

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

residence and the following expenses will be paid by the Company:

- a. Actual transportation costs of Company designated public transportation between cities, (unless Company transportation is provided) or the equivalent if the employee uses privately arranged transportation. Local transportation at the new location may be provided by the Company. If the Company does not provide such transportation, an allowance of \$10.00 will be paid the employee in lieu of local transportation costs during the exploratory trip.
 - b. Receipted lodging for employee and spouse not to exceed two (2) nights.
 - c. Receipted meal expense for the employee and spouse not to exceed three (3) days.
 - d. The employee will suffer no loss of regular pay for up to three (3) days.
 - e. Receipted reasonable baby sitting charges for child care if required, not to exceed two (2) nights and three (3) days.
2. 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.
 - a. The employee will be reimbursed, upon presentation of receipted bills or other evidence of payment, for actual costs of transportation, meals, lodging and other incidental expenses of himself, and the members of his/her immediate family residing with him/her, including drayage costs (includes movement of mobile homes) and the other incidental expenses of moving household furnishings. All expenses to be reimbursed under this Article must be submitted for reimbursement within six (6) months of the effective date of the transfer, unless the exception is agreed to by the Company.

3. The following options are provided with respect to a relocated employee's disposal of his/her principal residence, which is limited to one- or two-family houses, condominiums, and townhouses. Mobile homes, house boats, lake houses, farms or other land in excess of five (5) acres on which the employee lives will not be eligible under this plan.
 - a. The employee may elect to sell his/her own residence in which case the following actual out-of-pocket expenses connected with the sale will be paid by the Company:
 - (1) Realtor's commission for selling the property. This commission is not to exceed the rate generally in effect in the community.
 - (2) Any penalty payment that the employee must pay because of pre-payment or early payment of the mortgage loan on his/her residence, not to exceed \$200.00.
 - (3) Appraisal fee or expense if paid by the seller.
 - (4) Cost of preparation of abstract or cost of title insurance or title search in those localities in which there is a well-established practice of the seller furnishing proof of title (by abstract, title insurance or other title search). Such expenses are not reimbursable where the seller varies from the established local practice of the purchaser paying for his/her own title insurance, abstract or title search.
 - (5) The cost of any federal revenue or documentary stamps that the seller has to purchase in connection with the transfer or sale of his/her residence.
 - b. Employees who have been unable to sell their home within nine (9) months from the date of transfer will be paid a lump sum payment of 7 1/2% of the appraised value of the employee's property. The appraised value

will be based on the average of two independent appraisals. Both appraisals will be made by appraisers selected by the Company and should be completed by the end of the 9th month following the date of the transfer. The employee may suggest an appraiser who is on the Company's list of approved appraisers. Consideration will be given to using that appraiser for one of the two appraisals. The average of these two appraisals will normally be the established value of the employee's property. However, if the lower appraisal varies from the higher by more than 5%, a third appraisal will be ordered and the average of the three appraisals will become the appraised value.

- (1) The payment of the lump sum described in "b" above relieves the Company of any further obligations under 9.01B3.
 - (2) Disputes that may arise under 9.01B3b are not subject to the grievance procedure nor arbitration.
4. The Company will also reimburse the employee for the following expenses:
- a. Expenses incurred for disconnecting normal household appliances at the old residence and reconnecting said appliances at his/her new residence. This item includes the expense of providing interior wiring (including 220 volt wiring) and interior pipe and tubing extensions which are necessary in order to use the electric or gas appliances which are being moved from the residence at the old location. The expenses of new or rearranged entrance facilities for either gas or electricity are not to be included. It is also understood that appliances as used in this paragraph do not apply to television antenna installations at either the old or the new residence.
 - b. Connection charges for utility service. This item includes only charges which are paid to the utility as a connection charge and does not include advance

deposits required by the utility as insurance for the payment of future utility bills.

- c. Expenses incurred for refitting, installation of drapes, curtains, rugs or carpets. This item is limited only to the cost of installation and refitting of drapes and curtains, and the refitting and laying of rugs or carpets and does not include any replacement cost or the cost of any additional or new material.
 - d. Loss of unexpired rent for a period not to exceed one month, except that in case of undue hardship, consideration will be given to reimbursing the employee for unexpired rent beyond one month.
- C. Any change in the designation of an employee's permanent reporting location that is more than 40 miles will be considered and treated as a transfer for the purposes of this Section.

9.02 Change in Place of Reporting Allowance.

(Note: This provision does not apply to employees whose work assignments require them regularly to work away from their permanent reporting location.)

- A. When an employee's place of reporting is temporarily changed within his/her permanent reporting location, he/she will be paid a daily allowance of \$7.50 provided that the temporary place of reporting lies beyond a radius of one mile from the regular place of reporting. (*See also Appendix C.*)
 - 1. A temporary transfer to a single new place of reporting that will extend beyond four weeks will be handled as a 12.07A move without differential payment.

9.03 Travel During the Tour.

(Note: This provision does not apply to employees who are on an automobile allowance.)

- A. Time spent in traveling at the direction of the Company during the work day after reporting for duty, and before release from duty, will be treated as work time.

- B. If an employee receives permission to use his/her personal car the Company will reimburse the employee at the IRS standards based on distance calculations between locations (see 9.04A1 and 9.04A1a below). The IRS standards will be adjusted annually as necessary.

9.04 Travel Expense.

(Note: The provisions in Article 9.04 apply to all employees. Employees may receive, in lieu of a reimbursement, an advance consistent with the provisions below, or may have travel arrangements made by the Company.)

- A. An employee who is on temporary transfer, or employees whose work assignments require them regularly to work away from their permanent reporting location, will be reimbursed in accordance with the following:

1. Distance calculations under this Article will be determined by using *a web based system designated by the Company*.
 - a. Distance calculations are figured from one location to the other, or from the employee's regular established residence, whichever is nearer.
2. When an employee is assigned to report to an office at a location or place of reporting within 40 miles (see 9.04A1 and 9.04A1a above) of his/her permanent reporting location, the employee will travel on his/her own time and will only be entitled to a commuting allowance of **\$30** per day.
3. When an employee is assigned to work at a location or place of reporting more than 40 miles (see 9.04A1 and 9.04A1a above) of his/her permanent reporting location, the employee will be reimbursed as follows:

An employee may elect "a" or "b" below:

- a. To make his/her own living arrangements and receive a per diem allowance of:

Zone A	\$68.00
Zone B & C	\$57.00

- b. To stay at a hotel/motel:
 - (1) of his/her choice within the location or;
 - (2) authorized by the Company;

If the employee elects "b" above, upon presentation of a properly receipted bill or other evidence of payment, he/she will be reimbursed for the rate of the authorized hotel/motel, or the actual rate of the selected hotel/motel, not to exceed the rate of the authorized hotel/motel.

If the employee elects "b" above the employee will also be paid a daily allowance for meals and all other expenses in accordance with the following:

Zone A	\$47.00
Zone B & C	\$41.00

The meal allowances above will be increased by \$2 on August 5, 2007.

- 4. When an employee is assigned to report to a location more than 40 miles (see 9.04A1 and 9.04A1a above) from his/her permanent reporting location the employee may choose to commute and will be reimbursed as follows:
 - a. An employee who is not on an automobile allowance will receive a commuter allowance of **\$30.00** per day plus mileage at the IRS standards, for the miles in excess of 80 miles (round trip) (see 9.04A1 and 9.04A1a above) from his/her permanent reporting location.
 - b. An employee who is on an automobile allowance will receive a commuter allowance of **\$30.00** per day plus **19¢** per mile, for the miles in excess of 80 miles (round trip) (see 9.04A1 and 9.04A1a above) from his/her permanent reporting location.
- B. The payment, under 9.04A3 above, is limited to five nights Sunday thru Thursday, except for situations such as training or

overtime which may require more than 5 days. Employees working on campaigns greater than **145** miles (see 9.04A1 and 9.04A1a above) from their permanent reporting location may, at their option, receive the payment under 9.04A3 for seven nights during such campaigns.

When an employee travels and stays overnight and the combination of his/her travel time, as described in 9.04C or 9.04D below, and work time if any, at the temporary location does not exceed one-half the length of a normal tour, he/she will be entitled to one-half the applicable expense allowance. On a day the employee returns to his/her permanent reporting location or home, he/she will receive one-half the applicable expense allowance.

- C. For non-exempt employees whose work assignments require them regularly to work away from their permanent reporting location travel time on week days will be allowed at the rate of 45 minutes for each 60 miles (see 9.04A1 and 9.04A1a above).
 - 1. The above provision does not apply for employees that elect the commuter option as described in 9.04A4.
- D. For exempt employees whose work assignments require them regularly to work away from their permanent reporting location travel time will be allowed at the rate of 30 minutes for each 50 miles (see 9.04A1 and 9.04A1a above) to return to the reporting location.
- E. When an employee is assigned to work at a temporary location or remote location he/she will receive no expense payments if that temporary location is his/her principal place of residence.

9.05 Interim Return Home Expense.

- A. In the event of extended periods of temporary transfer, the Company will pay authorized transportation costs for the employee to visit his/her home on non-scheduled days. The frequency of visits to the employee's home should be based on the expected duration of the temporary assignment. The following frequency for return home visits should be

permitted if the employee so desires. When an employee elects to visit his/her home he/she will not be entitled to travel time.

Expected Duration of Temporary Assignment Permitted Home Visits

21 days or less	None
22 days through 35 days	One
36 days through 49 days	Two
50 days through 63 days	Three
More than 63 days	One for each additional period of 21 days

- B. An employee may have his/her spouse or a member of his/her immediate family travel to the temporary work location in lieu of the employee traveling to his/her home location. Expenses for such travel are reimbursable to the employee up to an amount not exceeding the expenses which the employee would have incurred in traveling to and from his/her home location. In those instances where the spouse or a member of the employee's immediate family visits the temporary location, he/she will not be entitled to the per diem on non-scheduled non-work days during such visits.

9.06 Automobile Allowance.

- A. As a condition of employment, each Directory Advertising Sales Representative, Directory Special Account Representative, Major Account Representative, Premise Collector, *Premise Non-Billing Representative, Directory Advertising Sales Representatives – Expansion Market, and Internet Sales Representative – Premise* will be required to have a valid drivers license and to provide an appropriate motor vehicle, acceptable to the Company as to appearance and operating condition, to be used for Company business.

The vehicle must have liability and property damage insurance in an amount satisfactory to the Company showing the Company as co-insured. A copy of this policy must be delivered to the Company. The Company will discharge all of its obligations for the use of the motor vehicle as rental by the payment per week as follows:

1. A Directory Advertising Sales Representative, Directory Special Account Representative, Major Account Representative, Premise Collector, ***Premise Non-Billing Representative, Directory Advertising Sales Representatives – Expansion Market, and Internet Sales Representative – Premise*** will receive a weekly payment as shown below, based on his/her permanent reporting location:

Asheville	<i>\$98.00</i>	Morrow	<i>\$109.00</i>
Atlanta/Tucker	<i>\$109.00</i>	Macon	<i>\$101.00</i>
Augusta	<i>\$101.00</i>	Marietta/Smyrna	<i>\$109.00</i>
Boca Raton/Deerfield Beach	<i>\$111.00</i>	Melbourne	<i>\$98.00</i>
<i>Cartersville</i>	<i>\$109.00</i>	Miami	<i>\$117.00</i>
Charlotte	<i>\$98.00</i>	<i>Miramar</i>	<i>\$117.00</i>
Columbia	<i>\$98.00</i>	Orlando/Maitland	<i>\$98.00</i>
Columbus	<i>\$100.00</i>	Pensacola	<i>\$98.00</i>
Ft. Lauderdale	<i>\$111.00</i>	<i>Port St. Lucie</i>	<i>\$103.00</i>
<i>Fort Walton</i>	<i>\$98.00</i>	Raleigh	<i>\$98.00</i>
Greensboro	<i>\$98.00</i>	Roswell	<i>\$109.00</i>
Greenville	<i>\$98.00</i>	Savannah/Garden City	<i>\$101.00</i>
Gwinnett/Duluth	<i>\$109.00</i>	Wilmington	<i>\$98.00</i>
Jacksonville	<i>\$98.00</i>		

- a. In the event the Company establishes a new permanent reporting location, a weekly payment rate will be established for the new location.

- b. Weekly payments may be suspended after 60 days for illness benefits.
 - B. Interlocation mileage and mileage to non-BellSouth Telecommunications locations will be reimbursed at *19¢* per mile.
 - C. *The automobile allowance amounts in 9.06A will be increased by \$7 on August 5, 2007. The mileage reimbursement detailed in 9.06B will be increased on August 5, 2007 by the percent of change in the IRS rates during the contract period.*
- 9.07** Periodically, employees will be required to submit an individual expense voucher for reimbursement for travel expenses incurred or report expenses on their work reports.
- 9.08** Employees who are on an automobile allowance will be paid a cellular phone allowance as follows: \$60 per month for those who use a BellSouth provider, \$60 per month for those who are in areas where a BellSouth provider is not available, or \$30 per month for those who do not use a BellSouth provider. The allowance will be paid provided the employee furnishes the Company proof of cellular phone service on an annual basis.

ARTICLE 10

DIRECTORY ADVERTISING SALES WORK

10.01 Major Account Representatives (MAR).

- A. Market Assignment Criteria:
 - 1. An advertiser becomes a MAR account when meeting the criteria in 10.01A2 below and when assigned to a Major Account Representative. Clearly identifiable MAR level accounts assigned to another sales channel will be immediately reassigned to the MAR channel.
 - a. Once an account is assigned to a MAR all activity on that account and/or associated accounts will be credited to that MAR.