

BELLSOUTH

2004 BENEFITS

MEMORANDUM

OF

AGREEMENT

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INTRODUCTION

This BellSouth 2004 Benefits Memorandum of Agreement (“MOA”) sets forth the substance of benefit plan amendments, modifications, or administrative procedures that were proposed and agreed to during the parties’ 2004 negotiations. It supercedes the MOA entered into following 2001 bargaining and all prior MOAs. This MOA is intended to conform Article 19.01 of the collective bargaining agreements listed below (Article 14A of the Utility Operations agreement) to the parties’ agreements concerning benefits, but is not intended to modify any other provisions of those collective bargaining agreements. All of the provisions of the parties’ 2004 MOA will remain in effect through and including August 8, 2009 (the expiration date of the collective bargaining agreements listed below), unless an earlier or later termination date is specifically stated. Except as otherwise specifically set forth below, this MOA shall apply to the following collective bargaining agreements:

BellSouth Telecommunications, Inc.

BellSouth Advertising & Publishing Corporation

BellSouth Affiliate Services Corporation

BellSouth Billing, Inc.

BellSouth Corporation

Utility Operations

**MEDICAL ASSISTANCE PLAN
(MAP)**

The BellSouth Medical Assistance Plan (MAP) as in effect on August 7, 2004, shall remain in effect for the life of this agreement, with the following revisions:

Effective August 8, 2004:

1. One full-time CWA Representative (Managed Care Specialist), Wage Scale 36 plus 15% will remain associated with the Medical Plans Group for the life of this agreement.

Effective January 1, 2005:

2. The full-time student definition as outlined in the plan will be modified to cover full-time students through the end of the calendar year in which they reach age 25.
3. Nurse Practitioners and Physicians Assistants will be considered valid providers when performing services for which they are licensed.
4. BellSouth's MAP plan administrators will use their prevailing medical guidelines to determine benefits in the following areas:
 - a. Coverage for routine mammograms,
 - b. Investigational procedures,
 - c. Second surgical opinions are not required for surgical procedures, and
 - d. Multiple procedures performed during the same operative session.
5. There will be no pre-existing condition limitation or penalty.
6. The Mental Health/Substance Abuse plan will cover out-of-network Master level therapists on an outpatient basis who are currently licensed in the state in which services are rendered as Clinical Social Workers (LCSW), Mental Health Counselors (LMHC), Professional Counselors (LPC), or Marriage and Family Therapists (LMFT). Coverage for these therapists is 90% up to \$60 after \$200 deductible, limited to 2 sessions per week, 52 per year.

7. The MAP POS, PPO, and Indemnity options benefit schedules will be changed as shown below.

Effective January 1, 2005, the POS option benefit schedule will be:

	In-Network	Out-of-Network
Office Visits	\$15 copay	80% benefit after the deductible is satisfied
Plan Deductible	\$300 per person; \$600 per family	\$400 per person; \$800 per family
Coinsurance	100% for facility and physician; after the deductible is satisfied	80% for facility and physician; after the deductible is satisfied
Out-of-Pocket Maximum	Not Applicable	\$1,750 per person; \$3,500 per family
Emergency Care	\$75 copay (waived if admitted)	\$75 copay (waived if admitted)

Effective January 1, 2008, the POS option benefit schedule will be:

	In-Network	Out-of-Network
Office Visits	\$20 copay	80% benefit after the deductible is satisfied
Plan Deductible	\$300 per person; \$600 per family	\$400 per person; \$800 per family
Coinsurance	100% for facility and physician; after the deductible is satisfied	80% for facility and physician; after the deductible is satisfied
Out-of-Pocket Maximum	Not Applicable	\$1,750 per person; \$3,500 per family
Emergency Care	\$75 copay (waived if admitted)	\$75 copay (waived if admitted)

Effective January 1, 2005, the PPO option benefit schedule will be:

	In-Network	Out-of-Network
Office Visits	\$15 copay	80% benefit after the deductible is satisfied
Plan Deductible	\$300 per person; \$600 per family	\$400 per person; \$800 per family
Coinsurance	100% for facility; 90% for physician; after the deductible is satisfied	80% for facility and physician; after the deductible is satisfied
Out-of-Pocket Maximum	\$1,300 per person; \$2,600 per family	\$1,750 per person; \$3,500 per family
Emergency Care	\$75 copay (waived if admitted)	\$75 copay (waived if admitted)

Effective January 1, 2008, the PPO option benefit schedule will be:

	In-Network	Out-of-Network
Office Visits	\$20 copay	80% benefit after the deductible is satisfied
Plan Deductible	\$300 per person; \$600 per family	\$400 per person; \$800 per family
Coinsurance	100% for facility; 90% for physician; after the deductible is satisfied	80% for facility and physician; after the deductible is satisfied
Out-of-Pocket Maximum	\$1,300 per person; \$2,600 per family	\$1,750 per person; \$3,500 per family
Emergency Care	\$75 copay (waived if admitted)	\$75 copay (waived if admitted)

Effective January 1, 2005, the Indemnity option benefit schedule will be:

Office Visits	90% after the deductible is satisfied
Plan Deductible	\$300 per person; \$600 per family
Coinsurance	100% for inpatient facility; 90% for outpatient facility; 90% for the physician; after the deductible is satisfied
Out-of-Pocket Maximum	\$1,300 per person; \$2,600 per family
Emergency Care	\$75 copay (waived if admitted)

Note: Current plan language regarding Reasonable and Customary (R&C) and Covered Charges (CC) will not be affected the plan design changes.

8. The monthly medical premiums required of employees covered by the Utility Operations agreement will be as follows:
- Single Coverage – \$0
 - 2-Party Coverage – \$25 per month
 - Family Coverage – \$50 per month

PRESCRIPTION DRUG PROGRAM

9. Effective January 1, 2005, the prescription drug benefit schedule for the PPO, POS, and Indemnity options will be:

Copays		Generic	Brand
	0-30 Days	\$8.00 copay	\$20.00 copay
	31-60 Days	\$10.00 copay	\$25.00 copay
	Mail Order	\$12.00 copay	\$30.00 copay
Out-of-Pocket Prescription Drug Maximum		\$600 per family; Copay when out-of-pocket maximum is reached: \$6.00	

Effective January 1, 2006, the prescription drug benefit schedule for the PPO, POS, and Indemnity options will be:

Copays		Generic	Brand
	0-30 Days	\$10.00 copay	\$35.00 copay
	31-60 Days	\$12.50 copay	\$42.50 copay
	Mail Order	\$15.00 copay	\$50.00 copay
Out-of-Pocket Prescription Drug Maximum		\$650 per family; Copay when out-of-pocket maximum is reached: \$7.00	

Effective January 1, 2007, the prescription drug benefit schedule for the PPO, POS, and Indemnity options will be:

Copays		Generic	Brand
	0-30 Days	\$10.00 copay	\$35.00 copay
	31-60 Days	\$12.50 copay	\$42.50 copay
	Mail Order	\$15.00 copay	\$50.00 copay
Out-of-Pocket Prescription Drug Maximum		\$700 per family; Copay when out-of-pocket maximum is reached: \$8.00	

The above provisions apply to the following collective bargaining agreements:

- **BellSouth Telecommunications, Inc.,**
- **BellSouth Advertising & Publishing Corporation,**
- **BellSouth Affiliate Services Corporation,**
- **BellSouth Billing, Inc.**
- **BellSouth Corporation, and**
- **Utility Operations.**

**RETIREE MEDICAL ASSISTANCE PLAN
(RMAP)**

The BellSouth Retiree Medical Assistance Plan (RMAP) as in effect on August 7, 2004, shall remain in effect for the life of this agreement, with the following revisions:

Effective January 1, 2005:

1. The full-time student definition as outlined in the plan will be modified to cover full-time students through the end of the calendar year in which they reach age 25.
2. Nurse Practitioners and Physicians Assistants will be considered valid providers when performing services for which they are licensed.
3. BellSouth's RMAP plan administrators will use their prevailing medical guidelines to determine benefits in the following areas:
 - a. Coverage for routine mammograms,
 - b. Investigational procedures,
 - c. Second surgical opinions are not required for surgical procedures, and
 - d. Multiple procedures performed during the same operative session.
4. There will be no pre-existing condition limitation or penalty.
5. The Mental Health/Substance Abuse plan will cover out-of-network Master level therapists on an outpatient basis who are currently licensed in the state in which services are rendered as Clinical Social Workers (LCSW), Mental Health Counselors (LMHC), Professional Counselors (LPC), or Marriage and Family Therapists (LMFT). Coverage for these therapists is 90% up to \$60 after \$200 deductible, limited to 2 sessions per week, 52 per year.

The following revisions will apply to individuals who have already retired (on or after January 1, 1992) and individuals who retire on or after the date of this agreement:

6. The RMAP POS, PPO, and Indemnity options benefit schedules will be changed as shown below.

Effective January 1, 2005, the POS option (for pre-Medicare eligible retirees) benefit schedule will be:

	In-Network	Out-of-Network
Office Visits	\$15 copay	80% benefit after the deductible is satisfied
Plan Deductible	\$300 per person; \$600 per family	\$400 per person; \$800 per family
Coinsurance	100% for facility and physician; after the deductible is satisfied	80% for facility and physician; after the deductible is satisfied
Out-of-Pocket Maximum	Not Applicable	\$1,750 per person; \$3,500 per family
Emergency Care	\$75 copay (waived if admitted)	\$75 copay (waived if admitted)

Effective January 1, 2008, the POS option (for pre-Medicare eligible retirees) benefit schedule will be:

	In-Network	Out-of-Network
Office Visits	\$20 copay	80% benefit after the deductible is satisfied
Plan Deductible	\$300 per person; \$600 per family	\$400 per person; \$800 per family
Coinsurance	100% for facility and physician; after the deductible is satisfied	80% for facility and physician; after the deductible is satisfied
Out-of-Pocket Maximum	Not Applicable	\$1,750 per person; \$3,500 per family
Emergency Care	\$75 copay (waived if admitted)	\$75 copay (waived if admitted)

Effective January 1, 2005, the PPO option (for pre-Medicare eligible retirees) benefit schedule will be:

	In-Network	Out-of-Network
Office Visits	\$15 copay	80% benefit after the deductible is satisfied
Plan Deductible	\$300 per person; \$600 per family	\$400 per person; \$800 per family
Coinsurance	100% for facility; 90% for physician; after the deductible is satisfied	80% for facility and physician; after the deductible is satisfied
Out-of-Pocket Maximum	\$1,300 per person; \$2,600 per family	\$1,750 per person; \$3,500 per family
Emergency Care	\$75 copay (waived if admitted)	\$75 copay (waived if admitted)

Effective January 1, 2008, the PPO option (for pre-Medicare eligible retirees) benefit schedule will be:

	In-Network	Out-of-Network
Office Visits	\$20 copay	80% benefit after the deductible is satisfied
Plan Deductible	\$300 per person; \$600 per family	\$400 per person; \$800 per family
Coinsurance	100% for facility; 90% for physician; after the deductible is satisfied	80% for facility and physician; after the deductible is satisfied
Out-of-Pocket Maximum	\$1,300 per person; \$2,600 per family	\$1,750 per person; \$3,500 per family
Emergency Care	\$75 copay (waived if admitted)	\$75 copay (waived if admitted)

Effective January 1, 2005, the Indemnity option (for pre-Medicare eligible retirees) benefit schedule will be:

Office Visits	90% after the deductible is satisfied
Plan Deductible	\$300 per person; \$600 per family
Coinsurance	100% for inpatient facility; 90% for outpatient facility; 90% for the physician; after the deductible is satisfied
Out-of-Pocket Maximum	\$1,300 per person; \$2,600 per family
Emergency Care	\$75 copay (waived if admitted)

Effective January 1, 2005, the Basic Plan when Medicare is Primary option (for Medicare-eligible retirees) benefit schedule will be:

Office Visits	90% after the deductible is satisfied
Plan Deductible	\$300 per person; \$600 per family
Coinsurance	100% for facility; 90% for the physician; after the deductible is satisfied
Out-of-Pocket Maximum	\$1,300 per person; \$2,600 per family
Emergency Care	\$75 copay (waived if admitted)

Note: Current plan language regarding Reasonable & Customary (R&C) and Covered Charges (CC) will not be affected by the plan design changes.

PRESCRIPTION DRUG PROGRAM

7. Effective January 1, 2005, the RMAP prescription drug benefit schedule for the PPO, POS, Indemnity, and Basic Plan when Medicare is Primary options will be changed as shown below:

Copays		Generic	Brand
	0-30 Days	\$8.00 copay	\$20.00 copay
	31-60 Days	\$10.00 copay	\$25.00 copay
	Mail Order	\$12.00 copay	\$30.00 copay
Out-of-Pocket Prescription Drug Maximum		\$600 per family; Copay when out-of-pocket maximum is reached: \$6.00	

- Effective January 1, 2006, the RMAP prescription drug benefit schedule for the PPO, POS, Indemnity, and Basic Plan when Medicare is Primary options will be changed as shown below:

Copays		Generic	Brand
	0-30 Days	\$10.00 copay	\$35.00 copay
	31-60 Days	\$12.50 copay	\$42.50 copay
	Mail Order	\$15.00 copay	\$50.00 copay
Out-of-Pocket Prescription Drug Maximum		\$650 per family; Copay when out-of-pocket maximum is reached: \$7.00	

- Effective January 1, 2007, the RMAP prescription drug benefit schedule for the PPO, POS, Indemnity, and Basic Plan when Medicare is Primary options will be changed as shown below:

Copays		Generic	Brand
	0-30 Days	\$10.00 copay	\$35.00 copay
	31-60 Days	\$12.50 copay	\$42.50 copay
	Mail Order	\$15.00 copay	\$50.00 copay
Out-of-Pocket Prescription Drug Maximum		\$700 per family; Copay when out-of-pocket maximum is reached: \$8.00	

8. For all retirees subject to the post retirement health care CAP premium (employees who retired on or after January 1, 1992) as specified in the RMAP and RDAP, the aggregate post retirement health care CAP will be increased by 35%, from \$5,164 to \$6,982 per year.
9. No retiree will be required to pay a post retirement CAP premium until January 1, 2010.
10. The prorate contribution for less than 30 years of service under RMAP will not be affected by this agreement. Each retiree with less than 30 years of service will pay 10%, 20% or 30% of the medical cost, as described in RMAP.

The above provisions apply to the following collective bargaining agreements:

- **BellSouth Telecommunications, Inc.,**
- **BellSouth Advertising & Publishing Corporation,**
- **BellSouth Affiliate Services Corporation,**
- **BellSouth Billing, Inc.,**
- **BellSouth Corporation, and**
- **Utility Operations.**

**DENTAL ASSISTANCE PLAN
(DAP)**

The BellSouth Dental Assistance Plan (DAP) as in effect on August 7 2004, shall remain in effect for the life of this agreement, with the following revisions:

Effective January 1, 2005:

1. The Type B services schedule of benefits will be increased by 10% (see Appendix A for listing).
2. The plan will include a "passive" PPO network. Employees may voluntarily utilize the network, and the benefits payable under the Plan will be unaffected.
3. The full-time student definition as outlined in the plan will be modified to cover full-time students through the end of the calendar year in which they reach age 25.

The above provisions apply to the following collective bargaining agreements:

- **BellSouth Telecommunications, Inc.,**
- **BellSouth Advertising & Publishing Corporation,**
- **BellSouth Affiliate Services Corporation,**
- **BellSouth Billing, Inc.**
- **BellSouth Corporation, and**
- **Utility Operations.**

**RETIREE DENTAL ASSISTANCE PLAN
(RDAP)**

The BellSouth Retiree Dental Assistance Plan (RDAP) as in effect on August 7, 2004, shall remain in effect for the life of this agreement, with the following revisions:

Effective January 1, 2005:

1. The Type B services schedule of benefits will be increased by 10% (see Appendix A for listing).
2. The plan will include a "passive" PPO network. Employees may voluntarily utilize the network, and the benefits payable under the Plan will be unaffected.
3. The full-time student definition as outlined in the plan will be modified to cover full-time students through the end of the calendar year in which they reach age 25.
4. For all retirees subject to the post retirement health care CAP premium (employees who retired on or after January 1, 1992) as specified in the RMAP and RDAP, the aggregate post retirement health care CAP will be increased by 35%, from \$5,164 to \$6,982 per year.
5. No retiree will be required to pay a post retirement CAP premium until January 1, 2010.
6. The prorate contribution for less than 30 years of service under RMAP will not be affected by this agreement. Each retiree with less than 30 years of service will pay 10%, 20% or 30% of the medical cost, as described in RMAP.

The above provisions apply to the following collective bargaining agreements:

- **BellSouth Telecommunications, Inc.,**
- **BellSouth Advertising & Publishing Corporation,**
- **BellSouth Affiliate Services Corporation,**
- **BellSouth Billing, Inc.,**
- **BellSouth Corporation, and**
- **Utility Operations.**

**VISION ASSISTANCE PLAN
(VAP)**

The BellSouth Vision Assistance Plan (VAP) as in effect on August 7, 2004, shall remain in effect for the life of this agreement, with the following revisions:

Effective January 1, 2005:

1. The VAP schedule of benefits will be increased by 5%. The fee schedule will be as follows:

• Vision examination	\$ 38
• Frames	\$ 36
• Single vision	\$ 36
• Bifocals	\$ 53
• Trifocals	\$ 68
• Lenticular	\$126
• Contact lens (including disposable in lieu of permanent)	\$119
• Disposable contact lens (secondary to glasses as primary)	\$ 63
• Radial Keratotomy (RK) (per eye per lifetime) or Photorefractive Keratectomy (PRK) (per eye per lifetime)	\$318

2. The full-time student definition as outlined in the plan will be modified to cover full-time students through the end of the calendar year in which they reach age 25.

The above provisions apply to the following collective bargaining agreements:

- **BellSouth Telecommunications, Inc.,**
- **BellSouth Advertising & Publishing Corporation,**
- **BellSouth Affiliate Services Corporation,**
- **BellSouth Billing, Inc., and**
- **BellSouth Corporation.**

**SUPPLEMENTAL TRANSPLANT ASSISTANCE PLAN
(STAP)**

The BellSouth Supplemental Transplant Assistance Plan (STAP) as in effect on August 7 2004, shall remain in effect for the life of this agreement, with the following revision:

Effective January 1, 2005:

1. The full-time student definition as outlined in the plan will be modified to cover full-time students through the end of the calendar year in which they reach age 25.

The above provision applies to the following collective bargaining agreements:

- **BellSouth Telecommunications, Inc.,**
- **BellSouth Advertising & Publishing Corporation,**
- **BellSouth Affiliate Services Corporation,**
- **BellSouth Billing, Inc., and**
- **BellSouth Corporation.**

SHORT TERM DISABILITY PLAN (STD)

The BellSouth Short Term Disability Plan (STD) as in effect on August 7, 2004, shall remain in effect for the life of this agreement, with the following revisions:

Effective August 8, 2004:

1. Two full-time CWA Representative (Claims Facilitators), Wage Scale 36 plus 5%, will remain associated with the Disability Group for the life of this agreement.

Effective August 8, 2004, the following procedures will continue for the life of the agreement:

2. Retain a vendor employee to serve as a full time appeals coordinator for the life of this agreement.
3. Retain a vendor employee to serve as a third CWA liaison for the life of this agreement.
4. The vendor will conduct a review of the Customer Service function with an external consultant and present the findings to the H&W STD Oversight Committee during the first year of this agreement.
5. The vendor will review and revise as needed the scripts used for claim intake by Customer Service Representatives (CSR) and review them with the H&W STD Oversight Committee during the first year of this agreement.
6. Every other quarterly meeting of the H&W STD Oversight Committee will be held on site at the vendor's premises with the members of the H&W STD Oversight Committee responsible for disability issues for the life of this agreement.
7. The CWA Claims Facilitator(s) will participate in the disability operational audit readout for the life of this agreement.
8. The vendor will utilize the services of an appropriate specialty MD to conduct a peer review of the IME's findings.

The above provisions apply to the following collective bargaining agreements:

- **BellSouth Telecommunications, Inc.,**
- **BellSouth Advertising & Publishing Corporation,**
- **BellSouth Affiliate Services Corporation,**
- **BellSouth Billing, Inc.**
- **BellSouth Corporation, and**
- **Utility Operations.**

**BELLSOUTH PENSION PLAN
(BSPP)**

The BellSouth Pension Plan (BSPP) as in effect on August 7, 2004, shall remain in effect for the life of this agreement, with the following revisions:

1. Improvements to Existing Pension Bands

Pension bands, applicable to both the Pre-99 benefit and the Cash Balance benefit, will increase according to the following schedule:

- 3% on July 1, 2005;
- 3% on July 1, 2006;
- 2.5% on July 1, 2007;
- 2% on July 1, 2008; and
- 2% on July 1, 2009.

These pension band increases are also applicable to the Utility Operations pension benefit.

Effective August 8, 2004:

2. Special Demotion Rule

The "Special Rule for Certain Demotions" as described in the BSPP shall also apply to employees who are demoted during the term of the new collective bargaining agreement and are both (1) eligible for a deferred vested pension at the time of the demotion, and (2) eligible for a service pension at the time of retirement.

3. For the purpose of calculating any sickness or accidental death benefit for employees on the payroll as of 12/31/2004 who die while actively employed by the Company, the wages used in the sickness or accidental death benefit calculation will be the employee's wage rate in effect on 12/31/2004.

Effective January 1, 2005:

4. For employees hired or rehired on or after 1/1/2005, there will not be any sickness or accidental death benefit payable upon the employee's death.

5. The pre-retirement survivor pension benefit shall be payable to a participant's estate (in the form of a lump sum) upon his/her death occurring on or after 1/1/2005, if there is no eligible spouse (as defined in the BSPP). The benefit will not be payable to an eligible beneficiary (as defined in the BSPP) for deaths occurring on or after 1/1/2005, since it will be payable to (1) an eligible spouse, or (2) if there is no eligible spouse, to the participant's estate.

The above provisions apply to the following collective bargaining agreements:

- **BellSouth Telecommunications, Inc.,**
- **BellSouth Advertising & Publishing Corporation,**
- **BellSouth Affiliate Services Corporation,**
- **BellSouth Billing, Inc.**
- **BellSouth Corporation, and**
- **Utility Operations.**

**BELLSOUTH SAVINGS & SECURITY PLAN
(BSSP)**

The BellSouth Savings & Security Plan (BSSP) as in effect on August 7, 2004, shall remain in effect for the life of this agreement, with the following revisions:

Effective January 1, 2005:

1. Allow for maximum 401(k) catch-up contributions.
2. Employees in the following BAPCO job titles will cease participation in the BSSP and will become eligible to participate in the BellSouth Retirement Savings Plan (BRSP), subject to the normal eligibility requirements of the BRSP:
 - Directory Advertising Sales Representative – Expansion Market (DASR-EM)
 - Directory Special Account Representative (DSAR)
 - Premise Non-Billing Representative (PNBR)
 - Internet Sales Representative – Premise (ISRP)
 - Directory Telephone Sales Representative (DTSR)
 - Telephone Sales Specialty Representative (TSSR)
 - Telephone Non-Billing Sales Representative (TNBR)
 - Cyber Representative

Any BSSP account balances for these participants will be transferred to the BRSP as soon as administratively possible.

The following job titles were moved to the BRSP effective January 1, 1999, and the employees will remain as participants in BRSP:

- Directory Advertising Sales Representatives (DASR)
- Major Accounts Representative (MAR)

The BRSP plan rules will apply to these participants with the following exceptions:

1. The Company match rate will be the BSSP match rate for BAPCO, determined just as if they were still BSSP participants.
2. The Company match rate will apply on the first 5.5% of eligible plan pay.

The above provisions apply to the following collective bargaining agreements:

- **BellSouth Telecommunications, Inc.,**
- **BellSouth Advertising & Publishing Corporation,**
- **BellSouth Affiliate Services Corporation,**
- **BellSouth Billing, Inc.**
- **BellSouth Corporation, and**
- **Utility Operations.**

**EMPLOYEE STOCK PURCHASE PLAN
(ESPP)**

The BellSouth Employee Stock Purchase Plan (ESPP) as in effect on August 7, 2004, shall remain in effect until December 31, 2004.

1. Effective January 1, 2005, the Employee Stock Purchase Plan will be terminated. Employee and employer contributions will cease with the last payroll period that ends prior to December 31, 2004.
2. Participants' accounts will be distributed in 2005 per the normal plan rules, except that the \$25 per participant administrative fee will be waived for participants and paid by the company.

The above provision applies to the following collective bargaining agreements:

- **BellSouth Telecommunications, Inc.,**
- **BellSouth Advertising & Publishing Corporation,**
- **BellSouth Affiliate Services Corporation,**
- **BellSouth Billing, Inc., and**
- **BellSouth Corporation.**

GROUP LIFE PLAN

The BellSouth Group Life Plan as in effect on August 7, 2004, shall remain in effect for the life of this agreement, with the following revisions:

Effective January 1, 2005:

1. For all employees who retire on or after the effective date of the new collective bargaining agreement, the life insurance coverage will be \$15,000.
2. For all employees who retired on or after January 1, 1992, the life insurance coverage will be \$15,000.

The above provisions apply to the following collective bargaining agreements:

- **BellSouth Telecommunications, Inc.,**
- **BellSouth Advertising & Publishing Corporation,**
- **BellSouth Affiliate Services Corporation,**
- **BellSouth Billing, Inc., and**
- **BellSouth Corporation.**

UNIVERSAL PLUS LIFE INSURANCE PLAN

The BellSouth Universal Plus Life Insurance Plan as in effect on August 7, 2004, shall remain in effect for the life of this agreement, with the following revision:

Effective August 8, 2004:

1. Utility Operations will become a participating company.

The above provision applies to the following collective bargaining agreements:

- **BellSouth Telecommunications, Inc.,**
- **BellSouth Advertising & Publishing Corporation,**
- **BellSouth Affiliate Services Corporation,**
- **BellSouth Billing, Inc.**
- **BellSouth Corporation, and**
- **Utility Operations.**

LONG TERM CARE

The BellSouth Long Term Care Plan as in effect on August 7, 2004, shall remain in effect for the life of this agreement, with the following revisions:

New participants will be offered the options outlined below. Participants enrolled as of January 1, 2005, may upgrade to these options or keep their existing options. An open enrollment will take place during 2005.

The features of the new options are contingent on approval by the various state commissions.

Plan Feature	Comprehensive Option- 05	Option 2-05
Daily Maximum Benefit (DMB)	NH: \$100 \$150 \$200 \$250 HHC: \$75 \$112.50 \$150 \$187.50	Same Same
Facilities Covered	Nursing Home, Alternate Care Facility, Community Based Professional Care, Informal Care	Same
Inflation Protection	5% compounded, offered every 3 years unless on benefits	Same
Levels of Care	Skilled, Intermediate, Custodial	Same
Elimination Period/Out-of-Pocket Expenses	60 Days with no incurred expense requirement	Same
Waiver of Premium	Once eligible to receive benefits	Same
Death Benefits	Premium Refund Feature	Same
Alzheimer's Disease	Covered	Same
Pre-Existing Condition	No pre-existing condition limitation	Same
Lifetime Maximum Benefit (LMB)	\$100 - \$182,500 \$150 - \$273,750 \$200 - \$365,000 \$250 - \$456,250	\$100 - \$73,000 \$150 - \$109,500 \$200 - \$146,000 \$250 - \$182,500
Benefit Period	5-Year Lifetime Maximum	2-year Lifetime Maximum
Respite Care	Covered	Same
Guaranteed Renewable for Life	As long as premiums are paid	Same
Benefit Trigger	2 out of 6 Activities of Daily Living	Same
Paid-up Option	Not offered under new options	Same
Transitional Benefits	The Stay-at-Home Benefit is an enhanced Transitional Benefit	Same

NEW PLAN FEATURES		
International Benefits	Plan will pay for services received outside of the United States up to 75% of costs available had the care been received in the United States	Same
Stay-at-Home Benefit	Can be used for variety of expenses not ordinarily covered; can be used during qualification period; does not reduce the Lifetime Maximum Benefit	Same
Temporary Bed Holding Reservation	Plan will continue to pay benefit to hold a nursing home or alternate care facility bed for up to 60 days per calendar year for any reason	Same
Hospice Care during Qualification Period	Inpatient and outpatient hospice available during the qualification period	Same
Restoration of Benefits	Yes	Same

The above provisions apply to the following collective bargaining agreements:

- **BellSouth Telecommunications, Inc.,**
- **BellSouth Advertising & Publishing Corporation,**
- **BellSouth Affiliate Services Corporation,**
- **BellSouth Billing, Inc., and**
- **BellSouth Corporation.**

TRANSITIONAL LEAVE OF ABSENCE

The BellSouth Transitional Leave of Absence Program for Non-Salaried Employees as in effect on August 7, 2004, shall remain in effect for the life of this agreement, with the following revision:

Effective with Ratification:

1. The maximum period of the Transitional Leave will be extended from 24 months to 36 months. All other rules of the Transitional Leave will be unchanged.

The above provision applies to the following collective bargaining agreements:

- **BellSouth Telecommunications, Inc.,**
- **BellSouth Advertising & Publishing Corporation,**
- **BellSouth Affiliate Services Corporation,**
- **BellSouth Billing, Inc., and**
- **BellSouth Corporation.**

EMPLOYEE MORTGAGE PLAN

The BellSouth Employee Mortgage Plan as in effect on August 7, 2004, shall remain in effect until December 31, 2004.

1. Effective January 1, 2005, the Employee Mortgage Plan will be terminated.

The above provision applies to the following collective bargaining agreements:

- **BellSouth Telecommunications, Inc.,**
- **BellSouth Advertising & Publishing Corporation,**
- **BellSouth Affiliate Services Corporation,**
- **BellSouth Billing, Inc., and**
- **BellSouth Corporation.**

OTHER BENEFIT AGREEMENTS, PLANS AND PROGRAMS

The following Other Benefit Agreements, Plans and Programs as in effect on August 7, 2004, shall remain in effect for the life of this agreement:

- BellSouth Anticipated Disability Leave of Absence Program
- BellSouth Care of Newborn Children Leave of Absence Program
- BellSouth Corporate Interest Leave of Absence Program
- BellSouth Dependent Care Leave of Absence Program
- Family Care Reimbursement Plan
- Health VEBA Trust
- BellSouth Long Term Disability Plan for Non-Salaried Employees
- BellSouth Sabbatical Leave of Absence Program for Non-Salaried Employees

The above agreements, plans and programs apply to the following collective bargaining agreements:

- **BellSouth Telecommunications, Inc.,**
- **BellSouth Advertising & Publishing Corporation,**
- **BellSouth Affiliate Services Corporation,**
- **BellSouth Billing, Inc.,**
- **BellSouth Corporation, and**
- **Utility Operations (Health VEBA Trust only).**

FAMILY MEDICAL LEAVE ACT—UNION ACTIVITY TIME

Effective August 8, 2004:

For eligible participating companies' employees, for the life of this agreement, when computing hours of service to determine eligibility under the Family Medical Leave Act (FMLA), BellSouth will include Union Activity time not paid by the Company in determining if an employee meets FMLA's minimum hours of service requirement.

The above provision applies to the following collective bargaining agreements:

- **BellSouth Telecommunications, Inc.,**
- **BellSouth Advertising & Publishing Corporation,**
- **BellSouth Affiliate Services Corporation,**
- **BellSouth Billing, Inc.**
- **BellSouth Corporation, and**
- **Utility Operations.**

BELLSOUTH SAFETY PROGRAM

Effective January 1, 2005, an employee in an outside plant environment or working in a central office environment, whose weight exceeds the "safe load" limits for the applicable equipment may receive a lifetime benefit of up to \$750 reimbursement for expenses as incurred for participation in a weight loss program as defined in the BellSouth Safe Load Limit Policy. Amounts previously reimbursed by the Company for such programs will be counted against the lifetime benefit amount. This benefit will be provided under the BellSouth Safety program and will continue for the life of this agreement

The above provision applies to the following collective bargaining agreement:

- **BellSouth Telecommunications, Inc.,**

In witness thereof, the below parties do cause this 2004 Benefits Memorandum of Agreement to be executed:

Communications Workers of America

BellSouth Telecommunications, Inc.

BellSouth Advertising & Publishing Corporation

BellSouth Affiliate Services Corporation

BellSouth Billing, Inc.

BellSouth Corporation

Utility Operations

BY: Noah V. Savant
Noah V. Savant
Assistant to the Vice President
District 3

BY: Michael L. Matthews
Michael L. Matthews
Executive Director - Corporate Labor Relations

DATE: 11-15-04

DATE: 11/15/04

APPENDIX A

Type B Dental Services Schedule

BellSouth Dental Assistance Plan (DAP) Effective January 1, 2005
BellSouth Retiree Dental Assistance Plan (RDAP) Effective January 1, 2005

Code	Description of Procedure	Schedule Numbers			
		1	2	3	4
1351	SEALANT - PER TOOTH	12	14	17	21
2140	AMALGAM - 1 SURFACE - PRIMARY OR PERMANENT	32	37	41	45
2150	AMALGAM - 2 SURFACES - PRIMARY OR PERMANENT	43	48	57	63
2160	AMALGAM - 3 SURFACES - PRIMARY OR PERMANENT	52	62	69	77
2161	AMALGAM - 4+ SURFACES - PRIMARY OR PERMANENT	62	70	83	91
2330	RESIN - 1 SURFACE ANTERIOR	37	43	48	52
2331	RESIN - 2 SURFACES ANTERIOR	48	57	63	70
2332	RESIN - 3 SURFACES ANTERIOR	62	70	83	91
2335	RESIN - 4+ SURFACES OR INVOLVING INCISAL ANGLE - ANTERIOR	64	75	87	97
2390	RESIN - BASED COMPOSITE CROWN - ANTERIOR	89	103	117	130
2391	RESIN - BASED COMPOSITE - 1 SURFACE - POSTERIOR	32	37	41	45
2392	RESIN - BASED COMPOSITE - 2 SURFACES - POSTERIOR	43	48	57	63
2393	RESIN - BASED COMPOSITE - 3 SURFACES - POSTERIOR	52	62	69	77
2394	RESIN - BASED COMPOSITE - 4+ SURFACES - POSTERIOR	52	62	69	77
2410	GOLD FOIL - 1 SURFACE	70	83	94	103
2420	GOLD FOIL - 2 SURFACES	184	213	240	268
2430	GOLD FOIL - 3 SURFACES	276	319	361	403
2510	INLAY METALLIC - 1 SURFACE	303	345	391	438
2520	INLAY METALLIC - 2 SURFACES	305	350	398	443
2530	INLAY METALLIC - 3+ SURFACES	317	364	411	460
2542	ONLAY METALLIC - 2 SURFACES	371	428	486	542
2543	ONLAY METALLIC - 3 SURFACES	371	428	486	542
2544	ONLAY METALLIC - 4+ SURFACES	371	428	486	542
2610	INLAY PORCELAIN/CERAMIC - 1 SURFACE	354	414	452	513
2620	INLAY PORCELAIN/CERAMIC - 2 SURFACES	354	414	452	513
2630	INLAY PORCELAIN/CERAMIC - 3+ SURFACES	354	414	452	513
2642	ONLAY PORCELAIN/CERAMIC - 2 SURFACES	354	414	452	513
2643	ONLAY PORCELAIN/CERAMIC - 3 SURFACES	354	414	452	513
2644	ONLAY PORCELAIN/CERAMIC - 4+ SURFACES	354	414	452	513
2650	INLAY - COMPOSITE/RESIN - 1 SURFACE - LAB	354	414	452	513
2651	INLAY - COMPOSITE/RESIN - 2 SURFACES - LAB	354	414	452	513
2652	INLAY - COMPOSITE/RESIN - 3+ OR MORE SURFACES - LAB	354	414	452	513
2662	ONLAY COMPOSITE/RESIN - 2 SURFACES - LAB	354	414	452	513
2663	ONLAY COMPOSITE/RESIN - 3 SURFACES - LAB	354	414	452	513
2664	ONLAY COMPOSITE/RESIN - 4+ SURFACES - LAB	354	414	452	513
2710	CROWN RESIN (LABORATORY)	161	188	210	237
2720	CROWN RESIN WITH HIGH NOBLE METAL	440	509	576	642
2721	CROWN RESIN WITH PREDOMINANTLY BASE METAL	354	408	462	516
2722	CROWN RESIN WITH NOBLE METAL	338	389	443	494
2740	CROWN PORCELAIN/CERAMIC SUBSTRATE	391	450	509	568

BellSouth Dental Assistance Plan (DAP) Effective January 1, 2005
BellSouth Retiree Dental Assistance Plan (RDAP) Effective January 1, 2005

Code	Description of Procedure	Schedule Numbers			
		1	2	3	4
2750	CROWN PORCELAIN FUSED TO HIGH NOBLE METAL	376	435	493	549
2751	CROWN PORCELAIN FUSED TO PREDOMINANTLY BASE METAL	360	414	469	524
2752	CROWN PORCELAIN FUSED TO NOBLE METAL	363	420	471	528
2780	CROWN - 3/4 CAST HIGH NOBLE METAL	372	433	486	545
2781	CROWN - 3/4 CAST PREDOMINATELY BASE METAL	372	433	486	545
2782	CROWN - 3/4 CAST NOBLE METAL	372	433	486	545
2783	CROWN - 3/4 PORCELAIN/CERAMIC	372	433	486	545
2790	CROWN FULL CAST HIGH NOBLE METAL	371	427	482	537
2791	CROWN FULL CAST PREDOMINANTLY BASE METAL	333	385	436	484
2792	CROWN FULL CAST NOBLE METAL	337	385	437	487
2799	PROVISIONAL CROWN	61	69	77	87
2910	RECEMENT INLAY	25	28	31	35
2920	RECEMENT CROWN	25	28	31	35
2930	PREFAB STAINLESS STEEL CROWN - PRIMARY	81	94	107	118
2931	PREFAB STAINLESS STEEL CROWN - PERMANENT	81	94	107	118
2932	PREFABRICATED RESIN CROWN	89	103	117	130
2933	PREFABRICATED STAINLESS STEEL CROWN WITH RESIN WINDOW	81	94	107	118
2940	SEDATIVE FILLING	25	29	32	35
2950	CORE BUILDUP INCLUDING ANY PINS	75	84	96	107
2951	PIN RETENTION - PER TOOTH - IN ADDITION TO RESTORATION	22	25	26	31
2952	CAST POST & CORE IN ADDITION TO CROWN	124	144	162	182
2954	PREFABRICATED POST & CORE IN ADDITION TO CROWN	91	101	118	130
2970	TEMPORARY CROWN - FRACTURED TOOTH	61	69	77	87
2980	CROWN REPAIR - BY REPORT	1C	1C	1C	1C
2999	UNSPECIFIED RESTORATIVE PROCEDURE - BY REPORT	1C	1C	1C	1C
3110	PULP CAP - DIRECT (EXCLUDING FINAL RESTORATION)	19	23	26	29
3120	PULP CAP - INDIRECT (EXCLUDING FINAL RESTORATION)	14	15	19	21
3220	THERAPEUTIC PULPOTOMY (EXCLUDING FINAL RESTORATION)	47	55	62	69
3221	PULPAL DEBRIDEMENT - PRIMARY AND PERMANENT TEETH	47	55	62	69
3230	PULPAL THERAPY (RESORBABLE FILLING) - ANTERIOR - PRIMARY TOOTH (EXCLUDING FINAL RESTORATION)	47	55	62	69
3240	PULPAL THERAPY (RESORBABLE FILLING) - POSTERIOR - PRIMARY TOOTH (EXCLUDING FINAL RESTORATION)	47	55	62	69
3310	ROOT CANAL THERAPY - ANTERIOR (EXCLUDING FINAL RESTORATION)	226	257	294	328
3320	ROOT CANAL THERAPY - BICUSPID (EXCLUDING FINAL RESTORATION)	298	345	388	435
3330	ROOT CANAL THERAPY - MOLAR (EXCLUDING FINAL RESTORATION)	382	438	496	553
3346	RETREATMENT OF PREVIOUS ROOT CANAL THERAPY (RCT) - ANTERIOR	226	257	294	328
3347	RETREATMENT OF PREVIOUS RCT - BICUSPID	298	345	388	435
3348	RETREATMENT OF PREVIOUS RCT - MOLAR	407	468	530	590

BellSouth Dental Assistance Plan (DAP) Effective January 1, 2005
BellSouth Retiree Dental Assistance Plan (RDAP) Effective January 1, 2005

Code	Description of Procedure	Schedule Numbers			
		1	2	3	4
3351	APEXIFICATION/RECALCIFICATION – INITIAL VISIT (APICAL CLOSURE/CALCIFIC REPAIR OF PERFORATIONS – ROOT RESORPTION – ETC)	100	117	132	145
3352	APEXIFICATION/RECALCIFICATION – INTERIM MEDICATION REPLACEMENT (APICAL CLOSURE/CALCIFIC REPAIR OF PERFORATIONS – ROOT RESORPTION – ETC)	100	117	132	145
3353	APEXIFICATION/RECALCIFICATION – FINAL VISIT (INCLUDES COMPLETED RCT – APICAL CLOSURE/CALCIFIC REPAIR OF PERFORATIONS – ROOT RESORPTION – ETC)	100	117	132	145
3410	APICOECTOMY/PERIRADICULAR SURGERY – ANTERIOR	161	189	213	238
3421	APICOECTOMY/PERIRADICULAR SURGERY – BICUSPID FIRST ROOT	244	279	321	358
3425	APICOECTOMY/PERIRADICULAR SURGERY – MOLAR FIRST ROOT	244	279	321	358
3430	RETROGRADE FILLING – PER ROOT	230	268	305	341
3450	ROOT AMPUTATION – PER ROOT	132	150	173	194
3910	SURGICAL PROCEDURE FOR ISOLATION OF TOOTH WITH RUBBER DAM	157	178	204	228
3920	HEMISECTION (INCLUDING ANY ROOT REMOVAL) – NOT INCLUDING ROOT CANAL THERAPY	98	113	129	144
3999	UNSPECIFIED ENDODONTIC PROCEDURE – BY REPORT	IC	IC	IC	IC
4210	GINGIVECTOMY OR GINGIVOPLASTY – PER QUADRANT	145	165	189	210
4211	GINGIVECTOMY OR GINGIVOPLASTY – 1 – 3 TEETH	43	48	53	62
4240	GINGIVAL FLAP PROCEDURE (INCLUDING ROOT PLANNING) – PER QUADRANT	147	172	194	218
4241	GINGIVAL FLAP PROCEDURE (INCLUDING ROOT PLANNING) – 1 – 3 TEETH – PER QUADRANT	74	86	97	109
4245	APICALLY POSITIONED FLAP	147	172	194	218
4249	CLINICAL CROWN LENGTHENING – HARD TISSUE	215	246	278	311
4260	OSSEOUS SURGERY (INCLUDING FLAP ENTRY AND CLOSURE) – 4+ MORE CONTIGUOUS TEETH – PER QUAD	358	411	464	518
4261	OSSEOUS SURGERY (INCLUDING FLAP ENTRY AND CLOSURE) – 1 – 3 TEETH – PER QUAD	179	206	232	260
4263	BONE REPLACEMENT GRAFT – FIRST SITE IN QUADRANT	149	172	196	220
4264	BONE REPLACEMENT GRAFT – EACH ADDITIONAL SITE IN QUADRANT	228	263	298	333
4266	GUIDED TISSUE REGENERATION – RESORBABLE BARRIER – PER SITE – PER TOOTH	147	172	194	218
4267	GUIDED TISSUE REGENERATION – NONRESORBABLE BARRIER – PER SITE – PER TOOTH	147	172	194	318
4268	SURGICAL REVISION PROCEDURE	IC	IC	IC	IC
4070	PEDICLE SOFT TISSUE GRAFT PROCEDURE	218	251	283	384
4271	FREE SOFT TISSUE GRAFT PROCEDURE (INCLUDING DONOR SITE SURGERY)	263	304	345	384
4273	SUBEPITHELIAL CONNECTIVE TISSUE GRAFT PROCEDURE	263	304	345	384
4274	DISTAL OR PROXIMAL WEDGE PROCEDURE	97	110	128	61
4275	SOFT TISSUE ALLOGRAFT	263	304	345	384
4276	COMBINED CONNECTIVE TISSUE AND DOUBLE PEDICAL GRAFT	481	554	628	768
4341	PERIODONTAL SCALING AND ROOT PLANNING – 4+ CONTIGUOUS TEETH OR BOUNDED TEETH SPACED PER QUADRANT	55	64	75	81
4342	PERIODONTAL SCALING AND ROOT PLANNING – 1 – 3 TEETH – PER QUADRANT	28	32	37	41
4355	FULL MOUTH DEBRIDEMENT TO ENABLE COMPREHENSIVE PERIODONTAL EVALUATION AND DIAGNOSIS	171	204	230	252
4381	LOCALIZED DELIVERY OF CHEMOTHERAPEUTIC AGENTS VIA A CONTROLLED RELEASE VEHICLE INTO DISEASED CREVICULAR TISSUE – PER TOOTH – BY REPORT (ACTISITE)	IC	IC	IC	IC

BellSouth Dental Assistance Plan (DAP) Effective January 1, 2005
BellSouth Retiree Dental Assistance Plan (RDAP) Effective January 1, 2005

Code	Description of Procedure	Schedule Numbers			
		1	2	3	4
4910	PERIODONTAL MAINTENANCE PROCEDURES (FOLLOWING ACTIVE THERAPY)	43	48	53	62
4920	UNSCHEDULED DRESSING CHANGE	29	34	39	43
4999	UNSPECIFIED PERIODONTAL PROCEDURE - BY REPORT	IC	IC	IC	IC
5110	COMPLETE DENTURE - MAXILLARY	495	572	646	723
5120	COMPLETE DENTURE - MANDIBULAR	481	553	627	700
5130	IMMEDIATE DENTURE - MAXILLARY	520	600	678	758
5140	IMMEDIATE DENTURE - MANDIBULAR	481	553	627	700
5211	MAXILLARY PARTIAL DENTURES - RESIN BASE (INCLUDING ANY CONVENTIONAL CLASPS - RESTS AND TEETH)	536	616	700	779
5212	MANDIBULAR PARTIAL DENTURES - RESIN BASE (INCLUDING ANY CONVENTIONAL CLASPS - RESTS AND TEETH)	536	616	700	779
5213	MAXILLARY PARTIAL DENTURES - CAST METAL FRAMEWORK WITH RESIN DENTURE BASES (INCLUDING ANY CONVENTIONAL CLASPS - RESTS AND TEETH)	518	596	675	755
5214	MANDIBULAR PARTIAL DENTURES - CAST METAL FRAMEWORK WITH RESIN DENTURE BASES (INCLUDING ANY CONVENTIONAL CLASPS - RESTS AND TEETH)	504	582	660	735
5281	REMOVABLE UNILATERAL PARTIAL DENTURE - I PIECE CAST METAL (INCLUDING CLASPS AND TEETH)	311	361	411	457
5410	ADJUST COMPLETE DENTURE - AXILLARY	31	35	41	45
5411	ADJUST COMPLETE DENTURE - MANDIBULAR	23	26	29	32
5421	ADJUST PARTIAL DENTURE - MAXILLARY	31	35	41	45
5422	ADJUST PARTIAL DENTURE - ANDIBULAR	23	26	29	32
5510	REPAIR BROKEN COMPLETE DENTURE BASE	48	57	64	70
5520	REPLACE MISSING OR BROKEN TEETH - COMPLETE DENTURE (EACH TOOTH)	37	44	50	55
5610	REPAIR RESIN DENTURE BASE	48	57	64	70
5620	REPAIR CAST FRAMEWORK	53	62	69	77
5630	REPAIR OR REPLACE BROKEN CLASP	34	39	44	48
5640	REPLACE BROKEN TEETH - PER TOOTH	37	44	50	55
5650	ADD TOOTH TO EXISTING PARTIAL DENTURE	61	69	77	87
5660	ADD CLASP TO EXISTING PARTIAL DENTURE	87	100	116	129
5670	REPLACE ALL TEETH AND ACRYLIC ON CAST METAL FRAMEWORK (MAXILLARY)	140	161	182	202
5671	REPLACE ALL TEETH AND ACRYLIC ON CAST METAL FRAMEWORK (MANDIBULAR)	140	161	182	202
5710	REBASE COMPLETE MAXILLARY DENTURE.	92	107	121	134
5711	REBASE COMPLETE MANDIBULAR DENTURE.	92	107	121	134
5720	REBASE MAXILLARY PARTIAL DENTURE.	81	94	106	118
5721	REBASE MANDIBULAR PARTIAL DENTURE.	81	94	106	118
5730	RELINE COMPLETE MAXILLARY DENTURE (CHAIRSIDE)	101	118	133	147
5731	RELINE COMPLETE MANDIBULAR DENTURE (CHAIRSIDE)	101	118	133	147
5740	RELINE MAXILLARY PARTIAL DENTURE (CHAIRSIDE)	89	103	117	130
5741	RELINE MANDIBULAR PARTIAL DENTURE (CHAIRSIDE)	89	103	117	130
5750	RELINE COMPLETE MAXILLARY DENTURE (LAB)	142	161	182	205
5751	RELINE COMPLETE MANDIBULAR DENTURE (LAB)	142	161	182	205

BellSouth Dental Assistance Plan (DAP) Effective January 1, 2005
BellSouth Retiree Dental Assistance Plan (RDAP) Effective January 1, 2005

Code	Description of Procedure	Schedule Numbers			
		1	2	3	4
5760	RELINE MAXILLARY PARTIAL DENTURE (LAB)	131	150	172	191
5761	RELINE MANDIBULAR PARTIAL DENTURE (LAB)	131	150	172	191
5810	INTERIM COMPLETE DENTURE (MAXILLARY)	244	287	322	360
5811	INTERIM COMPLETE DENTURE (MANDIBULAR)	305	354	399	448
5850	TISSUE CONDITIONING - MAXILLARY	48	57	64	70
5851	TISSUE CONDITIONING - MANDIBULAR	48	57	64	70
5860	OVERDENTURE - COMPLETE - BY REPORT	IC	IC	IC	IC
5861	OVERDENTURE - PARTIAL - BY REPORT	IC	IC	IC	IC
5899	UNSPECIFIED REMOVABLE PROSTHODONTIC PROCEDURE - BY REPORT	IC	IC	IC	IC
5999	UNSPECIFIED MAXILLOFACIAL PROSTHESIS - BY REPORT	IC	IC	IC	IC
6053	IMPLANT/ABUTMENT SUPPORTED REMOVABLE DENTURE FOR COMPLETELY EDENTULOUS ARCH	IC	IC	IC	IC
6054	IMPLANT/ABUTMENT SUPPORTED REMOVABLE DENTURE FOR PARTIALLY EDENTULOUS ARCH	IC	IC	IC	IC
6058	ABUTMENT SUPPORTED PORCELAIN/CERAMIC CROWN	342	397	449	501
6059	ABUTMENT SUPPORTED PORCELAIN FUSED TO METAL CROWN (HIGH NOBLE METAL)	371	427	483	542
6060	ABUTMENT SUPPORTED PORCELAIN FUSED TO METAL CROWN (PREDOMINANTLY BASE METAL)	342	397	449	501
6061	ABUTMENT SUPPORTED PORCELAIN FUSED TO METAL CROWN (NOBLE METAL)	353	407	460	515
6062	ABUTMENT SUPPORTED CAST METAL CROWN (HIGH NOBLE METAL)	354	408	462	516
6063	ABUTMENT SUPPORTED CAST METAL CROWN (PREDOMINANTLY BASE METAL)	353	407	460	513
6064	ABUTMENT SUPPORTED CAST METAL CROWN (NOBLE METAL)	322	372	421	470
6065	IMPLANT SUPPORTED PORCELAIN/CERAMIC CROWN	342	397	449	501
6066	IMPLANT SUPPORTED PORCELAIN FUSED TO METAL CROWN (TITANIUM - TITANIUM ALLOY - HIGH NOBLE METAL)	371	427	483	542
6067	IMPLANT SUPPORTED METAL CROWN (TITANIUM - TITANIUM ALLOY - HIGH NOBLE METAL)	354	408	462	516
6068	ABUTMENT SUPPORTED RETAINER FOR PORCELAIN/CERAMIC FPD	342	397	449	501
6069	ABUTMENT SUPPORTED RETAINER FOR PORCELAIN FUSED TO METAL FPD	371	427	483	542
6070	ABUTMENT SUPPORTED RETAINER FOR PORCELAIN FUSED TO METAL FPD (PREDOMINANTLY BASE METAL)	342	397	449	501
6071	ABUTMENT SUPPORTED RETAINER FOR PORCELAIN FUSED TO METAL FPD (NOBLE METAL)	353	407	460	515
6072	ABUTMENT SUPPORTED RETAINER FOR CAST METAL FPD (HIGH NOBLE METAL)	354	408	462	516
6073	ABUTMENT SUPPORTED RETAINER FOR CAST METAL FPD (PREDOMINANTLY BASE METAL)	353	407	460	513
6074	ABUTMENT SUPPORTED RETAINER FOR CAST METAL FPD (NOBLE METAL)	322	372	421	470
6075	IMPLANT SUPPORTED RETAINER FOR CERAMIC FPD	342	397	449	501
6076	IMPLANT SUPPORTED RETAINER FOR PORCELAIN FUSED TO METAL FPD (TITANIUM - TITANIUM ALLOY - OR HIGH NOBLE METAL)	371	427	483	542
6077	IMPLANT SUPPORTED RETAINER FOR CAST METAL FPD (TITANIUM - TITANIUM ALLOY - OR HIGH NOBLE METAL)	354	408	462	516
6078	IMPLANT/ABUTMENT SUPPORTED FIXED DENTURE FOR COMPLETELY EDENTULOUS ARCH	IC	IC	IC	IC
6079	IMPLANT/ABUTMENT SUPPORTED FIXED DENTURE FOR PARTIALLY EDENTULOUS ARCH	IC	IC	IC	IC
6210	PONTIC - CAST HIGH NOBLE METAL	354	408	462	516
6211	PONTIC - CAST PREDOMINANTLY BASE METAL	353	407	460	513

BellSouth Dental Assistance Plan (DAP) Effective January 1, 2005
BellSouth Retiree Dental Assistance Plan (RDAP) Effective January 1, 2005

Code	Description of Procedure	Schedule Numbers			
		1	2	3	4
6212	PONTIC – CAST NOBLE METAL	322	372	421	470
6240	PONTIC – PORCELAIN FUSED TO HIGH NOBLE METAL	371	427	483	542
6241	PONTIC – PORCELAIN FUSED TO PREDOMINANTLY BASE METAL	342	397	449	501
6242	PONTIC – PORCELAIN FUSED TO NOBLE METAL	353	407	460	515
6245	PONTIC – PORCELAIN/CERAMIC	342	397	449	501
6250	PONTIC – RESIN WITH HIGH NOBLE METAL	371	428	484	542
6251	PONTIC – RESIN WITH PREDOMINANTLY BASE METAL	288	333	374	418
6252	PONTIC – RESIN WITH NOBLE METAL	349	399	452	504
6253	PROVISIONAL PONTIC	61	69	77	87
6600	INLAY – PORCELAIN/CERAMIC – 2 SURFACES	194	222	253	282
6601	INLAY – PORCELAIN/CERAMIC – 3+ MORE SURFACES	267	307	349	389
6602	INLAY – CAST HIGH NOBLE METAL – 2 SURFACES	194	222	253	282
6603	INLAY – CAST HIGH NOBLE METAL – 3+ SURFACES	267	307	349	389
6604	INLAY – CAST PREDOMINANTLY BASE METAL – 2 SURFACES	194	222	253	282
6605	INLAY – CAST PREDOMINANTLY BASE METAL – 3+ SURFACES	267	307	349	389
6606	INLAY – CAST NOBLE METAL – 2 SURFACES	194	222	253	282
6607	INLAY – CAST NOBLE METAL – 3+ SURFACES	267	307	349	389
6608	ONLAY – PORCELAIN/CERAMIC – 2 SURFACES	271	311	354	396
6609	ONLAY – PORCELAIN/CERAMIC – 3+ SURFACES	271	311	354	396
6610	ONLAY – CAST HIGH NOBLE METAL – 2 SURFACES	271	311	354	396
6611	ONLAY – CAST HIGH NOBLE METAL – 3- SURFACES	271	311	354	396
6612	ONLAY – CAST PREDOMINANTLY BASE METAL – 2 SURFACES	271	311	354	396
6613	ONLAY – CAST PREDOMINANTLY BASE METAL – 3- SURFACES	271	311	354	396
6614	ONLAY – CAST NOBLE METAL – 2 SURFACES	271	311	354	396
6615	ONLAY – CAST NOBLE METAL – 3+ SURFACES	271	311	354	396
6720	CROWN – RESIN WITH HIGH NOBLE METAL	370	427	483	537
6721	CROWN – RESIN WITH PREDOMINANTLY BASE METAL	367	424	480	536
6722	CROWN – RESIN WITH NOBLE METAL	391	452	513	570
6740	CROWN – PORCELAIN/CERAMIC SUBSTRATE	327	380	428	479
6750	CROWN – PORCELAIN FUSED TO HIGH NOBLE METAL	375	433	488	547
6751	CROWN – PORCELAIN FUSED TO PREDOMINANTLY BASE METAL	351	407	460	513
6752	CROWN – PORCELAIN FUSED TO NOBLE METAL	360	414	469	524
6780	CROWN – 3/4 CAST HIGH NOBLE METAL	334	385	436	486
6781	CROWN – 3/4 PREDOMINANTLY BASE METAL	334	385	436	486
6782	CROWN – 3/4 CAST NOBLE METAL	334	385	436	486
6783	CROWN – 3/4 PORCELAIN/CERAMIC	334	385	436	486
6790	CROWN – FULL CAST HIGH NOBLE METAL	366	422	480	531
6791	CROWN – FULL CAST PREDOMINANTLY BASE METAL	327	376	427	479
6792	CROWN – FULL CAST NOBLE METAL	328	380	430	481
6793	PROVISIONAL RETAINER CROWN	61	69	77	87

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Code	Description of Procedure	Schedule Numbers			
		1	2	3	4
6920	CONNECTOR BAR	84	97	110	122
6930	RECEMENT FIXED PARTIAL DENTURE	37	44	50	55
6940	STRESS BREAKER	84	97	110	122
6950	PRECISION ATTACHMENT	84	97	110	122
6970	CAST POST AND CORE IN ADDITION TO FIXED PARTIAL DENTURE RETAINER	124	144	162	182
6971	CAST POST AS PART OF FIXED PARTIAL DENTURE RETAINER	91	101	118	130
6972	PREFABRICATED POST AND CORE IN ADDITION TO FIXED PARTIAL DENTURE RETAINER	91	101	118	130
6973	CORE BUILD UP FOR RETAINER - INCLUDING ANY PINS	75	84	96	107
6980	FIXED PARTIAL DENTURE REPAIR - BY REPORT	IC	IC	IC	IC
6999	UNSPECIFIED FIXED PROSTHODONTIC PROCEDURE - BY REPORT	IC	IC	IC	IC
7111	CORONAL REMNANTS - DECIDUOUS TOOTH	32	39	43	48
7140	EXTRACTION - ERUPTED TOOTH OR EXPOSED ROOT (ELEVATION AND/OR FORCEPS REMOVAL)	32	39	43	48
7210	SURGICAL REMOVAL OF ERUPTED TOOTH REQUIRING ELEVATION OF MUCOPERIOSTEAL FLAP AND REMOVAL OF BONE AND/OR SECTION OF TOOTH	58	67	76	84
7220	REMOVAL OF IMPACTED TOOTH - SOFT TISSUE	96	110	124	141
7230	REMOVAL OF IMPACTED TOOTH - PARTIALLY BONY	130	149	171	189
7240	REMOVAL OF IMPACTED TOOTH - COMPLETELY BONY	156	177	202	226
7241	REMOVAL OF IMPACTED TOOTH - COMPLETELY BONY - WITH UNUSUAL SURGICAL COMPLICATIONS	156	177	202	226
7250	SURGICAL REMOVAL OF RESIDUAL TOOTH ROOTS (CUTTING PROCEDURE)	58	68	75	84
7260	OROANTRAL FISTULA CLOSURE	198	229	261	288
7261	PRIMARY CLOSURE OF A SINUS PERFORATION	198	229	261	288
7270	TOOTH RE - IMPLANTATION AND/OR STABILIZATION OF ACCIDENTALLY EVULSED OR DISPLACED TOOTH AND/OR ALVEOLUS	145	165	189	210
7272	TOOTH TRANSPLANTATION (INCLUDES REIMPLANTATION FROM 1 SITE TO ANOTHER AND SPLINTING AND/OR STABILIZATION)	145	165	189	210
7280	SURGICAL ACCESS OF AN UNERUPTED TOOTH	136	160	178	200
7281	SURGICAL EXPOSURE OF IMPACTED OR UNERUPTED TOOTH TO AID ERUPTION	89	101	117	130
7285	BIOPSY OF ORAL TISSUE - HARD	84	97	110	122
7286	BIOPSY OF ORAL TISSUE - SOFT	92	106	118	131
7290	SURGICAL REPOSITIONING OF TEETH	IC	IC	IC	IC
7291	TRANSSEPTAL FIBEROTOMY - BY REPORT	IC	IC	IC	IC
7310	ALVEOLOPLASTY IN CONJUNCTION WITH EXTRACTIONS - PER QUADRANT	68	79	89	98
7320	ALVEOLOPLASTY NOT IN CONJUNCTION WITH EXTRACTIONS - PER QUADRANT	81	92	107	118
7340	VESTIBULOPLASTY - RIDGE EXTENSION (SECONDARY EPITHELIALIZATION)	106	121	136	150
7350	VESTIBULOPLASTY - RIDGE EXTENSION (INCLUDING SOFT TISSUE GRAFTS - MUSCLE RE - ATTACHMENT - REVISION OF SOFT TISSUE ATTACHMENT AND MANAGEMENT OF HYPERTROPHIED AND HYPERPLASTIC TISSUE)	IC	IC	IC	IC
7410	EXCISION OF BENIGN LESION UP TO 1.25CM	IC	IC	IC	IC
7411	EXCISION OF BENIGN LESION GREATER THAN 1.25 CM	IC	IC	IC	IC
7412	EXCISION OF BENIGN LESION - COMPLICATED	IC	IC	IC	IC
7450	REMOVAL OR ODONTOGENIC CYST OR TUMOR - LESION DIAMETER UP TO 1.25CM	IC	IC	IC	IC

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Code	Description of Procedure	Schedule Numbers			
		1	2	3	4
7451	REMOVAL OF ODONTOGENIC CYST OR TUMOR – LESION DIAMETER GREATER THAN 1.25CM	IC	IC	IC	IC
7471	REMOVAL OF LATERAL EXOSTOSIS (MAXILLA OR MANDIBLE)	IC	IC	IC	IC
7472	REMOVAL OF TORUS PALATINUS	IC	IC	IC	IC
7473	REMOVAL OF TORUS MANDIBULARIS	IC	IC	IC	IC
7485	SURGICAL REDUCTION OF OSSEOUS TUBEROSITY	81	92	107	118
7510	INCISION AND DRAINAGE OF ABSCESS – INTRAORAL SOFT TISSUE	37	44	50	55
7520	INCISION AND DRAINAGE OF ABSCESS – EXTRAORAL SOFT TISSUE	IC	IC	IC	IC
7550	SEQUESTRECTOMY FOR OSTEOMYELITIS	IC	IC	IC	IC
7560	MAXILLARY SINUSOTOMY FOR REMOVAL OF TOOTH FRAGMENT OR FOREIGN BODY	IC	IC	IC	IC
7880	OCCCLUSAL ORTHOTIC DEVICE – BY REPORT (TMJ)	366	366	366	366
7950	OSSEUOS – OSTEOPERIOSTEAL – OR CARTILAGE GRAFT OF THE MANDIBLE OR FACIAL BONES – AUTOGENOUS OR NONAUTOGENOUS – BY REPORT	IC	IC	IC	IC
7955	REPAIR OF MAXILLOFACIAL SOFT & HARD TISSUE DEFECTS	IC	IC	IC	IC
7960	FRENUECTOMY (FRENECTOMY OR FENOTOMY) – SEPARATE PROCEDURE	117	134	156	172
7970	EXCISION OF HYPERPLASTIC TISSUE – PER ARCH	113	131	147	165
7971	EXCISION OF PERIOCORONAL GINGIVA	29	34	37	43
7972	SURGICAL REDUCTION OF FIBROUS TUBEROSITY	81	92	107	118
7995	SYNTHETIC GRAFT – MANDIBLE OR FACIAL BONES – BY REPORT	IC	IC	IC	IC
7999	UNSPECIFIED ORAL SURGERY PROCEDURE – BY REPORT	IC	IC	IC	IC
8010	LIMITED ORTHODONTIC TREATMENT OF THE PRIMARY DENTITION	202	234	264	294
8021	LIMITED ORTHO – RECORDS	122	140	160	177
8022	LIMITED ORTHO – INITIAL PLACEMENT	202	234	264	294
8023	LIMITED ORTHO – MONTHLY (MONTHLY VISITS)	41	45	53	58
8024	LIMITED ORTHO – RETENTION	134	156	176	196
8031	LIMITED ORTHO – RECORDS	122	140	160	177
8032	LIMITED ORTHO – INITIAL PLACEMENT	202	234	264	294
8033	LIMITED ORTHO – MONTHLY (MONTHLY VISITS)	41	45	53	58
8034	LIMITED ORTHO – RETENTION	134	156	176	196
8041	LIMITED ORTHO – RECORDS	122	140	160	177
8042	LIMITED ORTHO – INITIAL PLACEMENT	202	234	264	294
8043	LIMITED ORTHO – MONTHLY (MONTHLY VISITS)	41	45	53	58
8044	LIMITED ORTHO – RETENTION	134	156	176	196
8051	INTERCEPTIVE ORTHO – RECORDS	122	140	160	177
8052	INTERCEPTIVE ORTHO – INITIAL PLACEMENT	202	234	264	294
8053	INTERCEPTIVE ORTHO – MONTHLY (MONTHLY VISITS)	41	45	53	58
8054	INTERCEPTIVE ORTHO – RETENTION	134	156	176	196
8061	INTERCEPTIVE ORTHO – RECORDS	122	140	160	177
8062	INTERCEPTIVE ORTHO – INITIAL PLACEMENT	202	234	264	294
8063	INTERCEPTIVE ORTHO – MONTHLY (MONTHLY VISITS)	41	45	53	58
8064	INTERCEPTIVE ORTHO – RETENTION	134	156	176	196

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Code	Description of Procedure	Schedule Numbers			
		1	2	3	4
8071	COMPREHENSIVE ORTHO - RECORDS	122	140	160	177
8072	COMPREHENSIVE ORTHO - INITIAL PLACEMENT	624	718	811	906
8073	COMPREHENSIVE ORTHO - MONTHLY (MONTHLY VISITS)	77	89	101	111
8074	COMPREHENSIVE ORTHO - RETENTION	134	156	176	196
8081	COMPREHENSIVE ORTHO - RECORDS	122	140	160	177
8082	COMPREHENSIVE ORTHO - INITIAL PLACEMENT	624	718	811	906
8083	COMPREHENSIVE ORTHO - MONTHLY (MONTHLY VISITS)	77	89	101	111
8084	COMPREHENSIVE ORTHO - RETENTION	134	156	176	196
8091	COMPREHENSIVE ORTHO - RECORDS	122	140	160	177
8092	COMPREHENSIVE ORTHO - INITIAL PLACEMENT	624	718	811	906
8093	COMPREHENSIVE ORTHO - MONTHLY (MONTHLY VISITS)	77	89	101	111
8094	COMPREHENSIVE ORTHO - RETENTION	134	156	176	196
8210	REMOVABLE APPLIANCE THERAPY - CONTROL HARMFUL HABITS (REMOVABLE)	202	234	264	294
8220	REMOVABLE APPLIANCE THERAPY - CONTROL HARMFUL HABITS (FIXED)	202	234	264	294
8660	PRE - ORTHODONTIC TREATMENT VISIT	34	39	44	48
8670	PERIODIC ORTHODONTIC TREATMENT VISIT (AS PART OF CONTRACT)	77	89	101	111
8680	ORTHODONTIC RETENTION (REMOVAL OF APPLIANCES - CONSTRUCTION AND PLACEMENT OF RETAINER(S))	45	52	58	64
8690	ORTHODONTIC TREATMENT - (ALTERNATIVE BILLING TO A CONTRACT FEE)	IC	IC	IC	IC
8691	REPAIR OF ORTHODONTIC APPLIANCE	IC	IC	IC	IC
8692	REPLACEMENT OF LOST OR BROKEN RETAINER	134	156	176	196
8999	UNSPECIFIED ORTHODONTIC PROCEDURE BY REPORT	IC	IC	IC	IC
9110	PALLIATIVE (EMERGENCY) TREATMENT OF DENTAL PAIN - MINOR PROCEDURE	23	26	29	32
9220	GENERAL ANESTHESIA - FIRST 30 MINUTES	118	134	149	171
9310	CONSULTATION - (DIAGNOSTIC SERVICE PROVIDED BY DENTIST OR PHYSICIAN OTHER THAN PRACTITIONER PROVIDING TREATMENT)	34	39	44	48
9410	HOUSE CALL	57	64	75	83
9420	HOSPITAL CALL	67	77	85	97
9910	APPLICATION OF DESENSITIZING MEDICAMENT	15	19	21	25
9911	APPLICATION OF DESENSITIZING RESIN FOR CERVICAL AND/OR ROOT SURFACE - PER TOOTH	15	19	21	25
9930	TREATMENT OF COMPLICATIONS (POST - SURGICAL) - UNUSUAL CIRCUMSTANCES - BY REPORT	23	26	29	32
9951	OCCLUSAL ADJUSTMENT - LIMITED	41	45	53	61
9952	OCCLUSAL ADJUSTMENT - COMPLETE	133	156	176	196
9999	UNSPECIFIED ADJUNCTIVE PROCEDURE - BY REPORT	IC	IC	IC	IC

Key: IC = Amount applied is determined on an individual case basis.