

The Teamsters theft of UAL CARP Benefits Review

In July of 2017 UAL Plant Maintenance Technicians and UAL Line Mechanics joined together to fight for the CARP Pension rights for ALL United Technicians. As our attorney affirmed in the <u>letter sent to the Teamsters</u> Legal Counsel in July; The Teamsters union has violated the statutory rights of the grievant by denying him the right to proceed to arbitration. This RLA right been upheld in many other cases that we cited in our letter. This is what your dues should be used for, to defend the rights of the United Technicians.

Ed Gleason the IBT attorney cites his reasons for denying the grievance. We will counter those faulty opinions with documented facts. Why pay for IBT Legal Counsel that won't defend our contract rights?

- 1. Ed Gleason stated; LOA 17 Was Not triggered By the Merger. This is false SEC filings of 2010; UAL assumes responsibility for CAL Pension Liabilities. (2010 10k Report) The LOA that states if United ever "Maintains a defined Benefit Plan" (this language was deliberately put in for a merger). (LOA 05-3M Section 5 Para d) Furthermore, LOA 26-1 in the CAL Technicians CBA clearly states the Company shall "Maintain" CARP.
- 2. Ed Gleason stated CARP is not a Single Employer Defined Benefit Plan???? He is wrong. The Summary Plan Description and other Legal filings as a Single Employer plan (CARP Plan Description) including statements by the Teamsters union itself (IBT 2013 Statement)
- 3. The IBT states LOA 17 only applied to a pre-merger United. They are Wrong
 Anyone familiar with the Railway Labor Act would know Article III Status of Agreement protects
 the CBA. The Teamsters also told the guys at American Airlines their contract wouldn't change
 because of a merger (IBT AMR Merger flier) So the question is, who is this guy lying to?
- **4.** Ed Gleason states LOA 17 was not meant by the negotiators to apply to a merger situation. False. The UAL 2005 Techs who negotiated the LOA know the intent of the word 'Maintain" was used in the context of a merger. We met several times with UAL during bankruptcy over possible mergers.
- 5. IBT states An Arbitrator Likely Would Conclude That the Grievance Is Untimely. This is False
 The LOA contains an Amendment waiver to timeliness. (LOA 05-3M Section 13 Amendments Waiver)

ALTA supporters are prepared to move this Arbitration case for ward and fight for UAL Technicians.

UAL Plant Maintenance Technicians and UAL Line Mechanics joined together to fight for the rights of ALL United Technicians. (Link to UAL grievant letter to IBT Legal) Sign an ALTA card and stand with the Technicians who will fight for your CARP Benefits.

The United ALTA Organizing Committees IAH ORD SEO DEN EWR IAD LAX MCO