

**ARTICLE X**  
**Wages, Job Descriptions and Job Evaluation**

**Wages**

1. The hourly rates of pay for the various classifications of work covered by this Agreement are shown in Article XXIII, Schedule A.

- A. Each regular active employee on the Company's payroll as of May 21, 2014 shall be paid one thousand seven hundred dollars (\$1,700.00) as a one-time payment for prompt ratification of the Agreement. Each regular inactive full-time employee on the Company's payroll As of May 21, 2014 shall be paid a like amount upon return to active status.

This ratification payment will be payable the first payday, thirty (30) days after ratification.

- B. With respect to the Article XXIII, Section A, wage rates:
- (i) Effective January 1, 2015, each individual basic hourly rate will be increased by two and three-quarters percent (2.75%).
  - (ii) Effective January 1, 2016, each individual basic hourly rate will be increased by two and three-quarters percent (2.75%).
  - (iii) Effective January 1, 2017, each individual basic hourly rate will be increased by three and one-quarter percent (3.25%).
  - (iv) Effective January 1, 2018, each individual basic hourly rate will be increased by three and one-half percent (3.50%).
  - (v) Effective January 1, 2019, each individual basic hourly rate will be increased by three and one-half percent (3.50%).

### C. Corporate Incentive Plan

The Union and Company agree to place all employees covered by this Agreement under the Company's Corporate Incentive Plan.

Employees shall only have bonuses or incentives reduced for the pro-rata period that is equal to the actual time of disciplinary suspension. Union business hours for elected union officials that are currently credited for pension purposes will also be treated as time worked for incentive plan purposes.

2. All percentage increases in rates of pay under this Agreement will apply to each rate.

3. Employees in the bargaining unit shall be paid biweekly on Friday for time worked to the end of their regular schedule on Tuesday of the previous week. Effective no later than January 1, 2015 all employees shall enroll to receive their pay by Direct Deposit. Pay stubs will be mailed to their address on record

### **Job Descriptions and Job Evaluation**

4. An employee whose rate is incumbent as a result of job evaluation will not receive more than the negotiated increases extended to her classification.

5. Job Descriptions have been developed by the Company, have been mutually agreed to by the Company and the Union, and have been issued for each classification listed in the wage schedule. Those Job Descriptions consist of a descriptive listing of the principal DUTIES of the classification being described, which duties require the degree of skill, experience and training that is applicable to the rate paid by the classification being described, and the QUALIFICATIONS required to enter the classification being described.

6. The absence of any reference in the Job Description to a particular duty does not exempt employees in the classification from performance of the work if the degree of skill, experience and training required to perform the duty is on a par with, or is below the degree of skill, experience and training required to perform the items listed in the Job Description.

7. In the event of controversy as to whether or not the performance of any unlisted duty exceeds the degree of skill, experience and training required by the duties listed in the Job Description, the employee shall, if able, perform the duty and may immediately refer the matter to the Union Representative for a determination between the Company and the Union Representative.

8. Decision as to whether or not any item is to be included in any Job Description shall be subject to the mutual agreement of the Company and the Union only to the extent of determining the effect of such item on the evaluation of the Job Description concerned and the Pay Grade applicable.

9. When a new job is created within the bargaining unit such shall be subject to negotiations and if a new classification is added as a result of such negotiations a Job Description for the new classification shall be developed, agreed to, evaluated to determine the Pay Grade in which it falls, and issued as provided above.

10. Each classification included in this Agreement has been evaluated by a method mutually acceptable to the Company and the Union and thereby assigned a definite number of "points" as its evaluation.

11. Major changes in the content of any classification resulting in changes of its Job Description shall subject such classification to a reevaluation to determine whether or not a change in Pay Grade shall be made.

12. When a new job and a new Job Description occurs, it shall be evaluated by the same method as used to evaluate all other jobs and the applicable Pay Grade determined thereby according to the agreement dated October 4, 1965.

13. If an agreement cannot be reached between the Company and the Union in the situations described in Sections 11 and 12 of this Article, the services of a consultant mutually acceptable to the Company and the Union shall be obtained according to the terms of the aforementioned agreement.

14. The monetary value shown for each step of the Rate Range is the base hourly straight time wage rate applicable.

15. The anniversary date of an employee shall be that date which is six (6) months, or a multiple of six (6) months after the date upon which the employee entered a job permanently. An employee shall be given credit for all actual hours spent on temporary relief on a particular classification.

16. If an anniversary date occurs either after the beginning or before the end of the pay period it shall be considered as occurring at the beginning of the pay period so far as changes in rate are concerned. If an anniversary date occurs on or after the employee's last regularly scheduled day in the pay period, it shall be considered as occurring at the beginning of the next pay period so far as changes in rate are concerned.

17. The Company shall have the right to require examinations, either recorded oral, written or practical, to determine an employee's ability to absorb the training necessary to enter and progress within the Customer Service Representative classification. An employee who does not pass an examination shall be eligible to retake the examination after sixty (60) days. A written test may not be used unless the job requires reading comprehension, writing or arithmetical skills, and may be used to measure the comprehension and skills required for such job.

Periodically, tests to determine the ability to absorb training will be offered to employees who may be interested in bidding into the Customer Service Representative Classification at a future date. Once the tests have been successfully completed, it will not be necessary to retake them upon becoming a successful bidder. In order to be considered a successful bidder, an employee must successfully complete these tests. But it shall not be a prerequisite to bidding.

Where a test is used by the Company as an aid to determine an employee's ability to absorb the training necessary to enter and progress within the Customer Service Representative classification, and where the use of the test is challenged properly in the grievance procedure, the following is hereby agreed to:

- A. The Company will furnish to a designated representative of the International Union a copy of the disputed test and all such background and related materials as may be relevant and available.

- B. All such tests and materials will be held in strictest confidence and will not be copied or disclosed to any other person; provided that such tests and materials may be disclosed to an expert in the testing field for the purpose of preparation of the Union's position in the grievance procedure and to an arbitrator, if the case proceeds to that step. All tests and materials will be returned to the Company following resolution of the dispute.
- C. Copies of transcripts and exhibits presented in the arbitration of cases involving the challenge to a test will also be held in strictest confidence and will not be copied or otherwise published.

The Company shall be limited to the use of such examinations and testing procedures which are:

- (i) job related,
- (ii) fair in their makeup and their administration, and,
- (iii) free of cultural, racial or ethnic bias.

Testing procedures shall in all cases include notification to an applicant of her deficiencies and an offer to counsel her as to how she may overcome such deficiencies.

- D. The Company agrees to notify the Union when tests are being developed for classifications where no qualifying examinations now exist. The Company will not implement any tests before the Union has reviewed such tests. The Union agrees to complete their review within 45 days of notification.

## 18. TESTING

I. Tests shall be required to be taken and satisfactorily completed before entering a clerical classification as specified below:

A. A data entry test will be required for the employee who attempts to enter a clerical classification for the first time.

- B. A data entry test will be required when the employee, after being gone for 12 months or longer, returns to any clerical classification.
  - C. A typing\_test will be required when the employee attempts to enter a classification of Clerical Administrative Assistant for the first time or enters this classification to provide temporary relief for the first time.
- II. Requirements:
- A. All typing and data entry tests will be validated and job related and reviewed by the Union.
  - B. Typing tests will be calculated at the validated equivalent of 50 WPM (five errors maximum).
  - C. Data entry tests will be calculated at the validated equivalent of 70 keystrokes per minute.
- III. If necessary, employees may be given a second attempt to pass the typing or data entry test in the same day. A third attempt to pass the typing test can only be made after a minimum of ninety (90) days after the date of the test.

In any event, a vacancy must be available before any test is given.

19. All employees in Local 13796 shall be eligible for the Tuition Reimbursement in accordance with the Company's Policy, subject to any future revisions.