



Negotiations & You

Call To Action



Fall 2009

November 18, 2009

Ladies and Gentlemen:

In less than 50 days our community of Flight Attendants will confront the sobering reality of working under our current concessionary Contract beyond our amendable date of January 7, 2010. It is clear that management has no intention of reaching a new Contract by that date, unless we agree to their concessionary proposals.

To date, very limited progress has been made in our Negotiations, even since entering federal mediation in August. As we have previously reported, the first jointly mediated session in our Section 6 Negotiations took place the week of October 26, 2009 and concluded without any new tentative agreements. Nevertheless, we remain committed to working with the mediators and welcome their involvement in facilitating the discussions at the negotiating table.

We are now at a point in these Section 6 Negotiations where we must unequivocally conclude that management expects us to work harder – for less. We have seen what they are willing to “give” in these negotiations. What management is willing to “give” is contained within their proposals. Contrast that with what we seek to “take” from these negotiations. What we seek to “take” from these negotiations is contained in our proposals.

Moving forward, it will take increased efforts to break the cycle of concessions and change the current dynamic in our negotiations. As we continue to execute against our strategic Negotiating and Strike Preparedness Plans, the importance of supporting our Negotiating Committee increases on a daily basis as we heed the call to action and escalate our Contract Campaign. From this point forward, active involvement from everyone takes on increasing importance in our endeavor to achieve our collective goals. Our ongoing Power and Action Seminars: Strike Preparedness Trainings are an important component and will help us to be prepared in the event these negotiations conclude in self help. However, we must not solely focus on that potential outcome since there is so much more underway designed to foster our goals and influence the outcome of our negotiations.

In addition to preparing for Strike activities, the current situation dictates the escalation of actions and activities that require increased participation by all of us in the negotiating process. By harnessing our energy, inventiveness, intelligence and collective power we will focus our actions on non-economic tactics that can be used prior to the expiration of a 30-day cooling-off period. Therefore, we have directed our Negotiations Support and Membership Engagement Committees to institute the preparations necessary to deploy up to 500 FANN activists at locations around the world to protest the delay tactics of management on January 7, 2010. Remember, the Railway Labor Act prohibits us from taking concerted actions aimed at inflicting economic harm on United, such as a Strike or other forms of work action until after the 30-day cooling-off period.

As we move further into taking action in support of our goals we will begin picketing, leafleting and conducting rallies to demonstrate our resolve to a successful outcome of our negotiations. Our comprehensive Contract Campaign is a unique, bold and ambitious undertaking that will escalate in the days and weeks ahead. The goals we have outlined are achievable, reasonable and affordable by United Airlines. Never before, have we or any other Union begun negotiations preparations so far in advance and we are executing against our Strategic Plan with precision. It will take continued discipline and spirited front line action to win. Without a doubt, the creative tactics and the dedicated front line activists who make up our FANN are moving us forward in support of our goals. Together we will demonstrate our capacity to act and that we are fully prepared to fight. Whatever It Takes!

In Solidarity,

Greg Davidowitch, President
United Master Executive Council

Association of Flight Attendants-CWA, AFL-CIO

United Master Executive Council



www.unitedafa.org



Negotiations-to-Date



We are now in the Action phase of our Contract Campaign. The proposals of United management and the stall tactics they have continually brought to the negotiating table make it abundantly clear they do not intend to simply “give” us the Contractual improvements that reflect the sacrifices we have made and the pay, benefits and work rules that reflect our daily contributions to United Airlines. We know what they are willing to “give,” this is detailed in the Comparison of AFA and United Proposals. The fact is we are going to have to fight for every improvement contained in our Opening Proposal. By building pressure on management, we have the ability to change the dynamics of our Negotiations through picketing, leafleting, rallies and other Contract Campaign events.

Negotiations-to-Date	
<i>Exchange of Openers</i>	April 6, 2009
<i>Joint Petition for Mediation</i>	August 7, 2009
<i>Total Direct Negotiations Sessions Held</i> (including joint mediation)	18
<i>Joint Mediation Negotiation Sessions Held</i>	2
<i>Closed Sections</i> (T.A. Reached)	6
<i>Open Sections</i> (No T.A. Reached)	27
<i>Months in Section 6 Negotiations</i>	8
<i>Total Days of Face to Face Negotiations</i>	47

“The goals we have outlined are achievable, reasonable and affordable by United Airlines.”

Closed Sections (Tentative Agreement Reached)

Each Section of the Contract will achieve a "T.A." or "tentative agreement" between the parties prior to a final agreement. Sections tentatively agreed (T.A.) upon are not final until a final agreement has been reached.

Section 14	Temporary Duty Assignment
Section 20	Physical Examinations
Section 25	Personnel File
Section 28	Missing, Internment, Prisoner of War Benefits
Section 29	Worker's Compensation Benefits
Section 32	Savings Clause



Open Sections (No Tentative Agreement Reached)

Section 1	Recognition
Section 2	Definitions
Section 3	Union Activity
Section 4	General
Section 5	Compensation
Section 6	Expenses, Transportation & Lodging
Section 7	Hours of Service & Contractual Legalities
Section 8	Minimum Pay and Credit
Section 9	Flight Assignments & Scheduling Procedures
Section 10	Reserve Scheduling Procedures
Section 11	Deadheading
Section 12	International
Section 13	Military Airlift Command
Section 15	Training and Meetings
Section 16	Uniforms
Section 17	Seniority
Section 18	Vacations
Section 19	Sick Leave
Section 21	Reduction in Personnel
Section 22	Filling of Vacancies
Section 23	Leaves of Absence
Section 24	Moving Expenses
Section 26	Grievance Procedures
Section 27	System Board of Adjustment
Section 30	Union Security
Section 31	Safety and Health and Security
Section 33	Benefits
Section 34	Retirement
Section 35	Duration & Letters of Agreement

Building Momentum



AFA and United in Mediation

AFA and United are currently in Mediation. A provision in our 2005-2010 Agreement provides for both parties to jointly petition the National Mediation Board (NMB) for assistance, which we did on August 7, 2009. Our Contract required Negotiations for a new Agreement to begin nine months early and continue to progress with this joint filing to the NMB in support of reaching a new Agreement as soon as possible. Our Contract becomes amendable in less than 2 months, on January 7, 2010 and we are focused on achieving an On-Time Agreement with improvements to pay, healthcare, work rules and retirement security; the issues you determined were necessary and a priority when we created our Opening Proposal.

In September, the AFA Negotiating Committee met with our assigned mediators and reviewed the status of Negotiations. United management met with them independently shortly thereafter. Since beginning Mediation, AFA and United have met in two joint Mediation sessions the week of October 26 and November 16, 2009. We continue to be available to meet 24 hours a day, 7 days a week; however United has only been willing to meet with the mediator present. It is clear that management is not currently interested in an On-Time Agreement, unless we agree to their concessionary proposals.

NMB Assigned Mediators

The National Mediation Board (NMB) has assigned mediator John Livingood to our case. Mr. Livingood joined the NMB in April, 2000, as a mediator, working on both airline and railroad cases. Prior to joining the Board Mr. Livingood had over 19 years of experience in Labor Relations in the rail industry, and over 3 years of experience in private practice as a mediator and arbitrator. Our mediator, John Livingood, is in charge of scheduling all mediated sessions, dates and locations and currently oversees Mediation for 10 other properties.

In addition to Mr. Livingood, the NMB has assigned Patricia Sims as a senior mediator and coordinator to our case. Ms. Sims will be responsible for our Negotiations, as well as ALPA and IAM negotiations. Ms. Sims joined the NMB in November, 1997 as a mediator. Currently, she serves the Board as a senior mediator, responsible for the supervision of half of the mediator corps and the administration of mediation cases in the airline and railroad industries. She also remains active as a mediator in airline and railroad cases and as a trainer and facilitator in Alternative Dispute Resolution cases. Prior to joining the NMB, Ms. Sims was president of Conflict Management Systems, where she offered mediation services, facilitation, interest-based training and dispute systems design. She is a certified mediator with the Supreme Court of Virginia and received her mediation training at Harvard Law School and the private Adjudication Center affiliated with Duke University School of Law. Ms Sims' background encompasses extensive labor-management experience derived from 12 years in the airline industry. Of special note, she held full time Union positions with the Association of Flight Attendants from 1989 to 1995.

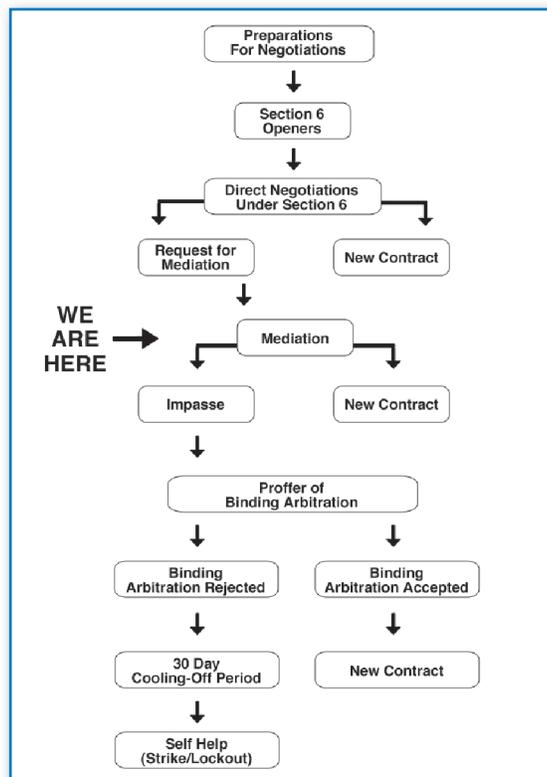
These individuals are professionals in the art of Negotiations and well versed in Negotiations under the Railway Labor Act. However, they will not be the ones who determine the success of achieving improvements to our Contract. As we've discussed many times, this will be largely contingent upon your participation in the process. Our efforts will be the deciding factor that influences the outcome of achieving an Agreement.

The Role of the Mediator

The purpose of mediation, as dictated by the RLA is to foster the prompt and orderly resolution of Collective Bargaining disputes. As evidenced by the very divergent proposals by the Union and company we clearly have a dispute over the future terms of our Contract that affect our Pay, Benefits and Quality of Life.

Mediation may be thought of as "assisted negotiation." The mediator has an equal and balanced responsibility to assist in these Negotiations and cannot favor the interests of any one party over the other, nor should the mediator favor a particular result in the Mediation. The mediator helps clarify issues, consider options in an attempt to reach a workable settlement. In short, the mediator's role is to ensure parties reach agreements in a voluntarily and informed manner within the context of the Railway Labor Act's mandate that imposes a duty on the parties "to make and maintain agreements...and to settle all disputes...to avoid any interruption to commerce or to the operation of any carrier ..."

Keep in mind that while Federal Mediation brings us and the company's representatives together, in an attempt to resolve our collective bargaining dispute, the neutral third person only assists us in our efforts to reach a voluntary agreement. The National Mediation Board, and by extension the mediators who are assigned to our Section 6 Negotiations, have no authority to impose an Agreement on us or to dictate the terms of a new Collective Bargaining Agreement. While we continue to work with the mediators assigned to our Negotiations, it will only be through demonstrating our capacity to act that we will be successful in achieving an Industry Leading On-Time Agreement.



Status of Negotiations – in Mediation

November 18, 2009

On April 6, 2009 we presented a 148-page Opening Proposal of the Contractual improvements you determined were our priorities through Member negotiations surveys, discussions at the Roadshow in the fall of 2008, feedback to your Local Council and direct interaction with our Negotiating Committee. On the same day management presented a 4-page letter of generalities with concessionary verbiage in reference to pay, healthcare, work rules, job security and quality of work life.

After 29 weeks of negotiations we continue to receive bits of management’s proposal piecemeal. We have completed a review of 34 of 35 Sections of our Collective Bargaining Agreement. The following is a summary reminder of our proposal set in contrast to the proposals made by management. Keep in mind this is just a summary, and may not include full review of our collective goals as contained in our 148-page Opening Proposal. View our Opening Proposal document and video anytime at www.unitedafa.org/contract/negotiations.

As of today there have been 18 sessions over the course of our Negotiations, only 6 Sections have been closed in Tentative Agreements; 5 of which have been book. United has been steadfast in their determination to negotiate Section by Section, paragraph by paragraph. All company proposals are concessionary, management continues to pick and choose the lowest standards as benchmarks from other carriers.

Each Section of the Contract will achieve a “T.A.” or “tentative agreement” between the parties prior to a final agreement. Sections tentatively agreed (T.A.) upon are not final until a final agreement has been reached.

Red = Updated changes from August 11, 2009

Book = Current Contract

Section 1 – Recognition		Section 2 – Definitions	
AFA <ul style="list-style-type: none"> • Book 	United Management <ul style="list-style-type: none"> • Other employees or vendors to perform Flight Attendants’ work 	AFA <ul style="list-style-type: none"> • Increase holidays • Same day reassignment (“fake 3-day” fix) 	United Management <ul style="list-style-type: none"> • Decrease holidays • CRAF, MAC, Hawaii, Caribbean, Canada, Mexico, Central and some South America domestic flying with domestic pay & work rules. • HNL domestic domicile
Section 3 - Union Activity		Section 4 – General	
AFA <ul style="list-style-type: none"> • Increase FPL • Union office space • No use of disapproved hotels 	United Management <ul style="list-style-type: none"> • Reduce FPL • Restrict Union Travel • Eliminate requirement for eating facilities to be on site at layover hotels (3.K. Layover Hotels) 	AFA <ul style="list-style-type: none"> • Increase PTO • No fee for CJA • Reciprocal Cabin Seat Agreements • Recording of Crew Desk • International domiciles direct deposit • International On-Board rest facilities improvement • Signature required mail 	United Management <ul style="list-style-type: none"> • Eliminate PTO • Deny CJA on weight restricted flights • Eliminate flight crew lounges for sits over 3 hours • Intentional selective deviation from staffing standards
Section 5 – Compensation		Section 6 - Expenses, Transportation & Lodging	
AFA <ul style="list-style-type: none"> • Increase pay • Increase Reserve guarantee and override • Merged pay scale • Longevity • Drafting pay • Penalty pay • New “ground pay” 	United Management <ul style="list-style-type: none"> • No proposal 	AFA <ul style="list-style-type: none"> • Increase expenses • Downtown for layovers over 15 hours • Increase crew meals • Actual reimbursement for cab or transportation • Increase parking reimbursements 	United Management <ul style="list-style-type: none"> • 32 hours – Downtown • \$20 payment for not using layover hotel (contingent) • Intl layover hotel room – wait 2 hours before self help • No hotel for sits under 5 hrs • Eliminate crew meals

Section 7 - Hours of Service & Contractual Legalities		Section 8 - Minimum Pay and Credit	
AFA <ul style="list-style-type: none"> • Increase RSV # of days off • Shorten duty day • Increase legal rest • Improve crew rest • Key-in-hand 	United Management <ul style="list-style-type: none"> • Eliminate Quarter System • Eliminate rest provisions: <ul style="list-style-type: none"> • 8-in-24 • 30-in-7 • 1-in-7 • Extend Maximum Duty Time to 17 hours, or more when last segment is Deadhead • Reduce Legal Rest to 8 hrs • Expand Field Layovers to a hotel within approximately 30 minutes of airport • Weaken the limitations on Night-Into-Day Flying 	AFA <ul style="list-style-type: none"> • Increased duty rigs • 8.J. reassignments • Drafting pay • Increase call out pay • Full pay for holding 	United Management <ul style="list-style-type: none"> • Eliminate minimum duty rigs (5/10/15/20) • Reduce trip rig – time away from home (1 for 4) • No longer pay the greater of actual or scheduled • Holding time paid after 1 hr
Section 9 - Flight Assignments & Scheduling Procedures		Section 10 – Reserve Scheduling Procedures	
AFA <ul style="list-style-type: none"> • Increase staffing • Reassignment pay • Trip trading improvements • Lower line averages • No conversion from DHD for service enhancement • Eliminate required purser qualification for domestic 	United Management <ul style="list-style-type: none"> • Increase line of flying average • Eliminate the printing of all bid materials • Expand language qualified positions to domestic and double the number • Restrict # of buddy bids • Prevent trades that lower lines below 50 hours • Mix Intl and Dom IDs 	AFA <ul style="list-style-type: none"> • Improve Reserve Scheduling procedures - preferencing • Improve Reserve trading procedures • No more than 3 conversions to Ready per month • No more than 3 STBY assignments per month • Increase Reserve days off 	United Management <ul style="list-style-type: none"> • Eliminate Ready Reserve 4 hrs notice prior to departure • Standby Reserves to be assigned to board/deplane flights and perform pre-departure duties when not assigned as a working crewmember
Section 11 - Deadheading		Section 12 – International	
AFA <ul style="list-style-type: none"> • Seating assignments and upgrade procedures • Economy Plus and exit row seat booking for Economy 	United Management <ul style="list-style-type: none"> • ½ credit for DHD • Booked in Economy for all DHD 	AFA <ul style="list-style-type: none"> • Reassignment & drafting pay • Reduce duty day • Increase legal rest • West Coast and Hawaiian turn restrictions • Eliminate selection and increase Purser Training • Purser discretion for Onboard rest 	United Management <ul style="list-style-type: none"> • Reduce legal rest minimum to FAR • Eliminate place of lodging minimum • Reduce restrictions to mix Domestic and International • Crew Meals for flights over 8 hours, downgrade quality • Use of crew rest facilities by other employees • Max 4 Language Qualified per flight • Eliminate RSV guarantee
Section 13 - Military Airlift Command		Section 14 - Temporary Duty Assignment (T.A.)	
AFA <ul style="list-style-type: none"> • Book 	United Management <ul style="list-style-type: none"> • MAC as domestic flying 	<ul style="list-style-type: none"> • Book 	
Section 15 - Training and Meetings		Section 16 – Uniforms	
AFA <ul style="list-style-type: none"> • Full pay for training and travel • AFA approved hotel • Increase IST Training 	United Management <ul style="list-style-type: none"> • Eliminate 3-hour min pay guarantee • Flight Attendants removed from schedule subject to 8.J. reassignments. • Eliminate 1-in-7 protection 	AFA <ul style="list-style-type: none"> • No advertising on uniforms • Clarify uniform points • Clarify for wool allergies 	United Management <ul style="list-style-type: none"> • Eliminate restriction on other employee groups wearing Flight Attendant uniforms
Section 17 - Seniority		Section 18 – Vacations	
AFA <ul style="list-style-type: none"> • 7 year accrual while on Medical Leave of Absence 	United Management <ul style="list-style-type: none"> • Flight Attendants who transfer to Onboard Management to retain and accrue seniority indefinitely 	AFA <ul style="list-style-type: none"> • Increase vacation days • Increase vacation pay • Increase allocation for interim bids 	United Management <ul style="list-style-type: none"> • Decrease vacation days to max 28 • Withhold 25% of allocation during annual vacation bid process • Eliminate vacation pay advance

Section 19 - Sick Leave		Section 20 - Physical Examinations (T.A.)	
AFA <ul style="list-style-type: none"> • Increase sick leave accrual • Occupational continuance • Direct deposit for Occupational reimbursement • Cash out of sick leave bank at retirement or resignation • Use of sick leave for family member 	United Management <ul style="list-style-type: none"> • Reduce sick leave accrual • Reduce use of sick leave pay • Reduce use of sick leave pay to supplement Occupational benefits 	<ul style="list-style-type: none"> • Book 	
Section 21 - Reduction in Personnel		Section 22 - Filling of Vacancies	
AFA <ul style="list-style-type: none"> • Clarify Probationaries' ability to participate in Voluntary Furlough 	United Management <ul style="list-style-type: none"> • Eliminate furlough rebid – prevent those on current voluntary furlough from participating in new furlough 	AFA <ul style="list-style-type: none"> • Increase COMAT • Right of return to closed domiciles • Right of return for surplus • Ability to transfer while on leave • Secure visas for Intl Domicile closure 	United Management <ul style="list-style-type: none"> • Eliminate settling time for all voluntary transfers including new domiciles • Eliminate hotel for new hires or for newly established domiciles • Eliminate annual BP-3 for Intl Domiciles
Section 23 - Leaves of Absence		Section 24 - Moving Expenses	
AFA <ul style="list-style-type: none"> • Medical Leave of Absence increase to 7 years • Increase maternity, paternity, adoption leave to 180 days • FMLA improvements • Ability to be awarded new leave from leave status 	United Management <ul style="list-style-type: none"> • Elimination of 12 month minimum on LOA before Flight Attendant kept off pay status until re-qualified 	AFA <ul style="list-style-type: none"> • Book 	United Management <ul style="list-style-type: none"> • Eliminate moving expenses for new domiciles
Section 25 - Personnel File (T.A.)		Section 26 - Grievance Procedures	
<ul style="list-style-type: none"> • All complaint letters/inflight observations removed after 12 months • Extend time to place reports in Flight Attendants' Personnel File by 6 days after receipt at domicile 		AFA <ul style="list-style-type: none"> • Book 	United Management <ul style="list-style-type: none"> • MEC grievance to be filed within 60 days (26.D.) • LEC grievance to be filed within 60 days (26.E.)
Section 27 - System Board of Adjustment		Section 28 - Missing, Internment, Prisoner of War Benefits (T.A.)	
AFA <ul style="list-style-type: none"> • Provision to ensure 80 days of System Board are used 	United Management <ul style="list-style-type: none"> • 3-person Board for discipline 	<ul style="list-style-type: none"> • Book 	
Section 29 - Worker's Compensation Benefits (T.A.)		Section 30- Union Security	
<ul style="list-style-type: none"> • Book 		AFA <ul style="list-style-type: none"> • Clarify dues collection 	United Management <ul style="list-style-type: none"> • Modify Union Security and the processing of dues
Section 31 - Safety and Health and Security		Section 32 - Savings Clause (T.A.)	
AFA <ul style="list-style-type: none"> • Request for information • Access to secure areas • Fatigue protection • Air quality protection • Pesticide protection 	United Management <ul style="list-style-type: none"> • Book 	<ul style="list-style-type: none"> • Book 	
Section 33 - Benefits		Section 34 - Retirement	
AFA <ul style="list-style-type: none"> • Premiums lowered & capped • Coordination of benefits • Improve prescription drug program • Modernize health and wellness charts • Short term disability • Lower retirement age to 50 	United Management <ul style="list-style-type: none"> • Decrease medical, dental and prescription drug benefits • Increase premium contribution and eliminate cap • Increase prescription drug costs • Restrict access to benefits • Eliminate company paid retiree healthcare • "Lifestyle" wellness program 	AFA <ul style="list-style-type: none"> • Increase direct contribution and match to 401(k) or equivalent • Roth IRA • Annuity feature 	United Management <ul style="list-style-type: none"> • Eliminate company paid direct contribution to 401(k) • Eliminate UK stakeholder plan and other similar international plan • Eliminate Union oversight



Negotiations Next Step: Call To Action

Section 35 - Duration (and Letters of Agreement) <i>Letters on which we have reached Tentative Agreement=Current Book</i>		Hotel Standards	
<ul style="list-style-type: none"> • AFA Staff Travel • Commuter Policy/Personal Emergency • Donation Check-Off Procedures • Extended Duty Time International • Low Cost Operation • Non-U.S. Tax Deferral • Recognition of International Domicile Issues • Safe Airlines • 747 Dumbwaiter • Taking Tickets Off Aircraft • Wage Garnishment 	<ul style="list-style-type: none"> • Commuter Policy • Distribution Agreement (Equity) • Duty Free Commission • Duty Free Employee Discount • International Flying Distribution • Onboard Research • Reserve Pagers • Resignation Special Pass Benefit • Special Assignment Calculation • Training Jumbo Qualification 	<p>AFA</p> <ul style="list-style-type: none"> • Incorporate into Agreement 	<p>United Management</p> <ul style="list-style-type: none"> • Lower overall standards • Decrease in hotel safety requirements • Eliminate requirement for eating facilities to be on site at layover hotels
Qualified Purser Program (Sections 9 & 12)		Satellite Domiciles	
<p>AFA</p> <ul style="list-style-type: none"> • Eliminate qualified Domestic Purser • Purser training in system seniority 6 times per year • Eliminate selection process 	<p>United Management</p> <ul style="list-style-type: none"> • Restrict Purser schedule flexibility • Increased requirements to maintain qualifications • New Purser program with restricted access, no grandfathering of existing Pursers • Training at company discretion • Company can disqualify at will – no grievance process 	<p>AFA</p> <ul style="list-style-type: none"> • No proposal 	<p>United Management</p> <ul style="list-style-type: none"> • Separate, deteriorated working conditions • Significant increase in low-quality flying • Reduced schedule flexibility • Discipline free record required • Cover own trips when ONSL • No PTO/No trades with Open Flying • Must live within close proximity of satellite airport