# **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

# **Security Officers Pay Scale**

#### **Article 3.B – Wages**

		D (		
Years of Pay Seniority	Current	Date of Ratification	+ 1 Year	+2 Years
1st 18 months	\$13.37	\$18.51	\$19.07	\$19.64
2nd 18 months	\$14.53	\$20.12	\$20.72	\$21.34
3rd 18 months	\$17.12	\$23.00	\$23.69	\$24.40
Next 6 months	\$21.35	\$26.40	\$27.19	\$28.01
Thereafter	\$27.22	\$29.14	\$30.01	\$30.91

Lead Pay will increase 72% to \$3.00

#### **Current**

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

- 1. 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 November 21, 2014, employees may also be eligible for the following premiums in addition to their basic hourly pay rate for all hours compensated under this Agreement:
  - 2. Lead Premium \$1.75 per hour.

### **Proposed Changes**

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

- 1. 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. 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.
- **C. Premiums** Effective November 21, 2014 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 \$1.75 \$3.00 per hour.

# **Guaranteed Employment Date Moved to 2019 Security Officers**

### Article 2.A.4.a & 2.A.1. Guaranteed Employment / Applies to: Security Officers

# **Current Language**

#### 4. Seniority Protection Dates

- a. In addition to the forgoing 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 January 26, 1994 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
- 2. A. 1. Except as provided in Letter of Agreement #---, work currently performed by Security Officer employees may be contracted out.

# **Proposed Changes**

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 or earlier will be furloughed from employment with the Company or furloughed from full time status to part time status unless: 1. The Company provides the employee the opportunity to exercise seniority on the system to fill a permanent full-time vacancy somewhere on the system or to displace an employee not protected by this paragraph 5. a from a permanent full-time position; and 2. an employee fails to exercise seniority on the system to fill a permanent full-time vacancy, displace a junior employee in either full-time or part-time status not protected by this paragraph 5. a, or 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 and is furloughed from employment with the Company will be eligible for applicable recall rights and normal furlough pay.

2.A.1. The Company will not contract out to outside vendor(s) the "core" work currently performed by Security Officers at the San Francisco (SFO) Maintenance Base. The core work of Security Officer employees includes work performed at the San Francisco (SFO) Maintenance Base by IAM represented Security Officers as of the effective date of this Agreement. As provided in Letter of Agreement #9, work currently performed by IAM represented Security Officer Employees may not be contracted out prior to July 1, 2024.

# **Security Officer Uniforms**

#### Article 10 G. Uniforms

### **Current Language**

#### G. Uniforms

- 2. Where the Company requires employees to wear uniforms, each employee will be given an initial set of four uniforms at no cost to the employee.
- 4. The Company will reimburse each Security Officer up to \$52 annually for steel toed shoes used for work, providing the employee provides appropriate receipts to the Company.

### **Proposed Change**

#### **G.** Uniforms

- 2. Where the Company requires employees to wear uniforms, each employee will be given an initial set of four uniforms at no cost to the employee and will be able to order uniform pieces regardless of the employee's gender.
- 4. The Company will reimburse each Security Officer up to \$52 annually for steel toed shoes used for work, providing the employee provides appropriate receipts to the Company. The Company will provide one pair annually of safety toe, non-skid soled shoes for IAM represented employees required to wear such shoes for work. Employees will be required to utilize the supplier(s) and ordering processes established by the Company. Employees who elect to purchase required safety shoes from another source will not receive reimbursement. In cases in which the employee cannot utilize the Company;s provider, the employee will be reimbursed for the purchase of safety shoes approved by the Company in advance.

# 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.

e. An employee will have the opportunity under this 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.

# **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.

# **Bid / Lead Seniority Date**

#### **Applies to: Fleet, Storekeepers, Security**

# **Current Language**

Fleet Service, Stores, Security Officers Article 7.A.4

1. <u>Bid Seniority Date</u> An employee's Bid Seniority begins on the date the employee is placed on the Company's payroll for newly hired regular employees. For Company employees transferring into this Agreement, Bid Seniority is the date an employee is notified that he or she is awarded an open vacancy. A common seniority date will be assigned when multiple positions are filled at the same time for the same vacancy. For Lead positions an employee will both: (a) retain and continue to accrue bid seniority in his or her basic classification and (b) accrue Bid Seniority in the work status of the lead position of the location /point beginning the day after the lead vacancy closes. Employees will stop accruing seniority and their date will be adjusted for periods of promoted status that exceed 183 days and for periods of educational and personal leaves of absence that exceed 90 days. Bid seniority is used for all types of bidding contained in this agreement except vacation.

# **Proposed Changes**

Fleet Service, Stores, Security Officers Article 7.A.4

1. Bid Seniority Date An employee's Bid Seniority begins on the date the employee is placed on the Company's payroll for newly hired regular employees. For Company employees transferring into this Agreement, Bid Seniority is the date an employee is notified that he or she is awarded an open vacancy. A common seniority date will be assigned when multiple positions are filled at the same time for the same vacancy. For employees in Lead positions prior to May 1, 2023, an employee will both: (a) retain and continue to accrue Bid Seniority in his or her basic classification; and (b) accrue Bid Seniority in the work status of the Lead position at the Location/Point beginning the day after the Lead vacancy posting closes. **Employees awarded Lead** positions effective on or after May 1, 2023 will use their basic bid seniority for placement on the Lead seniority list but will remain junior to Leads awarded prior to May 1, 2023. Employees will stop accruing Bid Seniority and their date will be adjusted for periods of promoted status that exceed 183 days, and for periods on educational and personal leaves of absence

that exceed 90 days. Bid Seniority is used for all types of bidding

contained in this Agreement except for vacations.

# **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). 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.

# **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.

# 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 90 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.

# 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.

# **Profit Sharing for Security Officers**

# **Article 3.0 Profit Sharing / Security Officers**

### **Current Language**

O. Profit Sharing Plan IAM represented employees covered under this agreement will cease any future participation in the Company's Profit Sharing Plan effective January 1, 2014.

### **Proposed Changes**

For profit-sharing for covered employees effective for 2023 profit sharing paid in 2024 and subsequent years of this agreement, the profit sharing plan for IAM represented employees shall be funded with five percent (5%) of pre-tax profit up to a pre-tax margin of six and nine-tenths percent (6.9%) plus ten percent (10%) of pre-tax profit in excess of a pre-tax margin of six and nine-tenths percent (6.9%). Special and unusual items shall be excluded from pre-tax profit when making these calculations.

IAM represented employees covered under this agreement will cease any future participation in the Company's Profit Sharing Plan effective January 1, 2014

# **Lead Testing / Daily Upgrade**

Article 1.C.3. Lead Testing, Lead Pool and Daily Upgrades / Applies to: Storekeepers, Passenger Service and Security Officers

**Current Language** 

**Proposed Changes** 

No Current Language For Lead Testing Exists

#### A. Vacancies

3. Awarding Vacancies

a. Lead positions: Effective May 1, 2023, basic Storekeepers interested in obtaining the Lead Storekeeper position must qualify for the position by passing an assessment with a score of 70%. Once qualified, employees will be placed in a Lead pool. Existing Lead Storekeepers or employees who have previously held a permanent Lead Storekeeper position prior to May 1, 2023, will be considered qualified, in the Lead pool, and will not be required to take the assessment.

b. Daily upgrades and temporary assignments for the Lead position will be offered by Bid Seniority in the Lead Pool and if all decline the upgrade will be assigned to the junior employee in the Lead Pool. If there is no one qualified in the Lead Pool, the assignment will be offered to non-probationary employees using basic bid seniority and if all decline, the Company may assign the junior non-probationary employee.

# **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.