



Thomas Reardon
Managing Director
Labor Relations - Ground

VIA EMAIL

November 30, 2020

Vinny Graziano
National Coordinator, Airline Division
International Brotherhood of Teamsters
25 Louisiana Avenue, NW
Washington, DC 20001

RE: RIF Furlough Recall Date grievances

Mr. Graziano,

This letter will confirm our understanding and agreement regarding settlement of various grievances filed by the Union concerning application of reduction in force (RIF) options for IBT-represented employees impacted by the October 1, 2020 RIF.

1. The following were the steps of displacement which were created in collaboration with the IBT, in addition, the final agreement on process was sent to the IBT via email on June 19, 2020. As had been previously discussed at negotiations, the Company was required to comply with the Consent Decree (Furlough Recall Date established). As a result, the Company may not furlough a Technician out of FRD order from their location/Point.

Step 1:

Using craft seniority, an affected Technician may displace any technician in any bid area he is qualified for at his location/point, based on the preferences they submit to UA.

or

Using FRD, the affected technician may displace any technician in his home bid area on the system, based on the preferences they submit to UA.

Step 2:

Using FRD, the affected technician may displace any technician in any bid area that he is qualified for on the system.

At any time during steps 1 or 2 of the process a technician may choose/preference layoff at the point or location.

2. The Company represented to the Union that it programmed an algorithm to accomplish the steps as described above. It worked in the following manner:
 - a. Any surplus was declared in a bid area using craft seniority.
 - b. The location/point “shakedown” used craft seniority date for displacement among the various bid areas within the point.
 - c. The algorithm attempted to place Technicians who selected preferences to remain at the point using craft seniority and FRD when Technicians selected preferences outside the location/point. If a Technician could not hold at the point based on craft seniority but FRD seniority would prevent the Technician from being furloughed, the Technician was not furloughed due to the requirement that the Company comply with the Consent Decree.
 - d. All qualifications being equal, an employee with a higher FRD date could displace a Technician with a more senior craft date, if the employee with the higher FRD was at a point in the process where they were about to be displaced from the location/Point.
 - e. If the employee did not have sufficient seniority to displace into their current bid area in any of the locations/points he selects in step 1 of the process, but had sufficient craft seniority to displace the junior employee in any bid area within his craft/classification he was qualified for at his location/point, then the employee was involuntarily displaced into a bid area within his craft/classification at his location/point before moving to step 2 above.
3. The Company and Union agree that the RIF steps identified above apply to all employees affected by a Reduction In Force regardless of the reason the employee is affected, e.g. whether designated surplus by craft seniority or is displaced by another employee entering the location/Point from the system using FRD seniority.
4. The Company will provide the Union with the instructions/parameters used for developing the algorithm utilized in the RIF process.
5. The Company will provide the Union with a list of identified employees who may present a question whether the RIF steps were properly applied as to that employee.
6. The Company and the IBT will engage in an audit to determine whether the Company’s algorithm followed the contractual process using selected samples of employees to be determined by those participating in the audit.

7. After reviewing the audit results from the initial sample, the IBT may request to expand the audit sample. The Company will only be required to produce the additional data if the union shows “good cause” for expanding the sample. For purposes of this audit, “good cause” will exist if the union is able to identify an error in the first sample group which caused any Technician to be displaced from his Position .
8. The parties agree that any expansion of the initial sample for “good cause” will be sufficient for the IBT and the Company to determine whether any identified error was isolated or endemic to the process.
9. The parties agree that if an employee is identified for whom the RIF steps were not properly applied, that is the employee utilized FRD seniority and displaced an employee who had more senior craft seniority when the employee utilizing FRD seniority in fact had sufficient craft seniority to displace the junior employee in a bid area within their craft/classification they were qualified for at the location/point, then the employee who was incorrectly displaced by FRD will be offered the option to return to their position from which the employee was displaced. The Company agrees it will not displace another employee in that affected bid area and will absorb the displaced employee who opts to return. In turn, the IBT agrees that any remedy to resolve the above mentioned will not give rise to any actionable grievance by any employee or group of employees.
10. The parties agree that the initial audit should be completed on or before February 15, 2021, and that Arbitrator Ira Jaffe will retain jurisdiction over the audit process should disputes arise over the process. Should the parties need Arbitrator Jaffe to resolve any dispute over the audit process, the parties will confer to determine the most efficient way to present information to him about the dispute.
11. The parties agree that any individual grievances filed to date over the FRD issue will be consolidated into this grievance and subject to the audit process established herein. The parties also agree that any future individual grievances filed will be subject to the same audit process.

Mr. Graziano
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Please indicate your agreement by signing one copy of this letter in the space indicated below and returning it.

Sincerely,



Thomas Reardon

Agreed, this 30th day of November 2020:



12/1/20
Vinny Graziano

cc: David Bourne
Zachery Jones
Tom Doxey