

ARTICLE 21 - WORK SCHEDULES

(a) The Company will publish and post work schedules for selection, a minimum of three (3) times per calendar year. The Company and the TWU may mutually agree to fewer than (3) bids per calendar year.

(1) The duration of a work schedule will not exceed five (5) months except by mutual agreement between the Company and the Local Union.

(2) The frequency of work schedules may be increased subject to the requirements of the service or decreased by mutual agreement between the Company and the Local Union.

(3) All information and shifts relating to work schedules, work areas and days off selection will be posted at least seventy-two (72) hours prior to the commencement of the selection process unless currently or otherwise agreed to between the Company and the Local Union.

(4) Seniority will determine work schedule selection.

(b) Vacancies in Cargo and Ramp Services will be filled at the Company's option by first offering lateral reassignment between work units. This reassignment will be honored before transfer requests from other locations are considered and before new employees are hired. An employee who desires a lateral assignment must file a request with the appropriate administrative office.

(c) Work schedule selections between Cargo and Ramp Services will be combined once per calendar year at stations where combination (crossover) bids are currently administered or where these combination (crossover) bids are mutually agreed upon between the Company and the Local Union.

~~(1)~~—As a result of a crossover bid the maximum amount of employees that may crossover between departments will be limited to ten percent (10%) of the smaller workforce or three (3) employees, whichever is greater.

(d) Except as provided in this Agreement, when an employee works more than eight (8) hours in any twenty-four (24) hour period as a result of a change of shifts, the employee will receive only straight-time for the second eight (8) hours or portion thereof worked during this twenty-four (24) hour period.

(e) An employee who is required to report for a regular tour of duty less than seven and one-half (7-1/2) hours after the completion of the previous regularly scheduled tour of duty, including overtime, will be paid at the applicable overtime rate for all time worked during the second regular work period. Employees will not receive short turn pay as a result of a shift bid. For short turn purposes, vacation relief will not be considered a shift bid.

(f) Except in extreme emergencies, an employee will be given at least seven (7) days' notice of all shift changes. If the employee is not given seven (7) days notice, the affected employee will be compensated at one and one-half times (1.5X) his regular hourly rate for the first day on the new shift.

(g) Subject to local operating conditions and the qualifications of employees affected, Union representatives will, upon request, be assigned to fixed shifts. Arrangements will be worked out at each station by the designated Union local representative and the local manager.

~~(h) For Ground Service only, subject to the requirements of the service, shifts may be rotated, fixed or bid in accordance with the preference of a majority of the employees at a particular station, shop, or work unit. When fixed or bid shifts are selected, seniority will determine shift work.~~

In the interest of simplifying and streamlining the bid selection process, the parties agree to discuss and explore an automated or online bidding process. The use of such a system will be fully discussed with the Union prior to implementation.