



## **UNITED MANAGEMENT IS VIOLATING THE CARES ACT AND THE RLA AND PURPOSELY VIOLATING OUR CONTRACTS DURING THIS ILLEGAL FURLOUGH FROM FULL-TIME TO PART-TIME**

May 5, 2020

I've been with United Airlines for nearly 30 years. I've unfortunately been involved with numerous furloughs, all of which were painful. However, this furlough is the most illegal, confusing and maddening.

My hope is this communication will help you understand, exactly, what your contractual rights are and how this furlough should be handled.

First, as we previously advised you, we are in the process of filing a lawsuit against United in Federal Court to enjoin their illegal action in violation of the CARES Act and the Railway Labor Act by converting all IAM represented full time employees to part time. However, we do not know when or how the Court will rule. Accordingly, we must advise you to fill out the company's form to protect yourself.

However, in addition to our position that the company's conduct violates Federal law, it also is in clear violation of various provisions of our collective bargaining agreements. For instance, under Article 7 paragraph H of the Passenger Service Employee and the Fleet Service Agreements it outlines the furlough process. EVP of Human Resources Kate Gebo and the rest of United management is lying to you and attempting to frame this furlough from full-time to part-time as just a reduction in hours that you are accepting voluntarily. THAT IS BLATANTLY UNTRUE. THIS IS A FURLOUGH. If it wasn't involuntary they wouldn't have offered a voluntary COLA first, which forces people to perpetuate United's fiction on their unemployment application. In every state that we are aware of, this question is asked in some form: "Is your furlough voluntary or involuntary?" If you don't say involuntary you run the risk of being denied unemployment. This is the jam United wants to put you in.

However, this will be less of a problem for many of us being forced to take an involuntary furlough later this month. Our contracts outline the process by which an involuntary furlough is conducted. When it becomes necessary to reduce the number of employees in any position and work status, the Company is required to give us 20 calendar days written notice. That sounds simple enough doesn't it? Clearly, it's not because United has not provided written notice to every employee affected by this furlough. This is a violation of our contracts.

The next step is all affected employees will receive an option form that they will have five days to complete. Employees requesting system options will receive an additional three days to complete the system option form and be placed on furlough status with applicable recall rights and furlough pay if they don't return the form. Since United management has involuntarily furloughed every full-time fleet service and passenger service employee, there exists no system options to retain our full-time jobs. This is also a violation of our contracts.

This leads us to our next step, which is filling out the form.

**Option A states:** Affected employees may fill a vacancy, or if no vacancy is available, may displace the most junior employee in your current classification in the alternate work status. So, if you're full-time that allows you to fill a part time vacancy.

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**Option B states:** Affected employees, who did not choose Option (A) above or chose Option (A) above but were not awarded a position, may choose to elect layoff with any applicable recall rights and furlough pay.

**Option C states:** Affected employees who are unable to maintain a position and were not laid off after exercising the above options may elect within the basic position within their classification to displace and/or fill, in order, up to the equivalent number of: (1) full-time vacancies; (2) probationary full-time employees; and (3) the most junior full-time employees on the system.

United Airlines in addition to violating the CARES Act and the “status quo” provisions of the Railway Labor Act has also flagrantly violated multiple facets of your collective bargaining agreements. If you fail to select any of these options, contractually, you are supposed to be placed on involuntary furlough. However, United management is purposely violating our contracts in a cynical attempt to scare, confuse and intimidate all of us. They have told you falsely that if you don’t select anything you will be placed in part-time status. This is also a violation of our contracts.

Brothers and Sisters I’m truly sorry for the inexcusable, illegal and premature actions United Airlines has taken. There’s NOTHING voluntary about what United is forcing us to do. Please demand a correct option form, as is required by your contract, and fill it out in the way that best serves you and your family.

Without prejudice to our lawsuit or our motion for immediate injunctive relief, I’ve directed all of my Assistant General Chairpersons, assigned to the United Airlines properties to work with your local committees to file grievances to protect your contractual rights of these blatant violations of your collective bargaining agreement.

Fraternally and in Solidarity,



Michael G. Klemm  
President and Directing General Chairman  
IAMAW, District Lodge 141