paid a local transportation allowance of $5.00 each for either or both the departing and terminating segments at his/her home location.

2. Additionally, upon presentation of properly receipted vouchers from a local commercial common carrier at the employee's destination, the employee will be reimbursed for the cost of necessary and reasonable local transportation incurred between the intercity common carrier terminal and the employee's place of lodging, or place of reporting as appropriate, for the beginning and ending segments of the intercity trip. As an alternative, the employee may elect to be paid a local transportation allowance of $5.00 each for either or both the terminating and departing segments at his/her destination.

B. When an employee declines to travel by Company designated intercity common carrier and elects to make his/her own transportation arrangements and he/she has principal responsibility (owned, borrowed, leased or rented) for the vehicle used for such travel, the Company will reimburse the employee at the maximum IRS rate per mile (to be assigned on the contract anniversary each year) based on distance calculations between locations as shown on the most recent official State Highway Department maps for intrastate travel or Rand McNally Atlas for interstate travel. This rate will go into effect as soon as possible after the increase becomes effective and no later than the beginning of the next calendar quarter of the year. In addition, when the Company designated common carrier is an airline, the employee will be paid an Optional Travel Allowance as indicated in the table below. If a round trip is involved, he/she will be paid one allowance for the trip to the distant city and one for the return.

Intercity Travel Distance (one way)	**Amount**
0 thru 50 miles	$0
greater than 50 thru 100 miles	$14.50
greater than 100 miles	$29.25

1. After having declined to travel by Company designated means as described in "A" above, should an employee subsequently elect to travel by intercity common carrier, upon presentation of properly receipted travel vouchers, the employee will be reimbursed for the cost of the intercity common carrier travel utilized up to an amount not in excess of the travel cost that would have been incurred had the employee traveled by Company designated intercity common carrier or subsequently designated Company transportation.
2. In addition, the Company's obligation, if any, under 9.02, 9.03 or 10.02 for employee arranged travel expenses and travel time will be the same as would have been incurred had the employee actually traveled by the means designated by the Company.

9.04 Special Commuting Allowance.

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

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

1. When an employee is needed to work, take training or attend a meeting in another exchange after his/her tour begins at his/her regular place of reporting, he/she may, with his/her supervisor's approval, use his/her personal vehicle in lieu of public or Company provided transportation and be paid the special allowance. In this event he/she will be paid for all scheduled and non-scheduled time required to travel to and from the distant exchange.

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

ARTICLE 10

TRAVEL TIME AND TRAVEL CONDITIONS

10.01 Place of Reporting.

A. The Company shall designate the place at which employees will be required to report for work.

1. An employee whose place of reporting is temporarily changed within his/her headquarters exchange will be paid a daily allowance of $5.50 provided that the temporary place of reporting lies beyond a radius of one mile from the regular place of reporting.
2. A temporary transfer to a single new place of reporting that will extend beyond 4 weeks shall be handled as a 10.01A move with differential payment.
3. When permanent changes in place of reporting are to be made to initially staff, in part or whole, a new work group (as distinguished from relocating an existing work group), the following procedure will apply. The Company will

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

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

a. When initially staffing a new work group at an existing location, a notice will be adequately posted at that place of reporting. Requests will be limited to those received within 7 days from employees in the group(s) from which the assignment will be made. Such requests may be granted at the discretion of the Company.

4. If under the provision of 10.01A, the Company designates a permanent change in the place of reporting (other than the type described in "3" above) of an employee, such employee will be allowed to exercise his/her seniority to remain at his/her present location, needs of the business permitting, provided a junior qualified employee is available in his/her work group to fill the vacancy.

5. Employees holding a title in a department shall be allowed to submit requests to their Director for a permanent change in work assignment in the same place of reporting. These requests should include the employee's name and social security number. These requests shall be considered, in the order of seniority, provided that the movement meets the needs of the business, provided that the employee's services can be profitably utilized in the assignment and further provided that the employee has been at his present location,

assignment and in his/her present job title for at least 15 months. The elapsing of the 15 month period will not be affected by a change in place of reporting or a change in permanent assignment in the same place of reporting at the instance of the Company.

10.02 Change in Place of Reporting.

A. When an exchange has more than one place of reporting for work groups doing similar types of work, consideration shall be given, in the order of seniority, to the written request of an employee for reporting to a work group or work unit at another location within the exchange (same or different department), or being reassigned to another work group, work unit at the same place of reporting. Employees may request the same or a different type of work in the same or a different department. Such requests will be considered, needs of the business permitting, provided the employee's services may be profitably utilized in such location, assignment, and further provided that the employee has been at his/her present location, assignment, and in his/her present job title for at least 15 months. The elapsing of the 15 month period will not be affected by a change in place of reporting at the instance of the Company. Requests of this type shall be submitted using the form provided by the Company to the person stipulated by the Company and shall include the Social Security Number, name of the employee, present title and exchange, the requested work location, work group and present supervisor's name and telephone number. The request must be received 7 days prior to the date the job vacancy is filled. Employees may have up to 10 requests on file. These may be Article 10 requests, Article 12 requests, or any combination of the two.

10.03 Time Considered Worked.

A. When an employee spends at least one night away from his/her headquarters, travel time in excess of his/her normal tour shall be considered as time worked.

An employee required to travel on a non-scheduled day shall be considered as working on such day for the number of traveling hours up to the length of a normal tour.

B. Time spent by an employee, at the direction of the Company, in traveling before or after the hours of his/her scheduled or assigned tour, which may be described as "all in a day's work", shall be considered as work time.

C. An employee required by the Company to travel on a day on which he/she was not scheduled shall be considered as working on such day for the number of traveling hours up to the length of a normal tour.

Insofar as it is practicable the Company will not require employees to travel on Sundays and holidays.

10.04 Pay Basis for Travel Time.

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

ARTICLE 11
SUSPENSIONS, DISCHARGES AND DEMOTIONS

11.01 Limitations.

A. In the event an employee is suspended or discharged, a charge that the suspension or discharge was without just cause shall be handled in accordance with the following:

1. If the employee has 6 months or less of seniority, a charge that the discharge was without just cause shall be subject to the full grievance procedure set forth in Article 21, but shall not be subject to arbitration.

2. If the employee has more than 6 months of seniority, a charge that the discharge was without just cause shall be subject to the full grievance and arbitration procedures set forth in Articles 21 and 23.

3. If the employee has been suspended, a charge that the suspension was without just cause shall be subject to the full grievance and arbitration procedures set forth in Articles 21 and 23.

B. In the event an employee is demoted, a charge that the demotion was without just cause shall be handled in accordance with the following:

1. If the employee has less than 3 months service in the job from which he/she was demoted at the time of the demotion, the matter shall be subject to the grievance procedure set forth in Article 21, but shall not be subject to arbitration.

2. If the employee has 3 months or more of service in the job from which he/she was demoted, the matter shall be subject to the full grievance and arbitration procedures set forth in Articles 21 and 23.

11.02 Reinstatement.

A. In the processing of grievances or arbitration, unless the parties at the Executive Level mutually agree to the contrary with respect to the particular grievance or arbitration case, the following will apply: If as a result of such grievance or arbitration procedure it is determined that the employee was discharged, suspended or demoted without just cause, the Company agrees to reinstate the employee and to reimburse him/her according to the following:

1. In a discharge case, the employee will receive his/her regular pay for the time lost less the amount of any termination pay received from the Company and unemployment compensation received or receivable; and the employee will receive an additional 7% of the remaining amount.

2. In a suspension case, the employee will receive his/her regular pay for the time lost.

3. In a demotion case, the employee will be made whole for the difference, if any, between his/her rate on the job from which he/she was demoted and his/her rate on the job to which he/she was demoted for each day he/she remains on the lower-rated job.

B. An employee reinstated as the result of an arbitration case will also be entitled to the following:

1. If the employee has paid medical insurance premiums under the BellSouth COBRA plan, he/she will be reimbursed for these premiums for any period covered by backpay, up to the 18 month COBRA limitation.
2. The employee will receive a TIA or other lump sum amount calculated to include the time off the payroll. Such amount will be calculated at the standard award percentage of the employee's basic weekly wage rate (at the time of reinstatement) times 52.2.
3. Provided an employee was enrolled in the savings plan prior to termination and contributes his/her share to the plan upon reinstatement, the Company will pay the appropriate matching funds and interest. Interest will be based on a composite of all funds for the period the employee was off the payroll.

ARTICLE 12

PROMOTIONS, TRANSFERS AND JOB VACANCIES

12.01 Advertising Anticipated Job Vacancies.

A. Job vacancies within the bargaining unit of BellSouth Corporation-HQ will be adequately advised via the transfer and selection system.

1. The following jobs are considered entrance level.

- Office Assistant
- Office Clerical Assistant

a. Before filling the above jobs by the hiring of new employees, the Company will give consideration to employees who have valid requests on file for these jobs. Except as otherwise provided for in "c" below, decisions in the filling of any jobs listed in "1" above are subject to the grievance procedure but not arbitration.

b. The transfer or reclassification of an employee from one entrance job to another, or from a non-entrance job to an

entrance job, with a higher top basic rate may be handled under 12.01B or 12.04 even though such a move would be a promotion for the employee involved.

c. In the selection of an employee for transfer from one entrance job to another, or from a non-entrance job to an entrance job, with higher top basic rate, the principle of 12.02C shall be observed if one or more employees have requested such transfer under 12.01B.

2. Vacancies will be advertised via the transfer and selection system for seven calendar days and will include as much specific information as is available (work location, hours, any special requirements, etc.).

3. Nothing in this agreement is to be construed as prohibiting the Company from filling vacancies in excess of the number advertised as needs of the business dictate. The company is not required to fill advertised vacancies.

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

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

   The system will acknowledge the receipt of all requests electronically submitted by the employee.

   a. Should the Company choose to select an employee whose request was not on file before the close of the job ad, any other employee whose request was not in the transfer and selection system may grieve such selection.

   b. The provisions of 12.01B and 12.02A notwithstanding, former regular employees returning to service with the

Company from any other companies listed in 12.0B1 in temporary positions may submit requests and receive consideration for placement after a minimum period of 3 months in the temporary assignment.

1) A temporary employee who has not been a former employee of any of the above companies may submit requests and receive consideration for placement after a minimum period of 3 months in the temporary assignment. However, such requests will only be considered for equal or lower level jobs prior to the hiring of a new employee to fill a vacancy.

2. Requests shall be submitted to the transfer and selection system. Employees may also use the resume feature to submit information on their experience, training and other qualifications. Requests may be either "specific" (in response to a specific job ad) or "future" (ongoing, not in response to a specific job ad). ***Employees may submit an unlimited number of specific intra- or inter-entity requests.*** Article 10 requests and Article 12 future requests, which include requests between entities, will be limited to a combined maximum of 10 active requests per employee. A specific request is only valid until the advertised job is filled, after which it is purged from the system. A future request will expire at the end of the quarter in which 12 months is attained unless renewed or canceled sooner by the employee or as specified in 12.02A6.

3. The Company is not required to consider a request for movement unless the employee has met a time-in-title and/or location requirement of 15 months for all wage scales. A 24-month time-in-company requirement is applicable for transfers to another Company.

4. Employees may cancel, add, or renew a request at any time.

5. Time criteria as described in 12.01B3 will be considered as time met if time criteria is satisfied no later than the sixth Sunday following the date the employee is notified.

12.02 Filling Job Vacancies.

A. Vacancies shall be filled by return of regular employees from leave of absence, promoting qualified regular employees, transferring qualified regular employees, demoting regular employees within or from one step outside of the bargaining unit, transfers from other states within the Company, as defined in 12.01B1, of regular employees for whom the job would not be a promotion, re-employment of regular employees laid off under Article 7, provided such employees are as well qualified to fill the job vacancies as persons or other employees available from other sources and provided further that business needs will permit the release of the requesting employees from their present assignments. (Not applicable in cases of promotion.) No individual employee will be held from transfer due to service requirements longer than 9 months.

1. In filling job vacancies as described in "A" above, the Company shall consider non-promotional movements along with other requests.
2. Transfers to Higher-Rated Wage Scales. When an employee is involved in an interdepartmental transfer, or reclassification within his/her department, to a higher-rated job, the matter shall be considered and treated as a promotion, in accordance with Article 12.
3. The Company is not required to consider a request for promotion from an employee on leave of absence. However, if an employee on leave of absence is selected for promotion, all other employees who are on leave who have valid requests on file must be considered under the appropriate provisions of 12.01.
4. Nothing in this Agreement is to be construed as prohibiting the Company from giving consideration in filling job vacancies to employees who do not have requests on file under the provisions of 12.01.
5. Requestors with deficiencies that may affect their chances for being selected will be informed as to the deficiency.

(Deficiencies will include, but are not limited to, failure to satisfactorily complete required tests, failure to meet time-in-title, time-in-location, and/or time-in-Company requirements.)

6. When an employee is notified that he/she has been selected to fill a vacancy, all other requests on file in his/her behalf shall be considered as withdrawn unless the employee notifies the Company within 2 business days after selection that he/she wishes to reject the offered vacancy.

7. When an employee is selected to fill a job vacancy, the employee shall be released from his/her present assignment as soon as practicable but in any event no later than the sixth Sunday following the date the employee is notified.

8. If an employee rejects a requested move, he/she will not be entitled to replace the rejected request for a period of 12 months from the date of rejection. An employee who has rejected a requested move shall not be eligible to request the rejected title for 12 months from his/her date of such rejection.

9. When an employee is selected under 12.02A to fill a job, any transfer and moving expenses will be borne by the employee. The employee will suffer no loss of regular pay for reasonable time off to arrange for the moving of household furnishings and to make the trip to the new location.

10. Notification of selection activity will be available monthly. A copy of that report will be provided electronically via e-mail to designated CWA Staff Representatives and the appropriate Union President. This information will include the names and seniority dates of persons selected.

11. Decisions in the filling of vacancies across entity lines are subject to the grievance procedure but not arbitration. However, grievances must be filed in writing at the 2nd Level on behalf of an employee, subject to the exception of 12.01B1, who had a valid request on file 7 days prior to the date of selection, against a specifically identified selectee(s)

within 60 days after the notification covered in "10" above. Such grievances will be processed in accordance with Article 21.

12. When an employee has an active grievance on one or more selections, he/she may continue to grieve on only one of the pending grievances for a job which is higher than one he/she subsequently accepted.

13. An employee from one step outside the bargaining unit reassigned to the bargaining unit under Article 7 or Article 12 at his/her request will lose his/her seniority for the provisions of Article 7 for the first 12 months following such assignment.

B. In considering for job vacancies the transfer of employees within an entity ***or between entities***, the return of employees from leave of absence, the re-employment of laid-off employees, the demotion of employees within or from one step outside the bargaining unit, or the reclassification of part-time employees to full-time employees, the Company shall give consideration to seniority, qualifications, business needs, the reason the employee desires the job vacancy, and, if the employee is returning from a leave of absence or a layoff whether he/she has experienced any impairment during the leave which would render him/her unqualified to do the work, or whether he/she has been guilty of misconduct during the leave or layoff which would have been proper cause for discharge.

C. In the selection of employees within ***an entity or between entities*** for promotions, seniority shall govern if other necessary qualifications of the individuals are substantially equal.

D. No employee shall be denied promotion, transfer or downgrade solely because he/she has not had the opportunity to complete Company sponsored training classes related to his/her present job or Company sponsored training classes related to the job that is to be filled.

E. Except as described in E1 and E2 below, the Company may, regardless of other provisions of this section, disqualify an employee from further consideration upon determining that the employee does not meet reasonable threshold requirements for the job to be filled. "Reasonable threshold requirements" shall be construed to be the attainment of recommended minimum test scores on applicable standard BellSouth tests, or their successor tests, or other appropriate tests (e.g., a typing test for a typing job). The Union may challenge through the grievance and arbitration procedure whether the use of a particular test or tests as a threshold requirement for a particular vacancy is reasonable. Such challenges will be filed initially at the Executive Level. The Union may also challenge the Company's decision to disqualify an employee from further consideration (as it relates to threshold requirements) through the grievance procedure, but not through arbitration.

1. If the attainment of a minimum test score is established by the Company as a prerequisite for receiving Company-sponsored formal training associated with a new job title which is to substantially replace one or more existing titles, the incumbents in the existing title(s) shall be given priority consideration over all other employees for staffing the new title. Such priority consideration will consist of the following:

   a. Incumbents who have already qualified on the test involved, or who are exempted from taking the test based on their experience and/or previous training, will be eligible for immediate transfer to the new title upon its implementation.

   b. Incumbents not meeting the description in "a" above shall as soon as practicable be offered the test, and, if they meet the required minimum score, will be considered concurrently with those employees described in "a" above.

   c. Incumbents not qualifying under "a" or "b" above because of not meeting minimum test score

requirements will be given an opportunity in seniority order to attend appropriate general skills training under the Training and Retraining Program.

d. Incumbents described in "a", "b", and those who complete the training in "c" above who are subsequently transferred to the new title will be sent to appropriate job-specific training as soon as practicable in seniority order.

e. Incumbents not desiring to be considered further for transfer to the new title under these procedures, and those described in "c" above for whom there are no staffing vacancies available due to all of them being previously filled by those described in "a", "b" and "c" above, may be treated as an "operational efficiency" surplus under the appropriate sections of the Agreement.

f. Vacancies in the new title which develop subsequent to completion of initial staffing will be handled under the other relevant provisions of Article 12 and/or 7.

2. Surplus employees desiring to continue their career (under Article 12 or PARTNERSHIP) in a different title and work discipline for which the Company has established the attainment of a minimum test score as a prerequisite for receiving Company-sponsored formal training shall be considered for filling a vacancy for the title as follows:

a. An employee who has already qualified on the test involved, or who is exempted from taking the test based on his/her experience and/or previous training, will be eligible for transfer to the new title.

b. An employee not meeting the description in "a" above shall as soon as practicable be offered the test, and, if he/she meets the required minimum score, will be eligible for transfer to the title.

c. An employee not qualifying under "a" or "b" above because of not meeting minimum test score requirements will be given an opportunity to be retested

following his/her completion of appropriate general skills training under the Training/Retraining Program. Usual Company-enforced time limits on retesting will be waived with respect to this second test. If the employee fails to pass the test on this second effort, he/she will be provided the assessment and counseling provisions of PARTNERSHIP.

F. An employee who is transferred or promoted under Article 12 to a new job and who cannot satisfactorily complete training or who cannot perform satisfactorily on the job during the 6 months following the completion of training shall be grouped with those employees (if any) under 7.01C for existing vacancies only in equal or lower level jobs for which they are qualified, except as described in F1 below. If no vacancy exists or the employee declines an offer of a job offered under 7.01C1, 2 and 3 which requires a change in residence, the employee shall receive termination allowance in accordance with 8.05C, ***will be eligible to enter the PARTNERSHIP Job Bank as described in Article 24.05D,*** and will have recall rights under 7.02 as if he/she had been laid off from his/her former job.

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

12.03 Promotional Increase Treatment.

When an employee within the bargaining unit is promoted to a higher-rated job within the bargaining unit, he/she shall receive at the time of promotion the applicable promotional wage treatment as set forth in 2.04.

12.04 Transfers at the Instance of the Company.

A. When the Company decides that a job is to be filled by transfer from one department to another, the job will be filled by the senior qualified employee in the title in the department from which the transfer is to be made who has requested the transfer under 12.01, business needs permitting.

1. If no such employee has requested the transfer under 12.01, preference shall be granted in order of seniority to employees who are willing to accept the transfer provided they meet the requirements of the job to be filled.

    a. Notice that a job is to be filled under (1) above shall be adequately posted at the place of reporting within the department holding the title from which the transfer will be made and shall be limited to employees who are willing to accept the transfer.

2. If no qualified employee within the department from which the transfer is to be made is willing to accept the transfer on a voluntary basis, the most junior qualified employee in the wage scale within that department will be transferred.

3. When the Company decides that a job would be filled by involuntarily transferring employees from one title to another, it will not affect the running of the time-in-title nor the time-in-location referred to in 12.01B3.

12.05 Temporary Transfers.

A. An employee is considered in a temporary transfer status when it is not practical for him/her to return to his/her home location at the end of a days work. Temporary transfer status must be approved by the supervisor.

B. The Company recognizes the undesirability, both from the standpoint of the transferring employees and the resident employees, of temporarily transferring employees to work away from their regular location or of receiving employees from other companies for extended periods, and shall neither make nor effectuate such transfers except to meet needs of the business.

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

C. Temporary transfers will be selected by seniority on a voluntary basis and if there are not volunteers they will be selected in the inverse order of seniority.

12.06 Appeal Rights.

The decision of the Company on any of the factors mentioned in 12.01, 12.02, 12.04 and 13.06 shall be subject to the grievance procedure set forth in Article 21. After exhaustion of the grievance procedure, a charge of bad faith or arbitrary action shall be subject to the arbitration procedure set forth in Article 23. If the arbitrator finds that the Company acted arbitrarily or in bad faith, the Company will promptly take the necessary steps to correct such action.

ARTICLE 13

APPLICATION OF SENIORITY

13.01 Extent and Limitations. (For definition of "Seniority", see Paragraph 1.19.)

In matters relating to assignment of hours and vacations, layoffs, rehiring after layoffs, voluntary transfers, involuntary transfers and promotions, seniority shall govern to the extent and with the limitations set out in 3.01B, 5.07A, Article 7, 10.02A, and Article 12 respectively. The provisions of 13.03, 13.04, and 13.05 shall likewise apply.

13.02 The application of the principle of seniority shall be on the following basis:

A. For assignment of tours, and vacations, the provisions of 1.27 notwithstanding, the work group will apply with the following exceptions:

1. The Company and the Union may agree at the Director or higher level to assign tours in some manner other than by work groups.

2. Employees in the same or different titles having the same or a different place of reporting, who work under the same immediate supervisor may be grouped together for vacation selection purposes provided vacation relief is to be obtained from such employees and such employees possess the skills to relieve each other without training.

3. Employees, who have a common title, a common place of reporting, a common second level supervisor (or higher level in the absence of a second level), and who perform the same type work shall be grouped together for choice of tours.

13.03 Choice of Tours.

Employees shall have the opportunity to exercise their Seniority in preference for choice of tours, not less frequently than every 13 weeks. Employees returning from leaves of absence, layoff, employees entering the work group, or coming in by transfer or

employees who have their seniority bridged (entitling them to additional seniority), shall be granted choice of tours in accordance with their seniority at the next revision of the schedule. If the basic schedule is changed in less than 13 weeks, employees shall be given the opportunity to exercise their seniority for preference of tours on the new schedule.

13.04 Employees Transferred.

With the limitations set forth in 13.03, employees transferred from any other BellSouth Company shall receive credit for their seniority. Seniority credit shall be in accordance with 1.19.

13.05 Effect on Posted Work Schedule.

It is not the intent of this Article or any provision in this Agreement to require the Company to revise a posted work schedule so as to assign an employee transferred into the work group the tours his/her seniority would otherwise entitle him/her. Similarly, it is not the intent to require a shift in a vacation schedule to accommodate a transferred employee, or any employee returning from a leave of absence.

13.06 Preference for Training.

A. When an employee is to be selected for training to equip him/her for some higher-rated work, the matter shall be treated and handled in the same general manner as in 12.02C.

1. "Training" includes the selection of employees from within a work group who are regularly scheduled to work part-time or to relieve in another job in accordance with 4.07B, and the principle of 12.02C shall be observed among all the members of the work groups who are grouped together for the purpose of overtime equalization and vacation selections at the same place of reporting.

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

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

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

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

2. Those incumbents in "1" above who fail to meet the required minimum test score will be advised of the areas in which they appear to be deficient and will be given the opportunity to receive appropriate general skills training under the Training/Retraining Program. If they complete such training they will then be considered as qualifying to the same degree as those in "1" above for taking the job specific training, subject to the provisions of "B" above.

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

ARTICLE 14

JURISDICTION OF WORK

14.01 Contract Work.

A. The Company will not, as a general policy, contract out work done by the titles contained in Appendix A, Part I if such contracting out will currently and directly cause layoffs or part-timing of employees. However, for various reasons, including but not limited to law, regulations, changing industry structure, economic conditions, and business considerations, it is not possible to make specific commitments on contracting out work elements of the business.

B. In making decisions regarding contracting out of work, it is management's objective to consider carefully the interests of customers, the concern of employees as to its effect on them, and all other considerations essential to the management of the business.

C. The Company shall notify the Union in advance of implementing major changes in the use of contract services.

14.02 Non-Performance of Craft Work by Supervisors.

The Company agrees that it will not as a general practice work supervisory employees, who are classed as "Executive" employees under the provisions of the Fair Labor Standards Act, as amended, on work ordinarily performed by non-supervisory employees, except for purposes of instruction or to meet emergency conditions. The parties recognize, however, that there are proper exceptions to this general practice, made in the interest of the service or economical operation, and in such cases nothing herein is intended to prohibit the Company from working such supervisory employees on non-supervisory work.

ARTICLE 15
JOB DESCRIPTIONS, TITLES AND CLASSIFICATIONS

15.01 Job Titles and Classifications.

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

A. The Company shall notify the Union in writing of such job title or classification and shall furnish a job description of the duties and the wage rates and schedules initially determined for such job titles and classifications. Such wage rates and schedules shall be designated as temporary. Following such notice to the Union at the Company bargaining level, the Company may proceed to staff such job title or classification.

B. The Union shall have the right, within 30 days from receipt of notice from the Company, to initiate negotiations concerning the initial wage rates or schedules established as temporary by the Company.

C. If negotiations are not so initiated or if agreement is reached between the parties within 60 days following receipt of notice from the Company concerning the wage rates and schedules, the temporary designation shall be removed from the job title or classification.

D. If negotiations are initiated and the parties are unable to reach agreement within 60 days following receipt of notice from the Company, the Union shall provide the Company in writing a statement of their position containing the wage rate they consider appropriate for the new or restructured job. The issue of an appropriate schedule of wage rates shall then be submitted to a neutral third party (NTP), to be selected as set forth below, for determination of the final schedule of wage rates.

E. It is expected that agreement on a job description be reached during the negotiation. If such agreement is not reached, a joint job description verification study will be undertaken to ensure that the work components assigned to the job by the Company are accurately described. If, following this verification study and any resulting modifications to the job description,

agreement still cannot be reached that the work components are accurately described, grievance and arbitration procedures may be initiated. Such grievances must be filed by the Union at the Executive Level within the 60 day period described in "D" above.

F. Once the parties agree the job has been accurately described or the matter has been resolved by arbitration, the Company and the Union will notify the NTP that he/she has been selected and arrange a meeting within the third or fourth week of the first 30 days at a place mutually agreeable with all parties. The NTP will also be informed that each of the parties will send their written rationale for the proposed wage rate of the disputed job to the NTP within 2 weeks. This will include a job description and other agreed upon information.

G. The Union and Company will meet within 2 weeks and exchange their rationale for their proposed rate. This will normally include comparisons of not more than 2 existing bargained-for jobs that each party feels will justify their position. They will jointly mail the required material to the NTP. This material will include: (1) an agreed upon job description of the disputed job, (2) the job descriptions of existing jobs (not more than 2) that each party feels justifies the rate of the disputed job, and the wage schedule that each party believes should apply, and (3) the parties may include information such as competitive market rates if they so desire.

H. At the meeting, each party may verbally present its position to the NTP. This meeting is for the purpose of providing the NTP with detailed information concerning the duties of the job, the skills required, the training necessary to perform the work and other related information. Similar information for the comparable jobs as detailed in "G" above may be provided so that the NTP can expeditiously render a fair and informed decision determining the wage rate for the disputed job. It is generally expected this informative meeting would be concluded in one day or less and be completed within 30 days of the NTP selection. Each party shall bear the expense of its representatives and witnesses at this meeting.

I. At the conclusion of this meeting, the NTP must notify the Union and Company if additional information or a job visit is required. The parties will coordinate the provision of additional information or a job visit. If the Union and Company representatives wish to accompany the NTP on the job visit or incumbent interview, they may do so. All of these arrangements must be made so that the decision can be reached within 60 days.

J. While it is not intended that such third party undertake a full and complete job evaluation study, he/she shall review the job titles and their respective wage schedules as submitted by the Company and the Union for comparison purposes. Also, if necessary the NTP may make an on-site inspection of the workplace and conduct a reasonable number of interviews of incumbents.

K. The decision should include a brief rationale for the wage schedule that was selected for the disputed job. The intent is that the NTP will select either the wage schedule submitted by the Company or the Union. In the event the NTP selects the wage schedule submitted by the Union, the new schedule shall be placed in effect retroactively to the date notification was given to the NTP as specified in "F" above, up to a maximum of 60 days. If the parties mutually agree to waive the time frames specified in Article 15, the period of retroactivity will be a negotiable item to be addressed in the final evaluation of the issue.

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

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

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

The procedures set forth in 15.01 above, shall be the exclusive means by which the Union may contest the schedule of wage rates

which the Company sets for any new or restructured job title or classification.

15.03 New Locations.

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

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

ARTICLE 16

HEALTH AND SAFETY

16.01 Grievance Procedure Regarding Safety.

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

ARTICLE 17

UNION FUNCTIONING

17.01 Promotions and Transfers of Union Officers.

A. The Company agrees that it will not promote or transfer any duly certified local Union representative without the consent of the appropriate CWA representative if such promotion or transfer affects his/her status as a representative of the Union.

B. The Company shall first discuss the proposed promotion or transfer with the employee and if the employee desires the promotion or transfer, then the Company shall give the appropriate CWA representative not less than 2 weeks written

notice of the proposed promotion or transfer and the appropriate CWA representative shall conclusively be presumed to have consented, unless within 2 weeks after receiving such written notification he/she advises the Company in writing that he/she does not consent.

C. This section does not apply to temporary transfers; however, elected local Union officers (not to exceed 5) who have local-wide jurisdiction in all departments shall not be transferred involuntarily. If a local has more than 5 officers with local-wide jurisdiction in all departments, the Union shall designate to the Company at the Executive Level the 5 titles covered by this provision.

17.02 Bulletin Boards.

A. The Union shall be permitted adequate space to place bulletin boards on Company property.

B. Union bulletin boards shall conform with those in use by the Company when in adjacent locations and when not in adjacent locations, they shall conform with the character of the quarters in which they are located.

C. The number, type and location of Union bulletin boards shall be satisfactory to the appropriate Director of the Company. The name of the Director shall be given, in writing, to the Local President and appropriate State Director of the Union.

D. All Union bulletin boards shall be plainly designated as Union bulletin boards.

E. Union bulletin boards shall be furnished, installed and maintained by the Union without cost to the Company.

F. Union bulletin boards shall be confined to use by the Union for such matters as announcements of Union meetings, social functions, nomination and election of Union officers, information bulletins containing only factual reports of the progress of results of Union-Management negotiations, and such other matters as may be considered as noncontroversial and not derogatory of the Company or its personnel.

17.03 Union Activity on Company Property.

A. Neither the Union nor its members shall carry on Union activities on Company time, nor shall such activities occur on Company premises except as set forth in the following:

1. Union members who are also employees may solicit members, distribute Union literature and carry on similar Union organization work outside of working periods in space where no Company operations or administrative work is being performed.

2. Any such solicitation and organization work shall be limited to small groups of employees (not to exceed 8) and shall not be carried on for any considerably continuous period and shall not interfere with the operations of the Company or the use of the space by other employees for the purposes for which the space is intended.

B. If a certified Union representative is a Company employee on leave, or is a former employee, he/she may exercise the rights to engage in Union activities on Company property outlined in "A" above. The Union agrees to save the Company harmless from any claims for accidental injury or loss occurring to such representatives or their property, while on Company premises.

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

1. The local Union President will arrange with the supervisor designated above to meet with newly-hired or transferred employees as part of the overall orientation process for the purpose of furnishing them with information about the Union. The meeting will be limited to a maximum of 30 minutes and may be coupled with a relief or lunch period. When appropriate for coverage of transferees, group meetings may be arranged. Time spent during the basic

scheduled work period for each employee will be paid as time worked.

2. In addition, the Company also agrees to introduce employees transferring into different work groups to the local Union Job Steward assigned to that area.

17.04 Union Activity on Customer Property.

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

17.05 Union Representation.

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

ARTICLE 18

RECORDS

18.01 Personnel Records.

A. All personnel records kept by the Company on an employee which may affect the conditions of such employee's employment shall be subject to his/her inspection. After such inspection he/she shall have the right to initial and date the record as acknowledgment of having inspected the record on that date.

Upon the development of a grievance condition where necessary to develop pertinent facts having to do with the presentation or resolving of such a grievance, the personnel record of any employee shall be subject to inspection by the Union upon such employee's written consent. Records not

available to an employee at his/her work location shall be made available upon reasonable notice to his/her supervisor that he/she would like to inspect his/her records. Employees' personnel records shall be made available within ten (10) working days of the request.

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

B. After a counseling entry has been on file for a period of six (6) months without any intervening disciplinary action pertaining to the same subject matter, it will be removed from the employee's personnel record. A warning entry will be removed after two (2) years and all remaining entries will be removed after a period of three (3) years subject to the preceding criteria. Any related data will also be removed with the entry from the personnel record and should not be taken into consideration in the future.

18.02 General Records.

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

ARTICLE 19
PENSIONS AND BENEFITS

19.01 Benefit Agreements, Plans and Programs.

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

BellSouth Anticipated Disability Leave of Absence Program
BellSouth Pension Plan

BellSouth Dental Assistance Plan
BellSouth Care of Newborn Children Leave of Absence Program
BellSouth Corporate Interest Leave of Absence Program
BellSouth Dependent Care Leave of Absence Program
Employee Stock Purchase Plan ***(Plan will be terminated effective January 1, 2005)***
Employee Mortgage Plan ***(Plan will be terminated effective January 1, 2005)***
Family Care Reimbursement Plan
BellSouth Group Life ***Plan***
Health: VEBA Trust
BellSouth Long Term Disability Plan ***for Non-Salaried Employees***
BellSouth Medical Assistance Plan
BellSouth Short Term Disability Plan
BellSouth Savings and Security Plan
Universal Plus (Group Universal Life Insurance Program)
BellSouth Vision Assistance Plan
BellSouth Sabbatical Leave of Absence Program for Non-Salaried Employees
BellSouth Transitional Leave of Absence Program for Non-Salaried Employees

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

19.02 Benefit Plan Eligibility For Part-Time Employees.

A. Employees who are hired on or after January 1, 1990, and who work as part-time employees shall, if otherwise eligible to participate under the terms of all benefit plans, be eligible for coverage under the BellSouth Employees' Medical Assistance Plan, BellSouth Employees' Dental Assistance Plan, and BellSouth Employees' Vision Assistance Plan. For the minimum weekly hours for full-time benefits, service credit and cost of coverage shall be prorated based on the number of hours worked as a percent of 37.5 hours.

B. Death Benefits shall be based on basic pay.

C. Regular part-time employees who are on the active payroll of the Company as of December 31, 1989, shall be eligible for medical, dental and vision coverage on the same basis as a regular full-time employee regardless of classification.

19.03 Change Limitation.

During the life of this Agreement, no change which will affect the employees within the bargaining unit may be made in the terms of the existing "Short Term Disability Plan" and the "BellSouth Pension Plan" except as follows:

A. No change which would reduce or diminish the benefits or privileges provided by the Plans may be made without the agreement of the Union.

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

19.04 Grievance Procedure Regarding Benefit Plans.

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

19.05 Employee-Benefits Administration Relationships.

In the administration of the Short Term Disability Plan (STDP), as well as all other Benefit Agreements, Plans and Programs, the parties recognize the absolute necessity for mutual respect and courtesy. All employees and/or their families having occasion to contact the Benefits Administration office in this regard are due the utmost respect, courtesy and prompt response to their needs. Likewise, Benefits Administration personnel in discharging their administrative responsibilities may reasonably expect similar

respect, courtesy, and reasonableness from those with whom they deal. Moreover, it is mutually agreed that employees absent on sickness or accident disability and Benefits Administration personnel have a mutual obligation to be available for communication. In fulfilling its responsibilities as described above, the Benefits Administration organization recognizes its responsibility for assuring that employees receive all benefits to which they are entitled, consistent with Plan provisions.

ARTICLE 20

UNION-MANAGEMENT CONFERENCES

20.01 Joint Conferences.

A. All meetings between representatives of the Union and representatives of the Company shall be held at the request of either party upon reasonable notice to the other party. The Company and the Union will give adequate notice in writing to each other of their respective duly authorized representatives and of the general nature of the matter to be discussed.

1. The Union and the Company agree to certify to each other the names of their respective officers and representatives who are authorized to represent the parties at each step of the grievance procedure.

2. All management employees at the Director level, except the Director having primary Labor Relations responsibilities are to be considered as being certified to the Union to represent the Company at the 2nd Level of the grievance procedure. (Also, 1st Level if the management representative is the aggrieved employee's immediate supervisor.)

   a. For promotion grievances, Selectors are considered as being certified for the level of initial presentation (1st or 2nd).

   b. Represented employees with "Acting" management titles are not to be considered as being certified.

3. The Director having primary Labor Relations responsibilities is to be considered as being certified to the Union to represent the Company at the 3rd Level of the grievance procedure.
4. Any exceptions to "1" and "2" above are to be covered by specific certifications from the Senior Human Resources Executive.

B. Counsel or advisors to the representatives of the Union or the Company may, at the will of either, attend any conference or meeting between the Union and the Company.

C. The Union or the Company may engage, jointly or separately, the services of a stenographer to take down a verbatim record of the discussions held.

20.02 Collective Bargaining Procedure.

A. Bargaining on wages, hours of employment, working conditions and other general conditions of employment shall be conducted at the Executive Level of Management by the duly authorized representatives of the Union and by the duly designated representatives of the Company at the Executive Level. The Union and the Company agree to notify each other of the names of their respective representatives who are authorized to represent the parties under this Section.

B. The Union and the Company hereby respectively assume all rights and obligations, subject to limitations therein expressed, of all valid and subsisting collective bargaining Agreements entered into by and between the Company and the Communications Workers of America.

ARTICLE 21

GRIEVANCE PROCEDURE

21.01 Grievance Levels.

In the processing of any grievance, the Company will furnish the Union all necessary and relevant data concerning the grievance as determined by the National Labor Relations Act. If the grievance is initiated at the local level, this information will be furnished to the Local President or authorized Union representative upon request.

The parties agree that in the handling and adjustment of grievances by the Union the following procedures shall be followed:

A. An employee or group of employees shall have the right to present to and adjust with the management any grievance as provided in Section 9(a) of the National Labor Relations Act, as amended, provided, however, that no adjustment shall be made with the employee or group of employees involved which is inconsistent with the terms of any collective bargaining agreement between the parties then in effect, and provided further that the Union has been given an opportunity to be present at such adjustment.

B. After an employee or employees have presented a grievance to the Union for settlement and a Union representative has informed the Company that the Union represents that employee, or employees, the Company will not discuss or adjust such grievance with said employee, or employees, unless the aggrieved employee, or employees, initiate a request that the Company discuss and adjust such grievance directly with him/her, or them, but in no event shall an adjustment be made unless a Union representative is afforded an opportunity to be present at such adjustment.

C. All grievances, other than those involving the true intent and meaning of this or any other agreement between the parties or adversely affecting the rights of other employees, shall be handled under the procedure set forth below. For each such grievance initiated by the Union under this Paragraph, the steps

in the procedure shall be those listed below except as provided in "C4" below, and 21.07 (Short Term Disability Plan).

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

2nd - Director/Formal Level

3rd - Executive Level (Company Headquarters Final Review)

Each such grievance must be presented as a formal grievance at the 2nd Level within 60 days from the date of the last occurrence on which the grievance is based by filing a written request for formal grievance meeting. This request must be filed with the Director Level within 14 days following the Informal Level meeting described in "C1" below.

1. Informal Level. Before formal grievances involving matters other than discharges and demotions are filed at the 2nd Level, there must have been a 1st Level (Informal Level) meeting or conference with the appropriate Union representative and the appropriate Company representative. It is generally agreed that the local steward along with the immediate supervisor would normally be the appropriate representatives. The Informal Level meeting may be waived by the consent of both parties in those instances where such a meeting would be unnecessary. When necessary, the Union may request the presence of a grievant, or grievants, if such are involved. This Informal Level meeting is intended to allow both sides to fully explore the incident, develop the facts, state their contentions, clear up any possible misunderstandings and attempt to informally resolve the dispute. No record will be made at this meeting or conference, no papers, forms or written answers are to be filed. (For pay treatment see 21.03 and 21.04.)

2. Director/Formal Level - At the Director Level meeting the grievance must be reduced to writing on the Record of Grievances Form adopted by the parties and presented to the

Company by the Union at the conclusion of the meeting(s). (For pay treatment see 21.03 and 21.04.)

a. Within 14 days from the date of the meeting (or the last adjourned meeting) the Management representative with whom the grievance was discussed shall inform the Union in writing on 4 copies of the Record of Grievance Form of his/her proposed position. If the parties agree on an adjustment, the adjustment will be stated as the proposed disposition on the Record of Grievance Form and both parties will sign 2 copies of the form and each retain one signed copy.

b. With respect to "2a" above, failure of the Management representative to submit a written decision within 14 days as described therein, effects an automatic appeal to the next higher Level.

c. Within 14 days from the date when the Union is advised on the Record of Grievance Forms of the proposed disposition by the Management representative, the Union shall advise the Company on a copy of the Record of Grievance Form whether the proposed disposition is accepted, rejected or appealed. Such advice should be directed to the Management representative with whom the Union discussed the grievance. If the grievance is appealed to the 3rd Level, the Union will promptly forward the grievance to the Union's designated representative. Grievances so appealed may nevertheless be dropped without a meeting and without prejudice to the Union's contentions regarding the merits of the grievance.

d. The Union's rejection of the proposed disposition by the Management representative at the 2nd Level shall close the grievance without prejudice to the Union's contentions regarding the merits of the grievance.

e. If the Union does not return a copy of the Record of Grievance Form indicating their decision within the 14

days specified in "2c" above, the Company's proposed disposition will be considered to have been appealed.

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

3. Executive Level - On grievances appealed to the 3rd Level the appropriate Company representative should meet with the Union within 30 days after the Union has requested a conference on such grievance. In the event the appropriate Company representative is unable to meet within that time period, the Company and Union may agree to a 14 day extension for the meeting.

   a. If a meeting is not held by the appropriate Company representative within the greater of 30 days of the Union's request for a conference or the extended time period due to the fault of the Company, the Company shall have defaulted on that grievance. Upon default by the Company, a remedy of the grievance shall be fashioned at the Bargaining Level of the Company. If a remedy cannot be agreed upon at this level, the appropriate remedy shall be determined by arbitration under 23.01.

   b. All appeals to the 3rd Level shall be based upon the record consisting of the Record of Grievance Form, Joint Minutes (if any) at the 2nd Level, and any oral or written statements, affidavits or exhibits that the parties at the 2nd Level incorporated into the record.

4. Grievances which involve the true intent and meaning of this or any other agreement between the parties or adversely affect the rights of any employee, or employees, if filed by the Union shall be initially presented at the 2nd or 3rd Level. Such grievances and those involving alleged violations of the Agreement by the Union, if filed by the Company, shall be filed by the 3rd Level of the Company with the District Office of the Union. Each such grievance must be presented, orally or in writing, within 60 days from the date of the last occurrence on which the grievance is based.

a. When a grievance is filed by the 3rd Level of the Company with the District Office of the Union as described in "C4" above, such grievance shall be accompanied by a written statement of position from the Company representative setting forth the Company's position regarding the grievance. Such written position will include the Company's contentions as to the true facts involved, its allegations as to how the Union has violated the Agreement and, if appropriate, its contentions as to the true intent and meaning or interpretation of any provision of the Agreement. The District Office of the Union shall have a period of 14 days in which to reply in writing to the Company's written statement or position and the Union's reply shall also set forth its contentions as to the true facts involved, its reply to the Company's allegation, if any, as to how the Union has violated the Agreement and its contentions as to the true intent and meaning of the Agreement provisions if such are involved.

b. If the grievance under "C4" or "C4a" above is to be arbitrated, the written positions of the parties, or amendments thereto, served on the other party at least 14 days in advance of the arbitration hearing, shall be filed with the arbitrator as exhibits. Such exhibits may be assigned such weight as the arbitrator deems appropriate.

5. When a Union grievance is appealed, the decision of management at the 3rd level shall be given to the Union within 7 days after the appeal is discussed at a conference (or last adjourned meeting thereof mutually agreed upon). When the grievance is initiated by the Company under "C4" above, the decision of the District Office of the Union shall be given to the Company within 7 days after the grievance is discussed at a conference (or last adjourned meeting thereof mutually agreed upon).

6. Grievance adjustments at the 1st and 2nd Levels shall be final and binding, and shall not be used as a precedent by either party, except that an adjustment at the 2nd Level may be made subject to the 3rd Level approval if either party at the 2nd Level notifies the other in writing within 60 days from the date the settlement was executed, that a "true intent and meaning" question exists. The parties will not use a local past practice established by a local level settlement, to support controversies that develop in other locations. The parties reserve the right to urge that grievances dropped after having been appealed to arbitration may have, or may not have, a precedential effect in accordance with all of the circumstances. Each party will advise the other names of its representatives at the 3rd Level who are authorized to finally approve settlements made at the 2nd Level of the grievance procedure.

D. In computing any period of time prescribed by any Agreement between the parties hereto, the day of the occurrence, presentation, appeal, decision, request or demand (after which the period of time begins to run) shall not be included. The last day of the period shall be included, unless it is a Sunday or holiday, in which event the period runs until the next day not a Sunday or holiday. Intermediate Sundays and holidays shall be included. Any presentation, appeal, decision, request or demand required to be in writing shall be considered to be made on the date it is postmarked, or dated by Personnel, receipted delivery.

E. The presence of a Union Officer except those certified under "C6" at the adjustment of any grievance presented by an employee or of employees, under "A" above shall not be regarded as an agreement on the part of the Union that the grievance was properly adjusted.

21.02 Pay for Certified Union Representatives.

Subject to the limitations expressed in 21.03 and 21.04, certified Union representatives in the employ of the Company, and other employees necessary to a grievance hearing shall suffer no loss in

pay for time consumed in meetings with Management on subjects mentioned in this Article and in 20.02, and necessarily consumed in traveling to and from such meetings. Each such employee shall give reasonable notice (not less than one working day) to his/her immediate supervisor when any such excusal is to begin and for what period the employee expects to be absent from duty. Accordingly, in responding to requests for such meetings, management should allow sufficient time in scheduling to permit employees to comply with this "reasonable notice".

21.03 Number of Union Representatives in Meetings with Management.

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

A. In the 1st Level (Informal Level) meetings under this Article, one; and at the 2nd Level meeting not more than a total of 2.

B. In meetings on subjects mentioned in 20.02, not more than a total of 10.

C. The number of Management representatives participating in any meeting shall not exceed that of the Union.

D. If the number of Union representatives attending a meeting with Management is greater than the number indicated above, the Union shall designate which of its representatives, not to exceed the number indicated above, are to suffer no loss of pay.

21.04 Pay for Grievant.

In meetings with Management on grievances at the (Informal Level) and 2nd Levels, the individual employee whose grievance is being presented by the Union shall suffer no loss in pay, as provided in 21.02, for time consumed in such meetings or necessarily consumed in traveling to and from such meetings, provided, however, when a group of employees has a common cause of grievance, the members of the group, to be designated by

the Union, who shall suffer no such loss in pay shall not exceed 2 at the 1st Level meeting and one at the 2nd Level meeting.

21.05 Strike Limitations within Grievances.

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

A. If an employee is disciplined as a result of an alleged breach of 21.05 above, such disciplinary action will be subject to the full grievance procedure and to arbitration notwithstanding the limitations in Article 11 of this Agreement.

B. In the event of arbitration under "A" above, the arbitrator shall have authority to sustain, modify or to set aside the disciplinary action.

C. Any discipline resulting from an alleged violation of 21.05 above will be imposed within a reasonable time, but in no event to exceed 30 days from the date the employee first engaged in the alleged violation.

21.06 Grievances Involving the Filling of Vacancies.

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

A. No promotion grievances will be filed at the Director Level until the designations required below have been properly made by the Union.

B. In those situations where more vacancies were filled than there are employees who filed requests in whose behalf the Union desires to handle a grievance, the following procedure will be

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

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

21.07 Grievances Involving Short Term Disability Plan (STDP).

A. Grievances involving the denial of benefits under the STDP will not be presented until the claim underlying the grievance has been heard and resolved by the Company Employees' Benefit Claim Review Committee (EBCRC).

B. Such grievances will be presented at the 3rd Step (State Level) of the grievance procedure within 60 days of the date of receipt of the letter of denial of benefits from the EBCRC.

1. Appropriate Company and Union representatives will meet at the 3rd Step within 30 days after the Union has requested a conference on such grievances. Additionally, each party may have an appropriate designated resource person present.

2. Grievances unresolved at the 3rd Step will be considered rejected and not subject to arbitration.

3. Any settlement or agreement reached through the grievance process will not set precedent under this Agreement.

C. The Company and the Union acknowledge that any relief provided as a result of such a grievance is provided in resolution of a contractual claim and is not paid as a claim under the STDP.

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

ARTICLE 22
FEDERAL OR STATE LAW

22.01 Jurisdiction of Law.

If any provisions of this Agreement, any amendments thereto, or any future agreements made during the term hereof or any application of the provisions of said Agreements, said future agreements and amendments to any employee, group of employees or circumstances are rendered invalid or inappropriate by any Federal or State law or by the final determination of any Court, Board or authority of competent jurisdiction, the remainder of said Agreements, said future agreements or amendments or the application of such provisions to an employee, groups of employees or circumstances other than those as to which it is held invalid or inappropriate shall not be affected thereby.

ARTICLE 23
ARBITRATION, EXPEDITED ARBITRATION AND MEDIATION

23.01 Arbitration.

A. The provisions for arbitration shall apply only to the matters made specifically subject to arbitration in "B" below.

B. If at any time a controversy should arise between the Union and the Company regarding the true intent and meaning of any provisions of this or any other agreement between the parties or a controversy as to the performance of an obligation hereunder,

which the parties are unable to compose by full and complete use of the grievance procedure set up by Article 21, the matter shall be arbitrated upon written request of either party to this Agreement to the other.

C. Any written request for arbitration shall be made within 90 days from the date of the final decision in writing on the grievance, unless the failure to make such request shall be excused by the Arbitrator because of extraordinary circumstances including, but without limitation, newly discovered or previously unavailable, material evidence that could not have been discovered or produced by reasonable diligence.

D. The procedure for arbitration shall be as follows:

1. Within 30 days after the filing of the written request for arbitration, the Vice President of the Union or his/her delegated representative shall confer with the Personnel Vice President of the Company or his/her delegated representative to select an Impartial Arbitrator and a date for the hearing.

    a. Failure on the part of the Union to make the above request within 30 days shall relieve the Company of the responsibility for retroactive wages from the date of the filing of the written request for arbitration until the date the Union complies with "1" above.

2. In the event of the failure of the persons named in "1" above to agree upon the selection of an Impartial Arbitrator within 30 days, the Union or the Company may apply to the Federal Mediation and Conciliation Services, Washington, D.C., for the appointment of such Impartial Arbitrator.

3. The arbitration hearing shall be started within 60 days, if practicable, of the selection of the Impartial Arbitrator and carried to a conclusion as expeditiously as possible. A decision and award by the Impartial Arbitrator shall be rendered within (15) days, if feasible, of the completion of the hearing.

4. The Impartial Arbitrator shall have power to decide whether or not a particular finding shall have a retroactive effect, provided, however, that no retroactivity shall predate the Union's demands for arbitration except as is or may be otherwise provided in other contracts or agreements between the parties.

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

23.02 Expedited Arbitration.

A. In lieu of the procedures specified in 23.01 of this Agreement, any grievance filed on behalf of an employee which involves suspensions or discharges except those which also involve an issue of arbitrability, contract interpretation, or work stoppage (strike) activity and those which are also the subject of an administrative charge or court action shall be submitted to arbitration under the expedited arbitration procedure hereinafter provided within 15 calendar days after the filing of a request for arbitration. In all other grievances involving disciplinary action which are specifically subject to arbitration under 23.01 of this Agreement, both parties may, within 15 calendar days after the filing of the request for arbitration, elect to use the expedited arbitration procedure hereinafter provided. The election shall be in writing and, when signed by authorized representatives of the parties, shall be irrevocable. If no such election is made within the foregoing time period, the arbitration procedure in 23.01 shall be followed.

B. A panel of at least 8 but no more than 10 arbitrators will be selected by the parties. Each arbitrator shall serve until the termination of this Agreement unless his/her services are

terminated earlier by written notice from either party to the other. The arbitrator shall be notified of his/her termination by a joint letter from the parties. The arbitrator shall conclude his/her services by settling any grievance previously heard. A successor arbitrator shall be selected by the parties. Arbitrators shall be assigned cases in rotating order designated by the parties. If an arbitrator is not available for a hearing within 10 working days after receiving an assignment, the case will be passed to the next arbitrator. If no one can hear the case within 10 working days the case will be assigned to the arbitrator who can hear the case on the earliest date.

C. The procedure for expedited arbitration shall be as follows:

1. The parties shall notify the arbitrator in writing on the day of agreement or date of arbitration demands to settle a grievance by expedited arbitration. The arbitrator shall notify the parties in writing of the hearing date.
2. The parties may submit to the arbitrator prior to the hearing a written stipulation of all facts not in dispute.
3. The hearing shall be informal without formal rules of evidence and without a transcript. However, the arbitrator shall be satisfied that the evidence submitted is of a type on which he/she can rely, that the hearing is in all respects a fair one, and that all facts necessary to a fair settlement and reasonably obtainable are brought before the arbitrator.
4. Within 5 working days after the hearing, each party may submit a brief written summary of the issues raised at the hearing and arguments supporting its position. Such summaries are not to exceed 10 pages in cases involving discharge or 5 pages in cases involving suspension. The arbitrator shall give his/her settlement within 5 working days after receiving the briefs. He/she shall provide the parties a brief written statement of the reasons supporting his/her settlement.
5. The arbitrator's settlement shall apply only to the instant grievance, which shall be settled thereby. It shall not

constitute a precedent for other cases or grievances and may not be cited or used as a precedent in other arbitration matters between the parties unless the settlement or a modification thereof is adopted by the written concurrence of the representatives of each party at the 3rd step of the grievance procedure.

6. The time limits in "1" and "4" of this section may be extended by agreement of the parties or at the arbitrator's request, in either case only in emergency situations. Such extensions shall not circumvent the purpose of this procedure.

7. In any grievance arbitrated under the provisions of this section, the Company shall under no circumstances be liable for back pay for more than 9 months (plus any time that the processing of the grievance or arbitration was delayed at the specific request of the Company) or time between original proposed dates and actual arbitration resulting from the Company representative's inability to comply with original dates after the date of the disciplinary action. In grievances which were scheduled for mediation prior to expedited arbitration, the liability for back pay shall be no more than 12 months. Delays requested by the Union in which the Company concurs shall not be included in such additional time.

8. The arbitrator shall have no authority to add to, subtract from or modify any provisions of this Agreement.

9. The decision of the arbitrator will settle the grievance, and the Company and the Union agree to abide by such decision. The compensation and expenses of the arbitrator and the general expenses of the arbitration shall be borne by the Company and the Union in equal parts. Each party shall bear the expense of its representatives and witnesses. Any expenses incurred because of any cancellation or postponement of an expedited arbitration hearing shall be borne by the party requesting such cancellation or postponement.