the balance of the assignment for a maximum of 120 days.
  - Should the employee perform temporary work at a higher wage scale than was held when he/she entered the Program, the employee will be paid a differential while working in the assignment as described in 4.07H1. At the Company's option, the employee can remain in the assignment for the duration of Program eligibility but will not receive an acting title while performing the temporary work.
  - An employee who remains on the same temporary assignment after six months on the job may take up to 1 week of time off from the temporary job. This time will be counted toward Job Bank eligibility, and the employee will continue to be paid from his/her termination pay.
  - Employees may be temporarily transferred on a voluntary basis, in order of seniority, to a location outside the exchange where they normally report, and will be paid travel and living expenses as provided for in the Agreement.

- c. Outplacement Services, (ex: résumé assistance, workshops on topics such as job search skills and training/career development opportunities, subsequent counseling, as needed.)
4. Benefits associated with participation in PARTNERSHIP Job Bank
- a. Continuation of benefits (as described in Article 19), with termination allowance received in bi-weekly payments.
  - b. Continued union membership.
  - c. Regular full-time participants will be eligible to participate in Educational Assistance as described in 24.03B4 above. \$2,500 for such training including tuition, required books, and required materials for coursework approved while in the Program will be available. The \$2,500 will remain available up to 2 years beyond the date of termination of employment provided the employee completes their full Job Bank eligibility. Reimbursement for any such expenses will be made to the participant after successful course completion. This amount will not be deducted from termination pay at the end of the Job Bank eligibility.
  - d. Priority consideration for equal or lower level vacancies within their home state in AT&T Billing Southeast, LLC.
    - 1) All requests will be canceled if an employee is selected to fill a regular full-time vacancy, leaves the Job Bank, or is laid off. Laid off employees may submit requests under the provisions of 7.02.
    - 2) Selections will be based on the normal selection procedures as described in the Agreement, except that Job Bank participants will be given priority consideration for existing equal or lower level vacancies in their home state in AT&T Billing

Southeast, LLC, after employees with mandatory return from leave rights and along with employees to be considered under the provisions of 7.01C.

- 3) A Job Bank participant selected for a vacancy which has a report date later than the last day of Job Bank eligibility may elect to take a departmental or personal leave of absence from the last day of eligibility until the report date. In no event can the leave of absence exceed 90 days.
- 4) Relocation expenses for Job Bank participants selected to fill intra- or inter- company vacancies requiring relocation will be paid according to the provisions of 9.01B of the Agreement.
5. After the eligibility time of an employee has been exhausted, or if such employee elects to terminate participation in Job Bank, the employee will be laid off. A laid off employee who participated in the Career Transitions Counseling and Assessment component of the Program will continue to have access to the PARTNERSHIP office as long as the laid off employee maintains transfer requests as described in 7.02.

The termination allowance from which the employee receives bi-weekly payments while in the Job Bank will be adjusted as follows:

- a. For each day in a work assignment (24.05D3b) or while in the Career Transitions Counseling and Assessment, nothing will be subtracted from the termination allowance.
- b. For each day in Job Bank in which the participant is not in Career Transitions Counseling and Assessment or on a work assignment, an amount equivalent to a full day's pay, excluding any general wage increase or progression increase occurring while in the Job Bank, will be subtracted from the termination allowance.

Any remaining balance will be paid to the employee at the time he/she exits the Job Bank.

- c. A Job Bank participant selected for a vacancy will be paid a lump sum in lieu of any general wage increase or progression increase that occurred while in the Job Bank at the time he/she exits the Job Bank. Any future termination allowance will be adjusted by this lump sum amount.

## **ARTICLE 25**

### **PAYROLL DUES DEDUCTION AND UNION SECURITY**

#### **25.01 Payroll Dues Deduction.**

The Company agrees to make collection of Union dues or an amount equal thereto from any eligible employee through payroll deduction upon the order in writing signed by such employee and to pay over the amount thus deducted to the Union. The Company will continue to make such payroll deductions for employees who have properly executed dues deduction cards on file. Except as provided below, or as provided in the Memorandum of Understanding between the parties, or as otherwise provided by applicable law, all cards may only be revoked during the 10 day period preceding the expiration date of this Agreement and the same 10 day period each year during the life of this Agreement.

- A. Cancellations by employees of such written authorization for payroll deductions must be in writing and the Company agrees to notify the Union forthwith of the receipt of any such written cancellations.
- B. Such cancellation requests must be sent individually by certified mail to the Payroll Office Manager with a copy to the Union, postmarked during one of the 10 day periods described in 25.01 above. The Company shall cease such deductions the month after the receipt by the Company of the certified notice.

- C. The Union may, by written notice (over the signature of its Secretary) given to the Company, terminate, with respect to any employee, the obligation and right of the Company to make such deductions. The Company shall give notice of such termination to the employee.
- D. Cancellation of such dues deductions will be made by the Company on the transfer or promotion of an employee to an ineligible position effective the first payroll period following the transfer or promotion and will notify the Union of such cancellation.
- E. Authorization cards which by their terms are revocable at will are not subject to the 10 day revocation periods referred to in 25.01 above.

**25.02 Dues Requirements.**

Each employee who is a member of the Union or who is obligated to tender to the Union amounts equal to periodic dues on the effective date of this Agreement, or who later becomes a member, and all employees entering into the bargaining unit on or after the effective date of this Agreement, shall, as a condition of employment, pay or tender to the Union amounts equal to the periodic dues applicable to members for the period from such effective date or, in the case of employees entering into the bargaining unit after the effective date on or after the thirtieth day of such entrance, whichever of these dates is later, until the termination of this Agreement. (For the purpose of this article, "employee" shall mean any person entering into the bargaining unit except an occasional employee.)

**25.03 Effective Dates for Dues Collection.**

Each employee who is a member of the bargaining unit on or before the effective date of this Agreement and who on the effective date of this Agreement was not required as a condition of employment to pay or tender to the Union amounts equal to the periodic dues applicable to members, shall, as a condition of employment, pay or tender to the Union amounts equal to the

periodic dues applicable to members for the period beginning 30 days after the effective date of this Agreement until the termination of this Agreement.

**25.04 Movement In and Out of Bargaining Unit.**

The condition of employment specified above shall not apply during periods of formal separation from the bargaining unit by any such employee but shall reapply to such employee on the thirtieth day following his/her return to the bargaining unit. The term "formal separation" includes transfers out of the bargaining unit, removal from the payroll of the Company, and leaves of absence of more than one month duration.

**25.05 Application Under the Law**

Sections 25.02 and 25.03 shall apply only in those States where the law permits the Union to enter into this type of Union security agreement. If during the term of this contract the Union shall become duly authorized under the laws of any other State to enter into this type of Union security agreement, the effective date of this Article as to employees in such State shall be the date upon which the Company receives proper written evidence from the Union that it is fully qualified to enter into such an agreement in such State.

**25.06 COPE Payroll Deduction.**

The Company agrees to make collection of CWA-COPE-PAC payments of any bargaining unit employee through payroll deduction upon the order in writing, signed by such employee, and to pay over the amount thus deducted to the CWA-COPE-PAC.

**25.07 Union Dues Deduction Agreement.**

In addition to this section of the Agreement, the parties have concurrently executed a separate Union Dues Deduction Agreement.

**ARTICLE 26**  
**ABSENCES FOR UNION DUTIES**

**26.01 Excused Time for Union Duty.**

Subject to limitations expressed below, employees who are elected or appointed to an office or committee in or for the Local, District or National Union and who are certified in writing to the Company by the Vice President or the Executive Board of the Union as having to be absent from their regular Company work for the proper performance of their lawful duties to the Union in connection with such office or committee shall be excused without pay for periods not exceeding, in the total, 120 work days in any calendar year provided that such absences shall not exceed 30 consecutive days in any 1 period. However, for Union officers as identified and limited by 17.01C the 120 work days (150 for Local Presidents) may be increased to a maximum of 150 work days (180 for Local Presidents) upon approval at the Company bargaining level. Except for unforeseen situations, a Local officer shall notify the immediate supervisor of the employee to be released when such absence is to begin and for what period the employee expects to be absent. The status of employees absent for such duties shall be the same, including seniority, as for other employees excused from Company duties for personal reasons not in excess of 30 consecutive days at any one period.

The excusal of employees from Company duty to perform Union duties shall not be followed to the extent of withdrawing adequate protection of telephone service in any department or locality.

**26.02 Union Leave of Absence.**

Employees whose Union duties require their absence from Company work for a period, or periods, in excess of those set out in 26.01 shall apply to the Company for a leave of absence without pay, and the Company shall grant such leave of absence for a reasonable period not to exceed one year. Employees that exceed the limits set in Article 26.01 and who do not request a formal leave will automatically be placed on an unpaid Union

Leave of Absence. Leaves of absence granted pursuant to this Article shall be subject to the conditions hereinafter stated in 26.03.

- A. Requests for leaves of absence shall be made in writing by the employee and the Vice President of the Union or his/her delegated representative, with the request being directed to the Executive Director of Labor Relations of the Company at least 30 days before such leave is to begin.
- B. Requests for such leaves of absence shall be acted upon promptly by the Company.
- C. Employees who exceed the limits of 26.01 and are automatically placed on a Union leave will be notified. These leaves may be retroactive to the date when the time limits specified in 26.01 were exceeded.

### **26.03 Conditions of Leaves of Absence.**

Leaves of absence granted under the terms of 26.02 are subject to these conditions.

- A. The period of an employee's absence on such leave shall be included in determining such employee's seniority with the Company. However, for the purpose of determining the length of service upon which such employee's wage progression is based, such employee shall be given credit for only the first 30 days of the first leave of absence granted such employee. When the employee returns from leave, his/her wage progression, if determined in accordance with an automatic wage scale, shall be accelerated by reducing the normal intervals between increases by one-half until the employee shall have attained his/her position on his/her wage scale commensurate with his/her length of service had he/she not been on leave of absence.
- B. During the period of such employee's leave of absence, such employee's qualified dependent, or dependents shall retain eligibility to Sickness-Death Benefits. The employee may continue coverage under the applicable Company medical

plan when employed by CWA or when elected or appointed to a CWA office within a Local Union (coverage elected under any CWA plan will be at CWA's or the employee's expense). The employee may continue his/her own coverage under the AT&T Dental Plan and the AT&T Vision Plan by individual payment of the full amount of appropriate payment.

- C. Employees who return to Company duty at the expiration of such leaves of absence shall be placed on the payroll at the rate received when such absence was granted, adjusted for any changes in wage level made during the period of such leave of absence. In the event such leave of absence has expired and such employee desires to, and is otherwise entitled to, resume employment with the Company, but at the time of such expiration such employee is unable to perform the required Company duties because of sickness, such employee shall nevertheless be re-employed, and in determining the eligibility of such employee to sickness payments the first day of such re-employment shall be considered as such employee's first day of absence because of sickness.
- D. Such leave of absence for an employee shall be terminated at his/her request prior to the expiration of such leave of absence only in case the employee is able to perform on a full-time basis the Company duties required of such employee. The term "full-time basis" as used in the preceding sentence shall not be construed to deny to such employee incidental participation in Union matters without pay if excused by the Company for such purposes. An employee requesting to return from Union leave under this paragraph shall give his/her supervisor reasonable notice.
- E. The termination of this Agreement by either party shall not affect the leave status or re-employment rights of an employee who is on leave of absence granted under 26.02.
- F. Notwithstanding the provisions of 21.02, employees on such leaves of absence shall not be entitled to receive from the Company any pay or compensation for time consumed in

meetings with Management, or necessarily consumed in traveling to and from such meetings.

#### **26.04 Limitations of Union Leaves.**

In the event the Company is of the opinion that the duties being performed by an employee are not within the intent of this Article, the Company shall notify the employee and the Union and allow the employee an opportunity to cease such duties.

### **ARTICLE 27**

#### **DISTRIBUTION OF AGREEMENT**

##### **27.01 Distribution to Employees.**

The Company shall have this Agreement printed in a union shop and distributed to all of its present employees and shall hand a copy to all employees when they begin work with the Company.

### **ARTICLE 28**

#### **RESPONSIBLE UNION-COMPANY RELATIONSHIP**

The Company and the Union recognize it is in the best interests of both parties, employees and the public that all dealings between them continue to be characterized by mutual responsibility and respect. To ensure this relationship continues and improves, both parties agree that their respective representatives at all levels will apply the terms of this Agreement in accord with its intent and meaning and consistent with the Union's status as exclusive bargaining representative of all employees in the unit.

Each party shall bring to the attention of all employees in the unit their purpose to conduct themselves in a spirit of responsibility and respect and of the measures they have agreed upon to ensure adherence to this purpose.

This Agreement recognizes the heritage of our responsible relationship which began in the 1960's and has been improved upon throughout the

subsequent years. We recognize that the labor relationship builds upon our past but looks to the future as well.

The long-term success of the Company and the Union are interrelated and dependent upon our meeting the needs of our customers. The Union, through its membership, has a vital role in the overall success of the Company's operations. Consequently, each party shall participate in the open exchange of information to the fullest extent possible. The Company must continually improve efficiency in order to ensure our ability to be competitive in the marketplace and to prosper. The Union must play an essential role in sharing in the achievement of these goals.

Organizational and technological innovations are necessary and inevitable. We believe that every employee has both the ability and responsibility to contribute to the goals of the organization - in return, the Company will treat every employee with dignity and respect.

Both parties have the responsibility to assure this improving relationship exists, is endorsed and communicated throughout all levels of the Company and the Union.

## **ARTICLE 29**

### **APPLICATION, EXCLUSIONS AND AMENDMENTS**

#### **29.01 Application.**

This Agreement applies to all regular and temporary employees of the Company within the bargaining unit, but applies to occasional employees only to the extent and with the limitations expressed in 29.02.

#### **29.02 Occasional Employees.**

The following provisions of this Agreement are not applicable to occasional employees: Articles 3; 4, except 4.01D, 4.01J, 4.01L, 4.02A, 4.02B, 4.03B, 4.04A, 4.04B, 4.04D, and 4.07; 5; 6; 7 (except separation of occasionals); 8; 9 (except 9.03); 10; 11; 12; 13; 14; 15; 16; 19; 25; and 26.

**29.03 Amendments.**

Any provisions of this Agreement may be amended, modified or supplemented at any time by mutual consent of the parties hereto, without in any way affecting any of the other provisions of this Agreement.

**ARTICLE 30  
NON-DISCRIMINATION****30.01 Company Responsibilities.**

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

**30.02 Union Responsibilities.**

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

**30.03 Non-Discrimination Clause.**

In a desire to restate their respective policies, neither the Company nor the Union shall discriminate against any employee because of such employee's race, color, religion, sex, sexual orientation, national origin, age, disability, creed, gender, gender identity, marital status, military status, citizenship status, veteran status, or any other protected characteristic.

**30.04 Effect on Employment.**

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

**ARTICLE 31  
DURATION OF AGREEMENT**

**31.01 Life of Agreement.**

This Agreement shall be effective as of August ~~4~~, 2019 and shall continue in full force and effect until its termination at 11:59 p.m. (eastern time), August 3, 2024.

IN WITNESS WHEREOF, Communications Workers of America and AT&T Billing Southeast, LLC have caused this Agreement to be executed by their respective officers and agents thereunto duly authorized, all as of the day first above written.

COMMUNICATIONS  
WORKERS OF AMERICA

AT&T BILLING  
SOUTHEAST, LLC

Richard Honeycutt  
Vice President

Diane Bradley  
Vice President  
Labor Relations

ATTEST:

ATTEST:

Nick Hawkins  
Assistant to the Vice President

Claudia Owens  
Director  
Labor Relations

## TITLES AND WAGE SCALE ASSIGNMENTS

The following listing is intended to show current titles and wage scale assignments.

| Wage Scale | Title                     |
|------------|---------------------------|
| 16         | Accounting Assistant      |
| 18         | Accounting Specialist (1) |
| 10         | Processing Assistant      |

(1) These titles are normally filled through promotions from within.

Appendix A  
Part II

**EXCHANGES AND ZONE CLASSIFICATIONS**

| <b>EXCHANGE</b> | <b>ZONE</b> | <b>EXCHANGE</b> | <b>ZONE</b> | <b>EXCHANGE</b> | <b>ZONE</b> |
|-----------------|-------------|-----------------|-------------|-----------------|-------------|
| <b>ALABAMA</b>  |             | Eufaula         | C           | Marion          | C           |
| Alabaster       | A           | Eutaw           | C           | McIntosh        | C           |
| Albertville     | C           | Evergreen       | C           | Mobile          | C           |
| Alexander City  | C           | Fairhope        | C           | Montevallo      | C           |
| Anniston        | C           | Flomaton        | C           | Montgomery      | C           |
| Athens          | C           | Florence        | C           | Moulton         | C           |
| Attalla         | C           | Ft. Deposit     | C           | Munford         | C           |
| Auburn          | C           | Fort Mitchell   | C           | Mt. Vernon      | C           |
| Bay Minette     | C           | Ft. Payne       | C           | Ohatchee        | C           |
| Belle Fontaine  | C           | Gadsden         | C           | Opelika         | C           |
| Bessemer        | A           | Gardendale      | A           | Parrish         | C           |
| Birmingham      | A           | Goodwater       | -           | Phenix City     | C           |
| Boaz            | C           | Graysville      | A           | Piedmont        | C           |
| Brewton         | C           | Greensboro      | C           | Pinson          | A           |
| Bridgeport      | C           | Guntersville    | C           | Prattville      | C           |
| Calera          | C           | Gurley          | C           | Red Bay         | C           |
| Carbon Hill     | C           | Hanceville      | C           | Rogersville     | C           |
| Centreville     | C           | Hartselle       | C           | Russellville    | C           |
| Chelsea         | A           | Hazelgreen      | C           | Selma           | C           |
| Childersburg    | C           | Holtville       | C           | Sheffield       | C           |
| Citronelle      | C           | Huntsville      | C           | Stevenson       | C           |
| Clanton         | C           | Hurtsboro       | C           | Sylacauga       | C           |
| Clayton         | C           | Jackson         | C           | Talladega       | C           |
| Columbiana      | C           | Jacksonville    | C           | Thomasville     | C           |
| Cordova         | C           | Jasper          | C           | Town Creek      | C           |
| Courtland       | C           | Killen          | C           | Troy            | C           |
| Cullman         | C           | LaFayette       | C           | Tuscaloosa      | C           |
| Dadeville       | C           | Leighton        | C           | Tuskegee        | C           |
| Decatur         | C           | Lexington       | C           | Uniontown       | C           |
| Demopolis       | C           | Linden          | C           | Vincent         | C           |
| Dora            | C           | Livingston      | C           | Warrior         | C           |
| Dothan          | C           | Madison         | C           | West Blocton    | C           |
| Elbow Gap*      | C           | Maplesville     | C           | Wetumpka        | C           |
|                 |             |                 |             | York            | C           |

\*Headquarters locations (Other than Company exchange)

## **FAMILY OF SKILLS**

Employees in Wage Scales 10, 16 and 18 will be grouped with the most junior people in their Wage Scale, then with the most junior people in Wage Scales below them.

**AT&T BILLING SOUTHEAST, LLC.  
WAGE SCALE 10  
TITLES**

Processing Assistant

Weekly Wage Rates

| Wage Length of Service | Start | End of 6 <sup>th</sup><br>Month | End of 12 <sup>th</sup><br>Month | End of 18 <sup>th</sup><br>Month | End of 24 <sup>th</sup><br>Month | End of 30 <sup>th</sup><br>Month | End of 36 <sup>th</sup><br>Month | End of 42 <sup>nd</sup><br>Month | End of 48 <sup>th</sup><br>Month |
|------------------------|-------|---------------------------------|----------------------------------|----------------------------------|----------------------------------|----------------------------------|----------------------------------|----------------------------------|----------------------------------|
|------------------------|-------|---------------------------------|----------------------------------|----------------------------------|----------------------------------|----------------------------------|----------------------------------|----------------------------------|----------------------------------|

**Zone A / Wage Area I**

|           |        |        |        |        |        |        |        |         |         |
|-----------|--------|--------|--------|--------|--------|--------|--------|---------|---------|
| 10/1/2019 | 499.50 | 551.50 | 609.00 | 672.00 | 742.00 | 819.00 | 904.00 | 998.00  | 1102.00 |
| 9/6/2020  | 499.50 | 553.50 | 613.50 | 679.50 | 753.00 | 834.50 | 924.50 | 1024.50 | 1135.00 |
| 9/5/2021  | 499.50 | 555.00 | 616.50 | 685.00 | 761.50 | 846.00 | 940.00 | 1044.50 | 1160.50 |
| 9/4/2022  | 499.50 | 556.50 | 620.00 | 691.00 | 770.00 | 858.00 | 955.50 | 1065.00 | 1186.50 |
| 9/3/2023  | 499.50 | 558.50 | 624.50 | 698.00 | 780.50 | 872.50 | 975.50 | 1090.50 | 1219.00 |

**Zone B / Wage Area II**

|           |        |        |        |        |        |        |        |         |         |
|-----------|--------|--------|--------|--------|--------|--------|--------|---------|---------|
| 10/1/2019 | 449.50 | 501.50 | 559.00 | 623.50 | 695.50 | 775.50 | 864.50 | 964.50  | 1075.50 |
| 9/6/2020  | 449.50 | 503.00 | 563.00 | 630.50 | 705.50 | 790.00 | 884.50 | 990.00  | 1108.00 |
| 9/5/2021  | 449.50 | 504.50 | 566.50 | 636.00 | 713.50 | 801.00 | 899.00 | 1009.50 | 1133.00 |
| 9/4/2022  | 449.50 | 506.00 | 569.50 | 641.00 | 721.50 | 812.50 | 914.50 | 1029.00 | 1158.50 |
| 9/3/2023  | 449.50 | 507.50 | 573.50 | 647.50 | 731.50 | 826.00 | 933.00 | 1054.00 | 1190.50 |

**Zone C**

|           |        |        |        |        |        |        |        |         |         |
|-----------|--------|--------|--------|--------|--------|--------|--------|---------|---------|
| 10/1/2019 | 405.00 | 457.50 | 516.50 | 583.50 | 659.00 | 744.00 | 840.50 | 949.00  | 1072.00 |
| 9/6/2020  | 405.50 | 459.00 | 520.50 | 590.00 | 668.50 | 758.00 | 859.00 | 974.00  | 1104.00 |
| 9/5/2021  | 405.50 | 460.50 | 523.50 | 595.00 | 676.00 | 768.50 | 873.50 | 993.00  | 1129.00 |
| 9/4/2022  | 405.50 | 461.50 | 526.00 | 600.00 | 684.00 | 779.50 | 888.50 | 1013.00 | 1154.50 |
| 9/3/2023  | 405.50 | 463.00 | 530.00 | 606.00 | 693.00 | 792.50 | 906.50 | 1037.00 | 1186.00 |

Pension Band

Zone A / Wage Area I – 106

Zone B / Wage Area II – 106

Zone C - 105

**AT&T BILLING SOUTHEAST, LLC  
 WAGE SCALE 16  
 TITLES**

Accounting Assistant

Weekly Wage Rates

| Wage Length of Service       | Start  | End of 6 <sup>th</sup><br>Month | End of 12 <sup>th</sup><br>Month | End of 18 <sup>th</sup><br>Month | End of 24 <sup>th</sup><br>Month | End of 30 <sup>th</sup><br>Month | End of 36 <sup>th</sup><br>Month | End of 42 <sup>nd</sup><br>Month | End of 48 <sup>th</sup><br>Month |
|------------------------------|--------|---------------------------------|----------------------------------|----------------------------------|----------------------------------|----------------------------------|----------------------------------|----------------------------------|----------------------------------|
| <b>Zone A / Wage Area I</b>  |        |                                 |                                  |                                  |                                  |                                  |                                  |                                  |                                  |
| 10/1/2019                    | 581.50 | 636.00                          | 695.00                           | 760.00                           | 831.00                           | 909.00                           | 993.50                           | 1086.50                          | 1188.00                          |
| 9/6/2020                     | 581.50 | 638.00                          | 700.50                           | 768.50                           | 843.50                           | 925.50                           | 1016.00                          | 1115.00                          | 1223.50                          |
| 9/5/2021                     | 581.50 | 640.00                          | 704.00                           | 775.00                           | 853.00                           | 938.50                           | 1033.00                          | 1137.00                          | 1251.00                          |
| 9/4/2022                     | 581.50 | 641.50                          | 708.00                           | 781.50                           | 862.50                           | 951.50                           | 1050.00                          | 1159.00                          | 1279.00                          |
| 9/3/2023                     | 581.50 | 644.00                          | 713.00                           | 789.50                           | 874.00                           | 968.00                           | 1071.50                          | 1186.50                          | 1314.00                          |
| <b>Zone B / Wage Area II</b> |        |                                 |                                  |                                  |                                  |                                  |                                  |                                  |                                  |
| 10/1/2019                    | 522.00 | 577.50                          | 638.50                           | 706.00                           | 780.50                           | 863.50                           | 954.50                           | 1055.50                          | 1167.50                          |
| 9/6/2020                     | 522.00 | 579.50                          | 643.00                           | 714.00                           | 792.50                           | 879.50                           | 976.00                           | 1083.50                          | 1202.50                          |
| 9/5/2021                     | 522.00 | 581.00                          | 646.50                           | 720.00                           | 801.00                           | 891.50                           | 992.50                           | 1104.50                          | 1229.50                          |
| 9/4/2022                     | 522.00 | 582.50                          | 650.50                           | 726.00                           | 810.00                           | 904.00                           | 1009.00                          | 1126.00                          | 1257.00                          |
| 9/3/2023                     | 522.00 | 584.50                          | 654.50                           | 733.00                           | 821.00                           | 919.50                           | 1030.00                          | 1153.00                          | 1291.50                          |
| <b>Zone C</b>                |        |                                 |                                  |                                  |                                  |                                  |                                  |                                  |                                  |
| 10/1/2019                    | 470.00 | 526.00                          | 589.00                           | 659.50                           | 738.50                           | 827.00                           | 926.00                           | 1036.50                          | 1160.50                          |
| 9/6/2020                     | 470.00 | 528.00                          | 593.50                           | 667.00                           | 749.50                           | 842.50                           | 946.50                           | 1064.00                          | 1195.50                          |
| 9/5/2021                     | 470.00 | 529.50                          | 597.00                           | 672.50                           | 758.00                           | 854.00                           | 962.50                           | 1085.00                          | 1222.50                          |
| 9/4/2022                     | 470.00 | 531.00                          | 600.00                           | 678.50                           | 766.50                           | 866.00                           | 979.00                           | 1106.00                          | 1250.00                          |
| 9/3/2023                     | 470.00 | 533.00                          | 604.50                           | 685.00                           | 777.00                           | 881.00                           | 999.00                           | 1133.00                          | 1284.50                          |

Pension Band

Zone A / Wage Area I – 108

Zone B / Wage Area II – 108

Zone C - 108

**AT&T BILLING SOUTHEAST, LLC.  
WAGE SCALE 18  
TITLES**

Accounting Specialist

Weekly Wage Rates

| Wage Length of Service       | Start  | End of 6 <sup>th</sup> Month | End of 12 <sup>th</sup> Month | End of 18 <sup>th</sup> Month | End of 24 <sup>th</sup> Month | End of 30 <sup>th</sup> Month | End of 36 <sup>th</sup> Month | End of 42 <sup>nd</sup> Month | End of 48 <sup>th</sup> Month |
|------------------------------|--------|------------------------------|-------------------------------|-------------------------------|-------------------------------|-------------------------------|-------------------------------|-------------------------------|-------------------------------|
| <b>Zone A / Wage Area I</b>  |        |                              |                               |                               |                               |                               |                               |                               |                               |
| 10/1/2019                    | 588.50 | 644.50                       | 706.00                        | 773.00                        | 846.50                        | 927.00                        | 1015.50                       | 1112.00                       | 1218.00                       |
| 9/6/2020                     | 588.50 | 647.00                       | 711.00                        | 781.50                        | 859.00                        | 944.50                        | 1038.00                       | 1141.00                       | 1254.50                       |
| 9/5/2021                     | 588.50 | 648.50                       | 715.00                        | 788.00                        | 869.00                        | 957.50                        | 1055.50                       | 1163.50                       | 1282.50                       |
| 9/4/2022                     | 588.50 | 650.50                       | 719.00                        | 795.00                        | 878.50                        | 971.00                        | 1073.50                       | 1186.50                       | 1311.50                       |
| 9/3/2023                     | 588.50 | 652.50                       | 724.00                        | 803.00                        | 890.50                        | 987.50                        | 1095.50                       | 1215.00                       | 1347.50                       |
| <b>Zone B / Wage Area II</b> |        |                              |                               |                               |                               |                               |                               |                               |                               |
| 10/1/2019                    | 529.50 | 586.50                       | 649.50                        | 719.50                        | 797.00                        | 882.50                        | 977.50                        | 1083.00                       | 1199.50                       |
| 9/6/2020                     | 529.50 | 588.50                       | 654.50                        | 727.50                        | 809.00                        | 899.00                        | 999.50                        | 1111.50                       | 1235.50                       |
| 9/5/2021                     | 529.50 | 590.50                       | 658.00                        | 733.50                        | 818.00                        | 912.00                        | 1016.50                       | 1133.50                       | 1263.50                       |
| 9/4/2022                     | 529.50 | 592.00                       | 662.00                        | 740.00                        | 827.00                        | 924.50                        | 1033.50                       | 1155.50                       | 1292.00                       |
| 9/3/2023                     | 529.50 | 594.00                       | 666.50                        | 747.50                        | 838.50                        | 940.50                        | 1055.00                       | 1183.50                       | 1327.50                       |
| <b>Zone C</b>                |        |                              |                               |                               |                               |                               |                               |                               |                               |
| 10/1/2019                    | 477.00 | 535.00                       | 600.00                        | 673.00                        | 755.00                        | 846.50                        | 949.50                        | 1065.00                       | 1194.50                       |
| 9/6/2020                     | 477.00 | 537.00                       | 604.50                        | 680.50                        | 766.00                        | 862.50                        | 971.00                        | 1093.00                       | 1230.50                       |
| 9/5/2021                     | 477.00 | 538.50                       | 608.00                        | 686.00                        | 774.50                        | 874.50                        | 987.00                        | 1114.50                       | 1258.00                       |
| 9/4/2022                     | 477.00 | 540.00                       | 611.50                        | 692.00                        | 783.50                        | 887.00                        | 1004.00                       | 1136.50                       | 1286.50                       |
| 9/3/2023                     | 477.00 | 542.00                       | 615.50                        | 699.00                        | 794.00                        | 902.00                        | 1024.50                       | 1164.00                       | 1322.00                       |

Pension Band

Zone A / Wage Area I – 109

Zone B / Wage Area II – 109

Zone C - 109

**SOUTHEAST PROGRAM OF THE AT&T PENSION BENEFIT PLAN**

For Employees Hired On or Before August 8, 2009

**MONTHLY PENSION BENEFIT PER YEAR OF SERVICE**

**PENSION BAND AMOUNTS USED TO CALCULATE  
 CASH BALANCE ACCOUNT AND PRE-99 BENEFIT**

| Pension Band*                                      | On or After<br>1/1/2019<br>And Before<br>1/1/2020 | On or After<br>1/1/2020<br>And Before<br>1/1/2021 | On or After<br>1/1/2021<br>And Before<br>1/1/2022 | On or After<br>1/1/2022<br>And Before<br>1/1/2023 | On or After<br>1/1/2023<br>And Before<br>1/1/2024 | On or After<br>1/1/2024 |
|--|---|---|---|---|---|-------------------------|
| 105  | \$44.73   | \$45.18   | \$45.63   | \$46.09   | \$46.55   | \$47.02                 |
| 106  | \$46.37   | \$46.83   | \$47.30   | \$47.77   | \$48.25   | \$48.73                 |
| 108  | \$49.58   | \$50.08   | \$50.58   | \$51.09   | \$51.60   | \$52.12                 |
| 109  | \$51.23   | \$51.74   | \$52.26   | \$52.78   | \$53.31   | \$53.84                 |
| *See Wage Scale and Zone to Determine Pension Band |   |   |   |   |   |                         |

**SOUTHEAST PROGRAM OF THE AT&T PENSION BENEFIT  
PLAN**

For Employees Hired On or Before August 8, 2009  
Instructions to calculate a monthly pension benefit

Cash Balance Account portion

1. All employees hired on or after January 1, 1999 will begin with a \$0 opening balance.
2. Annual Pension Band Credits
  - An annual credit shall be made to the cash balance account that is equal to 60 times the applicable pension band at the end of each plan year. This credit amount will be prorated for terminations prior to the end of the calendar year.
3. Interest Credits
  - The cash balance account shall earn interest at the 30-year Treasury rate (the published rate in November of the preceding year) and will be credited to the accounts at the end of each calendar year. This credit will be prorated for terminations prior to the end of the calendar year.

Pre-99 Benefit portion

1. The accrued benefit will be based on:
  - Pension band at the time of retirement; times
  - Service at December 31, 1998.

Also, the accrued benefit will be:

- Increased with age-based enhancements based on age at retirement
- Decreased with early retirement reductions based on age and service at retirement.

### Optional Forms of Payment

- For service pension retirements, the AT&T Pension Benefit Plan – Southeast Program will permit a lump-sum payment equivalent to the total annuity benefit accrued as a result of service through and including December 31, 1998. The lump sum will be calculated according to the 2009 Benefits Memorandum of Agreement, and the lump sum amount cannot be less than any preceding December 31 lump sum amount, beginning with the lump sum calculated on December 31, 1999.
- For deferred vested pensioners, the prior service annuity benefit will be paid under the options available prior to December 31, 1998.
- For service pension retirements, participants may be paid their cash balance account as a lump sum.
- For deferred vested pensioners who terminate during the period January 1, 2002 through and including December 31, 2003, participants will not be paid their cash balance account as a lump sum.
- For deferred vested pensioners who terminate on and after January 1, 2004, cash balance accounts may be paid as a lump sum to all participants upon termination of employment, regardless of their pension commencement date.

### **BARGAINED CASH BALANCE PROGRAM #2 of the AT&T Pension Benefit Plan**

For employees hired or re-hired after August 8, 2009

Employees hired or re-hired after August 8, 2009 are covered by the Bargained Cash Balance Program #2 (BCB2). Refer to plan document for information.

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## SUCCESS SHARING PLAN

Based on the Union and Company's desire to have employees share in the success of AT&T Inc. (AT&T), the parties agree to a Success Sharing Plan (SSP). Eligible employees may receive annual lump sum cash payments, based on AT&T stock price appreciation and AT&T dividend rate.

### A. Plan Components

#### 1. Success Units

Employees will be awarded 150 success units at the beginning of each award year (October 1, 2019, *October 1, 2020*, *October 1, 2021*, *October 3, 2022*, and *October 2, 2023*). Those success units will only be valid for that award year and will not carryover to the next award year. A success unit is only used as a multiplier in the payout calculation and is not a share of stock nor has any other value.

#### 2. Determining Stock Appreciation Award Value

| Award Year   | Beginning Award Value   | Ending Award Value   |
|--|---|--|
| <b>2020</b><br>(October 1, 2019 to September 30, 2020) | October 1, 2019<br>closing AT&T stock<br>price                          | September 30, 2020<br>closing AT&T stock<br>price                          |
| <b>2021</b><br>(October 1, 2020 to September 30, 2021) | October 1, 2020<br>closing AT&T stock<br>price                          | September 30, 2021<br>closing AT&T stock<br>price                          |
| <b>2022</b><br>(October 1, 2021 to September 30, 2022) | October 1, 2021<br>closing AT&T stock<br>price                          | September 30, 2022<br>closing AT&T stock<br>price                          |
| <b>2023</b><br>(October 3, 2023 to September 29, 2023) | October 3, 2022<br>closing AT&T stock<br>price                          | September 29, 2023<br>closing AT&T stock<br>price                          |
| <b>2024</b><br>(October 2, 2023 to September 30, 2024) | <i>October 2, 2023</i><br><i>closing AT&amp;T stock</i><br><i>price</i> | <i>September 30, 2024</i><br><i>closing AT&amp;T stock</i><br><i>price</i> |

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The stock price used in establishing the award value will be the closing AT&T stock price on the New York Stock Exchange.

The award value will be adjusted proportionally to reflect any stock split.

3. Determining Dividend Rate Value

The dividend rate value will be determined by adding each AT&T declared quarterly dividend during the award year (historically December, March, June and September) and multiplying this total by 150 success units.

4. Payout

Employees will receive a total payout based on the difference between the ending award value and the beginning award value for the award year times 150 success units plus the dividend rate value. For example:

**Stock Appreciation Value:**

Beginning award value – October 1, 2019 closing AT&T stock price \$37.00

Ending award value – September 30, 2020 closing AT&T stock price \$42.00

Payout – \$42 - \$37 = \$5 x 150 success units = \$750.00

**Dividend Rate Value:**

|                                  |                |
|----------------------------------|----------------|
| December 2019 declared dividend  | \$ <b>.50</b>  |
| March 2020 declared dividend     | \$ <b>.50</b>  |
| June 2020 declared dividend      | \$ <b>.50</b>  |
| September 2020 declared dividend | \$ <b>.50</b>  |
| Total Declared Dividend          | \$ <b>2.00</b> |

Dividend Rate Value -  $\$2.00 \times 150$  success units =  $\$300.00$

**Total Award**

\$750.00 stock appreciation value + \$300.00 dividend rate value  
= \$1,050.00

The award payment will be made as soon as practicable after the award year and will normally occur the payday of the last full pay period in November.

**B. Eligibility**

Employees eligible for payments as described above are those regular, temporary and term employees who are on the payroll on both the beginning and ending dates of the award year and who works for a minimum of three (3) months within the award year in a position covered by this Collective Bargaining Agreement. Eligible employees who are on approved leaves of absence, short-term disability absence or partial disability absence and meet the other eligibility requirements on the ending date of the award year shall receive a payment, provided they return to duty on or before December 31 of the year in which the payment is made.

An eligible employee who transfers between AT&T Companies participating in the SSP will be eligible to receive a payout under the terms of the SSP applicable to the employee's current bargaining unit at the time of a payout, so long as the combined service in both AT&T Companies satisfies the above eligibility provisions.

**C. Part-Time Employees**

Eligible part-time employees will receive prorated payments based on their part-time classification (or "part-time equivalent work week") on the ending date of the award year.

D. Benefits Treatment

SSP payments will be recognized as eligible compensation under all benefit plans, as applicable.

E. Taxes, Personal Allotments

Payments are subject to state and local taxes, Federal Income Tax, Social Security Tax, Medicare Tax, and any state disability deductions at the time of payment. Union dues will be deducted. Employees with 401(k) pre-tax elections will not have State or Federal Income Taxes deducted from that portion.

Personal allotments such as United Way contributions will not be made.

F. Dispute Resolution

Company determination under this plan shall be final and binding. The Union may present grievances relating to matters covered by the SSP, but neither the plan nor its administration shall be subject to arbitration.

## **CONTINUOUS BARGAINING COMMITTEE**

The parties agree to maintain the Continuous Bargaining Committee for the duration of this agreement. This committee will build on the structure and joint problem solving methods used in prior sessions. It will meet as needed, by mutual agreement.

The committee will be comprised of six regular members, three Company and three Union, chaired by the respective collective bargaining agents. If mutually agreed, both the Company and the Union may select up to an additional three members in order to best resolve the issues at hand. The Continuous Bargaining Committee may discuss any topic that is a subject of collective bargaining. The parties agree, however, that modifications to the Working Agreement will require the normal method of implementing the changes through Memoranda of Agreement or through ratification. By way of example, such topics could include:

- Issues identified but not resolved during previous formal contract negotiations
- Issues that need to be addressed before the next scheduled contract negotiations
- Proposals from employee participative groups that require negotiation of an agreement
- Establishment of joint task forces, as needed, to develop mutual solutions

The parties affirm that the Continuous Bargaining Committee will conduct its meetings to solve problems and will promote continual improvement in collective bargaining.

## **FLEXIBLE VACATION DAYS**

During bargaining, we had lengthy discussions regarding the need for employees to have more flexibility in taking time off to handle personal obligations. It is the Company's intent to allow the business units the ability to grant more contractual time to be used flexibly when the business allows.

The business unit will determine the number of vacation days that can be used flexibly each year, prior to the vacation selection period. An employee leaving a work group shall be permitted to take the remainder of a partial day on the originally scheduled day. The business unit will provide the guidelines to employees for taking the flexible time.

## **INCENTIVE PLANS**

The Company may implement incentive plans linked to sales, service, productivity and/or other business related standards set by lines of business or business units.

Plans may be designed and implemented for employees or groups of employees based on individual or team results.

The payments may be paid monthly, quarterly, semi-annually or annually. The incentive compensation is subject to state and local taxes, federal income and social security taxes in effect at the time of payment. Personal allotments will not be made. Deductions for Union dues will be made from incentive payments as authorized by the employee and the Union.

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

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

General disputes will be grieved at the Executive Level. Grievances that are not resolved at the Executive Level may be appealed by the Union to full arbitration.

**JOB REVIEW COMMITTEE**

It is hereby agreed that the Joint Job Review Committee will be continued during the term of the Working Agreement. The purpose of this committee is to examine jobs identified by the parties to determine their appropriate placement within or outside the bargaining unit.

## **OVERTIME TRIALS**

During 2001 bargaining, the Company and the Union discussed numerous issues related to overtime. Both parties agree that it is in their best interest to improve the administration of overtime. Accordingly, the Company and the Union agree to nurture innovative grassroots efforts that encourage simplification and easier administration of overtime. Prior to any trial being implemented, the parties at the Executive Level must agree on the trial parameters. Furthermore, agreement on such trials must be reached between the Local President and the Operations Manager prior to implementation.

During the trials, the pay provisions of the Working Agreement will not be altered. Recommendations resulting from such trials will be discussed by the Operations Board.

### **PERSONAL ILLNESS ABSENCE**

This will confirm that in addition to the provisions of Article 6.02A, with regard to one approved disability absence during one of the calendar years *2020, 2021, 2022, 2023* and *2024* an employee who:

- has exhausted the current year maximum paid days of personal illness;
- or will exhaust the current maximum paid days of personal illness leading up to the approved disability;

will be paid for the otherwise unpaid personal illness days leading up to the approved disability subject to the other limits in Article 6.02A as applicable.

## **SERVICE REQUIREMENTS**

During 2001 bargaining, the CWA expressed concern that some managers continue to use the term "service requirements" in administering various sections of the Working Agreement. The CWA felt that some managers were too restrictive in scheduling and granting time off and were incorrectly using service requirements as the reason. The Company and the CWA also discussed the need to continue to provide our customers with excellent service and are fully aware that good customer service is an important competitive advantage to our Company.

The Company recognizes the need for our managers to exercise "service requirements" in a spirit of good faith. While service to our customers is more important than ever, we must carefully consider the needs of our employees and the economical operation of the business before invoking "service requirements".

## **TELECOMMUTING**

The Company and the Union recognize the challenge that each employee faces as workplace demands, career objectives, family needs and personal goals compete for time and attention. Telecommuting is a possible resource to help meet those challenges as well as addressing environmental concerns. In addition, telecommuting affords the Company the opportunity to demonstrate to its current and potential customers the benefits of adopting new and evolving technologies, including remote worker applications.

Telecommuting is an alternative work arrangement that may provide increased flexibility where work content does not require that a particular job function be done totally at a specific job site. The criteria for telecommuting will be developed by the Company and the Union at the Executive Level prior to implementation.

The selections of employees who volunteer for telecommuting opportunities will be by seniority if all criteria qualifications are equal and the necessary qualifications of the individuals are equal. Employees or the Company may opt out of a telecommuting work arrangement after 30 days or immediately in emergency situations.

## NOTES

## NOTES