

ARTICLE 3 - HOURS OF SERVICE

(a) The workday will consist of a twenty-four (24) hour period beginning at twelve o'clock midnight and a regular day's work will consist of up to eight (8) hours commencing with scheduled brief time, and including any scheduled de-briefing period. For simulator pilot instructors in training or traveling to an off-site training facility, the duty day may extend up to ten (10) hours.

(b) All time worked in any continuous tour of duty will be considered as work performed on the day in which the work day started.

(c) Work schedules will be posted for selection monthly. Bids will be posted on centrally located bulletin boards no later than six (6) days prior to the effective date of the work schedule. Bid awards will be posted no later than three (3) days prior to the effective date of the work schedule. If extraordinary circumstances prevent posting or awarding within this time schedule, the company will make every effort to adhere as closely as possible to such schedule. If the schedule of posting and awarding bids is not complied with for two (2) consecutive months, representatives of the Company and the Union will promptly confer in an attempt to resolve the situation.

(d) Work schedule/s, as referred to in this Article, encompass hours of work and scheduled days off only. The assignment of specific work duties on days of work remain the prerogative of the Company or as stated in Article 2.

(e) Work schedules will be generated and proffered to the Instructors in each work unit for bid as follows:

(1) Scheduled duty days (including **W and PD** days), scheduled days off and scheduled start times for all known and anticipated training (except no start time on **W** days) listed in organized "lines of work" will be proffered to each work unit of Instructors and awarded in order of seniority (except in (7) below) to the Instructors submitting bids.

(a) Recurrent training for Instructors that falls outside their vacation months may be posted on a bid line in the monthly work schedule. Bid lines will adhere to Article (3)(e)(4) and the bid line will be adjusted, as necessary, to include 20 days of work.

(b) Known Leaves of Absence will also be posted on a bid line in the monthly schedule, with the same understanding in (a) above.

(c) Designated Observations days for Standardization Coordinators will not be planned in advance. After the bids are released, the Section Supervisors will **confer with Standardization Coordinators**

and designate the days on which Standardization Coordinators will observe the work of other instructors. Designated observation days will not be planned for W days. **However, Standardization Coordinators may voluntarily elect to perform standardization duties on their assigned W day(s).** The replaced work will go below the line and be covered in accordance with paragraph (ef) of this Article. If required, Standardization Coordinators may be used on the designated observation day to support the training schedule. In this case, the planned observation will be re-scheduled.

(2) Schedules, once awarded, may be changed with seven (7) days notice. **This may only be done** due to unforeseen circumstances such as, but not limited to, equipment breakdown, student cancellation, or other conditions outside the control of the Company. However, schedule start time(s) may be changed up to two (2) hours from the schedule - (basic start time) with twelve (12) hours notice, however, such notice may be waived by the employee.

(3) The monthly work schedule may provide work patterns of up to seven (7) consecutive workdays; however, such seven (7) days may be extended under the proffer or assignment provision of the coverage of open schedules, by month to month schedule bids, or by scheduling adjustments required by law.

(4) A minimum of two (2) days off duty will be scheduled before or after four (4) or five (5) consecutive workdays, and three (3) days off duty time will be scheduled before or after six (6) or seven (7) consecutive workdays. Per (b) above, the second day of a continuous duty period is considered as one of these days off. The above day off minimums do not apply to scheduled workday patterns created by month to month schedule bids or assignments to work on day(s) off outlined in (f) (2) below.

(5) Duty periods will be scheduled to provide a minimum of ten (10) hours off between work assignments. Scheduled debrief periods will not be considered as part of the ten (10) hour rest period.

(6) Whenever a number of W or RG days are scheduled ~~for in any~~ month within a work unit, they will be distributed as equitably as practical among the lines of work offered for bid. All W days may be moved prospectively, with the consent of both the instructor and the Company. ~~The company will not use W days for either PD or instructor training (IT) assignments, without the instructor's consent.~~

(7) ~~When an instructor has been awarded a vacation, Schedulers~~ Planners will cover ~~such instructor vacation~~ periods by offering a line on the bid sheet containing a set of days identified as "vacation ~~relief~~ days" (VR) days.

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The Instructor awarded these VR days, (if not the vacationer) will assume the schedule of the vacationer without regard to (e) (3) and (4) above.

Each instructor is encouraged to contact his planner 25 days or more before the beginning of the month in which he has planned a vacation. A vacation line will then be built for that instructor; and regardless of seniority, that instructor has first bid at his line. If two or more vacations coincide within the same work unit and the core vacation period is congruent, those selections will be awarded in accordance with seniority. If the instructor(s) does not bid his line, ~~work unit normal seniority, precedence will apply for any other instructor(s) bidding these lines~~ prevails.

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In an effort to encourage each employee to bid his vacation line, the Company will guarantee a minimum of four days off in conjunction with the core vacation period if the employee bids his own vacation line. For example, an employee bidding his own line with a one week vacation (five (5) days) would be guaranteed a minimum of four (4) additional days off for a total of nine (9) days. An employee bidding his own line with a two (2) week vacation (ten (10) days) would also be guaranteed a minimum of four (4) additional days off plus (2) days between the core vacation periods for a total of sixteen (16) days. **All days off scheduled in conjunction with the vacation period will be considered part of the vacation. During this vacation period, the instructor may be proffered overtime if no other instructor is available, but they cannot be assigned overtime.**

(8) Work awarded by bid, then subsequently cancelled, will retain the original start time. These days will be referred to as CW- and will be subject to reassignment, within the parameters of paragraph (f) below.

(f) Coverage of open schedules on a day-to-day basis will be accomplished as follows:

(1) Reschedule an Instructor whose training assignment has been eliminated (CW) to a new start time, but within the basic start times as outlined in (e)(2) above. **The instructor will be in the local area. He may either be on call at home or at an agreed upon contact point until released by scheduling, but no later than 1630. Alternatively, he may arrange to call scheduling at agreed upon intervals within the basic start times as outlined in (e)(2) above if he is not available at the normal contact point. A cell phone is an authorized, valid contact point.**

(2) Proffer to Instructors whose training assignment has been eliminated that would require them to change their start time outside (either earlier or later) than the basic shift start times outlined in (e)(2) above.

(3) Assignment of Instructors on an unassigned work day (W day)-. Whenever more than one Instructor within a work unit is scheduled for the same W day, Schedulers will assign by day in order of the Instructor who has been recalled on W days the least number of times during that month. If two (2) or more Instructors are equal in this regard, then assignment will be made in reverse order of seniority.

An Instructor scheduled for an unassigned work day (W day) may be assigned by the company prior to such W day. ~~If~~ If not assigned to a specific work schedule on a W day, the Instructor will be in the local area either, (a) ~~be~~ on call at home or at an agreed upon contact until released by scheduling, but no later than 1630, or (b) he will arrange to call scheduling at agreed upon intervals throughout the day, if he plans to vacate the normal contact point. A cell phone is an authorized valid contact point.

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(4) Adjust the assignment of an Instructor presently on duty as outlined in (e) (2) above. For a ground school assignment:

(a) If there are two (2) RGs scheduled with no W days scheduled, and there is a total of thirteen (13) students or less in both RGs, the classes may be combined and the senior instructor will be given his choice of work. If there are two (2) RGs scheduled on the monthly bid sheets, the rooms identified on the bid sheet are for scheduling purposes only.

(b) If there is work below the line and there may not be adequate W days to cover open work, an RG instructor may be given a CW/RA if the open work is within the timeframe of (e)(2) above and the combined student total in both RGs is thirteen (13) students or less. Scheduling determines "adequate" W day coverage to preclude unnecessary overtime. If scheduling decides to give an RG instructor a CW/RA, the senior instructor will be given his choice of work.

(5) Overtime coverage sequence

(a) Proffer to Instructors on a scheduled day off or on a CW day (outside the basic start time as defined in (e)(2) above) beginning with **the** Instructor **on** the top of the overtime distribution list. If two or more instructors are equal in the last day worked, the proffer will be by occupational seniority for those instructors. Once such proffer has been accepted and worked, that Instructor's name will be moved to the bottom of the list for the purpose of proffering future overtime.

(b) Assign overtime to the most junior available instructor on a scheduled day off who did not work an overtime day during the same day off sequence. However, if the junior available instructor has already been assigned overtime that month, and there is another instructor on that day off who has not been assigned, then the instructor who has not been assigned will be assigned in reverse order of seniority. This will also apply for the second assignment, third, and so on; except that there is a limit of 5 overtime assignments per month, per instructor. This applies to all instructors whether or not they are on the overtime list.

(c) Then assign to the most junior Instructor available on a scheduled day off. An instructor may decline to have his name placed on the overtime seniority list by so stating in writing to the Company. This option may be rescinded by the Instructor in writing, with ten (10) calendar days notice to the scheduling department. The Instructor would then be placed on the overtime list in his proper order of seniority. This does not prevent the Company from assigning overtime when applicable.

(6) If previously unassigned work which is the responsibility of the Simulator Pilot Group becomes available, the work will be offered to Simulator Pilots to work two simulator periods in one day prior to assignment of a Check Airman to such work. When the offer of a second simulator period is made, the following restrictions will apply:

_____ (a) The instructor must voluntarily accept the assignment.

_____ (b) The instructor must attend the briefing and attend the debriefing session (if required). The interval between the two periods must be sufficient to complete the first scheduled debrief (if required) before beginning the briefing for the second scheduled period.

_____ (c) The time off between the end of the second period or debrief (if required) and the scheduled report time for the next calendar day must be at least nine (9) hours. If the time off is at least nine (9) hours, the next day's normal schedule is paid at regular rates.

_____ (d) The offer will be made to these instructors in the same order as overtime is offered.

_____ (e) If an instructor wishes to accept a trade that requires him to work a double shift then he may do so if 1) his supervisor approves the trade, 2) it meets the requirements the above and 3) it does not generate any additional cost to the Company.

(67) Prior to assigning the junior available Instructor on a scheduled day off, Part Time ~~and Associate~~ Instructors may be utilized to provide AA training coverage.

(78) If under steps (5) or (6) above, a full-time Instructor works on a scheduled day off, such Instructor will be compensated for that day as specified in Article 6 (Overtime). Under the provisions of steps (5) or (6) above, an Instructor may exceed the scheduled work day maximums outlined in (e)(3) above.

(89) In the routine coverage of open time for the next day, an Instructor will be bypassed for an overtime assignment if a reasonable attempt at notification is unsuccessful. "Reasonable" attempts may vary dependent on the volume of open schedules to be covered but will normally consist of at least three (3) calls spaced thirty (30) minutes apart up to 1530 for work assignments commencing prior to 1200 the following day. An instructor will be bypassed for GSW overtime if their duty location is other than DFW/GSW. An instructor assigned to a duty location other than DFW/GSW, and on a day off, will be the first eligible for OT overtime at that location

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(910) An Instructor will be bypassed for overtime work arising the same day if a reasonable attempt at notification is unsuccessful. The word "reasonable" is described as no less than two (2) attempts spaced thirty (30) minutes apart unless such time intervals will not permit the orderly notification and coverage of such work assignment.

(g) An Instructor will not be scheduled to exceed twenty (20) work days in a calendar month. The first quarter of each year shall be divided into three (3) thirty (30) day contractual months; thus, the month of January will run from January 1 through January 30; the month of February will run from January 31 through March 1; the month of March will run from March 2 through March 31. Bid postings will reflect those thirty (30) day months accordingly.

(h) When the Company determines that it is necessary for a specific instructor to be rescheduled for an assignment, such as continuity of training, and it affects the most eligible instructor on the overtime list, as defined in (f)(5) above; then, that "most eligible instructor on the overtime list" will be given a W day. This W day is for any ~~other pop-up~~ **unscheduled** work on that day, and will be paid at time and one-half rates.

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