# **Tentative Agreement**

Between
The International Association of Machinists and Aerospace Workers, District 141
and
United Airlines Holdings, Inc.





# **How to read this book**

Thank you for reviewing the new agreements reached between United and front line members of the Machinists Union.

Key changes are logged in this document. It is important to note that this document attempts to capture changes only – the full text of the existing language can be found at <a href="https://iam141.org/iam141-contracts/">https://iam141.org/iam141-contracts/</a>

The information is presented as a printable PDF to make it easier to share the information both online and offline.

Red text reflects something that has been changed in any way.

Red underlined text reflects new language that, if ratified, will be added to the agreement.

Red strikethrough text reflects language that has been removed from the 2016 agreement.

# Message from PDGC Mike Klemm

On March 29, we informed you that we reached an Agreement in Principle (AIP) with United Airlines on seven contracts covering over 29,000 IAM members at United Airlines. We're happy to inform you that we have transitioned the AIP into a Tentative Agreement (TA) for you to review and vote on.

All changes to the current agreements can be viewed on our website, iam141.org. It is important to note that only changes will appear on the website. If it is not on the website, then the contractual language remains the same as it does today.

All IAM-United grievance committees attended an informational session yesterday, followed by questions and answers in ORD. IAM District Lodge 141 Officers will also visit each location to explain the tentative agreements and answer questions. Please check the website for what day they will be in your station.

Voting will be conducted electronically by BallotPoint Election Services. You will be sent voting instructions with a Personal Identification Number to the address you have on file with the company.

The voting period will commence at 00:01 EDT on April 24, 2023, and last through 18:00 EDT on May 1, 2023.

Please call (888) 608-1411 with questions about voting instructions and electronic voting. Feel free to get in touch with your respective Assistant General Chairperson with questions about specific contract language.

In Solidarity,

Michael G Klemp

President and Directing General Chair, District 141, International Association of Machinists and Aerospace Workers

#### **Your Negotiating Committee**

Olu Ajetomobi

Joe Bartz

Victor Hernandez

**Barb Martin** 

Andrea' Myers

**Terry Stansbury** 

Faysal Silwany

Erik Stenberg

Sue Weisner

# **Central Load Planners Pay Scale**

Years of Pay Seniority	Current	Date of Ratification	+1 Year	+ 2 years
Less than 1 year	\$18.65	\$19.77	\$20.36	\$20.97
1- 2 years	\$19.56	\$20.73	\$21.36	\$22.00
2 - 3 years	\$21.39	\$22.67	\$23.35	\$24.05
3 -4 years	\$22.64	\$24.00	\$24.72	\$25.46
4 - 5 years	\$23.95	\$25.39	\$26.15	\$26.93
5 - 6 years	\$25.37	\$26.89	\$27.70	\$28.53
6 - 7 years	\$27.04	\$28.66	\$29.52	\$30.41
7 - 8 years	\$28.69	\$30.41	\$31.32	\$32.26
8 - 9 years	\$30.78	\$32.63	\$33.61	\$34.61
9 - 10 years	\$32.87	\$34.84	\$35.89	\$36.96
10 + years	\$40.95	\$43.84	\$45.15	\$46.51

**LEAD PREMIUM INCREASES TO \$3 PER HOUR** 

#### Current

#### A. Payroll

5. Wage progression and longevity increases are effective starting with the pay period which begins nearest the employee's anniversary date.

#### **B. Basic Hourly Wages**

1. An employee whose rate of pay upon the Effective Date of this Agreement would be less than the rate he or she received on the day prior to the Effe18ctive Date will be protected at the higher rate until the date on which his rate of pay under this Agreement equals or exceeds the rate of pay he received prior to the Effective Date. Nothing in this Agreement will be construed to prevent increases in individual rates or classifications over and above the minimum specified. The following hourly rates will prevail on the beginning of the pay period closest to the effective date.

**C. Premiums** Effective January 1, 2015 employees may also be eligible for the following premiums in addition to their basic hourly pay rate for all hours compensated under this Agreement: 1. Lead Premium: \$2.25 per hour.

#### **Proposed Changes**

#### **Payroll**

5. Wage progression and longevity increases are effective starting with the pay period which begins nearest the employee's anniversary date.

#### **Basic Hourly Wages**

1. An employee whose rate of pay upon the Effective Date of this Agreement would be less than the rate he or she received on the day prior to the Effective Date will be protected at the higher rate until the date on which his rate of pay under this Agreement equals or exceeds the rate of pay he received prior to the Effective Date. Nothing in this Agreement will be construed to prevent increases in individual rates or classifications over and above the minimum specified. The Company may at its discretion hire employees within a classification(s) at any location at higher than the starting pay rate. Existing employees within such classification(s) at the location receiving less than the new starting pay rate will be brought up to the new starting pay rate. Employees transferring to other locations will be paid in accordance with the pay rates for that location. The following hourly rates will prevail on the beginning of the pay period closest to the effective date.

**C. Premiums** Effective January 1, 2015 May 1, 2023 employees may also be eligible for the following premiums in addition to their basic hourly pay rate for all hours compensated under this Agreement:

1. Lead Premium: \$2.25 <u>\$3.00</u> per hour.

# **Guaranteed Employment Date moved to 2019/CLP**

### Article 2.A. Contracting Out of Core Work / Applies to: Central Load Planners

## **Current Language**

- a. Except as provided in Letter of Agreement #9, non-core work currently performed by CLP employees at the Network Operations Center may be contracted out, provided it does not directly cause a reduction-in-force for employees employed as of January 1, 2015 at the Network Operations Center.
- 2. In addition to the foregoing protections, no employee in active service or on leave of absence on the date of signing of this Agreement who has a Company seniority date of June 3, 1999 or earlier will be furloughed from employment with the Company, except under the following circumstances:

# **Proposed Changes**

a. Except as provided in Letter of Agreement #9, non-core work currently performed by CLP employees at the Network Operations Center may be contracted out, provided it does not directly cause a reduction in force for employees employeed as of January 1, 2015 at the Network Operations Center.

2. In addition to the foregoing protections, n\_No employee in active service or on leave of absence on the date of signing of this Agreement who has a Company seniority date of June 3, 2019 1999 or earlier will be furloughed from employment with the Company, except under the following circumstances:

# **Unused Floating Holidays**

## **Article 5.B.2 Unused Floating Holidays**

### **Current Language**

#### **Vacation Carry-over**

2. Floating Holidays In addition, employees (excluding new hire probationary employees) are eligible for 2 Floating Holidays each calendar year, one of which will be on the employee's birthdate (Birthday Floater). Unused Floating Holidays will year.be counted as unused vacation and will be eligible for carry-over to the following calendar year subject to the vacation carryover provisions, including the 3 day carry over limit.

## **Proposed Changes**

#### **Vacation Carry-over**

- 2. Floating Holidays In addition, employees (excluding new hire probationary employees) are eligible for
- 2 Floating Holidays each calendar year, one of which will be on the employee's birthdate (Birthday

Floater). Unused Floating Holidays will be paid out as a separate payroll advice no later than the first regular payroll advice date in February of the following year. counted as unused vacation and will be eligible for carry over to the following calendar year subject to the vacation carryover provisions, including the 3 day carry over limit.

# **Vacation Carry-Over**

# Article 5.A.5.a.(i) and (ii) Vacation Carry-over / Applies to ALL

### **Current Language**

#### **Vacation Carry-over**

- 5. Use of Vacation, and Status of Vacation at Separation
- 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).
- (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.
- (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 no later than February 28 of the following year.

## **Proposed Changes**

#### **Vacation Carry-over**

- 5. Use of Vacation, and Status of Vacation at Separation
- 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). If an employee is unable to use all of their vacation in the vacation usage year, any unused vacation will be paid out as a separate payroll advice no later than the first regular payroll advice date in February of the following year.
- (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.
- (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 no later than February 28 of the following year.

## **Article 6.C.3 Occupational Injury Leave Applies to: ALL**

## **Current Language**

3. Full-time employees (excluding new hire probationary employees) will accrue paid Occupational Injury Leave of 8 hours per month of paid status, up to a maximum bank of 1200 hours. Part-time employees (excluding new hire probationary employees) will accrue paid Occupational Injury Leave monthly based on the ratio of their monthly straight-time paid hours to a full-time 40 hour work week, up to a maximum bank of 1200 hours. As soon as reasonably practicable after the Effective Date of the Agreement, each subsidiary-United employee employed as of the Effective Date of this Agreement will receive a credit of 100 hours for every 66 hours in his or her Occupational Injury Leave bank, up to a maximum of 1200 hours.

## **Proposed Change**

3. Full-time employees (excluding new hire probationary employees) will accrue paid Occupational Injury Leave of 8 hours per month of paid status, up to a maximum bank of 1200 hours. Part-time employees (excluding new hire probationary employees) will accrue paid Occupational Injury Leave monthly based on the ratio of their monthly straight-time paid hours to a full-time 40 hour work week, up to a maximum bank of 1200 hours. As soon as reasonably practicable after the Effective Date of the Agreement, each subsidiary United employee employed as of the Effective Date of this Agreement will receive a credit of 100 hours for every 66 hours in his or her Occupational Injury Leave bank, up to a maximum of 1200 hours.

# Article 3.K.3.a and 3.K.3.b Retiree Bridge Medical Transition Rules Applicable to Fleet Service, Stores, Passenger Service and 3.J.3 CLP

### **Current Language**

#### 3. Transition Rules

a. Notwithstanding Sections K.1 or K.2, any employee who is employed by subsidiary-United immediately prior to the Effective Date of this Agreement who retires prior to January 1, 2014 may elect to retire under the retiree medical provisions (Pre-Medicare and Post-Medicare coverage) of the collective bargaining agreement in effect between the Company and the Union for subsidiary-United employees immediately prior to the Effective Date of this Agreement in lieu of retiring under Sections K.1 or K.2. If previously furloughed, the employee must have returned from furlough more than twelve calendar months prior to retirement.

b. For any employee who (i) is employed by subsidiary-United immediately prior to the Effective Date of this Agreement, (ii) is at least age 55 on the Effective Date of this Agreement, and (iii) retires under Section K.1 above, on the date such employee retires the Company will credit the employee's sick bank with 528 hours (inclusive of any existing sick hours in the employee's sick bank on the date such employee retires), reduced by the number of sick bank hours the employee uses between the Effective Date of this Agreement and the date the employee would turn age 61.

# Article 3.J.3 Applicable to Central Load Planners

1. Transition Rule For any employee who (i) is employed by subsidiary-United immediately prior to the Effective Date of this Agreement, (ii) is at least age 55 on the Effective Date of this Agreement, and (iii) retires under Section K.1 above, on the date such employee retires the Company will credit the employee's sick bank with 528 hours (inclusive of any existing sick hours in the employee's sick bank on the date such employee retires), reduced by the number of sick bank hours the employee uses between the Effective Date of this Agreement and the date the employee would turn age 61.

### **Proposed Changes**

b. For any employee who (i) is employed by subsidiary-United immediately prior to the, Effective Date of this Agreement November 1, 2013. (ii) is at least age 55 on the Effective Date of this Agreement November 1, 2013. and (iii) retires under Section K.1 above, on the date such employee retires the Company will credit the employee's sick bank with 528 hours (inclusive of any existing sick hours in the employee's sick bank on the date such employee retires), reduced by the number of sick bank hours the employee uses between the Effective Date of this Agreement November 1, 2013, and the date the employee would turn age 61.

#### Article 3.J.3 Applicable to Central Load Planners

1. Transition Rule For any employee who (i) is employed by subsidiary-United immediately prior to January 1, 2015 the Effective Date of this Agreement, (ii) is at least age 55 on January 1, 2015 the Effective Date of this Agreement, and (iii) retires under Section K.1 above, on the date such employee retires the Company will credit the employee's sick bank with 528 hours (inclusive of any existing sick hours in the employee's sick bank on the date such employee retires), reduced by the number of sick bank hours the employee uses between the January 1, 2015 Effective Date of this Agreement and the date the employee would turn age 61.

# Article 3 and 7 – Housekeeping Item regarding insurance coverage on furlough status / Applies to ALL

# **Current Language**

#### 3.F. Benefit Plans and Eligibility

- 2. Eligibility for Insurance Benefits Subject to the specific provisions of Sections G through L below, employees and their eligible dependents ("Dependents") are eligible for benefits under this Article 3 in accordance with the following:
- a. Eligibility for Active Benefits All Employees in active service and their Dependents will be eligible for coverage under the medical plans described in Section G, the dental plans described in Section H, the vision plans described in Section I, the flexible spending account plans described in Section J, and the life & accident plans described in Section L. For any employee hired on or after the Effective Date of this Agreement, benefits will commence on the first day of the month following the expiration of 90 days from the employee's date of hire, unless an earlier date is required by law. Medical benefits under Section G and dental benefits under Section H for employees and their Dependents will be continued while the employee is on layoff due to a reduction in force for a period of 90 days from the date of the employee's layoff, provided the employee pays the Required Monthly Contribution

#### Article 7.K

#### K. Furlough Benefits

- 3. An employee on furlough will continue to have employee pass privileges for 6 months beginning with the effective date of the furlough.
- 4. A furloughed employee's medical benefits will continue or until the end of the month in which pay or pay continuation ceases.

# **Proposed Changes**

#### 3.F. Benefit Plans and Eligibility

- 2. Eligibility for Insurance Benefits Subject to the specific provisions of Sections G through L below, employees and their eligible dependents ("Dependents") are eligible for benefits under this Article 3 in accordance with the following:
- a. Eligibility for Active Benefits All Employees in active service and their Dependents will be eligible for coverage under the medical plans described in Section G, the dental plans described in Section H, the vision plans described in Section I, the flexible spending account plans described in Section J, and the life & accident plans described in Section L. For any employee hired on or after the Effective Date of this Agreement, benefits will commence on the first day of the month following the expiration of 60 90 days from the employee's date of hire, unless an earlier date is required by law. Medical benefits under Section G and dental benefits under Section H for employees and their Dependents will be continued while the employee is on layoff due to a reduction in force for a period of 400 days from the date of the employee's layoff, provided the employee pays the Required Monthly Contribution. See Article 7. K for benefits while on layoff status.

#### Article 7.K

#### K. Furlough Benefits

- 3. An employee on furlough will continue to have employee pass privileges for 6 months beginning with the effective date of the furlough.
- 4. A furloughed employee's medical and dental benefits will continue for the employee and their dependents for a minimum of 90 days or until the end of the month in which pay or pay continuation ceases, whichever is greater, provided the employee pays the Required Monthly Contribution.

## **Article 5.B.8 Calling in sick on a deferred holiday**

# **Current Language**

8. If an employee calls in sick on a holiday that he or she is scheduled to work will receive holiday pay, but will not receive any sick pay nor will any time be deducted from his or her sick bank.

# **Proposed Changes**

8. If an employee calls in sick on a holiday that the employee he or she is scheduled to work, the employee will receive holiday pay, but will not receive any sick pay nor will any time be deducted from his or her the employee's sick bank.

9. If an employee calls in sick on a holiday the employee deferred but is scheduled to work, the employee is eligible to receive sick pay.

# 401 (k) Match for CLP, MI, and SEC

# Article 3 - 401 (k) Match / Applies to Load Planners, MI, & Security Officers

## **Current Language**

No Current Language for 401(k) match

#### **Proposed Changes**

401(k) Benefits Without regard to the pension plan in which an employee participates under subsection (1) above, each employee will be eligible to participate in a Company-sponsored 401(k) retirement savings plan pursuant to the terms of such plan, provided that each such employee will be eligible for matching contributions as described below and any such plan will be amended accordingly. Any such plan will not be otherwise altered or diminished for such employees unless done so on a company-wide basis for all employees participating in such plan. Before any changes are made, the Company will notify the Union in writing in advance of the effective date of such change(s). Upon request by the Union, the Company will meet to explain the change(s). Notwithstanding the foregoing, the Company will have the sole discretion to determine the specific Company-sponsored 401(k) retirement savings plan to which the matching contributions described below will be made. Matching contributions for any employee covered under this Agreement will be equal to the greater of:

a) 100% of the employee's before-tax contributions to the plan up to a maximum of \$300 for the plan year; or

b) If the employee has at least 5 years of adjusted Company service, the amount determined under the following chart based on the employee's years of adjusted Company service (determined as of the last day of the applicable calendar quarter): The Company may transition all other employees under this Agreement from the United Airlines Ground Employee 401(k) Plan to the Continental Airlines, Inc. 401(k) Savings Plan, or vice versa, by plan merger or otherwise:

Years of Service	Company Match
At least 5 but less than 10	25% of the employee's before-tax contributions for the plan year up to 4% (i.e., maximum match of 1%)
At least 10 but less than 15	50% of the employee's before-tax contributions for the plan year up to 4% (i.e., maximum match of 2%)
At least 15	50% of the employee's before-tax contributions for the plan year up to 6% (i.e., maximum match of 3%)

For each employee who was covered by the collective bargaining agreement between United Air Lines, Inc. and the Union immediately prior to the Effective Date of this Agreement, the effective date for the matching contributions is June 1, 2023; with the understanding that, if administratively necessary, the Company may make the initial contributions later in 2023.

# **Voting Period**

April 24, beginning at 00:01 EDT May 1, at 18:00 EDT

Voting to be conducted electronically by Ballotpoint

Call (888) 608-1411 with questions about ballots.

Call your respective AGC with questions about specific contract language.