

Tentative Agreement

ARTICLE 6- Overtime – Customer Service

- A. The Company shall determine the number of overtime hours to be worked. Overtime hours are defined as additional hours worked at the Company's request over and above an employee's scheduled hours, and does not refer to rate of pay.
- B. Where the Company determines that overtime is required, such overtime will be offered on a voluntary basis to qualified and eligible employees on an equalized basis, with the employee with the lowest equalization being offered overtime first; provided that in the event two (2) or more employees have the same equalizations, the overtime shall be offered in seniority order. The equalization number will be reset to zero for all employees each calendar quarter. The quarterly resets will occur prior to offering overtime for January 1, April 1, July 1, and October 1 of each year.
- C. Employees are considered qualified for overtime when they are trained and possess current knowledge that enables the employee to perform all job functions of the overtime assignment and the necessary clearances (e.g., security).
- D. Employees are considered eligible for overtime except when:
1. not available to work the entire overtime period. A one-half (0.5) hour overlap of the scheduled or swapped on shift and the overtime period may be permitted based on needs of service. The one-half (0.5) hour overlap will be paid as part of the scheduled or swapped on shift, and will not be considered part of the overtime shift; or
 2. scheduled off for an entire shift for vacation, voluntary time off (VTO), training, authorized Company business, authorized Union business, jury duty, sick leave (paid or unpaid) for an entire shift, any type of leave of absence (paid or unpaid), disciplinary suspension, bereavement leave, occupational injury leave (paid or unpaid) or mandatory reservist training with orders. In these instances, employees will be ineligible for the entire day except that they may volunteer to work prior to mandatory assignment of overtime; or
 3. on an awarded vacation week; an employee's vacation shall be considered to commence at the conclusion of their last shift (scheduled or extended by mandatory overtime) prior to their first day of vacation and shall end at the start of their first regularly scheduled shift following the conclusion of their vacation, although an employee may sign-up on the availability list for overtime during the period following their last regularly scheduled shift up to the start of their first vacation day and for the period following the conclusion of their last vacation day up to the start of their regularly scheduled shift following the conclusion of their vacation. Employees on vacation, including those who sign up for such periods, will not be subject to any mandatory overtime assignments.
- E. Employees shall be equalized based on the actual overtime hours worked and, if signed up on the overtime lists, for actual overtime hours offered and refused and for those overtime hours for which the signed-up employee could not be contacted. Overtime lists will be established, combining full-time and part-time employees, for each duty assignment and classification. Only those employees signed up on the overtime lists will be contacted. The Company will maintain two (2) voluntary overtime lists: one (1) list for those employees volunteering to work less than four (4) hours of anticipated overtime, which shall be referred to as the "shift

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extension overtime list;" and one (1) list for those employees volunteering to work four (4) hours or more of voluntary overtime, which shall be referred to as the "overtime list."

- F. The Company will offer, subject to the equalization procedures in Paragraph B above, shift extension overtime to those employees on the shift extension overtime list, unless otherwise specified below, whose shift ends closest to but within one (1) hour of the start time of the shift extension overtime period or those employees whose start time is closest to but within one (1) hour of the end of the shift extension overtime period, in the following order:
1. Employees within the location, duty assignment and classification.
 2. Employees within the location and classification, but outside the duty assignment.
 3. Employees within the location, duty assignment and group, but outside the classification.
 4. Employees within the location and group, but outside the classification and duty assignment.
 5. Employees within the location and Passenger Service, but outside the group.
 6. Volunteers not on the shift extension overtime list at the same location and within Passenger Service.
 7. Mandatory assignment as described in Paragraph U of this Article.
- G. The Company will offer, subject to the equalization procedures in Paragraph B above, all other voluntary overtime to employees on the overtime list, unless otherwise specified below, in the following order:
1. Employees within the location, duty assignment and classification.
 2. Employees within the location, duty assignment and group, but outside the classification.
 3. Employees within the location and group, but outside the duty assignment.
 4. Volunteers not on the overtime list within the group from other locations at the Company's discretion related to the availability of overtime within the Premium Services group.
 5. Employees within the location and Passenger Service, but outside the group.
 6. Volunteers within the location and Passenger Service not on the overtime list, or at the Company's discretion, volunteers from other locations within Passenger Service.
 7. Mandatory assignment as described in Paragraph U of this Article.
- H. Employees will be contacted at the phone number on the overtime list(s). It is the employee's responsibility to ensure that the overtime list(s) have the correct phone number for contact. In the event of "no answers" or "voicemail answers" for employees off-duty, the Company will continue the overtime calling process but will leave a voicemail. Should an off-duty employee return the overtime call, they will be permitted to accept any remaining available overtime. In the event of "no answers" or "voicemail answers" for employees on duty, the Company will contact the employee at work. Employees may also accept overtime by indicating an auto-accept on the overtime list. The auto-accept option will only be

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available for overtime offered for future dates (i.e., auto-accept will not be available if the overtime is for the same day). It shall be the responsibility of an employee who has auto-accepted to check by a method designated by the Company to determine if overtime has been assigned.

- I. Open-time employees, on scheduled workdays, are considered for overtime within the classification and duty assignment in which they are working. An open-time employee on a scheduled day off will be considered available for overtime offered within the duty assignment and classification the employee last worked on a regularly scheduled work shift except that shift trades are not considered.
- J. Employees entering a new duty assignment will be assigned the average overtime hours in the new duty assignment for the purpose of equalization. Upon their return to work, employees absent for more than fourteen (14) consecutive days, with the exception of employees on vacation, will be assigned the average of the overtime equalization list or their previous overtime hours, whichever is greater.
- K. When operational conditions change which would no longer necessitate the overtime that has been awarded to an employee, such overtime may be canceled, provided a minimum of four (4) hours' notice is given. If less than four (4) hours' notice is provided, the employee awarded the original overtime shift will be offered a minimum of four (4) hours work at the applicable rate, except that shift extension overtime assignments which follow an employee's completed shift may be canceled at any time.
- L. Employees who accept overtime will have sixty (60) minutes in which to relinquish the award. Following the sixty (60) minute period, employees will be responsible to work the overtime shift, may not trade this obligation with another employee and are not entitled to compensation for the overtime shift if they do not work it.
- M. Overtime equalization lists will be maintained by duty assignment and employees' names shall be listed in Passenger Service seniority order. Equalization lists will be made available to the Union upon request.
- N. ~~An employee bypassed for overtime in violation of these overtime procedures will be eligible to work a like period of time on a scheduled shift at a time selected by the employee. Such employee will notify the Company of the shift to be worked as far in advance as practical but no later than the day prior to the shift they have selected work. The shift will be the same rate of pay, in the same duty assignment as bypassed; contain the same number of hours as those bypassed and must be worked within fourteen (14) calendar days of the determination that the bypass occurred. Only the employee who should have been offered the overtime as provided for in this Article will be entitled to this remedy. If an employee(s) is bypassed for overtime, they will be paid the equal number of hours bypassed at the applicable rate. The bypass payment will be limited to only the employee(s) who should have been offered the overtime, based solely on the information on the overtime call sheets which are used at the time of the overtime distribution. The employee(s) will be charged the appropriate hours for equalization purposes. An employee who was not signed up for overtime, cannot be considered bypassed.~~

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O. Employees will not work overtime where it would result in more than sixteen (16) hours in any workday, excluding unpaid meal periods. Employees who have worked sixteen (16) hours may only:

1. volunteer for additional overtime before others are mandatorily assigned, except that no employee shall work more than twenty (20) consecutive hours; or
2. in the event of an emergency, be assigned additional overtime when no other employees are available.

P. Workdays are defined as regularly scheduled or "shift swap worked" days.

1. **Except as provided for in Paragraph U below,** ~~t~~There will be a minimum daily eight (8) hour overtime qualifier which must be satisfied prior to being eligible for overtime rates.
2. The daily qualifier for determining overtime eligibility will include all regularly scheduled hours worked, plus any shift swap hours worked, up to a combined maximum of eight (8) hours.
3. **Except as provided for in Paragraph U below,** ~~a~~After the daily overtime qualifier has been met, overtime will be paid at one and one-half (1.5) times the regular rate for the first four (4) hours worked and two (2) times the employee's regular rate for all hours worked thereafter.
4. With respect to flexible scheduling, employees are paid straight-time rates for regularly scheduled hours worked and shift swapped hours worked, regardless of the length of the shift.

Q. Days off are defined as regularly scheduled or "shift swap off" days.

1. **Except as provided for in Paragraph U below,** ~~t~~There will be a weekly forty (40) hour overtime qualifier which must be satisfied prior to being eligible for overtime rates on any day off.
2. The weekly qualifier for determining overtime eligibility will include all:
 - a. regularly scheduled hours worked;
 - b. additional hours offered by the Company worked at straight time rates;
 - c. shift swap hours worked not to exceed the total shift swap off plus VTO hours;
 - d. short term Union leave time; and
 - e. paid bid vacation hours, including Day at a Time (DAT) vacation.
3. After the weekly overtime qualifier has been met, overtime will be paid at one and one-half (1.5) times the regular rate for the first eight (8) hours overtime worked and two (2) times the regular rate for all overtime hours worked thereafter, except as provided for in Paragraphs Q.4 **and U** below.
4. Employees who shift trade to be off and who work overtime on that day off shall be paid a maximum rate of time and one-half (1.5) the regular rate for the first eight (8) hours of overtime worked and two (2) times the regular rate for additional hours worked that day, **except as provided for in Paragraph U below.**

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R. Employees who shift trade into duty assignments different from their scheduled duty assignments will be considered for overtime based upon their originally scheduled duty assignment, **except as provided for in Paragraph U below.**

S. All overtime shall be computed to the nearest minute.

Break and meal periods for overtime shifts will be provided as follows; provided, however, that to the extent applicable law requires that employees covered by this Agreement be provided with different break and meal periods than are set forth in this Agreement and such law cannot be waived by the parties, an employee shall be entitled to the more generous break and meal period schedule provided by applicable law or this Agreement:

Total Overtime Hours	Paid Breaks/Unpaid Meal Periods
2.5 3.0 – 4.0 hours	One 15 minute paid break.
4.1 – 5.0 hours	One 15 minute paid break or one 30 minute unpaid meal period.
5.1 – 6.5 hours	Two 15 minute paid breaks or one 30 minute unpaid meal period.
6.6 – 10.5 hours	Two 15 minute paid breaks and one 30 minute unpaid meal period.
10.6 – 12.9 hours	Three 15 minute paid breaks and one 30 minute unpaid meal period.
13.0 – 15.9 hours	Four 15 minute paid breaks and one 30 minute unpaid meal period.
16.0 hours	Four 15 minute paid breaks and two 30 minute unpaid meal periods.

Breaks may not be scheduled consecutively with meal periods less than one (1) hour of start time or end time of shift.

U. Mandatory Assignment of Overtime

1. Mandatory overtime may occasionally become necessary as a result of irregular operations or unusual events. Mandatory overtime will only be used when the Company determines it is essential to meet the minimum needs of service and all voluntary options have been exhausted.
2. Employees will be given as much notice as possible and, at a minimum, one (1) hour notice prior to the beginning of a mandatory overtime assignment. Notice will be given electronically or in writing and will contain the reason for the overtime and the approximate duration of the overtime. **The Company will also notify the Union**

when employees are being held on mandatory overtime. Notice will include the approximate duration of such mandatory overtime and the reason for the mandatory overtime. No later than twenty-four (24) hours from the end of the mandatory overtime assignment, a list of the names of the employees assigned will also be provided.

3. Following exhaustion of all voluntary overtime options as set forth in this Article, the Company shall assign mandatory overtime as follows:
 - a. When the mandatory overtime period is required for the current day, it will be assigned in inverse seniority order in the following order:
 - (i) Employees working part-time shifts within the duty assignment whose shifts end within one (1) hour of the required coverage period.
 - (ii) Qualified employees working part-time shifts in the location and classification but outside the duty assignment, whose shifts end within one (1) hour of the required coverage period.
 - (iii) Employees working full-time shifts within the group and duty assignment whose shifts end within one (1) hour of the required coverage period.
 - (iv) Qualified employees working full-time shifts within the group but outside the duty assignment, whose shifts end within one (1) hour of the required coverage period.
 - (v) If no employees fall within these parameters, mandatory assignment will be in the order provided for in Paragraph U.3.c. of this Article.
 - (vi) At airport locations with multiple terminals, the Company will make reasonable efforts to assign mandatory overtime pursuant to Paragraph U.3.a.(i) through U.3.a.(iv); provided, however, that based on the needs of the operation, the Company may apply the provisions in Paragraph U.3.a.(i) through U.3.a.(iv) on a single terminal basis.
 - b. Overtime assigned under Paragraph U.3.a. will be continuous with the employee's shift.
 - c. When mandatory overtime is required for the next calendar day, it will be assigned in inverse seniority order in the following order:
 - (i) Part-time employees within the duty assignment.
 - (ii) Qualified part-time employees in the location and group but outside the duty assignment.
 - (iii) Full-time employees within the group and duty assignment.
 - (iv) Qualified full-time employees in the location and group but outside the duty assignment.
4. The Company shall maintain for each shift(s) a list, in inverse seniority order, of qualified employees subject to the assignment of mandatory overtime. An employee assigned and who works a day of mandatory overtime shall have their name moved to the bottom of the next day's list for use in consecutive days of

mandatory overtime. Each subsequent day of mandatory overtime shall be assigned beginning with the employee at the top of the list for such day. The particular list shall be reset when there is a break in days in the assignment of mandatory overtime.

5. An employee who has been assigned mandatory overtime will be afforded a period of not less than nine (9) eight (8) hours rest from the completion of the mandatory overtime until the start of the employee's next scheduled shift. In the event that this rest period extends into the employee's next scheduled shift, the employee may elect to have the scheduled start time of their next shift adjusted to provide for an off-duty period of a minimum of nine (9) eight (8) hours.

a. In circumstances where the reduced rest period is solely a result of a mandatory overtime requirement, the employee will be paid straight time rates for all hours lost due to such adjustment (e.g., an employee scheduled to work 0600 to 1430 whose start time is adjusted to 0800 will only be required to work to 1430, and will be paid at straight time hours for the two (2) hours lost due to the adjustment).

b. In circumstances where employee shift swaps or acceptance of voluntary overtime contribute to the reduced rest period, employees electing to adjust the start time of their next shift may either end their shift at their regularly scheduled end time and be paid for hours worked or adjust the end time of their next scheduled shift to provide for a full shift.

6. An employee who has worked sixteen (16) hours or a minimum of four (4) hours overtime during a workday will not be assigned mandatory overtime except when no other employees are available.

7. Employees will be released from mandatory overtime in the following order:

a. Full-time employees, in seniority order;

b. Part-time employees, in seniority order.

~~7. A rotation method for the assignment of mandatory overtime may be established locally when mandatory overtime coverage is known in advance for specified periods of time. The rotation method used will only be implemented when mutually agreed to by the Company and the Union.~~

8. ~~All~~ Mandatory overtime hours will be paid at the greater of an employee's applicable rate of pay or one and one-half (1.5) times the employee's applicable rate of pay. If an employee is required to work mandatory overtime on two or more consecutive days, the second and subsequent days will be paid at the greater of the employee's applicable rate of pay or two (2) times the applicable rate of pay. If any provision in the Article would result in a higher rate of pay, the higher rate will apply.

V. ~~Employees will be offered a minimum of four (4) hours work at the applicable rate if:~~

1. The overtime is not continuous with their regular shift and is separated by more than one (1) hour.

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2. The employee is called in to work on their day off.

- W. An employee working overtime in a lower rated classification within their group will be paid the applicable rate for their own classification. An employee working overtime in a higher rated classification within their group will be paid the applicable rate for the higher rated classification. An employee working overtime in a different group will be paid the applicable rate for their own classification and group.
- X. Employees awarded overtime in a group will not be required to work such overtime in a different group.

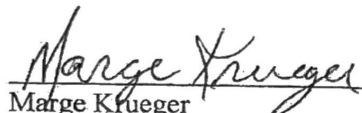
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For the Company:

For the Union:



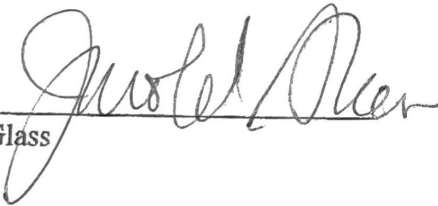
Lynn Vaughn
Managing Director of Labor



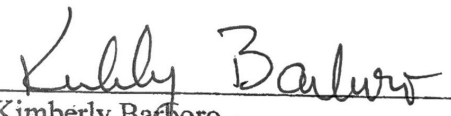
Marge Krueger
Co-Chair, CWA-IBT Association

12/18/23
Date

12/18/23
Date



Jerry Glass



Kimberly Barboro
Co-Chair, CWA-IBT Association

12/19/23
Date

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