

- 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.

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**13.02 The application of the principle of seniority will be on the following basis:**

- A. For assignment of tours, the provisions of 1.30 notwithstanding, the work group will apply with the following exceptions:
1. The Company and the Union may agree at the Director/Regional Sales Manager or higher level to assign tours in some manner other than by work groups.
  2. Employees who have a common title, a common place of reporting, a common second level supervisor (or higher level in the absence of a second level), and who perform the same type work will be grouped together for choice of tours.
- B. For Vacations, the work group with the following exceptions:
1. The Company and the Union may agree at the Director/Regional Sales Manager or higher level to assign vacations in some manner other than by work groups.
  2. Employees in the same or different titles having the same or a different place of reporting, who work under the same immediate supervisor may be grouped together for vacation selection purposes, provided they regularly relieve each other.
  3. Employees, other than those covered in 13.02B2, above who have a common title, a common place of reporting, a common second level supervisor (or higher level in the absence of a second level), and who perform the same type work will be grouped together for choice of vacations.
    - a. For the purpose of vacations, the work group for Directory Advertising Sales Representatives will be the Regional Sales Manager's (RSM) Premise Sales Organization. If, prior to vacation selection, the RSM level and the Union agree, Directory Advertising Sales Representatives may be grouped by circuit.
    - b. For the purpose of vacations, the work group for Directory Telephone Sales Representatives will be

those Directory Telephone Sales Representatives reporting to one location in the Regional Sales Manager's (RSM) Telephone Sales Organization. If, prior to vacation selection, the RSM level and the Union agree, Directory Telephone Sales Representatives may be grouped by circuit.

- C. For involuntary transfers under the provisions of 12.04, the Company Headquarters will be considered a separate location for all employees on the Headquarters payroll who are located in the Headquarters location.
- D. For Promotions, the State will be considered to be the smallest appropriate unit.
- E. For the purpose of layoffs and recallings after layoffs, the provisions of Article 7 will apply.

**13.03 Choice of Tours.**

- A. Employees will have the opportunity to exercise their seniority in preference for choice of tours, not less frequently than every thirteen weeks (except where an employee enters the work group after assignment of tours have been made as outlined in Article 3). Employees returning from leaves of absence, layoff, employees coming in by transfer or employees who have their service bridged (entitling them to additional seniority), will be granted choice of tours in accordance with their seniority at the next revision of the schedule. Once the basic schedule is completed on the basis of the above, no change will be made in basic tour assignments until the next selection period except when the Company finds it necessary for needs of the business to revise the basic schedule in less than thirteen weeks. With each such revision in a basic schedule the opportunity to exercise preference for choice of tours will be afforded.
- B. Details of procedures for assignment of tours in accordance with the above, and subject to the provisions of 3.02, are shown in Paragraphs 3.03 and 3.04.

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**13.04 Employees Transferred.**

With the limitations set forth in 13.03, employees transferred from any other BellSouth Company will receive credit for their seniority.

**13.05 Effect on Posted Work Schedule.**

It is not the intent of this Article or any provision in this Agreement to require the Company to revise a posted work schedule so as to assign an employee transferred into the work group the tours his/her seniority would otherwise entitle him/her to. Similarly, it is not the intent to require a shift in a vacation schedule to accommodate a transferred employee, or any employee returning from a leave of absence.

**13.06 Preference for Training.**

- A. When an employee within a location is to be selected for formal training to equip him/her for some higher-rated work, the principle of seniority will govern.
  - 1. "Formal training" includes the selection of employees from within a work group who are regularly scheduled to work part time or to relieve in another job in accordance with 4.07H, and the principle of seniority will be observed among all the members of the work groups who are grouped together for the purpose of overtime and vacation selections at the same place of reporting.
  - 2. In the case of an unanticipated need for selecting a person from within a work group to fill in temporarily in another job in accordance with 4.07H, the principle of seniority will be observed if such assignment extends beyond work on three consecutive work days.
- B. If job technology or functions are to be changed within a job title within a work group to the extent that the incumbents will not be able to satisfactorily perform in the job without successfully completing additional company-sponsored job-specific training, and the company has established the attainment of a minimum test score as a prerequisite to taking

the training, the company will notify all of the incumbents in all of the work groups affected within a location.

1. Such incumbents will then be offered an opportunity to take the prerequisite test as soon as practicable following such notification and, if they meet minimum test score requirements, will be considered as qualifying for taking the job-specific training.
2. Those incumbents in (1) above who fail to meet the required minimum test score will be advised of the areas in which they appear to be deficient and will be given the opportunity to receive appropriate general skills training under the Training and Retraining Program. If they complete such training they will then be considered as qualifying to the same degree as those in (1) above for taking the job specific training.
3. If an incumbent declines to take the prerequisite test at all, or declines the process offered in (2) above, or fails to successfully complete the job-specific company sponsored training, he/she will be assigned to the unchanged functions within the title within the location to the extent such work is available on a full time basis, so long as such assignment will not adversely affect operations efficiency. If such assignment is not made, or at such time such assignment cannot be continued, the employee may be treated as an "operational efficiencies" surplus under Article 7.

## **ARTICLE 14**

### **JURISDICTION OF WORK**

#### **14.01 Contract Work.**

- A. The Company will not, as a general policy, contract out traditional telephone company directory work if such contracting out will currently and directly cause layoffs or part-timing employees. However, for various reasons,