



Jeff Wall
Vice President
Labor Relations

VIA EMAIL

August 21, 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:

We are each entitled to our own opinions, but not our own facts. The following statements in AFA's posting of August 19 are simply false:

"During these meetings, the Company proposed that we enter into an agreement to utilize an arbitration process similar to what was forced upon AA Flight Attendants coming out of the American bankruptcy process."

This is false. The non-binding process we proposed was materially and fundamentally different from the process used at American Airlines (which to all appearances was voluntarily agreed to by both AFA and APFA). The AA process resulted in a legally binding arbitration award and our proposal, as you acknowledged, was for non-binding arbitration with an opportunity for flight attendants to vote to ratify or reject any recommended contract.

“In contrast to prior Company pronouncements of wanting an industry-leading agreement, under the Company’s proposed process the economic standard would be the average of American and Delta. Such a standard would put our profit sharing at risk and would possibly allow the Company to put even less money into the agreement than they are currently offering after years of delay.”

This is false. Under our proposal, the only standard suggested was that the board would “select in its entirety the proposal judged to most reasonably and best serve the interests of United flight attendants and the Company, consistent with traditional principles employed in interest arbitration and by presidentially-appointed boards under the Railway Labor Act.”

The Company has never taken the position that a joint collective agreement for United flight attendants would be based on the “average of American and Delta.” We did not take that position in our proposal, and we are not taking that position now. We said “industry-leading,” and we mean it.

“We also want to correct a misstatement by the Company which indicated in recent communications that the NMB would have only two weeks of mediation until the end of the year. The NMB did not say that and the Company has been forced to retract that statement from their letter to AFA.”

This is false. The NMB officials with whom both United and AFA representatives met on August 10 stated that the mediator who had been involved in the facilitated negotiations anticipated having only one week in September and one week in November available for mediation, in part because of scheduling difficulties in October. Our initial letter to you characterized this as “the NMB informed us on August 10 that it is likely to be available for only two weeks of mediated negotiations over the next four and a half months (and has not indicated anything with respect to its availability after January 1, 2016).” That was accurate based upon the expected mediator’s schedule. We voluntarily removed this reference following discussions with the NMB, since United believes the NMB has worked diligently and already expended significant resources in assisting us to reach a joint agreement. We were not “forced to retract” the statement.

“Remember, for the first two years of Joint Contract discussions, the Company took the unheard of position that we were starting negotiations with a blank slate, attempting to erase the union histories and contracts of sub-CAL, sub-CMI and sub-UAL Flight Attendants.”

This is false. United never tried to erase the history and contracts – nor could we – and never refused to consider proposals that incorporated existing contract language and/or established practices or precedents.

AFA’s continued misrepresentation of the term “blank slate” distorts and ignores the principles of “interest-based bargaining” or what is now more commonly known as “facilitated problem solving” committed to by the parties in 2014. That process starts with a “blank page” or blank flip-chart on which the parties attempt to formulate and agree on a statement of the issue. This is followed by a blank page or flip-chart on which the parties list their interests, followed by a blank page listing the options for addressing the interests and issue, followed by the selection of options that both sides can agree work best to resolve the issue. That’s the process the NMB facilitated under our negotiation protocol agreement. The approach is fundamental to interest-based bargaining and facilitated problem solving negotiations.

Association of Flight Attendants
August 21, 2015
Page 3

“After a brief period earlier this year where we made substantial progress, in April the Company once again began the stalling the negotiations.”

The Company has not stalled and will not stall these negotiations. When AFA stops blaming the Company and starts simply representing the interests of United flight attendants, we can have a deal within weeks. We're ready to sign an objectively industry-leading contract – not one that looks like American or Delta, but one which addresses the real concerns of United flight attendants, provides industry-leading compensation and allows United to remain competitive on overall labor costs.

We are happy to have the National Mediation Board mediate these negotiations, and we are prepared to reach an industry-leading agreement promptly.

Sincerely,

A handwritten signature in black ink, consisting of a stylized 'JW' followed by a long horizontal line.