

consider appropriate for the new or restructured job. The issue of an appropriate schedule of wage rates shall 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 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 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 2 weeks. This will include a job description and other agreed upon information.
- G. The Union and Company will meet within 2 weeks and exchange their rationale for their proposed rate. This will normally include comparisons of not more than 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 2) 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.

- 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 day or less and be completed within 30 days of the NTP selection. Each party shall 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 60 days.
- J. While it is not intended that such third party undertake a full and complete job evaluation study, he/she shall 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 shall be placed in effect retroactively to the date notification was given to the NTP as specified in "F" above up to a maximum of 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 NTP referred to above shall be selected by mutual agreement from a list of 5 individuals compiled by the Company and the Union. Such individuals on the list shall possess acknowledged expertise in the area of job evaluation.

15.02 Negotiations Covering Wage Rates for New or Restructured Job Titles or Classifications.

The procedures set forth in 15.01 above shall 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.

15.03 Negotiations Covering Wage Rates for Exchanges/WRA(s) or Equipment Locations.

A. The Company shall furnish to the Union, in writing, notice of the acquisition or activation by the Company of additional exchanges/WRA or equipment locations which require the establishment of new jobs or extension of jobs or job titles.

B. The Union shall have the right within 30 days from receipt of such notice in "A" above to initiate negotiations concerning the appropriate wage zone/wage area applicable to the job titles or job classifications involved.

**ARTICLE 16
HEALTH AND SAFETY**

16.01 Work During Inclement Weather.

When employees are on duty and because of inclement weather, are, in the opinion of the supervisor, unable safely to perform their regular work, they shall be assigned such other work as may be available in order that their time may be profitably utilized.