

**PLANTWIDE OVERTIME SUPPLEMENTAL AGREEMENT
MIDDLETOWN WORKS**

OVERTIME DISTRIBUTION

The intent of this Plantwide Overtime Supplemental Agreement is for an equitable distribution of overtime hours for available and qualified employees. The parties understand that all overtime will be worked at the sole discretion of management.

I. SCHEDULED OVERTIME

When it is necessary to schedule overtime, the following procedures will apply:

- a. The qualified employee low in overtime hours will be scheduled for the turn.
- b. Employees may request to refuse their scheduled overtime by contacting appropriate supervision no later than 10:00 a.m. on Friday, following the posting of the weekly work schedule. The granting of requests to refuse scheduled overtime rests solely with management.
- c. The Company will make every effort to avoid the scheduling of 11-7/ 7-3 doubles.
- d. When it is known prior to the posting of the week's work schedule that twenty-one (21) operating turns will be necessary, the twenty-first (21st) turn will be filled as defined by Section V below.

II. RANDOM OVERTIME

- a. When overtime is less than four (4) hours at the end of a turn, the incumbent(s), including non-transferred employees may continue to be assigned to complete the work assignment. When overtime is less than four (4) hours before the beginning of a turn, the Company shall offer the overtime to the transferred employee lowest in overtime hours from the turn succeeding the overtime. If the overtime is not filled, non-transferred employees from the turn succeeding the overtime may be offered the overtime.
- b. When an employee is at work the overtime (**four (4) hours or more**) will be offered to the transferred employee lowest in overtime hours working the turn preceding the turn the Company must fill. If the overtime is not filled non-transferred employees working in the overtime group on the preceding turn may be offered the turn. Example: Employee is working 7a.m.-3 p.m. turn and the overtime is on the 3 p.m.-11 p.m. turn).
- c. If the overtime cannot be filled in the above manner, management will attempt to contact the transferred employee lowest in overtime hours, with a twenty-four (24) hour tolerance at the time of assignment considered equitable.
- d. Non-transferred employees working in the overtime group may be offered overtime only after management exhausts "c" above.

III. FORCED OVERTIME

Forced overtime will be filled as defined by Article VIII, Section F(3) of the Collective Bargaining Agreement, including all non-transferred employees.

IV. CHARGING OF OVERTIME HOURS

- a. Employees transferring into the seniority section will be charged with the average number of overtime hours of the overtime group at the time Management determines the employee is qualified to participate in the distribution of overtime.
- b. Transferred employees of the overtime group absent from work because of sickness, accident, or vacation will return to the overtime group with the same amount of overtime hours credited when the absence began.

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- c. Members of the overtime group on loan or on assignment to another seniority section for more than four weeks will upon their return to the overtime group be credited with the average number of overtime hours of the section.
- d. All overtime opportunities that are worked, refused or excused will be charged as hours worked for the purposes of calculating overtime hours.
- e. Overtime hours will be reduced to zero (0) at the start of the first full calendar week of each year. Overtime for this week will be filled as if eligible employees had zero (0) hours.
- f. A record of overtime hours will be kept and posted weekly.

V. CREW INTACT SCHEDULING-NON MAINTENANCE

If it is necessary to schedule additional turns during the week, crew(s) scheduled to work on the same turn preceding the additional turns will be scheduled. If fewer employees are needed (less than a full crew) the crew(s) will be filled on the basis of seniority utilizing Company service among transferred employees.

VI. MAINTENANCE/OPERATING TECNICIAN II (MAINTENANCE/OPERATOR)

a. Charging of Overtime

Employees incumbent or assigned to any Maintenance/Operator Assignment will be charged for overtime opportunities that are worked, refused or excused (operations or maintenance) only in their maintenance unit. (Maintenance Overtime Grouping). It is the intent that Maintenance/Operators will not be charged overtime in the operating overtime grouping.

b. Vacation Scheduling

Employees incumbent to a Maintenance/Operator Assignment will be scheduled for vacation in their incumbent Maintenance Technician vacation grouping.

VII. REMEDY

Should it be determined that an employee has been improperly by-passed for overtime, the employee, as full and complete remedy, shall be offered a make-up opportunity for an equivalent number of hours.

Nothing in this Agreement is to be construed as to require the scheduling or working of overtime or seven (7) days within a calendar week.

This Agreement may be amended or terminated at any time by mutual agreement between the appropriate representatives of Union and Management. Either party may terminate this Agreement with a thirty- (30) day written notice.

FOR THE COMPANY

FOR THE UNION

