

# United Electrical, Radio & Machine Workers of America – Local 506

*The Union Representing Erie Wabtec Workers*



Union Proposal #6: Second Pass

## **Article VIII. SUBCONTRACTING**

Section 1. Subcontracting Rights. Production and maintenance work in the Erie Plant shall ordinarily be performed by bargaining unit employees. However, both parties acknowledge that the Company may be required to utilize non-bargaining unit employees and/or outside contractors to perform certain production and maintenance work during the term of this Agreement. ~~based upon the needs of the business. The company shall not utilize non-bargaining unit employees to do any production, repair, defect, rework, modification, etc. on company property at its manufacturing Plant located at 2901 East Lake Road, Erie, Pennsylvania (the "Erie Plant"). Subcontracting will not be utilized to circumvent the job bidding and/or recall process or the hiring of new employees.~~

Section 2. Legitimate Business Reasons. The Company agrees that it will subcontract work only for legitimate, business-related reasons. The following shall be deemed to be legitimate business reasons:

- (a) The work involves a major capital project, including new construction, major installation, and major modernization of equipment.
- (b) The project involves modification work, such as the upgrade of the capabilities of an existing machine or process equipment line.
- (c) The work requires special skills, special equipment or special licenses.
- (d) The project is of such size or nature as to make it impractical to be handled by bargaining unit employees.
- (e) The work is of such urgency or short duration as to make it impractical to be handled by bargaining unit employees.
- (f) Sufficient qualified bargaining unit employees are not available to perform all the work without significant overtime or refuse to volunteer for overtime work.
- (g) Similar work has been performed by subcontractors in the past.
- (h) Significant cost savings can be achieved.

Section 3. Good Faith Requirement. In exercising its subcontracting rights, the Company agrees to act in good faith. The Company agrees that it will not subcontract work solely to reduce the number of employees in the bargaining unit or to discriminate against any bargaining unit employee. If the subcontracting work is expected to exceed ninety (90) days, the company will follow the provisions outlined in Article XII of this Agreement prior to subcontracting bargaining unit work.

Section 4. Notice.

(a) The Company agrees to provide the Union with advance written notice at least ten (10) calendar days prior to ~~permanent~~ subcontracting of any bargaining unit work. that will result in the permanent layoff of bargaining unit employees.

(b) Upon request, the Company will meet and discuss with the Union any decision and/or the effects of any decision to ~~permanently~~ subcontract bargaining unit work under this Section. In no event will the Company be obligated to delay any subcontracting decision more than ten (10) days from the date that notice was provided. The discussions will focus on (i) the capacity and qualifications of bargaining unit employees to perform the work subject to the subcontracting notice, and (ii) the expected duration of such subcontracting. The Company may implement its subcontracting decision after this discussion period.

(c) The parties recognize that there are some subcontracting requirements of an emergency nature which make prior notification difficult; however, the company will make every attempt to notify the Union in advance. If prior notice is impossible, ~~When this occurs,~~ the Company will notify the Union as soon as possible under the circumstances.

(d) The Company will provide the Union with a quarterly report of all subcontracted production and maintenance work ~~that does not result in the layoff of bargaining unit employees,~~ as well as any bargaining unit work that the Company knows may be subcontracted during the upcoming calendar quarter with the reasons why the work was or is expected to be subcontracted.

(e) The company will provide to the Union annually a report of all items that are listed as buy items, that have been, are similar to or could be manufactured in the Erie facility. After receipt of the report the Union and Company will meet in a CIC format to evaluate what work can be manufactured at the Erie Manufacturing Facility and incorporated as a make item.

Section 5. Subcontracted Functions. Notwithstanding the foregoing, the Company shall have the unlimited right to subcontract the following work during the term of this Agreement:

- (a) Janitorial work.
- (b) Landscaping work.
- (c) Any and all HVAC repair and inspection work.

- (d) Pest Control.
- (e) Forklift repairs.
- (f) Roof construction and repair
- (g) Snow removal.
- (h) Asphalt paving and paint striping.
- (i) Vendor managed inventory.

Section 6. Non-Interference. When the Company utilizes subcontractors to perform work on the premises of the Company's Erie Plant, including maintenance work and the work functions listed in Section 5, the Union agrees, on behalf of itself, and on behalf of all bargaining unit employees, that neither the Union nor any bargaining unit employees will coerce, harass or in any way interfere with any workers brought in by subcontractors to perform work on the premises or on the equipment being constructed by the Company, regardless of their membership or non-membership in other unions. The Company shall not request that bargaining unit employees train such individuals.

Section 7. Continuous Improvement Committee. The Company will establish a Continuous Improvement Committee (CIC) consisting of both management and bargaining unit employees to implement innovative manufacturing techniques at the Erie Plant in order to improve manufacturing productivity, streamline operations, reduce waste and upgrade safety and quality programs.

(a) The CIC may establish departmental subcommittees to study and make recommendations on effective measures to enhance productivity, efficiency and quality in specific Departments. The size and composition of such departmental subcommittees will be determined by the CIC, provided that all departmental subcommittees will have one member appointed by the Union.

(b) The CIC (and any departmental subcommittees) will discuss issues such as:

- (i) Opportunities for new job creation.
- (ii) Opportunities for new bargaining unit employees.
- (iii) Investment plans and potential impact on jobs.
- (iv) Subcontracting of work and other sourcing issues.
- (v) Process changes and work practices to increase quality and efficiency.
- (vi) Innovative manufacturing techniques.
- (vii) Technological improvements, including upgrading of existing machinery for continued capability and efficiency.
- (viii) Training opportunities.

- (c) The Union will be permitted to appoint one member of the CIC.
- (d) Each division will establish its own subcommittee of the CIC and report out their progress to the CIC committee on a monthly basis.
- (e) Employees will be permitted to volunteer to participate on the CIC. The Plant Manager and/or Business Leader of each Division will consult with the Chief Steward of the Division before selecting employees to participate on the CIC. Employees selected to participate will be required to attend a training program on innovative/lean manufacturing techniques. Employees members on the CIC may resign at any time.
- (f) All CIC activities will be considered working hours and employees will be paid at the applicable rate for time spent participating in CIC activities.
- (g) The Company's Lean/Productivity Organization Leader along with the Union appointed liaison will lead the CIC. The Lean/Productivity Organization Leader will be responsible determining the number of management and bargaining unit participants needed on the CIC, for selecting those management and bargaining unit employees who will participate in the CIC, for identifying the innovative manufacturing projects for development and implementation by the CIC and for determining the meeting schedule for the CIC.
- (h) ~~Any employee who fails to regularly attend CIC meetings or fails to participate in the innovative/lean manufacturing projects developed and implemented by the CIC will be dismissed from the CIC.~~
- (i) The CIC will have no authority to modify the terms of this Agreement including, but not limited to, compensation, benefits, staffing levels and the Company's right to supervise, manage and control its business, operations and plants.

Section 8. Annual Meetings. The Company and the Union recognize the value of holding periodic meetings to discuss the state of the business and future plans that may impact employees represented by the Union. The Erie Plant Site Leader will meet at least once each year during the term of the Agreement with representatives of the International and Local Union to review business and plant performance and discuss issues of mutual interest.

# United Electrical, Radio & Machine Workers of America – Local 506

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Union Proposal #7: Second Pass

## **Article IX. SENIORITY**

Section 1. Probationary Period. All new employees will be required to serve a probationary period for the first ~~six (6) months~~ ninety (90) days after their date of hire. The probationary period is intended to give each new employee the opportunity to demonstrate his/her ability to achieve a satisfactory level of performance, comply with work rules, and satisfactorily complete any applicable Company training programs.

(a) The probationary period is not a guarantee of ~~six (6) months~~ ninety (90) days of employment. A probationary employee may be subject to transfer, layoff, discipline or discharge for just cause. ~~at the discretion of the Company.~~

(b) Former General Electric Transportation (GET) employees hired by Wabtec and employed as of the Effective Date of this Agreement will not be required to serve a probationary period.

Section 2. Seniority. Seniority is continuous service with the Company and shall consist of time actually spent on the active payroll, time spent on layoff while recall rights are retained plus approved absences as defined in this Agreement.

(a) Service with GET will be considered for purposes of determining seniority at Wabtec, provided that the employee was actively employed by GET immediately prior to the closing date of the acquisition of the Erie Plant (i.e., performed services for GET during the thirty (30) day period prior to the Closing Date and not permanently laid off, discharged, resigned or retired). The seniority order of those employees actively employed by GET immediately prior to the closing date of the acquisition of the Erie Plant will be maintained in the same order as existed on the Closing Date.

(b) Any former GET employee who is hired by the Company during the term of this Agreement will be credited with his/her GET seniority.

(c) Resolving Ties in Seniority. Where two (2) or more persons have the same seniority date, the employee who has the lowest employee identification number will be deemed most senior.

(d) Leave of Absence. Employees will continue to accrue seniority during approved leaves of absence.

(e) Lay Off. Employees will continue to accrue seniority while on layoff until they have exhausted their five (5) year recall rights in accordance with Article XI Sec.1 (f) or until they have refused all forms of recall.

Section 3. Loss of Seniority. An employee's seniority shall be lost by any one (1) of the following:

- (a) ~~Retirement from Wabtec (age 59.5).~~ Retirement from Wabtec. For all purposes under this Agreement, the term "Retirement" shall mean voluntary separation from employment with the Company after reaching 59 1/2 years of age.
- (b) Voluntary quit.
- (c) Discharge (for just cause).
- (d) Overstaying a leave of absence without just cause.
- (e) Refusal, when recalled from layoff, to accept a permanent job, and rate therefore, that is available and for which the employee is qualified, except as set forth in Article XI, Section 4(b).
- (f) Failure to notify the Company of his/her intent to return to work within three (3) working days unless excused by the Company.
- (g) Four (4) consecutively scheduled work days of no call, no show, unless the employee's failure to call was due to physical or mental incapacity supported by acceptable medical documentation.
- (h) Employee engaged in another occupation while working for the Company found taking time off to further that occupation without Company approval.
- (i) Payment of severance allowance.
- (j) Employees with permanent medical restrictions which prohibit them from performing any available work, with reasonable accommodations.
- (k) A leave of absence in excess of twenty (24) months, unless extended by the Company, employee is being compensated by LTD Insurance or Workers Compensation Insurance, or leave is renewed in accordance with Article IV, Section 6(c).

Section 4. Seniority Restoration. If the Company re-employs a former employee who had more than one year of continuous service at the time of a loss of seniority under Section 3 of this Article ~~through no fault of the employee~~, the Company will restore the employee's seniority after the employee completes one continuous year of service after being re-employed by the Company.

# United Electrical, Radio & Machine Workers of America – Local 506

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Union Proposal #9: Second Pass

## **Article XII. JOB VACANCIES**

Section 1. Job Bidding. The Company will provide opportunities for promotion for current employees before hiring external candidates for vacant positions at the Erie Plant. ~~Prior to posting vacant job classifications for bid, the Company will recall any employees currently on layoff with recall rights to the vacant job classification.~~

Section 2. Selection Criteria. The Company will, to the extent practical, give first consideration in job bidding to present employees, if employees with the necessary qualifications bid. In selecting employees for job bids, the Company will take into consideration as an important factor the relative length of seniority of the employees who it finds are minimally qualified for the job vacancy. The Company may also consider an interview or test results (if applicable). The testing and interview process will be conducted during the employees normal working hours and be considered as hours worked.

Section 3. Guidelines for Job Bidding.

(a) A job vacancy occurs when the Company requires an additional employee to perform the work of a particular job classification for more than ninety (90) consecutive days.

(b) ~~If there are no employees on layoff with recall rights to the vacant job classification, the job vacancy will be posted for bid in accordance with this Article. Prior to recalling employees on layoff, any job vacancies except for Production Tech will be posted for bid in accordance with this Article. During recall, Production Tech positions will be considered Safety Net positions and will not be posted until recall has been exhausted.~~

(c) Job vacancies will be posted for a period of forty-eight (48) hours. Job postings will normally be posted on Wednesdays or Fridays. The posting shall include the job request number, job classification, job requirements, shift, wage rate, department, location, testing requirements (if applicable) and supervisor's name and telephone number. A list of employees selected to fill job vacancies will be electronically posted and continually updated as job vacancies are filled, including job request number, job classification, wage rate, department, location, and seniority date for the selected employee.

(d) When filling a job opening, a request for the open job by an employee in the same job grade and classification, the employee will not be considered again for job vacancies for a period of eighteen (18) months.

(e) When filling a job opening, a request by an employee for a lower graded job, the employee will not be considered again for job vacancies for a period of eighteen (18) months.

(f) An employee who bids on a job may reconsider and decline such placement with the understanding that after two (2) ~~three (3)~~ refusals in a rolling twelve (12) month period, the employee will be locked out of job bidding for a period of six (6) months from the date of refusal.

(i) If an employee bids on multiple jobs within the same job classification and accepts one, the remaining job bids will not be considered declined.

(ii) If the job duties, job description and/or job location do not match the job posting the employee will not be charged with declining the position.

(g) An employee who withdraws his/her bid prior to the posting deadline will not be excluded from bidding on future vacancies.

(h) An employee will have forty-eight (48) hours to schedule an interview once they are acknowledged for selection in the bid process. If the interviewing supervisor fails to respond to the request or schedules the interview beyond the allotted time, additional time shall be granted. Additionally, if the employee is on vacation or personal absence the interview will be postponed until the employee returns.

(i) When an employee bids on and is awarded a job vacancy, he/she must acknowledge acceptance of the job on the job posting system within twenty-four (24) hours and must start working in the new job classification when assigned.

(j) Every attempt will be made to transition an employee to his/her new job ~~classification~~ within six (6) weeks to fill an immediate job vacancy.

(i) If an employee selected to fill a job vacancy has not been transitioned to his/her new job classification within six (6) weeks, the employee's straight-time hourly wage rate will be adjusted to the straight-time hourly wage rate including shift differential for his/her new job classification, unless otherwise provided in the job posting.

(ii) If an employee selected to fill a job vacancy is held in his/her prior job classification more than six (6) weeks after being awarded the job vacancy, the employee will be considered to be temporarily transferred to his/her prior job classification, subject to the requirements and limitations of temporary transfers set forth in Article XIV of this Agreement.

Section 4. Team Leaders/Instructors. The Company will have the sole and unqualified right to select Team Leaders and Instructors from among the employees working in the Erie Plant without regard to seniority. Notice regarding new or vacant Team Leader/Instructor positions will be posted in the affected department and will not be subject to the posting procedures set forth in Sections 1, 2 and 3 of this Article.

(a) Plant managers will determine the number of Team Leaders/Instructors in their departments based upon the needs of the business.

(b) The duties and responsibilities of Team Leaders/Instructors may include the following:

- (i) Assisting in organizing, scheduling and assignment of work.
  - (ii) Instructing and training employees on applicable job skills, processes and work requirements.
  - (iii) Monitoring work flow and troubleshooting problems that negatively affect productivity or quality.
  - (iv) Identifying opportunities for improvement in safety, quality and productivity.
  - (v) Notifying supervision of work-related issues including but not limited to housekeeping issues, missing parts, drawing issues, maintenance concerns, work changes, or any other matters negatively affecting safety, quality or productivity.
  - (vi) The applicable Plant Manager shall have the right to modify the job responsibilities for Team Leaders/Instructors at the time based upon business needs. Any changes in the job responsibilities for Team leaders/Instructors will be communicated to the Union.
  - (vii) Team Leaders/Instructors will not have any authority to discipline bargaining unit employees or to adjust grievances on behalf of the Company. Further, Team Leaders/Instructors will not be required to approve timecards or maintain attendance or overtime records.
- (c) In making selections for Team Leader/Instructor roles, the following factors will be considered: (1) job knowledge, (2) skills, (3) ability, (4) training, (5) experience, (6) track record for quality, (7) interpersonal skills, (8) positive working relationship with management and co-workers, (9) communications skills, (10) problem-solving ability, (11) leadership, (12) disciplinary history, (13) attendance record, (14) safety record, and (15) seniority. If all of these factors are relatively equal, the most senior employee will be selected.
- (d) Employees selected as Team Leaders or Instructors will be paid a premium of one dollar (\$1.00) ~~two dollars (\$2.00)~~ per hour on all hours worked performing Team Leader or Instructor functions only.
- (e) Former GET employees who were performing Team Leader or Instructor functions at the time of the acquisition of the Erie Facility by Wabtec, who were paid a higher differential for performing such duties, will continue to receive the same differential while performing such duties.
- (f) Team Leaders/Instructors may be removed for any legitimate reason. Team Leaders/Instructors may resign at any time for any reason.

# United Electrical, Radio & Machine Workers of America – Local 506

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Union Proposal #10: Second Pass

## **Article XIV. TEMPORARY TRANSFERS**

Section 1. Temporary Transfers. The Company may temporarily transfer an employee into a job classification that the employee is qualified to perform based on the needs of the business or to fill in for an employee who is on an approved leave of absence. An employee will be deemed to be qualified to perform the work of a job classification if the employee has held the classification on a permanent basis and can perform the job with minimal training.

Section 2. Applicable Wage Rate. When an employee is temporarily transferred to a different job classification for a period exceeding one (1) hour, the employee will be paid for all time worked in the higher classification at the higher of: (a) the employee's regular straight-time hourly wage rate, (b) the straight-time hourly wage rate for the job classification to which the employee is assigned, or (c) the applicable premium rate if an overtime or double time premium applies.

Section 3. Shift Change. If a change in shift is required the company will follow the provisions outlined in Article XIII, Sections 2 and 3.

Section 4. Duration of Temporary Transfer.

(a) Absent exceptional circumstances, employees will not be temporarily transferred out of their classification for more than one hundred eighty (180) consecutive calendar days to cover for an employee on an approved leave of absence.

(b) Absent exceptional circumstances, employees will not be temporarily transferred out of their classification for more than ninety (90) consecutive calendar days for operational reasons.

(c) Employees shall not be temporarily transferred more than once during a calendar year.

(d) Temporary transfers will not be used to circumvent the job bidding procedures, recall or layoff procedures or hiring of new employees as set forth in this Agreement.

(e) Any employee affected by a Temporary Transfer will be issued a contact with a start date and an end date for the expected duration of the transfer. A copy of the contact will be provided to the employee's Chief Steward

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Union Proposal #11: Second Pass

## **Article XV. HOURS OF WORK**

Section 1. Shift Schedules. The Company will determine the shift schedules for manufacturing, maintenance, testing and warehouse operations at the Erie Plant based upon the needs of the business. During the term of the Agreement, the Company will provide advance notice to the Union before modifying shift schedules for any reason.

### Section 2. Hours of Work.

(a) Workweek. The normal working week for hourly employees at the Erie Plant shall be forty (40) hours per week, Monday through Friday, eight (8) hours per day, five (5) days per week. The workweek is defined as beginning at 11:00 pm Sunday through 10:59 pm the following Sunday. The workweek on multiple shifts may be less than forty (40) hours. The employee's start time on Monday will be considered their start time for the week.

Workday. An employee's workday is the 24-hour period beginning with their assigned start time at the beginning of their workweek.

(i) When a change is made in the hours of work or work schedules of substantially all employees of a Plant or department, the Company will notify the employee affected at least seven (7) days in advance of the effective date of such change.

(ii) When a change is made in the hours of work or work schedules of various individuals or smaller groups of employees, management will give the affected employees as much notice as possible.

(iii) Special schedules of hours and payment will remain the same on existing jobs which require continuous operations, as set forth in the Side Letter Agreement No. 5. When a change is made to an employee's work schedule of 4 hour or more, the Company will notify the employee affected at least seven (7) days in advance of the effective date of such change.

(b) Timekeeping. Each employee is responsible for accurately recording his/her work time.

- (i) The Company will provide scanners at the Erie Plant for timekeeping purposes. Employees will be required to scan in and out in their designated building to record their working time.
- (ii) Employees must report any failure to scan in immediately to their supervisor.
- (iii) Employees who leave the premises during working hours for reasons other than the scheduled meal period must have authorization and must scan out when departing and scan in upon returning.
- (iv) Employees who leave the premises during their scheduled meal period must scan out when departing and scan in upon returning.
- (c) Overtime Approval. Employees are not permitted to work overtime unless they obtain prior approval from their supervisor.

Section 3. Rest and Meal Periods.

(a) Rest Period. Employees will be provided one paid ten (10) minute rest period during each shift of at least eight (8) hours in length. In its discretion, the Company may provide an additional paid break period of ten (10) minutes in lieu of an unpaid lunch period. If an employee's works more than 8 hours they shall be provided an additional ten (10) minutes rest period.

(b) Meal Period. Employees will be provided a thirty (30) minute unpaid meal period approximately halfway through their shift.

(c) Overtime Assignments. Employees may be offered to work overtime including, but not limited to, before or after weekday shifts, on weekends and holidays, as necessary depending on the needs of the business.

(i) Overtime will be divided as equally as proficient operations permit among the employees in the department who are qualified to perform the work. An employee will be deemed to be qualified to perform the work if the employee can perform the work with minimal training.

(ii) A record of overtime worked by employees and offered to employees (or credited to them) will be maintained by supervision and will be available for examination by employees or Stewards upon request.

(iii) Inequitable distribution of overtime work will be corrected only by future scheduling of overtime work or payment if scheduling does not permit. Overtime equalization will be done on a calendar year basis beginning on the first day of operations for Wabtec Corporation. Overtime will be considered equalized if all employees in a group are within ten (10) percent of offered overtime. An employee who is permanently transferred to a different department, or is promoted to a different job classification, will be considered to have worked an

average amount of overtime in the new department or job classification for purposes of overtime equalization.

- (iv) The Union agrees that its officer and stewards will not coerce, prevent or restrain, in any way, any qualified employees to prevent them from performing overtime work. Further, the Union, its officers and stewards shall encourage employees to volunteer for overtime as requested by the Company.

Section 4. Overtime Premium. Employees will receive premium pay for overtime in accordance with applicable federal and state law. Except where otherwise required by law, employees will be paid one and one-half (1 ½) times their straight-time hourly rate of pay (including shift differential if applicable) for hours worked under the following circumstances:

(a) In excess of eight (8) hours in any single workday (excluding employees on continuous operations schedules who work shifts in excess of eight (8) hours in length); or

(b) In excess of forty (40) hours in any given workweek; or

(c) In excess of eight (8) hours in any continuous twenty-four (24) hour period beginning at the starting time of the employee's shift, unless and until the employee shall have been relieved from work; or

(d) If working a Monday-Friday shift schedule, all hours worked on Saturday.

(e) Paid time for holidays, vacation, bereavement, and all other compensated non-working time will be considered hours worked for overtime purposes.

Section 5. Double Time. Employees will receive premium pay equal to two times (2X) the employee's regular straight-time hourly wage rate (including shift differential, if applicable) for all hours worked under the following circumstances:

(a) On his/her seventh consecutive day of work; or

(b) If working a Monday-Friday shift schedule, all hours worked on Sunday;  
or

(c) In excess of twelve (12) hours in a single workday; provided that an employee who shall have worked in excess of twelve (12) hours in any single workday, and who shall be required to continue at work beyond that workday, shall continue to be paid at the double time rate for hours worked until he shall have been relieved from work.

(d) Overtime premiums shall not be duplicated or pyramided.

Section 6. Call-Ins. Employees who are called in outside of their regular schedule of hours will be paid the equivalent of four (4) hours pay at their straight-time rate, unless a premium rate applies.

Section 7. Report-in Time. Employees who report for work in accordance with their regular schedules will receive not less than four (4) hours wages at their straight-time hourly wage rate assuming employee performed all offered and assigned work. As a condition for receiving payment under this policy, employees may be assigned any available work for which they are qualified. This policy shall not be applicable where the inability of the Company to supply work is the result of natural disaster, fire, snowstorm, flood, power failure or other events outside the Company's control.

Section 8. Dispensary Time. Employees will be paid at their applicable straight-time hourly wage rate (unless a premium rate applies) for time spent in attending the Company dispensary for examination or treatment of any injuries arising out of and in the course of their employment, whenever such time would otherwise have been spent by the injured employee on the work assigned to him/her. Employees who are directed not to return to work as a result of their injury shall be paid at their regular straight-time hourly rate (unless a premium rate applies) to the end of their scheduled work shift. These provisions apply only to the initial date of injury and any additional follow-up required by the Company's medical center.

Section 9. Payroll Issues.

(a) The Company will pay wages to its employees on a bi-weekly basis.

(b) In the event that there is an error in the amount of pay, the employee should promptly bring the discrepancy to the attention of his/her supervisor. The supervisor will investigate and, if necessary, make sure that any necessary correction is made as soon as possible. If an issue with pay is not resolved to the employee's satisfaction, he/she should contact Human Resources so the matter can be further evaluated.

(c) If an error is made in calculating an employee's wages, the Company will notify the affected employee and either correct any underpayment of wages or arrange for repayment of any overpayment of wages by the employee.

(d) Employees shall have the option to receive their wages by direct deposit.

Section 10. Continuous Operations Workday — Workweek.

(a) When a Powerhouse Facilitator is assigned to a continuous operations schedule of five (5) days at work and two (2) days off, his/her first scheduled day off shall be considered as the sixth (6th) day of his/her workweek, and his/her second scheduled day off, whether or not successive, as the seventh (7th) day of his/her workweek. When such schedule contains a regularly recurring workweek of six (6) days at work and one day off, such scheduled day off shall be considered as the seventh (7th) day of his/her workweek and the day immediately preceding as the sixth (6th) day of his/her workweek.

(b) Powerhouse Facilitators who are absent for any reason during the week will in no way have their premium payments affected for any hours worked on the employees Saturday, Sunday, Holiday or his/her designated 6th or 7th day.

(c) Each employee is responsible for accurately recording his/her work time.

2. Overtime Premiums for Powerhouse Facilitators. Such Employees will receive premium pay for overtime in accordance with applicable federal and state law. The Company will pay for overtime as possible:

(a) At the rate of time and one half (1½X) for hours worked:

i. In excess of eight (8) hours in a single workday;

ii. In excess of forty (40) hours in a given workweek;

iii. In excess of eight (8) hours in any continuous twenty-four (24) hours beginning at the starting time of the employee's shift; or

iv. On the employee's 7th day of his workweek if such day is neither his Saturday, Sunday, or observed holiday.

(b) At the rate of double time for hours worked either:

i. On the employee's 7th day of his/her workweek, if such day is his Saturday, Sunday or observed holiday;

ii. On the employee's 6th day of the workweek if falling on an observed holiday;

iii. In excess of Twelve (12) hours in his/her workday.

(c) Paid time for holidays, vacation and personal illness time (if used in 4-hour increments), and bereavement will be considered hours worked for overtime purposes.

(d) Overtime premiums shall not be pyramided.