

## **Mandatory Assignment of OT Checklist**

The following documents should only be used by IAM members as a general guideline. They were put together as a way for local reps to respond to repeated requests to make contractual language more accessible to the membership. Please note that any dispute, argument, or grievance with the Company regarding the mando process will deal primarily with our contract in regards to the specific situation, not any of these generalized interpretations in isolation. CliffsNotes might serve as a helpful guide in a pinch, but they are not intended, nor should they be used, as a substitute for actually opening the book.

### **SEE CONTRACT: Article 6- (Overtime) Paragraph U**

- 1.) Company must ensure Overtime signup sheets and all other voluntary options are exhausted.
- 2.) Union will request Company verification that only minimum needs of service are being covered.
- 3.) Find out whether the required coverage period is four (4) hours or less or in excess of four (4) hours. You can find this out by asking, "How long do you need coverage, from when to when?"

If the need is four (4) hours or less see Article 6 Paragraph U Section 1 (pg. 36-37)

- 1.) Part-time employees off within one hour of the need will be required to stay in reverse seniority.
- 2.) If that doesn't fill the minimum need then Full-time employees within one hour of the need should be taken in reverse seniority.

If the need is more than four (4) hours see Article 6 Paragraph U Section 2 (pg. 37)

- 1.) Every Part-time employee regardless of their shift end time will be taken in reverse seniority until the minimum need of service is met.
- 2.) If that doesn't fill the need then Full-time employees should be taken in reverse seniority.

New language (identified by the bold type-face in your new contract) which all managers, employees, and union reps encountering a mandatory assignment of overtime situation should be aware of:

**"Mandatory overtime will only be used when the Company determines it is essential to meet the minimum needs of service and all voluntary options will be exhausted prior to utilizing mandatory overtime." (pg. 36)**

**"The Company will make reasonable efforts to give employees a minimum of one (1) hour notice for mandatory overtime." (pg. 37)**

- Remember that all biddable ramp job assignments fall under the category of the Ramp Service work duty assignment when it comes to mandatory overtime. What this means is that mando is assigned based on when your shift ends, not what area you bid or what job you are assigned (CONX, BMU, etc.), unless you are in Cargo or Tower, which are separate duty assignments.
- When you are informed that you are being assigned mandatory overtime please ask the supervisor the following: *What is the required coverage period? (Until when do you need me?) Has the Company determined the minimum need? If so, what is it? (How many agents are being required to stay?)* If they are unable or unwilling to provide a satisfactory answer to these questions than it is possible that the proper contractual mando process is not being followed.
- **Contact a Union rep to resolve any issues. Your Union is committed to mando oversight.**

## **Twelve Commonly Asked Mando Questions**

### ***1.) Must the Company (a manager) give me at least 1 hour notice in order for the mandatory assignment of OT to be contractual?***

No, our contract states that the Company only has to make “reasonable effort” to give 1 hour notice. What is reasonable depends on a case by case evaluation of the circumstances (weather disturbances here or elsewhere in the system, large quantity of sick calls, special events, etc.) causing the need for mando. For example, bad weather on the west coast might be a situation where the need changes every 30 minutes due to crews timing out, diversions, cancellations, etc., whereas a staffing shortage due to AM sick calls could be a less volatile situation, or vice-versa. In one case it might be reasonable to know of the need for mando by 10am, and for the other the need might not be known until 30 minutes before you clock out. The thing is, if a manager does notify you within 1 hour they should be able to explain to you why the notification could not be made sooner. If the response is, “I didn’t have time,” or “I got distracted and forgot,” or “It doesn’t matter, I can tell you whenever I want,” then you would have a legitimate grievance based on these being excuses lacking the reasonable effort for timely notification which the contract requires. That being said, if a manager requires you to stay, even if you believe the request to be unreasonable, unless what you are being asked to do is unsafe it is not advisable to be insubordinate and leave anyway. The recommended method is to professionally express your frustration with how this manager has handled the mando process, stay for the required OT, and contact a shop steward who will write a grievance. Then the Union and you, the harmed member, can enlighten the manager and/or his superior about the requirement of “reasonable effort.” Remedy would begin with something along the lines of a cease and desist demand.

### ***2.) Does the Company have to make me sign something before I have to stay for a mandatory assignment of OT?***

No, the Company must only verbally communicate to you that you are being given a mandatory OT assignment. While there has been an emerging practice of a sheet for you to sign, this is not a contractual requirement, nor a contractual violation. These sheets seem to be just a somewhat misleading way for managers to seek out volunteers. They also help the Company keep track of who they have contacted and to document an employee’s acknowledgement that they have been contacted. The thing to watch out for with these sheets is that in my experience they are circulated well-in-advance of the actual assignment of mando. A manager will approach an employee, ask them to sign, and tell them that they “may” be asked to stay for mandatory OT. While the Company can discuss the possibility of mando as earlier as necessary, telling

an employee that they “might” need to stay is not proper notification. Signing these sheets and then staying without being told you have to stay means that you have volunteered, not that you have been assigned mandatory OT. If you have only been warned that you “may, could, might, possibly, etc.” have to stay, that means that you have not been required to stay and therefore you can clock out at your regularly scheduled end time. Rule of thumb: if they are asking it is voluntary, if they are requiring it is mandatory.

**3.) *If a dispatcher calls me on the radio and says that I have been “mandoeed,” or if my lead or fellow assist says that our team has been “mandoeed,” is this proper notification of an assignment of mandatory OT?***

No, it is the manager’s responsibility to notify you that you are being required to stay for mandatory OT. Only the Company has the contractual authority to make employees work past their scheduled end time. Dispatchers and leads do not have this right.

**4.) *A manager comes in a break room and says that all the 3 o’clock outs are being assigned mandatory OT, is this a proper notification?***

No, a member of the management team (supervisor, staffing manager, MOD, etc.) must approach each employee individually and notify them that they are required to stay for a mandatory overtime assignment. You are under no obligation to seek them out or decipher their possible intentions. They need to make their directives explicit, clear, and individually understood.

**5.) *I have had a manager tell me that they are doing a blanket mando and that everybody has to stay. Where in the contract can I find the language governing a “blanket mando?”***

The phrase “blanket mando” is a term which the Company made up. It cannot be found in the contract. Therefore use of this phrase to require employees to stay is a violation of the contractual assignment of mandatory overtime process. If at any time you hear a manager say “blanket mando” it should raise a red flag and you should immediately contact a union rep. Remember that the Company can only assign mandatory OT to meet minimum needs of service, they must notify each employee individually, and they must do so based on seniority, end time, the employee’s status as either PT or FT, and the duration of the required coverage period. Each one of these contractual provisions is bypassed when a manager utters the words “blanket mando.” Employees are advised to unanimously reject any and all attempts by management to use this phrase.

**6.) What is my rate of pay when working mandatory OT?**

Your rate of pay when working mandatory overtime is calculated the same way as any other overtime hours worked. Whether you are paid straight time, time and a half, or double time depends on your individual daily and/or weekly overtime qualifier situation. The daily qualifier basically means that after you have worked 8 hours in a day any additional hours offered by the Company are paid at 1 1/2x the regular rate (Article 6.P). The weekly qualifier basically means that once you have worked 40 hours in a week at the regular rate any additional hours offered by the Company on your days off will be paid at premium rates (Article 6.Q).

**7.) Are mandatory OT hours equalized?**

Yes, just like other types of overtime hours (defined in Article 6.A as "additional hours worked at the Company's request over and above an employee's scheduled hours"), those hours worked due to an assignment of mandatory OT will appear on the equalization overtime availability sign-up lists.

**8.) If I am working a double-shift do I have to stay for mandatory OT?**

Local management has been known to take into consideration if an employee is working a double-shift. That being said, allowing an employee to leave because he or she is working a double would be an individual accommodation which cannot be guaranteed because it exists outside of the contractual language. What our Contract does say is that "employees who have worked sixteen (16) continuous hours may not be assigned additional overtime unless such overtime is due to an emergency situation" (Article 6.O). Therefore if the total hours of your double do not equal sixteen (16) hours then you may be required to stay should the Company determine it is necessary. In addition, the only way the Company can require you to work more than sixteen (16) continuous hours is if the need is the result of a declared "emergency." So, for example, let's say that you have already worked a double which equals fourteen (14) continuous hours, then the most they can mandate you in a non-emergency situation is for two (2) hours. The manager must know whether the mandate is due to an emergency when they give you your assignment. What constitutes a staffing emergency is not defined in the Contract, but it is safe to say that every mandatory OT assignment is not an emergency.

**9.) Can I refuse a mandatory OT assignment because I don't have a baby sitter or someone is picking me up from work or I'm trying to catch a flight, etc.?**

While an employee can attempt to secure an accommodation based on individual needs and circumstances such personal accommodation is not required by the Contract. It must be understood by all involved that the Company has a contractual right based on the collectively bargained provisions described in Article 6.U to assign mandatory OT provided they follow the proper process this article describes. Should your request for accommodation be denied, and should you leave anyway, then the Company may find it necessary to counsel you upon your return. It is advisable that you contact a Union rep to serve as an advocate if you feel you cannot work your mandatory OT assignment due to an unavoidable responsibility off property, that way, should you be pulled into the office at a later date, you can be represented by someone who is familiar with how the circumstance unfolded. In the end it is reasonable to believe that the Company will recognize the reality of some of our personal emergencies, but expecting such recognition and understanding in all cases may lead to disappointment.

**10.) *Do I have to stay if I am given a mandatory OT assignment which does not allow eight (8) hours minimum rest between the start of my next shift?***

Yes, you must stay and work if properly required to do so. However, if your eight (8) hours minimum rest is infringed upon due to any assignment of mandatory OT then according to Article 5.T you have the contractual right to elect to adjust the start time of your next shift. Also, should you adjust the start time of your next shift then the next day you have the option to either adjust the end time to provide for a full shift or you can decide to leave at the original end time. For example, if your mandatory OT assignment ends at 2330 and your next shift starts at 0630 you can adjust your start time to 0730. If you do this and you were originally scheduled to get off at 1230 then you could either clock out at 1230 or adjust your end time to 1330. As with all schedule adjustments a green sheet reflecting the agreed upon start and end times should be filled out by the employee and signed by a manager. It is universally advisable to request and retain copies of all Company forms to guard against the possibility that you may encounter a miscommunication, misplacement, or mysterious reversal of agreed upon terms.

**11.) *Let's say that the Company needs to assign mandatory OT because they are short CONX runners for transition, does this mean that the Company can decide to only mando those already working CONX?***

No, the Company cannot assign mandatory OT based on job assignments (BMU, CONX, Ramp, etc.). The proper mando process determines who stays based on PT or FT time status, end time, reverse seniority, and the required coverage period, never on job assignment.

**12.) Can the Company give assignments of mandatory OT to PT employees with a 1345 end time and yet decide to release all of PT employees with a 1330 end time regardless of their seniority?**

No, according to the contractual process the Company must meet the minimum need by looking at the seniority of all PT employees "whose shifts begin or end within one (1) hour of the required coverage period." For example, if the Company has determined that they need to assign mandatory OT to eight (8) employees for four (4) hour or less with the start of the mando being 1345, then any PT employee with an end time either one hour before 1345 or one hour after 1345 may be subjected to mandatory OT. The Company needs to look at the seniority of all PT employees with end times within the hour of need. Once they have a list of names based on the appropriate end times then they will mando in reverse seniority order. In this example that may mean that two (2) PT agents with 1330 end times and six (6) PT agents with 1345 end times would be required to stay up to four (4) hours to meet the minimum need based on their status as the most junior PT agents with end times within one (1) hour of the required coverage period.

***Prepared in PHX by Pat Rezler and Nic Haberman, with the help, support, and approval of PHX Union reps (Shop Stewards and US Fleet Local Lodge Officers).***