

Section. In the event the Bureau of Labor Statistics publishes a new monthly index but discontinues publication of the BLS Index, the Company and the Union shall enter into negotiations with respect to a substitute cost-of-living index. The purpose of the negotiations shall be to ensure that the cost-of-living payments to be made under this Section will be as intended by the parties and shall be no less than that which would have occurred had the BLS Index continued. In the event the parties are unable to agree on a substitute index within sixty (60) days of the discontinuance of the BLS Index, the Union may file a "priority" grievance to be heard by the permanent arbitrator.

8. By **18 November 2022**, each eligible employee who is active or on approved leave of absence for less than ninety (90) days as of **22 October 2022** shall receive a supplemental cost-of-living payment of **four-hundred dollars (\$400)**. This payment may be deferred, without Company matching contribution, to the Performance Sharing Plan (PSP) upon completion of the appropriate election form which must be returned to the Payroll office no later than 14 October 2022.
9. By **27 January 17 November 2023**, each employee who is active or on approved leave of absence for less than ninety (90) days as of **31 December 2022 21 October 2023** shall receive a supplemental cost-of-living payment of **eight hundred dollars (\$800) eight hundred and twenty-five dollars (\$825) nine-hundred dollars (\$900)**.
10. By **26 January 15 November 2024**, each employee who is active or on approved leave of absence for less than ninety (90) days as of **30 December 2023 19 October 2024** shall receive a supplemental cost-of-living payment of **eight hundred dollars (\$800) eight hundred and twenty-five dollars (\$825) nine-hundred dollars (\$900)**.
11. By **31 January 21 November 2025**, each employee who is active or on approved leave of absence for less than ninety (90) days as of **04 January 2024 25 October 2025** shall receive a supplemental cost-of-living payment of **eight hundred dollars (\$800) eight hundred and twenty-five dollars (\$825) nine-hundred dollars (\$900)**.
12. By **30 January 20 November 2026**, each employee who is active or on approved leave of absence for less than ninety (90) days as of **03 January 2025 24 October 2026** shall receive a supplemental cost-of-living payment of **eight hundred dollars (\$800) eight hundred and twenty-five dollars (\$825) nine-hundred dollars (\$900)**.
13. By **29 January 2027**, each employee who is active or on approved leave of absence for less than ninety (90) days as of **02 January 2027** shall receive a supplemental cost-of-living payment of **eight hundred dollars (\$800) eight hundred and twenty-five dollars (\$825)**.
13. The payments in Section 9, Paragraphs 8, 9, 10, 11, **and** 12 and ~~13~~ may be deferred, without Company matching contributions, to the Performance Sharing Plan (PSP), **and for payments in Paragraphs 9, 10, 11, and 12, and 13, to the Health Savings Account (HSA)** upon completion of the appropriate election form which **must be returned to the Payroll office no later than sixty (60) calendar days prior to the specified payment**

The Company reserves the right to open for discussion, add, delete, and/or modify any of these proposals, the right to propose changes and to make counter proposals and reserves the right to make counterproposals in any area of the Agreement opened by the Union.



**dates.** A deferral election will remain active for the duration of this Agreement unless cancelled by the employee.

### Personal Rates

Section ~~9~~**10**. Should an employee's basic wage rate be in excess of the maximum rate for the labor grade of the employee's job classification, such rate shall be designated as the employee's personal rate and shall not be changed unless the employee is subsequently assigned to job duties covered by a different job classification. If an employee holding a personal rate is classified to job duties covered by a different job classification, and, within thirty-five (35) calendar days thereafter is reclassified to the job duties covered by the job classification under which they formerly received a personal rate, they shall have such personal rate restored effective the payroll period immediately following such reassignment. Assignment of an employee to job duties covered by a different job classification shall not be made for the purpose of avoiding the payment of the personal rate. The Company shall endeavor, whenever practicable, to find jobs in higher rated job classifications for employees with personal rates.

### Progression within Rate Ranges

Section ~~10~~**11**. Automatic Rate Progression increases shall be effective the second Saturday in ~~January~~ **February, May, August, and September November** for all active employees and employees who have been on a leave of absence for less than thirty (30) consecutive calendar days prior to the effective date of the Automatic Rate Progression who are below the maximum of their classification and who have been on the active payroll for the full Automatic Rate Progression period. The base rate of pay shall be increased ~~thirty cents (\$0.30)~~ **twenty-five cents (\$0.25)** per hour on the above dates (or such lesser amount as is necessary to bring the rate to the maximums) until the applicable maximum for the classification is reached. If the last automatic increase takes an employee's rate to a point within ~~four cents (\$0.04)~~ **ten cents (\$0.10)** of the maximum rate of their job classification, they shall be granted such additional increase.

*Increased a whopping 25¢ per year!*

### Shift Premium

Section ~~11~~**12**. Employees assigned to the second shift of a 5/40, 9/80, or 3/12 workweek schedule shall receive ~~forty cents (\$0.40) sixty cents (\$0.60) eighty cents (\$0.80)~~ **one dollar (\$1.00)** per hour above their regular hourly rate of pay. Employees assigned to third shift of a 5/40 workweek schedule shall receive ten cents (\$0.10) per hour above their regular hourly rate of pay for eight (8) hours, but shall work only six (6) hours and thirty (30) minutes for eight (8) hours of pay. Employees assigned to the third shift of a 9/80 workweek schedule shall receive ten cents (\$0.10) above their regular hourly rate of pay for nine (9) hours, but shall work only seven (7) hours and eighteen (18) minutes for nine (9) hours of pay.

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## ARTICLE FOUR HOURS OF WORK AND OVERTIME

**Section 1-A. ~~Employees will be assigned to workweek schedules as defined in Sections 3 (5/40), 4 (9/80), and 5 (3/12) and 6 (4/10) of this Article.~~** The established shifts or work schedules, including shift start and stop times, will not be changed without a prior thirty (30) calendar days' notice to the Union. ~~Work schedules will not be changed without a prior sixty (60) calendar days' notice to the Union.~~ Before an established work schedule is changed, the Company and the Union will meet to discuss its implications and effects on employees for a period no longer than sixty (60) calendar days. After the sixty (60) calendar day period, or sooner if the parties agree, the work schedule will change after thirty (30) calendar days' notice to the affected employees. The Union shall not unreasonably refuse to agree to the implementation of an established work schedule where it is based on legitimate business reasons and/or operational requirements and will use its best efforts to secure the cooperation of the affected employees.

### **Additional Work Schedule Flexibility**

**Section 1-B.** The standard work schedule will be based on a 5/40 schedule. The Parties have discussed and recognize the F-35 program is a dynamic business. The Parties are also committed to being responsive to business dynamics and customer requirements and have a mutual interest in positioning the Fort Worth facility to be responsive to changing events and customer requirements. This could include, but is not limited to, an increase in production rate, non-standard production requirements (aircraft configuration changes), or other requirements that go beyond the Fort Worth facility's current capacity. To that end, the Company and Union agree to discuss possible solutions involving additional work schedules to meet customer requirements and expectations. The solutions will be mutually agreeable to both the Company and the Union and position the workforce to successfully meet customer requirements, expectations, and demands.

**Section 2.** For pay purposes:

- A. The shift-starting time at which an employee is directed to report for work on a Monday (Tuesday when Monday is a holiday) shall establish 1) the employee's shift starting time for the week in which the Monday falls and 2) the "standard day" for the employee's regular work week for the purpose of determining overtime within each standard day. However, nothing in this Section shall preclude a change in the employee's shift and/or starting time during the week. Where an employee is assigned to hours other than those of an established shift, the employee will be considered to be on the shift in which the majority of their first eight hours fall.
- B. The standard day shall be from the beginning of the established regular shift to the beginning of the same shift on the next working day for each employee. For example, a standard Monday is from 3:45 p.m. Monday to 3:44 p.m. Tuesday.

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- C. Saturday - An employee is considered to be working Saturday if they report for scheduled work during the calendar Saturday – midnight Friday to midnight Saturday. This applies in principle to employees working alternative work schedules, where their off-day may be other than Saturday.
- D. Sunday - An employee is considered to be working Sunday if they report for scheduled work during the calendar Sunday – midnight Saturday to midnight Sunday. This applies in principle to employees working alternative work schedules, where their off-day may be other than Sunday.
- E. Continuous Working Hours – When an employee continues working after completion of their regularly scheduled shift hours, all continuous hours for the remainder of the standard day are to be computed as a part of that standard day for overtime purposes.
- F. Early Overtime ~~Pre-shift working hours~~ – Hours worked by an employee before the start of their shift will be computed as additional hours to the previous standard day ~~for overtime purposes.~~
- G. Holidays – An employee is considered to be working during a holiday if they report for the scheduled work during that holiday from midnight to midnight.
- H. The accounting workweek ~~for schedules in Sections 3 (5/40) and 5 (3/12) and 6 (4/10)~~ starts at midnight Friday and continues for one-hundred sixty-eight (168) hours until midnight the following Friday. ~~The accounting workweek for the schedule in Section 4 starts mid-shift Friday and continues for one-hundred and sixty-eight (168) hours until mid-shift the following Friday.~~
- I. The effective date for all rate changes within this Agreement shall be the beginning of the accounting work week as defined in paragraph “H” of this Section.

### 5/40 Work Schedule

Section 3-A. The 5x40 work schedule consists of forty (40) hours (32.5 hours for third shift) of five (5) consecutive days, Monday through Friday. The work week for employees assigned to the boiler-house operations may be any consecutive five (5) days.

Section 3-B. On first and second shifts, eight (8) hours of work within nine (9) consecutive hours will constitute a regular day's work. On third shift, six and one-half (6-1/2) hours of work within seven and one-half (7-1/2) hours shall constitute a regular day's work.

The Company reserves the right to open for discussion, add, delete, and/or modify any of these proposals, the right to propose changes and to make counter proposals and reserves the right to make counterproposals in any area of the Agreement opened by the Union.

### 5/40 Work Schedule for First and Second Shift

	M	Tu	W	TH	F	M	T	W	TH	F	
	HOURS										Total for Workweek
5/40 Work Schedule											
Monday – Friday	8	8	8	8	8						40

### 5/40 Work Schedule for Third Shift

	M	Tu	W	TH	F	M	T	W	TH	F	
	HOURS										Total for Workweek
5/40 Work Schedule											
Monday – Friday	6.5	6.5	6.5	6.5	6.5						40

### 5/40 Overtime Pay

~~Section 3-C. As soon as administratively practicable, for any hours worked or paid in excess of forty (40) hours, but less than fifty two (52) fifty (50) forty eight (48) hours during the accounting workweek, an employee shall be paid overtime at one and one-half (1-1/2) times the hourly straight time rate. For any hours worked or paid in excess of fifty two (52) fifty (50) forty eight (48) hours or more during the accounting workweek, an employee shall be paid overtime at two (2) times the hourly straight time rate.~~

~~For third shift, for any hours worked or paid in excess of the regular hourly rate of pay for thirty-two and one-half (32.5) hours worked on third shift, but less than forty-two and one-half (42.5) thirty-nine (39.0) hours worked on third shift during the accounting workweek, an employee shall be paid overtime at one and one-half (1-1/2) times the hourly straight time rate. For any hours worked or paid in excess of the regular hourly rate of pay for forty-two and one-half (42.5) thirty-nine (39.0) hours worked on third shift or more on third shift during the accounting workweek, an employee shall be paid overtime at two (2) times the hourly straight time rate. As used in this Section, the term “accounting workweek” is defined in Section 2(H) of this Article.~~

Section 4-A. Work in excess of eight (8) hours on first and second shifts shall be paid at the rate of one and one-half (1-1/2) times the hourly straight-time rate.

The Company reserves the right to open for discussion, add, delete, and/or modify any of these proposals, the right to propose changes and to make counter proposals and reserves the right to make counterproposals in any area of the Agreement opened by the Union.

Section 4-B. Work in excess of six and one-half (6-1/2) hours on the third shift shall be paid at the rate of one and one-half (1-1/2) times the hourly straight-time rate.

Section 4-C. Work performed in excess of eleven (11) hours in a workday by first and second shift employees shall be paid at double the hourly straight-time rate. Work performed in excess of nine and one-half (9-1/2) hours in a workday by third shift employees shall be paid for at double the hourly straight-time rate.

Section 4-D. Work performed on an employee's sixth (6<sup>th</sup>) workday during the same workweek for the first and second shifts shall be paid at the rate of one and one-half (1-1/2) times the hourly straight-time rate for the first eight (8) hours and two (2) times the hourly straight-time rate thereafter.

Section 4-E. Work performed on an employee's sixth (6<sup>th</sup>) workday during the same workweek for third shift shall be paid at the rate of one and one-half (1-1/2) times the hourly straight-time rate for the first six and one-half (6-1/2) hours and two (2) times the hourly straight-time rate thereafter.

Section 4-F. Work performed on an employee's seven (7<sup>th</sup>) workday during the same workweek shall be paid at the rate of two (2) times the employee's hourly straight-time rate.

#### 5/40 Pay Computation Examples

Section 5. The following examples are for illustration purposes only. Section 2 of this Article defines the work schedule as it applies to pay calculation for these examples.

Example I: Monday – Friday with In-Week Overtime

M thru F	Sa	Su	M	Tu	W	Th	F	Sa	Su
			5:00	5:00					
7:00 7:00					7:00	7:00	7:00		
3:45 3:45			3:45	3:45	3:45	3:45	3:45		

The first eight (8) hours from 5:00 a.m. to 1:45 p.m. on Monday and Tuesday are paid at straight-time and the last two (2) hours each day from 1:45 p.m. to 3:45 p.m., are paid at time and one-half for the hours worked over eight.

Example II: Monday – Friday with Sunday and In-Week Overtime

M thru F	Sa	Su	M	Tu	W	Th	F	Sa	Su
			1:45						
3:45 3:45		3:45		3:45	3:45	3:45	3:45		
12:15 12:15		12:15	12:15	12:15	12:15	12:15	12:15		

The hours from 3:45 p.m. Sunday to 12:15 a.m. Monday are paid at double time (Sunday Shift). On Monday, the first eight (8) hours, from 1:45 p.m. to 10:15 p.m. are paid at straight-time and the last two (2) hours from 10:15 p.m. to 12:15 a.m., are paid at time and one-half for the hours worked over eight.

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**Example III: Monday – Friday with Sunday Overtime**

M thru F	Sa	Su	M	Tu	W	Th	F	Sa	Su
					5:00	5:00			5:00
7:00 7:00			7:00	7:00			7:00		
									1:45
3:45 3:45			3:45	3:45	3:45	3:45	3:45		

On Wednesday, the two (2) hours from 5:00 a.m. to 7:00 a.m. are paid at time and one-half for Tuesday, which is still within the twenty-four (24) hours from the start of the employee's established start time for the week. The hours from 7:00 a.m. to 3:45 p.m. are paid at the straight-time rate.

On Thursday, the two (2) hours from 5:00 a.m. to 7:00 a.m. are paid at time and one-half for Wednesday, which is still within the twenty-four (24) hours from the start of the employee's established start time for the week. The hours from 7:00 a.m. to 3:45 p.m. are paid at the straight-time rate.

On Sunday, the eight (8) hours from 5:00 a.m. to 1:45 p.m. are paid at double time, which is the employee's seventh day in this example.

**Example IV: Tuesday – Saturday with Sunday Overtime (Boiler House)**

T thru Sa	Sa	Su	M	Tu	W	Th	F	Sa	Su
						5:00	5:00		5:00
7:00 7:00				7:00	7:00			7:00	
									1:45
3:45 3:45				3:45	3:45	3:45	3:45	3:45	

On Thursday, the two (2) hours from 5:00 a.m. to 7:00 a.m. are paid at time and one-half for Wednesday, which is still within the twenty-four (24) hours from the start of the employee's established start time for the week. The hours from 7:00 a.m. to 3:45 p.m. are paid at the straight-time rate.

On Friday, the two (2) hours from 5:00 a.m. to 7:00 a.m. are paid at time and one-half for Thursday, which is still within the twenty-four (24) hours from the start of the employee's established start time for the week. The hours from 7:00 a.m. to 3:45 p.m. are paid at the straight-time rate.

On Saturday (the employee's fifth work day) the hours from 7:00 a.m. to 3:45 p.m. are paid at the straight-time rate.

On Sunday (the employee's sixth work day) the eight (8) hours from 5:00 a.m. to 1:45 p.m. are paid at time-and-one-half rate.

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## 9/80 Work Schedule

Section 6-A. ~~4-A.~~ The 9/80 work schedule consists of eighty (80) hours (64.9 hours for third shift) in a two (2)-week schedule of nine (9)-hour shifts Monday through Thursday and an eight (8)-hour shift on an alternating Friday.

Section 6-B. ~~4-B.~~ On first and second shifts, nine (9) hours of work within ten consecutive hours will constitute a regular day's work. On third shift, seven and three-tenths (7-3/10) hours of work within eight (8) hours shall constitute a regular day's work. The 9/80 work Friday is a shift that consists of eight (8) hours of work performed within a period of nine (9) consecutive hours, except for third shift which will be six and one-half hours (6-1/2) of work performed within a period of seven (7) hours, shall constitute a regular day's work.

### 9/80 Work Schedule for First and Second Shift

	M	Tu	W	TH	F	M	T	W	TH	F	
	HOURS										Total for Workweek
9/80 Work Schedule											
First Week	9	9	9	9	4						40
Second Week					4	9	9	9	9	Off	40

### 9/80 Work Schedule for Third Shift

	M	Tu	W	TH	F	M	T	W	TH	F	
	HOURS										Total for Workweek
9/80 Work Schedule											
First Week	7.3	7.3	7.3	7.3	3.65						40
Second Week					3.65	7.3	7.3	7.3	7.3	Off	40

### 9/80 Overtime Pay

~~Section 4-C. As soon as administratively practicable, for any hours worked or paid in excess of forty (40) hours, but less than fifty two (52) fifty (50) forty-eight (48) hours during the accounting workweek, an employee shall be paid overtime at one and one-half (1-1/2) times the hourly straight time rate. For any hours worked or paid in excess of fifty two (52) fifty~~

The Company reserves the right to open for discussion, add, delete, and/or modify any of these proposals, the right to propose changes and to make counter proposals and reserves the right to make counterproposals in any area of the Agreement opened by the Union.



~~(50) forty-eight (48) hours or more during the accounting workweek, an employee shall be paid overtime at two (2) times the hourly straight time rate.~~

~~For third shift, for any hours worked or paid in excess of the regular hourly rate of pay for thirty-two and one-half (32.5) hours worked on third shift, but less than forty-two and one-half (42.5) thirty-nine (39.0) hours worked on third shift during the accounting workweek, an employee shall be paid overtime at one and one-half (1-1/2) times the hourly straight time rate. For any hours worked or paid in excess of the regular hourly rate of pay for forty-two and one-half (42.5) thirty-nine (39.0) hours worked on third shift or more on third shift during the accounting workweek, an employee shall be paid overtime at two (2) times the hourly straight time rate. As used in this Section, the term "accounting workweek" is defined in Section 2(H) of this Article.~~

Section 7-A. Work in excess of nine (9) hours Monday through Thursday and work in excess of eight (8) hours on the scheduled On-Friday on first and second shifts shall be paid at the rate of one and one-half (1-1/2) times the hourly straight-time rate.

Section 7-B. Work in excess of seven and three-tenths (7-3/10) hours on third shift shall be paid at the rate of one and one-half (1-1/2) times the hourly straight-time rate.

Section 7-C. Work performed in excess of eleven (11) hours in a workday by first and second shift employees shall be paid at double the hourly straight-time rate. Work performed in excess of nine and one-half (9-1/2) hours in a workday by third shift employees shall be paid at double the regular hourly rate.

Section 7-D. Work performed on Saturday or the scheduled off-Friday of week two for first and second shifts shall be paid at the rate of one and one-half (1-1/2) times the hourly straight-time rate for the first eight (8) hours and two (2) times the hourly straight-time rate thereafter.

Section 7-E. Work performed on Saturday or the scheduled off-Friday of week two for third shift shall be paid at the rate of one and one-half (1-1/2) times the hourly straight-time rate for the first seven and three-tenths (7-3/10) hours and two (2) times the hourly straight-time rate thereafter.

Section 7-F. Work performed on Sunday shall be paid at the rate of two (2) times the employee's hourly straight-time rate.

#### 9/80 Pay Computation Examples

Section 8. The following examples are for illustration purposes only. Section 2 of this Article defines the work schedule as it applies to pay calculation for these examples.

Example I: Monday – Friday (1<sup>st</sup> week of the 9/80 schedule) with In-Week Overtime

M thru F	Sa	Su	M	Tu	W	Th	F	Sa	Su
			4:00	4:00					
6:00 6:00					6:00	6:00	6:00		
3:30 3:30			3:30	3:30	3:30	3:30	2:30		

The Company reserves the right to open for discussion, add, delete, and/or modify any of these proposals, the right to propose changes and to make counter proposals and reserves the right to make counterproposals in any area of the Agreement opened by the Union.

The first nine (9) hours from 4:00 a.m. to 1:30 p.m. on Monday and Tuesday are paid at straight-time and the last two (2) hours each day from 1:30 p.m. to 3:30 p.m. are paid at time-and-one-half for the hours worked over nine.

Example II: Monday – Friday (1<sup>st</sup> week of the 9/80 schedule) with Sunday and In-Week Overtime

M thru F	Sa	Su	M	Tu	W	Th	F	Sa	Su
			12:30						
2:30 2:30		2:30		2:30	2:30	2:30	2:30		
12:00 12:00		12:00	12:00	12:00	12:00	12:00	11:00		

The hours from 2:30 p.m. Sunday to 12:00 a.m. Monday are paid at double time (Sunday shift).

On Monday, the first nine (9) hours from 12:30 p.m. to 10:00 p.m. are paid at straight-time and the last two (2) hours from 10:00 p.m. to 12:00 a.m. are paid at time-and-one half for the hours worked over nine.

Example III: Monday – Friday (1<sup>st</sup> week of the 9/80 schedule) with Sunday Overtime

M thru F	Sa	Su	M	Tu	W	Th	F	Sa	Su
					4:00	4:00			4:00
6:00 6:00			6:00	6:00			6:00		
									1:30
3:30 3:30			3:30	3:30	3:30	3:30	2:30		

On Wednesday, the two (2) hours from 4:00 a.m. to 6:00 a.m. are paid at time-and-one-half for Tuesday, which is still within the twenty-four (24) hours from the start of the employee's established start time for the week. The hours from 6:00 a.m. to 3:30 p.m. are paid at the straight-time rate.

On Thursday, the two (2) hours from 4:00 a.m. to 6:00 a.m. are paid at time-and-one-half for Wednesday, which is still within the twenty-four (24) hours from the start of the employee's established start time for the week. The hours from 6:00 a.m. to 3:30 p.m. are paid at the straight-time rate.

On Sunday, the nine (9) hours from 4:00 a.m. to 1:30 p.m. are paid at double time, which is the employee's seventh day in this example.

### 3/12 Work Schedule

Section 9-A. **5-A.** The 3/12 work schedule consists of thirty-six (36) hours worked in twelve (12)-hour shifts over three (3) consecutive days, Friday through Sunday, and compensated at the hourly straight-time rate for forty (40) hours in a workweek. If implemented, this schedule shall apply **exclusively** to Fort Worth flight operations, the Test Sites (Edwards Air Force Base and Patuxent River NAS), and related support organizations.

The Company reserves the right to open for discussion, add, delete, and/or modify any of these proposals, the right to propose changes and to make counter proposals and reserves the right to make counterproposals in any area of the Agreement opened by the Union.

**Section 9-B. If a 3/12 work schedule is implemented beyond Fort Worth Flight Operations, the Test Sites (Edwards Air Force Base and Patuxent River NAS) and related support organizations, the 3/12 work schedule will first be staffed on a volunteer basis in seniority order. Where the need within a department, classification or skill set is not met after asking for volunteers, an agreement will be established between the Company and the Union on the method to staff the remaining needs.**

**Section 9-B-C. On first and second shifts, twelve (12) hours of work within thirteen (13) consecutive hours will constitute a day's work. There will be no third shift.**

	M	Tu	W	Th	F	Sa	Su	
	HOURS							Total Hours for Workweek
3/12 Friday-Sunday					12	12	12	36

#### **3/12 Overtime Pay**

**Section 10-A. Work performed in excess of twelve (12) hours in a workday shall be paid at two (2) times the hourly straight-time rate.**

**Section 10-B. Work performed on Monday, Tuesday, or Wednesday shall be paid at the rate of one and one-half (1-1/2) times the hourly straight-time rate for the first twelve (12) hours and two (2) times the hourly straight-time rate thereafter.**

**Section 10-C. Work performed on Thursday shall be paid at the rate of two (2) times the hourly straight time rate.**

**~~Section 5-CD. As soon as administratively practicable, for any hours worked or paid in excess of the regular hourly rate of pay for thirty-six (36) hours worked on a 3/12 schedule, but less than forty-eight (48) hours worked on a 3/12 schedule during the accounting workweek, an employee shall be paid overtime at one and one-half (1-1/2) times the hourly straight time rate. For any hours worked or paid in excess of the regular hourly rate of pay for forty-eight (48) hours worked on a 3/12 schedule or more during the accounting workweek, an employee shall be paid overtime at two (2) times the hourly straight time rate. As used in this Section, the term "accounting workweek" is defined in Section 2(H) of this Article.~~**

#### **4/10 Work Schedule**

**~~Section 6-A. The 4/10 work schedule consists of forty (40) hours of four (4) consecutive ten (10) hour workdays with three consecutive scheduled days off. Ten (10) hours of work within eleven (11) consecutive hours will constitute a day's work. There will be no third shift.~~**

The Company reserves the right to open for discussion, add, delete, and/or modify any of these proposals, the right to propose changes and to make counter proposals and reserves the right to make counterproposals in any area of the Agreement opened by the Union.



~~Section 6-B. Employees may be assigned to the primary 4/10 work schedule referred to as 4/10A (Monday-Thursday) or the alternate 4/10 work schedule referred to as 4/10B (Tuesday-Friday).~~

#### 4/10 Work Schedule

	M	Tu	W	TH	F	Sa	Su	
	HOURS							Total Hours for Workweek
4/10 Work Schedule								
<del>4/10 A</del>	10	10	10	10	Off	Off	Off	40
<del>4/10 B</del>	Off	10	10	10	10	Off	Off	40

#### 4/10 Overtime Pay

~~Section 6-C. As soon as administratively practicable, for any hours worked in excess of forty (40) hours, but less than fifty two (52) hours during the accounting workweek, an employee shall be paid overtime at one and one-half (1-1/2) times the hourly straight time rate. For any hours worked in excess of fifty two (52) hours or more during the accounting workweek, an employee shall be paid overtime at two (2) times the hourly straight time rate. As used in this Section, the term "accounting workweek" is defined in Section 2(H) of this Article.~~

#### Shift Change Preference

Section 11-A. In all shift preference moves, preference shall be given to more senior employees where in the Company's determination ability and skill are substantially equal. Where two or more departments are merged for seniority purposes, they shall be considered as one department when applying the provisions of this Section.

Section 11-B. ~~Any~~ An employee with a hardship will be considered at any time for a shift transfer and such request will be granted for a period not to exceed twenty-eight (28) calendar days in any twelve (12) month period provided that each steward and each manager on the affected shifts in the affected department agrees to grant the request. In no case will the approval of this request result in the involuntary displacement of an employee from one shift to another.

Section 11-C. Beginning 31 October 2022, employees may at any time during each calendar year, for reasons other than hardship, submit to their immediate supervisor or the company designee, an electronic request for a shift transfer. The Company shall maintain a shift preference list by classification and department for each shift. If an opening exists within a department, or department subsection if applicable, preference will be given by seniority to

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those departmental employees with an active shift preference request on file, provided that this move does not imbalance an adequate workforce.

A shift preference request once submitted may not be changed or withdrawn for six (6) months. Each request will be reviewed provided that the employee has not requested and been granted a shift transfer in the previous twelve (12) month period. However, any employee who has been granted a shift transfer and who is later moved by the company, may immediately file another shift transfer request. Once granted the employee cannot revoke the shift preference request.

The Company will make a serious effort to honor requested shift transfers within sixty (60) calendar days of the request being submitted.

If the shift request cannot be granted within that sixty (60) calendar day period within the employee's classification within the employee's home department, or home departmental subsection, if applicable, the Company will honor the requested shift transfer across departmental lines where openings exist within the employee's classification within thirty (30) calendar days by bumping the lowest senior employee within the employee's classification and department, or home departmental subsection, if applicable.

Beginning 05 June 2023, and continuing annually on the first Monday in June of each year, unresolved shift preference requests that have been on file with the Company for at least twelve (12) months will be granted across departmental lines by bumping the lowest senior employee within the employee's classification, seniority permitting.

In situations where specific skills are needed on a shift, qualified employees may be retained or transferred out of sequence to obtain or retain persons of specialized skills and/or experience for a period of up to fifteen (15) calendar days. This period may also be extended with mutual agreement of the Union and Company.

In no event shall the application of this section result in employee turnover exceeding ten percent (10%) in a classification per department per shift in any three (3) consecutive calendar months.

~~Section 11-C. Each year during the period of October 1 through December 31, an employee's request for a shift transfer across departmental lines within a classification (Plant Wide Shift Change) for reasons other than hardship, shall be reviewed provided that such employee has not requested and been granted a shift transfer in the previous twelve (12) months. However, an employee who has been granted a shift transfer and who is later moved to another shift by the Company may immediately file another shift transfer request for consideration during this review period. Each employee making such request for a shift transfer will submit their request in writing to their immediate supervisor or as designated by the Company within the first sixty (60) days of the ninety (90) day review period. Once submitted, employees cannot cancel or revoke their shift change request, once their preference has been granted. The Company will make a serious effort to arrange such requested shift transfer within the last thirty (30) days of the ninety (90) day period, but no later than the second week of January. In no event shall the application of this section~~

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~~result in employee turnover exceeding twenty percent (20%) in a classification per department per shift; however, at least one employee will be permitted to move on the shift change, if applicable.~~

- ~~1. Employees may also submit a shift change request May 1 through May 31 of each year.~~
- ~~2. When an opening occurs within a department or department subsection if applicable, preference will be given by seniority to those departmental employees with an active shift change request on file, provided that this move does not imbalance an adequate workforce.~~
- ~~3. All employee shift change requests will become null and void on November 30 of each year.~~

Section 11-D. Employees who are in their probationary period cannot submit shift preference requests under this Section; however, they may be moved at the Company's discretion in accordance with the provisions of Article 8 of this Agreement.

#### Overtime Assignment

Section 12-A. ~~As of the effective date of this Agreement, overtime hours will be zeroed out for all employees.~~ Records shall be kept of overtime hours worked by employees with the intent of equitable distribution of overtime work among employees within an occupational group, capable of performing such work. These records shall be made available to department Stewards upon request. Employees from one classification or job from another department will not be called upon to work overtime in another classification or job in a department when employees in the classification or job in which the overtime is to be worked are available, except in case of an emergency over which the Company has no control.

1. Departments will maintain an overtime list for each classification, shift, and work schedule.
2. Departments utilizing more than one work schedule may select employee overtime assignments based on production need.

Section 12-B. When it becomes necessary for employees covered by this Agreement to work overtime, they shall not be laid off during regular working hours to equalize the time.

Section 12-C. Employees who lay off without paid coverage during their regularly scheduled work week may not be assigned to overtime work during that workweek and/or their upcoming regularly scheduled days off.

~~Section 8-D. The Union recognizes that overtime is a necessary part of each employee's job duties and that each employee is required to work their fair share of offered overtime. Where the overtime need within a department is not met after asking for volunteers, first within a department, and then outside of a department, the Company will schedule junior employees to work overtime. In the event that a junior qualified employee is scheduled to work overtime three (3) times in an accounting month, that employee will not be scheduled again to work overtime in that accounting month, and instead the Company will schedule the next employee in that classification in reverse seniority order to work the overtime assignment.~~

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