

Tentative Agreement

Article 10 – Temporary Employees

A. In order to meet operational requirements, the Company may periodically hire temporary employees to perform a single task or meet a seasonal/peak requirement. The employment of a temporary employee shall not, except by mutual agreement of the Company and the Union, exceed one hundred eighty (180) days at one continuous time, or a total of one hundred eighty (180) days in a calendar year. Temporary employees who complete one hundred eighty (180) consecutive days must have a separation of at least thirty (30) days before they can fill another temporary position. In the event temporary employment exceeds one hundred eighty (180) days, it does not constitute an offer of regular full-time employment. **Temporary employees shall be subject to the provisions of Article 33, Union Security and Maintenance of Membership, of this Agreement.**

B. Temporary employees are:

1. paid the beginning hourly/salary rate for the position which they were hired to fill unless the Company determines a higher hourly/salary rate is appropriate; provided, however, that such hourly/salary rate shall not be greater than that of any other employee in the same classification currently employed at that location;
2. entitled to overtime after all voluntary overtime has been exhausted by employees on the seniority roster at the location;
3. not entitled to any seniority accrual; and
4. not entitled to benefits unless the Company determines benefits are required to be provided to comply with applicable law.

C. Before hiring temporary employees, the Company and the Union will meet to discuss the anticipated number of employees, duration and job(s) to be filled within the duty assignment and identify work areas.

D. If the Company utilizes temporary employees in any work area, no permanent employees will be displaced from the work area.