

Overtime Guidelines
TUL/AFW Technical Specialists

Article 6 of the Labor Agreement indicates the manner in which employees who are on overtime are to be paid. It does not provide procedures for the selection of employees for such overtime. In the absence of specific contract language, the company and the TWU are establishing the following policy for the selection of employees for overtime for TUL and AFW Technical Specialists.

- A. The Company shall maintain an overtime list by work unit and it shall be posted at designated locations in AFW and TUL. The overtime list will show names, dates, overtime hours paid or refused. The Company shall retain copies of the Overtime lists for a period of not less than 6 months and make those lists available to any TWU personnel upon request.

1. Overtime records should be coded as follows:

| | |
|-----|---------------------|
| ANS | Answering Machine * |
| W | Time Worked |
| R | Time Refused |
| AV | Assigned Average |
| VC | Vacation Period |
| SK | Sick |
| NA | No Answer |
| NC | No Charge |
| NE | Not Eligible ** |

* Must leave message and will be considered No Contact.

** Must document explanation.

2. An employee asked to work overtime, will be charged with the hours on the overtime record whether or not he works, except as noted in the following paragraphs. His "Overtime Record" shall be the total of both worked (recorded as paid) and refused hours.

3. Overtime hours, whether worked or refused, will be charged to the overtime record to the nearest full hour (e.g., 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:

| | |
|--------------------------------|--------------|
| Worked or Refused (8) at 1.5 X | Charged (12) |
| Worked or Refused (8) at 2.0 X | Charged (16) |

4. Any employee added to a work unit overtime list will be charged with the highest number of hours plus one hour.

5. An employee on temporary assignment (i.e. Desk-to-Desk, Training) shall be considered for overtime proffer, in his regular work unit. He will also be considered for overtime in the work unit to which temporarily assigned after all regular members of that work unit have been proffered overtime.
6. Overtime hours worked on Field Work assignments (Article 26) will not be charged to the employee's base overtime record.
7. Holidays - Only hours worked over eight hours (8) and fifteen (15) minutes will be charged to the overtime record.
8. Employees are responsible to keep the supervisor advised of changes in telephone numbers and addresses.
9. Employee overtime recorded hours will be "zeroed" annually on January 1st.

B. Article 6 (d) of the basic Agreement requires overtime to be distributed among the employees qualified to perform the work necessitating overtime within the appropriate work unit, as equitably as practicable. The intent of Article 6 (d) 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 for the Article is to prevent unjustified discrimination in the distribution of overtime.

C. Definitions and clarifications:

Article 6(d) states: "Overtime work shall be distributed among the employees qualified to perform the work necessitating overtime within the crew or appropriate work unit as equitably as practicable."

1. "...Employees qualified to perform the work necessitating the overtime..." is to be defined as any Technical Specialist within the appropriate work unit.
2. "...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.)
3. ".....As equitably as practicable..." means as fairly as is consistent with good business judgment and efficiency of operation.
4. Article 6(d) (2) states: "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 such work." This means that in the event of an emergency and/or if the regular procedure of soliciting overtime from the employees does not produce sufficient workers, the Company may assign the lowest employees within the overtime work unit to perform the work.
5. Article 6 (d) (4) states: "Except in emergencies employees who are to work overtime shall be given two (2) hours notice of such overtime."

D. Procedures

1. Nothing in these procedures will be deemed to:
 - a. Waive the Company's right to assign overtime under Article 6 (d) (2).
 - b. Require the selection of an employee for overtime where 7-1/2 hours rest will not be obtained.
 - c. Require the selection of an employee on double time rates when a qualified employee within the work unit is available on time and one-half rates.
2. Selection:
 - a. When overtime is required, the supervisor will proffer the overtime to the employee lowest on overtime who is available for overtime within the appropriate work unit.
 - b. When a full shift of overtime is required, the Company will offer day off overtime first, when possible. Disputes arising out of this will be resolved by a panel comprised of TWU International Vice President and Vice President of Employee Relations or their respective designees.
3. Eligibility and Availability:
 - a. In contacting employees for overtime, the supervisor will check the work area to make the overtime offers. If the employee cannot be readily located, he will be bypassed. The supervisor will only be required to contact employees away from their work area when the employees are assigned to a training class whose schedule does not conflict with the overtime hours being offered or on temporary assignment under provisions of paragraph A (5).
 - b. Upon initial assignment into the Technical Specialist classification, the employee shall be considered on an initial training assignment. An employee on the initial training assignment will not be eligible for overtime work for a period not to exceed sixty (60) calendar days.
 - c. An employee able to work the desk within his restrictions is considered active and eligible for purposes of working overtime.
 - d. When employees are assigned to a position not covered by the agreement between American Airlines and the Transport Workers Union, they will not be eligible for overtime in any bargaining unit while so assigned. Upon the employees' return to their regular assignment, they will be placed on the overtime list with the hours they had when they left plus any accumulated hours or the work unit average, whichever is greater and will not be eligible for overtime until they complete a tour of duty in their regular work unit.
 - e. An employee starting a vacation period who works the day(s) off prior to or immediately following the vacation shall be charged accordingly. An employee starting a vacation period who refused the day(s) off overtime prior to or immediately following the vacation period shall not be charged.

- E. Employees who are National Guard/Reservists will not be eligible, nor asked to work overtime during scheduled active duty periods or weekend drills.