

MEMORANDUM OF AGREEMENT

This Agreement between the Communications Workers of America (the Union), and BellSouth Corporation - Headquarters (the Company) outlines the understanding reached by the parties in connection with the transfer of a represented employee in the Human Resource, Learning Support Services organization from BellSouth Telecommunications, Inc. to BellSouth Corporation - Headquarters. Attachment A contains the name of the represented employee affected by this MOA.

The parties agree to the following provisions for the represented employee moving from BellSouth Telecommunications, Inc. (BST) to BellSouth Corporation – Headquarters (BSC):

CONTROL CONTRACT

Unless specified otherwise below, the BSC Working Agreement with the CWA (Effective Aug. 5, 2001) shall apply to the employee subject to this MOA.

TITLES

Addition of a new title "Engineering Assistant" to the current Wage Scale 16 wage table located in Appendix B Part I (Pension Band 108) and inclusion of the title in Departmental Usage of Titles, Wage Scale Table located in Appendix A Part I (Department code D = Human Resources).

FORCE ADJUSTMENTS

In the event of a force adjustment in BST, the employee will be grouped back with her previous organizational unit for administering the provisions of Article 7, as if she had never left.

Further, in the event of a force adjustment in BSC affecting this employee, the employee will be given the option to be processed under the BST Working Agreement or the BSC Working Agreement.

VACATIONS and HOLIDAYS

Time off chosen and/or designated for calendar year 2004 shall be treated as if the employee was entering a work group at the instance of the Company, i.e., shall keep her previous vacation days and optional holidays as scheduled.

UPGRADE & TRANSFER

This move is at the instance of the Company and will not affect the running of Time-In-Title/Exchange/Company for the employee covered by this MOA.

GRIEVANCES

Any grievance at the State or Headquarters Level as of the date of this MOA involving the employee in this move, will remain the responsibility of the appropriate Company and Union Representative who would have handled the grievance in the respective entity.

OMISSION

The parties have attempted to include in this MOA all issues associated with the transfer of the affected employee from BST to BSC. To the extent a situation arises that was not contemplated by the parties, it is agreed to initiate discussion at the Executive Level in an effort to resolve such matter.

DURATION

This MOA shall become effective on March 1, 2004 and shall remain in effect until a new Contract is negotiated and agreed to by BSC and the CWA, or until 11:59 p.m. August 7, 2004.

For the Union

Beverly A. Hicks
Beverly A. Hicks
Administrative Assistant
CWA - District 3

2/20/04
Date

For the Company

Geoffrey S. Cazes
Geoffrey S. Cazes
Director - Labor Relations
BellSouth

20 FEB 2004
Date

Employee Name	Title	Jg W\$	NCS Date	Bus Adr	Bus Adr Street	City	State	Bus Adr Zip Code
Sheppard, Carolyn E	Engineering ASSISTANT	16	11-15-1965	21H83	675 W. Peachtree Street	ATLANTA	GA	30375-0002