

# Administration of Overtime

**To:** Mr. Bob Ruzich  
**CC:** Overtime Office  
**From:** Ralph Salzano-Local 210  
**Date:** April 17, 2014  
**Re:** Administration of Overtime

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Dear Mr. Ruzich:

The following shall be the outline of rules governing the Overtime (Article 17) procedures pursuant to the Collective Bargaining Agreement (CBA) between s-Continental Airlines (sCAL) and the International Brotherhood of Teamsters (IBT) as ratified on November 4, 2010. *Please note all language in normal font is lifted verbatim from the CBA and underlined language has been locally agreed to.*

**A. Sign-Up Sheets**

In an effort to give advanced notice of overtime and when advanced notice of overtime requests permit the overtime sign up sheets or their electronic equivalent shall be pulled the day before the actual authorized overtime slot. Day shift and Swing shift sheets shall be pulled at 1200 hours and Grave shift sheets shall be pulled at 1600 hours. Employees signing up after the cut-off period for the next day's overtime shall have their names placed on the bottom of the overtime list.

**B. Overtime Call-Outs**

1. Planned Overtime: Overtime assignments requested four (4) hours or more in advance are considered "planned." When advanced notice of overtime requests permit, the overtime office will conduct call-outs for planned overtime between the hours of 1230 and 2200, local time on the day before the authorized overtime slot is required.

Planned overtime will be offered to employees using the call sheet. In making an overtime callout, the Company will contact the employee on the overtime call sheet who can cover the shift and has the least amount of overtime first, next least second, etc. Employees will be considered able to cover the shift, as stated above, so long as their normal shift starting/ending time and the start/end time of the overtime request does not exceed one hundred and fifty (150) minutes, provided that the employee must report to the work area of the normal shift at the start time of the normal shift rather than remaining in the work area of the overtime shift.

2. Unplanned Overtime: Overtime assignments requested less than four (4) hours in advance are considered "unplanned". When the need for overtime is based on unforeseen circumstances, (e.g. late notice sick calls, heavy work loads, etc.) overtime calls may be made outside the hours, defined in B.1. above, and in accordance with all other provisions of Article 17 and any applicable Letters of Agreement (LOA's).

Unplanned overtime will be offered to employees using the call sheet. In making an overtime callout, the Company will contact the employee on the overtime call sheet who can cover the shift and has the least amount of overtime first, next least second, etc. Employees will be considered able to cover the shift, as stated above, so long as their normal shift starting/ending time and the start/end time of the overtime request does not exceed one hundred and fifty (150) minutes, provided that the employee must report to the work area of the normal shift at the start time of the normal shift rather than remaining in the work area of the overtime shift. Employees who are called in late for overtime will be pay protected at the applicable overtime rate for the entire shift, either eight (8) or ten (10) hours whichever is applicable, if the late overtime call out causes the employee to miss any part of the shift.

3. All overtime will be offered for a full shift (eight (8) or ten (10) hours whichever is applicable).
4. When the need arises to call employees for overtime who are not on duty, the Company will begin contacting the employee(s) by phone, using a Company land line, at the number(s) listed by the employee on the call sheet. If the Company is unable to contact the employee in person at the phone number(s) listed the employee will be treated in accordance with paragraph C below.
- **NOTE:** An employee **will be** permitted to work overtime after attending a training assignment provided that the completion of the overtime assignment and the commencement of the employee's next training and/or shift assignment will provide the employee with a minimum of eight (8) hours rest. (Article 13.P)
  - **NOTE:** When the overtime need is for an employee with either non-destructive testing or bore scope blade-blending qualifications, employees lacking such qualifications **will not** be regarded as "eligible" as that term is used in Article 17(A)(4). (See LOA #7)

C. Bypassing

Employees subject to callout in accordance with paragraph B.1 above (four (4) hours or more advance notice), shall have twenty (:20) minutes to return the call and/or accept or refuse the overtime if asked while on duty. Employees subject to call out in accordance with paragraph B.2 above (less than four (4) hours advance notice), shall have ten (:10) minutes to return the call and/or accept or refuse the overtime if asked while on duty, unless there are two (2) or less hours advance notice in which case the employee will be immediately bypassed. The overtime administrator will make every attempt to leave a message for the employee at the number(s) listed on the sign up sheet. If, after the employee is bypassed, he calls in and overtime is still available, the employee shall be offered any remaining overtime slots.

D. Accepting and Charging

Overtime, either accepted or refused will be charged in straight time pay hours, i.e., an hour worked at time and a half shall be 1.5 hours and an hour worked at double time shall be 2.0 hours. Only those eligible employees who appear in the Call Book will be charged for refusing overtime. Employees who are off duty and offered overtime with less than four (4) hours notice will not be charged if refused. All persons who accept overtime will be expected to stay for the entire shift unless an earlier release is agreed upon between the employee and supervisor on duty in the work area assigned. If an employee leaves before the shift is over without the supervisor's approval they will be charged for all the remaining hours of the shift.

E. Sorting of New or Transferring Employees

Pursuant to Article 17.H.3, employees transferring by bid, being recalled, displacing into, returning from Leave of Absence of more than forty-five (45) days, returning from a temporary assignment of more than three (3) weeks, will be given the number of overtime hours they have obtained in the current calendar year from their previous work location(s). New hires entering a Bid Area will not be eligible for overtime during their probation. After probation they will be given the highest number of overtime hours in the Bid area.

F. Exhausted Lists:

If there are insufficient employees on the call sheet to fill the overtime requirement, the company will solicit volunteers from the Work Area where the overtime originated in the Bid Area without regard to seniority or overtime hours charged, and if there is still insufficient employees to fill the overtime requirement, may allow qualified employees from other Bid Areas to work the overtime. Employees wishing to work overtime outside their Bid Area, as well as employees ineligible within their Bid Area due to the one hundred and fifty (150) minute overlap (see B.1 above) will be allowed to sign up in any Bid Area for which they are qualified, in accordance with Article 3, however such employees will be placed on the bottom of that Bid Areas list with other employees from outside the Bid Area and sorted in accordance with Article 17. Notwithstanding the above, when the overtime call list has been exhausted in Bid Area 502, employees in Bid Area 119 will have priority over all other employees from outside Bid Area 502. Similarly when the overtime call list has been exhausted in Bid Area 504, employees in Bid Area 118 will have priority over all other employees from outside Bid Area 504.

Should either party wish to alter or amend this local agreement, they may indicate their desire to negotiate a change upon written notice. It is also understood, that should any part of this local agreement be in conflict with the Collective Bargaining Agreement as ratified, the CBA shall be controlling. Resolution of grievances regarding Overtime procedures, whether by settlement or award of the System Board or by any arbitrator's decision shall also control.

April 17, 2014

If this accurately reflects your understanding, please sign and return one copy of this letter to me. Thank you for your attention to this matter.

Sincerely,



Ralph Salzano  
Business Agent-IBT-Local 210

Agreed:



Bob Ruzich  
Director of Maintenance-EWR