

**ARTICLE 8  
EMPLOYMENT SECURITY**

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

- A. When an employee is involved in an interdepartmental transfer, or *reassigned* within his/her department, to a lower-rated job as a result of asserting his/her seniority rights under 7.01D, 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 will be reduced to that applicable to his/her wage length of service on the lower wage scale and he/she will thereafter progress on such scale.
- B. RPPP (Reassignment Pay Protection *Plan*). When an employee is *reassigned* to a lower rated job under 7.01C, or as a result of a medical impairment (see 8.04) the employee's rate of pay will be reduced over a period of time based on the employee's length of seniority.
1. The reductions in pay will be effective at *designated* periods following reassignment as shown below and each reduction is based on the difference in the appropriate rates for the old and new jobs:

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

## Article 8

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Employees with 15 or More Years of Seniority  
(Exception see 8.01**B2** below)

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

2. An employee with 15 years or more of seniority who, due to technological changes, or as a result of a medical impairment (see 8.04), is assigned to a vacancy with a lower rate of pay than the then current rate of the employee's regular job will 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 will 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:

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

3. *Employees who, due to technological changes, or as a result of a medical impairment (see 8.04), are reassigned to a lower-rated job, and who are being paid, either immediately before or after the reassignment, on a leveraged plan, will be paid at their current earnings level based on the non-selling rate of pay (DASR's will be paid average pay) or pursuant to the compensation plan they are assigned to, whichever is higher, in accordance with the time periods and reduction schedules in 8.01B1 & 2 above. Upon reaching the full reduction level under 8.01B1 or 2 above, employees shall be paid in accordance with the compensation plan for the position to which they have been reassigned.*

4. *In accordance with the Demotion Policy, long-term employees who are demoted by the Company, and who are being paid, either immediately before or after the demotion, on a leveraged plan, will be paid at their current earnings level based on the non-selling rate of pay (DASR's will be paid average pay) or pursuant to the compensation plan they are demoted to, whichever is higher, and reduced as shown below:*

<b>WEEKS</b>	<b><i>Reduction In Difference In Old &amp; New Rate</i></b>
<i>1 thru 4</i>	<i>No Reduction</i>
<i>5 thru 8</i>	<i>1/3 Reduction</i>
<i>9 thru 12</i>	<i>2/3 Reduction</i>
<i>13 &amp; thereafter</i>	<i>Full Reduction</i>

5. *The parties recognize that in some instances, the amount of a DASR's non-selling work activity may result in an exceedingly low average earnings amount. When these special circumstances exist, the parties may discuss if wage scale P2 should be used instead of the average earnings amount for pay protection purposes under the plan.*
- C. An employee who has been reclassified to a lower-rated job and who is subsequently promoted to a higher-rated job will be treated in accordance with Article 2.06.
- D. In all other instances in which an employee is involved in an interdepartmental transfer, or *reassigned* within his/her department, to a lower-rated job, his/her rate of pay will be computed as follows:
1. His rate of pay will not be reduced if it is not above the maximum rate for the new job and he/she will 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 will 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 *lower rated* job to which he/she is being *reassigned*, his/her wage experience credit will be established as the wage experience credit formerly attained in the lower *rated job* 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 will be reduced to that maximum.

E. Employees involuntarily transferred under the provisions of 12.04 will 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 7.01E.

## **8.02 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 medical impairment (see 8.04), or a technological change (defined in **1.34** as changes in equipment or methods of operation) has or will create a surplus in any job title in a work location which will necessitate lay-offs or involuntary permanent reassignments of regular employees to different job titles involving a reduction in pay or to work locations requiring a change of residence, or if a force surplus necessitating any of the above actions exists for reasons other than technological change and the Company deems it appropriate, employees in the affected job titles and work locations, who have at least one (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 subject to the

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following conditions: The Company will offer Expanded SIPP (ESIPP) as provided in 7.01C for technological/operational efficiency surplus, *or economic reason*.

- 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 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. An employee's decision to leave the service of the Company and receive SIPP/ESIPP benefits must be in writing and transmitted to the Company within 10 calendar days from the date of the Company's offer in order to be effective and it may not be revoked after such 10 day period.
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 forty-eight (48) months. The employee may elect to receive this payment in one lump sum should he/she so desire.
  3. The following SIPP/ESIPP payment table is designed for use with technological and/or economic surplus under Article 7 and for employees with a medical impairment as described in 8.04. 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.

Voluntary SIPP/ESIPP Payment Table

Completed Years of Continuous Service	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	6000	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
10-11	8,500	8,800	9,100	9,400	10,200	10,400	10,800
12-13	10,200	10,500	10,800	11,300	12,200	12,600	13,000
14-15	11,800	12,300	12,800	13,400	14,300	14,800	15,300
16-17	13,400	14,100	14,600	15,300	16,600	17,200	17,800
18-19	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 and over	30,700	32,100	33,700	35,400	38,700	40,300	42,100

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4. In addition to the conditions set forth above, any payments to a recipient hereunder will be suspended upon the happening of any of the following:
    - a. Re-employment of the recipient by the Company.
    - b. Employment of the recipient by an affiliate or subsidiary company within the same control group of companies as is the Company.
    - c. Employment of the recipient by a competitor of the Company or competitive self-employment.
- B. Extended Medical Coverage.
1. Employees (1) whose employment is terminated as a result of layoff or application of the force adjustment procedures; or employees with medical impairments who are released pursuant to 8.04, or (2) who elect to leave the service of the Company pursuant to the provisions of the Supplemental Income Protection Program or the 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.

### **8.03 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 or terminated under 12.02D2.
  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 location 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.

Article 8

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B. Termination allowances due under 8.03A1 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:

<b>Completed Net Credited Service</b>	<b>Number Weeks' Pay</b>	<b>Completed Net Credited Service</b>	<b>Number Weeks' Pay</b>
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 8.03A2, 8.03A3 and 8.03A4 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:

<b>Completed Net Credited Service</b>	<b>Number Weeks' Pay</b>	<b>Completed Net Credited Service</b>	<b>Number Weeks' Pay</b>
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 8.03A and 7.01 after having been re-engaged from a previous service termination under the conditions outlined in 8.03A 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 8.03B 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% nor more than 10% of the basic wage per week or per month.

**8.04 Employees with Medical Impairments.**

- A. An employee who is, due to physical or mental impairments, no longer able to perform the essential functions of his/her job, with or without reasonable accommodation, is entitled to the rights of the Collective Bargaining Agreement and such employee will be eligible for treatment under the provisions of 8.01 and 8.02 of this Agreement.

**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. Company Initiated: When an employee is transferred from one permanent reporting location to another in accordance with 7.01C, and 12.04, except as limited by 7.01G, 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 (1) exploratory trip for self and spouse from the old location to the new location at Company expense to find a new