

**TENTATIVE AGREEMENT**

**ARTICLE 5  
WORKWEEK, HOURS OF WORK, SHIFTS**

**Section 5.1 Workweek.**

The normal work schedule shall consist of five (5) consecutive workdays, Monday through Friday, followed by two (2) days of rest (Saturday and Sunday), except for those employees designated in advance by mutual agreement between the Company and the Union who regularly work on Saturday and/or Sunday, whose normal work schedule shall consist of five (5) consecutive workdays, followed by two (2) days of rest, which shall be treated as their Saturday and Sunday, in that order. The Company will attempt to meet its nonregular workweek assignments on a voluntary basis among the employees. In the event there are insufficient volunteers to meet the requirement, the supervisor may designate and require the necessary number of employees to work the nonregular workweek. Such designation shall first affect the junior qualified employees in the classification. When reducing the number of nonregular workweek assignments, senior employees within each job will be given their preference to return to regular workweek schedules. The purpose of nonregular workweek assignments is to provide for those maintenance and service functions that are required on a continuing seven (7)-day per-week basis. Such assignments will not be utilized for the purpose of providing maintenance or service in support of weekend production operations. It is mutually agreed that Maintenance employees and employees in organizations providing seven-day customer service may be assigned to a nonregular workweek.

**Section 5.2 Short Workweek.**

In the event the Company deems it advisable to work any number of the employees on a short workweek, the Union and the affected employees will be notified in advance which days are to be worked, and such days worked shall be consecutive. An employee's options in regard to the use of vacation credit in such situation are set forth in Section 8.4(i).

**Section 5.3 Shifts; Lunch Periods; Rest Periods.**

Each employee shall be assigned to a definite shift with designated times of beginning and ending. The first and second shifts each shall be an eight (8)-hour-and-thirty-minute period which shall include a thirty (30)-minute unpaid lunch period. The third shift shall be a seven (7)-hour period which shall include a thirty (30)-minute unpaid lunch period. The designated times of beginning each shift during the scheduled workweek (the period covered by Section 6.10(c)) shall be: first shift - between 5:00 A.M. and 8:30 A.M.; second shift - between 1:30 P.M. and 6:00 P.M.; third shift - between 10:00 P.M. and 1:30 A.M. of the following day. Each employee shall be given a ten (10)-minute rest period in each half of the shift to which he/she is assigned, the time of starting each such rest period to be designated by the Company. Each employee who is required to report for work two (2) or more hours prior to the start of his/her regular shift shall receive a ten (10)-minute rest period prior to the start of his/her regular shift. Each employee who is scheduled to work two (2) or more hours of

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overtime after his/her regular shift shall receive a ten (10)-minute rest period prior to the start of the overtime. Changes of shift assignments shall be made on the first day of a new workweek whenever practicable.

**Section 5.4 Shift Preference.**

In order to ensure operational efficiency, the Company shall have the exclusive right to assign employees to any shift. Subject to the foregoing, senior employees who have a shift preference on file shall be given preference over junior employees who are assigned to the same job title and shift, junior returning non-bargaining unit employees, new hires, recalls from layoff, and promotional candidates for placement in openings in their job title and organization. Shift preference rights are not applicable over employees being downgraded, laterally reclassified on their current shift, laterally transferred to the organization on their current shift or over senior employees who are in their labor grade. Employees who have requested downgrades will not be given preference over senior employees in their organization who have shift preferences on file. Shift preferences must be filed more than three (3) working days prior to an organization effecting a shift change or declaring a job opening by submission of a dated open requisition. If an employee does not file a shift preference, it shall be assumed that he/she is on his/her preferred shift. Under no circumstances will the provisions of this Section 5.4 be construed to enable an employee, at his/her instance and request, to displace a less senior employee from his/her job and shift.

**5.4(a)** As stated, shift preferences as defined will not apply in instances where the exercise of such rights would affect the efficiency of Company operations in any organization on any shift. When such instances arise, it shall be the responsibility of organizational management to prepare an exception request for transmittal to the organization's designated executive or delegate. Exception requests shall be discussed with the Union prior to submittal to the site senior Human Resources representative or designee for final approval.

**5.4(a)(1)** When staffing a new shift, the Company maintains the right to assign employees necessary to accomplish the work, including the right to assign employees with key skills regardless of their shift preference. The Company will attempt to complete such staffing from volunteers, assignments from other shifts in reverse seniority order, promotions, and new hires.

**5.4(a)(2)** When senior employees are displaced from their shift of preference during a staffing exercise, the Union will be notified and the displaced employee shall be given, in writing, a date of return to the preferred shift he/she was on.

**5.4(b)** The Company will de-staff a shift in the following order: first, by shift preference filings, and second, in reverse seniority order among remaining employees. In cases where the shift is to be eliminated, employees will be notified in advance and given the opportunity to file a timely shift preference.

**5.4(c)** In the event an employee is holding a higher graded job classification but is no longer assigned to work as a lead (as defined by the Rules Governing the

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Application of Job Descriptions), he/she shall have the same shift preference rights accorded to the employees in the lower graded job classification of the work being performed.

5.4(d) In the event two (2) or more employees have the same seniority date, the employee with the lowest BEMS ID will be provided the first opportunity for shift preference movement.