

ARTICLE 6 - OVERTIME

(a) Daily Overtime: rates will only be paid on a daily basis whenever a shift relief is not scheduled and not provided as follows:

(1) One and one-half (1-1/2) times the regular straight-time rate for each hour worked in excess of eight (8) hours.

(2) An employee hereunder will not be required to suspend work during his regular shift to avoid the payment of overtime nor will he be entitled to overtime rates until he has worked eight (8) hours in the workday, including time worked after his regular shift.

(3) When an employee works overtime in conjunction with his regular shift he will be entitled to a minimum of fifteen (15) minutes of overtime.

(b) Weekly Overtime: Time worked on an employee's regularly scheduled days off will be considered overtime and will be paid as follows, provided, however, that such overtime is not applicable to time spent on shift overlap when a shift relief is provided:

(1) One and one-half (1-1/2) times the regular straight-time rate for work performed on an employee's scheduled day off. When an employee is required to work on a day off which was a result of a C/S (change of schedule) the one and one half rate (1-1/2) applies. When an employee works in excess of twelve (12) hours the double time rate applies for each hour in excess of twelve (12) hours.

(2) For work on a subsequent shift on a day (s) off the double time rate shall apply for all hours.

(3) Double time rates will be paid for overtime on all subsequent, days off except if it's a result of a C/S (change of schedule) where the one and one half rate (1-1/2) still applies.

(4) When an employee is required to work on his scheduled day or days off, he will be entitled to at least eight (8) hours of work unless he consents to less time.

(c) Weekly overtime work will be distributed among the Dispatchers and Dispatchers in Training as equitably as practicable.

(1) Dispatchers and Dispatchers in Training to be offered overtime will be selected from employees within their permanent classification on their day off, except those who would experience a short turnaround as a result of working the proposed overtime. A short

turnaround is defined as any two (2) consecutive work shifts with an intervening rest period of less than nine (9) hours. Employees on vacation and assigned route checks will not be offered overtime. Employees on days off immediately adjacent to vacations (before and after) will be offered overtime, but not charged with a refusal if such offer is not accepted.

(d) Selection of the employee to receive the overtime from those who have indicated their availability on an overtime list will be made on the basis of:

- (1) Least number of overtime days accumulated. If a tie exists, then,
- (2) To the most senior employee,
- (3) Provided, however, that day off overtime will not be offered to an employee on his second or subsequent day off at the double time rate unless there is no employee available on his first day off at the time and one-half rate.
- (4) To employees on their days off within their classification who would be scheduled on a short turnaround basis by virtue of the offer but whose refusal of such offer would not be recorded as though the overtime was worked.
- (5) Any employee offered overtime in accordance with these procedures who does not accept it for any reason, including sickness, will be credited on the distribution record with the overtime as though it had been worked.

(a) If, due to refusals, the overtime is not covered, the overtime will be covered in the following order:

Proffer overtime to volunteers who are currently on duty. Selection of the employee to receive the overtime will be made on the basis of:

- (1) Most senior employee volunteer with the least number of overtime days accumulated and with an intervening rest period of nine (9) hours or more between shifts;
- (2) Most senior employee volunteer with the least number of overtime days accumulated and with an intervening rest period of at least eight (8) hours but less than nine (9) hours between shifts.

(3) A qualified Dispatcher in Training may be utilized on his regularly scheduled shift to fill the vacancy. Such Dispatcher in Training will be compensated for the difference between his current daily rate and the Dispatcher's daily rate to which his seniority would entitle him.

(4) When the vacancy is in the Dispatcher classification, it may be offered to qualified Dispatcher in Training in order of seniority on their day off with an intervening rest period of nine (9) hour or more between shifts.

(5) Assign to the least senior employee.

(e) An employee whose overtime working period continues into the following day will continue to receive overtime rates for all overtime so worked.

(f) If any work period will continue so that its termination will fall within nine (9) hours prior to the commencement of the employee's regular shift in the succeeding workday, exclusive of shift overlap where relief is scheduled, he will receive pay for all time worked during his regular shift and up to twelve (12) hours at the rate of time and one-half of his regular straight-time rate.

(g) No overtime will be worked except by direction of the proper supervisory personnel of the Company, except in cases of emergency and when prior authority cannot be obtained.

(h) Overtime compensation will be computed on the basis of the nearest six-minute unit of work.

(i) When an employee is required to work overtime for which compensation is due, he will receive written verification of the number of hours worked and the rate of compensation for those hours.

(j) Time off will be provided as necessary to accomplish the route check. If a route check exceeds his normal workday, compensation will be at the straight time rates for all hours required to complete the route check beginning one (1) hour prior to gate departure. On international route checks, dispatchers will be provided the same accommodations and transportation to and from the hotel with the flight crews. The Company will provide eight (8) hours rest, free of all duty.

(k) An employee required to work on a holiday that is the employee's day off will receive holiday pay at the rate of double time and one-half (2 1/2). Under no circumstances will an employee be paid more than double and one-half (2 1/2) times when a holiday worked coincides with the first or subsequent day off.

(l) It is recognized and contemplated that there will be open shifts occasioned by unanticipated absences. When in the determination of management such open shifts must be filled, an employee in the appropriate classification will be utilized to cover the open shift. An employee not covered by the provisions of this Agreement will not be utilized to fill such open shifts for the purposes of avoiding the payment of overtime to an employee in the appropriate classification. This provision is not intended to preclude the utilization of employees not covered by this Agreement for training purposes.

(m) Any changes to local overtime rules as defined in this Article must be approved by the Managing Director Dispatch Operations and the President TWU Local 542.

