

3. Prior agreement between the Company and the Union at the Executive Level is required to suspend a leave for an employee who went on leave from a title and within an exchange/WRA which is to be affected by a technological displacement.

F. Employees re-employed after authorized leaves shall exercise their seniority in accordance with Article 13.

6.02 Sickness Payments Prior to Eligibility Under Short Term Disability Plan.

A. The following unpaid waiting periods shall apply to persons absent from scheduled work because of being sick prior to eligibility for payments under the Short Term Disability Plan:

Completed Seniority	Unpaid Waiting Period
Prior to 2 years	All
2 years but less than 5 years	2 Days
5 years but less than 8 years	1 Day
8 years & over	None

1. Employees shall receive pay at the regular rate for scheduled time not worked on the day they become sick or return to work, except that employees with less than 8 years of seniority shall receive pay at the regular rate only for scheduled time not worked during the session they become sick or return to work.

2. Only one waiting period, as specified in "A" above shall apply to absences on account of the same case of sickness which begin in any 14 day period. Each such period shall consist of 14 consecutive full calendar days and shall begin with the day having the first unpaid session.

B. A part-time employee shall not be paid for absence due to sickness not under the "Short Term Disability Plan" unless such absence due to sickness occurs on a day of the week on which the employee is normally scheduled to work. Regular employees who are on the active payroll of the Company as of December 31, 1980, and who work part-time on or after

January 1, 1981 shall thereafter continue, during the current term of employment, to receive payments for the benefits and other items listed above on the same basis as was applicable to a part-time employee on December 31, 1980.

6.03 Extended Absence Due to Illness.

Payments for absence due to illness beyond the first 7 consecutive days are made in accordance with the Short Term Disability Plan or the Long Term Disability Plan, whichever is appropriate.

6.04 Absences Excused with Pay.

A. In addition to other provisions of this Agreement calling for absences with pay, employees shall be excused without loss of regular pay for absences due to, and in conformity with, any of the following:

1. Jury or witness duty. If reasonable notice is given to his/her supervisor, an employee shall suffer no loss of regular pay for the time necessarily consumed in the performance of jury or witness duty, and no deduction shall be made for any amount of monies received from civil authorities.
2. Quarantine. Absence due to unavoidable quarantine by the health authorities or a physician designated by the Company shall be subject to the same treatment as absence due to personal illness provided under 6.02.
3. Deaths. If reasonable notice is given to his/her supervisor, an employee shall suffer no loss of regular pay for a reasonable amount of scheduled time lost on account of death in the immediate family or household of such employee.
4. Elections. If reasonable notice is given to his/her supervisor, an employee shall suffer no loss of regular pay for a reasonable amount of scheduled time lost on account of service at the polls in connection with Federal, State, Municipal, County or Parish elections.

5. Voting. If reasonable notice is given to his/her supervisor, an employee shall suffer no loss of regular pay for time necessarily consumed in voting in any Federal, State, Municipal, County or Parish elections.
- B. Absences excused with pay other than those provided for in 6.04A may be permitted at the discretion of the employee's immediate supervisor.
- C. Immediate family within the meaning of 6.04 shall be defined as consisting of wife, husband, daughter, son, mother, father, brother, sister, grandmother, grandfather, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandchildren, stepchildren and stepparents.
- D. Household of employee means persons who regularly make their home with the employee as a part of the family.

6.05 Absence Payment Limitation.

No payment beyond 5 full days regular pay shall be made during any calendar week because of absences from duty.

6.06 Military Service.

- A. The provisions of the Uniformed Services Employment and Re-employment Rights Act of 1994, as now written and as it may be amended, hereinafter referred to as the "Act", will govern the obligations of the Company to grant employees leaves of absence for military service. The Secretary of Labor, the Office of Veterans Re-Employment Rights, Labor Management Services Administration, has offices in major cities with which contact may be made with respect to rights under the Act.
- B. The term Military Service includes active duty, active duty for training, initial active duty for training and full-time national guard duty with the Armed Forces of the United States.
- C. Absence from the job to perform military service with the Armed Forces will be categorized as follows:

1. Military absences less than 31 Days - Granted to employees who are members of a federally recognized Component of any branch of the Armed Forces, who are called out for a training period normally not to exceed 2 weeks or for active emergency service not in excess of 30 days. (If emergency extends beyond one month, a Personal Leave will be granted.) Requests to be excused for military training or duty involving absence of more than two weeks in one year will be considered individually.
 2. Military Leaves of Absence - Granted to an employee entering "active duty", as described in "B" above, covering the period from the date of entry through the date of discharge.
 - a. Military Leaves of Absence will be granted to regular and temporary employees. For the purposes of this section, temporary employees will include all temporary employees within the meaning of this Agreement except those who leave a "temporary position" within the meaning of the Act.
 - b. Employees who at the expiration of their military leaves of absence are requested to remain on active duty for the convenience of the federal government will have their leave extended in accordance with the Act providing the Company is furnished a copy of the employee's military orders extending the tour of active duty.
 - c. A copy of the appropriate military orders identifying the employee's name and period ordered to duty as described in "a" and "b" above must be furnished in all cases to the Company prior to the date of entry.
- D. Re-employment - Employees will be re-employed in accordance with the terms of the Act and in the same exchange/WRA or an exchange/WRA in the same general area on the same or equal job at which the employee was

working prior to the leave. Employees who do not apply for re-employment or who do not report within the timeframes listed below will be considered as resigned.

1. An employee who served 30 days or less must return to work on the next scheduled work day following completion of the active duty, provided a period of 8 hours has elapsed since completion of active duty.
2. An employee whose military service was more than 30 days but fewer than 181 days must submit a request for re-employment no later than 14 days after completing the service.
3. An employee serving more than 180 days must submit a request for re-employment no later than 90 days after completing the service.
4. An employee who is hospitalized or recovering from an illness or injury has up to 2 years in which to submit a request for re-employment.

Employees returning to work according to these prescribed timeframes will be reinstated with full seniority.

E. Pay Treatment.

1. "Government Pay" for the purposes of this section will include basic pay, pay for special or hazardous duty and, for those with dependents, the difference between quarters allowances established for members of the uniform services with dependents and those established for members of the uniform services with equal rank without dependents. Government pay is based on 7 calendar days per week when used to determine the differences between Company pay and Government pay.
2. "Company Pay" for the purposes of this section will be the amount of the employee's basic pay as defined in 1.24 of this Agreement. Company pay is based on the employee's regular weekly pay for the 5 scheduled work days per week prior to the beginning date of the absence for

military service when used to determine the difference between Company pay and Government pay.

3. Employees ordered as members of a Component or Unit to attend a training period, normally not to exceed 2 weeks, or to active emergency service for a period not to exceed 30 days, will be paid the amount, if any, by which their regular Company pay exceeds Government pay. However, it is not the intent of any of the foregoing to provide such payments for more than 10 work days in any one 12 month period unless such payments are made with Department Head level or higher approval.
4. Employees who are granted leave for military service under this Agreement will, when their Company pay is greater, receive the difference between their Company pay and their Government pay in accordance with the provisions of this section. Moreover, the period during which an employee is eligible for such difference in pay, if any, will be based on the employee's term of service and the type of entry into military service. Such pay determinations will be as follows:
 - a. Employees with less than one year of seniority who (1) are drafted or inducted or who are subject to induction and enlist for the minimum period into the military service, or (2) who are members of a Component (including the Reserve and National Guard) and the Unit or employee as an individual is involuntarily ordered or called into active duty will be paid for the first 2 weeks with an additional 3 months if the employee has a spouse and/or dependent children under 18 years of age on the beginning date of the leave for military service.
 - b. Employees with one year or more of seniority who (1) are drafted or inducted or who are subject to induction and enlist for the minimum period into military service, or (2) who are members of a Component

(including the Reserve and National Guard) and the unit or the employee as an individual is involuntarily ordered or called into active duty will be paid for the first 3 months with an additional 3 months if the employee has a spouse and/or dependent children under 18 years of age on the beginning date of the leave.

- c. Employees who have not previously served on active duty and who voluntarily enlist in a Reserve Component of the Armed Forces which requires the employee as a condition of the enlistment to perform a period of training duty usually for a 6 month period and upon completion of such training returns to Reserve status will be paid in accordance with "a" and "b" above.
- d. Employees not subject to induction but who voluntarily enlist in the Armed Forces for a period of active duty, regardless of seniority, will be paid the difference in pay for the first 2 weeks with no dependent pay.
- e. Employees who have dependents other than a spouse or child under 18 years of age at the commencement of the leave will, upon submission of proof of dependency, receive special payments from the Company not to exceed those provided for dependents herein.

F. Vacation Treatment.

1. Employees entering the military service, for which a leave has been granted, will be given such vacations to which they are entitled under this Agreement. A lump sum payment in lieu of any unused vacation to which an employee may be entitled at the date on which the leave begins will be made at that time.
2. Upon being re-employed after returning from leave, employees will receive any vacation to which they are

entitled under the provisions of the Agreement then in effect to the extent that such vacation may be taken within the current calendar year. The limitations contained in 5.10 of this Agreement will not be applicable.

3. Participation in training or emergency duty as outlined herein will not affect the regular vacation to which the employee may be entitled.

G. Concession Telephone Service.

1. When an employee is granted a military leave, concession telephone service may be continued during the period the employee is on leave provided the service is being furnished within the Company to the employee or a member of his/her family to whose support he/she contributes.

H. Payroll Deductions.

1. All payroll deduction authorizations will be canceled as of the date on which the military leave begins.

I. Application of Pay Treatment Where an Employee Reports for Military Service More Than Once.

1. If an employee has received payments as outlined above and returns to the employ of the Company and thereafter within 12 months of his/her return is granted another military leave, he/she will receive such pay in connection with such subsequent leave as provided in this section less the total amount of payments made in connection with such previous military service.
2. The amount of pay as provided above for an employee granted a military leave will be reduced by payments, if any, made (for absences during the 60 days prior to the effective date of the leave) to such employee excused and paid under this section.

J. Status Under the Short Term Disability Plan.

1. Employees re-employed by the Company under the provisions of 6.06 and in accordance with the Act will be entitled to full seniority for the period of absence in the Armed Forces.
2. Leaves for military services granted under this section will be with eligibility to death benefits, and with eligibility to sickness disability benefits at the termination of such leave if the employee is then incapacitated, all in accordance with the terms of the Short Term Disability Plan.
 - a. Death benefit payments, where payable in death cases occurring during the period of a leave for military service, will be based upon term of seniority at the time the leave was granted plus the elapsed time on the leave to the date of death and will be computed at the rate of Company pay which the employee was receiving at the time the leave began.
 - b. Sickness disability benefit payments, where payable, will be based upon seniority at the time the leave for military service was granted plus the elapsed time on leave to the termination of the leave and will be computed on the basis of the rate of Company pay in effect at the time of the employee's re-employment.
 - c. Nothing contained in this Section will prohibit the Employees' Benefit Committee from making payments of "Other Benefits" in certain cases.

ARTICLE 7

FORCE ADJUSTMENTS

7.01 Reduction in Force. (Also see Appendix A - Family of Skills).

- A. The Company will determine the necessity, extent and procedures for adjusting forces, subject to the procedural limitations set forth in this Article.

1. These procedures apply to both technological/operational efficiency and economic surplus except where specified.
2. The Company will endeavor to keep at a minimum the number of regular, full-time employees within a work group who will become surplus. To this end, the Company will utilize temporary employees as appropriate to supplement affected work groups prior to a known change which will diminish the total number of employees.

Notwithstanding 1.33, the Company may hire such employees on a temporary basis for an 18-month period (or less) prior to the scheduled date of a technological change. In the event the actual date of the change exceeds the scheduled date by 6 months, temporary employees will be reclassified to regular employees. Such temporary hiring may take place in the exchange/WRA where the change is to occur and in other exchanges/WRA to which the Company reasonably believes that regular employees affected by the change may desire to transfer.

3. A vacancy will not be considered to exist when an employee desires to follow his/her work to another exchange due to reorganization, relocation of existing work or centralization.
 - a. If the number of employees performing the work in the current exchange(s)/WRA(s) exceeds the number needed to perform the work in the new exchange/WRA, affected employees will be allowed, in seniority order, regardless of their current exchange/WRA, to follow their work to the extent that jobs are available.
 - b. Employees may elect to follow their work across state lines.
4. Surplus declarations will be made effective among regular employees performing essentially the same type of work within the surplus exchange/WRA* and the affected organizational unit. (See 1.17 for definition.) The

Company will notify, in writing, by 15th of month preceding surplus quarter the Vice President and appropriate State Director of the Union or their designees of all anticipated force reductions prior to the reductions.

* Timeline for notification not applicable for economic surplus declaration within CPE organization.

5. Except as limited by 7.01C3, employees announced surplus are eligible for Employment Security PARTNERSHIP services as described in Article 24. This program provides guidance to surplus employees on career counseling, training and retraining, job opportunities, etc.
6. The seniority of employees will be determined as of the date of displacement.

- B. Temporary employees hired under 7.01A2 will be separated first.

In the event it is unnecessary to terminate the services of all such employees, those to be retained will be selected in the order of seniority.

- C. If further force reductions are necessary, the following procedures should be followed.

If there is more than one force adjustment occurring simultaneously or within the same general time frame in the same exchange/WRA, the affected employees should be grouped for the purpose of reclassifying such employees to vacancies for which they qualify. However, subsequent force surpluses announced within the same general time frame will not affect the status of an employee who has previously been notified of assignment to a vacancy under these procedures.

The following employees (regardless of their present organizational unit) will, in order of seniority, receive priority consideration when the Company fills vacancies at and below the employee's current wage scale (regardless of the organizational unit in which the vacancies exist).

-- Surplus employees identified in 7.01A4.

- Employees on technological or sabbatical leaves whose leaves of absence are expiring in the exchange/WRA.
- Employees who have return rights to the title pursuant to 7.01K. (Present title or previous title in original exchange/WRA.)
- Employees who are participants in the Job Bank as described under 24.05D4.
- Employees described under 12.02F.
- Employees displaced from their current jobs because of permanent medical restrictions. (See 8.06B.)
- Employees holding part-time jobs in the same title where the vacancy exists, who were displaced into such status. The failure of an employee to accept a full-time status offer relieves the Company of any further obligation to offer that employee full-time status.

The normal sequence for handling this procedure shall be in accordance with the following steps and shall apply to both technological and economical surplus unless excluded in the step(s):

1. They will be reassigned to equal level vacancies for which they qualify within the Family of Skills in the exchange/WRA or any exchange/WRA within 35 miles.
2. SIPP, as described in 8.04, is granted in seniority order to employees performing essentially the same type work, first in the exchange/WRA, then in any exchange/WRA within 35 miles of the surplus exchange/WRA. Employees opting to take SIPP must have at least 1 year of seniority, are not entitled to enter the PARTNERSHIP Job Bank, and do not have recall rights.
3. Surplus employees may fill available vacancies for which they qualify, first in the exchange/WRA or in an exchange/WRA within 35 miles.

- a. Employees who decline an equal level vacancy will forfeit bumping rights and will forfeit termination pay unless equal level vacancy is filled *with surplus employee*.
4. Surplus/bumped employees will be provided with information on the current surplus and all their options and will have five (5) calendar days to rank their options:
- Current vacancies within state
 - Supplemental Income Protection Program (SIPP), including ESIPP
 - Transitional Leave of Absence
 - Sabbatical Leave of Absence
 - Technological Displacement Leave of Absence
 - Bumping rights or for bumped employee (remaining choice, if applicable, from the list of the original surplus employee who bumped).
- a. Surplus employees may fill available vacancies for which they qualify anywhere in the state.
- b. The Company will expand the SIPP option (ESIPP) to other employees or groups not affected by force adjustment as an additional method to reduce the surplus. Expanded SIPP will not be offered in order to create placement opportunities for employees who are not qualified or for whom extensive training in excess of 14 weeks would be required.

To be considered for SIPP or ESIPP, all employees other than surplus employees must notify the appropriate Company representative in advance that they will accept such an offer. The Company may offer, but is not required to offer, ESIPP to non-surplus affected employees for economic surplus.

Any placement opportunities created by SIPP and ESIPP will be filled in the order of seniority by surplus employees and will not be treated as vacancies under

other provisions of the contract relating to the filling of vacancies.

SIPP may also be granted when the return of a regular employee at the expiration of a leave of absence with mandatory return rights will create or add to a surplus. A senior employee performing essentially the same type work in the exchange/WRA or in an exchange/WRA within 35 miles may relieve such a surplus with SIPP. If no such employee has volunteered, the employee on leave may choose not to return to work and will be paid a termination allowance computed under 8.05B in lieu of processing. Otherwise, except for a Sabbatical Leave of Absence, the employee on leave will return to active employment and all the provisions of 7.01C will be applied.

c. Surplus employees who receive no equal level job offer in an exchange within 35 miles may elect to bump junior employees from the following groups:

1) 35-Mile List:

- Essentially the same type work in the exchange/WRA and in any exchanges/WRA(s) within 35 miles, same organizational unit, THEN
- Same title in the exchange/WRA and in any exchanges/WRA(s) within 35 miles, same organizational unit, THEN
- Family of Skills in the exchange/WRA and in any exchanges/WRA(s) within 35 miles, same organizational unit.

2) State Lists:

- Same title within the state, same organizational unit, *AND*
- Family of Skills within the state, same organizational unit.

Jobs that require extensive training (more than 14 weeks) will be excluded except when the surplus is in the same Family of Skills. Refusal of an offer to bump qualifies the employee for termination pay.

- d. Surplus employees who are within 36 months of actual age and/or service requirements for service pension eligibility may take a Transitional Leave of Absence. Both SIPP and ESIPP may be combined with a Transitional Leave.
- e. Surplus employees with at least 5 years seniority who have not taken a Sabbatical in the past 5 years may take an unpaid Sabbatical Leave of Absence for nine to 24 months. An expiring Sabbatical may be extended at the employee's option in increments of at least three months up to the maximum total period of 24 months. *At the expiration of a Sabbatical Leave, if no equal level vacancy is available, the employee will be eligible to enter the PARTNERSHIP Job Bank as described in Article 24.*
- f. Surplus employees (unless the surplus is economic) may take a Technological Displacement Leave of Absence. An employee who chooses to accept a leave of absence does not thereby forfeit his/her right to accept a transfer to another location to perform the same or related work or to be paid a termination allowance (technological leaves only), provided he/she gives notice that he/she wishes to change his/her option to accept a transfer or the allowance before the expiration of one year following his/her acceptance of the leave. In the event notice of a desire to change his/her option is given:
 - 1) The employee will be notified, in the order of seniority, of the next job vacancy at the exchange/WRA of his/her preference by letter to his/her last known address; or

- 2) He/She will receive a termination allowance computed under 8.05B as of the date of his/her leave of absence.
5. An employee to be laid off who previously declined an opportunity under 7.01A3 may follow his/her work, provided vacancies still exist in the new location. Any such moves will be considered to have been made at the instance of the Company.
- D. Surplus and bumped employees who cannot be placed under 7.01C are laid off with termination allowance computed under 8.05B. They are eligible for recall under 7.02.
 - E. The determination by the Company of the qualifications of an employee under 7.01 will be subject to the grievance procedure set forth in Article 21, and after the exhaustion of such procedure a charge of arbitrary action or bad faith will be subject to the arbitration procedure set forth in Article 23.
 - F. In the event the Company proposes, or agrees, to a termination allowance under 8.05A3 within 6 months after an employee has been reclassified under 7.01C and has been given training and has unsuccessfully performed new duties, such employee will be given a termination allowance under 8.05B, or, at the option of the employee, a transfer to an available vacancy for which he/she is qualified. (If the employee elects the termination allowance he is eligible to enter the PARTNERSHIP Job Bank as described in Article 24).
 1. Prior to invoking these provisions, the procedures outlined in 12.02F1 and F2 will be applied.
 2. In the event an employee offers impelling personal reasons for not accepting reassignment within the exchange/WRA, and elects not to accept a transfer to another exchange/WRA, he/she will be entitled to a termination allowance under 8.05B and will have recall rights under 7.02 as if he/she had been laid off from his/her former job.

- G. Employees accepting lower-rated jobs under 7.01C will be treated under the provisions of the Reassignment Pay Protection Plan (8.03B or C, as appropriate).
- H. Employees accepting offers of jobs that are not in the exchange/WRA or in an exchange/WRA within 35 miles under 7.01A3 or 7.01C will receive reasonable transfer and/or moving expenses as described in 9.01B.
- I. Any regular employee whose job is affected by a force surplus may *refuse reassignment under conditions 1 or 2 below and be paid a termination allowance. Employees whose options fall under condition 3 below and refuse a vacancy WILL NOT BE PAID A TERMINATION ALLOWANCE:*
- 1. Equal level vacancy to an exchange/WRA over 35 miles away*
 - 2. Lower rate of pay vacancy anywhere in the state*
 - 3. Equal or greater rate of pay vacancy within 35 miles*
- J. An employee one step out of the bargaining unit who is notified by the Company that his/her job is declared surplus locally may, if he/she has 5 or more years of seniority, be reassigned to a bargaining unit job within the same organizational unit in a title which he/she formerly held including "acting" titles, or to a job which he/she can satisfactorily perform, provided there are no employees with Article 7.01K rights and further provided such moves will not create a force surplus. The temporary loss of seniority provisions of 12.01G will apply if there is a subsequent force adjustment of any type.
- K. Employees transferred (including transfers across state lines) and/or demoted under **7.01A3**, 7.01C or 12.04 shall have the right, in order of their seniority, to return within 5 years to service in the exchange/WRA from which they were displaced as jobs become available in the job title they now hold or which they were holding at the time of transfer provided the employee has a valid request on file under 12.01B. The

employee may only have one 7.01K request on file. The rejection by the employee of an offer of a job pursuant to the above shall discharge the Company of any further obligation hereunder.

Employees demoted within the exchange/WRA under 7.01C above shall have the right, in order of their seniority, to be reinstated in a vacancy within 5 years, in the exchange/WRA, in the job he/she held at the time of his/her demotion, provided he/she has a valid request on file to be reinstated in such job. The rejection of an offer of a job, in the exchange/WRA, in the title held at the time of the demotion shall discharge the Company of any further obligation hereunder.

Employees who were originally displaced in this bargaining unit as a result of a surplus condition and as a result accepted a lower level job in the same exchange/WRA or an equal or lower level job in another exchange/WRA, and who were subsequently transferred at the instance of the Company to another bargaining unit, may be considered under the provisions of 7.01K if there are no surplus employees within this bargaining unit who have rights for these vacancies.

Vacancies that are filled under the provisions of 7.01K by such reinstatements will not be subject to the provisions of Article 12.

- L. The smallest appropriate subdivision which the Company may designate under 7.01 will be the organizational unit in an exchange/WRA. Company Headquarters will be considered as if it were a separate exchange/WRA except that Company Headquarters employees located outside of that exchange/WRA will be considered as being in the organizational unit and exchange/WRA where they are located.
- M. Although the filling of vacancies across entity lines under Article 7 is not subject to the grievance and arbitration procedures, the Company *will* consider employees who have

been identified as surplus in other entities and *may* place such employees in *equal or lower level* vacancies.

- N. Employees who are to be laid off as a result of being processed under 7.01 are eligible for participation in the PARTNERSHIP Job Bank as described in Article 24.
- O. Once regular employees have been displaced (separated or transferred) under the Force Adjustment procedures, temporary employees will not be utilized performing essentially the same type work in the same organizational unit, title, and exchange/WRA of the surplus declaration for at least two calendar quarters following the declared displacement date. These provisions will not apply when there are emergency conditions over which the Company has no control or advance notice.

7.02 Recalled After Layoff.

- A. Laid off employees will have the right to be recalled as follows:
 - 1. When a vacancy exists for a regular employee in an exchange/WRA and there are no employees who are to be placed in the vacancy under the procedures described in 7.01C, *7.01M*, 12.02F, 12.04, 24.05D4, or employees who have mandatory return rights, any employee(s) who is on layoff from the same Family of Skills in which that vacancy exists and who has requested such job will be offered the equal or lower level vacancy in order of seniority, from the list of laid off employees, provided they are qualified to perform the duties of the vacant job, and provided they were laid off from any exchange/WRA within the same state in which the vacancy exists.
 - a. Vacancies that are filled by the recalling of such laid off employees will not be considered as vacancies to be filled by the transfer and upgrade provisions of the Agreement.

2. When a vacancy exists for a regular employee in an exchange/WRA and there are no employees who are to be placed in the vacancy under the procedures described in 7.01C or employees who have mandatory return rights, any employee who is laid off in an equal or higher level title, who has an Article 12 request on file for the vacant title will be considered for the vacancy along with other active employee requestors under the appropriate provisions of Article 12.
3. Laid off employees may submit up to 6 requests for equal or lower rated titles, anywhere in the Company. Such requests will remain active for a period of 4 years from the date of layoff.
4. Any refusal of an offer of a requested equal or lower level job will discharge the Company of all obligations hereunder.
5. Notification under "A1" and "A2" above, will be sent by certified mail to such employee's last known address. The employee is responsible for keeping the Company advised of any change in address.
6. A former employee who wishes to accept such offer of re-employment will notify the Company of such intention within 5 work days and will normally return to the employment of the Company within 14 days from the date of such notification, which is conclusively to be presumed to have been given as of the date of the mailing of such notification.
 - a. Where the time periods specified in "A6" above will work an undue hardship on an employee, they may be extended.
7. No impairment which existed at termination of last preceding period of Company service will be considered as just cause for a denial of re-employment.

8. Any employee recalled under the provisions of this section within 4 years from the date of his/her layoff will have the continuity of his/her service protected, including seniority, and if his/her layoff was not for more than 6 months duration, he/she will be allowed service and seniority credit for such layoff unless it began within 12 months of a previous layoff.
9. Laid off employees selected for a lower rated job than the one from which they were laid off will not be eligible for the Reassignment Pay Protection Plan (RPPP), as outlined in 8.03B of the Agreement.
10. Laid off employees selected for jobs under 7.02A, in other exchanges/WRAs or who are selected for lower level jobs will have return rights as described under 7.01K.
11. Laid off employees will be recalled based upon their seniority date on the date of layoff.
12. *Laid off employees who are subsequently rehired into a higher rated job and who are unsuccessful within the first six months, shall retain their 7.02 recall from layoff status to their original laid off position.*
13. Decisions regarding the recall and filling of vacancies of employees under the provisions of 7.02 may be discussed between the appropriate CWA and Company representative. Such decisions, however, are not subject to the grievance and arbitration procedures.

7.03 Temporary Hiring of Laid Off Employees.

As a general practice the Company will endeavor to offer laid off employees any temporary vacancies for which they are qualified. Acceptance of such vacancies will not affect their status as a laid off employee.

ARTICLE 8
EMPLOYMENT SECURITY

8.01 Common Interest Forum.

- A. Recognizing that rapid changes are occurring and will continue to occur in the information and telecommunications businesses, the parties express their intent that a forum of common interest will be established for the following purposes:
1. Providing a framework for early communication and discussion between the parties on business developments of mutual interest and concern to the parties and their constituencies;
 2. Discussing and reviewing innovative approaches to enhance the competitiveness of the Company and improve employment security;
 3. Improving understanding and relationships between the parties and avoiding unnecessary disputes by cooperatively addressing significant changes and developments in the Union or Company environment.
- B. Equal numbers of key Union and management persons shall constitute the forum in the Company. Meetings will be convened by the parties at mutually agreeable places and times but not less often than quarterly. Otherwise, the members of the forum shall determine its composition, structure, agendas, and operation.
- C. It is the intent that such forum support the collective bargaining process, the established contractual dispute resolution procedures, and the existing joint union-management committees.

8.02 Technology Change Committee.

- A. The Company and the Union recognize that technological changes in equipment, organization, or methods of operation have a tendency to affect job security and the nature of the work to be performed. The parties, therefore, will attempt to

diminish or abolish the detrimental effects of any such technological change by creating a joint committee to be known as the Technology Change Committee to oversee problems and recommend solutions of problems in this area as set forth below.

- B. The Technology Change Committee will consist of not more than 3 representatives of the Company and not more than 3 representatives of the Union. Such Committee may be convened at the option of either party at mutually agreeable times.
- C. The purpose of the Committee is to provide for discussion of major technological changes (including changes in equipment, organization, or methods of operation) which may affect employees represented by the Union. The Company will notify the Union at least 6 months in advance of planned major technological changes. Meetings of the Committee will be held as soon thereafter as can be mutually arranged. At such meetings, the Company will advise the Union of its plans with respect to the introduction of such changes and will familiarize the Union with the progress being made.
- D. The impact and effect of such changes on the employees shall be appropriate matters for discussion. The Company will discuss with the Union:
 - 1. What steps might be taken to offer employment to employees affected:
 - a. In the same locality or other localities in jobs which may be available in occupations covered by the collective bargaining agreements between the parties;
 - b. In other occupations in the Company not covered by the collective bargaining agreement;
 - c. In other BellSouth companies.
 - 2. The applicability of various Company programs and contract provisions relating to force adjustment plans and

procedures, including Supplemental Income Protection Program, Reassignment Pay Protection Plan, termination allowances, retirement, transfer procedures and the like.

3. The feasibility of the Company providing training for other assignments for the employees affected. (Example: sponsorship of typing training on Company time.)
- E. The Committee shall not formulate policy or arrive at binding decisions or agreements, but rather shall be charged with the responsibility to develop facts and recommendations so that the Company can make well informed decisions regarding the matters covered by this provision.

8.03 Transfers to Lower-Rated Wage Scales. (Including Reassignment Pay Protection Plan)

- A. When an employee is involved in an interdepartmental transfer, or a reclassification within his/her department, to a lower-rated job as a result of asserting his/her seniority rights under 7.01J, a transfer under Article 12, or a demotion for misconduct, gross negligence, lack of effort or other such extraordinary circumstances, his/her rate of pay shall be reduced to that applicable to his/her wage length of service on the lower wage scale and he/she shall thereafter progress on such scale.
- B. RPPP (Reassignment Pay Protection Plan). When an employee is reclassified to a lower rated job under 7.01C, 12.02F, 24.05D4d or as a result of being permanently medically restricted the employee's rate of pay will be reduced over a period of time based on the employee's length of seniority.

The reductions in pay will be effective at periods following reassignment as shown in the following chart and each reduction is based on the difference in the appropriate rates for the old and new jobs:

Economic, Technological Displacements, PMR, 12.02F, 24.05D4d

WEEKS	Reduction In Difference In Old & New Rate
Employees with 0-10 Years of Seniority	
1 thru 4	No Reduction
5 thru 8	1/3 Reduction
9 thru 12	2/3 Reduction
13 & thereafter	Full Reduction
Employees with 10 - 15 Years of Seniority	
1 thru 30	No Reduction
31 thru 34	1/3 Reduction
35 thru 38	2/3 Reduction
39 & thereafter	Full Reduction

Economic Displacements, 12.02F and 24.05D4d

**Employees with 15 or More Years of Seniority
(Exception see 8.03C below) -**

1 thru 56	No Reduction
57 thru 60	1/3 Reduction
61 thru 64	2/3 Reduction
65 & thereafter	Full Reduction

- C. An employee with 15 years or more of seniority who, due to technological changes or as a result of being permanently medically restricted, is assigned to a vacancy with a lower rate of pay than the then current rate of the employee's regular job shall continue to be paid in the lower level job, an amount equivalent to the rate of pay of the higher paid job in effect at the time of the downgrade. Such wage treatment will continue for 36 months following the effective date of the downgrade. Any employee involved in such downgrades shall receive any increases in pay in amounts which are applicable for a comparable employee in the lower-rated job to which downgraded. At the end of the 36 month period following the

date of the downgrade, the employee's wages will be reduced on the following scale:

Technological and PMR – more than 15 years

Weeks 1 through 4 ----- No Reduction
Weeks 5 through 8 ----- 1/3 Reduction
Weeks 9 through 12 ----- 2/3 Reduction
Weeks 13 & thereafter -- Full Reduction

- D. An employee who has been reclassified to a lower-rated job and who is subsequently promoted to a job on the wage scale from which he/she was displaced (within 5 years) shall be credited with the wage experience credit he/she had accrued prior to the displacement or as computed under 2.06 (whichever is greater), except that such wage experience credit shall not exceed the maximum number of months on the higher wage scale.
- E. In all other instances in which an employee is involved in an interdepartmental transfer, or a reclassification within his/her department, to a lower-rated job, his/her rate of pay shall be computed as follows:
 - 1. His/her rate of pay will not be reduced if it is not above the maximum rate for the new job and he/she shall continue at such rate until his/her wage experience credit entitles him/her to an increase on the scale for his/her new job. He/she shall receive initial credit for wage length of service on the new job in an amount equal to the wage length of service credited to him/her in his/her old job, except that if he/she had formerly held a job in the lower classification to which he/she is being reclassified, his/her wage experience credit will be established as the wage experience credit formerly attained in the lower classification plus the time spent on the higher job or jobs, subject to any adjustments as provided in 2.02, when applicable.

2. If his/her rate of pay is above the maximum for his/her new job, his/her rate of pay shall be reduced to that maximum.

F. Employees involuntarily transferred under the provisions of 12.04 shall have the right to claim the job from which they were moved if the job should become available within five years after such move as described in 7.01K.

8.04 Supplemental Income Protection Program and Extended Medical Coverage:

A. Supplemental Income Protection Program.

1. If during the term of this Agreement the Company notifies the Union in writing that an employee is unable to remain in his/her current job because of a permanent medical restriction or if a surplus in any job title in a work location will necessitate lay-offs or involuntary permanent reassignments of regular employees to different job titles involving a reduction in pay (or, in the case of technological/operational efficiency surplus, to work locations requiring a change of residence) employees in the affected job titles and work locations, who have at least 1 year of seniority may elect, in the order of seniority and to the extent necessary to relieve the surplus, to leave the service of the Company and receive Supplemental Income Protection Program (SIPP) benefits described in this Section. The Company will offer Expanded SIPP (ESIPP) as provided in 7.01C for technological/operational efficiency surplus, but is not required to offer ESIPP for economic surplus.

a. The Company will determine the job titles and work locations in which a surplus exists, the number of employees in such titles and locations who are considered to be surplus, and the period during which the employee may leave the service of the Company pursuant to this Section. Neither such determination

by the Company nor any other part of this Section will be subject to arbitration.

- b. The number of employees who may be considered will not exceed the number of employees determined by the Company to be surplus.
- c. *Employees may lock/unlock electronically from the 1st day of the month to the last day of the month, before midnight, Eastern time, preceding the surplus quarter. After this time period, the SIPP acceptance may not be revoked.*
 - 1) *Acceptances will be valid for one quarter only. Employees must lock in during the specified time period.*
 - 2) *There will be no penalty or Expression of Interest associated with SIPP/ESIPP.*
- d. Job titles and locations of employees who have committed to accept ESIPP will be made available to surplus *and PMR* employees. Placement into equal or lower level jobs created through ESIPP will be made in seniority order among interested, qualified surplus employees.
- e. Surplus employees are allowed to submit one request for an equal or lower level job title in their Family of Skills, *in their organizational unit*, in any exchange/WRA in the Company.
- f. In a surplus situation, SIPP will first be granted in seniority order to any employees with Irrevocable SIPP/ESIPP Acceptance forms on file who are performing essentially the same type work in the surplus exchange/WRA and exchanges/WRA(s) within 35 miles of the surplus exchange/WRA. Employees who continue to be surplus after this step will have the opportunity to take SIPP, even though they do not

have Irrevocable SIPP/ESIPP Acceptance forms on file in advance.

2. SIPP/ESIPP payments for employees who leave the service of the Company in accordance with "1" above will begin within one month after such employee has left the service of the Company and continue until payments have been made for 48 months. The employee may elect to receive this payment in one lump sum should he/she so desire or in two equal payments, one paid as the employee leaves the service of the Company and the other paid on February 1 of the year following.
3. The following SIPP/ESIPP payment table is designed for use with surplus under 7.01 and for permanently medically restricted placement as described in 8.06. Employees who receive either voluntary SIPP or ESIPP will not be entitled to a termination allowance under this article or further processing under Article 7.

a. Voluntary SIPP/ESIPP Payment Table

Completed Years of Seniority	Wage Scales in Pension Band Up to 107	Wage Scales in Pension Band 108-109	Wage Scales in Pension Band 110-111	Wage Scales in Pension Band 112-114	Wage Scales in Pension Band 115-118	Wage Scales in Pension Band 119-120	Wage Scales in Pension Band 121+
1	\$ 800	\$ 800	\$ 800	\$ 800	\$ 800	\$ 800	\$ 850
2	1,700	1,750	1,800	1,800	1,800	1,800	1,900
3	2,800	2,900	3,000	3,000	3,000	3,000	3,100
4	4,000	4,300	4,400	4,400	4,400	4,400	4,600
5	5,050	5,400	5,500	5,700	6,000	6,200	6,600
6	5,600	6,000	6,100	6,350	6,700	6,950	7,400
7	6,150	6,600	6,700	7,000	7,400	7,700	8,200
8	6,700	7,200	7,300	7,650	8,100	8,450	9,000
9	7,250	7,800	7,900	8,300	8,800	9,200	9,800
10	8,500	8,800	9,100	9,400	10,200	10,400	10,800
11	8,500	8,800	9,100	9,400	10,200	10,400	10,800
12	10,200	10,500	10,800	11,300	12,200	12,600	13,000
13	10,200	10,500	10,800	11,300	12,200	12,600	13,000
14	11,800	12,300	12,800	13,400	14,300	14,800	15,300
15	11,800	12,300	12,800	13,400	14,300	14,800	15,300
16	13,400	14,100	14,600	15,300	16,600	17,200	17,800
17	13,400	14,100	14,600	15,300	16,600	17,200	17,800
18	15,400	16,100	16,800	17,600	19,100	19,800	20,400
19	15,400	16,100	16,800	17,600	19,100	19,800	20,400
20	16,800	17,500	18,300	19,200	20,900	21,700	22,500
21	18,200	19,000	19,900	20,800	22,700	23,500	24,500
22	19,600	20,500	21,500	22,600	24,500	25,400	26,400
23	21,100	21,900	22,900	24,100	26,300	27,300	28,300
24	22,500	23,500	24,500	25,800	28,100	29,100	30,300
25	23,900	25,000	26,100	27,500	29,900	31,000	32,400
26	25,300	26,300	27,500	29,000	31,700	32,900	34,300
27	26,600	27,800	29,200	30,600	33,500	34,800	36,300
28	28,100	29,300	30,700	32,300	35,300	36,700	38,300
29	30,700	32,100	33,700	35,400	38,700	40,300	42,100
30	30,700	32,100	33,700	35,400	38,700	40,300	42,100

4. Upon the happening of any of the following:
 - a. Re-employment of the recipient by the Company as a regular employee;
 - b. Employment of the recipient by an affiliate or subsidiary company, within the same control group of companies as is the Company, as a regular employee;
 - or
 - c. Employment of the recipient by a competitor of the Company or competitive self-employment;

monthly SIPP/ESIPP payments will cease permanently. Recipients who obtained SIPP/ESIPP as a lump sum or in two equal payments will repay to the Company an amount equal to the total monthly payments yet to be received had they elected SIPP/ESIPP payment on a monthly basis. Repayment will be handled as stated in the last sentence of 8.05D2.

B. Extended Medical Coverage.

1. Employees (1) whose employment is terminated as a result of layoff or application of the force adjustment procedures; or (2) who elect to leave the service of the Company pursuant to the provisions of the Supplemental Income Protection Program or Expanded Supplemental Income Protection Program or (3) who elect, pursuant to the technological displacement provisions in the Agreement, to accept a termination allowance and leave the service of the Company in lieu of reassignment to a different job title involving a reduction in pay or to locations requiring a change in residence, will continue to remain eligible for coverage for up to 12 months under the Company's Medical Assistance Plan or its successor plan, as follows:
 - a. An employee whose seniority is 5 years or more will be eligible for coverage at Company expense for a period of 6 months following the month in which

employment is terminated. The employee may elect to continue such coverage for an additional 6 months at the employee's expense by paying the monthly premium amount.

- b. An employee whose seniority is at least one year but less than 5 years will be eligible for coverage at Company expense for a period of 3 months following the month in which employment is terminated. The employee may elect to continue such coverage for an additional 9 months at the employee's expense by paying the monthly premium amount.
 - c. An employee with less than one year of seniority who is eligible for coverage at the time of termination of employment may elect to continue such coverage at the employee's expense for a period of 12 months following the month in which employment is terminated by paying the monthly premium amount.
 - d. When permitted by applicable federal law, employees may elect to continue such coverage at their own expense for longer periods than those indicated above.
2. The extended medical coverage will be on the same basis and in the same amount to which the employee was entitled immediately prior to leaving the service of the Company. If during the period of any extended medical coverage, as set forth above, the medical expense coverage is changed for employees who remain on the payroll, the same changes will be applied to persons participating in this extended medical coverage program.

8.05 Employment Termination Allowance.

- A. **Basis of Payment.** A termination allowance will be paid to a regular or temporary employee whose service is terminated under any of the conditions outlined below; moreover, service pension eligibility will not be a factor in determining whether an employee is eligible for a termination allowance.

1. Laid off in conformity with 7.01.
2. As an inducement proposed, or agreed to, by the Company to an employee to resign because of inability or unadaptability to perform properly the duties of the job as distinguished from misconduct.
3. Dismissed except for misconduct as distinguished from inability or unadaptability to perform properly the duties of the job.
4. Upon exhaustion of the leave limits under 6.01C for a leave of absence (other than leaves that have a guaranteed return right) granted to an employee of 8 years or more seniority when the employee is not offered work in the same, an equal or lower-rated job in the exchange/WRA from which the leave was granted.
 - a. Such employee must have indicated, at the time the leave was granted, a reasonable expectancy to return to work.
 - b. Such employee will have experienced no impairment during the time of such leave of absence which would render him/her unqualified to do the work.
 - c. Such employee will not have been guilty of misconduct during the leave of absence which would be proper cause for discharge.

B. Termination allowances due under 8.05A1 will be at the basic pay rate of the employee at the time of the service termination and will be in accordance with the following:

Completed Seniority	Number Weeks' Pay	Completed Seniority	Number Weeks' Pay
6 mos.	1	15 yrs	33
1 Yr.	2	16 "	36
2 Yrs.	3	17 "	39
3 "	3-1/2	18 "	42
4 "	4	19 "	46
5 "	6	20 "	50
6 "	8	21 "	54
7 "	10	22 "	58
8 "	12	23 "	62
9 "	15	24 "	66
10 "	18	25 "	70
11 "	21	26 "	74
12 "	24	27 "	78
13 "	27	28 "	82
14 "	30	29 "	86
		30 or more	90

- C. Termination allowances due under 8.05A2, 8.05A3 and 8.05A4 shall be at the basic pay rate of the employee at the time of the service termination and shall be in accordance with the following:

Completed Years of Seniority	Number Weeks' Pay	Completed Years of Seniority	Number Weeks' Pay
6 mos.	0	15 yrs	22
1 Yr.	1	16 "	25
2 Yrs.	2	17 "	28
3 "	3	18 "	31
4 "	4	19 "	35
5 "	5	20 "	39
6 "	6	21 "	43
7 "	7	22 "	47
8 "	8	23 "	51
9 "	9	24 "	55
10 "	11	25 "	59
11 "	13	26 "	63
12 "	15	27 "	67
13 "	17	28 "	71
14 "	19	29 "	75
		30 or more	79

- D. Termination allowances paid are subject to the following conditions:
1. An employee who has his/her service terminated in accordance with 8.05A and 7.01 after having been re-engaged from a previous service termination under the conditions outlined in 8.05A and 7.01 will be paid the difference between the amount computed as his/her termination allowance and any previous termination payments he/she may have received on account of previous service terminations.

2. If an employee has received a termination allowance under 8.05B or C returns to the employ of the Company or any BellSouth company, as a regular employee in a lesser number of weeks than he/she was paid for in his/her termination allowance, he/she will repay the Company the difference between the net amount of the termination allowance paid to him/her and the amount of his/her basic wage rate for the period off the payroll. In lieu of cash payments such repayment may be made through payroll deductions in an amount not less than 5% or more than 10% of the basic wage per week or per month.

8.06 Employees with Permanent Medical Restrictions.

- A. An employee who has been determined to be permanently medically restricted is one who, due to permanent physical or mental limitations, is no longer able to perform the essential functions of his/her job, with or without reasonable accommodations.
- B. In addition to the rights to which all employees are entitled under the Collective Bargaining Agreement, such an employee will also be eligible *under 7.01C* for priority consideration for vacancies, *as well as 7.01C2, C3, C4, and C5 (with the exception of bumping)* and the provisions of Sections 8.03, 8.04 and 24.05D2 of this Agreement.
- C. For employees with permanent medical restrictions, the phrases "essentially the same type work" and "same title" in Article 7 mean "an equal level job".
- D. When an employee moves to a new job as a result of employee's PMR, the move to the new job will not affect the running of time-in-title nor time-in-exchange/WRA.

ARTICLE 9
TRANSFER AND TRAVEL EXPENSE

9.01 Expense in Connection with Transfers.

- A. Employee Initiated: The Company will not pay transfer or moving expenses when the transfer is employee initiated.
1. The employee will suffer no loss of regular pay for reasonable time off to arrange for the moving of household furnishings and to make the trip to the new location.
- B. When an employee is transferred from one town to another in accordance with 7.01A3, 7.01C, and 12.04, he/she will be given reasonable notice prior to the transfer (see 9.01C). Reasonable expenses incurred by the employee in connection with the transfer will be borne by the Company as follows:
1. The transferred employee may be allowed one exploratory trip for self and spouse from the old location to the new location at Company expense to find a new residence and the following expenses will be paid by the Company:
 - a. Actual transportation costs of Company designated public transportation between cities (unless Company transportation is provided), or the equivalent if the employee uses privately arranged transportation. Local transportation at the new location may be provided by the Company. If the Company does not provide such transportation, an allowance of \$10.00 will be paid the employee in lieu of local transportation costs during the exploratory trip.
 - b. Receipted lodging for employee and spouse not to exceed 2 nights.
 - c. Receipted meal expense for the employee and spouse not to exceed 3 days.
 - d. The employee will suffer no loss of regular pay for up to 3 days.

- e. Receipted reasonable baby sitting charges for child care if required, not to exceed 2 nights and 3 days.
2. The employee will suffer no loss of regular pay for reasonable time off to arrange for the moving of household furnishings and to make the trip to the new location.
 - a. The employee will be reimbursed, upon presentation of receipted bills or other evidence of payment, for actual costs of transportation, meals, lodging and other incidental expenses of himself, and the members of his/her immediate family residing with him/her, including drayage costs (includes movement of mobile homes) and the other incidental expenses of moving household furnishings. All expenses to be reimbursed under this Article must be submitted for reimbursement within 6 months of the effective date of the transfer, unless the exception is agreed to by the Company.
 3. The following options are provided with respect to a relocated employee's disposal of his/her principal residence, which is limited to one- or two-family houses, condominiums, and townhouses. Mobile homes, house boats, lake houses, farms or other land in excess of 5 acres on which the employee lives will qualify to the limit of 5 total acres under this plan, inclusive of the principal residence.
 - a. The employee may elect to sell his/her own residence in which case the following actual out-of-pocket expenses connected with the sale will be paid by the Company:
 - 1) Any penalty payment that the employee must pay because of pre-payment or early payment of the mortgage loan on his/her residence, not to exceed \$200.00.
 - 2) Appraisal fee or expense if paid by the seller.

- 3) Cost of preparation of abstract or cost of title insurance or title search in those localities in which there is a well-established practice of the seller furnishing proof of title (by abstract, title insurance or other title search). Such expenses are not reimbursable where the seller varies from the established local practice of the purchaser paying for his/her own title insurance, abstract or title search.
 - 4) The cost of any federal revenue or documentary stamps that the seller has to purchase in connection with the transfer or sale of his/her residence.
- b. Employees will be paid a lump sum equal to 4.5% of the appraised value of their home within 10 days following the receipt of the property appraisals. Employees will be paid an additional 4.5% of the appraisal value after 9 months or upon sale of their residence, whichever is earlier. The appraised value will be based on the average of 2 independent appraisals. Both appraisals will be made by appraisers selected by the Company and should be completed as soon as is practicable following the employee's acceptance of a job which requires a change in residence. The employee may suggest an appraiser who is on the Company's list of approved appraisers. Consideration will be given to using that appraiser for one of the 2 appraisals. The average of these 2 appraisals will normally be the established value of the employee's property. However, if the lower appraisal varies from the higher by more than 5%, a third appraisal will be ordered and the average of the 3 appraisals will become the appraised value.

- 1) The payment of the lump sum described in "b" above relieves the Company of any further obligations under 9.01B3.
 - 2) Disputes that may arise under 9.01B3b are not subject to the grievance procedure nor arbitration.
 - 3) Employees whose principal residence is a mobile home will have the option to accept the lump sum provision of 9.01B3b or be reimbursed for the movement of the mobile home.
4. The Company will also reimburse the employee for the following expenses:
- a. Expenses incurred for disconnecting normal household appliances at the old residence and reconnecting said appliances at his/her new residence. This item includes the expense of providing interior wiring (including 220 volt wiring) and interior pipe and tubing extensions which are necessary in order to use the electric or gas appliances which are being moved from the residence at the old location. The expenses of new or rearranged entrance facilities for either gas or electricity are not to be included. It is also understood that appliances as used in this paragraph do not apply to television antenna installations at either the old or the new residence.
 - b. Connection charges for utility service. This item includes only charges which are paid to the utility as a connection charge and does not include advance deposits required by the utility as insurance for the payment of future utility bills.
 - c. Expenses incurred for refitting, installation of drapes, curtains, rugs or carpets. This item is limited only to the cost of installation and refitting of drapes and curtains, and the refitting and laying of rugs or carpets and does not include any replacement cost or the cost of any additional or new material.

5. The Company will also pay a lump sum of \$2,500.00 to employees who rent their principal residence to help cover other move-related expenses. Upon receipt of written notice to the Relocation Coordinator of employee's intent to relocate, a voucher will be processed to pay the employee. The above payment is contingent upon the employee moving his/her principal residence within one year.
- C. Any change in the designation of an employee's headquarters town that is more than 35 miles will be considered and treated as a transfer for the purposes of this Section. Distance calculations under this section will be as shown on the most recent official State Highway Department map.

9.02 Travel Expenses.

A. Commuting Expense

1. When an employee is asked to report to work outside his/her headquarters exchange/WRA at another location that is 50 miles or less from his/her regular place of reporting, he/she will travel on his/her own time, report for duty at the beginning of his/her assigned tour and be compensated as follows:

Up to and including 35 miles	\$24.00
Over 35 through 50 miles	\$48.00

 - a. Service Consultants covered under PVR will be entitled to a daily allowance of \$10.00 per day or *part* day worked.
2. Distance calculations in this section will be actual mileage on the most commonly used direct route.
3. The Company agrees to follow the selection procedures of 12.05C for all commutes outside an employee's headquarters exchange/WRA.

B. Temporary Transfers (See 12.05A) (CPE see Customer Markets Addendum).

1. For temporary transfers of over 50 miles from the employee's regular place of reporting, reimbursement will be based on the option chosen by the employee:

Option A

IRS maximum allowance for all expenses.

Option B

IRS maximum allowance for meals and incidental expenses plus \$12.00. Company pays for lodging. When an employee takes Option B, he/she may voucher properly receipted, necessary and reasonable lodging expense incurred at a commercial establishment.

Over 50 miles: Company pays for transportation and travel time.

- a. Distance calculations under this section will be as shown on the most recent official State Highway Department maps.
2. In addition to the IRS maximum allowance for meals and other incidental expenses plus \$12.00 authorized under Option B above, for each day worked the employee will be entitled to directly voucher, with proper receipts, reasonable and necessary local transportation for intracity transportation cost that exceeds \$5.50 per day incurred for travel from his/her place of lodging in the temporary location to his/her place of reporting provided such transportation is not arranged for by the Company without cost to the employee.
3. When an employee is traveling to or from the temporary location, if the combination of paid travel time and work time at the temporary location does not exceed one-half of the length of a normal tour, he/she will be entitled to one-half the applicable meal and incidental expense allowance.

Should this combination exceed one-half the length of a normal tour, he/she will receive the entire daily allowance.

4. If an employee's established home is within the exchange to which he/she is temporarily transferred, he/she will only be entitled to be paid in accordance with the mileage bands in 9.02A1 for up to 50 miles, on the day or part days worked, even though the distance between the employee's headquarters exchange and the temporary exchange location is more than 50 miles.
5. In the case of training schools or emergency situations, the Company may elect to furnish suitable lodging and pay for same directly. If lodging is furnished, the employee will not be reimbursed for lodging incurred elsewhere unless such expense is specifically approved by the Company in advance.
6. If the distance and work conditions permit, an employee on temporary transfer may visit on non-scheduled days any town within reasonable travel distance. In this event, he/she will receive travel expense as follows:
 - a. Employees receiving the IRS maximum allowance under Option B will only be entitled to receive the appropriate IRS maximum allowance under Option A.
 - b. Employees receiving Option A IRS maximum allowance will be entitled to receive the same amount for such travel.
 - c. When the Company furnishes lodging for employees attending training schools or for employees involved in a group movement for emergency reasons and pays for same directly, such employees will not be entitled to lodging expense incurred elsewhere when he/she visits another town on non-scheduled days. In this event he/she will be entitled to Option B.

7. Any employee who is in a temporary transfer status to attend a training school, who travels to the temporary location by common carrier, may directly voucher reasonable and necessary local travel expense incurred on weekends by presenting properly receipted vouchers, provided the Company does not provide local transportation.

C. Interim return home expense.

1. In the event of extended periods of transfer, the Company will occasionally pay intercity and intracity transportation cost in accordance with the provisions of 9.04 for the employee to visit his/her home on non-scheduled days. On such return home visits the employee will also be entitled to the IRS maximum allowance amounts as if the temporary assignments were commencing or terminating as outlined in 9.02B3. This return home provision is to be interpreted and applied as follows:

- a. When the Company furnishes lodging as outlined in "5" above, the employee will only be reimbursed for designated inter and intracity transportation cost plus IRS maximum allowance for meals and incidental expenses plus \$12.00.
- b. The frequency of visits to the employee's home should be based on the expected duration of the temporary assignment. The following frequency for return home visits should be permitted if the employee so desires.

Expected Duration of Temporary Transfer	Permitted Home Visits
21 days or less	0 [see (2) below]
22 days through 35 days	1
36 days through 49 days	2
50 days through 63 days	3
More than 63 days	1 for each additional period of 13 days

- 1) For the purposes of this paragraph, the days must be consecutive, but may include partial days (e.g., partial days in a travel status while traveling to or from the temporary location) and will also include those days at home on a return visit per the provisions of this paragraph.
 - 2) Where the duration of the temporary transfer is expected to be 21 days or less but includes 3 full week-ends, one visit home would be allowed under this paragraph.
- c. The return home visits may be taken during any non-scheduled periods, provided the total number of visits does not exceed the number specified for the expected duration. Return home visits should not be made during consecutive weeks.
 - d. Returning home is optional with the employee. He/She may elect to remain at the temporary location in lieu of returning home. In this event he/she is not entitled to receive the cost of transportation in lieu of returning to his/her home. After a minimum period of 3 consecutive weeks and on 3-week intervals thereafter, an employee may have his/her spouse or a member of his/her immediate family travel to the temporary work location in lieu of the employee traveling to his/her home location. Expenses for such travel are reimbursable to the employee up to an amount not exceeding the expenses which the employee would have incurred in traveling to and from his/her home location. In those instances where the spouse or a member of the employee's immediate family visits the temporary location, he/she will not be entitled to the IRS maximum allowance/per diem allowance (CPE only) on non-scheduled non-work days during such visits.

- e. When an employee elects to visit his/her home, he/she is not entitled to any travel time since such travel is not required by the Company.
- f. Intercity and intracity transportation to be paid by the Company is limited to visits to the employee's home only. If he/she elects to visit elsewhere he/she will only be entitled to the IRS maximum allowance/per diem allowance (CPE only) under the conditions outlined in 9.02B6.

D. Employees will be required to submit individual expense vouchers when such expense is not reported on their work reports or otherwise furnished directly by the Company.

9.03 Expenses for Employees Working Split Tours.

Employees working split tours will be paid \$5.00 per split tour as the equivalent of street car or public bus transportation, provided both sessions of the tour are worked in whole or in part.

9.04 Intercity Transportation.

A. The Company will provide transportation by Company owned vehicles or commercially rented motor vehicles, or will designate transportation by intercity common carrier (subject to "B" below) for necessary intercity transportation.

- 1. When the Company designates transportation by intercity common carrier (and the employee does not elect treatment under "B" below), the cost of necessary and reasonable local transportation incurred at the employee's home location between the local point of departure and the intercity common carrier terminal for the beginning and ending segments of the intercity trip will be handled by reimbursing the employee for such cost upon presentation of properly receipted vouchers from a local commercial common carrier. Such reimbursements, however, will not exceed the cost of transportation between the employee's usual place of reporting and the intercity common carrier terminal. As an alternative, the employee may elect to be

paid a local transportation allowance of \$5.00 each for either or both the departing and terminating segments at his/her home location.

2. Additionally, upon presentation of properly received vouchers from a local commercial common carrier at the employee's destination, the employee will be reimbursed for the cost of necessary and reasonable local transportation incurred between the intercity common carrier terminal and the employee's place of lodging, or place of reporting as appropriate, for the beginning and ending segments of the intercity trip. As an alternative, the employee may elect to be paid a local transportation allowance of \$5.00 each for either or both the terminating and departing segments at his/her destination.
- B. When an employee not covered by the Personal Vehicle Reimbursement Plan declines to travel by Company designated intercity common carrier and elects to make his/her own transportation arrangements and he/she has principal responsibility (owned, borrowed, leased or rented) for the vehicle used for such travel, the Company will reimburse the employee at the maximum IRS rate per mile based on distance calculations between locations as shown on the most recent official State Highway Department maps for intrastate travel or Rand McNally Atlas for interstate travel. This rate will go into effect as soon as possible after the increase becomes effective and no later than the beginning of the next calendar quarter of the year. In addition, when the Company designated common carrier is an airline, the employee, including those on the Personal Vehicle Reimbursement Plan, will be paid an Optional Travel Allowance as indicated in the table below. If a round trip is involved, he/she will be paid one allowance for the trip to the distant city and one for the return.

Intercity Travel Distance (one way)	Amount
0 thru 50 miles	\$ 0
greater than 50 thru 100 miles	\$14.50
greater than 100 miles	\$29.25

1. After having declined to travel by Company designated means as described in "A" above, should an employee subsequently elect to travel by intercity common carrier, upon presentation of properly receipted travel vouchers, the employee will be reimbursed for the cost of the intercity common carrier travel utilized up to an amount not in excess of the travel cost that would have been incurred had the employee traveled by Company designated intercity common carrier or subsequently designated Company transportation.
 2. In addition, the Company's obligation, if any, under 9.02 or 10.02 for employee arranged travel expenses and travel time will be the same as would have been incurred had the employee actually traveled by the means designated by the Company.
- C. Employees on the Personal Vehicle Reimbursement Plan shall use their own vehicle for intercity travel of 100 miles or less. For intercity travel of more than 100 miles, the employee has the option of "A" above.

9.05 Special Commuting Allowance.

- A. A special "all in a day's work" commuting allowance may be paid an employee not covered under PVR when a need develops for the employee to work or attend training for one tour or part tour in another exchange/WRA. This special allowance will be paid in accordance with the mileage bands in 9.02A1 for up to 50 miles. For distances over 50 miles in addition to the mileage band payments, an employee will be entitled to the maximum IRS rate per mile for all miles driven over 50 miles each way.

The conditions under which this special allowance is applicable are as follows:

1. When an employee is needed to work, take training or attend a meeting in another exchange/WRA after his/her tour begins at his/her regular place of reporting, he/she may, with his/her supervisor's approval, use his/her

personal vehicle in lieu of public or Company provided transportation and be paid the special allowance. In this event he/she will be paid for all scheduled and non-scheduled time required to travel to and from the distant exchange/WRA.

2. When an employee is scheduled to work, take training or attend a meeting in another exchange/WRA for one day or part day he/she may, with his/her supervisor's approval, use his/her personal vehicle and be paid the special allowance in lieu of using public or Company provided transportation. In this event he/she will be paid for all scheduled and non-scheduled time required in traveling to and from the distant exchange/WRA.
3. This special allowance is to be paid in "1" and "2" above only if the employee elects to use his/her personal vehicle in lieu of Company provided transportation and the use of same is approved in advance by his/her supervisor. If the employee does not agree to use his/her personal vehicle and receive the allowance and travel pay, the Company will be required to provide transportation for such travel and pay for the time spent traveling to and from the distant location.

9.06 Motor Vehicle Usage.

- A. In the work units where Stand-by Technicians are utilized, the Technician on Stand-by shall be allowed to drive a Company vehicle to and from his/her home in accordance with the Fair Labor Standards Act.
- B. Additionally, the General Manager, or his/her designee and the Local President, or his/her designee, will hold a meeting to mutually agree on plans for Motor Vehicle Usage to be used in special circumstances. Following that agreement, employees may be granted use of a Company vehicle on an individual case.

If the General Manager and Local President (or their designee) cannot come to an agreement, the issue can be escalated to the

Network Vice President, or his/her designee, and the State Representative, or his/her designee, for the parties to come to mutual agreement. Following that agreement, employees may be granted use of a Company vehicle on an individual case.

9.07 Personal Vehicle Reimbursement Plan (for Large Business and CPE only).

- A. Service Consultants shall be required to participate in the personal vehicle reimbursement plan.
 - 1. The employee's vehicle should be available for business needs at all times during normal business hours.
 - 2. The vehicle should meet safety standards comparable to Company owned vehicles and be mechanically sound.
 - 3. The vehicle must be in a presentable condition.
- B. Employees must provide insurance coverage at least equal to the minimum liability limits required under their state's financial responsibility or compulsory liability insurance law. Employees shall provide their supervisor a copy of their insurance policy detailing coverage levels and endorsements equal to or exceeding the standards specified.
- C. Commuting expenses are considered personal expenses and will not be reimbursed. Commuting is defined as "the first and last trip of the day between the employee's residence and any work location within the general metropolitan area in which the employee normally responds to work." Should the first or last trip be to or from a location outside the general metropolitan area, then all the mileage is reportable as business.
- D. Reimbursement will include a fixed amount and mileage.
 - 1. The fixed amount of \$25.00 will be per 2 week pay period. This is considered as taxable income and will be reflected on the employee's W-2.
 - 2. The mileage reimbursement will be the IRS rate per mile, subject to review and adjustments of the Employee

Personal Vehicle Reimbursement Plan. This is not considered as taxable income. A mileage log will be turned in bi-weekly.

ARTICLE 10 TRAVEL TIME AND TRAVEL CONDITIONS

10.01 Place of Reporting.

- A. The Company will designate the place at which employees will be required to report for work.
 - 1. This may be an office, garage, work center or place of motor vehicle storage (or, in the case of Construction cable splicing forces who do not operate from a motor vehicle at the job) within the limits of his/her headquarters exchange/WRA. It is further understood that within a Control Center environment, there will be only one place of reporting for an employee within an exchange.
 - a. Construction cable splicing forces who do not operate from a motor vehicle and are required to report at the job will be paid \$5.00 per tour or part tour worked in lieu of the cost of public transportation.
 - b. Nothing in this section will be construed as prohibiting the Company from designating the job or a location en route to the job for any employee when such designation is requested by the employee or the Company and is agreeable to both parties.
 - c. An employee whose place of reporting is temporarily changed within his/her headquarters exchange/WRA will be paid a daily allowance of \$5.50 provided that the temporary place of reporting lies beyond a radius of one mile from the regular place of reporting.
 - 2. Consideration will be given in the order of seniority to an employee with a valid request on file for (1) reporting to a work group or work unit at another location within the

exchange/WRA, or (2) being reassigned to another work group, work unit, assignment, or shift at the same place of reporting. Employees may request the same or a different type of work in the same or a different department. Such requests will be considered, needs of the business permitting, provided the employee's services may be profitably utilized in such location, assignment, or shift and further provided that the employee has been at his/her present location, assignment, or shift, and in his/her present title for at least 24 months. The elapsing of the 24 month period will not be affected by a change in place of reporting at the instance of the Company. Requests of this type will be submitted to the staffing system. The request must be on file and the requestor test qualified at the time consideration begins. Employees may have up to 10 requests on file. These may be Article 10 requests, Article 12 requests, or any combination of the two.

- a. When a WRA has more than one place of reporting for work groups within a General Manager (or equivalent) organization, doing essentially the same type of work, consideration shall be given in order of seniority to the written request of an employee for reporting to work at another location within the WRA, or being reassigned to another work group, and his/her services may be profitably utilized in such location. Requests of this type shall be submitted in writing to the employee's General Manager and the receipt will be acknowledged to the requestor within 10 working days.
3. When permanent changes in place of reporting are to be made to initially staff, in part or whole, a new work group (as distinguished from relocating an existing work group), the following procedure will apply. The Company will designate the work group(s) or work unit(s), whichever is larger at the place of reporting, from which employees will be assigned. Those employees from the designated work group(s)/work unit(s) who desire the assignment and

whose services may be profitably utilized at the new location(s) will be assigned in order of seniority. Such assignments will be made, needs of the business permitting, up to the number of employees the Company desires.

If additional employees are still needed, such additional assignment as the Company deems it appropriate to make will be made in inverse order of seniority from the same designated work group(s)/work unit(s) provided the employee's services may be profitably utilized at the new location, needs of the business permitting.

- a. When initially staffing a new work group at an existing location, a notice will be adequately posted at that place of reporting. Requests will be limited to those received within 7 days from employees in the group(s) from which the assignment will be made. Such requests may be granted at the discretion of the Company.
4. If under the provision of 10.01A, the Company designates a permanent change in the place of reporting (other than the type described in "3" above) of an employee, such employee will be allowed to exercise his/her seniority to remain at his/her present location, needs of the business permitting, provided a junior qualified employee is available in his/her work group or work unit, whichever is larger at the place of reporting, to fill the vacancy.
5. Employees in the titles of Services Technician and Service Representative may request reassignment in the same title in another department in the same exchange. Requests of this type will be submitted to the staffing system. Such requests may be granted at the discretion of the Company.

10.02 Time Considered Worked.

- A. Time during the scheduled or assigned hours of an employee which is spent at the direction of the Company in traveling

from one job assignment to another or from one town to another shall be considered as time worked.

- B. Time spent by an employee, at the direction of the Company, in traveling before or after the hours of his/her scheduled or assigned tour, which may be described as "all in a day's work" (see 12.05A1), shall be considered as work time. It is not intended that this provision be applied to travel on a day the employee was not scheduled or assigned to work or to travel which consumes a considerable period of time.
- C. Where a total of travel time required by the Company and time worked on a scheduled tour exceeds the length of a normal tour in one day and the employee spends at least one night away from his/her headquarters exchange/WRA, the employee will be paid for travel time in excess of such hours.
- D. Where an employee is directed to travel continuously for more than a full working day, the time spent traveling during his/her scheduled or assigned tours shall be considered as time worked. The application of this provision shall not result in an employee being paid for a less number of hours than is contained in a normal work week.
- E. An employee required by the Company to travel on a day on which he/she was not scheduled shall be considered as working on such day for the number of traveling hours up to the length of a normal tour.
 - 1. Insofar as it is practicable the Company will not require employees to travel on Sundays and holidays.
 - 2. The "established starting and stopping time" for employees who work varied (relief) tours within the week shall be as follows: The tour which has been worked more than any other tour during the preceding 5 tours worked before travel shall be the established starting and stopping time. If no tour has been worked more than another tour, the next 5 preceding tours worked shall be included and this process shall continue until it is determined that one tour has been worked more than any other tour.

- F. Hours of paid travel time under "A", "B", "C", "D", and "E" above shall not exceed the length of a normal tour during any period of continuous travel of 24 or less hours.
- G. The above provisions are not intended to cover every possible condition under which travel time may be properly considered as work time, and all such cases not expressly covered by this Article shall be governed by the provisions of the Fair Labor Standards Act, as amended.

10.03 Pay Basis for Travel Time.

When it is to be considered as time worked, travel time will be paid for on the same basis as actual work time.

ARTICLE 11 SUSPENSIONS, DISCHARGES AND DEMOTIONS

11.01 Limitations.

- A. In the event an employee is suspended or discharged, a charge that the suspension or discharge was without just cause will be handled in accordance with the following:
 - 1. If the employee has 6 months or less of seniority, a charge that the discharge was without just cause will be subject to the full grievance procedure set forth in Article 21 but will not be subject to arbitration.
 - 2. If the employee has more than 6 months of seniority, a charge that the discharge was without just cause will be subject to the full grievance and arbitration procedures set forth in Articles 21 and 23.
 - 3. If the employee has been suspended, a charge that the suspension was without just cause will be subject to the full grievance and arbitration procedures set forth in Articles 21 and 23.
- B. In the event an employee is demoted, a charge that the demotion was without just cause will be handled in accordance with the following:

1. If the employee has less than 3 months service (exclusive of formal training) in the job from which he/she was demoted at the time of the demotion, the matter will be subject to the grievance procedure set forth in Article 21 but will not be subject to arbitration.
2. If the employee has 3 months or more of (exclusive of formal training) service in the job from which he/she was demoted, the matter will be subject to the full grievance and arbitration procedures set forth in Articles 21 and 23.

11.02 Reinstatement.

- A. In the processing of grievances or arbitration (*see Article 23.02 Expedited Arbitration*), unless the parties at the State or higher level mutually agree to the contrary with respect to the particular grievance or arbitration case, the following will apply: If as a result of such grievance or arbitration procedure it is determined that the employee was discharged, suspended or demoted without just cause, the Company agrees to reinstate the employee and to reimburse him/her according to the following:
 1. In a discharge case, the employee will receive his/her regular pay for the time lost less the amount of any termination pay received from the Company and unemployment compensation received or receivable; and the employee will receive an additional 7% of the remaining amount.
 2. In a suspension case, the employee will receive his/her regular pay for the time lost.
 3. In a demotion case, the employee will be made whole for the difference, if any, between his/her rate on the job from which he/she was demoted and his/her rate on the job to which he/she was demoted for each day he/she remains on the lower-rated job.
- B. An employee reinstated as the result of an arbitration case will also be entitled to the following:

1. If the employee has paid medical insurance premiums under the BellSouth COBRA plan, he/she will be reimbursed for these premiums for any period covered by backpay, up to the 18 month COBRA limitation.
2. The employee will receive a TIA or other lump sum amount calculated to include the time off the payroll. Such amount will be calculated at the standard award percentage of the employee's basic weekly wage rate (at the time of reinstatement) times 52.2.
3. Provided an employee was enrolled in the savings plan prior to termination and contributes his/her share to the plan upon reinstatement, the Company will pay the appropriate matching funds and interest. Interest will be based on a composite of all funds for the period the employee was off the payroll.

ARTICLE 12

PROMOTIONS, TRANSFERS AND JOB VACANCIES

12.01 Advertising Anticipated Job Vacancies.

- A. Job vacancies within the bargaining unit will be adequately advertised via the staffing system.
 1. The following jobs are considered as career entrance jobs:
 - Frame Attendant
 - Material Service Coordinator
 - Office Assistant
 - Office Clerical Assistant
 - Operator
 - Outside Plant Technician
 - Processing Assistant
 - Services Technician
 - a. Before filling the above jobs by the hiring of new employees, the Company will give consideration to employees who have valid requests on file for these jobs. Except as otherwise provided for in "c" below,