

Spring 2011

April 18, 2011

Ladies and Gentlemen:

Management continues their strategy of delay, divide and proffering concessionary proposals that have been endorsed by the Machinists' Union. Our Section 6 Negotiations continue with management only willing to meet during our regularly scheduled sessions established by our National Mediation Board (NMB) mediator. In line with their strategy to delay resolution to these negotiations, management continues to refuse to meet more often.

Keep that in mind as you review our Status of Negotiations - Comparison of Proposals. It is no secret that management would prefer to negotiate with a Union willing to endorse their concessions. From their perspective the reasoning is clear: the Machinists have a history of accepting management proposals. In fact, management's concessionary proposals are inspired and endorsed by the Machinists. On the other hand, our proposals are based upon direct Member feedback and we are focused on the clear and defined priorities you have identified as being important in these negotiations. For us to do otherwise would be a breach of your trust and confidence.

Tensions are mounting as we approach a critical juncture in our negotiations with United Airlines. The upcoming representation election will have a profound effect on our current and future negotiations. While we knew that our negotiations would be difficult, it has been complicated by competing interests between our community of Flight Attendants and the current representative of Continental Flight Attendants who seeks to challenge our right to retain dedicated Flight Attendant representation at the new United Airlines.

During the course of a lifetime, most of us only make a few truly major decisions. These might include whether or not to change jobs, what college to attend, who to marry, how many children to have, which home to buy, and when to retire. These comprise some of the most important and difficult decisions we will ever make. Yet there are other decisions we make that also hold major consequence. Often we align our decision-making with those who we share like values, have a proven track record, and those who are responsive and understanding. Electing a collective bargaining representative is another major life decision.

Soon the issue of representation for Flight Attendants at United Airlines will be decided and the path forward is clear. A strong mandate with a resounding vote for AFA will break through the delay tactics enabling us to reach a new Agreement in time for us to move onto the next negotiations that will bring together United and Continental Airlines by the end of the year. Prospects for the eventual integration of the two airlines' Flight Attendants will improve significantly upon the conclusion of the requisite representation election.

As we knew from the beginning, negotiating a Contract on your terms would not be easy, and will require strength, determination and persistence. Unlike management, we are willing to meet anytime, anywhere to conclude an Agreement that is good for our Company and the Flight Attendants in its service. Standing together, we will work to ensure Flight Attendants are protected and our careers advanced.

We remain resolute in concluding negotiations centered on pay, benefits and quality of work life improvements that are commensurate not only with the goals you have identified but are reflective of the potential associated with a world-class global airline.

In Solidarity,

Greg Davidowitch, President United Master Executive Council

RLA Section 6 Contract Negotiations – Mediation Process

We have been in mediation since August 7, 2009. The National Mediation Board (NMB) is overseeing our negotiations and the mediator, Mr. John Livingood, determines when and where we meet for the mediation sessions along with the agenda.

Negotiations-to-Date			
Exchange of Openers April 6, 2009			
Joint Petition for Mediation	August 7, 2009		
Total Direct Negotiations Sessions Held	32		
(including joint mediation)			
Joint Mediation Negotiation Sessions Held 17			
Closed Sections (T.A. Reached)	8		
Open Sections (No T.A. Reached)	27		
Months in Section 6 Negotiations	25		
Total Days of Face to Face Negotiations	91		

The parties are not prohibited from meeting outside the mediation schedule, but management refuses to accept AFA's offer to meet any time – 7 days a week, 24 hours a day – to discuss the issues Flight Attendants have determined are important.

Mediation Session Weeks	Contract Section(s) / Topics
February 1, 2011	 Section 1 – Recognition Section 35 – Letters of Agreement including Scope
March 1, 2011	• Sections 7, 8, 9 & 12 – as they relate to: Purser, Language Qualification, Reassignment and Legal Rest
Next Mediation Session	Contract Section(s) / Topics
April 19, 2011	Reassignment & Other Scheduling Related Topics

We knew from the beginning that management would try to drag out the duration of our Negotiations for as long as possible. The Railway Labor Act (RLA) encourages parties to reach agreements without a deadline.

Management's strategy is clear: to operate as long as possible under a Contract that was forced upon us during bankruptcy. Our strategy is equally clear: fight

for the improvements you have identified as priorities as quickly as possible.

We knew from the beginning that negotiations take time, and we have accomplished a great deal from the time we started our discussions with management. Our campaign of persistence for the improvements required by Flight Attendants to address our quality of work life will prevail. Negotiations are about leverage of power, and our power increases daily as we move forward in our negotiations.

The Leverage Landscape Will Soon Change

When United completed their financial merger transaction in October 2010, they established an aggressive timeline for completion of their merger. For the successful completion of the United merger and integration of operations, management needs our cooperation and goodwill to fully capitalize on their goals. Having something they need only adds to our power and ability to negotiate successfully.

AFA recognizes not only the potential for leverage that is afforded us by United's merger in our Section 6 Negotiations, but for improvements for the combined Flight Attendants represented by AFA once the merger is complete. Advancing this agenda for an aggressive pursuit of our individual and collective priorities, AFA filed our petition with the National Mediation Board (NMB) for determination of Single Carrier status in January. Once we win the representation election, management will have no choice but to recognize that AFA is the representative they need to deal with in negotiations.

From management's perspective the reasoning is clear: the Machinists have a history of accepting management proposals. In fact, management's concessionary proposals are inspired and endorsed by the Machinists. On the other hand, our proposals are based upon direct Member feedback and we are focused on the clear and defined priorities you have identified as being important in these negotiations. For us to do otherwise would be a breach of your trust and confidence.

Their hope for a different outcome has been a major obstacle in the progress of negotiations, and we are eager to put this issue behind us and get on with the business of representing the combined group of Flight Attendants and conclude our Section 6 Negotiations process.

We will break management of the mindset that we are willing to settle for less or pay for improvements to our compensation through concessions to work rules, benefits and other important components of our Contract. Together, we have identified our priorities for our negotiations. We have solicited feedback every step of the way through

surveys, roadshows and discussions – and we remain committed to listening to you throughout the process. We have also remained transparent in our negotiations by providing comprehensive and regular updates continually so you know exactly where we are. This is our collective future we are fighting for, and we remain committed to adhering to the path you dictate.

We are working towards significant and meaningful improvements, and this is a process that requires hard work, dedication and time. It is imperative that we remain committed to seeing this through to a successful conclusion that we can all be proud of. We've come a long way in our resolve and our persistence and solidarity will see us through to the end.

In the end our Negotiations come down to:

- With AFA, management pays for our raise.
- With the Machinists, we pay for our raise, paying more for Benefits, receiving less in total compensation and spending more time away from our families.



AFA Proposal Protects Your Legal Rest

During our March 2011 negotiating session we discussed with management the impact that their Legal Rest proposals would have on Flight Attendants compared to the improvements included in AFA's proposals.

BTB Block-to-Block KIH Key-in-Hand FFD Free from Duty

Under management's proposals, there are situations where your total time from checkin to check out of the hotel is less than 6 hours and you would get less than 4 ½ hours sleep. The Legal Rest provisions in our proposals take into account that we are not "resting" when we are briefing, debriefing, in transit to the hotel or waiting for a room to be ready.

The Key-in-Hand concept is an important component of our Legal Rest proposals and we have included it throughout the following examples.

To see the impact of work rules proposed by both parties, we have created examples of typical days experienced by United Flight Attendants.

In the examples that demonstrate the benefits of our improvements, we have included all the work rules from our proposals. For United management examples, we have used the work rules and legalities from their concessionary proposals.

For the purposes of these examples, we have made some basic assumptions to remain consistent in our comparisons. These are based on the minimum expectations of what a typical Flight Attendant would do on a layover and we have limited them to a very strict minimum. We have also allowed for an average transit time from home to work that are reasonable, regardless of whether you are based in JFK, LAX, HKG or LHR.

In this example, under our AFA Proposal, our Flight Attendant is on a Domestic ID, 757 Aircraft flying to Chicago (ORD).

Legal Rest AFA Typical Day – 10:30 Duty day (Lineholder) Day 1		
0840 Good morning 1040 Home to airport parking 1210 Parking to terminal 1230 Security 1245 Check-in 1305 On aircraft	2300 Arrival (ORD) 2315 Deplane/End of Duty Day 2330 Arrival at Shuttle Center 2345 Hotel van pick up 0000 Arrival at hotel 0015 Hotel check-in – Key-in-Hand (KIH)	
1345 Departure Duty Day: 10:30	Eat (1 meal) – Undress – Shower 1:10 0125 in bed	
Typical Day: 16:45 hours		

In this typical day, we have a 10:30 Duty Day. Our Flight Attendant wakes up at 0840, leaves home at 1040 and arrives at the airport 1½ hours later at 1210 (using personal car or public transportation). It takes 20 minutes to transit from parking/transportation to the terminal, 15 minutes to get through security and walk to Inflight for a check-in time of 1245. For a 757 (domestic) we have a 1305 "on aircraft" time for a 1345 departure. Our flight arrives in ORD at 2300, resulting in an end of duty time of 2315; which totals a 10:30 Duty Day.

After arriving in ORD, we allow 15 minutes to walk to the Hotel Shuttle Center and wait 15 minutes for the hotel van. Our field layover hotel is within 15 minutes of the airport and we arrive at the hotel at midnight. We have a Key-in-Hand time of 0015. We provide 1:10 for "typical layover activities" getting in bed at 0125.

On this typical day we have 16:45 from wake up to bed.

Continuing on Day 2 of the previous example:

Legal Rest AFA Legal rest: 11:00 FFD/9:00 KIH DAY 2 (Hotel within 15 minutes of airport) Duty Day 10:30 or less		
2300 Arrival (ORD) 2315 Deplane/End of Dut 2330 Arrival at Shuttle Ce 2345 Hotel van pick up 0000 Arrival at hotel 0015 Hotel check-in – Ke	nter	0930 Check out 0945 Hotel van pick up 1000 Arrival at airport 1015 Security/Check-in 1100 Departure
Eat (1 meal) 00:45 Undress: 00:05 Shower/bath: 00:20 Grooming: 00:20 Dress: 00:10 Total: 01:40	Time in room: 09:15 Time in bed: 07:35	

Using the same information from the previous example with arrival at ORD at 2300, a 15-minute debrief on layover, we have an end of Duty Day at 2315. 11 hours free from duty allows for a check-in at 1015, for an 1100 departure.

We consider all the activities that typically take place on a layover: eat one meal (0:45), undress (0:05), shower/bath before or after bed (0:20), groom/shave/makeup (0:20), dress (0:10) = 1:40 total time.

These times give us a total "in room" or Key-in-Hand time of 9:15 which meets our Key-in-Hand requirement. Actual time in bed would be 7:35, assuming only one meal.

Checking out at 0930, we allow a 15-minute wait for van/shuttle, 15 minutes to transit to the airport, 15 minutes to get through security and walk to the gate for a check-in at 1015 for a departure time of 1100.

Now we illustrate the same trip using management's proposals for a Duty Day scheduled at 14:00 hours

Legal Rest UAL Proposals Typical Day – 14:00 / 16:00 Duty Day (Lineholder) Day 1		
0510 Good morning	2300 Arrival (ORD)	
0710 Home to airport parking	2315 End of duty day	
0840 Parking to terminal	2330 Arrival at Shuttle Center	
0900 Security	2345 Hotel van pick up	
0915 Check-in	0000 Arrival at hotel	
0930 On aircraft	0015 Hotel check in – (*Key-in-Hand)	
1030 Departure		
	Eat (1 meal) – Undress – Shower 1:10	
Duty Day: 14:00	0125 in bed	
Typical Day: 20:15 hours		

In this typical day, we have a 14:00 Duty Day. Our Flight Attendant wakes up at 0510, leaves home at 0710 and arrives at the airport 1½ hours later at 0840 (using personal car or public transportation).

It takes 20 minutes to transit from parking/transportation to terminal, 15 minutes to get through security and walk to Inflight for a checkin time of 0915. For a 757 (domestic), under management's proposals for aircraft with more than 160 seats, we are required to be on board the aircraft 1:00 prior to departure. We have a 0930 "on aircraft" time for a 1030 departure.

Our flight arrives in ORD at 2300, resulting in an end of Duty Day of 2315; which totals a 14:00 Duty Day. After arriving in ORD, we allow 15 minutes to walk to the Hotel Shuttle Center and wait 15 minutes for the hotel van. Our "management style" budget motel is within 15 minutes of the airport and we arrive at the field layover hotel at midnight.

Our check-in at the hotel is 0015 (which is the equivalent to the Key-in-Hand time under AFA's proposals). We provide 1:10 for "typical layover activities" getting in bed at 0125.

On this typical day we have 20:15 from wake up to bed.

Continuing on Day 2 of the previous example:

Legal Rest UAL Legal Rest: 09:00 BTB Day 2 (Hotel within 15 minutes of airport)		
2300 Arrival (ORD)		0615 Check out
2315 Deplane/End of Dut	y Day	0630 Hotel van pick up
2330 Arrival at Shuttle Ce	nter	0645 Arrival at airport
2345 Hotel van pick up		0700 Security/Check-in
0000 Arrival at hotel		0800 Departure
0015 Hotel check-in		
Eat (1 meal) 00:45		
Undress: 00:05	Time in room: 06:00	
Shower/bath: 00:20		
Grooming: 00:20	Time in bed: 04:20	
Dress: 00:10		
Total: 01:40		

Using the same information from the previous example with arrival at ORD at 2300, a 15-minute debrief on layover, we have an end of Duty Day at 2315. Under management's proposals of Legal Rest, we have 9 hours Block-to-Block for a check-in at 0700 for a 0800 departure.

We consider all the activities that typically take place on a layover: eat one meal (0:45), undress (0:05), shower/bath before or after bed (0:20), groom/shave/makeup (0:20), dress (0:10) = 1:40 total time.

These times give us a total "in room" or Key-in-Hand time of 00:15. Actual time in bed would be 04:20, assuming only one meal.

Checking out at 0615, we allow for a 15-minute wait for van/shuttle, 15 minutes to transit to airport, 15 minutes to get through security and walk to the gate for a check-in at 0700 for a departure time of 0800.

In our next example we illustrate AFA's proposals with an International flight LHR – LAX.

Legal Rest AFA Proposal Typical Day – LHR/LAX (Lineholder) 22:00 BTB / 20:00 KIH Day 1		
0440 Good morning (LHR Time) 0640 Home to airport parking 0810 Parking to terminal 0830 Security 0845 Check-in 0925 On aircraft	2140 Arrival (LHR Time) 2225 Deplane/Customs/End of Duty Day 2230 Hotel van pick up 2330 Arrival at hotel 2345 Hotel check-in / Key-in-Hand (KIH)	
Duty Day: 13:40 / Flight Time: 11:15 Eat (1 meal) – Undress – Shower 1:10		

In this typical day, we have a 13:40 Duty Day. Our Flight Attendant wakes up at 0440, leaves home at 0640 and arrives at the airport 1½ hours later at 0810 (using personal car or public transportation). It takes 20 minutes to transit from parking/transportation to terminal, 15 minutes to get through security and walk to Inflight for a check-in time of 0845.

For our International ID, we have a 0925 "on aircraft" time (1:40 prior to departure based on actual ID in LHR March 2011 Key Pages) for a 1025 departure. Our flight arrives in LAX at 2140 (LHR Time), resulting in an end of duty period of 2225; which totals a 13:40 Duty Day.

After arriving in LAX, we allow 15 minutes to debrief, 30 minutes for customs, 5 minutes for hotel van pickup (assuming contracted transportation is already waiting). Our hotel is 1 hour from the airport and we arrive at the hotel at midnight. We have a Key-in-Hand time of 2345 (LHR Time).

We provide 1:10 for "typical layover activities" getting in bed at 0055 (LHR Time). On this typical day we have 20:15 from wake up to bed.

Continuing on Day 2 of the previous example:

Legal Rest AFA Legal Rest: 22:00 BTB / 20:00 KIH DAY 2 (LHR/LAX)		
1340 LAX Arrival (2140 LHR Time) 1145 Check out (1945 LHR Time)		
1425 Deplane/Customs /	,	1200 Hotel van pick up (2000 LHR Time)
End of Duty Day (2225 LF	HR Time)	
1430 Hotel van pick up (2230 LHR Time)		1300 Arrival at airport (2100 LHR Time)
1530 Arrival at hotel (2330 LHR Time)		1315 Security/Check-in (2115 LHR Time)
1545 Hotel check-in /		1500 Departure (2300 LHR Time)
Key-in-Hand (KIH) (2345	LHR Time)	·
Eat (1 meal) 00:45		
Undress: 00:05	Time in room: 20:00	
Shower/bath: 00:20		
Grooming: 00:20	Block-to-Block: 25:20	
Dress: 00:10		
Total: 01:40		

Using the same information from the previous example with arrival at LAX at 1340 (LAX Time), a 45-minute debrief/customs on layover, we have an end of Duty Day at 1425. 20 hours Key-in-Hand allows for a check-in at 1315, for a 1500 departure.

We consider all the activities that typically take place on a layover: eat one meal (0:45), undress (0:05), shower/bath before or after bed (0:20), groom/shave/makeup (0:20), dress (0:10) = 1:40 total time.

These times give us a total "in room" or Key-in-Hand time of 1545 which meets our Key-in-Hand requirement.

Checking out at 1145, we allow a 15-minute wait for van/shuttle, 1 hour to transit to airport, 15 minutes to get through security and walk to the gate for a check-in at 1315 for a departure time of 1500.

This could typically be built as a 3-day trip – for example leaving Monday morning and arriving back in LHR Wednesday morning. A regular individual would normally have 2 nights sleep. In our example, the Flight Attendant has a 20-hour Key-in-Hand time, traveling through 8 time zones in each direction.

Using examples of what we call International flying using management's work rule proposals:

Legal Rest provisions under management's proposals would be the same as domestic. If the flight time is under 12 hours, a legal rest of 9 hours Block-to-Block applies (8:45 actual) as long as it remains compliant with FAR's.

Legal Rest UAL Proposal Typical Day – LHR/LAX (Lineholder) 09:00 Block-to-Block Legal Rest Day 1		
0505 Good morning (LHR Time)	2140 Arrival (LHR Time)	
0705 Home to airport parking	2210 Deplane/Customs/End of Duty Day (*)	
0835 Parking to terminal	2215 Hotel van pick up	
0855 Security	2230 Arrival at hotel	
0910 Check-in	2245 Hotel check-in	
0925 On aircraft		
1025 Departure	Eat (1 meal) – Undress – Shower 1:10	
Duty Day: 13:00 / Flight Time: 11:15	2355 in bed	
Typical Day: 18:50 hours		

In this typical day, we have a 13:00 Duty Day. Our Flight Attendant wakes up at 0505, leaves home at 0705 and arrives at the airport 1½ hours later at 0835 (using personal car or public transportation). It takes 20 minutes to transit from parking/transportation to terminal, 15 minutes to get through security and walk to Inflight for a check-in time of 0910.

For this International ID, we have an aircraft with more than 160 seats. Our check-in is 1:15 before departure, and we have an "on aircraft" time of 0925 for a 1025 departure. Our flight arrives in LAX at 2140 (LHR Time), resulting in an end of duty at 2210; which totals a 13:00 Duty Day.

After arriving in LAX, we allow 15 minutes to debrief, 15 minutes for customs, 5 minutes for hotel van pickup (assuming contracted transportation is already waiting). Our hotel is 15 minutes from the airport (no downtown requirement in management's proposals) and we arrive at the hotel at 2230. We have a Key-in-Hand time of 2245.

We provide 1:10 for "typical layover activities" getting in bed at 2355. On this typical day, we have 18:50 from wake up to bed.

(*) 15-minutes is what management estimates for time to clear customs. AFA believes this time to be insufficient/unrealistic.

Continuing on day 2 of this ID, focusing on management's proposals for Legal Rest of 9 hours Block-to-Block:

Arriving in LAX at 1340 LAX time (2140 LHR time), legal departure is 2240 LAX time.

Legal Rest UAL Legal Rest: 09:00 BTB - Duty Day 14:00 / 16:00 DAY 2 (LHR/LAX)		
1340 LAX Arrival (2140 LHR Time) 2055 Check out (0455 LHR Time)		
1410 Deplane/Customs/		2110 Hotel van pick up (0510 LHR Time)
End of Duty Day (2210 LF		
1415 Hotel van pick up (2215 LHR Time)		2125 Arrival at airport (0525 LHR Time)
1430 Arrival at hotel (2230 LHR Time)		2140 Security/Check-in (0540 LHR Time)
1445 Hotel check-in /		2240 Departure (0640 LHR Time)
Key-in-Hand (KIH) (2245	LHR Time)	
Eat (1 meal) 00:45		1705 Arrival (LHR Time)
Undress: 00:05	Time in room: 06:10	
Shower/bath: 00:20		
Grooming: 00:20	Time in bed: 04:30	
Dress: 00:10		
Total: 01:40		

Using the same information from the previous example with arrival at LAX at 1340, a 30-minute debrief/customs on layover, we have an end of Duty Day at 1410. Under management's proposals on Legal Rest, we have 9:00 Block-to-Block Legal Rest for a check-in at 2140 and a 2240 departure.

We consider all the activities that typically take place on a layover: eat one meal (0:45), undress (0:05), shower/bath before or after bed (0:20), groom/shave/makeup (0:20), dress (0:10) = 1:40 total time.

These times give us a total "in room" or Key-in-Hand time of 1445. Actual time in bed would be 04:30, assuming only one meal.

Checking out at 2055, we allow a 15-minute wait for van/shuttle, 15 minutes to transit to airport, 15 minutes to get through security and walk to the gate for a check-in at 2140 for a departure time of 2240.

This could be built as a 2-day trip, leaving LHR on Monday morning, arriving back in LHR Tuesday evening. Flight time from LAX to LHR 10:25. From wake up to return: 36 hours. 4:30 minutes total time in bed, traveling through 16 time zones.

In this example we illustrate AFA's Proposals in Section 7.J.1.e., "the Company shall provide a legal rest equal to, or greater than, those domestic duty periods which exceed ten hours and thirty minutes (10:30)."

In this example we used a Duty Day of 12:30 to illustrate the requirement.

Legal Rest AFA Proposal Typical Day – 12:30 Duty Day (Lineholder) Day 1		
0640 Good morning	2300 Arrival (ORD)	
0840 Home to airport parking	2315 Deplane/End of Duty Day	
1010 Parking to terminal	2330 Arrival at Shuttle Center	
1030 Security	2345 Hotel van pick up	
1045 Check-in	0000 Arrival at hotel	
1105 On aircraft	0015 Hotel check-in – Key-in-Hand (KIH)	
1145 Departure		
Eat (1 meal) – Undress – Shower 1:10		
Duty Day: 12:30	0125 in bed	
Typical Day: 18:45 hours		

In this typical day, we have a 12:30 Duty Day. Our flight arrives in ORD at 2300, resulting in an end of duty time of 2315.

After arriving in ORD, we allow 15 minutes to walk to the Hotel Shuttle Center and wait 15 minutes for the hotel van. Our hotel is within 15 minutes of the airport and we arrive at the hotel at midnight. We have a Key-in-Hand time of 0015. We provide 1:10 for "typical layover activities" getting in bed at 0125.

Continuing on Day 2 of the previous example:

Legal Rest AFA Legal Rest: 12:30 after 12:30 Duty Day DAY 2 (Hotel within 15 minutes of airport)		
2300 Arrival (ORD) 2315 Deplane/End of Duty Day 2330 Arrival at Shuttle Center 2345 Hotel van pick up 0000 Arrival at hotel 0015 Hotel check-in – Key-in-Hand		1100 Check out 1115 Hotel van pick up 1130 Arrival at airport 1145 Security/Check-in 1230 Departure
Eat (1 meal) 00:45 Undress: 00:05 Shower/bath: 00:20 Grooming: 00:20 Dress: 00:10 Total: 01:40	Time in room: 10:25 Time in bed: 09:15 With a 2nd meal: 00:45 Time in bed: 08:30	

Using the same information from the previous example with arrival at ORD at 2300, a 15-minute debrief on layover, we have an end of Duty Day at 2315. 12:30 free from duty allows for a check-in at 1145 for a 1230 departure.

We consider all the activities that typically take place on a layover: eat one meal (0:45), undress (0:05), shower/bath before or after bed (0:20), groom/shave/makeup (0:20), dress (0:10) = 1:40 total time.

Assuming the typical layover activities above, including only 1 meal, our Fight Attendant has a 12:30 Duty Day, a time in room of 10:25 and a time in bed of 09:15. When considering the "luxury" of a second meal, the time in bed would still be greater than 8 hours (08:30)

Checking out at 1100, we allow a 15-minute wait for van/shuttle, 15 minutes to transit to airport, 15 minutes to get through security and walk to the gate for a check-in at 1145 for a departure time of 1230.

Legal Rest AFA Legal Rest at Home, Domestic: 12:00 FFD DAY 2 (From previous example)			
1100 Check out			
1115 Hotel van pick up	01:30 Home to parking		
1130 Arrival at airport	1		
1145 Security/Check-in	00:20 Parking to terminal		
1230 Departure	00:15 Security/Check-in		
Duty Day: 12:00			
2315 Arrival home domicile	Next legal check-in 1145		
2345 Deplane/Debrief			
0005 Terminal to parking Time at home: 08:05			
0135 Parking to home			

This is a 2-day trip, after a Legal Rest of 12:30 on layover, our next day is a 12:00 Duty Day.

AFA proposals provide 12:00 free from duty at home after a Domestic ID. If we arrive back at home domicile at 2315, allowing for 30 minutes debrief, the next legal check-in is at 1145.

After arriving at home domicile we allow 0:30 to debrief, 0:20 to get to parking lot/public transportation, 1:30 travel from the airport (using personal car or public transportation), 1:30 in reverse to get back to the airport, 0:15 to get through security and walk to inflight for check-in time of 1145.

Total time at home: 08:05. With the 2-day trip and the first day of the next ID (back-to-back), 18:50 total time at home or in hotel room over a 3-day period.

In this example we are using the earlier example explaining management's proposal of Block-to-Block Legal Rest of 9 hours.

Legal Rest UAL Proposal Typical Day – 14:00 / 16:00 Duty Day (Lineholder) Day 1			
0510 Good morning2300 Arrival (ORD)0710 Home to airport parking2315 Deplane/End of Duty Day0840 Parking to terminal2330 Arrival at Shuttle Center0900 Security2345 Hotel van pick up0915 Check-in0000 Arrival at hotel			
0930 On aircraft 0015 Hotel check-in 1030 Departure Eat (1 meal) – Undress – Shower 1:10 Duty Day: 14:00 0125 in bed Typical Day: 20:15 hours			

In a typical day, we have a 14:00 Duty Day. Our flight arrives in ORD at 2300, resulting in an end of duty period of 2315; which totals a 14:00 Duty Day.

After arriving in ORD, we allow 15 minutes to walk to the Hotel Shuttle Center and wait 15 minutes for the hotel van. Our hotel is within 15 minutes of the airport and we arrive at the field layover hotel at midnight. We check-in at 0015. We provide 1:10 for "typical layover activities" getting in bed at 0125.

Continuing on Day 2 of this trip:

Legal Rest UAL Legal Rest: 09:00 BTB / 14:00 – 16:00 Duty Day DAY 2			
2300 Arrival (ORD) 0615 Check out			
2315 Deplane/End of Dut	//	0630 Hotel van pick up	
2330 Arrival at Shuttle Center		0645 Arrival at airport	
2345 Hotel van pick up		0700 Security/Check-in	
0000 Arrival at hotel		0800 Departure	
0015 Hotel check-in		·	
Eat (1 meal) 00:45			
Undress: 00:05	Time in room: 06:00		
Shower/bath: 00:20			
Grooming: 00:20	Time in bed: 04:20		
Dress: 00:10			
Total: 01:40			

Using the same information from the previous example with arrival at ORD at 2300, a 15-minute debrief on layover, we have an end of Duty Day at 2315. 09:00 (BTB) allows for a check-in at 0700 for a 0800 departure.

We consider all the activities that typically take place on a layover: eat one meal (0:45), undress (0:05), shower/bath before or after bed (0:20), groom/shave/makeup (0:20), dress (0:10) = 1:40 total time.

Assuming the typical layover activities above, including only 1 meal, our Fight Attendant has a 14:00 Duty Day, a time in room of 06:00 and a time in bed of 04:20. When considering the "luxury" of a second meal with management's proposals, the time in bed would only be 03:35.

Checking out at 0615, we allow a 15-minute wait for van/shuttle, 15 minutes to transit to airport, 15 minutes to get through security and walk to the gate for a check-in at 0700 for a departure time of 0800.

Legal Rest UAL Legal Rest At Home, Domestic: 10:00 BTB DAY 2 (From previous example)		
0615 Check out		
	01.2011 (1:	
0630 Hotel van pick up	01:30 Home to parking	
0645 Arrival at airport		
0700 Security/Check in	00:20 Parking to terminal	
0800 Departure	00:15 Security/check-in	
Duty Day: 14:00		
2045 Arrival home	Next legal check-in 0530	
2100 Deplane/Debrief		
2120 Terminal to parking Time at home: 04:35		
2250 Parking to home		

This is a 2-day trip, after a Legal Rest of 09:00 (BTB) on layover, our next day is a 14:00 Duty Day.

Management's Proposals provide 10:00 Block-to-Block at home for flights of less than 12 hours. If we arrive at the home domicile at 2315, allowing for 30 minutes debrief, the next legal check-in is at 1145.

After arriving at the home domicile we allow 0:30 to debrief, 0:20 to drive to get to parking lot/public transportation, 1:30 travel from the airport (using personal car or public transportation), 1:30 in reverse to get back to the airport, 0:15 to get through security and walk to inflight for check-in time of 0530.

Total time at home: 04:35. With the 2-day trip and the first day of the next ID (back-to-back), 10:35 total time at home or in hotel room over a 3-day period.

When we presented these examples to management in our recent negotiations session, management had a minor disagreements such as the timing of the van pickup, but otherwise their main point was that their Rest provisions (based on the current Continental Flight Attendant Legal Rest provisions) were legal under FAR's.





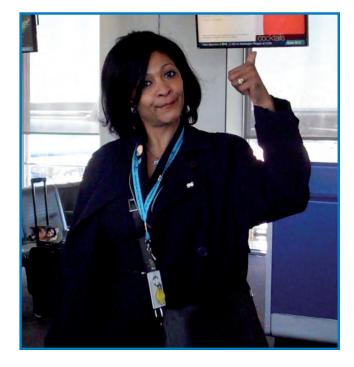


Negotiations Prep	+	October 2007
MEC Reviews / Approves Opener	+	April 3-4, 2009
Negotiations Start: Exchange Openers with the Company	+	April 6-7, 2009
Solidarity Actions	+	Same time as Opener Exchange
Negotiating Committee conducts Opener Roadshow	+	April 13 – May 3, 2009
Direct Negotiations Resume	+	May 6, 2009
Solidarity Actions	+	May – August 2009
Joint Petition to NMB for Mediation	+	August 7, 2009
Mobilization Actions	+	Fall 2009
Mediation Begins	+	Oct 27, 2009
Amendable Date	+	January 7, 2010
Day of Action	+	January 7, 2010
Day of Action	+	April 6, 2010
AFA meets with NMB	+	April 6, 2010
Merger with CAL	+	May 3, 2010
UAL Announces it will provide new Opening proposals	+	June 17, 2010
United - Continental Financial Merger Transaction	+	Oct 1, 2010
AFA Presents our Compensation Proposal	+	Nov 19, 2010
Day of Action	+	January 7, 2011
AFA Petitions NMB for Single Carrier Determination	+	January 18, 2011
NMB Affirms AFA Single Carrier Determination Petition	+	April 1, 2011
1 Guuon		

In the end, our Negotiations come down to:

- With AFA, management pays for your raise.
- With the Machinists, you pay for your raise, paying more for Benefits, receiving less in total compensation and spending more time away from your family.





Status of Negotiations - Comparison of Proposals

April 18, 2011

A little over two years ago, 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 101 weeks in negotiations management continues to present concessionary proposals. We have completed a review of all Sections of the Contract and management has reviewed 33 of 35 Revised Sections of our Collective Bargaining Agreement. During the most recent mediation session management presented us with their proposals on Section 1 – Recognition; which seeks to restrict our rights under the Railway Labor Act (RLA) and to meddle with our Scope provisions. In Section 8 – Minimum Pay and Credit; management seeks to expand reassignment and drafting criteria, through modifying the order of assignment and drafting to occur more than 6 hours prior to departure.

Since the beginning we have worked diligently to combat this concessionary mentality, and bring to management the priorities you have deemed important. These negotiations are about moving forward and making improvements to your quality of life. Please remain informed and know that we are fighting for your interests and priorities at the negotiating table.

The following is a summary of our proposals set in contrast to the proposals made by management to this point. This is just a summary, and may not include a 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.

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. A Tentative Agreement must be ratified by AFA Members in order to take effect.

Red = Updated changes from January 28, 2011

Book = Current Contract

Section 1 – Recognition		Section 2 – Definitions	
AFA • Book	 United Management Book on Recognition Establish subsidiaries and alter ego airlines not staffed with Flight Attendants on the seniority list Restrict Flight Attendants' right under the Railway Labor Act to strike if the Company engages in a conduct deemed to be a major dispute Restrict Flight Attendants' right under the Railway Labor Act to engage in a sympathy strike Double the cap on the number of Foreign Nationals from 1.5% of the seniority list to 3% Eliminate the requirement for Foreign Nationals to be released before a voluntary furlough of Flight Attendants on the seniority list 	 AFA Increase holidays Same day reassignment ("fake 3-day" fix) EWR/JFK/LGA Co- Terminals (Agreed) Domestic Partner Definition 	 United Management EWR/JFK/LGA Co-Terminals (Agreed) No revised proposal
Section 3 - Union Activity		Section 4 – General	
AFAIncrease FPLUnion office spaceNo use of disapproved hotels	 United Management Limit scope of Union Travel and number of Union Reps Eliminate Union involvement in hotel selection 	 AFA Increase PTO No fee for CJA Recording of Crew Desk International domiciles direct deposit 	 United Management Eliminate PTO Eliminate Pass Travel for opposite gender Domestic Partners

Section 3 - Union Activity		Section 4 – General	
Section 3 - Union Activity			
	 United Management Reduce activities eligible for FPL Reduce required LEC information 	 AFA International On-Board rest facilities improvement Signature required mail Current book for \$50 minimum reimbursement check (Agreed) Reciprocal Cabin Seats (Agreed) 	 United Management Eliminate Pass Travel for Surviving Spouse Company's unilateral ability to change Pass Travel Ability to substitute companion for spouse for Pass Travel Eliminate checked luggage on International trips of 4 days or more Free local calls, Wi-Fi in existing Domicile crew lounges Eliminate crew lounges at non-Domicile locations Expand tidying requirements Eliminate staffing guidelines and minimum bid positions CJA denied for weight restrictions
Section 5 - Compensation		Section 6 - Expenses, Transporta	tion & Lodging
 AFA Increase pay Increase Reserve guarantee and override Merged pay scale Longevity Drafting pay Penalty pay New "ground pay" 	• No proposal	 AFA Increase expenses Greater of \$40 or 40% of cost of room for not using layover hotel (counter-proposal) Downtown for layovers over 15 hours Increase crew meals Actual reimbursement for cab or transportation 	 United Management \$20 payment for not using layover hotel No Downtown layover requirement Eliminate ability for self help if room not ready Hotel room for sits over 5 hours or 4 hours if between 2100 and 0559 No Per diem rate proposal Per diem not paid for training at domicile Parking provided at Domicile only. Ability to choose \$30 commuting payment in lieu of parking Eliminate taxi reimbursement between 2200 to 0800 departure and 2000 to 0600 arrival Eliminate short call taxi reimbursement Eliminate domestic crew meals Payment when required international crew meal not provided
Section 7 - Hours of Service & Contractual Legalities		Section 8 - Minimum Pay and Credit	
 AFA Increase RSV # of days off Shorten duty day Increase legal rest Improve crew rest Key-in-hand legal rest on layovers 	 United Management Eliminate Quarter System Eliminate rest provisions: 8-in-24 30-in-7 1-in-7 Extend Maximum Duty Time to 16 hours, or more when last segment is Deadhead Reduce Legal Rest to 8:45 hrs actual on layover 	 AFA Increased duty rigs 8.J. reassignments Drafting pay Increase call out pay Full pay for holding 	 United Management Eliminate minimum duty rigs (5/10/15/20) Reduce trip rig – time away from home (1 for 4) only when ID has pre-scheduled layover of 29 hours Holding time paid after 30 minutes. Eliminate limit on max holding Expand reassignment and drafting criteria

continued from previous page			
Section 7 - Hours of Service & Contractual Legalities		Section 8 - Minimum Pay and Credit	
Section 7 - Hours of Service Section 9 - Flight Assignment AFA 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 • Weaken the limitations on Night-Into-Day Flying • Reduce LH minimum days off to 8, RSV to 10	Section 8 - Minimum Pay and C Section 10 - Reserve Schedulin AFA 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	 Procedures United Management "A Reserve is always subject to reassignment" Straight Reserve All Ready Reserves. "Call out Reserve" is Ready Reserve for 8 hours a day. All Reserves on 24 hour call for 1st 3 days of month and holiday periods
Limited critical coverage provisions (Agreed)	 Mix Inti and Dom IDs Limited critical coverage provisions (Agreed) Expand definition of domestic Eliminate minimum guaranteed trades with open flying & trades will be denied if Crew Desk determines RSV coverage is insufficient Eliminate cap on number of LQs on domestic flights 	 Increase Reserve days off Reserve guarantee 90 hours Increase Reserve Override 5-hour pay per Vacation day Eliminate second assignment Ability to trade Reserve assignments 	 Reduce Reserve days off to 10 with 6 movable days Reserve guarantee 83 hours Eliminate Reserve override Reserve bumped from assigned IDs by Lineholder 2-hour call out, 1:40 actual 6-hour airport standby, paid for 4 hours. Trip may be assigned up to 2 hours beyond 6 hour standby; or longer if insufficient Reserve coverage Airport standbys to board, deplane and perform pre-departure All Reserves subject to board, deplane, perform pre-departure at the end of assignment No order of assignment No order of assignment from contact on layover Must remain phone available for possible reassignment after receiving assignment Eliminate Christmas wish list Expansion of second assignment rights Reduce legal rest No monthly cap for Reserves Ability to pick up trips departing before 1100 when returning from days off. May be subject to reassignment at check-in
Section 11 – Deadheading		Section 12 – International	
 AFA Seating assignments and upgrade procedures Economy Plus and exit row seat booking for Economy 	 United Management Booked in Economy for all DHD. Exit row and seat assignment priorities 	AFAReassignment & drafting payReduce duty dayIncrease legal rest	 United Management Increase duty day Decrease legal rest Shrink definition of International

Section 11 – Deadheading		Section 12 – International	
	 United Management Upgrade per "Chain of Command": Captain, then other pilots, next Purser, and lastly, other Flight Attendants in seniority order No drinking while DHD at any time Restrict DHD deviation 	West Coast and Hawaiian turn restrictions Eliminate selection and increase Purser Training Purser discretion for Onboard rest	 United Management Eliminate cap on number of LQs per flight Pay system senior Flight
Section 13 - Military Airlift (Command (T.A.)	Section 14 - Temporary Duty A	ssignment (T.A.)
• Book		• Book	
Section 15 - Training and Me	etings	Section 16 – Uniforms	
 AFA Full pay for training and travel Pay greater of trip's dropped, 5 hours or 1 for 1.2 AFA approved hotel Ability to trade even if did not bid Increase IST Training Home study paid at the greater of 1 hour or 1 for 1.2 Travel to training in the form of an ID 	 United Management Eliminate 3-hour min pay guarantee Paid at 2:30 hours 1-hour pay for home study regardless of length Eliminate restriction on training at night and length of training Eliminate 1-in-7 protection Must trade or drop conflict or removed without pay Must attend RET on must go month or subject to discipline Space available travel when returning from training unless flying the next day Travel to training in the form of an ID 	 AFA No advertising on uniforms Clarify uniform points (Agreed) Clarify replacement due to wool allergies (Agreed) Limited exception to distinctly different uniforms (Agreed) Make winter coat part of basic uniform (Agreed) 	 United Management Clarify uniform points (Agreed) Clarify replacement due to wool allergies (Agreed) Limited exception to distinctly different uniforms (Agreed) Make winter coat part of basic uniform (Agreed)

Section 17 – Seniority		Section 18 – Vacations	
AFA6 year accrual while on Medical Leave of Absence	United Management Flight Attendants who transfer to Onboard Management to retain and accrue seniority indefinitely Increase probation period to 8 months Flight Attendants on special assignment or who transfer to positions in Onboard accrue seniority indefinitely Medical Leave of Absence maximum, shorter of 6 years or time in service	 AFA Increase vacation days for under 5 years and over 30 years 4:00/5:00 per vacation day based on increased flying levels Vacation work through Increase allocation for interim bids 	 United Management Max 37 paid days – reduce accrual based on min flying levels, 7 unpaid days 3:15 per vacation day Eliminate interim bid process Eliminate vacation pay advance Maximum 5 splits Vacation fly through Eliminate vacation buy back Eliminate DAT
Section 19 - Sick Leave		Section 20 - Physical Examinat	tions (T.A.)
 AFA Increase monthly sick leave accrual to 5/6 hour based on increased flying levels Occupational bank Long term bank Rapid re-accrual Direct deposit for Occupational reimbursement Cash out of sick leave bank at retirement Use of sick leave for family member Turbulence related injury occupational process 	 United Management Sick leave accrual to 4 hours decreased based on flying level Occupational bank rapid depletion Catastrophic bank Rapid re-accrual No sick leave accrual on sick leave status Use of sick leave for spouse and children Reduce use of sick leave pay to supplement Occupational benefits Sick leave make up within same month only Monthly sick leave and occupational pay capped at 83 hours Benefits under COBRA after 30 days of unpaid sick leave 	• Book	
Section 21 - Reduction in Pe	rsonnel	Section 22 - Filling of Vacancie	es
AFA • Book	 United Management Benefits under COBRA while on voluntary furlough Furlough by domicile - may displace junior Flight Attendant in other location No specific length of time when awarded voluntary furlough. Terminated if not recalled within 5 years Flight Attendants on special assignment may not be subject to furlough Restrict system-wide voluntary furlough awards for International Domiciles Restrict voluntary furlough awards for Pursers and LQ No requirement to create vacancies where Flight Attendants can legally work 	 AFA 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 Eliminate hotel for new hires or for newly established domiciles Eliminate annual BP-3 for Intl Domiciles Eliminate COMAT allowance Settling time to be taken within a month of transfer Inability to transfer if on LOW 4 discipline level New hires may transfer before incumbent Flight Attendants Ability to force transfer to international location

Section 23 - Leaves of Absence		Section 24 - Moving Expenses	
 AFA Medical Leave of Absence, shorter of 6 years or time in service Maternity, paternity, adoption leave extension of up to 180 days FMLA improvements Ability to be awarded new leave from leave status 	 United Management Medical Leave of Absence maximum, shorter of 6 years or time in service Educational seniority accrual reduced from 270 days to 90 days Reduce ability to fly until 31st week of pregnancy to 27th week Eliminate maternity leave extension for the health of the newborn child Maternity leave extension up to12 month. Seniority accrual stops the later of 8 weeks after delivery or after 90 days on leave Benefits under COBRA after 30-days unpaid status 	AFA • Expanded language	United Management Eliminate moving expenses for new domiciles Reduce reimbursement for moving expenses from actual to \$500 maximum without receipts or \$10,000 with receipts for moving at company request Flight Attendants excluded from moving expenses policy extended to other employee groups and management
Section 25 - Personnel File (T.A.)	Section 26 - Grievance Proced	lures
 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 • Book	United Management 30-day statute of limitation to file LEC and MEC Grievance
Section 27 - System Board of Adjustment (T.A.)		Section 28 - Missing, Internment, Prisoner of War Benefits (T.A.)	
Provision to ensure 80 days	of System Board are used	• Book	
Section 29 - Worker's Comp	ensation Benefits (T.A.)	Section 30- Union Security	
• Book	• Book		 United Management Probationaries to pay dues Eliminate appeal process for termination for non-dues payment
Section 31 - Safety and Head	Ith and Security	Section 32 - Savings Clause (T.)	A.)
 AFA Fatigue protection Pesticide protection Communicable Disease Policy (Agreed) 	United ManagementCommunicable Disease Policy (Agreed)	• Book	
Section 33 – Benefits		Section 34 – Retirement	
 AFA 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 Eliminate Contractual provisions. All benefits and terms offered at company discretion Increase Flight Attendant cost Company to pay no more than 80% of aggregate cost of Medical Plans, if plans offered: o "Notify the Union in writing in advance of the effective date of such changes" 	 AFA Increase direct contribution and match to 401(k) or equivalent Roth IRA Annuity feature 	 United Management 401(k) 3% direct contribution 3% match Eliminate Contractual Provisions All benefits and terms related to Retirement or 401(k) offered at company discretion Eliminate all other Contractual requirements: Vesting Enrollment Loan features In-service withdrawal Quarterly statements Expedited dispute resolution process Retirement Board

Section 33 – Benefits		Section 34 – Retirement	
	United Management Eliminate all other Contractual requirements: Medical Dental Vision Prescription drugs Long term care Flexible spending Long term disability Jeffe (term) Group Universal Life (GUL) Group Uni		United Management
Section 35 - Duration (and Letters on which we have reache	Letters of Agreement) d Tentative Agreement=Current Book	Hotel Standards	
 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 	 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 	AFA • Incorporate into Agreement	United Management Eliminate Hotel standards including safety, amenities, food and all required standards Eliminate all Union involvement

Negotiations: Creating Our Opportunity

Partnership Program

AFA current book

- Company to offer Partnership to avoid furlough
- Partnership awarded based on seniority of senior partner
- Line awarded based on seniority of junior partner
- Flight Attendants with different qualifications may be partners
- Half Sick Leave and Vacation accrual
- Monthly max: 46/48:30/50 hours
- Reserve Guarantee: 3:45/3:57 hours per day of availability
- Procedures to shift vacation if partners' vacations overlap

Partnership / Jobshare

United Management

- Partnership duration of calendar year
- Jobshare duration of bid month
- Both offered at management discretion
- No requirement to offer to avoid involuntary furlough
- Partnership/Jobshare awarded based on seniority of senior partner
- Offered by domicile
- Line awarded based on seniority of senior partner
- Flight Attendants with different qualifications may not be partners
- Company may deny award based on qualifications
- Vacation and Sick Leave accrual reduced based on flying level
- Monthly max: 55 hours
- Reserve Guarantee: 41:30 regardless of days of availability
- Reserve line split in the middle (ie. 1-15/16-30)
- No provision to shift vacation if partners' vacations overlap





From day one we have solicited your feedback and input to identify and refine your priorities in our negotiations. We remain transparent in our regular negotiations updates at all times to keep you informed of our progress.