

Letter of Agreement 24-01

**Implementation of Preferential Bidding System (PBS) for
Fleet Technical and Emergency Procedures Instructors**

Between UNITED AIRLINES, INC.

and

The Fleet Technical Instructors and Emergency Procedures Instructors
in the service of UNITED AIRLINES, INC.

as represented by the

International Association of Machinists and Aerospace Workers (IAMAW)

WHEREAS, Fleet Technical Instructors (FTIs) working at the Denver Training Center have not previously had access to a PBS System to preference their schedules;

WHEREAS, the parties now wish to implement such a system;

WHEREAS, the parties wish to outline the supplements and modifications to the Fleet Technical and Related Employees 2023-2025 Agreement herein;

NOW THEREFORE, the parties agree as follows:

1. The parties agree to modify and supplement the provisions of Article 4, Section A with the following changes:

4 (A)(5) Regularly Scheduled Days Off (RDOs)

4 (A)(5)(a) Instructors will not be scheduled for less than 10 days off within a bid month without the concurrence of the employee. Instructors who are given 10 days off per bid month are expected to work recognized holidays except Christmas Day, which will be an additional day off. If a training location operates only 5 days per week, Instructors will be scheduled to have 2 consecutive days off per week.

4 (A)(5)(a)(i) Super Days Off (SDO). During monthly schedule preferencing RDOs can be assigned to any block vacation award (5 consecutive days or more) (Article 5 (A)(3)). In addition, RDOs may be requested prior to and/or following a vacation period up to and including the full allocation of monthly RDOs. SDOs shall be honored, per Article 5(A)(3)(d) and before the RDO requests of FTIs that do not have block vacation.

4 (A)(5)(a)(ii) SDO requests must touch a block vacation (5 consecutive days or more) and can be awarded on either, or both sides of the block vacation. If an FTI has multiple separate vacation awards in one month, the FTI can be awarded

multiple SDOs, up to three blocks, as long as they touch either side of the individual block vacation periods. This includes block vacations in the adjacent month(s).

4 (A)(5)(a)(iii) SDO and RDOs may be requested up to and including the full allocation of monthly FTI RDOs.

4 (A)(5)(a)(iv) SDO requests shall be honored per Article (5)(3)(d), in fleet seniority order and before the FTI RDO requests.

4 (A)(5)(a)(v) During SDO and RDO bidding, an FTI may be awarded up to 2 blocks of RDOs, or up to 3 blocks of SDOs, or if only one block of SDOs is awarded, may also be awarded one block of RDOs in addition to the single SDO block. (e.g.: RDO1 or RDO1,2 or SDO1,2,3 or SDO 1,2 or SDO1 or SDO1, RDO1 are all available options)

2. The parties agree to modify and supplement the provisions of Article 4, Section B with the following changes:

4 (B)(3) Employees will not be scheduled to work more than 6 consecutive days without the concurrence of the employee, unless waived during bidding. An FTI that is not able to participate in PBS that submits a day off request to their fleet planner that subsequently requires more than six consecutive days of work will be considered as a waiver.

4 (B)(6) The Fleet Technical Instructor schedule shall be published electronically no later than 2359 Local Time of the Denver FTC (Flight Training Center) on the 19th of each month.

4(B)(6)(a) The Company shall honor all 10 FTI RDO requests and work assignments in a fair and equitable manner, with due consideration of seniority, and the needs of the service.

4 (B)(6)(a)(i) A qualified FTI shall be included in Monthly Schedule Preferencing in the fleet they will be in, on the first day of the Bid Period being preferred.

4 (B)(6)(a)(ii) If an FTI has availability known by the seventeenth (17th) two Bid Periods prior to the month being bid, they may participate in SDO/RDO bidding. Example: If by January 17th the FTI has known availability for the March Bid Period they may participate in March SDO/RDO bidding.

4 (B)(6)(a)(iii) If an FTI has availability that becomes known after the seventeenth (17th) two Bid Periods prior to the month being bid but before the second data import, the Company will construct days off considering the FTI's requested days off awarding them prior to close of second data import and they may participate in the Bid Group award.

4 (B)(6)(a)(iv) If their availability becomes known after the second feasibility run,

the Company shall manually construct an FTI schedule with consideration to requested days off for the FTI. Any assignment removed from another FTI's award for the purpose of a manual build, shall be replaced by a 'no flex reserve'.

4 (B)(6)(a)(v) SDO/RDO bidding shall open no later than 0001 local time of the Denver FTC (Flight Training Center) on the 22nd and shall close at 1600 local time of the Denver FTC (Flight Training Center) on the 26th of the month two months prior (e.g., 22nd Jan – 26th Jan for March Bid Period).

4 (B)(6)(a)(vi) Bid Groups bidding shall open no later than 0001 local time of the Denver FTC (Flight Training Center) on the 1st and shall close at 1600 local time of the Denver FTC (Flight Training Center) on the 7th of the month prior (e.g., 1st Feb – 7th Feb for March Bid Period). Bid Groups must be open for a minimum 48 hours after completion of the second data import.

4 (B)(6)(a)(vii) A non-qualified FTI must submit a day off request to their fleet planner no later than 2359 local time of the Denver FTC (Flight Training Center) on the seventeenth (17th) two Bid Periods prior to Bid Period (e.g., Jan 17th for March Bid Period). A non-qualified, first time FTI will be scheduled two blocks of requested days off. The remaining requested days shall be accommodated to maximum extent possible. FTI's changing fleets will be allowed all 10 RDOs/SDO's as requested.

4 (B)(6)(a)(viii) An FTI included in Monthly Schedule Preferencing who fails to enter a monthly preference shall be awarded a schedule based on the FTI's standing bid or, if no standing bid is entered, then based on the default bid.

4 (B)(6)(a)(ix) Without JFTISC (Joint FTI Scheduling Committee) concurrence, the Company shall not use the I/E PBS scheduling system (i.e., the "drag and drop" interface) to manually alter the final I/E PBS solution.

and

4(B)(6)(a)(x) Work assignments that are awarded in the training award in IEBID that are no longer scheduled will be assigned pursuant to the provisions set forth below. Notwithstanding anything to the contrary, any correction will be made by publication of the schedules by no later than 23:59 local time of the Denver FTC (Flight Training Center) on the 19th of the month prior.

4(B)(6)(a)(x)-1. When an assignment is cancelled, the Instructor may be given another assignment which occurs during the original assignment window (starting and ending times), required to report to the Training Center without a specific assignment during the original assignment window, or placed on reserve during the original assignment window.

4(B)(6)(a)(x)-2. Notwithstanding Paragraph C.4.b above, up to four (4) times a bid month, the original assignment window may be moved once. The assignment window may be moved no more than plus or minus four hours and fifteen minutes (4:15) from the original start time. Any assignment made outside these windows may be made with Instructor concurrence.

4(B)(6)(a)(x)-3. The Instructor's schedule shall reflect the reserve assignment window.

4(B)(6)(a)(x)-4 Notwithstanding anything herein to the contrary, the FTI's assignment(s) shall not be cancelled for purposes of moving the FTI's assignment window. An FTI's assignment window shall only be adjusted during the day of the cancelled assignment. Prior to publication, the JFTISC shall meet to review any and all changes to the IE Bid award.

4(B)(9)(e) FTC Based Emergency Procedures Instructors may submit requests for days off no later than 2359 local time of the Denver FTC (Flight Training Center) on the 15th of the month two Bid Periods prior to the Bid Period Example: January 15th for the March Bid Period.

4(B)(9)(f) EPI RDO's shall be awarded and published prior to the SDO/RDO 'Request Period' for the FTI's. Training assignments shall be published no later than 2359 local time of the Denver FTC (Flight Training Center) on the 20th two Bid Periods prior the Bid Period. Example: January 20th for the March Bid Period.

4 (B)(10) Monthly Schedule Award Timeline

4 (B)(10)(a) FTI Super Days Off (SDO) (as defined under Article 4(A)(5)(a) (i-v)) and RDO awards shall be published no later than 2359 local time of the Denver FTC (Flight Training Center) on the 30th (in the month of February, shall be published no later than the last day of the month) two Bid Periods prior to the Bid Period. Example: January 30th for the March Bid Period.

4 (B)(10)(b) Bid Group award shall be published no later than 2359 local time of the Denver FTC (Flight Training Center) on the eleventh (11th) of the month prior to the Bid Period. Example: The Bid Group award shall be published no later than February 11th 2359 of the Denver FTC (Flight Training Center) local time for the March Bid Period.

4 (B)(10)(c) In the event of a catastrophic failure, a rerun or restart shall be initiated and the JFTISC shall determine the need for extending the publishing deadlines.

4 (B)(10)(d) Modification to the timeline, including reruns, may be made by agreement of the JFTISC.

4 (B)(11) Errors made in Monthly Schedule Award

4 (B)(11)(a) Errors shall be handled according to the following process all times based on the local time:

4 (B)(11)(a)(i) An FTI must file SDO/RDO dispute between 0001 local time of the Denver FTC (Flight Training Center) the day after publishing of the SDO/RDO awards and 1600 local time of the Denver FTC (Flight Training Center) on the third (3rd) day after SDO/RDO awards.

4 (B)(11)(a)(ii) An FTI must file a Bid Group dispute between 0001 local time of

the Denver FTC (Flight Training Center) the day after the publishing of the Bid Group awards and 1600 local time of the Denver FTC (Flight Training Center) on the fifth (5th) day after Bid Group awards.

4 (B)(11)(b) Filing a dispute does not affect a FTI's ability to grieve.

4 (B)(11)(c) The four (4) members of the JFTISC, or their designees, shall review all filed disputes as the Dispute Resolution Committee (DRC). The JFTISC shall have access to any systems tools that are necessary to validate each dispute. For all valid schedule errors, the DRC shall have full discretion to determine the appropriate remedy to make the FTI whole and shall have access to any systems tools that are necessary to determine the appropriate remedy, if any. Remedies shall relate directly to the error that occurred and only to the directly affected FTI, and shall not include removing SDO, FTI RDO or assignments from the schedules of other FTIs.

4 (B)(11)(c)(i) The remedy for an FTI assignment that is illegal based on the scheduling error shall be that the FTI will be awarded a PW-no work.

4 (B)(11)(c)(ii) The remedy for an FTI assignment that does not result in an illegality shall be that the Company will place the FTI on reserve no flex or a remedy by agreement with the JFTISC.

4 (B)(11)(d) An FTI that files a dispute will receive a response from the DRC no later than:

4 (B)(11)(d)(i) 48 hours after the close of the SDO and RDO dispute window.

4 (B)(11)(d)(ii) Four days after the Bid Group dispute window closes.

4 (B)(12) Scheduling Technology

4 (B)(12)(a) The Company shall continue to use the current product for the PBS application, unless mutually agreed otherwise. If the Company desires a different product or vendor, IAM shall not unreasonably withhold its consent, and shall only withhold its consent for issues directly related to the capabilities or design of the new system under consideration; specifically, IAM shall not withhold its consent for unrelated issues.

4 (B)(12)(b) The Company shall not make any changes to the PBS awarding logic or bidding interface unless mutually agreed upon.

4 (B)(12)(c) Scheduling planners may not delete initiated plans. When necessary, the planner must start a new named plan.

4 (B)(12)(d) Studio optimizer solutions cannot be modified after environment setup without mutual agreement from the JFTISC and Company outside of DRC process.

4 (B)(13) Impact of I/E PBS on Schedule Modifications During Optimizer Run.

4 (B)(13)(a) (Trade embargo) Commencing at 0001 local time of the Denver FTC (Flight Training Center) on the 4th of each Bid Period, any schedule modification request that alters the 23rd through the end of the current Bid Period shall be delayed until the results of Bid Group Award for the next Bid Period are available. For example, commencing at 0001 local time of the Denver FTC (Flight Training Center) on April 5th, processing for any schedule modification requests for training events that occur on or after April 23rd through the end of the April Bid Period will be delayed until the May Bid Period Bid Group Award is completed.

4 (B)(13)(b) Vacation award changes must be completed by 2359 local time of the Denver FTC (Flight Training Center) of the 10th two bid periods before bid period that vacation begins.

4 (B)(14) There will be no implied waiver of Article 4(B)(2) until Bid Group award is completed.

4 (B)(15) Completion Mode

4 (B)(15)(a) The procedures for completing a schedule where all of a FTI's bid groups have failed (also known as Completion mode) will utilize the process outlined in the IEBID User Manual (in effect at the time of such bid group failure) unless otherwise modified by this Agreement.

4 (B)(16) Shell Construction Restrictions

4 (B)(16)(a) Shell construction will be uploaded prior to the Crew Request process.

4 (B)(16)(b) All pre-blocked activity (e.g., 142/PW/OMC) will be uploaded prior to the Crew Request process.

4 (B)(16)(c) Except for JFTISC approved pre-assigned events, all known training events must be eligible to be awarded in the IEBID process.

4 (B)(17) To the extent doing so would not be in conflict with the work rules contained in this Article 4, it is agreed that every effort will be made to schedule an FTI with a class or crew for continuity during each phase of training. Any changes to initial PBS programming regarding continuity shall be established only through mutual agreement between the Company, JFTISC.

4 (B)(18) Any changes to the initial PBS programming shall be established only through mutual agreement between the Company, and the IAM.

3. The parties agree to supplement the provisions of Article 4 Section G with the following changes:

4 (G) Scheduling Committee

4 (G)(1) Joint FTI Schedule Committee (JFTISC)

4 (G)(1)(a) The Joint FTI Schedule Committee (JFTISC) shall be a four (4) member committee to address scheduling of FTIs. The JFTISC shall consist of two Company members and two IAM members.

4 (G)(1)(b) The IAM JFTISC shall consist of 2 FTI's and 2 FTS's as rotating members. The members of the JFTISC shall alternate each month, and there shall be 1 FTI and 1 FTS at all times. Members of the JFTISC shall be responsible for the monthly processes outlined in this contract including but not limited to, validating settings, DRC management, training and education, and communications. The IAM representative(s) shall be responsible for reviewing long-term changes as indicated in Article 4 (B)(12) and Article 4 (B)(18) and shall be the primary point of contact for any issues raised by FTI/FTS members of the JFTISC.

4 (G)(1)(c) IAM and company shall mutually agree on staffing for JFTISC members.

4 (G)(1)(d) Members of the JFTISC, may observe, review, and provide input during schedule SDO/RDO and Bid Group awarding.

4 (G)(1)(e) The Company shall provide the JFTISC with requested information and provide test runs to address issues such as misawards.

4 (G)(1)(f) The Company shall provide PBS Planner Interface Training for members of the JFTISC.

4 (G)(2) A monthly JFTISC meeting will occur on Project Days for IAM members. Additionally, for the first 6 production bid periods of the new bidding system the Company will place 2 PMEs on PW for the Bid Period and may be extended by mutual agreement.

4 (G)(3) Each month, the Company shall schedule the JFTISC meetings to coincide as closely as possible with the anticipated dates of the monthly bidding. Additional meetings if requested by the Company will occur on Project Days, otherwise meetings may be held by mutual agreement and will not be held on Project Days.

4 (G)(4) The Company shall make every effort to provide all information pertinent to the allocation, assignment, and scheduling of training to the JFTISC on a timely basis.

4 (G)(5) The JFTISC selects FTIs for KIOSK staffing. The parties will review the need for KIOSK staff as part of the monthly meeting. For the first 6 production bid periods of

the new bidding system the Company shall fund the KIOSK for every day bidding is open. The staffing of the KIOSK can be extended by mutual agreement.

4(G)(6) The Company shall set the I/E PBS Scheduling System programming/parameters to ensure global feasibility. Each month the JFTISC shall meet to review and make recommendations regarding I/E PBS Scheduling System programming including period 1/5, EDT, SST/VSR, RSV limits, event block length construction, bid run window, greater depth for highest solution, sub-plan validations, dispute resolutions, and I/E Bid Improvements.

4. The parties agree to modify and supplement the provisions of Article 5 Section A with the following changes:

5 (A)(3)(a) Block vacation weeks available for bid for the following year will be scheduled for a minimum of 5 consecutive days. The Company will determine the number of employees who may be on vacation during any given week based upon local operational staffing requirements.

5 (A)(3)(a)(i) An FTI that has accrued less than one week (< 5 days) of vacation will be able to apply SDOs to their vacation days if all days available are consecutive.

5 (A)(3)(a)(ii) An FTI that has a block vacation overlapping a holiday may apply SDO's to either side of that block vacation.

5 (A)(3)(d) Employees shall be permitted to move their regular days off or their block vacation to allow their regular days off and block vacation period to be adjacent.

5 (A)(4)(a)(i) 5 consecutive DATs or more will be considered as a block vacation for bidding purposes. Individual DAT(s), which may be attached to a block vacation, will be considered as part of the vacation block for the purpose of SDO bidding.

5. The parties agree to supplement the provisions of Article 11 Section A with the following changes:

11 (A)(3) FTIs with TDY assignment known in advance of PBS bidding will be able to bid for days off but will not be able to bid for actual TDY training events.

11(A)(4) An FTI who is TDY for a partial month will participate in the I/E PBS Scheduling System for the remainder of their Bid Period.

11(A)(5) TDY scheduling shall be done in consultation with FTC IAM representatives.