

1. If the employee has less than 3 months service (exclusive of formal training) in the job from which he/she was demoted at the time of the demotion, the matter will be subject to the grievance procedure set forth in Article 21 but will not be subject to arbitration.
2. If the employee has 3 months or more of (exclusive of formal training) service in the job from which he/she was demoted, the matter will be subject to the full grievance and arbitration procedures set forth in Articles 21 and 23.

11.02 Reinstatement.

- A. In the processing of grievances or arbitration (*see Article 23.02 Expedited Arbitration*), unless the parties at the State or higher level mutually agree to the contrary with respect to the particular grievance or arbitration case, the following will apply: If as a result of such grievance or arbitration procedure it is determined that the employee was discharged, suspended or demoted without just cause, the Company agrees to reinstate the employee and to reimburse him/her according to the following:
 1. In a discharge case, the employee will receive his/her regular pay for the time lost less the amount of any termination pay received from the Company and unemployment compensation received or receivable; and the employee will receive an additional 7% of the remaining amount.
 2. In a suspension case, the employee will receive his/her regular pay for the time lost.
 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 a composite of all funds for the period the employee was off the payroll.

ARTICLE 12

PROMOTIONS, TRANSFERS AND JOB VACANCIES

12.01 Advertising Anticipated Job Vacancies.

- A. Job vacancies within the bargaining unit will be adequately advertised via the staffing system.
 1. The following jobs are considered as career entrance jobs:
 - Frame Attendant
 - Material Service Coordinator
 - Office Assistant
 - Office Clerical Assistant
 - Operator
 - Outside Plant Technician
 - Processing Assistant
 - Services Technician
 - 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,