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UNION NEWS

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Approved for posting,

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Nothing Was a Gift – The Evolution of Overtime Rights

These flyers are designed to help members understand how each contract provides a building block for a stronger future and contract language evolves over time. One thing is certain, nothing we have was a gift from the Company. Every word and clause was hard fought with solidarity from those who came before us. This flyer looks at overtime language in the Boeing contract.

1936 CONTRACT – Any time worked in excess of 8 hours in one day shall be paid for at the rate of time and one-half. Any time worked on Saturdays, Sundays, New Year's Day, Washington's Birthday, Decoration Day (later became Memorial Day), Fourth of July, Labor Day, Thanksgiving Day or Christmas shall be paid for at the rate of time and one half (NOTE: holidays were unpaid until 1950 contract).

1938 CONTRACT – Time worked on Sunday or any one of 8 legal holidays shall be paid at the rate of double time.

1940 CONTRACT – On a regular workday first two hours of overtime paid at time and a half; then double time for any additional time. Saturday overtime paid at time and one half for standard shift, additional time will be paid at double the regular rate.

1950 CONTRACT – Company will attempt to meet its overtime requirements on a voluntary basis among the employees. In the event there are insufficient volunteers to meet the requirement, the supervisor may designate and require the necessary number of employees to work the overtime.

Employees receive 8 hours pay for unworked holidays. Employees required to work on a holiday shall receive triple time (double time plus 8 hours holiday pay).

1971 CONTRACT – NEW: Added language "in cases of selective overtime new hires or rehires may be excluded for the first 15 calendar days of their employment."

1983 CONTRACT – NOTE: This was the first contract giving members a right to overtime: First, ask employee regularly assigned to either the machine, job, crew or position; then other qualified employees in the same job classification in attendance when overtime is assigned; if insufficient volunteers are obtained, Company can designate any employee.

Also first contract naming instances where members can be excluded from overtime: (a) If employee is absent during the week except for sick leave, jury duty, witness service, bereavement leave, military leave, authorized union business or previously scheduled vacation; (b) Employee is asked to work weekend and is absent due to illness or bereavement leave the workday preceding overtime; (c) Employee has worked 3 consecutive weekends, 160 overtime hours in the calendar quarter; or 16 overtime hours on the weekend; or (d) Employee's work quality is currently documented as deficient.

Also added: Whole shop can be designated regardless of whether or not employee was absent during the week, except when employee has previously scheduled the use of vacation, bereavement leave or military leave on Friday preceding the weekend.

1986 CONTRACT – (Minor Revision) Management may exclude an employee from overtime, even if the employee is in attendance when the overtime is being assigned, if:

- Four consecutive weekends have been worked by the employee (previously three).
- 200 overtime hours have been worked in the calendar quarter (previously 160).

1989 CONTRACT – Significant overtime improvements after members stand strong in a 48-day strike, as follows:

- 1) You cannot be forced to work more than 144 overtime hours in a quarter.
- 2) All overtime work in excess of 160 hours and after three consecutive weekends will be compensated on a double time basis.
- 3) You cannot be forced to work more than 2 consecutive weekends.
- 4) Working on a Saturday or a Sunday will count as a weekend worked.
- 5) You cannot be forced to work more than 8 hours on a Saturday or Sunday.
- 6) All overtime in excess of the above limits will be worked solely on a voluntary basis. No reprisals will result for refusing overtime (above limits).
- 7) All holidays and weekends consecutive to a holiday will be worked solely on a voluntary basis. The only exception is where necessary for facilities



maintenance.

8) Minor revisions to when management may exclude an employee from overtime, if:

- Two consecutive weekends have been worked (previously four).
- 144 overtime hours have been worked in the budget quarter (previously 200).
- Eight overtime hours have been worked on the Saturday or the Sunday.

1992 CONTRACT – New LOU to clarify 6.10(b) so before employee regularly assigned is designated, others in the job are asked if they want to volunteer, unless Superintendent or his designee approves.

Also clarified exclusion for work quality as being under a Correction Action Memo not to exceed 90 days.

1995 CONTRACT – added in exclusion from overtime in 6.10(b)(2)(a) "absence due to industrial injury or illness."

2002 CONTRACT – LOU #11 revised. Reduced quarterly overtime limit to 128 overtime hours in any budget quarter (previously 144 hours).

LOU #16 revised. Modified 6.10(b) so designated exception is Director approved (previously Superintendent approved).

New paragraph: The Company will provide notification of designated weekend overtime no later than first break on Friday. When emergent situations arise following first rest break, notification of such overtime will be provided as soon as possible.

2018 – MEMORANDUM OF UNDERSTANDING (MOA) This MOA clarifies existing language.

- Limit an employee can be required to work reduced to 112 overtime hours in any budget quarter.
- Mandatory or designated overtime is limited to the shop and shift as defined under your first line manager (LOU #11 limitations still apply).
- Any increment of approved vacation on a Friday, exempts that employee from designated overtime for that weekend.
- Clarification: If a member uses sick leave for reasons allowable under the contract and the law on a Friday and it is not for personal illness, they can be eligible for weekend overtime. However, they must inform their manager that in this instance sick leave use is not for personal illness in order to be considered eligible for the overtime (i.e. dentist appointment, sick child, etc).

