



BellSouth Telecommunications
Labor Relations
1100 Peachtree Street NE
Suite 14A01
Atlanta, Georgia 30309

Salem C. Shunnarah
Senior Director
404 249-0150
404 249-0386 (FAX)

July 28, 2005

Ms. Beverly A. Hicks
Assistant to the Vice President
Communications Workers of America
District 3
3516 Covington Highway
Decatur, GA 30032

Dear Beverly:

Attached is a Memorandum of Agreement for the transfer of Internet Services employees, from the BellSouth.Net Working Agreement to the BellSouth Telecommunications, Inc. Working Agreement.

If you concur, please sign the document and return a copy to my office.

Sincerely,

A handwritten signature in black ink, appearing to read "Salem C. Shunnarah". The signature is fluid and cursive, with a long horizontal stroke at the end.

Attachment

MEMORANDUM OF AGREEMENT

This agreement between the Communications Workers of America (CWA) and BellSouth Telecommunications Inc. (BST) outlines the understanding reached by the parties for the transfer of Internet Services employees, as identified in Attachment 1, from the BellSouth.Net Working Agreement to the BellSouth Telecommunications, Inc. Working Agreement.

CONTROL CONTRACT

Unless specified otherwise below, the BST Working Agreement as negotiated with the CWA (effective August 8, 2004,) shall apply to the employees subject to this MOA.

TITLES and WAGE SCALE DESIGNATION CHANGES

From BellSouth.net		To BST	
WS	Title	WS	Title
5D	Customer Service Agent	27	Customer Service Associate

WAGES

1. Employees will be placed in the BST wage scale as identified above and slotted into a progression step that is equal to their weekly wage rate at the time the MOA is effective.
2. If there is not an exact match, the employee will be placed in the next higher step of the assigned wage scale.
 - a. An employee placed on a higher step will retain the step entry date of their previous wage scale, and their wage experience date will be adjusted accordingly.
3. Employees will receive a lump sum equal of 4% of their annual rate of pay (weekly rate times 52.2) effective with the date of this MOA.
4. The lump sums listed above will be included in the employee's next regular paycheck for the pay period that includes the effective date.

VACATION, HOLIDAYS and PERSONAL PAID DAYS

Time off chosen and/or designated for calendar year 2005 shall be treated as if these employees were entering a work group at the instance of the Company, i.e., employees shall keep their 2005 vacation and personal days as scheduled.

Employees will designate Personal Paid Days to be converted to Excused Work Days and to Optional Holidays as provided in BST Article 5. All such Personal Paid Days will be taken as originally scheduled. Additionally, employees shall be eligible to schedule one unpaid Excused Work Day to available days.

Any vacation or personal paid days taken before the effective date of this agreement will count toward the 2005 allotment. Employees will not receive any additional paid days as a result of this transfer.

LEAVES and BENEFITS

Employees who are on leaves or benefit absences will be returned to the BST bargaining unit and treated in accordance with the terms of this MOA.

UPGRADE and TRANSFER

This move is at the instance of the Company; and it will not affect the Time in Title/Exchange/Company. Such time will continue as if they had never moved.

PRIOR BST SERVICE

Employees who had prior BST service, were hired at the Start rate in the BellSouth.net bargaining unit, and had a reduction in pay as a result of that move shall have their wage experience credit adjusted to reflect their previous BST rate of pay.

FORCE ADJUSTMENTS

For purposes of force adjustments under BST Article 7, employees covered by this MOA will reside in the Large Business Services organizational unit.

GRIEVANCES

Any formal grievance as of the date of this MOA involving employees in this move will remain the responsibility of the appropriate Company and Union Representative who would have handled the grievance in the respective entity. Any such grievances are to be resolved under the terms of the BellSouth.net working agreement.

Additionally, any formal grievance of an alleged violation that occurred prior to the effective date of this MOA will be resolved under the terms of the BellSouth.net working agreement.

OMMISSION

The parties have attempted to include in this MOA all issues associated with the movement of work between the bargaining units. To the extent that a situation arises the parties did not contemplate, it is agreed to initiate discussion at the Executive Level in an effort to resolve such matter.

EFFECTIVE DATE

This MOA shall become effective on July 31, 2005.

For the Union

Beverly A. Hicks

Beverly A. Hicks
Assistant to the Vice President
CWA – District 3

8/1/05
Date

For the Company

Salem C. Shunnarah

Salem C. Shunnarah
Senior Director – Corporate Labor
BellSouth

8/1/05
Date

Name	Current Title	Status
Boyd, Adolphus	CUSTOMER SERVICE AGENT	Active
Creech, Tamara Square	CUSTOMER SERVICE AGENT	Active
Duffy, Mary	CUSTOMER SERVICE AGENT	Active
Fernandez, Vilma B.	CUSTOMER SERVICE AGENT	Active
Holland, Megan N.	CUSTOMER SERVICE AGENT	Active
Johnson, April	CUSTOMER SERVICE AGENT	Active
Lemons, Tiffany	CUSTOMER SERVICE AGENT	Active
McClendon, Rebecca S.	CUSTOMER SERVICE AGENT	Benefits
Smalls, Salon	CUSTOMER SERVICE AGENT	Active