~~SECTION~~ **ARTICLE** SIX

HOURS OF WORK, OVERTIME AND HOLIDAY PAY

Hours of Work and Work Week Schedules

~~1.~~ **Section 1.** Established shifts, work schedules, or shift start ~~time~~ and stop times may be changed **at the Company’s discretion** with notification to the Union.

~~1-A.~~ **Section** **1-A.** Employees will be assigned to work week schedules as defined in ~~paragraphs~~ **Sections**, 2, 4, ~~and~~ 6**, and 8** of this ~~Section~~ **Article**, at the Company’s discretion upon notification to the Union.

~~1-B.~~ **Section** **1-B.** Nothing in this Agreement shall be construed as a guarantee of hours of work per day or per week.

~~1-C.~~ **Section** **1-C.** For pay purposes, a work day shall be a period of twenty-four (24) consecutive hours beginning at the shift starting time that an employee is directed to report at the beginning of the regular workweek and ending at the same time on the following day.

~~1-D.~~ **Section** **1-D.** ~~The Company and the Union do not believe that anything in this Agreement or this Section necessitates the payment of Overtime on Overtime and as they further agree it is not the purpose of this Agreement or this section to pay overtime on overtime,~~~~they, therefore, agree that~~ **There will be no pyramiding of overtime. I**f the Company becomes obligated by any law, interpretation of law, decision of the Wage and Hour Administrator, or by any other manner, to ~~pay Overtime on Overtime~~ **pyramid overtime**, upon the effective day of ~~such~~ obligation to ~~pay Overtime on Overtime~~ **pyramid overtime**, the ~~Sections~~ **provisions** ~~of this agreement~~ ~~which necessitate~~ that **require** ~~the payment of~~ **~~o~~**~~vertime on~~ **~~o~~**~~vertime~~ **the pyramiding of overtime** shall become inoperative and the Company shall not be obligated to ~~pay Overtime on Overtime,~~ **pyramid overtime.** **The Company and Union** ~~the parties~~ ~~further agree that they~~ shall immediately renegotiate the ~~Sections~~ **provisions** of this Agreement to relieve the Company from any obligation to ~~pay Overtime on Overtime~~ **pyramid overtime**.

5/40 Work Schedule

~~2.~~ **Section** 2**.** The 5/40 work schedule consists of forty (40) hours (32.5 hours for third shift) of five (5) consecutive days, Monday through Friday.

~~2-A.~~ **Section** **2-A.** Eight (8) hours of work within nine (9) consecutive hours will constitute a regular workday on first and second shifts. Six and one-half (6-1/2) hours of work within seven and one-half (7-1/2) hours shall constitute a regular workday for third shift.

~~2-B.~~ **Section** **2-B.** The accounting work week starts at midnight Friday and continues for one-hundred sixty-eight (168) hours until midnight the following Friday.

5/40 Overtime Pay

~~3.~~ **Section** **3.** Work in excess of eight (8) hours on first and second shifts shall be paid at the rate of one and one-half (1-1/2) times the hourly straight-time rate.

~~3-A.~~ **Section** **3-A.** Work in excess of six and one-half (6-1/2) hours on third shift shall be paid at the rate of one and one-half (1-1/2) times the hourly straight-time rate.

~~3-B.~~ **Section** **3-B.** Work performed in excess of eleven (11) hours in a workday by first and second shift employees shall be paid at double the hourly straight-time rate. Work performed in excess of nine and one-half hours **(9-1/2)** in a workday by third shift employees shall be paid at double the hourly straight-time rate.

~~3-C.~~ **Section** **3-C.** Work performed on Saturday for first and second shifts shall be paid at the rate of one and one-half (1-1/2) times the hourly straight-time rate for the first eight (8) hours and two (2) times the hourly straight-time rate thereafter.

~~3-D.~~ **Section 3-D.** Work performed on Saturday for third shift shall be paid at the rate of one and one-half (1-1/2) times the hourly straight-time rate for the first six and one-half (6-1/2) hours and two (2) times the hourly straight-time rate thereafter.

~~3-E.~~ **Section 3-E.** Work performed on Sunday shall be compensated at double their hourly straight-time rate.

9/80 Work Schedule

~~4.~~ **Section** **4.** The 9/80 work schedule consists of eighty (80) hours in a two (2)-week schedule of nine (9)-hour shifts Monday through Thursday and an eight (8)-hour shift on an alternating Friday. The work schedule for the third shift consists of 64.9 hours in a two-week schedule of seven and three-tenths (7-3/10) hour shifts Monday through Thursday and six and one-half (6-1/2) hour shift on an alternating Friday.

~~4-A.~~ **Section** **4-A.** On first and second shifts, nine (9) hours of work within ten (10) consecutive hours will constitute a regular day’s work. On third shift, seven and three-tenths (7-3/10) hours of work within eight (8) hours shall constitute a regular day’s work. The 9/80 work Friday is a shift that consists of eight (8) hours of work performed within a period of nine (9) consecutive hours, except for third shift which will be six and one-half hours (6-1/2) of work performed within a period of seven (7) hours, shall constitute a regular day’s work.

~~4-B.~~ **Section** **4-B.** Employees may be assigned to the primary 9/80 work schedule referred to as 9/80A or the alternate 9/80 work schedule referred to as 9/80B, which have opposing scheduled on/off Fridays.

~~4-C.~~ **Section** **4-C.** The accounting work week will be mid-workday Friday and end 168 hours later on the following Friday. Mid-workday Friday is defined as occurring immediately after the first four hours of scheduled working time on Friday based on an employee’s master file shift start time, which is the official shift start time as recorded in the labor accounting system. This start time may only be changed with management approval.

9/80 Overtime Pay

~~5.~~ **Section** **5.** Work in excess of nine (9) hours Monday through Thursday and work in excess of eight (8) hours on the scheduled On-Friday on first and second shifts shall be paid at the rate of one and one-half (1-1/2) times the hourly straight-time rate. Work in excess of seven and three-tenths (7-3/10) hours Monday through Thursday and work in excess of six and one-half (6-1/2) hours on the On-Friday on third shift shall be paid at the rate of one and one-half (1-1/2) times the hourly straight-time rate.

~~5-A.~~ **Section** **5-A.** Work performed in excess of eleven (11) hours in a workday by first and second shift employees shall be paid at double the hourly straight-time rate. Work performed in excess of nine and one-half (9-1/2) hours in a workday by third shift employees shall be paid at double the regular hourly rate.

~~5-B.~~  **Section** **5-B.** Work performed on Saturday or the scheduled off-Friday of week two for first and second shifts shall be paid at the rate of one and one-half (1-1/2) times the hourly straight-time rate for the first eight (8) hours and two (2) times the hourly straight-time rate thereafter. Third shift shall be paid at the rate of one and one-half (1-1/2) times the hourly straight-time rate for the first seven and three-tenths (7-3/10) hours and two (2) times the hourly straight-time rate thereafter.

~~5-C.~~ **Section** **5-C.** Work performed on Sunday shall be paid at the rate of two (2) times the employee’s hourly straight-time rate.

3/12 Work Schedule

~~6.~~ **Section** **6.** The 3/12 work schedule consists of thirty-six (36) hours worked in twelve (12) hour shifts over three (3) consecutive days, Friday through Sunday, and compensated at the hourly straight-time rate for forty (40) hours in a workweek. ~~If implemented, this schedule shall apply exclusively to Fort Worth flight operations.~~

~~6-A.~~ **Section** **6-A.** On first and second shifts, twelve (12) hours of work within thirteen (13) consecutive hours will constitute a day’s work. There will be no third shift.

**Section 6-B. The accounting work week starts at midnight Friday and continues for one-hundred sixty-eight (168) hours until midnight the following Friday.**

3/12 Overtime Pay

~~7.~~ **Section 7.**  Work performed in excess of twelve (12) hours in a workday shall be paid at two (2) times the hourly straight time rate.

~~7-A.~~ **Section 7-A.** Work performed on Monday, Tuesday, or Wednesday shall be paid at the rate of one and one-half (1-1/2) times the hourly straight-time rate for the first twelve (12) hours and two (2) times the hourly straight-time rate thereafter.

~~7-B.~~ **Section 7-B.** Work performed on Thursday shall be paid at the rate of two (2) times the hourly straight time rate.

**4/10 Work Schedule**

**Section 8. The 4/10 work schedule consists of forty (40) hours of four (4) consecutive ten (10) hour workdays with three consecutive scheduled days off. Ten (10) hours of work within eleven (11) consecutive hours will constitute a day’s work. There will be no third shift.**

**Section 8-A. Employees may be assigned to the primary 4/10 work schedule referred to as 4/10A (Monday-Thursday) or the alternate 4/10 work schedule referred to as 4/10B (Thursday-Sunday).**

**Section 8-B. The accounting work week starts at midnight Friday and continues for one-hundred sixty-eight (168) hours until midnight the following Friday.**

**4/10 Overtime Pay**

**Section 9. Work performed in excess of ten (10) hours will be paid at the rate of one and one-half (1-1/2) times the hourly straight-time rate.**

**Section 9-A. Work performed in excess of eleven (11) hours will be paid at two (2) times the hourly straight-time rate.**

**Section 9-B. Work performed on the fifth or sixth day of an employee’s work week will be paid at the rate of one and one-half (1-1/2) times the hourly straight-time rate for the first eight (8) hours and two (2) times the hourly straight-time rate thereafter.**

**Section 9-C. Work performed on the seventh day of an employee’s work week will be paid at the rate of two (2) times the employee’s hourly straight-time rate.**

Report Pay

~~8.~~ **Section 10.** In the event an employee reports for work at the start of their scheduled shift, they shall receive at least four (4) hours of work or pay in lieu thereof, unless they were previously notified not to report. The Company shall have satisfied the notification requirement by calling the phone number ~~provided by the employee~~ **on record with the Company** at least one (1) hour before the start of the **employee’s** shift. The employee shall be responsible for maintaining a current telephone number with the Company. ~~In the event~~ **If** an employee ~~has been~~ **is** absent for any reason, this shall not apply unless they first contact their supervisor and ~~is notified~~ **receive notification** when to report for work. The Company shall not be required to offer work or pay an employee in lieu thereof in case of emergency shutdown arising out of conditions over which it has no control.

Call-Back Pay

~~9.~~ **Section 11.**  ~~In the event~~ **If** an employee is called back to work after they have completed their scheduled hours and after leaving the plant, they shall be guaranteed at least four (4) hours work at the designated overtime rate and shall be paid the designated overtime rate for all work after the first four (4) hours. **However, if an employee is called back to work within the last two (2) hours of their twenty-four (24) hour clock, the employee will only be entitled to two (2) hours of pay at the designated overtime rate.**

Overtime Assignment

~~10.~~ **Section** **12.** The Union recognizes that overtime is a necessary part of each employee's job duties and that each employee is required to work their fair share of offered overtime. Employees who commit to off-shift overtime assignments shall report to work and complete the full overtime shift, or ~~to~~ a partial overtime shift as agreed to by the employee and their supervisor.

~~10-A.~~ **Section 12-A.** An overtime group **on first shift** consists of employees within the same supervisor group, classification or group leads, shift, and work schedule, (5/40 ~~and~~**,** 9/80 **and 4/10** are combined; 3/12 is separate). ~~However,~~ **O**vertime groups for employees assigned to second and third shifts will be determined by ~~mutual~~ agreement between the Company and the Union, as applicable for the business.

~~10~~-~~B.~~ **Section 12-B.** The Company agrees to distribute available overtime on an equitable basis consistent with production and/or security needs and be flexible enough to accomplish the work to be performed. The Company maintains the right to assign employees based on their capability in performing the assignment and/or continuity with the assignment.

~~10-C.~~ **Section 12-C.** The Company shall notify employees of the potential for them to work overtime no later than two (2) hours prior to the end of their current shift and prior to the end of the shift of an employee’s work week schedule for off-shift work. It is recognized that conditions will exist wherein knowledge of overtime requirements come too late to permit ~~such~~ advance notice and agree that ~~such~~ notices given as soon as practicable after ~~such~~ knowledge by the Company, but prior to the end of the current shift, will be treated as a bonafide offer and that this employee will be charged for hours not worked due to declination of offer, failure to report to work or for hours not worked due to their leaving before the end of the shift. ~~In an emergency situation~~ **Where there are insufficient volunteers to meet the overtime need, employees will be scheduled on an involuntary basis to meet operational need as determined by the Company**. **If an employee fails to work a scheduled overtime shift, it will be treated like any other day in the application of the Attendance Control Program**. ~~the declining of a request to work overtime can subject the employee to disciplinary action~~. ~~Pre-shift or post shift overtime during regular workweek is excluded~~. Nothing in this ~~paragraph~~ **Section** is intended to prevent the Company from canceling any overtime after ~~having~~ giv**ing**~~en~~ notice. ~~Such~~ **A** cancellation **of overtime** will be without penalty to ~~either party~~ **the employee or the Company,** subject to other provisions of this Agreement.

~~10-D.~~ **Section 12-D.** Employees who are absent without paid coverage during their regularly scheduled workweek **or are currently in a step of the Attendance Control Program** may not be assigned to overtime work during that workweek and/or their upcoming regularly scheduled days off.

~~10~~-~~E.~~ **Section 12-E.** Probationary employees may be offered overtime providing all other employees in their overtime group have been offered overtime.

Maintenance of Overtime Records

~~11~~. **Section 13. Overtime records shall be maintained by the affected Area Steward for employees within an overtime group as defined in Section 12-A of this Article. Overtime records will reflect the straight time equivalent of hours worked or offered and not worked by each employee of the overtime group and be made available to the Company or Union upon request.** ~~Overtime records shall be kept by the Company for employees within a particular overtime group. shall be available to Area Stewards upon request and will reflect the straight time equivalent of hours worked or offered and not worked by each affected employee.~~ ~~A copy of the current overtime hours for overtime groups will be provided to a member of the Plant Grievance Committee by close of business each Friday or as soon as administratively practicable thereafter.~~ No charge for overtime hours will be made for overtime refused ~~on the weekend~~ immediately **preceding or returning from an employee’s full day of vacation,** ~~prior to the start of a vacation nor for overtime which would have been offered on the weekend(s) or the employee’s sixth (6~~~~th~~~~) and seventh (7~~~~th~~~~) workdays falling prior to the scheduled date of return from a vacation~~ unless all other employees in the group were offered overtime on one or more of the days involved. An employee unavailable on the day that overtime would normally be assigned will not be eligible to work or be charged unless all other employees in the group are offered overtime.

~~11-A.~~ **Section 13-A.** Employees who enter a new overtime group shall assume the ~~standard~~ average hours for the overtime group.

~~11~~-~~B.~~ **Section 13-B.** If two (2) or more employees have the same amount of overtime hours, the senior employee will be offered the overtime opportunity, subject to the provisions of ~~Paragraph 10-B~~ **Section 12-B**. On the effective date of this Agreement, the overtime hours for each employee will be reset to zero (0).

**Overtime While on Business Travel**

**Section 14. The provisions of Section 12-A through Section 13-B of this Article shall not be applicable for employees on Business Travel as provided in Article 20.**

Loaned Employees for Overtime Purposes

~~12.~~ **Section 15.** Employees may be loaned for a minimum of thirty (30) minutes and a maximum of six (6) calendar weeks to any group other than their assigned overtime group. Affected Area Stewards shall receive written notification of an employee loan. An employee on loan will be included in the loaned overtime group, and the loaned employee will not assume the ~~standard~~ average of the overtime group.

Holidays

~~13.~~ **Section 16.** Without regard for an employee’s work week schedule, the following dates are designated holidays for which the employee shallnot report to work unless assigned due to insufficient volunteers for overtime:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Year | Holiday | Date | Day | Hours |
| **2019** | **Thanksgiving Day** | **28 Nov** | **Thursday** | **8** |
|  | **Day after Thanksgiving** | **29 Nov** | **Friday** | **8** |
|  | **Christmas Holiday** | **24 Dec** | **Tuesday** | **8** |
|  | **Christmas Holiday** | **25 Dec** | **Wednesday** | **8** |
|  | **Christmas Holiday** | **26 Dec** | **Thursday** | **8** |
|  | **Christmas Holiday** | **27 Dec** | **Friday** | **8** |
|  | **Christmas Holiday** | **30 Dec** | **Monday** | **8** |
|  | **Christmas Holiday** | **31 Dec** | **Tuesday** | **8** |
| **2020** | **New Year’s Day** | **1 Jan** | **Wednesday** | **8** |
|  | **Memorial Day** | **25 May** | **Monday** | **8** |
|  | **Independence Day** | **3 Jul** | **Friday** | **8** |
|  | **Labor Day** | **7 Sept** | **Monday** | **8** |
|  | **Thanksgiving Day** | **26 Nov** | **Thursday** | **8** |
|  | **Day after Thanksgiving Day** | **27 Nov** | **Friday** | **8** |
|  | **Christmas Holiday** | **24 Dec** | **Thursday** | **8** |
|  | **Christmas Holiday** | **25 Dec** | **Friday** | **8** |
|  | **Christmas Holiday** | **28 Dec** | **Monday** | **8** |
|  | **Christmas Holiday** | **29 Dec** | **Tuesday** | **8** |
|  | **Christmas Holiday** | **30 Dec** | **Wednesday** | **8** |
|  | **Christmas Holiday** | **31 Dec** | **Thursday** | **8** |
| **2021** | **New Year’s Day** | **1 Jan** | **Friday** | **8** |
|  | **Memorial Day** | **31 May** | **Monday** | **8** |
|  | **Independence Day** | **5 Jul** | **Monday** | **8** |
|  | **Labor Day** | **6 Sept** | **Monday** | **8** |
|  | **Thanksgiving Day** | **25 Nov** | **Thursday** | **8** |
|  | **Day after Thanksgiving Day** | **26 Nov** | **Friday** | **8** |
|  | **Christmas Holiday** | **24 Dec** | **Friday** | **8** |
|  | **Christmas Holiday** | **27 Dec** | **Monday** | **8** |
|  | **Christmas Holiday** | **28 Dec** | **Tuesday** | **8** |
|  | **Christmas Holiday** | **29 Dec** | **Wednesday** | **8** |
|  | **Christmas Holiday** | **30 Dec** | **Thursday** | **8** |
|  | **Christmas Holiday** | **31 Dec** | **Friday** | **8** |
| **2022** | **Memorial Day** | **30 May** | **Monday** | **8** |
|  | **Independence Day** | **4 Jul** | **Monday** | **8** |
|  | **Labor Day** | **5 Sept** | **Monday** | **8** |
|  | **Thanksgiving** | **24 Nov** | **Thursday** | **8** |
|  | **Day after Thanksgiving** | **25 Nov** | **Friday** | **8** |
|  | **Christmas Holiday** | **23 Dec** | **Friday** | **8** |
|  | **Christmas Holiday** | **26 Dec** | **Monday** | **8** |
|  | **Christmas Holiday** | **27 Dec** | **Tuesday** | **8** |
|  | **Christmas Holiday** | **28 Dec** | **Wednesday** | **8** |
|  | **Christmas Holiday** | **29 Dec** | **Thursday** | **8** |
|  | **Christmas Holiday** | **30 Dec** | **Friday** | **8** |
| **2023** | **New Year’s Day** | **2 Jan** | **Monday** | **8** |
|  | **Memorial Day** | **29 May** | **Monday** | **8** |
|  | **Independence Day** | **4 Jul** | **Tuesday** | **8** |
|  | **Labor Day** | **4 Sep** | **Monday** | **8** |
|  |  |  | **Total** | **376** |

Holiday Pay

~~14~~-~~A.~~ **Section 17-A.** To be eligible for holiday pay, an~~d~~ employee must have worked at least the equivalent of one (1) full regularly-scheduled shift during the week in which the holiday occurs.

~~14~~-~~B.~~ **Section 17-B.** An employee shall receive eight (8) hours at their regular hourly rate of pay for each designated holiday regardless ~~14-A.~~ of the employee’s work week schedule or the day of the week upon which the holiday occurs. In addition, an employee who works on a designated holiday shall receive two times their regular hourly rate of pay for hours worked.

~~14~~-~~C.~~ **Section 17-C.** An employee shall not receive pay for a holiday that occurs during the employee’s leave of absence, layoff, or any other unpaid absence.

**Section 17-D. Employees who are working a 9/80, 3/12, or 4/10 work schedule, may use earned vacation that has been requested and approved by their manager to supplement a paid holiday so as to receive an equivalent number of paid hours to their regular scheduled work day.**

Holiday Scheduling

~~15.~~ **Section 18.** If an employee is scheduled to work on a **designated** holiday, they shall be notified at least twenty-four (24) hours in advance of the ~~close of the workday immediately preceding the~~ holiday **to be worked**. ~~If they receive such notification and~~ **F**ail**ure** to report for work as scheduled on ~~the~~ **a** holiday, ~~they~~ shall **result in the employee** ~~not~~ be**ing** **in**eligible for holiday pay. **In addition, the employee’s absence will be treated like any other day in the application of the Attendance Control Program.**

~~15~~-~~A.~~ **Section 18-A.** The Union agrees that it will cooperate in every way with the Company in preventing absenteeism on days prior to and following holidays.

**Holidays While on Business Travel**

**Section 19. The provisions of Section 16 through Section 18-A of this Article shall be applicable for employees on Business Travel as provided in Article 20.**

**Section 19-A. Employees shall not receive pay for a non-designated holiday that may be observed at their assigned work location while on Business Travel.**