

**Ask-LR-IAM  
Questions and Answers**

1. **Article 4 – Hours of Service  
Relief 08/01/2016**

Q) What does the outage bid cover, is it vacation, is it extended sick, or just what ever the manpower person feels like?

A) In the new April 18, 2016 IAM Agreements, we have replaced Outage Relief and Vacation Relief with Relief. See Article 4.A.7. Relief Lines may be used in two ways, and the station will determine the number of Relief Lines to post each bid.

- Relief lines used to cover lines vacated by other employees for needs such as vacation, illness, jury duty, leave of absence – assignments will match the vacated lines
- Relief lines used to accommodate a change to the operation such as a flight schedule change or call volume change
  - Not required to match current shift bid lines
  - Reviewed with the Local IAM Committee and Local Management at least 5 days ahead of the relief posting
  - Local Committee will respond within 48 hours

2. **Article 1 – Classifications & Vacancies  
Upgrading to a Lead CSR 08/02/2016**

Q) If a person is needed to upgrade to a service director position how is it done?

A) When filling a Lead CSR permanent vacancy, the position will be posted for 7 days and awarded in bid seniority order per Article 1.C.3.b.

Vacancies for Lead positions will be filled by candidates possessing the ability to satisfactorily perform the work in any work status and will be awarded in the following order:

- (i) Employees within basic or Specialty positions in the same classification and Location in bid seniority order;
- (ii) Employees in that classification at other Locations in bid seniority order;
- (iii) Employees covered under this or other collective bargaining agreements between the Company and the Union on a competitive basis; and
- (iv) Other Company employees on a competitive basis before hiring from outside the Company.

When filling a daily need for a Lead position, consideration is given to qualifications and availability, and while not contractually required, relative seniority should be used to differentiate when all else is equal.

3. **Article 4 – Hours of Service**

**Task Completion 08/18/2016**

- Q) Employees will receive no less than 1 hour's pay at the applicable rate for Task Completion, either before or after their shift. Please define their shift. Does this apply to trades?
- A) An employee's shift is any period of time scheduled to work, including their bid schedule, trades, and overtime. Employees are subject to Task Completion whenever they are at the end of any work shift. An employee is not subject to Task Completion if it would cause him/her to work beyond 16 hours in any 24 hour period, or at the end of a 4 hour mandatory overtime assignment. Prior to requiring an employee to work a Task Completion assignment, a Voluntary Offer of Overtime can be made, and a reasonable effort to obtain volunteers for the Task Completion assignment must be made before requiring an employee to work a Task Completion assignment.

4. **Article 5 – Vacation & Holidays**

**Vacation Accrual While on Leave of Absence 08/18/2016**

- Q) Do employees accrue vacation while on a leave of absence? For example, an employee gets 3 weeks of vacation per his/her seniority, but because he/she was out for 3 months last year he/she only accrued vacation for 11.25 days. Does the employee get to take the remaining days as ANP/AUTO or do they only get what they accrued?
- A) Employees are only entitled to vacation they accrue. In your example the employee is only entitled to take 11.25 days. However, if operationally feasible, the station may grant AUTO if the employee requests additional time off.

5. **Article 4 – Hours of Service**

**United Club Bidding 08/21/2016**

- Q) Who is eligible to participate in the annual United Club shift bid?
- A) Only employees that are qualified (either holding a permanent line or in the pool as an alternate) are able to participate in the annual United Club shift bid. However, once per year the station will give non-qualified employees (in bid seniority order) the opportunity to become qualified to a minimum of 10% of the overall pool. Those that meet the qualifications should be granted an interview. We recommend giving non-qualified employees the opportunity to become qualified prior to the annual United Club shift bid. Once this process is complete, if a pool needs to be reduced, it will be done so in juniority order. Anyone reduced from the pool will not be able to participate in the annual United Club shift bid.

6. **Article 7 – Seniority**

**Upgrading to Supervisor 08/21/2016**

- Q) We have a Customer Service Representative who has upgraded as a Supervisor for 4 months. We are aware of the 183 day maximum in a calendar year rule before seniority is impacted, but we would like to know if days off are included in the calculation of the seniority adjustment. In other words, are the 183 days working days or does that encompass all days from the 1<sup>st</sup> day the assignment started?
- A) Employees will incur a Bid date and Furlough Recall date seniority adjustment for time spent in promoted status beyond 183 days for combined periods which exceed 183 days within a 12 month rolling year. The adjustment calculation is from the start of the assignment through the end of the assignment and includes calendar days, or all days from the first day the assignment started including days off.

7. **Article 4 – Hours of Service**

**Task Completion** 08/24/2016

- Q) If I am an agent assigned to the customer service center (CSC) and at the end of my shift there is a long line and I am still helping a customer, the area Supervisor calls "task completion" is my primary job assignment considered completed when I finish with the customer in front of me or when the line is gone?
- A) In the situation you described your primary job assignment would be assisting the customers in line, not just the customer in front of you at the time your shift ends.

8. **Article 4 – Hours of Service**

**Task Completion** 08/24/2016

- Q) If I am a gate agent can a supervisor call "task completion" and send me to the CSC for up to one (1) hour for misconnect passengers?
- A) No, Task Completion is used to complete a task you have already been assigned and started. A Supervisor may solicit volunteers using either the Voluntary Offer of Overtime or Task Completion, but an employee may not be assigned Task Completion for a job assignment they have not been assigned and started.

9. **Article 4 – Hours of Service**

**Task Completion / Mandatory Overtime** 08/29/2016

- Q) If an employee has been assigned to Task Completion with less than 1 hours' notice but it ends up extending past the 1 hour mark, would the employee be entitled to mandatory overtime with penalty for just the time worked after the original Task Completion or all of it?
- A) The employee would be paid for Task Completion at the applicable rate for one full hour. If Task Completion extends to Mandatory Overtime, the employee would be entitled to a minimum of 1.5X their hourly rate for the mandatory hours worked plus the penalty payment of 1.5 hours at straight time for not having more than one hours' notice of the mandatory overtime assignment.

10. **Article 4 – Hours of Service**

**Shift Adjustment of 15 Minutes** 08/30/2016

- Q) We had a flight schedule change and would like to adjust one FT line to start and end 15 minutes earlier. The line is unique. The contract language refers to 'a permanent change of an hour or more requiring a rebid... suggesting that a permanent change of less than an hour is possible?
- A) If you have only one employee on the line that needs to be adjusted by less than one hour, you may do so without a shift rebid as long as you give the employee 7 days notices of the shift change.

11. **Article 3 – Compensation & Benefits**

**Lead Pay when Trading with Basic Employees** 08/30/2016

- Q) Can someone forfeit their Lead/SD pay for a particular working shift? For instance, we allow a Service Director to trade off with a non-SD so that at least a CSR is working. That working CSR may not want SD pay, or we may not deem them qualified, and we don't want to pay them SD pay if they are working as a CSR. Is there any problem on that in terms of someone else noticing and filing for SD bypass pay.
- A) When a basic CSR trades with a Lead CSR, the Company determines where they will use the basic CSR. If the Company decides to use the basic CSR as a Lead, we should reclass the employee to the Lead CSR job code so the employee receives the \$1.75 Lead premium. If the Company decides to use the employee as a basic CSR, the employee would not be entitled to Lead pay. In the latter case, there is no Lead bypass pay since the Company opted to use the employee as a basic CSR instead of a Lead. A Lead CSR that trades with a basic CSR should continue to receive the Lead premium and the Company may use the employee as a Lead CSR even though the employee traded with a basic CSR.

12. **Article 4 – Hours of Service**

**Mandatory Overtime** 08/30/2016

- Q) We notice the four hour maximum rule when working on mandatory OT. Often at night, a flight scheduled to depart at 1030pm (with normal shift ending afterwards) can go on mechanical and require staffing until after 5am. This would mean staying more than 4hours. As long as a CSR doesn't exceed 16hrs in a day and they get their 8hr rest, can they voluntarily exceed the 4hrs on a mandatory OT? Our station wouldn't have oncoming morning shifts to relieve them soon enough for the 4hr rule to be strictly observed.
- A) Every attempt should be made to relieve the employee assigned mandatory overtime at the end of four hours. If you have exhausted all other forms of overtime (including early starts from day shift employees) and the employees working mandatory overtime volunteer to stay you would continue to pay them at the mandatory overtime rate of pay. Please keep in mind that we cannot force employees working mandatory overtime to remain beyond 4 hours.

13. **Article 5 – Vacation & Holidays**

**Vacation and ANP/AUTO** 08/30/2016

- Q) The contract says to give any known vacation (i.e.waitlist) before ANP/AUTO. To what extent should waitlist be allowed? For instance, we manage vacation availability at the beginning of the year by setting limits to stay within budget and operational coverage. If for instance we would allow 3 people off, and one cancels, then we would still let 3 off. But we wouldn't let 5-6 off on vacation just because we could give 2-3 more people ANP/AUTO. By allowing more people off, the waitlist will grow every day with people hoping to use their DAT. Not only does that inflate the vacation spend from what was authorized/budgeted but it lengthens the signup list every day by hopeful people wanting a chance to burn unused VAC before we process those who signed up for AUTO/ANP. What's the best way here?
- A) If it comes down to having any time off available to grant, those on the vacation waitlist should be offered prior to those asking for AUTO. There are no restrictions as to how many employees can be on a vacation waitlist. The station determines their DAT liability and if the station can afford to allow additional employees on a particular day, the station should award from the DAT waitlist first.

14. **Article 4 – Hours of Service**

**Probationary Employees Assigned Mandatory Overtime** 09/10/2016

Q) Can probationary employees be assigned mandatory overtime as well as regular overtime?

A) Yes, probationary employees should be assigned mandatory overtime in reverse bid seniority order, but only if they are qualified and able to perform the work in question. Probationary employees are also eligible for voluntary overtime, but only after all non-probationary employees have been offered and only if they are qualified and able to do the work.

15. **Article 9 – Investigations, Grievances and Arbitration**

**Sending Copies of Discipline to the IAM** 09/10/2016

Q) When an employee is put on an attendance or performance level (Verbal, Written, Termination Warning) we are supposed to give the Union a copy of the documentation. Can the employee request that we do not give them a copy of the letters being issued?

A) Article 9, Paragraph A of 2016 – 2021 IAM Agreements provides that the Company will send copies of all disciplinary action to the Union's local committee. Unlike the option of declining a Shop Steward, there is no contractual provision for an employee to decline sending discipline to the Union. We must send copies of all discipline to the IAM.

16. **Article 4 – Hours of Service**

**Meal Periods for Part-time Employees** 09/10/2016

Q) Is the Company required to establish a meal period window for part-time shifts?

A) No, the 2016 - 2021 Fleet Service and Passenger Service Agreements do not state a meal period window will be established for part-time employees. However, they do state that every part-time employee must be assigned a 30 minute meal period and it should be assigned as close to the mid-point of the shift as possible. If the Company schedules a meal period during the last 30 minutes of a part-time employee's shift, leaving early is not an option. A meal period should only be scheduled during the last 30 minutes of the shift when there are irregular operations and should not be the normal practice. If a part-time employee does not receive a meal period, they are simply paid for all hours worked.

17. **Article 5 – Vacation and Holidays**

**Attaching DATs to Block Vacation** 09/10/2016

Q) If an employee attached 2 DATs to the front end of their block week of vacation and now those 2 days fall on their days off, can they move them forward to the 2 days in front of their RDOs even if one of those days is a holiday?

A) The employee can move their DATs in this scenario, but cannot move a DAT onto a holiday. The employee can try to take the holiday off using holiday reduction or a trade.

18. **Article 4 – Hours of Service**

**Task Completion** 09/10/2016

- Q) What exactly is task completion? Is the task identified as completing every assignment anticipated to close a flight, or is it more specific such as loading the front pit. Also, should all employees on a shift be considered according to their seniority for Task completion assignments, or should the person performing the task be assigned regardless of their relative seniority?
- A) Task Completion is identified as finishing the job assignment that has already begun. For example, a ramp service employee working a departure can be required to stay to complete all aspects of the departure such as loading all bags, removing ground power, removing conditioned air and staying through the push-back of the aircraft. Task Completion for a CSR working a departure may include loading all passengers, verifying the load, removing the jet bridge and closing out the flight. As another example, while closing the last flight of the day, one employee is working a departure at a gate, while another employee is working in the Baggage Service Office (BSO). If the employee in the BSO completes their work by their shift end time they would be allowed to leave. If the employee working the departure gate is not finished by their shift end time, they may be assigned Task Completion. However, prior to assigning Task Completion, we should first solicit volunteers through the Voluntary Offer of Overtime, followed by soliciting volunteers for Task Completion. In any event, Task Completion is not assigned by seniority or juniority.

19. **Article 4 – Hours of Service**

**Task Completion** 09/10/2016

- Q) Night shift agents are told that because they are the last people here that if any delays occur they are automatically on task completion without asking for volunteers or soliciting for OT, is this correct? Who can call task completion, SD or supervisor?
- A) Task Completion may be called by a Lead if the Lead is directed by their Supervisor to do so. Task Completion is used to complete a task for up to one hour that an employee has already been assigned and started. Based on the information you provided in your question, the situation would need to be assessed to determine the anticipated length of the need. If the anticipated need is for less than one hour, a Supervisor or Lead (if directed to do so) may solicit volunteers using either the Voluntary Offer of Overtime or Task Completion, but an employee may not be assigned Task Completion for a job assignment they have not been assigned and started. If the anticipated need is for more than one hour, regular voluntary should be utilized, followed by Mandatory overtime if essential.

Below are two examples.

1. A crew has been assigned to work a flight which departs at 21:00. The crew's shift end time is 21:15. The crew begins working the flight and it goes on a 45 minute delay. We should first solicit volunteers for the Voluntary Offer of Overtime. If our need is not met we should solicit volunteers for Task Completion. If our need is not met we can assign Task Completion to the crew.
2. A crew has been assigned to work a flight which departs at 21:00. The plane's arrival is delayed by 45 minutes, which is past the shift end time of the crew. We should first solicit volunteers for the Voluntary Offer of Overtime. If our need is not met we should solicit volunteers for Task Completion. We may not assign Task Completion to the crew since they have not begun working the flight. If our need is still not met we can assign mandatory overtime.

20. **Article 4 – Hours of Service**

**Movement of Work / Awarding OT and Work Schedule Bids** 09/13/2016

Q) a) The company has stated the employee may sign up for a desired work area and if available the employee will be hired. However, once hired and the overtime hours have begun, the employee may be moved to another area. (i.e. employee hired for gates and a half hour into the overtime the company may move the employee if they are junior to a undesirable work area)

b) The company has stated when employees are moved to a different work area it will be done by juniority. The concern is an employee who bid an area is junior to another work area before an employee who has been hired on overtime. Since the junior employee is actually holding an area by work schedule bid should a senior employee who is working on overtime be allowed to displace the bid employee?

A) Answer to both questions: Per Article 4.B.1, the Company should move employees between work areas per Article 4.B.1: "When there is a need to move employees between bid line work areas, it will be done in reverse bid seniority from the available employees in the work area the Company identifies providing that: (a) the employee is qualified to do the work in question, (b) the employee has enough time remaining within their scheduled shift to complete the assignment." It does not matter why the employee is at work (regular shift, trade, OT, etc.), it is based solely on the relative bid seniority of the available employees. Lastly, a senior employee may volunteer to move between bid work areas in lieu of moving a junior employee in reverse bid seniority order.

21. **Article 4 – Hours of Service**

**Shifts Schedules when Transferring from Part-time to Full-time** 09/23/2016

Q) We have 20 transfers that accepted Fulltime starting October 30<sup>th</sup>. When the Company offers the RSE's the Full-time position, they were told that they would be able to use their seniority for shift and days off and be put on relief until the next bid. Article 4 B 5. 5. Employees transferring into a classification may express a preference for a work schedule. If they cannot be accommodated, they will be assigned an available work schedule until the next bid. They are not transferring into a classification so this doesn't apply to them. So what is the correct way?

A) In the scenario you described, if we are not able to accommodate the employee's shift preference, we will place the employee into a relief schedule that their seniority can hold until the next shift bid. We treat all system bids in a consistent manner. Although the employee is not transferring into the station, they are transferring from part-time status to full-time status so we would apply the transfer language per Article 4.B.5.

22. **Article 10 – General and Miscellaneous**

**24 Hour Clock - Training** 09/23/2016

Q) An employee's normal shift is 1400-2230. The employee is moved to 1500-2330 to attend a local training class. Does the employee's 24 hour clock reset? If the clock resets, does the first hour of the next day pay at 1.5 since more than 8 hours are worked in one 24 hour period? Article 10 F 1 states local training will be paid at a straight time rate of pay up to 2 hours before or after the employee's regular shift. This would have the employee working more than 8 hours in a 24 hour period.

A) The employee should have been given 7 days' notice of the new start time to 1500. The employee's 24 hour period on the day prior to training will be 1400 – 1459, actually more than 24 hours. On the day of training the employee's 24 hour period will be 1500 – 1359, actually less than 24 hours. The first hour on the day following training (1400 – 1459) begins a new 24 hour period and will be paid at straight time. Article 10.F.1 provides for training for up to two hours before or after a regular shift paid at the straight time rate and may mean an employee works ten hours (8 hours worked and 2 hours of training) in a one day but is compensated at the straight time rate for those 10 hours.

23. **Article 4 – Hours of Service**

**Meal Periods and Rest Periods** 09/23/2016

- Q) A part time employee working a 6 hour scheduled shift is entitled to a 30 min lunch break and a 15 minute rest period, correct? A full time employee is entitled to 30 min lunch and 2 15 minute rest periods, correct?
- A) An employee working a 6 hour shift is entitled to one 30 minute meal period and one 15 minute rest period. An employee working an 8 hour shift is entitled to one 30 minute meal period and two 15 minute rest periods. An employee working a 10 hour shift is entitled to one 30 minute meal period and three 15 minute rest periods.

24. **Article 5 – Vacation and Holidays**

**Bidding Block Weeks when Deferring One Week of Vacation or Purchasing One Week of Vacation** 10/03/2016

- Q) When an employee purchases a week of vacation for the next year, they are required to bid it as a block week. If the employee defers 5 holidays for a week of vacation for the next year, does that have to bid as a block week as well?
- A) Yes, a purchased week of vacation for use in the following year is required to be bid as a block week. If an employee defers 5 holidays to be used in the following year, it is required to be bid as a block week of vacation. Keep in mind that employees may only choose one option. They may purchase a week of vacation for the following year or defer 5 holidays for use in the following year, but they may not do both.



25. **Article 1 – Classifications & Vacancies**

**Filling Lead CSR Vacancies 10/3/2016**

- Q) We have an opening for a FT CSR, if NO FT employee is interested, then it goes to a PT employee – however this is a PERMANENT FULLTIME opening, so the PT UG will be upgraded to FT status. However the concern by many, is this ... If the employee is made a PERM fulltime lead from PT - they are circumventing the system bid file procedure....
- A) When a station posts for a full-time Lead CSR position, both full-time and part-time employees may bid on the position and per the Passenger Service Agreement, Article 1.C.3.B (below) it will be awarded in bid seniority order. If the full-time Lead CSR position is awarded to a part-time CSR, the employee will be reclassified to full-time status as a Lead CSR. Should the employee ever return to a basic CSR position, the employee will return to the status they held as a basic CSR, which in this example would be part-time status.

Article 1.C.3.b

Vacancies for Lead positions will be filled by candidates possessing the ability to satisfactorily perform the work in any work status and will be awarded in the following order:

- (i) Employees within basic or Specialty positions in the same classification and Location in bid seniority order;
- (ii) Employees in that classification at other Locations in bid seniority order;
- (iii) Employees covered under this or other collective bargaining agreements between the Company and the Union on a competitive basis; and
- (iv) Other Company employees on a competitive basis before hiring from outside the Company.

26. **Article 1 – Classifications & Vacancies**

**Filling Lead Ramp Service Vacancies 10/3/2016**

- Q) Do we fill full-time Lead RSE positions with full-time basic RSEs first followed by part-time RSEs?
- A) When the station posts for a full-time Lead Ramp Service (RSE) position it would be awarded to a full-time employee before a part-time employee per the Fleet Service Agreement, Article 1.C.3.b(ii), see the exact language below. If a part-time employee is awarded a full-time Lead RSE position, the employee will be reclassified to full-time status as a Lead RSE. Should the employee ever return to a basic RSE position, the employee will return to the status they held as a basic RSE, which in this example would be part-time status.

Article 1.C.3.b(ii) (See Article 1.C.3.a(ii) for filling Lead RSE vacancies within a Point)

Vacancies for Lead positions will be filled by candidates possessing the ability to satisfactorily perform the work and will be awarded in the following order:

- (A) Employees with a recall right to the Lead classification in the same work status using furlough recall seniority provided their seniority can hold the basic classification in the same work status.
- (B) Basic or Specialty employees who bid on the posting in the same work status at the location using basic bid seniority.
- (C) Basic or Specialty employees in the alternate work status with a recall right to the Lead classification using furlough recall seniority.
- (D) Basic or Specialty employees who bid on the posting in the alternate work status at the location using basic bid seniority.
- (E) Post the position to the system and award to employees in the same basic classification using basic bid seniority.
- (F) Competitive transfers from IAM employees.

27. **Article 4 – Hours of Service**  
**Posting Schedules** 10/10/2016
- Q) How far out in terms of days does the company need to provide a minimum working schedule, for both regularly scheduled and outage employees?
- A) See Article 4.B.1. "Work schedules are posted for bid, as far in advance as practical, or a minimum of 7 calendar days." This language applies to both regular and relief schedules.
28. **Article 6 – Leaves of Absence & Sick Leave**  
**Requiring a Doctor's Certificate** 10/12/2016
- Q) If an employee calls in sick (non FMLA) several days for the first time in over six months can the company ask for a doctor's certificate? If not, at what point is one required?
- A) Per Article 6.B.1.a, normally the Company will not ask for a doctor's certificate if the employee is sick for the first time in a rolling six month calendar. However, per Article 6.B.1.c, in special circumstances the Company may require a doctor's certificate for any sick leave absence. In addition, the Company may require a doctor's certification before approving any sick leave of 3 or more consecutive weeks.
29. **Article 4 – Hours of Service**  
**Releasing Employees from Mandatory Overtime** 10/16/2016
- Q) Recently our station had to Mandatory employees on 3 different shifts due to irregular operations. To give you a little insight the 3 shifts that were on mandatory had scheduled shift end times of 30min. apart. The shifts regular scheduled end times were as follows: 1300, 1330 and 1400. The question is, what is the contractual procedural sequence to release employees from mandatory?
- A) You should release employees from mandatory overtime by shift and when the overtime assignments are completed, then in seniority order. For example, if the 1300 crew on the same job assignment is finishing up work and you are able to let a few employees go, it should be the senior employees that are allowed to leave first on that crew.
30. **Article 6 – Leaves of Absence & Sick Leave**  
**Using Vacation for Sick Leave** 10/17/2016
- Q) The contract says you can use up to 2 weeks of accrued vacation for sick pay. Is that only accrued vacation for the current year or can you use vacation from next year for this year's sick bank?
- A) Per Article 5.A.6, employees can convert up to 2 weeks of accrued vacation per year into their sick leave bank to fund a significant medical event. The vacation needs to be accrued from the previous year to use in the current year. An employee may not use accrued vacation in the current year for usage in the following year to fund an illness in the current year.

31. **Article 4 – Hours of Service**  
**Rest Periods** 10/26/2016

Q) If an employee works a trade 10 – 2 pm then volunteers for Overtime from 2 pm – 6 pm then works their regularly scheduled shift from 6 – 10 pm is the employee required to have a lunch charged during the 10 – 6 pm period?

A) See the chart in Article 4.D.4.a. In your scenario the employee will receive three 15 minute paid rest periods, but no 30 minute lunch period.

# Hours Overtime	15 Minute Paid Rest Period	15 Minute Paid Rest Period	30 Minute Unpaid Meal Period
2-4	√		
Over 4-8	√	√ (If sum of shift + OT is less than or equal to 12 hours)	√ (If sum of shift + OT is greater than 12 hours)
Over 8	√	√	√

32. **Article 4 – Hours of Service**  
**Mandatory Overtime** 10/26/2016

Q) What is the minimum time for Mandatory time/Task completion? If the person clocked out 1 minute after their shift, do they qualify for these hold overs?

A) Employees receive pay for one full hour if they work Task Completion or the Voluntary Offer of Overtime, regardless of how much of the hour is actually worked. Task Completion and the Voluntary Offer of Overtime are paid at the applicable rate. Mandatory overtime is paid to the minute and is paid at a minimum of 1.5X for all employees. In addition, if mandatory overtime is assigned two consecutive days or more in a row, starting on the second day the mandatory hours are paid at double time.

33. **Article 5 – Vacation & Holidays**  
**Obtaining 9 Days Off in a Row** 10/31/2016

Q) I have a question about the RDO swap. Are there restrictions, example being the coworker has weekend days off opposed to middle of the week days off? The coworker has taken more than the allotted 9 days off and no DATs were attached to the Block Bid.

A) It sounds like you're asking if self-RDO swaps are allowed. Per Article 5.A.3.j, employees may move up to two RDOs to obtain a vacation period of up to 9 days off in a row. To achieve more than 9 days off in a row an employee would have to add DAT days to their vacation.

34. **Article 4 – Hours of Service**  
**Trades on Holidays** 11/03/2016

Q) If an agent picks up a trade on a holiday, are they allowed to get AUTO? If so, what seniority would be used; their own or the seniority of the person they are working for?

A) An employee that picks up a trade on a holiday is eligible for AUTO and it should be awarded on the bid seniority date of the working employee.

35. **Article 4 – Hours of Service**  
**Shift Change of 1 Hour or More** 11/03/2016
- Q) Article 4-B-10 in the CBA states any permanent changes of 1 hour or more, shall require a shift bid. Is this the case with Relief lines after the agent has bid for the monthly schedule?
- A) No, Article 4-B-10 does not apply to Relief lines. However, if a Relief line is adjusted due to a starting time that does not match a current shift starting time, per Article 4.A.7.b.(ii).C, the new schedule will be reviewed with the Local Committee and Local management at least 5 days ahead of the Relief posting.
36. **Article 4 – Hours of Service**  
**Shift Bid when Returning to Work** 11/04/2016
- Q) An employee returns to work after the bid was conducted and chooses to mirror a Relief line. There were 20 Relief lines on the bid. Each time Relief re-bids, will we need to have 20 Relief lines and the employee will once again mirror a line she could have held, or should we build 21 Relief lines and have her bid with the entire group wherever she falls in seniority?
- A) We should make an additional relief line for a total of 21 relief lines and the employee should bid every month with the group.
37. **Article 4 – Hours of Service**  
**Shift Bid when Returning to Work** 11/04/2016
- Q) In the past if someone was unable to bid during the general shift bid, upon return we would let them mirror a line that they could have held, but they were not given the bid (work) area. Instead they only held the shift times and days off and were considered a Relief agent (relief work area) able to be flowed anywhere with a static line for the duration of the bid. Is this correct?
- A) This is correct assuming the employee was unable to bid because they were ill or on a leave of absence. (Per Article 4.B.1, "Active employees, who report late for bidding, but while the bidding process is ongoing, will be permitted to bid on the remaining available lines at the time they report. Active employees who fail to bid will be assigned an available work schedule after completion of the bid.")
38. **Article 5 – Vacation and Holidays**  
**Birthdays Falls on a Fixed Holiday** 11/04/2016
- Q) If your actual birthday falls on a fixed holiday can you take it off as one of your floating holidays?
- A) No, you would have to take your birthday floating holiday on a day other than a fixed holiday.
39. **Article 4 – Hours of Service**  
**Meal Periods and Rest Periods** 11/07/2016
- Q) An 8 hour employee (Fleet Services) on a 0630-1500 shift stated if he is sent to lunch at 12:01 pm his lunch is now paid (Late lunch) since he will not complete his 30 minute lunch break by 12:30. Lunches must be completed between the 4th and 6th hours. Article 4.A.9 a. states the meal period will be scheduled between the beginning of the 4th hour and the END of the 6th hour of the shift. Based on the verbiage "END" of the 6th hour, doesn't this mean a 6:30 start can be scheduled for a lunch break up to 12:29, the end of the 6th hour? Does the lunch break have to be completed by 12:29 or started prior to 12:29?
- A) The lunch window for a 06:30 - 15:00 shift is 09:30:00 - 12:29:59. It is acceptable for the lunch to start at 11:59:59 and end at 12:29:59.

40. **Article 4 – Hours of Service**

**Task Completion and Mandatory Overtime 11/07/2016**

- Q) Agents are being told to stay for Task Completion and when they finish are told they are now on Mandatory Overtime?? Contract states Task Completion is only up to an hour to complete one task?? When Management is asked if any volunteers were solicited they are telling agents they don't have to because they need everyone??
- A) Task Completion requires the soliciting of volunteers prior to an employee being assigned Task Completion. There are times when Task Completion may extend into Mandatory Overtime. If Task Completion extends to Mandatory Overtime, the employee would be entitled to a minimum of 1.5X their hourly rate for the mandatory time worked plus the penalty payment of 1.5 hours at straight time for not having more than one hours' notice of the mandatory overtime assignment.

41. **Article 4 – Hours of Service**

**Trades 11/07/2016**

- Q) The employee is scheduled 0500-1330 and does 2 partial DTO's: 0500-0900 and 0930-1330. The lunch is scheduled in ETA from 0900-0930. Is this employee in the clear to not report to work?
- A) No, this would not be considered coverage of the entire shift. Lunch periods can change or may be unable to be taken due to operational needs and if this occurred the employee's shift would not be covered.

42.

43. **United Club Letter of Agreement dated 3/31/2016**

**Resigning During Trial Period 11/10/2016**

- Q) LOA states, "Employees who are removed from the qualified pool for other than performance reasons will have their United Club qualification deactivated, and after 1 year of not exercising the qualification will have it removed." My question is we have agent that left the Club within the 90 days. She would like to keep her qualification to be part of the pool, and to keep up her skills. Her reason for leaving is not due to performance, she is very proficient and she has been told she cannot keep the qualification.

The Company has invested a lot in her and other employees through the interview process and training. Why would you not allow someone to be part of the pool? (be available to work in the area of the investment). How would you be able to exercise the qualification if the company deactivates it?

- A) If a CSR-United Club employee decides to return to the basic CSR classification during the 90 day job trial period, the employee is resigning the United Club qualification. Since the employee did not complete the job trial period, the employee will no longer be in the United Club alternate pool or eligible for overtime or trades in the United Club. If the employee wants to become United Club qualified at some point in the future, they will need to go through the process again of meeting the qualifications and passing an interview.

44. **Article 7 – Seniority**

**Temporary Upgrade to Promoted Status 11/11/2016**

- Q) Article 7A.4 states that an employee will stop accruing bid seniority and their date will be adjusted for periods on promoted status beyond 183 days. In these cases, should the employee's dates be adjusted prior to any upcoming shift bids? Also if any of these employees plan to stay in the upgraded status shouldn't they be excluded from any upcoming shift bids?

- A) An employee's bid seniority and furlough recall seniority date should be adjusted for time spent in promoted status beyond 183 days upon returning from promoted status. In cases where the employee is temporarily upgrading periodically throughout the year, an employee's bid seniority and furlough recall seniority date should be adjusted prior to shift bidding assuming the employee is going to participate in the shift bid. If the employee is in promoted status at the time of the shift bid and will therefore not be participating in the shift bid, there is no need to adjust the employee's bid seniority and furlough recall seniority dates at that time.

45. **Article 4 – Hours of Service**

**Bid Schedule Change** 11/10/2016

- Q) I have an agent who had less than 8 hours between shifts due to a bid change. The employee is inquiring as to whether or not he should receive time and a half for the hours that he work until the 8 hour period was up.
- A) We would ask the station to move RDOs to provide the employee at least 8 hours rest. An employee's 24 hour clock does reset with a schedule change. An employee who has less than 8 hours rest due to a schedule change would not be entitled to overtime.

46. **Article 5 – Vacation and Holidays**

**This question was revised on 11/29/2017, see question 142 for revision.**

**Birthday Falls on a Fixed Holiday** 11/21/2016

- Q) If your birthday falls on a paid holiday, can you get it off automatically if you elect this during vacation bidding? What if you deferred your holidays, can you still get it off? If so how are you paid for this? Holiday pay, if you did not defer the holiday and no pay if you did?
- A) If an employee's birthday falls on a fixed holiday the employee would have to take their birthday floating holiday on a day other than the fixed holiday, regardless of whether they defer the holiday or not.

47. **Article 5 – Vacation and Holidays**

**Holiday Pay** 11/21/2016

- Q) If you do a shift adjust on a paid holiday to come in on an earlier shift are you still paid at 1.5 holiday pay for the time you work?
- A) Yes

48. **Article 4 – Hours of Service**

**Opting Out of a Specialty Position** 11/21/2016

- Q) We have an employee who wishes to leave her current position in Global Services as soon as possible. This employee also bid a Global Service line for the shift bid that begins January 8th, 2017. Before we send any communications out, we'd like to make sure we fully understand the process of this situation. From what we understand, this employee will give up her Global

Service line and shadow into another line from the shift bid that she can hold. Then she'd be airport relief and keep the same RDO and shift until our shift bid next year, correct? Are there any other consequences for her leaving her Global Service line?

- A) Per the Passenger Service Agreement, Article 4.B.2, employees working in Specialty areas are given the opportunity to option into or out of these work areas a minimum of 1 time per year. Since the employee already bid a Global Service line, the station may choose to not allow the employee to vacate the position until the Global Services next bid. However, if the station wishes to and is able to accommodate the employee, they may do so. The employee should send an email stating they wish to return to the basic CSR classification. The station should work with the employee to arrange a return date mutually agreeable to both parties that is effective on the beginning of a pay period. The employee would shadow a line which their bid seniority could hold (may or may not keep their RDO pattern) and it would be designated as Relief. When employees vacate Global Services or United Club positions, they can remain in the qualified pool and continue to be used as a backfill alternate.

49. **Article 5 – Vacation and Holidays**

**Vacation Bidding when Returning from Leave Status** 12/03/2016

- Q) If an employee returns from an outage where they are inactive, how do they lock in vacation? Do they get what they would have received had they been allowed to bid or do we have them select from what is left which would only be DATS by that point?
- A) An employee returning from a Company approved leave of absence or any inactive status, should be allowed to select vacation based on what is available at the time of their return. Local Management may make additional accommodations based on staffing requirements and the needs of the operation.

50. **This question was revised on 4/30/2018, see question 164 for revision.**

**Article 5 – Vacation and Holidays**

**Floating Holidays on Trades** 12/05/2016

- Q) Are HOLF's (Floating Holidays) permitted on trades? The contract states that DATs can be applied with a trade and only DATTs can be requested by the employee in eTA, however adding a HOLF to a day trade pays correctly.
- A) No, Floating Holidays should not be placed on top of a trade. Article 5.A.5.c in the contract only specifies DATs as being able to be placed on trades which is how the DAT management application is programmed.

51. **Article 5 – Vacation and Holidays**

**Holidays falling within a Vacation Period** 12/05/2016

- Q) In Article 5, Section 8, it speaks about a Holiday falling during an employee's vacation period. My question is, if the employee elects to add a day at the end of their vacation, does the employee still get the holiday off and how are they paid for that day?
- A) Yes, the employee gets the holiday off when it falls within their vacation period regardless of whether they elect to add a day on to their vacation period. The employee is paid holiday pay for a fixed holiday falling within their vacation period.

52. **Article 5 – Vacation and Holidays**

**Attaching DATs to Block Vacation Weeks** 12/09/2016

- Q) The contract says that you can attach 1 or 2 DATs to the front end or back end of your vacation week. Can you do this for all your block weeks of vacation or is it limited to 1 week?
- A) Per Article 5.A.3.j, employees can attach 1 or 2 DATs to the front or back end of each period of their block weeks of vacation.

53. **Article 4 – Hours of Service**  
**Filling Lead Positions – Daily Need** 12/23/2016
- Q) When filling a daily need for a Lead position, (either Ramp or Customer Service), can the senior person with the qualification on the specified shift need, decline to a junior employee with the qualification on the same shift?
- A) Yes, as long as there is a junior qualified employee in the area that can fulfill the Lead assignment, a senior employee may decline.
54. **Article 4 – Hours of Service**  
**Overtime – Seniority** 12/23/2016
- Q) When overtime is awarded (on a day off or another shift), do you carry over your seniority or are you now at the bottom of the seniority list (ex: there is a need to junior an employee into an area)? Could you tell me where the answer is stated in the contract as well?
- A) Employees carry their own seniority when awarded overtime. There is no provision in the agreement which alters an employee's seniority when awarded overtime.
55. **Article 3 – Compensation and Benefits**  
**Shift Differential While Working Overtime** 1/6/2017
- Q) My regular schedule is M-F, 06:00-14:30. I am off Saturday and Sunday (my RDOs). I am scheduled to work OT Saturday, 06:00-14:30 and scheduled to work 14:30-18:30, the afternoon shift that same Saturday. Am I entitled to the Afternoon Shift Premium of \$0.48 at the applicable OT rate of pay for the hours worked 14:30-18:30?
- A) Please see Article 3.D.7 and 8. Article 3.D.7, "RDOs and recall shift premium are based on actual hours worked." Article 3.D.8, "Early-start and hold-over shift premium is determined by the regularly scheduled shift worked."
56. **Article 3 – Compensation and Benefits**  
**Lead Pay for Temporary Assignments** 1/6/2017
- Q) If an agent is awarded a temp posting for a Lead position for 59 days (ATW), is the override Lead pay paid if he works a trade, OT within the basic classification, also sick or DAT days? Or are they paid just for time worked as a Lead?
- A) If the employee is classified as a Lead on a temporary assignment the employee will receive Lead pay for all of the hours paid for the duration of the assignment. If an employee is upgraded to a Lead on a daily basis, the employee will only receive Lead pay for the hours worked as a Lead.
57. **Article 5 – Vacation and Holidays**  
**Holidays falling within a Vacation Period** 1/6/2017
- Q) If a Holiday falls on an employee's day off during their vacation, are they still eligible to move that holiday to a different day to give them an additional day off either before or after their vacation?
- A) Yes. Article 5.B.6 states, "If a holiday falls during an employee's vacation period, the employee may elect to add a day either at the beginning or the end of the vacation, or to be paid for the



holiday in addition to the vacation pay at the straight-time rate. Employees must notify management of their preference at the time of bidding."

58. **United Club Letter of Agreement March 31, 2016**

**United Club – Dropping Below Four Attendance Points** 1/6/2017

Q) A coworker bid in the annual bid for the United Club, and was awarded the permanent position in the Club. The coworker dropped below 4 points before the bid started. Is that coworker disqualified from taking the permanent line, because of the attendance requirements?

A) As long as the employee had 4 or more attendance points upon becoming qualified, the employee is able to take the permanent line. Once qualified, an employee will be deemed to have lost the United Club qualification if the employee reaches termination warning for attendance.

59. **Article 4 – Hours of Service**

**Mandatory Overtime** 1/11/2017

Q) Please clarify Article 4 10g that if employees are on mandatory overtime 2 days in a row, both days would be paid at the double rate of pay.

Article 4.D.9.g: *All mandatory overtime hours will be paid at the applicable rate of pay but not less than the time and one half (1.5X) rate of pay regardless of work status or hours worked. If an employee is required to work mandatory overtime on two or more consecutive days, the minimum payment for all mandatory overtime hours worked will be at the double-time (2X) rate of pay.*

A) Mandatory overtime is paid at a minimum of 1.5X for all mandatory overtime hours worked on the first day. If an employee is required to work mandatory overtime on two or more consecutive days, beginning on the second day, the employee will be paid a minimum of 2.0X for all mandatory hours worked.

Example: A part-time employee's regular schedule is six hours per day. On Monday, the employee works mandatory overtime for two hours which are paid at 1.5X. On Tuesday and Wednesday the employee works mandatory overtime for two hours each day. The total of 4 hours of mandatory overtime worked on Tuesday and Wednesday are paid at 2.0X.

60. **Article 4 – Hours of Service**

**Task Completion/Mandatory Overtime** 1/13/2017

Q) If an agent is on the closing shift (e.g. 17:30-02:00 or 19:30-02:00) and a flight is arriving at 01:40, is it considered task completion or Mando? In my opinion, it seems that it should be Mando as there is no other avenue to pursue, such as asking other agents if they'd like to stay. The ONLY option is that the closing agent must stay, which seems to point to Mando, even if it is under 1 hour. Additionally, if that less than an hour OT is considered Mando, would it pay the whole hour

(like task completion), and would it be at the 1.5 hourly rate as Mando is supposed to be? Also would this apply equally to part-timers as full-timers? Another similar question would be what would qualify as short notice Mando, as it pertains to the closing shift?

- A) Task Completion is used to complete a task an employee has already been assigned and started. Since in your example, the employee is scheduled to work until 2:00 and the flight arrives at 1:40, the employee would be assigned Task Completion assuming the station was not able to solicit volunteers for the Voluntary Offer of Overtime or Task Completion. The Task Completion assignment would be paid at the applicable rate and the employee (full-time and part-time) would be paid for one full hour regardless of when they complete the assignment. If Task Completion extends to Mandatory Overtime, the employee (full-time and part-time) would be entitled to a minimum of 1.5X their hourly rate for the mandatory hours worked plus the penalty payment of 1.5 hours at straight time for not having more than one hours' notice of the mandatory overtime assignment.

61. **Article 4 – Hours of Service**  
**Adverse Weather** 1/13/2017

- Q) In reference to Article 4.A.10, how is it to be determined what constitutes an adverse weather day? In any airport location employees can live in a number of locations that experience severe weather but it may not directly impact the airport, or it may only affect one side of town and not the other. How would an adverse day be determined??
- A) Station Leadership makes the determination on whether or not to declare an adverse weather day. There are no specific criteria, therefore each weather event is evaluated separately.

62. **Article 5 – Vacation and Holidays**  
**Floating Holidays** 1/13/2017

- Q) Per Article 5.B.2, "Employees (excluding new hire probationary employees) are eligible for 2 Floating Holidays each calendar year, one of which will be on the employee's birthdate (Birthday Floater)." If an employee returns from a leave of absence or furlough after their birthday, how many Floating Holidays is the employee entitled to for the remainder of the year?
- A) If the employee's birthday has passed when they return from a leave of absence or furlough, the employee will not be able to take the birthday Floating Holiday but would receive the other Floating Holiday to be used during the remainder of the year. If the employee's birthday has not passed when they return from a leave of absence or furlough, the employee would receive both Floating Holidays to take during the remainder of the year.

63. **Article 4 – Hours of Service**  
**Mandatory Overtime** 1/22/2017

- Q) The Mandatory Overtime provision in the IAM Agreement states, "All mandatory overtime hours will be paid at the applicable rate of pay but not less than the time and one half (1.5X) rate of pay regardless of work status or hour worked. If an employee is required to work mandatory overtime on two or more consecutive days, the minimum payment for all mandatory overtime hours worked

will be at the double-time (2X) rate of pay.” Does two or more consecutive days for the double-time rate apply to the 24 hour clock or calendar days?

A) Calendar days.

64. **Article 1 – Classifications & Vacancies**

**Filling Specialty Vacancies 1/22/2017**

Q) Per the Passenger Service Agreement, Article 1.C.3.c, “Vacancies for Specialty Positions will be filled by qualified employees in bid seniority order as follows:

- (i) Currently qualified employees in the same work status in that classification and Location;
- (ii) Employees in the same work status in that classification and Location who successfully qualify;
- (iii) Currently qualified employees in the alternate work status in that classification and Location;”

Based on the language above, I am wondering how we award vacancies in Specialty Groups. Is it based on having the skill code, meaning both permanents and alternates may preference for the vacancy? Or, do we have the open lines available to permanent employees first, then alternates?

A) Specialty positions are filled based on having the skill code/qualification, meaning both permanent and alternate employees may bid for the vacancy. LRNs 16-61 and 16-62 on United Club and Global Services positions are posted on the Ask-LR-IAM link on the LR website and the last two pages of the letters provide details on filling United Club and Global Services vacancies.

65. **Article 4 – Hours of Service (OLD QUESTION 65 – USE ANSWER BELOW)**

**Working Overtime on a Vacation Day, Floating Holiday or Trade 2/1/2017**

Q) When working overtime on a trade, are employees placed at the bottom of the equalization list until they report back for a regularly scheduled shift?

A) Yes. When working overtime on a vacation day, floating holiday or trade, employees are placed at the bottom of the equalization list until they report back for a regularly scheduled shift.

65. **Working Overtime on a Vacation Day, Floating Holiday or Trade updated 7/6/2017**

Q) When working overtime on a trade, are employees placed at the bottom of the equalization list until they report back for a regularly scheduled shift?

A) Yes. When working overtime on a vacation day, floating holiday or trade, employees are placed at the bottom of the equalization list until they report back for a regularly scheduled shift. Exception: Employees on a day trade off are considered ‘on vacation’ from the start of the trade off until the beginning of their next shift or 24 hour clock start time.

66. **Article 4 – Hours of Service**

**Placing a DAT on a Trade Day Off 2/2/2017**

Q) Article 4.C.4 states, “Each employee must work a minimum of 50% of their scheduled hours each month (for t purpose, worked hours include overtime, scheduled training, vacation, DAT, paid and unpaid sick time, paid and unpaid occupational injury, AUTO and DTW).”

Article 4.C.10 states, “A Scheduled Employee who Day Trades off may request a DAT concurrent with the day trade to receive pay for the day.”

The question has been raised that if an employee places a DAT on a trade day off, should the day count as a DAT or a Trade and how does the day count towards employees working 50% of their scheduled hours each month?

- A) If an employee trades off and places a DAT concurrent with the trade day to receive pay for the day per Article 4.C.10, the day will count as a Trade and will count as time not worked when computing 50% of scheduled hours worked each month for trade purposes per Article 4.C.4.

67. **Article 4 – Hours of Service**  
**Relief Schedules** 2/11/2017

- Q) We have designated 7 PT lines that work 1800-0030 (30 hours paid) as relief lines on our night shift. The shifts all have home shifts with start times, end times and RDO's. The question is, when it comes time to change these lines (if necessary), we may need to move them to a different part of the day with completely different start and end times. We also may need to change the RDO's and the length of the shifts possibly reducing hours paid from 30 to a lower amount. We understand before making any changes, we are required to meet with the local committee to explain the changes and why they are needed. Are we able to change the shift start times, end times and/or RDOs?

- A) Per Article 4.A.7.b.(ii).C when operational needs require a change in relief shifts which do not match a regular shift, the new relief shift needs to be reviewed with the Local Committee at least 5 days ahead of the relief posting and the Local Committee has 48 hours to respond with any concerns.

If you are changing the length of the shift, (for example, 6 hours to 4 hours) or changing RDOs, you would need to have another shift bid.

68. **Article 4 – Hours of Service**  
**Adverse Weather** 2/11/2017

- Q) If an employee is unable to report to work due to adverse weather and elects to make up the day, are they entitled to make up hours that were picked up on a day trade or just their base shift?

- A) Article 4.A.10.b.(i)(B) addresses making up work due to adverse weather. Employees are able to make up hours picked up on a day trade if unable to report to work due to adverse weather.

69. **Article 7 – Seniority**  
**Promoted Status** 2/11/2017

- Q) Is there any benefit to continuing to pay union dues if I transfer from being an IAM employee to a member of management? Would there be any hurdles to returning to the IAM if there was a vacancy at my station and I had not been paying the monthly dues?

- A) Per Article 7.G, promoted status is defined as assignment to a management position within the division below the Director level, and while in promoted status the employee must continue to pay a monthly administrative fee. As long as this criteria is met, employees may bid back to vacancies in their former IAM classification using their former IAM bid seniority date which would be adjusted if they have been in promoted status beyond 183 days. If the employee does not pay the monthly administrative fee, their IAM seniority will be forfeited after three months of remaining in the management position and if they wanted to return to their former IAM position, it would be as a competitive transfer.

70. **Article 4 – Hours of Service**

**Cancellation of Trades 2/27/2017**

- Q) I had a question regarding trades. One of our ramp employees traded off his week to another ramp employee. The employee who picked up the 6 days was injured and is now on light duty. I canceled the trades and we are short 1 person. Are we allowed to repost his trade in eTA or should we hire OT for his shift?
- A) You should first repost the trades prior to calling overtime.

71. **Article 6 – Leaves of Absence & Sick Leave**

**6 Years of EIS 2/27/2017**

- Q) What is the interpretation of Article 6.D.b? Is the 6 years on EIS the same for occupational and non-occupational.
- A) Yes, the 6 years of EIS applies to both occupational and non-occupational illness leaves of absence.

72. **Article 4 – Hours of Service**

**Daily Upgrade to Lead 2/27/2017**

- Q) On occasion we do not have a permanent Lead on duty. If we have a junior person 3:30-12:00 and a more senior person 0400-12:30 and they both want to act as the Lead for the day, does the junior person get it because they started first?
- A) There is no specific language in the IAM contracts on upgrading Leads on a daily basis. However, when all considerations are equal, we recommend upgrading employees to the Lead role on a daily basis in seniority order. In the situation you described there are two shift starting times, so the Company can make the determination whether they need a Lead at 3:30 or 4:00. If the Company can do without the Lead from 3:30 - 4:00, it would be fine to upgrade the senior employee from 4:00 - 12:30.

73. **Article 4 – Hours of Service**

**Trades and Shift Overlap 2/27/2017**

- Q) Is overlap allowed with partial trades? Example: Employee A's shift is 0300-1330 and wants to trade 0300-0930 to Employee B and 0930-1330 to Employee C. Is an overlap allowed at the end of the first partial (0300-0930) and/or the beginning of the second partial (0930-1330)? Or is this

still considered one shift for this purpose and only allowed on the actual beginning or end of the full shift regardless of it being two separate trades?

- A) The shift is considered one shift and overlap is only allowed at the start or end of the complete shift. In your example the shift is 0300-1330 and overlap would only be allowed from 0300-0330 and/or 1300-1330.

74. **Article 4 – Hours of Service**

**Task Completion versus Mandatory Overtime 2/27/2017**

- Q) A closing agent in BSO has a shift end time of 0115. A late flight blocks in at 0116, 1 minute past the shift end time. The job is completed by 0135. Is this Task Completion or Mandatory Overtime?

- A) As long as the employee was assigned to work the flight and began working the flight by 0115, this would be considered Task Completion. However, if the employee started working the trip after 0115, that would be considered Mandatory Overtime.

75. **Article 4 – Hours of Service**

**Leads Trading with Basic Employees 2/27/2017**

- Q) Are Leads able to day trade with any agent that is not qualified as a Lead nor can do the function or can they only trade between other Leads and qualified upgrade agents?

- A) Local Management may limit Leads to trading only with other Leads, only if the station provides a particular qualification during Lead training, such as central load planning. However, whenever such training is required, per Article 4.B.2, employees in the basic position may request such training to make themselves eligible to trade with Leads. If the employee fails to take the class offered they will not be eligible to trade with Leads until they reschedule and complete the training. Otherwise it is recommended the station use seniority to fill the daily upgrade Lead need.

76. **Article 8 – Union Representation**

**Union Reps Working Off-site 2/27/2017**

- Q) What is the policy across the system for the IAM station committee person regarding working from home on their "union days"? Do we allow this or not? It is their "union time" but yet the Company is still paying.

- A) Per Article 8.C.2, the IAM monitors the negotiated union hours which are used for the purpose of administration of the agreement and may need local union reps to work off-site. However, local union reps may also be required to be accessible to local management in their work location to conduct business (such as IRM's and grievance hearings) on their union days.

77. **Article 4 – Hours of Service**

**Covering Outages 2/27/2017**

- Q) When an employee on a regular line takes a vacation week is the supervisor required to move an outage into that slot or can they just move another regular line employee into the slot?

- A) Employees bidding Relief lines are generally used to cover outages such as vacation and illnesses. However, if the station does not have enough employees to cover a vacation schedule they may reassign an employee on a regular line to cover the outage. If they are moving an employee on a regular line to cover the outage it should be done in reverse seniority order per Article 4.B.1, unless a senior employee wants to move.

Article 4.B.1: "When there is a need to move employees between bid line work areas, it will be done in reverse bid seniority from the available employees in the work area the Company identifies providing that: (a) the employee is qualified to do the work in question, (b) the employee has enough time remaining within their scheduled shift to complete the assignment."

78. **Article 4 – Hours of Service**

**Shift Change of Less than One Hour 2/27/2017**

- Q) Article 4.B.10 states, "Any permanent change of 1 hour or more in the length or starting or stopping time of a shift will require a rebid." Does this mean that if it is a change of less than 1 hour it can be a permanent change without a rebid?
- A) A permanent change of less than one hour for any duration (even greater than 30 days) does not require a rebid. Permanent changes of 1 hour or more exceeding 30 days in duration will require a rebid. Keep in mind you must give employees a minimum of 7 calendar days' notice of any change to their work schedule.

79. **Article 4 – Hours of Service**

**Shift Change of More than 30 Days 2/27/2017**

- Q) Article 4.B.11 states, "If it becomes necessary to temporarily adjust employees' work schedules they will be given a minimum of 7 calendar days' notice of such change. In the event these adjustments are expected to exceed 30 days in duration, the Company will post for rebid." Does this apply to any change in start, stop time or length or going back to section 10 only those that are 1 hour or more?
- A) Any change to an employee's work schedule requires a 7 day notification. The Company can change an employee's work schedule by any amount of time temporarily for up to 30 days. If the change in work schedule is 1 hour or more and is expected to last for more than 30 days, a rebid is required. If the change in work schedule is less than 1 hour and expected to last for more than 30 days, a rebid is not required per Article 4.B.10.

80. **Article 3 – Compensation & Benefits**

**When do Employees Start Receiving Lead or Premium Pay? 03/06/2017**

- Q) We are currently hiring for Move Team employees. We are wondering when they will receive their Move Team Premium pay – when they receive their offer or when they are officially working as a Move Team employee?
- A) Employee's moving to Specialty or Lead positions start receiving Premium or Lead pay on the day they start working in their new Specialty or Lead position.

81. **Article 5 – Vacation and Holidays**

**Floating Holidays for New Hire Employees 3/6/2017**

- Q) Per Article 5.B.2 – all employees (excluding new hire and probationary employees) are eligible for 2 floating holidays. My question is, when an employee completes their probationary period in the middle of a calendar year, are they now eligible for them or do they have to wait until the following calendar year?

- A) If the employee's birthday has passed when probation is completed, the employee would not be able to take the birthday Floating Holiday but would receive the other Floating Holiday to be used during the remainder of the year. If the employee's birthday has not passed when probation is completed, the employee would receive both Floating Holidays to take during the remainder of the year.

82. **Article 7 – Seniority**

**Permanent Shift Assignment after Probation 3/17/2017**

- Q) When IAM employees transfer to a new IAM classification, such as RSSR to CSR, CSR to Ramp Service or Security Officer to Storekeeper, they are on probation for 180 days and are assigned a shift and days off by the Company. When does the employee receive a regular shift and days off based on their Bid Seniority Date?
- A) Per Article 7.C.6, “An employee may be assigned and re-assigned to any shift and days off during his or her probationary period with a 7 day notice.” Once an employee has completed probation, they will receive a regular shift and days off based on their Bid Seniority Date at the next shift bid. Until the next shift bid following the completion of their probationary period, the employee should remain on the shift and days off assigned by the Company.

83. **Article 4 – Hours of Service**

**Granting Authorized Unpaid Time Off (AUTO) to Leads 3/17/2017**

- Q) I have a question about Leads and ANP/AUTO. If I am the most senior agent on a shift and I also happen to be the only Lead on that shift, let's say it's a slow Saturday and we have an abundance of manpower. Am I able to take ANP/AUTO (because I am the most senior agent) but upgrade another CSR from the Lead pool so that there is still 1 Lead on the shift? Or can I not have ANP/AUTO because I am the only Lead (even though there are other agents qualified in the Lead pool for upgrade) and operationally ANP/AUTO can be given but junior agents are given ANP instead of me because I am the only Lead?
- A) It is up to the station to determine if they can grant ANP/AUTO to a Lead. If the station determines they need the Lead on the shift, they may deny ANP/AUTO to the Lead. The station may also make the determination to grant ANP/AUTO to the Lead and either upgrade another employee to the Lead position or opt to work without a Lead for the rest of the shift.

84. **Article 4 – Hours of Service**

**10 Hour Shift and Daily Overtime 3/17/2017**

- Q) An employee is on a ten hour shift. His days off are SAT, SUN, MON. He is in the first week of pay schedule. He works Tuesday, Wednesday and Thursday BUT has a DAT on Friday. His shift is 0500-1530. He then gets a call Friday afternoon to work a 5 hour RDO on night shift. Does his DAT day count towards his 40 hours worked for the week? If so will his 5 hours worked be time and a half?
- A) Per Article 4.D.h, vacation days count towards the 40 hour requirement for compensation of overtime on an employee's regularly schedule days off. In addition, vacation days (DAT days) count towards daily overtime as well. In your example, the DAT day on Friday counts towards daily overtime and the 5 hour RDO shift he was called to work would be paid at 1.5X.

85. **Article 4 – Hours of Service**

**Overtime and 24 Hour Clock 3/19/2017**

- Q) We have an overtime need of 0100-0500 OT on Sunday 11/27. The pay period ended on Saturday 11/26. The employee awarded the overtime normally works 1430-0100. The employee worked his normal schedule 1430-0100 on Saturday 11/26 followed by the overtime need of 0100-0500 which was on Sunday 11/27. Is the overtime from 0100-0500 paid on the pay period



ending 11/26 as a continuation of his regular shift or since it was worked on Sunday, is it paid on the new pay period beginning 11/27?

- A) Per Article 4.D.1.f, "For purposes of **computing** overtime, the 24 hour period begins with the starting time of the employee's regularly assigned shift." The pay rules applied will be based on the employee's 24 hour clock beginning at 1430 on Saturday 11/26. However, since the overtime was hired on Sunday 11/27, it will be **paid** on the pay period starting Sunday 11/27.

86. **Article 4 – Hours of Service**

**Overtime and 24 Hour Clock 3/26/2017**

- Q) We have an employee scheduled to work 0400-1230, however she was asked to cover another position which starts at 0245. If we need that same position to be filled with overtime the following day should we hire this employee first since she was brought in today at 0245 or would she fall in with the others at 0400 and be hired by OT balance? (The employee is not on a rotating schedule.)

Example:

Employee's base shift is 0400-1230

Employee's shift changes for today to 0245-1115

Employee is on an RDO tomorrow

Would this employee be considered for an on-shift RDO from the 0245 shift or the 0400 shift?

- A) The employee's 24 hour clock would not be reset in this example and will revert to starting at 0400. You should call overtime from the overtime call list in equalization order.

87. **Article 1 – Classifications & Vacancies**

**System Bidding 03/26/2016**

- Q) If an IAM employee accepts a system transfer bid and moves, is there a time frame they can return to the original station because they feel it isn't a good fit?
- A) No, once an employee reports to their new station they do not have the option of returning to their old station, other than to submit a new system bid. Employees can submit new system bids once they report to their new station.

88. **Article 5 – Vacation and Holidays**

**Attaching DATs to Block Vacation Weeks 4/10/2017**

- Q) Article 5, Section 3, Paragraph J, sub paragraph (i) During block vacation bidding, an employee may bid up to a total of 2 DAT or Floating Holiday days that are adjacent to either the start or completion of his or her block vacation. Does this mean total of 2 DAT or FH for Each bid week?
- A) Regardless of whether the employee takes one, two or three block weeks of vacation consecutively, the most an employee can attach is 1 or 2 DATs to the total vacation period.

89. **Article 10 – General and Miscellaneous**

**Pay for Training on RDO 4/10/2017**

- Q) In the training section of the contract it states that if an employee has required training on their RDO that they will get paid at the applicable OT rate, but it doesn't say anything about being paid a minimum of 4 hours. Do they get paid for 4 hours or just for the length of the training class?

- A) Stations should make every attempt to avoid bringing in an employee for Company training on a day off. Several suggestions would be offering multiple training sessions or adjusting RDOs. In the event an employee voluntarily opts to attend Company training on a day off, per Article 10.F.1, the employee would be paid the applicable overtime rate for the hours spent in training. There is not a four hour minimum for training.

90. **Global Services and United Club Letters of Agreement March 31, 2016**  
**Relinquishing Qualification 4/10/2017**

- Q) I have an employee who currently holds the Global Services alternate status. The employee wishes to give up that qualification. What is the process to relinquish being part of the alternate pool for Global Services?
- A) Employees may request to relinquish either the Global Services or the United Club qualification. The Company will make a determination based on operational needs as to whether the employee will be able to relinquish the qualification.

91. **Article 4 – Hours of Service**  
**Relief 04/24/2017**

- Q) Can a single relief line be used to cover vacation/illness/other outages some weeks and schedule changes other weeks? Or should the line be designated as one or the other (even though it is now simply called 'relief')?
- A) Yes, a single relief line can be used to cover outages such as vacations and illnesses some weeks and schedule changes other weeks.

92. **Article 9 - Investigations, Grievances and Arbitration**  
**Dependability versus Performance 4/23/2017**

- Q) Article 9.A.1 of the Passenger Service Agreement, "Investigations, Grievances & Arbitration states, "An employee who has completed his/her probationary period will not be disciplined or discharged without just cause. Except for attendance/**dependability matters** below the level of termination warning, the company will conduct an investigatory meeting with an employee to discuss charges that, with reasonable foreseeability, could result in discipline. The Company will provide written notice to the employee of any such action, and will copy the Union's Local Committee on all such notices.

Are we interpreting the words, "dependability matters" as performance? In other words, performance issues such as failure to punch in or out, not closing flights, etc. do **NOT** need offered union representation until we reach Termination Warning.

- A) Attendance and Dependability are the same issue. Dependability and performance are two different issues. Per Article 9.A.1 of the Agreement, the Company does not need to meet with an employee for attendance or dependability issues below the level of termination warning. However, per Article 9.A.3, non-probationary employees have the right to union representation for any meeting with the Company that could result in discipline which includes performance issues.

Sometimes, an event may be both a dependability and a performance issues. For example, failure to swipe in or failure to swipe out will normally be treated as a performance disciplinary matter. However, if it is determined that an employee was also not present at work at his / her designated work time, it will be treated both as a performance issue and an attendance issue under this policy. In this example, if the Company meets with the employee for the performance portion of this issue and it could result in discipline, the employee has the right to union representation at the meeting.

93. **Article 4 – Hours of Service**  
**Attaching Task Completion to Overtime 4/23/2017**

- Q) If an employee is working on their RDO (OTCI) are they eligible for a TCA or TCB in conjunction with their OT hours as it actually is extending the hours hired for their RDO? Presuming the answer is yes because it is done daily. My question would be are they entitled to the full hour of the TCA/TCB or since they are in premium pay do they just get paid the additional time they worked on the TCA/TCB?

Example: EE hired OTCI 0600-1430, hired TCA 1430-1530 but swiped at 1440, are they paid for 9 hours at premium pay or are they to be paid for their 8 hrs OTCI and 10 minutes additional for the TCA?

- A) Task Completion and the Voluntary Offer of Overtime may be used to extend overtime. Employees working Task Completion or the Voluntary Offer of Overtime in conjunction with an overtime assignment should be paid for one full hour at the applicable rate. In your example, the employee would be paid for 9 hours at premium pay.

94. **Article 4 – Hours of Service**

**Shift Assignment when Returning from a Leave of Absence 4/25/2017**

- Q) We have an employee who is on extended illness. We bid at the beginning of December and allowed her to bid because she had a doctor's note stating she would be returning by the time the bid started. The employee did not return prior to the bid starting. We are going to put her shift up for shoe box but my question is when she returns does she go on a Relief shift or where she originally would have held in the bid by her seniority?
- A) Per Article 4.B.4, employees returning from an authorized leave of absence, such as an illness leave of absence, will be assigned a shift and days off their Bid Seniority can hold, and may be designated as Relief.

95. **CSR-Global Services Letter of Agreement dated 3/31/2016**

**Global Services Vacancies 5/04/2017**

- Q) We had a vacancy for a full-time CSR-Global Service position. There were no full-time basic CSRs interested in the position. Per Article 1.C.3.c, a part-time CSR-Global Service employee was awarded the full-time CSR-Global Service position. When we have the annual bid will this employee bid as full-time or part-time since the bid is open for ALL *qualified* agents to come into the department.
- A) By accepting the full-time CSR-Global Service position, the employee has changed their work status to full-time as a CSR-Global Service. When bidding as a CSR-Global Service during the Global Service annual bid, or any other Global Service bid throughout the year, the employee should bid as full-time status. Keep in mind the employee is still considered part-time in the basic CSR status and would return to the basic CSR position in part-time status. However, the employee may submit a system bid at any time to obtain full-time status as a basic CSR and if awarded, may accept the system bid and remain working as a full-time CSR-Global Service.

96. **Article 7 – Seniority**

**Probation when Transferring Competitively between IAM Classifications 5/04/2017**

- Q) If an IAM Ramp employee transfers into a IAM Customer Service position or vice versa, is there a probation period? Is there a probation period when it pertains to Trades? (Trading Off and Trading ON).
- A) Per Article 7.C, any employee transferring competitively into an IAM position needs to fulfill a probationary period of 180 calendar days of active service in the position. For example, a Ramp Service employee transferring to Customer Service Representative or vice versa will need to fulfill the probationary period. Per Article 4.C.6, "Probationary employees may not engage in trades that reduce their scheduled hours unless approved by local management."

97. **Article 5 – Vacation and Holidays**  
**Connecting Block Vacation to DAT or RDO** 05/05/2017

Q) Looking at Article 5.A.3.j.ii of the BTW contract, it reads:

Connecting Block Vacation to DAT or RDO

(i) During block vacation bidding, an employee may bid up to a total of 2 DAT or Floating Holiday days that are adjacent to either the start or completion of his or her block vacation.

(ii) Alternatively to the above, the employee may elect either (a) to move 2 consecutive RDOs within the pay period in which they fall so they attach either before or after the block vacation period, but not both before and after, or (b) to move a single RDO within the pay period in which it falls so it attaches before and/or after the block vacation period. The purpose in either event is to allow the possibility of at least 9 consecutive days off.

Reading ii, what is the intent of saying: “alternatively to the above”? And what is the intended time frame that this is allowed for RDO movements to be requested and moved?

Reading i, it starts by saying, “During block vacation bidding”. Does ‘alternatively to the above’ imply that any RDO movement requests must be done during block bidding as well? As in-lieu of the ability to bid an adjacent DAT? Or does alternatively intend to allow for that ability at any other time of the year?

A) The intent of this language is to allow an employee to obtain 9 consecutive days off which can be accomplished by utilizing one of two options. ‘Alternatively to the above’ in Article 5.A.3.j.ii means that an employee can exercise either of the two options but not both. Per Article 5.A.3.j, employees can either elect to place two DATs adjacent to their block vacation, OR they can move their RDOs to get 9 consecutive days off. Both options have to be declared at the time of block vacation bidding.

If during the course of the year, due to shift changes, an employee’s block vacation is now less than 9 consecutive days off, the employee can elect to attach unassigned DATS or Floating days (if the allotment is still open for the given days). Employees also have the option throughout the year to add additional days to a block vacation period, should there be available inventory at the time of request.

98. **Article 5 – Vacation and Holidays**  
**Waitlist for DATs** 05/06/2017

Q) If someone requests a DAT day that is unavailable and thus goes on a waitlist, how is that day cleared? Is it the first person who signs up and was waitlisted, or is it the person with higher seniority who was waitlisted?

A) Per Article 5.A.4.f, “A daily DAT waitlist and related processes will be established by local discussions between the Company and the Union.” Please see your Supervisor or Manager to obtain the established process at your location.

99. **Article 8 – Union Representation**  
**Union Reps Days Off** 5/16/2017

Q) Can you please tell me how super seniority works for elected IAM committee people when it comes to bidding a shift on the shift bid?

A) There is no such term as super seniority. Per Article 8.C.6 the union may request that the local committee person be assigned to Day Shift with Saturday and Sunday as their regular days off.

100. **Article 4 – Hours of Service**

**Relief 05/16/2017**

- Q) If I have a specialty position (united club) which has full and part time employees and my relief is a part time employee. When the full time employee is on vacation and the part time agent can't cover the full 40 hours only 30 can the relief agent be given the full 8 hours for the first 3 days and then the remaining 6 hours to reach the maximum of 30 hours for the fourth day, or only the 3 full days that match the full time employees schedule? Example full time employee is a 500-1330 with fri/sat days off, can the relief work 5-1330 su/mon/tu and wed 500-1130 to reach the maximum of 30 hours?
- A) If you are using a part-time employee to cover an outage of a full-time employee, the part-time employee should continue to work their scheduled hours and should not have their hours increased to 8 per day.

101. **Article 4 – Hours of Service**

**Daily Upgrade to Lead 5/16/2017**

- Q) If I have only 1 line lead scheduled on shift and I need 2, and there are 2 permanent leads on the schedule due to exceptions (1 on OT and 1 on a partial day trade), would the upgrade go to the more senior person or does the person on the partial day trade get it over the person on OT?
- A) In the scenario you describe, we recommend using the senior of the two employees.

102. **Article 5 – Vacation and Holidays**

**Canceling a DAT 05/18/2017**

- Q) What is the minimum amount of time an employee may cancel a DAT per the contract?
- A) There is no timeframe in the contract pertaining to canceling a DAT, but employees can request for a DAT to be moved to a different day. Requests will be granted based on available inventory.

103. **Article 4 – Hours of Service**

**Rotating Days Off – 24 Hour Clock 5/16/2017**

Q) We have an employee, who bid a relief shift, requesting “quick turn pay” for this past Sunday. His schedule is listed below:

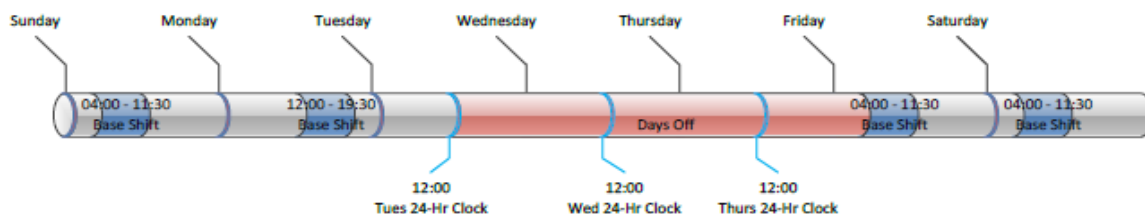
4/16	4/17	4/18	4/19	4/20	4/21	4/22	4/23	4/24	4/25	4/26	4/27	4/28	4/29
SUN	MON	TUE	WED	THU	FRI	SAT	SUN	MON	TUE	WED	THU	FRI	SAT
1200	1200	X	X	1200	1200	1200	0430	0430	0430	X	X	0430	0430
2030	2030			2030	2030	2030	1300	1300	1300			1300	1300
							<b>BASE</b>						

It is our understanding that relief schedules reset the 24 hour clock on Sundays when they start their new schedule for the week, Sunday being Day 1. Is that correct?

A) While there is no “quick-turn” term in the agreement we believe you are asking if an employee that works a rotating shift is entitled to overtime when required to come to work on the second day which would be part of the first day’s 24 hour clock. All overtime is calculated on an employee’s 24-hour clock, which is determined by the start of the employee’s base shift. Since the base shift changes for an employee working a Relief schedule, the 24 hour clock resets for each shift. In your example, the employee is not entitled to receive overtime on Sunday. See the below examples of how the 24 hour clock is defined for employees working a rotating schedule.

**Different Start Times / Same Shift Length**

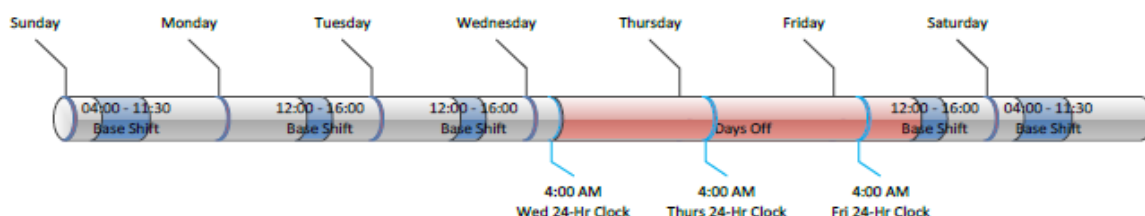
If the employee has varying shift start times, but all shift lengths are the same, the 24-hour clock on the days off will adopt the 24-hour start time of the previous work day.



Notice that the last day off (Thursday) is only 16 hours according to the 24-hour clock.

**Different Shift Lengths**

If the shift length varies throughout the week, the 24-hour clock on the days off is based on the start time of the longest shift.



104. **Article 4 – Hours of Service**

**Shift when Returning from a Leave of Absence 6/19/2017**

- Q) What is the proper procedure for work assignment, shift, time, and work area, when an employee is out, and is not permitted to bid, then returns to work, emphasis on work area? I'm being told that the employee can choose the shift (start and end time) and RDO that his/her seniority could have held, but not work area (thus, treated as outage). If true, does the work area being assigned have to be an actual shift that was on the bid, or can they just arbitrarily assign a work area regardless of whether it's an actual shift that was on the bid or not?
- A) Upon return the employee is not able to choose a work area but should be allowed to mirror a shift that exists on the bid with regular days off consistent with what their bid seniority could have held. The employee will be designated as Relief and may be flowed to multiple work areas but with a static line for the duration of the bid.

105. **Article 5 – Vacation and Holidays**

**Vacation on a Holiday 06/20/2017**

- Q) We have an employee who has vacation during July 4<sup>th</sup> holiday. He has elected to move the holiday in order to get another day added onto his vacation. Does there need to be station inventory in order to place this holiday?? We have 0 inventory left and the employee believes if his vacation falls on vacation he is entitled to have a day added on before or after regardless of inventory or not.
- A) Per Article 5.B.6, "If a holiday falls during an employee's vacation period, the employee may elect to add a day either at the beginning or the end of the vacation, or to be paid for the holiday in addition to the vacation pay at the straight-time rate. Employees must notify management of their preference at the time of bidding." If the employee did not elect to attach the holiday to the beginning or end of their vacation at the time of bidding, they can defer that holiday in the current year, but the day can only be placed on available inventory.

106. **Article 5 – Vacation and Holidays**

**Holiday within a Vacation Week 06/20/2017**

- Q) The contract says that if a holiday falls within your vacation week that you can choose to move it to the beginning or end of your vacation. Does that also apply if the holiday falls on your RDO?
- A) A vacation week is considered Sunday through Saturday. If a holiday falls within an employee's vacation week, even if on a regular day off, per Article 5.B.6, an employee may add a day before or after their vacation week, but this must be done at the time of block vacation bidding.

107. **Article 5 – Vacation and Holidays**

**Vacation and RDO Moves 06/20/2017**

- Q) When moving RDOs to become the Sunday/Monday following the vacation does it matter if one of those days is company holiday? For example: Vacation May 21 to 27, the employee would like to move RDOs for the following week to May 28 and 29<sup>th</sup>. The 29<sup>th</sup> is the Memorial Day holiday. Is this allowed?
- A) Per Article 5.A.3.j.(ii), during block vacation bidding employees may move their RDOs before or after their block week of vacation and it is acceptable if one of the days in which an RDO is moved to falls on a fixed Company holiday.



108. **Article 5 – Vacation and Holidays**

**Deferred Holidays** 06/22/2017

- Q) If an IAM employee defers the holiday to next year or current year, can they still get the day off if the holiday is a scheduled day to work?
- A) The day is considered a scheduled regular work day so the only way the employee can get the holiday off is by the holiday reduction process per Article 5.B.5 or by trading the day off.

109. **Article 5 – Vacation and Holidays**

**Holiday Reduction** 07/01/2017

- Q) Per Article 5.B.5, “5. When fewer employees within a work function, shift and classification are required to work on a holiday than the number who are scheduled to work, employees will be given preference to work or be off in bid seniority order. At least 7 days prior to the holiday, the Company will post 2 sign-up lists, one for employees who want to work the holiday and another for those who do not. At least 3 days prior to the holiday, the Company will notify employees who is working and who is not.” If a station is running a regular operation on the holiday and does not need to reduce the operation, are they required to post the two sign-up lists?
- A) No, if the station does not need to reduce the operation there is no need to post the sign-up lists.

Question 65 was updated adding the Exception:

65. **Article 4 – Hours of Service**

**Working Overtime on a Vacation Day, Floating Holiday or Trade** updated 7/6/2017

- Q) When working overtime on a trade, are employees placed at the bottom of the equalization list until they report back for a regularly scheduled shift?
- A) Yes. When working overtime on a vacation day, floating holiday or trade, employees are placed at the bottom of the equalization list until they report back for a regularly scheduled shift.  
Exception: Employees on a day trade off are considered ‘on vacation’ from the start of the trade off until the beginning of their next shift or 24 hour clock start time.

110. **Article 4 – Hours of Service**

**Trades** 7/20/2017

- Q) If an employee voluntarily does a trade to work a day for another employee, the question is does the working employee have the right to use their “bid seniority” for a work assignment?
- A) No, the employee picking up the trade would go to the work assignment of the person they traded with. However, per Article 4.B.1, when there is a need to move employees between bid line work areas, it will be done in reverse bid seniority order based on each employee’s bid seniority date in the work area and it does not matter why the employee is at work; regular day, trade, overtime, etc.

111. **Article 4 – Hours of Service**

**Mandatory Overtime** 7/20/2017

- Q) Wondering what the language concerning mandatory OT is referring to regarding shift time? Is it the beginning or end of a shift and what constitutes a shift in regards to mandatory OT (scheduled and accepted OT, etc.)? As an example, scheduled shift of 0600-1430, employee is offered and accepts 2 hour hold over until 1630. Mandatory OT materializes; is this employee included in the mandatory OT? In addition, does the interpretation change if the employee was awarded overtime from 1430-1830 1 – 3 days prior to the mandatory event or is overtime treated the same no matter if it is hired day of or day(s) in advance?
- A) Mandatory Overtime occurs at the end of a shift. In your example, the employee works his regular shift 0600 – 1430 and accepts a two hour holdover until 1630. Mandatory overtime is needed at 1630. This employee could be assigned mandatory overtime. However, per Article 4.D.10.c in the Passenger Service Agreement and Article 4.D.9.c in the Fleet Service Agreement, “Mandatory overtime will be assigned in reverse bid seniority order according to shift time, except that employees already working overtime will be assigned last.”

112. **Article 4 – Hours of Service**

**Posting Overtime Less than 4 Hours** 7/20/2017

- Q) Overtime anticipated to be less than 4 hours can't be *awarded* more than 24 hours in advance, but can it be *posted* prior to this window? eTA logic prevents an OT job of less than 4 hours from being awarded outside of 24 hours, but it allows the posting, so I've assumed this is permissible and the additional notice desirable... but our union steward thinks otherwise. Appreciate your clarification.
- A) There is no contractual language that prohibits you from posting outside of 24 hours for an overtime need of less than 4 hours.

113. **Article 4 – Hours of Service**

**Paying for Trade with a DAT** 07/20/2017

- Q) Article 5: Vacations & Holidays, Par. 5 c. Employees may use a DAT day concurrent with day trades off. Can employee who has traded 1/2 of their shift to another agent use a 1/2 DAT to cover? Can an employee who has taken a 1/2 DAT and then traded the other 1/2 of their shift, take the remaining 1/2 DAT for the trade?
- A) The answer is No. Per Article 4.C.10, “A Scheduled Employee who Day Trades off may request a DAT concurrent with the day trade to receive pay for the day. Such requests can only be made for shifts traded off in their entirety (including trades involving 2 other employees) and are not permitted for partial trades off. Such requests for DAT for the day traded off will not be subject to the DAT awarding process. All requests must be received no less than 24 hours prior to the end of the pay period.”

114. **Article 5 – Vacation and Holidays**

**Holiday Adjacent to Block Week 07/23/2017**

- Q) Does an attached DAT make a block bid week adjacent to a holiday? For example, an employee takes a block week of vacation and attaches two DATs on September 3 & 4. September 5 is the holiday. The block week itself is not adjacent to the holiday because it falls on a Monday but she took a DAT on the day prior (Sunday Sept 3) so they are saying it is adjacent and she should get the holiday off. Contract uses the term “bid vacation” and vacation policy guideline I attached from 2015 uses the term “block week”.)
- A) Per Article 5.A.3.i, you cannot attach a block week of vacation to a holiday by attaching one or two DATs. The holiday needs to be adjacent to the block week in order for employee to be able to declare it off. In this scenario, the contract term bid vacation is referencing block vacation.

115. **CSR-Global Services Letter of Agreement dated 3/31/2016**

**Removing Qualification 7/23/2017**

- Q) Outside of a termination warning for attendance, can an active Global Service or United Club qualification be removed for behavioral discipline or anything else outside of GS/UC?
- A) The Global Service or United Club qualification may be removed for performance or discipline. In addition, per LRN 16-61 and LRN 16-62, the qualification will also be removed following one year of deactivated status if removed from the alternate pool due to rightsizing the number of employees in the alternate pool.

116. **Article 5 – Vacation and Holidays**

**Vacation and RDO Moves 07/23/2017**

- Q) I have an ATW agent that is currently on a 10 hour shift with Sunday, Wednesday and Thursday RDO's. She wants to move her Wednesday/Thursday RDO's to Friday/Saturday which is allowed according to the Passenger Service Agreement, Article 5, Section A.3.j.(ii). However, she wants to move the Sunday RDO to Thursday. I explained to her that the contract states movement of the 2 consecutive days off. It does not say anything about the third RDO for movement on a 10 hour line. Can you please clarify if they can move that day or not and if it was three consecutive days off would that be allowed to move three days?
- A) Per Article 5.A.3.j.(ii), an employee can only move two DAT days during their block week of vacation. This also applies to employees on a 10 hour shift with 3 days off during the week.

117. **Article 5 – Vacation and Holidays**

**Attaching DATs to Block Vacation 07/23/2017**

- Q) The contract is not specific. If my bid vacation week incorporates a holiday and I elect to move that holiday to the end of my vacation, am I then able to attach 2 DATs to that holiday or if not am I able to attach 2 DATs to the other end of my vacation week?
- A) If an employee elects to move their holiday to the end of their block week of vacation, they are deferring it and a deferred holiday is treated like a DAT day. Per Article 5.A.3.j.(i), the most an employee can attach to their block week of vacation is two DAT days, therefore an employee may not move their holiday and attach two DATs. They can move their holiday and attach 1 DAT.

118. **Article 4 – Hours of Service**

**Task Completion 08/11/2017**

- Q) If an employee is on a Partial Day Trade Off, they traded off the end of their shift say 1830 to 2000 and then they get held up with a customer and are not done till say 1845, do they get a task completion? If so do you know how this is code in eTA?
- A) The employee would not be eligible for task completion in this scenario since the time they were held over is still part of their regular shift.

119. **Article 4 – Hours of Service**

**Task Completion 08/11/2017**

- Q) When the contract says that an employee can't work more than 16 hours in a 24 hour period, does that mean working 16 consecutive hours? What if they are working 2 trades in addition to their regular shift which gives them a 20-hour day, but they have a 4 hour break in between 2 of the shifts?
- A) Per Article 4.A.2, "Except where required by the Company due to immediate operational needs, an employee may not work more than 16 hours in any consecutive 24 hour period." The 16 hours do not have to be consecutive. Your example of working 2 trades in addition to a regular shift which gives an employee a 20-hour day, even with a 4 hour break in between two of the shifts is considered a contract violation.

120. **Article 5 – Vacation and Holidays**

**Attaching DATs to Block Vacation 07/23/2017**

- Q) If an employee chooses to attach DATs at the vac bid, are they to select specific dates, or just for example, say one before and one after? If they choose specific dates and those are now days off, do we just adjust them forward or backward automatically regardless of available inventory and regardless of the employee's wishes? Can an employee retract their request to attach DATs throughout the year 1) due to schedule change or 2) just because they decide they don't want it?
- A) Per Article 5.A.3.j.(i), "During block vacation bidding, an employee may bid up to a total of 2 DAT or Floating Holiday days that are adjacent to either the start or completion of his or her block vacation." At the time of vacation bidding the employee must specify the dates. If their schedule changes the employee should work with the Company to adjust their DATs. Employees can request for a DAT to be moved to a different day. Requests will be granted based on available inventory.

121. **Article 4 – Hours of Service**

**Authorized Unpaid Time Off (AUTO) 8/15/2017**

- Q) With regards to Article 4: Hours of Service and Overtime Section A.8.d - Authorized Unpaid Time Off (Auto) "d. Day of AUTO will be awarded to those employees working an overtime shift first, followed by those working a base shift." Question: The last part 'base shift' - what is considered a 'base shift'?

If employee 'A' is working for employee 'B'. Employee 'A' has 30 yrs., the company has determined, that day, due to low volume; operationally can award 'Auto'. Does the employee with 30 yrs. working on a trade get to use his seniority for 'Auto' or is everyone who is working which starts at 17:30 and ends at 21:30, considered a 'base shift' for that day.

- A) For purposes of AUTO, a base shift represents a regular line. In your example, everyone working the 17:30 - 21:30 shift for the day would be considered on that base shift for the day, including employees that picked up that shift as a trade for the day.

122. **United Club Letter of Agreement March 31, 2016**

**United Club – Open Line 8/15/2017**

- Q) My question is, if a united club bid line becomes available due to a retirement, does the company have to follow the requirements outlined in LRN 16-61 as well as 4-6 7(a)(b)(c) of the contract ? If the answer is yes, why wouldn't the current club permanents be allowed to bid for the open line, which has more hours then they currently have? Additionally is there a contractual ratio of how many outage/relief lines, to fixed lines there can be, 10% 20% 50%, ie... if there are 5 PT lines how many can be outage/relief? Lastly, if at its discretion the company opted to exercise 4-6 7(b) of the contract wouldn't the posting have to minimally state the number of hours the line would be even if the schedule is going to be outage/relief, and what is the contractual requirement for posting, where, how, for how long? Thank you in advance for your answer.
- A) There is no contractual ratio on the number of Relief lines. When a CSR-United Club employee retires, the Company has several options. The Company may exercise Article 4.B.7 and let CSR-United Club employees (only employees in the Club) bid on the open line. The Company may also opt to post for a vacancy to replace the headcount that retired which would be opened to all Club qualified employees.

123. **Article 4 – Hours of Service**

**Authorized Unpaid Time Off (AUTO) 8/28/2017**

- Q) I have a question about how AUTO is awarded. I am a relatively junior employee on a 1000-2030 shift. When awarding AUTO, would a more senior agent who is scheduled off an hour later, 1730-2130, be granted AUTO before myself. I am confused over the following language on page 4-2 of the contract:

Article 4.A.8.c. A "Day-Of AUTO" list will be posted prior to the beginning of the shift with a designated removal time. Day of AUTO will be awarded by shift times, work area and classification by Bid Seniority. All requests received after the AUTO list removal time will be considered on a first come, first serve basis.

Additionally, is there a set amount of time the "Day of Auto" list should be posted prior to a shift and also a removal time? My station does not incorporate this part of the contact and am interested in that.

- A) AUTO is awarded by shift times, work area and classification by Bid Seniority. If AUTO is being awarded to your shift, 1000-2030, a senior employee on a 1730 – 2130 shift would not be awarded AUTO. If AUTO is being awarded to all shifts during a timeframe, such as nights, it would go in Bid Seniority order. There is no contractual time the Day of Auto list should be posted or removed. This should be a policy established in each location.

124. **Article 4 – Hours of Service**

**Task Completion 9/4/2017**

- Q) A customer service employee works her own shift ending at 2130. She is assigned to work a flight that is now delayed until 2200. She is asked to stay for Task Completion. The employee has picked up a day trade that begins at 0500 the next morning which will violate her minimum 8 hour rest period. Is the employee required to stay for Task Completion?
- A) Yes, the employee must remain for Task Completion and should request to have their shift adjusted by one hour in the morning to provide the 8 hour rest period.

125. **Article 4 – Hours of Service**

**Overtime Assignment 9/7/2017**

- Q) In the contract article 4-13-7(B) awarding overtime is what is in question. As it states, will first be assigned to employees on a regular day off with preference to eligible employees on the shift of the overtime need.

If management needs to hire overtime, can management post hours for RDO's that are not consistent with the general bid? In other words just make up a shift start time and end time which is not on the shift bid. Or does management have to offer the RDO's starting at a shift time that is on the general bid to comply with the preference of the employee on the shift?

- A) Per Article 4.D.1.a, "Overtime will be determined at Management's discretion based upon operational needs." While often times a need for overtime will match an exact shift on a shift bid, there are times when the need may not match an exact shift on a shift bid. There is no contractual requirement that an overtime need match an exact shift on a shift bid.

126. **Article 4 – Hours of Service**

**Mandatory Overtime 9/25/2017**

- Q) Recently, there was one delayed flight and management chose to mandatory all employees whose shift was ending at 18:30. This included an SOR whose shift ended at 18:30 as well. The SOR was advised to report to the lobby to work at check in. 1. Is this allowed? 2. If it is allowed and there is another junior employee working in the SOR group wouldn't you move that agent instead?

- A) It is acceptable for an SOR to be assigned mandatory overtime to perform CSR duties. In your example, if the junior SOR was already working a shift at the time the mandatory overtime was assigned, the employee would not be available for mandatory overtime. We cannot assign overtime to employees who are working an assigned shift until their shift is over.

127. **United Club Letter of Agreement dated 3/31/2016**

**Annual Bid for Lead CSR-United Club 9/25/2017**

- Q.) We are coming up on our annual shift bid. Specialty Positions are Open to bid. Are the Club Lead positions open to bid just like the Club Rep positions? If open, who is eligible to bid the Club Lead shifts? If a Lead CSR is also Club qualified, are they eligible to bid the Club Lead shift in the open bid?

- A) On the annual shift bid, the Lead CSR-United Club position should be open to bid. Both permanent Lead CSR-United Club line holders and Lead CSRs holding the United Club qualification are able to bid on a permanent Lead CSR-United Club line during the annual bid.

128. **Article 6 – Leaves of Absence & Sick Leave**

**Personal Emergency Leave - Bereavement Days 9/25/2017**

- Q) We have an employee who took one bereavement day due to the passing of a parent. He worked for 3 days after, then asked for 3 more days for personal family reasons. I know employees are allowed to have 4 days, however do they all have to be together or can they be staggered like this employee did?
- A) Article 6.A.8 addresses the Personal Emergency Leave where an employee may be authorized up to 4 days off for a critical illness or death. Article 6.A.8.c.(ii) states, "Generally speaking, Personal Emergency Leave for purposes of bereavement must be taken within 30 days after the date of death." An employee may request to break up the 4 days to take them non-consecutively and this is acceptable. The supervisor should make a determination based on the employee's request. Employees may be required to submit supporting documentation.

129. **Article 4 – Hours of Service**

**Trades and Overtime 9/25/2017**

- Q) A FT employee picks up a day trade worked on their day off. The employee has worked 40 hours in the week. The employee claims Paid lunch during the day trade worked. Should the paid lunch pay at 1.0 or 1.5?
- A) Per Article 4.D.1.a. "Overtime is any time worked by an employee other than during the employee's scheduled shift, trades or Task Completion work." Working through a lunch on a day trade worked does not count towards weekly overtime. In your example, if the employee is working an 8 hour trade and works through their lunch, the value of the day would be 8 hours at 1.0X and .5 hours at 1.5X since the employee exceeded 8 hours for that shift. If the employee picked up a part-time trade such as 5.0 hours and worked through lunch, the value of the day would be 5.5 hours at 1.0X.

130. **United Club Letter of Agreement dated 3/31/2016**

**United Club Mandatory Overtime 9/25/2017**

- Q) Agents in the Club are told they must stay as long as there are Customers in the Club after Closing for delayed flights. They are being told it is Shift Continuation if it is less than an hour but if it goes over an hour they will be paid the Mando with No Notice Penalty? They are being told since they work in the Club Overtime does not have to be solicited as it is a Club Requirement to stay when needed? Is this policy correct?
- A) Employees working in the United Club may be required to stay for Task Completion. If the anticipated need is for less than one hour, a Supervisor or Lead (if directed to do so) may solicit volunteers from employees holding the United Club qualification using either the Voluntary Offer of Overtime or Task Completion, and if unable to obtain a volunteer may assign Task Completion to an employee already working in the United Club. If the anticipated need is for more than one hour, regular voluntary should be utilized first, followed by Mandatory overtime if essential. There are times when Task Completion may extend into Mandatory Overtime. If Task Completion extends to Mandatory Overtime, the employee would be entitled to a minimum of 1.5X their hourly rate for the mandatory time worked plus the penalty payment of 1.5 hours at straight time for not having more than one hours' notice of the mandatory overtime assignment.

131. **United Club Letter of Agreement / Global Service Letter of Agreement dated 3/31/2016**  
**United Club / Global Service Work Schedule Bids - Leads** 10/09/2017

- Q) The station is currently conducting the annual shift bid for the United Club and Global Services. If a Lead CSR holding a line on the floor (not in the United Club) becomes qualified for the United Club, do we also carry qualification over for them to reflect United Club Lead? If so, that would mean they would also be eligible/qualified to bid a United Club Lead line, on the upcoming annual shift bid?
- A) During a shift bid, United Club qualified Leads (both permanent Club line holders and alternate Club qualified) can bid on Lead CSR-United Club positions. If you qualify a Lead CSR for the United Club prior to the bid, that employee would be able to bid on a permanent Lead CSR-United Club position during the upcoming bid. Keep in mind that no one can go from a non-Lead to a Lead during a shift bid. The only way an employee can go into a Lead position is through a vacancy. However in a shift bid, qualified United Club Leads, both permanent line holders and alternates, may bid on permanent Lead CSR - United Club positions.

132. **Article 4 – Hours of Service**  
**Daily Upgrade to Lead** 10/30/2017

- Q) Two agents start at the same time. Senior agent is 5:30-9:30 on OT. 2<sup>nd</sup> agent is 5:30-14:00. Senior agent gets Upgrade to Lead. Once he leaves the 2<sup>nd</sup> agent takes over as Lead. Does he get Lead pay from 9:30-14:00 or does he get it all shift? Do you have to give it to senior agent or can it be given to the agent that will cover the entire shift?
- A) There is no specific language in the IAM contracts on upgrading Leads on a daily basis. However, when all considerations are equal, we recommend upgrading employees to the Lead role on a daily basis in seniority order. In the situation you described you may split the shift between the two employees as you did, or you could give the entire shift to the junior employee since that employee can fulfill the exact need whereas the senior employee can only fulfill part of the need. In either case, employees only receive the Lead premium while working as a Lead, so if the junior employee in your example is upgraded to a Lead from 9:30 – 14:00, he will only receive the Lead premium for those hours.



133. **Article 1 – Classifications & Vacancies**

**Vacancies 10/30/2017**

Q) If the station posts a new FT Lead CSR line is the entire station able to apply for the opening "or" can a PT Lead CSR be awarded that position first if they are interested since they are already in the classification?

A) A part-time Lead CSR does not receive a priority in obtaining a full-time Lead CSR position. The station should follow the procedures outlined in Article 1.C.3.b in the Passenger Service Agreement for filling Lead CSR vacancies. Per Article 1.C.3.b, when filling a Lead CSR permanent vacancy, the position will be posted for 7 days and awarded in bid seniority order.

Vacancies for Lead positions will be filled by candidates possessing the ability to satisfactorily perform the work in any work status and will be awarded in the following order:

- (i) Employees within basic or Specialty positions in the same classification and Location in bid seniority order;
- (ii) Employees in that classification at other Locations in bid seniority order;
- (iii) Employees covered under this or other collective bargaining agreements between the Company and the Union on a competitive basis; and
- (iv) Other Company employees on a competitive basis before hiring from outside the Company.

When filling a daily need for a Lead position, consideration is given to qualifications and availability, and while not contractually required, relative seniority should be used to differentiate when all else is equal.

134. **Article 7 – Seniority**

**Reclassifying from a Lead to a Basic Employee 11/1/2017**

Q) We would like clarification on the following question for a Lead CSR, Lead Ramp Service Employee or Lead Storekeeper downgrading to a CSR, Ramp Service Employee or Storekeeper. Specifically:

- How much notice has to be given?
- Are they required to complete the current bid?
- If they step down during a bid, do they hold what they could have held on the CSR, Ramp Service Employee or Storekeeper bid or are they assigned Relief?

A) Employees may notify Leadership of their intent to resign from a Lead CSR, Lead Ramp Service Employee or Lead Storekeeper and return to a basic CSR, Ramp Service Employee or Storekeeper at any time and are not required to complete the current bid. However, at the time of shift bidding, employees must resign the Lead position prior to the start of the bid if their intent is to bid as a basic employee. Employees holding the Lead position at the start of the shift bid will bid as Leads.

Employees resigning the Lead position will be required to notify Leadership in writing or email of their intent to return to basic position. Please note that employees will be returned to their original basic work status providing their seniority can hold the original work status. The employee and local Leadership will agree upon an effective date to return to the basic position which will be on the beginning of a pay period. Employees returning to the basic classification will return to their previously held shift bid line if it has not been filled. If the shift bid line has been filled, employees will return to a shift bid line that their bid seniority would hold, which will be designated as a Relief line until the next shift bid.

135. **Article 4 – Hours of Service**

**Task Completion** 11/8/2017

- Q) We have a closing crew of 3 agents and 1 Lead. The supervisors assign us our tasks for the night. The main task is meeting inbound aircrafts that RON. Each of us is assigned 3-4 inbound a night. I have the lowest seniority. All my inbound tasks are on time and complete. I want to leave on time. The highest seniority agent has a delay coming in at 0107 and is off at 0115. They do not want to stay either. I am then told I must stay because I am lowest in seniority. I have completed all my tasks and am ready to leave. They only pay me task completion.  
# 1 It wasn't my task  
# 2 I am lowest in seniority and moved to complete someone else's task  
#3 I don't volunteer  
Isn't this a mandatory situation?

- A) In the situation you describe you should not be forced to stay to complete someone else's task unless you volunteered for the Voluntary Offer of Overtime or Task Completion. The station should solicit for volunteers using the Voluntary Offer of Overtime or Task Completion. If no employees volunteer, Task Completion should be assigned to the employee currently working the task.

136. **Article 4 – Hours of Service**

**Shift Bid While Working Restrictive Duty** 11/8/2017

- Q) We have a Ramp shift bid coming up and need to know if an employee who is on restrictive duty allowed to participate in the shift bid. I know the contract states an employee on occupational injury, sick or medical leave who desires to participate in a shift bid must provide a physician's statement verifying a return to work date that is prior to the effective date of the shift bid, but this employee is already working.

- A) Employees on restrictive duty are allowed to participate in the shift bid.

137. **Article 4 – Hours of Service**

**Leads Trading with Basic Employees** 11/8/2017

- Q) If an employee is working a day trade for another employee who is a lead and that employee is qualified to upgrade to a lead position, does the lead position automatically go to the person working the trade or does it have to go to another qualified employee with more seniority?

- A) The station can make the determination to use the basic qualified employee accepting the trade as the Lead or they can use that employee as a basic employee and upgrade another qualified employee with more seniority to the Lead position.

138. **Article 4 – Hours of Service**

**Mandatory Overtime** 11/8/2017

- Q) Here is the scenario: I am a CSR and I am qualified to work the gates. Then due to lack of coverage for the gates, management mando's me for overtime to work a flight, don't they also have to mando the CSR's who are junior to me also? Otherwise wouldn't I be penalized with the mando overtime because I am qualified to work gates and the junior agents aren't yet qualified at the gates? Also, is the answer the same if I am mando overtime because I am the only GSC on duty? Let's say the evening GSC called in sick & I am mando'd to stay till the last departure, then wouldn't the junior agents have to stay with me?

- A) A senior employee with a specific qualification would be required to stay for mandatory overtime over a junior employee without the qualification. The junior employees without the qualification would not be required to stay.

139. **Article 5 – Vacation and Holidays**  
**Attaching DATs to Block Vacation 11/13/2017**
- Q) Can employees on an extended illness leave of absence (EIS) participate in the annual vacation bid?
- A) Employees on an extended illness leave of absence (EIS) may not participate in the annual vacation bid. Employees out on sick leave but still on active status may participate in the annual vacation bid.

140. **Article 5 – Vacation and Holidays**  
**Deferred Holidays 11/21/2017**

- Q) Article 5, Section B.10 - Deferred Holidays
- a. Employees who wish to do so have 2 alternatives to defer holidays:
- (i) Employees may defer 5 holidays (excluding New Year's Day) in exchange for an **equivalent number of paid vacation hours, which may be bid in the following year;**
- Do these deferred holidays for use in the following year, as paid vacation hours, need to be bid as a "block" week of vacation or can they be used as "floating" DAT in that following year?
- A) Employees that elected to defer fixed holidays in the current year for a week of vacation in the following year must bid these days as a block week of vacation during the vacation bid process.

141. **United Club Letter of Agreement dated 3/31/2016**

- Transferring to New Location with Qualification 11/21/2017**
- Q) I wanted to confirm that a basic CSR who is transferring to another station and holds a United Club qualification will carry the Club qualification to the next station and be added to the qualified pool at the new location.
- A) A basic CSR that holds the United Club qualification will transfer to the new station with the United Club qualification and be added to the qualified pool at the new location assuming they have enough bid seniority to hold a position in the qualified pool.

142. **Article 5 – Vacation and Holidays**  
OLD QUESTION #46 – DO NOT USE – USE REVISED QUESTION 142  
**Article 5 – Vacation and Holidays**  
**Birthday Falls on a Fixed Holiday 11/21/2016**

- Q) If your birthday falls on a paid holiday, can you get it off automatically if you elect this during vacation bidding? What if you deferred your holidays, can you still get it off? If so how are you paid for this? Holiday pay, if you did not defer the holiday and no pay if you did?
- A) If an employee's birthday falls on a fixed holiday the employee would have to take their birthday floating holiday on a day other than the fixed holiday, regardless of whether they defer the holiday or not.

142. **Article 5 – Vacation and Holidays**  
**Birthday Falls on a Fixed Holiday revised answer as of 11/29/2017**

- Q) If your actual birthday falls on a fixed holiday can you take it off as one of your floating holidays?
- A) Yes, an employee whose birthday falls on a fixed holiday will be entitled to use their birthday holiday on the specific fixed holiday.

143. **CSR-United Club and Global Services Letter of Agreement dated 3/31/2016**  
**LRN 16-61 and LRN 16-62 1/3/2018**
- Q) A CSR with 21 years returns from furlough status to a new location and applies for open Global Service Bid but is being denied as she hasn't worked 12 consecutive months in the last 18. Is this correct?
- A) One of the criteria for both the CSR-Global Service and CSR-United Club positions is to have a minimum of 1 year Customer Service Representative experience within the previous 18 month period. An employee returning from inactive status such as a leave of absence or furlough to the street status may not meet this criteria and would have to wait to apply for the Global Service or United Club bid until the criteria is met.
144. **Article 5 – Vacation and Holidays**  
**Deferred Holidays 1/3/2018**
- Q) Can an employee defer the New Year's Day holiday?
- A) An employee can defer the New Year's Day holiday but per Article 5.B.10.a.(ii) the New Year's Day holiday can only be deferred **after** New Year's Day and taken in the current calendar year. The New Year's Day holiday may not be deferred and taken 30 days in advance of the holiday.
145. **Article 4 – Hours of Service**  
**Trades 1/3/2018**
- Q) My question is in regards to trades. What is the policy on trades regarding how far in advance must they be done and submitted? Some believe it is 12 hours. Is there an LOA on when trades must be finalized?
- A) The Company and IAM have agreed that trades cannot be requested less than 12 hours in advance of the shift without management approval.
146. **Article 4 – Hours of Service**  
**Voluntary Offer of Overtime and Task Completion 1/3/2018**
- Q) When there is a flight that is running late (example..0200) and there is no management on shift and the question is asked if there were any volunteers to stay for the flight. The need is for 4 people to stay. However, everyone on shift wants to stay for the overtime. How will this be determined who will stay? Does it go by seniority or would it go by equalization hours? At that time of night, and with no management on, there isn't a way to access the equalization hours. Is this something that should be printed before the managers leave at night?
- A) When soliciting for volunteers using the Voluntary Offer of Overtime or Task Completion, an overtime equalization list should not be used per Article 4.D.1.c - Task Completion and Article 4.D.7.b.(i) – Voluntary Offer of Overtime. We suggest using seniority when possible to determine which employees will be awarded the Voluntary Offer of Overtime or Task Completion.

147. **Article 4 – Hours of Service**

**Work Areas** 1/3/2018

- Q) My station is a relatively smaller line station. We do not bid work areas specifically, but rather award assignments by seniority at the beginning of the shift. Recently, we have had a more junior employee on an earlier start (1045) state, that because they started the work (bag room area), they should be entitled to continue and finish the bag room work area over a more senior agent who starts at 1145. We want to be fair, but also respect seniority and the contract. The contract is vague on what should happen here. If both agents want to work the bag room, who should have the right to work it? There is no other work tasks that would begin at this station until the first plane actually lands around 1230pm.
- A) There is no language in the contract regarding issuing job assignments based on seniority. In your example, the Company is not required to move a junior employee assigned to a work area out of that work area when a senior employee comes to work and wants to work in a specific work area.

148. **Article 5 – Vacation and Holidays**

**Holiday Move** 1/3/2018

- Q) Per Article 5.B.6, "If a holiday falls during an employee's vacation period, the employee may elect to add a day either at the beginning or the end of the vacation, or to be paid for the holiday in addition to the vacation pay at the straight-time rate. Employees must notify management of their preference at the time of bidding." If you take week 52 for vacation in 2018, are you able to move the Christmas holiday to Sunday, Dec 30th? Dec 30th is week 1 for 2019. If you are able to add it, what will be placed in your ETA on that date, HOLM?
- A) Yes, in the scenario you described an employee taking week 52 for vacation in 2018 may elect to move the Christmas holiday (December 25, 2018) to Sunday December 30, 2018, even though Sunday December 30, 2018 is the first day of the vacation year for 2019. This election must be made at the time of vacation bidding. The Business Office would enter HOLM for Dec 25 and VCA (Vacation Attached) for the additional day.

149. **Article 4 – Hours of Service**

**Daily Upgrade to Lead** 1/8/2018

- Q) I work ATW and there are 8 permanent Leads in my department, when one Lead goes on vacation how should the Lead vacancy be filled?
- A) The Company should make the determination of whether to backfill the Lead position or not. If the decision is made to backfill the Lead position, there is no specific language in the IAM contracts on upgrading Leads on a daily basis. However, when all considerations are equal, we recommend upgrading employees to the Lead role on a daily basis in seniority order.

150. **Article 4 – Hours of Service**

**Overtime** 1/8/2018

- Q) I am a full time fleet service employee and am on a DAT or floating holiday. I also sign up and am awarded overtime during my DAT/Floating holiday. What is the rate of pay if you work 12 hours of overtime during your 24 hour period while on a DAT/Floating holiday?
- A) It is difficult to answer your question without knowing your exact schedule but here is an example. An employee's regular shift is 0500 – 1330. This employee takes a vacation day and elects to work overtime from 1330 - 2200. The employee should be paid 8 hours for their vacation time and 4 hours of overtime at 1.5X and 4 hours of overtime at 2.0X.

151. **Article 5 – Vacation and Holidays**

**Vacation Accrual when Returning from a Leave 1/8/2018**

- Q) If an agent with 17 years of seniority is recalled to permanent duty after 2 ½ years of furlough, is she entitled to her vacation time in 2018? Article 7, 1,5, b suggests not for temp assignments but doesn't address permanent recall. I understand there has been no accrued pay but what about the time off?
- A) Employees returning to active status from any type of inactive status such as a personal leave of absence, illness leave of absence, educational leave of absence or furlough will begin accruing vacation upon their return to active status. Per Article 5.A.2.a-b, employees accrue vacation based on their vacation seniority date and the number of active paid months in the year. For example, a full-time employee returning on 07/01/2017 from a three year leave of absence with 20 years of vacation seniority will accrue six months of vacation or 80 hours for use in 2018.

152. **Article 4 – Hours of Service**

**Mandatory Overtime 1/8/2018**

- Q) Here is the scenario. Employee AB RSE is scheduled to work Sunday 1130 am to 8pm and then does a trade working for another employee at 4 am Monday morning to 1230pm. At 8pm Sunday there is a mandatory overtime call. Is employee AB excused from mandatory overtime and a more senior employee required to stay even though he only worked 8 hours so far but would go over 16 the next morning due to the trade.
- A) In the scenario you provided Employee AB would be excused from mandatory overtime since it would cause a rest period violation. If the station has no other option than to keep the employee for mandatory overtime, every effort should be made to adjust the employee's shift in the morning to ensure 8 hours of rest.

153. **Article 10 – General and Miscellaneous**

**Training 1/10/2018**

- Q) Article 10.F.1 provides for training for up to two hours before or after a regular shift paid at the straight time rate. How is this paid when it is more than 2 hrs before the employee's regular shift. For example, an employee's regular shift is 1400-2230. The employee was given 7 days' notice to a new start time of 0900-1750 to attend a local training class.
- A) In the situation you described the station gave the proper notice of 7 days and moved the employee's shift to accommodate the training, therefore the employee would be paid 8 hours of straight time for the day.

154. **Article 4 – Hours of Service**

**Part-time Back-to-Back Shifts 2/4/2018**

Q) According to Article 4, section 7 a: The starting times of work shifts will be governed by operational needs. Back-to-back part-time shifts will not be used to cover staffing needs that could otherwise be covered by a single full-time shift.

1. What is considered a "single full-time shift"?
2. Can part-time shifts overlap? If so by how much?
3. Can part-time shifts equal a full-time shift if they are in different bid work areas?  
i.e. Ramp 0430-1045 and Bagroom 1000-1400
4. How much of a time difference do part-time shift need to be separated?  
i.e. Would this be acceptable 0415-0815 then 845-1245

A) 1. What is considered a "single full-time shift"?

**An example of an 8 hour full-time shift is 0600 – 1430. An example of a 10 hour full-time shift is 0600 – 1630.**

2. Can part-time shifts overlap? If so by how much?  
**Part-time shifts may overlap. There is no restriction on the amount of time part-time shifts may overlap.**
3. Can part-time shifts equal a full-time shift if they are in different bid work areas?  
i.e. Ramp 0430-1045 and Bagroom 1000-1400  
**Yes.**
4. How much of a time difference do part-time shift need to be separated?  
i.e. Would this be acceptable 0415-0815 then 845-1245  
**Your example is acceptable.**

In addition, there are a number of factors that need to be analyzed to determine whether two back to back part-time shifts could be covered by one full-time shift. For example, how many days per week are the part-time employees working, do regular days off match up, will the operation be covered sufficiently, and are the work areas the same. Let's look at two part-time shifts at five days per week, 1500-2000 and 1900-0000. In this example there is exactly 10 hours of coverage per day but the time from 1900 – 2000 is covered by two employees, which would be impossible to do with one employee. In addition, to cover the operation with one 10 hour employee would require a full-time employee to be scheduled for 10.5 hours to include a lunch scheduled in the middle of the shift. Scheduling a 30 minute lunch period in the middle of the shift would not provide coverage received by having two part-time employees work the shifts. Another factor is that a 10 hour employee works four 10 hour days or 40 hours per week. Each part-time employee in our example is working 25 hours per week which totals 50 hours per week for both employees. Using one full-time employee would only provide 40 hours of coverage per week leaving 10 hours uncovered which presents an operational deficiency. In summary, to determine whether two part-time shifts can be covered with one full-time shift is a complex analysis, but shifts are constantly reviewed to ensure contractual compliance.

155. **Article 4 – Hours of Service**  
**Mandatory Overtime 2/21/2018**
- Q) I'd like to know the minimum time the company can mando before it becomes "illegal" as well as clarification on if they mando you four hours under an hour, they are penalized an additional hour so are they to pay you five hours? Or are they only to assign you 3hours?
- A) Per Article 4.D.9 in the 2016 – 2021 Fleet Service Agreement and Article 4.D.10 in the 2016 – 2021 Passenger Service Agreement, employees may be assigned mandatory overtime for a maximum of four hours. If the Company does not give the employee at least one hour's advance notice, the employee will receive 1.5 hours pay as a penalty payment which is in addition to the number of mandatory overtime hours worked. For example, if the employee was not given one hour's advance notice and worked 4 hours of mandatory overtime, the employee would be paid for 4 hours of mandatory overtime plus 1.5 hours of pay for the penalty payment.
156. **Article 5 – Vacation and Holidays**  
**Holiday Reduction 2/21/2018**
- Q) Article 5.B.5, "When fewer employees within a work function, shift and classification are required to work on a holiday than the number who are scheduled to work, employees will be given preference to work or be off in bid seniority order. At least 7 days prior to the holiday, the Company will post 2 sign-up lists, one for employees who want to work the holiday and another for those who do not. At least 3 days prior to the holiday, the Company will notify employees who is working and who is not." For the list of those who want to work the holiday, is this used only to grant someone the day off, example: hire employee with lowest accumulated hours to grant most senior employee off; one for one? Or, should this same list be used by lowest hours to hire needed OT on the holiday even if there is no holiday reduction being granted or should the hiring of overtime be done through the normal overtime signup list generally used when no holiday reduction is being granted
- A) If a station utilizes Article 5.B.5 on a holiday, bid seniority should be used to award the two sign-up lists to establish who will be off and who will be working on the holiday. Beyond establishing who will be off and who will be working on the holiday, if there is a need to hire overtime the normal overtime procedures should be used.
157. **Article 5 – Vacation and Holidays**  
**Holiday Pay 3/12/2018**
- Q) Which rules apply on the holiday worked, Holiday work rules 5.B.4 or the OT work rules? The employee volunteered to work on the Holiday and was awarded work through the holiday volunteer work list.
- A) Please use Article 5.B.4 in the Passenger Service and Fleet Service Agreements regarding compensation on a holiday. It does not make a difference if the employee was at work through the holiday volunteer process or because the Company called voluntary overtime.
158. **Article 4 – Hours of Service**  
**Probationary Employees and Trades 3/28/2018**
- Q) In my location probationary employees are only able to trade amongst themselves and only with an agent who has a similar skill. Please clarify if probationary agents trades are solely up to local management?
- A) Per Article 4.C.6, "Probationary employees may not engage in trades that reduce their scheduled hours unless approved by local management." A probationary employee with a lobby qualification only may be prohibited from trading with a CSR holding multiple qualifications.



159. **Article 4 – Hours of Service**

**Movement of Work Areas 3/28/2018**

Q) Can a Station Operations Representative (SOR) be pulled from their specialty area/bid line during the day to work in Customer Service areas (ticket counter, gates, baggage service) in order to cover sick calls or irregular operations? Keep in mind SOR are classified as OO department code (not CS), and wear different uniforms than customer service. Or should these shortages be covered by hiring task completions/holdovers within the CS work group for coverage? If pulling the SOR is permitted, shouldn't it also be permitted with United Club agents, who are categorized as CS and wear the CS uniform? Should they be utilized in a different CS work area before moving an SOR? All the SORs were told when we bid this line that we would not be pulled from our work area to work in customer service areas. Now there is talk of this happening, and I would like clarification to the process or rules for this situation.

A) It is acceptable for a Station Operations Representative, a CSR-United Club, a CSR-Global Services or any Specialty position to be reassigned during a shift to cover another area in unique situations such as covering irregular operations. The Company will make the determination what area to move employees from and to.

160. **Article 4 – Hours of Service**

**Overtime 3/28/2018**

Q) In the contract Article 4.D.7.b awarding overtime is what is in question. As it states, will first be assigned to employees on a regular day off with preference to eligible employees on the shift of the overtime need.

If management needs to hire overtime, can management post hours for RDO's that are not consistent with the general bid? In other words, just make up a shift start time and end time which is not on the shift bid. Or does management have to offer the RDO's starting at a shift time that is on the general bid to comply with the preference of the employee on the shift?

A) Per Article 4.D.1.a, "Overtime will be determined at Management's discretion based upon operational needs." While often times a need for overtime does match an exact shift on a shift bid, there are times when the need may not match an exact shift on a shift bid. There is no contractual requirement that an overtime need match an exact shift bid.

161. **Article 6 – Leaves of Absence & Sick Leave**

**Requiring a Doctor's Certificate 04/11/2018**

Q) An employee is on an illness leave of absence or EIS. We have made numerous attempts to reach the employee requesting medical documentation but have not received a response. Do we have to conduct an Investigatory Review Meeting (IRM) or can the employee be administratively separated?

A) As long as the Company made several attempts to contact the employee to no avail, and alerted the IAM the employee is unable to be reached, , this is considered job abandonment and the employee may be administratively separated without an Investigatory Review Meeting (IRM).

162. **Article 4 – Hours of Service**

**Blocking Trades When Training is Required 4/23/2018 (Q&A removed 10/28/2002)**

Q) ~~When an employee is required to take company training (for example core 4 or normal recurrent training), can day trades be blocked? When we update the codes below in eTA, the employee is no longer able to trade. "All three codes will prohibit the employee from trading off." The union is pushing back that we should not be blocking trades.~~

A) ~~Yes, trades can be blocked when mandatory training is required.~~

163. **Article 4 – Hours of Service**  
**Rest Violation** 4/23/2018

Q) If an employee is working a combination of OT/Reg. Shift/DTW and it totals exactly 16 hours for the duty day with two lunch periods built in totaling 15 hours paid are they eligible to stay for an additional hour of voluntary OT? (Due to a late flight)

A) No, this would be considered a rest violation since the employee's shifts total 16 hours in a 24 hour period.

164. **Article 6 – Leaves of Absence & Sick Leave**  
**Jury Duty** 04/24/2018

Q) We have an employee whose residency is in one state but she works in another state. She has been summoned for Jury duty. She and I were wondering if she will be granted time to fly (1day), time for JD processing ( however long this will be) and another day to fly back (1day). I was not sure on how to answer since this is an out of state requirement. Can you please let me know standard protocol for out of state Jury Duty requests?

A) Per Article 6.A.1.e, "An employee required by the court to report for jury duty will not be required by the Company to report for work on his or her regularly scheduled shift the same day, including a midnight shift immediately prior to actually reporting for jury duty (or at the employee's option, a midnight shift immediately following actually reporting for jury duty) or an afternoon shift immediately following serving jury duty." In the situation you described the Company does not provide travel days for jury duty.

165. **Article 6 – Leaves of Absence & Sick Leave**  
**Requiring a ab's Certificate** 04/24/2018

Q) Can you please verify my interpretation of Article 6(B)(1)(a) of the 2016-2021 Contract? Article 6(B)(1) specifies that PAID sick leave is available. Does Article 6(B)(1)(a) mean that it is UNPAID for the 2nd non-FMLA sick leave unless they bring in a doctor's certificate?

A) Per Article 6.B.1.a, "Beginning with an employee's second non-FMLA sick leave absence of 3 or more days within a rolling 6-month period, the employee will be required to submit a doctor's certificate for all sick leave absences of 3 or more days." The doctor's certification is required for the second event if the absence is 3 days or greater.

Per Article 6.B.1.c, "In special circumstances, local management may waive or require a doctor's certification. The Company may require a doctor's certification before approving any sick leave of 3 or more consecutive weeks." The Company may require an employee to provide a doctor's certification for absences of less than three days or outside the two events within a six month period. Any excessive period of time absent, patterns/trends, special events, etc. may qualify as reasons local management may require doctor's certification for time out sick.

In either case, if an employee does not provide the required doctor's certification, the employee will be paid provided they have sick leave hours, but the failure to provide a doctor's certification may lead to performance discipline.

166. **Article 4 – Hours of Service**

**Mandatory Overtime** 4/26/2018

Q) Please Clarify Article 4.10a and 4.10b.

Article 4.10 Mandatory Overtime

a. Mandatory Overtime is overtime that an employee is assigned and required to work involuntarily, and will only be required in operational emergencies when sufficient voluntary overtime cannot be secured to maintain the Company's operation. Mandatory overtime will be limited to the number of employees and hours required to cover the emergency as determined by local management.

b. Mandatory overtime will not exceed 4 hours past an employee's scheduled shift in any 24 hour period. Employees will not be required to work mandatory overtime until the opportunity to work the additional hours has been offered to all qualified employees who are currently at work, and if there are an insufficient number of volunteers, then to otherwise eligible employees whose names remain on the overtime call sign up list.

My station is interpreting this to mean they do not have to call the overtime list for any other hours then the declared need, which is for 4 hours. Is this in compliance with Articles 4.10a and 4.10b of the IAM PCE contract? Scenario is as follows: I am off at 2000 and I am willing to stay until 2200; However, management has decided that the overtime need is for 4 hours from the 2000 off agents. There are not enough agents that are signed up for voluntary overtime for the 4 hour need from the 2000 off agents. Therefore; the company implements mandatory overtime for the 2000 agents for 4 hours. I was not given the opportunity to stay and work the 2 hours from my 2000 off time because the need was for 4 hours... Is this in compliance with Articles 4.10a and 4.10b?

Should the company exhaust ALL overtime that encompasses the overtime need hours? In this example any hours that are in between 2000 and 0000 should have been offered to agents volunteering to work prior to mandating the 2000 agents?

A) The Company must exhaust all voluntary overtime for the exact need per Article 4.10.b. The Company is not required to call employees that can only work a partial need which is why an employee that can only fulfill two hours out of a four hour need may not be offered voluntary overtime.

167. **Article 4 – Hours of Service**

**Trades and Shift Overlap** 5/2/2018

Q) The scenario is I have an agent who picks up a day trade shift from 1400-1930 and the agent's home shift is 1900-0130. eTA allows the 30 minute overlap which then turns the shift into a 5 hour shift (1400-1900). eTA then still takes out a lunch for that shift. Per the contract, any part time shift 5 hours and under is not required to take a lunch. So the agent then asks for a no lunch during the first shift. We are honoring the no lunch. Is this the correct thing to be doing or should we still be assigning the 30 minute lunch that eTA is taking out?

A) In the scenario you described the employee picked up a trade from 1400-1930 which is 5.5 hours in length and any shift over 5 hours will have a lunch associated with it. The 30 minute overlap with the employee's base shift only provides flexibility for trading purposes but it does not affect the lunch period. The employee should be assigned a 30 minute meal period for the 1400 - 1930 shift, even though it overlaps with the employee's base shift starting at 1900.

168. OLD QUESTION #50 – DO NOT USE – USE REVISED QUESTION 168

**Article 5 – Vacation and Holidays**

**Floating Holidays on Trades** 12/05/2016

- Q) Are HOLF's (Floating Holidays) permitted on trades? The contract states that DATs can be applied with a trade and only DATTs can be requested by the employee in eTA, however adding a HOLF to a day trade pays correctly.
- A) No, Floating Holidays should not be placed on top of a trade. Article 5.A.5.c in the contract only specifies DATs as being able to be placed on trades which is how the DAT management application is programmed.

168. **Article 5 – Vacation and Holidays**

**Floating Holidays on Trades** *revised answer as of 04/30/2018 (replaces Q & A #50)*

- Q) Are HOLF's (Floating Holidays) permitted on trades? The contract states that DATs can be applied with a trade and only DATTs can be requested by the employee in eTA, however adding a HOLF to a day trade pays correctly.
- A) Yes, a floating holiday or deferred holiday may be applied on a trade day off in order to receive pay for the day.

169. **Article 3 – Compensation & Benefits**

**Effective Date of Wage Increases** 5/14/2018

- Q) Article 3: Compensation & Benefits, A. Paycheck, 5. Wage progression and longevity increases are effective starting with the pay period which begins nearest the employee's anniversary date. Does that mean if my wage progression increase date is in the first week of the pay period, it will be retroactive to the beginning of that pay period and if it's in the second week of the pay period then my increase would begin on the next pay period?
- A) Per Article 3.A.5, all wage increases provided for in the agreement are effective on the beginning of a pay period closest to the anniversary date. For example, if an employee's pay seniority date is July 25<sup>th</sup> and the beginning of the pay period is July 20<sup>th</sup>, the employee will receive the wage increase on July 20<sup>th</sup>. If an employee's pay seniority date is July 14<sup>th</sup> and the beginning of the pay period is July 20<sup>th</sup>, the employee will receive the wage increase on July 20<sup>th</sup>.

170. **Article 4 – Hours of Service**

**Mandatory Overtime** 5/14/2018

- Q) For BTW & ATW, are we allowed to mandatory employees who have traded off a portion of their shift? For example, an employee is scheduled to work 0330 - 1200 and has traded off 1030 - 1200 to another employee. Can we mandatory the employee even though they have another employee working for them?
- A) No, you would not be able to assign mandatory overtime in the situation you described. You should view the shift as one continuous shift from 0300 - 1200. Mandatory overtime could not begin until 1200 for that shift.

171. **Article 1 – Classifications & Vacancies**

**Daily Upgrade to Lead 5/16/2018**

- Q) We understand when filling the daily need for a Lead upgrade it is the recommendation to upgrade the senior agent. In the event we don't take the recommendation of upgrading a senior agent, can the senior agent claim bypass for the lead override and be paid the override even if they didn't perform the work?
- A) While we recommend upgrading the senior employee unless there are unique circumstances, there is no concept of a daily lead upgrade bypass.

172. **Article 7 – Seniority**

**Seniority Lists 5/22/2018**

- Q) I have two employees that were both awarded Lead positions effective 05/03/18. Their Lead bid dates are tied. I cannot find anything in the contract on what breaks the tie, company date, or craft date. Any help is greatly appreciated.
- A) Article 7.D.1.b outlines how ties are broken for Lead RSEs and Lead Storekeepers:  
b. Seniority lists for Leads will be sorted in Lead Bid Seniority date order. Ties will be broken in the following order:  
(i) Basic Bid Seniority date;  
(ii) Company Seniority date;  
(iii) The lowest of the last 4 digits of the social security number; and  
(iv) The lowest 4 digits of the month and day of the birth date.

173. **Article 4 – Hours of Service**

**Overtime Eligibility 7/22/2018**

- Q) Can overtime be posted and offered for "Leads" only? That restricts it to only leads and lead alternates? We do not have preference bidding and under normal circumstances would upgrade agents at such time that "Leads" are on vacation, out sick etc.
- A) Overtime is posted and awarded based on qualifications. Leads, specialty and basic employees are eligible for overtime as long as they hold the qualification required by the Company for the overtime need.

174. **Article 5 – Vacation and Holidays**

**Vacation Calculations for Weekly Overtime 7/30/2018**

- Q) The employee was FT / PT last year. This year in eTA he is getting paid 4.5 hours of vacation as his Average Accrual Rate (AAR). He is now FT and scheduled for 40 hours in a week. He has accepted overtime on his days off. He will be short 3.5 straight time hours due to the reduced amount of vacation hours being paid out. This will make a difference between 1.5 and 2.0 on how his overtime will pay. What is the correct way to apply the AAR vacation pay for the 40 hours in a week overtime purpose?
- A) Per Article 5.A.2.b and 5.A.2.c.(iii), an employee that changes during the year from part-time to full-time or vice-a-versa will accrue vacation for the following year based on the work status held during each accrual month in the accrual year. Vacation pay in the usage year will be distributed evenly across all paid vacation days and these hours will count towards weekly overtime since they are based on the actual vacation accrual during the accrual year. Employees moving from part-time to full-time will most likely receive less hours than their full-time schedule on a vacation day while employees moving from full-time to part-time will most likely receive more hours than their part-time schedule on a vacation day.

175. **Article 3 – Compensation & Benefits**  
**Retiree Bridge Medical 08/29/2018**

- Q) Article 3 states employees eligible for the Retiree Bridge Medical may obtain medical insurance for both their spouse/domestic partner and themselves using 11 hours of sick leave for each month of participation. Specifically, "Payment of the 11 hours of sick leave will be accepted as the retiree's **complete payment obligation** for each such month of participation."

Currently, as an active employee, United requires an additional premium to cover a spouse/domestic partner under the medical plan if the spouse/domestic partner has subsidized medical coverage available through another sponsored medical plan.

With the retirement bridge, if the spouse/domestic partner has subsidized medical coverage available through another sponsored medical plan, would the retired employee still be charged an additional premium?

- A) The 11 hours of sick leave per month provides for the complete insurance premium and includes the spouse/domestic partner fee for having coverage under another medical plan.

176. **Article 4 – Hours of Service**  
**Overtime Equalization 8/29/2018**

- Q) When awarding overtime as described above, overtime hours will be balanced among employees on an equalization basis to provide the first opportunity to the employee with the least number of overtime hours and the last opportunity to the employee with the highest number of overtime hours. In balancing employees' hours, employees' overtime hours will include overtime hours on a straight time basis that are: (a) worked; or (b) offered and declined. If 2 or more employees' overtime balances are equal, Bid Seniority will govern. Overtime balances will be posted electronically.

When CSRs are mandated with more than 1 notice are the number of hours mandated for added to the employees cumulative balance?

- A) Employees are not charged hours for equalization purposes when assigned mandatory overtime.

177. **Article 4 – Hours of Service**  
**Relief 08/29/2018**

- Q) Can the company use a PT Relief agent **instead** of a FT Relief agent to cover a FT agent on vacation? Example: If you have 2 FT /3 PT relief in your station and 4 FT agents on vacation can the company use all 3 PT and None of FT?

- A) In what should be a unique situation where the Company does not have sufficient full-time Relief coverage a part-time employee may be used to cover a full-time shift.

178. **Article 4 – Hours of Service**

**Overtime** 08/29/2018

- Q) If the company posts a need for overtime do they have to hire overtime? Example: The company posts a need for OT on 6/13/18 2 agents 0330-0730, agents sign up, yet day of company decides they didn't need anyone and do not hire. Is this acceptable?
- A) Per Article 4.D.1.d, "Employees are responsible for confirming awarded overtime by reviewing the award results. Once overtime hours are awarded or assigned to an employee, it is that employee's responsibility to work and the overtime hours cannot be traded or cancelled by the employee or cancelled by the Company, provided that twice per calendar year, an employee may cancel planned overtime hours no less than 10 hours before the commencement of the hours that were awarded. The failure to report for and work awarded overtime will be handled consistent with the Company's attendance policy." The Company may not cancel overtime that has been awarded. Overtime posted but not awarded may be cancelled.

179. **Article 4 – Hours of Service**

**Movement of Work Areas** 08/29/2018

- Q) In our station there has been a need to cover the specialty (SOR, united club, leads) positions due to illnesses and vacation. There is a need to cover the specialty position from 1115-2000. We have two qualified agents on shift. A senior agent working 7-1530 lobby and a junior agent working 1045-2115 gates. Both agents would be moved out of their respective bid areas to cover the outage. Which agent would be used to cover the specialty position from 1115-1530?
- A) The Company should move employees between work areas per Article 4.B.1, "When there is a need to move employees between bid line work areas, it will be done in reverse bid seniority from the available employees in the work area the Company identifies providing that: (a) the employee is qualified to do the work in question, (b) the employee has enough time remaining within their scheduled shift to complete the assignment." In the situation you described, the Company would most likely use the junior employee since that employee can fulfill the entire need.

180. **Article 4 – Hours of Service**

**Trades and Shift Overlap** 8/29/2018

- Q) Employees are allowed up to a 30 minute overlap when they are on their base shift and picking up a trade after or before their own shift. Are employees allowed a 30 minute overlap when they already are on a trade and want to pick up another trade?
- A) No, the 30 minute overlap only applies to employees on their base shift and picking up a trade before or after their own shift. It is not allowed when an employee is already working a trade and wants to pick up a second trade.

181. **Article 4 – Hours of Service**

**Shift Bidding** 10/19/2018

- Q) Article 4.B.4 states, "An employee on occupational injury, sick or medical leave who desires to participate in a shift bid must provide a physician's statement verifying a return to work date that is prior to the effective date of the shift bid." Should employees out sick but still on active status be allowed to bid?
- A) The station should make a determination based on whether the employee is expected to be back within a reasonable amount of time. (A suggested reasonable amount of time is 3 weeks.) We suggest not allowing an employee to bid that will be out for an extended period unless the employee provides a physician's statement verifying a return to work date prior to the effective date of the shift bid.

182. **Article 5 – Vacation and Holidays**

**Vacation Carry-over 11/20/2018**

Q) If an employee is out of work due to an on the job injury and is not able to use their remaining vacation time, are they allowed to carry over more than 3 days due to the circumstances?

A) No, in all situations employees are not able to carry forward more than 3 vacation days. Per Article 5.A.5.a.(ii), “Employees with more than 3 unused vacation days (including block vacation, DAT’s, and Holidays) at the end of the Vacation Usage Year will have all days in excess of 3 days paid out no later than February 28 of the following year.”

183. **Article 5 – Vacation and Holidays**

**Birthday Floating Holiday 11/26/2018**

Q) In the vacation bid process, if the employee selected their birthday using their Birthday FH, are they able to move it after the BID is completed, since ultimately, they are to be treated as DAT’s?

A) An employee may move their birthday floating holiday, but can only move it to a day that has available inventory.

184. **Article 4 – Hours of Service**

**Trades 11/26/2018**

Q) How do you interpret article 4 c 4 where it states each employee must work a minimum of 50% of their scheduled hours each month ( for this purpose, worked hours include overtime, scheduled training, vacation, dat, paid and unpaid sick time, paid and unpaid occupational injury, auto and dtw). Does the 50% of the hours worked pertain only to employees bid hours or all hours worked? If I swap or trade 50% of my hours to same person is that a violation of seniority? Full timer trading to a part timer.

A) Article 4.C.4 states, “Each employee must work a minimum of 50% of their scheduled hours each month (for this purpose, worked hours include overtime, scheduled training, vacation, DAT, paid and unpaid sick time, paid and unpaid occupational injury, AUTO and DTW).” Employees must work a minimum of 50% of their **bid** hours. It is acceptable for an employee to trade 50% of their hours to the same employee. A full-time employee may trade with a part-time employee and vice versa.

185. **Article 5 – Vacation and Holidays**

**Bidding a Purchased Week of Vacation 11/27/2018**

Q) An employee has two weeks of accrued vacation to bid. He also bought a week. Is he required to bid one or two of the three total weeks as block vacation?

A) A purchased week of vacation can only be taken as a block week. In addition to bidding the purchased week of vacation as a block week, we follow the chart in Article 5.A.4.a which states one week of vacation must be bid as a block week for employees with two or more weeks of vacation. In your example, if an employee has two weeks of accrued vacation to bid, one of those weeks must be taken as a block week and the purchased week of vacation must be taken as a block week, so two of the three total weeks must be bid as block weeks.



186. **Article 6 – Leaves of Absence & Sick Leave**

**Holiday Pay while on EIS 11/28/2018**

- Q) If an employee is out on EIS (inactive illness leave) during a holiday, do they get paid the holiday or can the holiday be moved?
- A) Employees on inactive extended illness status (EIS) will not receive holiday pay and they cannot move the holiday while on EIS.

187. **Article 7 – Seniority**

**Ramp Service Lead Bid Seniority 3/18/2019**

- Q) If a permanent PT Lead RSE is awarded a permanent FT Lead RSE position, does their Lead RSE Bid Seniority start over on the date they are awarded the FT Lead RSE?
- A) Per Article 7.A.4 of the 2016 – 2021 Fleet Service Agreement, employees hold seniority as a Lead RSE in the work status of the Lead position. A PT Lead RSE that is awarded a FT Lead RSE position will receive a new Lead RSE Bid Seniority Date. The Bid Seniority Date for Leads is the day after the Lead vacancy posting closes.

188. **Article 4 – Hours of Service**

**Bidding out of SOR Position 4/15/2019**

- Q) We have a Full-time employee who wishes to leave her current position as an SOR (Station Operations Rep). She has fulfilled the required 1 year commitment. We are about to have a station bid. This bid has not yet commenced. She has advised local management of her intent to bid out of ops. Are there any stipulations as to why she would not be allowed to leave ops and move into a basic Full-time CSR position? We'd like to make sure we fully understand the process of this situation. From what we understand, this employee will give up her SOR line and bid another line from the CSR shift bid that she can hold. Are there any other consequences for her leaving her SOR position?
- A) The 2016 – 2021 Passenger Service Agreement, Article 4.B.2, addresses certain work areas which require specialization or performance skills. The language specifically states, "Except for the Station Operations Representative work area, interested, qualified employees will be given the opportunity to option into or out of these work areas a minimum of 1 time per year." An SOR cannot bid out of their position on a shift bid. An SOR must submit a system bid if they are interested in transferring to a CSR position. If an SOR is interested in obtaining a position other than a CSR, it would be via a competitive transfer. If an SOR system bids out of the position to a CSR position, they can only obtain the SOR position again in the future by being awarded a bid when the position is posted.

189. **Article 4 – Hours of Service**

**Overtime while Absent 5/21/2019**

- Q) The contract states in Article 4.D.6.c that employees are ineligible for overtime:... (b) for 24 hours from the start of a shift where the employee was absent due to illness, FMLA or unauthorized unpaid time off. Does this include partial FMLA? Trying to get clarification as the statement "a shift where the employee was absent" seems to imply that the employee calls out for the entire shift.
- A) If an employee is sick or calls out FMLA at the beginning of the shift but then comes to work and completes the remainder of the shift, the employee is eligible for overtime. If it is the other way around and the employee comes to work for the first portion of their shift, then leaves due to illness or FMLA during the last portion of their shift, the employee is not eligible for overtime again until 24 hours from the start of the shift where the employee was absent.

190. **Article 7 – Seniority**  
**Probation 8/21/2019**

- Q) We have hired several employees ATW and BTW, most transferring from Catering Ops. The employees are questioning their probationary end dates, and allegedly they have been informed by recruiting and system bid that their 6-month probation starts at the time the offer letter is signed. The offer letter was signed March 14<sup>th</sup>, 2019, however, they didn't start training for the new position (RSE) until March 25<sup>th</sup>, 2019 – which is the same date showing in MTB (Manager's Tool Box). Can you please advise which date should be used – signing of the offer letter or the first day of training?
- A) Article 7.C of the 2016 – 2021 Fleet Service, Passenger Service and Stores Agreement states, "Company employees transferring competitively into an IAM-represented classification will be regarded as probationary for the first 180 calendar days of active service in the position." Probation begins on the first of day service in the new position, it is not based on the bid seniority date. In the example you provided, the probationary period starts on March 25, 2019.

191. **Article 4 – Hours of Service**  
**Overtime Bypass 9/3/2019**

- Q) An employee was accidentally awarded overtime for a date that had already passed. For example, today is 8/22 and I was awarded overtime today for 8/21 at 0500. The employee is requesting OT bypass pay for the time awarded even though it was impossible for the employee to work those hours. Can you please advise the course of action for incidences like these and if there is any contractual language to support or deny the employee's claim.
- A) In the scenario you described the Company made an honest mistake by entering an incorrect date. This does not constitute an overtime bypass payment.

192. **Article 7 – Seniority**  
**Promoted Status 9/3/2019**

- Q) When I upgrade to a Supervisor, if I work one of my own basic shifts, does that reset my 183 seniority clock so when I go back to an upgrade Supervisor my rolling calendar starts over again? Can you clarify that please and let me know if that is true. I'm reading the contract and it sounds like when I started and 12 months from that date it doesn't matter if I go back and forth it all counts towards my 183 days.
- A) Article 7.G.6 states, "If an employee is temporarily assigned to a promoted position (as defined in Subsection 1 above) for combined periods which exceed 183 days within a 12 month rolling year, the employee will retain bid seniority and furlough recall seniority but will accrue no more than 183 days seniority during that 12 month period." It does not matter if the employee goes back and forth between working as an IAM-represented employee and a Supervisor for bid and furlough recall seniority date retention and accrual purposes. All time spent as an upgrade Supervisor in a 12 month rolling period counts towards the 183 days that could lead to an adjustment to the bid and furlough recall seniority dates.

193. **Article 4 – Hours of Service**

**Movement of Work Areas** 08/29/2018

- Q) Article 4.B.1 regarding movement of work states, “When there is a need to move employees between bid line work areas, it will be done in reverse bid seniority from the available employees in the work area the Company identifies providing that: (a) the employee is qualified to do the work in question, (b) the employee has enough time remaining within their scheduled shift to complete the assignment.” ‘The available employees’ references the employees that are available at any one particular moment in time, correct, not the employees that are bid within the work area who are on shift. Example: Five employees are within the work area. Their seniority is 1-5 with 1 being the most senior. The need is for one employee to move to another work area to support the operation. Employee’s 1 and 2 are available because 3, 4, and 5 are out completing a task. Be it that Employee’s 1 and 2 are available and 2 is junior to Employee (1), Employee (2) should be moved to support the operation in another work area, correct? The employee may not be the most junior in the work area for the day, but they are at the time of the need.
- A) Correct, in the scenario you described, Employee 2 would be moved. If there are five employees and three are already working a task, you would move the junior of the two available employees remaining, assuming the employee is qualified to do the work in question and has enough time remaining in their schedule to complete the task. Lastly, a senior employee may volunteer to move between bid work areas in lieu of moving a junior employee in reverse bid seniority order.

194. **Article 5 – Vacation and Holidays**

**Holiday Adjacent to Block Week** 02/20/2019

- Q) Can an employee move an RDO (or two RDOs) before or after a block week of vacation so the moved RDO is adjacent to a holiday in order to capture a holiday? Example: An employee has Friday and Saturday as RDOs and bids a block week of vacation prior to Labor Day (Monday). Can the employee move one of their RDOs to the Sunday prior to Labor Day (Monday) in order to get the holiday off?
- A) Per Article 5.A.3.i, you cannot move RDOs in order to capture a holiday that is not adjacent to a bid week of vacation. The holiday needs to be adjacent to the block week in order for employee to be able to declare it off. The contract term bid vacation is referencing block vacation.

195. **Article 4 – Hours of Service**

**Overtime** 2/21/2020

- Q) We have 2 employees are on their days off, 1 is permanent SOR and other is back up SOR. Neither employee is signed up for any overtime. Company receives a Sick call for SOR for that day. Company checks and see that no one is signed up when overtime is built. Company then checks to see how many OT hours each qualified employee has. The permanent SOR has 19.50 hours and the back up SOR has 1.5 hours. Who should get the overtime for that day?
- A) Assuming there are no other employees in the station that have the SOR qualification and can be utilized, the station should ask both employees if they are interested in the overtime and the employee with the lower equalization hours would be awarded. If the station had to assign mandatory overtime to cover the SOR position, the junior employee would be assigned.

196. **Article 5 – Holidays**

**Reduced Schedule on a Holiday 5/14/2020**

- Q) Article 5.B.5 in the collective bargaining agreements outlines the process of determining who will work on a holiday when fewer employees are required to work. What happens if there are not enough senior employees who sign up to be off that day?
- A) The day off will be first be awarded to senior employees who signed up to be off using bid seniority. If there are still too many employees on the schedule after senior employees are awarded the day off, the overage of employees for the day will be assigned the day off in juniority order. For example, assume 100 employees are scheduled to work on a holiday and the Company determines it only needs 70 employees to work that day. 20 employees sign up to be off on the holiday leaving 80 employees on the schedule, which is 10 employees too many. Out of the remaining 80 employees, the 10 junior employees will be assigned off on the holiday.