

to work in a position for which these certification requirements apply, will be paid **\$3.00** for each full session worked.

**4.08 Pay For 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 4.07A, B, C, D, E, and F will apply to such exempt employees.

**4.09 Payroll Periods and Paycheck Deliveries.**

- A. Employees in all departments will be carried on bi-weekly payrolls. Paychecks for those employees not using direct deposit will be mailed to the employee's mailing address 2-3 business days prior to payday.
- B. Check stubs for those employees using direct deposit will be mailed to the employee's mailing address 2-3 business days prior to payday. In the event that electronic or other options become available, check stubs may be made available to employees in the most efficient manner available.
- C. Payday will be on Friday following the close of each payroll period. Funds will be deposited in the employee's account or available for deposit effective Thursday following the close of a payroll period (Friday when the previous Monday is a Company holiday).

**ARTICLE 5  
HOLIDAYS AND VACATIONS**

**5.01 Authorized Holidays.**

- A. Ten holidays will be authorized (eight specified holidays and two optional holidays) as follows:

## 1. Specified Holidays:

NEW YEAR'S DAY	FRIDAY AFTER
MEMORAL DAY (Last Monday in May)	THANKSGIVING DAY
INDEPENDENCE DAY	CHRISTMAS EVE DAY (or day designated for Christmas Eve Day)
LABOR DAY	CHRISTMAS DAY

## 2. Optional Holidays:

a. An employee will be entitled to two Optional Holidays to be selected from any day other than those specified in "1" above, such as, but not limited to, Good Friday, Washington's Birthday, Veteran's Day, Martin Luther King's Birthday, employee's birthday, religious holidays or days of remembrance, etc. Employees hired January 1 to June 30, will also be entitled to the Optional Holidays. These days will be selected from the available days on the vacation schedule. Those hired after June 30 will not be eligible for the Optional Holidays in the current calendar year.

## b. Scheduling

(1) Optional holidays will be scheduled at the same time as days in lieu of holiday (see 5.06B4) which occur during a scheduled vacation week and will be chosen in seniority order from the available time remaining. Optional holidays not taken by December 31<sup>st</sup> of the calendar will be lost.

(2) No restrictions will be placed on the number of employees who may select any specific day.

(3) If an employee selects a day, which is unavailable, the Company will honor these requests in seniority order subject to the needs of the business. Employees who choose an unavailable day and who are subsequently scheduled to work will be paid in accordance with 4.04.

(4) If an employee is ill on the first day of the week and is still ill to the extent that he/she would be unable to work on his/her optional holiday scheduled in that week, it will be rescheduled upon request provided the illness is proven to the satisfaction of the Company. Such proof may include adequate medical evidence.

(5) *Optional holidays may be rescheduled during the unexpired portion of the calendar year, consistent with the needs of the business.*

**5.02 Holidays Falling on Sunday.**

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

**5.03 Holidays Falling on Saturday.**

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

**5.04 Holidays within Vacation Period.**

When an authorized holiday falls within an employee's vacation period an additional day of vacation will be provided, and selected in accordance with 5.06B.

**5.05 Vacations.**

A. Eligibility. Regular and temporary employees will be granted a vacation with pay during each calendar year as follows:

<b>SENIORITY</b>	<b>PAID VACATIONS</b>
6 Months or more (completed)	1 Week
1 Year or more (completed)	2 Weeks
7 Years or more	3 Weeks
15 Years or more	4 Weeks
25 Years or more	5 Weeks

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Exceptions:

1. In instances in which an employee becomes eligible for his/her first or second week on or after December 1, such vacation week may at the Company's option, be scheduled and taken in the following calendar year provided it is completed prior to April 1.
2. If 6 months seniority and 1 year seniority are both completed in the same calendar year only 2 weeks of vacation will be granted in that calendar year.

The first week will be taken after completion of 6 months seniority and the second week will be taken after completion of 1 year's seniority.

3. Beginning with the 2nd year of seniority the corresponding weeks of vacation may be taken any time during the calendar year in which the employee becomes eligible.

**5.06 Scheduling Vacations and Days in lieu of Holidays which Occur During a Scheduled Vacation Week.**

A. Not later than November 15<sup>th</sup> the Company will post a statement that will indicate the time available for selection of vacation and days in lieu of holidays that occur during a scheduled vacation week. As many vacation periods as possible should be made available during each week and time off will be granted consistent with the needs of the business.

1. *For vacation schedules with one (1) employee, the Company may show up to two calendar weeks as unavailable for vacation. Neither of these weeks will include a holiday. All other* calendar weeks will have available vacation periods.

B. From December 1<sup>st</sup> through January 15<sup>th</sup> employees may choose vacation periods, days in lieu of holidays, and optional holidays (see 5.01A2b) in seniority order as of January 1<sup>st</sup> of the vacation year.

1. Employees not available between December 1<sup>st</sup> and January 15<sup>th</sup> may express their choices in advance and, if available, will be assigned as chosen.

2. Employees who have not made a selection by January 15<sup>th</sup> may select from the available remaining time.
3. An employee may elect to schedule all, or part of, their vacation during the selection process.
  - a. An employee will schedule at least one week of vacation during the selection period. The employee may elect only one segment, in full week increments, until all other employees have expressed their preference.
    - (1) Initial segment selection cannot exceed four (4) weeks and is defined as a continuous period of vacation with no work time between the beginning and end.
    - (2) After all initial segment selections, the fifth week may be scheduled in conjunction with any previously scheduled segments, if available.
  - b. In the event the employee's choice for a segment has already been selected and is thus unavailable, the employee may elect to post this segment choice as a "preference" then proceed with scheduling their next choice of a segment selection.
    - (1) These preferences will be captured on a separate list – Vacation Preference List.
    - (2) Employees may elect a maximum of two (2) preferences.
    - (3) Only one preference may be posted per segment selection round.
    - (4) Preferences will be posted and taken as a segment of vacation, a minimum of one full week.

Should a segment of vacation become available in the vacation year, the employees listed on the Vacation Preference List will be given priority over any other requests for vacation rescheduling, in the order that their names appear on the list.

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- c. If the last day of the year falls on any day other than Sunday, the week in which it falls will be considered part of the calendar year under selection.
  - d. The day in lieu of New Years Day will be considered time off in the year under selection.
4. Immediately after all vacations have been selected, a canvass will be made for the selection of days in lieu of holidays, optional holidays (see 5.01A2b) and individual days including carry-over days (see 5.11A1).
  5. After an employee makes a selection no changes will be allowed during the selection period.
  6. By January 25<sup>th</sup> the Company will post a list of vacation selections and these will be made available throughout the year.
- C. Vacations may be rescheduled during the unexpired portion of the vacation year, consistent with the needs of the business, as follows:
1. An employee may reschedule part, or all, of any segment of scheduled vacation.
  2. Vacations may be rescheduled when an agreeable change can be made with another employee.
  3. If an employee is ill, or experiences a death in their immediate family, on the first day of any full week of vacation, that week or segment of vacation only will be rescheduled upon request in accordance with 5.06C1. The Company may ask for proof of such illness or death and such proof may include medical evidence.
  4. Should a segment of vacation become available in the vacation year, the employees listed on the Vacation Preference List (see 5.06B3b) will be given priority over any other requests for vacation rescheduling, in the order that their names appear on the list.
  5. Requests for rescheduled vacation will be granted based on the earliest request, except as provided in 5.06B3b, to the employee's immediate supervisor. When multiple

requests for the same day are received in a 24-hour time period the requests will be granted in seniority order.

- D. All vacation time not scheduled according to 5.06B may be taken at any time during the available periods in the calendar year as follows:
  - 1. An employee may request vacation in increments of half day, one day or more, or full weeks, except as provided in 5.06B3b.
    - a. Half day and one day or more requests should be granted upon reasonable notice (e.g., prior to the end of the previous tour), based on the earliest request to the employee's immediate supervisor. When multiple requests for the same day are received in a 24-hour time period, the requests will be granted in seniority order.
    - b. Full weeks should be granted with one weeks' notice in the same manner as 5.06D1a above.
- E. Once vacations have been scheduled they will not be changed at the initiative of the Company except as follows:
  - 1. As provided for in 5.08A and 5.10,
  - 2. If such changes will obviate the layoff or separation of other employees,
  - 3. In cases of emergencies, natural disasters or due to the needs of the business.
- F. It is not the intent of this Article to require a shift in a vacation schedule to accommodate an employee who is entering a work group. If needs of the business do not permit the employee to take vacation as originally scheduled such employees will select vacations from current available remaining periods. Employees entering a work group at the instance of the Company will be permitted to take their originally scheduled vacation, except as provided in 5.06E.
- G. A vacation will not be changed to permit an employee to receive sickness pay, except as provided in 5.06C3, nor will a vacation be changed to permit an employee to receive

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vacation pay during a period of sickness except as provided in 5.09.

### **5.07 Vacation Pay.**

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

### **5.08 Vacation Treatment for Employees Leaving the Service.**

A. An employee who leaves the service before his/her vacation is completed will be granted pay in lieu of such vacation as he/she was otherwise entitled to receive during the remainder of the current calendar year.

1. Except as provided in "a" and "b" below, an employee who is granted a leave of absence (other than a sickness leave of absence) before his/her vacation is completed will be paid in lieu of such vacation.
  - a. An employee who is granted a Union leave of absence under 26.02 will be paid in lieu of vacation only for such scheduled vacation which falls within the initial leave period (this does not apply to a period covered by an extension of leave). If such employee does not return to work during the current calendar year, he/she will lose his/her vacation or any remaining vacation and pay, if any, for the year involved.
  - b. Employees granted an Anticipated Disability Leave (ADL) will be given the option of:
    - (1) Taking unused vacation prior to the effective date of the ADL.
    - (2) Receiving pay in lieu of remaining vacation at the time of the commencement of the ADL.
    - (3) Rescheduling unused vacation upon return to work from the ADL, providing the originally scheduled vacation fell within the ADL and the return is

within the calendar year in which the vacation was originally scheduled.

- (4) Taking the vacation as originally scheduled upon return to work from the ADL.
2. An employee who leaves the service without completing six months of service, or any employee who is dismissed for misconduct as distinguished from inability or unadaptability to perform properly the duties of the job, is not entitled to any vacation pay. An employee who leaves the service without completing twelve months of service is not entitled to vacation pay for the second week of vacation.
3. If an employee dies before his/her vacation is completed, payment under "A" above will be made to the deceased employee's spouse, or if there is no spouse, to the employee's estate.
- B. An employee transferring to another BellSouth Company before his/her vacation is scheduled to begin will receive such vacation before transferring to the other Company if such transfer is arranged upon that basis. If the transfer is made before the vacation is given, the Company receiving the employee on transfer will be so advised.

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

- A. An employee who resumes employment following a leave of absence (other than a sickness leave of absence or an Anticipated Disability Leave) and who has not previously received his/her vacation for the year in which he/she resumes employment will be eligible to a vacation when he/she has worked for as much as thirteen weeks following his/her last paid vacation or pay received in lieu of vacation.
- B. An employee returning to work following a sickness absence, or a sickness leave of absence, an Anticipated Disability Leave of Absence, or an employee resuming employment

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following a pension status, will be eligible to any of his/her vacation not previously taken during the current calendar year.

- C. An employee transferring to this Company from another BellSouth Company who has completed six months or more of seniority will receive vacation, in accordance with 5.05, for the current year from this Company covering that portion of vacation which the employee did not receive from the other Company.
- D. Paragraphs A and B above notwithstanding, any employee returning to service in a temporary position will be eligible to receive vacation treatment to which entitled after having completed three months in the temporary assignment.

#### **5.10 Vacation Treatment for Sick Employees.**

- A. An employee with six months or more of seniority who is granted a sickness leave of absence before his/her vacation is completed will be granted pay in lieu of such vacation as he/she was otherwise entitled to receive during the remainder of the current calendar year, except that an employee who has not completed twelve months of seniority is not entitled to the second week of such vacation until after the completion of twelve months of seniority.
- B. An employee who returns to duty from sickness disability who has not received all vacation scheduled during the period of disability, will reschedule such vacation under the provision of 5.06C, during the remainder of the calendar year in which the vacation was originally scheduled.

#### **5.11 Vacation Limitation.**

- A. Vacations are not cumulative and are intended to be taken in the calendar year they are due except as provided in 5.05A1 and as follows:
  - 1. An employee may elect to carry-over up to five (5) vacation days into the next *calendar* year. All such carry-over days will be scheduled according to 5.06B4 or requested according to the provisions of 5.06D.

2. *If an employee's scheduled vacation is changed by the Company under 5.06E3, or if the Company requests that an employee change a scheduled vacation and the employee agrees, the employee will be permitted to carry over up to five (5) days into the next calendar year if there are insufficient weeks or days available to reschedule in the current calendar year. Any days eligible for carry-over due to a change in scheduled vacation shall be in addition to the days provided for in 5.05A1 or 5.11A1.*

## ARTICLE 6 ABSENCES FROM DUTY

### 6.01 Leaves of Absence.

- A. Leaves of absence without pay will be granted for good cause and for reasonable lengths of time provided needs of the business permit and further provided that there is nothing in the record of the employee requesting the leave which would prevent his/her re-employment.
  1. Notwithstanding "A" above, an employee of more than one month of service who is sick and unable to resume work after seven calendar days of such sickness, or after the expiration of sickness benefit payments when such payments are made will be granted a leave of absence for a reasonable length of time unless eligible for coverage under the Long Term Disability Plan.
  2. Leaves of absence and reinstatements from anticipated disabilities will be handled in accordance with the Anticipated Disability Leave of Absence Program.
  3. Employees granted leaves after sickness benefits have been exhausted will have none of the period of such leaves included in computing their seniority.
  4. Where leaves are granted to employees with less than three months seniority, none of the period of leave will be included in computing seniority.