

ARTICLE 6 – OVERTIME

- (a) Daily Overtime: Overtime rates will be paid on a daily basis as follows:
- (1) ~~If an employee is on a 5/8's schedule, he will receive daily overtime in the amount of one and one half times (1.5X) his base hourly rate for each hour, or fraction thereof, actually worked in excess of eight (8) hours and less than twelve (12) hours.~~
 - (2) **Two times (2x) his base hourly rate for each hour worked in excess of twelve (12) hours.**

 - (23) If an employee is on a 4/10's schedule, he will receive daily overtime in the amount of ~~one and one half times (1.5X) his base hourly rate for each hour, or fraction thereof, actually worked in excess of ten (10) hours as provided below:-~~
 - (a) **One and one-half times (1.5x) his base hourly rate for each hour worked in excess of ten (10) hours.**
 - (b) **Two times (2x) his base hourly rate for each hour worked in excess of fourteen (14) hours.**

 - (34) 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) [ten (10), if on a 4/10's schedule] hours in the workday, including time worked after his regular shift.

 - (5) **When an employee works overtime in conjunction with his regular shift, he will be entitled to a minimum of one (1) hour of overtime.**
- (b) Weekly Overtime: Time worked on an employee's regularly scheduled days off will be considered overtime and will be paid in the **as follows:** ~~amount of one and one half times (1.5X) his base hourly rate for each hour, or fraction thereof, actually worked.~~
- (1) **One and one-half times (1.5x) his base hourly rate for the first eight (8) hours worked on an employee's first scheduled day off and two times (2x) his base hourly rate thereafter.**
 - (2) **Two times (2x) his base hourly rate for time worked on an employee's second scheduled day off, provided he has worked his first scheduled day off.**

- (3) When an employee works on his second scheduled day off, without having worked his first scheduled day off, he will be compensated for that day as though it was the first scheduled day off, in accordance with Article 6 (b) (1).**
- (4) If an employee is on a 4/10 schedule, he will receive weekly overtime as provided below:**

 - (a) One and one-half times (1.5x) his base hourly rate for the first ten (10) hours worked on an employee's first scheduled day off and two times (2x) his base hourly rate thereafter.**
 - (b) Two times (2x) his base hourly rate for time worked on an employee's second and /or third scheduled day off, provided he has previously worked one (1) scheduled day off at the rate of one and one-half times (1.5x) his base hourly rate.**
- (5) 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 [ten (10) hours, if applicable] unless he consents to less time.**
- (c) Overtime work will be distributed among the employees qualified to perform the work necessitating overtime within the crew or appropriate work unit as equitably as practicable.**

 - (1) An employee, when available, who is lowest on overtime hours 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 per locally established and agreed upon guidelines. In the absence of guidelines, the Company may assign the employee(s) who are lowest on overtime hours to perform that 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. All time paid for an overtime bypass and not worked will be charged as worked for overtime equalization purposes.**
 - (4) Except in emergencies, employees who are to work overtime will be given two (2) hours' notice of the overtime.**

- (5) Overtime will be offered within appropriate classifications and/or overtime work units prior to offering the overtime work to other classifications and/or overtime work units. If a shift is scheduled to be cross utilized in more than one (1) classification and/or overtime work unit, overtime coverage, if utilized to cover that shift vacancy, should first be offered to the classification where the majority of the work falls. Employees working the overtime accept the responsibility of the entire shift, including the cross utilization assignment.
- (d) An employee working overtime will not be required to work more than two (2) hours continuously after the regular work period without being permitted an unpaid meal period.
- (e) An employee whose overtime working period continues into the following day will continue to receive overtime rates for all overtime worked.
- (f) If any work period will continue so that its termination will be less than seven and one half (7-1/2) 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 at the rate of one and one half times (1.5X) his base hourly rate.
- (g) 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.
- (h) Overtime compensation will be computed on the basis of the nearest six-minute unit of work.
- (i) 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, exclusive of meal periods, in excess of eight (8) [ten (10), if on a 4/10's schedule] hours on any shift or tour of duty, will be paid for at the overtime rates provided in Article 6(a).
- (j) In no event, will any employee receive more than one and one half times (1.5X) his base hourly rate under this Agreement.
- (k) The parties recognize the obligations of both employees and the Company under Federal Aviation Regulation (FAR) 121.377, which requires that all maintenance personnel performing maintenance must have at least four (4), twenty-four (24) hour periods off per calendar month. The FAA requires the Company to report duty time violations and has indicated that they will pursue violations with both the employee and the Company.
- (1) The Company shares the responsibility to monitor duty time limits, and the employee shares the responsibility to notify local management of possible

121.377 violations upon the proffer of day off overtime. The employee will not be charged for overtime if such proffer would put him in violation of FAR 121.377.

(2) If, at the direction of the Company, the employee is forced to work at a time during the calendar month that would result in a violation of this FAR, the employee will be granted the required time off and considered to be on an authorized absence with pay (AA).

(3) If an employee has not had the required time off during the calendar month and is in jeopardy of violating this FAR, he may not be eligible for day off work and may be required to take additional time off. This time off may be an authorized absence (TL) without pay or vacation time (VC, PV, or FV) at the employee's option.

(4) No employee will be required to utilize his vacation time to comply with this FAR without his consent.

(5) The Company will assist an employee in monitoring his time off by posting the ATA 231 Duty Time Limitation Report during the third and fourth week of each calendar month. An employee may examine this report so as to better monitor his own personal time off.

(l) Random drug and alcohol testing of ground personnel will take place during the employee's regularly scheduled shift. In the event that a random test extends beyond the employee's regularly scheduled shift, the employee will be compensated at his base hourly rate. To the extent possible, the Company will avoid scheduling the test towards the end of the employee's shift.

(m) At those stations where there is no existing local guideline governing the assignment of overtime, a guideline will be established and mutually agreed upon by the Company and the Union.

(n) Overtime and the extension of scheduled hours for part time employees will be governed by the provisions of Article 43.

**May 10, 2011
Mr. Robert F. Gless
AA System Coordinator
Assistant ATD Director
International Vice President
Transport Worker Union of America, AFL-CIO
1791 Hurstview Dr.
Hurst, TX 76054**

Re: Local Overtime Guidelines

**Dear Robert,
During the course of the current round of bargaining, the Company has agreed to certain provisions proposed by the TWU in Article 6 regarding overtime rates of pay. This agreement is made with the understanding that all local overtime guidelines are considered null and void ninety (90) days following date of ratification pending new guidelines to be established locally in compliance with the spirit and intent of Article 6 (c).
(Signed original on file)**

**James B. Weel
Managing Director
Employee Relations**