

ARTICLE XXII

Customer Service Representative Advancement Program

1. The provisions contained in this Article establish an Advancement Program for the job classification of Customer Service Representative. The classification of Customer Service Representative replaces the former Customer Accounts Clerks classification and is applicable to employees working as a Customer Service Representative at any location.

2. Entry to the Program:

- A. All vacancies shall be bid as Customer Service Representative for the appropriate location.
- B. A successful bidder shall be required to enter and advance through each level (See Section 3A) of the job classification by meeting the proper qualifications and evaluations of each level within the prescribed time limit.
- C. An employee who is the successful bidder on a Customer Service Representative vacancy and fails to advance in the advancement program shall return to her last qualified job.
 - 1. After six (6) months from the date of leaving, such employee will be eligible to bid on another Customer Service Representative vacancy and enter the advancement program in level (1) of the progression.
 - 2. If this employee again fails to progress, she shall return to her regular classification and wait one (1) year before being able to bid again. If after one (1) year this employee bids and again fails to progress, she can only return by mutual consent of the Company and the Union who shall discuss the matter.
- D. Successful bidders into the Customer Service Representative Advancement Program, who had

previously qualified to Customer Accounts Clerk (F) will be placed in the classification of Customer Service Representative (F). Any employee entering from a lower labor grade into the Advancement Program shall enter at that step of the classification which is closest to, but not greater than her previous rate. An employee entering from a higher labor grade shall enter at the final step of the classification.

- E. An employee who has previously qualified to Customer Accounts Clerk (F) may appropriate a Customer Service Representative (F) classification of a junior employee. All other employees who appropriate a job in this classification must enter at the level for which they can immediately qualify as determined by the Training Center's evaluation, provided that there is a junior employee in that level or below. The employee then will be required to advance through all remaining levels meeting the proper training and evaluation standards within the prescribed time limits. The junior employee displaced shall retain her level rate for bumping under provision of Article VI, Sections 10 and 11 of the contract.
- F. Those employees who were hired with the ultimate qualification of Customer Service Representative (F) who have completed their probationary period and then fail to advance in the program for any reason shall appropriate another position according to Article VI, Section 10 of the current agreement. Her rate of pay for job appropriation will not be less than the pay grade 1 classification.

3. Levels of Advancement:

- A. The program is structured for advancement through six (6) levels and is negotiated to be a Labor Grade 12. Duties specified in the job description of Customer Service Representative shall be performed by an employee in any level according to the extent of her ability and training. The advancement levels of the program are as follows:

Customer Service Representative Levels

ENTERING	Level 1T*
After 3 Months	Level 2T*
After 6 Months	Level 3T*
After 12 Months	Level 4T*
After 18 Months	Level 5
After 24 Months	Level (F)

Senior Customer Service Representative

T* - Levels shall encompass all training requirements

- B. Each level will have a time requirement during which formal training combined with on-the-job training and evaluation are required before advancing to the next level. The total training time not to exceed twelve (12) months. The employee shall be considered qualified after twelve (12) months.
 - C. The employee must spend the full time as specified within one level before advancing to the next level, but in no way shall the time spent on each level exceed the time requirements for that level as noted in the table in 3A above, unless covered under another section in this Article.
 - D. If an employee fails to qualify in any of the levels during her training period within the prescribed period, she shall return to her last qualified job or entry job, with all previous rights. Other employees who have changed jobs as a result of the original vacancy shall return to their former jobs with all previous rights.
 - E. Qualified Customer Service Representatives shall periodically rotate to other work assignments within the Advancement Program at their work location in order to maintain their skills.
4. Scheduling of vacations:

All levels of the Customer Service Representative Advancement Program shall be considered as one classification for the scheduling of vacations (Refer to Article VIII, Section 11).

5. All lunch periods within a schedule will be offered on a seniority basis whenever possible and not be rotated.

6. Training:

- A. The materials used in training and evaluation will be administered by the Training Center and reviewed by Union Representatives. The Company shall notify the Union of minor changes in testing, but these shall only be reviewed once a year.
- B. Employees in levels of advancement requiring six (6) months and who are off thirty (30) calendar days or more for any reason shall have their time in the level of the advancement program at the beginning of the absence extended the same number of days of the allowance in excess of thirty (30) calendar days. For those employees in a three (3) month advancement, fifteen (15) calendar days shall be applicable.
- C. Employees will be assigned to formal training courses and on-the-job work items as course and work scheduling permits in line with those duties performed at the employee's work location according to set training requirements.
- D. The Company and Union shall mutually develop an orientation program including course content, materials, and on-the-job training for all Customer Service Representative Clerks which shall become part of the formal training program at the entry level. The cost for the development and/or restructuring of the overall training program shall be borne by the Company.

Employees currently holding the classification of Customer Service Representative will be required to successfully complete or demonstrate the necessary skills, knowledge and abilities set forth in the orientation training program. Additional on-the-job training will be provided for those employees lacking any skills set forth in the orientation program.

The Company will not disqualify employees currently holding the classification of Customer Service Representative as a result of failing this training.

Employees will be assigned to formal training courses and on-the-job work items as course and work scheduling permits in line with those duties performed at the employee's work location.

- E. Formal training will be scheduled throughout the advancement program. All formal training will be scheduled and successfully completed before the employee is permanently assigned to perform work in that level.
- F. The employee's on-the-job training will be reviewed periodically between the employee and the employee's Supervisor or designee.
- G. If in the opinion of the reviewing supervisor, the employee does not demonstrate sufficient knowledge and ability to satisfactorily perform all the required work performance items, the Training Center, the employee, and the Union shall be notified. If further investigation or evaluation is necessary it will be conducted by the Training Center.
- H. Employees in the Advancement Program shall not normally be used on work assignments outside their department.

7. General:

- A. As part of this agreement, the negotiated pay grade on the clerical evaluation scale for the Customer Service Representative classification shall be at pay grade 12. A Job Description listing duties, qualifications and levels of advancement will be developed jointly by the Company and Union.
- B. The rate applied to the relief of a Customer Works Dispatcher shall not be applicable to this classification.

- C. Those employees presently in the job classification of Customer Service Representative who have not had the benefit of training in job duties below their slotted level or who request down training in areas they have not checked off in or been previously trained in and such duties are a responsibility of their job functions at their work locations, will be down trained for a reasonable length of time as the work load permits and return to their slotted level. They will not have their wage rate adjusted due to this down training.
 - D. The Union shall submit a list of names of subject matter experts to assist in the development of the Program training materials. All time worked at the request of the Company by Union members on assisting in the development of any training program in conjunction with the Customer Service Representative Advancement Program shall be paid by the Company. Such hours shall not be charged against the Union hours.
8. Senior Customer Service Representative:
- A. In conjunction with the Customer Service Representative Advancement Program, a position shall be maintained in the bargaining unit to be known as a Senior Customer Service Representative. Due to the nature of the job discussed and the scope of the duties outlined, it is understood by the Company and Union that this position shall not encompass supervisory duties, but shall be an integral part of the Advancement Program.

Employees who wish to bid on this position must meet the following requirements to be eligible bidders:

- (1) Work one (1) year or more as a Customer Service Representative (F).
- (2) Shall not have been outside the Customer Service Representative Program for more than eighteen (18) months since last holding Customer Service Representative (F).

- (3) Have completed all formal schools and on-the-job check-offs. Bidders shall not be disqualified if they have not completed the schools and/or check-offs through no fault of their own.
- B. A formal training program to develop and test skills for training personnel in the Advancement Program shall be established and reviewed by the Union. The school will be developed to cover such items as, but not limited to: (1) Techniques in training adult education; (2) How to teach, evaluate, and test on-the-job check-off items; (3) How to develop teaching aids; (4) Working with scheduling; (5) Handling varied personalities. Upon completion of the school, all participants shall be evaluated on the standard agreed to by the Company and the Union. The minimum number of employees holding certified status and not occupying a Senior Customer Service Representative vacancy shall be eight (8) and the maximum number shall be twelve (12). Senior Customer Service Representative schools shall be scheduled no less than once yearly if the complement falls below the minimum number of eight (8).
- C. All Customer Service Representatives holding certified status will be considered as belonging to a senior pool. When a vacancy for a Senior Customer Service Representative position is created, said vacancy shall be offered without the bidding process, to all those holding Senior Customer Service Representative bids and all those in the certified pool by seniority, with their seniority dates considered in conjunction with each other's. When the vacancy is offered, the Certified Senior Customer Service Representative must accept or reject immediately. If said vacancy is within her defined location and she rejects, she shall close her Certified status and be removed from the pool. Further, she shall be restricted from attending the training to regain her Certified status for the next two schools. A Certified Senior Customer Service Representative who has been certified for two (2) years or less, will be required to accept the bid position when it is in her defined location. Additionally, a Certified Senior Customer Service Representative who has accepted the position shall remain in the position for a minimum of twelve (12) months before being eligible to leave the position for any reason except original recall.

No employee will be penalized for rejections outside her defined location. Also, any employee who is already working as a Senior Customer Service Representative may reject the offer without penalty. Finally, an employee who is unable to report for duty within ten (10) working days (Saturdays, Sundays and holidays excluded) of the offering shall be charged with one bid refusal. The classification of Senior Customer Service Representative shall consist of a two (2) step rate. When a Customer Service Representative is a successful bidder to a Senior Customer Service Representative, she will assume the assigned duties and receive Step 1. In the event that no Certified Pool employee exists at the location where the vacancy occurs and no Senior or Certified Senior accepts the vacancy, the normal bidding process will take place.

- D. The Company may advertise openings for training only in areas where a need may be anticipated or frequent reliefs are needed and in order to fill the complement needed for a school. These openings will be filled by seniority from bidders who meet the pre-requirements listed in Section 8A by the date of the scheduled school. These bidders will be considered Certified Senior Customer Service Representatives upon successfully completing the school and testing. They shall not assume any higher rate unless they perform the job of Senior Customer Service Representative as relief or on a conditional bid. In order to initially meet the required complement of the pool, the Company will hold a school within six (6) months of ratification of the 2004 Collective Bargaining Agreement.
- E. When a conditional vacancy for a Senior Customer Service Representative exists in a department, the senior certified employee shall be upgraded. Where there are no certified employees, the upgrade shall be offered by seniority to the final step Customer Service Representative in that department.

When these conditional vacancies are to be posted locally they will be posted for a period of three (3) days. When these vacancies are to be posted in other districts, they shall be posted for a period of five (5) days. This provision applies only for the posting of vacancies as set forth above.

- F. It is recognized that a Senior Customer Service Representative will be assigned to assist a complement of approximately fifteen (15) employees. This figure will be adjusted downward for the number of sub-offices she is assigned to serve and upward for the number of Customer Service Representatives (F) within her assigned area.
- G. Additional Senior Customer Service Representative vacancies will be added as determined by the Company to be necessary.
- H. At the Company's discretion, duties shall require travel to other Company locations. Employees shall be reimbursed to operate their personal cars at the maximum applicable government allowance per mile. The Company may select which employees to assign during normal working hours; however, the Company will use at least one (1) Senior CSR when bargaining unit employees are used.
- I. All certified Senior Customer Service Representatives shall be required to attend and successfully complete skills enhancement classes on topics such as adult training techniques, development of training aids, scheduling and dealing with varied personalities, to be conducted at least once annually in order to maintain current skills and incorporate new procedures. Should a Certified Senior CSR fail to successfully complete and pass, she shall be given the opportunity to re-test within ten (10) working days. If the individual should be unsuccessful in her second attempt, she may be decertified from the position. Any Senior CSR who has been working in that classification for six (6) years or more will be required to take a test to evaluate their comprehension of the material but the test results will not be used for decertification purposes.

For purposes of this section only, locations will be defined as:

1. All of the Southlake Complex
2. South Bend - Service Agency
3. Gary-Customer Contact Center and Commercial Office
4. LaPorte Billing Center

9. Distribution of Overtime:

- A. An overtime listing shall be established listing employees according to seniority by the levels within the classification with the most senior person in each level listed first.
- B. After overtime work has been performed and hours charged the employee with the lowest number of hours moves to the top of the list for each level. Work shall be offered according to the hours listing for each level. The employee with the lowest number of hours shall first be offered such overtime assignment within the guidelines as set below:
 - (1) Overtime listings of Customer Service Representative level F and Senior Customer Service Representative shall be kept separately.

When work is to be performed on overtime rates in the classification of Customer Service Representative level F such overtime shall be offered and charged in accordance with Article XII. The report of overtime for the Senior Customer Service Representative classification shall be considered in conjunction with the Customer Service Representative level F classification when such overtime is offered in the classification of Customer Service Representative level F.

Certified Customer Service Representatives who relieve in the classification of Senior Customer Service Representative shall be charged on the overtime list in level F; and Senior Customer Service Representatives who work overtime assignments in the classification of Customer Service Representative level F shall be charged for such overtime in their classification.

- (2) When work is to be performed on overtime rates Customer Service Representative (F) shall first be offered that assignment. If additional help is needed

the work shall then be offered to Customer Service Representatives in the apprenticeship line of progression until the needed complement is filled.

- (3) Employees entering a new level shall be immediately charged with an amount of overtime equal to the greatest amount charged to any employee within that level at that location.
- (4) Overtime shall be calculated in converted hours only.
- (5) All work performed on overtime shall be credited to the trainee's check-off.
- (6) Part-time and temporary employees in the advancement program shall not be eligible for any overtime work before all full-time employees in the program in that office are offered such overtime work.

SOUTHLAKE CUSTOMER SERVICE CALL CENTER ONLY

- C. It is understood and agreed to by the Company and the Union that there shall be breaks scheduled for Customer Service Representatives in the Southlake Call Center while they are working overtime. When a Customer Service Representative has worked four (4) full hours of overtime, she shall receive a fifteen (15) minute break. This procedure shall be applicable for each four (4) full hours worked.

If the four (4) hours of overtime is continuous either before or after the Customer Service Representative's regular schedule, she shall receive a fifteen (15) minute break that shall be included as part of the four (4) hours of overtime. If the four (4) hours of overtime is not attached on either end to the employee's regular schedule, she will not be given a break as part of the four hours worked.

However, if a shift is filled on overtime, a Customer Service Representative working the overtime shall assume the breaks and lunch of the absent employee. In other words, if an employee is unable to attend work and her entire shift is offered as overtime, the employee

working that overtime shall receive breaks and lunch as though she were the original employee scheduled to work that shift.

It is further understood and agreed to by the Company and the Union that there shall be overtime offered as an "extension of the workday." The Company has the right to offer Customer Service Representatives the opportunity to perform overtime by extending their workday. This overtime offering shall continue to be voluntary; it is not mandatory to accept an extension of the workday.

The Company may offer this extension for a minimum of one (1) hour and a maximum of three (3) hours. However, after the Company has extended the workday for three (3) full hours, the Company must begin calling out Customer Service Representatives for overtime, if the need for overtime will continue past those three (3) hours.

It shall continue to be the practice that an employee whose vacation begins at the end of their shift shall not be eligible for extension of the workday.

- D. Effective June 1, 1999, errors made in the offering of overtime within an overtime listing can be corrected in the following manner:
1. Overtime errors will be corrected by offering the affected employee(s) the overtime opportunity equivalent in amount of hours and/or pay and location to that which she missed. The overtime opportunity will be on a scheduled basis and offered by the end of the next pay period following notification to the Company.
 2. The overtime correction will not be made on a callout basis.
 3. Following notification of the error, if the Company does not provide an overtime make-up opportunity as outlined above, it shall automatically pay the amount in question, unless the Company disputes that an error was made. In such case, the dispute may be settled in the grievance procedure. The

remedy for a finding that the Company erred will be payment to the affected employee in the amount in question.

4. The hours paid for the error will be charged to the employee's hours on the overtime standing list.
5. The scheduled overtime make-up offering (of which the Union has been notified) shall take precedence over the next eligible and qualified employee(s) on the overtime list who would have been offered the overtime had the error not been made. An employee who would have been otherwise offered the overtime that was worked by the harmed employee, shall have no claim to the make-up overtime.

10. Work Schedules - Extended Office Hours:

Should the Company decide to extend its normal office hours the following would be applied:

- A. No work schedule shall be staffed only with a work complement of employees only advancing through the program.
- B. The selection of assignment to a specific work schedule when several are being set shall be offered on a seniority basis until the needed complement is met. These schedules will not be rotated. If an employee wished to move to another schedule, she shall notify her Supervisor as to the schedule she wishes and move to that schedule at the time a position is available.

11. The Company and the Union mutually agree to the following procedures and understandings that will govern mileage and travel time allowances to clerical employees of Customer Service:

- A. The procedures set forth below will apply to eligible employees who, for reasons of training and relief of a temporary nature, are re-assigned to another location other than their designated headquarters and become subject to mileage and travel time allowances.
- B. Mileage and travel time will be paid when an eligible employee is required to travel from the designated

headquarters to another location regardless of the amount of notice given to the employee.

- C. Travel time will only be paid when such travel occurs outside of an employee's regularly scheduled hours of work.
- D. Mileage and travel time will only be paid on days when the employee performs the assignment at another location.
- E. Employees who are transferred to another location as a result of their acceptance of any vacancy through the bidding procedure, whether temporary or permanent, will not be eligible for travel time or mileage allowances.
- F. The following figures shown in parentheses are one-way mileage figures between district headquarters and other locations subject to these provisions.

Designated Headquarters		Other Locations	
Gary	to:	Southlake	(9)
South Bend	to:	Southlake	(69)
South Bend	to:	Gary	(66)

12. The vacation schedule in the Southlake Call Center shall permit a minimum of five (5) Customer Service Representatives to be off on vacation during the first and last weeks of September and each week of October. Employees will be offered the opportunity to select vacation during these weeks on the basis of their seniority within their classification. Other changes in the vacation schedule will be permitted only if the selection of one (1) or more of these vacation weeks opens vacation time in a week that had previously been filled. The minimum number of Customer Service Representatives eligible for vacation during these weeks will not be reduced below five (5) unless the Company meets with the Union to address specific needs for a reduction, based on the Company's operational requirements. Customer Contact Center employees shall schedule vacation annually, starting with the first working day in December through March 20.