
d. Job Sharing

An alternative work arrangement where two or more employees share the responsibility for a designated position.

ARTICLE 4
PAY AND BASIS OF COMPENSATION

4.01 Pay for Work on a Week Day (Other than an Authorized Holiday).

- A. Employees working on a week day will be paid at the regular rate for all scheduled time worked except as otherwise provided in this section.
- B. Employees working on a week day will be paid at the overtime rate for all non-scheduled time worked and for scheduled time worked under the provisions of 3.02B2 except as otherwise provided in "D" below.
- C. Scheduled time worked on a week day which is in excess of 37 ½ hours during the calendar week as referred to in "1" below will be paid at the overtime rate except as otherwise provided in "D" below. (Also see 3.02B2).
 - 1. All time on week days, Sundays, holidays, optional holidays, and vacations, except for time coded for suspension, unpaid home condition, or excused time will be included in the 37 ½ hours when computing weekly overtime due.
- D. Notwithstanding any other provisions of this section, employees will be paid at the double time rate for all time worked in excess of forty-nine hours of work time in a calendar week. In computing these hours, only time actually worked will be counted, except that excused time on an observed holiday which is considered as time worked under "C" above will also be counted in computing the hours of work time.

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- E. When scheduled hours are shifted by the Company, the new scheduled time worked on week days within 48 hours after notice of the shift but outside the previously posted schedule will be paid for at the overtime rate, except as otherwise provided in "D" above.
- F. Scheduled time worked on week days which falls within twelve hours from the scheduled end of the preceding tour will be paid for at the overtime rate except as otherwise provided in "D" above.
 - 1. An employee's exercise of his/her seniority for the choice of tours or the change of a schedule at the request of any employee does not obligate the Company to pay, under "F" above, for time worked at the overtime or double time rate.
- G. When employees have worked fourteen or more hours in the twenty-four hours immediately preceding the starting time of a scheduled tour on a week day, time worked during such scheduled tour equal to the time worked in excess of thirteen hours during the preceding twenty-four hours will be paid for at the overtime rate except as otherwise provided in "D" above.
- H. When employees have worked on thirteen or more consecutive days (scheduled or non-scheduled) they will be paid beginning with the fourteenth day at the overtime rate or the double time rate, as appropriate, for all scheduled time worked on week days until the employees have been granted a day off.
- I. Where a scheduled week day is shifted by the Company from a work day to an off-day without twelve hours notice employees will be paid on the new off-day for two hours at the overtime rate.
- J. Employees working on a week day falling on December 31 will be paid at the overtime rate for all time worked after 7:00 P.M. except as otherwise provided in "D" above.

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- K. Notwithstanding any provisions of this Agreement except 4.01F, 4.01H, and 4.01J, the overtime rate of pay will not be paid to part-time employees until they have worked in excess of 7 ½ hours per day or 37 ½ hours per week. (See 2.01B)

4.02 Pay for Work on Sunday.

- A. Employees working on Sunday will be paid at the Sunday rate (one and one-half times the basic hourly rate) for all time worked not in excess of 7 ½ hours and will also be paid any applicable evening or night differentials.
- B. Employees working on Sunday will be paid at the overtime rate for all time worked in excess of 7 ½ hours.
- C. Where a scheduled Sunday is shifted by the Company from a work day to an off-day without twelve hours notice, employees will be paid for two hours at the Sunday rate.
- D. Where the weekly work schedule is 37 ½ hours and it includes a Sunday part tour of less than 3 ¾ hours, employees will be paid (in addition to pay under "A" above for the time worked) at the regular rate for the difference in time, if any, obtained by subtracting the scheduled time (and connecting time, if any) worked from 3 ¾ hours.
- E. Where the weekly work schedule is in excess of 37 ½ hours and it includes a Sunday part tour of less than 3 ¾ hours employees working such part tours will be paid at the appropriate overtime rate.

4.03 Pay for Authorized Holiday.

- A. Employees other than those specified in "B" below will be paid a day's regular pay for an authorized holiday irrespective of any payments under 4.04 for time worked on the holiday, except as provided in "1", "2", "3" and "4" below.
1. Where the holiday is the sixth or seventh scheduled day as computed under 4.01C, the employee will be paid a day's pay at the overtime rate except as provided under 4.05B.
 2. Where no work is performed on the holiday and the scheduled and excused time on such holiday is in excess of forty-nine hours as computed under 4.01D, the employee

will be paid a day's pay at the double time rate. (See 4.05B.)

3. Employees having unexcused absences on a holiday on which they are scheduled to work, or on the last scheduled day preceding the holiday or the first scheduled day following the holiday will receive no pay for the holiday.
 4. Employees excused, for any reason, without pay for thirty days or less and who perform no work during the calendar week in which the holiday occurs will not be eligible for pay for the holiday except for absences during the first seven days resulting from sickness, absence for Union time, or when the employee is absent as a result of acceptance of Company initiated excused time.
 5. Employees on leave will not be eligible to pay for the holiday if the leave begins before or terminates after the holiday occurs in a particular week.
- B. Part-time employees engaged or re-engaged on or after 1/1/81 will be paid a holiday allowance at the straight time rate for all authorized holidays whether they are scheduled to work, scheduled and excused or not scheduled to work. The holiday allowance paid will be prorated based on the relationship of the individual part-time employee's "part-time equivalent work week" to the normal work week of a comparable full-time employee in the same job title, classification and work group.

4.04 Pay for Work on Holiday.

- A. Employees other than those specified in "F" below working on a holiday not in excess of 7 ½ hours will be paid at the overtime rate except as otherwise provided in this section.
1. Employees will be paid at the double time rate for time worked on an observed holiday, not in excess of 7 ½ hours when such work time is in excess of forty-nine hours of work in the calendar week as computed under 4.01D.
 2. Employees will be paid at the double time rate for time worked on an observed holiday, not in excess of 7 ½

hours, when such work time occurs on an observed holiday falling on Friday or Saturday and is in excess of 37 ½ hours as determined in computing weekly overtime in 4.01C.

- B. Employees working on a holiday will be paid at two and one-half times the basic rate for all time worked in excess of 7 ½ hours.
- C. Where the weekly work schedule is 37 ½ hours and it includes a holiday part tour of less than 3 ¾ hours employees will be paid (in addition to pay under "A" above for the time worked) at the regular rate for the difference in time, if any, obtained by subtracting the scheduled time (and connecting time, if any) worked from 3 ¾ hours.
- D. Where a scheduled holiday is shifted by the Company from a work day to an off-day without twelve hours notice, employees will be paid on the holiday for two hours at the overtime rate unless paid under 4.03A1 or 4.03A2.
- E. Pay under this section is in addition to pay under 4.03.
- F. Part-time employees engaged or re-engaged on or after January 1, 1981.
 - 1. If an employee works less than his/her scheduled hours, he/she will be paid the holiday allowance plus pay for only those hours worked at the applicable rate as outlined above.
 - 2. If an employee is not scheduled to work on the holiday and is assigned to work, in addition to the holiday allowance, he/she will be paid straight time for all hours worked within the equivalent full-time tour for a comparable full-time employee. Payment to a part-time employee for hours worked in excess of an equivalent normal daily tour or work week for a comparable full-time employee will be at the overtime rate or double time rate, as appropriate.

4.05 Non-Compounding of Overtime.

- A. Notwithstanding any other provisions of this Agreement, employees will not be paid for work on Sundays, week days, or holidays at any rate in excess of the overtime rate except to meet holiday pay requirements under 4.04B, double time requirements under 4.01D, 4.03A2 or 4.04A, or where necessary to meet minimum pay requirements as stated in 4.01B, 4.01J, and 4.02C.
- B. When an employee is paid at the double time rate for time worked within 7 ½ hours on a holiday, the holiday pay, equal to the time worked that is paid at the double time rate, will be paid at the regular rate irrespective of the provisions of 4.03A1.

4.06 Assignment of Overtime.

- A. Overtime for employees will be offered on the following basis:
 - 1. The Company will provide employees with as much notice as possible when overtime is required. Insofar as practicable, the Company will give at least four (4) hours notice prior to assigning connecting overtime.
 - 2. The Company will not be required to reassign a work assignment in progress at the end of the employee's tour because of his/her position on the seniority list.
 - 3. Overtime will be offered to qualified employees in the work unit, on a voluntary basis in order of seniority.
 - 4. If all available qualified employees decline the offered overtime, it will be assigned to the employee lowest in seniority including those who do not desire overtime unless there is a valid personal reason for not accepting the assignment. Employees who have already worked twelve (12) hours of overtime in the current week may refuse additional overtime if there are other qualified employees available for overtime. (see Involuntary Overtime Trial language, Appendix C)

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5. When all available qualified employees, including those who do not desire overtime, in a given unit are needed to perform overtime work, such employees will be so advised when they are initially contacted. In this event, they will be expected to accept the overtime assignment unless they have a valid personal reason for declining. (See Involuntary Overtime Trial language, Appendix C)
 - a. Employees having valid personal reasons for not working overtime on a particular day should notify their supervisor as far in advance as practicable.
 6. When assigning overtime, the Company will consider, to the extent possible, the overtime preferences of their employees. Each employee will be given the opportunity to indicate, in writing to his/her supervisor, their preference of overtime assignment. The form, designated by the Company, may indicate the following types of overtime assignments:
 - a. No voluntary overtime
 - b. Connecting overtime
 - c. Connecting overtime preference (before or after tour, if applicable)
 - d. 6th day
 - e. 6th day (more than 3 consecutive weeks)

Preferences will remain in effect until changed by the employee. Employees will have the right to change their overtime preference forms once per quarter.

7. Employees who are on vacation for one or more full weeks will be considered as unavailable on the Saturday before the first full week and ending with the Sunday following the last week. Employees who are on vacation for less than a week will be considered as unavailable on the day(s) they are on vacation. The selected vacation week(s) must have been scheduled prior to the posting of mandatory overtime.

8. Employees who have selected a full vacation day or more in accordance with Article 5.06D will be considered as unavailable for the Saturday and Sunday overtime provided one of their scheduled vacation days is Friday or Monday. The selected vacation day(s) must have been scheduled prior to the posting of mandatory overtime.
9. An employee may schedule or re-schedule a vacation day or week after the posting of an overtime assignment but will be considered as available.
10. In connection with the Union's review of an alleged grievance or violation of the provisions of this Article, the Company will provide a record of all overtime hours worked by employees in the work unit.
11. Employees in the title of DTSR will be offered overtime based on those working the same sales campaign.

B. Compensatory Time/Overtime Option

1. Employees covered under this Article will be given the option of selecting either compensatory time off or overtime payments when the employee works overtime if practical and consistent with the needs of the business.
2. The option to take compensatory time off will be voluntary on the part of the employee and will be granted subject to needs of the business. When multiple requests for the same compensatory time are received, the requests will be granted in seniority order.
3. Compensatory time off must be taken in the same payroll period in which the overtime occurred.
4. Compensatory time off may only be taken for overtime worked at the 1 1/2 times rate. Such compensatory time off will be granted at the rate of 1 1/2 hours for each hour of overtime worked.

C. Premium-pay opportunities will be offered in the same manner as described in "A." above.

4.07 Differential Payments.

- A. Employees will be paid, in addition to their basic rates, differentials for working tours which fall wholly or partly within the period 7:00 P.M. to 7:00 A.M., except, the total number of differentials to be paid for any work between 7:00 P.M. and the following 7:00 A.M. will not exceed two.
- B. Except as provided in 4.08, all employees will be paid differentials for those tours which fall wholly or partially within the period 7:00 P.M. to 7:00 A.M. in the amount of ten percent (10%) of their basic wage rate.
- C. Where connecting overtime work (1.06) extends into a period for which evening or night differentials are payable, compensation for that day will include a differential payment in the amount of ten percent (10%) of the basic daily wage rate except that no such differential will be payable for time worked between the hours of 7:00 PM and 8:00 PM.
- D. Where overtime of four or more hours duration is worked which does not connect with a scheduled tour, and any part of the overtime is between the hours of 7:00 P.M. and 7:00 A.M., compensation for that day will include the proper proportion of the applicable differential payment.
- E. Only one evening or night differential will be paid for work performed between 7:00 P.M. and the following 7:00 A.M. except in cases where an employee has earned such a differential under "C" or "D" above and starts his/her next scheduled work prior to 7:00 A.M.
- F. Any employee directed by the Company to assist in the training of a group of employees will be paid, in addition to his/her basic rate, a differential of fifteen percent (15%) per session in which more than one hour of such work is performed.

Any employee directed by the Company to assist in the training of an individual will be paid, in addition to his/her basic rate, a differential of fifteen percent (15%) per hour of such work performed.

G. Supervisory-Relief *and Work Group Advocate* Differentials.

1. Rate of Differential. When an employee is designated by the Company to relieve a management employee or to perform supervisory work, he/she will be paid a supervisory relief differential of ten percent (10%) above his/her basic hourly rate of pay for such time worked provided he/she performs such work for two or more hours during the calendar week.
2. "Acting" Titles. When an employee is designated to perform temporarily the supervisory duties of a first line or higher supervisor and that designation is expected to run for a period of longer than five weeks, he/she will be reclassified temporarily to the title of "Acting" for the supervisor being relieved. If an employee has been relieving a supervisor on a differential payment basis for a period of five weeks, he/she will be reclassified to the title of "Acting" if the relieving assignment is expected to continue for five or more additional weeks. Upon the end of an "Acting" designation, the employee will receive the rate of pay to which his/her wage length of service entitles him/her on the job that he/she thereafter performs.
3. *When an employee is designated by the Company to perform supervisory work but not relieve a supervisor, he/she will be paid a Work Group Advocate differential of ten percent (10%) above his/her basic hourly rate of pay for such time worked provided he/she performs such work for two or more hours during the calendar week.*

H. Working on Higher-Rated Job.

1. An employee working temporarily on a higher-rated job classification within the bargaining unit will receive a differential of ten percent (10%) above his/her basic hourly rate of pay for such time worked provided he/she performs such work for two or more hours during the calendar week. Differentials are limited to those instances in which an employee is substituting in a job carrying a higher top basic weekly rate than the job on which the

substituting employee normally works, except that an employee in formal training for work on a higher-rated job classification within the bargaining unit but who has not been promoted to the higher-rated job classification will receive differential payment during the period of such training. (See 13.06A1)

2. In no event will the basic pay of the employee substituting in a higher-rated job plus differentials under "1" above be more for a calendar week than his/her wage experience credit entitles him/her to receive when applied to the higher wage scale for the job on which he/she is temporarily working.
3. When an employee is designated temporarily to work full time on a higher-rated job classification within the bargaining unit and that designation is expected to run for a period of longer than four weeks, he/she will be reclassified temporarily to the title of "Acting" in the higher-rated job classification and paid in accordance with 2.06. If an employee has been working on a differential payment basis for a period of four weeks, he/she will be reclassified to the title of "Acting" if the relieving assignment is expected to continue for three or more additional weeks. Upon the end of such designation, the employee will receive the rate of pay to which his/her wage length of service entitles him/her on the job that he/she thereafter performs.

I. Quality Facilitator Work.

Employees certified as quality facilitators will be paid a differential of fifteen percent (15%) above his/her basic hourly rate for time worked in the role of a facilitator. This includes time spent preparing for and facilitating workshops, training team members, or facilitating other quality improvement programs.

J. Multi-lingual Differential

Employees who meet reasonable certification requirements for multi-lingual positions, and who have been assigned/selected

to work in a position for which these certification requirements apply, will be paid **\$3.00** for each full session worked.

4.08 Pay For Exempt Employees.

Employees exempt from the Wage and Hour Section of the Fair Labor Standards Act, as amended, will receive basic weekly pay and differential payments under the provisions of **4.07G, H, I, and J**. None of the provisions of 4.01, 4.02, 4.04, 4.05, 4.06 and 4.07A, B, C, D, E, and F will apply to such exempt employees.

4.09 Payroll Periods and Paycheck Deliveries.

- A. Employees in all departments will be carried on bi-weekly payrolls. Paychecks for those employees not using direct deposit will be mailed to the employee's mailing address 2-3 business days prior to payday.
- B. Check stubs for those employees using direct deposit will be mailed to the employee's mailing address 2-3 business days prior to payday. In the event that electronic or other options become available, check stubs may be made available to employees in the most efficient manner available.
- C. Payday will be on Friday following the close of each payroll period. Funds will be deposited in the employee's account or available for deposit effective Thursday following the close of a payroll period (Friday when the previous Monday is a Company holiday).

**ARTICLE 5
HOLIDAYS AND VACATIONS**

5.01 Authorized Holidays.

- A. Ten holidays will be authorized (eight specified holidays and two optional holidays) as follows: