CALL-OUT

Condition A:  A represented employee participates in a conference call, from their home, outside of their regularly scheduled hours?

Question 1:  Is the employee entitled to a call-out or a "remote" call-out?

Answer 1:  The employee is entitled to receive a "remote" call-out. The key to a "remote" call-out is that it does not result in an on-site job visit. The employee would be entitled to a minimum one (1) hour of pay at the overtime rate (Section 4.01.B4).

Comment:  If the call continues for more than one hour then an additional "remote" call-out should be charged. The intent for an employee who is re-contacted and the issue/problem is resolved within the same one (1) hour period, he/she would only be entitled to one (1) "remote" call-out which is one (1) hour pay at the overtime rate.

Condition B:  A represented employee participates in a conference call from 8:00 p.m. until 8:20 p.m. and then takes a second call from 8:35 p.m. until 8:50 p.m., each call is a different issue.

Question 1:  Is the employee entitled to two (2) "remote" call-outs resulting in two (2) hours pay at the overtime rate?

Answer 1:  No. Both calls are within the same one (1) hour period. Therefore, the employee is entitled to only one (1) "remote" call-out.

Comment:  Again, the intent is that an employee is who is re-contacted within the same one (1) hour period, he/she would only be entitled to one (1) "remote" call-out resulting in one (1) hour pay at the overtime rate.
Condition C: The Staffing Organization is in the process of handling a surplus. The staffing manager has a need to contact employees at home after their regularly scheduled hours in order to obtain their preferences under Article 7.

Question 1: Are these employees entitled to a "remote" call-out?

Answer 1: No. The employee is not performing any work. Arbitration B02-ALL-010 supports this.

Comment: The intent of a "remote" call-out is that the employee will actually be doing some type work.

Condition D: Employee A comes in to work and can't find the keys to the company truck. Employee A calls Employee B at home to find out where Employee B placed the keys to the truck. (Employee B drove the truck last).

Question 1: Is Employee B entitled to a "remote" call-out?

Answer 1: No. Employee B did not perform any work.

Condition E: Employee was contacted at home to trouble shoot a problem with a customer cutover at 10 p.m. At 10:15 p.m. the employee determined the problem could not be resolved remotely and drove to the customer premise to work the issue.

Question 1: Is the employee entitled to a regular "call-out" or a "remote" call-out?

Answer 1: The employee had to make an on-site job visit; therefore, the employee would be entitled to a regular "call-out". Under Section 4.01B2 the employee would be entitled to a minimum of 3 hours at the overtime rate.
AGREEMENT INTERPRETATION

Agreement Reference:  Article 1  
Section 1.26

Reference Made To:  Section 2.01B

SENIORITY

Condition A:  An individual has questioned his/her seniority date.

Comment:  Seniority dates are computed and established by the BellSouth Pension Administrator. As information, Seniority and Net Credited Service (NCS) dates were combined during the term of the 1992 Working Agreement. Questions regarding an individual seniority date should be referred to the BellSouth Benefits Service Center at 1-800-528-1232 and then follow the prompts for pension-related questions.

PART-TIME EMPLOYEE

Condition A:  The Company desires to clarify the number of hours and normal workweek of part-time employees.

Question 1:  Do part-time employees have to work the hours reported to payroll (or either be excused) every week?

Answer 1:  Yes. The Company is obligated to offer to work the employee the number of hours each week that has been reported to Payroll by the departmental coordinator via the CPSG web site, and this number of hours should be accounted for each week on the employee's work report--either as work, absent, or excused time, etc. The Company shall review the "part-time equivalent work week" classification of each part-time employee on April 1 and October 1 of each year (more often, if appropriate) to determine if the actual average number of hours worked per week matches the number of hours reported to Payroll via the CPSG web site. (See Section 2.01B) However, the Company may reclassify such part-time employee to more or fewer hours per week as needs change, but this must be reported to payroll by the departmental coordinator via the CPSG website.
Comment: As a general rule, the "work cycle" of non-supervisory employees is one week, except for occasional employees whose work cycle is one day. When the Company hires a person, it should expect to be able (a) to offer a full-time employee the equivalent of five normal tours per week, (b) to offer a part-time employee "x" number of hours per week, and (c) to offer an occasional employee work on the basis of a day or part day.

Question 2: How do you establish, increase or decrease the number of equivalent workweeks hours for a part-time employee?

Answer 2: An initial part-time equivalent workweek should be established for part-time employees entering a work group based on service requirements. Should the needs of the business require an increase or decrease in the number of equivalent workweek hours scheduled, the following would apply.

1. The opportunity to increase or decrease part-time hours should be offered by seniority within the work group.

2. If not enough part-time employees volunteer; the increased or reduced hours should be assigned by inverse order of seniority within the work group.

Condition B: A part-time employee has questioned his/her seniority date.

Comment: Full-time employees on the payroll as of December 31, 1989, who are subsequently reclassified to part-time status and part-time employees hired prior to January 1, 1990, will accrue seniority as if they were full-time employees, provided they have no break in service on or after January 1, 1990.

Part-time and full-time employees, hired on or after January 1, 1990, who are subsequently reclassified to part-time status, will accrue seniority on a prorated basis.

Seniority adjustments are prorated, based on the number of hours worked per week, not on the number of hours scheduled. The BellSouth Pension Administrator calculates the adjustments monthly.

The updated seniority dates for part-time employees may be viewed after the 3rd business day of each month via PeopleSoft. Part-time employees can view their adjusted seniority dates via the Benefits @ Your Fingertips website.
BELLSOUTH TELECOMMUNICATIONS
AGREEMENT INTERPRETATION

Agreement Reference: Article 1
Section 1.32

TEMPORARY AND TERM EMPLOYEES

Condition A: The Company wishes to engage temporary employees.

Question 1: Define temporary employee and state the maximum duration of a temporary position?

Answer 1: A temporary employee is one whose term of employment is intended to last more than 3 weeks and generally, the maximum duration is 12 months. In instances of technological change, the position may not exceed 18 months.

Question 2: What action must the company take when a temporary position has existed for 12 months?

Answer 2: The Company must make a choice whether to discontinue the position for at least 90 days or to submit a regular vacancy in the same department, title and exchange/WRA. If the choice is to discontinue the position, the company may not engage another temporary employee in the same department, title, and exchange/WRA to do the same type work during the 90-day period. If the company submits a regular vacancy, the temporary position may continue beyond 12 months.

Question 3: If the Company chooses to submit a regular vacancy, how long may the temporary position be continued?

Answer 3: Twelve months from the date of the vacancy.

Question 4: Must the vacancy submitted represent a net addition to the regular work force?

Answer 4: No. The vacancy could represent an addition or a back fill.
Condition B: A department currently has several temporary employees in the same title and exchange/WRA who were engaged at different times.

Question 1: What action is required when the first temporary employee attains 12 months in the current assignment?

Answer 1: A regular vacancy must be submitted or the position must be discontinued for at least 90-days. If the position is discontinued, the affected employee may be “work completed.”

Question 2: In question 1 above, the temporary employee whose position has existed for 12 months is senior to the other temporary employees in the title, department and exchange/WRA. Could this employee be “work completed” prior to the other junior temporary employees?

Answer 2: Yes. The temporary employee who occupies the position, which is discontinued, could be “work completed.”

Question 3: Does this mean that, in the event the company decides not to post a regular vacancy at 12 months, the affected temporary employee can not work for the company for 90 days?

Answer 3: No. The affected temporary employee may be “work completed” from the position that has existed for 12 months; however, he/she may be re-engaged on another temporary assignment or engaged as a regular employee in another job, if appropriate.

Question 4: Rather than “work complete” the temporary employee whose assignment has reached 12 months’ duration, can the company “work complete” another temporary employee in the department, title, and exchange/WRA and reassign the first temporary employee to the other position for the duration of its 12 months?

Answer 4: Yes. The intent is that temporary positions not extend beyond 12 months without the posting of a regular vacancy. The employees can be assigned at the company’s discretion.

Condition C: The department submits regular vacancy(s) in the same title and exchange/WRA as existing temporary employees prior to any of the existing temporaries attaining the maximum 12 months in their current positions.

Question 1: Does the submission of vacancy(s) during the 12 months’ duration of existing temporary positions have any impact on the company’s ability to retain those temporary positions beyond 12 months?

Answer 1: Yes. The submission of a regular vacancy in the department, title, and exchange/WRA of the existing temporaries will allow a temporary position to continue for 12 months from the date of the vacancy.

AI 1.32 Revised: March, 2003
Question 2: If a temporary position has existed for 11 months, for example, and the company submits a regular vacancy in the same department, title and exchange/WRA, may that temporary position continue for another 12 months, making the total duration of the job 23 months?

Answer 2: Yes, once the vacancy is submitted the temporary position may continue for another 12 months.

Question 3: May the same temporary employee be retained in the position?

Answer 3: Yes, there was no intent to impact the employment of individual temporary employees by placing limitations on their length of Company employment. The intent was to place a realistic limit on the duration of a temporary position (i.e., It's the job, not the employee).

Question 4: If a department currently has several temporary employees engaged and submits a regular vacancy for one employee, how would the department determine which temporary position is extended for up to an additional 12 months?

Answer 4: The determination is made at the discretion of the department.
Condition D: A temporary employee leaves the position before it has existed for 12 consecutive months.

Question 1: What options does the department have regarding a back fill?

Answer 1: The department has the following options:

- Engage another temporary employee for the remainder of the 12-month period.
- Post a regular vacancy (and continue the temporary position for 12 months from the date of that vacancy, if desired).
- Leave the position vacant for at least 90 days and then back fill with a temporary employee for up to 12 months.

Condition E: A manager desires to engage term employees.

Question 1: Define term employee and state the maximum duration of a term position.

Answer 1: A term employee is one who is engaged for a specific project involving a period of time of not more than 24 months.

Question 2: Must there be any contact with CWA before proceeding?

Answer 2: Yes. The General Manager involved must provide the following information to the CWA Local President:

- nature of project
- expected duration of project
- estimated number of term employees to be used on the project.

Comment: It is not the intent to use a term employee for a normal workload.

Condition F: The Company continues to utilize a number of temporary and/or term employees.

Question 1: Is there an established maximum number of Temporary and Term employees that can be utilized?

Answer 1: Yes. The number of Temporary and Term employees is not intended to exceed 10% of the total represented employee population.

Comment: Human Resources will provide a report on a quarterly basis to the CWA State Representatives apprising them of the number of temporary and term employees on the payroll. The report will include the following data for all temporary and term employees:

- Name
- Hire Date
- Seniority Date
- Expected Term of Employment
- Work Location
- Title
WORKING LEADER

Condition A: The Company chooses to use a Working Leader.

Question 1: Can the department pick the individual they want to be Working Leader?

Answer 1: No. The Company is obligated to offer the Working Leader position in seniority order to those "qualified" in the work group who desire to be Working Leader.

Comment: Remember a work group is a group of employees who work under the same first line or immediate supervisor or Manager-Operator Services, and who regularly interchange on work assignments and regularly relieve each other.

Question 2: Can the Working Leader perform regular work at the same time they are Working Leader?

Answer 2: Yes. A Working Leader can:
- perform craft work,
- coordinate the work of the work group, and
- participate in training other employees.

Comment: See the attached Memorandum and Grievance Settlement regarding Working Leader.

Question 3: What type of pay does a Working Leader receive?

Answer 3: Under Section 4.07L a Working Leader would receive $12.00 per week above the appropriate wage scale.
PRIVATE

MEMORANDUM TO:

OPERATIONS MANAGERS - LABOR RELATIONS

Please review the attached settlement dealing with Working Leaders. While this settlement was made without prejudice, we should generally assign working leader to the senior most qualified employee and avoid arbitrarily bypassing senior qualified employees who desire to be working leader.

"Qualified" means the employee must be able to perform the duties in question as a working leader. For example, we need a working leader to oversee the work of other employees involved in a light guide construction job and only four of a work group of ten are trained on light guide. The working leader can be selected among the four trained in light guide, since the other employees would not be trained.

Please let me know if you have any questions.

[Signature]

Operations Manager - Labor Relations

Attachment
SETTLEMENT

BRENDA SHACKLEFORD

GRIEVANCE NO. 84-19-023

SELECTION OF WORKING LEADER

MIAMI, FLORIDA

Considering the circumstances involved in the selecting of the working leader in the instance represented by the above captioned grievance, the Company, in full settlement of this grievance without prejudice, recognizes that it should have considered all employees in the grievant's work group and selected the senior most qualified employee among those desiring to be considered for working leader.

[Signatures]

Operation Manager
Southern Bell Telephone and Telegraph Company
Date: 3-26-85

Administrative Assistant
Communications Workers of America
Date: 3-20-85
BELLSOUTH TELECOMMUNICATIONS
AGREEMENT INTERPRETATION

Agreement Reference: Article 2

Reference Made To: Section 2.06A

RECLASSIFICATION FROM MANAGEMENT

Questions are raised from time to time regarding the procedures to be followed in determining the proper number of months of wage experience and rate of pay on the represented job in those cases where an employee is moved from a management job to a represented job at his/her request or at the instance of the Company. Regardless of whether or not the top rate of pay for the represented job is above or below the rate of pay being received on the management job, credit will be given for the number of months on the appropriate wage scale for the represented job.

Condition A: A management employee is reclassified to a represented position at his/her request.

Question 1: If the employee was hired into a management job and is now moving to a represented job (making his/her initial entry into a represented job), what wage experience credit will be given?

Answer 1: If, at the time of demotion, wage experience credit is being given to new hires into the represented job, the management employee shall be given wage credit commensurate with such credit allowed for new hires and shall also receive credit for time accrued in the management job, not to exceed the maximum number of months applicable to the represented job to which the employee is now moving.

If credit is not being given to other new hires in the represented job, the employee shall be given wage experience credit for time accrued in the management job, not to exceed the maximum number of months applicable to the represented job to which the employee is now moving.

If the represented job has a higher top rate than the current rate of pay in the management job involved the provisions of Section 2.06A will apply.

Question 2: If the employee was promoted to management from a represented job and is now moving back to a represented job, what wage experience credit for the represented job will apply?

Answer 2: Wage experience credit should be given for time accrued in the management job plus the number of months of wage experience in a represented job at the time of promotion to management, not to exceed the maximum number of months applicable to the represented job to which the employee is now moving. If the represented job has a higher top rate than the current rate of pay in the management job involved, the provisions of Section 2.06A will apply.

-1-
BELLSOUTH TELECOMMUNICATIONS
AGREEMENT INTERPRETATION

Agreement Reference:  Article 2
Section 2.02B

Reference Made To:  Sections 1.33, 2.04, 2.06, 2.07 and 26.03A

WAGE EXPERIENCE CREDIT

Condition A:  Requests have been received from time to time for comprehensive examples showing the computations involved in establishing wage experience dates.

Comment:  The following may prove helpful in reviewing computation of wage experience dates:

A.  Wage experience dates are determined as follows and are to be stated as the year, month and day involved.

1.  Wage experience dates are generally computed and established by the Centralized Personnel Services Group (CPSG).
   a.  Unless the provisions of "b" below apply, the wage experience date of a new hire with no previous telephone company experience is established as the date of his/her employment. The new employee is paid the rate designated "start" in the progression scale for his/her title and location.
   b.  New employees with military experience or previous experience and/or special training of value, may be granted wage experience as allowed in the Working Agreement, Sections 2.02B1 and B2.
   c.  Upon re-employment, the wage experience date is the same as the Seniority date subject to the following general exceptions:
      1)  Allowance for wage experience accrued during prior BellSouth service.
      2)  Allowance for wage experience as a result of experience or training for other than BellSouth service. (See Sections 2.02B1, 2.02B2 and 2.02B6.)
      3)  Deduction from wage experience due to break in service. (See Sections 2.02B3 and B4.)
When a re-employed individual has a prior wage experience date that was established before July 8, 1971, the prior wage experience date should be adjusted to reduce the wage experience credit by 12 months. Then, the provisions of the table within Section 2.02B3 of the Agreement, should be applied plus any other adjustments that might be appropriate.

d. When an employee is recalled from layoff or returns from a leave of absence (other than a Union leave), credit for wage experience may be made under Section 2.02B3a after all appropriate adjustments have been made for time absent from the Company.

e. After employment, re-employment, or return from leave or layoff status, wage experience accrues at the same rate as seniority subject to the following general exceptions:

1) Wage experience does not accrue in excess of one month for each case of paid sickness absence. If a relapse occurs from the same cause within two weeks, the total absence is considered as one case of sickness absence, and wage experience accrues only for the first month of the initial absence. However, if the employee returns to work and is absent again within two weeks due to a different cause, or is absent again after two weeks due to any cause, credit is allowed for wage experience purposes for the first month of the subsequent illness. (See Section 1.33)

2) Wage experience dates are adjusted in connection with promotions under the rules of Section 2.06. Section 2.07 covers the effect of transfers on wage experience dates.

3) Wage experience accrues for an employee on a formal Union leave of absence only during the first thirty days of the first such leave of absence. However, upon return from a Union leave of absence, the employee receives double credit for each month of wage experience until he/she regains the wage experience lost during the leave of absence. (See Section 26.03A)

f. The number of months of wage experience is determined by the CPSG with the involvement of the employee's department as required in connection with the scheduling of wage progression increases, promotional increases, etc.
1) For the month in which an employee's wage experience date falls:
   a) If the wage experience date is prior to the 16th of the month, a month of wage experience is counted as accruing for that month of the wage progression date nearest the first of the following month. (See Section 2.04)
   b) If the wage experience date falls after the 15th of a month, that month is not counted for wage experience purposes (See Section 2.04)
2) For each subsequent month, a month of wage experience is counted as accruing on the wage progression date nearest the first of the following month.
WORK SCHEDULES (3.01A)

Question 1: When should a holiday work schedule be posted for fixed holidays?
Answer 1: All departments, other than those covered under Section 3.04B7a2, should post schedules for holidays no later than 11:00 a.m. on Tuesday of the second week preceding the week in which the holiday falls.

Question 2: When should a holiday work schedule be posted for those departments covered under provision of Section 3.04B7a2?
Answer 2: These departments should post schedules for holidays on Monday of the fourth week preceding the week in which the holiday falls.
BELLSOUTH TELECOMMUNICATIONS
AGREEMENT INTERPRETATION

Agreement Reference: Article 3
Section 3.03A

SCHEDULING TOURS (3.03A)

Condition A: Employees can select tours in accordance with their preference in the order of their seniority.

Question 1: Can an employee select a tour for which he/she is not trained?
Answer 1: No, under the provisions of Section 3.03A, seniority does not entitle any employee to select a tour covering a type of service for which he/she has not been trained.

Question 2: Can an employee select a tour assigned to an Operator having less than six weeks of service?
Answer 2: No. Under the provisions of Section 3.03, seniority does not entitle any employee to select a tour designated by the Company for assignment to an Operator having less than six weeks of service.

Question 3: What is meant by “training tours” for Consumer?
Answer 3: These are tours assigned to Service Representatives who have just reported to the work group from training. It is important that these employees spend their first several weeks on the job working a tour during which full resources are available to support them while they transition from the classroom to the actual work environment. After eight (8) weeks on the job (up to twelve (12) weeks if discussed with the Local President), the new Service Representative will be assigned tours based on his/her seniority and preference.
BELLSOUTH TELECOMMUNICATIONS 
AGREEMENT INTERPRETATION

Agreement Reference: Article 3 
Section 3.03B

Reference made to: Sections 1.18, 3.02B, 3.03G and 4.01

SCHEDULING TOURS (3.03B)

Condition A: An employee is scheduled to work more than five tours in a calendar week. During the first five days of the schedule the employee did not work one of his/her scheduled tours due to illness, vacation, excused time, paid or non-paid Union activity, etc.

Question 1: Is the employee entitled to premium pay on the sixth or seventh scheduled day?

Answer 1: Yes, he/she is entitled to receive premium pay for time actually worked on the sixth or seventh day. Once a six or seven day schedule has been posted it becomes fixed and the granting of time off for the reasons listed above in Condition A does not relieve the Company of its obligation to pay the premium rate for work performed on the sixth or seventh day. Further information regarding pay for work on a weekday can be found in Section 4.01. (Note: Unpaid excused workdays are not included as time worked in determining the equivalent of five normal tours.)

Condition B: An employee does not actually work a scheduled sixth or seventh day due to illness, vacation, paid excused time, excused work-day (paid or unpaid) etc. (For holidays, see Condition C.)

Question 1: Is the employee entitled to receive the premium rate of pay?

Answer 1: No. The premium rate is only applicable to scheduled time worked on the sixth or seventh day, but he/she should be coded based on the reason for not working and will be paid if appropriate (i.e., employee with 8 years seniority is out ill, he/she will be coded I and will be paid regular pay due to amount of service for scheduled time not worked).
Condition C: During a holiday week an employee is scheduled and excused on the holiday and scheduled to work five other days.

Question 1: Is this considered to be a six day schedule under Section 3.03B3 of the Agreement?

Answer 1: Yes. An employee is either scheduled to work or scheduled and excused on all holidays. Therefore, a holiday should be considered as a "scheduled work day" in applying the criteria for a six-day workweek. If the holiday (specific or optional) is the sixth day, the employee is paid at the premium rate. (See Section 4.01C.)

Condition D: An employee is being paid sickness disability benefits and is shown on the work schedule as IB Monday through Friday. On Tuesday the employee furnished a physician's certificate showing that he/she is able to return to work on Wednesday. The employee is then scheduled to work the remaining four days of the particular week - Wednesday through Saturday.

Question 1: Is Saturday considered the sixth scheduled day?

Answer 1: Yes. This condition constitutes a six-day work schedule. Scheduling an employee in this manner has the effect of extending his workweek from five to six days. (IB days should be considered as scheduled days in determining the length of the weekly schedule.)

Condition E: A work group is comprised of both full-time and part-time employees.

Question 1: How does tour selection work?

Answer 1: Tours may fall on any day of the week necessary to meet service requirements. Separate tour selections may be posted for part-time employees and full-time employees within the same work group, if the part-time tours contain fewer hours per day than comparable tours for full-time employees.

If both full-time and part-time employees, considered as the same "work group", work the same number of hours per day (71/2 or 8 hours) tour selection would be made in accordance with seniority.
Example 1: The work group consists of seven full-time employees and three part-time employees. All available tours are eight hours in length and will be offered in seniority order to the entire work group of part-time and full-time employees.

<table>
<thead>
<tr>
<th>Scheduled Tours</th>
<th>Number of Tours</th>
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<tbody>
<tr>
<td>8:00 a.m. to 12:00 noon</td>
<td>4</td>
</tr>
<tr>
<td>1:00 p.m. to 5:00 p.m.</td>
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<tr>
<td>8:00 a.m. to 12:00 noon</td>
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<tr>
<td>1:00 p.m. to 5:00 p.m.</td>
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<tr>
<td>(Relief for 10:00 a.m. to 2:00 p.m. and 3:00 p.m. to 7:00 p.m.)</td>
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</tr>
<tr>
<td>10:00 a.m. to 2:00 p.m.</td>
<td>3</td>
</tr>
<tr>
<td>3:00 p.m. to 7:00 p.m.</td>
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</tbody>
</table>

Separate tour selections should be posted for part-time employees when they do not work the same number of hours per day as full-time employees, i.e. four or six hours. In this case full-time employees select full-time tours in seniority order and part-time employees select part-time tours in seniority order.

Example 2: The work group consists of seven full-time employees and three part-time employees. Available tours include full-time tours of eight hours in length and part-time tours of six hours in length. Full-time employees may only exercise their seniority for the full-time tours and part-time employees may only exercise their seniority for the part-time tours.

<table>
<thead>
<tr>
<th>Number</th>
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<tbody>
<tr>
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<td>1:00 p.m. to 5:00 p.m.</td>
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<tr>
<td>(Relief for 10:00 a.m. to 2:00 p.m. and 3:00 p.m. to 7:00 p.m.)</td>
<td></td>
</tr>
</tbody>
</table>
Question 1: Can a part-time employee be scheduled six days for their normal workweek?
Answer 1: Yes. A part-time employee's tours may fall on any day of the week necessary to meet service requirements and could be spread over six days of the calendar week.
Comment: It should be noted that part-time employees who are scheduled six days in a calendar week and the sixth day is in excess of the equivalent of five normal tours for a comparable full-time employee, will be paid at the premium rate for the sixth scheduled day per Section 4.01C.

Question 2: Can part-time employees be scheduled forty hours in a calendar week to attend training?
Answer 2: Yes. Even though a part-time employee's equivalent workweek is less than forty hours per week, service requirements (i.e., training hours required) may demand the employee to be scheduled forty hours in that week.
Comment: By definition in Section 1.18, a part-time employee is one who is employed and normally scheduled to work less hours than a comparable full-time employee in the same job title. As such, we have the authority to schedule in accordance with service requirements.

Section 3.03G allows changes from the officially posted weekly work schedule to be made at the instance of the Company.

Question 3: Can part-time employees be scheduled on Saturdays, Sundays and holidays without full-time employees (in the same work group) being scheduled those days?
Answer 3: Part-time employees are considered to be in the same work group with full-time employees if they report to the same immediate supervisor, and regularly interchange on work assignments. Contractually, part-time and full-time employees in the same work group should be grouped together for Saturday, Sunday and Holiday rotation. (See Section 3.02B)

Question 4: Can part-time employees be scheduled different days and different numbers of hours?
Answer 4: Yes. Tours may fall on any day of the week necessary to meet service requirements.

The number of hours scheduled for part-time employees is determined by "needs of the business" and should not exceed the length of a normal tour for a comparable full-time employee, unless a flexible scheduling concept is in place.
Comment: Flexible tour length scheduling is not appropriate for part-time employees. (Reference AI# 3.03K)
SCHEDULING TOURS (3.03C)

Condition A: Section 3.03C provides that an employee will not be required to work six days for more than two consecutive weeks without his/her consent.

Question 1: If the employee is scheduled to work 5 days during the third week but consents to working six days for a third consecutive week, when does the next two-week period begin?

Answer 1: The consecutive period is broken when the employee is scheduled to work the 5-day week, and the next 2 consecutive week period begins the following week if the person is being scheduled six days. The consent of the employee to work a third consecutive week does not force the Company to schedule a 5-day week the following (fourth) week. However, in instances where the employee is scheduled a 5-day week and is forced to work a sixth day, that week is counted as a part of the consecutive weeks.

Question 2: If the most junior employee has worked six days for two consecutive weeks and overtime is forced in the third week, should this individual be forced overtime on a sixth day of the third consecutive week?

Answer 2: No, this employee should be skipped over and the next most senior employee forced.

Question 3: If the service conditions during the week do not allow the department to train employees on new products/services, can the department force an employee who has worked six days for two consecutive weeks to work the sixth day on the third week due to service needs?

Answer 3: No. The language that allows the Company to force a 6-day workweek after employees have worked 2 consecutive weeks without consent is for "Acute Service Conditions" only. Training would not be considered "Acute Service Conditions." The intent is for such unanticipated service needs, such as, fire, flood, storm, or other natural disaster. Please read Appendix C, Part XII.
BELLSOUTH TELECOMMUNICATIONS
AGREEMENT INTERPRETATION

Agreement Reference: Article 3
Section 3.03D

References made to: Section 3.01, 3.03G, 3.04 and 4.01F

SCHEDULING TOURS (3.03D)

"Scheduled tours" are the tours shown on the officially posted work schedules in accordance with Section 3.01, and any changes made in an employee's schedule under Section 3.03G. (Connecting overtime, call-out and work on non-scheduled day is not "scheduled time" as referred to in Section 4.01F)

Question 1: What is meant by not violating the seniority rights of other employees?

Answer 1: Generally, it means that an employee’s schedule will not be changed to the extent that he/she is assigned a tour that a senior employee did not have an opportunity to select. Further, the intent is to provide relief, if possible, to employees who did not actively select, but, instead, were “left with” a minimal interval between tours because their seniority did not afford them a “better” choice.

Typically, the Company can, at the employee’s request, reassign him/her to the same hours as the employee immediately above or below him/her on the seniority list. For example, employee A is scheduled 4pm - midnight on Thursday and midnight to 8am on Friday. Employee B is the next more senior employee in the group, and is assigned a 3pm - 11pm tour on Friday. The supervisor may, upon request, reschedule employee A to a 3 - 11 tour on Friday without “violating seniority rights” of another employee.

Question 2: Does this mean that an employee is guaranteed a schedule change if less than the minimum interval between tours exists?

Answer 2: No. The Company may change a schedule to allow for minimum increments consistent with the needs of the business and the seniority rights of other employees in the group.
Condition E: An Operator requests 6 - 2 on Sunday, 4:30 - 12 Monday through Friday and 7 - 3 on Saturday. All tours are initially scheduled in accordance with the employee’s seniority under the procedures in Section 3.04.

The table below shows what tours the employee requested, what was scheduled, what was worked, the interval between tours and the number of hours the employee is due pay at the overtime rate, if any.

<table>
<thead>
<tr>
<th></th>
<th>S</th>
<th>M</th>
<th>T</th>
<th>W</th>
<th>T</th>
<th>F</th>
<th>S</th>
</tr>
</thead>
<tbody>
<tr>
<td>Requested</td>
<td>6-2</td>
<td>4:30-12</td>
<td>4:30-12</td>
<td>4:30-12</td>
<td>4:30-12</td>
<td>4:30-12</td>
<td>7-3</td>
</tr>
<tr>
<td>Scheduled</td>
<td>10-10 (split)</td>
<td>8-9 (split)</td>
<td>0ff</td>
<td>10-10:30 (split)</td>
<td>10-10:30 (split)</td>
<td>10-10:30 (split)</td>
<td>8-9 (split)</td>
</tr>
<tr>
<td>Worked</td>
<td>10-10 (split)</td>
<td>8-9 (split)</td>
<td>0ff</td>
<td>10-10:30 (split)</td>
<td>*8:30-9 (split)</td>
<td>10-10:30 (split)</td>
<td>8-9 (split)</td>
</tr>
<tr>
<td>Interval</td>
<td>10</td>
<td>10</td>
<td>9-1/2</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hours at OT rate under 4.01F</td>
<td>0</td>
<td>1</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*On Monday, the manager notifies the employee of a schedule change for Thursday to 8:30 - 9 split, resulting in less than the 11-hour minimum interval between tours.

Question 1: Is the employee entitled to overtime rate of pay due to less than the eleven (11) hour interval between tours for Operators under 4.01F?

Answer 1: Yes. The employee would be entitled to 1 hour at the overtime rate due to the interval from Wednesday scheduled end to Thursday scheduled beginning only being 10 hours. However, the employee would not be entitled to overtime on Tuesday or Friday as the minimum time interval was not met due to the employee exercising his/her seniority for choice of tours.

Question 2: Is there a provision in the contract that would allow a schedule change to alleviate the problems related to minimum time intervals between tours?

Answer 2: Yes, Section 3.03G allows for schedule changes that may alleviate problems related...
BELLSouth Telecommunications
Agreement Interpretation

Agreement Reference: Article 3
Section 3.03G

References made to: Sections 3.01A, 3.01D, 4.01B, 4.01E, 4.01F, 4.01I and 12.05C3

Scheduling Tours (3.03G)

Condition A: The weekly work schedule is officially posted by 11:00 A.M. on Thursday of each week to show each employee his/her schedule for the next two weeks. The Company desires to change an officially posted schedule. (See Sections 3.01A and 3.01D).

Question 1: What type changes does Section 3.03G of the Agreement permit?

Answer 1: Under the provisions of Section 3.03G, changes may be made to provide for changes in hours, work days or off days, provided a full time employee's schedule is not reduced to less than the equivalent of five normal tours (a scheduled and excused tour on a holiday is "a scheduled tour") and further provided, where employee requested changes are involved, the Company is not required to pay more overtime, premium or penalty hours during the week involved than would have been paid had there been no change in schedules.

Note: The change of hours or off-days at the request of an employee does not require the Company to pay penalty payments under Section 4.01F. Also, the payment of an evening or night differential is not a contractual basis for denying an employee's request for a change in work schedule.

The Company can reduce an employee's posted weekly work schedule, provided such reductions do not result in a full time employee being scheduled for less than a normal week, as follows:

The Company can reduce a seven-day or six-day schedule to a five-day schedule provided there are no temporary transfers from another state which require the Company to schedule six days for the work group involved under the provisions of Section 12.05C3.

Note 1: Changes made in an employee's posted weekly work schedule, at the instance of the Company, are subject to penalty payments where applicable under the provisions of Sections 4.01B, 4.01E, 4.01F or 4.01I.
**Note 2:** In some offices, before applying the above provisions, it may be desirable to post a subsequent notice advising the employees that surplus time is available and those who wish to do so may have available time off without pay.

**Note 3:** In connection with a posted five-day schedule (or a six-day schedule where temporary transfers are involved) where service requirements change, resulting in a surplus of employees a subsequent notice may be posted to the effect that surplus time is available and that employees who wish to do so may have available time off without pay. However, after such notice is posted those employees who desire to work their full schedule should be permitted to work.

Following are some illustrative examples that may be helpful in applying the above interpretation of Section 3.03G with respect to employee requested changes.

**Example 1:** Employee A is scheduled to work Sunday - Thursday and off on Friday and Saturday.

Employee B is scheduled Monday - Friday and off on Saturday and Sunday.

Employee A swaps Friday off day for employee B’s Sunday. Remember, Sunday is paid as a "premium" day - time and one half.

<table>
<thead>
<tr>
<th>Example 1:</th>
<th>Sched. Tours Before Change</th>
<th>Hours Paid Before Change</th>
<th>Sched. Tours After Change</th>
<th>Hours Paid After Change</th>
<th>Addl Cost To Co.</th>
<th>Granted Yes/No</th>
</tr>
</thead>
<tbody>
<tr>
<td>A-Before</td>
<td>S 8 8 8 8 0 5 44</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A-After</td>
<td>0 8 8 8 8 8 0 5 40</td>
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<td>0</td>
<td>Yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B-Before</td>
<td>0 8 8 8 8 0 5 40</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B-After</td>
<td>8 8 8 8 8 0 5 44</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Example 2: Employee C is scheduled to work Monday - Friday and off on Saturday and Sunday.

Employee D is scheduled Sunday - Thursday and off on Friday and Saturday.

Employee C and D request for C to work Sunday and D have Sunday off.

This request would have C working 6 days and D only working 4. **This would result in employee D working less than a normal week. This would also add additional 4 hours overtime for the company.**

The request is not granted.

<table>
<thead>
<tr>
<th>Example 2:</th>
<th>Sched. Tours Before Change</th>
<th>Hours Paid Before Change</th>
<th>Sched. Tours After Change</th>
<th>Hours Paid After Change</th>
<th>Addl Cost To Co.</th>
<th>Granted</th>
<th>Yes/No</th>
</tr>
</thead>
<tbody>
<tr>
<td>C- Before</td>
<td>S 8 8 8 8 8 0 5</td>
<td>40</td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
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<td>C- After</td>
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<td></td>
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<td></td>
</tr>
<tr>
<td>D- Before</td>
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<td></td>
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</tr>
<tr>
<td>D- After</td>
<td>0 8 8 8 8 0 4</td>
<td>32 4</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>NO</td>
</tr>
</tbody>
</table>

Example 3: Employee E is scheduled to work Monday - Friday and off on Saturday and Sunday.

Employee F is scheduled Monday - Saturday and off on Sunday.

Employee E and F request for E to work Saturday and F to have Saturday off.

This request would have E working 6 days and F working 5.

Even though there would be no additional cost to the company, the request is **not** granted due to Arbitration B98-018-3806. In this case the arbitrator directed the company to cease and desist its practice of permitting employees to swap an overtime assignment to the detriment of the equalization overtime provisions enumerated in 4.06. Therefore, effective with this ruling, the company no longer allows an employee to trade his/her 6-day schedule for a 5-day schedule.
Example 4: There is a Holiday on Thursday of this week. Employee G is scheduled to work Mon, Tue, Wed and Fri. Holiday is on Thursday - scheduled and excused gets paid for 8 hours. Employee G is scheduled off on Saturday and Sunday.

Employee H scheduled to work Mon, Tue, Wed, Fri and Sat. Holiday is on Thursday - scheduled and excused gets paid for 8 hours. Employee H is scheduled off on Sunday. Since Saturday would be a 6th day, Employee H would receive time and one half on Saturday.

Employee G and H request for G to work Saturday and H to have Saturday off.

This request would have G working 6 days and H working 5. Again, both employee's are scheduled and excused on Thursday the Holiday. There would be no additional overtime hours for the company in this example.

Remember, an employee who is not working the holiday is considered as "scheduled but excused". This is not considered to be an "off" day. Therefore, employee H is originally scheduled for a 6-day workweek.

This is the same as example 3, the request would be denied due to Arbitration B98-018-3806, employee's are not allowed to trade days resulting in an employee's 6-day schedule being reduced to a 5-day schedule.

Example 5: There is a Holiday on Thursday of this week. Employee I is scheduled to work Mon - Fri. Holiday is on Thursday - scheduled to work gets paid for 20 hours (2 1/2 x regular pay). Employee I is scheduled off on Saturday and Sunday.

Remember, the Holiday is not considered an "off" day, so this is a 5-day schedule.

Employee J scheduled to work Mon, Tue, Wed, Fri and Sat. Holiday is on Thursday - scheduled and excused gets paid for 8 hours. Employee J is scheduled off on Sunday. Since Saturday would be a 6th day, Employee J would receive time and one half on Saturday.

Employee I and J request for I to be excused on the Holiday and J to work the Holiday. In this case, I would still have a 5-day schedule and J would still have a 6-day schedule.

There would be no additional overtime hours for the company in this example. The request would be granted.

<table>
<thead>
<tr>
<th>Example 5:</th>
<th>Sched. Tours Before Change</th>
<th>Hours Paid Before Change</th>
<th>Sched. Tours After Change</th>
<th>Hours Paid After Change</th>
<th>Addl Cost To Co.</th>
<th>Granted Yes/No</th>
</tr>
</thead>
<tbody>
<tr>
<td>I - Before</td>
<td>0 8 8 8 8 0 5 52</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>I - After</td>
<td>0 8 8 8 8 8 0 40</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>J - Before</td>
<td>0 8 8 8 8 6 52</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>J - After</td>
<td>0 8 8 8 8 8 6 64 0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>YES</td>
</tr>
</tbody>
</table>

AI 3.03G Revised: May, 2003
FOUR-DAY WORK WEEK (3.03I)

Question 1: How will vacation days taken in less than full-week segments be handled for four-day work week employees?

Answer 1: Vacation less than full week segments will be based upon the scheduled tour length for the day involved. However, the total hours of annual vacation entitlement will not be exceeded. Where remaining hours in any one category (vacation, EWD or optional holiday) are less than the length of full tour, the employee may combine hours from any of the three categories up to the length of a normal tour.

There is one 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.

<table>
<thead>
<tr>
<th>Hours of Vacation and Optional Holiday/Excused Work Day Entitlements</th>
<th>Vacation Hours</th>
<th>EWD Hours Paid</th>
<th>Unpaid</th>
<th>Paid Optional Holiday Hours</th>
<th>Total Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>40 Hour Work Week Employees</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 week vacation</td>
<td>40</td>
<td>32</td>
<td>8</td>
<td>32</td>
<td>112</td>
</tr>
<tr>
<td>2 weeks vacation</td>
<td>80</td>
<td>32</td>
<td>8</td>
<td>32</td>
<td>152</td>
</tr>
<tr>
<td>3 weeks vacation</td>
<td>120</td>
<td>32</td>
<td>8</td>
<td>32</td>
<td>192</td>
</tr>
<tr>
<td>4 weeks vacation</td>
<td>160</td>
<td>32</td>
<td>8</td>
<td>32</td>
<td>232</td>
</tr>
<tr>
<td>5 weeks vacation</td>
<td>200</td>
<td>32</td>
<td>8</td>
<td>32</td>
<td>272</td>
</tr>
</tbody>
</table>
### Hours of Vacation and Optional Holiday/Excused Work Day Entitlements

<table>
<thead>
<tr>
<th>37 1/2 Hour Work Week Employees</th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1 week vacation</td>
<td>37.5</td>
<td>30</td>
<td>7-1/2</td>
<td>30</td>
</tr>
<tr>
<td>2 weeks vacation</td>
<td>75</td>
<td>30</td>
<td>7-1/2</td>
<td>30</td>
</tr>
<tr>
<td>3 weeks vacation</td>
<td>112.5</td>
<td>30</td>
<td>7-1/2</td>
<td>30</td>
</tr>
<tr>
<td>4 weeks vacation</td>
<td>150</td>
<td>30</td>
<td>7-1/2</td>
<td>30</td>
</tr>
<tr>
<td>5 weeks vacation</td>
<td>187.5</td>
<td>30</td>
<td>7-1/2</td>
<td>30</td>
</tr>
</tbody>
</table>

**Question 2:** How will days of illness be counted?

**Answer 2:** Days of illness will be counted the same as those of an employee scheduled over a normal 5-day workweek.

**Example 1:** A 37.5-hour per week employee with two years of service is on a four-day workweek. The employee is normally scheduled Monday (9.5 hours), Tuesday (9.5 hours), Wednesday (9.5 hours) and Thursday (9 hours). The employee is absent due to illness for the entire week. Because the employee has a two-day waiting period, the employee receives no pay on Monday (9.5 hours - I) or Tuesday (9.5 hours - I). The employee is paid illness time on Wednesday (9.5 hours - IP) and Thursday (9 hours - IP).

**Example 2:** The same employee in example 1 above is absent due to illness on the following Monday for the entire week. The payment of benefits would begin on this day (eighth calendar day) just as it would have if the employee had been on a normal 5-day schedule.

**Example 3:** The same employee in examples 1 and 2 above returns to work on Wednesday of the third week. With Benefit absences, the schedule in effect for the week in which the last scheduled work is performed by the employee will "fix" the schedule for the term of the Benefit absence. Therefore, this employee would remain on benefits Monday (IB) and Tuesday (IB), then work their normal schedule Wednesday (9.5 hours), Thursday (9 hours) and off on Friday.
Agreement Reference: Article 3
   Section 3.03K

FLEXIBLE LENGTH TOUR SCHEDULING (3.03K)

Condition A: Department is interested in flexible length tour schedules for some work groups.

Question 1: What parameters have been developed?

Answer 1: The following parameters should be followed.

- No scheduled tour may exceed 10 hours duration nor be less than 1/2 the length of a normal tour under a 5 day schedule.
- Tour must be comprised of two sessions, the minimum length must be two hours and the maximum cannot exceed five hours.
- For tours of 6 1/2 hours or less, one 30-minute relief period will be allowed as near to the mid-point of the tour as practicable.
- Overtime provisions as described in Article 4 will apply for overtime hours worked in excess of the scheduled tour.
- Flexible Length Tour Scheduling is not appropriate for part-time employees.
Question 2: How will vacation days taken in less than full-week segments be handled for FLTS employees?

Answer 2: Vacation less than full week segments will be based upon the scheduled tour length for the day involved. However, the total hours of annual vacation entitlement will not be exceeded. Where remaining hours in any one category (vacation, EWD or optional holiday) are less than the length of full tour, the employee may combine hours from any of the three categories up to the length of a normal tour.

<table>
<thead>
<tr>
<th>Hours of Vacation and Optional Holiday/Excused Work Day Entitlements</th>
<th>Vacation Hours</th>
<th>EWD Hours Paid</th>
<th>Unpaid</th>
<th>Paid Optional Holiday Hours</th>
<th>Total Hours</th>
</tr>
</thead>
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<tr>
<td>40 Hour Work Week Employees</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
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<td>32</td>
<td>8</td>
<td>32</td>
<td>112</td>
</tr>
<tr>
<td>2 weeks vacation</td>
<td>80</td>
<td>32</td>
<td>8</td>
<td>32</td>
<td>152</td>
</tr>
<tr>
<td>3 weeks vacation</td>
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<td>192</td>
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<tr>
<td>4 weeks vacation</td>
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<td>5 weeks vacation</td>
<td>200</td>
<td>32</td>
<td>8</td>
<td>32</td>
<td>272</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Hours of Vacation and Optional Holiday/Excused Work Day Entitlements</th>
<th>Vacation Hours</th>
<th>EWD Hours Paid</th>
<th>Unpaid</th>
<th>Paid Optional Holiday Hours</th>
<th>Total Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>37 1/2 Hour Work Week Employees</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
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<td>2 weeks vacation</td>
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<td>3 weeks vacation</td>
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<td>30</td>
<td>7-1/2</td>
<td>30</td>
<td>255</td>
</tr>
</tbody>
</table>
Question 3: How will days of illness be counted?

Answer 3: Days of illness will be counted the same as those of an employee scheduled over a normal 5-day workweek.

Example 1: A 37.5-hour per week employee with two years of service is on FLTS. The employee is normally scheduled Monday (9 hours), Tuesday (9 hours), Wednesday (6.5 hours), Thursday (6.5 hours) and Friday (6.5 hours) for a total of 37.5 hours. The employee is absent due to illness Tuesday through Friday. Because the employee has a two-day waiting period, the employee receives no pay on Tuesday (9 hours - I) or Wednesday (6.5 hours - I). The employee is paid illness time on Thursday (6.5 hours -IP) and Friday (6.5 hours - IP).

Example 2: The same employee in example 1 above is absent due to illness on the following Monday for the entire week. The employee is paid illness time on Monday (9 hours -I) and the payment of benefits would begin on Tuesday (eighth calendar day) just as it would have if the employee had been on a normal 5-day schedule.

Example 3: The same employee in examples 1 and 2 above returns to work on Wednesday of the third week. With Benefit absences, the schedule in effect for the week in which the last scheduled work is performed by the employee will "fix" the schedule for the term of the Benefit absence. Therefore, this employee would remain on benefits Monday (IB) and Tuesday (IB), then work their normal schedule Wednesday (6.5 hours), Thursday (6.5 hours) and Friday (6.5 hours).
BELLSOUTH TELECOMMUNICATIONS
AGREEMENT INTERPRETATION

Agreement Reference: Article 3
Section 3.04B
Reference made to: Section 7.01C

ASSIGNMENT OF TOURS OTHER THAN OPEN-END SCHEDULING

Condition A: It is necessary to prepare a seniority list, as referred to in Section 3.04B2b, in connection with the choosing of tours to be worked during the period for a basic schedule.

Question 1: Should an entry be made to the seniority list for an employee who is expected to return from a leave of absence on or before the effective date of the new schedule?

Answer 1: The Company has no obligation to contact employees who are on leaves of absence to obtain an expression of preferences for choice of tours (see 3.04B3). However, if an employee who is on a leave of absence contacts the Company and as a result assures the Company that he/she will return to work on a specific date prior to or on the effective date of the new schedule, an entry should be made on the seniority list for the employee, provided such determination can be made prior to the completion of the assignment of the new schedule. If such an employee expresses a preference for choice of tours, such choice should be assigned, in accordance with seniority, if available.

Question 2: Should an entry be made to the seniority list for employees who are on benefits?

Answer 2: Yes. The Company has an obligation to contact such employees and assign them tours of their choice, if available.

Question 3: Should an entry be made to the seniority list for employees who are expected to begin work in the work group as a result of engagement, re-engagement, transfer, return from temporary transfer, etc.?

Answer 3: An entry should be made on the seniority list for the employee when he/she reports for duty, provided the reporting date is prior to the completion of the assignment of the new schedule. In such cases the Company should make reasonable efforts to contact the employees to obtain preferences for choice of tours.
Note 1: Employees transferring into a work group under the provisions of Article 7 are entitled to special seniority treatment for choice of tours under Sections 3.04B2c, 3.04B4 and 3.04B5a. Employees transferring into a work group in a manner other than as provided under Section 7.01C are not entitled to special seniority treatment for choice of tours under Sections 3.04B2c, 3.04B4 and 3.04B5a.
BELLSOUTH TELECOMMUNICATIONS
AGREEMENT INTERPRETATION

Agreement Reference: Article 3
Section 3.07

ARRANGEMENT OF TOURS

Condition A: Some tours in Operator Services end on the quarter hour.

Question 1: Where the ending time of such tour ends between the ending times listed in Section 3.07, Table A, how should the length of the tour and the amount of the evening and night differential be determined?

Answer 1: The tour length for such tours will be the same as the length of the tour preceding such ending time (Morning-Evening or Afternoon-Evening, as appropriate) as shown in Section 3.07, Table A. The evening and night differential will be the differential applicable to the tour preceding such ending time, except tours ending between 7:00 P.M. and 7:30 P.M. will receive the differential applicable to a tour ending at 7:30 P.M.

Note: The figures shown in Section 3.07, Table A, of the Working Agreement represent a weekly allowance. The $15.00 per week differential (noted by an asterisk) is prorated for employees who work these hours less than an entire week.
BELLSOUTH TELECOMMUNICATIONS
AGREEMENT INTERPRETATION

Agreement Reference: Article 3
Section 3.08A, 3.08B and 3.08C

RELIEF PERIODS - General

Condition A: An employee is absent during a portion of the first or second session of a scheduled tour.

Question 1: Should such absence be used to deny the employee his/her fifteen-minute relief period?

Answer 1: It may or may not depending on whether or not the employee's relief was scheduled and/or the duration of the absence.

   1. If the employee's relief is not scheduled and he/she works or is to work one half or more of a session, they should be allowed to take their relief.

   2. If the employee's relief is scheduled during or connecting with the portion of the session they actually work, they should be permitted to take their relief in accordance with the schedule, even though their total work time equates to less than one half of the session.

RELIEF PERIODS - Inside Environment (3.08A)

Condition A: Assignment of Relief Periods for employee's in an inside environment.

Question 1: How should relief periods be assigned for employee's in an inside environment?

Answer 1: The Working Agreement states that all employees "shall be assigned or allowed" one fifteen-minute relief period during each session worked. The relief should be taken as near the mid-point of the session as practicable. It shall not be assigned within the first hour of the session or during the last hour of the session, unless a service emergency develops.

The employee should not leave the work place for the relief period due to delays that can occur, exposure to vehicle accident, etc. The period of relief should not exceed 15 minutes away from the job assignment.
Condition B: Part-time employees are entitled to relief periods.

Question 1: How should relief periods for part-time employees be given?

Answer 1:
- 2-1/4 but less than 5 hours - 15-minute relief
- 5 hours to 6 1/2 hours - 30-minute relief period as near the middle of the session as possible.
- Over 6 1/2 hours - Treat as full-time.

Condition C: An individual abuses relief privileges by taking more than 15 minutes.

Question 1: When individual abuse is observed of this type, does the Agreement require that the individual be given a written notice before dealing with such individual abuse?

Answer 1: No. The abuse should be handled in the same manner as any other deviation from established work rules. Progressive disciplinary steps should be applied as appropriate, depending on the facts in the individual case. The relief period practice should not be changed for the work group or unit as a result of individual abuse. Instead, the abuse should be handled with the individual employee involved.

RELIEF PERIODS - Outside Environment (3.08B)

Condition A: Blocking out the first and last hour of the session for outside force employees to take 15-minute reliefs.

Question 1: Under what conditions can the Company restrict the hours in which outside force employees can take their 15-minute relief period?

Answer 1: The Agreement provides that "outside" forces shall be allowed one 15-minute relief period during each session worked, but does not intend that the Company will arbitrarily block out the first and last hours of the session.

The purpose of this period is to provide a break for relaxation from the productive requirements of the job. Obviously, this break will more nearly accomplish the desired effect if it is taken as near the mid-point of the work session as possible.

It has been recognized that the taking of a 15-minute break for such forces is not subject to the establishment of firm designated times on a scheduled
basis but should generally be left up to the employee to exercise his/her judgment within the bounds of the following:

1. The employee should go on his/her first assignment before taking his/her relief except in those instances where this would not be reasonable.

2. There should be no "ganging up" at the same public location by employees for purposes of taking reliefs.

3. The period of relief should not exceed 15 minutes away from the job assignment.

If "ganging up" abuse is encountered, the following procedure will apply:

   All "outside" employees within a work group, or who report to a particular place of reporting, whichever is most appropriate, should be advised that some members of the group have abused their relief privileges by "ganging up" at public places. These employees should be told that if the practice continues, the Company will take additional steps with the individuals involved, if necessary, to correct the abuse.

The Company is not required to provide transportation to a location different from where the employee is working for this relief period. If any employee desires to go to a different location using personal transportation the travel time must be included in the 15-minute relief period. However, employees are not encouraged to travel from the work place for a relief period due to delays that can occur, exposure to vehicle accident and unnecessary use of fuel.

The only exception to the use of a Company vehicle for a relief period is the case of an employee traveling from one work location to another. It is permissible for an employee in this instance to stop along the route being taken from one work location to another to take a relief period.

If an employee desires refreshments during a relief period and cannot find a public eating establishment while traveling from one work location to another, he/she must ring these refreshments with him at the beginning of the work day.

The policy concerning lunch or meal periods is as follows:

1. If travel during lunch or meal periods is necessary the employee should stop along the route of travel from one work location to another.

2. If this is not possible it is permissible for the employee to travel to the nearest suitable place which can be a restaurant, work center, home or any appropriate establishment that is within reasonable distance from the work site.

3. Employees not within reasonable driving distance to a suitable place will be expected to bring their lunch and eat at the job site.
4. The lunch period should not exceed 1 hour away from the job assignment.

RELIEF PERIOD DURING CONNECTING OVERTIME (3.08C)

Condition A: On connecting overtime assignments, a paid relief period will be provided if the employee works the equivalent of at least a session. This provision applies even if the connecting overtime is not continuous. A relief will be provided if the total connecting overtime worked during the day is at least a session.

Question 1: An employee is scheduled from 8am to 5pm. He/she performs connecting work from 6am to 8am and later accepts an additional connecting assignment from 5pm to 6pm. Does the employee get a paid relief?

Answer 1: Yes. There could be a relief during the hour between 5pm and 6pm.

Question 2: Is the relief period paid at the overtime rate?

Answer 2: Yes.
BELLSOUTH TELECOMMUNICATIONS
AGREEMENT INTERPRETATION

Agreement Reference:  Article 4
Section 4.06B

Reference Made To:  Sections 4.06A, 4.06C, 4.06D, 4.06E, 5.07B4a1,
Appendix C, Part XII and Network Addendum

EQUALIZATION OF PREMIUM-PAY WORK OPPORTUNITY

Special procedures have been bargained for overtime allocation and record keeping purposes for employees in those titles specified in the opening sentence of Section 4.06B. These special procedures are found in Sections 4.06B, 4.06C, 4.06D, and 4.06E and are to be used only for these specified employees. However, overtime for any titles listed in 4.06B utilized in Consumer Services, Finance, Operator Services, and Small Business Services is governed by overtime language contained in Appendix C, Part XII.

Note: These special procedures do not apply to those employees covered by Section 4.06A.

(Section 4.06B1)

Question 1: When should supervisors and others who participate in the allocation of overtime begin using the overtime report that is posted by 11:00 A.M. on Friday following the close of each payroll period?

Answer 1: Supervisors should begin using the overtime report posted at 11:00 A.M. for overtime to be worked or assigned on or after midnight on the Saturday following the posting of the list. Overtime to be worked or assigned between the time of posting and midnight of the following Saturday should continue to be offered or assigned from the old list.

Question 2: Should overtime worked by an employee while he is relieving a supervisor be included on the overtime report?

Answer 2: Yes. All non-scheduled hours and all scheduled weekly overtime hours should be included on the overtime report regardless of the type work being performed. This includes callout hours.
Question 3: Should scheduled hours worked on a holiday be included on the overtime report?

Answer 3: No. Scheduled hours worked on a holiday, up to the length of a normal tour as well as any hours worked outside the scheduled hours should not be included on the overtime report. Callout hours will be included.

Note: All employees are scheduled to work or scheduled and excused on holidays. In those instances where no hours are posted on the holiday schedule, scheduled hours will be determined by using the hours of the last tour scheduled prior to the holidays.

Question 4: In what order should employees, who are scheduled and excused on a holiday, be called out?

Answer 4: Employees should be offered the call-out in the inverse order of their appearance on the overtime report as if they were being called out to perform non-scheduled work.

(Section 4.06B1a(1)

Question 1: When employees in a unit worked the same number of hours (or no hours) during a payroll period, will the printout list them in the inverse order of seniority?

Answer 1: Yes.

(Section 4.06B1a(2)

Question 1: When an employee works at a temporary location and returns to his/her home location, in what order is he/she listed on his home overtime report?

Answer 1: Hours worked at both locations will be added together and he/she will appear on the list as if all hours were worked at the home location.
Question 2: Will the printout include hours worked at both the temporary and home location?

Answer 2: Yes, provided the temporary work was within the employee's home state. If the temporary work location is outside the employee's home state, the printout will be correct for the home location only. The employee cannot be shown on the printout for the hours worked at the temporary location.

Note: Employees on temporary transfer over 50 miles are treated the same as those on loan to other exchanges or locations within 50 miles by being eligible and/or required to accept overtime in the temporary location only.

(Section 4.06B2)

Question 1: When an employee is granted "Union" time for a full day, should he/she be considered available for overtime?

Answer 1: Yes. Employees on "Union" time should be considered available for non-scheduled non-connecting overtime on such days when overtime is needed before or after the tour in which they have been granted "Union" time.

Question 2: Is an employee available for overtime on a day or days he/she is being utilized to relieve a supervisor?

Answer 2: Yes. Such an employee should be considered available for overtime outside the hours he/she is being used to relieve a supervisor on any given day.

Question 3: Is it permissible to work an employee overtime to relieve a supervisor regardless of where he/she appears on the overtime report?

Answer 3: Yes. An employee's position on the overtime report is not a consideration when overtime is required for supervisory relief purposes.

Question 4: What does the term "Qualified" mean in determining who should be offered overtime in connection with non-scheduled, non-connecting overtime?
Answer 4: Normally, the term qualified should be interpreted to mean the individual possesses the necessary skills to do the work involved in the call-out. Such skill may have been obtained by formal training or on the job experience. Employees, who have been trained but have demonstrated that they are unable to do the type of work involved in the call-out, need not be considered qualified. An employee should not be passed over, however, solely because he or she does not have as good a performance appraisal as another available employee.

Question 5: If an employee is suspended Friday and the following Monday, should the employee be allowed to work overtime on his days off (Saturday and Sunday)?

Answer 5: Yes. Employees can only be suspended for scheduled days, in this case, Friday and Monday. He should be afforded his opportunity, in accordance with the Working Agreement, to work overtime as if he had not been suspended whether his off day is immediately before the suspension begins or during the suspension or the day after the suspension ends.

(Section 4.06B3)

Question 1: Who should be assigned overtime when all employees in a unit decline and the employee(s) with the most seniority appear at the bottom of the overtime report?

Answer 1: The employee lowest in seniority and qualified, including those who do not desire overtime, should be the first to be assigned, in the absence of a valid reason for not accepting the assignment or unless the employee has already worked twelve (12) hours of overtime in the current week. (See Section 4.06E and Network Addendum, Overtime for Network Operations - 10/12 hours)

Question 2: What steps are required before an employee can be considered as unavailable?

Answer 2: The supervisor must make a reasonable effort to contact an employee before deciding that he/she is unavailable. Unsuccessful efforts to contact an employee deemed unavailable should be documented, in the event he/she may later claim compensation under Section 4.06B5.
Question 3: A Supervisor calls an employee in Group "B" for overtime when normally he/she would have called the low overtime employee in Group "A". What is the Company's obligation to pay penalty pay in Group A?

Answer 3: Penalty pay would be appropriate for the low overtime employee in Group A unless the Company can prove that sufficiently abnormal circumstances existed that made it impracticable to assign the work to Group A. To avoid penalty pay, the Company's decision must have been in good faith, based on the facts then known or discoverable, and reasonable under all the circumstances.

Condition A: A supervisor decides on Friday at 2:00 P.M. that he or she will need overtime on Saturday. He or she leaves a message on a voice mail recorder to page an employee to call in to the voice mail to receive further instructions concerning the offer of overtime on Saturday.

Question 1: Is this considered an acceptable means of notification to an employee? How much time should we allow the employee to answer?

Answer 1: Yes. If this method of communication is normally used to relay messages to employees such as calling into the voice mail for times and details of safety, United Way, or savings bonds meetings, this channel of communication is completely acceptable. The employee should be allowed up to 30 minutes (approximately) allowing time to plan or travel to a telephone to return the call before going to the next employee to offer overtime.

Condition B: Due to a service emergency that arises at 10:00 A.M. on a Saturday, a non-scheduled day, a supervisor needs to call out an employee for a few hours of overtime.

Question 1: If the supervisor reaches a recorded message on the first employee's home telephone must he or she allow the employee a certain amount of time before going to the next employee?
Answer 1: No. Since the supervisor has no way of knowing when the employee will return home to obtain the message, it is in the best interest of the Company in handling the service emergency to go directly to the next employee on the overtime report.

(Section 4.06B7)

Condition A: A supervisor decides on Wednesday he or she will need overtime on Thursday. The employee, to whom the assignment should be offered, is on vacation Wednesday, will return to work on Thursday.

Question 1: Should the supervisor attempt to contact the employee to offer the overtime or should the employee be considered "unavailable"?

Answer 1: An attempt should be made to contact the employee, since he/she will be "available" on Thursday when the overtime is to be worked.

Condition B: An employee is scheduled off on the Saturday preceding and the Sunday following a segment of vacation in accordance with Section 5.07B4a1. A supervisor decides he/she will need overtime on that Saturday and/or Sunday.

Question 1: Should the supervisor attempt to contact the employee to offer the overtime on that Saturday and/or Sunday?

Answer 1: The supervisor is under no obligation to contact the employee for overtime on these days. In 1998 Bargaining the CWA and the Company agreed in principle that the commitment was to protect time off on the Saturday preceding and Sunday following a segment of vacation. Therefore, we generally would not contact an employee for a callout on these days.

(Section 4.06B8)

Condition A: An employee was designated as a Stand-By Technician on a holiday when the employee was scheduled and excused.

Question 1: Should this employee who was designated, as a Stand-by Technician, be paid 2-1/2 hour's pay at the overtime rate rather than one hour's stand-by pay at the overtime rate if scheduled and excused on the holiday?
Answer 1: This employee should be paid 2-1/2 hour's stand-by pay at the overtime rate even though scheduled and excused on the holiday. While it is true that technically this employee was scheduled on the day involved, it is not the intent of the Agreement to only pay one hour's pay at the overtime rate for an employee to stand-by for a whole day. Normally, an employee would only be standing by for the evening or night period on a scheduled day.

Question 2: What is the intent of "respond within one hour" when applied to Stand-By Technician provisions?

Answer 2: The intent is for the employee to contact the duty supervisor immediately unless extenuating circumstances exist. It is not intended that the employee take an hour to respond to the call.
BELLSOUTH TELECOMMUNICATIONS
AGREEMENT INTERPRETATION

Agreement Reference:  Article 4
Section 4.06C

Reference Made To:  Sections 4.06A, 4.06B and Appendix C, Part XII

EQUALIZATION OF PREMIUM PAY WORK OPPORTUNITY (4.06C3)

Section 4.06C is a special procedure to be used for those employees whose title is specified in Section 4.06B only. However, overtime for any titles listed in 4.06B utilized in Consumer Services, Finance, Operator Services, and Small Business Services is governed by overtime language contained in Appendix C, Part XII.

Section 4.06C does not apply to those employees covered by Section 4.06A.

Question 1: Can the Company “break” an overtime assignment, out of concern for an employee’s safety and/or productivity and offer the rest of the overtime to another employee in the work unit by using the overtime list?

Answer 1: Once an employee has been given a new overtime assignment he should not be relieved by another employee, however, if the overtime is expected to extend into a long period of time where safety is a consideration, the employee may be relieved by another employee in accordance with Article 4.06. It is not the intent of the Working Agreement to call out another employee in order to break an employee from working over 49 hours.

Example: One hour before the end of his/her tour, an employee is assigned a task that results in connecting overtime. The employee has worked a full tour and works 8 hours of connecting overtime. The employee has not worked any other overtime during the week. It will take approximately 4 more hours of overtime to complete the assignment and the Company wants to send the employee “home” and bring in another employee on a “call-out”. Based on specific safety concerns, the Company may relieve the employee and call out another employee as outlined in the Working Agreement. Specific safety concerns need to be well documented to pass scrutiny of a grievance/arbitration situation.
(Section 4.06C3)

Question 1: Who should be assigned connecting overtime when all employees in a unit are needed and decline?

Answer 1: All available qualified employees, including those who do not desire overtime, in a given unit will be expected to accept the overtime assignment unless they have a valid personal reason for declining.

Question 2: What does the term "Qualified" mean?

Answer 2: Normally, the term "Qualified" should be interpreted to mean the individual possesses the necessary skills to do the work involved. An employee should not be passed over because he or she does not have as good a performance appraisal as another available employee.
BELLSOUTH TELECOMMUNICATIONS
AGREEMENT INTERPRETATION

Agreement Reference: Article 4
Sections 4.01, 4.02

DAYLIGHT SAVING TIME

The change from Standard Time to Daylight Saving Time will be effective on the second Sunday in March and affects tours being worked after 2:00 A.M. Such tours will be either Saturday tours if they start before midnight (i.e., 11 P.M. to 7 A.M.) or Sunday tours if they start at midnight or later (i.e., 12 midnight to 8 A.M.).

Question 1: What is the proper pay treatment for an employee working a tour that is affected by the change from Standard Time to Daylight Saving Time?

Answer 1: The change to Daylight Saving Time will result in an employee who is working an affected tour having one hour less work time than normal for the day involved. The employee will be entitled to their normal day's pay for such tour. An employee who works an affected tour during the change to Daylight Saving Time should report one (1) hour to “MPET” with the Absence Reason Code M00007 – Change to daylight savings.

STANDARD TIME

The change from Daylight Saving Time to Standard Time will be effective on the first Sunday in November and affects tours being worked after 2:00 A.M. Such tours will be either Saturday tours if they start before midnight (i.e., 11 P.M. to 7 A.M.) or Sunday tours if they start at midnight or later (i.e., 12 midnight to 8 A.M.).

Question 2: What is the proper pay treatment for an employee working a tour that is affected by the change from Daylight Saving Time to Standard Time?

Answer 2: The change from Daylight Saving Time to Standard Time results in the affected tour having one additional hour of time (the employee works the time from 1:00 A.M. - 2:00 A.M. twice). An employee who works in excess of the length of a normal tour in such a case is entitled to pay at the overtime or double time rate, as appropriate, for the excess time worked. An employee who works an affected tour during the change to Standard Time should report one (1) hour to “EXTA” for the additional hour of worktime.

For additional information on how to report the time in eLink, the Time Reporting Manual can be accessed by visiting the eLink On-Line Documentation Website at http://docweb.sbc.com/.
PAY FOR WORK ON A WEEK DAY

Condition A: An employee's work period extends from one calendar day to another.

Question: Give some examples of reporting of time and evening or night differentials.

Answer: The reporting of time and evening or night differentials under the provisions of Article 4 is segregated by days as provided in Paragraph 1.36. The following examples of payments due under certain specific circumstances and emergencies illustrate the application of these provisions.

It should be kept in mind that the conditions and schedules referred to in these questions and answers present conditions and schedules which may or may not be desirable, depending on the circumstances. Therefore, these schedules should not be considered as illustrations of proper scheduling.

Example 1:

<table>
<thead>
<tr>
<th></th>
<th>S</th>
<th>M</th>
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<th>W</th>
<th>T</th>
<th>F</th>
<th>S</th>
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</thead>
<tbody>
<tr>
<td>Scheduled (10 P.M. to 7 A.M.)</td>
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<td>8</td>
</tr>
<tr>
<td>Scheduled time worked</td>
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<td>8</td>
<td>-</td>
<td>8</td>
<td>-</td>
<td>8</td>
<td>8</td>
</tr>
<tr>
<td>(a) Hours paid for</td>
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<td>8</td>
<td>-</td>
<td>8</td>
<td>-</td>
<td>8</td>
<td>8</td>
</tr>
<tr>
<td>Number of differentials</td>
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<td>1</td>
<td>-</td>
<td>1</td>
<td>-</td>
<td>1</td>
<td>1</td>
</tr>
</tbody>
</table>

(a) The tour beginning at 10 P.M. is considered as time worked on the day on which it begins, under Paragraph 1.36. In other words, the time worked from 10 P.M. Sunday to 7 A.M. Monday is Sunday time and is payable at the Sunday rate under 4.02A.
(b) Time worked from 10 P.M. Saturday to 7 A.M. the following Sunday is Saturday time under Paragraph 1.36 and is payable under 4.01A as worked on the week day, and as such is included in the work week in which the Saturday falls.

Example 2:

<table>
<thead>
<tr>
<th></th>
<th>S</th>
<th>M</th>
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<th>W</th>
<th>T</th>
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<th>S</th>
</tr>
</thead>
<tbody>
<tr>
<td>Scheduled (8 A.M. to 5 P.M.)</td>
<td>-</td>
<td>8</td>
<td>8</td>
<td>8</td>
<td>8</td>
<td>8</td>
<td>-</td>
</tr>
<tr>
<td>Scheduled time worked</td>
<td>-</td>
<td>8</td>
<td>8</td>
<td>8</td>
<td>8</td>
<td>8</td>
<td>-</td>
</tr>
<tr>
<td>Other time worked (7 P.M.</td>
<td>13</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Sunday to 8 A.M. Monday)</td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hours paid for</td>
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<td>(b)</td>
<td>8</td>
<td>8</td>
<td>8</td>
<td>14</td>
<td>-</td>
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<td>Number of differentials</td>
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<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
</tbody>
</table>

(a) The call-out beginning at 7 P.M. on Sunday and continuing until the beginning of the next tour at 8 A.M. on Monday is Sunday time; the time within the length of a normal tour being paid for at the Sunday rate under 4.02A and the time in excess of the length of a normal tour being paid for at the overtime rate under 4.02B.

(b) Had the employee worked 14 hours or more in the 24 hours immediately preceding 8 A.M. Monday, Paragraph 4.01G would also have applied for Monday.

(c) Since time within the length of a normal tour worked on Sunday is considered in determining when payment is due for weekly overtime, the time worked on Friday is overtime under 4.01C. The first 4 hours are paid at the overtime rate under 4.01C and the last 4 hours at the double time rate under 4.01D.
Example 3:

<table>
<thead>
<tr>
<th>S</th>
<th>M</th>
<th>T</th>
<th>W</th>
<th>T</th>
<th>F</th>
<th>S</th>
<th>S</th>
</tr>
</thead>
<tbody>
<tr>
<td>Scheduled (8 A.M. to 5 P.M.)</td>
<td>-</td>
<td>8</td>
<td>8</td>
<td>8</td>
<td>8</td>
<td>-</td>
<td>8</td>
</tr>
<tr>
<td>Scheduled time worked</td>
<td>-</td>
<td>8</td>
<td>8</td>
<td>8</td>
<td>8</td>
<td>-</td>
<td>8</td>
</tr>
<tr>
<td>Other time worked (5 P.M. Wed. to 1 A.M. Thurs. 5 P.M. Sat. to 8 A.M. Sun.)</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>8</td>
<td>-</td>
<td>-</td>
<td>15</td>
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<tr>
<td>Hours paid for</td>
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<td>20</td>
<td>(b)</td>
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<td>Number of differentials</td>
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<td>-</td>
<td>1</td>
<td>-</td>
<td>-</td>
<td>1</td>
</tr>
</tbody>
</table>

(a) The employee worked a scheduled tour from 8 A.M. to 5 P.M. on Wednesday and continued working 8 additional hours until 1 A.M. on Thursday. Since the work began on Wednesday, all of the time worked is Wednesday time and the employee should receive 8 hours pay at the regular rate under 4.01A, and 8 hours pay at the overtime rate under 4.01B, or a total of 20 hours on Wednesday.

(b) The employee worked 16 hours in the 24 hours immediately preceding the scheduled tour beginning at 8 A.M. on Thursday and is entitled to pay on Thursday at the overtime rate for working the first 3 hours of this schedule under 4.01G and pay at the regular rate for 5 hours under 4.01A, or a total of 9.5 hours.

(c) The employee worked a scheduled tour from 8 A.M. to 5 P.M. on Saturday and continued working 15 additional hours until 8 A.M. Sunday. Since the work began on Saturday, all of the time worked is Saturday time and the employee should receive 8 hours pay at the regular rate under 4.01A, 1 hour at the overtime rate under 4.01B and 14 hours at the double time rate under 4.01D, or a total of 37.5 hours, all of which is reportable in the week in which Saturday falls.

(d) The employee continued working, but began a new scheduled tour at 8 A.M. on Sunday. The new schedule beginning at 8 A.M. on Sunday is Sunday time and the employee is entitled to 8 hours pay at the Sunday rate under 4.02A.
Example 4:

<table>
<thead>
<tr>
<th>Scheduled (7 P.M. to 4 A.M.)</th>
<th>M</th>
<th>T</th>
<th>W</th>
<th>T</th>
<th>F</th>
<th>S</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Scheduled time worked</td>
<td>-</td>
<td>8</td>
<td>8</td>
<td>8</td>
<td>-</td>
<td>8</td>
<td>-</td>
</tr>
<tr>
<td>Other time worked (4 A.M. to 7 A.M. connecting with prior tour)</td>
<td>-</td>
<td>3</td>
<td>3</td>
<td>3</td>
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<td>-</td>
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</tr>
<tr>
<td>(7 P.M. to 7 A.M. Call-out)</td>
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<td>(4 A.M. Sun. to 7 P.M. Sun. connecting with prior tour)</td>
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<td>(a) 12.5</td>
<td>(a) 12.5</td>
<td>(b) 30</td>
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* Scheduled and excused on a holiday

(a) The employee was scheduled 7 P.M. to 7 A.M. Monday, Tuesday and Wednesday and worked from 7 P.M. to 7 A.M. each day to provide around-the-clock coverage with two work forces. The employee is entitled each day to 8 hours pay at the regular rate under 4.01A and 3 hours pay at the overtime rate under 4.01B, or a total of 12-1/2 hours pay per day.

(b) The employee was called out at 7 P.M. on Thursday (a holiday on which he was scheduled and excused) and worked 12 hours until 7 A.M. Friday. The employee is entitled to pay Thursday for 8 hours at the regular rate for the holiday under 4.03A, 8 hours at the overtime rate under 4.04A and 4 hours at 2-1/2 times the basic rate under 4.04B, or a total of 30 hours.

(c) The employee was called out and worked 12 hours from 7 P.M. on Friday to 7 A.M. on Saturday and is entitled to 4 hours pay on Friday at the overtime rate under 4.01B and 8 hours pay at the double time rate under 4.01D, or a total of 22 hours.

(d) The employee worked his scheduled tour from 7 P.M. Saturday to 4 A.M. Sunday and continued working to 7 P.M. Sunday. The
employee is entitled to 24 hours pay on Saturday at the double time rate under 4.01D, or a total of 48 hours.
CALL-OUT

Condition A: A full-time employee was called out at 10:00 A.M. on a non-scheduled week day. He worked until 11:00 A.M. and became ill. He did not work any more that day.

Question 1: What pay should he receive for the time worked from 10:00 A.M. to 11:00 A.M.?

Answer 1: The employee should receive pay at the overtime rate or double time rate, as appropriate, for the time worked and should also receive appropriate pay to bring the total payment to the minimum call-out requirement (two hours at the overtime rate if the call-out starts at or after 7:00 A.M. and before 7:00 P.M.; three hours at overtime rate if the call-out starts at or after 7:00 P.M. and before 7:00 A.M.).

Condition B: An employee is to work two hours connecting overtime from 10:00 A.M. to 12:00 Noon preceding a scheduled tour from 12:00 Noon to 9:00 P.M. After working the two non-scheduled hours the employee became ill and was unable to work any of the scheduled tour.

Question 1: What pay should the employee receive for the time worked from 10:00 A.M. to 12:00 Noon?

Answer 1: The employee should be paid at the overtime rate or double time rate, as appropriate, for the non-scheduled time worked (4.01B). Such connecting overtime is not a call-out (1.03A). The scheduled time should be reported as illness (6.02).

Condition C: An employee is on a scheduled vacation, and due to service requirements, works while on such vacation.
Question 1: How should an employee be paid if, due to service requirements, he works during part or all of a scheduled vacation period?

Answer 1: The time worked during the currently posted work schedule is payable at the overtime or double time rate, as appropriate, since the weekly work schedule has no scheduled work time for the vacation period. This vacation week should be rescheduled under 5.07D. Should it be necessary to continue such work into the following week, the vacation applicable to the following week or weeks may also be rescheduled, and the work time for the subsequent week or weeks would be posted on the weekly work schedule in the normal manner. There is a Company policy against "buying" vacations. Employees should not be requested or permitted to work during scheduled vacations except in extreme emergency situations.

Condition D: An employee who normally works an 8-hour tour relieves an employee who normally works a 7-1/2 hour tour, or vice versa.

Question 1: If an employee who is normally scheduled to work 8 hour tours works a 7-1/2 hour tour relieving an employee who is normally scheduled to work 7-1/2 hour tours, how should the employee be paid?

Answer 1: The employee should be paid for 7-1/2 hours at the applicable rate for time worked and should also be paid for 1/2 hour at the regular rate for time not worked in order that the employee will receive a full day's pay.

   a. Overtime worked on the 6th or 7th day will be paid at overtime or double time rate, as appropriate, for time worked. No other payment will be made except where necessary to meet minimum requirements of the Agreement.

   Note: Where employees, other than those covered under 3.06, Table A, whose normal daily tour is 7-1/2 or 8 hours, work afternoon-evening or evening-night and morning-evening short tours in operating rooms, the procedures in answer "1" and "1a" above will apply.

Question 2: If an employee who is normally scheduled to work 7-1/2 hour tours works an 8 hour tour relieving an employee who normally works 8 hour tours, how should the employee be paid?

Answer 2: The employee should be paid for 7-1/2 hours at the applicable rate and for 1/2 hour at the overtime or double time rate for working 8 hours. However, there is no requirement that the employee work in excess of 7-1/2 hours unless additional work is required.
Question 3: If an employee who is normally scheduled to work 8 hour tours relieves an employee who works 7-1/2 hour tours and while in the 7-1/2 hour assignment actually works 8 hours, how should the employee be paid?

Answer 3: The employee should be paid for 8 hours at the regular rate. However, if such employee were given an "Acting" title, the employee should be paid for 7-1/2 hours at the regular rate and 1/2 hour at the overtime rate.
BELL SOUTH TELECOMMUNICATIONS
AGREEMENT INTERPRETATION #04-01-04

Agreement Reference: Article 4
Section 4.01C

PAY FOR WORK ON A WEEK DAY

Condition A: An observed holiday falls within the work week.

Question 1: What time should be included in determining the equivalent of five normal tours?

Answer 1: Under the provisions of 4.01C1 and 4.04D, time worked and/or excused on observed holiday which is to be included in determining the equivalent of five normal tours when computing weekly overtime due under 4.01 shall be as follows:

1. The total time to be included for the holiday (time worked and/or excused) shall not exceed the length of a normal tour.
   a. Time worked on holidays observed Monday through Saturday (scheduled or non-scheduled).
   b. Excused time on holidays observed Monday through Saturday:
      (1) Scheduled and excused time, provided the employee receives pay for the holiday. (Employee scheduled to be "off" on the holiday).
      (2) Excused time from "scheduled to work" - Code "E". (Employee scheduled to work on the holiday but is granted excused time off).

   Note: All other scheduled time not worked, such as I, H, HP, M, MP, N, etc., is not to be included.

2. Scheduled and excused time on a holiday, up to the length of a normal tour, is considered as time worked, provided the employee is entitled to pay for the holiday. (See also 4.03).
3. Travel time paid for as work time (See 10.03) and time spent in meetings with management that is paid as time worked under the provisions of 21.03 and 21.04 is included when computing work time for pay provisions.

4. Time worked within the length of a normal tour on a paid Excused Work Day shall be included in determining the equivalent of five normal tours when computing weekly overtime due under 4.02C.

Question 2: When does time worked within the length of a normal tour on a holiday begin?

Answer 2: Time worked within the length of a normal tour on a holiday begins with the first work performed by the employee on the holiday "work day" as defined under 1.36 of the Agreement (beginning with call-out, connecting overtime prior to start of scheduled tour or beginning with scheduled tour, as appropriate. (See also 4.04A).

Condition B: Under the provision of 4.01C, time up to the length of a normal tour includes scheduled time worked on weekdays, time worked on Sundays, and time worked and/or scheduled and excused on a holiday. All of these instances are included in determining the equivalent of five normal tours when computing weekly overtime due under 4.01C as follows:

1. Scheduled time worked on week days.

2. Time worked on Sunday (scheduled or non-scheduled) up to the length of a normal tour.

3. Time worked on a holiday, up to the length of a normal tour or;
   
   a. Scheduled and excused time, up to the length of a normal tour or;
   
   b. Time worked and/or scheduled and excused, up to the length of a normal tour.

   **Note:** The total time to be counted under any combination of 3, 3a or 3b above shall not exceed the length of a normal tour.

4. Time worked on a vacation day or a paid Excused Work Day, up to the length of a normal tour.
Example 1: Employee scheduled 8 A.M. - 12 noon, 1 P.M.-5 P.M. Monday through Wednesday, Friday and Saturday. Scheduled and excused Thursday (holiday).

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Example 2: Employee scheduled 11 A.M. - 4 P.M., 5 P.M.-8 P.M. Sunday, 8 A.M.-12 noon, 1 P.M.-5 P.M. Monday through Thursday. Scheduled and excused on Friday. Was called out on Sunday and worked 5 A.M. to 7 A.M. - went home ill - did not work any of scheduled tour - was paid IP 8 hours.

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Example 3: Employee scheduled 8 A.M. - 12 noon, 1 P.M.- 5 P.M. Sunday through Thursday. Scheduled and excused Friday.

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Note: Another example might be an employee who worked same schedule as above except was called-out and worked 8 hours on holiday. Pay same as above except pay for Friday is 8 hours at the regular rate for the holiday (4.03A) and 8 hours at the double time rate (4.04A2), a total of 24 hours paid for the Friday holiday worked.

Example 4: Employee scheduled 8 A.M. - 12 noon, 1 P.M. - 5 P.M. Monday through Friday. Scheduled and excused Saturday.

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Note: Another example might be an employee who worked same schedule as above, in a non-holiday week, except scheduled and took a vacation day or a paid excused work day on the 6th or 7th day. Pay same as above except pay for Saturday (6th day) is 8 hours at the regular rate.

Example 5: Employee scheduled 8 A.M. - 12 noon, 1 P.M. - 5 P.M. Monday through Friday - holiday on Thursday. Called out and worked 4:30 A.M. to 6 A.M. on Thursday (holiday), worked scheduled tour of 8 A.M. - 5 P.M. and worked connecting overtime from 5 P.M. to 7:30 P.M. Paid for time worked on the holiday as follows: 4:30 A.M. to 6 A.M. (1-1/2 hrs.), 8 A.M. - 12 noon and 1 P.M. - 3:30 P.M. (6-1/2 hrs.) paid at overtime rate (time worked within the length of a normal tour). 3:30 P.M. to 5 P.M. (scheduled time) and 5 P.M. to 7:30 P.M. (connecting overtime) paid at
2-1/2 times the basic rate - (3:30 P.M. to 7:30 P.M. time worked in excess of the length of a normal tour). Although the time worked from 4:30 to 6 A.M. is time worked within the length of a normal tour under 4.04A, such time worked is also a call-out under 4.04C and 1.03 and the employee is entitled to the minimum pay for the call-out.

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Example 6: Employee scheduled 8 A.M. - 12 noon, 1 P.M. - 5 P.M. Sunday through Friday (holiday on Wednesday). Ill from 1 P.M. - 5 P.M. (4 hours) on the holiday and has a one day waiting period.

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Example 7: Employee scheduled 8 A.M. - 12 noon, 1 P.M. - 5 P.M. Sunday through Friday (holiday on Wednesday). Ill from 1 P.M. - 5 P.M. (4 hours) on the holiday and has no waiting period.

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Example 8: Employee scheduled 8 A.M. - 12 noon, 1 P.M. - 5 P.M. Sunday through Friday (holiday on Wednesday). Excused (Code "E") from 1 P.M. - 5 P.M. (4 hours) on holiday.

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</table>

Condition C: Section 4.01C also provides that Union time paid and Union time not paid shall be included in determining the equivalent of 5 normal tours when computing weekly overtime. Also, this Union time, if paid, does count toward the 49 hours of work time in a calendar week used in determining the double time rate.

Example 1: Employee normally scheduled 8 hours each day Monday thru Friday. Monday, 8 hours Union unpaid time were scheduled. Employee worked 12 hours non-scheduled overtime on Saturday.

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<td>23-1/2</td>
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Example 2: Employee normally scheduled 8 hours each day Monday thru Friday. On Saturday, the employee worked 8 hours union unpaid time.

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Example 3: Employee normally scheduled 8 hours each day Monday thru Friday. Monday, 8 hours Union unpaid time were scheduled. Employee worked 10 hours on Sunday prior to normal weekly schedule.

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Example 4: Employee normally scheduled 8 hours each day Monday thru Friday. Employee scheduled 8 hours Union paid time on Tuesday. Employee worked 4 hours connecting overtime on Monday, and 2 hours connecting overtime Wednesday thru Friday.

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<td>1@ 1-1/2x*</td>
<td>1@ 2x</td>
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<td>11</td>
<td>11-1/2</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
* Indicates number of hours worked at overtime rate (1-1/2x) and double time rate (2x).
** The fact that the person works UA time on an unscheduled day is immaterial as far as either 5 tours or 49 hours is concerned.
*** Time worked on Sunday (up to the length of a normal tour) whether scheduled or non-scheduled, is counted in determining 5 normal tours.
PAY FOR WORK ON A WEEK DAY

Condition A: Under the provisions of 4.01D, all time worked in excess of 49 hours in a calendar week is paid at the double time rates except time worked in excess of the length of a normal tour on a holiday which is paid at 2-1/2 times the basic rate. (Scheduled and excused time on a holiday, up to the length of a normal tour, is considered as time worked under 4.01C.) The time to be counted in computing the hours of work time is as follows:

1. All time worked on week days (scheduled or non-scheduled).
2. All time worked on Sunday (scheduled or non-scheduled).
3. All time worked on an observed holiday (if this is at least equal to the length of a normal tour, no time is counted under a or b below) or;
   a. Scheduled and excused time up to the length of a normal tour (no work time counted) or;
   b. Time worked and/or scheduled and excused, up to the length of a normal tour. (If work time is less than the length of a normal tour, the combination of work time and scheduled and excused time counted shall not exceed the length of a normal tour.)

Example: An employee is scheduled and excused on a holiday (normally works 8 A.M. - 5 P.M.). But, the employee is called out to work from 1 P.M. to 6 P.M. In counting towards 49 hours, the employee would be credited the 8 hours of the holiday (whether worked or excused) and then the 1 additional hour actually worked from 5 P.M. - 6 P.M. The employee would NOT receive 8 hours credit for the holiday and an additional 5 hours for the time actually worked on the holiday call-out.
4. Also, an optional holiday is not counted as time worked toward 49 hours when it is scheduled in a week with a specified holiday. If more than one Optional Holiday is scheduled in a week, only the first one counts towards computing the 49 hours.

Question 1: Give some examples in determining when an employee is entitled to be paid at the overtime or double time rate. (All examples assume an 8 A.M. to 5 P.M. schedule except Example 5 which is illustrative of an operating room short tour.)

Example 1: Employees scheduled 8AM - 12 Noon 1PM - 5PM

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### Example 6:

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* The hours worked on this optional holiday are not counted towards 49 hours. (See 4.01D)
Example 7:

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<td>14</td>
<td>25</td>
<td>9.5</td>
<td>-</td>
<td>82.5</td>
<td></td>
</tr>
</tbody>
</table>

* When 2 optional holidays are scheduled in the same week, only the first one counts towards the 49 hours. (See 4.01D)

( Note: If an optional holiday is scheduled less than three (3) weeks in advance of being observed, code HO3/H3 should be reported to MTR. This will prevent the hours reported to code HO3/H3 from being included in determining premium payments associated with working more than 49 hours for the week.)
PAY FOR WORK ON A WEEK DAY

Question 1: Give some examples of the application of Paragraph 4.01E.

Example 1: The Company shifts an employee's scheduled tour from 9-1, 1-6 P.M. to 8-12, 1-5 P.M. without 48 hours notice. The hour worked from 8-9 A.M. is paid at the overtime rate under 4.01E. (No penalty is due for the change in lunch hour - see 3.01B1.

Example 2: The Company shifts an employee's tour from 8:30-12:30, 6-9:30 P.M. to 9:30-1, 5:30-9:30 P.M. without 48 hours notice. The 1/2 hour worked from 12:30-1 and the 1/2 hour worked from 5:30-6 (a total of 1 hour) is paid for at the overtime rate under 4.01E.

Question 2: Give some examples of conditions where payments are not due under Paragraph 4.01F.

Example 1: An employee who is assigned to the relief force requests to work 12-9 or straight on Sunday and 7-4 on week days (no preference stated for Saturday). On Sunday he is scheduled 1-10, Monday and Tuesday 7:30-4:30, Wednesday and Saturday 8-5. All tours for the week are assigned in accordance with the employee's seniority under the procedures in Article 3. On Tuesday he was called out and worked 6:30 P.M. to 11 P.M., on Wednesday his Supervisor asked him to work 4 P.M.-12 Friday on his off day.
Example 2: An Operator assigned to the relief force is trained on Directory Assistance only and is in a work group that handles both Directory Assistance and Toll. She requests 6-2:30 or early hours on Sunday, 7-3:30 Monday through Friday and 8-4:30 on Saturday. On Sunday she is scheduled and works 1:30-10 on Directory Assistance rather than an 8-8 tour on toll for which she is not trained. (An employee may only exercise seniority for an available tour covering the type of service on which she has been trained to work.) On Monday she is scheduled and works 7:30-4:00. All tours are scheduled in accordance with her seniority under the procedures in Article 3.

<table>
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<tr>
<th></th>
<th>S</th>
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<th>W</th>
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<th>F</th>
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<tbody>
<tr>
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<td>-</td>
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<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

Example 3: An Operator requests 8-4:30 - nothing earlier on Sunday, 6-2:30 basic tour Monday through Friday and 7-3:30 or early straight on Saturday. On Sunday he is scheduled and works 8-9:30 split. Monday, Thursday and Friday he is scheduled his basic tour of 6-2:30. On Thursday he requests and is granted an exchange of hours. On Friday he works his basic tour of 6-2:30. All tours are initially scheduled in accordance with his seniority under the procedures in Article 3.

<table>
<thead>
<tr>
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<th>S</th>
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<td>6-2:30</td>
<td>6-2:30</td>
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<td>6-2:30</td>
<td>6-2:30</td>
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<td>-</td>
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</tbody>
</table>

Question 3: Give some examples of conditions where payments are due under 4.01F.

Example 1: An Operator assigned to the relief force requests 6-2:30 on Sunday 7-3:30 Monday through Friday and 7-3:30 on Saturday. On Sunday she is scheduled and works 1:30-10 to relieve on a higher rated job (S.A., etc.), rather than an 8-8 split that her seniority as an Operator entitles her to receive. Monday through Friday she is scheduled and works 7:30-4:00 in accordance with her seniority under the procedures of Article 3. The
Sunday tour is not scheduled in accordance with her seniority under the procedures in Article 3.

<table>
<thead>
<tr>
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<th>S</th>
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<th>F</th>
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<td>7-3:30</td>
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<td>7-3:30</td>
<td>7-3:30</td>
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<td>7:30-4</td>
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<tr>
<td>Worked</td>
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<td>7:30-4</td>
<td>7:30-4</td>
<td>7:30-4</td>
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</table>

Example 2: An Operator assigned to the relief force requests 6-2:30 on Sunday, 4-12 or late Monday through Friday and 7-3:30 on Saturday. On Sunday she is scheduled a 10-10 split, on Monday she is scheduled an 8-9 split, Tuesday off, Wednesday through Friday 10-10:30 split, Saturday 8-9 split. All tours were initially scheduled in accordance with the employee's seniority under the procedures of Article 3. On Monday the Manager notifies the employee that her hours for Thursday are changed from 10-10:30 split to 8:30-9 split. The change in schedule on Thursday by the Company results in less than the minimum interval between tours.

<table>
<thead>
<tr>
<th></th>
<th>S</th>
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<th>W</th>
<th>T</th>
<th>F</th>
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<td>8-9</td>
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<td></td>
<td></td>
<td>0</td>
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PAY FOR WORK ON A WEEK DAY

Condition 1: An employee works twelve consecutive days and works a portion of the thirteenth day.

Question 1: Does he go into the overtime rate for the fourteenth day and thereafter until he has been granted a day off?

Answer 1: Yes. He must have worked on thirteen consecutive days (part days included) to receive overtime pay beginning on the fourteenth day. It was not the intent of the parties that an employee be given an hour or so off on the 13th day to circumvent payment under this article. (See 1.36 for definition of “work day”.)

Condition 2: An employee who has worked fourteen or more consecutive days and is being paid at the overtime rate under Paragraph 4.01H, is given a day off to break the overtime pay.

Question 1: This employee is called out on this off day. Can the day still be counted as the "day off" to break the overtime pay provision under 4.01H?

Answer 1: No. The employee must be given a day off without any scheduled or call-out work being performed to break the 4.01H overtime provision. A call-out on the 14th day does not break the overtime pay.

Note: Remember vacation, optional or specific holiday, or excused workday (paid or unpaid) breaks the 13 days. So does I, CTT, M, MP, H, HP, UA, K, N, E, and F.

Example 1:
Employee works Friday 11:00 p.m. to 7:00 a.m. Saturday (Friday work) and Sunday 6:00 a.m. to Sunday 2:00 p.m.

Question 1: Is Saturday considered an off day for purposes of 4.01H?

Answer 1: Yes. (See 1.36 for definition of "work day").
Example 2:

Employee works Friday 4:00 p.m. to 12:00 p.m., connecting overtime from 12:00 p.m. to 2:00 a.m. Saturday and Sunday 1:00 a.m. to 9:00 a.m.

Question 1: Is Saturday considered an off day for purposes of 4.01H since connecting overtime was worked on the off day, Saturday?

Answer 1: Yes. A few hours of connecting overtime does not violate the provision of 4.01H. (See 1.36 for definition of "work day").
PAY FOR AUTHORIZED HOLIDAY

Question 1: Are employees entitled to holiday pay when they are absent on the holiday or on either of the days which immediately precedes or follows the holiday and such absences are not excused?

Answer 1: Employees should receive holiday pay treatment under such conditions as indicated by the following:

1. Employees who work on a holiday shall be paid holiday pay under 4.03A or 4.03A1 as appropriate, plus appropriate pay for time worked under 4.04.

   Example | S | M | Hol | T | W | T | F | S
   --- | --- | --- | --- | --- | --- | --- | --- | ---
   Scheduled | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8
   Worked | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8
   Paid | 8 | 20 | 8 | 8 | 8 | 8 | 8 | 8

2. Unless absences are excused for the purpose of holiday pay, employees shall receive no pay for the holiday if they fail to report for scheduled work on the holiday.

   Example | S | M | Hol | T | W | T | F | S
   --- | --- | --- | --- | --- | --- | --- | --- | ---
   Scheduled | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8
   Worked | 8 | a | 8 | 8 | 8 | 8 | 8 | 8
   Paid | 8 | x | 8 | 8 | 8 | 8 | 8 | 8

3. Unless absences are excused for the purpose of holiday pay, employees shall receive no pay for the holiday if they are scheduled and excused on the holiday and fail to report for work on either their last scheduled day before or their first scheduled day following the holiday.
<table>
<thead>
<tr>
<th>Example 1</th>
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<td>8</td>
<td>8</td>
<td>8</td>
<td>8</td>
<td></td>
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<td>8</td>
<td>8</td>
<td>8</td>
<td>8</td>
<td></td>
</tr>
<tr>
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<td>x</td>
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<td>8</td>
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<table>
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<td>8</td>
<td></td>
</tr>
<tr>
<td>Worked</td>
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<td>se</td>
<td>Off</td>
<td>a</td>
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<td>8</td>
<td></td>
</tr>
<tr>
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<td>x</td>
<td>Off</td>
<td>x</td>
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<table>
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<th>S</th>
<th>S</th>
<th>M</th>
<th>Hol</th>
<th>W</th>
<th>T</th>
<th>F</th>
<th>S</th>
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</thead>
<tbody>
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<td>Off</td>
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<td>se</td>
<td>8</td>
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<td>8</td>
</tr>
<tr>
<td>Worked</td>
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<td>Off</td>
<td>Off</td>
<td>Off</td>
<td>se</td>
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<tr>
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<td>Off</td>
<td>Off</td>
<td>Off</td>
<td>Off</td>
<td>x</td>
<td>8</td>
<td>8</td>
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</table>

* - Last scheduled day prior to holiday.

a - Absent without being excused. (N - No Report)

se - Scheduled and excused.

x - No pay.

Question 2: If an employee is suspended on the day before or following a holiday, is the suspension an unexcused absence which will deprive the employee of holiday pay?

Answer 2: No. Suspensions are excused absences within the meaning of Paragraph 4.03.

Question 3: If an employee is suspended on a holiday, does this deprive him or her of holiday pay?

Answer 3: No. Since a suspension is an excused absence within the meaning of 4.03, such absence would not deprive the employee of the holiday pay to which he is entitled.

**PARAGRAPH 4.03A3**

Condition A: Absence due to illness or vacation occurs during a holiday week.

Question 1: How should absence during the first seven days of sickness be treated in applying the provisions of 4.03A3?
Answer 1: Time not worked due to absence during the first seven days of sickness should not be used to avoid the payment of holiday time in applying the provisions of 4.03A3.

Question 2: How should absence during an authorized vacation be treated in applying the provisions of 4.03A3?

Answer 2: Time not worked due to absence on authorized vacation should not be used to avoid the payment of holiday time in applying the provisions of 4.03A3.

Condition B: A day's regular pay must be determined for holiday payment purposes for part-time employees who were on the payroll as of December 31, 1980 (see 2.01B6).

Question 1: How should holiday time and holiday evening or night differentials be reported for use in computing holiday pay, consisting of a day's regular pay at the regular rate for part-time employees, under the provisions of Paragraph 4.03B?

Note: This question (and the answer given below) refers only to the holiday pay involved and does not cover the reporting of time and differentials, if any, for performing work on a holiday.

Answer 1: All part-time employees should be either scheduled and excused or scheduled to work on authorized holidays, as appropriate. The amount of holiday time and the holiday evening or night differentials to be reported, subject to the restrictions of 4.07A should be determined in accordance with the following:

A. If a part-time employee is scheduled and excused on a holiday:

   1. The holiday time to be paid should be the greater of:

      a. The time the employee would have been scheduled to work on that day had there been no holiday, or

      b. The employee's authorized hours per week as shown on payroll change report, divided by 5, or

      c. In those cases where an operating room part-time employee works short-hour part-tours (considered as short-hour part-tours because of the ending time) the number of hours
determined under "a" above should be multiplied by the appropriate factor shown in "C" below.

2. The evening or night differentials to be included in holiday pay should be the greater of:

   a. The evening or night differentials the employee would have been scheduled to receive on that day had no holiday been involved, or
   
   b. The average of such differentials paid for the week. (Total of differential amounts paid divided by the number of differentials paid.)

B. If a part-time employee is scheduled to work on a holiday:

1. The holiday time to be paid (as distinguished from and in addition to payment for time worked) should be equal to the greater of:

   a. The time the employee was scheduled to work on the holiday, or
   
   b. The employee's authorized hours per week as shown on payroll change report, divided by 5, or
   
   c. In those cases where an operating room part-time employee works short-hour part-tours (considered as short-hour part-tours because of the ending time) the number of hours determined under "a" above should be multiplied by the appropriate factor shown in "C" below:

C. Factors to be used by an operating room determine the number of hours under "A1c" or "B1c" above, as appropriate, are as follows:

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<th>Short-hour tour basis (7 1/2 Hr. Normal)</th>
<th>Factor</th>
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<td>1.0714</td>
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<td>6-1/2 Hrs.</td>
<td>1.1538</td>
</tr>
<tr>
<td>6 Hrs.</td>
<td>1.2500</td>
</tr>
</tbody>
</table>

D. Notwithstanding "A" and "B", above, if a part-time employee is called out and works on a holiday; the holiday time (and the holiday evening or night differentials, if any) to be paid should be not less than that due for the total time actually worked on the holiday not in excess of the length of a normal tour for the work group involved.
Condition C: Part-time employees hired or re-hired after December 31, 1980 work during a holiday week or on the holiday.

Question 1: What pay treatment is appropriate?

Answer 1: A. Holiday pay treatment applicable to all part-time employees engaged or re-engaged on or after 1/1/81:

1. A holiday allowance at the straight time rate shall be paid to part-time employees for all authorized holidays whether they are scheduled to work, scheduled and excused or not scheduled to work. Holiday time to be paid should be equal to the authorized hours per week as shown on the payroll change report divided by five (5).

2. If an employee is scheduled and works on the holiday or is not scheduled to work on the holiday and is assigned to work, pay treatment for time worked shall be on the same basis as was applicable on December 31, 1980.

B. Holiday pay treatment applicable to all part-time employees engaged or re-engaged on or after 1/1/81 who work in the retail environment or who are transferred to or employed by any new unregulated subsidiary or affiliated entity:

1. A holiday allowance at the straight time rate shall be paid to part-time employees for all authorized holidays whether they are scheduled to work, scheduled and excused or not scheduled to work. Holiday time to be paid should be equal to the authorized hours per week as shown on the payroll change report divided by five (5).
2. If an employee is scheduled and works on the 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 one and one-half times or double time if the 49-hour rule is applicable.

3. If an employee works less than his scheduled hours, he shall be paid the holiday allowance plus pay for only those hours worked at the applicable rate.

4. If an employee is not scheduled to work on the holiday and is assigned to work, he shall be paid straight time for all hours worked within the equivalent full-time tour for a comparable full-time employee in addition to the holiday allowance. Payment to a part-time employee for hours worked in excess of a normal daily tour or work week for a comparable full-time employee shall be at one and one-half times or double time if the 49-hour rule is applicable.

**Note:** These procedures represent a departure from the provisions of the current Working Agreement. Regular part-time employees hired on or after January 1, 1981 received no pay for time not worked on a holiday unless the holiday occurred in a day of the week on which the employee was normally scheduled to work. Furthermore, under these practices, such part-time employees who are scheduled and work on a holiday will receive a holiday allowance based on a proration of their equivalent work week. Previously, under such circumstances, the part-time employee would have received holiday pay based on scheduled hours for the holiday, not a proration of the part-time equivalent work week.
4.03C

Condition D: An occasional employee works on a holiday.

Question 1: How should holiday pay be determined?

Answer 1: Occasional employees are employees only on the days they work and should receive holiday pay only if they work on the holiday. If an occasional employee works on a holiday, the holiday time (and the holiday evening or night differential, if any) to be reported should be the same as that reported for the total time actually worked on the holiday up to the length of a normal tour for the work group involved.

Condition E: Excused time off or leaves of absence which begin or end during a calendar week in which a holiday falls.

Question 1: What pay treatment for the holiday is proper under Paragraphs 4.03A3 and 4.03A4?

Answer 1: Illustrative examples are given below:

Example 1: An employee asks to be off and is excused without pay on Tuesday for the remainder of the week and does not work on Sunday nor Monday. Although Monday is an authorized holiday, the employee is not entitled to holiday pay for Monday.

Example 2: The holiday falls on Wednesday. Due to light work load, a supervisor offers and initiates action which allows his employees to be excused without pay (for the benefit of the Company) for any or all of the other days the employees might be scheduled to work during the holiday week, i.e., Sunday, Monday, Tuesday, Thursday, Friday, and Saturday. Under such conditions, employees who do not work any in such a week would receive pay for the holiday. In those instances when an employee accepts Company offered excused time, they should be paid for the holiday even though they do not perform any work during the week.

Example 3: An employee goes on an extended leave of absence on Tuesday and did not work on Sunday or Monday. Monday was an authorized holiday. The employee is entitled to holiday pay for Monday because the absence for the
remainder of the week is due to a leave of absence and not excused time.

Example 4: An employee goes on an extended leave of absence on Tuesday after having worked on Monday, and Friday is an authorized holiday. The employee is not entitled to holiday pay for Friday.

Example 5: An employee returns from a leave of absence and works on Friday in a week in which a holiday was observed on Monday. The employee is not entitled to pay for the holiday.
BELL SOUTH TELECOMMUNICATIONS
AGREEMENT INTERPRETATION #04-06-01

Agreement Reference:  Article 4
Section 4.06A

EQUALIZATION OF PREMIUM-PAY WORK OPPORTUNITY

Question 1:  Does this paragraph apply to all employees?

Answer 1:  Paragraph 4.06A applies to all titles not listed under 4.06B. Paragraphs F and G, apply to all employees in the bargaining unit. However, special procedures have been bargained for overtime allocation and record keeping purposes for employees in those titles specified in the opening sentence of 4.06B. These special procedures are found in Paragraphs B, C, D, and E and are to be used only for these specified employees.

Note:  4.06A only applies to those employees whose title is not listed under 4.06B. For 4.06A employees, only equalize overtime opportunities, regardless of the number of hours each opportunity represents. DO NOT equalize hours. DO NOT post hours of overtime worked. Keep a record of the opportunities and equalize them over some fixed period, such as a calendar year or the life of the Contract.
SCHEDULED OVERTIME IN EXCESS OF FIVE TOURS PER WEEK (4.06D)

Question 1: When it becomes necessary to schedule some, but not all, of the employees in a unit to work six (6) days, should the employees be scheduled without regard to their desires?

Answer 1: No. Employees who desire overtime should be scheduled in the order of their appearance on the overtime report (bottom to top) to work six (6) days before others are scheduled. When the need for six (6) day scheduling exceeds the number who desire overtime, the additional employees needed should be scheduled in the inverse order of their appearance on the overtime report.
BELLSOUTH TELECOMMUNICATIONS
AGREEMENT INTERPRETATION #04-06-05

Agreement Reference: Article 4
Section 4.06

OVERTIME OF 12 HOURS OR MORE IN A WEEK (4.06E)
See Appendix C, Part XVIII - Overtime for Call Centers (employees will not be forced to work more than 49 hours in a work week).

Question 1: What constitutes a long term service difficulty?
Answer 1: Each time a service difficulty is declared, the declaration must be based on the circumstances at the time. The type and amount of service that is interrupted and the expected duration of long term service difficulties would normally be the basis for such declaration.

Question 2: Is it permissible under this paragraph to offer an employee overtime who has already worked the maximum required?
Answer 2: Yes. This provision only gives the employee the right to decline without having to furnish a reason for the declination.

Question 3: When a long term service difficulty develops, what Union official will the Company meet with to discuss the problem and determine how to best deal with the situation?
Answer 3: Section 4.06E of the Working Agreement gives the Company the right to suspend the 12 hour rule for overtime in the event of a long term service difficulty. The local Union President should be contacted first. In those instances where the parties at the local level cannot agree on a resolution, the matter should be referred to higher levels for handling in the same sequence that grievances are appealed.

Question 4: When an employee is scheduled to work six (6) days, does the 6th scheduled day count toward the 12 hour right to refuse provision in paragraph 4.06E of the Agreement?
Answer 4: Yes. When an employee is scheduled to work six (6) days, the tour which is in excess of five normal tours should be considered as overtime and
should be applied toward the 12 hour provision in 4.06E. The Company should not reduce an employee's six day schedule to a five day schedule solely because the employee has worked more than 12 hours of overtime that week.

**Example A:** An employee who has already worked 12 hours of overtime in a week can refuse a call-out or a connecting overtime assignment. He cannot refuse to work what will amount to overtime hours that are already scheduled on a Saturday (6th day) just because he has already worked 12 overtime hours earlier in the week.

**Example B:** Should an employee be scheduled to work an eight (8) hour tour on a sixth day, he may decline overtime offered which is in excess of four (4) non-scheduled hours during the particular week without having to furnish a reason except when long term service difficulties exist or when substantial service interruptions occur.

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**Question 5:** Can an employee be required to remain on the job and complete an assignment after he has exceeded the 12 hour right to refuse provision when the overtime limitation provision has not been suspended?

**Answer 5:** Once an employee has met the 12 hour right to refuse provision he should not be required, without his consent, to complete a connecting overtime assignment unless the work can be completed in a short period of time. If the assignment is expected to extend into a long period of time and the employee does not desire overtime he should be relieved by another employee who has not exceeded the 12 hour provision or by an employee who desires the overtime. (See Question and Answer No. 2 under Paragraph 4.06E for rationale used for this answer.)

**Question 6:** Can an employee be reassigned to work non-scheduled non-connecting overtime after he has exceeded the 12 hour right to refuse provision or when the call out would result in his working in excess of the 12 hour limitation when this requirement has not been suspended?

**Answer 6:** This section (4.06E) does not permit the assignment of involuntary non-scheduled, non-connecting overtime to employees who have already met the 12 hour right to refuse provision.

An employee may be assigned such overtime when he is approaching, but has not exceeded the 12 hour limitation in the absence of a valid reason. Should the overtime assignment extend him beyond the 12 hours for the week he should be released or retained in accordance with Answer No. 5 under Paragraph 4.06E.
Question 7: Is it permissible for the Company to release an employee from a new overtime assignment after he has worked in excess of 12 hours when such employee was entitled to the overtime when it was initially assigned by virtue of his position on the overtime report?

Answer 7: Once an employee has been given a new overtime assignment he should not be relieved by another employee, provided the work can be completed in a reasonable period of time. However, if the assignment is expected to extend into a long period of time, the employee may be relieved by another employee who has not worked in excess of 12 hours.

Example: An employee is given a new assignment at 5:00 P.M. after he has worked 12 hours overtime during the particular week. It is expected that the work assignment will take eight (8) or more hours to complete. The employee may be relieved by another employee prior to the completion of the assignment even though the employee initially assigned is willing to remain on the job. (See Question and Answer No. 5 under Paragraph 4.06E for rationale used in this example).

Question 8: An employee is scheduled to work an 8 hour tour - Monday through Friday. Monday is a holiday and the employee works that day. Does the 8 hours worked on the holiday count toward the 12 hours of overtime that is described in Paragraphs 4.06E and the 15 hours of overtime that is described in 4.06G?

Answer 8: No, scheduled time worked which is not in excess of the equivalent 5 normal tours does not count as overtime worked even though such time may be paid at the premium rate. In the above condition, the employee has only worked 40 hours as scheduled, Monday through Friday. The employee would not have any overtime hours counted toward the 12 and 15 hours.

Comment: Only overtime worked that is scheduled or called out counts toward the 12 and 15 hours described in Paragraphs 4.06E and G. Premium time paid on holidays does not count toward the 12 and 15 hours even though the employee was scheduled and worked on the holiday.
Differential Payments

Condition: An employee is regularly scheduled tours for which evening or night differentials are applicable. He is to be sent to school for four weeks and the hours of the school are from 8:00 A.M. to 5:00 P.M.

Question 1: Should this employee, while attending school from 8:00 A.M. to 5:00 P.M., be paid the evening or night differentials to which his regular tour of duty entitles him?

Answer 1: No. Differential payments for evening or night work are not a part of the employee's basic wage, but are extra payments for work performed after 7:00 P.M. and before 7:00 A.M.

Although the employee has a regular schedule of tours for which evening or night differentials are payable, that schedule is changed and the employee works tours that begin after 7:00 A.M. and end before 7:00 P.M. Therefore, he is not entitled to evening or night differentials.

However, if the change in schedule is made without 48 hours notice, then all hours worked within the 48 hours after notice of the change, but outside of the officially posted tour shall be paid for at the overtime rate.
Differential Payments

Condition A: An employee performs scheduled and overtime work during the period 7:00 p.m. to the following 7:00 a.m.

Question 1: How many evening or night differentials should they receive?

Answer 1: An employee is usually entitled to receive only one (1) differential for work performed during the period 7:00 p.m. to the following 7:00 a.m. However, an employee may receive a total of two (2) such differentials for work performed between 7:00 p.m. and the following 7:00 a.m. as follows:

a. Connecting overtime work ends after 8:00 p.m. and next scheduled work starts before 7:00 a.m. on the following day.

b. Back to back tours that fall wholly or partially within the period 7:00 p.m. to the following 7:00 a.m.

c. Non-connecting overtime of four (4) or more hours that falls wholly or partially within the period 7:00 p.m. to the following 7:00 a.m. and next scheduled work starts before 7:00 a.m. on the following day.

Note: When overtime work connects with a tour that ends after 7:00 p.m. or one that starts before 7:00 a.m., no additional differential will be paid for such connecting overtime work.

The following examples may be helpful when applying the provisions of Sections 4.07 A-E.
Example 1

<table>
<thead>
<tr>
<th>DAY</th>
<th>CODE</th>
<th>START TIME</th>
<th>END TIME</th>
<th>NUMBER OF E/N DIFFS</th>
<th>ARTICLE NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monday</td>
<td>SC</td>
<td>10:00A</td>
<td>6:00P</td>
<td>0</td>
<td>4.07A&amp;B</td>
</tr>
<tr>
<td>Monday</td>
<td>OT</td>
<td>6:00P</td>
<td>9:00P</td>
<td>1</td>
<td>4.07C&amp;E</td>
</tr>
<tr>
<td>Tuesday</td>
<td>SC</td>
<td>12:00M</td>
<td>8:00A</td>
<td>1</td>
<td>4.07A&amp;B</td>
</tr>
</tbody>
</table>

Comments: The Employee is entitled to a differential payment for the scheduled tour of 12:00M - 8:00A Tuesday. Additionally, they are entitled to a differential for the connecting overtime (4.07C) of 6:00P - 9:00P on Monday. The differential for the connecting overtime is paid because it meets the requirements of 4.07E - the employee earned a differential under 4.07C and starts their next scheduled work prior to 7:00A.

Example 2

<table>
<thead>
<tr>
<th>DAY</th>
<th>CODE</th>
<th>START TIME</th>
<th>END TIME</th>
<th>NUMBER OF E/N DIFFS</th>
<th>ARTICLE NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wednesday</td>
<td>SC</td>
<td>4:00P</td>
<td>12:00M</td>
<td>1</td>
<td>4.07A&amp;B</td>
</tr>
<tr>
<td>Thursday</td>
<td>SC</td>
<td>12:00M</td>
<td>8:00A</td>
<td>1</td>
<td>4.07A&amp;B</td>
</tr>
<tr>
<td>Friday</td>
<td>SC</td>
<td>4:00P</td>
<td>12:00M</td>
<td>1</td>
<td>4.07A&amp;B</td>
</tr>
</tbody>
</table>

Comments: The Employee is entitled to a differential payment for each of the scheduled tours 4:00P-12:00M on Wednesday, 12:00M-8:00A on Thursday, and 4:00P-12:00M on Friday. They are entitled to two(2) differentials during the period Wednesday at 7:00P to Thursday at 7:00A, because they worked back to back tours that fell wholly or partially within the period 7:00P to the following 7:00A.

Example 3

<table>
<thead>
<tr>
<th>DAY</th>
<th>CODE</th>
<th>START TIME</th>
<th>END TIME</th>
<th>NUMBER OF E/N DIFFS</th>
<th>ARTICLE NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monday</td>
<td>SC</td>
<td>6:00A</td>
<td>2:00P</td>
<td>1</td>
<td>4.07A&amp;B</td>
</tr>
<tr>
<td>Monday</td>
<td>CO</td>
<td>9:00P</td>
<td>1:00A</td>
<td>1</td>
<td>4.07D&amp;E</td>
</tr>
<tr>
<td>Tuesday</td>
<td>SC</td>
<td>6:00A</td>
<td>2:00P</td>
<td>1</td>
<td>4.07A&amp;B</td>
</tr>
</tbody>
</table>

Comments: A differential is due for each of the scheduled tours 6:00A - 2:00P on Monday and Tuesday. A differential is also payable for the call-out on Monday of 9:00P-1:00A, since it meets the requirements of 4.07E, the employee earned a differential under 4.07D and starts their next scheduled work prior to 7:00A.
**Condition B:** Two employees are scheduled midnight to 8:00 a.m. and 4:00 p.m. to midnight, respectively. This entitles each employee to receive a night differential. These two employees trade hours resulting in two night differentials being paid during one 7:00 p.m. to 7:00 a.m. period to each employee.

**Question 1:** Should these employees be paid two night differentials during one 7:00 p.m. to 7:00 a.m. period, since back-to-back tours were created?

**Answer 1:** Yes. When two employees change their schedules and this change results in two night differentials being paid during one 7:00 p.m. to 7:00 a.m. period, that is acceptable if these employees would have had those differentials on the original schedule and the change does not result in paying more money.

**Condition C:** An employee’s normal schedule is 8:00 p.m. to 4:00 a.m. and they are scheduled to work on an observed holiday?

**Question 1:** Should this employee receive more than one evening or night differential?

**Answer 1:** No. An employee is entitled to one evening or night differential for work performed between 7:00 p.m. and the following 7:00 a.m. In this case, the employee would either receive an evening or night differential as part their regular pay for the holiday or for working an evening or night tour on the holiday.
BELLSOUTH TELECOMMUNICATIONS
AGREEMENT INTERPRETATION #04-07-03

Agreement Reference: Article 4
Section 4.07G

TRAINING DIFFERENTIALS

Condition A: An employee is designated by the Company to assist in the training of another employee.

Question 1: Is a training differential payable for such training work?

Answer 1: Training differentials are payable (except to Service Assistants, Accounting Assistants, Service Evaluators and employees carrying a "senior" title) in accordance with 4.07G1.

Where specifically provided, such payments are made to an employee training another employee. For examples, see 4.07G1 a,b,c,d, and e. Unless specifically provided otherwise in 4.07G1, such payments are to be made only for an employee training a group of employees as provided in 4.07G1f.

Note: Prior to 1977 bargaining, Paragraph 3.11B1.d (now Paragraph 4.07G1.d) stated "Employees, other than employees carrying a "senior" title, paid on Wage Scales 03, 05, 08, 30, 33, 40, 75, and 76 who are designated by the Company to train another employee to qualify for a work assignment, as differentiated from answering questions about his work or explaining his work duties as a matter of information, shall receive the differential set forth in "2" below."

This clearly excluded Service Observers in Operator Services who were on Wage Scale 74. Due to clerical restructuring in 1977 bargaining, Wage Scale 74 was combined with Wage Scales 08 and 21 to form new Wage Scale S1, and the title Service Observer was changed to Service Evaluator. There was no discussion or bargaining and never any intent to make the Service Evaluator eligible for the training differential.
Also, in 1974 bargaining the Senior Accounting Clerk, Wage Scale 08 was combined with Accounting Assistant and the title Accounting Assistant was retained.

There was no intent to make those employees performing the duties included as part of the Senior Accounting Clerk title eligible for the training differential.
BELLsOUTH TELECOMMUNICATIONS
AGREEMENT INTERPRETATION #04-07-04

Agreement Reference: Article 4
Sections 4.07H & I

DIFFERENTIAL PAYMENTS

General Comments:

In connection with the administration of Sections 4.07 H & I of the Agreement, the following understanding is agreed to and was effective as of May 1, 1960.

(The term "craftsman" in this 1960 agreement has been changed to "employee(s)" to reflect applicability of working leader differentials to all titles as bargained in 1989.)

1. The Company determines supervisory requirements and placement.
2. The Company will determine whether or not anyone is to be designated to be in charge in the absence of a supervisor.
3. If someone is to be designated as in charge in the absence of a supervisor, the Company will determine whether to appoint a relieving supervisor on a supervisory relief differential basis, whether to designate a Working Leader to be in charge, or to assign another supervisor to assume the responsibility.
4. The Company will determine the number of employees who will be designated to perform in Working Leader duties and the type situations in which they will be used.
5. In those cases where an employee is designated to perform the duties of a supervisor, such employee will be assigned work ordinarily performed by non-supervisory employees only when such work would be proper for the supervisor being relieved.
6. Employees temporarily designated as Working Leaders shall be paid in accordance with Appendix A, Part I of the Agreement.
7. The maximum rate above the appropriate wage scale for a Working Leader shall be $12.00 per week.

Summary

A. The first four paragraphs of the Memorandum of Agreement point out that the Company alone will make determinations as to how work groups will be supervised.
The fifth paragraph of the Memorandum of Agreement refers to the relieving of supervisors who are appropriately classified as exempt "Executive" under 14.02 and does not limit the performance of work by employees relieving other supervisors.

B. The basic Company policy with respect to supervisory appointments and assignments (which is in accord with the Agreement as written and with statements the Company made in the bargaining session when Paragraph 14.02 was agreed upon) was summarized in a letter to the Union dated June 28, 1954, as quoted below:

1. Provisions of letter pertaining to exempt "Executive" supervisory employees:

"Supervisory employees who are classed as "executive" under the provisions of the Fair Labor Standards Act, will not, as a general practice, perform work ordinarily performed by non-supervisory employees, except for purposes of instruction, or to meet emergency conditions. However, as indicated in Article 14.02 of the Working Agreement, there are proper exceptions to these general practices with respect to supervisory employees who are classed as "executive" under the provisions of the Fair Labor Standards Act, and when it is necessary in the interest of the service or economical operation of the business, such supervisory forces will be assigned to non-supervisory work."

a. This policy continues in effect without modification except that the Company and the Union have specifically provided in the above Memorandum of Agreement that the policy presently applied to exempt "Executive" supervisors will also be applied to employees relieving exempt "Executive" supervisors. Accordingly, when the Company designates an employee to be a relieving supervisor he will be expected to perform the full functions of a supervisor.

1. When an employee is designated to relieve a supervisor who is classified exempt "Executive", rather than being designated as a Working Leader - he will be assigned duties normally assigned and he will be treated as if he were subject to the same restrictions in connection with the performance of craft work as is provided in Section 14.02 of the Agreement.

a) For administrative purposes, the Company will claim the "Executive" exemption for employees relieving exempt "Executive" supervisors only when appointments are made to an "Acting" title under 4.07H2.

2. Provisions of letter pertaining to supervisory employees other than those classified exempt "Executive" state:

"Supervisory employees are appointed as such to discharge specific responsibilities as management representatives of the Company, and
of course, have an obligation to discharge these responsibilities during all or a portion of their work assignments. In those cases where the time required to fulfill such management responsibilities is less than the full working time of the supervisory employee, it is contemplated and expected that they will be assigned and/or perform work ordinarily performed by non-supervisory employees for the remainder of their work assignment."

a) This policy continues in effect without modification. Accordingly, as heretofore, if an employee is designated to relieve a supervisor who is not classified exempt "Executive", the relieving employee will be assigned and/or perform work ordinarily performed by non-supervisory employees to the extent that the time required to fulfill management responsibilities is less than the full working time of the relieving employee.

C. The Company, in discussing this Agreement with the Union, pointed out that it expects a substantial reduction in the number of instances where employees will be designated to relieve supervisors. The Union also was advised that the Company does not anticipate that the use of Senior employees during absences of supervision will be wide-spread but rather that in many instances the employees involved will receive supervision from other designated available supervisors.

1. In applying the above, it is contemplated that there will be instances where it will be appropriate to designate an employee as a Working Leader during the absence of a supervisor even though there is no Working Leader regularly assigned in the group.

2. It should be recognized that in applying the above policies the amount of extra wages paid in connection with relieving absent supervisors should be materially decreased. For example, assuming the absence of a supervisor for a payroll period of two weeks: if one of the craft employees were designated as the relieving supervisor, he would receive 10% extra pay for relieving; if he were designated as the Working Leader, he would receive $12.00 extra pay as the Working Leader. If the employees of the work group were to receive supervision from another supervisor, no extra payment would be involved.

3. In an arbitration case where the grievant claimed pay for working leader differentials without having been designated by the Company as a working leader, the Arbitrator in denying the claim, commented to the effect that the Company is empowered by the provisions of Paragraph 4 above (see General Comments), to designate working leaders, and, even more importantly, to determine "the type situations in which they will be used."
BELLSOUTH TELECOMMUNICATIONS
AGREEMENT INTERPRETATION #04-07-05

Agreement Reference: Article 4
Section 4.07H

ACTING MANAGEMENT

Question 1: When an employee is appointed to an "acting" management title under the provisions of 4.07H2, should union dues deductions be discontinued?

Answer 1: No. The use of "acting" management titles for employees within the bargaining unit who temporarily relieve management employees was bargained with the Union and it was agreed that such employees would retain their union membership and that deductions would be made for union dues. It was also understood that employees with such "acting" titles would not be active in the processing of grievances for either the Union or the Company.

Also, it should be noted that a craft employee relieving as an "acting" management employee should not normally take disciplinary action against craft employees. The need for such action should be referred to an available first-level supervisor or to the second-level for the group.
ACTING TITLES

Question 1: How long may an acting title remain in effect?

Answer 1: Appropriate uses of acting titles are as follows:

1. Acting titles may be used during the period in which temporary employees may be hired in connection with technological changes, when appropriate, in any department as needed.

2. Acting titles may be used as needed to provide relief for an employee who is out sick and is expected to return to work.

3. Acting titles may be used as needed in connection with imported employees up to the maximum length of the import season.

4. Acting titles may be used in other special circumstances where warranted for periods normally not to exceed six months.

In situations other than those above and when it is felt that an acting title is appropriate for more than six months, the case should be referred to the appropriate Labor Relations Manager or Director, who may give concurrence based on the particulars of the situation.

It should be noted that BellSouth testing policy generally gives employees test exemption due to performance when they have successfully performed the duties of a job for six months or more in the past five years, even if the job title was not permanent.

Question 2: How are employees in Acting Titles treated during a surplus?

Answer 2: They are treated in accordance with their seniority in their permanent title, not the acting one. This applies whether the employee has been acting in a higher rated craft title or in a management position.
Agreement Reference:  Article 4
Section 4.071

WORKING ON A HIGHER RATED JOB

Condition A:  An employee who is receiving a higher rated job differential is also
designated as a working leader on such higher rated job.

Question 1:  Does the employee receive differentials for working on a higher rated job
and also for serving as a working leader on the same day or days?

Answer 1:  Yes, subject to the maximum for each type of differential for each calendar
week as provided in 4.0712.

1. Employees who relieve on higher rated jobs should have their wage
rate on the higher rated job determined by using their total wage
experience months on their existing job.

2. Example: If an employee is at the top of a 48 month scale but
actually has a total of more than 48 months experience and is
relieving on a 60 month scale, the total months of experience are used
to determine the comparison wage step on the 60 month scale.

3. No adjustment to the wage experience date as called for under
Paragraph 2.06 for promotion is required.

4. The amount paid also cannot exceed the maximum rate of the higher
wage scale.

Condition B:  On the posted weekly schedule, an employee is scheduled to work on a
higher rated job classification for which a differential is applicable, for the
week, Monday through Friday. On Wednesday, the employee is absent and
coded IP.

Question 1:  Should the employee be paid the higher rated job differential for
Wednesday?
Answer 1: No. Article 4.07I states that such differentials are due for "time worked" in the higher rated job classification. Illness absence does not qualify as time worked.

Condition C: An employee at top pay on wage scale 10 works all week in a wage scale 14 position and receives the higher rated job differential in accordance with 4.07I; however, 4.07I2 limits the differential to an amount no greater than wage scale 14 top pay.

Question 1: If the wage scale 10 employee works 60 hours while working in the higher rated wage scale 14 job, should the overtime pay of 22.5 also include the differential for working in a higher rated job?

Answer 1: Yes, in determining the cutoff in the amount of differential given when working in higher rated job, comparison is made between the basic hourly rate of the lower wage scale plus differential to the basic hourly rate of the higher rated job.
AUTHORIZED HOLIDAYS

General Comments:

Article 5 provides eligibility and scheduling requirements for holidays, optional holidays, Excused Work Days (paid and non-paid) and vacations. Following are some comments and/or questions in connection with these procedures:

Question 1: When a specified holiday falls in the middle of the week, may another day be observed for the holiday in order to provide a long week-end for employees?

Answer 1: No. The only situation in which specified holidays may be observed other than on the days they occur is when holidays occur on Saturday for forces not normally subject to Saturday scheduling, in which case the holiday is observed on Friday; or when holidays occur on Sunday, in which case they shall be observed on Monday following.

Condition A: Some locations desire to substitute an optional holiday for a day of special local significance. The following locations indicate holidays where one of the four optional holidays may be substituted.

**Alabama**

Confederate Memorial Day (Fourth Monday in April):

- Bay Minette
- Brewton
- Citronelle
- Evergreen
- Flomaton
- Jackson
- Mt. Vernon
- Thomasville

Mardi Gras Day:

- Fairhope
- Mobile

Issue Date: March, 1984

AI #05-01-01 Most Recent Issue Date: December, 1996
**Louisiana**

Mardi Gras Day:
- Covington District except Montegut
- Hammond Group Morgan City
- Donaldsonville New Orleans Districts
- Houma except Franklin Opelousas
- Lafayette Patterson
- Lockport Raceland
- Thibodaux

Rice Festival:
- Crowley
- Rayne

Sugar Cane Festival:
- New Iberia
- St. Martinsville

Jefferson Davis Parish Festival:
- Jeanerette
- Lake Arthur
- Gueydan

**Mississippi**

Mardi Gras Day:
- Bay St. Louis
- Biloxi
- Gulfport
- Hurley
- Mississippi Test Facility (NASA)
- Moss Point
- Ocean Springs
- Pascagoula
- Pass Christian
- Pearlington
- Picayune
- Van Cleave

Band Festival Day:
- Greenwood
Locations, other than those listed, desiring to substitute Optional Holidays must arrange for approval in advance from appropriate labor organizations.

Condition B: An employee wishes to schedule an Optional Holiday in the week with another holiday or desires to schedule two (2) or more Optional Holidays in the same week.

Question 1: May employees schedule Optional Holidays during the week which has a specified holiday?

Answer 1: Yes, employees may schedule Optional Holiday during the week in which a specified holiday falls. An Optional Holiday will not count as time worked toward 49 hours in a week taken with a specified holiday unless the employee actually works on the optional holiday. (See 4.01D)

Question 2: May an employee schedule more than one optional holiday in a week.

Answer 2: Yes, more than one optional holiday may be scheduled in a week. But no more than one optional holiday will count as time worked towards computing 49 hours worked in a week, unless the employee actually works on one of the optional holidays. (See 4.01D)

Question 3: Can an employee designate any day as an Optional Holiday including Sunday?

Answer 3: Yes, an employee can designate any day as an Optional Holiday including Sunday. If a Sunday is selected and is available, the employee should be allowed off on Sunday.

Question 4: Does the employee have the right to reschedule an Optional Holiday any time during the year even though the day is not available?

Answer 4: No, employees may only reschedule Optional Holidays to any day that is available. If the day requested is unavailable, the employee should be advised that the Company will hold the request in accordance with Section 5.07F. At the time the weekly schedule is prepared, the Company must decide, based on service requirements, whether the request to reschedule the Optional Holiday can be granted. The request should only be granted if the employee can be scheduled off on the requested day.

The above interpretation is based on the language in Section 5.07C which deals with rescheduling, vacation and other time off (including Optional Holidays). Section 5.07C1 states that the Company will reschedule the day if no replacement is required. Section 5.07F establishes the priority for granting time off under Section 5.07C.
OPTIONAL HOLIDAY FOR TEMPORARY EMPLOYEES (5.01A2b)

General Comments:

1992 Grievance settlement (Noah Savant and Alta Moseley)

Temporary employees may schedule one Optional Holiday for each equivalent quarter or major portion of a quarter (interpreted as six weeks minimum) that he is expected to be on the payroll. This Optional Holiday may be taken on any available day during their term of employment and will not be restricted to one day every three months, except that a person hired after November 15 is not eligible for Optional Holidays in the current calendar year. Obviously, it's important for the department requesting the temporary employee to have a good estimate of how long the person is expected to work so that the correct number of days may be allotted. Should the term of employment extend beyond the original estimate, additional Optional Holidays will be selected in accordance with the same process.

Condition A: Temporary employee is hired February 8, 1993 and expected to be on the payroll through March 13, 1993.
Question 1: Is the employee eligible for an Optional Holiday?
Answer 1: No. The employee is not expected to work the major portion of a quarter (over six weeks) and should not be allowed to receive one Optional Holiday.

Condition B: Temporary employee is hired February 8, 1993 and expected to be on the payroll until June 15, 1993.
Question 1: Is the employee eligible for any Optional Holidays?
Answer 1: Yes. The employee is expected to be on the payroll the equivalent of two quarters and is eligible for two Optional Holidays.

Condition C: Temporary employee is hired November 30, 1992 and expected to be on the payroll until October 1, 1993.
Question 1: Can the employee take an Optional Holiday on December 21, 1992?
Answer 1: No. They will not be eligible for an Optional Holiday in 1992 since they were hired after November 15.
Question 2: Can the temporary employee take two Optional Holidays first quarter since he is to be on the payroll several quarters?
Answer 2: Yes.
**BELLSOUTH TELECOMMUNICATIONS**
**AGREEMENT INTERPRETATION #05-01-02**

**Agreement Reference:** Article 5  
**Section 5.01**

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**OPTIONAL HOLIDAY ON ROTATIONAL DAYS (5.01A2)**  
*(Applies to Operator Services only.)*

**Question 1:** Can an Optional Holiday be selected on a day that is a rotational day, namely Christmas Eve, New Year's Eve, Easter, and Mother's Day?

**Answer 1:** Yes. But, since these days are rotated for equalization work opportunities, if an employee selects one of these days as an Optional Holiday the rotation takes precedence (regardless of the employee's seniority) in determining if the employee will be scheduled off or scheduled to work. *(See 13.03B.)*
BELLSOUTH TELECOMMUNICATIONS
AGREEMENT INTERPRETATION #05-05-01

Agreement Reference: Article 5
Section 5.05

EXCUSED WORK DAYS

Condition A: An employee is laid off on November 1, 1990 but subsequently rehired (recalled) on April 15, 1991 with the continuity of his service protected under the provisions of 7.02A8. At the time of the April 15, 1991 re-engagement, the employee was placed on the payroll with a seniority date of 6-10-88.

Question 1: Does this employee meet the requirement of 5.05A of having at least six (6) months of seniority on January 1, 1991 and is, therefore, entitled to Excused Work Days for that year?

Answer 1: Yes. This employee would have the entitlement of 4 paid days per 5.05A1.

Condition B: The Company can designate an Excused Work Day under Paragraph 5.05C.

Question 1: What procedures should be followed to designate an Excused Work Day?

Answer 1: To establish a Company designated Excused Work Day (applicable only for groups that will not be scheduled to work) approval must be obtained from the appropriate department head and concurred in by the appropriate Human Resources – Labor Relations department head, after consultation with other department heads who might be affected. While there may be instances in which the Company designation of a day would be logical, there are some important considerations which should not be overlooked. Disruption of work can result if a common day is permitted in a work group or a locale which contains employees who perform support functions for employees in other work groups, other departments or other locales in which a common day is not being utilized.

Condition C: Excused Work Days for part-time employees should normally be granted on a scheduled work day and normally should cover the total hours in the scheduled work day. The excused paid time off should not normally exceed the number of hours the employee is scheduled to work that day, (i.e., if scheduled to work 4 hours, the excused work day time normally charged and paid for on that day should not exceed 4 hours.)
When the EWD hours for which an employee is entitled (either totally for the year or that portion remaining after the employee has utilized a number of hours on scheduled work days) are less than the hours in any scheduled day or work, they may be taken by having the employee work a partial tour and be excused and paid for the time equivalent to the remaining EWD entitlement or the employee may be excused without pay, or they may be combined with other remaining paid time off.

**PART TIME EWD ENTITLEMENT***
(4 Paid EWD's and 1 Unpaid Per Year)

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PART TIME EWD ENTITLEMENT*
(4 Paid EWD's and 1 Unpaid Per Year)

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* Applicable to 40 or 37.5 Hour work weeks.

Condition D: Payments on death of craft employee.

Question 1: When the death of a craft employee occurs, should we make payments to the employee's estate in lieu of any remaining unused optional holidays or excused work days?

Answer 1: No, the estate of a deceased craft employee only receives payments in lieu of any remaining unused vacation.

(5.05C)

Condition A: A work group has designated Friday, November 26, 1993, as a Company designated excused work day during November 1992 vacation selection process.

Question 1: If an employee was on benefits the week of Thanksgiving and her work group had Friday, November 26, 1993 designated as an excused work day, can she reschedule that designated day upon her return to work in December, 1993?

Answer 1: No. Once a day has been designated by a work group as a Company designated excused work day, it is no longer available to be rescheduled. It must be taken on Friday, November 26, 1993 only or is lost.
BELLSOUTH TELECOMMUNICATIONS
AGREEMENT INTERPRETATION #05-10-01

Agreement Reference: Article 5
   Section 5.10

VACATION TREATMENT FOR EMPLOYEES
RETURNING TO THE SERVICE

General Comments:

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 all of his vacation for the year in which he resumes employment, shall be
eligible for a vacation when he has worked for as much as thirteen weeks following his
last paid vacation or pay received in lieu of vacation.

Question 1: What is meant by the words which state, "... has worked for as much as
thirteen weeks ..."?

Answer 1: "As much as thirteen" means 65 (5 x 13) working days. Only days actually
worked should be counted. For this purpose, credit should be given for a
whole day even if only a part of the day was actually worked. Also, an
Excused Work Day or Optional Holiday should be counted as a worked
day for this purpose.

The intent here is to count each day the employee actually puts in time on
the job, plus Excused Work Days and Optional Holidays if such days
would have been considered in computing time worked as defined in the
Agreement, Paragraph 4.01C1.

Question 2: Is the "13 weeks following his last paid vacation or pay in lieu of vacation"
provision applicable to an employee rehired after a layoff under the
provisions of Article 7?

Answer 2: No. An employee rehired under the provisions of Article 7 with the
continuity of his service protected is immediately eligible for any vacation
to which his net credited service entitles him under section 5.06.

Question 3: Does an employee returning to work following a CNC leave, whether
connected with an ADL or not, have to wait 13 weeks following the last
vacation or pay in lieu of before being eligible to receive any vacation that
is due for the current calendar year?
Condition A: The Agreement, Paragraph 5.10, contains vacation treatment provisions for employees returning to the service from leave and transferring from another Company. In some instances, employees returning under these conditions may be eligible for more vacation days than there are days remaining in the year. For example, an employee with eleven years service returns from a one year leave of absence on September 15, 1992. This employee completes 13 weeks of work on December 14, 1992. According to the Agreement, Paragraph 5.06, this employee would normally be entitled to three weeks (15 days) vacation. However, only 12 days remain from December 15 through December 31, 1992 (excluding December 25).

Question 1: How is vacation treatment handled in such situations?

Answer 1: Vacations for such employees may be taken only during the calendar year within which they are due. Employees who are eligible for three or more weeks of vacation under the Agreement provisions mentioned above, shall be granted vacation not exceeding the time remaining in the vacation year. In the above example, the employee would be granted 12 days vacation.

There are no provisions for payment in lieu of vacation which cannot be taken due to lack of remaining days in the year, and this should not be done.

Eligibility for a certain number of weeks (or days) of vacation is only valid to the extent of the remaining days in the year which can be taken as vacation to cover such eligibility. The only exceptions for employees are described in Paragraph 5.06A2a and 5.12A and B (carry over).
SCHEDULING VACATIONS, ETC.

Condition A: An employee has been granted an Anticipated Disability Leave or a Personal Leave which begins before November 1 and will end after December 15.

Question 1: Should this employee be contacted for selection of vacation periods for the following year during the current vacation selection period (November 1 - December 15)?

Answer 1: No. This employee cannot accurately be entered on the Vacation, Optional Holiday and Excused Work Day Schedule as his seniority date may change due to adjustments connected with the leave. This employee should be allowed to select his vacation periods from the remaining available weeks upon his return.

Condition B: An employee has been granted a Union or Military Leave which begins before November 1 and will end after December 15.

Question 1: Should this employee be contacted to select vacation for the following year during the current vacation selection period (November 1 - December 15)?

Answer 1: No. While these leaves do not of themselves result in adjustments to seniority date, such an employee must return from leave on the prescribed date before it can be definitely established he met the terms of the leave so as not to suffer such adjustments. Upon his return to duty, this employee can select from the remaining available weeks.

Condition C: An employee delivers a baby without going on an Anticipated Disability Leave and the November 1 - December 15 vacation selection period falls during her period of disability.

Question 1: Should such an employee be allowed to select her vacation periods during the current vacation selection period?
Answer 1: Yes. This employee is actually on benefits and not subject to seniority date adjustments.

Note 1: Employees on benefits, vacation, and loan to other work groups and employees who are known to be entering the work group during the current vacation selection period should be contacted and allowed to select vacation for the coming year pursuant to her seniority date.

Condition D: An employee has 5 weeks of vacation eligibility.

Question 1: May the employee select 5 weeks as a segment under 5.07B?
Answer 1: Yes, the employee may select 5 weeks vacation as one segment during the initial selection period except during the months of June through September.

Condition E: In November an employee has been selected for an Article 12 transfer request and will be reporting to her new job on 12-31.

Question 1: Should this employee be contacted to select vacation for the following year with her new work group during the current vacation selection period (November 1 - December 15)?
Answer 1: Yes. If an employee is scheduled to report to the new job before January 1, she should be contacted and allowed to select vacation for the coming year pursuant to her seniority date.

Note: When the size of the work group allows, employees will not be scheduled to work the Saturday preceding or the Sunday following a segment of vacation. However, in small work groups, staffing requirements may dictate that someone be scheduled to work the Saturday before and/or the Sunday after a segment. Generally, however, this should be avoided. When it is not possible, management should discuss the situation with the Local CWA President. (See Section 5.07B4a1.)

RESCHEDULING TIME OFF (5.07)

Question 1: If an employee submits a request to reschedule less than a segment of his vacation and no replacement is required, should his request be granted?
Answer 1: Yes.

Question 2: What criteria should be used to determine if a replacement is required?
Answer 2: A replacement is not required if the request can be granted without a backfill or if excused time is being offered.
A vacation request may be denied on the basis that a replacement would be required when a backfill is not available. Normally, the number of weeks posted should be assumed to be available without replacement; however, changing conditions may support the denial of a change request even when fewer employees are on vacation than were initially posted.

Question 3: Should an employee be allowed to call in and request a day of vacation, an excused workday or an optional holiday for that same day?

Answer 3: Yes, provided there is no additional cost to the Company. Such requests should be handled with as much flexibility as possible while still maintaining good business practices. The employee must make his request before his tour for that day has begun.

Question 4: Should an employee's vacation be rescheduled upon request when such employee becomes ill on the first day of the second week of a two week consecutive vacation period?

Answer 4: Yes. Vacations must be rescheduled upon request if the employee is ill on the first day of any full week of vacation to the extent he would not be able to take that vacation or return to work and reports his illness of the first day of such week. (Must report the illness on the first day of vacation prior to 5 P.M.).

Question 5: Throughout the administration of 5.07F, does the supervisor always have the power to grant a request for time off at the time the request is made?

Answer 5: No. If the request is for a future date other than the same day or the next day, the supervisor should always wait until after the end of the midnight to midnight period of the day the request was received, and should grant the request based on the requests received during that 24 hour period.

Question 6: When does the "earliest request" determine who is granted the time off when multiple requests are received for the same days or the same period?

Answer 6: The earliest request only counts when two or more people request time off from the same category in 5.07F2 and the requests are received in different 24 hour periods.

Example:

On November 1, employee "A" requests to reschedule a full week segment of vacation for the week of 11-16. Based on business conditions, the supervisor was unable to commit to granting the request on November 1, and held the request on file. On November 3, employee "B" requests a full segment of vacation for the same week. Again, the supervisor cannot commit and places "B's" request on file along with "A's". On November 9, the supervisor is in a position to grant the request.

Employee "A's" request should be granted because it was the earliest request for the same 5.07F2 category, and was not received in the same 24 hour period as "B's" request.
Question 7: When will the "highest priority" in 5.07F2 determine who will receive time off when multiple requests are received?

Answer 7: The highest category in order of priority in 5.07F2 will always rule when two or more employees request to reschedule time off from different categories in 5.07F2 prior to the granting of the time off, regardless of whether or not the requests were received in the same 24 hour period or on different days.

At the time the request can be granted, the supervisor will grant the request which is the highest in priority. However, if there are two or more requests for the highest priority, and they were received on different days, then the principles in Question and Answer 7 above will determine which request will be granted based on the earliest request. If there are two or more requests for the highest priority, and those requests were the earliest and were received in the same 24 hour period, then the principles in Question and Answer 9 below will apply, and the senior of those requests will receive the time off.

Example 1:

On November 2, employee "A" requests an Optional Holiday for November 16. The supervisor is unable to commit to the granting of time off at that point. On November 5, employees "B" and "C" request an unpaid EWD for November 16. On November 9, the supervisor is now in a position to commit to the granting of the request for November 16.

The supervisor should grant employee "A's" request based on the fact that the request was for a higher priority category in 5.07F2 than "B's" and "C's" request. The fact that "B's" and "C's" requests were received in the same 24 hour period is irrelevant, since "A's" request was for a higher category.

Example 2:

On November 2, employee "A" requests an Optional Holiday for November 16. The supervisor cannot commit now. On November 3, employee "B" requests a full week segment of vacation for the week of November 16. On November 5, employee "C" also requests a full week segment of vacation for the week of November 16. On November 9, the supervisor is now in the position to grant time off for the week of November 16.

The supervisor should grant employee "B's" request. Employee "B" and "C" both requested the highest priority category under 5.07F2, but because they were received in different 24 hour periods, then the principle of Question and Answer 7 above breaks the tie, the "B's" request being the earliest.

Example 3:
On November 1, employee "A" (seniority date of January 2, 1960) requests a paid EWD for November 16. On November 3, employee "B" (seniority date of January 2, 1980) makes a request for a full week segment of vacation for the same week of November 16. Later on November 3, employee "C" (seniority date of January 2, 1970) also requests a full week segment of vacation for the week of November 16. The supervisor was unable to commit to the time off until November 9.

The supervisor should grant employee "C's" request. Even though employee "A" is senior and was the earliest request, "A's" was not the highest priority. "B's" and "C's" requests were for the highest priority, but were received in the same 24 hour period for the same category. Therefore, seniority between the two governs, and "C's" request will be granted (see Question and Answer 8 below).

Question 8: When does seniority determine whose request will be granted?

Answer 8: Seniority only counts when two or more requests for the same category are received in the same 24 hour period, and a request has not yet been granted by the supervisor. However, as with employees "B" and "C" in Example 1, Question and Answer 8 above, seniority will only break a tie if the tie is for the highest category on file when the request is granted. Example 3 above shows an occasion where seniority will govern.
BELLSOUTH TELECOMMUNICATIONS
AGREEMENT INTERPRETATION #05-08-01

Agreement Reference: Article 5
Section 5.08

VACATION PAY

General Comments:

Evening and night differentials and relieving differentials to be included in vacation pay, for any vacation period (includes EWD and holidays) shall be determined as follows:

1. Evening and Night (4.07A); Supervisory Relief (4.07H); and Higher Rated Job (4.07I)
   The amount of evening and night or relieving differential to be included in vacation pay, per vacation week, shall be the amount of such differential pay received during the third week prior to the beginning of the employee's vacation period involved. This will include any such differential pay received in connection with pay for absent time or vacation except that not more than five such differentials will be included. Evening and night differentials for excused work days and optional holidays are also determined and paid in the same manner.
   (Where an employee receives differential pay on more than five days during the third week preceding the beginning of the vacation period, the five days with the largest differential amounts received will be used).

2. Less Than A Full Week
   Where a vacation period involved represents less than a full week, the differential pay will be the appropriate portion of the weekly differential pay as computed above. This also applies to excused workdays and optional and specified holidays.
BELLSOUTH TELECOMMUNICATIONS
AGREEMENT INTERPRETATION #05-09-01

Agreement Reference: Article 5
Section 5.09

VACATION TREATMENT TO EMPLOYEES LEAVING THE SERVICE (5.09A)

General Comments:

An employee who leaves the service before his vacation is completed shall be granted pay in lieu of such vacation as he was otherwise entitled to receive during the remainder of the current calendar year. (5.09A).

Condition A: Employee who has not completed all vacation for that year requests leave of absence. (Also see 6.01).

Question 1: If an employee requests a leave of absence to be effective immediately following an initially scheduled vacation period (see 5.07B), should the employee be permitted to take such scheduled vacation before the leave of absence is made effective?

Answer 1: Yes. The employee should also be paid in lieu of vacation for any additional periods of vacation he was otherwise entitled to receive during the remainder of the current calendar year.

Question 2: If an employee requests a leave of absence for Anticipated Disability, must he take his vacation prior to the beginning of the leave or be granted pay in lieu of such unused vacation?

Answer 2: An employee going on a leave of absence for Anticipated Disability may elect to take his vacation prior to the beginning of the leave, may elect to be paid in lieu of any unused vacation for the calendar year in which the Anticipated Disability Leave begins, or may elect to carry such vacation forward to his return to work during the current calendar year. This is the only situation in which a vacation may be deferred until an employee returns from leave of absence.

Condition B: An employee resigns or is granted a leave of absence as of a specific date and is to be paid in lieu of any vacation he would otherwise be entitled to receive during the remainder of the current year.

Question 1: How is the amount of vacation determined?
Answer 1: The remaining amount of vacation pay due, determined as provided for under 5.06 and 5.08, should be handled as a payment in lieu of vacation due.

Note: If a holiday falls after the employee's active service is terminated, the employee is not entitled to any pay for the holiday or in lieu of holiday pay. For example, an employee who resigns as of June 30 and is due payment in lieu of two weeks remaining vacation is NOT entitled to pay for the July 4th holiday.

Condition C: An employee who is entitled to five weeks of vacation during the calendar year in which he retires (25 working days - Monday through Friday, other than observed holidays), will retire at the end of January.

Question 1: How should vacations be scheduled or given for such employees?

Answer 1: Vacations for such retiring employees should be scheduled for all work days in January (Monday through Friday), other than the observed holiday and, since the full five weeks of vacation cannot be scheduled for completion in the month of January, the remaining days of vacation entitlement should be paid for in lieu of vacation.

The following examples may be helpful in determining the number of vacation days to be paid for in lieu of vacation when employees who are entitled to five weeks of vacation retire without sufficient time left to take all entitled vacation.

Example 1:

Employee is to retire on January 31, 1993. There are 20 available days in January, excluding the holiday. (January 2-30 Monday through Friday).

a. Employee in active status:
   
   Optional Holidays
   Paid Excused Work Days
   Vacation days in January
   Pay in lieu of vacation
   
   (Employee is also paid holiday pay for New Year's Day).

Note: If an employee elects to observe the non-paid Excused Work Day for which he is eligible, there would remain only 11 days available for vacation in January, and 14 days would be paid in lieu of vacation.

b. The same employee was on sickness disability at beginning of the year, but was able to return to work on January 4, 1993. There are 19 days available in January after employee returns to work.
Optional Holidays 4
Paid Excused Work Days 4
Vacation Days in January 11
Pay in Lieu of Vacation 14

Note: If employee elects to observe the non-paid Excused Work Day for which he is eligible, there would remain only 10 days available for vacation in January and 15 days would be paid in lieu of vacation.

c. Employee who was on sickness disability at beginning of year did not recover until August 16:

Pay in Lieu of Vacation 0

(No payment is to be made in lieu of Optional Holidays or Excused Work Days. Employee was paid sickness disability from January 1 through August 15. Retired on July 31, pension payments applicable effective August 16).

Condition D: An employee accepts a SIPP offer. His last day on the payroll is December 31, 1997.

Question 1: Is the employee eligible for vacation pay for 1998?

Answer 1: Yes. BST craft employees become eligible for the next year's vacation allotment on December 31. Employees who terminate employment (other than for misconduct) on December 31 will be paid in lieu of vacation for the following year's vacation entitlement.

Condition E: An employee who has taken all of his vacation for the current year, goes on benefits and dies the following year without returning to work.

Question 1: Is the employee entitled to vacation pay for the year in which he died, even though he performed no work during the year?

Answer 1: Yes, for the year in which he died since that becomes the current calendar year. (See Paragraph 5.09A3)

Condition F: An employee who has not taken all of his vacation for the current year, goes on benefits and dies the following year without returning to work.

Question 1: Is the employee entitled to vacation pay for the year in which he died even though he performed no work during the year?

Answer 1: Yes, since the year he died becomes the current calendar year.
Question 2: Is the employee entitled to pay for the unused vacation in the previous year?

Answer 2: No, he is not eligible for the previous year's vacation since he did not return to duty (work) as required. (See 5.11B)

Question 3: Would the date the employee died have any bearing on the answer to Question 2 above?

Answer 3: The day and month of his death would not affect the answer; however, the year he dies does determine which year is the current calendar year.

Condition G: An employee goes on benefits before taking his earned vacation and remains on benefits through December 31st. While on benefits the employee requests retirement in the following year at the expiration of his authorized vacation.

Question 1: Is the employee entitled to vacation pay in the following year since he will perform no work in that year?

Answer 1: No, the employee should not be paid any vacation pay unless he is allowed to return to work prior to going on retirement. (See 5.10B.)

Question 2: Is the employee entitled to pay for the unused vacation from the previous year?

Answer 2: No, since he did not return to work prior to retirement.
BELLSOUTH TELECOMMUNICATIONS
AGREEMENT INTERPRETATION #05-09-02

Agreement Reference: Article 5
Section 5.09

VACATION TREATMENT FOR EMPLOYEE ON UNION LEAVE OF ABSENCE
(5.09A1a)

General Comments:

An employee who is granted a Union leave of absence is paid in lieu of scheduled vacation for the calendar year in which the leave begins, which falls within the initial period of such leave. Scheduled vacation which falls during an extended period of such leave is not "paid in lieu of."

The following examples may clarify vacation treatment for employees going on Union leaves of absence and those returning to work from Union leaves of absence.

Example 1:

An employee is scheduled for vacation October 4 through 17, 1992 (two weeks) and December 6 through 12, 1992 (one week). He requests and is granted a Union leave from September 1 through December 31, 1992. Since both scheduled vacations fall within the initial period of Union leave, the employee is paid in lieu of three weeks vacation.

Example 2:

An employee is scheduled for vacation April 5 through April 18, 1992 (two weeks) and August 2 through 15, 1992 (two weeks). He requests and is granted a Union leave from December 15, 1991 through December 14, 1992 (one year). The employee is not paid in lieu of the 1992 vacation. If the employee returns to work on December 15, 1992, he is entitled to only those vacation days remaining in 1992 (12 days).

Example 3:

An employee is scheduled for vacation June 7 through 13, 1992 (one week) and August 2 through 15, 1992 (two weeks). He requests and is granted a Union leave from February 3, 1992 through July 31, 1992. He is paid in lieu of the one week of vacation scheduled in June. On July 1, 1992 the employee requests an extension of Union leave from August 1 through January 31, 1993. He is not paid in lieu of the two weeks of vacation scheduled in August of 1992. Employee returns to work February 1, 1993 and is entitled to vacation for 1993 after he has worked for thirteen (13) weeks. (5.10A).
BELLSOUTH TELECOMMUNICATIONS
AGREEMENT INTERPRETATION #05-10-01

Agreement Reference: Article 5
Section 5.10

VACATION TREATMENT FOR EMPLOYEES
RETURNING TO THE SERVICE

General Comments:

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 all of his vacation for the year in which he resumes employment, shall be eligible for a vacation when he has worked for as much as thirteen weeks following his last paid vacation or pay received in lieu of vacation.

Question 1: What is meant by the words which state, "... has worked for as much as thirteen weeks ..."?

Answer 1: "As much as thirteen" means 65 (5 x 13) working days. Only days actually worked should be counted. For this purpose, credit should be given for a whole day even if only a part of the day was actually worked. Also, an Excused Work Day or Optional Holiday should be counted as a worked day for this purpose.

The intent here is to count each day the employee actually puts in time on the job, plus Excused Work Days and Optional Holidays if such days would have been considered in computing time worked as defined in the Agreement, Paragraph 4.01C1.

Question 2: Is the "13 weeks following his last paid vacation or pay in lieu of vacation" provision applicable to an employee rehired after a layoff under the provisions of Article 7?

Answer 2: No. An employee rehired under the provisions of Article 7 with the continuity of his service protected is immediately eligible for any vacation to which his net credited service entitles him under section 5.06.

Question 3: Does an employee returning to work following a CNC leave, whether connected with an ADL or not, have to wait 13 weeks following the last vacation or pay in lieu of before being eligible to receive any vacation that is due for the current calendar year?
Answer 3: No. Such an employee is immediately eligible for any vacation to which his net credited service entitles him under section 5.06.

Condition A: The Agreement, Paragraph 5.10, contains vacation treatment provisions for employees returning to the service from leave and transferring from another Company. In some instances, employees returning under these conditions may be eligible for more vacation days than there are days remaining in the year. For example, an employee with eleven years service returns from a one year leave of absence on September 15, 1992. This employee completes 13 weeks of work on December 14, 1992. According to the Agreement, Paragraph 5.06, this employee would normally be entitled to three weeks (15 days) vacation. However, only 12 days remain from December 15 through December 31, 1992 (excluding December 25).

Question 1: How is vacation treatment handled in such situations?

Answer 1: Vacations for such employees may be taken only during the calendar year within which they are due. Employees who are eligible for three or more weeks of vacation under the Agreement provisions mentioned above, shall be granted vacation not exceeding the time remaining in the vacation year. In the above example, the employee would be granted 12 days vacation.

There are no provisions for payment in lieu of vacation which cannot be taken due to lack of remaining days in the year, and this should not be done.

Eligibility for a certain number of weeks (or days) of vacation is only valid to the extent of the remaining days in the year which can be taken as vacation to cover such eligibility. The only exceptions for employees are described in Paragraph 5.06A2a and 5.12A and B (carry over).
BELLSOUTH TELECOMMUNICATIONS
AGREEMENT INTERPRETATION #05-11-01

Agreement Reference: Article 5
Section 5.11

VACATION TREATMENT TO SICK EMPLOYEES

Condition A: An employee with six or more months of net credited service who has not completed his vacation for the current calendar year is on sickness disability and is not expected to resume employment prior to January 1st of the following year.

Question 1: Is an employee entitled to receive pay in lieu of vacation while receiving disability pay?
Answer 1: No. An employee is not entitled to pay in lieu of vacation while receiving disability pay.

Question 2: Is an employee entitled to receive pay in lieu of vacation when he is placed on a disability pension at the expiration of benefits?
Answer 2: No. An employee is not entitled to pay in lieu of vacation during a period for which he is receiving disability pay (either disability benefits or disability pension).

Question 3: Is an employee who is granted a leave of absence at the expiration of benefits entitled to pay in lieu of vacation?
Answer 3: Yes. Such payment in lieu of vacation for the current calendar year is mandatory under the provisions of 5.11. However, if, at the expiration of benefits, an employee is granted a sickness leave of absence with pay as "other benefits", such employee is not entitled to pay in lieu of vacation.

Question 4: If the employee returns prior to December 31st of the current calendar year, should the employee be allowed to reschedule and take any vacation that was scheduled during a period of disability?
Answer 4: Yes. Such vacation should be rescheduled under 5.07C during the remainder of the calendar year in which the vacation was originally scheduled. If the rescheduling of such unused vacation is not appropriate under 5.07C, because there are not enough work days left in the calendar year following his return, or service conditions prevent the rescheduling under 5.07C, the unused vacation shall be lost unless the employee had an
approved carry-over request. However, every effort should be made to reschedule such vacation if there are enough days remaining in the year.

**Question 5:** If the employee returns after January 1st, should the employee be allowed to reschedule and take any vacation that was scheduled during a period of disability from the preceding year?

**Answer 5:** No. The employee is eligible only to any of his/her vacation remaining during the current calendar year.

**Condition B:** Due to medical reasons, an employee is only able to work half a work day and has medical evidence to support the condition (not associated with a benefit case)

**Question 1:** How should MTR be coded for absence time?

**Answer 1:** Employee should be coded I or IP for scheduled time not worked, depending upon completed NCS as described in 6.02A. This coding should continue until such time as the employee's medical condition is corrected or the degree of absence cannot be tolerated.

If this medical condition continues beyond a reasonable period of time, corrective action may have to be taken such as, employee may be assigned to part-time or four step disciplinary procedures may have to be implemented.

**Question 2:** How should MTR be coded for absence time if this time is associated with a benefit case?

**Answer 2:** Employee should be coded MT (modified tour) when an employee returns to limited duty. MT is summarized as a disability absence code to the benefits case. See BST Attendance and Punctuality practice.

**Condition C:** Employee is on Illness Benefits (IB) and desires to take vacation.

**Condition 1:** May an employee take vacation while on full benefits?

**Answer 1:** Vacation shall not be granted to an employee who is on full illness benefits.

**Condition D:** Employee is working a modified tour due to medical conditions.

**Question 1:** May the employee take vacation or unpaid E time for the half day he is scheduled to work on the modified tour?

**Answer 1:** Yes, if working conditions permit.
BELL SOUTH TELECOMMUNICATIONS
AGREEMENT INTERPRETATION #05-12-01

Agreement Reference: Article 5
Section 5.12

VACATION AND OTHER TIME OFF LIMITATIONS

Condition A: An employee has a week of vacation scheduled for December 12-18, 1993 but begins sickness disability on December 20, 1993. This employee returns to work on December 31, 1993.

Question 1: Is this employee allowed to reschedule such vacation into 1994?
Answer 1: Yes. The first five days of incidental absence that becomes a benefit absence can be rescheduled into the next year provided the employee has returned to work status by December 31st of the vacation year.

Note: An employee may carry over less than 5 days of vacation or less than a full week segment of vacation in accordance with 5.12A3.
PERSONAL LEAVES OF ABSENCE

Condition A: An employee takes an Anticipated Disability Leave (ADL) for maternity reasons to begin on 10-1-86. She delivers on 11-23-86, receives sickness benefits (IB) while on ADL through 1-1-87, and returns to work on 1-4-87. She had one week of unused 1986 vacation when she went on ADL and was not paid in lieu of vacation.

Question 1: How should her absence be coded for the period of disability payments?

Answer 1: An employee on ADL will be placed back on the active payroll when the certified disability period actually begins for all purposes, including the posting of attendance records, except for the granting of previous service. Employees with less than six months' service will be placed on sickness leave of absence. In the past, employees remained on ADL status while receiving disability payments.

Question 2: Is she entitled to the unused 1986 vacation?

Answer 2: No. Although she has been on ADL, under 5.11B vacations must be rescheduled during the remainder of the calendar year in which the vacation was originally scheduled. Also, 5.12 states that vacations are not cumulative and may be taken only during the calendar year in which they are due, except as provided in 5.06A2.

Question 3: Does the employee have to work the 13 weeks following her last vacation or pay in lieu of vacation to be entitled to this vacation?

Answer 3: No. Since the Anticipated Disability Plan is for a disability, the limitation of Article 5.10A does not apply to any of its provisions (e.g., ADL or CNC).
Condition B: An employee takes an Anticipated Disability Leave for maternity reasons to begin on 10-1-86. She delivers on 11-23-86, receives sickness benefits while on ADL through 1-1-87, and requests a Care of Newborn Child (CNC) leave effective 1-2-87. She had one week of unused 1986 vacation when she went on ADL and was not paid in lieu of vacation.

Question 1: Is she entitled to pay in lieu of the 1986 vacation under 5.11A?
Answer 1: No. Since she did not return in the calendar year in which the vacation was originally scheduled (5.11B), she is not entitled to the 1986 vacation.

Question 2: Is the employee entitled to pay in lieu of 1987 vacation?
Answer 2: No. The employee was on a leave of absence (ADL) on 1-1-87 and did not return before beginning another leave (CNC). Therefore, she is not entitled to 1987 vacation at this point.

If she does not return from CNC leave until 1-2-88, she would not be entitled to vacation for 1987.

If she returns from CNC leave on 6-7-87, she would be entitled to 1987 vacation.

Condition C: A pregnant employee delivers prematurely before taking an ADL on 11-23-86, receives sickness disability benefits through 1-1-87, and begins a CNC leave on 1-2-87. She had one week of unused vacation in 1986.

Question 1: Is the employee entitled to pay in lieu of the 1986 vacation?
Answer 1: No. She did not "return to duty" under 5.11B.

Question 2: Is the employee entitled to pay in lieu of the 1987 vacation?
Answer 2: Yes. The employee was on the active payroll (not on leave) on 1-1-87, is therefore entitled to 1987 vacation at this point, and to pay in lieu of this vacation under 5.10B.

Question 3: If this employee returns from CNC leave on 3-1-87, is she entitled to the 1986 unused vacation?
Answer 3: No. She is not covered under 5.11B.

Question 4: How should her absence be coded for the period of disability?
Answer 4: The absence should be coded I or IP as appropriate for the first seven days, then IB.

REINSTATEMENT RIGHTS (6.01C1, C2, 6.01D)

Condition A: An employee on a sickness leave of absence who recovers during or at the expiration of the leave requests to return to work but no work is available.

Question 1: Can such an employee request and be granted an extension of leave because of lack of work?

Answer 1: Yes. Such an employee is considered as having reinstatement rights under 6.01D until the expiration of the initial leave and the right under 6.01C2 to request and be granted an extension of leave because of lack of work (as long as the total leave time from the beginning of the original leave to the end of the last extension does not exceed two years).

An employee who does not recover from disability during the period of the initial leave is to be considered as having resigned at the expiration of the leave. Should an employee for whom a sickness leave of absence is not extended, later return to work or die, the Benefit Committee may then consider any such absence as a leave of absence, if satisfactory evidence is furnished that the disability was continuous during the entire period of absence.

Condition B: An employee has been granted an extension of sickness leave due to no work being available.

Question 1: What action should be taken if this employee is offered work at his same level in his home exchange and declines the offer?

Answer 1: The department should notify the Benefit Office of the rejection of the job offer and request that his leave be terminated.

Condition C: A person who requests to return to work from a CNC leave at the end of the mandatory period (six months from the date of delivery for the remainder of 1989, twelve months as of 1-1-90) does, of course, have mandatory return rights.

Question 1: If an employee has been granted an extension of the leave beyond the mandatory return period, is the employee guaranteed reinstatement?
Answer 1: If a person has extended that leave past the mandatory period, she is not
guaranteed reinstatement; however, we would make a reasonable effort to
find a job for the person.

If no job exists, however, and the person has extended the leave beyond
the mandatory period, she may be entitled to termination pay under the
provisions of 8.05A4. Paragraph 6.01C should be applicable for this
person because, although she is still covered by the Anticipated Disability
Program Agreement, that agreement only offers her job protection while
she is in the mandatory return period. She should still be entitled to
termination pay under 8.05A since she does not have mandatory return
rights.

SUSPENSION OF LEAVE (6.01E, 5.10A)

Comments: The following comments may be helpful in applying the provision of
Section 6.01E of the Agreement.

1. Appropriate arrangements are to be made between the Company and
the employee regarding a suspension of leave for a limited period of
work, and arrangements are also to be made between the Company
and the Union if the limited period is to extend beyond six weeks.

a. In making such arrangements or extending such arrangements for
limited periods of work which will extend beyond the expiration
of any authorized leave, it is desirable that the employee be
advised that working during limited periods while a leave of
absence is suspended does not affect the expiration date of the
leave and does not relieve the employee of the requirement (as
referred to in the leave authorization and in Paragraph 6.01E2a)
to request an extension of an authorized leave prior to the
expiration of the authorized leave if such an extension is desired
and is within the total leave limits.

2. Limited periods of work as a result of suspending an authorized leave
of absence are treated as active service in determining credits for
service, seniority and wage experience. Employees working for such
limited periods while on suspension from a leave status are not
considered as having resumed employment and, therefore, are not
entitled to full employee benefits, e.g., holiday pay. However, once
the employee resumes employment following a leave, such limited
periods of work should be considered in applying the provisions of
5.10A.
3. If work is available (other than temporary), the job vacancy should be filled under the provisions of Article 12. While leaves of absence may be suspended for limited periods of work, it is not intended that a series of such suspensions for limited periods of work by an employee(s) will be used where a job vacancy exists or becomes available.

Under proper circumstances, however, an employee may be returned from leave on more than one occasion. For example, an employee may have been returned from leave for a limited period for a specific project, and again returned for another reason shortly after leave has been resumed. In such cases the six weeks limitation applies to each period of limited work.

Should a job vacancy occur in the job title on which an employee is working during a suspension of leave, the job vacancy should be filled with the employee (considered as being on leave of absence) or otherwise, as appropriate, under the provisions of Article 12. Likewise, an employee who desires to return to work from a leave of absence but who is working during a suspension of leave should be considered as being on a leave of absence in filling other job vacancies under the provisions of Article 12.

Limited periods of work under a suspended leave of absence should not begin during the first month of the initial authorized leave of absence.
SICKNESS PAYMENTS PRIOR TO ELIGIBILITY UNDER SHORT TERM DISABILITY PLAN

Condition A: An employee is scheduled to work on a holiday and works part of the day and is absent due to illness for the remainder of the day.

Question 1: What pay is the employee entitled for the day?

Answer 1: The employee is entitled to pay as follows:

a. Pay at the regular rate, overtime rate, or double time rate as appropriate, for holiday time equal to time worked and pay at the regular rate for holiday time equal to absent time due to sickness. (4.03A and 4.03A1).

1. If an employee has less than 8 years of net credited service, pay at the regular rate for the remainder of the scheduled session in which he became ill or returned to work (6.02 A1), or

2. If an employee has 8 or more years of net credited service, pay at the regular rate for the remainder of the scheduled tour in which the employee became ill or returned to work (6.02 A1).

Example 1:

An employee with less than 8 years of net credited service who was scheduled to work an 8 hour tour on a holiday observed on Monday and became sick after working 2-3/4 hours of the first 4 hour session is entitled to 4 hours of regular pay (4.03/6.06A1), plus 2-3/4 hours of additional pay at the overtime rate for time worked (4.04). Since the employee is being paid at the regular rate for 4 hours (the session in which he became ill), it is not intended that he receive additional pay for his absence for the remainder of the tour. Section 6.02A1 says that the employee will receive pay at the regular rate for the scheduled time not worked during the session he becomes ill. It does not say this is “additional” pay if the
employee is already being paid in accordance with some other provision of the contract.

Example 2:

An employee with 8 or more years of net credited service who was scheduled to work an 8 hour tour on a holiday observed on Monday and after working 2-3/4 of the first 4 hour session became sick is entitled to 8 hours of regular pay (4.03A/6.02A1), plus 2-3/4 hours of additional pay at the overtime rate for working (4.04). Since the employee is being paid at the regular rate for the full 8 hours, it is not intended that he receive additional pay for the remainder of the tour for his absence. Section 6.02A1 says that the employee will receive pay at the regular rate for the scheduled time not worked on the day he becomes ill. It does not say this is “additional” pay if the employee is already being paid in accordance with some other provision of the contract.

Condition B: An employee with 8 or more years service is scheduled to work on a holiday and is absent due to illness for the entire day.

Question 1: What pay is the employee entitled for the day?

Answer 1: The employee is entitled to a day's regular pay for the holiday (4.03 A). The employee loses no regular pay on the holiday and, therefore, Paragraph 6.02A does not apply. It should be noted, however, that a holiday on which an employee is scheduled to work which falls in the employee's waiting period is counted as a day of the waiting period.

Condition C: An employee's illness extends into sickness disability benefits.

Question 1: What type scheduling breaks the continuity of an illness absence which would otherwise extend into benefits?

Answer 1: Days such as VP, OH, EWD or E time break the continuity of an illness absence unless the employee reschedules such days as provided in the Working Agreement (5.07C3 and 4).
AGREEMENT INTERPRETATION

Agreement Reference: Article 6
Section 6.04

Reference Made To: Section 4.01E, Section 6.02

Approved and Issued by: Vice President - Labor Relations

ABSENCES EXCUSED WITH PAY (6.04A1 Jury or Witness Duty)

Condition A: An employee is scheduled to work from 12 midnight to 8 a.m. He/she receives a subpoena directing him/her to report for jury duty at 9 a.m., this is one hour after the end of his/her scheduled tour.

Question 1: Should the employee be (1) required to work his/her normally scheduled tour immediately preceding his/her jury duty, (2) be rescheduled to a day tour and excused with pay, or (3) excused with pay without a change in his/her schedule?

Answer 1: The employee should not be required to work a tour which immediately precedes his/her jury duty. 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 Section 4.01E.

Note: Employees whose tours are changed from evening or night tours will not be paid an evening or night differential on such day or days for tours so changed.

Condition B: The employee is scheduled to work 8 a.m. to 5 p.m. and receives a subpoena for jury duty commencing at 9 a.m.

Question 1: Under what circumstances should the employee be expected to report for regular duty when he/she is released from jury duty?

Answer 1: The employee should normally report for work, conditions and distance permitting, if he/she is released from jury duty between 9 a.m. and 3 p.m.

The rationale in the answers to the foregoing questions is based on the theory that a combination of work time and jury time should, as a general rule, approximate the length of a normal tour, and that there should normally be approximately 12 hours of elapsed time between the end of work time and jury time.
EXCEPTION: Under Tennessee law section 22-4-108, employees are not required to report back to work after serving as a juror for three or more hours. However, the employee will not be paid for the remaining time, only excused from work.

Condition C: Employee is a plaintiff or defendant in a lawsuit.

Question 1: Should an employee who is a plaintiff or a defendant in a lawsuit be excused without loss of regular pay?

Answer 1: No, provision 6.04A1 does not apply when the employee is the plaintiff or defendant in a lawsuit.

ABSENCES EXCUSED WITH PAY (6.04A2 Quarantine)

Condition A: The Health Department has quarantined an employee.

Question 1: How should the employee’s time be accounted for?

Answer 1: Time away from work while officially quarantined will be treated as a personal illness under Section 6.02. An employee’s pay will be determined by Section 6.02. Should an employee be quarantined more than seven (7) days, the absence would be covered under the Short Term Disability Plan beginning on day eight (8).

ABSENCES EXCUSED WITH PAY (6.04A3 Deaths)

Condition A: An employee’s domestic partner dies.

Question 1: If reasonable notice is given to his/her supervisor, will the employee be paid for a reasonable amount of scheduled time lost on account of the domestic partner’s death?

Answer 1: Yes, if reasonable notice is given to his/her supervisor, an employee would be paid for a reasonable amount of scheduled time lost on account of the domestic partner’s death. See 6.04C.

ABSENCES EXCUSED WITH PAY (6.04A4 Elections)

Condition A: An employee requests time off to work at an election poll.

Question 1: Should the employee be granted time off with pay for working at an election poll?
Answer 1: A poll worker or watcher, when duly or officially appointed or requested by a governmental body to perform specific duties at the poll, should suffer no loss of regular pay for a reasonable amount of scheduled time lost if reasonable notice is given his/her supervisor. **Pay is limited to one day and the employee must be able to provide official documentation.**

A poll watcher who volunteers or agrees to represent a candidate or political party to protect the interest of a candidate or political party should not be paid. Reasonable effort should be made to excuse this type of poll watcher without pay if reasonable notice is provided to the supervisor, or he/she may request Election Day as an off day or arrange to swap off days with another employee or possibly take a day of vacation.

Condition B: An employee requests time off to work at the polls as an officially appointed poll worker for six (6) days due to early voting.

Question 1: Should the employee be granted six (6) days off with pay for working as an officially appointed poll worker during early voting?

Answer 1: No. The employee should only be paid for 1 day as an official poll worker.

Condition C: The employee is paid by the Federal, State, Municipal, County or Parish officials for working at the polls.

Question 1: Will the pay be deducted from the employee’s Company pay?

Answer 1: No, the money will not be deducted from the employee’s regular pay.

Condition D: The employee is required to attend training in order to be qualified to work the polls.

Question 1: Will the employee receive Company pay for time away to attend the training?

Answer 1: No. The contract provision only addresses the actual service at the polls.

**ABSENCES EXCUSED WITH PAY (6.04A5 Voting)**

Condition A: An employee is on temporary transfer status on the day of an election.

Question 1: Would the employee be entitled to pay for travel time consumed in returning to his/her home for the purpose of voting?

Answer 1: First, every effort should be made by the employee to secure an absentee ballot or participate in early voting at his/her home location prior to the
Condition B: An employee requests time off to vote.

Questions 1: Should the employee be granted time off with pay to vote?

Answer 1: Many polling places are open from 7 a.m. until 7 p.m.; therefore, most of our employees will be able to vote on their own time. The general rule to be applied is:

Additional time off for voting should not be given when an employee has at least two hours off before, after or during a scheduled tour when polls are open.

If an employee does not have at least two hours off during the time the polls are open they should be given additional time off, provided they have given reasonable notice to their supervisor. For example, an employee is scheduled a tour from 8:30 a.m. – 5:30 p.m. and the polls are open 7 a.m. – 7 p.m. In this example, the employee should be given 30 minutes additional time off, provided they have given reasonable notice to their supervisor. The 30 minutes of paid time would be from 8:30 a.m. – 9 a.m. or 5:00 p.m. - 5:30 p.m.

NOTE: State or local laws may have additional requirements that we must comply with. Following are examples of these requirements:

- Georgia law requires employers to grant their workers up to 2 hours to vote on the day of an election. However, the employer is authorized to specify the hours an employee may use. This provision does not apply to employees whose hours of work begin at least 2 hours after the polls open or end at least 2 hours before the polls close. Under Georgia law, there is no obligation for an employer to pay the employee for the time taken to vote.
- Kentucky has a similar requirement for no less than 4 hours if requested.
- Other local regulations may apply.

ABSENCES EXCUSED WITH PAY (6.04B)

Condition A: Abnormal condition situations are declared. (See Emergency Conditions Policy for pay information)
BELLSOUTH TELECOMMUNICATIONS
AGREEMENT INTERPRETATION

Question 1: Does higher corporate management have the right to override a supervisor's discretionary actions to pay or not pay an employee during abnormal condition situations?

Answer 1: Yes, 6.04B was not intended to impede higher management's right to control the actions of subordinates in abnormal condition situations.

NOTE: TO BE PAID UNDER 6.04B, ABSENCES SHOULD BE FOR COMPELLING REASONS AND OF AN UNEXPECTED, NON-RECURRING NATURE. Pay should be the RARE exception rather than the norm.

ABSENCES EXCUSED WITH PAY (6.04C)

The definition of immediate family includes an employee's spouse (wife, husband). See attached Letter of Concurrence recognizing our interpretation of a Legally Recognized Partner (LRP) as a spouse equivalent effective January 1, 2011.

Legally Recognized Partner is defined as:

- Is a Registered Domestic Partner (RDP)
  - any individual with whom an employee has entered into a domestic partnership that has been registered with a governmental body pursuant to a state or local law authorizing such a registration; or
- Has entered into a different-gender or same-gender relationship with an employee pursuant to and in accordance with state or local law, such as marriage, civil union or other legally recognized arrangement that provides similar legal benefits, protections and responsibilities under state law to those afforded to a lawful spouse.

LRP status will be recognized even if the location where the couple is legally recognized is not the same state, county or municipality where they work or live. Proof of Legally Recognized Partnership may be required.

2010-12-06 Letter of Concurrence.pdf
December 6, 2010

Judith R. Dennis
Vice President – District 3
Communications Workers of America
3516 Covington Highway
Decatur, Georgia 30032

Dear Judy,

This letter seeks CWA concurrence recognizing our interpretation of a Legally Recognized Partner (LRP) as an equivalent of a “spouse” for represented employees of AT&T Southeast within the scope of each of the following working agreements: BellSouth Telecommunications, Inc., AT&T Billing Southeast, LLC, Utility Operations, National Directory and Customer Assistance, and BellSouth Internet Services.

Legally Recognized Partner is defined as:

➢ Is a Registered Domestic Partner (RDP)
  o any individual with whom an employee has entered into a domestic partnership that has been registered with a governmental body pursuant to a state or local law authorizing such a registration; or

➢ Has entered into a different-gender or same-gender relationship with an employee pursuant to and in accordance with state or local law, such as marriage, civil union or other legally recognized arrangement that provides similar legal benefits, protections and responsibilities under state law to those afforded to a lawful spouse.

LRP status will be recognized even if the location where the couple is legally recognized is not the same state, county or municipality where they work or live. Proof of Legally Recognized Partnership may be required.

This recognition of Legally Recognized Partner as a spouse equivalent will be effective January 1, 2011. Please contact me should you have any questions or desire further discussion on this matter.

If you concur, please sign below and return a copy to my office.

Sincerely,

Michael L. Matthews
Vice President
at&t
3535 Colonnade Parkway
NSH
Birmingham, AL 35243

Mike Matthews
Vice President - Southeast
Labor Relations

Office: (205) 977-0722
Fax: (205) 977-1987

Concurred: Judith R. Dennis
CWA District 3

Michael L. Matthews, Vice President
Labor Relations
BELL SOUTH TELECOMMUNICATIONS
AGREEMENT INTERPRETATION #06-06-01

Agreement Reference: Article 6
Section 6.06

MILITARY SERVICE

Condition A: An employee is called to military duty under Public Law 87-117.

Question 1: To whom should a copy of the orders be forwarded?

Answer 1: The Secretary of the Benefit Committee.

Condition B: Employees are sometimes absent on training duty and are again absent for active emergency service or vice versa within the same fiscal year, under the provisions of 6.06.

Question 1: If such an employee is on training duty and is later (or earlier) on active emergency duty, how many days should he receive the "difference in pay" under the provisions of 6.06F?

Answer 1: Such an employee is entitled to the "difference in pay" under the provisions of 6.06A for the days involved not to exceed ten working days for training duty and 22 working days for active emergency duty.

It is not intended that payments in excess of the foregoing be made to an employee in any one fiscal year unless such additional payments are made under the provisions of 6.04B.

Where an employee is absent for active emergency service, as defined in 6.06A, in excess of a total of 30 days (22 work days) during a 12-month period, it is contemplated that the case will be referred, through lines of organization, to the Executive Director - Labor Relations for review and advice as to the appropriate additional period of time, if any, for which "difference in pay" is reasonable under the circumstances.
Question 2: Are members of military organizations participating in inactive duty training entitled to any payments from the Company because of such service?

Answer 2: No. (Satisfactory participation in ready reserve training, for example, normally involved not less than 48 weekly drills per year of inactive duty service. Such drills may be scheduled individually, usually one night a week, or by grouping to permit full days of weekend inactive duty service.)

Condition C: Employees leave the Company to go on active duty with the Coast Guard.

Question 1: Is the Coast Guard covered under the provisions of 6.06B?

Answer 1: Yes.
BELLSOUTH TELECOMMUNICATIONS
AGREEMENT INTERPRETATION # 07-01-01

Agreement Reference: Article 7
Section 7.01

REDUCTION IN FORCE (7.01A)

Question 1: What type Force Adjustments are handled under Paragraph 7.01?

Answer 1: All Force Adjustments are included under Paragraph 7.01. This includes force surpluses due to technological change/operational efficiency displacements (internal change) and surpluses due to economic displacements (external change). As stated in 7.01A1, all Force Adjustment procedures apply to both types of surplus unless otherwise specified.

Condition A: A technological/operational efficiency displacement is scheduled for a future date and the decision is made to commence hiring temporary employees 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.

Question 1: What constitutes the notification referred to in 7.01A5 and what type information is appropriate?

Answer 1: The notice should be in writing to the Vice President and the appropriate State C.W.A. Representative of the Union or his/her designee and may include the following (in addition, copies should be sent to the PARTNERSHIP Representatives - both Company and Union-and to the PARTNERSHIP Coordinator to fulfill the intent of Article 24):

a. The expected date the technological/operational efficiency displacement is to occur.

b. The date temporary hiring, if any, is to begin in the affected exchange and in the exchanges(s) where the regular displaced employees may desire to transfer.
c. The approximate number of employees to be affected by titles and departments.

d. Other pertinent information relative to the technological/operational efficiency change.

**Note:** These items are normally provided as a courtesy even though the furnishing of all this specific information at an early date is no longer required in Article 7. Note, however, that 7.01A5 now compels the Company to notify CWA of both technological/operational efficiency and economic force reductions prior to the reductions.

**Question 2:** Should the Union be notified of known changes that will result in personnel displacements even though temporary employees will not be engaged prior to the changes?

**Answer 2:** Yes, and the Union should be notified of major technological changes in conformity with Paragraph 8.02C of the Agreement.

The Company has also committed to notify CWA District 3 of all known upcoming technological/operational efficiency displacements by the 15th of the month prior to the customary quarterly surplus declaration if a technological/operational efficiency change will result in the displacement of bargaining unit employees that quarter.

Economic surplus may be handled off-cycle, but CWA at the District 3 level should still be notified at the earliest practicable date and in advance of notification to the affected employees.

**Question 3:** Is it permissible to retain a temporary employee on the payroll beyond the time period specified in Paragraph 7.01A2 of the Agreement?

**Answer 3:** No. When temporary employees are engaged and placed on the payroll in conformity with 7.01A2, their positions will be reclassified to regular if they are retained in the same job title after the technological change occurs or if the actual date of the change exceeds the scheduled date by six months. When the actual date of the change exceeds the scheduled date by six months, the temporary position will be reclassified to regular by no later than the end of the six month period following the date of the initial scheduled change. Note that other bargaining unit employees are eligible for consideration for a regular vacancy, even one that has previously been staffed by a temporary employee. The provisions of 12.01A1 apply if the temporary position being reclassified to regular is a career entrance job. After the initial scheduled change date has been postponed, the new
change date will become the initial date for any temporary employees hired thereafter, and the maximum time limits on the engagement of such temporary employees will be determined accordingly.

Question 4: Is there a limit on the number of temporary employees that can be engaged in other exchanges where the Company reasonably believes that regular employees affected by the change may desire to transfer?

Answer 4: Yes. Employees engaged temporarily in another exchange should not exceed a realistic estimate of the number of regular employees who may desire to transfer to such exchange.

Condition B: A need for temporary work develops in an exchange where employees are on technological leaves of absence.

Question 1: Should such employees on leave be utilized to perform the temporary work instead of hiring temporary employees?

Answer 1: Yes. Suspension of leave should be offered under 6.01E at the option of the employee on leave, for the duration of the work (excluding occasional type work) provided their services can be profitably utilized. During this period of temporary work, the employees will retain their return rights. Upon completion of the work, they will be returned to leave status.

Condition C: Employees have been notified that a technological/operational efficiency change will take place on a specified advance date that will displace some or all the employees in the exchange.

Question 1: Under what conditions can an employee request a transfer in advance of the technological/operational efficiency change and be moved to the requested location at Company expense?

Answer 1: An employee request shall be granted at Company expense in advance of the actual change provided:

(1) the request was prompted by the announced technological/operational efficiency change and the employee will in fact be displaced when the change occurs;

(2) his/her services can be profitably utilized in the requested exchange;

(3) service requirements will permit the advance release of the employee and
(4) the distance to the requested exchange is reasonably comparable to the distance to other exchanges where the Company would otherwise pay moving expense at the time the technological/operational efficiency change occurs.

Question 2: Should transfers at Company expense be confined to exchanges within the state?

Answer 2: Normally, yes, particularly if the employee's services may be profitably utilized in an exchange within the state and the technological/operational efficiency surplus will not include offers to move affected employees across state lines. In cases where the employee's services cannot be utilized within the state, if other affected employees will be offered interstate moves, and if the employee requests advance transfer to an out of state exchange, the criteria outlined in Answer No. 1, Condition C should be applied in considering transfers to exchanges outside the state but within the Company's territory.

Question 3: Should transfers at Company expense be allowed to other BellSouth entities?

Answer 3: No. Such transfers should generally be handled in accordance with the upgrade and transfer plan in which moving expense is borne by the employee. Any exceptions should be based on the facts in each case as well as any specific bargaining on inter-company movement, then approved by appropriate representatives in the two companies involved.

Condition D: A technological/operational efficiency change is scheduled for Exchange "A" and Exchange "B".

Question 1: Should regular employees in Exchange "A" be offered a transfer to Exchange "B" or vice versa?

Answer 1: Employees in one exchange where a technological/operational efficiency change is scheduled should not be offered transfer to an affected work group (see 7.01A2) in another exchange where the employment of temporaries in anticipation of a technological/operational efficiency change has begun.

If an employee insists on being transferred from Exchange "A" to "B" or vice versa, he should be advised that the transfer is not appropriate under 7.01 and that it can only be made at his instance under the provisions of 12.01B, subject to the penalties of 12.01E.
Before such a transfer is effected, the employee should understand that the provisions of 7.01 will not apply to the transfer from Exchange "A" to "B" or vice versa and that termination pay rights will not apply when the technological/operational efficiency change in Exchange “B” occurs.

Question 2: Does the Agreement provide for the consolidation of employees in two or more neighboring exchanges that are concurrently scheduled for a technological/operational efficiency change?

Answer 2: No. The Agreement does not provide for the consolidation of employees under these circumstances. However, a special agreement may be executed by the parties at the local or higher level to provide for the grouping of the employees in the affected exchanges.

Question 3: If an employee insists on being transferred as described in Question 1, Answer 1 above, does the loss of seniority under the provisions of 12.01E apply to an employee's return rights when such employee elects to take a technological displacement leave of absence at the time of the technological/operational efficiency change?

Answer 3: Yes. When an employee loses his seniority under the provisions of 12.01E, all other regular employees on technological displacement leave should be returned to work before he/she is offered reinstatement.

REDUCTION IN FORCE (7.01A,B,C)

Condition A: The surplus was announced and the technological/operational efficiency change has been completed, and now the Company is ready to start processing the surplus.

Question 1: Upon the completion of a technological/operational efficiency change can a temporary employee hired under the provision of 7.01A2 be retained on the temporary payroll on another assignment in the same or a different department or exchange?

Answer 1: Yes. If the actual date of the technological/operational efficiency change does not exceed the scheduled date by six months, temporary employees may be retained without a break in service in another title in any department in connection with another technological/operational efficiency change for a period of six months.

Question 2: When temporary employees are separated following the completion of a technological/operational efficiency change, may they be rehired later in
connection with another technological/operational efficiency change? If so, for what periods of time?

Answer 2: Yes. Separated temporary employees may be rehired in connection with another technological/operational efficiency change and new time periods as described in 7.01A2 will apply. It is also the Company’s general practice to consider under Article 12 regular employees who have been laid off for temporary vacancies they are qualified to fill (see 7.03).

Condition B: The seniority date, job title, and organizational unit of a part-time employee makes him/her eligible to be bumped by a full-time employee involved in a force adjustment.

Question 1: What happens if the full-time employee decides to take the part-time job held by the junior employee?

Answer 1: The part-time employee becomes the surrogate surplus employee involved in the reduction of a full-time job. The full-time employee displaced into part-time status will receive priority placement consideration for full-time vacancies until the Company offers him or her a full-time job.

Question 2: Must a full-time surplus employee bump a part-time employee and vice-versa?

Answer 2: No. A change in classification from full-time to part-time or part-time to full-time is never forced on an employee.

Question 3: Is there any time when employees being processed through force adjustment are required to bump?

Answer 3: No. Surplus employees may, in the words of 7.01C1f, “elect to bump” but they are not required to bump; nor are bumped employees being treated under 7.01C2 required to bump. Employees who choose not to bump other employees have all other Article 7 options open to them. They are considered to be “employees who cannot be placed” under 7.01D and are eligible for 8.05B termination pay as well as Job Bank participation in lieu of termination and Sabbatical Leave in lieu of termination.

Note that the “upfront bump” described in 7.01A4 -- the opportunity to assume the job of a junior employee in the same organizational unit performing essentially the same type work in an exchange within 35 miles in lieu of personally being processed as surplus -- became optional for the employee in the 1995 Working Agreement.
Condition C: A surplus, either technological/operational efficiency or economic, is being processed.

Question 1: Does the Agreement obligate the Company to seek out available vacancies in other exchanges within the state in the same or related jobs and offer such vacancies to employees being displaced? What are the other options provided, and what obligation are surplus employees under to take opportunities the Company offers?

Answer 1: Section 7.01C requires the Company to make every effort to offer displaced employees vacancies, SIPP, leaves of absence, ESIPP placements (for technological/operational efficiency only) and, unless the employee has disqualified himself or herself by refusing to take an equal level job in an exchange within 35 miles (technological/operational efficiency surplus) or anywhere in the state (economic surplus), bumping if there are junior employees in the categories listed in 7.01C1f (1)-(3).

Surplus and potentially bumped employees are provided with customized packets of all options, including current vacancies, at the beginning of the force adjustment process. They will, however, be considered for all regular vacancies that are received by the Placement Bureau until their surplus status has been resolved.

As with bumping (see Condition B, Answer 3 above), displaced employees are never required to take ESIPP placement opportunities; ESIPP jobs are optional.

Displaced employees, whether affected by technological/operational efficiency surplus or economic surplus, are also never required to accept lower-rated jobs, regardless of the location. If they elect to accept demotion, current wages will be protected under 8.03B. (Note that employees who have over 15 years of seniority receive pay protection for a longer period if they were displaced by a technological/operational efficiency surplus -- see 8.03C.)

Termination allowance is granted under 7.01D (see also 7.01I) for employees who could not be placed during the force adjustment procedures unless they turned down equal level opportunities to follow their work or equal level offers for job vacancies (using same criteria for bumping eligibility, above, with regard to where the offered position is located).

Condition D: The Company receives a vacancy and there are priority placement candidates in several categories who are eligible for the job. As presented in the “dashed list” near the beginning of 7.01C, priority placement
candidates are (1) employees being displaced in the current surplus; (2) employees on technological or sabbatical leaves whose leaves of absence are expiring in the exchange; (3) employees who have filed requests to exercise their return rights under 7.01K due to a previous displacement; (4) Job Bank participants who have a request on file for the job under 24.05D4d; (5) employees who are being displaced under 12.02F for inability to perform a newly obtained job under an Article 12 selection; (6) employees being displaced from current jobs due to permanent medical restrictions; and (7) former full-time employees who were displaced into part-time jobs.

Question 1: Are priority placement candidates considered for the vacancy in the order listed?

Answer 1: No. Consideration for available jobs will be given in order of seniority and the job will be offered to the senior employee meeting threshold requirements for the job.

Question 2: Do all the priority placement candidates have full Article 7 rights?

Answer 2: No. With the exception of employees being displaced with permanent medical restrictions, the priority placement candidates who are not being displaced under a current surplus receive Article 7 treatment for vacancies only. Other Article 7-like contractual rights for permanently medically restricted employees are covered at 8.06B. No priority placement category other than currently surplus employees gets bumping rights.

Condition D: A technological/operational efficiency change has taken place and vacancies at higher wage scales exist in other exchanges more than 35 miles from the surplus exchange.

Question 1: Should a surplus employee be transferred at Company expense when he or she is selected for a higher-rated job in another exchange under 12.02?

Answer 1: 7.01H contemplates relocation to another exchange at Company expense for surplus employees who are transferred to perform equal or lower level work. Exceptions shall be made when an employee is selected as a non-requestor or when the selection coincides with the technological/operational efficiency change and the selected employee would otherwise be displaced to another exchange more than 35 miles away (i.e., the Company would be paying to relocate him or her regardless.).

Note: Selection would "coincide with a technological/operational efficiency change" when the employee is promoted to a higher-rated job within five weeks of his or her displacement date.
Condition E: A displaced employee meeting relocation criteria under 9.01B (followed work, was placed during a surplus, or transferred at the instance of the Company) accepts transfer to another exchange. The employee initially decided to try driving from his/her residence to the job in the new location instead of actually moving his place of residency. He later decides to move and requests the company pay his/her moving expense.

Question 1: How long can the employee take to decide whether he/she is going to drive to the new location or move to the new location and still be entitled to moving expense?

Answer 1: The Agreement is silent on this question, although the parties assumed that employees would make the decision at or near the time they exercised the option to transfer. It is reasonable to assume, however, that some employees may need a period of time to decide whether to commute each day or to physically relocate. 9.01B2a requires that moving expenses be submitted for reimbursement within 6 months of the effective date of the transfer. Generally, the relocated employee should make a decision well within this 6 month period. Requests for exceptions to this rule should be referred to the BST relocation office in Birmingham and may be granted, particularly if the employee’s management agrees to and recommends the extension of time, or if hardship conditions created the delay.

BUMPING (7.01C1f & 7.01C2)

Condition A: Employees whose jobs are expected to be eliminated in a future announced surplus condition appear on the bumping lists of currently surplus employees.

Question 1: Does a currently surplus employee have the right to bump employees who have been announced surplus?

Answer 1: Under certain conditions, depending on how long it will be before the employee on the bumping list will be formally surplus and if the currently surplus employee can be productive in the job that is going away with little or no formal training. See Company/Union joint agreement interpretation shown below signed by W. E. Reiser, South Central Bell and R. S. Powell, Communications Workers of America, dated 8/3/84.

When the Southern Bell and South Central Bell contract language were merged in 1986, the Company and Union agreed that the history and past agreements and practices of the contract whose language was adopted
would carry over. In the case of Article 7, South Central Bell provisions formed the basis of our current force adjustment procedures.

Note: Although the bumping options in the Working Agreement today have different terminology and criteria, many of the basics here (for example, the seniority reference point and the right of a senior surplus employee to bump a very junior employee even though that choice limits the bumping options for other surplus employees) still apply with the following substitutions:

<table>
<thead>
<tr>
<th>Previous Contract</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Potential Layoff List (PLL)</td>
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<tr>
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</tr>
<tr>
<td>State Least Seniority List (SLSL)</td>
<td>Bump List</td>
</tr>
</tbody>
</table>

The following is an agreement between South Central Bell and the Communications Workers of America concerning whether announced surplus employees should be included on Region and/or State Least Seniority Lists and associated restrictions.

During the development of the "Special Placement Procedures" which led to the present language in Article 7, the Company and the Union held discussions that led to a mutual understanding that excludes employees who have been announced surplus from the Region Least Seniority List (RLSL) and the State Least Seniority List (SLSL) for another surplus. This worked well when the surpluses were announced and processed in a short time frame -- usually within 60 to 90 days. The theory behind the exclusion was that most employees would not desire to bump into a surplus job and become surplus again.

Now that some surpluses are being announced as much as 18 months to 24 months in advance of the start of processing date under 7.01, some employees involved in other surpluses are expressing a desire to bump these surplus employees.

In order to respond to needs of the surplus employee and to the change in the length of advanced notice of some surpluses, the Company and the Union agree to the following interpretation:

1. Employees who are announced surplus will be added to the RLSL and/or the SLSL for other surpluses, provided there are two months or more between the date of the completion of both the RLSL and SLSL and the expected date* of the start of processing for their surplus. Such surplus employees will be subject to being bumped to the extent described below by employees on the Potential Layoff List (PLL) for the surplus involved, and by bumped RLSL employees who are more senior.
a. Surplus employees who are included on the RLSL and/or the SLSL who have more than six months between the date of the completion of both the RLSL and SLSL and the expected date* of the start of processing may be bumped by any PLL employee or bumped RLSL employee who has previously held the job title and performed the duties in question, or for whom the formal training required for the job does not exceed one week.

b. Surplus employees who are included on the RLSL and/or the SLSL who have from two to six months remaining between the date of the completion of both the RLSL and SLSL and the expected date* of the start of processing may be bumped by any PLL employee or bumped RLSL employee who is doing essentially the same type work as the job to be bumped.

* The Company and the Union agree that many factors come to bear on this date that may increase or decrease the time until the surplus is processed. It is agreed that this date will be determined by the Company and any changes in this date after the date is announced will not be subject to dispute. (This is the estimated date that the processing of the surplus will begin under 7.01C of the Agreement.)

4. Employees who bump into jobs that have been announced surplus that have six months or more until the expected date of the start of processing will be processed under 7.01 at the time the surplus in the new location is processed.

Employees who bump into jobs under "1b" above will not be processed under 7.01 in the new location. Such employees will retain their contractual rights to take termination pay, SIPP, retirement or a Leave of Absence at the time the surplus is processed in the new location.

CONCLUSION:

It is now agreed that the above method is an appropriate application of the 1983 bargaining intent and contract language and will be implemented as agreed. These procedures will be implemented with the understanding that either party may terminate this procedure by serving a thirty day notice to the other party of their intent to cancel. Such notice will only apply to this procedure. Its cancellation will not affect the language or the intent of the Agreement between the parties dated August 7, 1983.

2. Region and State Least Seniority Lists should continue to be prepared as outlined in our Agreement dated 5/8/84 except for the following:

-- As the RLSL or SLSL is developed, surplus employees should be included and asterisked to show they are surplus (see sample list following). The inclusion of surplus employees will be in addition to non-surplus employees. The Region and state Least Seniority Lists should contain a number of non-surplus employees
equal to the number of employees on the PLL (if possible). The surplus employees are only included as alternate choices for the PLL Employee.

3. PLL and RLSL employees who bump surplus employees on the SLSL will not be paid expenses in connection with any associated transfers except as follows:

-- Employees who bump into surplus jobs under "1a" above will be paid relocation expenses under Paragraph 9.01 of the Agreement if the bumping employee will not be in a surplus status in the new location. (This determination will be made by the Company at the time of the relocation and any subsequent changes in the employee status will not alter this determination.)

Sample RLSL and SLSL

(Inclusion of Surplus Employees)

Date Both LSL's Completed: 9-4-84

<table>
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<tr>
<th>PLL</th>
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<th>SLSL</th>
<th>Expected Start Date of Processing</th>
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</tbody>
</table>

* Employees have been formally announced as surplus to be processed as of the date shown.

Condition B: A surplus has been declared and one of the employees who is included in the surplus is on sickness benefits (short term disability).

Question 1: Should the employee who is on sickness benefits be included in the surplus processing?

Answer 1: Such employees should normally be included. In some instances the Company may feel that the employee on benefits should be excluded from
surplus processing due to unusual conditions. These could include the severity of the illness (e.g., prognosis is such that employee will probably never return to work), the fact that the employee’s state of consciousness does not allow him or her to make decisions and no one has the employee’s power-of-attorney, or that the employee is physically unable to come in to take threshold requirements tests that are required. In such cases the Union should be notified (taking care not to violate any employee’s legal rights to privacy) and given an opportunity to react to the Company’s view. The Company, after hearing the Union's judgment relative to the particular instance, shall be responsible for making the final decision as to whether the employee will be included or excluded.

Question 2: Since employees on short term disability remain on the active payroll, when a surplus employee is excluded like this, how can the Company achieve the required force reduction?

Answer 2: The next most senior employee above the cut-off line for the surplus who is performing essentially the same type work in the affected title, organizational unit, and exchange should be processed as the surplus employee.

Condition C: In the development of bumping lists, one of the employees to be included is on sickness disability and is not expected to return prior to the date of bumping.

Question 1: Should employees on sickness disability be included on bumping lists?

Answer 1: Such employees should normally be included on bumping lists. Similar to Condition B, Answer 1, in those instances where the Company feels that the employee should be excluded from the bumping list for some compelling reason, the Union should be notified and given an opportunity to react. Once again, after hearing the Union's judgment relative to the particular instance, the Company shall be responsible for making the final decision as to whether the employee will be included or excluded. If it is decided that the employee will not be included, another more senior employee should be added to the bumping list in question.

Condition D: An employee on sickness benefits who is currently surplus bumps an employee on his or her bumping list.
Question 1: What action should be taken at the time of the bump?

Answer 1: All employees affected by the surplus employee's bumping choice including the surplus employee on short term disability should be notified of the bumping results. However, all affected employees should be left in place until the employee who is on sickness benefits is returned to work. At that time associated changes should be made. If the employee who is on sickness benefits never returns to work, all affected employees remain in place. Employees involved in the surplus other than those affected by the employee on sickness benefits should continue to be processed.

Condition E: An employee on sickness benefits who is appears on a bumping list is bumped by a surplus or bumped employee with more seniority.

Question 1: What action should be taken at the time of the bump?

Answer 1: The employee who is bumping the employee on sickness benefits should be moved to the position held by the employee who is on sickness benefits.

The bumped employee who is on sickness benefits should not be formally moved to any other job that he or she has selected until returning to work. If he/she has elected to bump another employee on the original surplus employee’s list, that bumped employee should remain in place. Should the bumped employee who is on sickness benefits not return to work the affected employees would remain in place.

The following is an agreement between South Central Bell and the Communications Workers of America that explains and illustrates the correct procedure for developing a Region Least Seniority List (RLSL). (Agreed to by W. E. Reiser, S.C.B. and Stan Powell, C.W.A. on 5/8/84). Although the bumping options in the Working Agreement today have different terminology and criteria, many of the basics here (for example, the seniority reference point and the right of a senior surplus employee to bump a very junior employee even though that choice limits the bumping options for other surplus employees) still apply with the following substitutions:

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-14-

Issue Date: February, 1958

AI # 07-01-01          Most Recent Issue Date: March, 1999
BACKGROUND

Recently, a disagreement has arisen between the Company and the CWA over the method used to construct the Region Least Seniority List (RLSL). Discussions have been held between the two parties in an attempt to reconcile these differences.

CONCLUSION

It is now agreed that the attached document, consisting of two pages entitled "Interpretation of 7.01C8b2 - Development of Region Least Seniority List" is an appropriate application of the 1983 bargaining intent and contract language and will be implemented promptly. The attached procedures supercede all previously agreements on the preparation of the RLSL* and will be implemented with the understanding that either party may terminate this procedure by serving a thirty day notice to the other party of their intent to cancel. Such notice will only apply to this procedure. Its cancellation will not affect the language or the intent of the Agreement between the parties dated August 7, 1983. It is also agreed that this agreement will not require 7.01C "reprocessing" of cases already handled, (i.e., Region and State LSL's already furnished to surplus employees on or before May 8, 1984).

* It was later verbally agreed to by the Union and the Company that these same guidelines would apply to the State Least Seniority List (SLSL).

1. List the most junior employee in the department performing essentially the same type work in any exchange within 35 miles of the surplus exchange.

   - The seniority date of the most senior employee on the Potential Layoff List (PLL) should be used as the reference point to determine the seniority date that the RLSL employee(s) must be junior to until enough junior employees are added to the RLSL to equal the PLL in number or the next employee to be added to the RLSL has more seniority than the corresponding PLL employee (see * on chart below as an example).
### Seniority Dates

<table>
<thead>
<tr>
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<th>RLSL</th>
<th>Note</th>
</tr>
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<tbody>
<tr>
<td>1) 10-08-71</td>
<td>10) 03-03-74</td>
<td>**** Other equal or lower rated titles in the department in the Region.</td>
<td></td>
</tr>
<tr>
<td>2) 04-02-73</td>
<td>9) 02-02-74</td>
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<td>3) 04-16-73</td>
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<tr>
<td>4) 05-21-73</td>
<td>7) 03-01-74</td>
<td>*** Family of Skills in department in the Region.</td>
<td></td>
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<tr>
<td>5) 06-29-73</td>
<td>6) 03-01-74</td>
<td>** Essentially the same type of work in the department in the Region.</td>
<td></td>
</tr>
<tr>
<td>6) 07-20-73</td>
<td>5) 04-01-74</td>
<td>** Essentially the same type of work in the department in any exchange within 35 miles.</td>
<td></td>
</tr>
<tr>
<td>7) 07-23-73</td>
<td>4) 05-01-74</td>
<td>* Essentially the same type of work in the department in any exchange within 35 miles.</td>
<td></td>
</tr>
<tr>
<td>8) 07-23-73</td>
<td>3) 04-23-73</td>
<td>* Essentially the same type of work in the department in any exchange within 35 miles.</td>
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</tr>
<tr>
<td>9) 08-13-73</td>
<td>2) 04-23-73</td>
<td>* Essentially the same type of work in the department in any exchange within 35 miles.</td>
<td></td>
</tr>
<tr>
<td>10) 08-27-73</td>
<td>1) 06-28-73</td>
<td>* Essentially the same type of work in the department in any exchange within 35 miles.</td>
<td></td>
</tr>
</tbody>
</table>

In the above example employee #4 on the RLSL has greater seniority than employee #4 on the PLL thus the #4 employee on the RLSL should be struck from the RLSL and;

2. The RLSL should be expanded to essentially the same type work in the department within the Region in an attempt to add additional names to the RLSL to make the PLL and the RLSL equal in number. The seniority date of the #4 employee on the PLL would then become the reference point to determine the seniority date that the additional RLSL employee must be junior to until enough junior employees are added to the RLSL to equal the PLL in number or the next RLSL employee to be added has more seniority than the corresponding PLL employees (see ** on the chart in "1" above as an example). In this example the RLSL employee #7 has greater seniority than the #7 PLL employee, thus the #7 RLSL employee should be struck from the RLSL and;

3. The RLSL should be expanded to the most junior employee in the department in the Region in the Family of Skills for the surplus job in an attempt to add additional names to the RLSL to make the PLL equal in number. The seniority date of
employee #7 on the PLL would then become the reference point to determine the seniority date that the additional RLSL employees must be junior to until enough junior employees are added to the RLSL to equal the PLL in number or the next RLSL employee to be added has more seniority than the corresponding PLL employee (see *** on the chart in "1" above as an example). In this example the #10 RLSL employee has greater seniority than the #10 PLL employee thus the #10 RLSL employee should be struck from the RLSL and;

4. The RLSL should be expanded to the most junior employee in the department in other equal or lower level titles in the Region in an attempt to add the additional employees required to make the PLL and RLSL equal in number (see **** on the chart in "1" above for an example).

5. It is recognized by both the Company and the Communications Workers of America that this process only provides the PLL employees with an equal number of jobs on the RLSL for bumping. It does not guarantee that every PLL employee will be able to bump since the more senior PLL employees may choose the more junior RLSL employees' job thereby denying the more junior PLL employee the opportunity to bump.

**Notes:**

1. If an employee is listed on the PLL and the Region LSL his name should be removed from the RLSL and additions should be made to the RLSL to make the list equal to the PLL.

2. When enough names have been added to the RLSL to equal the PLL in number through the above process, or there are no more names available to add even though the total number of names is less than is on the PLL, the RLSL should be reconstructed to place all employees in descending seniority order.

REDUCTION IN FORCE (7.01F)

Condition A: As a result of a surplus displacement, a regular full-time Wage Scale 14 employee with eleven years of Net Credited Service accepted a regular part-time Wage Scale 10 job in accordance with Paragraph 7.01C of the Working Agreement. After approximately twelve weeks on the Wage Scale 10 job, the employee was unable to satisfactorily perform the duties of the job and asked for a termination allowance in accordance with the provisions of paragraph 7.01F. (It provides for the payment of a termination allowance under 8.05B in such situations.)
Question 1: Because at the time of termination this employee was being paid at the Wage Scale 14 rate in accordance with Paragraph 8.03B, should the termination allowance be based upon the employee's rate of pay as a Wage Scale 14 employee or as a Wage Scale 10 employee?

Answer 1: Paragraph 8.05B of the Working Agreement states in part that termination allowances under 8.05A1 (laid off in conformity with 7.01) shall be at the basic pay rate of the employee at the time of the service termination. This employee's termination allowance would be based upon the pay rate as a Wage Scale 14 employee, but pro-rated according to the part-time equivalent work week (just as the employee’s wages have been paid during the 12 weeks he or she worked part-time.). While this will result in a termination payment for this employee in an amount less than that which would have been received as a regular full-time Wage Scale 14 employee, it was offset by the additional twelve weeks of employment.

RETURN RIGHTS (7.01K)

Condition A: An employee has been transferred under 7.01C from Exchange "A" to "B".

Question 1: Is the Company obligated to consider the employee under 7.01K in the absence of a valid 12.01B transfer request?

Answer 1: No. Priority consideration for available jobs is limited to eligible employees who have valid 12.01B requests on file. 7.01K placements, though not made under the normal selection provisions of Article 12, are considered to be moves “at the instance of the employee.” Consequently, the employee must have a valid request on file, any moving expenses incurred will not be paid by the Company, and the employee will be held to time-in-title and time-in-exchange requirements for future moves.

Whenever an employee refuses the offer of a job requested under 7.01K, the Company will have no further 7.01K obligations to the employee.

Condition B: An employee is transferred from Exchange "A" to Exchange "B" under 7.01C and is subsequently promoted to a higher-rated job. He/she later requests a transfer back to Exchange "A".

Question 1: Does 7.01K give the employee the right to return to Exchange "A" since he/she has been promoted? If so, to which job?
Answer 1: Yes, provided he or she has a valid 12.01 request on file (subject to the limitations of 12.01B1). He or she may be considered for either the job title presently held or the title held at the time of displacement, but the employee must specify the title as well as the exchange on the single 7.01K request allowed.

Condition C: An employee has been transferred under Paragraph 7.01C to a lower rated job in another exchange.

Question 1: Does the employee have the right to return to his/her previous title in the exchange from which he was displaced without the job being advertised?

Answer 1: Yes. The intent is to return the employee to the previous title and exchange. 7.01K provides the employee the right to return to his/her previous title and exchange even though it will be a promotion from the job presently held. This right is limited to the title previously held. (See second paragraph of 7.01K)

He/she can also choose to use the single 7.01K request to be considered for return to his/her previous exchange in the title presently held due to the displacement.

Condition D: An employee has been demoted due to a surplus within the exchange.

Question 1: Does that employee have a right to return to the previous title within the exchange without the consideration of other employees and without advertising the vacancy?

Answer 1: Yes. The intent is to return the employee to the previous title.

Condition E: For the purpose of recall, laid off employees have the right to designate any exchange they choose from all the exchanges from which they have been displaced as their home exchange.

Question 1: How many times can 7.01K rights be exercised?

Answer 1: 7.01K rights can be exercised one time when an employee has been displaced from more than one exchange.
RECALLED AFTER LAYOFF

Condition A: Employee enters and/or returns from military service during periods of lay-off.

Question 1: Should a leave which would otherwise be granted because of military service be granted if it is contemplated that shortly thereafter the employee could be laid off for lack of work?

Answer 1: Yes.

Question 2: What treatment is to be accorded an employee on leave who would have been laid off because of lack of work had he/she not been in the military service if such a lay-off period extends beyond the date the employee would otherwise have returned to work at the expiration of military service?

Answer 2: At the time the employee reports ready for work under the provisions of his leave, the employee should be reported as being returned from leave with appropriate wage rate adjustments if any. Also, he/she should be concurrently reported as being laid off, if appropriate, as of that date under the provisions of Article 7 with termination pay under the provisions of Article 8. It should also be noted that such an employee will be eligible for recall under 7.02A and temporary employment under 7.03.

Question 3: Should an employee who enters the military service (under conditions where he/she would otherwise be granted a leave) while in a lay-off status for lack of work be given a leave of absence upon entry into the military service within the period of lay-off?

Answer 3: No.
Question 4: What treatment is appropriate for an employee upon reporting ready for work in accordance with the provisions of the law if the employee entered the military service while in a lay-off status for lack of work and would otherwise have been recalled to his Company job from lay-off during the period of his military service?

Answer 4: Such an employee is not to be given a leave as such. However, upon release from the military service and filing of application for re-employment in accordance with the law, he/she is entitled to re-employment rights under 6.06D and to benefit rights as of that date, with seniority credit from the date he/she would otherwise have been recalled to his Company job had he/she not been in the military service. As examples:

a. An employee who was in a lay-off status from March 1 to June 15 (date he/she would have been recalled) and in the military service from April 1 to October 1 would upon re-employment after military service be treated as being in a lay-off status from March to June 15 with seniority credit (lay-off considered as being less than six months) as if he had been on leave from June 15 with seniority credit.

b. An employee who was in a lay-off status from March 1 to November 1 (date he/she would have been recalled) and in the military service from June 15 to December 15 would upon re-employment after military service be treated as being in a lay-off status from March 1 to November 1 without seniority credit (lay-off considered as being over six months) and as if he had been on leave with seniority credit from November 1.

Question 5: Does the acceptance by an employee of a termination allowance under the provisions of 7.01I of the Working Agreement constitute a severance by an employee with the Company and therefore disqualify the employee for the benefits of the provisions of Section 7.02?

Answer 5: Employees laid off under the provisions of Section 7.01 are covered under the provisions of 7.02A (i.e., recall rights, continuity of service, etc.) regardless of whether or not they were paid a termination allowance.

Condition B: Following a layoff under 7.01, there is a need for temporary employees. Some of the employees who were laid off under 7.01 are offered the temporary job.

Question 1: Do employees who are laid off have recall rights to these temporary jobs?
Answer 1: Employees laid off under 7.01 of the Agreement have rights under 7.02 before the hiring of any new regular employees, not temporary employees. However, there is no reason they cannot be considered for temporary jobs under Article 12 and as committed under 7.03. Care should be exercised through force planning procedures whenever possible to prevent the situation of having temporary or regular vacancies when the Company is in a lay-off position.

Should these employees be offered and accept these temporary vacancies, they continue to have recall rights under Article 7.02 before the hiring of any new regular employees, and will be treated like any other temporary hire.

Question 2: If the laid off employee accepts a temporary vacancy, how should seniority be treated?

Answer 2: Since this employee was not returned under 7.02, 7.02A8 is not applicable. Seniority would be treated in accordance with 1.25 like any other temporary hire. Should the employee subsequently be given a regular job, then Article 7.02A8 would be applicable and seniority adjusted accordingly.

Question 3: Do employees receive seniority for the time they were laid off?

Answer 3: When laid-off employees are returned to a regular job, either from lay off or from a temporary position, and the time period from the date of the lay off to their return is not more than six months, then they would be allowed seniority credit for laid off time, unless it began within twelve months of a previous lay off.

Question 4: What is the proper treatment for termination pay for the laid-off employee hired in a temporary job?

Answer 4: The employee should not be required to repay any termination pay. Should the employee be placed in a regular job then the provision of 8.05D2 would apply.

Question 5: If at the end of the temporary assignment, termination pay is due, how is it calculated?

Answer 5: The employee should receive termination pay as entitled by the nature of the temporary assignment and his length of service.

Example 1: Employee is laid off with 10 years service and paid termination pay. He returns to a temporary position
associated with a technological displacement and is laid off at the end of the assignment one year later. That employee would receive termination pay appropriate for that one year of additional work.

Example 2: Employee is laid off with 10 years service and paid termination pay. He/she returns to a temporary position not in connection with a technological displacement and is terminated at the end of the temporary assignment six months later. No termination pay is applicable.

Condition C: 7.02A1 states that "laid-off" employees shall have the right to be recalled as follows:"who is on layoff from the same Family of Skills in which that vacancy exists."

Question 1: Would the Family of Skills jobs be confined to the same organizational unit in which the employee worked at the time of lay-off, i.e., when using Family of Skills in 7.01, the jobs are confined to the surplus organizational unit?

Answer 1: Jobs are confined to same organizational unit. We never cross organizational unit lines for Family of Skills.

Condition D: Under 7.02A1, the employee must have requested a job in the Family of Skills in order to be considered, and under 7.02A3, "Laid off employees may submit up to six requests..."

Question 1: Is a request for jobs that are within in the same Family of Skills considered as one request, or is each job within a Family of Skills considered as a separate request with the maximum of six being applicable?

Answer 1: The employee's requests have to be specific requests within the Family of Skills. Therefore, each job within a Family of Skills is considered as a separate request.

Question 2: Is priority given to each title within the Family of Skills or only to the specific title that the laid-off employee held at the time of lay-off?

Answer 2: Priority is given to any title an employee has requested in the Family of Skills.

Question 3: How will laid off employees be advised of anticipated vacancies?
Answer 3: The Company has no obligation to advise laid off employees of anticipated vacancies.

Condition E: According to 7.02A5, notification (of recall from layoff) shall be sent by "certified mail".

Question 1: Is it mandatory that the notification be handled by certified mail? Is it permissible to advise the employee by telephone and follow-up the job offer by certified mail in order to expedite the selection procedure?

Answer 1: There is no problem with calling the employee, but the Company must follow-up by certified mail.

When former employees have not kept the Company updated on their current addresses, and mail sent to them using the last known address is returned, the Company is not obliged to make additional efforts to find them.
GENERAL COMMENTS:

Reassignment Pay Protection Program (RPPP) creates a cushion which protects an employee’s pay when he or she is reclassified to a lower rated job either under 7.01C, 12.02F or 24.05D4d or as a result of being permanently medically restricted. Since the employee’s pay is protected for a specified period of time, their actual rate of pay will be “off-step” with the lower rated wage scale that they have been moved to until the final reduction in pay occurs. The employee is entitled to all general and progression increases that will be given on the lower rated wage scale while their pay is protected under RPPP. The employee may to receive increases during the time that the cushion is in effect and as it is being reduced.

Condition A: An employee is surplused at WS 18, Zone A and under 7.01C is placed in a WS 14, Zone C position.

Question 1: Is the employee eligible for pay protection under RPPP?

Answer 1: Yes. Since the employee was reassigned to a lower rated job under 7.01C they are eligible for pay protection under 8.03B (RPPP). Their current rate of pay (WS 18, Zone A) should be protected at the time of the reassignment.

Condition B: An employee is surplused at WS 32, Zone C and under 7.01C is placed in a WS 24, Zone A position and protected under RPPP.

Question 1: At what rate of pay is the employee protected at under RPPP?

Answer 1: The employee should be protected at the current rate of pay that they are earning as a WS 32 in Zone C.
Condition C: An employee is surplused at WS 18 in Zone A and under 7.01C is placed in a WS 16 position in Zone A with RPPP protection. The employee remains there for seven months and while still pay protected by RPPP, the employee is transferred as a WS 16 to a Zone C exchange.

Question 1: Would the RPPP payment be adjusted as a result of moving to Zone C?

Answer 1: No. The rate of pay the employee is protected at would remain the same. The employee’s transfer to WS 16, Zone C would be handled under 2.07A, and the RPPP cushion would be recalculated to reflect the difference between a WS 18, Zone A and a WS 16, Zone C.

Note: If the employee had been in the WS 16, Zone A position for less than 6 months, the transfer to WS 16, Zone C would be handled under Paragraph 2.07B.

Condition D: An employee is surplused at a WS 20, Zone C and under 7.01C is placed in a WS 14, Zone A position with RPPP protection. The employee remains there for 6 months and is promoted to a WS 23, Zone A.

Question 1: Is the employee still entitled to protection under RPPP?

Answer 1: No. Upon promotion to a WS 23, Zone A the RPPP protection should end and the employee’s new rate of pay will be calculated under 2.06A. “Current pay” for this calculation is the protected pay. “Same step” is the step the employee is on for the lower rated job.

Condition E: An employee is surplused at a WS 20, Zone C and under 7.01C is placed in a WS 14, Zone A position with RPPP protection. The employee remains there for 6 months and is demoted under 7.01C to a WS 10, Zone A.

Question 1: How should the employee’s RPPP payment be calculated?

Answer 1: The original RPPP cushion is calculated based upon the difference between a WS 20, Zone C and a WS 14, Zone A. When the employee is demoted again, they are entitled to additional RPPP protection, which will overlap with the original RPPP protection. The new RPPP cushion will be calculated based upon the difference between a WS 14, Zone A and a WS 10, Zone A. The RPPP periods will overlap and for a period of time the employee will received two RPPP cushion payments. However, the period of the first RPPP protection will not be extended.
Condition F: An employee is surplused at WS 18, Zone A and under 7.01C is placed in a WS 14, Zone C position with pay protection under RPPP. Before the RPPP pay protection runs out, the employee at the employee’s initiative accepts a WS 10, Zone A job under Article 12.

Question 1: Is the employee still entitled to payments under RPPP?

Answer 1: Yes. However, the employee is only entitled to the original RPPP pay protection based upon the difference between a WS 18, Zone A and WS 14, Zone C. Since the transfer to the WS 10, Zone A position was at the employee’s instance, the RPPP cushion would not be recalculated.

Condition G: An employee is surplused at a WS 20, Zone A and under 7.01C is placed in a WS 14, Zone C position with pay protection under RPPP. After contract negotiations their Zone C exchange is upgraded to a Zone A.

Question 1: Should the employee receive wage increases?

Answer 1: Yes. When the employee was reassigned their RPPP cushion was calculated based upon the difference between a WS 20, Zone A and a WS 14, Zone C. Since they are entitled to all increases of the lower rated job, they should get the general increase for a WS 14, Zone C and then the Zone upgrade increase to move from WS 14, Zone C to WS 14, Zone A. The RPPP cushion should be recalculated to reflect the difference between a WS 20, Zone A and a WS 14, Zone A.

Condition H: A management employee is reclassified to a craft position under the provisions of Paragraph 7.01J.

Question 1: Does the management employee reclassified into craft have RPPP rights?

Answer 1: No, the provisions of Paragraph 8.03B do not apply.

Condition I: An employee is reclassified to a lower rated job and is eligible for pay protection under the Reassignment Pay Protection Plan (RPPP).

Question 1: If the employee is placed in an acting title with a rate of pay equal to or greater than the higher rated job prior to being reclassified, when should their RPPP protection begin?
Answer 1: If an employee is placed in the acting title prior to the reclassification, the RPPP protection should be delayed until they are actually placed in the lower rated title.

Question 2: If the employee is placed in an acting title with a rate of pay equal to or greater than the higher rated job after being reclassified, should their RPPP protection continue while they are in the acting title?

Answer 2: No. The RPPP payments should be suspended while the employee is in the acting title. Once they return to the lower rated job the payments will be continued; however, the RPPP pay protection period will not be extended.
BELLSOUTH TELECOMMUNICATIONS
AGREEMENT INTERPRETATION #08-03-02

Agreement Reference:  Article 8
Section 8.03B & C

Condition A:  An employee has been reclassified to a lower rated job and is eligible for pay protection under either 8.03B or 8.03C

Question 1:  If the employee meets the criteria of 8.03B, when is the effective date of the change in pay?
Answer 1:  The effective date of the change is always a Sunday (the first day of the payroll period).

Question 2:  If the employee meets the criteria of 8.03C (where the “no reduction” phase lasts for 36 months), when is the effective date of the change in pay?
Answer 2:  If the target date falls on Sunday, then the effective date is Sunday. However, if the target date falls on a Monday, the pay reduction is made effective on the day before. If it falls on any other day, the pay reduction is made effective on the following Sunday.

Question 3:  Under 8.03B, for employees who are unable to perform after being promoted, and are handled under 12.02F, and are placed in a lower rated job, is the pay protection under 8.03B applied to the original job they were promoted from or the promoted to job? (Ex.: Employee is promoted from WS 11 Operator job to WS16 CSA and cannot perform. Employee is placed in a WS 10 Office Assistant title. Is the pay protection for the CSA title or the Operator title?)
Answer 3:  Pay protection is for the "promoted to" job. In the example above, the employee would be pay protected at WS 16.
BELLSOUTH TELECOMMUNICATIONS
AGREEMENT INTERPRETATION #08-03-03

Agreement Reference: Article 8
Section 8.03D

Condition A: An employee is reclassified to a WS 30 from WS 32, with 12 months of wage experience credit. After 34 months he or she is promoted back to a WS 32.

Question 1: How much wage experience credit should this employee receive after the promotion?

Answer 1: The wage experience credit for this employee must be reviewed under 2 options and the employee will be given the greater of the two. The first option is wage experience credit accrued on the higher rated job. The second option is wage experience credit calculated for a promotion under 2.06A as follows:

Current Pay WS 30, 42 months step - $617
(the employee has 46 months total wage experience credit)

Pay for WS 32, 42 months step - $644.50
Promotional Increase of 10% - $644.50 * 10% = $64.45

$617 + $64.45 = $681.45
the nearest higher step on WS 32 is the 48 months step = $684.50

Pay for WS 32, 12 months step - $476.50

Since the wage experience calculated under Paragraph 2.06A is greater, the employee should be placed on the WS 32, 48 months step at a rate of pay of $684.50.

Condition B: An employee at top pay on WS 32 is reclassified to WS 30. After 34 months he or she is promoted back to WS 32.

Question 1: What is his or her correct rate of pay?
Answer 1: The employee was at top pay or the 60 months step on WS 32 prior to reclassification to WS 30. Their rate of pay calculated under Paragraph 2.06A would be:

Pay for WS 30, 60 months step - $739

Pay for WS 32, 60 months step - $772
Promotional Increase of 10% = $772 * 10% = $77.20

$739 + $77.20 = $816.20
This amount exceeds top pay on WS 32

Since the employee was on the 60 months step prior to reclassification to WS 30 and the pay calculated under Paragraph 2.06A exceeds the maximum rate on WS 32, the employee should be placed on the 60 months step on WS 32, with a rate of pay of $772.
BELLSOUTH TELECOMMUNICATIONS
AGREEMENT INTERPRETATION # 08-04-01

Agreement Reference: Article 8
    Section 8.04A

SUPPLEMENTAL INCOME PROTECTION PROGRAM

Question 1: If an employee wants SIPP in the 3rd quarter of 1999, when must the Expression of Interest form be submitted?

Answer 1: No later than May 31, 1999.

Question 2: When an employee's SIPP/ESIPP acceptance period expires, will he/she be automatically contacted by the Staffing organization to update his/her intentions?

Answer 2: No. The acceptance form will revert to an inactive status. If a new SIPP/ESIPP opportunity arises, the employee will be contacted.

Question 3: Can an employee cancel his/her acceptance form while it is in inactive status?

Answer 3: Yes, the acceptance form may be canceled at any time while it is inactive.

Question 4: Can an employee who retired with SIPP be brought back as a contractor or an employee of a contractor without having to pay back all or part of SIPP?

Answer 4: Yes.
BELLSOUTH TELECOMMUNICATIONS
AGREEMENT INTERPRETATION #08-05-01

Agreement Reference: Article 8
Section 8.05

EMPLOYMENT TERMINATION ALLOWANCE

Condition A: Treatment of employees with eight or more years of net credited service upon expiration of leave limits.

Question 1: How should eligibility and wage rates be determined?

Answer 1: If an employee's service is terminated at the expiration of total leave limits and the employee is otherwise entitled to termination pay under 8.05A4, his service credit and rate of pay is determined as follows in computing the termination pay due, if any:

a. In determining eligibility and amount of termination pay otherwise payable for an employee who did not perform limited periods of work during an authorized leave, service credit as of the beginning of the leave and the rate of pay in effect as of the beginning of the leave are to be used.

b. In determining eligibility and amount of termination pay otherwise payable for an employee whose leave was suspended for a limited period, the service credit and the wage rate as of the end of the last limited period of work extends beyond the expiration of the total leave limits.

c. If an employee continues a limited period of employment beyond the expiration of the total leave limits, the termination pay, if any, is computed on the basis of the service credit and wage rate as of the expiration of the total leave limits, but such payment is deferred until separation following the limited period of work.

Question 2: An employee with over eight years of service who is transferred into the exchange under the provisions of 12.01E elects to take a leave of absence under 7.01C1d. If this employee otherwise meets the requirements of
8.05A, is this employee entitled to termination pay at the expiration of leave limits?

Answer 2: Yes. After all other regular employees have been offered treatment under 7.01, the employee has full seniority rights restored for all purposes except that termination pay cannot be elected under 7.01F2. (The termination pay provided for under 7.01F2 is payable under 8.05A4.) Termination payments under 8.05A4 are payable under 8.05C.

Condition B: The Company engages or re-engages employees as "temporary" for periods of more than 3 weeks but less than 1 year (18 months or less in connection with technological changes).

Question 1: When are such employees entitled to a termination allowance?

Answer 1: A. If engaged for a specific period of time or until a job is completed (other than in connection with technological changes) - the employee is not entitled to termination allowance for such work.

However, it should be kept in mind that if an employee is engaged for a specific period of time or until a job is completed and the employee is separated earlier under 7.01B because of a force surplus, termination allowance is payable under the provisions of 8.05B).

B. If engaged for work in connection with technological changes - termination allowance is payable under the provisions of 8.05B.

Condition C: It is necessary to hire a group of occasional employees to do a job for a limited period of time. Included among those to be hired are employees who left the Company and received a termination allowance.

Question 1: It is necessary for such individuals who are being rehired as an occasional to repay any termination pay that was received at the time of termination?

Answer 1: No. It is not intended to require individuals who are re-employed as occasionals to repay termination pay since they will be an employee only one day at a time.

Condition D: A regular employee who is granted a leave of absence under 7.01C1d (technological leave - 2 years) and who gives notice under 7.01C1d that he wishes to change his option to accept the termination allowance shall have
his net credited service and rate of pay determined as shown in 1a, b or c above, as appropriate.

**Question 1:** Will he be entitled to termination pay?

**Answer 1:**

a. If the employee changes his option to accept the termination allowance within the first year following his acceptance of the leave (the employee to be shown out of service during or at the expiration of the first year of leave), the termination allowance is payable under 8.05.

b. If the employee does not change his option to accept the termination allowance within the first year of such leave but requests reinstatement prior to the expiration of the leave and there is no work available, the employee is entitled to termination pay, if any, at the expiration of total leave limits (2 years) as follows:

   1. If the employee has eight years or more of net credited service, he is entitled to the termination allowance payable under 8.05C. (See also 8.05A4)

   2. If the employee has less than eight years of net credited service he is not entitled to termination pay.

**Condition E:** A part-time employee is hired or rehired following a break in service on or after January 1, 1990 and laid off under 7.01 at a later date.

**Question 1:** How is termination pay calculated for this part-time employee?

**Answer 1:**

The termination pay is calculated using the employee's part-time weekly pay rate and the employee's adjusted net credited service.

**Example**

A WS10 employee with 10 years NCS is entitled to 18 weeks pay at a rate of $274.80 per week. Termination pay is calculated using 8.05B or $274.80 x 18 = $4,946.40
Agreement Reference: Article 8
Section 8.06

Employees With Permanent Medical Restrictions

Condition A: Treatment of employee who has met time-in-title/time-in-exchange (TNT/TNE) in job title/exchange prior to reassignment due to a permanent medical restriction (PMR).

Question 1: Should the employee be held to TNT/TNE in the new title/location, prior to receiving consideration for another job?

Answer 1: No. The assignment to a new job as a result of PMR does not affect the running of time-in-title nor time-in-exchange. The employee has already met TNT/TNE in the prior assignment.

Example: ST (WS30) with 29 years of service in Mobile, AL has met TNT/TNE. Due to PMR, the employee is moved to MA (WS20) in Montgomery, Al. This employee bids on ET (WS32) and should receive consideration because he/she met TNT/TNE in their original title (ST).

Condition B: Treatment of employee who has not met time-in-title/time-in-exchange (TNT/TNE) in job title/exchange prior to reassignment due to a permanent medical restriction (PMR).

Question 1: Should the employee be held to TNT/TNE in the new title/location, prior to receiving consideration for a move to another job, which is not a promotion to a higher level than the job prior to PMR assignment?

Answer 1: No. The employee is not held to TNT/TNE and should be allowed to move to a job that is equal to, or above the level of the PMR assignment, as long as it is not a higher level than the original job.
Question 2: Should the employee be held to TNT/TNE in the new title/location, prior to receiving consideration for a move to another job, which is a promotion to a higher level than the job prior to PMR assignment?

Answer 2: Yes. The employee should be held in the PMR assignment until such time they would have met the TNT/TNE for their previous job title. The time-in-title/time-in-exchange clock continues in the PMR assignment.

Example: ST (WS30) with 12 months (29 years of service) has not met TNT/TNE in Mobile, AL. Due to PMR, the employee is moved to MA (WS20) in Montgomery, AL. This employee must wait 3 months TNT/TNE to bid on jobs above the original WS30 because the TNT/TNE for a promotion while in the original WS30 job would have been 15 months.

Michael L. Matthews
Hicks

For BellSouth

Beverly A.

For Communications Workers of America

NOTE: Original signed on 2-6-01
BELLSOUTH TELECOMMUNICATIONS
AGREEMENT INTERPRETATION #09-01-01

Agreement Reference: Article 9
Section 9.01

EXPENSE IN CONNECTION WITH TRANSFER

Question 1: When an employee elects to use privately arranged transportation for the exploratory trip in connection with his finding a new resident, how should he be reimbursed for transportation?

Answer 1: He should be reimbursed for the equivalent cost that would have been incurred had he used the public transportation authorized by the Company. If the employee's spouse is also making the trip, the reimbursement would include the equivalent of the spouse's transportation as well. (9.01B1a)

Question 2: Will the Company pay the expense of moving a house trailer when an employee is moved at the instance of the Company?

Answer 2: Yes, this expense should be classified as drayage since the employee's household furnishing and personal belongings would be transported in the mobile home. The employee should understand that he would not be entitled to reimbursement for drayage in addition to the expense of moving his mobile home. (9.01B2)

Question 3: How should the employee be reimbursed for transporting motor vehicles to the new location?

Answer 3: The reimbursement should be on the basis of receipted vouchers or other evidence of payment for gasoline and oil actually used.
BELLSOUTH TELECOMMUNICATIONS
AGREEMENT INTERPRETATION #09-02-01

Agreement Reference: Article 9
Section 9.02

TRAVEL EXPENSE

General Comments:

When travel by a non-management employee is required, the supervisor to whom such employee normally reports should discuss travel arrangements with such employee and ensure that the employee has a clear understanding of travel expenses to be paid. Paragraph 9.02 of the Agreement outlines the travel expenses which are allowable in connection with temporary transfers. A temporary transfer is interpreted as occurring when an employee is assigned to work outside his headquarters exchange and is not returned to his headquarters exchange on Company time at the conclusion of the day's work.

Condition A: An employee is asked to report to work outside of his/her headquarters exchange.

Question 1: How is the mileage measured to determine when the employee should be reimbursed under 9.02A (Commuting Allowance) or 9.02B (Temporary Transfers)?

Answer 1: The mileage should be measured from work center (the employee's normal place of reporting) to work center (the place from which the work the employee is being loaned to do would normally be performed). The distance calculations under 9.02A will be the actual mileage on the most commonly used direct route. Under 9.02B the distance calculations will be as shown on the most recent official State Highway Department maps.
BELL lum TELE COMMUNICATIONS
AGREEMENT INTERPRETATION #09-02-02

Agreement Reference: Article 9
                   Section 9.02A

COMMUTING EXPENSE

Condition A: An employee is temporarily transferred to another exchange 20 miles away. After he or she reports to the new exchange he or she is told to go to another exchange 18 miles from that exchange.

Question 1: Should the employee be paid two commuting allowances for having to report to two different exchanges during the day?

Answer 1: No. It is appropriate to pay one commuting allowance based upon the total number of miles it takes to travel to the final place of reporting, using the headquarters exchange work center as the starting point for mileage computations. If the total mileage traveled is over 50 miles, the provisions of 9.06A would apply, entitling the employee to a commuting allowance of $46.25 and reimbursement at the current IRS mileage rate for all mileage over 50 miles each way.

Condition B: An employee has his or her place of reporting temporarily changed within the exchange to another location more than one mile from the regular place of reporting. After the employee reports to the new location, during the same tour, he or she is temporarily transferred to another exchange 20 miles away to work.

Question 1: Should this employee be paid a daily allowance, a commuting allowance or both allowances?

Answer 1: The employee should be paid a daily allowance for the temporary change in reporting location and a commuting allowance for being temporarily transferred to another exchange to work. The requirement to travel on his or her own time does not apply since the second change is during his tour. (10.01A1c; 9.02A1)
Condition C: Paragraph 9.02A1 provides for paying a commuting allowance for temporary transfers of less than 50 miles. Paragraph 9.06 provides for a special commuting allowance and in addition to paying the commuting allowance under 9.02A1 plus mileage reimbursement for all miles driven over 50 miles each way, the employee is paid for non-scheduled time required to travel.

Question 1: If an employee is temporarily transferred for one day, the distance is less than 50 miles, and the employee is required to begin work at the temporary location at the beginning of his tour, which Section applies 9.02A1 or 9.06A2?

Answer 1: Section 9.02A1 applies because instances of temporary transfers of less than 50 miles, even for one day, are considered to be within a reasonable commuting distance. The employee travels on his or her own time and reports to work at the beginning of his scheduled tour. The employee’s pay for the day starts at that time. He or she receives a commuting allowance of either $22 (up to and including 35 miles) or $46.25 (36 - 50 miles).

Section 9.06A2 applies when the employee must begin the day at his or her home location before traveling to the temporary location. The employee may also, with the supervisor’s approval, use his or her personal vehicle and begin the day from his or her home address. The employee is paid for any scheduled or non-scheduled travel time necessary to arrive at the temporary location.

Question 2: An employee who normally works in Exchange A is assigned to work in Exchange B, a distance less than 50 miles from Exchange A, and is to report to the temporary location at the beginning of his scheduled tour. He or she is provided a company car to commute to that location. Must we still pay the commuting allowance?

Answer 2: Yes. The employee would be entitled to the commuting allowance. He or she would not, however, be entitled to pay for travel time.

Condition D: An employee on a call-out gets agreement from the supervisor to drive a personal vehicle and go directly to the work location in a distant exchange.

Question 1: Is the employee entitled to a commuting allowance under 9.02A?

Answer 1: In the case of a call-out, where it is mutually agreeable that the employee drive his/her own vehicle, a special commuting allowance (9.06A) will be
paid for travel to a work site outside of the employee’s headquarters exchange, and a daily allowance (10.01A1c) will be paid for travel to a work site (other than his/her normal place of reporting) within his/her headquarters exchange.

Note: If an employee uses a company provided vehicle while on a call-out, he/she is not entitled to a special commuting or daily allowance.
TEMPORARY TRANSFERS

Condition A: Employees are on a temporary transfer over 50 miles and working a four-day work week. The department is allowing them to go home every weekend.

Question 1: Is the department required to pay per diem expenses while the employees are at home?

Answer 1: Yes. The department must pay per diem unless the temporary transfer is terminated and then reinstated when the employees are returned to the temporary work location. However, if the department terminates the transfer the employees must be returned to their home exchange at Company expense. Additionally, the employees must be re-polled in accordance with procedures in 12.05C.

Condition B: An employee on temporary transfer (of more than 50 miles) is scheduled to work 8-5. He or she works at his normal location until 2 p.m., then goes to the new location and continues to work until 10 p.m.

Question 1: Is the employee due a per diem for a full day or only a half-day?

Answer 1: He or she would be entitled to per diem for a full day since the combination of travel time and work time at the temporary location exceeded one-half of a normal tour. The employee’s normal tour was 8 hours and paid travel time plus work time was over 4 hours. Had that combined time not exceeded 4 hours, he or she would only have been eligible for one-half the applicable meal and other expense allowance plus lodging. If the Company is furnishing lodging, the employee at the temporary location is entitled to the IRS maximum allowance plus $12.00. (9.02B6c)

Condition C: An employee is on temporary transfer (of more than 50 miles) and is being reimbursed under Option A or B.
**Question 1:** Is the employee entitled to $1.50 laundry allowance?

**Answer 1:** No. The laundry allowance has been replaced by the meals and incidental expenses reimbursement under the IRS maximum allowance for expenses. Additionally, the first $5.50 of intracity transportation expense is also covered by the IRS maximum allowance.

**Condition D:** An employee is on temporary transfer (over 50 miles) and is paid per diem under Option B. When he or she visits home over a weekend and the temporary transfer is not terminated, the employee continues to get per diem under 9.02C.

**Question 1:** Can the employee elect to take Option A for the weekend days?

**Answer 1:** Yes, only if the Company is not furnishing lodging (9.02B5 OR 9.02B6). Additionally, the amount of the IRS maximum allowance paid would be as outlined in 9.02B3.
INTERIM RETURN HOME EXPENSE

Question 1: What interim return home expenses do employees receive when they are on a temporary transfer as described under 9.02B5 (employees attending a training class and the Company provides lodging)?

Answer 1: These employees will receive the cost of transportation based on actual usage. They may be reimbursed for the cost of designated travel if they use that method of transportation, or they may receive the maximum IRS rate per mile if they decline Company designated transportation and if they have principal responsibility for the vehicle. (9.05A & B)

These employees will not be paid for travel time (9.02C1e), nor will they be eligible for lodging expenses. They will be on per diem under Option B (IRS maximum for all meals and incidental expenses plus $12.00) maximum subject to the limitations of 9.02B3.

They are not eligible to an optional travel allowance, since it only applies to the beginning or ending of a temporary transfer.

Question 1: On interim trips home, are employees entitled to intracity/intercity transportation?

Answer 1: Yes.

Question 2: Does the employee continue to receive per diem during an interim trip home?

Answer 2: On interim trips home the employee is entitled to the appropriate per diem amount as if the temporary assignment were commencing or terminating as specified in Paragraph 9.02B3 only.
9.02C1b

Question 1: If the temporary transfer is expected to last 52 days (for example), can the employee take 3 visits home whenever he wishes?

Answer 1: Yes, as long as they are at least alternating week-ends.

9.02C1c

Condition A: An employee is scheduled to be working at a temporary location for 60 days and would be entitled to 3 visits home.

Question 1: Can the employee take a week-end visit home prior to the end of the first 21 days?

Answer 1: Yes, as long as the visits are not made on consecutive weeks, he may take them during any non-scheduled periods. It would be up to the department to monitor these week-ends so that the employee is not taking more than he is entitled to under Paragraph 9.02C1b. Also, note 9.02C1b2 which allows employees on a temporary transfer of less than 21 days (but covering three full week-ends) to make one visit home. This visit would naturally be before the expiration of the 21 days. It would be unfair to penalize employees who are expected to be away from home for an extended period by not allowing them the same option as employees transferred for only three weeks.

9.02C1d

Condition B: An employee is on temporary transfer and is scheduled for a week's vacation at the same time he is eligible for a trip home. He elects to remain at his temporary location and have his spouse or member of his family travel to his temporary location in lieu of going home.

Question 1: What is he entitled to on his VP days?

Answer 1: The trip for the spouse to the temporary location is equal to the employee’s going home; therefore, the employee would receive no per diem while on VP.

Question 2: Should the employee remain at the temporary location and not request a trip for his spouse, what would he be entitled to receive?

Answer 2: He would be entitled to receive per diem only, and not the cost of transportation in lieu of returning home.
Question 3: Does the employee's spouse receive the Optional Travel Allowance outlined in 9.05B when visiting the temporary transfer location?

Answer: No, the spouse does not receive the Optional Travel Allowance. It is an "allowance" for the employee only and is not considered as an expense.
BELLSOUTH TELECOMMUNICATIONS
AGREEMENT INTERPRETATION #09-05-01

Agreement Reference: Article 9
Section 9.05

INTERCITY TRANSPORTATION (9.05A)

Question 1: If an employee chooses to turn in actual receipted expenses for transportation between home work location and common carrier terminal, but actually has to travel from his home to the terminal and receives a receipt for that distance, how do we know what to allow as actual expense from the home work location to the terminal?

Answer 1: The supervisor would be responsible for finding out the standard fare from cab companies, etc., for travel between the work location and the terminal. Then, using the employee's receipt, the supervisor would approve the appropriate amount from the work location.

Question 2: How should the Company handle parking expenses for employees on temporary transfer who elect to travel by air (Company designated) and must leave their personal cars at the airport because of the distance from their home to the airport?

Answer 2: Article 9.05A1 provides for payment 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. While parking is not mentioned it may be reasonable to pay for parking for an employee’s personal vehicle in certain circumstances. For example, if the employee’s usual place of reporting is a considerable distance from the airport and the employee drives his personal car to the airport, it would be reasonable to pay for parking.

Management should also consider other options. It is not intended that there be a hard and fast rule concerning when we might pay for such expenses, rather that local management exercise discretion in making this decision on what is reasonable and necessary.

Question 1: When the Company has designated an airline as the common carrier, may the employee decline these transportation arrangements?
Answer 1: Yes, if the employee declines the designated air travel, the employee shall be paid an optional travel allowance as described in the table under 9.05B. The allowance will apply for travel to as well as from the distant location.

**Note:** When designating transportation by intercity common carrier, supervisors should inform employees of the designated common carrier, departure time, flight number (if applicable), and cost of such transportation.
SPECIAL COMMUTING ALLOWANCE

Condition A: An employee is asked to go a one-way distance of 75 miles for work to be performed in one day returning to his regular location at the end of his work day. The employee asks to use his personal vehicle since the Company vehicle does not have air conditioning.

Question 1: How should the employee be reimbursed for such travel?

Answer 1: The employee should be paid according to the mileage bands in 9.02A1 for up to 50 miles, and at the maximum IRS mileage rate for all miles driven over 50 each way. In this case the employee would receive a commuting allowance of $46.25 (from 36 through 50 miles) and mileage at the maximum IRS mileage rate for 50 miles (25 miles each way).
MOTOR VEHICLE USAGE PROGRAM

Question 1: An employee whose residence is more than 35 miles from the nearest available work reporting area may not participate in the Motor Vehicle Usage Program unless agreed to by the Company. How is the 35 miles measured?

Answer 1: The 35 miles should be measured from the employee's residence to the edge (not center) of the work reporting area. (9.07C)
Agreement Reference:  Article 9  
Section 9.07

MOTOR VEHICLE USAGE PROGRAM (9.07H)  
(Work Assignments Involving Movement In and Out of Exchanges)

Condition:  Service Technicians on home garaging from one district were sent to start and end their work day in another district in a nearby exchange.

Question 1:  Was this a temporary transfer thus entitling the Service Technicians to a commuting allowance?

Answer 1:  No, participants on home garaging moving in and out of exchanges are not considered to be on temporary transfer according to Article 9.07H. There is an exception to this provision under 9.07H, but that is when the employees are transferred away from their home exchange to perform duties which are different from their normal work duties. Employees in the condition cited above would be compensated according to 9.07G.
BELLSOUTH TELECOMMUNICATIONS
AGREEMENT INTERPRETATION # 10-01-01

Agreement Reference:  Article 10
   Section:  10.01A

TEMPORARY CHANGES IN PLACE OF REPORTING (10.01A1)

Condition A: Employees are to perform duties temporarily at a location within their headquarters exchange other than at their regular place of reporting.

Question 1: Should such a location be considered as a place of reporting?

Answer 1: Yes, if it meets the definition of a place of reporting and the Company chooses to designate it as a place of reporting.

Condition B: Non-motorized construction forces report to the job.

Question 1: When an employee is working as a non-motorized employee of the Construction Cable Splicing forces, is the specified payment per tour or part tour worked payable if the employee worked at an office, garage, storeroom or place of motor vehicle storage due to such things as incidental assignments or attending schools?

Answer 1: Yes. (For example, if a non-motorized Cable Splicer is required to report to a storeroom to work; preparing cable stubs, etc., he/she should be paid the specified payment for each tour or part tour worked. It is not contemplated that incidental assignments at the storeroom or garage would affect his/her receipt of such payments).

Question 2: Is a non-motorized employee of the Construction Cable Splicing forces who is required to report to the job entitled to the specified payment per day during periods of vacation or sickness?

Answer 2: No. (The payments are to be made only for tours or part tours worked.)

Question 3: If a non-motorized Cable Splicer who reports to the job works overtime prior to or following a scheduled tour which is connecting work under
1.04, is he/she entitled to any payment other than the specified payment for the time worked?

Answer 3: No.

Question 4: If a non-motorized Cable Splicer who reports to the job works overtime which is a call-out under 1.03, is he/she entitled to the payment for such time worked?

Answer 4: Yes, if he/she reports to the job.

No, if he/she reports to the place of motor vehicle storage and is furnished transportation for the call-out work assignment.

If the employee works six days in a week, he/she will receive the payment on the "call-out" day. If called out on a day on which he/she also works a scheduled tour or part tour, he or she may receive the payment for the tour and for the call-out.

Question 5: Should a non-motorized Cable Splicer be permitted to report at the beginning of his/her tour to a storeroom or place of motor vehicle storage for transportation to and from the job by the Company?

Answer 5: No. It is not intended that non-motorized construction forces will report to a storeroom or place of motor vehicle storage, but rather that they will report to the job. The employee receives the payment per tour or part tour worked and it is his or her responsibility to report to the job for work for the entire tour. The job may be a location which does not require any travel expenses or it may be a location which requires travel expenses of more or less than the allowance per day, but the employee receives the payment per day in lieu of public transportation whether or not he or she uses public transportation and regardless of the out-of-pocket cost of the actual transportation involved.

Question 6: How should the distance between an employee's residence and place of reporting be measured?

Answer 6: In the administration of paragraph 10.01, a straight line of measurement shall be used to determine the distance between the employee's residence and the place of reporting.

Comment: The following extract from a grievance settlement at the fourth level on July 15, 1968, may prove helpful in applying the provisions of 10.01A1.
1. "If it is necessary for an employee to change work locations during his regular tour, he will be allowed to use his personal automobile or, if available, he may use Company or contract vehicle transportation. In either case the employee would be on his own at the end of his tour."

2. "If the Company designates the mode of transportation to the new work location and this results in the employee's leaving his personal vehicle at the original reporting location, the Company is obligated to return the employee to his original work location during the course of the tour or at the end of the tour for the purpose of permitting him to get his personal automobile, if he so desires."

Condition C: An employee's place of reporting is temporarily changed within the exchange to another location more than one mile from the regular place of reporting.

Question 1: Should a daily allowance be paid in this instance under paragraph 10.01A1c of the working agreement?

Answer 1: Yes, a daily allowance of $5.50 should be paid. Daily allowance applies to employees assigned to a formal training class and to temporary changes in place of reporting.

Question 2: Should a second daily allowance be paid for an employee who is called out to work outside normal work hours when a daily allowance has been received for the temporary change in place of reporting for the regular scheduled time?

Answer 2: Yes, the payment of a daily allowance applies to the change of reporting location during normal scheduled hours.

Condition D: An employee has his/her place of reporting temporarily changed within the exchange to another location more than one mile from the regular place of reporting. After the employee reports to the new location, during his/her tour he/she is temporarily transferred to another exchange 20 miles away to work.

Question 1: Should this employee be paid a daily allowance, a commuting allowance, or both allowances?

Answer 1: The employee should be paid a daily reporting allowance for the temporary change in reporting location and a commuting allowance for being temporarily transferred to another exchange to work. The
requirement to travel on the employee’s own time does not apply since the second change is during his or her tour.

Condition E: An employee is temporarily transferred to another exchange 20 miles away. After reporting to the new exchange, he or she is told to report to another exchange 18 miles from that exchange.

Question 1: Should the employee be paid two commuting allowances for having to report to two different exchanges during the day?

Answer 1: Yes. It is appropriate to pay two commuting allowances provided the employee travels on his/her own time to the first location, irrespective of whether the travel to the second location is within or following the employee's tour.
BELLSOUTH TELECOMMUNICATIONS
AGREEMENT INTERPRETATION # 10-01-02

Agreement Reference:  Article 10
Section 10.01A

PLACE OF REPORTING - EMPLOYEE REQUEST (10.01A2,3,4,5)

General Comments:

Consideration for movement within and between departments should be allowed whenever an exchange has more than one place of reporting and/or department for a title.

Question 1:  What requests should the Staffing Organization accept under Article 10.01A2?

Answer 1:  The Staffing Organization accepts requests under this section for moves that do not require a change in title or exchange. These requests can be the same or a different type of work in the same or a different department. (See Appendix A, Part I, Column C for the departmental designations as they existed when the contract was last negotiated.) A 24-month time-in-location/assignment/shift requirement will apply.

The Staffing Organization will accept 10.01A2 requests from employees who are requesting a change in work group or work unit at another location in the exchange, or reassignment to another work group or work unit, shift or assignment at the same place of reporting. Employees may request the same or a different type of work in the same or different department. However, reassignment decisions are actually made by the Manager or Director who has the desired position. When contacted by the department that is contemplating reassignments, the Staffing Organization will provide the names of employees in that work location, department and title who have filed formal requests for a change.

Question 2:  What requests should be accepted under 10.01A5?

Answer 2:  Service Technicians and Service Representatives may request reassignment in the same title in another department in the same exchange under 10.01A5.
Question 3: How many requests can employees have under Article 10?

Answer 3: The contract allows employees to submit up to 10 requests. These may be Article 10 requests, Article 12 requests or a combination.

Question 4: Under Section 12.02A8, an employee who rejects a requested move offered via Staffing can not replace the rejected request for a period of 12 months after the date of rejection. Is this the case with Article 10 moves?

Answer 4: No. There is currently no similar provision under Article 10.

Question 5: When staffing a new work group at an existing place of reporting, is the department required to post a notice similar to 10.01A3a at other locations where their employees may have interest?

Answer 5: No, but if the department chooses not to reassign employees who have requested consideration for the new work group at the location where it will be established, the provisions of the first two paragraphs of 10.01A3 may be followed to staff the new group from employees in the same title at their other locations. As required, vacancies may be also requisitioned with the Staffing Organization, either in the new work group or to backfill employees who are moving into the new work group.

Question 6: Must the department consider and select in seniority order from among the employees who responded to the notice for the new work group?

Question 6: When all things are equal, this procedure makes sense. However, 10.01A3a only requires that the department grant employee requests at their discretion. “Discretion” means the freedom to act or judge on one’s own.

Question 7: Can a department relocate an entire work group intact within the same exchange?

Answer 7: Yes. See parenthetical remark in first paragraph of 10.01A3.
TIME CONSIDERED WORKED

General Comments:

The responsibility for properly reporting and processing travel time as provided for in the Agreement rests not only with the employee performing the travel, but with the employee's immediate supervisor who certifies to the correctness of travel vouchers and supervises the proper reporting of the employee's time to be paid for. In a broader sense the involved department is responsible to see that supervisors involved understand the requirements or receive any needed training to insure effective supervision of travel procedures. Responsibilities of the parties involved are:

1. **Human Resources Department** - to insure that the various departments provide or obtain suitable training to insure that supervisory personnel will be aware of the provisions of Company instructions and the agreement affecting the travel operations of which they are responsible.

2. **Department** - to insure that supervisory personnel at all levels are properly trained to recognize and conform with the provisions of company instructions and the Agreement with respect to travel pertaining to their work and to the work of employees under their supervision.

   This responsibility involves, among other things, a determination as to the time the travel should be performed. In case of school assignments, it would involve a determination as to whether or not it is reasonable to authorize the employee to travel on Monday morning rather than on Sunday. If air travel is to be designated for Sunday, determination should be made as to whether it can be designated prior to 7 P.M., etc. With respect to return travel, information as to when the employee is to be released should be obtained in order to designate appropriate transportation.

3. **Supervisor** - to determine when travel is necessary and to designate such travel in the interest of economical operation of the employee's activities and to obtain help from higher supervision if needed.
After making such determinations, the Supervisor should:

a. Advise the employee of his designated travel arrangements.

b. Give any needed assistance to the employee in preparing travel expense voucher, work reports, and time reports involving travel time to be paid.

c. Determine, before approving, that the employee has reported correctly his travel expense and travel time to be paid, including any premium pay and related weekly overtime due as a result of such travel.

4. **Employee** - to correctly report travel expense and travel time to be paid, including premium time due as a result of such travel.

   a. To request assistance in preparing expense voucher and time report involving travel time to be paid, if there is any doubt concerning the correct reporting to be made.

Travel time that is to be paid, under the Wage and Hour Requirements and the Agreement, is paid on the same basis as actual work time. Such travel time to be paid ordinarily does not exceed the length of a normal tour for periods of continuous travel up to 24 hours. Travel time that is scheduled on an overtime basis and non-scheduled travel time is included on the overtime report. (4.06B1)

**Note:** Exempt Non-Management employees are **not** paid "travel pay" as such except as provided in Article 10.04.

**Question 1:** What travel is considered as "all in a day's work"?

**Answer 1:** This generally includes situations where an employee reports to a place of reporting in his headquarters exchange, travels to another exchange immediately or during the day, and concludes the day's work at, or by returning to, his headquarters place of reporting. This also includes employees who depart from and return to intercity depots or terminals in their headquarters exchange, or who are considered as having done so on the basis of designated intercity travel schedules to permit travel by privately arranged transportation.

When "all in a day's work" travel is involved, the employee is considered as beginning work and as ending work in his headquarters exchange and the entire elapsed time (except for scheduled meal periods, requested meal periods, and any other excused time requested by the employee) is normally considered as work time for pay purposes.
Note: No pay is due for meals for such "all in a day's work" travel within or outside of an employee's headquarters exchange.

As an example, an employee with an 8:00 A.M. to 12:00 Noon and 1:00 P.M. to 5:00 P.M. schedule who travels on Monday from his headquarters exchange to another exchange from 6:30 A.M. to 7:30 A.M. to attend school for one day and travels from 5:30 P.M. to 6:30 P.M. in returning to his headquarters exchange the same day is entitled to pay as follows (assumes work not in excess of 49 hours).

a. From 6:30 A.M. to 8:00 A.M. (a call-out) - 1 1/2 hours at the overtime rate plus 1 1/2 hours penalty pay (to equal minimum call-out payment) and 1 evening or night differential, subject to 4.07E. (Although the employee travels from 6:30 A.M. to 7:30 A.M., he is paid from 6:30 A.M. to 8:00 A.M. as connecting time, because this is an all in a day's work situation. The penalty is payable because this is a call-out (1.03C) and requiring a minimum of 3 hours at the overtime rate (4.02B2).

b. 8:00 A.M. to 5:00 P.M. - 8 hours - at appropriate rate, normally at regular rate.

c. 5:00 P.M. to 6:30 P.M. - 1 1/2 hours at the overtime rate. (Although the employee did not begin traveling until 5:30 P.M., he is paid from 5:00 P.M. because this is an "all in a day's work" situation).

Condition A: An employee is away from his headquarters exchange for at least one night.

Question 1: When does travel time start and end?

Answer 1: Covered employees who spend at least one night away from their Headquarters exchange should be paid for reasonable time consumed in travel from their residence to their final destination in the distant city, provided this time falls within their scheduled hours. If the employee is scheduled from 8:00 A.M. to 5 P.M. and the trip occurs between these hours (including weekends or off days), all the travel time is compensable from portal to portal.

Employees who work night hours and who are sent to training on a daytime schedule should be paid travel time in accordance with their daytime scheduled hours for training.

Note 1: In those cases where the intercity terminal is located inside the employee's headquarters exchange (or temporary duty exchange) the time required to travel to or from such intercity terminal is not to be considered as intercity travel. However, if travel to or
from such an intercity terminal is performed during scheduled hours, such time is to be paid for as scheduled time but not as intercity travel time.

**Note 2:** In those cases where the intercity terminal is located outside the employee's headquarters exchange (or temporary duty exchange) the time required to travel to or from such intercity terminal is to be considered as intercity travel. If, in such a case, the employee goes from his home or vice versa, he should be paid for the actual travel time involved but not in excess of the time that would have been required to travel from his place of reporting, or vice versa.

**Condition B:** Employee is directed to travel on an off day.

**Question 1:** How should payment for this travel time be determined?

**Answer 1:** Travel during hours which correspond to the employee's normally scheduled hours is paid at the appropriate rate. If travel during normally scheduled hours is less than the length of a normally scheduled tour and travel includes the normally scheduled meal period, travel time during such meal period is to be paid.

"Normally" scheduled hours are defined as those hours which correspond to the employee's regularly scheduled tour. If the employee is not assigned to a regular tour, his "normally" scheduled hours will be based on the tour which has been worked more than any other tour during the preceding five tours worked before travel. If no tour has been worked more than another tour, the next five 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.

Insofar as it is practicable the Company will not require employees to travel on Sundays and Holidays.

**Condition C:** An employee on temporary transfer returns home or visits another town under Article 9.02A6 or 9.02B.

**Question 1:** Should travel time be paid for?

**Answer 1:** No, (Paragraph 9.02B1e), except as provided for in (a) and (b) below:
a. An employee who works at his headquarters location during such a visit is entitled to travel time required in returning to his temporary duty location.

b. An employee who is advised before leaving his temporary duty location that he is to work at his headquarters location during such a visit is entitled to travel time required in coming from and returning to his temporary duty location.

Question 2: If an employee on commuting status is called out and works at his headquarters exchange, does he become eligible for travel pay in addition to the commuting allowance?

Answer 2: No.

The following examples should help clarify how to pay for travel time:

Example #1:
Condition: Sue is to attend training at Lisle, Illinois. Her normal schedule is 8 A.M. to 5 P.M. Monday through Friday. She leaves home at 1 P.M. on Sunday to board a 2:30 P.M. flight to Chicago. The flight arrives at 3:45 P.M. and she travels by ground transportation to Lisle where she arrives at her place of lodging at 4:45 P.M..

Question: How much paid time should she receive?

Answer: She should be paid for all the time between 1 P.M. when she left home until 4:45 P.M. when she arrived at the final destination. The travel time falls within the normally scheduled tour, and the fact that Sunday is not a scheduled day is immaterial.

Example #2:
Condition: Sue is scheduled to work Monday through Friday, 8 A.M. to 5 P.M.. On Monday, she is to travel to Lisle, Illinois to attend a school. She leaves her residence at 7 A.M. in order to catch an 8 A.M. flight. She lands at 11 A.M., goes from the airport to the hotel, and then from the hotel to school for a 1 P.M. class start. She stays at school until 5 P.M..

Question: How is she paid for the day?

Answer: The Company is only required to pay for travel time from the time the employee leaves her residence up until the flight leaves if this time falls within the employee's normally scheduled tour. In this example, the time from 7 A.M. until 8 A.M. (start of the tour) would not be paid unless the
residence and the terminal are in a different exchange (see A.I. #10-02-01. Note 2 on page 4) because it falls outside of the normal tour. The Agreement does not obligate us to pay for this time.

Sue would be paid her normal pay for the remainder of the tour, ending at 5 P. M..

**Example #3:**

**Condition:** The employee in Example #2 attends the school Monday through Friday, and on Friday the class ends at 5 P. M.. Her return home flight is due to leave at 6 P. M., which it does. It lands at the home air terminal at 9 P. M., and she arrives at her home at 10 P. M..

**Question:** How is she paid for the day?

**Answer:** Under Section 10.02D, the employee would be paid at the overtime rate for all travel time from 5 P. M. until 9 P. M. when the plane landed. However, no pay is due from 9 P. M. to 10 P. M. because portal to portal outside her normally scheduled tour is not paid time. Under the Agreement, we are not obligated to pay this time, unless her residence and the terminal are in different exchanges.

**Example #4:**

**Condition:** John is scheduled to work Monday through Friday, 8 A. M. to 5 P. M.. He attended a school in Lisle, Illinois Monday through Friday, but was unable to secure return flight reservations until Saturday morning, a non-scheduled day. He left the hotel at 7 A. M. in order to leave on an 8:30 A. M. flight home. He arrived at the home air terminal at 12:30 P. M., and arrived at his residence at 1:30 P. M..

**Question:** How is he paid for the day?

**Answer:** In this example, even though Saturday (or any other non-scheduled day) was not a scheduled day, 8 A. M. to 5 P. M. is still considered John's normal schedule for travel pay purposes. Therefore, since he left the hotel at 7 A. M., he would not be paid from 7 A. M. to 8 A. M. because it was not within 8 A. M. to 5 P. M. (again, unless the hotel and the terminal are different exchanges). All other travel time up until he reached his residence that fell within 8 A. M. through 5 P. M. would be paid.

**Example #5:**

**Condition:** The employee in Example #4 who traveled home on a non-scheduled Saturday encounters a 2-1/2 hour delay at an intermediate stop on the flight home.
Question: Should this time be paid?

Answer: Yes. He should be paid because we regard this type of delay as part of travel time paid under Section 10.02 of the Agreement, whether or not the delay was on a scheduled day.

Example #6:
Condition: John is scheduled to go to school in Atlanta for a week. His department designates that he is to fly by commercial airline. However, he declines and chooses to drive his personal vehicle instead.

Question: How will he be paid for the travel time?

Answer: While Section 9.05B2 of the Agreement does not limit the amount of mileage the employee would be paid, it does limit the amount of travel time paid to what would have been incurred had the employee actually traveled by commercial air, as in this case. Therefore, the supervisor would have to determine the flights the employee would have taken and compute, based on his scheduled hours, what time he would have been paid using the portal to portal rules outlined in the other examples. This will be the travel time paid, regardless of how long it took him to drive to school and back.

Note: Some additional issues should be considered when employees travel. One involves schedule changes. If an employee normally works a night tour and the school he/she will attend has day hours, his/her schedule should be changed to day hours to conform with the school, and travel pay will be based on the day hours.

Another issue involves changing an employee's hours in advance so that the travel time will not fall within the normally scheduled tour, thus disqualifying the employee from pay for time traveled from the residence to the transportation terminal. This should not be done.
BELLSOUTH TELECOMMUNICATIONS
AGREEMENT INTERPRETATION #11-01-01

Agreement Reference: Article 11
Section 11.01

SUSPENSIONS, DISCHARGES AND DEMOTIONS LIMITATIONS (11.01B1)

Condition A: An employee has been demoted and the Union grieves on his behalf.

Question 1: What constitutes "service in the job" under 11.01B1 of the Agreement?

Answer 1: Paragraph 11.01B1 provides the Company with a probationary period in which to determine the employee's ability to properly perform the duties of the job involved.

In determining such "service in the job", all periods during which employees are assigned to work on the job while currently holding the title should be counted, including incidental absences. Where the absence from working on the job extends into the 8th Calendar day for any reason (such as vacation, formal training, strikes, sickness, informal leave, etc.) the entire period of such absence should not be counted as "service in the job".
Bellsouth Telecommunications
Agreement Interpretation # 12-01-01

Agreement Reference: Article 12
Section 12.01

Advertising Anticipated Job Vacancies

General Comments:

The responsibility for effectively applying the terms of the Agreement, the administration of personnel and labor relations policies has been assigned to the Human Resources Department. This includes the responsibility for corporate compliance with Federal and State laws.

The following comments are provided primarily as an outline or guide for the use of selectors in applying the provisions of Article 12.

It is of particular importance that the comments and attachments be reviewed and considered as a whole with respect to each problem involved. The use of a specific statement as justification for an action, without proper perspective, can be misleading.

A. The basis for force movement.

1. Force movement is normally predicated on the existence of job vacancies. (Movement from one place of reporting to another within an exchange does not constitute the filling of a job vacancy, though a backfill of the employee so moved may, provided a change in title or exchange is involved.)

2. Management has the right (and it is a most fundamental and important right) to determine when a vacancy exists and the classification of that vacancy, that is regular full time, part time, etc.

3. If a permanent vacancy is identified, it should be requisitioned as a regular vacancy rather than being filled by an occasional or temporary employee or with an "acting" title.

4. If a vacancy is temporary, it may be filled with an occasional employee, a temporary employee, or with a regular employee on a relieving basis or with an "acting" title, as appropriate. Examples of some temporary vacancies which may be filled in this manner are:
a. Absence of employees because of sickness.

b. Absence of employees because of being loaned to another exchange or another job.

c. Special projects, seasonal work, or work for specific periods.

d. Need to supplement regular employees in a work group prior to a known change which will diminish the total number of employees.

5. When a non-entrance position has been filled by a temporary employee and then becomes a permanent job vacancy, consideration should be given to regular employees in filling the vacancies. Temporary employees should not be given work experience credit allowing them to obtain the non-entrance vacancy over a regular employee by virtue of performing the job.

B. Procedures for Handling Employee Requests

1. In filling job vacancies, consideration should be given to all available employees as required by the Agreement and also to other employees as desired by the Company.

Note: 12.01B1 requires that requests be submitted to BETSI by regular employees for a specific job title and exchange and must be on file before the close of the job ad. If an employee for whom consideration is not required in 12.01B1 is selected, other such employees who have request(s) on file for which consideration is not required have grievance rights.

a. The Agreement provides, in appropriate sections, guidelines which may be used in selecting employees for job vacancies.

When filling jobs, certain provisions of the Agreement require that consideration be given to employees requesting to return from leave. Reinstatement rights for employees desiring to return at the expiration of a leave of absence are covered under 6.01C. However, for employees requesting early reinstatement from leaves under 6.01D, consideration is required only before any new employees are hired or temporary employees are reclassified to regular.

Reinstatement rights for employees desiring to return before the expiration of a leave of absence are covered in 6.01D. An application to return from a leave is generally considered to be before the expiration of the leave if it is more than 45 days before the leave expires when the
request is being considered. Exceptions to this general rule may be made if circumstances warrant.

b. If an employee is selected for a vacancy pursuant to an active transfer request and he or she does not notify the Company that he/she is rejecting the selection within 2 business days, any other transfer requests on file shall be considered as having been cancelled. This does not necessarily mean that employees must be given or must take 2 days to make a decision; however, they will always have 2 days from selection notification to back out and reject the job offer.

c. The selection of an employee under Article 12 who does not have an active request on file for the job for which selected, does not automatically cancel his active requests.

2. If an employee is selected for a vacancy pursuant to an active transfer request and he does not notify the company that he is rejecting the selection within two days after receipt of notice of selection, any pending grievances on selections are to be considered as having been withdrawn, except as follows:

a. If one or more active grievances are being processed on behalf of the employee for a selection to a higher job or jobs than the job to which the employee was selected, only one of the grievances may be continued to be processed as an active grievance.

b. Letters should be written to the Union at the appropriate level advising that the grievances for selections to equal or lower jobs are being considered as withdrawn. Where there are two or more grievances for selections to jobs which are higher rated than the one the employee accepts, the Union should be advised that only one of the grievances will continue to be processed as an active grievance. If and when the Union pursues one such grievance, the other grievance should be considered as being withdrawn.

C. It is important that reviews be made in connection with each selection to insure:

1. That pending transfer requests are considered as withdrawn by all selectors involved.

2. That appropriate advice is furnished to permit prompt clearance of pending grievances at all levels of the grievance procedure.
Condition A: Employees sometimes request consideration for higher rated jobs without having had an opportunity to complete Company sponsored training classes related to their present job or to the higher job. This has reference to formal training and not to what is generally referred to as "on-the-job" training.

Question 1: What consideration should be given an employee who has not had the opportunity to complete such a Company sponsored training class related to his present job or to the higher job involved?

Answer 1: It has long been Company policy that an employee will not be disqualified from consideration solely because he has not had the opportunity to complete such a Company sponsored training course; and this policy has been stated to the Union in connection with bargaining.

In the promotional situation such an employee should be fully evaluated, and comparisons of his overall qualification made with those of other candidates in the usual manner. If the relevant formal training possessed by one candidate is extensive compared with that possessed by another one, this difference should be given as much weight as would be appropriate if 12.02D were non-existent. The principle of 12.02C may make it proper to select the junior candidate even though the sole difference between the two is that the junior one possesses certain relevant formal Company training which the senior one has not had the opportunity to take.

Regardless of whether or not such a selection is warranted under 12.02C, the point is that the failure to select the senior person under such circumstances does not constitute a violation of Section 12.02D. The intent of 12.02D is merely to prohibit the Company from denying a candidate a full review of all of his qualifications simply because of a lack of opportunity in the matter of Company sponsored training.

Condition B: An employee is to be interviewed or tested in order to qualify for a different job.

Interviews and tests will be held without regard to the scheduled work or off day for the employees involved.

An employee should be advised of the time and place the interviews and tests will be held and the Company's position concerning such interviews and tests. (A clear understanding should be reached with the employee when he or she is advised of the scheduled time and place for such interview and tests to prevent any misunderstanding of the Company's position.)
The following procedure is furnished for your guidance:

A. Interviews and/or Tests in Employee's Headquarters Exchange

1. If the time of the interview and tests fall within the employee's scheduled hours, he/she will be excused with pay for such time up to the length of his/her scheduled tour. Any time outside of the scheduled tour will not be paid. Any local travel expense incurred will not be paid.

2. If the time of the interview and tests fall during the employee's non-scheduled time, he or she will not be paid for any of the time spent in such interview and tests.

3. The employee should be told that if he or she chooses not to go, he/she will be given no further consideration for this vacancy since an interview and/or test are necessary for evaluating qualifications for the job.

4. If an employee advises the circumstances prevent him or her from being interviewed and/or tested at the scheduled time, the Staffing Manager should give consideration to the reasons the employee cannot attend and the possibility of arranging for the interview and/or test at another time without regard to the work schedule or off day for the employee involved.

B. Interviews and/or Tests Away From the Employee's Headquarters Exchange

1. The same procedures hold true when an employee travels to another town to be interviewed and tested as the result of a transfer.

2. If the tests and interviews are held on a day when the employee is scheduled to work, he/she will be excused with pay up to the length of his schedule. Any time over and above the length of the schedule will not be paid. The employee will not be paid for any traveling expenses.

3. If the interview and tests are held during an employee's non-scheduled time, the Company will not pay time and expenses.

C. When employees are interviewed and/or tested as a result of 12.04 or other moves at the instance of the Company any time, including required travel time and expenses, will be paid.

Note: "C" above does not apply when an employee requests a transfer as result of Career Counseling or discussions held by management.

-5-

Issue Date: April, 1967
AI # 12-01-01

Most Recent Issue Date: March, 1999
Condition C: Order of processing employees in force movement activity.

<table>
<thead>
<tr>
<th>Priority Group</th>
<th>Print Order</th>
<th>Request Type</th>
<th>Request Description</th>
</tr>
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<tbody>
<tr>
<td>Priority 1</td>
<td>1</td>
<td>(G)</td>
<td>Grievance Settlement</td>
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<tr>
<td></td>
<td>2</td>
<td>(M)</td>
<td>Guaranteed Reinstatement From Leave</td>
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<td></td>
<td>3</td>
<td>(W)</td>
<td>Article 10 Moves - Change in Place of Reporting, Assignment, Work Group, Shift (10.01A2). Change in Department (10.01A5)</td>
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<td>Priority 2</td>
<td>In Seniority Order</td>
<td>(D)</td>
<td>Surplus Employee (within 35 miles)</td>
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<td></td>
<td></td>
<td>(E)</td>
<td>Medically Restricted (within 35 miles)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(2)</td>
<td>Surplus - Other Entity (Not PJB) in State within 35 Miles</td>
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<td></td>
<td></td>
<td>(U)</td>
<td>Return Rights (7.01K)</td>
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<td></td>
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<td>(3)</td>
<td>On Technological Leave of Absence</td>
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<td></td>
<td></td>
<td>(4)</td>
<td>12.02F (employee still on payroll)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(B)</td>
<td>Surplus - Partnership Job Bank (PJB) within State</td>
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<td></td>
<td>(F)</td>
<td>Article 7 Return to FT (7.01C)</td>
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<tr>
<td>Priority 3</td>
<td>In Seniority Order</td>
<td>(D)</td>
<td>Surplus Employee (outside 35 miles)</td>
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<td></td>
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<td>(E)</td>
<td>Medically Restricted (outside 35 miles)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(2)</td>
<td>Surplus - Other Entity (Not PJB) in State (outside 35 miles)</td>
</tr>
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<td></td>
<td></td>
<td>(H)</td>
<td>Recall - Inside Family of Skills (7.02A1) (uses current JTC)</td>
</tr>
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<td>(5)</td>
<td>Recall - Inside Family of Skills (7.02A1) (uses previous JTC from 7.01F or 12.02F)</td>
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<tr>
<td>Priority 4</td>
<td>In Seniority Order</td>
<td>(K)</td>
<td>Recall - Outside Family (7.02A2) (uses current JTC)</td>
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<td>(6)</td>
<td>Recall - Outside Family (&amp;.01F or 12.02F) (uses previous JTC)</td>
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<td>(T)</td>
<td>Lateral/Demotion under 12.02B</td>
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<td></td>
<td>(P)</td>
<td>Promotions under 12.02C</td>
</tr>
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<td>(7)</td>
<td>7.01F (employee still on payroll)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(A)</td>
<td>Company Considered Candidate Hires</td>
</tr>
</tbody>
</table>
Condition D: Section 12.01B1b states former regular employees returning to service in temporary positions may submit requests for jobs at, above, or below the level of the temporary job after three months in the temporary assignment.

Question 1: Does this article apply to former regular employees of certain mentioned entities that went to AT&T at divestiture, were subsequently laid off from AT&T, and were later hired in a temporary assignment in BellSouth?

Answer 1: Yes, these AMOA (Amended Memorandum of Agreement) employees are covered if they were regular employees with any of these entities in the past.

Condition E: An employee is nominated by his supervisor or is self-nominated to attend a craft-to-management assessment program. Assessment is normally on a week day other than a Saturday or Sunday, and is scheduled without regard to the scheduled work or off day for the employees involved. The employee should be advised of the time and place the assessment program is to be conducted, and a clear understanding of the Company's position concerning attendance at such assessment should be reached with the employee when he/she is advised of the scheduled time and place for the assessment.

The following procedures are provided for your guidance:

A. Assessment in Employee's Headquarters Exchange

1. If the assessment falls on the employee's regularly scheduled day, the employee should be excused from regular duties and will suffer no loss of regular pay for such time up to the length of a normal tour. The time outside the scheduled tour will not be paid. Any local travel expense incurred will not be paid.

2. If the assessment falls on the employee's non-scheduled day, he or she will not be paid for any of the time spent in assessment.

3. If an employee advises that circumstances prevent his attending assessment at the scheduled time, the supervisor should give consideration to the reasons the employee cannot attend and the possibility of arranging for the employee to attend at another time.

B. Assessment Away from Employee's Headquarters Exchange

1. If the assessment falls on the employee's regularly scheduled day, the employee should be excused from regular duties and will suffer no loss of regular pay for such time up to the length of a normal tour. The time outside his/her scheduled
tour will not be paid. The travel time will be paid for in accordance with Article 10, Paragraph 10.02 of the Working Agreement and any necessary travel expenses will be borne by the Company.

C. 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 time as near as possible to the assessment starting time (or their schedule may be changed to a day tour for assessment). This will not be considered a shift of tours under 4.01E.

The following summary may be helpful:

### REIMBURSEMENT CONSIDERATIONS FOR CRAFT EMPLOYEES

<table>
<thead>
<tr>
<th>Assessment:</th>
<th>Travel Expenses</th>
<th>Excused from Work with Pay**</th>
<th>Travel Time With Pay</th>
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<td>Local</td>
<td>Out of Town</td>
<td></td>
</tr>
<tr>
<td>Supervisory Nominees</td>
<td>No</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Self-Nominees</td>
<td>No</td>
<td>Yes</td>
<td>Yes</td>
</tr>
</tbody>
</table>

** The time actually spent in assessment is to be excused with pay only up to the length of the employee's normal tour.

The above interpretation applying to payment for travel expenses and time spent in assessment, tests and interviews is intended to apply to the administration of all assessment and/or tests and interviews and does not change existing practices.

### TREATMENT OF TEMPORARIES

**Question 1:** Can temporary employees submit requests (both those with former service and those without)?

**Answer 1:** Yes. The contract language says that temporary employees can submit requests after a minimum period of 3 months in the temporary assignment. This minimum period is interpreted to mean 3 months total seniority. It is not tied to 3 months in one temporary assignment.
Question 2: What is the difference in how we treat temporary employees with former service and temporaries without former service?

Answer 2: Employees with former service are allowed to submit requests for promotions as well as for equal and lower level jobs. These requests from temporaries will be considered with other promotional and transfer requests.

Employees without former service are only allowed to submit requests for equal or lower level jobs. These requests will be considered before new hires.

Question 3: Do we hold temporary employees to time-in-title?

Answer 3: The Staffing Organization may waive time-in-title requirements for a temporary. If they do, they must also waive it for all others to be considered for the vacancy.

Question 4: What happens to the requests of the temporary employee if they leave the payroll?

Answer 4: The requests will be automatically canceled if the employee leaves the payroll. If his/her seniority bridges when he/she returns, new requests can be submitted. The following example illustrates why it is necessary to cancel requests.

A temporary without former service is on the payroll as a WS 16. This temporary submits requests for equal or lower level jobs as allowed by the contract. This employee then leaves the payroll but we retain the requests for a period of time. If the employee comes back on the payroll in another temporary assignment as a WS 14, he/she now has requests on file for a promotion, which is not allowed. In order to avoid this situation, we will cancel requests.

Question 5: Are temporaries treated as new hires or do we treat them as reclassified employees?

Answer 5: If an employee is selected via employee requests, he or she will be reclassified. If the employee is not selected via requests, he or she will be treated as a new hire.
BELLSOUTH TELECOMMUNICATIONS
AGREEMENT INTERPRETATION # 12-02-01

Agreement Reference:  Article 12
Section 12.02

FILLING JOB VACANCIES (12.02F)

Question 1: Can a 12.02F employee decline an equal level job in the state and still have recall rights?

Answer 1: Yes, employees processed under 12.02F do not have regular Article 7 rights. They are only grouped with the other “dashed” employees at 7.01C to show they have equal priority to existing vacancies. They do not have Article 7 rights such as SIPP and bumping.

Question 2: What vacancies are 12.02F employees entitled to and are they considered company initiated moves?

Answer 2: 12.02F employees have priority rights of consideration for existing vacancies available in the exchange and other exchanges within 35 miles first, then in other exchanges in the state. Employees who are assigned to existing vacancies under 12.02F will be considered to have made an employee initiated move.

Question 3: Does 12.02F apply to the exchange from which the employee transferred or to the exchange where the employee is located?

Answer 3: It applies to the exchange in which the job is located where the employee cannot perform.

Question 4: Should the employee be allowed to transfer back to the home exchange if there is a vacancy in the old job or another equal or lower level job?

Answer 4: Yes, provided there is no qualified senior employee who has a priority right to the vacancy.

Question 5: What rights do employees have under Article 7 when they are being treated under 12.02F?
Answer 5: Employees who are being treated under 12.02F have no rights under Article 7. Such employees are grouped with those employees who are listed under 7.01C for the purpose of considering all employees who have priority rights to vacancies in seniority order. 12.02F states that such employees are grouped with 7.01C employees for existing vacancies only. The intent of the term "existing vacancies" is for vacancies within the employees' own Company. Employees being treated under 12.02F are not to be processed under Article 7.

Question 6: Are new hires covered by 12.02F?

Answer 6: No, only employees who have been transferred or promoted under Article 12 are eligible for these provisions, including the additional assistance described in 12.02F1 & 2.
BELLSOUTH TELECOMMUNICATIONS
AGREEMENT INTERPRETATION #12-05-01

Agreement Reference:  Article 12
Section 12.05

TEMPORARY TRANSFERS

Condition: A Network Provisioning Control Center has three reporting locations in an area doing construction work. The supervisor in Exchange A needs to temporarily send an employee for 30 days to Exchange B, which is within thirty-five (35) miles.

Question 1: Does the supervisor in Exchange A have to go through the temporary transfer polling procedures?

Answer 1: No, Paragraph 12.05G allows the company to temporarily move work forces in a Control Center environment in and out of exchanges provided such exchanges are not beyond thirty-five (35) miles of the employee's existing exchange. Such moves will not be considered a temporary transfer and will not be subject to the procedures outlined in paragraphs 12.05A, C and E. Such work is subject to the provisions of 9.02A1 (commuting allowance - $22.00 per day).
BELLSOUTH TELECOMMUNICATIONS
AGREEMENT INTERPRETATION #13-02-01

Agreement Reference: Article 13
Section 13.02

APPLICATION OF SENIORITY (13.02A)

Condition A: Upon the initiative of either the Union or the Company, it is determined that it is desirable to execute a special agreement covering the assignment of tours in a particular location, or for a particular force organization, by using a unit other than the work group.

Question 1: Is it necessary that such special agreement be made at the Director level?
Answer 1: Yes, such special agreements will be executed between the Union and the Company at the Director (previously called Operations) level. Such special agreements may be developed locally, if appropriate, for execution at the Director level or higher. Either an Officer of the Local or a CWA State Representative typically represents the Union in these agreements.

Question 2: Are such special agreements to be made for a specified period, the duration of a schedule or for the duration of the Agreement?
Answer 2: It is contemplated that the special agreements will be in writing and that they will contain the following paragraph:

"This special agreement will continue in effect until terminated in writing by either party to be effective with the next basic schedule to be posted. Such notice by the Company may specify termination prior to the expiration of the usual 13 week period in which event a revised basic schedule will be posted. Unless canceled by either party this special agreement will continue in effect irrespective of the execution of new agreements, unless an agreement is terminated by either party in connection with collective bargaining."

Issue Date: September, 1981
Most Recent Issue Date: December, 1996
BELL lum TELECOMMUNICATIONS
AGREEMENT INTERPRETATION #14-02-01

Agreement Reference: Article 14
Section 14.02

NON-PERFORMANCE OF CRAFT WORK BY SUPERVISORS

General Comments:

A. The provisions of Paragraph 14.02 of the Working Agreement, which governs generally the performance of craft work by supervisors, cannot be properly met without a clear understanding of the true intent and meaning of Paragraph 14.02, as well as company policy with respect to this subject.

B. Through a complete understanding and appreciation of the involved paragraph and company policy, all involved levels of management should be in a better position to carry out their assigned responsibility with respect to this subject.

1. It is the basic policy of this Company to appoint supervisors to perform management responsibilities involved in operating the business. Furthermore, it is the policy of this Company that such employees will devote any remaining time to the performance of other duties, including craft work, in the interest of economical and efficient operation of the business, subject to appropriate legal, contractual and policy restrictions.

2. Although it is the general policy of the Company not to direct supervisors to regularly perform craft work, we must not lose sight of the fact that certain non-supervisory functions have been traditionally performed by supervisory personnel; e.g., selling activities, the training of employees, managers working at consoles/terminals, etc. No change is contemplated with respect to these accepted proper practices.

3. Paragraph 14.02 only limits the non-supervisory work which may be performed by supervisors who are classified as "executive exempt" under the provisions of the Fair Labor Standards Act. Some supervisory employees are "covered" and some supervisory employees (also some non-supervisory employees) are classified as "administrative exempt" under the Fair Labor Standards Act.

-1-

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Paragraph 14.02 of the Working Agreement does not apply to supervisory employees who are "covered" or those classified as "administrative exempt." It is essential that the "executive" and "administrative" exemptions, as contained in the Fair Labor Standards Act, be thoroughly understood.

4. Paragraph 14.02 does permit "executive exempt" supervisors to perform non-supervisory work under certain circumstances such as emergency conditions, instructional activities on the part of the supervisor, and other situations wherein the providing of service or economy in operation are of paramount importance.

5. It is the responsibility of management to determine who will direct training, and it may be assigned to management or non-management employees, as appears appropriate in each situation.

6. To properly implement the true intent and meaning of Paragraph 14.02, it is imperative that management exercise good judgment in the overall force administration job. The composition of the work force should be frequently studied and if necessary the work and/or force reorganized.

C. Grievances about supervisors performing craft work should be considered under two headings - those pertaining to the performance of craft work by "executive exempt" supervisors and those pertaining to the performance of craft work by other supervisory forces, i.e., "covered," "administrative exempt," etc. If the supervisor is "executive exempt," the grievance should be considered under 14.02 but complaints about other supervisors doing craft work should not be considered under this paragraph. Since 14.02 imposes restrictions only upon the performance of craft work by supervisors classified as "executive exempt," care should be taken to word proposed dispositions so that there is no implication that 14.02 could apply to any supervisor other than those classed as "executive." In this connection, it is appropriate, and usually desirable to discuss such grievances with a representative from Labor Relations before proposing dispositions. The following are examples of statements which may be used for proposed dispositions:

1. Grievances about the performance of craft work by "executive exempt" supervisors.
   a. Where there was no violation of Paragraph 14.02 (and Company policy) involved.

      Under the particular circumstances in this case, it was appropriate for the supervisor to perform the work in question. There was no violation of 14.02.

   b. Where there was a violation of 14.02 (and Company policy) involved.
Under the particular circumstances in this case, it was not appropriate for the supervisor to (---enter a description of the work which the Company now considers improper---) under the provisions of 14.02, and this work should have been assigned to a represented employee.

Note: It is important that the proposed disposition enumerate the particular work which the Company considers to have been in violation of 14.02. Otherwise, a proposed disposition will imply that all of the Union's contentions were in violation.

2. Grievances about the performance of craft work by other than an "executive exempt" supervisor. (Paragraph 14.02 does not apply.)

a. Where there was no violation of Company policy.

Paragraph 14.02 does not apply to the supervisor named in this grievance, and there is no contractual restriction on his performing craft work. Under the particular circumstances in this case, it was appropriate for the supervisor to perform the work in question.

b. Where there was a violation of Company policy.

Paragraph 14.02 does not apply to the supervisor named in this grievance, and there is no contractual restriction on his performing craft work. Under the particular circumstances in this case, it was not appropriate for the supervisor to (---enter a description of the work which the Company now considers improper---) and this work should have been assigned to a represented employee. (Also see note above.)
DESCRIPTIONS FOR JOB TITLES (15.01A)

The following descriptions for job titles included within the bargaining unit are such as the Company is obligated to furnish the Union pursuant to Section 15.01, that is, they are sufficient to identify the jobs being described and the general nature of such jobs. Every duty required of individuals occupying the job classification is not set forth, but illustrative duties presently assigned are given. For instance, employees assigned to a given job classification may be assigned from time to time to other work or duties, including those of other job classifications, without being reclassified in their jobs.

In order to save repetition in the descriptions cited below, the following phrase shall be considered as appearing after each such description: "...and performing other work as assigned in accordance with local circumstances and the current needs of the business."

(Note: The date following the title indicates the date the description shown was furnished to the Union. The date of 9/49 is used for all descriptions which were also included on the List of Job Descriptions revised and reprinted in September 1949.)

ACCOUNTING ASSISTANT - (9/74) Renders general assistance to an accounting supervisor by performing assignments of a technical or specialized nature; by making examinations of certain media of a technical or specialized nature for validity, classification, approval, and compliance with Company policies and procedures; training other clerks on work operations and maintaining proper flow of work for a group of clerks.

ACCOUNTING SPECIALIST - (8/80) Handles complex accounting assignments requiring a high degree of technical background and knowledge of accounting principles including: contracts with outside suppliers, customer billing of complex and large user accounts such as CENTREX, large PBX, DECCO, etc., recalculating bills and preparing adjustments when required. Maintains controls for employee earnings, tax deductions as well as employee allotments and Company contributions to such plans as Employee Savings Plan.
ASSIGNMENT CLERK - (11/66) Assigns available outside plant facilities and central office equipment to service orders. Prepares line and station transfer sheets when required to handle a service order. Posts changes to and makes assignment office records in connection with the assignment of facilities to service orders. Includes the maintenance of exchange assignment records. Works with field, test desk and other forces in connection with inquiries, requests, studies, etc.

AUTOMOTIVE MECHANIC - (9/49) Engaged in the maintenance of motor vehicles, motor driven tools, and construction apparatus, involving making inspections, adjustments, repairs, and overhauling motor vehicles and special equipment as well as disbursing gasoline, cleaning, lubricating and painting motor vehicles, etc.

BENEFIT ASSISTANT - (4/89) Handles, under general supervision, one or more phases of Benefit work, makes independent decisions involving knowledge and interpretations of active and retiree benefit plans including Medical, Dental, Vision, Pension and similar matters.

BILLING VERIFICATION ASSISTANT - (4/93) Verifies and interprets technical data necessary for investigating the integrity of billing processes. Assess the impact of errors, investigates and takes corrective action. Determines and schedules billing certification tests and analyzes results to verify accuracy of billing and routing translations. Maintains and updates various system databases.

CABLE SPlicing TECHNICIAN'S HELPER - (9/49) Engaged in assisting the Cable Splicing Technician or Cable Repair Technician by handling materials, tools and supplies as directed; assisting in some splicing, testing and repairing operations; performing operations in connection with cable and associated work including handling safety devices, test platforms, ladders, pole steps, terminals, drop and block wire, protectors, etc., and assisting in other work in connection with cable splicing and the maintenance of telephone plant.

CENTRAL OFFICE INSTALLATION REPAIR TECHNICIAN - (9/49) Engaged in installing and repairing telephone central office equipment for manual and dial offices including PBX's; placing manual switchboards, wire distributing frames, relay rack, dial switching equipment, and power apparatus, etc., in locations designated; installing central office cables, interconnecting various units of equipment, and adjusting relays and other electrical devices to maximum operating efficiency.

In addition, assignment to PICS/DCPR operations include performing plug-in inventories at Central Office, Central Stock and remote locations, (pole and manhole repeater locations), assist Plug-in Administrator in various plug-in administration programs required at field locations.

CIRCUIT LAYOUT ASSIGNER - (3/85) Verifies the integrity of message designs and designs special service circuits of a complex/custom nature for which job aids and/or
prototypes may not be readily available. May assist in developing job aids for designs to meet customer's needs, company standards and tariff requirements. May provide technical assistance to other non-management personnel when required.

CLAIMS SPECIALIST - (8/89) Collects and settles plant damages in a given area. Communicates with claims investigators, contractors, attorney's, cable repair and/or construction foreman, cable locator personnel, and others in collection of disputed and undisputed claims. Locates witnesses for and against the Company, gathers, prints, documents, evidence, correspondence, etc., necessary for substantiating claims and resolving disputes. Receives payments, credits accounts and prepares and renders receipts.

COLLECTIONS REPRESENTATIVE - (8/87) Performs activities related to the collection/solicitation and negotiation of payment arrangements on customer accounts, both live and final.

COMMUNICATIONS ASSISTANT - (5/84) Receives requests from official users in subsidiary corporations of BellSouth, configures communications solutions to satisfy these requests. Prepares Official Service Requests, Service Order Memoranda, Purchase Orders and Leases required to authorize the installation of appropriate official communications services. Visits user premises to conduct station reviews, inventories and investigates the need for requested services. Assists the Associate Manager - Official Services in the implementation of complex official services including conducting of economic comparisons.

COMMUNICATIONS SPECIALIST - (6/95) Develops and manages the accounts of an assigned group of Small Business' most valuable customers. Must meet or exceed assigned sales quotas, productivity, customer satisfaction measures, and customer and product retention objectives. Handles the resolution of customer service issues including monitoring and follow-up activities. Complies and collects market and customer information to conduct market analysis, account qualification, and integrated sales planning activities.

COMMUNICATIONS TECHNICIAN - (1/89) Engages in installing, maintaining, rearranging, adding to, and removing the following:

- Electronic Key Systems
- 1A and 1A2 Key Systems
- "Stand alone": Data Modems/Sets
- Facsimile Machines
- "Stand alone" desk top Office Automation and Computer Systems.

This includes system programming/optioning as well as the delivery of customer training where appropriate. For the OA/Computer Systems the process will consist of unpacking the various components, inserting "option" circuit cards in the main processor cabinet,
setting option switches as defined in the end-users documentation, connecting the monitor and keyboard, and turning the system on. With each “power up” cycle, these processors execute a self-diagnostic program that tests component functionality so that should a failure be detected the system notifies the end-user (customer or technician) where the problem lies. Typical repair functions are to change out the failed unit. Products included in this category would be items such as: IBM PC, DECmate Rainbow PC, VT-220 family of terminals, Desk-top printers (LA-50, LA210, etc.) Quiet Writer, etc.

May perform duties of Wire Technician as well. Recognizes and acts upon revenue generation opportunities for new clients as well as the installed base of existing clients.

**COMPLIANCE ASSISTANT** - (7/96)  Receives and processes subpoenas and requests for company records from attorneys, law enforcement agencies and court officials. Makes decisions regarding the validity of the request involving knowledge of state and federal laws. Gathers pertinent information from various mechanized systems to comply with the request ensuring accuracy of the information provided. Works with other employees and departments, as needed. Testifies as Custodian of BellSouth records, when necessary.

**COMPUTER ATTENDANT** - (11/71)  Responsible for operating data processing equipment by use of standard procedures in compliance with individual job instructions. This would include loading and unloading tape drives and disk drives, responding to console printed instruction, operating high-speed printers, and any other input-output devices associated with data processing system. Monitoring the central processor status, and taking some corrective action when needed, is also required. Establishes and maintains tape library records.

**COURSE CUSTOMIZATION ASSISTANT** - (11/98)  Serves as the point of contact for customized training needs; determines most cost effective delivery mode; and ensures compliance with related Company policies, practices and procedures. Processes employee applications, requests, and payments under one or more company plans; ensures accuracy and resolves discrepancies. Handles inquiries from employees regarding plans and eligibility requirements. Researches and recommends expansion of web offerings; coordinates the student management system web site; and vendor upgrades. Communicates with CWA field representatives, schools, colleges, vocational schools and universities. Coordinates the development of course content, mechanization, job aids, and fees. Performs other duties in connection with work assignments.

**CUSTOMER SERVICE ASSISTANT** - (4/94)  Receives and processes trouble reports from customers and employees in a mechanized environment. Based on analysis provided via mechanized resolution system gathers pertinent information, advises customer of action to be taken, explains feature and service operation procedures and advises customer of proposed resolution. Depending on type of trouble, may be able to resolve the problem during the initial contact; however, negotiates commitment time if problem is not resolved.
DIGITAL TECHNICIAN - (8/98) Engaged in the installation or repair of digital and analog facilities and equipment i.e., equalized circuits, circuits requiring gain and/or signal conversion devices (i.e., DX to DM, etc.), carrier circuits, Digital Loop Carrier, next generation DLC, Fiber in the Loop, SONET, multiplexers, lightwave equipment and complex premise equipment (i.e., E911, ESSX, Identifiers, etc.). Performs testing, places plugs, cross connect jumpers, drops, protectors, inside wiring, etc. Reads and interprets various Company documents, such as circuit diagrams, blue prints, WORD documents, standard practices, etc. Utilizes computer terminals associated with Operations Support Systems; and interacts with customers, supervision, other employees and departments. Maintains appropriate Company records as required. Works inside and outside in all kinds of weather.

DISPATCH ASSISTANT - (10/83) Engaged in the handling of telephone calls from installers, technicians and frame personnel; handles contacts with customers; receives trouble reports, service orders and other media necessary to establish and maintain customer service and reviews for completeness and accuracy; performs pre-verification and post verification prior to dispatching or before accepting completion information; dispatches orders, maintains, updates and uses cable records and customer records; prepares time and material reports and reports completion information.

DRAFTING ASSISTANT - (9/49) Prepares, reproduces, files and gives general handling to the drawings, charts, sketches, and other devices used for the representation of data by the use of lines, letters, numerals and other symbols and devices.

ELECTRONIC TECHNICIAN - (8/86) Engaged in the operation, maintenance, analysis, testing, fault locating and correction, rearranging, adjusting, routining, repairing, replacing, or the installation/removal of all types of Central Office/electronic equipment and facilities (power, switches, relays, circuit packs, amplifiers, wiring, etc.) utilized for Network switching, trunking, subscriber and special services, i.e., analog or digital telephone, program (voice), telegraph, teletype, data, video, etc. Also, engaged in the same or similar type of work operations, including installation of analog, digital or lightwave carrier equipment and facilities located in central offices as well as on customer premises, in cabinets, huts, vaults or manholes used in providing trunking, subscriber and various special services. Utilizes sophisticated test equipment, software diagnostics and computer terminals associated with Operations Support Systems. Reviews, interprets and/or analyzes service orders, circuit diagrams or layout records, WORD documents, complex schematics, standard practices, etc. May install and maintain computer systems, computer peripherals and ancillary associated equipment. May coordinate work operations with supervision, other employees and departments and customers as well as maintains appropriate Company records as required.

ENGINEERING ASSISTANT - (9/49) Performs or assists in performing office duties of an engineering or technical nature beyond the ordinary range of clerical work assigned to Engineering Clerks.
EQUIPMENT TECHNICIAN - (10/84) Installs and wires central office component units and related equipment. Performs basic tests and clears troubles associated with the wiring or installation of the components. Reads and interprets specifications, circuit and wiring diagrams associated with the installation of central office equipment and loads basic software programs.

FACILITIES ASSIGNMENT SPECIALIST - (3/86) Interacts with FACS and other associated systems. Analyzes various source documents and uses transactions to update the outside plant facility inventory in the FACS computer based record system. Uses appropriate transactions, inquiries, and computer printouts to assist system issuance of field documents and instructions associated with service orders, maintenance or outside plant work. May work with other groups and may perform other clerical duties necessary in performance of their assigned tasks.

FACILITY TECHNICIAN - (8/86) Engaged in the construction, installation and maintenance of all inside and outside types of telephone cable facilities (copper, fiber, etc.) and equipment or services (analog, digital, lightwave, etc.) in and between Central Offices and/or customer premises. These operations include, but are not limited to the review and analysis and interpretation of complex work prints, work orders or schematics; cable, conductor and fiber preparation, identification, installation, splicing, turn-up, testing, fault analysis, location, repairing, replacing, routining, rearranging (cable throws, etc.) and removal of all types and configurations of new and existing cables, terminals, associated hardware and carrier facilities and equipment (analog, digital and lightwave, etc.). May coordinate work operations with supervision, other employees and departments and customers as well as maintains all necessary Company records as required.

FORECAST ASSISTANT - (4/76) Renders general assistance to forecast supervisors by performing assignments of a technical or specialized nature. Maintains technical forecasting records and data and prepares charts, analyses and memoranda relative to adequacy of current development and/or revenue forecasts. Assists in the preparation of forecasts and prepares and types forecasting reports. Inputs data and uses computer programs to assist in forecast analysis and projection. Makes public contacts including some premise visits to obtain employment, construction, housing occupancy, and other information necessary in the preparation of forecasts.

FRAME ATTENDANT - (11/72) Engaged in placing, removing, and changing cross-connections at central office wire distributing frames; and straps or the equivalent on equipment; handling permanent signals and calling party hold alarms; operating maintenance printers and making service order changes; replacing circuit packs and updating program store; changing billing tapes; maintaining routine records and handling service observing changes; routine battery maintenance; assisting in making routine tests and working with test desk, field, and other forces in connection with central office frame work.

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GARAGE ATTENDANT - (9/49) Engaged in performing routine service work on motor vehicles and construction apparatus; including checking tires and batteries, disbursing gasoline and oil, lubricating, washing, polishing, etc., and assisting with other garage work.

GRAPHICS ASSISTANT - (8/89) Performs custom/commercial artwork requiring the talent and skill to create artwork primarily by freehand sketching or drawing. Consults with clients to develop ideas for multimedia Company presentations, conference visuals, exhibits, displays, etc.

INDEPENDENT COMPANY ASSISTANT - (5/59) Handles office and/or telephone contacts in connection with Connecting Company accounts. This includes prorates, adjustments and settlements incident to collections of such accounts. Will also perform such other clerical work as may be assigned.

INVESTIGATION ASSISTANT - (12/96) Performs activities related to detecting unauthorized customer toll message usage, billing errors and/or potential fraud. Determines legitimacy of pre and post billing of long distance calls. Based on analysis provided via mechanized system and customer contacts, gathers pertinent information, advises customer of action to be taken and identifies accountable party to rebill, sustain, or write-off charges, as appropriate. May involve analyzing historical data and establishing similar calling patterns. Involves regular contact with customers, other departments and other companies. Requires decision-making based on results of investigation and data analysis.

LINE TRANSLATIONS SPECIALIST - (12/96) Determines and inputs provisioning line translations to various switch types to meet customer commitments and ensure customer satisfaction. Gathers pertinent information from mechanized systems, employees or departments as needed to provision service. Investigates and resolves rejects and customer trouble reports. Coordinates with other work groups to provision large cuts, originating equipment changes, and other services as required. Detects and refers service order problems. Reports mechanized system and switch data link problems.

MAINTENANCE ADMINISTRATOR - (10/83) Analyzes test results and customer's reported trouble; engages in handling of contacts to and from employees and customers (including interaction with frame personnel and outside technicians) in connection with MLT, making cable and pair transfers, LEN (Line Equipment Number) equipment changes, and the dispatch of maintenance work to inside and outside forces; receives and enters status and close out information and performs related clerical activities, including data base maintenance.

MASTER CONSOLE SPECIALIST - (7/89) Monitors the status of computer system components, batch jobs and failed jobs. Starts, stops, drains initiators and cancels jobs. Swaps disk packs and plugs of disc drives and varies defective hardware devices on and off line. Changes ribbon and paper as required, updates hardware status boards and
reinitializes systems as needed. Responds to emergency alarms (e.g., fire and environmental and system crashes) following documented procedures.

**MATERIAL SERVICE COORDINATOR** - (10/76) Engaged in the processing and servicing of orders. Receives, handles, loads, unloads, and delivers material to the point of use and back to the ultimate point of return; during the course of which he identifies, protects, stocks, refurbishes and repair such material. Uses prescribed data input procedures, motorized tractor-trailer and material handling equipment, test equipment, key punch equipment, and other related mechanized procedures necessary to maintain appropriate inventory levels in and around storerooms, lockers, and other force reporting locations.

**MESSENGER** - (9/49) Engaged in operations of mail truck, car, or other vehicle in the delivery of mail, toll tickets, work reports and other media between locations served by a centralized mail bureau. May involve driving for special errands or other purposes.

**NETWORK ADMINISTRATION ASSISTANT** - (2/85) Maintains technical records on data such as cable counts, cable fill summary, route layout, Division of Revenue, and other items necessary to maintain the integrity of office. Provides technical support for management and performs cost and work unit computations and summary compilation. Assists with training of clerical force. Operates the control terminals connected to various computer-based data communications networks, receiving trouble and status reports both from the computers and via telephone from remote terminal users. Utilizes monitoring equipment to interpret, isolate and identify source of troubles. Enters information into the computer to cause correction or bypass of data communication network problems, and coordinates repair with the appropriate company or vendor forces. Prepares network generation and report data for input to computers and performs other clerical duties necessary for the maintenance of appropriate records.

**NETWORK ANALYSIS SPECIALIST** - (1/81) Functioning with minimal supervision and guidance, examines telephone equipment estimate documents to determine all accounting facets of the project, consisting primarily of analyzing supplier contracts to insure proper classifications of materiel, labor and engineering billing, comparing Telephone Company specifications against the supplier specifications for uniformity of equipment and applications of proper accounting codes, summarizing all cost details and compares them against authorized dollars to determine if supplemental authority is required, and performing the last edit of cost details prior to their input into the Detailed Continuing Property Record (DCPR) data base.

**NETWORK ASSISTANT** - (8/89) Handles line and number assignments and equipment balancing in mechanized offices. Monitors central office equipment for maximum utilization; prepares administration and usage reports. Administers the Recent Change Memory Administration files. Investigates and resolves errors and refers message failures.
NETWORK ATTENDANT - (8/86) Engages in the handling of service orders; receives, records, classifies, summarizes and handles trouble reports; prepares and maintains left-in status records; maintains and uses records in a computer based information system applicable to repair service operations; operates various input/output terminals, edits input/output documents and data; prepares forms and reports associated with repair service and the handling of service orders and performs other related clerical type activities. Works with other employees and departments as needed.

NETWORK TRANSLATIONS ASSISTANT - (8/89) Interprets technical documents such as translations guides, switch vendor practices and drawings, Network Design Orders and BSP's. Initiates and maintains input forms and technical records that effectuate routing, charging, conversions, transfers and additions or deletions of service.

OFFICE ASSISTANT - (8/98) Performs somewhat varied duties in accordance with standard procedures and requires a familiarity with the terminology of the office unit. Selects from a wide variety of procedures or makes simple adaptations and interpretations of a large number of resources. Functions include word processing/data entry; answering questions on departmental services and functions; operating a variety of mechanized systems and associated software; posting and balancing a restricted group of accounts to controlling accounts; maintaining databases and resolving discrepancies requiring limited independent analysis; typing, filing, producing routine and ad hoc reports from mechanized systems; classifying and coding; scheduling and making travel and conference arrangements; and drawing and producing graphics via software. Work requires some independent judgment and knowledge related to operations.

OFFICE CLERICAL ASSISTANT - (8/86) Handles, routine clerical work of a general nature, including maintenance of files, handling mail and running errands. May operate reproduction machines and perform work associated with reproduction operations. Engaged in operation of mail truck, car, or other vehicle in the delivery of mail, work reports, and other media between locations served by a centralized mail bureau.

OPERATOR - (5/59) Handles switchboard connections at local manual, dial auxiliary, toll, information, TWX and other types of switchboards. Makes switch counts and reads and records data from Traffic measurement devices associated with dial equipment. Makes simple calculations in connection with register readings and switch counts.

OUTSIDE PLANT TECHNICIAN - (9/49) Engaged in placing, rearranging and removing telephone plant, including the supporting structures, terminal facilities, load coils, and other devices, and maintenance work in connection with line plant.

PROCESSING ASSISTANT - (8/98) Processes and records data to forms, bills and records, manually and by use of accounting machines in accordance with established procedures. Types service orders covering service or work required by customers. Performs related clerical operations and other work associated with such operations.
PROCESSOR TECHNICIAN - (8/86) Engaged in the installation and maintenance of a variety of computers used for Company operations, i.e., computer systems computer peripherals, and ancillary associated equipment, etc. Interfaces with other groups, utilizes sophisticated test equipment, software diagnostics, technical manuals, documents and drawings, etc., to perform periodic preventative maintenance and to isolate and resolve system and hardware troubles.

PROVISIONING SPECIALIST - (3/85) Utilizes available design guidelines (job aids) in the selection of circuit components for message and special service circuits. Analyzes service request to determine circuit requirements and priorities, utilizes guidelines when required to enter requests parameters in the Trunks Integrated Records Keeping System (TIRKS). Specified circuit components utilizing TIRKS, by entering key data from the service request, design guidelines and may require interfacing with other organization. Builds and maintains inventory of switching equipment term and sig, and facility assignments to prototypes, reviews design and makes assignment computation. Utilizing guidelines, is responsible for providing economical designs that meet customer's needs, Company standards and tariff requirements.

REPAIR SERVICE ATTENDANT - (2/76) Receives, verifies, classifies, and handles trouble reports from customers and employees in the mechanized environment.

SALES CLERK - (3/76) Arranges assignment of work for personnel making customer sales and servicing contacts; types correspondence, sales proposals, contact narratives, etc.; maintains sales market cards; prepares and maintains various other records and reports; classifies, distributes or files incoming or outgoing material; prepares input media for computer processing, interacts on line with both in-house and outside time-share computer system.

SECRETARIAL - STENOGRAPHER - (7/57) Performs some secretarial work and stenographic work of a more complex nature and non-recurring nature than is usually performed by Stenographers. May also be responsible for maintaining more difficult filing system.

SERVICE ASSISTANT - (6/79) Administers initial, continual and supplemental training programs to Operators. Assists Operators in the performance of their duties, handles unusual calls, customer complaints and requests of Operators. Promotes the observance of prescribed standards of courtesy; good conduct and cooperations, and refers to the Manager-Operator Services violations thereof. Checks and reports force conditions to the designated person.

SERVICE CONSULTANT - (8/77) Responsible for ensuring complete customer satisfaction through timely delivery of required systems and/or services; specifically including implementation of voice communications sales, Account Executive designated selling activities designed to upgrade or modify communications systems, and handling
customer demand requirements beyond the scope of BSC. Member of industry specialized team.

**SERVICE ORDER WRITER** - (2/80) Converts Business Marketing and Business Service Center negotiated order memorandum into Service Order format by translating English language descriptions into appropriate USOC codes. Formats, reviews, and prepares all auxiliary forms associated with the service order. Prepares and reviews updates to service orders received from Business Marketing or Business Service Center. Forwards all orders and updates to the appropriate input center.

**SERVICE REPRESENTATIVE** - (10/76) Handles office and/or telephone contacts with the public in Residence and Business offices and performs sales and clerical work related to this assignment. In connection with record office assignments, also normally handles customer correspondence and collection work. In a Phone Center environment, may also, on an incidental basis, assemble, demonstrate and replace component parts of modular sets.

**SERVICES TECHNICIAN** - (9/49) Engaged in the installation, rearrangement, removal and maintenance of subscriber's station equipment and associated plant; including incidental wiring, cabling and station work on P.B.X.'s and small central offices, and working with test desk, dispatching and other forces in connection with installation and repair work.

**SPECIAL ASSISTANT** - (11/66) Performs work of a technical or specialized nature which requires a detailed knowledge of Company practices and procedures beyond the ordinary range of work performed by clerks on Wage Scale 10.

**SPECIAL SERVICES ASSISTANT** - (11/78) Performs work of a technical or specialized nature which requires a detailed knowledge of company Tariffs, Practices and Service Order procedures beyond the ordinary range of work performed by clerks on Wage Scale 14. Renders general assistance to Supervisory Management by performing assignments of a technical or specialized nature in resolving jeopardy conditions affecting service orders.

**SPECIAL SERVICES REPRESENTATIVE** - (7/72) Conducts in-depth telephone interviews with customers who complain of harassing, obscene, or threatening telephone calls. Determines type of calls being received, establishes the frequency and regularity of the calls, develops calling patterns, identifies suspects, instructs customers relative to recommended action when an abusive call is received, instructs central office personnel concerning implementation of line identification procedures, refers appropriate abusive call situations to designated security personnel, conducts clerical duties, prepares correspondence, maintains records and prepares reports associated with abusive call complaints. Accepts wiretap or secrecy of communications complaints from customer and prepares reports, forms and correspondence associated therewith. Requests checks of customer facilities and reports results to the customers or designated security personnel as appropriate.
STOREROOM ATTENDANT - (9/49) Engaged in handling, storing, loading, unloading, packing and unpacking materials and supplies in and around storerooms, pole yards, etc., and servicing motor vehicles and equipment.

SUPPLIES ASSISTANT - (9/49) Engaged in performing clerical, record, and filing work in connection with supplies.

SWITCHING EQUIPMENT INSTALLATION TECHNICIAN - (10/84) Engaged in the final installation of central office equipment which includes testing central office equipment and peripheral equipment for operational conformity and the clearing and resolving of associated troubles. Performs final complex installation functions.

SWITCHING EQUIPMENT TECHNICIAN - (12/80) Engaged in the maintenance and operation of dial central office equipment, test, power, frame, switch, and other telephone equipment; including the locating and correction of faults; making adjustments, additions, repairs, replacements; performing routine operations tests, etc., and working with test desk, field and other forces in connection with central office work.

SYSTEMS SPECIALIST TECHNICIAN - (8/92) Performs installation activities associated with the addition and/or rearrangement of circuits and communications/terminal equipment. Assists other technicians in end-to-end communications integrity testing and updates data bases to reflect network configurations. Isolates, tests, corrects or refers computer system hardware problems and communications network problems. Recognizes and refers software problems requiring programming expertise to support groups. Receives initial call from clients for all problems associated with access to applications. Initiates incident tickets, provides on-line assistance and refers problems as needed. Utilizes software tools and procedures to establish and/or correct network element options or parameters. Installs, labels, transfers and removes computer communications cables. Loads identical generic upgrades on multiple machines following documented procedures (mini-computer environment only). Performs necessary administrative functions for the configuration of networks by processing teleprocessing requests and preparing data for update of appropriate tables and data bases.

SYSTEMS TECHNICIAN - (1/89) Engages in installing, maintaining, rearranging, adding to, and removing the following:

- Complex/Clustered Data Modem/Applications (Multiplexers)
- PBX Systems (i.e. Focus Hybrid, Focus Elite, Northern Telecom SL1, IBX, CXC Rose, Dimension, etc.)
- Loop Electronics for Complex Distribution Media (i.e. T-Carrier, Fiber, etc.)
- Small multi-user Computer Systems

This includes system programming/optioning as well as the delivery of customer training where appropriate. For the small multi-user computer systems the process will consist of...
installing optional hardware into the basic system as well as load a minimum portion of operating system software which allows the diagnostic software to assure proper hardware operation. Systems in this family include the micro PDP-11 and IBM System-36.

May perform duties of Wire Technician and Communications Technician as well. Recognizes and acts upon revenue generation opportunities for new clients as well as the installed base of existing clients.

**TECHNICAL ASSISTANT** - (4/79) Engaged in pattern analysis of trouble indications on network and equipment and facilities used in providing customer local and toll connections. Interprets various manual and mechanized sources of data (i.e., NOTIS II, ATRS, NSCS, service observing) and performs or requests tests to verify trouble. Dispatches trouble case to SCC or central office, documents and tracks repair disposition. Lends technical assistance in resolution of trouble as required.

**TELLER** - (9/49) Handles office and mail payment work and clerical duties in connection with such work.

**TESTING TECHNICIAN** - (8/86) Engaged in testing (routine and demand), of equipment and facilities (analog, digital and lightwave) utilized for Network trunking, subscriber and special services; i.e., telephone, telegraph, program (audio), video, teletypewriter, high speed data, etc. Also, coordinates work activities for the installation, rearrangement and discontinuance of these services and/or facilities. Reviews, interprets and/or analyzes circuit layout records, WORD documents, complex schematics, standard practices, etc., and utilizes computer terminals associated with Operations Systems. Communicates, and may coordinate other work operations with supervision, other employees and departments and customers as well as maintains appropriate Company records as required.

**TOLL TESTING TECHNICIAN** - (8/76) Engaged in testing adjusting and repairing equipment and facilities used in providing trunking and special services; including telephone, telegraph, program supply, radio, video, data, teletypewriter, outside plant, central office equipment, etc., making routine tests; maintaining records and coordinating work operations of other employees involved in the installation, rearrangement and discontinuance of trunks and special services, etc., also the installation, rearrangement and maintenance of remote carrier equipment and facilities, including manhole locations.

**WIRE TECHNICIAN** - (1/89) Engages in placing, terminating, testing, and tagging station/house cable or wire on customer's premises in conduit, underfloor duct, cellular floor, raised floor, suspended ceilings, warehouses, etc. Installs and maintains complimentary hardware (blocks, backboards, jacks, etc.) for the wiring plan being installed and runs appropriate crossconnects to complete the system installation. Dismantles, moves and/or removes station/house cable or wire as well as associated station equipment, hardware and disabled common equipment. Recognizes and acts upon revenue generation opportunities for new clients as well as the installed base of existing clients.
BELLSOUTH TELECOMMUNICATIONS
AGREEMENT INTERPRETATION

Agreement Reference: Article 17
Section 17.05

UNION REPRESENTATION

Condition A: In accordance with 17.05 of the Agreement, at a meeting between the Company and an employee in which discipline is to be announced (a counseling or warning entry to be placed in the personnel file, suspension, demotion or discharge) the Union representative from the employee's work group may be present if the employee so requests.

The "Union representative" referred to in 17.05 of the Agreement and in this Agreement Interpretation means a "certified Union representative" - one who is certified to the Company to represent employees in grievance meetings between the Union and the Company.

Question 1: Is the Company representative required to advise the employee of his right to request a Union representative?

Answer 1: No. The decision to request representation is solely the right of the employee and the Company representative is not obligated to suggest or remind the employee of this right.

Question 2: If the Company representative is asked by the employee as to what the nature of the discussion will be, is the Company representative obligated to advise the employee?

Answer 2: Yes. The Company representative is obligated to advise the employee what the nature of the discussion will be if asked.

Question 3: If the employee requests that a particular Union representative, Local President or other officer of the Union be present, should the Company grant this request?

Answer 3: No. Unless such Union representative or officer is the Union representative for the employee's work group.
Question 4: If the Union representative for the employee's work group is not available, would the Company postpone the meeting?

Answer 4: No. The Company should try to get another available Union representative that is nearby (where no travel time is involved) to be present at the meeting. If getting another Union representative takes some time, it may be necessary to delay the meeting. Once Union representation is requested in a disciplinary situation, it is necessary that a Union representative be found before the meeting continues.

Question 5: What part should the Union representative take in the meeting?

Answer 5: The Union representative will only be an observer and will be present to hear the announced disciplinary action. Of course the Union representative is not prohibited from speaking to the employee or giving him any advice which the representative thinks appropriate.

Question 6: What is a discipline-imposing interview?

Answer 6: A discipline-imposing interview includes those interviews conducted for the purpose of, or which culminate in, notifying the employee that an adverse personnel record entry relating to some aspect of his employment is to be entered or placed in his personnel record. This includes interviews conducted for the purpose of documenting "counseling" or "warning" entries, imposing suspension, discharge, or disciplinary demotion.

Question 7: What other kinds of interviews are conducted that are not of the "disciplinary" nature where an employee is not entitled to Union representation?

Answer 7: Management always has the right to discuss with employees day-to-day job subjects and refer problems as they occur. In such meetings as attendance referral or training feedback, the employee would not be entitled to Union representation.

Question 8: What is an "investigatory or fact-finding" interview of the kind which generates the right of an employee to have a Union representative present on request?

Answer 8: The employee's right to request the presence of a Union representative as a condition of participation in an investigatory or fact-finding interview is limited to those situations in which the employee could reasonably believe that discipline could result either then or later. Representation should be permitted upon request unless the interviewing supervisor is in a position...
to unequivocably assure the employee that no discipline against that employee will result, either then or later, in connection with the matter being investigated. If representation, is requested and the interviewing supervisor feels uncomfortable at the prospect of giving such assurance, the request should be granted before proceeding with the interview. Or, if the supervisor had in good faith given such assurance, but disclosures during the interview require that he withdraw such assurance, the interview should be suspended until the request for representation can be complied with.

Quoted below is the BellSouth Policy concerning an employee's right to request Union representation at investigatory interviews between the Company and the Employee. (Union representative must be a certified Union representative).

1. On February 19, 1975 the Supreme Court issued a decision (NLRB vs. Weingarten) which defines situations where an employee has the right to Union representation and also commented on situations where the employee would not have such a right.

   a. The decision held that an employee may request and receive representation in those investigatory interviews "where the employee reasonably believes the investigation will result in disciplinary action". The court emphasized that the reasonableness of this fear must be determined by "objective standards" and not "an employee's subjective motivation".

   b. The court also said that there was no right to such representation in "run-of-the mill" conversations as, for example, the giving of instructions for training and needed corrections of work techniques. In such cases there cannot normally be any reasonable basis for an employee to fear that any adverse impact may result from the interview, ..."

   c. Clearly the vast majority of contacts between management and employees will not require Union representation. However, where management intends to "discipline" an employee, then Agreement Interpretation 17.05 would apply.

2. Henceforth, whenever an investigatory interview is to be conducted from which discipline could reasonably result and the employee requests the presence of the Union representative, this request should be granted, and the Union representative from the employee's work group should be advised that the employee wishes him to sit in on the interview. At the Company's discretion, a different Union
representative may be advised that the employee wishes his attendance at the interview.

3. The employee should know that the right to a Union representative in no way changes his basic obligation to cooperate with the Company in an investigation. The court said that the presence of the Union representative in such an investigatory interview does not make it a bargaining session nor an adversary proceeding. The reason for his presence is "to clarify the issues" and it "can be advantageous to both parties if they both act in good faith and seek to discuss the question at this stage with as much intelligence as they are capable of bringing to the problem." The court also said: "a representative is present to assist the employee, and may attempt to clarify the facts or suggest other employees who may have knowledge of them. The employer, however, is free to insist that he is only interested, at that time, in hearing the employee's own account of the matter under investigation.

   a. The Union representative's role is therefore to aid the investigation, not impede it. Moreover, if the employee or the representative chooses not to cooperate and either of their actions impede the investigation, the interview should be terminated. The Supreme Court has said that management may then proceed to take whatever action appears appropriate based on the information available from other sources.

4. Management always has the right to discuss with employees day-to-day job subjects without the presence of a Union representative and the Supreme Court specifically said so as quoted above in paragraph 1b.

5. In investigatory interviews the Union representative will not be paid by the Company. When the Company advises the Union representative that the employee wishes his attendance at the meeting the representative should be advised that the Company will not pay for time spent in such meeting.

   Question 9: When an employee did not request Union representation in such an interview prior to its beginning, but at some point during the course of the interview makes such a request, should he then be granted the request?

   Answer 9: Yes. If he so desires, a Union representative should be secured only if this is the type of meeting where the employee is entitled to Union representation. Upon the arrival of the Union representative, the supervisor should summarize briefly what has happened thus far in the interview before proceeding.
Question 10: What is the permissible role of the Union representative when present at such interviews?

Answer 10: The representative may act only as an observer or advisor to an employee, and his participation shall be limited to those functions. The meeting, or interview, is between the supervisor and the employee -- not between the supervisor and the Union representative. While it is appropriate that the Union representative at such meetings be made generally aware of the reason or reasons for the investigation or for the imposition of discipline, he does not have the right to argue the merits of the case at that time.

In the case of an investigatory or fact-finding interview, the Union representative is present to assist the employee and may attempt to clarify the facts or suggest other employees who may have knowledge of them. The Union representative's role is therefore to aid the investigation, not impede it.

Question 11: If an employee who has been charged with or is suspected of an offense which would result in discipline refuses to answer questions (his own idea or on advice of Union representative) about direct job-related activities (conduct on the job during working hours or in circumstances in which management could properly direct his actions) either after having been afforded Union representation or if he has not requested Union representation, what should be done?

Answer 11: a. If there is sufficient information already on hand to constitute just cause for discipline against the employee, he should be told that this appears to be the case, that the interview provides him with an opportunity to give the Company an accurate account of the facts as he sees them, and that in the absence of willingness on his part to answer proper questions about his activities the Company will proceed to act on the basis of information it has, or will obtain, from other sources. If the employee then persists in his refusal to talk the interview should be terminated and he should then, or later following additional evaluation of the other information, be disciplined for the offense rather than for refusing to talk.

b. If there is insufficient information on hand on which to reasonably make a decision in the matter without having the employee's answers to questions about direct job-related activities (conduct on the job during working hours or in circumstances in which management could properly direct his actions), he should be told that we need information from him in order to complete the investigation and make a decision in the case at hand, that we have a legitimate right to
require him to answer questions concerning job-related activities, and that he will be subject to disciplinary action for refusal to give such needed information. If he then persists in his refusal to talk he may be disciplined for refusing to talk. Discipline for such refusals should not be imposed without prior discussion and concurrence of the Senior Director - Labor Relations or the Director - Labor Relations.

Question 12: Should an employee be permitted to request an off-duty representative to attend such an interview?

Answer 12: No, not as a general rule. Representatives should be selected from among those on duty, except in those instances where such interviews are scheduled for some advanced date, an off-duty representative may attend, although they will not be entitled to pay for time consumed while attending and necessarily consumed in traveling to and from such meetings.

Question 13: Has the Company discharged its obligation when the appropriate Union representative declines to attend an interview?

Answer 13: Yes. We believe the right to representation is satisfied when the employee, upon his request, has been given the opportunity to have a Union representative present. However, supervisors should be reasonable in this matter and ordinarily should, if desired by the employee, make one additional attempt for purpose of securing another representative if one is readily available within the department at his work location, or within another department at his work location.

Question 14: In instances involving suspected or actual gross misconduct, is it ever appropriate to immediately remove an employee from the job pending investigatory or a discipline-imposing interview?

Answer 14: Yes. But only in those instances in which keeping the employee on the job while the investigation proceeds would pose a danger to other employees or customers, would disrupt normal work operations, or would be damaging to the Company's public image.

Question 15: What is the proper procedures in those instances described in Answer 14, if the employee requests the presence of a Union representative?

Answer 15: The employee should be told that he is not entitled to the presence of a Union representative at this time, since the present supervisory contact is neither for investigatory nor discipline-imposing purposes, but only for the purpose of advising him that he is being provisionally suspended pending investigation and review of the circumstances of the matter. Further, he
should be told that whether or not he is to be disciplined and to what degree will not be decided until completion of the investigation and that he will subsequently be provided Union representation, if he then requests it, at any investigative interview from which he reasonably feels discipline might result, or at the discipline-imposing interview if one takes place.

Question 16: Is a certified Union representative entitled to representation?

Answer 16: Yes. His being a certified representative does not nullify his right to have another representative present if he so desires.

Condition B: The Union representative who is present at the employee's request shall suffer no loss of pay for time consumed in a meeting where discipline is to be announced. (Note: Union representatives are not paid for security investigations, see Question 8, Answer 8 Point 5.)

Question 1: If the Union representative attends such meeting on his "off" day or after scheduled hours will he be paid for time worked?

Answer 1: No. The Union representative is paid, however, if he works on an overtime assignment and attends such meeting at the rate applicable for "worktime". Again, this is for meetings in which discipline is to be announced.

Question 2: If the Union representative has to travel to attend such a meeting, how will he be paid?

Answer 2: The Union representative will be paid for time spent in traveling but will not be reimbursed for travel expenses incurred while in travel status. Again, this is for discipline imposing meetings only. The Union representative will not be paid for time spent in traveling to attend a security investigation.
BELLSOUTH TELECOMMUNICATIONS
AGREEMENT INTERPRETATION #17-01-01

Agreement Reference: Article 17
Section 17.01

PROMOTIONS AND TRANSFERS OF UNION OFFICERS

Condition A: Action is to be taken prior to the promotion or transfer of a duly certified Union Representative if such promotion or transfer will affect this status as a certified Union Representative.

Question 1: To whom should the notice be forwarded?

Answer 1: The notice should be forwarded to the State CWA Representative by the Company Director to whose organization the certified Union Representative is assigned. The matter should then be handled in accordance with 17.01B. The information supplied to the Union in the above notice should contain the employee's full name, title before promotion, Company address before promotion and, if possible, a Company telephone contact number.
UNION ACTIVITY ON COMPANY PROPERTY (17.03C)

Question 1: Who notifies the Local Union President about a newly hired employee or an employee transferred into the Local?

Answer 1: Staffing Organization notifies the Local Union President as soon as it is decided where and to whom the employee will report. The notification includes the employee's name, work location, report date and the name of the supervisor to whom the employee reports.

Question 2: Is it required that the employee meet with the union representative?

Answer 2: Management should neither discourage nor encourage the employee to meet with the union representative. No employee will be required to attend the meeting.

Question 3: Does the Company pay the Union Representative during these meetings?

Answer 3: No, while meeting with these employees, the union representative is soliciting new members, thus, the union pays them during this time (code UA).

Question 4: Can group meetings be held when the Union meets with newly-hired or transferred employees?

Answer 4: Yes. The meeting will be limited to a maximum of 30 minutes and may be coupled with a relief or lunch period.
BELLSOUTH TELECOMMUNICATIONS
AGREEMENT INTERPRETATION #18-01-01

Agreement Reference:  Article 18
Section 18.01

PERSONNEL RECORDS

Condition A: An employee desires to review his or her personnel records.

Question 1: What part of an employee's sickness and accident record should be regarded as a part of his or her personnel record, under the terms of Paragraph 18.01 of the Agreement?

Answer 1: Attendance records, including records of absence time for the first seven days or longer duration of sickness, are a part of the personnel record. Likewise, detail records of benefit sickness or accident cases are a part of an employee's personnel record. (See also the Privacy of Employee Records Guidelines)

If an employee has given written consent for the Union to inspect his or her personnel record in connection with the presentation or resolution of a grievance, the pertinent records should be made available for Union inspection.

Requests for reproduced copies of an item may be granted the employee when expressly authorized by the records custodian or management representative at the review.

Should the Union desire a copy of the record in connection with a grievance, a copy should be reproduced. The record should not be reviewed or copied by either an employee or the Union except when a Management representative is present. It should not be taken away from the office.

If the Union requests information about a benefit case on which a grievance has not been filed, the Benefits case manager to whom the request is made may verbally give the Union representative information about the case, insofar as it was handled by that manager or an employee under his or her direction. However, a Union representative presenting a grievance which relates to the administration of the Benefit Plan should be requested to file the grievance at the Executive level.
Question 2: Describe the process by which an employee may examine his or her personnel records.

Answer 2: When reasonable notice is given by an employee to the supervisor, the employee should be afforded an opportunity to examine his or her personnel records.

To examine Company Personnel Records, an employee should initiate Form RF-5377, Personnel Records Examination Request, and submit it to his or her immediate supervisor for processing.

The Company should promptly respond to the employee's request, make arrangements to secure the record and establish a reasonable time and date for the examination. A request should normally be acted upon within 10 working days. (See Section 18.01A of the Agreement.)

The Privacy of Employee Records Guidelines, Section 5, describes the above process in more detail and should be followed. Section 6 of the same Guidelines describes certain information which should not be made available for employee examination.
BELLSOUTH TELECOMMUNICATIONS
AGREEMENT INTERPRETATION #21-01-01

Agreement Reference: Article 21
Section 21.01

GRIEVANCE STEPS

General Comments:

The following comments are provided as an outline or guide for the use of all supervisors in handling grievance situations as they arise. This material should be reviewed with all management employees, and it is of particular importance that first line supervisors be thoroughly familiar with the objectives of the procedures and the necessary reporting requirements.

Furthermore, each supervisor should carefully review Article 21 of the Agreement. The various "Grievance Briefing Guides" provide additional information that will be of assistance to management employees in processing grievances.

The basic objective of any grievance procedure must be to effectively administer the agreement between the Company and the Union. It should be the vehicle through which employee dissatisfaction is brought to the attention of management for solution. Both management and Union representatives should use the grievance procedure as a means of resolving issues not merely handling them.

In order to better accomplish these objectives, emphasis has been placed on keeping the initial (first step) step informal with a minimum of paper work required.

The number of certified representatives and the number of grievants in group grievances who are to suffer no loss of pay shall not exceed the number as shown in Article 21.03 and/or 21.04, as appropriate.

First Step (Informal Step)

Before formal grievances involving matters other than discharges and demotions are filed at the second step, there must have been a first step (informal) meeting.
The informal meeting may be waived by consent of both parties in those instances where such a meeting would be unnecessary.

The informal meeting should be the most important step in the grievance process. Those in attendance at this meeting will normally include a certified union representative or job steward from the work group, the supervisor directly involved and, as appropriate, the grievant(s). Good day-to-day labor relations are based on the ability of first level management employees to meet and discuss the Working Agreement and management's commitment to effectively administer the Agreement with the employees they directly supervise and the union stewards who represent them.

**Note:** In promotion cases, under the provisions of Section 21.06 the reference to "test papers" is intended to mean "test results."

At the informal meeting, management should adopt an analytical attitude toward the grievance situation. The following illustrates the approach desired:

A. The supervisor should seek the answers to the following questions:

1. What is the situation in which the grievant or the Union feels the Agreement or the employee's rights have been violated?
2. Why do they believe the situation is in violation of the Agreement?
3. Who do they believe is responsible?
4. How do they feel the situation should be handled and what corrective action do they desire in connection with the specific grievance?

B. Concerning the Company's action in the grievance situation, the supervisor should attempt to state or explain the following:

1. Why the Company took the action or position being challenged.
2. If the action or position is contractually defendable, the reasons to support this action.
3. Explore alternative courses of action available that would solve the grievance condition and also be contractually sound.

C. After steps A and B above have been fully developed, the supervisor should bring the meeting to a conclusion by taking the appropriate action. Such action will normally fall into one of the three categories outlined below:
1. **Accept the Union's position.**

   If management has acted improperly or inappropriately, the first line supervisor should admit the error quickly and rectify the situation as soon as possible.

2. **Suggest an alternative solution.**

   When this approach is the proper one, management should adopt a "problem solving" attitude and solicit the help of all present at the meeting in arriving at a workable solution.

3. **Sustain the Company's position.**

   If this is the appropriate action, the supervisor should explain the Company's position and why it must be sustained. He should attempt to persuade the Union to accept the situation as the best approach to the problem.

   **Note:** (The words "sustain, explain, and persuade" are used as contrasted with "defend, uphold, and convince" and are illustrative of the analytical approach to this most difficult position the supervisor must take.)

Before concluding the meeting by using any of the approaches in C above, the first line supervisor may wish to discuss the grievance with higher levels of management or to ascertain essential additional facts which are not within his personal knowledge. If so, the meeting should be recessed and rescheduled for a later date, provided the date for such rescheduled meeting will not cause a delay in the required time limits specified in "2A" below. Whenever possible, however, the meeting should be completed at the initial discussion.

It is not necessary that records be kept of these informal meetings. In fact, both management and union representatives are encouraged not to disrupt the informal nature of the discussion by making notes.

If agreement is not reached, however, it is recommended that the supervisor who spoke for the Company at the meeting should record the following data after the meeting is adjourned:

1. Name of grievant (s)
2. Date of meeting
3. Union spokesman and others in attendance
4. Answer to questions A.1 to 4 and B.1 to 3 above

5. Company's position (C.1, 2 or 3 above)

If a grievance is filed at the second step, the above information will be requested by the departmental General Manager/Director with whom the grievance was filed.

Second Step (Panel Process/Formal Level)

Grievances not settled at the second step meeting may be appealed to the third step (State Level). It is, therefore, most important that the facts concerning the grievance situation be fully developed at this meeting and entered into the record.

This meeting will be the responsibility of the department in which the grievance situation arose. Coordination at the second step with labor relations is highly recommended.

The following steps should be followed when a grievance is filed at the second step:

A. The departmental General Manager/Director who receives the Form 3G3R should contact the Company spokesman, noted on the form, and verify the date of the informal meeting and the date the grievance situation occurred. If the 3G3R has been filed with the General Manager/Director within 60 days of the grievance situation and within 14 days of the informal meeting, the General Manager/Director should request that the Company spokesman at the informal level forward a copy of the information discussed above in the section concerning the informal level meeting. A formal grievance should be filed or initiated by presenting Form 3G3R. The date the grievance is filed (3G3R) is the date postmarked on the envelope or the date received if hand delivered.

The General Manager/Director should acknowledge receipt of the 3G3R and if filed within the time limits, advise that he/she will notify the Union as soon as possible when the meeting will take place and who will represent the Company on the grievance panel.

B. After receipt of the report of the informal step meeting, the General Manager/Director should ensure that any necessary supplemental investigation has been conducted. This investigation should answer any questions to correctly portray the circumstances of the grievance and clear up any questionable matter. The appropriate Manager-Labor Relations may assist with this investigation.
In all promotion grievances the Director - HR or his/her designated representative in charge of Selections will be a party to the investigation and will be spokesman for the Company at the second (2nd) step meeting.

In any event, the departmental General Manager/Director should advise the appropriate union official, as designated on the 3G3R, the names of the management panel members who will represent the Company and should arrange for an agreeable meeting date. The panel process should be used for all grievances other than those involving true intent and discharge cases or where the General Manager/Director and Local Union President agree to handle otherwise.

C. Conducting the panel meeting.

1. The Union must present the grievance, in writing on Form 3G3A, to the Company at the second step meeting.

2. The panel chairperson(s) would introduce panelists (if they don’t all know each other) and ask the presenters to introduce themselves and the grievant. The chairperson(s) should explain why the panel is meeting.

3. As in mediation and arbitration, if it's a discipline case, the Company opens. If anything else, such as working conditions, including selection cases, the Union opens.

4. Each side is allowed to present their case without interruption. (If either side has rebuttal comments to make, they should hold them until the presentations are complete.) Both sides should make their presentation before any questions or comments are made by the panel. There are two reasons we don’t want to interrupt the presenters: 1) They will be nervous enough and we don’t want to confuse their train of thought. 2) If a panelist starts asking questions of the first person to make a presentation and points out weaknesses in their presentation, it would give the second presenter an unfair advantage since he would have an idea what the panelist was thinking and could slant his presentation in that direction. So, each side should be allowed to make their presentation without interruption.

5. Panel members may then ask open-ended, pertinent questions. Panelists should remember that they are there as a part of a fact-finding body -- not as the advocate for either the company or the employee. They must try not to make the presenter’s case for them -- even though that will be very tempting. The panel needs to be sure it is dealing with factual information -- not assumptions nor hearsay. If it’s obvious that data (documentation) is
missing, the panel should recess the meeting and send presenters back to get that data.

(The panel may need to ask presenters to take a break while they go through the information presented in order to be sure they understand the information before asking questions, also.)

6. Once the panel has completed questioning, they would excuse the presenters to go to another room while the panel discusses the grievance. If questions come up during discussions, the panel should call presenters back into the room to provide answers. Both sides should be brought back in -- never ask questions of one side without the other present. The presenters and grievant should stay close by in case the panel needs to ask additional questions and so the panel can give them their resolution once that point is reached.

7. There are three options available to a panel in handling a grievance: accept, reject or appeal.

a. The panel is expected to make a consensus decision if at all possible. Consensus means each member can live with the decision, they think it is fair and can support the decision once they leave the room. (It doesn’t mean majority rules.) In deciding what action to take to resolve the grievance, the panel should remember that they have full latitude to do anything they want as long as it’s not unethical, illegal or in violation of the contract. There is a tendency to think that issues are either black or white, and while that is true for some issues, there are a lot that could be resolved by looking at the shades of gray.

All kinds of things are possible in order to come out with a win/win resolution.

The decision made by a panel is binding -- just as it is today. If a Company and CWA representative sign off on a settlement today, it is a “done deal”. It does not matter if the department or the grievant doesn’t like the settlement. Once it’s signed off on, the grievance is finished in our grievance process -- whether we are using the old process or the panel. A grievance which has been settled by the Union and Company representatives cannot be appealed further by the grievant in our grievance process.

Although this decision is binding, it is not precedent-setting -- nor is any other grievance settlement at a step below the 4th step. It is only the settlement of a grievance. It does not change company policy or
direct how similar situations will be handled in the future. It only settles that particular grievance.

d. The second option for the panel is to reject a grievance -- just as is done today. If the union sides of a panel says that they don't agree with the action taken by the Company but choose not to pursue the issue at that time, the grievance would be rejected. That would be handled just as it is today with the chairpersons signing off on the 3G3A to indicate the grievance has been rejected. That decision also cannot be appealed by the grievant through our grievance process.

c. The third option, of course, is to appeal the grievance. There are legitimate reasons why a panel might not come to consensus.

If consensus can't be reached, the grievance would be appealed to the 3rd Step -- just as it is today. The panel members would sign off on the 3G3A and show it as appealed. When a grievance is appealed, two members of the panel (one Company and one CWA) must stay after the panel meeting that day (or the very next day) and write up a joint brief.

8. When the panel has completed discussion, it should call the presenters and grievant back in and give them its decision and the rationale behind it. The panel co-chairs would sign off on the 3G3A and the grievance is finished -- unless the panel has decided to appeal the grievance. If a panel reaches a settlement or decides to reject a grievance, neither the Company presenter nor the Union presenter or grievant can reject their decision.

9. The grievant is allowed to be present if he desires but we may not require his attendance.

D. Submission and distribution of final answer and second step grievance brief.

1. If appealed to the third step, the Company representative will forward a grievance file containing the 3G3A and associated joint brief to Labor Relations.

2. The grievance file should contain all pertinent information just as if arbitration were requested on such grievance. In some instances, this may require further investigation by Labor Relations. In most cases, telephone inquiries are sufficient, but in some cases a personal investigation conducted by the Labor Relations staff may be necessary. These investigations are best conducted before the next level grievance meeting, but may be needed at any time prior to the case being scheduled for
Third Step (State Level - Initial Executive Level)

Grievances not settled at the second step may be appealed to the third step for final treatment in the Area before submission to fourth step (Executive - Company Headquarters Final Review) for final treatment before arbitration. The Director - HR and the Union's designated representative will meet at this step within 30 days after the Union has requested a conference on such grievance. In the event the Director - HR is unable to meet within that time limit, the Company and Union may agree to extend the time frame, normally not beyond 60 days, for the meeting, or the Company may designate a substitute for the Director - HR, or both.

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.

If the grievance is not disposed of otherwise, the Director - HR and the Union Representative will indicate their respective positions on Lines 16 and 17 of the Form 3G3A.

The Company representatives will inform the Union in writing of the Company’s position (entered on Line 16 of the 3G3A). Two copies of the Form 3G3A are to be provided to the Union within 7 days from the date of the meeting (or last adjourned meeting). Within 14 days (90 days if discipline case) from the date the Union is advised of the Company's proposed disposition, the Union will advise the management representative with whom the Union discussed the grievance whether the proposed disposition is accepted, rejected or appealed.

Such written Company positions will include the issue(s) in question, and any action taken. It should be a brief description of the details surrounding the case.

Grievances adjusted at the third step will be final and binding and will not be used as a precedent by either party. If either notifies the other within 14 days from the date the settlement was executed that a "true intent and meaning" question exists, this adjustment may be subject to fourth step approval.

Neither discipline nor benefit related grievances are appealed beyond the third step in the grievance procedure. If discipline related grievances are not satisfactorily adjusted at the third step, they may be subject to Article 23 arbitration procedures; however, benefit related grievances are not subject to arbitration.
Fourth Step (Executive Level)

A. Before submitting files to the Executive level, a summary should be prepared by the Director - HR meeting at the last grievance step.

This summary should contain the following:

1. A brief statement of the facts in the case.
2. A comprehensive listing of the strengths and weaknesses.
3. A discussion of how the Company should proceed in arbitration in proving its case.
4. A discussion of how the Union will probably proceed in arbitration in proving its case.

B. Grievance File

1. Two copies of the grievance file approved for arbitration at the 3rd step should be submitted to the Headquarters Labor Relations group. One copy will be kept in the Headquarters office and one will be forwarded to the Legal department.

Only one copy of the grievance file is needed for those grievances appealed to the Executive Level. This file should be prepared and mailed as soon as notification of the appeal is received from the Union. This will help insure that the Company is able to stay within the 30-day time limit.

2. Files should be placed in standard manila folders with a 1/3 cut tab and bound with an 8 1/2" fastener on the side. Please do not bind the files using a top fastener. Using these top fasteners has resulted in several instances of the Company's Third Level Position statement, which appears on the back of the 3G3A, being "punched" out.

3. The files should be labeled using colored tabs as described in ‘4’ below and identified as shown in the following manner.

<table>
<thead>
<tr>
<th>Grievant's Surname, First Name</th>
<th>Union Grievance Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grievance Location (City, State)</td>
<td>Department</td>
</tr>
<tr>
<td>Article Number</td>
<td>Brief Description of Issue</td>
</tr>
</tbody>
</table>
4. Each Area Labor Office should use the tab color as designated below.

<table>
<thead>
<tr>
<th>State</th>
<th>Color</th>
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<tbody>
<tr>
<td>Alabama</td>
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<tr>
<td>Georgia</td>
<td>green</td>
</tr>
<tr>
<td>Kentucky</td>
<td>purple</td>
</tr>
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<td>Louisiana</td>
<td>black</td>
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<tr>
<td>Mississippi</td>
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<tr>
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<td>red</td>
</tr>
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<td>South Carolina</td>
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<td>South Florida</td>
<td>red</td>
</tr>
<tr>
<td>Southeast Florida</td>
<td>red</td>
</tr>
<tr>
<td>Tennessee</td>
<td>brown</td>
</tr>
</tbody>
</table>
TRUE INTENT AND MEANING - (21.01C6)

1. Grievances settled at the first and second steps are final and binding with respect to the particular people and circumstances involved and do not require approval at the third step except in those cases where a "true intent and meaning" question exists. These cases will not be used as precedent by either the Company or the Union.

Obviously, settlements should not be in conflict with the Agreement and they should be fair and equitable with respect to the employees involved so that other employees will not feel that the grieving employees are receiving preferential treatment.

2. In making settlements at the second step, the parties should realize that "true intent and meaning" questions may be raised by either party which could delay the proposed action until the dispute is resolved at the state or higher level. (Either party is free to raise the issue of "true intent and meaning" by notification in writing at the time of signing or during the 14 day period following the date of the settlement and would require third or fourth level approval of all such settlements.)

Note: If the Union appeals or rejects a proposed disposition and either or both parties have checked "true intent and meaning", such grievance is, nevertheless, handled in the normal manner. (True intent and meaning, as provided for on the Grievance Form has no effect on the normal handling of a grievance unless the grievance has been settled - see above).

Grievances involving “true intent and meaning” are not subject to the panel process at the second step. These grievances should be met on between the General Manager/President and Local Union President.

Question 1: If a "true intent and meaning" question is invoked after a grievance has been settled at the first or second step, how is the grievance handled?

Answer 1: If either party invokes the "true intent and meaning" provision, by notifying the other party in writing within the 14 day period following the
date of a settlement, such action is considered as an automatic appeal to the third or fourth step and should be attached to the corresponding grievance forms.

a. However, the parties at the third or fourth step can agree that "true intent and meaning" is not pertinent and direct that the initial settlement be considered as having been made without "true intent and meaning" being involved by signing an appropriate settlement at the third or fourth step. For example, "This grievance is to be considered as if it has been settled below the third step without precedent to the position of either party. No 'true intent and meaning' is involved."

b. If the "true intent and meaning" is considered as being pertinent by the parties at the third step, the grievance is to be treated in the normal manner for settlement, rejection or appeal to a higher level, as may be appropriate.

Question 2: What happens if the Union does not advise the Company that the proposed disposition has been accepted, rejected or appealed within 14 days from the date of the Company's decision?

Answer 2: If the Union does not reply in writing ("Accept", "Reject" or "Appeal") within the 14 day period, the Company's proposed disposition will be considered to have been rejected.
BELL SOUTH TELECOMMUNICATIONS
AGREEMENT INTERPRETATION #21-03-01

Agreement Reference: Article 21
Section 21.03

NUMBER OF UNION REPRESENTATIVES IN MEETINGS WITH MANAGEMENT

Question: When determining how many management representatives can attend a grievance meeting (without exceeding the number of Union Representatives), do you count the grievant as being a Union Representative?

Answer: No, the grievant should not be counted as a Union Representative.
GRIEVANCES INVOLVING THE FILLING OF VACANCIES

Condition A: A job vacancy notice is posted for a vacancy or a number of vacancies and the Union files a grievance on behalf of one or more of the unsuccessful requestors about selection or selections made.

Question 1: Under such conditions, how many grievances are involved, and how are they processed?

Answer 1: The number of requesting employees in whose behalf the grievance will be discussed at the initial step of presentation will not be limited; but, the number of grieved employees, in whose behalf the grievance is then processed or appealed, will not exceed the number of selections made.

The Company will make available to the Union at the initial step of presentation: test papers, appraisal sheets, and any other pertinent records for all employees selected and for all unsuccessful requestors (upon the showing of proper authorizations from unsuccessful requestors.). It is contemplated that these records will be furnished at the initial step of presentation for review by the Union.

After the Union has reviewed such information, it will designate in advance of the next higher level meeting the employee in whose behalf it desires to appeal the grievance and the employees that it contends were erroneously selected at the initial leave.

Under no conditions should a grievance be processed on behalf of more employees than were selected under the particular job vacancy notice.
PARTNERSHIP JOB BANK

(24.05D3)

Condition: Temporary work is available for some Job Bank participants. The Company looks first at those whose exchange of reporting is within 35 miles of the temporary assignment.

Question 1: Since Job Bank participants no longer report to work every day, how is the exchange of reporting determined?

Answer 1: The location the Bank participant reported to when treated under 7.01C is used to determine place of reporting and headquarters exchange for record purposes.

Question 2: Is the Company required to assign to temporary work a Job Bank participant who has moved into an area and who is available for work there, but who, due to exchange of reporting, would draw per diems or other travel expense under 24.05D3b?

Answer 2: No. The intent of giving preference for temporary work to those whose exchange of reporting is within 35 miles of the work assignment is to minimize payment of travel expense as well as to provide attractive opportunities for Bank participants.

(24.05D4)

Condition: A regular full-time employee to be laid off at BST chooses to participate in the Job Bank. Section 24.05D4 allows Job Bank participants 10 transfer requests for intra- or inter-company, with priority consideration being given for equal or lower level vacancies within BST in the participant’s home state.
Question 1: May the employee use one or more of the 10 requests for higher rated vacancies?

Answer 1: Yes. Any or all of the 10 requests may be for higher rated jobs. However, instead of priority consideration, consideration will be given under Article 12.

PARTICIPANTS FROM OTHER ENTITIES

Question 1: Do participants in the Job Bank from other entities such as BAPCO have priority rights to be considered along with BellSouth Telecommunications employees and Job Bank participants for BST vacancies?

Answer 1: No, BAPCO Job Bank participants, for example, only have priority rights in BAPCO.

Question 2: Should BST give BAPCO employees in the Job Bank consideration for a vacancy when there are no employees in BST with priority rights to the vacancy?

Answer 2: Yes, Job Bank participants from other entities who cannot be placed in the company from which they are being laid off should be considered for such vacancies in BST. Even though the filling of vacancies across entity lines is not subject to the grievance and arbitration procedures, all represented companies should make a good faith effort to place Job Bank participants from other entities when the company with the vacancy has no employees or Job Bank participants with priority rights to the vacancy. (See Section 7.01M.)
UNION-COMPANY RELATIONSHIP

General Comments:

The Company and the Union recognize that 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.

Company representatives, and especially the first level 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 the Union, it is the intent of both organizations to deal with one another at all levels in a sincere, honest and business-like manner. This effort by both parties should insure a better feeling for the needs of the employees.

In the event there are allegations that the spirit and intent of Article 28 are being violated, such allegations shall be investigated and discussed by and between the Area or State CWA Representative and the appropriate Director - Labor Relations.
CALL SAMPLING:

Question 1: Do the new call sampling procedures restrict the company from using relief supervisors and/or acting management from observing on “process call sampling”?

Answer 1: The intent is to use trained managers when possible for process call sampling and in all instances of individual call sampling.

Employees holding an acting title can observe but relieving supervisors may not.

Question 2: Is there any violation serious enough to override the agreement to not discipline an employee for a first offense under call sampling?

Answer 2: No differentiation was made among violations. The commitment was no discipline on first offense. The “free pass” applies only to process call sampling and does not preclude feedback (on gross customer abuse, fraud, etc.), only formal discipline.

Question 3: How do the provisions of the new agreement on call sampling affect “test calls”?

Answer 3: Test calls are not made in lieu of process call sampling or individual call sampling, or for any employee-specific or punitive purpose.

Example of appropriate use of test calls: Customer complains that Directory Assistance is giving out an incorrect number for his listing. BST management makes several test calls and asks for that listing in order to diagnose the source of the problem. Appropriate steps are then taken to rectify the root cause of the problem - system modifications, additional
training, etc. Certainly, employees are always responsible and accountable for their performance on test calls just as they are on "live" calls.

Question 4: An employee who has discipline in his/her record for gross customer abuse is observed exhibiting the same conduct during process call sampling. It is the first time this conduct has been observed under the new observing agreement. Is discipline permissible?

Answer 4: No.

Question 5: Same situation as described in Question 4. Employee gets “free pass”. Within 18 months he/she is again observed engaging in gross customer abuse. Is he/she subject to discipline?

Answer 5: Yes.

Question 6: Does the call sampling agreement prohibit progressing to a further step of discipline beyond that which currently exists in the record for the situation in Question 4 above?

Answer 6: No. The agreement does not prohibit the progressive discipline. The decision regarding the appropriate discipline step would be made based on the circumstances of the individual case (e.g. how long since previous discipline, seriousness of violation, etc.).

Question 7: When not engaged in process call sampling or individual call sampling, but while pursuing other duties in the call center, a supervisor observes an employee mishandling a customer (gross customer abuse, etc.); or, the supervisor receives a complaint from a customer regarding an employee's handling of a contact. Upon further investigation, it is determined that the facts would warrant disciplinary action.

Is Appendix C, Part XVII intended to prohibit discipline in this situation?

Answer 7: No.
BELLSOUTH TELECOMMUNICATIONS
AGREEMENT INTERPRETATION

Agreement Reference: Appendix C
Part XVIII

OVERTIME FOR CALL CENTERS:

Question 1: In call centers, is expressing a preference for more than 2 consecutive 6-day weeks a commitment by the employee to accept 6-day schedule assignment for more than 2 weeks?

Answer 1: Yes, however, we will entertain schedule change requests under 3.02G. Moreover, employees in call centers may change their preferences weekly.

Question 2: Is the Small Business BRC and Complex BRC (managed by BBS) subject to the Call Center overtime procedures in Appendix C, Part XVIII?

Answer 2: Yes.

Question 3: At 10 a.m. it is determined that overtime will be needed from 5 p.m. to 7 p.m. in the Business Office. Under the Call Center overtime agreement, we will seek volunteers for connecting assignment. If we do not obtain a sufficient number of volunteers to meet our needs, what do we do next?

Answer 3: A) First, solicit call-out volunteers.
B) Next, assign (force) connecting overtime.
C) Finally, assign (force) call-out.
Question 4: An unanticipated need for overtime arises with no advance notice. If we cannot obtain enough volunteers to work connecting overtime, must we still call out (volunteers) before we assign (force) connecting overtime?

Answer 4: If there is not enough time to canvass for callouts to meet the immediate need, we could force connecting overtime. However, if the need is expected to exist for several hours, there may be time to get volunteers on a call out basis for the latter part of the assignment, thus minimizing the forced overtime.

Question 5: Early in the day we determine that there is a need for overtime at the end of the day for approximately one hour. We are unable to obtain enough volunteers for connecting overtime. Do we have to call (volunteers) even though we anticipate the duration of the assignment may be less than the minimum call out increment of pay?

Answer 5: Yes. We should attempt to staff with volunteers; however, when offering the call out we should be clear that the assignment will last for at least the minimum period for which the employee will be paid (e.g. 2 hours). We will work called out employees the entire period, including “off line” (closed key, training, etc.) activity as necessary. NOTE: Managers certainly have the option of working called out employees for less than the minimum, and there may be situations where it is appropriate. Nevertheless, it would be the exception rather than the rule.

General Comments:

In all instances when assigning overtime in call centers, the commitment the Company has made is to exhaust all reasonable avenues to obtain volunteers before forcing overtime. The Company shall endeavor to make a good faith effort to meet overtime needs with volunteers.
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<th>A.I. NUMBER</th>
<th>DATE</th>
<th>SUBJECT</th>
<th>RELATED ARTICLES</th>
<th>SHEETS</th>
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