

ARTICLE 3 – HOURS OF WORK

(a) The workday will consist of a twenty-four (24) hour period beginning at 12 o'clock midnight, and a regular day's work will consist of eight (8) hours (also referred to as 5/8's) or ten (10) hours (also referred to as 4/10's), if applicable, exclusive of meal periods.

(b) Where the Company maintains a seven (7) day operation, individual work units may be scheduled in whole or in part on schedules of four (4) days of ten (10) hours each, when mutually agreed between the Company and the Union. This agreement must be approved by the Director of the Air Transport Division and the Vice President overseeing the work unit. When a 4/10's schedule is adopted, it will be subject to the provisions outlined below.

(1) It is understood there are few locations where a 4/10's schedule will meet the needs of the service, and that this alternative schedule will be approved only when it involves no anticipated increased expense for the Company and no anticipated loss of productivity or any other recognizable degradation of performance.

(2) It is understood and agreed that either party will have the right to cancel a 4/10's schedule with thirty (30) calendar days of written notice to the other party.

(c) The workweek and pay week will consist of seven (7) consecutive days beginning at 12:01 a.m. Saturday. The regular weekly work schedule will consist of five (5) workdays of eight (8) hours each or four (4) workdays of ten (10) hours each, if applicable, within the workweek.

(d) Each employee will be scheduled for two (2) days off during each workweek. The Company will make every reasonable effort to arrange work schedules so that, whenever practicable, those days will be Saturday and Sunday. When an employee's days off are other than Saturday and Sunday, they will be two (2) consecutive days. Nothing will prohibit the Company from scheduling Friday and Saturday as the two (2) consecutive days off.

(e) If the schedule is four (4) days of ten (10) hours each, the three (3) days off will be consecutive and in accordance with the intent of Article 3(d). Nothing will prohibit the Company from scheduling Thursday, Friday, and Saturday as the three (3) consecutive days off. Nothing will prohibit the Company from scheduling Friday, Saturday, and Sunday as the three (3) consecutive days off.

(f) At stations or shops where employees are required to maintain continuous operation of departments or assignments, days off may either be fixed or rotated in accordance with the preference of a majority of the employees involved, consistent with the requirements of the service. When fixed days off are selected, seniority will determine days off.

(g) All time worked in any continuous tour of duty, including overtime, will be considered as work performed on the workday within which the tour of duty is started.

(h) Hours for part time employees will be governed by Article 43.

(i) The following rules will apply to ~~the Tulsa, AFW, and MCI~~ Maintenance Base employees, excluding ~~DWH and~~ Line Maintenance at Tulsa, and apply only with reference to the assignment of employees to work schedules that include Saturday and/or Sunday. In the event that operational needs would require the Company to exceed the one-seventh rule, the parties commit to collaborate on a plan that will meet the operational needs.

(1) ~~Crew Chiefs and Inspectors~~ Higher Capacity Positions will not be included in these rules since they bid for jobs on a seniority basis.

(2) Employees scheduled on shifts that start during the last hour of Sunday (continuing into Monday) are not to be counted as Sunday workers in the application of these rules. Employees

scheduled on shifts that start during the last hour of Friday (continuing into Saturday) are to be counted as Saturday workers for the purpose of the application of these rules only. Additionally, third shift (midnight shift) workers with Friday and Saturday off will not be counted as Sunday workers in the application of these rules, as they already have preferred days off.

~~(3) An employee may bid by seniority within his work unit for a five-day work schedule that includes both Saturday and Sunday or one that includes a Saturday or a Sunday.~~

~~(4) If insufficient number of employees bid, the Company may assign employees to such a work schedule on the basis of inverse seniority within a work unit.~~

(53) The Company will not establish five-day work schedules that include Saturday and Sunday work for employees totaling more than one-seventh of the employees subject to these rules.

(64) The Company will not establish five-day work schedules that include a Saturday for more than one-seventh of the employees subject to these rules and will not establish five-day work schedules that include a Sunday for more than one-seventh of this same total number.

(75) Employees who work a schedule that includes just Saturday (one-seventh) or Sunday (one-seventh) will rotate so as to share being off on a Saturday or a Sunday during the week, unless fixed days off have been established pursuant to Article 3(f) of this Agreement.

(86) The Company will continue to make every reasonable effort to arrange work schedules so that, whenever practicable, days off will be Saturday and Sunday.

(97) Upon request of the Local Union President, the Company will provide the Union with a listing of the total number of employees at the base, excluding Line Service, showing those among this group who are regularly scheduled to work both Saturday and Sunday or just Saturday or Sunday.

(j) The attachment on the following page is agreed to by the parties and is incorporated as part of the Agreement.

ATTACHMENT 3.1 – Implementation of 4/10's Work Schedules at TULE

From: James B. Weel
To: James C. Little
Re: Implementation of 4/10's Work Schedules at TULE

March 31, 2003

This will confirm our understanding reached during the negotiations leading up to the agreement signed on April 15, 2003.

During these negotiations, we discussed the Company's interest to implement a 4/10's work schedule at the Tulsa Maintenance Overhaul Base (TULE). The parties agreed that the Tulsa Overhaul Base would have the right to implement a 4/10's schedule, as provided in Article 3. The purpose of the 4/10's schedules is to meet current and future weekend coverage needs on the aircraft overhaul docks.

The Company agreed to credit Title I for the savings projected for this implementation. In exchange for that credit, TWU Local 514 agreed to permit these 4/10's work schedules for the duration of this agreement, irrespective of conditions outlined in Article 3(b). The Union reserves its right to discuss implementation issues with the Company.

This understanding does not alter the contractual application of Article 3 in any area other than the aircraft overhaul docks. Other areas at TULE are free to pursue 4/10's work schedules in accordance with Article 3. In those areas, both parties retain their contractual right of unilateral cancellation.

(Signed original on file)