



Jeff Wall
Vice President
Labor Relations

VIA EMAIL

August 19, 2015

Sara Nelson
International President
Association of Flight Attendants-CWA, AFL-CIO
501 3rd Street N.W.
Washington, DC 20001

Suzanne Hendricks
President, Continental Micronesia Master Executive Council
Association of Flight Attendants-CWA, AFL-CIO
16 Margarita Street
Yona, Guam 96914

Marcus Valentino
President, Continental Master Executive Council
Association of Flight Attendants-CWA, AFL-CIO
6250 North River Road, Suite 4025
Rosemont, IL 60018

Ken Diaz
President, United Master Executive Council
Association of Flight Attendants-CWA, AFL-CIO
6250 North River Road, Suite 4020
Rosemont, IL 60018

Dear Ladies and Gentlemen:

This constitutes United's 30-day notice to terminate the June 25, 2014 letter of agreement commonly referred to as the Negotiation Protocol Agreement (NPA) (attached).

While we serve such notice reluctantly, we see no other viable course of action based on: (1) AFA's deliberate and repeated violations of the clear terms of the NPA; and (2) AFA's refusal to engage in cooperative, collaborative and good faith bargaining to voluntarily reach a joint collective agreement.

We detail below the facts substantiating these conclusions.

(1) Beginning in March 2015, and continuing through the present, AFA has violated the NPA by:

- Refusing to “exchange information in [its] possession relevant to understanding and analysis of proposals, including financial analysis and costing,” a direct violation of paragraph 8 of the NPA.
- Failing to “maintain confidentiality regarding the facilitated problem solving discussions” and, in fact, disclosing (and largely misrepresenting) in its public communications the remarks, proposals, positions and viewpoints of United representatives expressed during negotiations, in direct violation of paragraph 9 of the NPA.
- Failing to “maintain a professional, respectful tone and avoid communications that denigrate or contain derogatory language about the other party or any individual,” actions inconsistent with paragraph 9 of the NPA.
- Engaging in public demonstrations, picketing and other politicized activities designed solely to create an “us versus them” environment and exert outside pressure on United negotiators, all of which are not “consistent with the spirit and intent of cooperative labor relations” and, therefore, are inconsistent with paragraph 9 of the NPA.

Although these behaviors were detrimental to advancing negotiations, until today United has declined to address AFA’s violations publicly; instead, we raised our concerns privately with AFA representatives – but to no avail. We also chose not to communicate AFA’s violations during our discussions with the National Mediation Board on August 10 and 14, 2015, in hopes that a path to timely agreement could be identified. It has now become clear that no such path exists.

(2) AFA has refused to engage in cooperative, collaborative and good faith bargaining to voluntarily reach a joint collective agreement, and based on our discussions on August 18, it is clear AFA’s refusal continues. On August 18, United proposed a process (outlined below and detailed in the proposed letter of agreement attached hereto) under which:

- United and AFA would resume negotiations in an effort to reach a joint tentative agreement no later than September 30, 2015, or some other mutually agreeable deadline.
- If the parties were unable to reach agreement, they would submit all tentative agreements, as well as their respective proposals to resolve all open issues, to a mutually-agreed board of independent mediators and representatives from each party.
- That board would select the proposal that it judged most reasonably and best serves the interests of flight attendants and the Company, and that proposal along with all other tentative agreements submitted by the parties would constitute the “recommended tentative joint contract.”
- Each party would have the right to accept or reject the recommended tentative joint contract, based on each party’s internal processes (for example, ratification by United flight attendants or approval by management).

In our view, this process (or some similar process) – which would engage recognized industry experts, respect each party’s autonomy and, most importantly, ultimately be subject to the democratically-expressed will of United flight attendants – could provide a path to agreement by the end of the year, or soon thereafter.

AFA refused to adopt this or any similar process that could promptly bring these negotiations to a close. AFA also pointedly refused to share economic and financial data and analyses or maintain confidentiality regarding the negotiations process as required by the NPA. Finally, although United reiterated our previous offer to resume joint negotiations immediately – to which we have yet to receive a definitive response – AFA refused to commit to a firm date to resume negotiations.

Instead, AFA insisted it would file an application for mediation with the National Mediation Board. Experience has shown that mediation eventually results in agreement, but that can be months or even years down the road. We frankly think United flight attendants deserve a more accelerated process like the one we proposed, but we respect AFA’s right to choose otherwise.

Nevertheless, since AFA has declared it will file for mediation, United is prepared to participate and bargain in good faith throughout the mediation process as directed by the NMB and in accordance with our rights and obligations under the Railway Labor Act.

In conclusion, since AFA has repeatedly violated the existing protocol agreement and, since that or any other protocol agreement is not requisite for mediated negotiations under the auspices of the NMB, we hereby serve notice to terminate the NPA effective 30 days from today.

Sincerely,

A handwritten signature in black ink, consisting of a stylized 'J' followed by a horizontal line that tapers to the right.

cc: Linda Puchala
Michael Kelliher
Patricia Sims