

44. DISTRIBUTION OF OVERTIME

- a) Overtime will be distributed equally by classification in each regular working headquarters to the best ability of the Supervisor in charge, using the biweekly posted overtime list as a guide for such distribution.

Overtime records including the callout fill rates at each regular headquarters shall be reviewed every four (4) weeks by the Supervisor and the Job Steward to determine whether all overtime assignments and/or callout fill rates during the period were made and recorded in accordance with the terms of the Agreement. If the Supervisor and the Steward agree that all overtime assignments and/or callout fill rate in the period were made in accordance with the terms of the Agreement, they shall sign the overtime record as being correct. A matter concerning an overtime assignment and/or the callout fill rate record may become a grievance only after the review and providing it is reduced to writing and taken up with the Supervisor within four (4) weeks after such review.

If at any time it is determined that an overtime assignment was not made in accordance with the terms of this Agreement, the remedy shall be make-up overtime work which would not ordinarily be performed on overtime, to take place within thirty (30) days of such determination. Failure to provide such work after such determination shall subject the Company to payment.

The callout rate will be classified as the "Fill Rate," which will be calculated by dividing the number of callout overtime assignments accepted by the number of callout overtime assignments offered. There will be two (2) callout evaluation periods established for each calendar year.

The first evaluation period will commence at the end of the payroll period ending nearest to January one (1) of each year and conclude on the last day of the thirteenth (13th) pay period. The second evaluation period will commence at the beginning of the fourteenth (14th) pay period and end on the last day of the last pay period for the year.

The Company will have no obligation to provide make-up overtime work to any employee as a result of the call out, with less than one (1) hours' notice, or holdover of another employee. The Company shall have no obligation to provide make-up overtime work as a result of an assignment to an employee who was not the low overtime available employee in the employee's classification, if at the end of the review period the employee claiming the overtime is the high employee in the classification or is within ten (10) hours or ten (10) percent (whichever is higher) of the high overtime employee in the classification. An employee who is incorrectly passed over for a callout will be credited with a callout response provided they work the make-up overtime.

All Power Systems and Customer Service employees may be called out if the call out occurs within two (2) hours of their regular starting time. This agreement will not affect the current manner in which employees are REQUIRED to work overtime.

Distribution employees in Exhibit "A" Hourly Wage Schedules identified by the single asterisk should respond for callout overtime at a level of fifty percent (50%) or higher in each evaluation

period. Distribution employees who respond to and work callout overtime at a rate of sixty-five percent (65%) or higher will qualify to obtain a financial incentive.

Employees must receive a minimum of six (6) callout overtime assignment opportunities to be evaluated. Employees who accept thirteen (13) callouts will be considered as achieving the callout fill rate. Regardless of the number of assignments offered employees will be charged a maximum of one (1) decline in a twenty-four (24) hour period, being defined as twelve (12) midnight to twelve (12) midnight. Fill rate credit will be given for all callout acceptances that are worked.

All employees who are at or above sixty-five percent (65%) callout fill rate in an evaluation period will receive a five hundred dollar (\$500) financial incentive. Employees who are at or above an eighty percent (80%) callout fill rate in an evaluation period will receive a two thousand dollar (\$2,000) financial incentive.

- The incentive will be paid within two (2) pay periods following the evaluation period.

Overtime will be distributed according to functional work type. Geographical boundaries, as defined by the Company, will be established for the Distribution Business Unit and Power Delivery Business Unit work headquarters.

b) In compiling the biweekly posted overtime list, the following conditions will be adhered to:

1. Overtime list will be made up of only employees who wish to be on it. Employees who are not on the list will be considered to have one (1) hour more overtime than the high overtime employee does in each classification. All overtime hours worked by the employee in the employee's own classification, or while relieving or working in another classification, or while working at another location, will be included in totals shown on the above posted list. Employees who submit a memo to supervision expressing a desire to relieve on overtime in classifications they are qualified to work, will be considered by seniority for relieving on overtime in these classifications, whether they are on the overtime list or not. Employees may elect off the overtime list at the end of a pay period. An employee who makes such election will be dropped from the overtime list for the next six (6) pay periods.

All employees identified by the single asterisk in Exhibit "A" will be required to be on the overtime list and required to provide correct phone number(s) for callout response.

2. When an employee changes the employee's regular headquarters or enters a new classification, and wishes to be on the overtime list, the employee will be placed on the overtime list at the average overtime of the classification. Employees who have elected not to be on the overtime list and wish to be may notify supervision by memo. These employees will be placed at one (1) hour above the employee with the greatest number of overtime hours on the overtime list in their classification according to the time limits specified in the foregoing Subsection (b) (1). When an employee relieves outside of the Bargaining Unit, and returns, the employee will be placed at one hour above the employee with the greatest number of overtime hours on the overtime list in their classification.

When an employee changes the employee's regular headquarters or enters a new classification the employee's callout fill rate will carry to a new headquarters. An employee must be in a classification defined as being subject to the fill rate and must remain in the required department for an entire evaluation period in order to be evaluated.

- ~~4.3.~~ If an employee refuses overtime which the Company gets someone else to perform, the overtime will be charged against the employee who refused. For call out overtime, the employee shall be charged if they do not have a telephone. If the employee's phone is answered and such employee fails to work the overtime assignment, they shall be charged the overtime hours. If however, the employee responds within one (1) hour expressing a desire to work, they will not be charged if the assignment has been filled. The Company agrees that in the event all the personnel in a classification at the headquarters are requested to work overtime, those employees in that classification refusing will be charged for the overtime worked unless they are sick or on excused absence. Overtime will not be charged against Apprentices who turn down overtime to attend Apprentice training classes.
- ~~2.4.~~ If an employee is sick, or on vacation, or on excused absence, and is offered overtime but refuses it, the employee will not be charged for the overtime refused. This is not to be interpreted as meaning that employee is not subject to call back while on vacation, as provided in Subparagraph 8(b) of this Agreement. For distribution of overtime purposes an employee shall be considered on vacation from the time the employee finishes work on the employee's last scheduled regular workday shift before going on vacation until the employee's scheduled starting time on the employee's first scheduled workday after the employee's vacation.
- ~~3.5.~~ At the end of the payroll period ending nearest January 1 of each year, the overtime list for each classification at each location will be returned to zero, listed in seniority order and shall become effective upon posting the list at each work location at the regular agreed upon time.
- ~~4.6.~~ Junior employees will not be forced to work an overtime assignment for more than two (2) consecutive days. The only exception would be if there were no other employees available in that classification and location or everyone is assigned to work overtime.
- ~~5.7.~~ The provisions of this Paragraph should not be interpreted to restrict the Company's right to require employees to work overtime.
- ~~6.8.~~ If this method results in an obviously inequitable distribution of overtime, then the Director of Labor Relations and the Business Manager will work out a method of correcting such inequity.
- c) (1) For assignments of an emergency nature such as; storm or rush work where employees are temporarily assigned away from their regular headquarters and required to be away overnight for the Company or other utilities, in or out of State. The Company will select the work headquarters, classifications and numbers of employees to be traveled. The employee, by the selected classifications within the work headquarters, with the most actual hours of overtime worked will be offered the assignment first. If there is a known need for a specific classification, the employees of that classification should be offered that storm assignment by need. Prior to

forcing any employee for the assignment the Company will consider requesting volunteers, by classification, from nearby locations provided that this does not create a situation whereby travel crew departure is impacted. Employees who are given less than twelve (12) hours' notice of a travel assignment will be given one (1) hour of paid preparation (packing) time prior to the travel assignment.

Transmission, substation and non-overhead crew's talents where possible can be used to facilitate our total Company effort in accordance with the MOU. If the efforts of all are not used to their full potential it should be brought to the attention of the Area Storm Coordinator and the President of the Local Union. They shall discuss and find resolution at the earliest possible time for the benefit of our customers and employees.

- c) (2) These employees shall be paid a minimum of fourteen and one half (14 1/2) hours a day exclusive of meals, each day away from the regular work headquarters, except when the requesting utility has work rule constraints of a less number of hours; for restoration efforts lasting thirteen (13) consecutive days of work, employees will receive one (1) day of paid rest time (eight (8) hours straight-time) to be observed as follows: one third (1/3) of the employees covered under this paragraph will observe their paid rest day on the 14th day, one third (1/3) on the 15th day, and one third (1/3) on the 16th day, this provision will continue for subsequent thirteen (13) consecutive day periods until restoration is complete. If any one of the above rest days occurs on the last day of the assignment, the employee will observe the paid rest day on the day following their return to their home work location. The daily starting time will be the scheduled departing time from the lodging location and the ending time will be the actual arrival time back at the lodging location. Employees may request to be replaced on a travel assignment after twenty-one (21) days. The request shall be granted based on the availability of personnel and the seniority provisions of this agreement. On the last day of the storm assignment, employees should be paid actual hours worked, including travel time back to their regular work headquarters. The last day of the storm assignment refers to the day the employee returns to their home work location, which does not include overnight lodging.
- c) (3) For restoration efforts within the Company's service territory, non-traveling employees directly engaged in the restoration effort, whose management area was directly impacted, will be eligible for the rest day provision described in (c)(2) above. Restoration days will be calculated beginning with the first day of any crew movement within the Company's service territory.
- c) (4) Employees not traveling on storm or emergency assignments who remain at their regular work headquarters supporting normal operations that are working extended hours, may request one day of unpaid rest after thirteen (13) consecutive days to be observed as follows: one third of the employees covered under this paragraph will observe their unpaid rest day on the 14th day, one third on the 15th day, and one third on the 16th day; this provision will continue for subsequent 13 consecutive day periods until restoration is complete. Consecutive days will be calculated beginning with the first day that crews from that management area depart.