

## **ARTICLE XI Hours of Work**

1. The work week shall consist of seven (7) days commencing each week at 12:01 a.m. Monday.

2. A. Traditional Schedules

The stated schedule of work for 40-hour employees shall be eight (8) consecutive hours each day for five (5) consecutive days with a lunch period excluded. A time shall be established for the start of the stated schedule of work each day and such shall be changed only subject to the conditions hereinafter set forth. Should the Company wish to establish a stated schedule of work for 40-hour workers which does not consist of five (5) consecutive days each week such may be done, but the employee shall receive for the fifth (5th) day worked in the work week a bonus of eight (8) hours' pay in addition to pay for the eight (8) hours worked and if said fifth (5th) day occurs on Sunday a bonus of twelve (12) hours' pay in addition to pay for the eight (8) hours worked shall be given.

B. Alternative Schedules

The Company may establish full-time schedules which do not result in premium pay for any of the forty (40) hours of the employee's stated schedule in a work week. Such schedules may consist of not less than eight (8) consecutive hours, nor more than twelve (12) consecutive hours each day. Alternative schedules will be not less than three (3), nor more than five (5) days each work week, however, these may not be consecutive days in all cases. No alternative schedule shall be implemented which does not include two (2) consecutive days off. Not less than fifteen (15) working days (Saturdays, Sundays and Holidays excluded) prior to the implementation of any alternative schedule, the Company will notify the employees in the affected department, and shall meet with the Union President, or her designee, to review said schedule.

Not less than fifteen working (15) days (Saturdays, Sundays and Holidays excluded) prior to the elimination of alternative schedules in a department, the Company shall notify the affected employees. Changes in the days of the stated schedule, or changes in the stated hours for reporting to work greater than one (1) hour, except for training purposes, shall be considered a new alternative schedule subject to offering by seniority. Alternative schedules will be offered by seniority to the employees in the affected department until the necessary complement is attained.

Beginning June 1, 1999, alternative schedule provisions will apply only to the Southlake Customer Service Call Center and the South Bend Service Agency. On or after June 1, 2000, the alternative schedules may be expanded to other departments only upon the mutual agreement of the Company and Union. If the parties agree to expand alternative schedules to other departments, the above rules will apply.

Unless specifically stated elsewhere, the terms of this Agreement pertaining to forty (40) hour employees shall govern employees working alternative schedules. In no case will an alternative schedule for a full-time employee result in less than forty (40) hours of straight time pay.

3. A stated hour for reporting to work and a stated schedule of working time shall be given to each employee and, except in cases of emergency, twenty-four (24) hours' notice of any change in such stated schedule shall be given the employee, and such twenty-four (24) hour notice shall be measured from the start of the schedule to which the employee is being changed.

For those employees working shifts that overlap into two (2) days, it shall be counted as having been worked entirely in the day during which the work commenced.

A change of stated schedule occurs when:

- A. The employee is required to start to work earlier than the beginning of her stated schedule and is not permitted by the Company to work, or is not paid, at least until the end of her stated schedule.
- B. The employee is required to start to work later than the start of her stated schedule of working time.
- C. If an employee has her schedule changed in compliance with the above but is required to work sixteen (16) or more consecutive hours, she shall receive premium pay for the first (1st) day of her new schedule for those hours worked in excess of eight (8).

If the foregoing provisions are not complied with, all the time worked on the first day of the new schedule shall be considered overtime.

4. When the employee's stated schedule of work is less than eight (8) hours per day, the hours worked on the sixth (6th) and seventh (7th) consecutive days in the work week shall be paid in accordance with Section 6 of this Article.

5. Any hours worked outside the employee's stated schedule of work shall be at the premium rates prescribed by this Agreement.

6. All time worked in excess of eight (8) hours in any one (1) day or forty (40) hours in any one (1) work week shall be paid for at one and one-half (1-1/2) times the hours worked times the hourly rate of pay except that all time worked by forty (40) hour non-shift employees on Sunday, as such, or by shift workers on their second (2nd) scheduled day off, shall be paid for at two (2) times the hours worked times the hourly rate of pay. Further, all time worked on Saturday as a part of the stated schedule of 40-hour non-shift employees shall, in any event, be paid for at one and one-half (1-1/2) times the hours worked times the hourly rate of pay.

7. When an employee works outside her stated schedule of work she shall be paid for all hours worked according to Section 6 of this Article and the hours worked shall be determined as follows:

- A. If the request to perform such work is made more than one (1) hour prior to the designated reporting time, the hours worked at overtime shall begin when the employee leaves home and shall end when she returns home, provided she returns home prior to the start of her next stated schedule of work. The determination of hours worked at overtime shall end when the employee starts her next stated schedule of work, provided the employee is allowed to work, or is paid, at least to the end of her next stated schedule of work.
  - B. If the request to perform such work requires the employee to report at once, the hours worked at overtime shall begin with the allowed 30 minute travel time. If longer is required then MapQuest will be utilized to determine required travel time from employee's home to reporting location. The provided MapQuest results plus ten (10) minutes will be paid.
  - C. The total time allowed for work and travel under the above provisions shall be not less than two (2) hours' pay at the employee's regular rate of pay, but this shall not apply to employees whose time under the above provisions starts less than one (1) hour and twenty (20) minutes prior to the start of the employee's next stated schedule of work.
  - D. Excessive time required to report for work or to return home shall be subject to investigation and appropriate adjustment.
8. An employee who works sixteen (16) hours or more continuously shall have, upon request, a minimum rest period of eight (8) hours before returning to work. To the extent such rest period extends into her regular work day and her stated schedule of work, she shall lose no time thereby. Time worked during the first fourteen (14) hours of continuous work shall be paid as per the employee's stated schedule and any work beyond fourteen (14) hours shall be at double time.
9. When an employee reports for work and is released from duty that day, it shall be considered that she has completed a day's work; and if she is called out later to work during the working day, such time worked shall be considered overtime.

10. When an employee receives less than sixteen (16) hours notice canceling scheduled overtime work prior to reporting at the designated place for such work, she shall be paid two (2) hours' time at her hourly rate of pay.

Employee's shall give as much advance notice as possible when canceling overtime work except in instances of prescheduled overtime. Employees assigned to work prescheduled overtime shall provide a minimum of sixteen (16) hours advance notice when canceling prescheduled overtime. When an employee fails to provide sixteen (16) hours notice of cancellation of overtime, she shall immediately be placed at the bottom of the overtime list, effective with the next overtime posting. When notification of overtime offering is less than sixteen (16) hours, this will not apply.

11. Employees working a regularly stated schedule at the time the change is made to Daylight Saving Time in the spring shall work seven (7) actual hours with no loss of normal pay. Employees working a regularly stated schedule at the time the change is made from Daylight Saving Time in the fall shall work nine (9) hours and receive pay at the established premium rate for the ninth (9th) hour.

12. An employee who is unable to report for work at her next designated starting time because of illness or other bona fide personal reason shall notify her immediate Supervisor or Department Head as soon as the fact is known to her, and shall notify her immediate Supervisor or Department Head as to the time she will return to her stated schedule as soon as the fact is known to her.

13. All time shall be figured to the nearest one-fourth (1/4) hour worked. Where the employee is required as often as every other day to work less than eight (8) minutes overtime, within a pay period, such time shall be accumulated and paid in units of one-quarter (1/4) hour.

Time off as a result of reporting late or quitting early shall be deducted to the nearest one-quarter (1/4) hour.

Alternatively, when an employee reports one (1) minute or more but less than eight (8) minutes late for her stated schedule, within a pay period, such time shall be accumulated and deducted in units of one-quarter (1/4) hour. Any employee who accumulates four (4) one-quarter hour deductions in a year, will be moved to the bottom of the overtime list.