

ARTICLE 6 – OVERTIME

(a) Daily Overtime: Overtime rates will be paid on a daily basis as follows:

(1) One and one-half times (1.5X) the regular hourly rate for each hour or fraction thereof worked in excess of eight (8) **hours, thirty-one (31) minutes** and less than twelve (12) hours.

(2) Two times (2.0X) the regular hourly rate for each hour worked in excess of twelve (12) hours.

(3) An employee will not be required to suspend work during his regular shift to avoid the payment of overtime nor will he be entitled to overtime rates until he has worked eight (8) hours **and thirty-one (31) minutes** in the work day.

(4) When an employee works overtime, he will be compensated for actual time worked.

(b) Weekly Overtime: Time worked on an employee's regularly scheduled days off will be considered overtime and will be paid as follows:

(1) First **and second** day off at one and one half times (1.5X) the regular hourly rate of pay for the first eight (8) hours **and thirty-one (31) minutes** worked and two times (2.0X) the regular hourly rate thereafter. Two times (2.0X) the regular hourly rate for time worked on an employee's ~~second~~ **third** day off, provided he has worked his first **two** days off.

(2) When an employee works on his ~~second~~ **third** scheduled day off without having worked his first **two** scheduled days off, he will be compensated for the day as though it were the first **or second** scheduled day off in accordance with subparagraph (1) of this paragraph (b).

(3) When an employee is required to work on his scheduled day or days off, he will be entitled to at least eight (8) hours of work unless he **is proffered and** consents to less time.

(c) Shift differentials will be compounded in the calculation of overtime rates.

(d) Overtime work will be distributed among the employees eligible to perform the work necessitating overtime within the appropriate work unit as equitably as practicable.

(1) An employee, when available, who is lowest on overtime and does not work the overtime, will be charged with the overtime missed for equalization purposes, as though it had been worked.

(2) In the event of an emergency and when there are insufficient available employees, the Company may then assign employees who are lowest on overtime to perform the work.

(3) The supervisor's record of overtime worked, or charged to employees for equalization purposes, will be made available to the employees affected by posting or other appropriate methods.

(4) Except in emergencies, employees who are to work overtime will be given two (2) hours notice of the overtime.

(5) (N/A)

(e) (N/A)

(f) An employee whose overtime working period continues into the following day will continue to receive overtime rates for all overtime worked.

(g) If any work period continues so that its termination is less than seven and one-half (7.5) hours prior to the commencement of the employee's regular shift in the succeeding workday, he will receive pay for all time worked during his regular shift and up to twelve (12) hours at the rate of one and one-half times (1.5X) his regular hourly rate.

(h) No overtime will be worked except by direction of the proper supervisory personnel of the Company, except in cases of emergency and when prior authority cannot be obtained.

(i) Overtime compensation will be computed on the basis of the nearest six-minute unit of work.

(j) If overtime on any workday or any workweek is due to an authorized exchange of days off or shifts by employees, (which must be approved in advance by the appropriate supervisor), that time will be compensated for at straight-time rates; provided, however, any continuous work, in excess of eight (8) hours on any shift or tour of duty, will be paid for at the overtime rates provided in paragraphs (a) and (b) of this Article.

(k) In no event will any employee receive more than two times (2X) the regular hourly rate under this Agreement.

(l) (N/A)

(m) The existing Overtime Guidelines currently in use at TUL/AFW on March 1st, 2001 (or as revised) will be used unless the Union and the Company agree otherwise. A copy of the Guidelines will be distributed to each employee for his personal reference.

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

Attachment 6-1 - Overtime assignments

MEMORANDUM

Re: Overtime Assignments

During the negotiations, which led to the signing of the Agreements between the parties effective September 16, 1956, considerable discussion took place regarding administrative and procedural application of the rules governing overtime assignments under Articles 6(d) of said Agreements.

It is recognized that in selecting and assigning employees to overtime, strict equity cannot be maintained on a daily or individual assignment basis. Therefore, in the assignment of overtime, the Company will initially go to the employees relatively lowest on overtime, i.e., the lowest within a sixteen-hour spread. The Company may offer the overtime to employees actually on duty, on day off, or by recall, at its option.

The parties will make an effort to apply these procedures in the application of Articles 6(d). The parties further agree that upon the request of either party they shall review the overtime distribution practices about six (6) months from the date hereof. If changes are suggested or desired, the parties will discuss same and incorporate any changes as an amendment to this Memorandum, if by mutual agreement.

Dated: September 15, 1956

James F. Horst
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of America,
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