

2012 Tentative Agreement Contractual Improvements

Questions and Answers – Number One

GOT QUESTIONS? WE HAVE ANSWERS...

Answers to many frequently asked questions are in the following Q&A section. We strongly encourage you to read through all of them to give yourself as much information as possible and share this with your flying partners.

If you have a question that we've not addressed in this mailing, we encourage you attend a United Flight Attendant Tentative Agreement Roadshow, attend a Local Council meeting and contact your Local Council office to ask your questions. By getting information and answers from your Union Leadership you can be sure the information is accurate and those who provide to you are accountable for our responses. Getting information from rumor or social media often leads to the perpetuation of false or misleading information that creates confusion. Get your facts from the source who knows what we're talking about. Be an informed participant, and ensure you are armed with all of the knowledge you will need when you vote in this very important vote.

1. **Where can I review the Tentative Agreement?**

A copy of the full text Tentative Agreement will be mailed to every Members home and it is also available at www.unitedafa.org.

2. **Am I eligible for retirement medical benefits if I participate in the Early Out Program?**

If you are retirement eligible and take the Early Out, you receive your normal retirement benefits (retiree medical and passes) at the time you retire as well as the early out payment and the signing bonus. COBRA only applies to those who are not eligible for retiree medical.

3. **Do we have the ability to “age into” retiree medical benefits in the same manner as for retiree travel passes?**

No. In order to be eligible for retiree medical benefits, you must be retirement eligible at the time you take the Early Out otherwise you are eligible for 18 months of COBRA coverage, the first three months of which are subsidized by the company. Early Out Flight Attendants pay the same rate as active Flight Attendants during these three months.

4. **Who is eligible to vote on the Tentative Agreement?**

All active “dues paying” AFA Members in Good Standing are considered eligible voters. The AFA Constitution and Bylaws provides that any Flight Attendant on voluntary furlough, leave of absence, etc. may elect to keep her/his AFA Membership active while away from work. In order to exercise this option, a Flight Attendant must elect to place her/himself on a “Leave and Remain Active” status with AFA while continuing to pay monthly dues. To take advantage of this status the Member must:

State their intention in writing to:

Kevin Creighan, AFA International Secretary/Treasurer
Association of Flight Attendants-CWA
501 3rd Street NW
Washington, DC 20001



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Meet AFA dues obligation of not only the first 90 days following the leave of absence or voluntary furlough, but all dues through and including the month in

which the ballot is counted – February 2012. For those Members who are beginning the Voluntary Furlough effective March 2, 2012 and who have not been on the previous Voluntary Furlough, you will have a 3-month dues obligation, and therefore will be eligible to vote on the Tentative Agreement, if you are a Member in good standing. For our Members who are on Voluntary Furlough previously and are inactive, you must follow the steps above to make yourself “active” in order to participate in the vote.

5. How can I pay my dues so I can vote?

Dues may be paid in one of two ways:

Online at www.afacwa.org/payment using Mastercard or Visa.

Payment by check or money order may be sent directly to the AFA International Office as follows:

For Membership Dues questions: [Use this online form](#) or call 1-800-424-2401, Extension 707

Pay On Line at the AFA Dues Payment site: www.afacwa.org/payment. We strongly encourage you to use this service.

Via Check/Money Order: Make checks or money orders payable to AFA-CWA and mail to: AFA-CWA/501 3rd Street NW/Washington, DC 20001

If dues are mailed, they must be received in the International Office no later than 5:00 PM Eastern Time on February 27, 2012 in order for a Member to be considered active for the vote.

6. May I vote if I am delinquent in my dues?

Members who have not paid their dues and are not on furlough or leave status are considered delinquent. These Members will receive voting instructions. However, they will not be eligible to have their vote counted unless the delinquency and dues are paid in full before 5:00 PM Eastern Time on February 27, 2012. Members who have elected to be billed directly from the International Office may submit their dues to the address listed above. Those payments must be received no later than 5:00 PM Eastern Time February 27, 2012 to be eligible to vote.

If Members are delinquent and have not established billing or a payment plan, they may make payments using the Website, www.afacwa.org, or directly to the Washington Office. Dues must be brought current in order to participate.



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7. How will I know if I am Eligible to Vote?

In order to be eligible to vote, you must be:

- Member of AFA-CWA
- Active Member in good standing or continuing to pay your dues each month while on a leave of absence or voluntary furlough
- In good standing as of day of the ballot count. (Your dues may not be more than 30 days in arrears. If you are in bad standing and wish to vote please contact the AFA-CWA Membership Services Department at 800-424-2401. Ext 707)

8. How long will the voting for this Tentative Agreement be open?

Flight Attendants will have the ability to vote on this Tentative Agreement for 30 days. Voting will begin on January 30, 2012 and end on February 28, 2012.

9. Will there be Roadshows to review the Tentative Agreement?

The Negotiating Committee will be traveling to all 14 Domiciles during the voting period to answer any and all questions you may have. A schedule of the Roadshows with dates and locations can be found on our website.

10. Will there be Local Council meetings to ask questions?

Yes. All 14 Councils will hold meetings throughout the voting process. To find out when your Local Council is having a meeting please contact your Local Council or visit www.unitedafa.org for a list of meeting locations.

11. What is the duration of this Tentative Agreement?

The duration of this Tentative Agreement is four years. However, it can be shortened based on the successful conclusion of Single Contract Negotiations.

12. What is the effective date of the Tentative Agreement if it passes Membership ratification?

The effective date of this Tentative Agreement would be the date of Membership ratification.

13. What happens if the Tentative Agreement fails Membership ratification?

If this Tentative Agreement fails we will return to Mediation under Section 6 of the Railway Labor Act as we were prior to Expedited Mediation. Expedited Mediation has concluded.

14. Who is eligible for Early Out?

Flight Attendants who have 15 years of service with United Airlines as a Flight Attendant on or before August 31, 2012 are eligible to participate in the Early Out program. Flight Attendants on Voluntary Furlough and any Leave of Absence are also eligible to participate in the Early Out program.



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15. Can any portion of the Early Out payment be deferred into my 401(k) account?

No. No portion of the Early Out payment can be deferred into the 401(k) account nor is this money considered to be “Qualifying Wages” under Section 5.J.1.f. of the Contract. This payment will be made within 30 days following separation from the company.

16. Who is eligible for the Cross Over?

All active Flight Attendants, including Flight Attendants on Voluntary Furlough, are eligible to participate in the voluntary Cross-Over program.

17. What happened to the rest of the issues we were negotiating on before Expedited Mediation?

Any Provisions or Sections from the current Contract that have not been modified in this Tentative Agreement will remain “book” and, if still a priority, will be addressed in Single Contract Negotiations.

18. When will we see the other improvements that are important that are not included in this Tentative Agreement?

Other improvements will be addressed in Single Contract Negotiations. Feedback will be gathered through Member surveys, Roadshows, face-to-face discussions and Local Council Meetings.

19. Why are there so few improvements to our Contract in this Tentative Agreement?

The Expedited Mediation process is a different type of Negotiations. This process is used to provide a path forward to achieving a Tentative Agreement sooner rather than later on a limited number of improvements. All remaining improvements, if still a priority, will be addressed in Single Contract Negotiations if this Tentative Agreement is ratified.

20. When do our next Contract negotiations take place?

If this Tentative Agreement is ratified, the company is obligated to start Negotiating with AFA for a single Contract no later than 120 days following notice which will be provided no earlier than 30 days and no later than 60 days following ratification of this Agreement.

21. Why does the Tentative Agreement contain productivity enhancements for management?

Negotiations consist of both parties working from different needs and involves give and take. AFA stood in opposition of management’s desire to take away our legalities. In these negotiations we were able to minimize destruction of our contract and contractual language (i.e. 8 ½ in 24 and 35 in 7) and improve rest for duty periods which exceed 10:30. Feedback from Flight Attendants allowed us to provide options within the legalities for those who wanted it.



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22. Why isn't the pay increase higher, at least up to the Continental pay rates?

When management counter-proposed AFA's compensation proposal, this is all that they were willing to agree to pay. Our Negotiating Committee looked at all that was achieved in this round of bargaining and agreed to this pay raise in order to bring us this Tentative Agreement.

23. Why are my personal priorities not included in this Tentative Agreement?

In the Expedited Mediation process it was necessary to narrow our improvements down to 12 "major issues." These major issues were decided from numerous Membership surveys, Roadshows, face-to-face discussions and Local Council Meetings, all of which re-affirmed our collective top priorities have remained the same throughout these Negotiations.

24. Did we use professional negotiators?

Yes. AFA employs professional negotiators who attend every bargaining session and work in conjunction with elected Flight Attendant negotiators. In addition AFA retains experts to assist in our negotiations when there is need for specialists in certain Contract provisions such as benefits.

25. How soon will I receive my Signing Bonus? Will it be via check or into my 401(k) account?

Once this Tentative Agreement is ratified the company has 30 days to issue the Signing Bonus via payroll check or electronic deposit (less applicable taxes and deductions.) Flight Attendants may contribute their current deferral election on file to their 401(k) if they elect to do so.

26. Who will be on the Negotiating Committee for Single Contract Negotiations?

This will be determined by election. The United MEC Policy Manual requires us to elect our Negotiating Committee. We will post the vacancies in which we will identify the necessary qualifications. All Members in good standing will be eligible to run for the two positions.

27. How will I be able to give feedback and priorities for Single Contract Negotiations?

Feedback and priorities will be collected for our Single Contract in the same manner that AFA has done in the past through numerous surveys, Roadshows, face-to-face discussions and feedback to your Local Council Representatives.

28. Who receives the Signing Bonus & when will it be paid?

Any Flight Attendant on United Airlines payroll on the ratification date will receive the Signing Bonus and this will be paid within 30 days following ratification.

29. What is the Furlough Protection clause in this Tentative Agreement?

The Furlough Protection in this agreement provides job security protection against any involuntary furlough that might have resulted because of the modifications contained in the new Agreement.



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30. What benefits/improvements are in the 2012 Tentative Agreement that helps middle seniority Flight Attendants?

In addition, to all of the negotiated benefits, including increased compensation, the Early Out program will benefit the middle seniority Flight Attendants with their seniority moving up, as more senior Flight Attendants take the Early Out Program.

31. Why didn't AFA put out every change to the Tentative Agreement?

All current changes to our Tentative Agreement are now on our website, including the full text of the Agreement. We challenge anyone to find another Union that provides more information than AFA.

32. Has the 3% direct contribution to our 401(k) been negotiated away in the new Tentative Agreement?

No. Changes in the Tentative Agreement text were editorial and just deleted references to the 'phase in' of past matching. Section 34.B.5.a. states that, "The company will make a direct contribution to the 401(k) Plan equal to three percent (3%) of a Flight Attendant's Eligible Earnings." This is in addition to the 3% company match, which is contained in Section 34.B.7.

33. Why did we agree to 8:30 in 24?

In order to preserve this work rule, our Negotiating Committee agreed to the additional thirty minutes. In addition, we negotiated the rest requirement for duty periods greater than 10:30. 8:30 in 24 is a rest provision and these changes protected the rest.

34. Will the crew desk be able to force a crew to work a trip to protect the "Operational Integrity", regardless of scheduled layover and prior duty, so as to keep a flight from being delayed or cancelled?

No. You cannot be forced to waive your legal rest. In the domestic operation, Crew Scheduling can make the request at a non-domicile location and if you concur, you will be paid an additional five (5) hours over and above your line guarantee.

35. What improvements were made to retirement?

Improvement to the Retirement Section of our Contract includes the addition of a Roth 401(k) option. Although there wasn't a change to the percentage, a larger amount of money will be put into your 401(k) by virtue of the hourly rates of pay.

36. Why isn't there a single pay scale for International & Domestic?

The company would not entertain the idea of a single pay scale. The Negotiators then made all attempts to decrease the gap between Domestic and International pay across the 4 years of this Agreement.



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37. Will there be a cap to the number of Flight Attendants that can take the early out?

At this time there are no caps to the number of Flight Attendants that can take the Early Out. Management will look at the operational needs for the period following August 31, 2012 and that number will determine the number of Early Out awards to process. If there are more eligible bidders than the company believes the operation can handle, management has the sole discretion to determine the number of Early Outs to award in seniority order.

38. For legal rest, does the new language mean that if a duty day is 10:30 or more, minimum rest has to be 10:30? Or does it mean that if duty day is 10:30 or more, the rest must be equal to or greater than the length of the duty day?

You must have a legal rest equal or greater than your duty day if the duty period exceeds 10:30.

39. When opting for max hours, will any additional legalities be waiveable; 8:30/24, 1 in 7, 35 in 7 and the new legal rest provision?

Each of these waivers are separate and independent. For example, you can elect to fly more than 100 hours without being required to waive 8:30 in 24, 1 in 7 or 35 in 7. You may, however, elect to do so.

40. With the crossover program, will United Flight Attendants work and be paid at their United seniority or at a new hire seniority at Continental?

In this Tentative Agreement, United Flight Attendants who elect to cross over will be paid Continental rates of pay at their current United Seniority. They will, however, work as a new hire Flight Attendant, likely as a domestic reserve at IAH or EWR.

41. Assignment of open IDs: If an invalid open trip request results in reassignment to the lowest priority, can request be canceled & resubmitted?

The only time there will be automatic action at the lowest priority is if the trip requested is in the open trip file and is being awarded. For that reason, there would be no opportunity to cancel.

42. Why did we agree to an earlier check-in for the 757?

The reason for this is two-fold. First, this addresses our ongoing concern about not being able to accomplish all duties, including safety checks, prior to boarding. In addition, by virtue of the duty rig, your pay will increase when the 15 minutes is added to your total duty period. It is important to note, AFA did not agree to an increase in duty period length.

43. Does this Tentative Agreement really allow me to fly as much as I want?

Yes. Lineholders are able to pick up as much flying as you want as long as you follow all legalities. Reserves are able to opt to fly either to 100 hours or over 100 hours each month.



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44. Is the 2 for 1 rest language replaced by the rest requirement of “greater than or equal to a duty day of 10:30 or more?”

No. The 2 for 1 rest requirement was strictly for 8 in 24 situations. It is possible to have a 10:30 duty day, which might include deadheading and sits, neither of which are considered for the purpose of calculating in the new 8½ in 24. The rest requirement for duty periods in excess of 10:30 is an improvement based on duty, not flight time.

45. Why did AFA agree to delete the language on the bidding timeline from Section 9.C.3.a. of the Contract?

That language reflected the previous bidding dates of the 10th and 17th. Deleting the language recognizes the current process where bids open on the 12th and close on the 18th of each month.

