

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.

1. The following jobs are considered as career entrance level jobs:

Directory Clerk

Office Clerical Assistant

- 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, decisions in the filling of any jobs listed in “1” above are subject to the grievance procedure but not arbitration.*
 - b. The transfer or reclassification of an employee from one entrance job to another, or from a non-entrance job to an entrance job, with a higher top basic rate may be handled under 12.01B or 12.04 even though such a move would be a promotion for the employee involved.
 - c. The selection of an employee for transfer from one entrance job to another or from a non-entrance job to an entrance job, with a higher top basic rate, will be handled under 12.01B. The principle of seniority will be observed if one or more employees have requested such transfer under 12.01B.
2. Vacancies will be advertised via the electronic job posting system for 7 calendar days and will include as much specific information as is available (work location, any special requirements, etc.). A written copy of advertised vacancies will be provided to designated CWA Staff Representatives and the appropriate Union President.
- B. Requests.
1. Requests may be submitted to the electronic job posting system by regular employees for a specific vacancy or future vacancy.
 - a. Requests will be valid if posted before the close of the job ad.
 2. Regular employees may have an unlimited amount of specific requests (i.e. requests attached to currently posted

vacancies) regardless of intra- or inter- *entity* requests and submit up to ten (10) future requests for promotions, demotions or transfers regardless of intra- or inter- *entity* requests between the following *entities*: BellSouth Telecommunications, Inc., BellSouth Corporation-Headquarters, BellSouth Advertising and Publishing Corporation, *BellSouth Billing, Inc., BellSouth Affiliate Services Corporation, BellSouth Long Distance, Inc., Utility Operations, BellSouth.Net, and National Directory and Consumer Assistance.*

3. Former regular employees of the companies in “2” above returning to service in a temporary position may submit requests for transfers, demotions, or promotions after three (3) months.
4. In the event the Company selects an employee whose requests were not on file before the close of the job ad, other employees with requests that were not on file before the close of the job ad may grieve the selection.
5. The Company will immediately acknowledge receipt of request(s) for movement by electronic confirmation via the electronic job posting system.

Employees may review the current status of their requests on-line and cancel requests at any time.

- a. Specific requests (i.e., requests attached to currently posted vacancies) are only valid until the vacancy is filled and will then be purged from job-posting system.
 - b. Future requests will expire at the end of the quarter in which 12 months is attained unless renewed or cancelled sooner by the employee.
6. The Company may fill more than the advertised number of vacancies. The Company is not required to fill advertised vacancies.
 7. The Company is not required to consider a request unless the requestor has met test qualification requirements for

the job under consideration. (Note: This only applies to tests available at Company test centers.) However, if the Company selects an employee who was not test qualified as of the date the job ad closes, other such requestors may grieve.

8. The Company may not consider transfer requests unless the requestor meets time-in-title, location, *and* circuit requirements. If the Company selects an employee not meeting these requirements, other such requestors may grieve.
 - a. The minimum requirements *for all titles* are *18 months*.
 - b. If an employee is expected to reach time-in-title requirements, as stipulated above, by the sixth Sunday following the date the employee would be notified of selection, the employee will be considered as having met the time-in-title criteria.
9. An employee selected for *an* intra-location circuit transfer may be selected for inter-location movement after 12 months.
10. A 24-month requirement applies for new hires who request transfers out of state or area, whichever is smaller. A 36-month time in *entity* requirement is applicable for movement between *entities*.
11. The provisions of 9.01A will apply to all employee-initiated transfers.
12. Notwithstanding any other provisions of this Agreement, an employee transferring into a location under the provisions of 12.01 after the Company has determined to employ temporary employees under Article 7 will lose his/her seniority service for treatment under Article 7. Coincident with or prior to granting such transfer request, the employee will be advised in writing of his/her seniority treatment. After all other regular employees in the location have been offered treatment under Article 7, such transferred employees will have full seniority rights

restored for all purposes except for an offer of termination pay.

C. Decisions in the filling of vacancies across entity lines are subject to the grievance procedure but not arbitration.

12.02 Filling Job Vacancies.

A. Vacancies will be filled by candidates in the following categories provided that needs of the business will permit the release of the requesting employees from their present assignments:

- Mandatory Return from leaves, legal requirements
- Transfers at the instance of the Company to correct an imbalance in the workforce.
- Force Adjustments
- Change in place of reporting, work group or circuit in the same title, within a location. In instances where a candidate covered by this category is selected and a replacement is thereby necessary that replacement will be made from candidates from the categories below:
- Retreats as covered by 12.02D1 and 12.02D2.
- ***Surplus from other entities for equal for lower level vacancies.***
- Recall from layoff.
- ***Intra- or inter- entity requests for Lateral / Demotion / Promotion***
- Non-mandatory return from leaves.
- Candidates available from other sources will be grouped with internal requesters when the above order has not filled the vacancy or vacancies.

The Company will ordinarily follow the above order in filling vacancies. The Company, however, may due to a business reason select candidates without following the above order.

1. The Company is not required to consider a request for promotion from an employee on leave of absence. However, if an employee on leave of absence is selected for promotion, all other employees who are on leave who have valid requests on file must be considered under the appropriate provisions of 12.02.
 2. Nothing in this Agreement is to be construed as prohibiting the Company from giving consideration in filling job vacancies to employees who do not have requests on file under the provisions of 12.01.
 3. Requesters with deficiencies that may affect their chances for being selected will be informed as to the deficiency. (Deficiencies will include, but are not limited to, failure to satisfactorily complete required tests, failure to meet requirements set forth in 12.01B7, 8 and 9.
 4. When an employee is selected to fill a job vacancy, the employee will be released from his/her present assignment as soon as practicable but in any event no later than the sixth Sunday following the date the employee is notified.
- B. In filling vacancies within an entity *or between entities*, the Company will give consideration to seniority, qualifications, needs of the business, and the reason the candidate desires the job vacancy, and, if the candidate is returning from a leave of absence or a layoff, whether he/she due to medical impairment is no longer able to perform the essential functions of his/her job which would render him/her unqualified to do the work, or whether he/she has been guilty of misconduct during the leave or layoff which would have been proper cause for discharge.
- C. When an employee is notified that he/she has been selected to fill a vacancy, the company must be notified of his/her acceptance within three (3) business days after the offer.
1. When an employee accepts the job offer all of his/her other requests on file will be considered as withdrawn.

2. If an employee rejects a requested move, or fails to notify the Company within 3 days of the job offer, the job offer will be considered rejected. The employee will not be entitled to replace such request for a period of 12 months from the date of rejection.

D. Retreats.

1. An employee may request retreat from the job for which he/she was selected within six (6) months from the date of placement. The employee may elect to retreat to his/her former job or to an equal or lower level job, ***provided*** he/she is qualified ***and*** an opening exists.

Following any retreat, a request for other employment movement would not be valid for 24 months from the date of the retreat.

2. An employee who is transferred or promoted under this Article to a new job and who cannot satisfactorily complete training or who cannot perform satisfactorily on the job during the six months following the completion of training may be reassigned to his/her former job or an equal or lower level job for which he/she is qualified provided a vacancy exists. If no vacancies exist or if an employee declines such vacancies he/she ***may elect to*** be terminated with termination pay under 8.03B ***or to participate in the PARTNERSHIP Job Bank described in Article 24.***

The Company may extend the provisions of this article up to an additional six (6) months. The Company will notify the employee of the length of the extension.

3. All retreats and reassignments under this provision will be treated under 9.01A.

- E. The notice of selection activity will be furnished to designated CWA staff and each local president. This information will include the names and seniority dates of persons selected and the reporting department.

- F. No employee will be denied promotion, demotion, or lateral solely because he/she has not had the opportunity to complete Company sponsored training classes related to his/her present job or Company sponsored training classes related to the job that is to be filled.
- G. See 21.06 for information regarding grievances involving the filling of vacancies.

12.03 Promotional Increase Treatment.

When an employee within the bargaining unit is promoted to a higher-rated job within the bargaining unit, he/she will receive at the time of promotion the applicable promotional wage treatment as set forth in 2.06.

12.04 Transfers at the Instance of the Company.

- A. When the Company decides that a job is to be filled by transfer from one location to another, preference will be granted in the order of seniority to employees who are willing to accept the transfer provided they meet the requirements of the job to be filled and provided that their transfer can be accomplished without incurring extraordinary expense.
 - 1. Notice that a job is to be filled under "A" above will be adequately posted at the place of reporting within the location of all employees within the department holding the title from which the transfer will be made and will be limited to requests received within seven (7) days from such employees who are willing to accept the transfer.
- B. When it is necessary to fill a job by transfer from one location to another and no qualified employee within the Department from which the transfer is to be made is willing to accept the transfer on a voluntary basis, the transfer will be made by transferring in the inverse order of seniority the most junior qualified employee in the wage scale within that department from within the location who can meet the requirements of the job to be filled provided there is a qualified replacement available in the title originally posted under "A" above and

such transfer will not result in a special hardship to such employee or his/her immediate family.

1. After the transfer has been made under "B" above, the Company may correct any force imbalance in the location that was caused by the transfer by moving the junior qualified employee in the title designated under "A" above into the vacated position.
 2. In those instances where the Company has designated an employee to involuntarily transfer to another location and a qualified employee in the specified location who otherwise would be acceptable subsequently volunteers to transfer rather than the designated employee, the transfer will be considered as being made under 12.04B.
- C. When the Company decides that a job is to be filled by transfer from one job to another within the same location and no promotion is involved, the job will be filled by the senior qualified employee, in the title, in the department from which the transfer is to be made who has requested the transfer under 12.01, needs of the business permitting. If no such employee has requested the transfer under 12.01, the job will be filled by transferring in the inverse order of seniority the most qualified employee in the wage scale within that department from within the location who can meet the requirements of the job.
- D. Use of 12.04B for transferring employees to same or other jobs in other locations will be limited to those situations in which a force imbalance exists or as directed by the provisions of Article 7. A force imbalance exists when the number of employees performing the required volume of work is proper but is improperly distributed by location. Transfers under force imbalance circumstances will be confined to locations within 100 miles of his/her present location.
- E. When the Company decides that a job would be filled by involuntarily transferring employees from one job to another, within the same location, or outside the location, it will not

affect the running of the time-in-title nor the time-in-location referred to in 12.01B8, **9** and **10**.

12.05 Temporary Transfers.

- A. None of the foregoing provisions of this Article will apply to temporary transfers, which are defined as follows: An employee will be in a temporary transfer status when he/she is assigned to work outside his/her permanent reporting location and is not returned to such location on Company time at the conclusion of the day's work.
1. When an employee is to be assigned to work outside his/her permanent reporting location, the Company will advise the employee whether he/she will be temporarily transferred, or be returned to his/her permanent reporting location at the conclusion of each day of work. In the event that the employee is returned to his/her permanent reporting location at the conclusion of the day's work, the assignment will be considered as "all in a day's work".
 2. The Company may terminate a temporary transfer by returning the employee to his/her permanent reporting location on Company time and expense. However, temporary transfers will not be terminated on non-scheduled or non-work days prior to the completion of the employee's temporary assignment, except as follows:
 - a. When the employee's services are temporarily needed in his/her permanent reporting location for a full tour or more.
 - b. Employees may be permitted to take their scheduled vacation, unscheduled vacation, excused time, or Paid Personal Time etc., while on a temporary assignment. In this event, the Company is obligated to return the employee to his/her permanent reporting location on Company time and travel expense, provided he/she wants to commence his/her vacation from his/her home base. Should the employee elect to commence his/her vacation at his/her temporary location and continue to receive his/her per diem allowance, he/she may do so, if

- the per diem cost for the period does not exceed the cost of returning the employee to his/her permanent reporting location and back to the temporary location on Company time and expense.
- c. When the employee becomes ill to the extent that he/she is unable to work, and his/her illness is expected to continue for an extended period. In this event, his/her temporary transfer should be terminated as soon as he/she is able to travel. (An illness that is expected to be of short duration should be handled in accordance with "c" above if the employee is able to return to his/her permanent reporting location.)
3. When an employee's temporary transfer is terminated under the conditions outlined in 12.05A2b, and c above, he/she may be placed back on the same temporary assignment, provided he/she returns to the temporary location on his/her first scheduled day to work after his/her transfer was terminated. If the employee performs work in his/her permanent reporting location after a temporary transfer has been broken, he/she should not be placed back on temporary transfer except as required or permitted under the selection procedures outlined in 12.05C1 or C2.
 4. A temporary transfer may be terminated without the employee having to physically return to his/her home base. He can be paid for the equivalent time and travel expense that would have been incurred had he/she actually returned. Such time and expense should be based on the means of transportation authorized by the Company at the beginning of his/her temporary transfer.
- B. The Company recognizes the undesirability, both from the standpoint of the transferring employees and the resident employees, of temporarily transferring employees to work away from their regular location for extended periods, and will neither make nor effectuate such transfers except to meet needs of the business.

1. When it does become necessary to temporarily transfer an employee(s), such employee(s) will be given as much advance notice as feasible. Where the temporary transfer is beyond reasonable commuting distance and is expected to last in excess of one week, and the employee(s) was not given as much as five (5) days of advance notice, he/she should be given a reasonable amount of time off with pay, if needed, to handle his/her personal business prior to being transferred. Such excused time should not exceed one tour for interstate transfers or one session for intrastate transfers.
- C. The following procedures will be followed in the selection of individual employees for temporary transfers. However, in emergency situations the Company may transfer work groups without applying these procedures.
1. When it becomes necessary to transfer employees temporarily to an assignment expected to be of more than one week duration, the Company will make a determination as to the work unit or units from which it desires to make such transfers. (Work unit for this purpose will be all employees within a given title who have a common place of reporting and who perform the same job duties.) All employees in the unit or units will be notified of the proposed transfer, either by personal supervisory contacts or by a notice placed on bulletin boards within the selected unit or units. Those qualified employees volunteering for the temporary assignment will be selected and transferred in order of seniority, needs of the business permitting.

If the above procedure does not produce a sufficient number of volunteers, all employees holding the same title and who are performing the same job duties within the location (in multi-district locations, the district) and department from which the transfers are to be made will be notified of the proposed transfers, either by personal supervisory contacts or by notices placed on bulletin boards. Qualified employees volunteering for the

assignment will be selected and transferred in order of seniority, needs of the business permitting. Should additional employees be needed, selection will be made in the inverse order of seniority from among qualified employees, in the same job title and department who are performing the same duties, within the same location (in multi-district locations, the district) from which the Company elects to make the transfer, needs of the business permitting, provided such transfers will not result in a special hardship to such employees or their immediate families.

2. When temporary transfers are expected to be of one week duration or less, the Company will make a determination as to the work group in the location from which it desires to make such transfers. Where practicable, all employees in the work group will be notified of the proposed transfer, either by personal supervisory contact or by a notice placed on the bulletin board within the selected work group. Those qualified employees volunteering for the temporary assignment will be selected and transferred in order of seniority, needs of the business permitting.

If the above procedure does not produce a sufficient number of volunteers, volunteers will be sought using the same procedure from among all employees in the work unit in the location from which the Company desires to make such transfers. Those qualified employees volunteering for the temporary assignment will be selected and transferred in order of seniority, needs of the business permitting.

If the above procedures do not produce a sufficient number of volunteers, the transfer will be made by transferring in the inverse order of seniority the first qualified employee in the work unit from which the Company has elected to make the transfer, needs of the business permitting, provided such transfer will not result in a special hardship to such employee or his/her immediate family.

3. When temporary transferees under 12.05C are transferred to a location in another state, resident employees in work groups in that location performing the same work as that being performed by the temporary transferees will be offered six day work opportunity whenever the temporary transferees are offered six days.
- D. Basic pay treatment for temporarily transferred employees will continue in accordance with the wage progression scale in effect for their job classification at their home location. Any evening or night differential payments applicable will be paid in accordance with the schedule for such differentials in effect in the offices in which they are temporarily working.
 - E. Transferred employees will be returned to their permanent reporting location on a seniority basis under the following conditions:
 1. When the need for temporary employees diminishes to a point where some employees may be returned.
 2. When junior employees are available while senior employees from the same location (or work unit as appropriate), in the same title, are on temporary duty in other locations, the junior employees will be assigned to relieve the senior employees concurrent with the senior employees' next Company-paid weekend home visit, provided:
 - a. The junior employee(s) is qualified to relieve the senior employee(s).
 - b. The work being performed by the senior employee(s) can be prudently reassigned.
 - c. The senior employee(s) makes a request to return home.
 3. When employees in location "A" are selected and temporarily transferred to location "B", such employees should not be subsequently moved to another location with the following exceptions:

- a. When such employees are to perform work in a location within 40 miles of location "B", those initially selected may be so utilized.
 - (1) When it is known in advance that the employees selected are to perform work in another location within 40 miles of location "B", this information should be made known to the appropriate employees at the time such employees are being canvassed. Also, when the expected duration of such work is known, the employees will be so advised at the time of canvassing. The Company will endeavor to keep such movement, within the cluster at a minimum, needs of the business permitting.
 - b. When employees in location "A" are selected and temporarily transferred to location "B" and the need for work develops in a location more than 40 miles from location "B", the selection process specified in 12.05C should be reinstated and the appropriate employees in location "A" should be given the opportunity to volunteer for the assignment.
- F. Temporary transfers for the purpose of training will be excluded from the requirements of 12.05C1, C2 and 12.05E.
- G. The movement in and out of locations within a State and between States of employees in the job title Directory Advertising Sales Representative is not a temporary transfer under 12.05.

12.06 Appeal Rights.

The decision of the Company on any of the factors mentioned in 12.01, 12.02, 12.04, 12.05 and 13.06 will be subject to the grievance procedure set forth in Article 21. After exhaustion of the grievance procedure, a charge of bad faith or arbitrary action will be subject to the arbitration procedure set forth in Article 23, *except as provided in 12.01A1a and 12.01C*. If the Arbitrator finds that the Company acted arbitrarily or in bad faith, the

Company will promptly take the necessary steps to correct such action.

12.07 Place of Reporting.

A. The Company will designate the place at which employees will be required to report for work.

1. Change in place of reporting allowance will be handled in accordance with 9.02A. (See also Appendix C, part X.)
2. 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) from which employees will be assigned. Those employees from the designated work group(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), provided the employee's services may be profitably utilized at the new location, needs of the business permitting.

12.08 Time Considered Worked.

A. Time during the scheduled or assigned hours of an employee which is spent at the direction of the Company in travel will 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), will 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 permanent reporting location, 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 will be considered as time worked. The application of this provision will not result in an employee being paid for fewer 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 will 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.
- F. When travel time is considered as time worked it will be paid appropriately.
- G. Employees exempt from the Fair Labor Standards Act, as amended, will not require any extra or overtime payment for time spent in traveling on Company time.

ARTICLE 13

APPLICATION OF SENIORITY

13.01 Extent and Limitations (For definition of "Seniority", see 1.31).

In matters relating to assignment of hours and vacations, layoffs, rehiring after layoffs, voluntary transfers, involuntary transfers and promotions, seniority will govern to the extent and with the limitations set out in 3.02A, 5.06A, Article 7, 12.07A2, 12.01A1b, 12.01A1c, 12.01B9, 12.02, 12.04 and 12.05B respectively. The provisions of 13.03, 13.04, 13.05 and 13.06 will likewise apply.