

James E Seitz  
33459 Caliban Drive  
Fremont CA 94555

*Pro Se Plaintiff*

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA**

JAMES E SEITZ

Plaintiff,

vs.

INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS,  
TEAMSTERS LOCAL 986,  
CHRIS GRISWOLD IBT LOCAL 986  
PRINCIPAL OFFICER  
UNITED AIRLINES,  
UNITED AIRLINES  
TECHNICAL OPERATIONS SFO

Defendants.

Case No. 3:21-cv-05346-AGT

AMENDED COMPLAINT

DEMAND FOR JURY TRIAL  
YES

DATE: 10/15/2021

TIME: 2:PM

LOCATION: Courtroom A, 15<sup>th</sup> Floor

Phillip Burton Federal Building

450 Golden Gate Avenue

San Francisco, CA 94102

**TABLE OF CONTENTS**

<b>I. PARTIES .....</b>	<b>Page 3</b>
<b>II. JURISDICTION.....</b>	<b>Page 4</b>
<b>III. VENUE.....</b>	<b>Page 4</b>
<b>IV. INTRADISTRICT ASSIGNMENT.....</b>	<b>Page 4</b>
<b>V. STATEMENT OF FACTS.....</b>	<b>Page 5</b>
<b>VI. HYBRID CLAIM.....</b>	<b>Page 15</b>
<b>VII. FUTILITY.....</b>	<b>Page 15</b>
<b>VIII. CAUSES OF ACTION.....</b>	<b>Page 15</b>
<b>i. COUNT I – UNION DFR VIOLATION OF USC 45 RLA.....</b>	<b>Page 15</b>
<b>ii. COUNT II – COMPANY BREACH OF CBA.....</b>	<b>Page 16</b>
<b>iii. COUNT III UNITED VIOLATION OF CA LABOR CODE 226.....</b>	<b>Page 16</b>
<b>iv. COUNT IV – UNITED VIOLATION OF CA LABOR CODE 223.....</b>	<b>Page 18</b>
<b>v. COUNT V – UNITED VIOLATOIN OF CA LABOR CODE 222.....</b>	<b>Page 19</b>
<b>IX. BACKGROUND AND HISTORY OF THE INDUSTRY RESET.....</b>	<b>Page 25</b>
<b>X. DEMAND FOR RELIEF.....</b>	<b>Page 29</b>
<b>XI. DEMAND FOR JURY TRIAL.....</b>	<b>Page 30</b>

**I. PARTIES**

**PLAINTIFF**

James E Seitz  
33459 Caliban Drive Fremont CA 94555  
650-787-1110  
Email - jimseitz8@gmail.com

**DEFENDANTS**

International Brotherhood of Teamsters  
25 Louisiana Avenue NW  
Washington D.C. 20001

Teamsters Local 986  
1430 East Holt Avenue  
Covina CA 91724

Chris Griswold Principal Officer Teamsters Local 986  
1430 East Holt Avenue  
Covina CA 91724

United Airlines  
233 South Wacker Drive  
Chicago IL 60606

United Airlines Technical Operations SFO  
800 South Airport Blvd  
San Francisco CA 94128

1 **II. JURISDICTION**

2  
3 My case belongs in federal court, under federal question jurisdiction because it involves a  
4 federal law or right. The Railway Labor Act and a collective bargaining agreement  
5 negotiated for airline employees under the Railway Labor Act.  
6

7 **III. VENUE**

8  
9 Venue is appropriate in the Court because a substantial part of the events I am suing  
10 about happened in this district. A substantial part of the property I am suing about is  
11 located in this district. At least one defendant is located in this District and any other  
12 defendants are located in California.  
13

14 **IV. INTRADISTRICT ASSIGNMENT**

15  
16 Because this lawsuit arose in San Mateo County, it should be assigned to the San  
17 Francisco or Oakland Division of this court.  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**V. STATEMENT OF FACTS**

1. This complaint is the second federal complaint filed against the Teamsters Union covering the United Technicians Industry Reset Calculation. The previous case 4:20-CV-05442-DMR was filed on August 4, 2020, covering the 2018 Industry Reset calculation and the failure of the Teamsters Union to provide the Industry Reset Calculation as outlined in the CBA Exhibit A of LOA #29 and also process a grievance through the steps outlined in the United Airlines Technicians' Collective Bargaining Agreement.
2. In complaint 4:20-CV-05442-DMR the Teamsters union motioned to dismiss and argued a 6-month statute of limitations of the complaint filed in federal court. I filed the complaint within 6 months of receiving a grievance closeout letter from the Teamsters SFO LAX grievance committee. The Teamsters union attorneys argued that the 6-month statute of limitations began on the day the I was notified in an email that the grievance would be closed and not on the actual date the grievance close out letter was received two weeks later.
3. In the complaint before the court today the Teamsters union closed out my grievance citing no merit on January 13, 2021 and then reopened it nearly a month later with no explanation. There is no process outlined in the CBA to reopen a closed grievance. The union grievance committee then scheduled a 2<sup>nd</sup> step hearing in March of 2021. During the 2<sup>nd</sup> Step hearing the Teamsters union reps made no attempt to question the accuracy of the 2020 Industry Reset that had resulted in the United Technicians Wage Scales moving from \$1.70 an hour below American Airlines technicians in 2016 to a staggering \$4.00 to \$15.00 an hour below American Airlines technicians in 2020. Nearly 3 weeks after the hearing the Teamsters union closed out my grievance again citing no merit without my knowledge or consent.

- 1 4. On December 6, 2016, United Technicians Class and Craft narrowly ratified a new  
 2 collective bargaining agreement, that included a letter of agreement #29 “Industry Reset”.  
 3 This Industry Reset was described to United Technicians as a formula that would ensure  
 4 the sum value of United Technicians contract would remain 2% above the average of the  
 5 Wages and Benefits of American Airlines and Delta Airlines Technicians. This 2%  
 6 calculation as described in the Industry Reset would be the basis for any future raises of  
 7 United Technicians.
- 8 5. The calculation or “Cost Model” is found in LOA #29 Industry Reset and is listed as  
 9 Exhibit A. When this LOA was presented to the United Technicians in the fall of 2016,  
 10 Dan Akins the author of the calculation and economic advisor for the Teamsters stated  
 11 that the United contract was 5.8% above the average of the Delta and American  
 12 Technicians’ contracts. Additionally, Mr. Akins stated that the non-Pay elements of the  
 13 proposed new contract were \$1.02 above the American/Delta Technicians average.
- 14 6. In a video put out by the Teamsters to sell the Tentative Agreement Dan Akins stated at  
 15 the 20:20 minute point in the video that the “contract value” of the United Technicians  
 16 contract would be 2% above the average of American and Delta Airlines technicians, and  
 17 if it not United technicians would get an adjustment to our Base hourly rates. Dan Akins  
 18 also stated in the video that the model was set and would not change, additionally he  
 19 stated that the inputs were clear and publicly available.  
 20 *(Exhibit #1 2016 IBT UAL Industry Reset)*
- 21 7. There were 6 components identified in the 2016 Industry Reset, they are listed below with  
 22 their hourly value in 2016. They can be divided into two groups Pay and Non-Pay  
 23 elements. Pay All in Wages and \$1.20 VEBA are considered pay items. Time off,  
 24 Medical, Retirement Contributions, Profit Sharing and Scope are considered non-Pay  
 25 elements. The Non-Pay element values represent the value in hourly wages above or  
 26 below the American and Delta Technicians average. In 2016 the total value of the non-pay  
 27 values was \$1.02.

1. Pay - All in Wages \$47.31 including \$1.20 VEBA = \$48.51 (\*Weighted avg \$48.43)

Non-pay Elements below totaling the equivalent of \$1.02 per hour.

2. Time off \$1.56 – Annual Vacation, sick time and Holiday hours

3. Medical .11 cents

4. Retirement Contributions .47 cents

5. Profit Sharing – minus \$1.01

6. Scope – minus .12 cents

### *The 2020 United Technicians Industry Reset*

8. November 2020 the Teamsters announced a 7.06% pay increase for United Technician's for the 2020 Industry Reset calculation. This pay increase was due in part to the American Airlines Technicians CBA ratified in March of 2020 and the wage increases and profit sharing gained by Delta Technicians.

9. When the CBA was ratified in December 2016 every United Technician made a \$1.70 or 6% average less on every step of the wage rate scale when compared to their peers at American Airlines. After the 2020 Industry Reset, United Technicians fell further behind their peers at American. The range in pay disparity varied from dramatically from \$4 to \$15 dollars per hour or 10% to 35%. United Technicians were paid up to 35% less than their peers at American Airlines. The Wage gap between United to American Airlines grew from an average of 6% in 2016 to 22% in 2020.

10. In the fifth year of the Technician Wage Scale the disparity between a United Technicians Base Wage to American Airlines was \$14.98 per hour. In 2021 that margin has now grown to a staggering \$15.94 per hour.

- 1 11. United Technicians requested what was described by the Teamsters union as “publicly  
2 available” information outlined in the LOA #29 Reset Model of their contract for the new  
3 pay raise. United Technicians questioned how they could have fallen even further behind?  
4 After a quick review of the Wage Scales at American Airlines, United Technicians noticed  
5 that the even with the Teamsters Industry Reset 7.06% pay increase their pay had gone  
6 from \$1.70 behind American Airlines in 2016 to \$4.00 to \$15.00 dollars an hour behind  
7 American Airlines in 2020.
- 8 12. The Company responded on December 15<sup>th</sup>, 2020, Thomas Reardon the Managing  
9 Director of Labor Relations stated that the information related to the Industry Reset  
10 Calculation is company confidential and proprietary. No information on the 2020 Industry  
11 Reset would be provided to the United employees to determine that their pay was 2%  
12 above the Delta and American Airlines contract average value.
- 13 13. The Union’s response came on December 16<sup>th</sup>, 2020, by Teamsters Airline Division Rep  
14 Vincent Graziano. The information related to the Industry Reset Calculation is company  
15 confidential and proprietary. No one in the Teamsters Union, Officers or Representatives  
16 has seen or reviewed the calculation that resulted in only a 7.06% raise for United  
17 Technicians. The only people who had knowledge of the 2020 Industry Reset calculation  
18 were Cheiron Pension Actuary Peter Hardcastle and Dan Akins, the author of the Industry  
19 Reset. The formula is in the hands of the company and will remain there. Teamsters Rep  
20 Vinnie Graziano stated that the calculation would not be provided to the United union  
21 membership.
- 22 14. These actions by the union were in complete contradiction to the statements made by Dan  
23 Akins on video in 2016 where he described this information as “publicly available  
24 information” and statements made by Vinnie Graziano in 2018, and SFO/LAX Teamsters  
25 Business Agents Javier Lectora and Mark DesAngles who also described the information  
26 in the Cost Model as “publicly available information”.  
27  
28



1 15. United Technicians Industry Reset contract language states that their Base Wage Rate will  
2 be increased to a level where the value of the United Technicians contract would be 2%  
3 above the average of their peers at Delta and American Airlines.

4  
5 16. There is no possible way for United Technicians to determine that their hourly wage rate  
6 is the correct amount to ensure the value of their CBA is 2% above the AA/DL average,  
7 without reviewing the calculation in Exhibit A of LOA #29 Industry Reset

8 17. The Collective Bargaining Agreement is a contract between the Employees and United  
9 Airlines not the Teamsters Union. The Teamsters union is a hired agent paid by the  
10 membership at United Airlines and are a third party to the contract as their representative.  
11 Should the Teamsters union be decertified as the representatives for the United  
12 Technicians and Related, the contract will remain unchanged and will always belong to  
13 the United Technicians and Related. United Technicians and Related should always have  
14 access to LOA #29 Exhibit A. **(Exhibit #2 LOA #29 Industry Reset)**

15 18. The employees at United Airlines paid for the negotiations and are the party covered by  
16 the negotiated agreement. Every technician and member of the United Mechanics Class  
17 and Craft at United is a party to and entitled to the information covered in Exhibit A. No  
18 employee at United Airlines can reasonably determine by looking at their hourly pay rate  
19 after the 2020 Reset, if the value of their contract is 2% above the Delta and American  
20 Airlines average as outlined in the contract and Exhibit A.

21 November 11, 2020, Airline Division Rep Vinnie Graziano stated in the Teamsters  
22 Dispatch *"I can report today that the model worked as designed and each of you will be*  
23 *getting a 7.06% increase above the 1% Basic Hourly Rate in Appendix A of Article 15.*  
24 *The additional increase at the top of the scale Technician Rate is approximately*  
25 *\$2.94/hour. I would like to thank our economists Dan Akins and Peter Hardcastle for*  
26 *their work ensuring that the formula was applied correctly".* However, no numbers were  
27 presented from the Delta and American average hourly wage as done in 2016.  
28

19. The value of Non-Pay Elements was not presented as done in 2016, no publicly available information was presented to validate or establish that 7.06% put United Technicians 2% above the Delta/American Average. On December 14, 2020, I filed my first LOA #29 grievance (2020-986-SFO-UA-142). Based on the only publicly available information available to me Delta Airlines Technicians Pay and Profit Sharing for 2020 was equivalent to \$60.80 cents an hour. American Airlines Technicians Pay and Profit Sharing for 2020 was equivalent to \$56.80.

20. Based on the only publicly available information available to United technicians the pay and profit sharing for Delta and American technicians average plus 2% is over \$59.97. United Technicians Top Scale pay rate was set at \$52.14, which was \$7.83 below the hourly average of the Delta and American Technicians Average plus 2%. United Airlines is in breach of the CBA LOA # 29 Industry Reset by not paying United Technicians the equivalent of 2% above the average of American and Delta Technicians.

21. Many United Technicians requested to see the calculation that resulted in a wage that kept them below the wages at American Airlines. The pay gaps between yearly step pay scales were massive ranging from \$4 dollars to \$15 dollars an hour, based on the relative position of a technician in the 8 year pay progression.

22. When the Industry Reset model was first used in 2016 the pay gap between United and American technicians in all steps in the 8-year wage progression was a uniform \$1.70 per hour and the value of the contract was quoted by the Teamsters Union officers as 5.8% above the average of Delta and American technicians.

***2016 \$1.70 below AMR at 5.8% turns into \$14.98 below AMR at 2% in 2020***

23. In 2020, the Union and the Company came out with a new wage schedule based on a calculation that they claimed was 2% above the Delta and American technicians' average. The disparity between United and American technician pay scales had increased dramatically with a range of \$4 dollars to \$15 dollars an hour with no explanation. It did not make any logical sense to the United Technicians that in 2020 the Industry Reset

1 would result in an even larger wage gap between \$4 and \$15 dollars an hour. Many United  
 2 Technicians questioned the 2020 Industry Reset calculation.

3 December 15, 2020, United management responded to a technician's request for the 2020  
 4 Industry Reset Calculation. Thomas Reardon Managing Director, Labor Relations wrote

5  
 6 24. *Thanks for your inquiry. LOA 29 provides, among other thing, that economic experts from*  
 7 *the Company and the Union must agree on a costing model to calculate the industry reset.*  
 8 *The parties agreed on the model within the parameters set out in the LOA and utilized the*  
 9 *model for the 2018 and the 2020 industry reset calculations. Much of the data that the*  
 10 *model utilizes, like the AA CBA, is publicly available. Some of the information is Company*  
 11 *confidential and proprietary and cannot be shared publicly. Additionally, the model itself*  
 12 *and its operation is kept secure because its disclosure could put UA at a competitive*  
 13 *disadvantage if our competitors were to have access to it. For these reasons, the parties*  
 14 *have agreed to maintain the confidentiality of the model. As a result, unfortunately, I'm*  
 15 *afraid we can't fulfill your request.*

16  
 17 *Thanks Tom*      *Thomas Reardon Managing Director, Labor Relations*  
 18 **(Exhibit #3 Denial from UAL on Reset Calculation)**

19  
 20 25. The Teamsters official Union response came the following day, and it was almost  
 21 identical. December 16<sup>th</sup>, 2020, email from IBT Airline Division Rep Vincent Graziano  
 22 *I forwarded your request for the "actual data used in calculating our final result of our*  
 23 *Industry Reset per LOA 29" to the economist who worked on calculating the reset to*  
 24 *learn what data we could share. He informed me that he is not in possession of the data*  
 25 *you have requested. Although some of the data supporting the reset is publicly available,*  
 26 *like the American Airlines Mechanics' collective bargaining agreement, other*  
 27 *components of the data are proprietary or confidential information that would give a*  
 28 *competitive advantage to United Airlines' competitors if they were to have access to it.*  
*As such, the IBT's economic consultants who worked on the Reset calculations had to*  
*agree not to disclose that data, even to Teamsters officers and employees, and also had to*  
*agree to leave all of the data in United Airlines' exclusive possession.*

*None of it was shared directly with the International Brotherhood of Teamsters, none of it is in the IBT's or its consultants' possession, and we therefore cannot share it with you. Wishing you and your family Happy Holidays!*

*Thanks,*

*Vinny Graziano*

***(Exhibit #4 Denial from IBT on Industry Reset)***

26. No one in the Teamsters Union, Officers or Representatives has seen or reviewed the calculation that resulted in only a 7.06% raise for United Technician's.

27. The only people who had knowledge of the 2020 Industry Reset calculation were Cheiron's Pension Actuary Peter Hardcastle and Dan Akins, the IBT economist and the author of the Industry Reset. Teamsters Rep Vinnie Graziano stated that the calculation would not be provided to the United Technician membership. The formula was in the hands of the company and will remain there.

28. On January 6, 2021, I filed my second grievance on the Industry Reset (2021-986-SFO-UA-2) the Company and the Union were both withholding information from United Technicians that related to the wage increases outlined in the contract. Without this information there is no way for employees represented by the Teamsters at United Airlines to determine the accuracy of their hourly wage.

29. The Teamsters Union stated on many different occasions both written and verbally in videos to the membership at United Airlines, that the calculation for the Industry Reset was based on "publicly available information". Today both the Union and the Company refuse to provide the calculation that they have claimed set the hourly wage for United Technicians 2% above the Delta and American technicians' average.

30. On January 13, 2021, the Company answered the first step grievance and denied it, that same day only hours later the Teamsters grievance committee closed out the grievance stating that it lacked sufficient merit. ***(Exhibit #5 UA-2 Seitz 1-13-2021 Closeout Letter)***

31. I appealed the decision by the Company and the Union who both described my grievance as meritless on the same day within hours of each other. Lacks sufficient merit is a statement, the union made that is not based on any research or fact-finding investigation. It is a statement only. The grievance committee made no effort to investigate before stating the grievance is meritless without providing any reason or evidence, that it was “meritless” before closing out the grievance. The grievance committee never reviewed the calculation Exhibit A, so there was no possible way they could state based on evidence the grievance was without merit.

32. On January 27, 2021, the Teamsters SFO/LAX Grievance Committee closed out my other grievance UA-142 with the same statement “lack of sufficient merit” again they provided no reason or explanation why the grievance was closed. The formula Exhibit A in LOA #29 was never even reviewed for its content or accuracy. The Collective Bargaining Agreement belongs to the employees not the union. The Union has no right to keep the calculation Exhibit A from the membership, especially when it concerns the wages of over 7500 employees and their families. *(Exhibit #6 UA-142 Seitz IBT Closeout Letter)*

33. On February 4, 2021, LAX Teamsters Business Agent Mark DesAngles sent an email stating that my closed grievances were now open again. I asked my Chief Steward Greg Sullivan who in the Teamsters union decided to reopen my closed grievance and what part of the CBA did they use to do it. I asked Greg Sullivan who on the Company side agreed to reopen the closed grievance, Greg Sullivan refused to answer either question. *(Exhibit #7 Email to IBT Rep Greg Sullivan on Closeout and Re Opening Grievances)*

34. A second step hearing was held on March 4, 2021, the Union Grievance Committee did not present any information to support the grievance or enforce the contract. The union failed to provide or even request the Industry Reset calculation information in Exhibit A, even though there were huge disparities in the United Base Wage Rates when compared with both American and Delta Technicians based on the only publicly available information of Hourly wages and Profit Sharing.

1 35. I presented 12 exhibits in the grievance hearing and the Teamsters union presented as  
2 evidence only the original grievances they had closed over a month earlier as meritless.  
3 The Company and the Union both refused to answer any questions related to the  
4 reopening of the grievances. What part of the CBA did they use? Who authorized the  
5 reopening of the grievance from the Company and the Union side? The Company  
6 provided 2 exhibits at the second step hearing, the new wage scale and the language from  
7 LOA that described the cost model Exhibit A. The company's position was finished with  
8 this statement "there is nothing in the contract or LOA that says we have to show you the  
9 formula." *(Exhibit #8 Reset Hearing Questions on Procedural Issues)*

10 36. On March 22, 2021, I emailed Chief Steward Greg Sullivan and instructed him to notify  
11 the company that I would move my grievance forward with or without Union support.  
12 *(Exhibit #9 Email to IBT Greg Sullivan Status of Grievance)*

13 37. On March 23, 2021, Greg Sullivan emailed a Closeout letter on my grievance stating that  
14 it lacks sufficient merit to move forward. This was the same statement made when the  
15 Teamsters union closed out the grievance in January. Greg Sullivan stated the closeout of  
16 the grievance is final (this time). Greg Sullivan also wrote there is no process in the  
17 contract to move the grievance forward on your own.  
18 *(Exhibit #10 Email and Closeout letter from IBT Greg Sullivan)*

19 38. In April of 2021 my attorney contacted the National Mediation Board (NMB) to get a  
20 copy of the Industry Reset formula negotiated in 2016. In 2018 the Teamsters union stated  
21 in several publications that the formula was held on a secure server at the National  
22 Mediation Board. According to John Gross from National Mediation Board (NMB) he  
23 stated, "we never had the cost model on a server and never would" "we do not have a  
24 server like that, we do not use servers like that" So why did the Teamsters union and its  
25 representatives present false information to the United Technicians 6 months prior to the  
26 first industry reset?  
27 *(Exhibit #11 NMB Letter for FOIA F-1784)*

1 **VI. HYBRID CLAIM**

- 2
- 3 39. The Union and the company are in breach of contract for failing to pay United Airlines
- 4 Technicians 2% above the average of American and Delta Technicians. The Teamsters
- 5 union is in violation USC 45 Section 184 by failing to follow the grievance process
- 6 outlined in the CBA and allowing a grievance to move forward to arbitration. The
- 7 Teamsters and United Airlines have breached the CBA by failing to disclose the Industry
- 8 Reset calculation found in Exhibit A of LOA #29 Industry Reset in 2020.

9 **VII. FUTILITY**

- 10 40. The Teamsters and United Airlines have acted in concert to conceal from the United
- 11 Technicians the publicly available information contained in LOA #29 Industry Reset
- 12 Exhibit A Cost Model that determines their hourly wage. Furthermore, the company and
- 13 the union have manipulated the grievance process and have refused to follow the CBA to
- 14 provide arbitration. It would be absolutely futile to follow the process outlined in the CBA
- 15 and RLA when the Teamsters and United Airlines have refused to provide Exhibit A Cost
- 16 Model of LOA #29 to United technicians.

17 **VIII. CAUSES OF ACTION**

18 **COUNT I - VIOLATION OF THE RLA USC 45**

- 19
- 20
- 21 41. Airline employees have an individual statutory right under the Railway Labor Act to
- 22 access the grievance and arbitration process mandated by Section 184 of the RLA, with or
- 23 without the certified union as a party. The union violated my rights when the union closed
- 24 my grievance without my knowledge or consent and failed in their Duty of Fair
- 25 Representation when they closed my grievance without investigating the merits of the
- 26 grievance. The union's actions are a breach of the duty of fair representation by denying
- 27 the right to arbitration under USC 45.
- 28



42. In this complaint the Teamsters union closed the grievance without the grievants consent with a closeout notice in January 2021 stating that it had no merit. Nearly a month later the union without giving a reason then reopened the grievance. There is no procedure outlined in the contract to reopen closed grievances. When asked the union refused to explain its reasons for reopening the grievance. A Second Step hearing was then held in March of 2021 and the union made no effort to provide any information related to Exhibit A the cost model in the CBA for the 2020 Reset calculation or perform any investigation to verify the accuracy of the 2020 Reset. The SFO Local 986 Teamsters grievance committee again closed out the grievance without the grievants consent and again claimed that the grievance had no merit.

43. The union and the company both refused to provide the grievant with Exhibit A the Cost Model that is contained in LOA #29 as part of the CBA. The union gave no explanation or rational basis for closing out the grievance. The Teamsters union admits in writing that no one in the Teamsters union has seen the 2020 Industry Reset Exhibit A Cost Model so how can anyone in the union or the SFO Teamsters Local 986 grievance committee make the statement that the grievance has no merit.

## **COUNT II - BREACH OF CONTRACT**

44. **Breach of Contract** - United Airlines failed to follow LOA #29 Industry Reset and pay United Technicians 2% above the average of American and Delta Airlines as determined by Exhibit A of LOA #29. United Airlines is in breach of contract for failing to pay the correct hourly rate to all United Airlines technicians and other employees in the Mechanics Class and Craft Collective Bargaining Agreement.

## **COUNT III – VIOLATION OF CA LABOR CODE 226**

45. **Violation of California Labor Code 226**

The Company is in violation of California Labor code 226. The United Technicians Base Wage Rate is set in the calculation of LOA #29 Exhibit A. This is the cost model that



determines their hourly wage is 2% above the average of AA/DL, and this information is not being provided to the employees by the Company. The hourly Base Wage is determined in Exhibit A and is based on a calculation that is part of the employees collective bargaining agreement.

46. The definition of wages in the California Labor code is as follows - “Wages” includes all amounts for labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, commission basis, or other method of calculation.

47. The wage rate set by the United Technicians contract is determined by a calculation called Exhibit A in LOA #29, the employees at United Airlines have right to review that calculation. (*Exhibit #12 UAL No Obligation to show Cost Model to Employees*)

#### 48. California Labor Code 226

(a) An employer, semimonthly or at the time of each payment of wages, shall furnish to his or her employee, either as a detachable part of the check, draft, or voucher paying the employee’s wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except as provided in subdivision (j), (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

1 49. The Non-Pay Elements outlined in the Industry Reset calculations are part of the  
 2 calculation for the hourly wage rate and need to be shown to determine if the actual rate of  
 3 United Technicians pay is in fact 2% above the Delta/American Industry Reset Average.  
 4 Based on the refusal of both the Teamsters Union and United Airlines employees have no  
 5 way to easily determine if their hourly wage is 2% above the Delta/American average.

6 50. California Labor Code 226 also states (2) (A) For the purposes of this paragraph,  
 7 “promptly and easily determine” means a reasonable person would be able to readily  
 8 ascertain the information without reference to other documents or information.  
 9

#### 10 **COUNT IV – VIOLATION OF CA LABOR CODE 223**

##### 11 **51. Violation of California Labor Code 223**

12 Where any statute or contract requires an employer to maintain the designated wage  
 13 scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the wage  
 14 designated by statute or by contract.  
 15

16 52. Based on the publicly available information of Pay and Profit-Sharing Delta Airlines  
 17 Technicians Pay and Profit Sharing for 2020 was equivalent to \$60.80 cents an hour.  
 18 American Airlines Technicians Pay and Profit Sharing for 2020 was equivalent to \$56.80.  
 19 Based on this information the Delta / American technicians average plus 2% is over  
 20 \$59.97. United Technicians Top Scale base payrate was set at \$52.14, which was \$7.83  
 21 below the hourly average of the Delta and American Average plus 2%.

22 53. Based on this information, the hourly wage agreed to by the Company and Teamsters  
 23 Union in November of 2020 is lower than the average of American and Delta Plus 2%.  
 24 The Company is in violation of California Labor Code 223 by paying its Mechanics and  
 25 Related below the designated wage scale.  
 26  
 27  
 28

**COUNT V – VIOLATION OF CA LABOR CODE 222**

**54. Violation of California Labor Code 222**

It shall be unlawful, in case of any wage agreement arrived at through collective bargaining, either willfully or unlawfully or with intent to defraud an employee, a competitor, or any other person, to withhold from said employee any part of the wage agreed upon.

55. The claimed calculation is unclear to United Technician employees from 2016 to 2018 and 2020 the Teamsters Union and the Company have continually provided less and less information to the employees. The once claimed “publicly available information” has now become proprietary and confidential, which is in complete contradiction of the statements made by the union and the Industry Reset model given in 2016.

**56. California Labor Code also defines Wages - 200.**

As used in this article: (a) “Wages” includes all amounts for labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, commission basis, or other method of calculation.

57. The United Technician wage disparity has moved from \$1.70 per hour or 6% average in 2016 for all Pay Scales to \$8.20 per hour average or 22% in 2021. At these same times the Teamsters claimed the United Pay and Benefits were 5.8% above the AA/DL average in 2016 and 2% above the AA/DL average in 2020. The disparity in claimed contract value and actual hourly Base Rate Wages set by the Teamsters and United in 2016, and 2020 is clearly shown in the pay scales below.

### In 2016 AA to UA Wage Disparity was \$1.70 for All Pay Scales

Wage Scale Step Year	2016 American Wage Scale	2016 United Wage Scale	Hourly Wages Difference	2016 Percentage Difference
0 to 1	\$22.35	\$20.65	\$1.70	7.90%
1 to 2	\$25.79	\$24.09	\$1.70	6.80%
2 to 3	\$27.47	\$25.77	\$1.70	6.30%
3 to 4	\$27.90	\$26.20	\$1.70	6.20%
4 to 5	\$28.93	\$27.23	\$1.70	6.00%
5 to 6	\$31.12	\$29.42	\$1.70	5.60%
6 to 7	\$33.33	\$31.63	\$1.70	5.20%
7 to 8	\$37.94	\$36.24	\$1.70	4.50%
8 to 9	\$41.76	\$40.06	\$1.70	4.10%
2016 Average Difference	\$30.73	\$29.03	\$1.70	6%

No Wage Disparity ALL Scales are \$1.70 Below AA

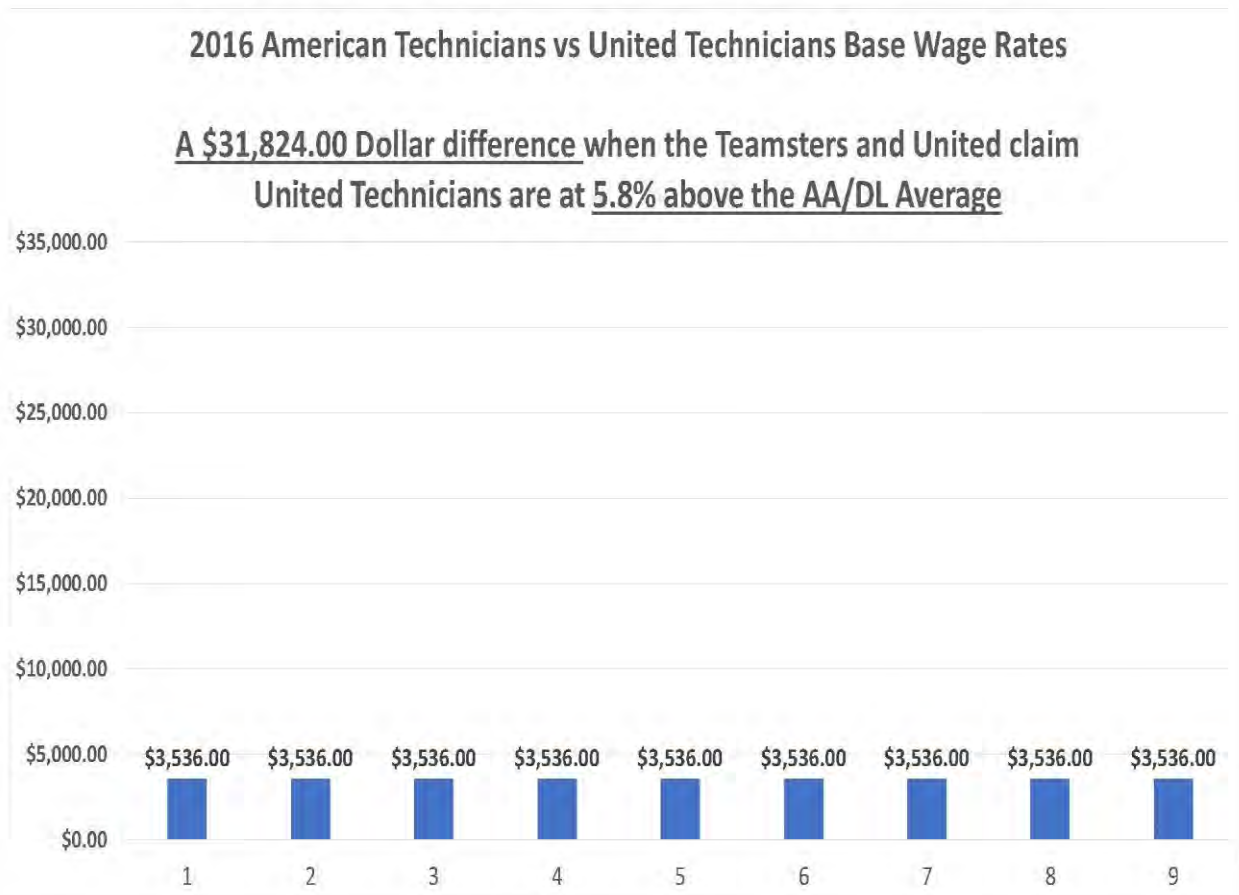
### 2021 AA to UA Wage Disparity is now \$4 to \$16 Dollars Per Hour

Wage Scale Step Year	2021 American Wage Scale	2021 United Wage Scale	Hourly Wage Difference	2021 Percentage Difference
0 to 1	\$29.26	\$23.14	\$6.12	23%
1 to 2	\$31.78	\$26.99	\$4.79	16%
2 to 3	\$33.82	\$28.88	\$4.32	16%
3 to 4	\$36.06	\$29.36	\$6.70	20%
4 to 5	\$38.57	\$30.51	\$8.56	23%
5 to 6	\$48.91	\$32.97	\$15.94	39%
6 to 7	\$49.01	\$35.44	\$13.57	32%
7 to 8	\$49.11	\$40.60	\$8.51	19%
8 to 9	\$50.18	\$44.89	\$5.29	11%
2021 Average Differences	\$40.74	\$32.53	\$8.20	22%

Wage Disparity Ranges from \$4 to \$16 dollars an hour

58. While the 2020 Industry Reset Calculation agreed to by United and the Teamsters Union denies United Technicians their agreed upon wage, it also gives United Airlines an unfair advantage over the other competitors like American and Delta Airlines.

59. United Airlines and the Teamsters have agreed to a secret calculation that results in a substandard wage scale well below the “2% Above the American and Delta average”. United currently pays their technicians \$153,753.60 less than their peers at American Airlines over the first 9 years of their career.



60. These low technician wages give United Airlines an anti-competitive advantage over American Airlines, while depriving United Technicians their agreed upon wages. In 2016 the year the cost model was presented, the disparity in pay between American and United Technicians was \$31,000.00 over the same United Pay Scale Steps and the Teamsters stated the value of the contract was 5.8% above the AA/DL average.

56. Dan Akins the author of the “Industry Reset” stated in a video that the information related to the Industry Reset was publicly available.

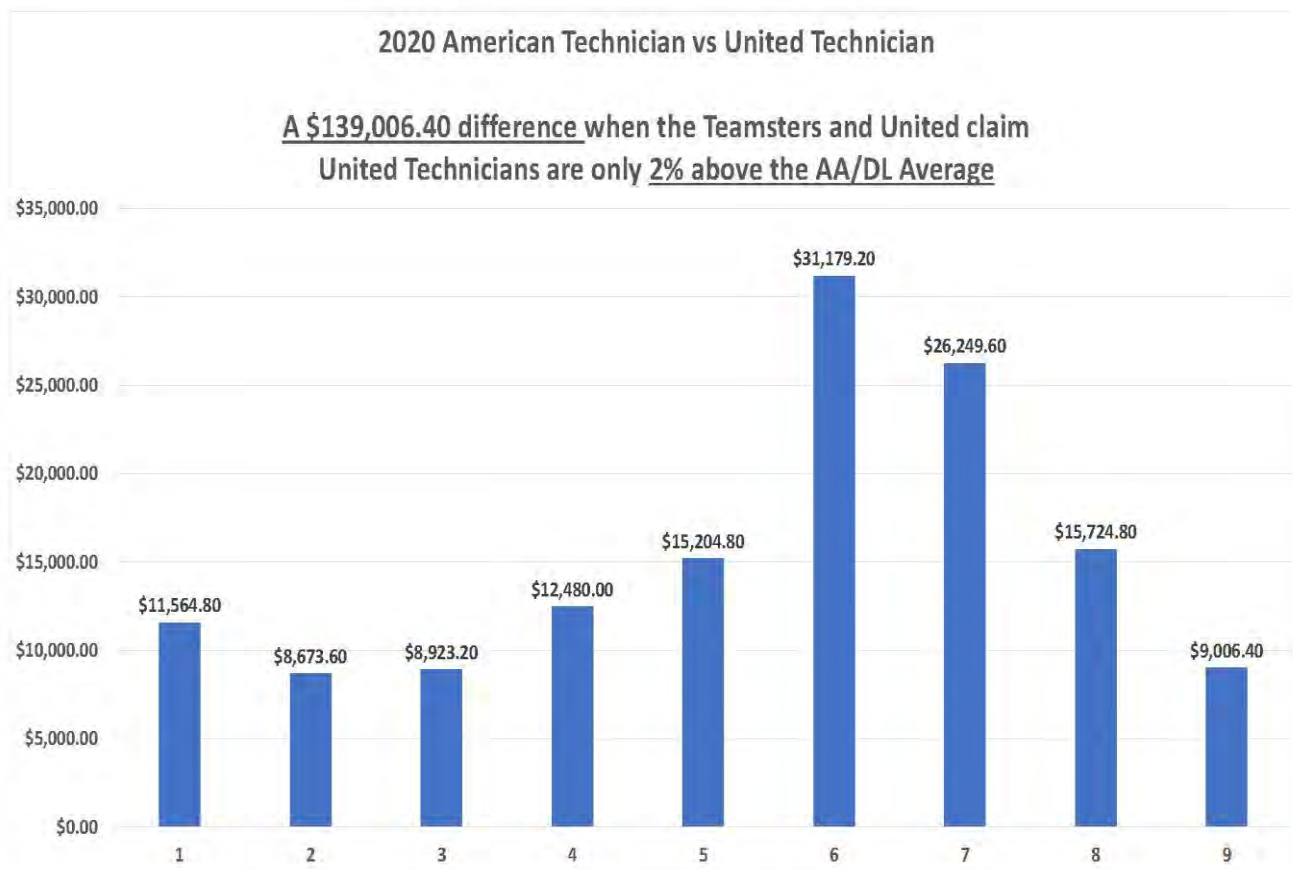
61. In 2018 the Teamsters stated there would be no reset based on the estimations of Cheiron's Peter Hardcastle and Dan Akins the Teamsters economist because the value of the United Technicians contract had actually increased to 7.7% above the AA/DL average, even though Delta Technicians then made over \$50 dollars. This was in complete contradiction to the example given and statements made in videos by Dan Akins, the author of the Industry Reset. United Technicians pay disparity with American Airlines grew larger and United Technicians were paid \$38,000.00 less than their peers at American Airlines over the same Pay Scale Steps yet the value of their contract supposedly grew to 7.7% above the AA/DL average.





62. November of 2020 the Teamsters Airline Division announced that United Technicians would receive a reset in wages but did not provide any information or calculation to explain or show how they arrived at the 7% raise. The chart below shows the disparity between American and United technician Base Hourly Wage Rates. The difference between American and United technician pay increased dramatically throughout the Wage Scale progression, in some cases by 39%.

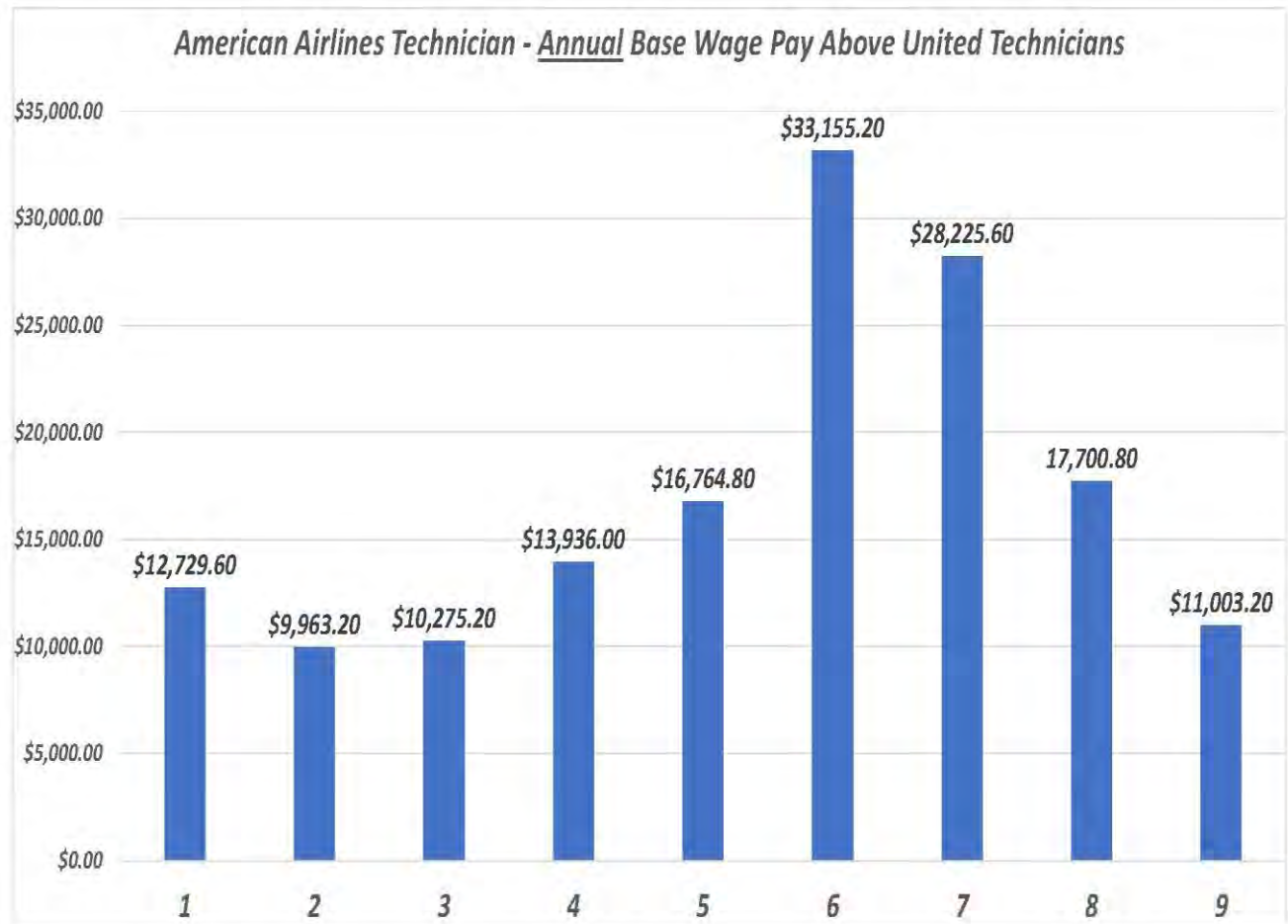
63. In 2020 the pay scale disparity now ranged from \$4.00 an hour to \$15.00 an hour and the total earnings over the Wage Scale Progression grew from \$31,000.00 in 2016 to over \$139,000.00 in 2020.



64. With these enormous disparities in pay the Teamsters union and United Airlines claimed that the value of the new wage increase brought United Technicians to 2% above the AA/DL Industry average.

65. As of March 2021, United Airlines paid their aircraft technicians \$153,000.00 less than American Airlines in Base Hourly Wages over the first 9 years of their employment.

66. Below is a graph showing the current disparity in pay each year of the United technicians Wage Scale. The cumulative disparity is over \$153,000.00 dollars in pay.



67. The secret formula that gives United Airlines a \$153,000.00-dollar competitive advantage over American Airlines also keeps United Airlines Technicians the lowest paid of the Big Three Airlines by as much as \$16.00 dollars an hour over their peers in the same Wage Step Progression.



**IX. BACKGROUND AND HISTORY OF THE  
INDUSTRY RESET**

68. November 2015 the Joint Collective Bargaining Agreement (JCBA) Tentative Agreement (TA) titled “Company proposal” contained the Industry Reset at that time it was called the AA Reset modeled after the 2012 American Airlines contract. This TA was voted down by the United membership by 93% because of the inclusion of the Teamsters imposed mandatory Teamcare Health care plan which was more expensive than the existing health care plan in the United Technicians contract.

69. August of 2016, the second JCBA Tentative Agreement is reached it is called an AIP or agreement in principle. The name of the AA Industry Reset LOA is changed to LOA #29 the “Industry Reset”.

70. The Calculation was provided to the United membership prior to the vote, showing in detail the valuations of the United T/A and the Delta and American Airlines average in the following categories – Pay - All in Wages including \$1.20 VEBA and the following Non-Pay Elements. Time off \$1.56, Medical .11 cents, Retirement .47 cents, Profit Sharing minus \$(1.01) and Scope minus (.12) cents each of these non-Pay categories in the calculation had a calculated hourly value. All these values were then added together equaled \$1.02 above AA/DL average, the Teamsters stated the value of the T/A was stated to be 5.8% above the Delta and American average as established through defined and agreed criteria.

71. October 2016 - In a video presented to the United membership Dan Akins the creator of the reset model stated the model will not change and is based on publicly available information. The Industry Reset will be reviewed in 2018, 2020 and 2022 and then be performed every year thereafter until a new CBA is ratified. Dan Akins stated that United Technicians 15% Profit Sharing was given back to pay for the industry reset language and replaced with the current 5% Profit Sharing.

1 72. December 2016 – The Joint Collective Bargaining Agreement (JCBA) is hereby ratified,  
2 50.1% Yes to 49.9% No. LOA #29 the Industry Reset is in place based on statements  
3 made by Dan Akins and IBT officials that stated the value of the contract is 5.8% above  
4 the American / Delta average.

5  
6 73. February 2018 the first year of the Industry Reset United Technicians saw their Profit-  
7 Sharing checks fall from 11.8% of their wages paid in 2017 to 3% of their wages paid in  
8 2018. Teamsters Airline Division Rep Vinnie Graziano wrote a letter to the membership  
9 over the loss of 15% Profit Sharing and stated United Technicians 15% profit sharing was  
10 traded for the Industry Reset and stated that we would get a raise based in part on Deltas  
11 Profit sharing, which was 10% in 2018 or \$4.90 an hour. Delta Profit Sharing was never  
12 shown in the 2018 Industry Reset.

13 74. May 2018 SFO/LAX Teamsters Business Agent Report stated that all calculation  
14 information is publicly available. *“It should be noted here that all the factors used for the*  
15 *calculations are readily available through SEC filings and other public sources”*. The  
16 monthly report from the Teamsters business agents further went on to write. *“When this*  
17 *language was being negotiated, the Company set out a huge list of factors that they*  
18 *wanted considered in this calculation, some of them very abstract. It was no small feat to*  
19 *get the factor list down to what we have now. And, although we will obviously use our*  
20 *actuaries when we are determining retirement related costs, the calculations will*  
21 *definitely be simpler as a result of those efforts.”*

22 75. June 2018 Vinnie Graziano writes in the Mechanics Dispatch that the economic Model for  
23 the Industry Reset was agreed to shortly after ratification and is on the “server at the  
24 NMB” the economic model was completed and agreed upon shortly after the ratification  
25 of the Agreement. He wrote, the model is kept on a server at the NMB for security. This  
26 would be proven to be a false statement made several times by Teamsters officials over  
27 the years based on the April 29, 2021, letter from the NMB Exhibit #11.  
28

1 76. In the fall of 2018, the first Industry Reset was due to be out, by that time Delta  
 2 Technicians pay had increased to \$50.67 they also received an additional 1% contribution  
 3 to their 401k Defined Contribution and received 10% in Profit Sharing in 2018. This  
 4 information is important and relative because when Dan Akins presented the Industry  
 5 Reset in 2016, he stated at the 10-minute mark in the Teamsters T/A video that if Delta  
 6 were to go above \$50 dollars an hour, we would have the mechanism in the reset to catch  
 7 them. This was explained in the presentation created by Dan Akins that showed United  
 8 Technicians receiving a specified raise if Delta moved to \$50 dollars an hour.

9 77. Despite Delta Technicians eclipsing \$50 dollars an hour and receiving an additional 1% in  
 10 their 401k, 10% in their Profit Sharing and the United contract remaining the same, Dan  
 11 Akins and Peter Hardcastle the Teamsters external actuary from Cheiron stated that  
 12 United Technicians would not receive a raise.

13 78. Below is a quote from Peter Hardcastle the IBT pension actuary as the reason for no reset  
 14 in 2018. *"I met with United's external actuary to discuss the methodology and*  
 15 *assumptions behind the calculation of the cost of CARP. The methodology used by*  
 16 *United's actuary considers the market value of the accruals and is consistent with U.S.*  
 17 *accounting standards. The cost is based solely on the population of United mechanics and*  
 18 *only relates to the cost of benefit accruals for the year. I am in agreement with the*  
 19 *methodology used, and I know from experience that the results lie within the range of my*  
 20 *expectations. The increase in United's service cost for CARP since 2016, as applied in the*  
 21 *cost model, is consistent with my expectation given the increase in benefit population due*  
 22 *to the inclusion of the larger and more senior UA Mechanics group, as well as a further*  
 23 *drop in the discount rate since 2016."*

24 79. Dan Akins of Akins and Associates and Peter Hardcastle of Cheiron both hired by the  
 25 Teamsters International Union, stated that the 2018 value of the United Technicians  
 26 contract increased from 5.8% in 2016 to 7.7% in 2018 above the American and Delta  
 27 average additionally, they stated the non-Pay elements increased from \$1.02 to \$3.67 cents  
 28 per hour but did not provide any "publicly available information" that their wage and

1 benefits calculation was based on. The Teamsters and United Airlines refused to provide  
2 United Technicians with a breakdown of the publicly available information used in the  
3 Cost Model described as Exhibit A of the LOA in the United Technicians contract for the  
4 2018 Industry Reset Calculation.

5  
6 80. December 2018 Vinnie Graziano wrote in the Mechanics Dispatch, *'To ensure that the*  
7 *numbers the company provided are correct, we have asked Mr. Akins and an outside*  
8 *actuary, Peter Hardcastle, to continue the review that had already begun under the LOA.*  
9 *These numbers need to be verifiable to both parties for the next measurement period with*  
10 *the hope being that American Airlines will reach a deal by that time. After this review is*  
11 *complete, a report will be shared with the membership in the same fashion as the 2016*  
12 *dispatch that laid out the industry average.*

13 81. No detailed breakdown of the publicly available information was presented by the  
14 Teamsters union for the 2018 Industry Reset. The mechanics dispatch only listed the  
15 average hourly rate of AA/DL as \$49.31 and the non-Pay elements total which increased  
16 by over 360% from \$1.02 in 2016 to \$3.67 in 2018, with no information to support their  
17 360% increase.

18 82. There was no way to know if the increase in Delta Airlines pension and 10% Delta Profit  
19 Sharing were included in the calculation. There is no way for a United Technicians to  
20 verify that their hourly wage is in fact 2% above the AA/DL average.  
21  
22  
23  
24  
25  
26  
27  
28

**X. DEMAND FOR RELIEF**

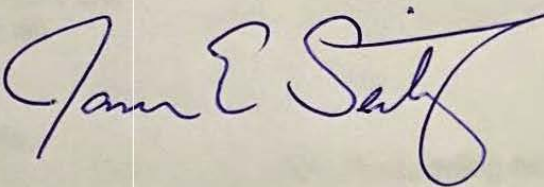
83. I would like the court to decide that the Teamsters have breached their duty of fair representation because they have denied my grievance as meritless without providing any facts or reasons for doing so. They have failed to allow me to move my grievance forward on my own which is my right under the Railway Labor Act.
81. We request the court to order the Teamsters and United Airlines to release all information contained in Exhibit A for the 2020 Industry Reset calculation. The Collective Bargaining Agreement including Exhibit A in LOA #29. This information belongs to the employees who work in the Mechanics Class and Craft at United Airlines.
82. We request the court to order the release for independent membership review the 2016 and 2018 Industry Reset Calculations that determined their hourly wage and all such calculations going forward.
83. We would like the court to determine if United Airlines is in violation of the Railway Labor Act by withholding wage calculation information that is part of the Mechanics and Related Collective Bargaining Agreement and California Labor Code 226 by failing to provide to employees the calculation that determines their Base Hourly Wage Rate.
84. We would like the court to determine if United Airlines is in violation of the California Labor Code 222 and 223 by claiming to pay the United Technicians 2% above the American and Delta Average, when it is clear that United Technicians are grossly underpaid when compared to their peers at both Delta and American Airlines.
85. We would like the court to instruct United Airlines to provide affected United employees the value of each Non-Pay Element when compared to the average of their peers at Delta and American Airlines. The following hourly values will be determined annually in Exhibit A and should be added to the employee paycheck stubs so employees can easily determine their wages are 2% above the Delta/American average. 1. Time-off 2. Medical 3. Pension 4. Profit Sharing 5. Scope.

1 86. We request that all United Technicians and Related in the Mechanics Class and Craft to be  
2 made whole for any losses associated with the Industry Resets in 2020 and 2018.

3  
4  
5 **XI. DEMAND FOR JURY TRIAL**

6  
7 Plaintiff demands a jury trial on all issues.  
8

9  
10  
11 Respectfully submitted:

12  
13   
14

15 James E Seitz  
16

17  
18  
19 Plaintiff  
20  
21  
22  
23  
24  
25  
26  
27  
28





# Technician's Industry Reset Overview

Data, Methodology and Timing



## The Reset is Designed to Ensure that UA Technician's Contract Value Remains at least 2% Above Average of AA and DL Technicians

### Contract Valuation

A Reset Model has been created to measure the sum value of 5 key contract elements in UA Technician's contract, including; Pay, Time Off, Benefits, Profit Sharing and Scope.

The total value of UA contract elements is then weighed against the average of the same elements for Technicians who work for AA and DL.

### Reset Mechanism

The total value of UA Technician's contract elements must remain at least 2.0% above the average of AA/DL. If the value of UA Technician's contract it is not at least 2.0% above the average value of AA/DL, the wages of UA Technicians will be increased by an amount to increase the UA contract value to 2.0% above the average of AA/DL.

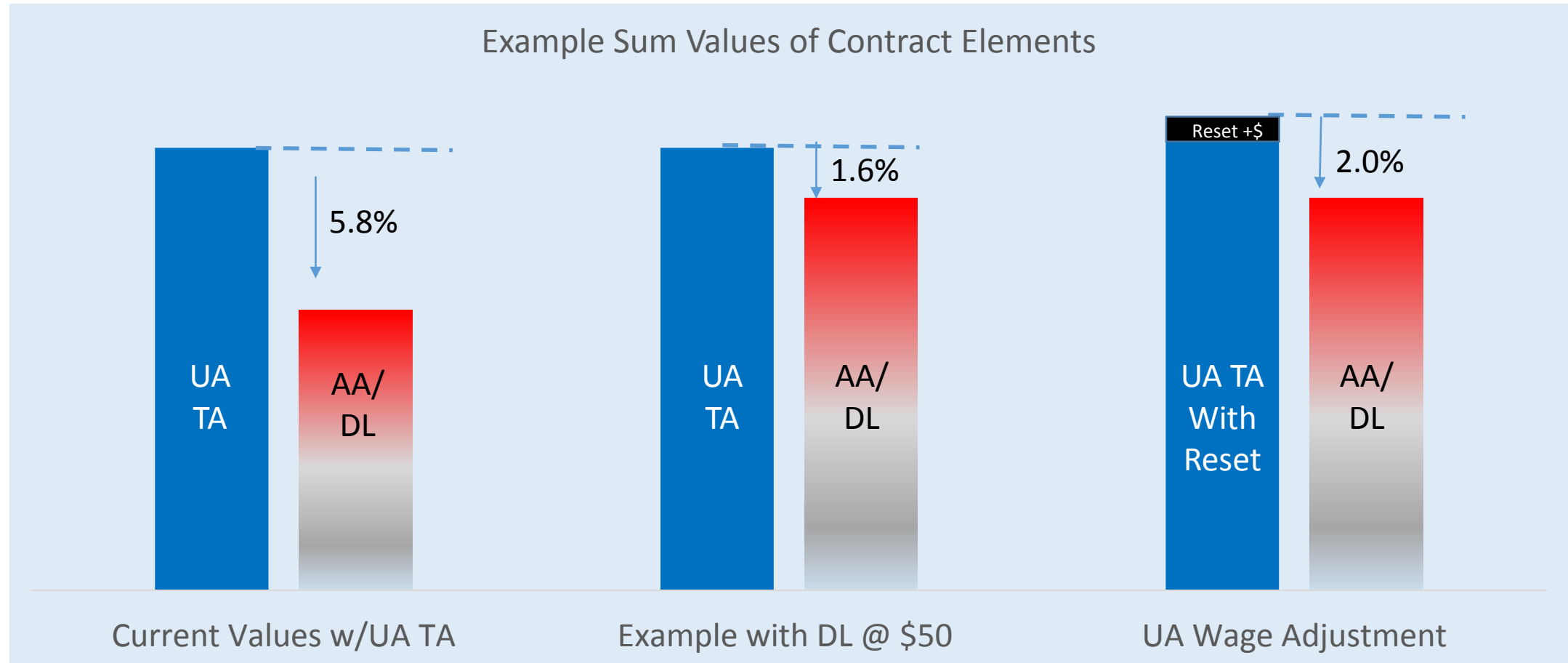
### Timing

The Reset measurement which occurs every 24 months during contract, and then every 12 months after amendable date to ensure that during the bargaining period for next contract UA Technicians remains above AA/DL by at least 2%.



## Example of Reset Model

Current Value With UA TA and Reset If DL Top of Scale @ \$50



# Industry Reset Overview

- **Purpose:** The industry reset is designed as a mechanism to ensure that the sum value of United Technician's primary contract elements remain at least 2% above the average of the same contract elements for Technicians of American and Delta.
- **Timing:** Reset analysis will occur every 24 months after date of ratification over the course of contract, and every 12 months after the amendable date.
- **Mechanism:** A reset model has been created to measure and compare the value of a selected set of primary contractual elements covering pay, benefits, work rules and retirement contribution level for Technician's at United to that of the average of Technicians at American and Delta. The model's structure will not change, only the periodic updates of data elements being analyzed will change.
- **Application:** If the results of the reset model indicate that the sum value of the United's Technician's contractual elements do not exceed the average value at American and Delta by 2%, the United Technician's wages will be adjusted upwards by an amount needed to adjust United Technician's contract value to 2% above the average of DL and AA Technician's contract.
- **One-Way Valve:** The reset can only be used to improve wages for United Technicians and will not be used to reduce United Technicians wages under any circumstances.

# Individual Contractual Elements Analyzed in Reset Model

# Contract Elements Included in the Reset Analysis

## 1) Pay

- Technicians All-in Wages (Basic pay, A&P License Premium, Line and Longevity)
- VEBA

## 2) Time Off

- Annual Vacation, Sick and Holiday Hours

## 3) Benefits

- Medical Cost Share
- Retirement Contribution

## 4) Profit Sharing

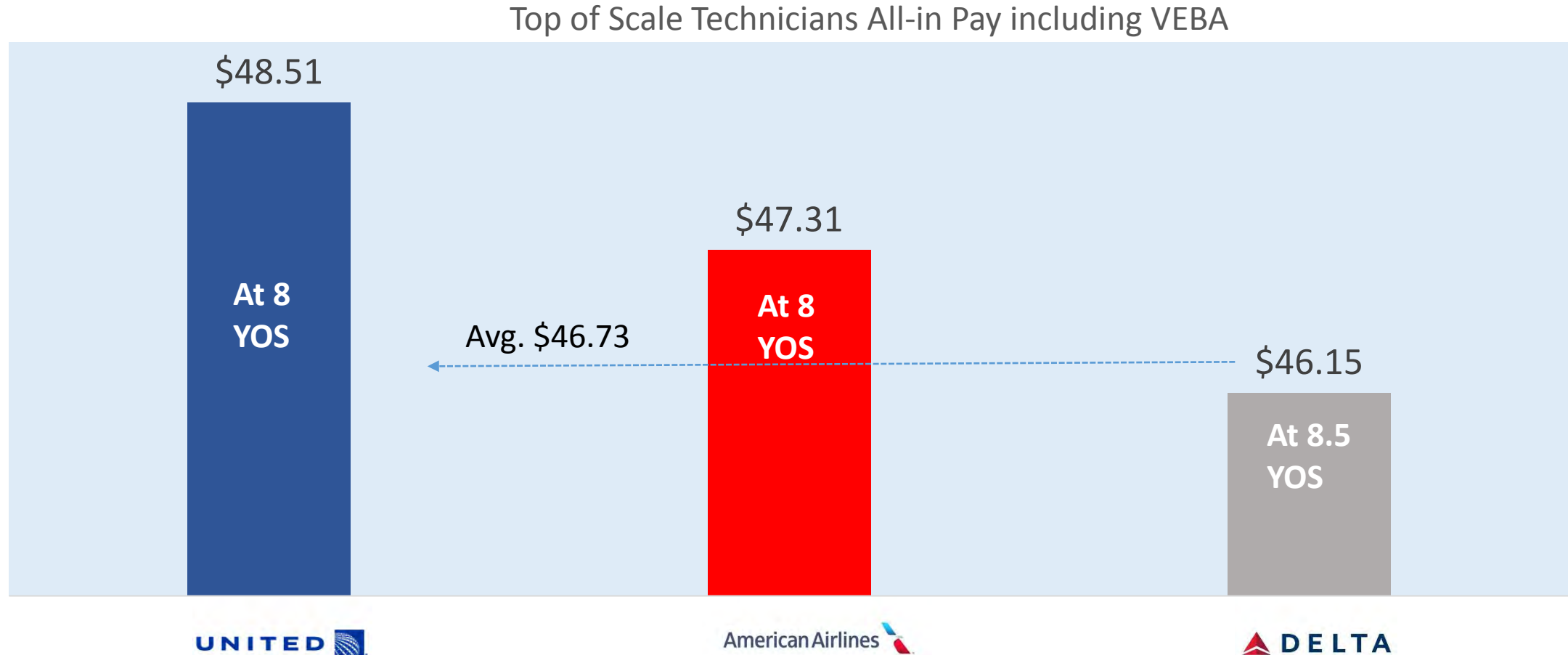
- Profit sharing % to annual UA pre-tax profits

## 5) Scope

- Based on ratio of Technicians heads per mainline aircraft

Note: Model analyzes Pay and Time Off element values at 10, 20 and 30 years of service, weighted 20%, 40%, 20% respectively for headcount. Gaps in all elements besides pay converted to dollars per hour based on UA All-in rate for computability in comparisons.

# Technician's Top of Scale All-In Pay Rates

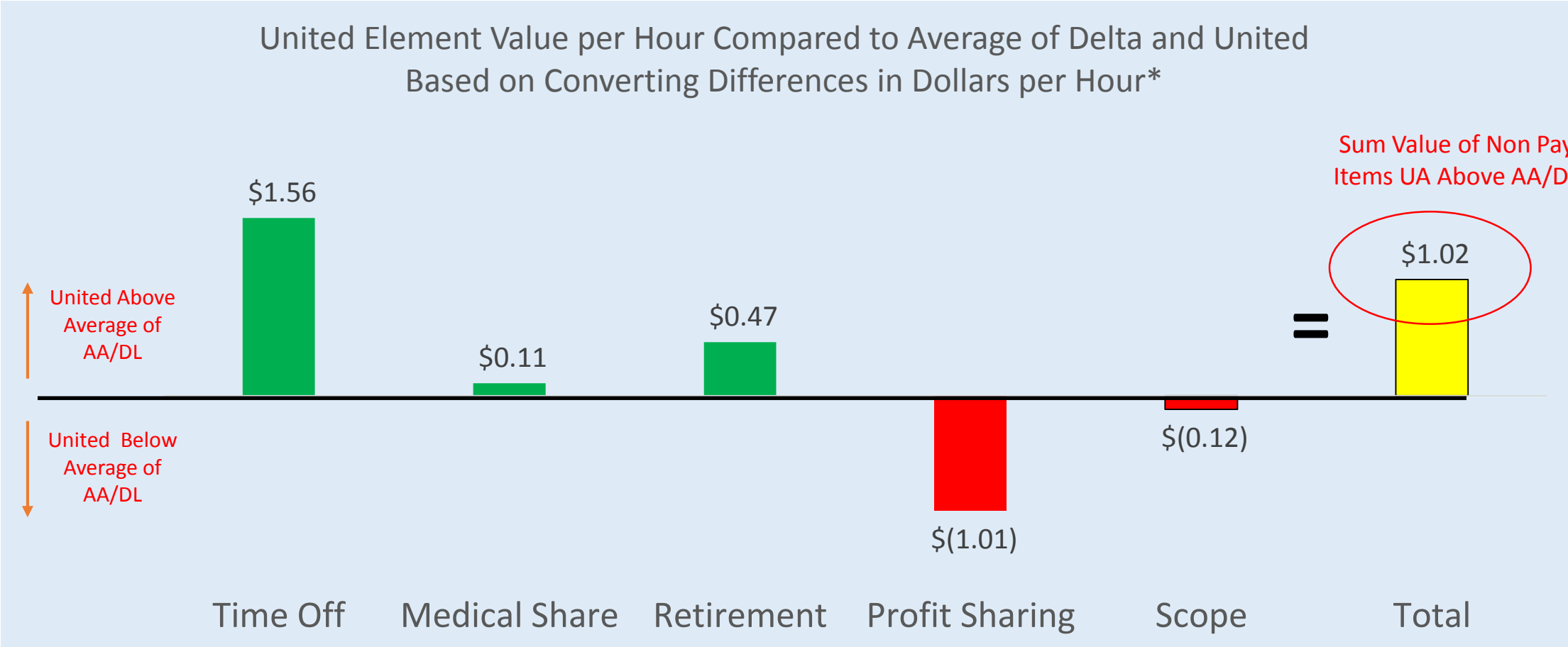


Source: Contracts and Delta Employee Policy Manual

Note: Initial TA top of scale pay rates at UA and AA interim pay rates for 2016




All-in Pay rates include basic pay rate, plus A&P license premium, line and longevity pay, plus VEBA

# Current Value of United TA vs. AA and DL Technician's Contract Element Average Costs Excluding Pay



Note: Model analyzes Time Off (Vacation, Sick and Holiday) values at 10, 20 and 30 years of service, weighted 20%, 40%, 20% respectively for headcount. Gaps in all elements besides pay converted to dollars per hour based on UA All-in rate in comparisons.

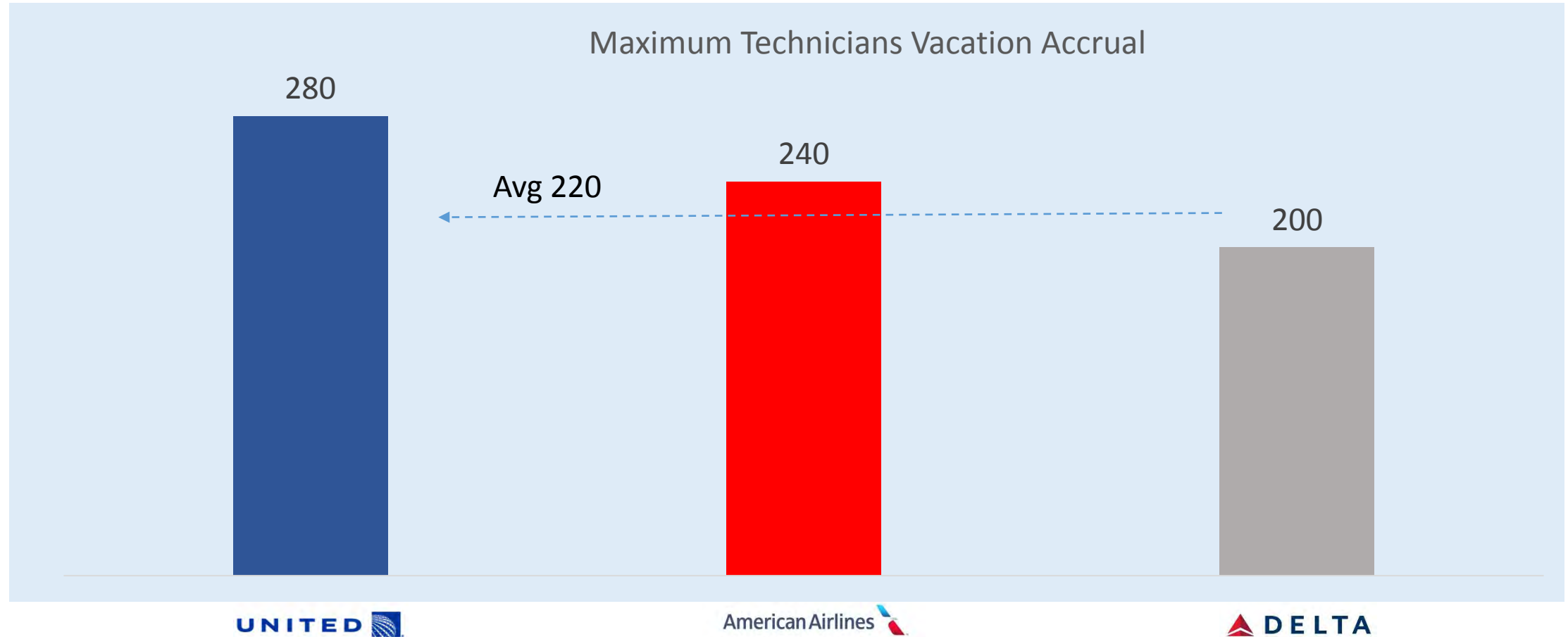
# Current Reset Value: UA Tentative Agreement is 5.8% ABOVE Industry Average

	 UNITED	Average of  American Airlines  DELTA
Pay*	\$48.43	\$46.73
Difference in Value of All Non Pay Items*	\$1.02	
Total Value of Pay and Non Pay Items	\$49.45	\$46.73
UA Value vs. Average of AA/DL **	5.8% greater than Avg. AA/DL	

\*Note: Model analyzes Pay and Time Off element values at 10, 20 and 30 years of service, weighted 20%, 40%, 20% respectively for headcount.

\*\* If UA contract value is not at least 2% above the average contract value of AA/DL an increase in UA wages will occur to establish UA value at 2% above average of UA/DL. Contract value.

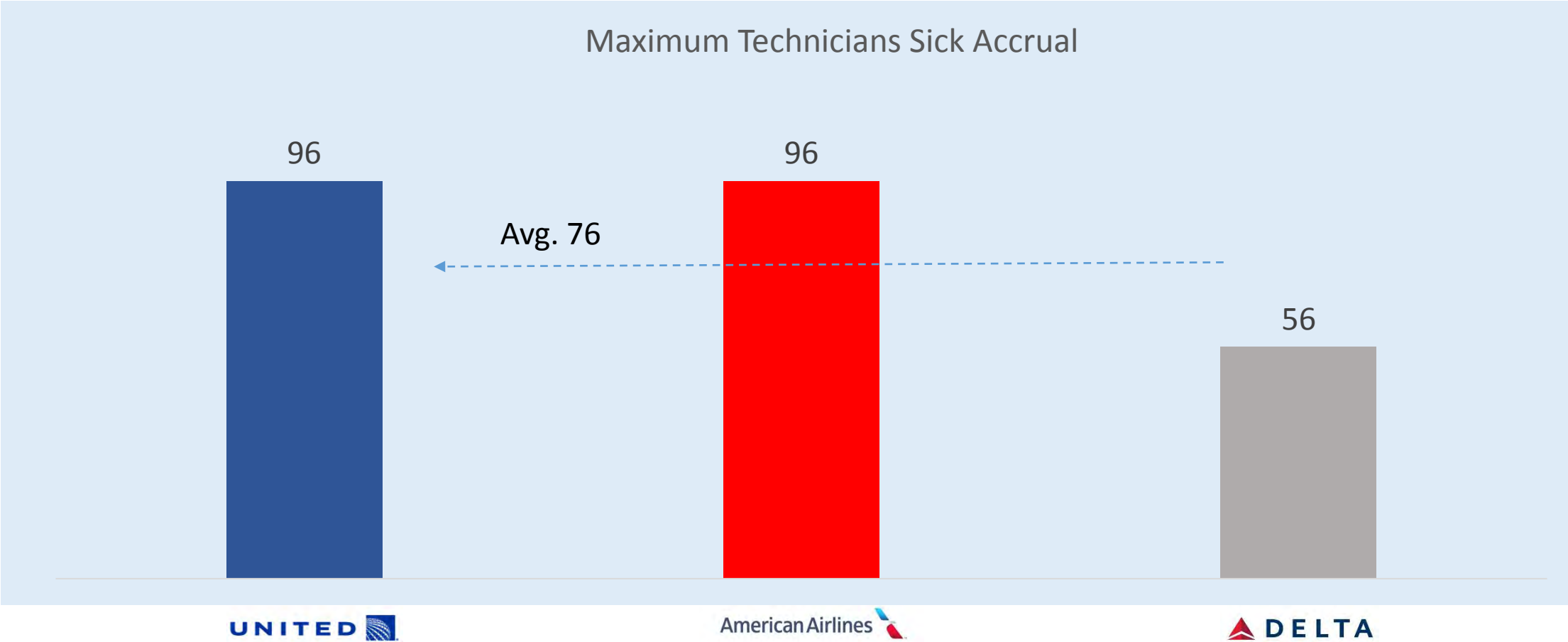
## Technician's Annual Vacation Accrual Hours



Note: AA examples used in reset for Vacation, Sick and Holiday hours are at higher of current AA or US until a new JCBA is ratified.

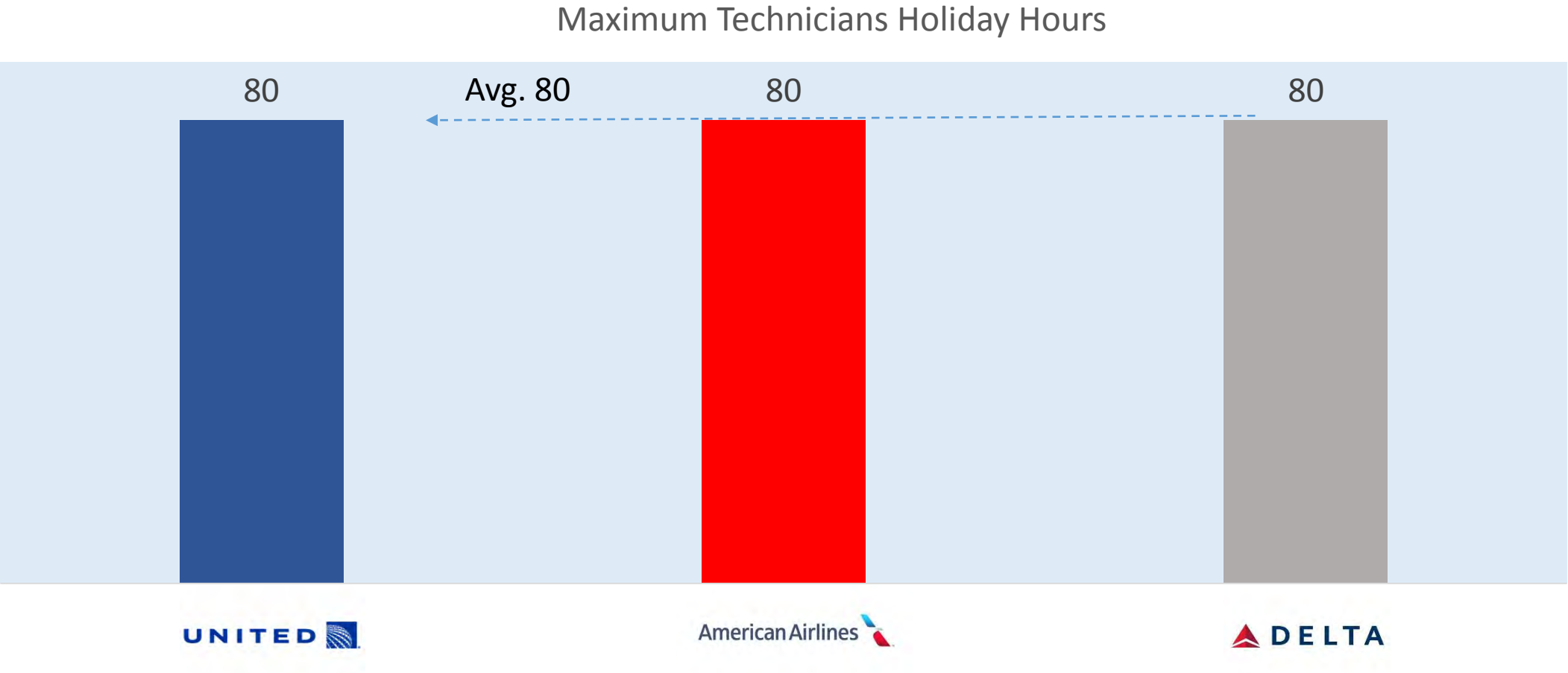


# Technician’s Annual Sick Accrual Hours



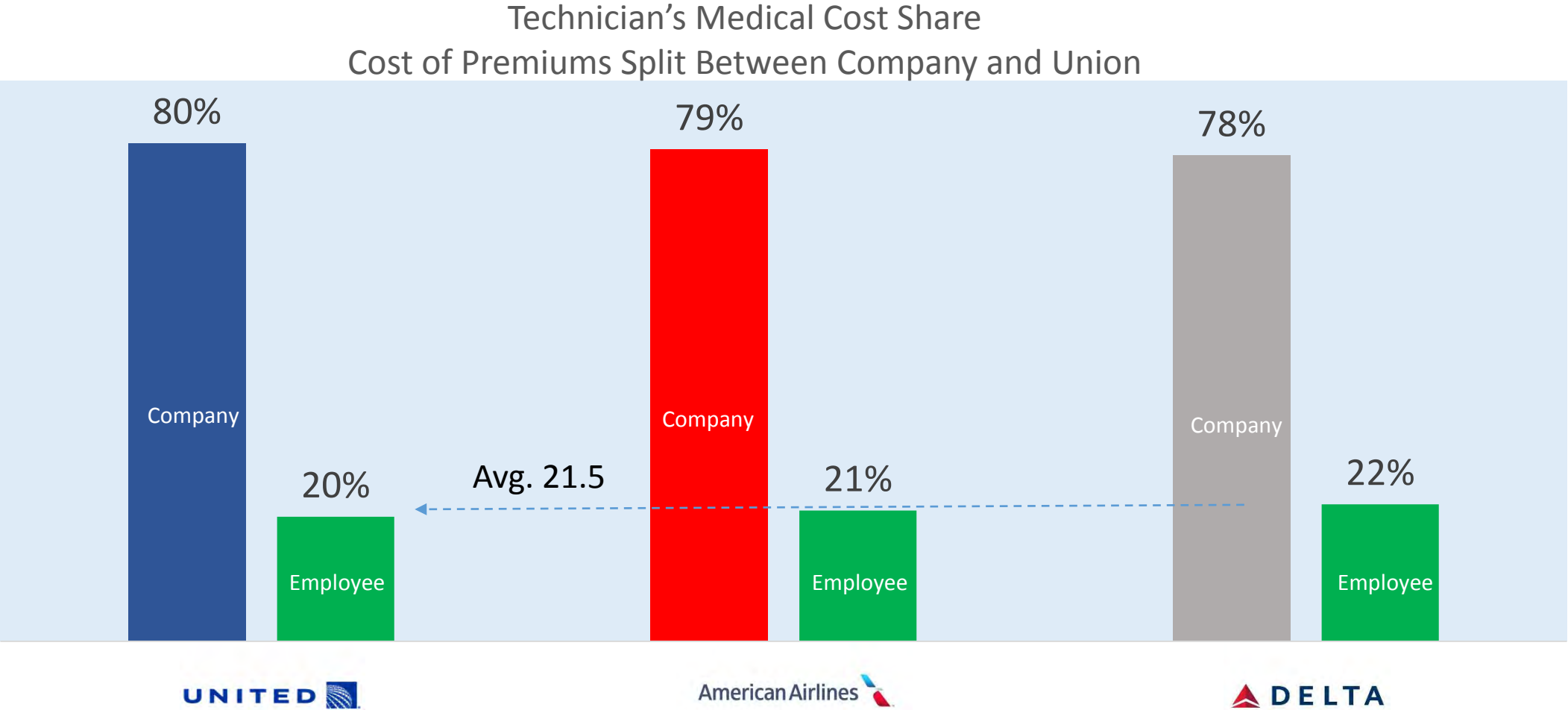
Note: AA examples used in reset for Vacation, Sick and Holiday hours are at higher of current AA or US until a new JCBA is ratified.

# Technician’s Annual Holiday Hours

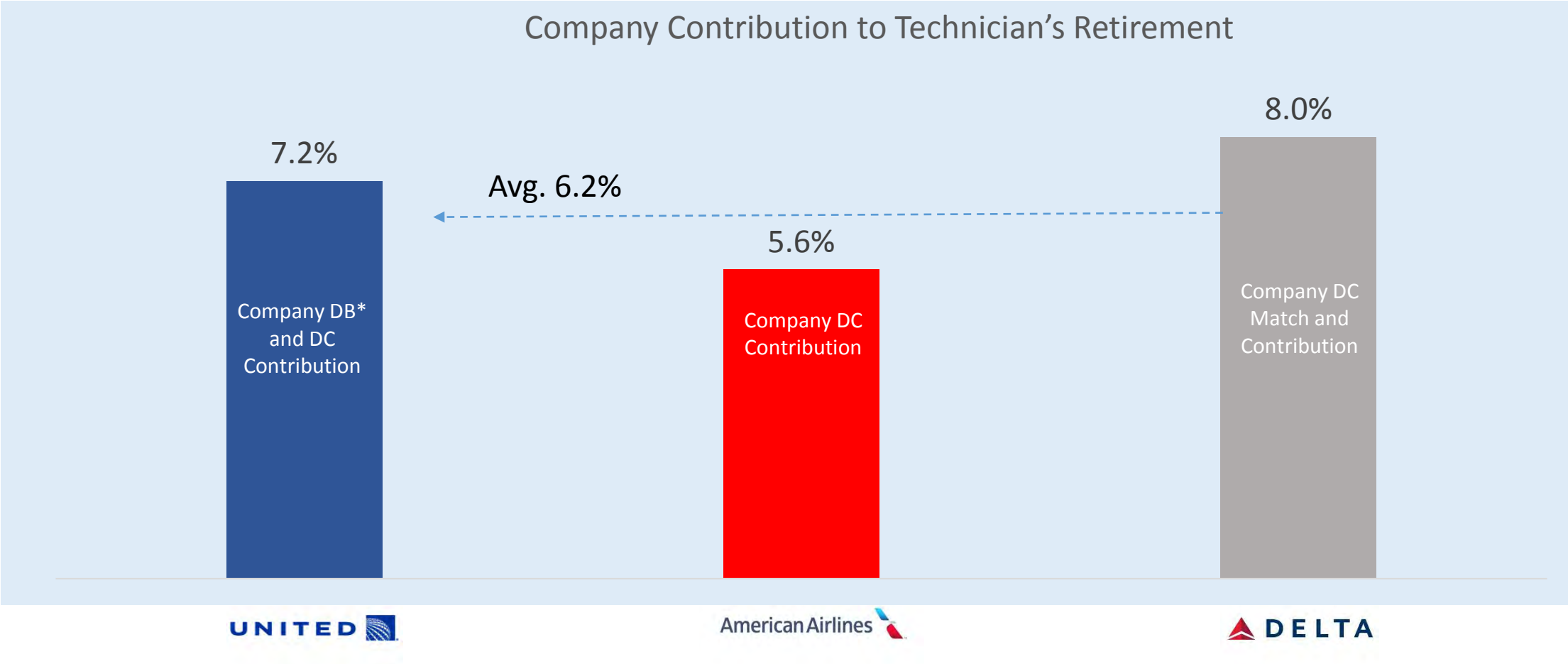


Note: AA examples used in reset for Vacation, Sick and Holiday hours are at higher of current AA or US until a new JCBA is ratified.

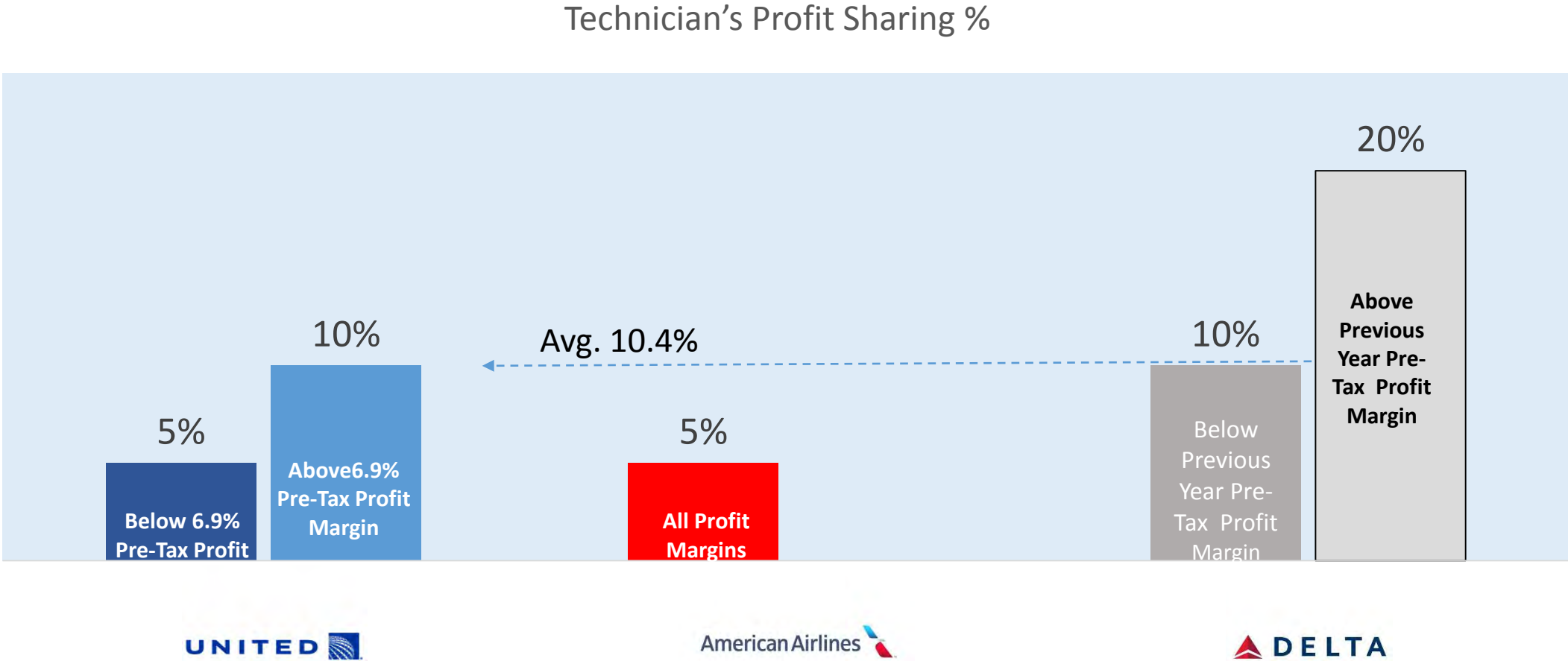
# Technician's Health Care Plan Cost Share



# Technician’s Retirement Contribution by Company



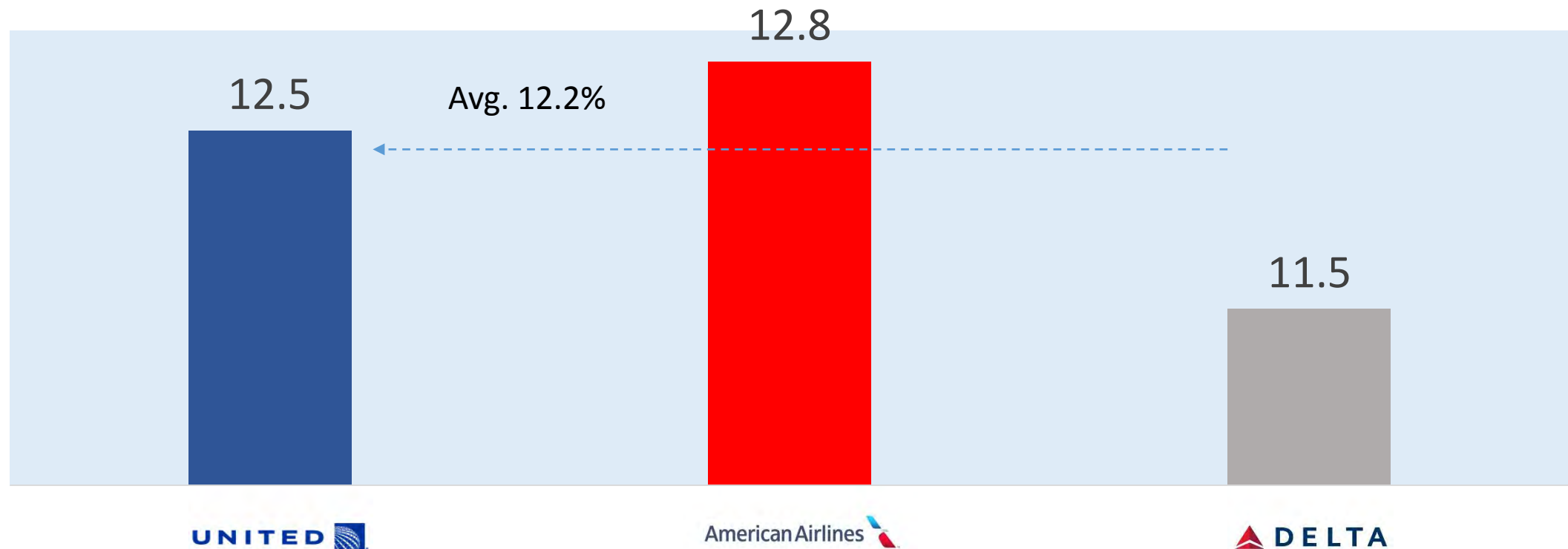
# Technician's Profit Sharing Percentage



Source: Contracts and Policy Manuals  
Note: Example using 2015 UA pre tax profits UA would have paid out 7.5% with under TA's new profit sharing formula, AA would be 5% and DL 15.7% (Avg. AA/DL 10.4%)

# Technician's Scope - Staffing Ratio per Aircraft

Ratio of Technicians to Active Mainline Aircraft\*



Source: US DOT Form 41 Data and SEC filings example from 2015 from employees in equivalent class and craft as UA

Note: Source data for each carrier must be source verified . Maximum adjustment is .5% with both AA and DL carrier data verified and .25% with only one AA or DL data verified

## LOA #29 - INDUSTRY RESET

December 5, 2016

Captain David Bourne  
Director, Airline Division  
International Brotherhood of Teamsters  
25 Louisiana Avenue, N.W.  
Washington, DC 20001

Dear Captain Bourne:

This letter will confirm our agreement that notwithstanding anything to the contrary in 2016-2022 Technicians and Related Agreement ("United-IBT Agreement"), if at the effective date of the United-IBT Agreement plus 24 Months, 48 months, on the amendable date and every 12 months after the amendable date provided no successor agreement has been reached, United Airlines, Inc.'s ("UAL") Annual Employee Wages and Benefits is not at least two percent (2%) higher than the average of American Airlines' and Delta Airlines' Wages and Benefits, then United's basic wages will be adjusted so that United's Wages and Benefits are two percent higher than said average.

### 1. Definitions.

- a. "Covered Classifications" means employee classifications covered by the United-IBT Agreement.
- b. "AA CBA" means the joint American Airlines ("AA") collective bargaining agreement(s) in effect as of the Measurement Date that govern(s) terms and conditions of employment of AA's class(es) or craft(s) of employees performing work equivalent to that performed by the Covered Classifications. If an equivalent AA classification is not covered by a CBA, then for that classification "AA CBA" shall mean the applicable AA policies governing Annual Wages and Benefits. If legacy American Airlines and legacy US Airways have not reached a joint collective bargaining agreement before the Measurement Date, the legacy US Airways collective bargaining agreement will be applied as the "AA CBA."
- c. "DL CBA" means the Delta Airlines ("DL") collective bargaining agreement(s) in effect as of the Measurement Date that

govern(s) terms and conditions of employment of DL's class(es) or craft(s) of DL employees performing work equivalent to that performed by the Covered Classifications. If an equivalent DL classification is not covered by a CBA, then for that classification "DL CBA" shall mean the applicable DL policies governing Annual Wages and Benefits.

- d. The first "Measurement Date" is the first day of the month that is 24 months after the effective date of this agreement. Subsequently, there will be a measurement date 48 months after the effective date of this agreement, followed by on the amendable date of the agreement and on the first day of the month following each 12 month anniversary of the amendable date. The parties shall meet to commence the process 6 months prior to the first Measurement Date.
- e. "Annual Employee Wages" is the average of the sum of the highest, hourly rate in each of the following categories for an A&P, line aircraft technician:
  - 1) basic wages
  - 2) license premiums
  - 3) line premium
  - 4) longevity premiums
  - 5) VEBA premium/contributions
  - 6) profit sharing

at the Measurement Date times 2080 hours. For example, if the respective rates are \$40.06, \$5.25, \$1.00, \$1.00 and \$1.20. The calculation is  $\$40.06 + \$5.25 + \$1.00 + \$1.00 + \$1.20 = \$48.51 \times 2080 = \$100,901$ .

- f. "Annual Employee Benefits" includes the following:
  - 1) retirement benefits including defined contribution retirement plans (top-of-scale), defined benefit retirement plans
  - 2) active medical plan cost share



- g. "Time off Adjustments" is the annual cost adjustment for the following:
  - 1) sick pay accrual (max of available accrual)
  - 2) vacation accrual
  - 3) holidays (including both fixed and floating)
- h. "Annual Wages and Benefits" is the sum of Annual Employee Wages, Annual Employee Benefits and Time-off Adjustment for 10, 20 and 30 years of service weighted 20 percent, 60 percent and 20 percent respectively.
- i. "Scope Adjustment" is a final adjustment based on the ratio of the number technicians and related crafts covered in the IBT CBA per mainline aircraft as follows:
  - 1) Number of Full Time Equivalent Employees (FTEs) in comparable positions performing aircraft maintenance covered in the United IBT CBA at each United, American and Delta (adjusted for FTEs dedicated to outside maintenance). The number of FTEs is then divided by the total number of mainline aircraft (owned or leased) as reported in the most recent SEC annual 10-K filing.
  - 2) The ratio of technicians (and related crafts) per aircraft for each carrier will be applied to the value calculated as the summary of "Annual Wages and Benefits" at each carrier, as described above, using the United ratio as the baseline to adjust the Annual Wages and Benefits values of AA and DL by the difference in staffing ratios versus UA
  - 3) This ratio will be applied to adjust UA Annual Wages and Benefits at 25 percent of full differential determined. Headcount information must be jointly verified and agreed to by both parties (UAL and IBT) to ensure that the equivalent classifications represented by IBT at United and other carriers (DL and AA) are represented in the analysis. If agreement cannot be reached on the validity of most current available representative headcount from either AA and/or DL then that carrier will be excluded from in the analysis. The Scope Adjustment

cannot cause a decrease or increase to United's adjusted rate by more than fifty basis points if two carriers are used in the analysis or twenty-five basis points if one carrier is used in the analysis.

- j. "Cost Model" is an economic model, based in MS Excel, which calculates Annual Employee Cost. The model is to be agreed upon by economic experts from the company and the union within two months after the date of ratification of UA's agreement as Exhibit "A". If an agreement is not reached within this timeframe, the matter may be submitted for expedited arbitration as provided in Article 1 G.
2. Adjustment Calculation. If the results of the analysis demonstrate that, as of the Measurement Date, UAL's Annual Wages and Benefits is less than 102 percent (102%) of the combined average of Annual Wages and Benefits under AA CBA and DL CBA, then UAL shall adjust basic wages effective at the beginning of the first pay period after each measurement date to be 102 percent of the combined average. If it is determined that a one-time adjustment will take place, any subsequent pay increases will not take place until such time that the rates in the original UA CBA exceed those rates in the adjusted scale. No adjustment covered in this letter of agreement can cause wage rates to decrease. All other scales in this agreement will also be adjusted so that the percentage difference between each scale and the technician scale remains the same. All lead position pay rates will be recalculated based on the 5% methodology outlined Appendix A.

The parties shall meet to review the Cost Model for the purposes of reaching an understanding of the adjustment analysis. In the event the parties are unable to reach an understanding relative to the adjustment analysis, the matter may be submitted for expedited arbitration as provided in Article 1 G.

Sincerely,

/s/ P. Douglas McKeen

P. Douglas McKeen  
SVP, Labor Relations  
United Continental Holdings, Inc.

/s/ Captain David Bourne

Captain David Bourne  
Director, Airline Division  
International Brotherhood  
of Teamsters

Agreed, this 5<sup>th</sup> day of December, 2016

Begin forwarded message:

**From:** "Reardon, Thomas - LR" [REDACTED]  
**Date:** December 15, 2020 at 13:28:45 EST  
**To:** "redacted UAL Mechanic,"

**Subject:** RE: Reset LOA 29

Dear redacted UAL Mechanic

Thanks for your inquiry. LOA 29 provides, among other things, that economic experts from the Company and the Union must agree on a costing model to calculate the industry reset. The parties agreed on the model within the parameters set out in the LOA and utilized the model for the 2018 and the 2020 industry reset calculations. Much of the data that the model utilizes, like the AA CBA, is publicly available. Some of the information is Company confidential and proprietary and can't be shared publicly. Additionally, the model itself and its operation is kept secure because its disclosure could put UA at a competitive disadvantage if our competitors were to have access to it. **For these reasons, the parties have agreed to maintain the confidentiality of the model.** As a result, unfortunately, I'm afraid we can't fulfill your request.

Thanks,

Tom

Thomas Reardon  
Managing Director, Labor Relations - Ground

United | Corporate Support Center | 233 S. Wacker Drive WHQLR 25th Floor | Chicago, IL 60606 Tel [REDACTED]  
[REDACTED]

[REDACTED] Original Message-----

From: Redacted UAL Mechanic  
Sent: Monday, December 7, 2020 9:07 AM  
To: Ross, Linda [REDACTED] Reardon, Thomas - LR [REDACTED]

Subject: Reset LOA 29

Ms.Ross & Mr.Reardon,

I would like to request a copy of the actual cost model,numbers,facts,data, etc... used in calculating our final result of our Industry Reset per LOA 29. I believe we have a right to have the facts and figures for the reset.

Redacted UAL Mechanic

Begin forwarded message:

**From:** Vinny Graziano [REDACTED] >  
**Date:** December 16, 2020 at 07:56:45 EST  
**To:** redacted UAL Mechanic  
**Subject:** Re: LOS 29 Reset

Dear Redacted

I forwarded your request for the “actual data used in calculating our final result of our Industry Reset per LOA 29” to the economist who worked on calculating the reset to learn what data we could share. He informed me that he is not in possession of the data you have requested. Although some of the data supporting the reset is publicly available, like the American Airlines Mechanics’ collective bargaining agreement, other components of the data are proprietary or confidential information that would give a competitive advantage to United Airlines’ competitors if they were to have access to it. As such, the IBT’s economic consultants who worked on the Reset calculations had to agree not to disclose that data, even to Teamsters officers and employees, and also had to agree to leave all of the data in United Airlines’ exclusive possession. None of it was shared directly with the International Brotherhood of Teamsters, none of it is in the IBT’s or its consultants’ possession, and we therefore cannot share it with you.

Wishing you and your family Happy Holidays!

Thanks,

Vinny Graziano

Sent from my iPhone

On Dec 3, 2020, at 9:21 AM, redacted UAL Mech wrote:

Mr.Graziano, I am an IBT member is good standing and like to request a copy of the actual data used in calculating our final result of our Industry Reset per LOA 29. Many mechanics in Chicago are inquiring about this matter. We know you used an actuary to figure this out, so we would like some transparency in this Reset.

Redacted UAL Mechanic

# SFO GRIEVANCE COMMITTEE

REPRESENTING MECHANICS AND RELATED AT UAL SFO

COORDINATOR/  
COMMITTEE  
CHAIR  
FRED WOOD

## Close out Letter

SECRETARY  
JOHN JOHNSON

(2021-986-SFO-UA-2)

CHIEF  
STEWARDS

Jim Seitz (115906)

DEBORAH WARD-  
CRUMMEY  
JET SHOP

The Grievance committee met on 01/13/21 and reviewed the companies answer to the 1<sup>st</sup> step Grievance (2021-986-SFO-UA-2).

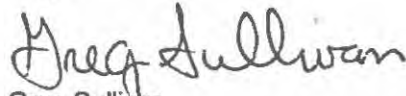
DALE MITCHELL  
OV/DOCKS

The Grievance will not be moved forward to the next step of the process outlined in Article 19 for lack of sufficient merit.

MAURICE  
MCDONALD  
BACK SHOPS

Regards

GREG SULLIVAN  
LINE/MM



Greg Sullivan

JOANNE ASING  
MPA

Chief Steward Line Area





# International Brotherhood of Teamsters

## Information of Complaint or Grievance



Before using this form, the Shop Steward and the Supervisor shall make an Earnest effort to resolve the issue satisfactorily. This form is to be completed by the member and the Shop Steward. The Supervisor shall then have three days to write a response. The Union, the Member, and the Company shall each get a completed copy.

**Part 1 - To be completed by Shop Steward and Employee:**

### Employee information:

Name: Jim Seltz File #: 115906 Station/Dept.: SFOMM

Seniority Date: November 6, 1989 Classification: Technician Days Off(Include Dates): RDO

Shop Steward: Ed Mattos Shift Start Time: 2045 Local Union# 986 LAX

Home Phone: \_\_\_\_\_ Cell Phone: 650-787-1110 Work Phone: 650-847-1324

Home Address: 33459 Caliban Drive

Clty: Fremont State: CA Zip Code: 94555

### Nature of Complaint:

Applicable Contract Provision(s) LOA #29 Article 1 Article 15 Article 16 but not limited to Date of Claimed Violation(s) 12/17/2020

Remedy Sought: Provide 2020 IBT Industry Reset Calculation information to the United Technician Membership and make whole.

Supervisor First Contacted:(Name) \_\_\_\_\_ Date of Contact: \_\_\_\_\_

Date of Supervisors Oral Answer: \_\_\_\_\_

### **Case Facts :**

(Give completed details including who, what, where, when, and why. Attach all records, forms, letters, or papers involved).

Proprietary Information, on or around December 17 United Airlines and the Teamsters Union refused to provide the Industry Reset Calculation to the United Technicians claiming the information in the 2020 Reset Calculation was now "proprietary" despite the fact that this information was public information in 2016.

The Union and the Company refuse to provide the calculation as outlined in the 2016 T/A Letter of Agreement and in statements and publications put out by the Teamsters Union. In 2016 and 2018 the Union stated this was publicly available information but now refuse to show the calculation for 1. Wages & Profit Sharing 2. Retirement & Medical 3. Vacation & Sicktime 4. Scope Adjustment.

In 2018 IBT advisor Cheiron Inc claimed the sum value of Non Pay items increased 360%. and stated that CARP pension funding costs increased significantly despite the fact that Company Contributions to CARP in 2018 were \$150 Million dollars less than 2016. CARP was 153% funded in 2016 and 171% funded in 2018 so why did the costs increase? United Technicians do not bear the cost to administer, fund or maintain the CARP pension plan. CARP Pension administration costs are not the responsibility of the United Technician. The CARP Pension, 401k and Profit Sharing are all ERISA plans the union and company refusal to provide United employees information on these plans is a violation ERISA laws.

Delta Technicians Pay and Profit Sharing for 2020 is equivalent to \$61.00 American Airlines Pay and Profit Sharing is equivalent to \$57.00 the average is \$59.00 plus 2% which is at least \$60.00 an hour. Delta Airlines 2019 Profit Sharing was 16.7% or \$8.50 per hour.



The union and the company now state this information is proprietary information and not even United Teamsters Officials know the calculation, only United Executives and Cheiron Actuaries.

Cheiron Inc was responsible for the 2018 and 2020 reset calculation. Cheiron Inc has been named in a Federal Investigation in the US District Court Southern District of New York Case # 88-civ-4486 involving Senior Teamster union officials and the rigging of VEBA healthcare bids. Some of these same union Officers and Representatives were involved in United Technician Negotiations.

I do not consent to the Union modifying or changing this grievance. I do not consent to allow the union to settle this grievance without my knowledge or consent which is a violation of my individual rights under the Railway Labor Act.

Remedy sought, provide calculation. The contract is between United employees and United Airlines not the Teamsters union.

Shop Steward Signature

12-29-20  
Date:

Employee's Signature

12-29-2020  
Date:

## Part II - To be completed by Supervisor

### Complaint Information

Name of Complainant Jim Seitz

Date Alleged Violation Occurred 12/17/2021?

Date Complaint Received 1/6/2021

Date Oral Answer Given to Shop Steward (Name) Greg Sullivan (Date) 1/13/2021

### Case Facts (Give all relevant facts and highlight important fact difference, if any, from Unions Position.)

The industry reset was calculated following discussions with the IBT International economics team. The subsequent results and outcome were agreed upon by the parties.

### Answer:

There has been no violation of the agreement. The grievance is denied.

Colin Botto

Supervisor Signature:

1/13/2021

Date:

Step 1 Grievance Filed: 1/4/2021

IBT Document: 2021-986-SFO-UA-2

This file generated 1/5/2021 8:14 AM ET

International Brotherhood of Teamsters

## Grievance Submittal

Employee Information

Name: James Seitz	File #: 115906	Station/Dept/Bld Area: SFOMM
Seniority: 11/6/1989	Classification: Aircraft Technician	Employee Status: Active
Shop Steward: G Sullivan (125054)	Shift Start Time:	Unit: Local 986
Home phone:	Cell phone: 650-787-1110	Work phone:
Home address: 33459 Caliban Drive		
City: Fremont	State: CA	ZIP: 94555

Nature of Grievance

Topic: 15: Compensation and all other applicable chapters of the United Airlines IBT CBA.

Violation: Article 15 - Compensation

Violation date 12/17/2020

Remedy: To be made whole. Provide 2020 IBT Industry Reset Calculation information to the United Technician Membership and Make Whole

Supervisor first contacted: Colin Botto

Date of oral answer: 1/4/2021

**Case facts:**

Proprietary Information, on or around December 17th United Airlines and the Teamsters Union refused to provide the Industry reset Calculation to the United Technicians claiming the information in the 2020 Rest Calculation was now "proprietary" despite the fact that this information was public information in 2016.

The Union and the company refuse to provide the calculation as outlined in 2016 T/A Letter of Agreement and in statements and publication put out by the Teamsters Union. In 2016 and 2018 the Union stated this was publicly available information but now refuse to show the calculation for 1. Wages & Profit Sharing 2. Retirement & Medical 3. Vacation & Sick time 4. Scope Adjustment.

In 2018 IBT advisor Cheiron Inc claimed that the sum value of Non Pay items increased 360 %. and stated that the CARP pension funding costs increased significantly despite the fact that Company Contributions to CARP in 2018 were \$150 Million dollars less than 2016. CARP was 153% funded in 2016 and 171% funded in 2018 so why did the costs increase ? United Airlines Technicians do not bear the cost to the administrator, fund or maintain the CARP pension plan. CARP Pension administration costs are not the responsibility of United Technician. The CARP Pension, 401k and Profit sharing are all ERISA plans the union and the company refusal to provide United Technician employees information on these plans is a violation of ERISA laws.

Delta Technicians Pay and Profit sharing for 2020 is equivalent to 61.00 and hour. American Airlines Pay and Profit Sharing is equivalent to 57.00 the average is 59.00 plus 2 % which is at least 60.00 an hour. Delta Airlines Profit Sharing 16.7 % or 8.50 an hour.

The Union and Company now state this information is proprietary information and not even Teamster Officials know the calculation , only United Executives and Cheiron Actuaries .

Cheiron Inc was responsible for the 2018 and 2020 reset calculation. Cheiron Inc has been named in a Federal Investigation in the US District Court Southern District of New York case # 88-civ-4486 involving Senior Teamster union officials and rigging of VEBA healthcare bids. Some of these union Officers and Representatives were involved in the United Technicians Negotiations.

I do not consent to the Union modifying or changing the this grievance. I do not consent to allow the union to settle this grievance without my knowledge or consent which is a violation of my individual rights under the Railway Labor Act. Remedy sought , provide calculation. The contract is between United employees and United Airlines not the Teamsters union.



I certify that to the best of my knowledge, the above statement is true. I hereby authorize the Union to settle my grievance as they deem proper, and I agree to accept and be bound by the settlement agreed to by the Union or its designees.

Declines to sign <sup>EM</sup>

Signature of Grievant

1/6/21  
Date

Greg Sullivan  
Signature of Shop Steward/  
Chief Steward/Union Representative

Greg Sullivan  
Print Name of Shop Steward/  
Chief Steward/Union Representative

1/6/21  
Date

\_\_\_\_\_  
Print Name of Supervisor

\_\_\_\_\_  
Signature of Supervisor  
(Acknowledgment of receipt only)

\_\_\_\_\_  
Date

# SFO GRIEVANCE COMMITTEE

REPRESENTING MECHANICS AND RELATED AT UAL SFO

## Close out Letter

(2020-986-SFO-UA-142)

(Draft)

COORDINATOR/  
COMMITTEE  
CHAIR  
FRED WOOD

SECRETARY  
JOHN JOHNSON

CHIEF  
STEWARDS

DEBORAH WARD-  
CRUMMEY  
JET SHOP

Jim Seitz (115906)

DALE MITCHELL  
OV/DOCKS

The Grievance Committee met on 01/27/21 and reviewed the companies answer to the 1<sup>st</sup> step Grievance (2020-986-SFO-UA-142).

MAURICE  
MCDONALD  
BACK SHOPS

The Grievance will be closed out for lack of sufficient merit.

GREG SULLIVAN  
LINE/MM



JOANNE ASING  
MPA

Greg Sullivan

Chief Steward Line Area

Step 2 Grievance Filed: 1/6/2021

IBT Document: 2020-986-SFO-UA-142

This file generated 1/6/2021 3:01 PM ET



International Brotherhood of Teamsters

**Grievance Submittal**



Employee Information

<b>Name:</b> James Seitz	<b>File #:</b> 115906	<b>Station/Dept/Bid Area:</b> SFOMM
<b>Seniority:</b> 11/6/1989	<b>Classification:</b> Aircraft Technician	<b>Employee Status:</b> Active
<b>Shop Steward:</b> G Sullivan (125054)	<b>Shift Start Time:</b> Mid	<b>Unit:</b> Local 986
<b>Home phone:</b>	<b>Cell phone:</b> 650-787-1110	<b>Work phone:</b>
<b>Home address:</b> 33459 Caliban Drive		
<b>City:</b> Fremont	<b>State:</b> CA	<b>ZIP:</b> 94555

Nature of Grievance

**Topic:** 15: - Appx. A Wage Scales and all other applicable chapters of the United Airlines IBT CBA (Article 15, 16 and LOA29)

**Violation:** Article 15 -- Appx. A Wage Scales

**Violation date:** 12/6/2020

**Remedy:** To be made whole. Make Whole

**Supervisor first contacted:** Colin Botto

**Date of oral answer:** 12/14/2020

**Case facts:**

The Company and the Union failed to follow the industry Reset language in LOA #29 and other contract provisions including but not limited to Article 15 compensation and Article 16 Benefits.

Delta Technician's Pay and Profit sharing for 2020 is equivalent to \$60.80 American Airlines pay and Profit Sharing is equivalent to \$56.80 the average is \$58.80 plus 2% which is \$59.97

I certify that to the best of my knowledge, the above statement is true. I hereby authorize the Union to settle my grievance as they deem proper, and I agree to accept and be bound by the settlement agreed to by the Union or its designees.

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Date

Greg Sullivan  
\_\_\_\_\_  
Signature of Chief Steward/  
Union Representative

Greg Sullivan  
\_\_\_\_\_  
Print Name of Chief Steward/  
Union Representative

1/6/21  
\_\_\_\_\_  
Date





# International Brotherhood of Teamsters

## Information of Complaint or Grievance



Before using this form, the Shop Steward and the Supervisor shall make an Earnest effort to resolve the issue satisfactorily. This form is to be completed by the member and the Shop Steward. The Supervisor shall then have three days to write a response. The Union, the Member, and the Company shall each get a completed copy.

**Part 1 - To be completed by Shop Steward and Employee:**

### Employee information:

Name: Jim Seitz File #: 115906 Station/Dept.: SFOMM

Seniority Date: Nov 6 89 Classification: Mechanic Days Off(Include Dates): RDO

Shop Steward: \_\_\_\_\_ Shift Start Time: 2045 Local Union# 986

Home Phone: \_\_\_\_\_ Cell Phone: 650-787-1110 Work Phone: \_\_\_\_\_

Home Address: 33459 Caliban Drive

City: Fremont State: CA Zip Code: 94555

### Nature of Complaint:

Applicable Contract Provision(s) LOA #29 Industry Reset Article 15 Article 16 Date of Claimed Violation(s) 12/6/2020

Remedy Sought: Make whole

Supervisor First Contacted:(Name) Mike Hulett Date of Contact: 12/14/20

Date of Supervisors Oral Answer: \_\_\_\_\_

### Case Facts :

(Give completed details including who, what, where, when, and why. Attach all records, forms, letters, or papers involved).

The Company and the Union failed to follow the Industry Reset language in LOA #29 and other contract provisions including but not limited to Article 15 Compensation and Article 16 Benefits.

Delta Technicians Pay and Profit Sharing for 2020 is equivalent to \$60.80 American Airlines Pay and Profit Sharing is equivalent to \$56.80 the average is \$58.80 plus 2% which is \$59.97.



12-14-20  
Date:

## Name of Complainant

Date Complaint Received

(Date)

**Answer:**

Date: \_\_\_\_\_

[REDACTED]

---

**From:** Jim Seitz [REDACTED]  
**Sent:** Wednesday, February 10, 2021 11:47 PM  
**To:** Jim Seitz  
**Subject:** Fwd: 2020-986-SFO-UA-142 (Seitz) Close Out Letter (Updated)

Begin forwarded message:

**From:** Greg Sullivan [REDACTED]  
**Date:** February 10, 2021 at 11:43:31 AM PST  
**To:** Jim Seitz [REDACTED]  
**Cc:** Greg Sullivan [REDACTED] John Johnson [REDACTED]  
**Subject:** RE: 2020-986-SFO-UA-142 (Seitz) Close Out Letter (Updated)

Jim,

To answer the question about reinstating the grievances, your grievance (reference grievance # below) is at Step 2 after an internal review of our process here at SFO. The Company is not involved.

So, to make sure we have a clear understanding, do you concur with the decision to move your grievances (reference grievance # below) to Step 2 or do you object ?

Regards

Greg

Reference : (2020-986-SFO-UA-142), (2021-986-SFO-UA-2) , (2021-986-SFO-UA-5)

---

**From:** Jim Seitz [REDACTED]  
**Sent:** Tuesday, February 9, 2021 6:07 AM  
**To:** Greg Sullivan [REDACTED]  
**Subject:** Re: 2020-986-SFO-UA-142 (Seitz) Close Out Letter (Updated)

Greg I received an email last week from Johnson that all the grievances that were closed out by the union are now open and going to the second step.

Could you please explain to me what part of the grievance procedure in the CBA was followed and who on the company side was involved in this process.

Why did the committee kill the grievances and then decided to do this?

Is the company involved in this as well and who would that be?

I'll be in tomorrow morning and Thursday morning.

I would like to get some clarification on what is going on.

Thanks Jim

On Feb 3, 2021, at 10:49 AM, Jim Seitz [REDACTED] wrote:

Greg you stated earlier that this grievance was at second step and scheduled for a hearing on the 26th.

What happened?

Why again did the grievance committee deny the grievance?

Could someone on the IBT grievance committee provide me with the hourly cost value of CARP for a United Technician for the 2020 calculation?

CARP is a ERISA covered plan so there must be some Federal Reporting requirements or reports that are filed on the plan value or cost.

I want to move this grievance to the 3rd step.

What do I need to do?

Thank you

Jim Seitz

On Feb 2, 2021, at 2:19 PM, Greg Sullivan [REDACTED] wrote:

Jim,

Please review the attachments of the Grievance and the (Updated) Close Out Letter.

A printed copy will be provided upon your request.

Best Regards

Greg

<2020-986-SFO-UA-142 (Seitz) Close Out Letter (Updated).pdf>

<Jim Seitz 1st step grievance signed (2020-986-SFO-UA-142) (2)  
page1.pdf>

<Jim Seitz 1st step grievance signed (2020-986-SFO-UA-142) (2)  
page2.pdf>



### FIRST - PROCEDURAL QUESTIONS

I want to discuss the procedural actions that led us here. It is imperative because this may not even be a legitimate hearing. I am concerned you are just stalling me out to subvert my rights under the RLA, to make sure six-months goes by before I go to court. The law says if a grievance is closed / final and there is no process in the CBA to reopen it, then court is the proper place to be heard. So, with that:

1. What was the internal union process reopening these grievances?
2. Who took part in this internal process?
3. What was uncovered in this internal union process?
4. When / How was this internal Union process conducted? Was it Local or National AD?  
(Closeout letters issued 02/02 and then reopened on 02/04 so . . . )

5. Did United participate / agree? If not, how can you reopen it because they have already provided their answer? Again, no process in CBA for this at all.

6. On what provision of the CBA are you basing these decisions?

Please explain why the past practices and customs are not considered or acknowledged related to my grievance, specifically, the fact that the "numbers" I am requesting have been provided to me in both 2016 and 2018 with elaborate detail. None of this was considered, remarked upon, or explained.

Please explain to me when and how the contract was changed to create this new grievance process you have applied to my grievance. The contract language is clear regardless of whether you are using an electronic process or a paper process. You cannot arbitrarily add or subtract language to the contract now because you do not want to comply with the process. In the four years the contract has been in place the grievance process has never been carried out in this way.

Please explain to me what the union deliberated about and based its decision on. You have only attached what the company said. Is this part of the new process also? The union adopts the company position without any deliberation? Did the union even counter the company position at all with the fact that these numbers are given to the members and must be given to the

members to ensure the contract is being followed? This is not unreasonable. Essentially, what you are saying is the same as the company just giving me a pay check but refusing to give me the paycheck stub with the information as to the hours worked, the rate of pay, and any deductions to justify why they are paying me what they are paying me. I have a right to know what they based the reset adjustment on in order to verify that the company has complied with the contract.

[REDACTED]

---

**From:** Jim Seitz [REDACTED]  
**To:** Jim Seitz  
**Subject:** Fwd: Status

Begin forwarded message:

**From:** Jim Seitz [REDACTED]  
**Date:** March 22, 2021 at 10:31:48 AM PDT  
**To:** Greg Sullivan [REDACTED]  
**Subject:** Re: Status

Thanks Greg the deadline to appeal to SBA is fast approaching, is the union going to move both grievances forward? Have you filed the appeal yet?  
If not instruct the company I want to move my grievances forward on my own without the union.

Thanks Jim

On Mar 17, 2021, at 12:09 PM, Greg Sullivan [REDACTED] wrote:

Jim, all documents you provided have been received by the company. The Union is currently reviewing the Companies Decision and Conclusion.

Regards

Greg

-----Original Message-----

**From:** Jim Seitz [REDACTED]  
**Sent:** Wednesday, March 17, 2021 4:24 AM  
**To:** Greg Sullivan [REDACTED]  
**Subject:** Status

Greg just checking in on my grievances I plan on moving these grievances forward and I wanted to talk to you about the RIF grievance

I sent in a list of the 104s who were held in SFOOV and I didn't see that sent to the company I sent another file an example of the list we want that shows where everyone bumped and who they bumped that was a 2008 IBT furlough.

Anyway the force majeure clause doesn't apply to bid area elimination and it looks like the company used the RIF to restructure SFO

I'll be back at work Sunday night if you want to meet and discuss these grievances

Thanks Jim

[REDACTED]

---

**From:** [REDACTED]  
**Sent:** Tuesday, March 23, 2021 12:44 PM  
**To:** Jim Seitz  
**Subject:** Fwd: 2021-986-SFO-UA-2 (Seitz ETAL) and 2021-986-SFO-UA-5 (Seitz) Close Out Letters (FINAL)  
**Attachments:** 2021-986-SFO-UA-2 Company Response.pdf; Untitled attachment 00003.html; 2021-986-SFO-UA-5 Company Response.pdf; Untitled attachment 00006.html; 2021-986-SFO-UA-2 (Seitz ETAL) Close Out Letter.pdf; Untitled attachment 00009.html; 2021-986-SFO-UA-5 (Seitz) Close Out Letter.pdf; Untitled attachment 00012.html

Begin forwarded message:

**From:** Greg Sullivan [REDACTED]  
**Date:** March 23, 2021 at 7:12:21 AM PDT  
**To:** [REDACTED]  
**Cc:** Greg Sullivan [REDACTED] John Johnson [REDACTED] Fred Wood [REDACTED] Maurice McDonald [REDACTED]  
**Subject:** 2021-986-SFO-UA-2 (Seitz ETAL) and 2021-986-SFO-UA-5 (Seitz) Close Out Letters (FINAL)

Jim,

I have attached the Close Out Letters for your review.

The decision by the Union to close out these grievances is final. Article 19.B.6 does not provide an avenue for you to move the grievances forward on your own.

Best Regards

Greg



(202) 692-5000

**NATIONAL MEDIATION BOARD**  
WASHINGTON, D.C. 20572

April 29, 2021

**VIA EMAIL**

---

Re: Freedom of Information Act Request  
FOIA File No. F-1784

Dear [REDACTED]

This is in response to your correspondence dated April 19, 2021, filed pursuant to the Freedom of Information Act (FOIA), in which you request the following document:

“[A] copy of the economic Industry Reset Model contained in Letter of Agreement #29, which is part of the 2016-2022 collective bargaining agreement entered into between United Airlines, Inc. and the Technicians and other related employees, ratified on or about December 5, 2016, also known as the Joint Collective Bargaining Agreement Between United Airlines, Inc. and the Airline Technicians and Related Employees and Flight Simulator Technicians and Related Employees in the Service of United Airlines as Represented by the International Brotherhood of Teamsters, be provided.”

Your request was received on April 19, 2021, and assigned as NMB FOIA File Number F-1784.

There agency is not in possession of the document you are seeking.

You may contact our FOIA Public Liaison, John S.F. Gross at 202-692-5067 for any further assistance and to discuss any aspect of your request. Additionally, you may contact the Office of Government Information Services (OGIS) at the NARA to inquire about the FOIA mediation services they offer. The contact information for OGIS is as follows: Office of Government Information Services, National Archives and Records Administration, 8601 Adelphi Road-OGIS, College Park, Maryland 20740-6001, e-mail at [ogis@nara.gov](mailto:ogis@nara.gov); telephone at 202-741- 5770; toll free at 1-877-684-6448; or facsimile at 202-741-5769.

If you are not satisfied with the response to this request, you may administratively appeal this decision by writing to Kyle Fortson, Chairman, National Mediation Board, 1301 K Street, NW, Suite 250 E, Washington, DC 20005 or [legal@nmb.gov](mailto:legal@nmb.gov). Your appeal must be postmarked or electronically transmitted within 90 days of the date of the response to your request.

Sincerely,

A handwritten signature in black ink, appearing to read "Maria-Kate Dowling". The signature is fluid and cursive, with the first name "Maria" and last name "Dowling" being the most legible parts.

Maria-Kate Dowling  
Acting General Counsel





## SFOMM Technical Operations

IBT Greg Sullivan  
IBT Fred Wood  
IBT John Johnson  
IBT Maurice McDonald  
IBT Ed Mattos  
IBT Joshua Ramundo  
IBT Manny Ortiz  
IBT Jim Seitz  
SFOMM Colin Botto

March 10, 2021

### 2021-986-SFO-UA-2 Second Step Grievance Meeting

On March 4th a second step grievance meeting was held to review James Seltz second step grievance 2021-986-SFO-UA-2. He had filed a first step grievance on December 29, 2020 claiming that United and the IBT have not provided the industry reset calculation information to him, the grievance was denied.

#### The Grievant position:

The grievant position is that the numbers used to calculate the industry reset and the details of the "Cost Model" need to be provided to him, the industry reset pay rates are not correct and LOA 29 was not followed.

#### The Company position:

As made clear in the letter Hansen/Graziano letter the Company and the IBT International agreed to the results of the reset Cost Model calculations in accordance with LOA 29. Additionally, there is no language in the agreement requiring the Company or the IBT to provide the details of the Cost Model.

#### Decision:

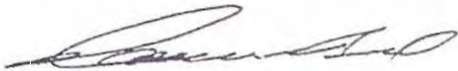
The industry reset was conducted in accordance with LOA 29, the Company and IBT International agreed to and confirmed the results as was expressed in the

*Exhibit #12 No Obligation to show Cost Model to Employees*

Hansen/Graziano letter. There is no contractual obligation to provide the details of the Cost Model.

The second step grievance is respectfully denied.

Regards

A handwritten signature in black ink, appearing to read "Andy Boots", written in a cursive style.

Andy Boots  
SFO Tech Ops Senior Manager