# **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

# **Maintenance Instructors Pay Scale**

### Article 3.B – Wages

# Current

#### **B.** Wages

1. An employee whose rate of pay upon the Effective Date of this Agreement would be less than the rate the employee 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.

# **Proposed Changes**

#### **B. Wages**

- 1. An employee whose rate of pay upon the Effective Date of this Agreement would be less than the rate the employee 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.
- 2. Wage Schedule:

a. Maintenance Instructor hired in the classification prior to DOS.

Seniority	Current	Date of Ratification	+ 1 Year	+2 Years
Hourly Rate	\$54.80	\$63.50	\$65.41	\$67.37
Monthly Rate	\$9,498.67	\$11,006.67	\$11,336.87	\$11,676.97

# Article 2.C.1. Guaranteed Employment / Applies to: Maintenance Instructors

# **Current Language**

No employee in active service or on leave of absence on the date of signing of this Agreement who has a Bid Seniority date of January 1, 2006 or earlier will be furloughed from employment with the Company, except under the following circumstances: failure by the employee to exercise seniority on the system to fill a permanent vacancy or to bump an employee not protected by this paragraph C.1, or failure to fill a permanent vacancy in a higher classification the employee is qualified to fill. An employee who fails to exercise seniority or to fill a vacancy will be eligible for applicable recall rights and normal furlough pay.

# **Proposed Changes**

No employee in active service or on leave of absence on the date of signing of this Agreement who has a Bid Seniority date of January 1, 2006 June 3, 2019 or earlier will not be furloughed from employment with the Company, except under the following circumstances: failure by the employee to exercise seniority on the system to fill a permanent vacancy or to bump an employee not protected by this paragraph C.1, or failure to fill a permanent vacancy in a higher classification the employee is qualified to fill. An employee who fails to exercise seniority or to fill a vacancy will be eligible for applicable recall rights and normal furlough pay.

# System Vacancies- 2 x Per Calendar Year Six-Month Penalty Elimination

# Article 1.C.2.a – d System Vacancies: Applies to Fleet Service, Stores, Passenger Service, Maintenance Instructors and Security Officers

# **Current Language**

#### C. Vacancies

d. An employee bidding a vacancy in a different Location, (i) must have at least 1 year of service with the Company; and (ii) if on a leave of absence or EIS, must be able to return to work at the vacancy's Location by the reporting date, unless the Company waives these requirements.

# **Proposed Changes**

#### **C.** Vacancies

d. An employee bidding a vacancy in a different Location, (i) must have at least 1 year of service in their classification with the Company; and (ii) if on a leave of absence or EIS, must be able to return to work at the vacancy's Location by the reporting date, unless the Company waives these requirements.

<u>e. An employee will have the opportunity under this</u> agreement to accept two system bids per calendar year. Exclusive of the two system bids per calendar year, an employee will also have the right to bid back to their original location from which the employee bid from one time during the same calendar year. f. In addition to the rights contained in paragraph e above, an employee will also have the right to bid to any newly opened location, or any existing location that is insourced and staffed with employees covered under this agreement.

# Insourcing of Work- M.I.

# Article 1.B. Insourcing of Work / Applies to: Maintenance Instructors

# **Current Language**

Locations and Points As used in this Agreement, a Location is defined as a Company facility with the same station or building designator codes, and a Point is defined as combined Locations within a geographical area as follows:

- Chicago Point: Includes CHI, MDW, ORD, and WHQ.
- New York Point: Includes EWR, JFK and LGA.
- Houston Point: Includes IAH, HOU and NHC.
- Denver point: Includes DIA and the Denver Training Facility
- San Francisco Point: Includes SFO and OAK

**Proposed Changes** 

Locations and Points As used in this Agreement, a Location is defined as a Company facility with the same station or building designator codes, and a Point is defined as combined Locations within a geographical area as follows:

- Chicago Point: Includes CHI, MDW, ORD, and WHQ.
- New York Point: Includes EWR, JFK and LGA.
- Houston Point: Includes IAH, HOU and NHC.
- Denver point: Includes DIA and the Denver Training Facility
- San Francisco Point: Includes SFO and OAK
- Orlando Point: Includes MCO and TPA

# Insourcing of Work- M.I.

Article 2.A.1. Insourcing of Work / Applies to: Maintenance Instructors

# **Current Language**

The Company will not contract out to outside vendor(s) the "core" work currently performed by Maintenance Instructors at the following locations: Denver (DEN), Newark (EWR), Houston (IAH), Chicago (ORD), and San Francisco (SFO).

# **Proposed Changes**

The Company will not contract out to outside vendor(s) the "core" work currently performed by Maintenance Instructors at the following locations: Denver (DEN), Newark (EWR), Houston (IAH), Chicago (ORD), and San Francisco (SFO), Orlando (MCO) and Tampa (TPA).

# **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.

# **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). <u>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</u>. 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.

# 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 <u>60 90</u> 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 <u>90 days from the date of the employee's layoff, provided the employee pays the</u> 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 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 - 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%)
<u>At least 15</u>	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.