

FACILITIES MANAGEMENT AND SERVICES

DISTRIBUTION OF OVERTIME

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For the purpose of effectuating Article IX, Section 12 of the current (1993) Agreement between the Company and Local 223, U.W.U.A., the Facilities Management and Services Department and the Union Committee of the Facilities Management and Services Department (Building and Properties Bargaining Unit) agree to the following definitions and practices:

1. **Distribution of Overtime (IX,12a)**

- A. The equal distribution of overtime will be accomplished principally through the offering of prearranged overtime to the qualified employees who are low on the overtime list. For purposes of applying these Overtime rules, prearranged overtime is that overtime for which the necessity is known far enough in advance (16 hours in advance of the starting time of the assignment involving the overtime) to enable the orderly scheduling of employees. Management fully understands that it must continuously stand ready to justify its judgments about employee qualifications and abilities.

2. **Overtime Work Groups (IX, 12c)**

- A. The "overtime work groups" are listed below and include all Local 223 represented employees in each:

Facility Maintenance Repairman

Painters

Structural Group
Carpenters, Locksmith

Operating Engineers – G.O.

Operating Engineers – W.S.C.

Facility Maintenance Journeyman

Facility Maintenance Utility Person

B. There is one overtime list for each work group. The overtime work groups are divided into six numbered areas into which the headquarters locations are assigned. The areas and assigned headquarters are numbered as follows:

1. EF2
2. Monroe Power Plant
3. A Allen Road
3. T Trenton Channel Power Plant
3. R River Rouge Power Plant
4. Yost Substation
4. H Howell Service Center
5. G General Offices
5. W Warren Service Center
6. M Macomb Division Headquarters
6. N Noble Complex
7. St. Clair Power Plant

Note: As other headquarters are established, they will be included into one of the six areas.

C. Overtime Canvass Sequence

If an employee is needed for an overtime assignment, the following sequence for canvass will be followed:

1. The qualified, available, low overtime employee in the work group at the headquarters that normally covers that location.
2. The qualified, available, low overtime employee selected from among the employees in the area covering the location and the area employees in the areas whose number is one lower and one higher of the area covering the location.

Example: An overtime assignment at GO that is not filled by the GO complement will be filled by the qualified, available, low overtime employee selected from WSC, Yost, Macomb, and Noble headquarters personnel; i.e., the low overtime employees in areas 4, 3 and 5 will be considered for the overtime assignment after the GO list is exhausted.

Management may canvass other areas for employees in the same job classification if a sufficient number of employees have not been obtained. The assignment may be offered to the qualified, available, low overtime employee selected from among the area employees in the areas whose number is one lower and one higher than those already canvassed. Additional areas may be canvassed in this manner until all qualified, available, low overtime employees in the work group have been canvassed.

Example: An overtime assignment at St. Clair is not filled by employees after canvass as St. Clair (7), management may then canvass at Macomb (6M), Noble (6N), GO (5G) and WSC (5W). If still unsuccessful, the canvass may continue in turn to Yost (4), Howell (4H), River Rouge (3R), Trenton Channel PP (3T), Allen Road (3A), Monroe PP (2), and Fermi (1)

D. Apprentices will be kept on a separate overtime list.

3. **Accounting For Distribution (IX, 12d)**

- A. It is agreed that an employee will not normally be asked for or charged for overtime under the following circumstances: Employees can be canvassed for only the current pay periods.

1. **Absence Due to Personal Sickness or Injury:**

An employee reported "sick" (as defined in X, 4a) from work on the work day previous to the offer of overtime work. The sickness shall continue until reporting back to a regularly scheduled shift. An employee is obligated to inform a supervisor that he/she is currently unavailable for overtime due to previously reported sickness.

2. **Company/Union or Union Business:**

He/She cannot accept overtime because of Union or Company/Union business for which he/she has been officially delegated by the Union.

3. **Military Leave/Training or Incapacitation:**

An employee who is on military leave or is absent due to military training. An employee who is on restricted duty or incapacitated.

4. **Jury Duty:**

Employee on jury duty will not be available for overtime except on those days the employee reports for work or on holidays and weekends; provided, that in the judgment of the supervisor, such overtime will not interfere with the jury duty assignment or with normal sleeping hours prior to the jury duty assignment.

5. **No Personal Contact:**

If the employee has not been personally contacted, except as otherwise mutually agreed upon between the Company and the Union in a specific case.

6. **Wiredown or Restoration Work:**

If any one employee in an overtime work group reports for wiredown or restoration duty, that overtime list shall be frozen until all employees in that overtime work group return to normal duty.

1. **Absence of Ten or More Days:**

An employee absent from work for minimum of ten (10) working days due to personal illness or injury will, upon his return, be placed back on the list in the same position as when the sickness began. (The hours assigned will be the average of the person above and below him/her on the overtime list should keep his position relatively the same). The overtime list will be adjusted for the next normal revision.

2. **Pagers:**

During normal working hours pagers will be used for overtime contacts. "No response" to a page is equal to a refusal.

3. **Employee Responsibility:**

An employee inadvertently offered overtime in contravention to these rules has a responsibility to tell Management about his/her status and failure to do so will preclude charges of violation against Management.

B. Sign Off Overtime

An employee may waive his/her right to overtime assignments for a period of six (6) months. Such waivers will be valid only if signed by the employee and will be initiated on or about January 1 and July 1 of each payroll year. If, at the end of the waived period, and employee wishes to again become available he/she will be charged with the accumulated hours of the middle employee of the group or his/her previously accumulated overtime hours, whichever is higher. During the waiver period, the employees name will be placed at the top of the overtime list and the employee will not normally be asked for prearranged overtime unless unusual circumstances exist such as an emergency. Should more than one employee waive his/her right to overtime assignments, group seniority shall determine the employee to be placed at the top of the overtime list.

- C. The overtime list for each group will be brought up to date weekly and will be the basis of assignment until the new overtime list is posted. Such lists will indicate the accumulated paid hours of overtime worked by or charged against each employee in the overtime work group. It is the responsibility of the supervisor to post the overtime accumulated by each employee during a pay week not later than the end of the work day of the following Thursday. Overtime lists will be readily available to all employees in the overtime work group.

4. **Casual Overtime (IX, 12e)**

- A. When a specific maintenance or construction project is assigned to an employee or employees for completion and casual overtime rather than another shift is required, the casual overtime will normally be worked by the employee or employees to whom the project was assigned.

5. **Transfers Into Work Groups (IX, 12f)**

- A. Employees temporarily assigned to a non-represented classification will be offered overtime assignments in their normal overtime work groups in accordance with the Distribution of Overtime rules and charges will be made according to those rules. In addition, such employees will also be charged with any overtime hours worked in the non-represented classification.
- B. When an employee transfers from one overtime work group to another, he will be charged with the overtime hours of the middle employee in the new group.

Note: Middle employee is defined as the center employee on the overtime list or as the average Between two center employees when the list has an even number.

6. **End of Calendar Year (IX, 12g)**

At the end of each calendar year, accumulated overtime hours of the employee with the lowest number will be reduced to zero, and the hours of the other employees will be correspondingly reduced.

7. **Emergencies (IX, 12h)**

No grievance will be filed on the distribution of overtime if emergency conditions prevent the orderly scheduling of overtime.

8. **Supplement to Overtime Rules**

Distribution of Overtime for Operating Engineers – G.O. and Operating Engineers W.S.C.

This will confirm our understanding that as an exception to the general rules for distributing overtime the following long-standing practices will be continued for the subject classifications until changed by a mutual agreement.

1. Where the regular rotating schedule includes a regularly scheduled extra first off-day overtime shift, that overtime will continue to be distributed by the rotation provided by the schedule.
2. When an absence (vacation, sickness, etc.,) needs to be covered by overtime, that overtime will continue to be covered by holding over for four hours an employee from the previous shift, and having an employee on the following shift report four hours early.
3. Except in an emergency, code provisions will be followed in assignment of properly licensed personnel on the day shift. This may require bypass of an apprentice low on the overtime list.

FOR THE UNION:

FOR THE COMPANY:

