

effective date of schedule, employees absent from the town of their residence, and employees whom the Company was unsuccessful in its efforts to contact, unless they have expressed in advance a preference for a different available tour or an assignment to the relief force, shall be given assignments identical with their present assignments, if available. Employees who have not expressed a preference for an available tour, and for whom an identical assignment is not available, shall be assigned a tour of the same general type (MA, ME, A, etc.) with the nearest ending time to the ending time of their present assignment, or if a tour of the same general type is not available then a tour of a different type with the nearest ending time to the ending time of their present assignment.

- b. Employees on leave of absence who are expected to return on or before the effective date of the schedule who did not work during the present schedule and have not expressed a preference for choice of an available assignment on the new schedule shall be assigned any available tour or to the relief force.
  - c. Employees who are assigned to the relief force under this Section may exercise their seniority in preference for choice of tours to be worked by the relief force. If preferred tours are not available, they shall be assigned tours of the same general type with an ending time nearest the ending time of the preferred tour. If tours of the same general type are not available, they shall be assigned tours of a different type with the ending time nearest the ending time of the preferred tour.
4. After one or more employees with less seniority have been assigned, employees shall be placed on the seniority list described in "B2b" above immediately following the last employee who was assigned and shall have the next preference for choice of the assignments, upon any of the following conditions:

- Employees on leave of absence who were not expected to return before the effective date of the schedule.
  - Employees reporting into the work group for duty by transfer, engagement, re-engagement, etc.
  - Where it becomes known during the contacting for choice of tours that employees are to enter the work group under the provisions of Article 7 on or after the effective date of the new schedule.
5. Employees who enter the work group or who return to work (except those returning from vacation or benefits) after all employees on the seniority list have been assigned shall have no seniority for preference in choice of assignments on this schedule. However, employees (except those re-entering by transfer or re-engagement) who have been given an assignment on the new schedule, who return to the work group during the period the schedule is in effect, shall continue on such assignments for the duration of the schedule.
- a. Where employees enter the work group under the provisions of Article 7 after all assignments have been made, such employees shall exercise full seniority for choice of tours in the relief force and on separate schedules.
  - b. Employees mentioned in "5" above, who are considered as having no seniority for choice of assignments, will have no seniority for this purpose; but, where there are 2 or more such employees in the work group, they shall be afforded an opportunity to exercise seniority among themselves in preference for choice of assignments on the weekly work schedule.
6. Employees having their service bridged after the effective date of the new schedule, thus entitling them to additional seniority, shall have the opportunity to express preference

for choice of tours at the next time all employees within the group have an opportunity to express this preference. Until that time the old service date will determine seniority for choice of tours.

7. Where separate schedules are used for Saturday and/or Sunday, Holidays, Christmas Eve, New Year's Eve, and on days observed locally as holidays (which affect work loads, but are not observed as Company holidays), the following procedures shall be followed:
  - a. Concurrently with the posting of the basic schedule, the Company shall also post copies of separate Saturday schedules, if any, and Sunday schedules (or notices as illustrated in "2a" above).
    - 1) When changes are made in separate Saturday and/or Sunday schedules, the Company will post the new separate schedule (or a notice) by not later than Monday of the second week preceding the week in which the new schedule becomes effective.
    - 2) When separate holiday schedules or other separate schedules (as referred to above) are to be used, the Company will post a copy of the schedule (or notice) by not later than Monday of the fourth week preceding the week in which the schedule involved becomes effective. However, the rotation of holiday work, as provided under 3.02B, is to be applied only on holidays observed as authorized Company holidays.
  - b. Employees shall have the same seniority for preferences for choice of tours on separate schedules as they have for preference for choice of tours on the basic schedule. Where such separate schedules are used, employees who have different preferences for choice of tours for work on such schedules shall express a preference for choice of tours to be worked

on such schedules at the same time they express a preference for choice of tours on the basic schedule. For employees who do not express a different preference for choice of tours to be worked on such schedules, their preferences for choice of tours on the basic schedule shall be considered to be their preference for choice of tours on such separate schedules.

- c. Preferences for choice of tours shall continue in effect for the duration of the basic schedule unless changed as provided in "d" below. Employees who are to be assigned to work on Sundays or holidays, under the provisions of 3.02B shall be assigned, in accordance with their seniority, tours of their preference (or the nearest available tours as described in "3a" above), insofar as service requirements permit. Employees who express preferences for choice of tours under "d" below shall be assigned tours of their preference, if available, or the nearest available tour, in the order of seniority, among all those employees who are to be assigned to work on the day or days involved.
- d. Employees who wish to change their preferences for choice of tours on separate Saturday and/or Sunday schedules shall notify their supervisor of their preferences for choice of such tours by not later than noon Monday preceding the Thursday on which the work schedule involved will be posted. Employees who wish to change their preferences for choice of tours on other separate schedules shall notify their supervisor of their preference for choice of such tours by not later than noon Monday of the third week preceding the week in which the other separate schedule is to be worked. Such changes in preferences for choice of tours should specify that the change is for a particular day or for such separate schedules during the remainder of the basic schedule.

8. Notwithstanding any other provisions of this Article and 3.02, employees entering or returning to the work group who have not been given work assignments in the current weekly work schedule may be assigned any available tours until the assignments on the next posted weekly work schedule are effective.

**3.05 Force Movement - Operator Services Department (Operating Room Employees).**

- A. The term "force group" as used herein applies to a group of Operating Room employees who may exercise their seniority for choice of tours on the same basic schedule and who report to the same Manager-Operator Services. Any reference to a "work group" in the Working Agreement shall be considered as applying to a "force group" insofar as Operating Room Forces are concerned.
- B. Employees may submit requests in writing to their Manager-Operator Services for reassignment to another force group under the same Manager-Operator Services or to another force group in a different Manager-Operator Services Unit at the same place of reporting. Such requests will be valid for a period of 6 months.
- C. Requests, in order to be actively considered, must meet the following conditions and limitations:
  1. The employee has been a member of his/her present force group for at least 6 months.
  2. The employee feels such reassignment will permit him/her to better exercise his/her seniority for choice of tours in the new force group.
  3. Service requirements will permit the release of the employee from the present force group.
  4. The services of the employee can be utilized in the other force group.
  5. The employee has been trained and is presently qualified to perform the work of the other force group.

- D. Requests which meet the conditions and limitations of "C" above shall be granted in the order of seniority among all employees having a valid request in, and, insofar as practicable, such reassignments shall be made effective as of the effective date of the next basic schedule for the force group in which the employees are to be reassigned.
1. Employees who are to be reassigned to another force group as of the effective date of the new basic schedule shall be included in the order of their seniority on the posted seniority list for such force group prior to the date on which the Company begins contacting employees for choice of tours, even though they will not be reassigned until the effective date of the new schedule.
  2. Employees reassigned to another force group shall have the same seniority for choice of tours on separate schedules as they have for choice of tours on the basic schedule.
- E. Employees entering a force group by reassignment at their request who have not completed their vacation for the vacation year shall make a selection from any of the remaining available vacation periods, if service requirements do not permit them to take the periods previously selected.
- F. Employees who request reassignment from one force group to another at the same place of reporting who are not reassigned because of their failure to meet the conditions of "C5" above will be placed on a training list and shall remain on this list until reassignment is made or the expiration of the 6 months period, whichever comes first.
1. While the Company does not cross-train solely to provide more desirable tours, cross-training for such employees may, nevertheless, be appropriate. Insofar as service requirements permit, such employees will be given training in the order of seniority before other employees are given training on the work involved.

- G. During periods of light traffic, such as night, Saturday, Sunday and Holidays, one or more force groups or Manager-Operator Services Units may be assigned to handle the work which would otherwise be handled by other force groups and/or Manager-Operator Services Units.
- H. Ordinarily, a Manager-Operator Services Unit should consist of one force group for Operators. However, where there are multi-services provided within a Manager-Operator Services Unit and one force group is not practicable separate force groups (with separate schedules, seniority lists, and relief forces) may be used, provided each force group handles the work assigned to it without regularly relieving Operators in other force groups.
- I. When reassignments are to be made at the instance of the Company, consideration shall be given to the wishes of the employees insofar as service requirements permit.

**3.06 Assignment of Tours - Open-End Scheduling Procedures will apply for the following:**

- Operating Room Forces of Operator Services,
  - Centralized Repair Centers,
  - Service Evaluation Forces,
  - Service Representatives (not applicable for CPE),
  - *Sales Associate*,
  - Collections Representatives,
  - and any other administrative work unit as may be agreed to by the Company and the Union at the local level and concurred in at a higher level.
- A. In conformity with Article 13, the following procedures will be followed in the assigning of tours in 3.06 above.
    - 1. Where separate schedules are used for Christmas Eve, New Year's Eve, and on days observed locally as holidays, the Company will post a copy of the hours of operations by no later than Monday of the third week preceding the week in which the schedule involved becomes effective.

2. Employees will express their preferences for tours by completing and signing a "Choice of Hours" form and submitting it to the immediate supervisor or designated representative. Four separate preferences will be shown as follows: Weekday, Saturday, Sunday, and holidays. Employees will be assigned in accordance with their seniority tours for which they have expressed a preference, or, if such tours are not available, another tour of the same type, for Operating Room Forces only, tours (as specified in Table A of 3.07) or, if not available, a tour of a different type with an ending time nearest the ending time of the stated choice insofar as service requirements permit. Preferences recorded on this form will remain in effect until they are changed by the employee as provided below.
  - a. Weekday, Saturday or Sunday Schedules -- Any employee may change his/her preference for choice of hours for Weekday, Saturday or Sunday Schedules by submitting a revised "Choice of Hours" form by not later than Tuesday noon of the third week preceding the week he/she desires the change to be effective.
  - b. Holiday Schedules -- Any employee may change his/her preference for choice of hours on holiday schedules by submitting a revised "Choice of Hours" form by not later than noon Tuesday of the third week preceding the week in which the holiday schedule is to be worked.
3. Employees entering the work group (returns from leaves, transfers-in, instances where seniority has bridged, etc.) will, upon their entry, be inserted in the seniority list at the point their seniority dates indicate they should be placed. These employees will have the opportunity to exercise their seniority for choice of tours on the next posted weekly work schedule in accordance with the provisions of "2a" and "2b" above.



- a. For Operating Room Forces, Clerks and Service Assistants who are assigned to work as Operators will be placed on the seniority list below all Operators.
  - b. Regardless of any other provisions of this Article, employees entering or returning to the work group who have not been given work assignments in the current weekly work schedule may be assigned any available tours until the assignments on the next posted weekly work schedule are effective in accordance with the provisions of "2a" and "2b" above.
4. Regardless of the provisions of 1.27C, the determination of seniority credit for the choice of tours for a part-time employee will be made at the end of each calendar month. Where a part-time employee is changed to full-time status, such determination will be made at that time.
  5. During periods of lower call volume, such as night, Saturday, Sunday and Holidays, one or more units or Manager-Operator Services Units may be assigned to handle the work which would otherwise be handled by other units and/or Manager-Operator Services Units.
  6. Ordinarily, a Manager-Operator Services Unit should consist of one force group for Operators. However, where there are multi-services provided within a Manager-Operator Services Unit and one force group is not practicable, separate force groups (with separate schedules, seniority lists and relief forces) may be used, provided each force group handles the work assigned to it without regularly relieving Operators in other force groups.

### 3.07 Arrangement of Tours.

The length and arrangement of tours shall be as shown below:

**TABLE A**  
**EVENING AND NIGHT DIFFERENTIALS, TOUR LENGTHS AND ENDING TIMES FOR**  
**THE FOLLOWING JOB TITLES**

Type of Tour	Operator				Service Assistant			
	M/E	M/ES	A/E	A/ES	A/ES	E/NS	*N	**M/A
<b>Number of</b>								
<b>Work Hours</b>	<u>7 1/2</u>	<u>7</u>	<u>7 1/2</u>	<u>7</u>	<u>6 1/2</u>	<u>6</u>	<u>7 1/2</u>	<u>7 1/2</u>
7:15 PM	\$4.50	_____	\$4.50	_____	_____	_____	_____	_____
7:30 PM	\$4.50	_____	\$4.50	_____	_____	_____	_____	_____
7:45 PM	\$4.50	_____	\$4.50	_____	_____	_____	_____	_____
8:00 PM	\$4.50	_____	\$4.50	_____	_____	_____	_____	_____
8:15 PM	\$5.25	_____	\$5.25	_____	_____	_____	_____	_____
8:30 PM	\$6.00	_____	\$6.00	_____	_____	_____	_____	_____
8:45 PM	\$6.00	_____	\$6.00	_____	_____	_____	_____	_____
9:00 PM	\$6.00	_____	\$6.75	_____	_____	_____	_____	_____
9:15 PM	\$6.00	_____	\$6.75	_____	_____	_____	_____	_____
9:30 PM	\$6.00	_____	\$6.75	_____	_____	_____	_____	_____
9:45 PM	_____	\$7.50	\$8.25	_____	_____	_____	_____	_____
10:00 PM	_____	\$7.50	\$9.75	_____	_____	_____	_____	_____
10:15 PM	_____	\$7.50	_____	\$8.25	_____	_____	_____	_____
10:30 PM	_____	\$7.50	_____	\$8.25	_____	_____	_____	_____
10:45 PM	_____	\$7.50	_____	\$8.25	_____	_____	_____	_____
11:00 PM	_____	\$7.50	_____	\$8.25	_____	_____	_____	_____
11:15 PM	_____	_____	_____	\$9.00	_____	_____	_____	_____
11:30 PM	_____	_____	_____	\$9.75	_____	_____	_____	_____
11:45 PM	_____	_____	_____	\$9.75	_____	_____	_____	_____
12:00 MID	_____	_____	_____	\$9.75	_____	_____	_____	_____
12:15 AM	_____	_____	_____	_____	\$6.75	_____	_____	_____
12:30 AM	_____	_____	_____	_____	\$6.75	_____	_____	_____
12:45 AM	_____	_____	_____	_____	\$6.75	_____	_____	_____
1:00 AM	_____	_____	_____	_____	\$6.75	_____	_____	_____
1:15 AM	_____	_____	_____	_____	_____	\$6.75	_____	_____
1:30 AM	_____	_____	_____	_____	_____	\$6.75	_____	_____

\* Night - Differential of \$15.00 per week for tour starting at 10:00 PM or later and ending prior to or at 7:00 AM.

\*\*Morning/Afternoon - No differential except for tours beginning prior to 7:00 AM for which differential of \$4.50 is applicable.

KEY: M/E - Morning Evening  
M/ES - Morning Evening Short  
A/E - Afternoon Evening  
M/A - Morning Afternoon

A/ES - Afternoon Evening Short  
E/NS - Evening Night Short  
N - Night

**TABLE B**

**TOUR LENGTHS FOR ALL EMPLOYEES OTHER THAN  
THOSE COVERED BY THE PROVISIONS OF TABLE A ABOVE**

**8-Hour Tours**

**Employees Paid on Wage Scales:**

5, 6, 8, 12, 14, 16#, 20, 24, 25, 26, 28, 30 and 32.

# Compliance Assistants, Network Translations Assistants and Customer Service Assistants only.

**7 1/2-Hour Tours**

**Employees Paid on Wage Scales:**

2, 3, 4, 7, 10, 14, 16&, 18, 20@, 19, 21, 22, 23, 27, 32\* and 36.

\* Circuit Layout Assigners.

@ Provisioning Specialist only.

& Except Compliance Assistants, Network Translations Assistants and Customer Service Assistants.

**3.08 Relief Periods.**

A. Employees in an inside environment shall be granted a 15 minute relief period with pay during each session. Such relief periods shall be assigned or allowed as near the mid-point of the session as feasible or practicable, but in no event shall they be assigned to start less than one hour from the beginning or end of each session unless a service emergency develops.

1. In case of Operating Room Forces of Operator Services working the Afternoon-Evening Short (6-1/2 hours) and the Evening-Night Short (6 hour) tours, one 30 minute relief period shall be assigned as near the mid-point of the tour as practicable instead of the two 15 minute periods. The above language will be met if the 30 minute relief for 6-1/2 hour tours begins no earlier than 2-1/2 hours from the start of the tour and ends no later than 2-1/2 hours from the end of the tour. For the 6-hour tours, the 30 minute relief should begin no earlier than 2-1/4 hours

from the start of the tour and end no later than 2-1/4 hours from the end of the tour.

- B. All other employees shall be allowed appropriate relief treatment which shall be one period of 15 minutes during each session worked. The Company shall have the right to designate the time or hours during which any employee or group of employees may take such relief period. It is not the intent of the parties that the practices of the Company in the matter of granting relief periods shall be changed except in those instances where an employee or group of employees abuse or take improper advantage of rights under this Section.
- C. In cases of overtime connecting work, as defined in 1.04, when an employee requests time off for a meal period such request will be granted, without pay, if practicable in view of the nature or expected duration of the overtime work.

When an employee works at least the equivalent of a session, he/she will be granted a relief period, as described in "B" above, with pay.

## ARTICLE 4

### PAY AND BASIS OF COMPENSATION

#### **4.01 Pay for Work on a Week Day (Other than an Authorized Holiday).**

- A. Employees working on a week day shall be paid at the regular rate for all scheduled time worked, except as otherwise provided in this section.
- B. Employees working on a week day shall be paid at the overtime rate for all non-scheduled time worked and for scheduled time worked under the provisions of 3.03B3 except as otherwise provided in "D" below. Employees working a part tour of less than one-half a normal tour (including connecting time worked if any) on a week day when the weekly work schedule is in excess of the equivalent of 5 normal tours shall be paid as if such work were a call-out.

When work on a week day is a "call-out" as defined in 1.03, employees shall be paid at the overtime rate, subject to the following:

1. A minimum of 2 hours pay at the overtime rate if the call-out starts at or after 7:00 A.M. and before 7:00 P.M.
  2. A minimum of 3 hours pay at the overtime rate if the call-out starts at or after 7:00 P.M. and before 7:00 A.M.
  3. A minimum of 3 hours pay at the overtime rate for employees working tours ending at 8:00 P.M. or later if the call-out starts at or after 7:00 A.M. and before 7:00 P.M. the following day.
  4. A minimum of 1 hour pay at the overtime rate if the call-out is a remote and does not result in a job site visit.
- C. Scheduled time worked on a week day which is in excess of the equivalent of 5 normal tours worked during the calendar week as referred to in "1" below will be paid at the overtime rate except as otherwise provided in "D" below. (Also, see 3.03B3.)
1. Time worked on week days, Sundays, time worked and/or excused on a holiday, optional holiday, vacations or paid excused work days (other than time payable under "B" of 4.01, 4.02 and 4.04), and Union time not paid by the Company, up to the length of a normal tour, shall be included in determining the equivalent of 5 normal tours when computing weekly overtime due under "C" above.
  2. Optional holidays and paid excused work days must be scheduled 3 weeks in advance in order to be included in the equivalent of 5 normal tours.
  3. Where a normal work week is scheduled over a four-day period, the 5th, 6th and 7th days are considered premium days.
- D. Notwithstanding any other provisions of this Section, employees will be paid at the double time rate for all time worked in excess of 49 hours of work time in a calendar week.

In computing these hours, only time actually worked will be counted, except that excused time on an observed holiday which is considered as time worked under "C" above shall also be counted in computing the hours of work time. An Optional Holiday will not count as time worked towards 49 hours when scheduled in a week with a specified holiday. Furthermore, no more than one Optional Holiday will count as time worked towards computing 49 hours worked in a week.

- E. When scheduled hours are shifted by the Company, the new scheduled time worked on week days within 48 hours after notice of the shift but outside the previously posted schedule shall be paid at the overtime rate except as otherwise provided in "D" above.
- F. Scheduled time worked on week days which falls within 12 hours (11 hours for Operating Room Forces) from the scheduled end of the preceding tour shall be paid at the overtime rate except as otherwise provided in "D" above.
  - 1. An employee's exercise of his/her seniority for the choice of tours or the change of a schedule at the request of any employee does not obligate the Company to pay, under "F" above, for time worked at the overtime or double time rate.
- G. When employees have worked 14 or more hours in the 24 hours immediately preceding the starting time of a scheduled tour on a week day, time worked during such scheduled tour equal to the time worked in excess of 13 hours during the preceding 24 hours shall be paid for at the overtime rate except as otherwise provided in "D" above.
- H. When employees have worked on 13 or more consecutive days (scheduled or non-scheduled), they shall be paid beginning with the fourteenth day at the overtime rate or the double time rate, as appropriate, for all scheduled time worked on week days until the employees have been granted a day off.
- I. Where a scheduled week day is shifted by the Company from a work day to an off-day without 12 hours notice, employees

shall be paid on the new off-day for 2 hours at the overtime rate.

- J. Employees working on a week day falling on December 24 or on December 31 shall be paid at the overtime rate for all time worked after 7:00 P.M. except as otherwise provided in "D" above.
- K. Notwithstanding any provisions of this Agreement except 4.01F, 4.01H, and 4.01J, the overtime rate of pay shall not be paid to part-time employees until they have worked in excess of the length of a normal tour per day or 5 normal tours per week (see 2.01B).
- L. Occasional employees working on a week day shall be paid the regular rate of pay except that overtime rate of pay shall be paid for work in excess of the length of a normal tour per day or 5 normal tours per week except as otherwise provided in "D" above.
- M. Where the weekly work schedule is the equivalent of 5 normal tours and it includes a week day part tour of less than one-half a normal tour, employees shall be paid (in addition to pay under "A", "B", "C" and/or "D" above for the time worked) at the regular rate for the difference in time, if any, obtained by subtracting the scheduled time (and connecting time, if any) worked from one-half the length of a normal tour.

#### **4.02 Pay for Work on Sunday.**

- A. Employees, working on a Sunday, shall be paid at the Sunday rate (1-1/2 times the basic hourly rate) for all time worked not in excess of the length of a normal tour and shall also be paid any applicable evening or night differentials.
- B. Employees working on Sunday shall be paid at the overtime rate for all time worked in excess of the length of a normal tour.
- C. When work on Sunday is a "call-out" as defined in 1.03, employees shall be paid under "A" and "B" above, as appropriate, at the rate applicable for the time worked with a

minimum of 2 hours pay if the call-out starts at or after 7:00 A.M. and before 7:00 P.M. and a minimum of 3 hours pay if the call-out starts at or after 7:00 P.M. and before 7:00 A.M.

- D. Where a scheduled Sunday is shifted by the Company from a work day to an off-day without 12 hours notice, employees shall be paid for 2 hours at the Sunday rate.
- E. Where the weekly work schedule is the equivalent of 5 normal tours and it includes a Sunday part tour of less than one-half a normal tour, employees shall be paid (in addition to pay under "A" above for the time worked) at the regular rate for the difference in time, if any, obtained by subtracting the scheduled time (and connecting time, if any) worked from one-half the length of a normal tour.
- F. Where the weekly work schedule is in excess of the equivalent of 5 normal tours and it includes a Sunday part tour of less than one-half a normal tour, employees working such part tours shall be paid as if the hours were worked on a call-out under "A", "B" and "C" above.

#### **4.03 Pay for Authorized Holiday.**

- A. Employees other than those specified in "B" and "C" below shall be paid a day's regular pay for an authorized holiday irrespective of any payments under 4.04 for time worked on the holiday, except as provided in "1", "2", "3" and "4" below.
  - 1. Where the holiday is the sixth or seventh scheduled day as computed under 4.01C, the employee will be paid a day's pay at the overtime rate except as provided under 4.05B.
  - 2. Where no work is performed on the holiday and the scheduled and excused time on such holiday is in excess of 49 hours as computed under 4.01D, the employee will be paid a day's pay at the double time rate (see 4.05B).
  - 3. Absentees, meaning employees failing to report for scheduled work on the holiday, or on the last scheduled day preceding the holiday or the first scheduled day



following the holiday shall receive no pay for the holiday unless such absences are excused.

4. Employees excused for any reason without pay for 30 days or less and who perform no work during the calendar week in which the holiday occurs shall not be eligible for pay for the holiday except for absences during the first 7 days resulting from sickness, absence for Union time, or when the employee is absent as a result of acceptance of Company initiated excused time.
  5. Employees on leave shall not be eligible for pay for the holiday if the leave begins before or terminates after the holiday occurs in a particular week.
- B. Part-time employees engaged or re-engaged on or after January 1, 1981, shall be paid a holiday allowance at the straight time rate for all authorized holidays whether they are scheduled to work, scheduled and excused or not scheduled to work. The holiday allowance paid shall be prorated based on the relationship of the individual part-time employee's "part-time equivalent work week" to the normal work week of a comparable full-time employee in the same job title, classification and work group.
- C. Occasional employees working on the holiday shall be paid under "A" or "A1" above for an authorized holiday irrespective of any payments under 4.04 for time worked on the holiday.

**4.04 Pay for Work on Holiday.**

- A. Employees other than those specified in "H" below working on a holiday not in excess of the length of a normal tour shall be paid at the overtime rate except as otherwise provided in this section.
  1. Employees will be paid at the double time rate for time worked on an observed holiday, not in excess of the length of a normal tour, when such work time is in excess of 49

hours of work in the calendar week as computed under 4.01D.

2. Employees will be paid at the double time rate for time worked on an observed holiday, not in excess of the length of a normal tour, when such work time occurs on an observed holiday falling on Friday or Saturday and is in excess of 5 normal tours as determined in computing weekly overtime in 4.01C.
- B. Employees working on a holiday shall be paid at 2-1/2 times the basic rate for all time worked in excess of the length of a normal tour.
  - C. When work on a holiday is a "call-out" as defined in 1.03, employees shall be paid under "A", "B" and "D" of this section, as appropriate, at the rate applicable for the time worked with a minimum of 2 hours pay at the overtime rate if the call-out starts at or after 7:00 A.M. and before 7:00 P.M. and a minimum of 3 hours pay at the overtime rate if the call-out starts at or after 7:00 P.M. and before 7:00 A.M.
  - D. Where the weekly work schedule is the equivalent of 5 normal tours and it includes a holiday part tour of less than 1/2 a normal tour, employees shall be paid (in addition to pay under "A" above for the time worked) at the regular rate for the difference in time, if any, obtained by subtracting the scheduled time (and connecting time, if any) worked from 1/2 the length of a normal tour.
  - E. Where the weekly work schedule is in excess of the equivalent of 5 normal tours and it includes a holiday part tour of less than 1/2 a normal tour, employees working such part tours shall be paid as if the hours were worked on a call-out under "A", "B" and "C" above.
  - F. Where a scheduled holiday is shifted by the Company from a work day to an off-day without 12 hours notice, employees shall be paid on the holiday for 2 hours at the overtime rate unless paid under 4.03A1 or A2.

- G. Pay under this section is in addition to pay under 4.03.
- H. Part-time employees engaged or re-engaged on or after January 1, 1981.
  - 1. If such a part-time employee is scheduled and works on a holiday, in addition to the holiday allowance, the employee will be paid straight time for all hours worked not in excess of an equivalent full time tour for a comparable full-time employee. Payment to a part-time employee for hours worked in excess of an equivalent normal daily tour or work week for a comparable full-time employee shall be at the overtime rate or double time rate, as appropriate.
  - 2. If an employee works less than his/her scheduled hours, he/she shall be paid the holiday allowance plus pay for only those hours worked at the applicable rate as outlined above.
  - 3. If an employee is not scheduled to work on the holiday and is assigned to work, in addition to the holiday allowance, he/she shall be paid straight time for all hours worked within the equivalent full-time tour for a comparable full-time employee. Payment to a part-time employee for hours worked in excess of an equivalent normal daily tour or work week for a comparable full-time employee shall be at the overtime rate or double time rate, as appropriate.

**4.05 Non-Compounding of Overtime.**

- A. Notwithstanding any other provisions of this Agreement, employees shall not be paid for work on Sundays, week days, or holidays at any rate in excess of the overtime rate except to meet holiday pay requirements under 4.04B, double time requirements under either 4.01D, 4.03A2 or 4.04A, or where necessary to meet minimum pay requirements as stated in 4.01B, 4.01J, 4.02C, 4.02D and 4.04C.

- B. When an employee is paid at the double time rate for time worked within the length of a normal tour on a holiday, the holiday pay, equal to the time worked that is paid at the double time rate, will be paid at the regular rate irrespective of the provisions of 4.03A1.

**4.06 Equalization of Premium Pay Work Opportunity.** (CPE see Customer Markets Addendum)

- A. Opportunity for premium pay work shall be equalized insofar as practicable within each work group.
1. Insofar as practicable, overtime shall be assigned to employees who desire it.
  2. In connection with the Union's review of an alleged grievance, the Company will furnish the record of premium pay hours worked by employees within the work group involved.
- B. The allocation of non-scheduled non-connecting overtime for: *(overtime for any titles listed in 4.06B utilized in Consumer Services, Finance, Operator Services, and Small Business Services is governed by overtime language contained in Appendix C, Part XII)* Facility Technician's Helper, Circuit Layout Assigner, Collections Representative, Customer Service Assistant, Communications Technician, Digital Technician, Dispatch Assistant, Electronic Technician, Facilities Assignment Specialist, Facility Technician, Frame Attendant, Line Translations Specialist, Maintenance Administrator, Material Service Coordinator, Network Attendant, Operator, Outside Plant Technician, Processor Technician, Provisioning Specialist, Repair Service Attendant, Sales Associate, Service Representative, Services Technician, Switching Equipment Installation Technician, Switching Equipment Technician, Systems Specialist Technician, Systems Technician and Testing Technician will be on the following basis:
1. At 11:00 A.M. on the Friday following the close of each payroll period an overtime report will be posted by each

employee's supervisor and made available to others who participate in the allocation of overtime. This list will be used for any overtime assignments made after the 11:00 A.M. posting that are to be worked during the 2-week period beginning at midnight on the Saturday following its posting. A separate report will be prepared for each work unit and will list the employees in order of the number of overtime hours worked during the report period. The overtime hours will include non-scheduled hours worked and scheduled weekly overtime hours worked.

- a. The overtime report will show for each employee, his/her name and the cumulative total of overtime hours worked during the elapsed portion of a 12-week period. The 12-week period will begin on the first day of a payroll period and conclude at the end of the twelfth week (sixth payroll period). Such 12-week periods will run consecutively. At the start of each 12-week period the overtime report will begin anew. Employees entering a new work unit (either temporarily or permanently) will be credited with an average of the cumulative hours accrued by the members of that work unit as shown on the current overtime report.
  - 1) If 2 or more employees in the work unit worked the same number of overtime hours, such employees will be grouped and listed in inverse order of their seniority.
  - 2) Overtime hours worked during the work day at a temporary location will be recorded on the overtime report for the temporary location as well as the home location.
  - 3) Employees who do not desire overtime must notify their supervisors in writing. This notification will be indicated by an asterisk on the report and will remain in effect until canceled in writing. The

initial notification and the subsequent cancellation must be received at least one week prior to the posting of the overtime report.

- 4) For situations where there are not enough qualified volunteers, the general manager or their designee and the Local President will meet to discuss alternatives before forcing overtime.
2. Non-scheduled, non-connecting overtime will be offered to available qualified employees in the work unit, excluding those who do not desire overtime, in the inverse order of overtime hours worked during the previous period. In work units where a stand-by technician has been designated as described in 4.06B8, the stand-by technician(s) will be contacted prior to any other employees on the overtime list.
  3. When an employee declines, after being offered a non-scheduled, non-connecting overtime assignment, the next qualified employee on the overtime report, omitting those who do not desire overtime, will be contacted. This procedure will be followed until someone accepts or all available qualified employees in the unit have been contacted and offered the assignment. Should all available qualified employees in the unit decline, the overtime will be assigned to the employee lowest in seniority and qualified, including those who do not desire overtime, unless the employee has a valid personal reason for not accepting the assignment or unless the employee has already worked 12 of overtime in the current week. Network Operations employees will be assigned no more than 10 hours of overtime in a calendar week during 3 months in a calendar year or no more than 12 hours in a calendar week during 9 months in a calendar year. The level of assigned overtime for each month shall be at the sole discretion of the Company. Months with equal levels of assigned overtime need not be contiguous.

4. When all available qualified employees in a given unit are needed to perform non-scheduled, non-connecting overtime work, such employees, including those who do not desire overtime, will be so advised when they are initially contacted. In this event they will be expected to accept the overtime assignment unless they have a valid personal reason for declining.
5. When a supervisor fails to offer non-scheduled, non-connecting overtime to available qualified employees in the inverse order listed on the report and offers the assignment to another employee or employees, the by-passed available qualified employees will be paid a penalty of 4 hours pay at the overtime rate. This penalty pay will be due only if the employee was available and qualified, but was not offered the call-out. The number of employees who are due penalty pay under this section will not exceed the number of employees who erroneously worked the overtime assignment. Penalty payments due under this section are to be reported the next work day following the date the employee, or the Union, and the supervisor agree that penalty pay is due the by-passed employee. Such penalty pay hours will not be included in determining the equivalent of 5 normal tours in computing weekly overtime.
6. Under this procedure an employee may be offered non-scheduled, non-connecting overtime without regard to his/her position on the overtime report if he/she has been working on such assignment to the extent that it could be completed in an economical manner.
7. Employees who are on vacation for one or more full weeks will be considered as unavailable beginning with Sunday of the first week and ending with Saturday of the last week. Employees who are on vacation for less than a week will be considered as unavailable on the day(s) they are on vacation.

8. Stand-by technicians (CPE see Customer Markets Addendum) will be available after normal hours or on non-scheduled days to respond within one hour to a call from the duty supervisor and will be available for contact via telephone or pager at all times during his/her period of duty.
  - a. Provided there are enough qualified volunteers, the Company may designate one or more stand-by technicians within a work unit. Designations will be rotated in seniority order among volunteers.
  - b. If there are not enough qualified volunteers, the Senior Director and Local President will meet in an attempt to resolve this issue.
  - c. Stand-by technicians may be assigned for periods of duty as follows:
    - a full week coverage (7 days - Monday - Sunday)
    - weekend coverage (2 days - Saturday and Sunday)
    - one-day coverage (holidays only)
    - 5-day coverage (Monday - Friday)

Designation as stand-by technician may be made for periods not to exceed one week before being rotated to the next available technician. Upon agreement with the Local President(s) and Director, the stand-by technician coverage may be expanded beyond his/her work unit area.

- d. The Company will give the participants and Local President 14 days advance notice prior to discontinuing the stand-by technician in a work unit. Employees who desire to be removed from the stand-by technician duties will give written notice 14 days prior to being removed from the list.

Any employee who subsequently wants to be placed on the stand-by technician list should notify his/her



immediate supervisor and will be placed at the end of the rotation list. The stand-by technician(s) will be the first called for non-connecting, non-scheduled overtime assignments except in cases of full-day call-outs.

- e. When more than one stand-by technician is designated in a work unit, the call-out assignments will be rotated among the designees for that period. Pay provisions for a stand-by technician on call are as follows:
  - 1) 1 hour's pay per day at the overtime rate for a scheduled work day.
  - 2) 2 1/2 hours' pay per day at the overtime rate for an unscheduled work day.
- f. Regular call-out payment provisions will apply in addition to "e" above.

C. Allocation of connecting overtime for employees described in 4.06B will be on the following basis:

- 1. Connecting overtime will be offered, insofar as practicable, to qualified employees in the work unit in the inverse order of appearance on the overtime report described in 4.06B1 omitting those who do not desire overtime.
  - a. The Company will give employees as much notice as practicable when connecting overtime will be required on any given day.
  - b. Employees having valid personal reasons for not working overtime on a particular day should notify their supervisor as far in advance as practicable.
  - c. When all available qualified employees, including those who do not desire overtime, in a given unit are needed to perform connecting overtime work, such employees will be so advised when they are initially contacted. In this event they will be expected to accept

the overtime assignment unless they have a valid personal reason for declining.

2. The Company will not be required to reassign a work assignment in progress at the end of the employee's tour because of his/her position on the overtime report.
  3. If all available (on duty) qualified employees decline the offered overtime, it will be assigned to the employee lowest in seniority and qualified on the overtime report including those who do not desire overtime unless there is a valid personal reason for not accepting the assignment or unless the employee has already worked 12 hours of overtime in the current week. Network Operations employees will be assigned no more than 10 hours of overtime in a calendar week during 3 months in a calendar year or no more than 12 hours in a calendar week during 9 months in a calendar year. The level of assigned overtime for each month shall be at the sole discretion of the Company. Months with equal levels of assigned overtime need not be contiguous.
  4. The penalty pay provision specified in 4.06B5 will not be applicable, as such, in the resolution of disputes which may arise as to the allocation of connecting overtime.
- D. Scheduled overtime in excess of 5 tours per week for employees described in 4.06B (4 tours for employees on 4-day work week schedules) will be allocated to qualified available employees in the inverse order of appearance on the overtime report in effect.
- E. When an employee in one of the titles listed in 4.06B has worked 12 hours of overtime in a week he/she will have the right to refuse further overtime without giving a reason except when long term service difficulties exist or when substantial service interruptions occur. Network Operations employees will be assigned no more than 10 hours of overtime in a calendar week during 3 months in a calendar year or no more than 12 hours in a calendar week during 9 months in a

calendar year. The level of assigned overtime for each month shall be at the sole discretion of the Company. Months with equal levels of assigned overtime need not be contiguous. The parties recognize that service difficulties for an extended period may develop from time to time during which suspension of the above overtime limitations would be appropriate. In the event such service difficulties develop, the Company and the Union will meet to discuss the problem and determine how to best deal with the situation.

- F. Insofar as practicable, the Company will give 2 hours notice prior to assigning connecting overtime.
- G. Nothing in this procedure will require the Company to offer a new overtime assignment to an employee who has already worked 15 hours of overtime in the current week.
- H. All employees have the option of either time off or overtime payments when the employee works overtime. (For CPE see Customer Markets Addendum)
  - 1. The option to take compensatory time off will be voluntary on the part of the employee and must be agreed to by the employee's supervisor and will be granted in accordance with 5.07F.
  - 2. Compensatory time off must be taken in the same payroll period in which the overtime occurred.
  - 3. Compensatory time off may only be taken for overtime hours worked at the 1 1/2 times rate. Such compensatory time off will be granted at the rate of 1 1/2 hours for each hour of overtime worked.
  - 4. For all employees, overtime hours worked and taken as compensatory time off will be considered overtime hours worked.
  - 5. There is no intent to change the way overtime is offered.

**4.07 Differential Payments.**

- A. Employees shall be paid, in addition to their basic rates, differentials for working tours which fall wholly or partly within the period 7:00 P.M. to 7:00 A.M., in accordance with Table "A" of 3.07 and "B", "C", "D", "E" and "F" below, as appropriate, except, the total number of differentials to be paid for any work between 7:00 P.M. and the following 7:00 A.M. shall not exceed 2.
- B. All employees, except those who work in Operator Services and are covered by the provisions of Table A of 3.07, will be paid differentials for those tours which fall wholly or partially within the period 7:00 P.M. to 7:00 A.M. in the amount of 10% of their basic wage rate.
- C. Where connecting overtime work (see 1.04) extends into a period for which evening or night differentials are payable, compensation for that day shall include a differential payment in the amount of 10% of the basic daily wage rate except that no such differential will be payable for time worked between the hours of 7:00 P.M. and 8:00 P.M.
- D. Where overtime of 4 or more hours duration is worked which does not connect with a scheduled tour, and any part of the overtime is between the hours of 7:00 P.M. and 7:00 A.M., compensation for that day shall include the proper proportion of the applicable differential payment.
- E. Only one evening or night differential shall be paid for work performed between 7:00 P.M. and the following 7:00 A.M. except in cases where an employee has earned such a differential under "C" or "D" above and starts his/her next scheduled work prior to 7:00 A.M.
- F. When an Operator Services employee is temporarily assigned to work on a job on a different wage scale performing duties other than those in Operator Services and works a normal tour for the job to which he/she is loaned, such employee shall be paid applicable evening and night differentials in the amount of 10% of his/her basic rate.

- G. Any employee, except Service Assistants and employees designated as Working Leader, directed by the Company to assist in the training of a group of employees will be paid, in addition to his/her basic rate, differentials for tours so worked in accordance with the following:
1. Basic Conditions:
    - a. Operators leaving their switchboard work to assist in the training of one or more Operators will be regarded as performing the duties of coach, and for such periods as they are so engaged will be entitled to receive the differential set forth in "2" below.
    - b. An Operator who handles regular duty at his/her switchboard position and, in addition, gives assistance and directions to an Operator in training in an adjacent position (the Operators' telephone sets of the 2 positions being bridged) will receive the differential set forth in "2" below. When an Operator in training is "plugged in" with another Operator for listening purposes only, and the other Operator is not called on to make explanations or render any assistance to the Operator in training, the other Operator is not entitled to the differential.
    - c. A Service Representative who assists in the training of another Service Representative or Communications Assistant who assists in the training of another Communications Assistant, in the manner described in "b" above for Operators, will receive the differential set forth in "2" below.
    - d. Employees paid on Wage Scales 10, 12, 14, 16 and 18 who are designated by the Company to train another employee to qualify for a work assignment, as differentiated from answering questions about his/her work or explaining his/her work duties as a matter of information, will receive the differential set forth in "2" below.

- e. Employees paid on Wage Scales 30 and 32 who are designated by the Company to give initial training to a newly appointed employee who has not received formal training will be paid a differential, as set forth in "2" below, for not more than 10 tours or 20 sessions for each employee so trained.
  - f. Except as limited by 4.07G, an employee who assists in the training of a group of employees will receive the differential set forth in "2" below.
2. Employees who perform training work will be paid a differential of \$4.00 per session for any session in which more than one hour of such work is performed.

#### H. Supervisory-Relief Differentials.

1. Rate of Differential. When an employee is designated by the Company to relieve a management employee or to perform supervisory work, he/she shall be paid a supervisory relief differential of 10% above his/her basic hourly rate of pay for such time worked provided he/she performs such work for 2 or more hours during the calendar week.
2. "Acting" Titles. When an employee is designated to perform temporarily the supervisory duties of a first line or higher supervisor and that designation is expected to run for a period of longer than 5 weeks, he/she shall be reclassified temporarily to the title of "Acting" for the supervisor being relieved. If an employee has been relieving a supervisor on a differential payment basis for a period of 5 weeks he/she shall be reclassified to the title of "Acting" if the relieving assignment is expected to continue for 5 or more additional weeks. Upon the end of an "Acting" designation, the employee shall receive the rate of pay to which his/her wage length of service entitles him/her on the job that he/she thereafter performs.

I. Working on Higher-Rated Job

1. An employee working temporarily on a higher-rated job classification within the bargaining unit shall receive a differential of 10% above his/her basic hourly rate of pay for such time worked provided he/she performs such work for 2 or more hours during the calendar week. (See 2.06 for wage computation.) Differentials are limited to those instances in which an employee is substituting in a job carrying a higher top basic weekly rate than the job on which the substituting employee normally works except that an employee in formal training for work on a higher-rated job classification within the bargaining unit but who has not been promoted to the higher-rated job classification shall receive differential payment during the period of such training (see 13.03A1).
2. In no event shall the basic pay of the employee substituting in a higher-rated job plus differentials under "1" above be more for a calendar week than his/her wage experience credit entitles him/her to receive when applied to the higher wage scale for the job on which he/she is temporarily working.
3. When an employee is designated temporarily to work full time on a higher-rated job classification within the bargaining unit and that designation is expected to run for a period of longer than 4 weeks, he/she shall be reclassified temporarily to the title of "Acting" in the higher-rated job classification and paid in accordance with 2.06. If an employee has been working on a differential payment basis for a period of 4 weeks, he/she shall be reclassified to the title of "Acting" if the relieving assignment is expected to continue for 3 or more additional weeks. Upon the end of such designation, the employee shall receive the rate of pay to which his/her wage length of service entitles him/her on the job that he/she thereafter performs.

J. Central City Differential. An employee whose designated place of reporting on a particular day is within one of the specified areas as described in "4" below, will be paid a Central City Differential for each day he/she works as follows:

1. An employee will be paid a Central City Differential of \$1.00 for each day he/she works after reporting to a qualified location, except that an employee who only works 1/2 the length of a normal tour or less will be paid 50¢.
2. Not more than one daily differential of \$1.00 will be paid to an employee on any one day.
3. The Central City Differential will enter into computations of overtime pay required under the terms of the Fair Labor Standards Act but will not be part of the basic rate for any other purpose nor enter into the computations of any payments under the "Short Term Disability Plan", the "BellSouth Pension Plan", or any other fringe benefits or differentials.
4. Central City Differential Areas.

The specific designated areas within which employees will receive the Central City Differential for each day they are assigned to, and report for work therein, are described as follows:

- a. Atlanta, Georgia

**Eastern Boundary**

Beginning at a point where Cumberland Road intercepts Fulton County line. South following line to I-20.

**Southern Boundary**

West on I-20 to Cherokee Avenue, South on Cherokee Avenue to Georgia Avenue, West on Georgia Avenue into Ralph David Abernathy Boulevard to CSX Railroad.



**Western Boundary**

North on CSX Railroad to Bankhead Highway, East on Bankhead into Northside Drive, North on Northside Drive to Norfolk Southern Railroad.

**Northern Boundary**

Northeast on Norfolk Southern Railroad to Peachtree Road, South on Peachtree to Beverly Road, East on Beverly Road to Montgomery Ferry Road to Monroe Drive, Southeast on Monroe Drive to Cumberland Road, East on Cumberland Road to the County line, the point of beginning.

- b. Birmingham, Alabama

**Eastern Boundary**

Beginning at the intersection of 10th Avenue North and 41st Street North, then South on 41st Street to 3rd Avenue South.

**Southern Boundary**

Beginning at the intersection of 41st Street and 3rd Avenue South, West on 3rd Avenue South to 14th Street.

**Western Boundary**

Beginning at the intersection of 3rd Avenue South and 14th Street, North on 14th Street to 1st Avenue North, then West on 1st Avenue North to 11th Street, then North on 11th Street to 8th Avenue North.

**Northern Boundary**

Beginning at the intersection of 11th Street and 8th Avenue North, East on 8th Avenue to 19th Street, then North on 19th Street to 11th Avenue North, then East on 11th Avenue North to 26th Street, then North to 12th Avenue North, then East on 12th Avenue North to Vanderbilt Road then South on Vanderbilt Road to

10th Avenue North, then East on 10th Avenue North to 41st Street.

c. Miami, Florida

**Eastern Boundary**

Beginning at a point where the city limits (N.E. 87th Street) meets Biscayne Bay, South following Biscayne Bay shoreline to S.E. 8th Street (Tamiami Trail).

**Southern Boundary**

West on S.E. 8th Street (Tamiami Trail) and S.W. 8th Street to S.W. 22nd Avenue.

**Western Boundary**

North on S.W. 22nd Avenue and N.W. 22nd Avenue to N.W. 36th Street, East on N.W. 36th Street to I-95, North on I-95 to city limits.

**Northern Boundary**

Follow city limits Northeast to Biscayne Bay, the point of beginning.

d. New Orleans, Louisiana

**Southern Boundary**

Beginning at the intersection of the Pontchartrain Expressway and the bank of the Mississippi River, West along the Pontchartrain Expressway to Annunciation Street, then South on Annunciation Street to Melpomene Avenue, then Northwest on Melpomene Avenue into Martin Luther King Boulevard to Claiborne Avenue.

**Western Boundary**

Beginning at the intersection of Martin Luther King Boulevard and Claiborne Avenue, Northeast on Claiborne Avenue to Iberville.

**Northern Boundary**

Beginning at the intersection of Claiborne Avenue and Iberville, Southeast on Iberville to Rampart Street, then Northeast on Rampart Street to St. Ann, then Southeast on St. Ann to the Mississippi River.

**Eastern Boundary**

Beginning at the intersection of St. Ann and the Mississippi River, South along the bank of the Mississippi River to Pontchartrain Expressway.

K. Basic Differentials.

Network Assistants on Wage Scale 14 and Network Translations Assistants on Wage Scale 16 whose length of tours is 8 hours will be paid differentials of 5% of their basic wage rates for scheduled hours worked not in excess of 40 (scheduled) hours per week.

These basic differentials will not be a part of the basic wage rate for any purpose, will not enter into computation of overtime pay required under the terms of the Fair Labor Standards Act, nor will they enter into the computations of any payments under the "Short Term Disability Plan," the "BellSouth Pension Plan," or any other fringe benefits or differentials.

L. Working Leader Differential.

Any employee performing duties as outlined in 1.39 will, be paid \$12.00 per week above the appropriate wage scale.

M. The retention differential is intended to encourage and reward employees who are willing to work in specific locations.

1. On an annual basis, the Company shall designate specific titles and work locations.
2. Eligible employees are those whose designated place of reporting on a particular day is one that has been specified as participating in the retention differential.

3. The retention differential shall be paid as follows for an eligible employee who reports to a qualified location:
    - Employees who have not met time-in-location shall receive \$3.50 per day
    - Employees who have met time-in-location shall receive \$15.00 per day
  4. An eligible employee who works 1/2 the length of a normal tour or less will be paid 1/2 the daily retention differential.
  5. Not more than one retention differential will be paid to an employee on any one day.
  6. The retention differential will enter into computations of overtime pay required under the terms of the Fair Labor Standards Act but will not be part of the basic rate for any other purpose nor enter into the computations of any payments under the “Short Term Disability Plan”, the “BellSouth Pension Plan”, or any other fringe benefits or differentials.
  7. The Company reserves the right to amend or discontinue the retention differential with 30 days advance notification to the Union at the Executive Level. Those employees affected by such a change would continue to receive the same differential for the remainder of that calendar year or for 6 months, whichever is greater.
- N. Employees who meet reasonable threshold requirements for multilingual positions, and who have been assigned/selected to work in a position for which these threshold requirements are required, will be paid \$2.50 per session for any session worked in a designated multilingual position.

#### **4.08 Payroll Periods and Paycheck Deliveries.**

- A. Employees in all departments will be carried on bi-weekly payrolls. There will be two (2) methods of paycheck and/or stub delivery to employees:

1. An employee may be paid by direct deposit to a checking or savings account at any financial institution that is a member of the U.S. Federal Reserve Automated Clearinghouse System. The paycheck stub will be mailed to the employee's home address 2-3 business days prior to payday. Payday will be on Friday following the close of each payroll period. Funds will be deposited in the employee's account effective Thursday following the close of a payroll (Friday when the previous Monday is a Company holiday).
  2. An employee not electing to participate in direct deposit will receive his/her paycheck by U.S. mail addressed to his/her home address. The paycheck will be mailed 2-3 business days prior to the payday.
- B. Lump sum payments for all employees will be delivered to the employee's established work location.
- C. CPE Only.
1. All employees will be carried on bi-weekly payroll and will be paid on Friday following the close of each payroll period as indicated below.
  2. The primary means of pay delivery is by direct deposit. Paychecks for employees not using direct deposit, and check stubs for those who do use direct deposit, will be made available at their established work location as near 11:00 A.M. on Friday as possible. When supervisors receive the paychecks or stubs on Thursday, they will be released at the end of the employees' tour.
  3. Lump sum payments will be handled via normal paycheck delivery process.

## ARTICLE 5

### HOLIDAYS, EXCUSED WORK DAYS AND VACATIONS

#### 5.01 Authorized Holidays

A. Ten holidays shall be authorized (6 specific holidays and 4 Optional Holidays) as follows:

1. Specified Holidays:

NEW YEAR'S DAY	LABOR DAY
MEMORIAL DAY	THANKSGIVING DAY
(Last Monday in May)	CHRISTMAS DAY
INDEPENDENCE DAY	

2. Optional Holidays: (CPE and Large Business see Customer Markets Addendum, *DSG* see Network Addendum)

Any day other than those specified in "1" above such as, but not limited to, Washington's Birthday, Good Friday, Veteran's Day, Martin Luther King's Birthday, employee's birthday, religious holidays or days of remembrance, etc., may be selected as an Optional Holiday. Where some other holiday has special local significance (such as Mardi Gras Day at New Orleans, LA), that day may be substituted for one of the four optional holidays if locally desired.

a. Employees shall designate 4 optional days as being their additional holidays. An Optional Holiday may be scheduled in a week with a specified holiday. Employees who have not made such designation by December 31st shall observe Washington's Birthday (third Monday in February), Good Friday, Veteran's Day (November 11) and the employee's birthday as appropriate.

- b. Employees hired or recalled from layoff *who have not previously worked in the calendar year are entitled to Optional Holidays in accordance with the following schedule:*

<i>From</i>	<i>To</i>	<i># of Days Eligible</i>
<i>January 1</i>	<i>March 31</i>	<i>4 days</i>
<i>April 1</i>	<i>June 30</i>	<i>3 days</i>
<i>July 1</i>	<i>September 30</i>	<i>2 days</i>
<i>October 1</i>	<i>November 15</i>	<i>1 day</i>
<i>November 16</i>	<i>December 31</i>	<i>0 days*</i>

\*Except for an Optional Holiday that has been determined to be a day of local significance, those hired or recalled from layoff after November 15 are not eligible for optional holidays in the current calendar year.

- c. Employees who are transferred into a work group where an Optional Holiday has been determined to be a day of local significance, and who have previously used all of their Optional Holidays will be excused and paid for the determined day.
- d. Employees who are transferred into a work group where an Optional Holiday has been determined to be a day of local significance, and who have remaining Optional Holidays will be required to use one of their remaining Optional Holidays as the determined day.
- e. Employees who leave the service of the Company, either pension eligible who retire and/or Article 7.01C, and who have a remaining Company designated optional holiday shall have the option to take the day off or be granted pay in lieu of such Company designated optional holiday as he/she was otherwise entitled to receive during the remainder of the current calendar year.

- B. Holiday schedules under "A1" above shall be rotated in accordance with 3.02B.
1. Optional Holidays under "A2a" above shall, insofar as service requirements permit, be scheduled and excused in the order of seniority among those employees who originally designated such day as their Optional Holiday.
  2. Optional Holidays may be changed at the request of an employee. Such changed Optional Holidays shall, insofar as service requirements permit, be scheduled and excused in the order of seniority among those employees who have requested a change in Optional Holidays after the provisions of "B1" have been complied with.
  3. Employees who are scheduled and excused and/or who work on an Optional Holiday shall be paid in accordance with 4.03 and 4.04 as appropriate. Such Optional Holidays shall be treated the same as specified holidays under other provisions of the Agreement.

**5.02 Holidays Falling on Sunday.**

When an authorized holiday falls on Sunday, the following Monday shall be recognized and observed as the holiday.

**5.03 Holidays Falling on Saturday.**

As to employees not normally subject to Saturday scheduling, if the holiday falls on Saturday the preceding Friday will be observed.

**5.04 Holidays within Vacation Period.**

When an authorized holiday falls within an employee's vacation period, an additional day of vacation shall be provided and selected in accordance with 5.07B.

**5.05 Excused Work Days.** (Flexible Excused Time for Large Business see Customer Markets Addendum; for *DSG* see Network Addendum)

- A. Eligibility. Each Temporary or Regular employee who has at least 6 months of seniority on January 1 of any given year will



be eligible for 4 Excused Work Days with pay and one Excused Work Day without pay during such year. Employees who do not work on their paid Excused Work Day will be paid for the day as if for a day worked provided they are on the active payroll of the Company on that scheduled Excused Work Day.

1. Employees returning from an authorized leave or recalled from lay-off who have not previously worked in the calendar year will be entitled to Excused Work Days in accordance with the following schedule:

Return Date	EWD Equivalent
January thru February	5 days (4 paid & 1 unpaid)
March thru April	4 days (paid)
May thru June	3 days (paid)
July thru August	2 days (paid)
September thru October	1 day (paid)
November thru December	0

- B. Part-time employees, regardless of classification, shall be eligible for Excused Work Days on a prorata basis based upon the ratio of any such part-time employee's equivalent work week to the normal work week of a comparable full-time employee.
- C. One paid Excused Work Day in each calendar year may be designated by the Company (except for CPE) for employees in a work group or in any larger group provided the employees in such groups would not be scheduled to work. Employees (except Occasional employees) in any such group for which an Excused Work Day is designated by the Company and who are not otherwise eligible for a paid Excused Work Day shall be excused and paid for such designated day provided they are on the active payroll of the Company on the designated Excused Work Day.

1. Employees who are transferred into a work group where an Excused Work Day has been designated by the Company and who have previously used all of their paid Excused Work Days will be excused and paid for such designated days.
- D. Employees who are absent with pay on their paid Excused Work Day for reasons other than observing it as an Excused Work Day shall have their paid Excused Work Day rescheduled if a vacation day would have been rescheduled under the same circumstances.
- E. If an employee agrees to work on his/her paid Excused Work Day or is assigned to work on a Company designated Excused Work Day in accordance with 3.02B, and the Company determines that the day cannot be rescheduled, he/she shall be paid as applicable in accordance with the following subparagraphs:
1. An employee who agrees to work on his/her Excused Work Day or has been notified that he/she will be required to work on a Company designated Excused Work Day before the work schedule becomes fixed shall receive one day's pay as set forth in "A" above in lieu of the paid Excused Work Day and shall, in addition, be paid in accordance with the provisions of this Agreement covering work on a scheduled day of work.
  2. An employee who agrees to work on his/her Excused Work Day or has been notified that he/she will be required to work on a Company designated Excused Work Day after the work schedule becomes fixed shall receive one day's pay as set forth in "A" above in lieu of the paid Excused Work Day and shall, in addition, be paid in accordance with the provisions of this Agreement covering work on a non-scheduled day.
  3. Time worked by an employee on his/her paid Excused Work Day shall be considered time worked on a regularly

scheduled day of work for all purposes except as is otherwise expressly provided in this Article.

- F. Time worked on a paid Excused Work Day, up to the length of a normal tour, shall be included in determining the equivalent of 5 normal tours when computing weekly overtime due under 4.01.
- G. Excused Work Days are not cumulative and may not be carried over by an employee from one calendar year to another except as provided in 5.12. An employee shall not be granted pay in lieu of his/her Excused Work Days except as stated in "E1" and "E2" above.
- H. Flexible Excused Work Day (FEWD). (Flexible Excused Time for Large Business see Customer Markets Addendum, for *DSG* see Network Addendum)
  - 1. Employee may designate and schedule one EWD to be used flexibly. (*Operator Services employees may designate and schedule one additional FEWD.*)
  - 2. The EWD may be divided into increments with a minimum of one hour for any increment.
  - 3. An increment may be taken at any time during the vacation schedule period up to and including the actual scheduled EWD provided his supervisor is notified before the beginning of the tour and not more than 25% of the work group has already been granted time off. In the event more than 25% of the work group is scheduled off, then the time may be granted consistent with the needs of the business.

Such time should not be taken on Mondays, except for emergencies unless the needs of the business will allow otherwise.
  - 4. The time may be taken based on the employee's personal need to take the time.
  - 5. If there is unused time available on the day of the so-scheduled EWD, the employee must take the remaining

time on the scheduled day. The flexible EWD may be rescheduled to any remaining available time at the request of the employee provided no portion of the flexible EWD time has been used.

## **5.06 Vacations.**

- A. Eligibility. Employees shall be granted a vacation with pay during each calendar year as follows:
1. One week of vacation to employees after completion of 6 months of seniority.
  2. Two weeks of vacation to employees after completion of 12 months of seniority. If seniority of 6 months and 12 months are both attained in the same calendar year, only 2 weeks of vacation shall be granted with the first week to be taken anytime after completion of 6 months of service and the second week only after completion of 12 months of service.
    - a. In instances in which an employee becomes eligible for a vacation week under "1" or "2" above on or after December 1, such vacation week may at the Company's option be scheduled and taken in the following calendar year provided it is completed prior to April 1.
  3. Two weeks vacation to employees who will complete 2 or more years of seniority within the calendar year in which the vacation is granted.
  4. Three weeks vacation to employees who will complete 7 or more years of seniority within the calendar year in which the vacation is granted.
  5. Four weeks vacation to employees who will complete 15 or more years of seniority within the calendar year in which the vacation is granted.
  6. Five weeks vacation to employees who will complete 25 or more years of seniority within the calendar year in which the vacation is granted.

**5.07 Scheduling Vacations, Optional Holidays, Days in lieu of Holidays which Occur During a Scheduled Vacation Week and Excused Work Days**

- A. Insofar as service requirements permit, vacations, Optional Holidays, days in lieu of holidays which occur during a scheduled vacation week and Excused Work Days may be taken at any time during the calendar year with as many vacation periods being made available during the desirable periods of the year as is consistent with service requirements. Not later than October 15th of the preceding year, the Company shall post a statement showing the available periods within which these days may be taken for the following year.
- B. Not earlier than November 1st the Company will make a reasonable effort to contact employees, in the order of their seniority, so that they may choose a vacation period, Optional Holidays, days in lieu of holidays which occur during a scheduled vacation week and Excused Work Days from those available except that an employee will not be permitted to select more than 4 weeks during the months of June through September.
  - 1. Employees who will not be readily available between November 1st and December 15 may express their preference for choices in advance of being contacted, and if available, their choices will be assigned as chosen in accordance with seniority, insofar as service requirements permit.
  - 2. Employees shall select in the priority herein set forth in seniority order and the selections will be granted insofar as service requirements permit.
  - 3. Employees not making a selection at the time of contact, employees not expressing advance choices, employees whose advance choice is not available, and employees whom the Company was unable to contact after a reasonable effort to do so shall be passed over but shall have the right to make a selection from the remaining

available vacation periods in accordance with their seniority at any subsequent time prior to December 15.

4. For an employee electing to take his/her vacation in segments, he/she shall be entitled to exercise preference for only one segment until all other employees who have expressed preference for his/her vacation or the first segment has been assigned or has been passed over because their preference was not available.
  - a. A segment of vacation is a continuous period of vacation (in full week increments beginning with Sunday of the first week and ending with Saturday of the last week) with no work time between the beginning and end of such vacation period.
    - 1) When work group size allows, the employee will not be scheduled to work the Saturday preceding a segment of vacation or the Sunday following a segment of vacation.
  - b. If the last day of the year falls on any day other than a Sunday, the week in which it falls will be considered as if the entire week were in the calendar year under selection. All vacation days taken during this segment will be from among those vacation days to which the employee is entitled during the calendar year under selection. Furthermore, the vacation day to be selected in lieu of the New Year's Day holiday will be rescheduled under "5" below.
5. After all vacations have been selected, a canvass will be made in seniority order for the selection of Excused Work Days (paid and non-paid), Optional Holidays and days in lieu of holidays which occur during a scheduled vacation week. Such scheduling will immediately follow the scheduling of vacation weeks and will be completed by December 15. This time will be chosen in seniority order within each vacation group with employees choosing all

such time off at one time even though the days selected may not be consecutive.

- a. In the scheduling of Excused Work Days, Optional Holidays, and days in lieu of holidays occurring during scheduled vacation weeks, the Company shall designate the days available and the number of employees to be off at any time during the calendar year under selection. These days will be designated in the same manner as the posting of vacation selection.
  - b. No restrictions will be imposed on the number of employees who may select any specific day as an Optional Holiday. However, if an employee selects a day on which no days are available on the lists, the provisions of 5.07D will not apply and the Company will honor these requests in seniority order as service requirements permit. Employees who choose an "unavailable" day as an Optional Holiday and who subsequently must be scheduled to work due to service requirements will be paid in accordance with 5.01B3.
  - c. If an employee selects an Optional Holiday on a date which is still available on the schedule, the provisions of 5.07D will be applicable.
6. Employees who have not made a vacation selection by December 15th, may select from the remaining available periods insofar as service requirements permit.
  7. During the selection period an employee who has made a selection will not be allowed to change that selection. Insofar as service requirements permit, an employee shall be assigned the periods of his/her choice.
  8. The "order of seniority" as used in this section shall be determined by the employee's seniority on January 1 of the vacation year.
  9. After these time-off assignments have been completed a list of such assignments shall be prepared and posted or

shall be otherwise available to employees throughout the calendar year.

10. The Company will give consideration to a request of an employee, based upon his/her impelling reasons, for a period not included in the posting under "A" above.
  11. In scheduling vacations, weeks in which a holiday falls will be scheduled in the same manner as other weeks. Any additional days of vacation due in accordance with 5.04 shall be chosen by the employee as outlined in 5.07B.
- C. Vacations and other time off will be rescheduled during the unexpired portion of the vacation year upon the request of any employee.
1. Provided no replacement is required, vacation and other time off shall be rescheduled upon the request of an employee.
  2. Where a replacement is required and an agreeable change can be made with another employee, vacation periods and other time off shall be rescheduled upon the request of an employee. (Not applicable to CPE, *DSG* and Large Business.)
  3. If an employee is ill on the first day of any full week of his/her vacation to the extent that he/she would be unable to take his/her vacation or return to work, such vacation shall be rescheduled upon his/her request in accordance with "a" or "b" below. Such illness, however, must be proven to the satisfaction of the Company and such proof may include adequate medical evidence. Likewise, if an employee experiences a death in his/her immediate family (as defined in 6.04C) on the first day of any full week of vacation, to include the preceding Saturday or Sunday, and reports the death no later than Monday of such week, it too shall be rescheduled at his/her request in accordance with "a" or "b" below.



- a. He/she may reschedule only the week in which he/she is ill or the death occurs; or
  - b. He/she may reschedule the week in which he/she is ill or the death occurs and all other full weeks that were scheduled to be taken consecutively with that week.
4. When an employee is ill and notifies the supervisor before his/her scheduled Excused Work Day or Optional Holiday, the day shall be rescheduled upon his/her request provided the illness is proven to the satisfaction of the Company. Such proof may include adequate medical evidence.
- D. Once vacations have been scheduled in accordance with "B2" above, and other time off in accordance with "B5" above, they shall not be changed at the initiative of the Company except as provided for in 5.09A, 5.11, and in cases where service requirements demand such changes or such changes will obviate the layoff or separation of other employees.
- E. It is not the intent of this article to require a shift in a vacation schedule to accommodate an employee who is entering a work group. If service requirements do not permit the employee to take his/her vacation as originally scheduled, such employee will select vacation from current available remaining periods. An employee entering a work group at the instance of the Company shall be permitted to take his/her originally scheduled vacation, except as provided in 5.07D.
- F. Subject to the needs of the business (service requirements), time-off not scheduled under "B" above will be granted in accordance with 5.07C. (For Large Business and CPE see Customer Markets addendum for *DSG* see Network Addendum)
1. Requests for time off will be granted on the basis of the earliest request to the employee's immediate supervisor. When multiple requests for a future date are received in a 24-hour period (midnight to midnight), requests will be granted on a seniority basis from such requests.

2. Requests for time off will be granted in the following order:
  - a. Vacations of a full segment.
  - b. All other periods of paid time.
  - c. Unpaid Excused Work Day requests.
  - d. Compensatory Time Off.
  - e. Unpaid departmental time (excused time).

G. A vacation shall not be changed to permit an employee to receive sickness pay except as provided in 5.07C3 and 5.07C4 nor shall a vacation be changed to permit an employee to receive vacation pay during a period of sickness except as provided in 5.10.

#### **5.08 Vacation Pay.**

Vacation pay is basic pay plus evening and night differentials and relieving differentials. Differentials, if any, to be included in vacation pay will be those received during the third week preceding the week any vacation period or segment begins but will not exceed 5 evening and night and 5 relieving differentials.

#### **5.09 Vacation Treatment to Employees Leaving the Service.**

- A. An employee who leaves the service before his/her vacation is completed shall be granted pay in lieu of such vacation as he/she was otherwise entitled to receive during the remainder of the current calendar year.
  1. Except as provided in "a" and "b" below, an employee who is granted a leave of absence (other than a sickness leave of absence) before his/her vacation is completed shall be paid in lieu of such vacation.
    - a. An employee who is granted a Union leave of absence under 26.02 shall be paid in lieu of vacation only for such scheduled vacation which falls within the initial leave period (this does not apply to a period covered by an extension of leave). If such employee does not return to work during the current calendar year, he/she

will lose his/her vacation or any remaining vacation and pay, if any, for the year involved.

b. Employees granted an Anticipated Disability Leave (ADL) will be given the option of:

- 1) Taking unused vacation prior to the effective date of the ADL.
- 2) Receiving pay in lieu of remaining vacation at the time of the commencement of the ADL.
- 3) Rescheduling unused vacation upon return to work from the ADL, providing the originally scheduled vacation fell within the ADL and the return is within the calendar year in which the vacation was originally scheduled.
- 4) Taking the vacation as originally scheduled upon return to work from the ADL.

2. An employee who leaves the service without completing 6 months of service or any employee who is dismissed for misconduct as distinguished from inability or unadaptability to perform properly the duties of the job is not entitled to vacation pay. An employee who leaves the service without completing 12 months of service is not entitled to vacation pay for the second week of vacation.

3. If an employee dies before his/her vacation is completed, payment under "A" above shall be made to the deceased employee's spouse, or if there is no spouse, to the employee's estate.

B. An employee transferring to another BellSouth company before his/her vacation is scheduled to begin shall receive such vacation before transferring to the other company if such transfer is arranged upon that basis. If the transfer is made before the vacation is given, the company receiving the employee on transfer will be so advised.

**5.10 Vacation Treatment for Employees Returning to the Service, Returning from Sickness, Transferring from Other Companies.**

- A. An employee who resumes employment following a leave of absence (other than a sickness leave of absence or an Anticipated Disability Leave) and who has not previously received his/her vacation for the year in which he/she resumes employment shall be eligible to a vacation when he/she has worked at least 13 weeks following his/her last paid vacation or pay received in lieu of vacation.
- B. An employee returning to work following a sickness absence, a sickness leave of absence, an Anticipated Disability Leave of Absence, or an employee resuming employment following a pension status shall be eligible to any of his/her vacation not previously taken during the current calendar year.
- C. An employee transferring to this Company from another BellSouth company who has completed 6 months or more of seniority shall receive vacation, in accordance with 5.06, for the current year from this Company covering that portion of vacation which the employee did not receive from the other company.
- D. "A" and "B" above notwithstanding, any employee returning to service in a temporary position shall be eligible to receive vacation treatment to which entitled after having completed 3 months in the temporary assignment.
- E. Employees recalled from layoff *or rehired* who have not previously worked in the calendar year will be entitled vacation in accordance with the following schedule:
  - 1st quarter..... 3/4 entitlement
  - 2nd quarter ..... 1/2 entitlement
  - 3rd quarter ..... 1/4 entitlement
  - 4th quarter ..... none

*F. Employees recalled from layoff, rehired or selected out of the PARTNERSHIP Job Bank in the same calendar year they were laid off, may buy back a prorated amount of vacation days they were paid in lieu of. Employees will have three days from the date of reporting to notify the Company of the number of days they desire to buy back. Repayment will be made in a lump sum within 60 days of reporting and before any days can be taken. Repayment must also be made within the same calendar year the employee reports. The amount of vacation days eligible to be bought back will be prorated in accordance with the following schedule based on the quarter in which the employee reports to work:*

*1st quarter ..... All of the days paid in lieu of*

*2nd quarter..... 3/4 of the days paid in lieu of*

*3rd quarter ..... 1/2 of the days paid in lieu of*

*4th quarter ..... 1/4 of the days paid in lieu of*

*The prorated amount will be rounded down to the nearest whole number to determine the number of days which may be bought back. Such days will be scheduled in accordance with 5.07F.*

#### **5.11 Vacation Treatment to Sick Employees.**

A. An employee with 6 months or more of seniority who is granted a sickness leave of absence before his/her vacation is completed shall be granted pay in lieu of such vacation as he/she was otherwise entitled to receive during the remainder of the current calendar year, except that an employee who has not completed 12 months of seniority is not entitled to the second week of such vacation until after the completion of 12 months of seniority.

B. An employee who returns to duty from sickness disability who has not received all vacation scheduled during the period of disability shall reschedule such vacation under the provision of 5.07C during the remainder of the calendar year in which the vacation was originally scheduled, subject to the exceptions in 5.12.

**5.12 Vacation and Other Time Off Limitations.**

- A. Vacations and other time off may only be carried over to the following year as follows:
1. As provided under 5.06A2a.
  2. A maximum of 5 days of eligible time off, excluding any Flexible Excused Work Day (FEWD) time. (FET for Large Business see Customer Markets Addendum, FET for *DSG* see Network Addendum)
  3. Employees who have vacation scheduled during December and become ill (Incidental Illness) during such vacation may include the missed vacation days in the 5 days that may be carried over into the following year, provided such time can not be rescheduled during the remainder of December, provided the employee has returned to work status by December 31st of the vacation year.
- B. Any vacation and other time off carried over to the following year must be rescheduled in accordance with 5.07C after January 1 with the selection to be completed by January 31 of that year.

**ARTICLE 6  
ABSENCES FROM DUTY**

**6.01 Personal Leaves of Absence.**

- A. Leaves of absence without pay shall be granted for good cause and for reasonable lengths of time provided service requirements permit and further provided there is nothing in the record of the employee requesting the leave which would prevent his/her re-employment.
1. Notwithstanding "A" above, an employee of more than one month of service who is sick and unable to resume work after 7 calendar days of such sickness, or after the expiration of sickness benefit payments when such payments are made shall be granted a leave of absence for

- a reasonable length of time unless eligible for coverage under the Long Term Disability Plan.
2. Leaves of absence and reinstatements from anticipated disabilities shall be handled in accordance with the Anticipated Disability Program Agreement.
  3. Employees granted leaves after sickness benefits have been exhausted shall have none of the period of such leaves included in computing their seniority.
  4. Where leaves are granted to employees with less than 3 months seniority, none of the period of leave shall be included in computing seniority.
  5. Where leaves are granted to employees within 12 months after returning from former leaves, none of the period of such subsequent leave shall be included in computing seniority.
  6. In leaves granted under 26.01 and 26.02, subject to the restriction contained therein, and those granted to employees for training in the Armed Forces, the entire period of absence shall be included in computing seniority. In all other leaves, except those specified in "3", "4" and "5" above, the first month only will be included in computing seniority.
  7. Leaves of absence for temporary employees shall not be granted or extended beyond the period for which the temporary employee was hired or in the case of employees hired under Article 7, beyond the date of the technological change.
- B. A complaint that a leave of absence or reinstatement thereafter was not granted in accordance with this section shall be subject to the grievance provisions contained in Article 21 but shall not be subject to arbitration.
- C. The reinstatement rights of an employee returning at the expiration of an authorized leave, other than from leaves granted under the Anticipated Disability Program Agreement,

are as follows when such employee has experienced no impairment which would render him/her unqualified to do the work and has not been guilty of misconduct during the leave which would have been proper cause for discharge.

1. The employee shall be reinstated in the same exchange/WRA on the same or an equal job at which he/she was working prior to the leave if work is available in such exchange and on such job; or
2. In the event work is not available as described under "1" above, the employee shall, upon his/her request, be granted an extension of leave and during such extension shall retain his/her reinstatement rights under this section or until he/she is offered reinstatement under "1" above, provided that the total time from the beginning of the leave period to the end of the last extension shall not exceed 2 years; or
3. In the event work is not available in "1" above, or in the event the employee does not elect to request an extension of leave under "2" above, the employee shall be reinstated in the same exchange/WRA on a lower-rated job than the one on which he/she was working prior to the leave if work is available in such exchange/WRA on such lower-rated job; or
4. In the event work is not available as described in "3" above, the employee shall be reinstated in any other exchange/WRA where work is available on the same or an equal job at which he/she was working prior to the leave.
5. If the employee requests reinstatement in any exchange/WRA other than as described in "1", "3" and "4" above he/she may be reinstated in that exchange/WRA on the same job held prior to the leave or on an equal or lower-rated job if he/she makes application in that exchange/WRA and work is available in such exchange/WRA and on such jobs.



- D. The reinstatement rights of an employee who desires to return from a leave before the expiration date of such leave shall be as follows: If work is available in the exchange/WRA to which he/she wishes to return on the same, an equal or a lower-rated job and he/she has experienced no impairment which would render him/her unable to perform the essential functions of the job with or without a reasonable accommodation and has not been guilty of misconduct during the leave which would have been proper cause for discharge, he/she may be reinstated. Consideration will be given his/her request for such reinstatement before any new employees are hired or temporary employees are reclassified to regular.
- E. When an employee on an authorized leave is offered work for a limited period and such work is accepted, the authorized leave will be suspended. Such work shall not affect the expiration date of the leave and does not affect the reinstatement rights of the employee thus working nor any other employee on leave.
1. Such a limited period shall not exceed 6 weeks for any employee unless a longer period is agreed upon for any particular situation by the Company and the Union at the State Level.
  2. The employee will again be on his/her authorized leave at the termination of such assignment.
    - a. An employee who is working for a limited period under a suspended leave shall, prior to its expiration and upon his/her request, be granted any extension of leave to which he/she is entitled upon the completion of the period previously authorized.
    - b. If work during a suspension extends beyond the expiration of the total leave limits and permanent employment is not available, the employee will be entitled to such termination pay as he/she would otherwise receive at the expiration of the leave limits.