

Tentative Agreement

**ARTICLE 5 –HOURS OF SERVICE**

- A. For purposes of computing pay, the work week shall begin at 0000 hours Monday morning, and last through and until 2359 hours Sunday evening and includes any tour of duty that begins during this period.
- B. For full-time employees, a work week will consist of (i) five (5) scheduled work days, and two (2) consecutive calendar days off, or (ii) four (4) scheduled work days and three (3) consecutive calendar days off, except for:
  - 1. schedule rebids;
  - 2. employee shift trades; or
  - 3. open-time/relief employees as described in Paragraph D below.
- C. For part-time employees, a work week will consist of a minimum of two (2) consecutive days off.
- D. For open-time/relief employees, a minimum of four (4) scheduled days off will be provided within each two (2) week pay period. The Company will make every effort to post lines of work with consecutive days off each week.
- E. A work day shall be a twenty-four (24) hour period beginning at 0000 hours local time. All consecutive time worked in any tour of duty, including overtime and shift trades, shall be considered as work performed on the day during which the employee's regular shift began.
- F. Shift periods for full-time employees will be as follows:
  - 1. A full-time shift for an employee whose work week consists of five (5) scheduled work days will consist of eight and one-half (8.5) consecutive hours, including a one-half (0.5) hour unpaid meal period.
  - 2. A full-time shift for an employee whose work week consists of four (4) scheduled work days will consist of ten and one-half (10.5) consecutive hours, including a one-half (0.5) hour unpaid meal period.
- G. Shift periods for part-time employees will be a minimum of twelve (12) hours per work week and a maximum of thirty (30) hours per work week.
  - 1. In Class I stations, shift periods for part-time employees will be a minimum of four (4) consecutive hours and a maximum of six and a half (6.5) consecutive hours per day.
  - 2. In Class II stations, shift periods for part-time employees will be a minimum of three (3) consecutive hours and a maximum of six and a half (6.5) consecutive hours per day.
  - 3. In all reservations locations, shift periods for part-time employees will be a minimum of four (4) consecutive hours and a maximum of six (6) consecutive hours per day, except for Saturdays and Sundays, when the Company may schedule a part-time employee for a maximum of ten and one-half (10.5) hours; provided however, that no more than fifteen percent (15%) of the schedule bid lines at each location contain shifts of more than six (6) consecutive hours per day.
- H. Reservations employees will be provided one (1) five (5) minute work readiness period on each scheduled workday. The timing of the work readiness period shall be designated by the Company at its discretion. Reservations employees shall use this**

Tentative Agreement

**work readiness period to review Company-issued communications and notices directly impacting their Reservations work.**

- I. Break and meal periods shall be as follows; provided, however, that to the extent applicable law requires that employees covered by this Agreement be provided with different break and meal periods than are set forth in this Agreement and such law cannot be waived by the parties, an employee shall be entitled to the more generous break and meal period schedule provided by applicable law or this Agreement:

Scheduled Shift	Paid Breaks/Unpaid Meal Periods
3.0 – 4.9 Hours	One 15 minute paid break.
5.0 – 6.5 Hours	One 15 minute paid break or one 30 minute unpaid meal period except in reservations centers an employee who is scheduled for 6.0 hours shall receive two 15 minute paid breaks.
6.6 – 7.9 Hours	One 15 minute paid break and one 30 minute unpaid meal period
8.0 – 10.5 Hours	Two 15 minute paid breaks and one 30 minute unpaid meal period.

1. Breaks may not be scheduled concurrent with the meal period, start time or end time of a shift, except as provided in Paragraph I.3 below.
- J. Meal periods shall be assigned as follows:
1. The Company will make every effort to provide meal periods within ninety (90) minutes before or after the midpoint of a scheduled shift, except as provided in Paragraph I.3 below. An employee who, at Company request, is unable to begin his meal period during such time will be provided a thirty (30) minute meal period paid at straight time rates.
  2. An employee who, at Company request, is unable to take any meal period will receive pay for the thirty (30) minute meal period at time and one-half (1.5) rates.
  3. In all reservations locations, employees who are scheduled for eight and one-half (8.5) hours or more may elect a creative break schedule. The following choices for break pattern selection will be selected by employees at bid time and will remain in effect for the duration of the bid:
    - a. 15 minute break (paid) and 45 minute lunch (30 minutes unpaid and 15 minutes paid);
    - b. 45 minute lunch (30 minutes unpaid and 15 minutes paid) and 15 minute break (paid);
    - c. 30 minute lunch (unpaid) and 30 minute break (paid);
    - d. 60 minute break or lunch (30 minutes paid and 30 minutes unpaid); or

## Tentative Agreement

e. 15 minute break (paid) and 30 minute lunch (unpaid) and 15 minute break (paid).

K. In the event that circumstances beyond the Company's control as defined in Articles 12 and 15 (e.g., acts of God, strikes, etc.) cause the operation to be reduced or stopped, the Company may release employees from duty. In the event full-time employees are released from duty pursuant to this Paragraph, employees who have reported for work and are released will be paid for actual hours worked or a minimum of four (4) hours whichever is greater. In the event part-time employees are released from duty pursuant to this Paragraph, employees who have reported for work and are released will be paid for actual hours worked or a minimum of two (2) hours, whichever is greater. Based on the needs of service, the Company will identify affected employees to be released from their shifts and solicit volunteers, and where there are insufficient volunteers, employees will be released in reverse seniority order.

Employees released from duty under this provision may elect to be paid for that time in a shift not paid in accordance with the above by using unbid vacation, or the time off shall be unpaid.

L. The following will apply to schedule bidding:

1. Separate work schedules will be posted for each applicable duty assignment in paper form at a station or location or in the Company's electronic scheduling system. Award of work shifts, including scheduled start time, shift length and scheduled days off, shall be based on Passenger Service seniority. The Company will meet with the Association (telephonically or in person) to consider input from the Association when establishing shift schedules at each location; provided, however, that the Company may proceed without the Association's input if an Association representative is not available.
2. Employees will be given a minimum of fourteen (14) days notice when a schedule rebid is to take place. Work schedules, with seniority rosters and bid times where applicable, are posted for bid by active employees as far in advance as practical, or a minimum of seven (7) calendar days. The posting shall contain the scheduled start time, shift length, scheduled days off and effective date. Once the bidding process is completed, schedule bid awards will be posted in paper or electronic form at a station or location, a minimum of fourteen (14) calendar days, or seven (7) calendar days for open-time/relief, prior to the effective date of the new work schedule. The Company will post schedule bid awards for open-time/relief in the Company's electronic scheduling system as soon as practical, and will make all reasonable efforts to do so no later than five (5) calendar days prior to the effective date of the new work schedule. The Company will post all other schedule bid awards in the Company's electronic scheduling system as soon as practical and will make all reasonable efforts to do so no later than fourteen (14) calendar days prior to the effective date of the new work schedule; provided, however, that if the Company establishes an electronic scheduling system that is remotely accessible by employees, the Company may post all other schedule bid awards at airport locations no later than ten (10) calendar days prior to the effective date of the new work schedule and at reservations locations no later than eight (8) calendar days prior to the effective date of the new work schedule.
3. At airport locations **that do not bid electronically**, employees will be allowed to bid in person at their appointed bidding time. ~~At reservations locations, employees shall continue to bid electronically. Employees a~~At airport locations **that bid electronically, employees** who are working at their appointed bidding time will be

## Tentative Agreement

released for a sufficient amount of time in order to bid with no loss of pay. If unavailable to bid, employees may bid by proxy or by other means established by local management (e.g., electronically or telephonically). At airport locations, Employees who bid electronically shall receive an electronic mail confirmation of receipt of their bid within ~~twenty-four (24)~~ one (1) hours of its submission, when that functionality is available in the electronic bidding system. An employee at a reservations location shall receive training in the bid system. At reservations locations, employees who bid electronically shall receive an electronic confirmation of receipt of their bid the next calendar day.

4. The Shop Steward on duty or other on duty employee designated by the Association is allowed to be present during the bidding process if not electronic, and is allowed to review the results of the bidding process if electronic.
  5. An active employee who fails to bid will be assigned an available work schedule within his duty assignment after completion of the bid. An active employee who reports late for bidding, but while the bidding process is ongoing, will be permitted to bid on remaining available lines at the time he reports.
  6. An employee on an authorized leave of absence as defined in Article 17 of this Agreement, or off due to occupational injury or on a Company temporary deployment on the date a bid is posted will not be permitted to bid. This provision does not apply to employees on intermittent Family Medical Leave, Jury Duty, Bereavement Leave, Short Term Union Leave or annual two (2) week Military Reservist Training. Employees returning to active duty will be assigned to their previous duty assignment. Such employees who were not permitted to bid the most current work schedule will be assigned a shift and days off within their duty assignment consistent with their seniority. If needs of service do not allow the employee to be assigned a shift and days off consistent with their seniority, the Company will rebid the work schedule within thirty (30) days of the employee's return to active duty.
  7. Each scheduled line of work will contain the same days off each week and will contain the same shift start time on the same day of each week throughout the bid period, except where otherwise provided for in this Agreement.
  8. Work schedules will be rebid based on the needs of the service or a minimum of three (3) times per calendar year and will not remain in effect longer than one hundred fifty (150) days.
- M. During a bid period, if it becomes necessary to temporarily adjust employees' work schedules, duty assignments, scheduled start times or scheduled days off, the following procedures shall apply to affected employees:
1. When it becomes necessary to adjust scheduled days off, employees subject to adjustment will be given a minimum of five (5) calendar days' notice.
  2. When it becomes necessary to adjust scheduled start times, employees subject to adjustment will be given a minimum of forty-eight (48) hours notice.
  3. Employees may be reassigned between duty assignments/classifications and job assignments on a given shift based on the needs of the service.

## Tentative Agreement

4. The Company will identify the affected employees, considering existing staffing levels in classifications, job assignments/duty assignments, starting times and/or days off. Schedule adjustments and reassignments involving changes to shift start times and/or days off will be offered to affected employees in seniority order. When the Company knows that a temporary change to a duty assignment will last more than one (1) day, days beyond the first day will be offered to qualified employees in seniority order.
  5. When there are insufficient volunteers, employees will be assigned in reverse seniority order, and if an adjustment is expected to exceed thirty (30) days in duration, then within the first thirty (30) days after such adjustment, the Company shall post the work schedule in the affected duty assignment for rebid as provided for in Paragraph ~~L~~ **K** above.
- N. Employees temporarily assigned to a higher rated classification shall be paid the applicable rate for all time worked in such classification. Employees temporarily assigned to a lower rated classification shall not have their rates of pay reduced.
- O. Employees returning from furlough, transferring or displacing into the classification and/or duty assignment who were not permitted to bid the most current work schedule will be assigned an available work schedule (shift start times and scheduled days off) within the duty assignment until the next work schedule rebid.
- P. The Company will establish as necessary the number of employees for the needs of the service on each shift in all duty assignments at any location, subject to the terms of this Agreement.
- P. Shift Trades

An employee may trade shifts or days off with another qualified employee in the location within the group, **except employees in the reservation group who may trade with any other qualified employee in the group regardless of location if manual processing is not required,** in accordance with the following provisions; provided, however, that to the extent applicable law requires the Company to pay any employees covered by this Agreement for shift trades at overtime wage rates and such law cannot be waived by the parties, such affected employees will not be eligible for shift trades:

1. The request must be in writing and signed by both employees involved and submitted for approval to the appropriate local administrative area, or submitted electronically where a location utilizes Workbrain or a similar electronic reporting method.
2. Employees are expected to submit shift trades as far in advance as practical. The deadline for submitting shift trades is **4 ~~6~~:00** PM local time for any shift trades to be effective the following day, except that at all reservations locations, the deadline will be ~~one (1) hour~~ **thirty (30) minutes** prior to the trade to be worked. The Company in its discretion may approve an untimely shift trade request based on extenuating circumstances.
3. Employees who trade shifts become responsible to work the shift so agreed to as if it were part of their regular work schedule. Employees shift trading to work another employee's shift will assume the lunch/break **and duty assignment** schedule associated with that shift.
4. Probationary employees, as defined in Article 22 of this Agreement, are not eligible to participate in shift trades under these provisions until they have completed ~~one~~

Tentative Agreement

~~hundred and twenty (120)~~ **ninety (90)** calendar days of active service employment which will include training.

5. No overtime payment will be paid to an employee as a result of working another employee's shift under these provisions. The employee who trades to work will be compensated at straight time rates for the hours worked.
6. An employee who has an approved shift trade to work for another employee may shift trade this entire obligation with one other employee and this shift trade will count toward the ~~quarterly~~ **semi-annual** maximum as described in Paragraph P.11 below.
7. An employee at an airport or travel center may trade their full shift or a portion thereof with up to two (2) other employees. A partial trade shall be for a minimum of one (1) hour, and thereafter in ~~one-half (0.5) hour~~ **fifteen (15) minute increments** (e.g., one (1) hour, one **hour** and ~~one-half (1.5)~~ **fifteen (15) minutes, one hour and thirty minutes (1.5)**, etc.). The trade(s) in relation to a shift will count as a single transaction towards the ~~quarterly~~ **semi-annual** shift trade maximum as described in Paragraph P.11 below.
8. An employee at a reservations location may trade their full shift or a portion thereof with up to ~~four (4)~~ **six (6)** other employees, **if manual processing is not required**. A partial trade shall be for a minimum of ~~one (1) hour~~ **thirty (30) minutes**, and thereafter in fifteen (15) minute increments (e.g., ~~one (1) hour and fifteen (15)~~ **forty-five (45) minutes, one (1) hour, and thirty (30) one hour and fifteen (15) minutes**, etc.). The trade(s) in relation to a shift will count as a single transaction towards the ~~quarterly~~ **semi-annual** shift trade maximum as described in Paragraph P.11 below.
9. At airport locations and travel centers, shift trades resulting in an overlap of up to one-half (0.5) hour during the first and last thirty (30) minutes of the scheduled shift may be approved subject to the needs of service.
10. Employees may work a maximum of sixteen (16) hours during a twenty-four (24) hour period, i.e., 0000 hours through 2359 hours, as a result of shift trades, excluding meal periods. Employees will be permitted to work, excluding meal periods, up to fourteen (14) hours on consecutive days as a result of shift trades.
11. Employees may shift trade off their regularly scheduled shift a maximum of ~~thirty two (32)~~ **sixty four (64)** times per ~~calendar quarter~~ **each six (6) month period from January 1<sup>st</sup> through June 30<sup>th</sup> and July 1<sup>st</sup> through December 31<sup>st</sup>**. A shift trade involving an exchange of shifts in a ~~thirty (30)~~ **ninety (90)** day period will not count toward the ~~thirty two (32)~~ **quarterly semi-annual** maximum.
12. Cancellation of an approved trade must be submitted on the appropriate form, electronically or on paper, and submitted within the same time frames established for submission of shift trades. If a trade is cancelled, it will not count toward the ~~quarterly~~ **semi-annual** maximum.
13. In circumstances where shift trades have been approved and where the employee who is scheduled to work for another employee is unable to do so (e.g., due to a leave of absence (paid or unpaid), transfer, termination, jury duty, schedule rebid, occupational injury), the Company reserves the right to cancel an approved shift trade provided ten

## Tentative Agreement

(10) days notice is given to affected employees. **The Company will notify employees of shift trade cancellations electronically.**

14. Employees shift trading to a lower rated classification shall not have their rates of pay reduced. Employees shift trading to a higher rated classification shall not receive a premium.
- Q. Employees may not be scheduled for less than ~~an eight (8)~~ **nine (9)** hour rest period between shifts, **except HBR employees, who may be scheduled for a rest period no less than eight (8) hours.** This provision does not apply to employees who voluntarily bid into situations involving less than ~~eight (8)~~ **nine (9)** hours of off duty time or participate in shift trades which result in less than ~~eight (8)~~ **nine (9)** hours of off duty time.
- R. Severe Weather/Natural Disaster

1. Employees are expected to make every reasonable effort to report to work during periods of inclement weather (e.g., snowstorms, ice storms, haboobs, hurricanes, tornados, earthquakes, etc.). Employees are not required to report to work if travel is prohibited by state or local authorities. Employees who are verifiably unable to report to work or report late to work during these conditions may account for lost time in one of the following ways:
  - a. unbid vacation; or
  - ~~b. accrued compensatory time (where applicable); or~~**
  - b. make up time (the employee will be eligible to work a like period of time on a scheduled shift at a time selected by the employee. Such employee will notify the Company of the shift to be worked as far in advance as practical but no later than the day prior to the shift they have selected to work. The shift must be worked within thirty (30) calendar days of the absence and will be paid at straight time rates); or
  - c. If the employee does not elect one of the options above, the absence will be unpaid.
2. If less than a full complement of employees is required due to severe weather, employees at affected locations may be granted time off within the group, classification, duty assignment and shift in seniority order. Employees granted time off under this provision may elect to be paid using unbid vacation or may take the time off as unpaid.
3. As a result of severe weather/natural disaster, the Company may in its discretion provide hotel rooms, meal vouchers and transportation to and from the hotel to those employees necessary to maintain the operation.

## S. Definition of Qualified

“Qualified” as used in this Article shall mean an employee who is trained and possesses current knowledge that enables the employee to perform all job functions of a duty assignment as well as any necessary clearances (e.g., security).

Tentative Agreement

T. Reservations Flextime

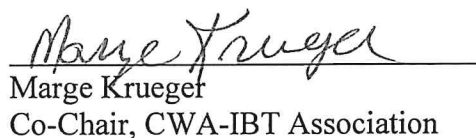
1. Reservations flextime shall be pursuant to Company policy.
2. Before the Company changes its policy regarding reservations flextime, it shall meet and confer with the Union regarding any proposed changes at least sixty (60) days in advance of any changes.

Tentative Agreement

For the Company:

For the Union:

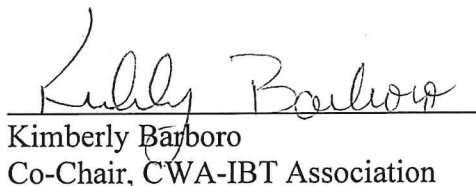
  
Lynn Vaughn  
Managing Director of Labor

  
Marge Krueger  
Co-Chair, CWA-IBT Association

12 / 7 / 23  
Date

12 / 7 / 23  
Date

Jerry Glass

  
Kimberly Barboro  
Co-Chair, CWA-IBT Association

Date

12-7-23  
Date