

MEMORANDUM OF AGREEMENT
JOB OFFER GUARANTEE

This Memorandum of Agreement is entered into as of February , 2007 between the Communications Workers of America and BellSouth Telecommunications, Inc., BellSouth Affiliate Services Corporation, BellSouth Billing, Inc., and BellSouth Corporation – Headquarters. This Agreement shall be effective for the life of the 2004 Working Agreements.

Non management employees will have the option of a job offer guarantee to a non management vacancy within the BellSouth represented working agreements.

Revise the Master Ranking Sheet (MRS) to include Job Offer Guarantee (JOG). In the event no stay on payroll options can be honored the employee must chose an exit option:

- Termination Pay
- Partnership Job Bank
- SIPP
- Any available leaves

OR

- The employee may elect to invoke the Job Offer Guarantee

If the employee does not submit the MRS within the five day period, the employee will exit the payroll with termination pay and will forfeit their right to participate in the JOG.

If the employee indicates they want to participate in JOG, they will not be eligible for Partnership Job Bank, Sabbatical Leave or Technological Leave.

In order to qualify to elect Job Offer Guarantee:

- Employee must rank all stay on payroll options (excluding bumping) on the MRS
- Employee has not declined any vacancy or position offered during the surplus quarter including promotional moves (Article 7, 10 or 12 moves)

- Employee must qualify on the Verbal Spelling test or the replacement of the test if test standards change.
- Employee must meet expectations of the current job and must be satisfactory on the most recent six month or yearly performance evaluation.

JOG Offer:

- Employee must meet any applicable test requirements.
- Employee will have 48 hours to accept or reject the JOG offer.

Acceptance of JOG within the BST, BASC, BBI or BellSouth Corporation Working Agreement:

- Employee will have 7.01K return rights back to their original exchange and Company
- Employee will be covered by RPPP if accepts lower level position
- Employee will be entitled to relocation

Acceptance of JOG to other BellSouth Working Agreements:

- Employee will not retain 7.01K
- Employee will not be covered by RPPP
- Employee will not be entitled to relocation

Declination of JOG:

- Employee will be entitled to termination pay but any wages collected before JOG is made will be deducted from the termination amount.
- If employee is within three years of pension eligibility they may elect to take a Transitional Leave of Absence
- If employee rejects JOG, this fulfills the Company's obligation.
- Employee will retain extended medical benefits per Article 8.
- Employee will retain 7.02 recall from layoff rights
- Employee will be terminated from the payroll at management's discretion. Prior to the termination date, the employee may elect to take any unused earned time off, if available. Employee will be paid in lieu of any remaining vacation.
- The refusal to test for a position offered under the JOG is considered as a declination.

Miscellaneous

- JOG may include promotional moves. Employee will be considered as a Selector's Candidate.
- Job Offer Guarantee will not apply to employees hired on or after the date of the AT&T/BellSouth merger (12/29/06).
- If employee hasn't received a JOG after displacement date he/she shall remain on the payroll at his/her WS and shall be assigned any work first within any job title, within the exchange, or within 35 miles and then within the state or BellSouth region.
- Employees waiting on an offer under JOG are given priority consideration for equal or lower level vacancies in their home state, in seniority order, along with other employees listed under 7.01C. JOG employees will be given priority consideration for equal or lower level vacancies outside of their state, after employees listed under 7.01C, but prior to 7.02 recall from layoff.
- This agreement will be subject to the grievance procedure but not arbitration.
- Employees processed prior to 1-1-07 will not be eligible for JOG.

FOR THE UNION:

Noah Savant
Vice President, District 3

FOR THE COMPANY:

Mike Matthews
Vice President- Labor Relations