

## Tentative Agreement

### Article 7 – Overtime - Reservations

- A. The Company shall determine the number of overtime hours to be worked in at any location and/or duty assignment. Overtime hours are defined as additional hours worked at the Company's request over and above an employee's scheduled hours.
- B. Where the Company determines that overtime is required, such overtime will be posted in all locations. It will be offered on a voluntary basis to eligible and qualified employees in seniority order as follows:
1. employees within the group and duty assignment;
  2. employees within the group, but outside the duty assignment; **and**
  3. at the Company's discretion, other qualified Passenger Service employees; and
  4. mandatory assignment of overtime as described in Paragraph L M of this Article; provided, voluntary overtime is posted for at least one (1) hour prior to any assignment of mandatory overtime.
- ~~C. An employee who volunteers to work a minimum of five (5) hours of overtime on a regularly scheduled day off prior to the Company contacting the employee to assign mandatory overtime shall not be mandatorily assigned overtime, pursuant to the mandatory assignment provisions in Paragraph M below, beyond the hours for which the employee volunteered on such day.~~
- C. Employees are considered eligible for overtime except when:
1. scheduled off for a partial shift for voluntary time off (VTO), or an entire shift for vacation, ~~(VTO)~~, 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
  2. on an awarded vacation week; an employee's vacation shall be considered to commence at the conclusion of their last regularly scheduled shift prior to their 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 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.
- D. When operational conditions change which would no longer necessitate the overtime that has been offered to an employee, such overtime may be canceled, provided a minimum of

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three (3) four (4) hours notice is given. If less than three (3) four (4) hours notice is provided, employees will be permitted to work the original overtime hours up to a maximum of three (3) four (4) hours at the applicable rate. Employees may cancel a voluntary overtime shift up to one (1) hour prior to the commencement of that shift, subject to any local policy that may allow for a cancellation less than one (1) hour prior to the commencement of a voluntary overtime shift.

- E. ~~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 to work. The shift will be at 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 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. An employee who was not signed-up for overtime cannot be considered bypassed.

- F. Employees will not work overtime where it would result in more than sixteen (16) hours in any work-day, 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;
2. volunteer in the event of an emergency.

- G. Work-days are defined as regularly scheduled or "shift swap worked" days.

1. Except as provided for in Paragraph L 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 L 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 regular rate for all hours worked thereafter.



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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.

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

1. Except as provided for in Paragraph L below, 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 any VTO hours;
  - d. short term Union leave hours; and
  - e. paid bid vacation hours, including DAT.
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 H.4 and L** below.
4. Employees who shift trade to be off and who work overtime on the day off shall be paid a maximum rate of time and one-half (1.5) 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 L below.

I. 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 L below.

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

K. 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:

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Total Overtime Hours	Paid Breaks/Unpaid Meal Periods
<del>2.5 3.0-</del> 4.0 hours	One 15 minute paid break; provided, however, that an employee who is scheduled for ten (10) consecutive hours in conjunction with their overtime hours shall be eligible to take their 15 minute paid break when scheduled for two (2) to four (4) hours of overtime.
4.1 – 5.0 hours	One 15 minute paid break and, at the employee's election, one 30 minute unpaid meal period.
5.1 – 7.9 hours	Two 15 minute paid breaks and, at the employee's election, one 30 minute unpaid meal period.
8.0 – 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, and at the employee's election, an additional 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.

### L. 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. **The Company will make a reasonable effort to notify the Union prior to the assignment of mandatory overtime.**
2. Employees will be given a minimum of one (1) hour notice prior to the beginning of a mandatory overtime assignment. Notices will be given electronically ~~or in writing~~ and will contain the reason for the overtime and the approximate duration of the 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.**



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3. Following exhaustion of all voluntary overtime options as set forth in this Article, the Company shall assign mandatory overtime as follows:
- a. When mandatory overtime is required ~~for the current day~~, it will be assigned to employees who are on duty that day in the following order:
    - (i) All part-time employees within the duty assignment for no more than eight (8) hours;
    - (ii) All qualified part-time employees in the group but outside the duty assignment for no more than eight (8) hours;
    - (iii) All employees within the duty assignment for no more than twelve (12) hours; and
    - (iv) All qualified employees within the group but outside the duty assignment for no more than twelve (12) hours.
    - (v) If all employees in one of the above categories are not needed, it will be assigned to employees, in that category, in inverse seniority order.
    - (vi) If an insufficient number of employees fall within the above parameters in this Paragraph L.M.3.a.i-v, the Company may will assign mandatory overtime to off-duty any on-duty employees not to exceed a total of twelve (12) hours in a day in the order provided for in Paragraph M.3.c of this Article. Prior to assigning such, the Company shall wait one (1) hour from the time of assignment of mandatory overtime.
  - b. Overtime assigned under Paragraph L.M.3 of this Article will be continuous with the employee's shift, unless mutually agreed otherwise between the Company and the employee.
  - c. ~~When mandatory overtime is required for future day(s), limited to current day plus two (2) immediately subsequent days, it will be assigned in inverse seniority order in the following order:~~
    - ~~(i) Part time employees within the duty assignment for no more than twelve (12) hours;~~
    - ~~(ii) Qualified part time employees in the classification but outside the duty assignment for no more than twelve (12) hours;~~
    - ~~(iii) Full time employees within the duty assignment for no more than twelve (12) hours; and~~
    - ~~(iv) Qualified full time employees in the classification but outside the duty assignment for no more than twelve (12) hours.~~

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- c. For the purposes of this Paragraph LM.3, hours include all hours worked on the applicable day.
4. ~~When mandatory overtime is required for both a current and future day, mandatory overtime for the current day will be assigned as set forth above in Paragraph M.3.a and mandatory overtime for the future day(s) will be assigned as set forth above in Paragraph M.3.c.~~
4. An employee shall not be subject to assignment of mandatory overtime on **at least two (2) of his** their days-off ~~in a fourteen (14) day period.~~
5. An employee who has worked twelve (12) hours during a work-day will not be assigned mandatory overtime; provided, however, that in the event of extreme operational irregularity, the Company may assign mandatory overtime for up to fourteen (14) hours per day for both full-time and part-time employees. The Company will notify the Union prior to assigning overtime in excess of twelve (12) hours per day.
6. An employee who volunteers for overtime on a day-off shall not be subject to the assignment of mandatory overtime on such day.
7. 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. The mandatory overtime list for Reservations employees shall be a global list inclusive of the names of all affected Reservations employees.
8. An employee who has been assigned mandatory overtime will be afforded a period of not less than **nine (9) eight (8)** hours rest, **except HBR employees who shall be afforded a rest period no less than eight (8) hours**, 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, or eight (8) hours for a HBR employee.**
- 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



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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.

- 9. Employees will be released from mandatory overtime in seniority ~~the following~~ order.†

~~a. Full-time employees, in seniority order;~~

~~b. Part-time employees, in seniority order.~~

- 10. All mandatory overtime hours will be paid at one and one-half (1.5) times an employee's applicable rate of pay. If an employee is required to work mandatory overtime on two (2) or more consecutive days, the second and subsequent days will be paid at 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.

- M. At the Company's discretion, it may solicit qualified employees within Passenger Service to volunteer for overtime in other Passenger Service groups and locations provided that local airport security requirements can be satisfied. At the Company's discretion, it may offer such qualified volunteers overtime immediately prior to assignment of mandatory overtime.

- N. An employee working overtime in a different group will be paid the applicable rate for their own classification.

- O. "Qualified" as used in this Article shall have the same definition as set forth in Article 5.S.

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For the Company:



Lynn Vaughn  
Managing Director of Labor

12/19/23

Date



Jerry Glass

12/19/23

Date

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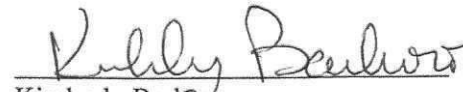
For the Union:



Marge Krueger  
Co-Chair, CWA-IBT Association

12/19/23

Date



Kimberly Barboro  
Co-Chair, CWA-IBT Association

12-19-23

Date