

**Tulsa Maintenance Base
Overtime Administrative Guidelines
Article 6(c) - Not included in basic agreement
(Excluding Technical Specialists)**

Article 6(c) of the basic Agreement requires overtime to be distributed among the employees qualified to perform the work necessitating overtime within the crew or appropriate work unit, as equitable as practicable.

The intent of Article 6(c) is to provide as fair a distribution of overtime as is practicable considering the need to accomplish the workload in an economic and efficient manner. Further, the purpose of the Article is to prevent unjustified discrimination in the distribution of overtime.

A. Definitions or Clarification

1. Article 6(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."
 - a. "...employees qualified to perform the work necessitating overtime..." is generally to be defined as employees who are satisfactorily performing or have previously satisfactorily performed the work necessitating the overtime.
 - b. "...within the crew or work unit..." defines the group of employees established by the Company among whom the overtime is to be distributed, and for whom records are kept, i.e., those employees on the overtime list.
 - c. "...as equitably as practicable" means as fairly as is consistent with good business judgment of economy and efficiency of operation.
2. Article 6(c)2: "In the event of an emergency and when there are insufficient available employees, the Company may then assign the employee(s) 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."
 - a. This means that in the event of an emergency and/or if the regular procedure of soliciting overtime from qualified employees does not produce sufficient workers, the Company may assign the qualified employees lowest on the Overtime List within the work unit to perform the work.
3. Day off overtime will be assigned to the appropriate shift-work unit. On crew change weekend, Saturday will be considered part of the previous crew schedule for shift overtime assignments. This paragraph applies only where employees have Saturday and Sunday as scheduled days off.

B. Procedures

Nothing in these procedures will be deemed to:

1. Waive the Company's right to assign overtime under Article 6(c)(2).
2. Require the selection of an employee for overtime where seven and one half (7½) hours rest will not be obtained.

C. Selection - General

1. When overtime is required, the supervisor or the management designee will proffer the overtime to the qualified employee lowest on overtime that is available for overtime within the appropriate work unit.
2. Article 6(c)(4): "Except in emergencies employees who are to work overtime shall be given two (2) hours notice of such overtime." An employee, when proffered, and does not work the overtime, will be charged with the overtime missed for equalization purposes, as though it had been worked.
3. Employees should be notified of possible day off overtime requirements as far in advance as is reasonably possible. The supervisor or the management designee should also advise the crew of the reason the overtime is required.
4. In those instances where there is insufficient time or when factors such as job continuity and/or qualifications will prevent selection of the employee who is lowest on overtime hours, or when the supervisor makes a mistake in the selection, the application of the sixteen hour spread (twenty-four paid hours) will apply. (Reference attached memorandum dated September 15, 1956, and Spurlock letter dated May 19, 1971).
5. No supervisor is to knowingly or indiscriminately schedule overtime in order to bypass employees solely because they are within sixteen hours (twenty-four paid hours) of the employees selected.
6. An employee who has been absent prior to his regular day off need not be considered for proffers of overtime on such days off. In the event an employee under this paragraph is proffered overtime, he will only be charged if he works.
7. An employee starting a scheduled vacation period who works the day(s) off prior to the vacation shall be charged accordingly. Scheduled Vacation, is the vacation you bid during the selection process or vacation that management has allowed you to move throughout the year in blocks of five or more days.

- a. An employee starting a scheduled vacation period who refused the day(s) off overtime prior to starting the vacation period shall not be charged.
 - b. Employees scheduled for vacation, as denoted above, will not be considered as eligible when assigning day off overtime, under the provisions of Article 6(c)(2), prior to the start of their scheduled vacation period.
8. Employees who are National Guard/Reservists will not be eligible, or asked to work overtime during scheduled activity periods, or weekend drills, due to his leave of absence status.

D. Selection - Aircraft Maintenance

1. In addition to the selection procedure outlined in "Selection -General", the following procedures, in order, apply to these guidelines before assigning overtime. (Article 6(c)(2).
 - a. Proffer and distribute overtime to personnel in the overtime work unit who are regularly (posted crew schedule) assigned to the skill (type of work) required to perform the work necessitating the overtime.
 - b. If additional overtime people are needed, analyze the work to be done and proffer the simple, non-complex work to the people on the crew that have been qualified by the Company, then the people on the crew in other skills that have the ability to do the work by virtue of previous assignments to that skill.
 - c. If the work remaining after D(1)(a) is complex and requires a fully qualified employee, then proffer people "regularly" assigned to that skill (work unit) from other crews in the appropriate product group, i.e., MD80, B757, A300, and B737. A reasonable effort should be made to proffer from the overtime work unit having the lowest overtime average in the skill required.

E. Eligibility and Availability

1. If the work necessitating the overtime requires more than a single qualification or skill, but can be accomplished by one individual, then the overtime selection will be made from the skill or qualifications (work unit) involving the greater portion of time on the job.

Tulsa Maintenance Base
Overtime Administrative Guidelines
Article 6(c) - Not included in basic agreement
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2. In contacting employees for overtime, the supervisor or management designee will check the work area to make the overtime offers. If an employee is not present, the supervisor will check with the Crew Chief, where applicable. If the employee cannot be readily located, he will be passed over. The supervisor or management designee will only be required to contact employees away from their work area as shown below
 - a. The employee has been temporarily reassigned (labor loaned) to another work unit, where his schedule does not conflict with the overtime hours he will work.
 - b. The employee has been assigned to a training class, whose schedule does not conflict with the overtime hours he will work. An employee will not be offered daily overtime where the hours of regular work and training exceed ten (10).
 - c. The employee has been granted a change in shift (CS) by the Company, (example: afternoons to days), prior to his scheduled days off. In this situation, an employee will only be eligible/proffered day off overtime within his regularly assigned shift and classification. An employee extended a proffer of day off overtime will be charged for all hours whether worked or refused in accordance with Article 6(c)(1).
3. Employees on temporary assignment (labor loan) training class, or change in shift (CS) will be considered for overtime proffer as shown below.
 - a. An employee on temporary assignment (labor loan) shall be considered for overtime proffer in his home shop, as indicated in E(2)(a) above. He will also be considered for overtime in the work unit to which he is temporarily assigned (labor loaned) after all regular members of that work unit have been proffered overtime.
 - b. An employee on a training assignment shall be considered for overtime proffer on his regular shift, as indicated in E(2)(b) above. He will also be considered for overtime on his training shift, if different than his regular shift, after all regular members of that work unit have been proffered overtime, on the same priority as an employee on labor loan. If the training assignment results in a different shift assignment for a period of four (4) weeks or more, the employee will be merged into the new shift's overtime list for the duration of the training period.
 - c. An employee who is on a change in shift (CS) will not be considered for daily overtime proffer in his regular work unit. He will not be considered for daily overtime proffer in the work unit to which he CS'd until all personnel in the overtime work unit who are regularly (posted crew schedule) assigned to the skill (type of work), who are labor loaned to the work unit, and who are on a training assignment for that shift have been proffered.

- d. The order of daily overtime proffer will be: (1) regular members of the work unit, (2) labor loans to the work unit and training assignments from other shifts, and (3) employees CS'd to that shift.
2. Supervisors or management designee will offer probationary employees overtime for which they are qualified.
3. Any employee who is returned to work by AA Medical on temporary restricted or transitional duty will not be considered eligible for overtime work until the restriction(s) is/are removed by AA Medical. In addition, any employee who is on temporary restricted or transitional duty, as determined by AA Medical, for more than five (5) work days will be removed from the Overtime List. In order to be reinstated on the Overtime List following return to full duty, the employee must provide a written request to his supervisor. The employee will be immediately returned to the same relative position to the average as when he left the list. Any employee holding permanent restrictions from AA Medical shall be eligible for overtime proffers to the extent the work necessitating the overtime does not violate his permanent restriction(s). The employee is responsible to notify supervision of such restriction(s) and whether or not the proffered work would violate the medical restriction(s).
4. Subject to these provisions, an employee desiring to be removed from the Overtime List of the overtime work unit to which the employee is assigned shall submit a written notice to his supervisor requesting that his name be removed from the Overtime List. Such employees will not be eligible for nor proffered overtime thirty (30) days after the date the supervisor received the request. At that time, the employee's name will be removed from the Overtime List. Any employee who has removed his name from the Overtime List will also have his name removed from the Field Trip List. Such an employee, desiring to have his name returned to the Overtime List, will submit a written notice to his supervisor. The employee will be added to the Overtime List thirty (30) days after such notice is received by the supervisor. The employee's name will be added to the Overtime List with either the hours he had at the time of removal, or the overtime work unit average, whichever is greater.
5. 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.

- a. 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.
 - b. 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 authorized absence with pay (AA).
 - c. 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 a day off work and may be required to take additional time off. This time may be an authorized absence (TL) without pay or vacation time (VC, PV or FV) at the employee's option. No employee will be required to utilize his vacation time to comply with this FAR without his consent.
8. 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.

F. Crew Chief

1. In an overtime work unit where there is only one regular Crew Chief and Crew Chief duties are needed for overtime, the regular Crew Chief shall be proffered, regardless of his overtime record in relation to his group or work unit. If he refuses the overtime proffer, an Acting Crew Chief assignment will be proffered to the eligible, pre-qualified employees in descending order of seniority. [Reference: Article 12(h)]. If such employees refuse the acting assignment, the regular Crew Chief will be assigned overtime. This procedure shall also apply in an overtime work unit where there is more than one regular Crew Chief and all are needed for overtime.
2. In an overtime work unit where there is more than one regular Crew Chief and Crew Chief duties are needed for overtime, the regular Crew Chief(s) lowest in overtime shall be proffered, regardless of their overtime record in relation to their group or work unit. If they refuse the overtime, the other regular Crew Chief(s) will be proffered the overtime in ascending order of overtime standing. If they refuse the overtime, an Acting Crew Chief assignment(s) will be proffered to the eligible, pre-qualified employee (s) in descending order of seniority. [Reference Article 12(h)]. If such employee(s) refuse the acting assignment(s), the regular Crew Chief(s) lowest in overtime shall be assigned.

3. When Crew Chief(s) are not needed to perform Crew Chief duties on overtime, Crew Chief(s) will be offered overtime in a straight working capacity based on their standing on the Overtime List within their work unit.

G. Employees in Acting Bid Jobs

1. Employees in the above status will also be considered eligible for the overtime assignments in their regular classification and regular work unit.
2. In work units covered by a regular bid job(s), i.e., Inspector and Crew Chief, the acting employee who acts in the regular bid job(s) will be offered overtime opportunities in that classification.
3. Where there is more than one individual in the Bid Job Classification in the work unit, the regular bid job holder will be offered the overtime before it is offered to acting personnel in the work unit.

H. Acting Supervisors and MPR's

1. An employee assigned to or accepting an Acting Supervisor or temporary position not covered by the Transport Workers Union Agreement (MPR) will not be eligible for daily overtime in their regular classification while so assigned, except where other qualified personnel are not available. Employees will not be eligible for day off overtime when the following occurs:
 - a. They have been assigned as Acting Supervisor/MPR for the prior five (5) work days
 - b. They are assigned as Acting Supervisor/MPR the work day before and after their days off.
2. In the event an employee assigned to or accepting an Acting Supervisor/MPR position does work overtime, all overtime hours worked by that employee will be charged to the overtime list and, when appropriate, to the Field Trip List and MPR List. When the acting or temporary assignment continues for more than five (5) consecutive work days, the employee, upon return to the work unit, will be placed on the Overtime List in the same position relative to the work unit average as he held on the date he began the acting or temporary assignment or his overtime hours, whichever is greater.

I. Recording and Posting

Article 6(c) (1) and (3) provide for the supervisor to keep an overtime record for charging the employees for equalization purposes for his/her overtime work unit.

**Tulsa Maintenance Base
Overtime Administrative Guidelines
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1. The supervisor will keep an overtime record for his work unit. The record will show names, dates, and overtime hours worked or refused. Copies of current records will be posted or maintained in the work area, and the original will be made available for review to employees concerned. The original records will be maintained for a period of twelve (12) months.
 - a. Overtime records will be adjusted as near to the beginning of the shift as possible each work day following the date the overtime is worked.
 - b. An employee asked to work overtime will be charged with the hours on the overtime record whether worked or refused. The employee's overtime record shall be a total of both worked and refused hours.
 - c. Overtime records will be coded as follows:

*12W	Time Worked	12R	Time Refused	*AV	Assigned Average
*VC	Vacation	*ID	Industry Injury	*CS	Change in Shift
*FMLA	Family Medical Leave	*SK/SKU	Sick	*NC	No Charge
*NA	No Answer	*NQ	Not Qualified		
*NE	Not Eligible (Example: e.g., duty time, Guard duty, or Temporary restrictions)				
 - d. Overtime hours, whether worked or refused, will be charged to the overtime record to the nearest full hour, i.e., 4.4 equals 4 hours and 4.5 or more equals 5 hours. The record will be charged with the actual hours worked or refused at the appropriate overtime rate. For example:
 - 1st Day off Worked or refused (8) at 1.5 Charged (12)
 - 2nd Day off Worked or Refused (8) at 1.5 Charged (12)
 - 1st Day off Worked or Refused (10) at 1.5 Charged (15)
 - 2nd Day off Worked or Refused (10) at 1.5 Charged (15)
 - 3rd Day off Worked or Refused (10) at 1.5 Charged (15)
 - e. Overtime hours worked on field trip assignments (Article 26) will be charged to the employee's overtime work record. An employee will have his name crossed out on the Field Trip List and the Shop Overtime List, until he has reported his hours from the field trip last worked. An employee will not be eligible for overtime until he turns in his hours from the field trip worked, and the revised hours are posted. The Company has until the next business day to revise the Overtime List after the new field trip hours are turned in.
 - f. Only hours worked over eight (8) on an employee's holiday will be charged to his overtime record at the applicable Holiday rate of pay.
NOTE: A separate list for selecting employees for holiday work will be maintained in accordance with Article 7(f).

J. Overtime Record Averaging

1. While an employee remains in a single shop and within a specific skill, he/she will retain a single overtime record. When an employee rotates to the day, afternoon, or midnight shift (normal rotation or volunteers), he/she will not be averaged on that shift.
2. When an employee transfers from one shop to another shop or changes skill within a shop, he/she will take the work unit/shift average, or his/her overtime hours whichever is greater.
3. Probationary employees will be given the overtime work unit average on initial assignment. On the date a (new hire) probationary employee completes his probationary period, he/she will be given the current overtime work unit average, or overtime hours whichever is greater.
4. An employee that transfers under the provisions of Article 12(l) and 12(m), Maintenance/Fleet Service Agreement, or Article 12(p) and 12(r), Stores Agreement, will be assigned the new crew overtime average upon entry to the work unit. Examples follow:

AFW to TUL	=	New Crew Average
OSM to Mechanic	=	New Crew Average
Stock Clerk to Aircraft Cleaner	=	New Crew Average
AMT to Parts Washer	=	New Crew Average

K. Daily/Weekly Overtime – Fleet Service & Stores

1. Daily Overtime: overtime rates will be paid on a daily basis as follows: When an employee has worked forty (40) hours in a single workweek, all the time worked in excess of forty (40) hours at the request of the Company will be compensated at one and one half time (1.5x) his regular hourly rate.
2. Weekly Overtime: When an employee has worked forty (40) hours in a single workweek, all time worked in excess of forty (40) hours at the request of the Company will be compensated at one and one half time (1.5x) his regular hourly rate.
3. "Worked" shall be defined as all hours actually worked by an employee during their regularly assigned shift. Holiday Off (HO) will be considered as actual hours worked for purposes of calculating overtime compensation. Examples of hours not considered for purposes of calculating overtime eligibility are:

**Tulsa Maintenance Base
Overtime Administrative Guidelines
Article 6(c) - Not included in basic agreement
(Excluding Technical Specialists)**

Page No. 10

Sick	(SK)	Family Medical Leave	(FML)
Sick Unpaid	(SKU)	Vacation	(VC)
Sick Family Leave	(SKF)	Flex Vacation	(FV)
Injury on Duty	(ID)	Personal Vacation	(PV)
Injury Family Leave	(IDF)	Personal off Holiday	(POH)

1. It is the employee's responsibility to keep the supervisor advised of changes in telephone numbers and addresses (use AOI or approved shop/dock form).
2. Employee overtime record hours will be "zeroed" on January 1 of every odd number year.