

SYSTEM BOARD OF ADJUSTMENT

Arbitration in the Matter of)

INTERNATIONAL BROTHERHOOD)
OF TEAMSTERS, AIRLINE DIVISION,)
LOCAL 856)

-and-)

UNITED AIRLINES, INC.)

OPINION AND AWARD

“EFS Bypass”

Grievance No. SFO-20180307-039

SYSTEM BOARD OF ADJUSTMENT

James Conway, Neutral Board Member
Thomas Reardon, Company Board Member
David Saucedo, Union Board Member

APPEARANCES

For the Union:

Nicolas M. Manicone, Esq.
Staff Counsel IBT

For the Company:

Eric E. Mennell, Managing Director
Labor Arbitration and Labor Relations

INTRODUCTION

United Airlines (“Company”) and International Brotherhood of Teamsters, Airline Division, Local 856 (“Union”) are parties to a Collective Bargaining Agreement covering amendable in 2022 (“Agreement” or “CBA”) covering the Company’s Airline Technicians and Flight Simulator Technicians (“Technicians”). The Agreement provides for final and binding arbitration of various disputes when not settled in grievance handling.

This grievance arises out of an Emergency Field Service Trip (“EFS”) called by the Company in response to an engine failure suffered by a wide body Boeing 777 while en route from San Francisco (“SFO”) to Honolulu (“HNL”) on February 13, 2018. The plane landed safely, but with engine damage necessitating its grounding until repairs could be made. One

of the major components needing repairs involved the engine nose cowl, or inlet, and at the time of this event the Company had only one cowl available across its system to use as a spare. The spare cowl was located at the SFO maintenance base, where it was being overhauled by a group of Bid Area 106 Sheet Metal Shop technicians deemed by the Company to be specifically qualified to work on nose cowls.

After using substantial overtime to complete the cowl overhaul at SFO, the Company disassembled the nose cowl for transport to HNL, where it would be put back together by a group of technicians selected to travel to HNL for an Emergency Field Service Trip (“EFS” or “Field Trip”). Pursuant to Article 12, employees who wish to participate in field trips sign up on a list for their bid area and are then called in order of their placement on the list if the Company determines that their bid area is an appropriate one from which to call the EFS.

Relevant Agreement terms set forth below at Article 12.I. provide that the Company will use the applicable list for emergency field service trips and contact the “next qualified employee” on the list until the required number of employees is obtained. At the time the EFS at issue was called, the first four technicians on the Field Trip list for Bid Area 106 were Chavez, Tang, Wong and Maddox, in that order. In this instance, however, although acknowledging that the appropriate bid area from which to call the EFS was Bid Area 106, the Company deemed four other employees qualified to perform the work necessary for the reassembly and installation of the nose cowl. It based its determination of “qualified” upon each employee having a particular current qualification code – code number LX27342 – in its Maintenance Training Information System (“MTISE”). Only two of the technicians on the Component Maintenance Field Trip roster, Driggs and Dergan, held the qualification code, but they were 8 and 12 on the list, respectively. In order to fill out the four-technician crew

the Company needed to send to HNL, it went off the list and recruited two other Bid Area 106 technicians, Giraud and Johnson, who each held code LX27342 but were not on the sign-up list for EFS. The Field Trip was called on February 26, 2018, departed on February 27, 2018, and lasted for 83 hours of paid 1.75x time.

The Union filed this grievance in writing on March 16, 2018, alleging that the Company violated Article 12 of the CBA when it bypassed the four employees at the top of the Field Trip sign-up list for Bid Area 106 in connection with the Honolulu repair. Following appointment of the Undersigned to hear and resolve the dispute, a one-day hearing was conducted in Chicago, IL on April 4, 2019. Verbatim transcript was received on or about April 18, 2019, and post-hearing briefs on or about July 19, 2019. Whether or not specifically referenced herein, all evidence and argument received has been considered in the preparation of the following Award.

STATEMENT OF THE ISSUES

The issue before the Board as stipulated by the Parties is:

Did the Company violate the 2016-2022 Collective Bargaining Agreement when it called SFO Technicians Eric Driggs and/or Martin Dergan and/or Kenneth Johnson and/or Nicholas Giraud, for a Field Trip on February 26, 2018, to repair a nose cowl on a Boeing 777 aircraft in Honolulu? If so, what shall be the remedy?

RELEVANT CONTRACT AND MANUAL PROVISIONS

ARTICLE 12 – Field Trips

F. The Company will maintain Field Trip records, including archives of at least one (1) year, and will make them available to the Union upon request. These records will be separate and apart from the overtime records. Records will be maintained separately for each Bid Area. There will only be one list per Bid Area for Field Trip call-outs. The Company shall, within thirty (30) days of ratification, combine the sCAL and sUAL Field Trip lists in accordance with the provisions of this Article. The Company will maintain Field Trip books or their electronic equivalent containing a Field Trip sign-up records/sheets and the list used for each Field Trip call-out. Field Trip sign-up sheets and list will contain the following information:

1. Employee name and number
2. Craft seniority date
3. Contact phone number(s)
4. Current shift and days off
5. Date employees signed up
6. Visa/passport information
7. Any special authorizations held (such as engine run-up and taxi, RII, airworthiness release, ETOPS, NDT, etc.)

a. These authorizations may be used to determine the qualifications necessary for a specific Field trip. The number of employees required to possess certain special authorizations on any given Field trip shall be equal to the amount necessary as governed by either the United General Maintenance Manual (as it relates to paperwork and procedures, airworthiness releases, RII, engine run-up & taxi, CAT, ETOPS, NDT, etc.) and/or international law (as it relates to visas and passports) and/or any applicable Federal Aviation Regulations (FARs).

Note: Whenever it is known that an Inspector will be required on a Field Trip, and no Inspectors are available at the location of the Field Trip, the Inspector will be selected in accordance with this Article, from the bid Area 301 at the station staffing the Field Trip.

- G. Employees desiring to participate in Field Trips will be required to sign up in the Field Trip book, or its electronic equivalent. As employees except (unless the Field Trip was canceled) or refuse a Field Trip their names will be moved to the bottom of the list. Employees passed over due to lack of special authorizations will remain in the same position on the list until they are selected for or refuse a Field Trip. Employees will not be bypassed for lack of authorizations unless all remaining Field Trip positions require such authorizations. Employees desiring to participate in Field Trips after the sign-up, as well as new or transferring employees will have their names placed at the bottom of the list. It will be the responsibility of each employee to make sure their current shift and day-off pattern is current in the Field trip book when they change such shift and/or day-off pattern.
- H. The Company will determine which Bid Area List each individual Field Trip is assigned to and make the Field Trip call-out, in accordance with the following
- I. The Company will determine the Bid Area from which employees are to be sent and will contact the next available qualified employee, using a company landline, is assigned to the Field Trip book or its electronic equivalent. Upon contact the employee will be given the location and nature of the Field Trip. If the assignment is refused, the next employee in line will be contacted etc., until the required number of employees are obtained. When calling from the shift on duty and the required number of employees are not obtained and an

entire shift's list has been called, the Company shall, starting from the top, utilize the Field Trip List in its entirety without regard to shift. If the required number of employees is still not obtained, employees from another station may be utilized. If the required number of personnel are still not obtained, the trip may be assigned to the junior qualified employee(s) in the appropriate shift/Bid Area, or at the Company's option, the Field Trip may be canceled.

- J. All overtime hours paid in conjunction with a Field Trip will be transferred onto the employees' overtime hours as defined in Article 17, Overtime.

ADMINISTRATIVE/TECHNICAL MANUAL GMM-UAL
Subject 10-10-10 Maintenance Training Program

2. Policy

- A. Technical Operations personnel are responsible for ensuring their MTISE training records are correct and up-to-date prior to working a related maintenance tasks.
- B. In a person's MTISE training record, a current training code grants a qualification and/or authority in order to perform specific tasks when a policy calls out for specific training i.e. ETOPS, Taxi/Run, CAT, etc.

Note: Official training codes granting a qualification and/or authority are listed under the ALL Within an individual's MTISE training record.

LOA #12 – SFO MAINTENANCE CENTER SPECIFIC AGREEMENT

5. The Local Overtime Guidelines will govern what Bid Areas will be allowed to call overtime by qualifications.

COMPONENTS AND ENGINES OVERTIME ADMINISTRATION
(Local Overtime Guidelines)

6. Phone Numbers and Calling Overtime "Call-Out"

Employees in Lead and Technician classifications are on the same overtime list. The qualified employee with the lowest overtime balance, regardless of classification, will be offered the overtime.

POSITIONS OF THE PARTIES IN BRIEF

Union Position

The parties specifically negotiated the applicable criteria for Field Trip selection. "Authorizations," not "qualifications," determine who is selected for field trips. Employees are required to list "authorizations" on their Field Trip call-out rosters. Nothing on the Field

Trip form requires employees to identify whether they are certified to work on any particular component.

Article 12 G. and I. obligated the Company to call and send on this field trip to Honolulu the first four employees on the EFS list for the Sheet Metal bid area—Chavez, Tang, Wong and Maddox. Instead, it sent SFO Technicians Driggs and Dergan, whose names appeared after those of the Grievants on the list, as well as Johnson and Giraud, neither of whom signed up on the list, both sent pursuant to the mandatory assignment process set forth in Article 12.1. In support of that decision, United argues that these were the only four “qualified” employees from the Sheet Metal fabrication bid area capable of performing the work needed in Honolulu.

As the testimony of Union witnesses established, the parties understood the term “qualified” for purposes of Article 12 to mean qualified to work in a Bid Area. It is not intended to have reference to whether an employee is specifically trained to perform repairs on a particular component. All employees in a Bid Area are expected to be capable of doing any of the work assigned to that area. Thus, assignment to a Bid Area demonstrates a technician’s qualifications to perform the work in that area. In sum, technicians who work in a Bid Area are deemed qualified to perform the work in that area, regardless of whether they can sign off on every component serviced. Since all employees on the Bid Area 106 Field Trip list were qualified to work in that Bid Area, they thus were qualified to be selected for the February 2018 Field Trip. Indeed, nowhere in the Agreement do the parties define “qualification” as the Company would have it interpreted here.

What United has done here is rather than following the Bid Area 106 EFS sign-up list, it created its own list of employees it felt were “qualified” to perform the work on this Field

Trip. However, in order to bypass the EFS list in favor of “authorizations” it deems necessary, the CBA requires the Company to identify objective requirements for doing so, such as the GMM or FARs. It may not simply bypass the list based upon its own definition of “qualified” employees without objective justification.

In the case of the February 2018 Field Trip, the Company needed only one team member to be RTS authorized. While the Company would have been within its rights to bypass the Field Trip list in order to select the highest-ranked employee who had RTS authorization, it then would have been required to take the remaining three-team members from the top of the list.

Article 12 is silent about whether an employee may be bypassed for lack of qualifications and what the consequences of such bypass will be. Similarly, while the article limits the Company’s ability to require more authorizations than necessary, it is silent about whether the Company may require all employees to be qualified on a component to go on a Field Trip. This suggests that the parties meant what they said, which is that “authorizations” are to be used to determine the “qualifications” necessary for a specific Field Trip.

Article 12.N provides the remedy for employees who are bypassed in violation of Article 12: if the bypass was deliberate, the employee is to be paid the applicable overtime rate for all hours missed by the opportunity that was bypassed; in all other cases, the employee is to be offered an opportunity to work an amount of overtime at the applicable rate at which he or she was bypassed, in any work area in his or her Bid Area. Here, because the Company intentionally bypassed the Grievants, they are entitled to back pay without performing additional work. However, should the Board find the bypass to have been unintentional, the Grievants (other than Mr. Chavez, who is retired and thus should simply be compensated

with back pay), should be permitted to work an equal amount of overtime whenever they choose, rather than waiting for the next Field Trip to occur.

Company Position

The CBA unambiguously permits the Company to send only qualified technicians on Field Trips. Article 12.I requires that it contact “the next qualified employee” on the list until all slots are filled. The Union’s arguments about “authorizations” ignore this language. In this case, the component maintenance repairs that were the subject of the Field Trip could only be performed by technicians with the current, updated qualifications to perform specific work – namely, code LX27342 as recorded in United’s Maintenance Training Information System enterprise (“MTISE”). The term “authorization” has no meaning with respect to component maintenance repairs. The GMM 10-10-10 provides at 2.B, “In a person’s MTISE record, a current training code grants a qualification and/or authority in order to perform specific tasks when a policy calls out for specific training . . .”

Thus, a technician’s authorizations play no role in determining whether he or she is “qualified” to repair a part. The Board should reject the Union’s arguments in this regard as unsupported by record evidence. There is no evidence that the word “qualified” refers to “authorizations” to work in a particular Bid Area. Article 12.F.7 states that “authorizations may be used to determine the qualifications necessary . . .” (emphasis added) but not that authorization supplants qualifications. Both Mr. Buksh and Mr. Fulton testified that work in Component Maintenance is assigned by qualification, and that the word “authorization” is never used. Thus, the Board should interpret the word “qualified” to mean someone who holds a current qualification code to perform a repair.

The Union did not offer any other evidence to establish that the parties had agreed that “qualified” would have a different meaning for Field Trips than for overtime. Mr. Laurin suggested that there was an agreement to disregard an employee’s qualifications for Field Trip selection when they agreed in bargaining to remove the word “qualifications” from the section that specifies what categories of information are tracked on a Field Trip list. However, he acknowledged that the word “qualified” remains in Article 12.I.

The Union also failed to establish any past practice of the Company sending employees on Field Trips who lacked the current MTISE qualifications required for the work. Mr. McDonald’s testimony regarding having gone on a Field Trip to Chicago because he was the senior person on the list was not helpful to the Union’s position. Mr. McDonald’ acknowledged that he was also the senior person on the list with the requisite qualification code for general composite repairs on the unit being serviced. Mr. Buksh testified that the other individuals sent on that trip were selected because of their flight control qualifications.

The Union has failed to meet its burden of proof to establish a violation of the CBA. The grievance must be denied.

OPINION

Both the Agreement terms and the manner in which the Parties appear to have accepted their application in some respects offer misty subtext. After careful consideration of the record, however, the Board concludes the Union has not demonstrated a violation of the Agreement by the manner in which United selected the SFO technician team it sent on a field trip to Honolulu in February 2018.

By way of background, when the February 13, 2018, engine failure occurred, the Company prioritized completion of the overhaul of the nose cowl by assigning substantial

amounts of overtime, particularly to technicians Driggs and Dergan, who had been working on the overhaul previously. Significantly, the Union did not object to the Company's limiting the nose cowl repair at SFO to a designated group of employees it considered qualified. However, employees on EFS are paid 1.75 times their regular rate of pay for each hour away from base. Because the pay is generous and the Company rarely calls EFSs--the testimony suggests Field Trips are called from SFO less than once per year—an EFS is a rare opportunity and many technicians aspire to be called.

Clearly, the routine calling of overtime and the selection of EFS crews involve different considerations. As evidenced by the parties' dedication of an entire CBA Article to Field Trips, the parties' Agreement considers overtime and EFS to be brown buffaloes and white buffaloes. And while seniority issues are threaded throughout each topic, assignments to bid areas implicate still other standards. While at first glance it appears something of a miasma, the grievance suggests to us a willful blurring of a few of those lines.

At the hearing, Chief Steward John Laurin testified that any employee who is assigned to a particular bid area is deemed qualified to perform all work in that area—with the exception of being able to sign off on a component to return it to service, which requires an RTS authorization.¹ In support, he cites Article 3.E., which sets forth the requirements necessary for an employee to work in a particular bid area. Both Laurin and Shop Steward Maurice McDonald acknowledged that the Company has the right to assign overtime to employees with specific qualifications, but agree with the Company that the rules for assigning overtime are entirely separate from those governing EFS.

¹ On cross-examination, however, when asked, "Is everyone in a particular bid area qualified to work on every component that might be sent to that bid area?" Laurin responded, "I'm going to say 'no.'"

Citing Company training records, Laurin said that Maddox was qualified on nose cowls in 2004 and 2011. Similarly, he testified that Chavez's training records reflect he was qualified on 777 nose cowls in 2005. He agreed that he did not have evidence that either Tang or Wong had ever been trained on the 777 nose cowl. Nevertheless, Laurin insisted that Tang and Wong should have been sent on the HNL Field Trip due to their placements on the list and because they had the "ability" to perform the work – as would anybody assigned to Bid Area 106. On cross-examination, Laurin acknowledged that for safety purposes the employees assigned to reassemble a 777 nose cowl should be trained on that work.

Laurin asserted that the Company's obligation and practice has been to assign Field Trips to the employees on the sign-up roster, starting from the top of the list. He agreed that the Company could select the highest-listed RTS authorized employee out of order, but said that it would then go back to the top of the list to select the remainder of the EFS crew. In this case, Laurin acknowledged that the first person on the list who was RTS authorized was Driggs.

Laurin was involved in the negotiation of the 2011 CBA. He testified that the 2011 agreement contained language providing that employees "shall be responsible for keeping his or her authorizations or qualifications current on the list by notifying the Company of any changes or updates." The current CBA does not contain that language. According to Laurin, the parties agreed to eliminate that language because there was confusion about the distinction between "authorizations" and "qualifications."

Randy Maddox, now retired, testified that he has been in the nose cowl shop for approximately 25 years, and that he has been qualified to do a complete overhaul of a 777 nose cowl. He said he had no knowledge that his qualifications could expire and that he was

not aware that the 777 nose cowl qualification code had changed. He said that after he learned the code had changed, management gave him the qualification code simply based on his request, without any further training or testing.

Shop Steward Maurice McDonald testified that he was sent on EFS to Chicago where he wasn't RTS authorized on the component the work involved. He said he had never performed that particular repair before, but that he was qualified by virtue of being a Bid Area 106 mechanic. McDonald added that in his day-to-day work he works on components that he is not authorized to return to service, and that he regularly signs off to return to service components that other technicians had worked on. He also acknowledged that an employee might be qualified to perform a repair on a particular component, but not to do an overhaul of that component.

Senior Manager in Component Maintenance for Overhaul and Repair Mohammad Buksh testified that in his 20 years of experience he has never heard the term "authorization," only "qualification." Buksh explained that in his view, qualification means the ability to perform maintenance on a component efficiently, and that the Company tracks each employee's qualifications, by code number, in United's MTISE. According to Buksh, employees are allowed to work on components for which they are qualified so long as they are doing so for on-the-job training ("OJT") and have an OJT sheet with them. However, unqualified employees may not work OJT on overtime.

Buksh explained that the qualification codes sometimes change if there are modifications in the department or shop, or if the scope of the work changes. When the code changes, he states that the qualification will fall off of an individual mechanic's MTISE qualifications and that person would no longer be considered to be qualified. He testified that the technicians

are responsible for keeping up with their qualifications and making sure they are up-to-date and accurate.

Buksh recalled two recent occasions where qualification codes for the 777 nose cowl changed. First, in 2013 a number of codes were merged. He said that in that instance an email was sent to technicians reminding them to make sure that their qualifications were up-to-date at the risk of missing out on overtime opportunities. Buksh added that he regularly reminds, or has supervisors remind, employees to keep up with their qualification codes. He said that in 2012 the Union was notified that employees were not considered qualified unless they had the current qualification codes in their MTISE.

According to Buksh, codes changed again in 2015 when a number of the shops that had been merged were split apart. He testified that the Union was again notified that the qualification codes were changing. In June 2015, Buksh said the qualification code for 777 nose cowls was changed to the current code number LX27342.

Managing Director of Component Overhaul and Repair Bill Fulton testified that in his 26 years of experience, work has always been assigned by qualification. He said that the word “authorization” is not used in Component Maintenance, and that the Company does not track authorizations, only qualifications.

This record offers no grounds for rejecting United’s central argument. General principles of contract interpretation support its position. Arbitrators are not ordained to write the rules. They must give the words the parties chose to reflect their understanding their normal meaning. And absent some explicit reason for construing meanings differently, those

mutually agreed upon terms should be interpreted in the same sense throughout the agreement.

As the Company stresses, the Union concedes that the word “qualified,” as it pertains to awarding overtime to the “qualified employee with the lowest overtime balance,” refers to training codes. But for purposes of EFS activity, the Union argues that the same word has a different meaning as used in Article 12. Field Trips, however, are a form of overtime, and hours worked on Field Trips are credited as employee overtime hours. The Union has not offered a satisfactory basis for the Board to interpret the word “qualified” in a different manner for Field Trips than for overtime. Indeed, while employees qualified to perform repairs are essential in both contexts, for Field Trips the need is even more imperative. Field Trips commonly involve an aircraft out of service and, of necessity, Company payment of enhanced premium pay to have the repairs performed quickly.

Secondly, the Union suggests that an employee is “qualified” for purposes of Article 12 if he is assigned to the Bid Area from which the Field Trip is called. In support it relies upon Article 13.E.2 providing that, “to be considered fully qualified for a particular Bid Area, an employee must meet the requirements listed below . . .” The requirements listed for an employee to be qualified to work in Bid Area 106 are: (1) an A&P license; and (2) twelve months experience in general structural sheet metal overhaul and repair, or completion of a trade test.

The suggestion that qualifying for a bid area can be equated with qualifying for Field Service reads Article 13 out of context and is supported by no reliable proof. It is also belied by the plain language of Article 12.1 of the CBA. Those terms state that the Company “will determine the bid area from which employees are to be sent and will contact the next

qualified employee.” The Union’s proposed interpretation would render the use of “qualified” in that sentence meaningless.

Additionally, by the terms of United’s Administrative/Technical Training Manual (“GMM”), employees permitted to perform specific tasks requiring a “qualification” are technically “qualified” when granted a current training code. Pursuant to the GMM, “[A] current training code grants a qualification”, and is reflected in United’s MTISE. In this instance, the Company sent on the HNL Field Trip the appropriate qualified technicians – those who possessed the current MTISE qualification code. Those employees were the only technicians in Bid Area 106 to hold code number LX27342 needed to perform a complicated and dangerous repair.

Those factors are aligned with the broad purposes of Field Service. Company witnesses testified that the financial losses and customer disruption associated with grounding a plane such as the one at issue are substantial, and that the Company’s priority is returning the aircraft to service as quickly and safely as possible. As Company witnesses Mr. Fulton explained, it would have been reckless and dangerous to send on a Field Trip to HNL employees who were not qualified and experienced in performing the needed work due to the danger inherent in reassembling such a large component.²

In short, we find that the Company had no obligation to look beyond the MTISE codes and subjectively consider whether certain employees higher up on the Field Trip list had the ability to perform the necessary work. A technician’s authorizations do not drive the

² In this connection, the Board notes Mr. Laurin’s testimony agreeing that the Company’s practice is to select employees who either have RTS authorization “or whatever is required for the GMM” before selecting from the top of the list,” thus expressly appearing to concede that if the GMM requires specific qualification codes the Company would select such qualified employees.

determination of selection for field service or play any role in the assessment of whether he or she is “qualified” to repair a part.

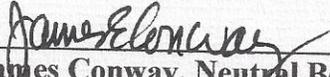
Lastly, the Union did not prove that any of the technicians it argues should have been called were even subjectively qualified to perform the complicated work or reassembling the nose cowl. There is no direct evidence that Chavez, Tang or Wong had any experience working on a 777 nose cowl, let alone splitting and reassembling one.³ Mr. Maddox was previously qualified on nose cowls, but he had allowed his qualification to lapse despite the issuance of multiple Company warnings about the need for employees to monitor their qualifications on MTISE. Additionally, because Maddox was the fourth person on the list, he would not have been called in any event given the Union’s concession that the Company was entitled to call one RTS qualified employee and then take the other three from the top of the list. Finally, Mr. Maddox was vacationing in Florida when this Field Trip was called. Neither express Agreement terms nor common sense suggests that the Company was required to wait to see if he could return in time to join the field service crew. Consequently, even had the grievance been sustained it is unlikely that any of the claimants suffered any losses.

There is understandable confusion here over the proper application of seniority, overtime selection, qualifications and authorizations. But based upon the foregoing, the Board finds that all four technicians sent on Field Service to Honolulu were qualified for the work as that term is employed in the CBA and related Company policies; none of the four Grievants was qualified; and no violation of the Agreement has been presented on the facts presented.

A W A R D

The Grievance is denied in accordance with the foregoing Opinion.

³ Neither Chavez, Tang nor Wong testified at hearing. Undisputed evidence offered by United established that none had experience in or ever expressed interest in qualifying for work on 777 nose cowls.


James Conway, Neutral Board Member

Thomas Reardon, Company Board Member
(I concur) (I dissent)

David Saucedo, Union Board Member
(I concur) (I dissent)

Dated: August 18, 2019
Wayzata, MN