

**10.13 Exempt Employees.**

Employees exempt from the Wage and Hour section of the Fair Labor Standards Act, as amended, will receive basic weekly pay and differential payments under the provisions of 4.07G, ***H, I, and J***. None of the provisions of 4.01, 4.02, 4.04, 4.05, 4.06 and 4.07 A, B, C, D, E, and F will apply to such exempt employees.

**10.14 Other.**

- A. Final Payments -- Commission payments due at the time of terminations will not be made until sufficient time has elapsed for all contracts to be confirmed, advertising copy approved by customer and/or published, up to 6 months following publication.
- B. ***Promotions and Transfers – Target compensation will be considered in determining promotions, demotions and transfers for all sales titles.***
- C. Awards and Prizes -- As an additional incentive to further stimulate sales and sales representative's earnings, ***incentives*** may be awarded.

**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 six 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. (***See Appendix C.***)
  - 2. If the employee has more than six 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. (***See Appendix C.***)

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 three months service 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 three months or more of 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, unless the parties at the Executive 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 seven percent (7%) of the remaining amount.
  2. In a suspension case, the employee will receive his/her regular pay for the time lost less the amount of any unemployment compensation received or receivable, and

any amount paid to or receivable by the employee as wages in other employment.

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 composite of all funds for the period the employee was off the payroll.

## **ARTICLE 12**

### **PROMOTIONS, TRANSFERS, JOB VACANCIES AND PLACE OF REPORTING**

#### **12.01 Advertising Anticipated Job Vacancies.**

- A. Job vacancies within the bargaining unit will be adequately advertised via an electronic job posting system.