~~SECTION~~ **ARTICLE** FIVE

JOB CLASSIFICATIONS, WAGES AND

SHIFT DIFFERENTIALS

~~1~~**. Section** **1**. **An existing** ~~The~~ job designation~~s~~, **and** job description~~s~~ **may be amended by the Company during the duration of this Agreement**~~,~~**. However, the associated labor grade for the amended classification shall remain in effect for the duration of the Agreement.** ~~job evaluation plan~~, ~~and rate ranges made a part of this Agreement shall remain in effect for the duration of this Agreement, except as new job classifications may be added under the provisions of Paragraph of this Section.~~

New Occupations

~~2~~**. Section 2**. It is recognized that changing conditions and circumstances may require the establishment of new occupations **and/or job classifications**. The Company shall prepare, place in effect and submit to the Union the descriptions, evaluations and appropriate ~~rate ranges~~ **labor grades** for ~~those~~ ~~job classifications~~ ~~of~~ ~~such~~ **the** new occupation~~s~~ **and/or job classification** ~~as will have been determined to be within the collective bargaining unit not~~ **no** later than ten (10) calendar days following ~~such determination~~ **the notification to the Union of the new occupation and/or job classification**. ~~Failing to agree, the Union shall have the right within thirty (30) calendar days thereafter to notify and commence negotiations with the Company over any alleged improper evaluation or wage rate of such job classification~~. **If the Company and the Union are unable to agree on the labor grade, the Union will have thirty (30) calendar days to notify the Company to begin negotiations regarding any alleged improperly evaluated occupation and or job classification or its associated labor grade.** Any change in the **labor grade and/or** rate range as a result of the negotiations shall be retroactive to the date the new **occupation and/or** job classification was placed in effect, following the determination that ~~such~~ **the** new **occupation and/or** job classification was within the unit. If the Union has made no request for negotiations within the time limits specified above, the **labor grade and/or** rate range established by the Company shall be considered to be fair and equitable and shall remain in effect. The Company will notify the Union President before applying this ~~Paragraph~~ **Section**.

Job Classifications

~~3-A.~~ **Section 3-A**. Each occupation is divided into one or more job classifications. The job description for each job classification of an occupation specifies typical work operations, which illustrate levels of difficulty, and thereby provides a means for distinguishing between classifications of an occupation or between classifications of related occupations. ~~Such~~ **T**ypical work operations, which illustrate levels of difficulty, are not intended to include all work operations, which comprise the classifications. Furthermore, it is not intended that the performance of a described operation will necessarily entitle an employee to classification thereunder since it is recognized that a particular work operation may be performed under varying levels of difficulty.

It is also recognized that there is an overlap of work operations between bargaining unit occupations and non-bargaining unit salaried occupations, principally occupations performing manufacturing engineering activities. The Company and Union agree that the job descriptions shall not be interpreted to grant an absolute right or entitlement to perform any particular work operation to an occupation or to the bargaining unit. In addition to the work operations contained within these job descriptions, bargaining unit employees may be assigned related work operations, which are outside of these job descriptions.

Nothing is intended, within this ~~Paragraph~~ **Section** 3-A, to take away any particular work operation from the bargaining unit or to alter, modify, or change the agreement embodied within Appendix H Memorandum of Understanding No. 1 (Technological Advancements).

~~In determining the proper level of difficulty for the purpose of assigning a job classification, due regard shall be given to the amount of supervision received by the employee~~, **To ensure an employee is assigned to the appropriate job classification, the Company will consider** **the amount of supervision an employee needs,** the amount of assistance received from others, the degree to which the employee’s work is checked, the knowledge and abilities required, ~~the job evaluation data~~ and ~~all~~ **any** other factors that are pertinent in determining the level of difficulty or complexity of the employee’s work.

~~3-B~~**. Section 3-B**. Employees selected and identified by the Company to function as a Group Lead will receive a two dollar ($2.00) per hour pay additive. The effective date of the rate change is the move date shown on the notice furnished by the Company. Employees selected as Group Lead will not be subject to the shift rotation, overtime, promotion and regression provisions of this Agreement as it is recognized that ~~such~~ **these** employees are required to support a particular assignment as determined by the Company. When an employee’s Group Lead assignment has been completed, the Company will remove the Group Lead designation and the pay additive.

A Group Lead does not designate a classification of an occupation, but describes an employee performing a specialized assignment or leading a group of employees.

Any problems which may arise under the application of this ~~paragraph~~ **Section** shall be referred to the ~~Labor Relations Senior Manager~~ **Labor and Employee Relations site lead** or their designee and this ~~Paragraph~~ **Section** 3-B shall not be subject to the provisions of ~~Section~~ **Article** Twelve (Grievance Procedure) ~~of this Agreement~~.

~~4.~~ **Section 4.** When work operations are not adequately described, such work operations shall be appraised and classified by the Company under the most appropriate job description by considering the level of difficulty or complexity of said work operations and knowledge and ability required, in comparison with comparable work operations described in the “Work Performed” section of the job description ~~and with job evaluation data which includes training and experience requirements~~.

~~5.~~ **Section 5**. An employee normally performs some of the work of higher-rated jobs in order to qualify for advancement and some of the work of lower-rated jobs when required. The normal duties of an employee may include some of the work of related jobs when required.

~~6.~~ **Section 6**. ~~An employee will be assigned to work by the Company, which is described in or appraised as being covered by a job description, falling in a lower labor grade, and will receive the classification and rate of pay thereof only:~~ **At the Company’s discretion, an employee will be reclassified to a lower labor grade and receive the associated rate of pay only in the following instances:**

 (a) For unsatisfactory performance ~~on~~ **in** their ~~present higher-rated~~ **current** job or in the event continued performance on that job would injure their health.

 (b) In the event there are changes in production methods or production schedules causing changes in the content of their job.

 (c) In the event the employee is improperly classified in accordance with the provisions of this ~~Section~~ **Article**. However, the employee shall be given ten (10) calendar days’ notice of ~~such~~ **any** reclassification if they have been improperly classified for a period of thirty (30) calendar days or more.

 (d) In the event of an employee’s request for reassignment to an available vacancy, if approved by the Company.

~~7.~~ **Section 7**. Subject to all provisions of this Agreement, an employee who is regularly assigned to work in a job classification with a lower labor grade, they may receive no more than the maximum rate established for that job classification during the period of such assignment.

~~8.~~ **Section 8**. An employee will not refuse to perform work assigned to them even if ~~such~~ **the** work is not specifically described in their job description.

Notification of Change in Employee Status

~~9.~~ **Section 9**. The Company shall notify employees in writing **using electronic means** of any changes in their job classifications or in-grade positions.

Correction of Classification

~~10.~~ **Section 10**. Any claim of improper classification shall be subject to the provisions of this ~~Section~~ **Article**. ~~If such a claim~~ **If a written claim to correct a classification** is not filed with the Company within ten (10) calendar days after ~~such~~ **the** classification becomes effective and the employee is notified ~~thereof~~ **of this,** the employee shall not receive retroactive pay for any period prior to the period of filing ~~such~~ **the** claim. If ~~such~~ **the written** claim is filed with the Company within ten (10) calendar days after ~~such~~ **the** classification becomes effective and the employee is notified ~~thereof~~ **of this**, and if it is determined in accordance with the established **g**rievance **p**rocedure that the employee should have been in a higher classification, the employee shall be paid a retroactive adjustment based upon the difference between the wages actually paid and the amount, determined as stated above, the employee should have been paid, from the date when the reclassification shall ~~have been~~ **be** made effective.