

## **ARTICLE 6**

### **HOURS OF SERVICE**

#### **A. Work Hours**

The normal scheduled work week for full time employees will consist of forty (40) hours with five (5) scheduled work days and two (2) consecutive days off, and for employees normally scheduled for four (4) work days of ten (10) hour shifts, three (3) consecutive days off. Part time employees may normally be scheduled for varied hours depending on operational needs up to a maximum of thirty (30) hours per week. Part time employees will be required to work fifty percent (50%) of their scheduled hours. An employee may be released from work in seniority order by work group and shift when flight schedules are cancelled or changed for any reason. If an insufficient number of volunteers agree to be released, employees will be released in inverse seniority order.

#### **B. Meal Periods**

For shifts scheduled for six (6) hours or more, an employee will be given a thirty (30) minute unpaid meal period. Reasonable attempts will be made to provide an uninterrupted meal period between the 3rd and the 6th hour of the shift. An employee who is required to work through his meal period will either be paid at the applicable rate for his meal period or, upon mutual agreement of the employee and his manager, released from work thirty (30) minutes before the scheduled end of the shift. An employee who is not provided his full thirty (30) minute meal period will be paid at the applicable rate for the entire meal period or, upon mutual agreement of the employee and his manager, released from the work thirty (30) minutes before the scheduled end of the shift.

#### **C. Rest Breaks**

1. The Company will make every reasonable effort to ensure that employees are provided two (2) fifteen (15) minute break periods for a scheduled shift of at least eight (8) hours.
2. Employees may use non-work periods as break time, or if there is no non-work down-time, an employee on a scheduled shift of at least eight (8) hours and his supervisor will mutually agree on a break period.
3. To the extent applicable law requires that employees covered by this Agreement be provided with different meal periods than are set forth above, and such law cannot be waived by the parties, an employee shall be entitled to the more generous meal period schedule required by law or this Agreement.

#### D. Schedule Bids

1. The Company will post at each station a work schedule bid, which will include shift start times and days off other than open time lines in D.7. If applicable, separate work schedule bids will be posted for each position required at a station. Work schedules will be bid at least once every six (6) months. The Company will meet with the Union (telephonically or in person) to consider input from the Union when establishing shift schedules at each location; provided however, that the Company may proceed without the Union's input if a Union representative is not available.
2. Work schedule bids will be posted and will remain open for at least fourteen (14) days.
3. Work schedule bids will be awarded in order of classification seniority and based on their full time or part time status to employees who have completed any necessary training and are qualified to perform the work being bid. Bids will be awarded at least fourteen (14) days before the start of the next bid period.
4. Permanent shift trades (i.e., for the entire bid) will be considered provided they are received no later than the seventh (7<sup>th</sup>) day of the posting period and are cost neutral to the Company.
5. If no bid is received from an employee by the bidding deadline, he will be assigned a work schedule in an open position for which he is qualified, if available. Such assignments will be made in seniority order after all submitted lines have been awarded.
6. An employee on an authorized leave of absence will not be eligible to bid a work schedule if his projected date of return to service is later than the end of the current bid period. Such an employee who returns to service during a bid period for which he was ineligible to bid will be assigned a work schedule. If multiple work schedules are available, the employee may select the work schedule.
7. Open time lines may be used to cover vacation, leave of absence, training and terminations. If more than one (1) open line exists, open time employees may select from such lines in seniority order.

#### E. Shift Start Times

The Company will establish shift start times based on the needs of the service.

#### F. Shift Trades

1. Qualifications permitting, employees will be permitted to trade shifts with each other.
2. A shift trade must be requested with reasonable advance notice on the appropriate form or method and approved by the manager or the designee. Approval for shift trades will not be unreasonably withheld.
3. Each employee will be responsible for his own attendance on the date and times of the approved trade. Once approved, the shift trade shall not revert back to the original owner unless by mutual agreement between the employees involved and the Company.
4. The number of shift trades that an agent may work is not limited except that each employee must have at least one (1) day off in every seven (7) consecutive days and no employee may work more than three (3) consecutive full time equivalent shifts in a row.
5. Shift trades between full time and part time agents are permitted.
6. Permanent shift trades shall be administered in accordance with Paragraph D.4 above. Partial shift trades, one way shift trades, and multiple shift trades are subject to management approval.
7. Full time employees are expected to average thirty-two (32) hours to maintain full time status. If an employee does not maintain these hours over a three (3) month period, the Manager will address the issue individually with the employee. The employee will be given a three (3) month period to increase his hours. If the employee fails to maintain the necessary number of average hours, the employee will be required to bid on a part time line at the next bid. The employee will be prohibited from bidding on a full time line for twelve (12) months.
8. A shift trade between a supervisor and an agent is permitted subject to manager approval. If the swap is allowed, no pay adjustment will be made.
9. No overtime will be paid as a result of a shift trade.

The Company may deny any trade request if granting the request would require the Company to pay overtime to either or both employees under applicable law.

10. Violations of the shift trade policy may result in the loss of shift trade privileges.

#### G. Minimum Hours

An employee who is called to report to work on his day off will receive a minimum of four (4) hours of pay.

#### H. Severe Weather or Acts of God

1. Employees must make every reasonable effort to report to work during periods of inclement weather. Employees are not required to report to work if travel is prohibited by state or local authorities.
2. The Company will inform the employees as soon as practical when operations are reduced or cancelled and employees are not required to report to work. If less than a full complement of employees is required due to severe weather, employees may be granted time off within the work group and shift in seniority order.
3. In the event an employee is late or fails to report due to severe weather conditions (as described in 1 above), the absence will be unpaid unless he opts to use a DAT vacation day or personal day.
4. The Company will inform employees of any transportation news of which it knows that may affect their ability to leave the airport.