

including but not limited to law, regulations, changing industry structure, economic conditions, and business considerations, it is not possible to make specific commitments on contracting out work elements of the business.

- B. In making decisions regarding contracting out of work, it is management's objective to consider carefully the interests of the customer, the concern of employees as to its effect on them, and all other considerations essential to the management of the business.
- C. The Company will notify the Union in advance of implementing major changes in the use of contract services.

#### **14.02 Non-Performance of Craft Work by Supervisors.**

The Company agrees that it will not as a general practice work supervisory employees who are classed as "Executive" employees under the provisions of the Fair Labor Standards Act, as amended, on work ordinarily performed by non-supervisory employees except for purposes of instruction or to meet emergency conditions. The parties recognize, however, that there are proper exceptions to this general practice, made in the interest of the service or economical operation, and in such cases nothing herein is intended to prohibit the Company from working such supervisory employees on non-supervisory work.

### **ARTICLE 15**

#### **JOB DESCRIPTIONS, TITLES AND CLASSIFICATIONS**

##### **15.01 Job Titles and Classifications.**

Whenever the Company determines it appropriate to create a new job title or job classification in the bargaining unit, or to restructure or redefine an existing one, it will be handled as follows:

- A. The Company will notify the Union in writing of such job title or classification and will furnish a job description of the duties and the wage rates and schedules initially determined for such

job titles and classifications. Such wage rates and schedules will be designated as temporary. Following such notice to the Union at the Company bargaining level, the Company may proceed to staff such job title or classification.

- B. The Union will have the right, within thirty (30) days from receipt of notice from the Company, to initiate negotiations concerning the initial wage rates or schedules established as temporary by the Company.
- C. If negotiations are not so initiated or if agreement is reached between the parties within sixty (60) days following receipt of notice from the Company concerning the wage rates and schedules, the temporary designation will be removed from the job title or classification.
- D. If negotiations are initiated and the parties are unable to reach agreement within sixty (60) days following receipt of notice from the Company, the Union will provide the Company in writing a statement of their position containing the wage rate they consider appropriate for the new or restructured job. The issue of an appropriate schedule of wage rates will then be submitted to a neutral third party (NTP), to be selected as set forth below, for determination of the final schedule of wage rates.
- E. It is expected that agreement on a job description be reached during the negotiation. If such agreement is not reached, a joint job description verification study will be undertaken to ensure that the work components assigned to the job by the Company are accurately described. If, following this verification study and any resulting modifications to the job description, agreement still cannot be reached that the work components are accurately described, grievance and arbitration procedures may be initiated. Such grievances must be filed by the Union at the Executive level within the sixty (60) day period described in "D" above.

- F. Once the parties agree the job has been accurately described or the matter has been resolved by arbitration, the Company and the Union will notify the NTP that he/she has been selected and arrange a meeting within the third or fourth week of the first thirty (30) days at a place mutually agreeable with all parties. The NTP will also be informed that each of the parties will send their written rationale for the proposed wage rate of the disputed job to the NTP within two (2) weeks. This will include a job description and other agreed upon information. (Memorandum of Understanding)
- G. The Union and Company will meet within two (2) weeks and exchange their rationale for their proposed rate. This will normally include comparisons of not more than two (2) existing bargained-for jobs that each party feels will justify their position. They will jointly mail the required material to the NTP. This material will include: (1) an agreed upon job description of the disputed job, (2) the job descriptions of existing jobs (not more than two) that each party feels justifies the rate of the disputed job and the wage schedule that each party believes should apply, and (3) the parties may include information such as competitive market rates if they so desire. (Memorandum of Understanding)
- H. At the meeting, each party may verbally present its position to the NTP. This meeting is for the purpose of providing the NTP with detailed information concerning the duties of the job, the skills required, the training necessary to perform the work and other related information. Similar information for the comparable jobs as detailed in "G" above may be provided so that the NTP can expeditiously render a fair and informed decision determining the wage rate for the disputed job. It is generally expected this informative meeting would be concluded in one (1) day or less and be completed within thirty (30) days of the NTP selection. Each party will bear the expense of its representatives and witnesses at this meeting.
- I. At the conclusion of this meeting, the NTP must notify the Union and Company if additional information or a job visit is required. The parties will coordinate the provision of

additional information or a job visit. If the Union and Company representatives wish to accompany the NTP on the job visit or incumbent interview, they may do so. All of these arrangements must be made so that the decision can be reached within sixty (60) days. (Memorandum of Understanding)

- J. While it is not intended that such third party undertake a full and complete job evaluation study, he/she or she will review the job titles and their respective wage schedules as submitted by the Company and the Union for comparison purposes. Also, if necessary the NTP may make an on-site inspection of the workplace and conduct a reasonable number of interviews of incumbents.
- K. The decision should include a brief rationale for the wage schedule that was selected for the disputed job. The intent is that the NTP will select either the wage schedule submitted by the Company or the Union. In the event the NTP selects the wage schedule submitted by the Union, the new schedule will be placed in effect retroactively to the date notification was given to the NTP as specified in "F" above, up to a maximum of sixty (60) days. If the parties mutually agree to waive the time frames specified in Article 15, the period of retroactivity will be a negotiable item to be addressed in the final evaluation of the issue.
- L. The expense of the NTP will be borne equally by the parties.
- M. The neutral third party referred to above will be selected by mutual agreement from a list of five individuals compiled by the Company and the Union. Such individuals on the list will possess acknowledged expertise in the area of job evaluation.

#### **15.02 Procedures to Contest Schedule of Wage Rates.**

The procedures set forth in 15.01 above will be the exclusive means by which the Union may contest the schedule of wage rates which the Company sets for any new or restructured job title or classification.

**ARTICLE 16**  
**HEALTH AND SAFETY**

**16.01 Health and Safety Committee.**

The Company will continue to make provisions for the safety and health of its employees. The Union agrees to cooperate with the Company in assuring conformance to all established safety regulations.

- A. In order to address issues of joint concern related, but not limited to, issues of safety, VDT usage and ergonomics the parties may, upon mutual agreement at the Executive Level, establish an Occupational Safety and Health Committee. This Committee will consist of an equal number of Union and Company members. The Company agrees to reimburse employees for the time spent in conjunction with attendance at such meetings.
- B. Upon the request of either party, Company or Union, at the local level (i.e., local CWA President and Director/Regional Manager), a Health and Safety committee (two or more individuals) will be established to identify issues of joint concern. Committees will be responsible for coordinating with appropriate Company subject matter experts in resolving issues of concern, as applicable.
- C. Any claims that the Health and Safety provisions of this Article have been violated will be subject to the Grievance Procedure outlined in Article 21.08.

**ARTICLE 17**  
**UNION FUNCTIONING**

**17.01 Promotions and Transfers of Union Officers.**

- A. The Company agrees that it will not promote or transfer any duly certified local Union representative without the consent