



# **IAM-UNITED LIMITED ISSUE TENTATIVE AGREEMENT CONTRACT CHANGES**

## **Fleet Service**



# 141



4/4/16

Dear IAM member,

Over the past six months, I have had the pleasure of meeting thousands of IAM members at United Airlines during station visits and have said on countless occasions that "it's our time." I'm pleased to announce that our time has indeed arrived.

IAM District 141 and United Airlines reached a tentative agreement this week that will make almost 30,000 IAM members at United Airlines in dozens of classifications from seven contracts the best compensated employees in the airline industry, with industry-leading scope/work protections and pension benefits, among other improvements.

The past 15 years have not been easy for airline workers. Concessions, in and out of bankruptcy court, mergers, hard-fought representation elections, economic downturns, fuel price spikes and joint contract negotiations all have exacted a toll. We, however, have fought through it all and now come out the other side, because of our right to collectively bargain, with contracts we can be proud of and deserve. That is not to say the struggle for justice on the job ends. It does not. But, from the foundation of this tentative agreement we will have a strong base to make meaningful, incremental improvements together on into the future.

I'd like to thank the negotiating team for their hard work in obtaining this industry-leading agreement. Victor Hernandez (IAH), Bill Imbema (EWR), Joe Bartz (ORD), Ray Wallis (LGA), Laura Stone (ORD), Terry Stansbury (ONT) and Mike Cyscon (ORD) all did a fantastic job on your behalf.

I'd also like to thank General Vice President, Sito Pantoja for his support throughout this process and for assigning members of his staff whose talents were critical to the success we achieved. A special thank you goes to Grand Lodge Representative Mike Manzo, who was my counselor and right hand throughout this entire process.

This information guide contains all the changes to our current contract. Please read it thoroughly, so you can make an informed decision when you cast your ratification vote on Friday, April 15<sup>th</sup>.

Please visit [www.iam141.org](http://www.iam141.org) for more information on your voting locations and times.

Fraternally,  
Mike Klemm

District Lodge 141 President and Directing General Chairman

# TENTATIVE AGREEMENT HIGHLIGHTS

- More than 18 percent increase in base wage rates on 11/15/16.
- Approximately, 30 percent base wage increases over term of contract.
- Approximately 25 percent increase to defined-benefit pension plan.
- Five-year contract, runs through 12/31/2021.
- 18 month early opener. Begin negotiations 7/1/2020.
- All core work, **including United Express**, protected with no expiration date at the following locations: Denver (DEN), Newark (EWR), Washington Dulles (IAD), Houston (IAH), Los Angeles (LAX), Chicago (ORD), San Francisco (SFO), Austin (AUS), Boston (BOS), Baltimore-Washington (BWI), Cleveland (CLE), Washington National (DCA), Dallas-Fort Worth (DFW), Fort Lauderdale (FLL), Guam (GUM), Honolulu (HNL), New York Kennedy (JFK), Las Vegas (LAS), New York LaGuardia (LGA), Orlando (MCO), Minneapolis (MSP), New Orleans (MSY), Portland (PDX), Philadelphia (PHL), Phoenix (PHX), Pittsburgh (PIT), San Diego (SAN), Seattle (SEA), Orange County (SNA), and Tampa (TPA).
- All work protected at BIL, IND, KOA, LIH, OGG, RNO, SAT, SJC and TUL (ATW at ATL, MCI, RDU, RSW, SJU, SLC, SMF and STL) until 7/1/2024, with all wages, benefits and work-rules restored under the contract.
- Remote Reservations equal pay with Brick and Mortar Reservations on 12/1/2021.
- The Company agrees to retain the brick & mortar reservations offices at Chicago (CHIRR) and North Houston (NHCRR) until such time as the pay for at-home reservations agents equalizes with brick & mortar reservations agents. After that date, the Company may continue to staff those offices at its discretion.
- Flight schedule trigger to insource new work.
- United Express operations insourced and protected with no expiration date under Article 2 at LAX BTW and ATW, SFO BTW. Insourcing date to be determined.
- “Shift Continuation” abolished in lieu of improved “Task Completion” language.
- Prohibitions for Supervisors and/or managers from performing hourly rated work language improved.
- Mandatory overtime language improved.
- Job reassignment based on seniority.
- Improved grievance procedure.
- Improved vacation bidding and vacation flexibility.
- Overtime equalization and eligibility improved.
- \$100 Million lump sum payment



141

**CONTRACT CHANGES ARE BOLDED, IN RED AND UNDERLINED IN MIDDLE COLUMN. PLEASE REVIEW THOROUGHLY. ALSO, DON'T FORGET TO READ THE Q & A AT THE END OF THE DOCUMENT.**



Current Language	Tentative Agreement	Explanation
<p>Article 2, A, 1, a, b and 2: Job Security</p>	<p>Article 2, A, 1, a, b and 2: Job Security</p>	<p>Article 2, A, 1, a, b and 2: Job Security</p>
<p>A. Job Security</p> <p>1. Contracting Out of Core Work</p> <p>a. The Company will not contract out to outside vendor(s) the “core” work currently performed by Fleet Service employees at the following airports: Denver (DEN), Newark (EWR), Washington Dulles (IAD), Houston (IAH), Los Angeles (LAX), Chicago (ORD), and San Francisco (SFO). The core work of Fleet Service employees generally consists of: loading, stowing, unloading, and pick-up and delivery, to and from mainline aircraft, of cargo, including mail, express, baggage, freight, Company material, and the preparation of records in connection therewith; bag room activity of moving baggage from the Company’s baggage sortation system piers and carousels; the operation of automotive and other ramp equipment for servicing aircraft, not including the operation of movable or telescoping passenger loading devices attached to terminal buildings; and may include preparing or helping in the preparation of loading plans, maintaining the ramp area and equipment in a clean, presentable condition and other general ramp service work, scanning of bags and materials, receipt and dispatch of aircraft, recognized move team duties, and bag room activity.</p> <p>b. Non-core work currently performed by Passenger Service employees at these airports/locations may be contracted out, provided it does not directly cause a reduction-in-force for employees employed as of the Effective Date of this Agreement at the airport(s)/ location(s) where the contracting out occurs.</p>	<p>A. Job Security</p> <p>1. Contracting Out of Core Work</p> <p>a. The Company will not contract out to outside vendor(s) the “core” work currently performed by Fleet Service employees at the following airports: Denver (DEN), Newark (EWR), Washington Dulles (IAD), Houston (IAH), Los Angeles (LAX), Chicago (ORD), San Francisco (SFO), <u><i>Austin (AUS), Boston (BOS), Baltimore-Washington (BWT), Cleveland (CLE), Washington National (DCA), Dallas-Fort Worth (DFW), Fort Lauderdale (FLL), Guam (GUM), Honolulu (HNL), New York Kennedy (JFK), Las Vegas (LAS), New York LaGuardia (LGA), Orlando (MCO), Minneapolis (MSP), New Orleans (MSY), Portland (PDX), Philadelphia (PHL), Phoenix (PHX), Pittsburgh (PIT), San Diego (SAN), Seattle (SEA), Orange County (SNA), and Tampa (TPA)</i></u>. The core work of Fleet Service employees generally consists of: loading, stowing, unloading, and pick-up and delivery, to and from <u><i>all</i></u> aircraft (including work performed in support of United Express operations by agreement between the Company and the Union), of cargo, including mail, express, baggage, freight, Company material, and the preparation of records in connection therewith; bag room activity of moving baggage from the Company’s baggage sortation system piers and carousels; the operation of automotive and other ramp equipment for servicing aircraft, not including the operation of movable or telescoping passenger loading devices attached to terminal buildings; and may include preparing or helping in the preparation of loading plans, maintaining the ramp area and equipment in a clean, presentable condition and other general ramp service work, scanning of bags and materials, receipt and dispatch of aircraft, recognized move team duties, and bag room activity.</p>	<p>With the tentative agreement, the Company is prohibited from outsourcing any core work at all hubs and all formerly “Tier Two” locations, as listed in Article 2, A, 1, a. This also includes all UAX work performed at these locations, including LAX—ATW and BTW and SFO—BTW (insourcing date to be determined).</p> <p>The Company is also prohibited from outsourcing any work at BIL, IND, KOA, LIH, OGG, RNO, SAT, SJC, TUL and ATW at ATL, MCI, RDU, RSW, SJU, SLC, SMF and STL to 7/1/2024 as per LOA on DOS (see end of document).</p> <p>Presently, all non-core work is NOT protected from outsourcing. This tentative agreement protects this work, everywhere it is performed, for more than 8 years.</p>

# Current Language

# Tentative Agreement

# Explanation

Article 2, A, 1, a, b and 2: Job Security (continued)

Article 2, A, 1, a, b and 2: Job Security (continued)

Article 2, A, 1, a, b and 2: Job Security (continued)

2. Protections Against Involuntary Furlough

a. The Company may not contract out work to outside vendors at the following airports that would cause an involuntary furlough for employees employed as of the Effective Date of this Agreement at the airport(s) where the contracting out occurs: Austin (AUS), Boston (BOS), Baltimore-Washington (BWI), Cleveland (CLE), Washington National (DCA), Dallas-Fort Worth (DFW), Fort Lauderdale (FLL), Guam (GUM), Honolulu (HNL), New York Kennedy (JFK), Las Vegas (LAS), New York LaGuardia (LGA), Orlando (MCO), Minneapolis (MSP), New Orleans (MSY), Portland (PDX), Philadelphia (PHL), Phoenix (PHX), Pittsburgh (PIT), San Diego (SAN), Seattle (SEA), Orange County (SNA), and Tampa (TPA).

b. “Involuntary furlough” means displacement to the system or to Locations within the same geographic Point in order to maintain active employment.

*b. Except as provided in Letter of Agreement #---, non-core work currently performed by Fleet Service employees at these airports may be contracted out, provided it does not directly cause a reduction-in-force for employees employed as of the Effective Date of this Agreement at the airport(s) where the contracting out occurs.*

*2. Except as a result of a merger or acquisition of another air carrier, or as provided by the Successorship Transactions provisions of this Agreement (Article 10.O), should the Company operate more than 35 regularly scheduled jet departures (mainline and UAX) per day, averaged over a period of nine consecutive months, in any airport location where Fleet Service work is contracted out, the Company will insource such work and staff the location with IAM Fleet Service employees within 180 days of the date of measurement. The Company may contract out Fleet Service work at any location that was insourced under this paragraph in the event that location falls below 35 regularly scheduled jet departures (mainline and UAX) per day, averaged over a period of nine consecutive months, after notice to the Union and subject to the provisions of paragraph 3, below.*

a. “Involuntary furlough” means displacement to the system or to Locations within the same geographic Point in order to maintain active employment.

The Union was also able to negotiate language to insource new work, as provided under Article 2, A, 2. If the Company operates more than 35 regularly scheduled departures—Mainline and UAX—per day, averaged over nine consecutive months, that location must be insourced within 180 days.

If the location falls below the threshold, then it could be outsourced. No current locations in which IAM-represented workers are located are subject to this paragraph.



Current Language	Tentative Agreement	Explanation																														
<p>Article 2, A, 3, b: Enhanced Severance</p>	<p>Article 2, A, 3, b: Enhanced Severance</p>	<p>Article 2, A, 3, b: Enhanced Severance</p>																														
<p>b. Enhanced severance (with waiver of continued employment and recall rights), to include pay continuation of 1/2 month per completed year of service to a maximum of 13 years, and continuation of health care/insurance benefits (not to include Long-Term Disability insurance) at active rates during the period of pay continuation. A “month” of pay for purposes of this section is defined as the average monthly pay for the employee for the 12 consecutive months immediately prior to the employee’s last day of active service. “One-half month” of pay is a “month of pay” divided by 2.</p>	<p>b. Enhanced severance (with waiver of continued employment and recall rights), to include pay continuation <u>based on the following table with continuation of health care/insurance benefits (not to include Long-Term Disability insurance) at active rates during the period of pay continuation.</u></p> <p><u>Enhanced severance for part-time employees will be based on the average scheduled hours during the two pay periods prior to the layoff.</u></p> <table border="1" data-bbox="556 649 1633 1396"> <thead> <tr> <th><u>Compensated Service</u></th> <th><u>Enhanced Severance Pay (Weeks of Pay)</u></th> </tr> </thead> <tbody> <tr> <td><u>Less than 1 year of service</u></td> <td><u>None</u></td> </tr> <tr> <td><u>1 year but less than 2 years of service</u></td> <td><u>2</u></td> </tr> <tr> <td><u>2 years but less than 3 years of service</u></td> <td><u>4</u></td> </tr> <tr> <td><u>3 years but less than 4 years of service</u></td> <td><u>6</u></td> </tr> <tr> <td><u>4 years but less than 5 years of service</u></td> <td><u>8</u></td> </tr> <tr> <td><u>5 years but less than 6 years of service</u></td> <td><u>10</u></td> </tr> <tr> <td><u>6 years but less than 7 years of service</u></td> <td><u>12</u></td> </tr> <tr> <td><u>7 years but less than 8 years of service</u></td> <td><u>14</u></td> </tr> <tr> <td><u>8 years but less than 9 years of service</u></td> <td><u>16</u></td> </tr> <tr> <td><u>9 years but less than 10 years of service</u></td> <td><u>18</u></td> </tr> <tr> <td><u>10 years but less than 11 years of service</u></td> <td><u>20</u></td> </tr> <tr> <td><u>11 years but less than 12 years of service</u></td> <td><u>22</u></td> </tr> <tr> <td><u>12 years but less than 13 years of service</u></td> <td><u>24</u></td> </tr> <tr> <td><u>13 or more years of service</u></td> <td><u>26</u></td> </tr> </tbody> </table>	<u>Compensated Service</u>	<u>Enhanced Severance Pay (Weeks of Pay)</u>	<u>Less than 1 year of service</u>	<u>None</u>	<u>1 year but less than 2 years of service</u>	<u>2</u>	<u>2 years but less than 3 years of service</u>	<u>4</u>	<u>3 years but less than 4 years of service</u>	<u>6</u>	<u>4 years but less than 5 years of service</u>	<u>8</u>	<u>5 years but less than 6 years of service</u>	<u>10</u>	<u>6 years but less than 7 years of service</u>	<u>12</u>	<u>7 years but less than 8 years of service</u>	<u>14</u>	<u>8 years but less than 9 years of service</u>	<u>16</u>	<u>9 years but less than 10 years of service</u>	<u>18</u>	<u>10 years but less than 11 years of service</u>	<u>20</u>	<u>11 years but less than 12 years of service</u>	<u>22</u>	<u>12 years but less than 13 years of service</u>	<u>24</u>	<u>13 or more years of service</u>	<u>26</u>	<p>Enhanced severance for part-time employees will now be based on the average scheduled hours during the two pay periods prior to layoff.</p> <p>A new severance pay table (left) will be included in the Agreement.</p>
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# Economics

Below are the tentatively agreed new pay scales for Fleet Service and Vehicle Driver employees. These wage scales, if ratified, will lead the industry and provide for base wage increases of more than 18 percent on 11/15/16 and approximately 30 percent over the term of the agreement. At each date below, IAM-United Fleet Service base wage rates are industry-best. For example, on 11/15/16, Delta's base is \$28.42, Legacy American's base is \$24.12, Legacy US Airway's base is \$24.39 and Southwest's base is \$28.82. This holds true throughout the term of the agreement.

On date of signing, a \$100 million lump sum will be paid to IAM-represented workers in the Fleet Service, Passenger Service, Stores, Maintenance Instructor, Fleet Technical Instructor/ Emergency Procedures Instructor, Security Officer and Food Service classifications. Each member in active status will receive approximately \$200 per year of service.

We were also able to achieve defined-benefit pension plan increases to both the IAM National Pension Plan (IAMNPP) and the Continental Airlines Retirement Plan (CARP). The IAMNPP increases will be shown in the chart below and CARP's increases are realized through the increases in pay.

**Fleet / Stores**

YOS	Step	Current	Initial Increase	DOS	11/15/16	12/1/17	12/1/18	12/1/19	12/1/20	12/1/21
					18.44%	2.0%	2.5%	2.5%	2.0%	2.0%
0	1	\$11.48			\$13.75	\$14.03	\$14.38	\$14.74	\$15.03	\$15.33
1	2	\$12.05			\$14.59	\$14.88	\$15.26	\$15.64	\$15.95	\$16.27
2	3	\$13.18			\$15.37	\$15.68	\$16.07	\$16.47	\$16.80	\$17.14
3	4	\$13.94			\$16.39	\$16.72	\$17.14	\$17.56	\$17.91	\$18.27
4	5	\$14.76			\$17.61	\$17.96	\$18.41	\$18.87	\$19.25	\$19.64
5	6	\$15.64	<i>\$100m lump sum; Status quo rates at DOS</i>		\$18.99	\$19.37	\$19.86	\$20.36	\$20.77	\$21.19
6	7	\$16.66		\$20.48	\$20.89	\$21.41	\$21.95	\$22.39	\$22.84	
7	8	\$17.69		\$21.87	\$22.31	\$22.86	\$23.43	\$23.90	\$24.38	
8	9	\$18.97		\$23.14	\$23.61	\$24.20	\$24.80	\$25.30	\$25.81	
9	10	\$20.25		\$24.78	\$25.28	\$25.91	\$26.56	\$27.09	\$27.63	
10	11	\$25.22		\$27.80	\$28.35	\$29.06	\$29.79	\$30.39	\$31.00	
11	12	\$25.22		<b>\$29.87</b>	<b>\$30.47</b>	<b>\$31.23</b>	<b>\$32.01</b>	<b>\$32.65</b>	<b>\$33.30</b>	

\*\*\*The percentage increase of 18.44% on 11/15/16 is for top of scale. The percentage increase for other steps range from 10.2% to 23.6% depending on step. The percentage increases thereafter apply evenly to all steps in the scale.\*\*\*

**FSE Vehicle Driver**

YOS	Step	Current	11/15/16	12/1/17	12/1/18	12/1/19	12/1/20	12/1/21
			18.70%	2.0%	2.5%	2.5%	2.0%	2.0%
0	1	\$10.99	\$13.05	\$13.31	\$13.64	\$13.98	\$14.26	\$14.54
1	2	\$11.39	\$13.52	\$13.79	\$14.14	\$14.49	\$14.78	\$15.07
2	3	\$12.43	\$14.75	\$15.05	\$15.43	\$15.81	\$16.13	\$16.45
3	4	\$13.14	\$15.60	\$15.91	\$16.31	\$16.71	\$17.05	\$17.39
4	5	\$13.20	\$15.67	\$15.98	\$16.38	\$16.79	\$17.13	\$17.47
5	6	\$14.52	\$17.24	\$17.58	\$18.02	\$18.47	\$18.84	\$19.22
6	7	\$15.28	\$18.14	\$18.50	\$18.96	\$19.44	\$19.83	\$20.22
7	8	\$16.19	\$19.22	\$19.60	\$20.09	\$20.59	\$21.01	\$21.43
8	9	\$16.86	\$20.01	\$20.41	\$20.92	\$21.45	\$21.88	\$22.31
9	10	\$18.11	\$21.50	\$21.93	\$22.47	\$23.04	\$23.50	\$23.97
10	11	\$22.04	\$26.16	\$26.68	\$27.35	\$28.04	\$28.60	\$29.17



# Defined-benefit Pension Plan

Below is the IAMNPP hourly contribution and annual multiplier increase over the term of the agreement. It is important to note that future benefits under CARP are tied to earnings, so those IAM-represented workers covered by CARP will also realize future benefit increases based on the significant wage increases achieved through this round of contract talks.

As you can see below, the IAMNPP annual multiplier increases 25 percent from what it is today by the end of the agreement. This is the industry's best defined-benefit pension plan.



IAM NATIONAL  
PENSION FUND  
*Better Pension · Better Life*

Year	2017	2018	2019	2020	2021
Hourly Contribution Rate	\$1.85	\$1.90	\$1.95	\$2.00	\$2.05
Annual multiplier	\$79.84	\$81.73	\$83.59	\$85.46	\$87.33

—Coupled with increases to the defined benefit pension plans at United Airlines, don't forget that the increases in base wage rates will mean higher earnings and higher contributions to our 401k plan by United if we take advantage of the employer match.

—Longevity pay will end on 11/15/16.

—“Badging pay” of one hour will be implemented to compensate employees to acquire necessary airport authority badges.

—The pay scale increases one step.

Current Language	Tentative Agreement	Explanation
<p>Article 4, A, 5, a: Regularly Scheduled Days Off (RDO)</p>	<p>Article 4, A, 5, a: Regularly Scheduled Days Off (RDO)</p>	<p>Article 4, A, 5, a: Regularly Scheduled Days Off (RDO)</p>
<p>a. Employees will have at least 2 fixed or rotating regularly scheduled days off during each work week as determined by local management. If the Union believes that the distribution between fixed and rotating days off is unduly skewed based on historical comparisons, the local Assistant General Chairperson may raise those concerns with the local Human Resources Representative. Any significant unresolved dispute that remains may be escalated for discussion to the President and Directing General Chairperson and the Vice President, Labor Relations.</p>	<p>a. Employees will have at least 2 fixed or rotating regularly scheduled days off during each work week as determined by local management. If the Union believes that the distribution between fixed and rotating days off is unduly skewed based on historical comparisons, the local Assistant General Chairperson may raise those concerns with <u><i>the Department Manager and the local Human Resources Representative, who will set forth a 30 day timeline to meet and resolve the dispute.</i></u> Any significant unresolved dispute that remains may be escalated for discussion to the President and Directing General Chairperson and the Vice President, Labor Relations.</p>	<p>This new language sets a time limit of 30 days to resolve disputes between the Union and the Company relating to unduly skewed days off patterns from historical comparisons on shift bids.</p> <p>Currently, there is no such time limits, which hinders the Union's ability to dispute such violations.</p>

Current Language	Tentative Agreement	Explanation
Article 4, A, 7: Relief Lines	Article 4, A, 7: Relief Lines	Article 4, A, 7: Relief Lines
<p>7. Work Shifts</p> <p>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.</p> <p>b. Vacation Relief shifts will be included in the regular shift bid, to cover planned vacations, and will include a base or home shift. Vacation relief schedules will be provided to employees in a minimum of 30 day segments.</p> <p>c. Outage Relief shifts are used to cover outages and will be included in the regular shift bid, as determined by local management, either: (a) with regular days off and start times that remain consistent throughout bid period and/or (b) as open-lines that change on a monthly basis based on operational needs.</p>	<p>7. Work Shifts</p> <p>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.</p> <p><b><u>b. Relief shifts may be used to cover outages and will be included in the regular shift bid, as determined by local management, either:</u></b></p> <p><b><u>(i) With regular days off and start times that remain consistent throughout bid period.</u></b></p> <p><b><u>(ii) As open-lines that change on a monthly basis based on operational needs.</u></b></p> <p><b><u>(A) Relief schedules will be provided to employees in a minimum of 30 day segments and will include a base or home shift.</u></b></p> <p><b><u>(B) If relief line(s) are used to cover lines temporarily vacated by other employees, the relief line(s) will match the vacated bid line(s). (ie Vacation, Jury Duty, Illness LOA, etc.).</u></b></p> <p><b><u>(C) If the relief lines are adjusted to accommodate a change to the operational need (ie flight schedule changes, call volume changes), relief shifts are not required to match current shift bid lines. Relief schedules will be reviewed with the Local Committee and Local management at least 5 days ahead of the relief posting, the Local committee will respond with any concerns within 48 hours.</u></b></p>	<p>The tentative agreement combines vacation and outage relief as one relief line.</p> <p>Relief schedules will be reviewed with Local Committees at least five days ahead of a shift bid posting and all concerns regarding the amount of relief lines will be raised within 48 hours.</p>

## Current Language

## Tentative Agreement

## Explanation

### Article 4, A, 9: Meal Periods

- a. All scheduled meal periods are unpaid.
- b. Eight (8) hour shifts will have a scheduled meal period between the beginning of the 4th and the end of the 6th hour of the shift, unless otherwise mutually agreed upon. Ten (10) hour shifts will have a scheduled meal period between the beginning of the 5th and the end of the 7th hour of the shift, unless otherwise mutually agreed upon. In work areas where it is not feasible for employees to take a meal period due to regular operational requirements (e.g., move team), employees will be scheduled for a straight 8 or 10 hour shift at the Company's discretion. Part-time shifts entitled to a meal period will have the meal period scheduled as close to the mid-point of the shift as operationally possible.
- c. Employees who do not receive a scheduled meal period due to operational needs will either (a) be paid the applicable rate of pay for the length of the meal period, or (b) be allowed to leave work 30 minutes early and be paid at their straight time rate of pay for the meal period.
- d. Where applicable federal, state or local law mandates a more beneficial meal or break period practice, practices will be altered in that location to comply with the applicable law.

### Article 4, A, 9: Meal Periods

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- (i) Employees must be assigned a meal period within the contractually defined meal window (between the beginning of the 4th and the end of the 6th hour of an 8 hour shift, and between the beginning of the 5th and the end of the 7th hour of a 10 hour shift) to avoid a meal penalty.*
- (ii) If, due to operational necessity and with the pre-authorization of management, an employee does not receive a meal period during the meal window, the options are:*

### Article 4, A, 9: Meal Periods

Employees must be assigned a meal period within the defined contractual meal window.

At the employees' option, a new meal period can be accepted, the employee may leave 30 minutes early if operationally feasible with no loss of pay or forego the rescheduled meal period and be paid at the applicable rate.

Current Language	Tentative Agreement	Explanation
	<p data-bbox="680 168 1465 217">Article 4, A, 9: Meal Periods (continued)</p> <p data-bbox="680 240 1499 347"><u>(A) Management will assign and communicate a new 30 minute meal period at another operationally feasible time during the employee's shift and no remedy will be due.</u></p> <p data-bbox="680 386 1520 457"><u>(1) The employee is responsible to advise the supervisor if they wish to forego the new meal period.</u></p> <p data-bbox="680 565 1507 672"><u>(B) Forego a meal period and be allowed to leave work 30 minutes early and be paid at their straight time rate of pay for the meal period.</u></p> <p data-bbox="680 711 1520 854"><u>(1) Forego a meal period and depart work 30 minutes early, unless advised by the Supervisor of an extraordinary operational necessity for the employee to remain for the balance of the regular shift and be paid 30 minutes at the applicable rate.</u></p> <p data-bbox="680 893 1478 1000"><u>(a) The Supervisor will send a brief email to the Committee Chairman and the HR Manager describing the extraordinary operational necessity.</u></p> <p data-bbox="680 1039 1516 1146"><u>(b) In the event there has been a disagreement concerning an extraordinary operational necessity, the issue may be raised by the Local Committeeperson to the station HR Manager for resolution.</u></p> <p data-bbox="680 1185 1503 1292"><u>(C) Forego a meal period and the employee elects to remain through the end of the scheduled shift, and be paid 30 minutes at the applicable rate.</u></p> <p data-bbox="680 1331 1474 1474"><u>(iii) Employees who do not receive a meal period during a shift, either by employee choice or due to operational necessity, will still be subject to Task Completion and assignment to mandatory overtime based on the needs of the operation.</u></p>	

Current Language	Tentative Agreement	Explanation
Article 4, B, 1: Work Schedule Bids	Article 4, B, 1: Work Schedule Bids	Article 4, B, 1: Work Schedule Bids
<p>1. Work schedules are posted for bid, as far in advance as practical, or a minimum of 7 calendar days. The posting will contain the scheduled start times, shift lengths, scheduled days off, work areas, and effective date. No bid line may contain more than 2 start times per week. Employees will bid under this section using Bid Seniority. Once the bidding process is completed, schedule bid awards will be posted at least 7 days prior to the effective date of the new work schedule. Employees unavailable to bid at their appointed bidding time, may bid by proxy, or by other means established locally. 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.</p>	<p>1. Work schedules are posted for bid, as far in advance as practical, or a minimum of 7 calendar days. The posting will contain the scheduled start times, shift lengths, scheduled days off, work areas, and effective date. No bid line may contain more than 2 start times per week. Employees will bid under this section using Bid Seniority. Once the bidding process is completed, schedule bid awards will be posted at least 7 days prior to the effective date of the new work schedule. Employees unavailable to bid at their appointed bidding time, may bid by proxy, or by other means established locally. 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. <u><i>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.</i></u></p>	<p>Reassigning employees between bid line work areas will be done in reverse bid seniority order. This language change strengthens seniority rights.</p>



Current Language	Tentative Agreement	Explanation
Article 4, D, 1, c: Shift Continuation	Article 4, D, 1, c: Task Completion	
<p>c. Shift Continuation. Whenever requested to do so by the Company, in order to complete their work, an employee may be required to remain for up to 1 hour after his or her scheduled shift ending time. When this shift continuation occurs, a full-time employee will receive no less than 1 hour's pay, even if the employee is released from the work before the hour ends. A part-time employee will be paid in no less than 15 minute increments, at the applicable rate. Shift continuation assignments are not considered overtime under this section, will not be subject to any overtime sign-up, seniority, or equalization rules, and will not count toward employees' overtime balances.</p>	<p>c. <u><b>Task Completion.</b></u> Whenever requested to do so by the Company, in order to complete their work, an employee may be required to remain for up to 1 hour after his or her scheduled shift ending time. <u><b>The Company will make a reasonable effort to obtain volunteer(s) before an employee is assigned Task Completion. Upon completion of the primary job assignment, an employee is not required to accept a second job assignment during Task Completion. Employees will receive no less than 1 hour's pay at the applicable rate for Task Completion, either before or after their shift, even if the employee is released from the job before the hour ends.</b></u> <u><b>Task Completion</b></u> assignments are not considered overtime under this section, will not be subject to any overtime sign-up, seniority, or equalization rules, and will not count toward employees' overtime balances.</p>	<p>Management must make a reasonable effort to find a volunteer before assigning an employee to task completion.</p> <p>Upon completion of the specific task, the employee is no longer required to accept an additional task.</p> <p>All employees will be paid no less than one hour at the applicable rate.</p>

Current Language	Tentative Agreement	Explanation
<p>Article 4, D, 9: Mandatory Overtime, sub-paragraph b modified, sub-paragraph g added.</p>	<p>Article 4, D, 9: Mandatory Overtime, sub-paragraph b modified, sub-paragraph g added.</p>	<p>Article 4, D, 9: Mandatory Overtime, sub-paragraph b modified, sub-paragraph g added.</p>
<p>b. Mandatory overtime may 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.</p>	<p>b. Mandatory overtime <i>will</i> 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 any 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.</p> <p><i><u>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.</u></i></p>	<p>Full-time and part-time employees will now be paid the same for mandatory overtime and not less than 1.5X the hourly rate of pay.</p> <p>If an employee works two or more consecutive days of mandatory overtime, all OT will be paid at 2X the hourly rate.</p>

Current Language	Tentative Agreement	Explanation
<p data-bbox="23 196 663 245">Article 4, D, 3: Overtime Bypass</p> <p data-bbox="23 285 695 1406">3. Pending full implementation of technology allowing efficient and timely everyday compliance with overtime distribution procedures, the parties will meet and confer to discuss interim overtime bypass procedures. If the parties cannot mutually agree on a set of interim bypass procedures within 30 days the Company may implement its preferred procedure for the period. If, however, the Company has not fully implemented the bypass technology by December 31, 2015, employees who are subsequently bypassed for overtime will be paid and charged applicable overtime rate for all hours missed by that particular overtime. Pending full implementation of technology allowing efficient opportunity.</p>	<p data-bbox="705 196 1350 245">Article 4, D, 3: Overtime Bypass</p> <p data-bbox="705 285 1367 610"><u><i>3. An employee who is bypassed for overtime in violation of these overtime distribution procedures will be paid and charged the applicable overtime rate for the overtime hours missed.</i></u></p>	<p data-bbox="1392 196 2039 245">Article 4, D, 3: Overtime Bypass</p> <p data-bbox="1392 285 2066 513">All overtime bypasses will be paid to eligible employees that were denied an opportunity for such overtime.</p>

# Current Language

# Tentative Agreement

# Explanation

## Article 4, D, 6: Overtime Eligibility

a. To be eligible for an overtime assignment, an employee must be qualified to perform the work. Employees are responsible for maintaining an accurate record of their qualifications and may not remove a qualification without Company approval.

b. Overtime is permitted for employees off on Union time, off on military leave, jury duty or for testimony in a judicial proceeding, while on special assignment, during in-station training, and outside of regularly scheduled hours on a day trade off. Employees on a vacation day, DAT or floating holiday will be eligible for overtime from the end of the last regularly scheduled shift prior to the vacation, DAT or floating holiday through the vacation period, but will be placed on the bottom of the overtime equalization list until they report back for a regularly scheduled shift.

c. Employees are ineligible for overtime: (a) during regularly scheduled hours on a day trade off or scheduled vacation; (b) for 24 hours from the start of a shift where the employee was absent due to illness, FMLA or unauthorized unpaid time off; (c) until after they have worked a regular shift in their normal classification following a temporary upgrade to a management position; and (d) except for emergency situations, when it would require them to work (including their regular shift) in excess of 16 hours in any 24 hour period.

## Article 4, D, 6: Overtime Eligibility

a. To be eligible for an overtime assignment, an employee must be qualified to perform the work. Employees are responsible for maintaining an accurate record of their qualifications and may not remove a qualification without Company approval.

b. Overtime is permitted for employees off on Union time, off on military leave, jury duty or for testimony in a judicial proceeding, while on special assignment, during in-station training, on a vacation day, DAT or Holiday, and on a day trade off. Employees on a vacation day, DAT or floating holiday will be eligible for overtime from the end of the last regularly scheduled shift prior to the vacation, DAT or floating holiday through the vacation period, but will be placed on the bottom of the overtime equalization list until they report back for a regularly scheduled shift.

c. Employees are ineligible for overtime: (a) during regularly scheduled hours on a day trade off if a DAT day is placed concurrent with the day trade off; (b) for 24 hours from the start of a shift where the employee was absent due to illness, FMLA or unauthorized unpaid time off; (c) until after they have worked a regular shift in their normal classification following a temporary upgrade to a management position; and (d) except for emergency situations, when it would require them to work (including their regular shift) in excess of 16 hours in any 24 hour period.

## Article 4, D, 6: Overtime Eligibility

This language allows employees to be eligible for overtime on a day trade off.

Employees, however, are ineligible to work overtime during their regularly scheduled hours on a day trade off if a DAT is scheduled concurrent with a day trade off.

Current Language	Tentative Agreement	Explanation
Article 4, D, 7, b: Voluntary Overtime Offering: sub-paragraph (i) added	Article 4, D, 7, b: Voluntary Overtime Offering: sub-paragraph (i) added	Article 4, D, 7, b: Voluntary Overtime Offering: sub-paragraph (i) added
Does not exist in current Agreement.	<p><u><i>(i) Overtime of 1 hour may be offered to employees, in seniority order when possible, prior to or after the employees scheduled shift on a voluntary basis. Employees will be paid for the full hour at the applicable rate of pay and may be given one or more assignments. Assignments are not considered overtime under this section, will not be subject to any overtime sign-up or equalization rules, and will not count toward an employee's overtime balance.</i></u></p>	<p>Voluntary overtime of one hour may be offered by the Company with one or more assignment.</p> <p>This overtime is strictly voluntary.</p>

Current Language	Tentative Agreement	Explanation
<p>Article 4, D, 9, a, i: Overtime Equalization</p>	<p>Article 4, D, 9, a, i: Overtime Equalization</p>	<p>Article 4, D, 8, a, i: Overtime Equalization</p>
<p>a. 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; (b) offered and declined; or (c) that would have been offered had the employee signed up for the overtime opportunity. If 2 or more employees' overtime balances are equal, Bid Seniority will govern. Overtime balances will be posted electronically, and where feasible, in printed form in a place generally accessible to all employees.</p> <p>(i) The initial establishment of the overtime equalization list at a station will be accomplished by prioritizing employees in descending Bid Seniority order with 0 hours assigned to each. Balances may be occasionally reduced by the same number, but may not be zeroed. Stations will establish a single station equalization list.</p>	<p>a. 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; (b) offered and declined. If 2 or more employees' overtime balances are equal, Bid Seniority will govern.</p> <p><b><u>Overtime balances will be posted electronically.</u></b></p> <p>(i) The initial establishment of the overtime equalization list at a station will be accomplished by prioritizing employees in descending Bid Seniority order with 0 hours assigned to each. <b><u>Balances will be zeroed quarterly and employees on the list will be reprioritized in descending bid seniority order. Stations will establish a single station equalization list.</u></b></p>	<p>Employees will no longer be charged for hours they did not sign up for. Missed opportunities OT charging will end.</p> <p>Overtime balances will be zeroed quarterly and overtime balances must be posted electronically to further process transparency and the ability for employees to determine if they have been bypassed.</p>



# Current Language

# Tentative Agreement

# Explanation

## Article 5, A, 3, d, i, ii: Block Vacation Bidding and Usage

## Article 5, A, 3, d, i, ii: Block Vacation Bidding and Usage

## Article 5, A, 3, d, i, ii: Block Vacation Bidding and Usage

d. Bidding for block vacation will be by station. The Company will post 100% of vacation liability for block bidding. Bidding will begin no later than November 1, and bidding will be completed by November 30.

(i) At most locations part-time and full-time employees will bid block vacation weeks together, but the Union and the Company will discuss on a local level whether to bid part-time and full-time employees separately. In the event a significant dispute arises and remains unresolved regarding whether full- and part- time employees will bid together or separately, it may be escalated to the level of AGC and HR at that station.

(ii) At most locations Leads and the associated Basic classification will bid block vacation weeks together. The Union and the Company will discuss on a local level other bidding options. In the event a significant dispute arises and remains unresolved regarding whether Leads and the associated Basic classification will bid vacation together or by some other method, it may be escalated to the level of AGC and HR at that station.

*d. The Union and the Company will meet locally at least 30 days in advance of the vacation bidding, but in no event later than October 1st. Local management will provide the local Union Committee with background information that enables the Union Committee to engage in a meaningful dialogue with management regarding the method of scheduling vacation for the coming year. The information to be discussed will include anticipated and historical block week and DAT allotments, vacation accruals, historical and anticipated bidding procedures and rules, classification and work area identification, and the seniority lists to be used. If the discussion is not completed by October 15th, it may be escalated to the level of AGC, the Department Manager and HR at that station, if not resolved within 10 days, the issue will be escalated to the PDGC of the IAM and the Director of Labor Relations.*

(i) At most locations part-time and full-time employees will bid block vacation weeks together, but the Union and the Company will discuss on a local level whether to bid part-time and full-time employees separately. In the event a significant dispute arises and remains unresolved regarding whether full- and part-time employees will bid together or separately, *it may be escalated to the level of AGC, the Department Manager and HR at that station. If not resolved by October 15th , the issue will be escalated to the PDGC of the IAM and the Director of Labor Relations.it may be escalated to the level of AGC and HR at that station.*

(ii) At most locations Leads and the associated Basic classification will bid block vacation weeks together. The Union and the Company will discuss on a local level other bidding options. In the event a significant dispute arises and remains unresolved regarding whether Leads and the associated Basic classification will bid vacation together or by some other method, *it may be escalated to the level of AGC, the Department Manager and HR at that station. If not resolved by October 15th, the issue will be escalated to the PDGC of the IAM and the Director of Labor Relations.*

For vacation bidding purposes, the Union and Company will meet 30 days in advance of October 1st to discuss the vacation scheduling for the following year with concrete timelines to resolves disputes.

Current Language	Tentative Agreement	Explanation
<p>Article 5, B, 3: Payment for Floating Holidays</p>	<p>Article 5, B, 3: Payment for Floating Holidays</p>	<p>Article 5, B, 3: Payment for Floating Holidays</p>
<p>3. Full-time employees will be paid holiday pay at 8 straight-time hours for all holidays, regardless of whether they are scheduled to work. Part-time employees will be paid holiday pay equal to 1/10 of the hours the employee is scheduled to work in the 2 week pay period containing the holiday.</p>	<p>3. Full-time employees will be paid holiday pay at 8 straight-time hours for all <u>fixed</u> holidays, regardless of whether they are scheduled to work. <u>Full-time employees assigned to 8 hour shifts will be paid 8 hours straight time for all floating holidays. Full-time employees assigned to shifts greater than 8 hours will be paid straight time, equivalent to the hours of the regularly scheduled shift for floating holidays.</u> Part-time employees will be paid holiday pay equal to 1/10 of the hours the employee is scheduled to work in the 2 week pay period containing the holiday.</p>	<p>Employees will now receive the appropriate pay for floating holidays that is equivalent to their regularly scheduled shift if greater than 8 hours.</p>

# Current Language

# Tentative Agreement

# Explanation

## Article 5, 5, a, i-iv: Use of Vacation and Status of Vacation at Separation

## Article 5, 5, a, i-iv: Use of Vacation and Status of Vacation at Separation

## Article 5, 5, a, i-iv: Use of Vacation and Status of Vacation at Separation

### 5. Use of Vacation, and Status of Vacation at Separation

### 5. Use of Vacation, and Status of Vacation at Separation

Employees, at their option, can have all or part of three unused vacation days paid by February 28th of the following year, or schedule the day/s the following year.

a. Except as otherwise required by law, vacation must be taken during the calendar year (the Vacation Usage Year) following the year in which the vacation was earned (the Accrual Year).

a. Except as otherwise required by law, vacation must be taken during the calendar year (the Vacation Usage Year) following the year in which the vacation was earned (the Accrual Year).

Currently, if three vacation days and/or floating holidays are carried forward after the vacation usage year, those days would have to be used on an open DAT slot on the employee's shift in January or February, or the days would be paid out in March.

(i) However, employees may carry forward, to the year after the Vacation Usage Year, a maximum of 3 unused vacation days and/or Floating Holidays in total (or hourly equivalent) to be used on any open DAT slot on their shift during January and February of that year or have these days/hours paid out in March.

(i) However, employees may carry forward, to the year after the Vacation Usage Year, a maximum of 3 unused vacation days and/or Floating Holidays in total (or hourly equivalent) to be used on any open DAT slot on their shift during the following year, or at the employee's option have all or part of the 3 unused vacation days (including block vacation, DAT's, and Holidays) paid out no later than February 28 of the following year.

Now an employee can schedule the unused vacation days an any open DAT slot on their shift anytime during the year.

(ii) Employees with more than 3 unused vacation days at the end of the Vacation Usage Year will have all days in excess of 3 days assigned by the Company for use during the year following the Vacation Usage Year. The parties are mindful of the burdens placed on the operation by such carry-over days. Therefore, if such carry-over results in an average number of carry-over days at a location that exceeds the number of full-time employees at that location, the Company and the Union commit to affect a solution to reduce the number of carry-over days going forward.

(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 by February 28th of the following year. The parties are mindful of the burdens placed on the operation by such carry-over days. Therefore, if such carry-over results in an average number of carry-over days at a location that exceeds the number of full-time employees at that location, the Company and the Union commit to affect a solution to reduce the number of carry-over days going forward.

(iii) If an employee works at the Company's request on his or her scheduled vacation day, the employee will have the option of either (a) rescheduling the vacation day, or (b) receiving a payout of the vacation day in the year following the Vacation Usage Year.

(iii) If an employee works at the Company's request on his or her scheduled vacation day, the employee will have the option of either (a) rescheduling the vacation day, or (b) receiving a payout of the vacation at the end of the Vacation Usage Year.

(iv) An employee who is sick or injured prior to the commencement of his or her scheduled vacation and whose illness or injury disables him/her through the entire period of his scheduled time off will, at the employee's option, receive vacation pay for the scheduled vacation or receive sick leave pay for the scheduled period of time and have his or her vacation rescheduled. The employee will not receive both sick pay and vacation pay for the same period. If the Company does not reschedule the affected vacation in the vacation Usage Year and/or the following year, the employee will then receive vacation pay for the affected vacation.

(iv) An employee who is sick or injured prior to the commencement of his or her scheduled vacation and whose illness or injury disables him/her through the entire period of his scheduled time off will, at the employee's option, receive vacation pay for the scheduled vacation or receive sick leave pay for the scheduled period of time and have his or her vacation rescheduled. The employee will not receive both sick pay and vacation pay for the same period. If the Company does not reschedule the affected vacation in the vacation Usage Year and/or the following year, the employee will then receive vacation pay for the affected vacation.

# Current Language

# Tentative Agreement

# Explanation

Article 9, A, 1, 4, and 5 and B, 3, c:  
Investigations, Grievance & Arbitration

Article 9, A, 1, 4, and 5 and B, 3, c:  
Investigations, Grievance & Arbitration

Article 9, A, 1, 4, and 5  
and B, 3, c: Investigations,  
Grievance & Arbitration

## A. Investigations

1. 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 on all such notices. An employee who has completed his/her probationary period will have access to the grievance process.

4. Employees held out of service pending investigation of disciplinary charges will incur no loss of pay, except that employees may be held out of service without pay when charged with any of the following: (1) being arrested for or charged with a disqualifying criminal offense that falls under the jurisdiction of the airport or city where the employee works; (2) participating in an unlawful or prohibited job action; (3) refusal or adulteration of a drug or alcohol test; (4) insubordination, or refusal to obey a direct order that is not safety-related; (5) refusal to participate in a Company investigation; (6) an act or threat of abuse or violence; (7) an act of fraud; or (8) use or possession of alcohol, illegal drugs, or weapons on Company property.

## A. Investigations

1. 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. An employee who has completed his/her probationary period will have access to the grievance process.

4. Employees held out of service pending investigation of disciplinary charges will incur no loss of pay, except that employees may be held out of service without pay when charged with any of the following: (1) being arrested for or charged with a disqualifying criminal offense that falls under the jurisdiction of the airport or city where the employee works; (2) participating in an unlawful or prohibited job action; (3) refusal or adulteration of a drug or alcohol test; (4) insubordination, or refusal to obey a direct order that is not safety-related; (5) refusal to participate in a Company investigation; (6) an act or threat of abuse or violence; (7) an act of fraud; or (8) use or possession of alcohol, illegal drugs, or weapons on Company property. In the event an employee is held out-of-service without pay, proposed termination charges will be prepared within 30 days from the date the employee was held out of service. If circumstances require an employee to be held out of service without pay and without charge for greater than 30 calendar days, the employee will revert to paid status beginning on the 31st day, provided the employee is otherwise fully qualified and available to work. Upon issuance of the proposed charges, the parties will meet to schedule the Investigative Review Hearing within 15 calendar days.

Employees held out of service without pay will receive formal charges within 30 days from the time of being held out of service.

If charges aren't issued within 30 days, the employee will revert to pay status.

## Current Language

## Tentative Agreement

## Explanation

### Article 9, A, 1, 4, and 5 and B, 3, c: Investigations, Grievance & Arbitration (continued)

### Article 9, A, 1, 4, and 5 and B, 3, c: Investigations, Grievance & Arbitration (continued)

Article 9, A, 1, 4, and 5 and  
B, 3, c: Investigations,  
Grievance & Arbitration  
(continued)

5. No employee will be disciplined to the extent of loss of pay (other than for insubordination, job abandonment or failure to attend a scheduled investigatory meeting) or discharged from employment without a prompt, fair and impartial investigative hearing at which he may be represented and assisted by Union Representatives. Prior to the hearing, the Company will give the Union and employee copies of any previous disciplinary action letters which are to be considered, and the Company will advise the Union in writing of the precise charges against the employee. The Union and employee will have at least 48 hours advance notice (excluding Saturdays, Sundays, and Holidays) prior to any disciplinary hearing, and at least 48 hours (excluding Saturdays, Sundays, and Holidays) before the hearing the Company and the Union will provide to each other copies of documents or records upon which they intend to rely at the hearing. Any appeals of discipline imposed as a result of the investigative review hearing will be made directly to Step 3 of the grievance procedure using the rules and time limits which apply to that Step.

c. Step 3. If not settled earlier, the grievance will be reviewed by representatives appointed by the Company and Union within 10 days of its referral to Step 3. The Company will provide a written answer within 14 days of this review. If the Union decides to further appeal the answer to the System Board, within 40 days from the Company's answer it must perfect all facts in a written Submission to the Company and the System General Chairman.

5. No employee will be disciplined to the extent of loss of pay (other than for insubordination, job abandonment or failure to attend a scheduled investigatory meeting) or discharged from employment without a prompt, fair and impartial investigative hearing at which he may be represented and assisted by Union Representatives. Prior to the hearing, the Company will give the Union and employee copies of any previous disciplinary action letters which are to be considered, and the Company will advise the Union in writing of the precise charges against the employee. The Union and employee will have at least 72 hours advance notice (excluding Saturdays, Sundays, and Holidays) prior to any disciplinary hearing, and at least 72 hours (excluding Saturdays, Sundays, and Holidays) before the hearing the Company and the Union will provide to each other copies of documents or records upon which they intend to rely at the hearing. Any appeals of discipline imposed as a result of the investigative review hearing will be made directly to Step 3 of the grievance procedure using the rules and time limits which apply to that Step.

B,3,c. Step 3. If not settled earlier, the grievance will be reviewed by representatives appointed by the Company and Union within 10 days of its referral to Step 3. *If the Union desires a formal hearing at the Step 3 level, the PDGC will make a request through the Director of Labor Relations.* The Company will provide a written answer within 14 days of this review. If the Union decides to further appeal the answer to the System Board, within 40 days from the Company's answer it must perfect all facts in a written Submission to the Company and the System General Chairman.

Hearing notices will be given 72 hours in advance and the Union will have the right to a formal Step 3 hearing.



Current Language	Tentative Agreement	Explanation
<p>Article 10, R: Management Performing Hourly Rated Work</p>	<p>Article 10, R: Management Performing Hourly Rated Work</p>	<p>Article 10, R: Management Performing Hourly Rated Work</p>
<p>R. Fleet Service work will be performed by employees covered by this Agreement. Supervisors and managers will not normally perform Fleet Service work, and the incidental or occasional performance of such work will not deny any Fleet Service employee opportunities for compensated work. However, it is the responsibility of all co-workers to provide the best customer service and to support the operation. In the event disputes over the extent to which, or circumstances under which supervisory or management personnel perform Fleet Service work may arise, the Company and Union will promptly meet and confer in an effort to resolve such matters consistent with these provisions and the negotiating processes that led to this Agreement.</p>	<p><b><u>R.</u></b> Fleet Service work will be performed by employees covered by this Agreement. Supervisors and Managers <b><u>should not perform</u></b> Fleet Service work, <b><u>except for incidental or occasional performance of such work to ensure the integrity of the operation. The Company and Union intend this to be limited to unique, unforeseeable, emergency, or other critical and safety-related situations, and that any such work performed be non-repetitive, short in duration and operationally critical, and where no hourly-rated employee could reasonably be anticipated to perform the task. In no event will any Fleet Service employee be denied the opportunity for compensated work.</u></b> However, it is the responsibility of all co-workers to provide the best customer service and to support the operation. In the event disputes over the extent to which, or circumstances under which supervisory or management personnel perform Fleet Service work may arise, <b><u>the Department Manager and Local Committeeperson</u></b> will promptly meet and confer in an effort to resolve such matters <b><u>and to determine an appropriate resolution, including but not limited to pay for denied opportunities for compensated work or overtime,</u></b> consistent with these provisions and the negotiating processes that led to this Agreement.</p>	<p>Management should not perform hourly rated work—our work—except in short duration, unforeseeable emergency situations in which no other FSEs can be found.</p> <p>Examples of violations: Throwing bags down the jet bridge chute, hooking up an ac unit, loading a cart, etc..</p> <p>If this language is violated, FSEs denied OT opportunities due to management performing such work can be (if a grievance is filed) compensated.</p> <p>This language offers shop-stewards and local committees the wherewithal to prevent management from performing our work with a penalty payment if the language is violated.</p>



Current Language	Tentative Agreement	Explanation
<p>Article 11: Effective Date and Duration</p>	<p>Article 11: Effective Date and Duration</p>	<p>Article 11: Effective Date and Duration</p>
<p>A. Effective Date. The provisions of this Agreement will become effective on November 1, 2013 (the “Effective Date”) except as otherwise specifically stated in the Agreement.</p> <p>B. Amendable Date. This Agreement will continue in full force and effect through and including December 31, 2016 and will thereafter renew itself without change each succeeding January 1, unless written notice of intended change is served in accordance with Section 6, Title I, of the Railway Labor Act, as amended (the “Act”) by either party at least 180 days prior to December 31, 2016 or any December 31 thereafter. If a new tentative collective bargaining agreement has not been concluded by 11:00 PM Central Time on January 15, 2018, then effective immediately at 11:00 PM Central Time on January 15, 2018, a 3% increase in base wage rates will take effect, and Section A.2.a &amp; b of Article 2 will be deemed stricken from the Agreement and will be null, void, and not part of the rates of pay, rules, and working conditions that the parties are obligated to maintain under the Act or for any other purpose.</p>	<p>A. Effective Date. The provisions of this Agreement will become effective on <u>[TBD] (the “Effective Date”)</u> except as otherwise specifically stated in the Agreement.</p> <p><u><b>B. Amendable Date. This Agreement will continue in full force and effect through and including December 31, 2021 and will thereafter renew itself without change each succeeding January 1, unless written notice of intended change is served in accordance with Section 6, Title I, of the Railway Labor Act, as amended (the “Act”) by either party no earlier than 18 months prior to December 31, 2021 or any December 31 thereafter.</b></u></p>	<p>Our contract, if ratified by the membership, is effective on D.O.S. and becomes amendable on 12/31/2021.</p> <p>Either party can serve notice and we can start negotiations 18 months prior, on July 1, 2020.</p> <p>It’s important to remember that our contract never expires. If we reach 12/31/2021 without a new contract, this current contract remains in place and in full force and effect.</p>

# Q&A

**Q:** Why did we engage in limited issue negotiations with United Airlines?

**A:** The IAM engaged in limited issue negotiations with United to fix things in our contract that IAM members demanded be fixed. Also, given current record profitability at United Airlines, the IAM took the position that we should not have to wait to realize significant contractual improvements that IAM members deserve and could achieve through this process.

We achieved industry-best job scope/security, industry-leading wage rates and total compensation per hour and built on the best defined-benefit pension plan in the airline industry, whether you are in the IAM National Pension Plan (IAMNPP) or the Continental Airlines Retirement Plan (CARP). We also achieved many language improvements that will improve our quality of life at work.

The limited issue, expedited negotiations provided us a unique opportunity to leverage favorable industry conditions and make meaningful improvements now. Real Improvements that will make a big difference in the lives of IAM-represented workers at United Airlines.

**Q:** Is the date that permitted the Company the right to outsource core work at Tier Two locations and United Express work we currently perform gone?

**A:** Yes. The Company is prohibited from outsourcing core work at all hubs and Tier Two stations, including United Express (UAX) work currently performed by IAM-represented workers at those locations.

(We also added ATW and BTW UAX work at LAX and BTW UAX work at SFO, with insourcing dates to be determined). There is now no time limit or expiration date to this protection.

**Q:** Were we able to negotiate work protections and job security for the stations that were retained through modified contracts?

**A:** Yes. Not only was economic compensation, including the 401k match, and work rules restored at BIL, IND, KOA, LIH, OGG, RNO, SAT, SJC, TUL and ATW at ATL, MCI, RDU, RSW, SMF and STL all other locations during this process, but we also were able to protect all work at these locations until 7/1/2024. Currently, these stations have no protection and are subject to an annual outsourcing review by the Company.

**Q:** Is it true that all the UAX work at locations listed in Article 2A1a is now protected from outsourcing without an expiration date?

**A:** Yes. Through these limited issue negotiations the UAX work performed by IAM-represented United employees at locations listed in Article 2A1a is now protected from outsourcing without an expiration date. Protection of regional carrier or "express" operations without an expiration date is unprecedented in the airline industry and provides IAM-represented employees at United the best job scope/security in the airline industry. It is very important to note that over 60 percent of United's flight schedule is flown by UAX.

**Q:** Is our top of scale base wage rate the highest in the airline industry?

**A:** Yes. On 11/15/16, the top of scale wage rate of \$29.87 will lead the industry and, currently, throughout the term of our agreement, our wage rates will remain at the top of the industry.

**Q:** Did we receive increases to the IAMNPP and CARP?

**A:** Yes. Both the IAMNPP and CARP were increased significantly. Because our wage rates were increased approximately 30 percent over the term of the contract, the future benefits of both the IAMNPP and CARP were also increased significantly. See the economics section for further details.

# Q&A

**Q:** Why didn't we open up the entire contract and negotiate changes to all articles?

**A:** The current IAM-United contract does not become amendable until December 31, 2016. Last November, the IAM and United agreed to engage in "limited issue, expedited negotiations" to take advantage of favorable industry conditions and make significant gains in limited areas that IAM members prioritized. Part of the process in these limited issue negotiations was to initially bargain over which issues would be discussed. Not all areas of our contract were open for bargaining as in traditional Railway Labor Act (RLA) negotiations.

**Q:** If the tentative agreement is rejected, couldn't we just wait and enter traditional RLA negotiations, pick-up where we left off in limited issue negotiations and then have the right to open up all articles of our contract to bargaining?

**A:** The earliest we could enter traditional RLA bargaining—if both sides agree—would be in June. The gains made in the limited issue negotiations would disappear and we would begin traditional RLA negotiations from the beginning with member surveys and the solicitation of new contract proposals.

**Q:** How long does traditional RLA negotiations take?

**A:** There are no time limits required under Section 6 of the RLA. Negotiations under the RLA, on average, last about 15 months. However, it is not uncommon for negotiations to last for several years. The most recent IAM-United negotiations lasted over four years and other negotiations in the industry, and at United, have taken multiple years.

**Q:** Is "non-core" work protected from outsourcing?

**A:** Under the current contract, "non-core" work can be outsourced presently. The tentative agreement prohibits the Company from outsourcing "non-core" work until July 1, 2024. This is a major improvement and provides additional work protection for the next eight-plus years.

**Q:** Why wasn't medical discussed?

**A:** As stated previously, part of the process in these limited issue negotiations was for the IAM and United to agree on which issues would be bargained. Health insurance was on the Union's list of items, as members indicated it was an important issue. Ultimately, however, United did not agree to bargain medical in this round of negotiations. The Union demanded that scope/job security, industry-leading wages and retirement security and other issues of member concern needed to be subjects of bargaining, and were. It is important to note, that every issue discussed were issues identified by IAM members as needing improvement. We defined the arena of discussion and achieved what IAM members directed us to achieve.

**Q:** What is the duration of this contract and when can we start negotiations again?

**A:** The contract becomes amendable on 12/31/2021. However, the contract provides that negotiations can begin as early as 7/1/2020.

**Q:** Were we able to achieve the work at any other locations?

**A:** As stated above, the UAX ATW and BTW in LAX and BTW UAX in SFO was negotiated into our agreement, with insourcing dates to be determined. We also negotiated language to bring work in-house at locations with a 35 departures a day (mainline and UAX) for a sustained period of time (see Job Security language for details). This will create new IAM jobs at United and will ensure that if the airline grows in any location, we will grow with it.

Letter of Agreement # \_\_\_\_\_

<date>

P. Douglas McKeen  
Senior Vice President, Labor Relations  
United Airlines  
233 S. Wacker Drive, 25<sup>th</sup> Floor  
Chicago, IL 60606

**\*\*\*This LOA protects ALL work currently performed by IAM-represented Fleet Service Employees at ALL locations and is in addition to the protections outlined in Article 2, A, 1.**

**Core work at the locations specified in Article 2, A, 1 IS NOT subject to contracting out.\*\*\***

Dear Mr. McKeen:

This confirms our understanding and agreement with respect to job protections and the contracting out of work. United hereby commits that, through July 1, 2024, the Company will not contract out any work currently performed by those IAM-represented United employees covered under the Passenger Service Employees and Fleet Service Employees collective bargaining agreements at all hub and station airport locations, including but not limited to:

- Work at stations as set forth under Article 2.A.1;
- Work in support of United Express operations at CLE, EWR, IAH, LAX, ORD and SFO;
- Work insourced in support of the United Express operation at IAD;
- Work insourced in DEN in support of the United Express operations and TOB;

- Work retained through agreement between United and IAM (pursuant to Article 2.A.4.b) at ATL, BIL, IND, KOA, LIH, LVN, MCI, NYC, OGG, OPC, RDU, RNO, RSW, SAT, SJC, SJU, SLC, SMF, STL, TUL, WHQ.
- Work performed by IAM-represented employees covered under the Central Load Planners, Storekeeper Employees, Maintenance Instructors, Fleet Technical Instructors & Related and Security Officers collective bargaining agreements.
- Work performed by IAM-represented reservations agents covered under the Passenger Service Employees collective bargaining agreement.

After July 1, 2024, the provisions of Article 2 in the collective bargaining agreements for IAM-represented employees will remain in full force and effect, except to the extent modified by subsequent agreement.

Sincerely,

Sito Pantoja  
IAM General Vice President

Agreed this \_\_\_\_ day of \_\_\_\_\_:

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P. Douglas McKeen  
Senior Vice President, Labor Relations