

- D. The employee shall keep the company informed about their condition on a monthly basis.
- E. The employee must make arrangements through the personnel department for payment of insurance premiums.
- F. The company may, at its discretion, send the employee to another physician for a second opinion. Charges for sending the employee to a company selected physician shall be paid by the company.
- G. Company doctor cannot over-ride the decision of the employee's primary physician

**9.05 - Witness Subpoena**

Any regular full time employee who receives a subpoena to serve as a witness in a criminal proceeding shall receive his/her basic straight time rate of pay for all normally scheduled hours missed. However, an employee is expected to report to work within (2) hours after dismissal from serving as a witness provided he/she is not required to report to the afternoon session.

**ARTICLE 10  
JOB CLASSIFICATIONS**

**10.01 - Company Responsibility**

It is the Company's responsibility to analyze and classify jobs and to determine the skill, training, experience, and other qualifications necessary to perform the work properly. Also, it is the Company's right to determine the amount of employees assigned to each job classification.

**10.02 - Right to Disqualify**

When an employee does not possess the qualifications to perform a job as determined by the Company, the Company may disqualify such employee and fill the job with an employee, who by Company determination, is qualified. Qualifications of an existing employee to fill a job will be selected on the basis of: 1) Needs of the Business 2) Job Qualifications 3) Work History 4) Seniority. In such case, the Company will notify the Union and the rejected employee of such action. The provisions of this section are subject to grievance and arbitration procedures.

**10.03 - Promotional Pay Treatment**

When an employee is assigned by the Company to a higher classification in excess of thirty (30) consecutive calendar days, he/she will be paid the bottom rate of the assigned classification retroactively. An employee assigned to a higher classification for less than 30 days that is promoted full-time to that classification will retroactively be paid the higher classification's wages for the time worked.

**10.04 - Training**

Employees under consideration for reclassification to a higher classification may be temporarily assigned for a reasonable period of time for the purpose of observation and training in the higher job classification. The employee and the Union will be notified of the fact. This provision will not be applied in such a manner as to negate the intent and application of 10.03 above.

**10.05 - Working Lead**

When an employee is upgraded as a working lead, the employee will be paid 8% per hour over their regular base wage or a minimum of \$1.00 (one-dollar) per hour, whichever is greater. Employees interested in a working lead position should follow section 10.09 Departmental Upgrades.

**10.06 - Standby Pay**

Employees required by the company to work on a standby basis shall receive one hundred (\$100) dollars per week in addition to their regular pay while on standby.

**10.07 - New Job Titles and Classifications**

During the term of the Agreement, an unusual situation occurs whereby the Company finds it is unable to attract skilled labor to fill a job classification, the Company may, after conferring with the Union, raise the wage schedule or create new titles in order to meet its need. Likewise, the Union may recommend to the Company increases for selected classifications it may deem necessary.

**10.08 - Transfer Requests**

Job Vacancies within the Bargaining Unit will be posted in the Personnel Department located at 1530 Lindbergh Drive and in the main lobby at the 3795 Washington Blvd. site. Postings will remain posted from 8 AM on Wednesday through 5 PM the following Tuesday. Employees interested in a job vacancy may submit a transfer request to the Personnel Office no later than 5 PM on the final day of posting. Consideration will be given to the request based on the needs of the business, qualifications, work history and seniority. Job vacancies will not be posted when the job is within the normal line of upgrade of the department, or the vacancy will be filled by an employee returning from leave or lay off. An employee accepted for transfer to a new department may be required, due to the needs of the business, to remain in their current position until an appropriate replacement is trained. In this event, the employee will be entitled to receive the higher wage between their current or new classification.

**10.09 - Departmental Upgrades**

Job upgrades within a department will be posted on or near the affected department Supervisors' office door. Postings will be maintained for at least five (5) working days. Employees interested in an upgrade must submit their interest in writing to their immediate Supervisor. Job upgrades will not be posted when the upgrade will be filled by an employee returning from leave or layoff.

**ARTICLE 11  
FORCE ADJUSTMENTS**

**11.01**

Force Adjustment means a direct layoff of employees working in any given job classification as against the current prevailing level.

**11.02**

The Company shall determine the size of the work force and shall make such adjustments as are necessary due to prevailing economic conditions, technological changes, or in order to ensure the continued efficient operation of the Company.

**11.03**

In the event the Company determines it is necessary to reduce the number of employees in any given job classification, layoffs will be accomplished in the following order:

1. Contract Workers
2. Occasional
3. Part-time
4. Probationary
5. Regular Full-Time

Any job being performed by a contract worker will be offered to the force-adjusted employee provided the qualifications of the employee are, in the view of management, adequate to perform said contract worker's assignment.

Should further layoffs be necessary in any given job classification the criteria used to determine which employees will remain on the work force will be job qualifications, work history and seniority.

**11.04**

The Company will give notification at least seven (7) calendar-days before making a force reduction of regular full-time employees. Notification will be directed to the designated office of the union.

**11.05**

Any regular full-time employee who is force adjusted shall not accumulate seniority, and all benefits are discontinued at the time of layoff. When a force adjusted employee is recalled, and has worked for a period of six months, the Company shall reinstate all benefits accrued from the most recent date of hire.

**11.06**

Any regular full-time employee, who is being force adjusted, shall have the right to submit to the personnel department, within fourteen (14) calendar days, a transfer request to another department and/or job classification. The Company will attempt to honor the request. Should the Company offer an employee another job that is comparable in pay, and the employee declines, the employee will have no right to recall. Force Adjusted Employees, under the provisions of Article 11, who are still in active regular employment, shall have retreat rights if the original job becomes open within twelve (12) months. Such employees will be given the choice of remaining where they are or returning to the original job.

**11.07**

Employees being transferred to a lower job classification will be transferred to the same month level in the new classification. However, the wage reduction will take place over a six (6) month period. Effective the day of transfer, the employees' new wages will be subtracted from their old wages. Fifty (50) percent of the difference between the two wages will be deducted from the higher wage and this wage will be effective for three (3) months, their wages will then adjust downward in steps of twenty-five (25) percent of the full difference every three (3) months until they are on schedule in the new classifications.

**11.08**

When additions to the remaining work force are required, laid-off employees will be offered reinstatement based on job qualification, work history and seniority. Laid-off employees shall be offered reinstatement before new employees are engaged.

**11.09**

The Company is not obligated to recall former employees who have been laid off continuously for more than twelve (12) calendar months. The Company will, however, give them preferential consideration in rehiring upon application filed by the individual.

**11.10**

Laid-off employees must keep the Company informed of the address at which they can be reached. The Company is not obligated to go beyond the address last given by the individual when processing a recall.

**11.11**

When the Company is prepared to recall laid-off employees, a registered letter or telegram will be directed to them at their last address on record.

**11.12**

Employees shall indicate their acceptance in writing five (5) working days from the date of delivery of the message at the given address.

**11.13**

Employees must be prepared to report to work within fifteen (15) calendar days from the date of delivery of the message at the given address.

**ARTICLE 12  
SAFETY PRACTICES**

Since employee safety is a concern to the Company and Union, we mutually recognize the need for a work environment in which safe operations can be achieved and the need to promote better understanding and acceptance of the principles of safety. It is the Company's policy to provide employees with safe working conditions and the Union will cooperate with the Company to effectively carry out this policy.

To achieve the above principles, the Company and Union agree to establish, for the duration of this agreement, an advisory committee on safety principles. The committee shall consist of not more than two (2) representatives appointed by the Union and two (2) representatives appointed by the Company, and the committee shall meet by mutual agreement. The Company shall reimburse salary, at the employee's regular straight-time rate of pay, only for the time spent by an active employee for attending scheduled committee tours/meetings.

**ARTICLE 13  
PAYROLL DEDUCTIONS**

**13.01**

After the Company orientation, new employees will be given the choice to participate in a brief Union orientation, not to exceed twenty (20) minutes within the first (5) five working days of employment.

**13.02**

The Company will provide payroll deductions for the United Way, Beaumont Telco Federal Credit Union and CWA Committee On Political Education, providing employees give the Company a 90-Day Notice of a proposed change.

**13.03**

The Company agrees to make payroll deductions of Union dues and initiation fees when authorized to do so by the Employee on a form as set forth in Exhibit A, and to pay over to the Secretary-Treasurer of the Union a monthly list of added or deleted authorizations.

**13.04**

The Union agrees to hold the Company safe from any legal responsibility associated with the implementation or administration of payroll deduction of Union dues.

**13.05**

The Company will not withhold Union dues for any employee who cancels his authorization for three (3) months following cancellation.