



ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO
501 Third Street, NW, Washington, DC 20001-2797

PHONE 202•434•1300 MAIN FAX 202•434•1319 LEGAL FAX 202•434•0690

September 18, 2012

Dianne Tamuk

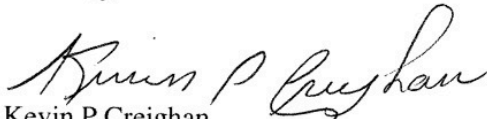

Re: Charges under Article X of the AFA-CWA Constitution & Bylaws
(Sent electronically & by Certified Mail)

Dear Ms. Tamuk:

Enclosed please find a copy of the charges filed against you by United Master Executive Council President Greg Davidowitch under Article X of the AFA Constitution & Bylaws. These charges will be forwarded to the Hearing Board for its review. Pursuant to Article X.D.4., the Hearing Board will determine whether good cause has been shown to accept jurisdiction over these charges in the first instance, and will notify the parties of its decision no later than (15) days after it receives the charges.

If you have any questions about this process please consult Article X and Section VIII of the AFA Constitution & Bylaws. You may also contact AFA's General Counsel, Ed Gilmartin, with any questions you may have.

Sincerely,


Kevin P Creighan
International Secretary-Treasurer

cc: Greg Davidowitch

INFLIGHT SAFETY PROFESSIONALS



INTERNATIONAL TRANSPORT WORKERS' FEDERATION

21






ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO
501 Third Street, NW, Washington, DC 20001-2797

PHONE 202•434•1300 MAIN FAX 202•434•1319 LEGAL FAX 202•434•0690

September 18, 2012

Elizabeth Saxon


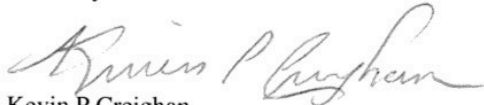
Re: Charges under Article X of the AFA-CWA Constitution & Bylaws
(Sent electronically & by Certified Mail)

Dear Ms. Saxon:

Enclosed please find a copy of the charges filed against you by United Master Executive Council President Greg Davidowitch under Article X of the AFA Constitution & Bylaws. These charges will be forwarded to the Hearing Board for its review. Pursuant to Article X.D.4., the Hearing Board will determine whether good cause has been shown to accept jurisdiction over these charges in the first instance, and will notify the parties of its decision no later than (15) days after it receives the charges.

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Sincerely,



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cc: Greg Davidowitch

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501 Third Street, NW, Washington, DC 20001-2797

PHONE 202•434•1300 MAIN FAX 202•434•1319 LEGAL FAX 202•434•0690

September 18, 2012

John W. Phillips



Re: Charges under Article X of the AFA-CWA Constitution & Bylaws
(Sent electronically & by Certified Mail)

Dear Mr. Phillips:

Enclosed please find a copy of the charges filed against you by United Master Executive Council President Greg Davidowitch under Article X of the AFA Constitution & Bylaws. These charges will be forwarded to the Hearing Board for its review. Pursuant to Article X.D.4., the Hearing Board will determine whether good cause has been shown to accept jurisdiction over these charges in the first instance, and will notify the parties of its decision no later than (15) days after it receives the charges.

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Sincerely,

Kevin P Creighan
International Secretary-Treasurer

cc: Greg Davidowitch

INFLIGHT SAFETY PROFESSIONALS



INTERNATIONAL TRANSPORT WORKERS' FEDERATION





ASSOCIATION OF FLIGHT ATTENDANTS - CWA, AFL-CIO
6250 N. River Road, Suite 4020, Rosemont, IL 60018

PHONE 847•292•7170 FAX 847•292•7180 website: www.unitedafa.org

September 14, 2012

Mr. Kevin Creighan, International Secretary -Treasurer
Association of Flight Attendants – CWA, AFL-CIO
501 Third Street NW
Washington, DC 20001

Dear Kevin:

In accordance with Article X of the Constitution and Bylaws governing the Association of Flight Attendants-CWA, I hereby submit the following complaints against John Phillips, Local Council 11, Elizabeth Saxon, Local Council 11 and Dianne Tamuk, Local Council 21. Accordingly, I hereby request a complete investigation and proper disposition of these matters in accordance with the provisions of the Constitution and Bylaws of the Association of Flight Attendants- CWA, AFL-CIO.

The above named individuals are charged with violations of our Constitution and Bylaws, specifically:

Article X.A.1.a.

Willful violation of the Constitution and Bylaws.

Article X.A.1.f.

Entering into an employment agreement, or any contract which might injure the Union.

Article X.A.1.g.

Improperly disclosing confidential matter of the Union.

Article X.A.1.i.

Acting in any manner to circumvent, defeat or interfere with collective bargaining between the Union and an employer or with existing collective bargaining agreements.

Article X.A.1.j.

Doing any act contrary to the best interests of the Union or its members.

Article X.A.1.l.

Acting in any manner disloyal to the Union.

COMPLAINT

All of the aforementioned accused Members have been identified as employees of the IAM District Lodge 142 for the purposes of reporting on the 2011 LM-2 (Exhibit 1). This receipt of compensation, receipt of in-kind remuneration, and or expenses reimbursement from an entity or organization that sought to challenge the exclusive bargaining rights of AFA-CWA is evidence of their past attempt to replace AFA-CWA as the exclusive bargaining representative for United Flight Attendants. Their ongoing actions are proof of that vested commitment to replace AFA-CWA as the exclusive bargaining representative for United Flight Attendants.

Phillips, Saxon and Tamuk are co-founders of the "Flight Attendants Coalition for Change" (FACC) and were previously known as the "IAM United Steering Committee" (Exhibit 2). The FACC distributes publications, including a blog (Exhibit 3) and a "Joint Contract Survey" (Exhibit 4). This survey solicited information about Union representation and joint contract negotiations.

The FACC regularly makes false statements of fact, malicious libelous and defaming statements contained in emailed publications of the FACC blog. Additionally, the named Members also repeat these statements on Facebook and/or other social media. These ongoing and repeated actions amount to concerted activity intended to interfere with the affairs of AFA-CWA. Further, upon the expiration of the eighteen (18) month bar by the National Mediation Board (NMB) they plan to file for another representation election (Exhibit 5).

As evidenced in the FACC publications, the bi-monthly blog and the "Joint Contract Survey" that is maintained on a website and distributed via email, the so called "Flight Attendants Coalition for Change" has committed serious and willful violations of our Constitution and Bylaws. Many members of the United Master Executive Council have brought to my attention that certain individuals have:

- committed such deeds as to portray the Union as a threat
- fostered fear, misinformation, and deliberate acts intended to destroy our unity
- created an atmosphere of fear and emotion intended to discredit our Union and its duly elected representatives

Subsequent to the conclusion of the representation election, and the findings of the NMB regarding charges of interference, these Members acting with others, continue to seek to unseat AFA-CWA as the representative of the Flight Attendants at United Airlines.

While typically discreet regarding their comments so as to not run afoul of prohibitions against such behavior, the totality of their actions support a challenger to "defeat or interfere with collective bargaining between the Union and an employer" (Article X.A.1.i.).

In fact, Dianne Tamuk, has distributed information on how to, and advocated for the changing of Unions. Recently, she described the process upon which that would occur:

"To CHANGE unions, one would sign a card that petitions the NMB to hold a representation election between two unions – the incumbent and a challenger. The challenger must provide the NMB with 50%+1 active cards (signed within one year) stating the employees have an interest in being represented by another union. The NMB would hold an election and the union with a majority of votes would become or remain the representative. There is a TWO year bar on seeking a change in

representation. However, in its recent ruling on the interference charges at United, the NMB has reduced that bar to 18 MONTHS.” (Exhibit 6)

She previously erroneously advised that the FACC would have to wait a year before seeking to remove AFA:

“We just finished the outcome of the representational dispute between the AFA and the IAM. The members voted and chose AFA. Our recourse now is to wait one year and then present a “show of interest” to the NMB that we want to vote again.” (Exhibit 7)

The FACC, specifically Elizabeth Saxon, was the recipient of a confidential draft of the AFA Joint Negotiations Survey intended for CAL, CMI and UAL Flight Attendants. She helped develop and promoted a FACC Survey intended to circumvent, defeat and interfere with collective bargaining. Furthermore, along with John Phillips, she actively promoted a 15 question survey that in addition to interfering with collective bargaining is rife with union busting anti-AFA propaganda. (Exhibit 8). John Phillips, is also a self acknowledged founder of the FACC and is responsible for disseminating misleading information via email and social media, including the FACC Survey (Exhibit 9).

ARGUMENT

Decertification of our Union is a serious matter and not to be taken lightly. These Members have demonstrated the capacity to undertake efforts to harm our Union and must be held accountable.

These FACC representatives have undertaken libelous actions by exposing our Union and its representatives to hatred, shame, disgrace, contempt or ridicule. Their actions are intended to injure our Union and its reputation clearing the way for decertification.

Clearly, as delineated by common sense, law and our Constitution and Bylaws, there are consequences for engaging in such activities. When you publish online, whether it's on a blog, in social media, etc, there are rules against doing something that harms the reputation of another person, group, or organization. By undertaking the publication of the blog and survey, the named individuals have committed repeated violations of our Constitution and Bylaws.

Our Constitution and Bylaws specifically prohibits an AFA-CWA officer or representative from penalizing, disciplining, or otherwise interfering with, or retaliating against any Union Member for exercising their right to express views, arguments and opinions in connection with the affairs of the AFA-CWA. That right is not at question here, in fact, it is expressly recognized that, our Union was founded on democratic principles including the fundamental right of Members to freely express themselves on matters pertinent and relevant to the state of our union and our profession as Flight Attendants. However, these FACC representatives clearly have ulterior motives that cannot be explained by being a dissident.

Our elected leaders have a sacred trust, enshrined in our Constitution and Bylaws, to maintain and encourage democratic principles and fundamental rights. These rights, some might say are a duty to be highly critical of AFA. That right is fully understood and encouraged within our Union. Members are never chastised for opinions, even when unpopular or in the minority; in fact, dissenting views are sought after and welcome. It is understood that AFA-CWA will neither condone nor tolerate behavior that undermines the dignity or self-esteem of any individual or

creates an intimidating, hostile, abusive or offensive environment. This commitment applies to all officers, members, and staff in AFA-CWA.

Those rights and commitments are not at question here. The violations of our Constitution and Bylaws as delineated in this complaint are based upon the actions of the named Members of the FACC, which if left unchecked, serves to seriously damage the integrity and credibility of our Union and makes it ripe for decertification.

Our Union has confronted enormous challenges over the past several years. We have done so by standing together and focusing on the issues and concerns of our Members. One challenge that we can no longer tolerate is the effort by some people to destroy our Union. We have tolerated the intolerable and we have encouraged a civil discourse for those who may have opposing views within our Union, but for too long these certain individuals have operated outside the bounds of acceptable opposition and civil discourse. They have engaged in activities that violate our Constitution and Bylaws.

To be clear, this is not a witch hunt, but a long overdue and prudent course of action intended to hold accountable a discrete group of individuals who are co-founders of the FACC and are engaged in concerted activity in violation of our Constitution and Bylaws. Simply said, the continued actions on the part of a few will continue to harm all Flight Attendants. Lies, distortion of the truth, manipulation of facts, malicious and misleading information being circulated in print, social media and in electronic format, all serve a singular purpose. That is to discredit our Union and to create an environment where we will no longer be effective. In any case, the result is a win for management as Flight Attendants will no longer have a strong voice at United Airlines. This destructive behavior must end and an obligation exists to file these complaints against those who have perpetrated such actions.

If left standing and unchallenged the actions have the potential to send a chilling message to all AFA-CWA Members that our Union is willing to turn a blind eye to those who willfully violate our Constitution and Bylaws and that we are willing to tolerate dual unionism and those who enter into agreements to injure our Union. Inaction on our part results in the conclusion that that there is no consequence for improperly disclosing confidential matter of the Union and working to undermine the collective bargaining relationship and process with United Airlines. Immediately upon receipt of the draft AFA Joint Contract Negotiations Survey, the FACC launched a campaign to interfere with collective bargaining and developed a rogue survey. A review of the commentary distributed by the FACC makes is clear as to what their singular purpose was with regard to the rogue survey. It is clear and compelling upon examination of the facts contained herein that the named Members have undertaken definitive actions that are contrary to the best interests of the Union and its Members by acting in the manner as they have, they must be considered disloyal to the Union.

CONCLUSION

The representation election triggered as a result of the United and Continental merger is over, yet the campaign to unseat AFA-CWA continues. The actions of the FACC are planned, arranged, and agreed upon by the perpetrating parties acting together to further and fulfill their plan or cause. The carefully coordinated efforts require that all the individuals involved are liable for the actions of one another. It is clear, the named Members, undertook action to unseat AFA-CWA, and continue to do so. Dual unionism must not be tolerated.

There is no doubt that these accused Members advocate or assist others who advocate for replacing AFA-CWA with another Union. They praise the actions of those who are advocating replacing AFA-CWA. Their tactics are similar to that of the most vehement anti-union campaigns and in fact have been used by management to defeat the efforts of Flight Attendants to become members of AFA-CWA. Thinly veiled attempts to hide their commitment to unseat AFA is not protected behavior and must be recognized for what it is. A review of the evidence demonstrates that publications and other actions constitute acts contrary to the best interests of the Union or its Members and are disloyal to the Union.

As AFA leaders we fight everyday to provide for due process for our Members and hold in high regard our democratic principles. All Members of our Union have accepted and agreed to abide by our Constitution and Bylaws. They are responsible for knowing what is contained therein and to work within our Union, through our democratic process in our interactions with each other. Those, especially those who have sought high office within our Union, who proclaim and hide behind the ideals of freedom of expression, do so only to foster fear, misinformation, and to undertake deliberate acts intended to destroy our unity. They are committed to undertake such deeds as to portray our Union as a threat and to create an atmosphere of fear and emotion. Their statements are intended to discredit our Union and its duly elected representatives and are acting outside the bounds of acceptable protected behavior.

Disparaging, degrading and libelous comments, remarks, postings and actions that are in anyway directed towards any representative or our Union is prohibited by good sense as well as our Constitution and Bylaws. False, misleading and inflammatory material is detrimental to our Union and its Members and is harmful especially if some act upon incorrect information.

Statements and actions that are highly complementary of an effort being taken by some to replace AFA with another Union or to create an independent Union is cause for concern and require investigation and action.

It is clear that the totality of the accused actions, including the assumption of the responsibility to circulate various forms of propaganda, rather than working through regular established Union channels of representation are not protected activities under of Constitution and Bylaws. In fact, their actions are in clear violation of various provisions and are intended to undermine our representational rights.

Section II. F. of our Constitution and Bylaws specifically dictates that:

Any member or members who assume the responsibility of circulating improperly processed communications, briefs, or other various forms of propaganda, rather than working through regular established Union channels of representation, ***shall be considered in violation of Article X.A.1. of the Constitution and Bylaws and will be subject to discipline in accordance with the provisions of Article X.***

Based upon the foregoing, it is clear that the named Members have been engaged in dual unionism and activity directly or indirectly, opposing the Union, or its aims or purposes, or against the best interests of any member or members thereof, and should be found guilty of any actions under the provisions of Article X, resulting in expulsion from the Union. Membership in our Union is a privilege and not a right and should not be afforded to those who seek to undermine AFA-CWA.

Continuing efforts to destroy our Solidarity and our Union by a few people who are driven by politics of personal destruction and their own parochial interests must be challenged. Therefore, we can no longer sit by and allow some to seek to destroy our community of Flight Attendants. The FACC is portraying itself as the path towards replacing AFA-CWA with a different union and is promoting itself as a political organization parallel to and within an existing labor union. This "dual unionism" is considered to be destructive of the solidarity essential to the orderly functioning of labor unions and the exercise of their power vis-a-vis the employer. Dual unionism is banned by the AFL-CIO and is prohibited by various provisions of our Constitution and Bylaws.

Given the facts presented, it is requested that the Hearing Board properly investigate all charges and in addition to the sanctions as called for under Section II.F of our Constitution and Bylaws, conclude that in accordance with Article X.A.1. the Board order that the so named FACC representatives cease and desist from maligning AFA-CWA and any representative of the Union. Additionally, per Article X.A.1, further remedy available to the Hearing Board includes a fine, suspension, expulsion, or otherwise discipline deemed appropriate.

In Solidarity,



Greg Davidbwitch, President
United Master Executive Council

EXHIBIT 1

IAM District Lodge 142

Organization Name	Last Name	First Name	Middle Init	Type	Title/Status	Gross Salr	Allowance	Official Dis	Other Dis	Total Disb
MACHINISTS AFL-CIO DISTRICT LODGE 142	ALBRIGHT	BRETT		EMPLOYEE	ORGANIZ	11250		5989		17239
MACHINISTS AFL-CIO DISTRICT LODGE 142	BLEDSE	ROBERT		EMPLOYEE	ORGANIZ	7800		2520		10320
MACHINISTS AFL-CIO DISTRICT LODGE 142	BRADLEY	MICHAEL		EMPLOYEE	ORGANIZ	17000		182		17182
MACHINISTS AFL-CIO DISTRICT LODGE 142	CABADING	MANUEL		EMPLOYEE	ORGANIZ	11250		5854		17104
MACHINISTS AFL-CIO DISTRICT LODGE 142	CASTRO	MICHAEL		EMPLOYEE	ORGANIZ	11925		703		12628
MACHINISTS AFL-CIO DISTRICT LODGE 142	CHILDRESS	GINA		EMPLOYEE	ORGANIZ	10067		2360		12427
MACHINISTS AFL-CIO DISTRICT LODGE 142	CHISM	CHARLES		EMPLOYEE	ORGANIZ	7650		3155		10805
MACHINISTS AFL-CIO DISTRICT LODGE 142	CONTORNO	MICHAEL		EMPLOYEE	ORGANIZ	35576		11250		46826
MACHINISTS AFL-CIO DISTRICT LODGE 142	DEMING	JOHN		EMPLOYEE	ORGANIZ	24525		12270		36795
MACHINISTS AFL-CIO DISTRICT LODGE 142	FEARS	NICOLE		EMPLOYEE	ORGANIZ	20520	0	1129		21649
MACHINISTS AFL-CIO DISTRICT LODGE 142	FRASER	EDISON		EMPLOYEE	ORGANIZ	45058		50377		95435
MACHINISTS AFL-CIO DISTRICT LODGE 142	HAPIN	HARRY		EMPLOYEE	ORGANIZ	24525		8261		32786
MACHINISTS AFL-CIO DISTRICT LODGE 142	HOLMAN	SCOTT		EMPLOYEE	ORGANIZ	18900		5741		24641
MACHINISTS AFL-CIO DISTRICT LODGE 142	HOROWITZ	CARI		EMPLOYEE	ORGANIZ	17150		913		18063
MACHINISTS AFL-CIO DISTRICT LODGE 142	JENKINS	PATRICIA		EMPLOYEE	ORGANIZ	9200		3120		12320
MACHINISTS AFL-CIO DISTRICT LODGE 142	KERSHAW	CARI		EMPLOYEE	ORGANIZ	20630		5546		26176
MACHINISTS AFL-CIO DISTRICT LODGE 142	LANDA	CHARLIE		EMPLOYEE	ORGANIZ	13275		994		14269
MACHINISTS AFL-CIO DISTRICT LODGE 142	LAOCHUA	LEOPOLDO		EMPLOYEE	ORGANIZ	12375		5965		18340
MACHINISTS AFL-CIO DISTRICT LODGE 142	LEE	SEUNG		EMPLOYEE	ORGANIZ	19125		478		19603
MACHINISTS AFL-CIO DISTRICT LODGE 142	MARR	TROY		EMPLOYEE	ORGANIZ	18640		972		19612
MACHINISTS AFL-CIO DISTRICT LODGE 142	MARTIN	JULIE		EMPLOYEE	ORGANIZ	29678		5279		34957
MACHINISTS AFL-CIO DISTRICT LODGE 142	MIYARES	RICARDO		EMPLOYEE	ORGANIZ	9900		2982		12882
MACHINISTS AFL-CIO DISTRICT LODGE 142	MOLINA-CRUZ	MARVIN		EMPLOYEE	ORGANIZ	13841		4316		18157
MACHINISTS AFL-CIO DISTRICT LODGE 142	PACE	PAMELA		EMPLOYEE	ORGANIZ	19052		5164		24216
MACHINISTS AFL-CIO DISTRICT LODGE 142	PHILLIPS	JOHN		EMPLOYEE	ORGANIZ	24525		18938		43461
MACHINISTS AFL-CIO DISTRICT LODGE 142	PRIEST	DEGGARY		EMPLOYEE	ORGANIZ	10620		5702		16322
MACHINISTS AFL-CIO DISTRICT LODGE 142	RODY	WILLIAM		EMPLOYEE	ORGANIZ	93605	0	37174		130779
MACHINISTS AFL-CIO DISTRICT LODGE 142	SAXON	ELIZABETH		EMPLOYEE	ORGANIZ	9900		3190		13090
MACHINISTS AFL-CIO DISTRICT LODGE 142	SAYLES	ROBERT		EMPLOYEE	ORGANIZ	9630		2128		11758
MACHINISTS AFL-CIO DISTRICT LODGE 142	SCHRUL	WILLIAM		EMPLOYEE	ORGANIZ	10800		317		11117
MACHINISTS AFL-CIO DISTRICT LODGE 142	TAMUK	DIANNE		EMPLOYEE	ORGANIZ	24525		30354		54879
MACHINISTS AFL-CIO DISTRICT LODGE 142	VALENTINO	MARCUS		EMPLOYEE	ORGANIZ	21833		9999		31832
MACHINISTS AFL-CIO DISTRICT LODGE 142	ZWERLING	FABIENNE		EMPLOYEE	ORGANIZ	35883		22086		57969
MACHINISTS AFL-CIO DISTRICT LODGE 142	HIGGINBOTHAM	THOMAS		OFFICER	PRESIDE	130535	2994	48797		182328
MACHINISTS AFL-CIO DISTRICT LODGE 142	SUPPLEE	DAVID	S	OFFICER	SECY-TRI	122893	4421	6293		133607
MACHINISTS AFL-CIO DISTRICT LODGE 142	WISE	WILLIAM	B	OFFICER	TRUSTEE	0	1602	5731		7333
MACHINISTS AFL-CIO DISTRICT LODGE 142	VARGO	GARY		OFFICER	TRUSTEE	3098	115	1845		5058
MACHINISTS AFL-CIO DISTRICT LODGE 142	HEFFERNAN	KEVIN		OFFICER	VP AIR W	3356	1512	3495		8363
MACHINISTS AFL-CIO DISTRICT LODGE 142	KNOTT	BEATRICE	A	OFFICER	VP ALASK	0	1360	1754		3114
MACHINISTS AFL-CIO DISTRICT LODGE 142	WILLIAM	DIANE		OFFICER	VP BRITIS	2020	1484	2833		6337
MACHINISTS AFL-CIO DISTRICT LODGE 142	MACDONALD	MORNA		OFFICER	VP CONTI	1340	868	1239		3447
MACHINISTS AFL-CIO DISTRICT LODGE 142	CRUZ	KATHLEEN		OFFICER	VP FOREI	0	36	2773		2809
MACHINISTS AFL-CIO DISTRICT LODGE 142	COVENY	JOHN		OFFICER	VP US AIF	0	1564	2453		4017
MACHINISTS AFL-CIO DISTRICT LODGE 142	GALLOZZI	JANE	E	OFFICER	VP/SW / C	12471	236	7205		19912
MACHINISTS AFL-CIO DISTRICT LODGE 142	AVEN	DEBORAH	G	EMPLOYEE	GC	126813	3773	22588		153174
MACHINISTS AFL-CIO DISTRICT LODGE 142	DIAZ-GREEN	EDUARDO		EMPLOYEE	GC	126813	2215	28563		157591
MACHINISTS AFL-CIO DISTRICT LODGE 142	DOMINGUEZ	ERNEST		EMPLOYEE	GC	103401	2256	13818		119475
MACHINISTS AFL-CIO DISTRICT LODGE 142	DUKES	MARIA	I	EMPLOYEE	GC	126813	2282	20921		150016
MACHINISTS AFL-CIO DISTRICT LODGE 142	FAY	JACKIE	D	EMPLOYEE	GC	116570	2751	11038		130359
MACHINISTS AFL-CIO DISTRICT LODGE 142	GRIFFITH	RANDY	L	EMPLOYEE	GC	126813	3672	14528		145013
MACHINISTS AFL-CIO DISTRICT LODGE 142	HATFIELD	RALPH		EMPLOYEE	GC	89257	0	0	0	89257
MACHINISTS AFL-CIO DISTRICT LODGE 142	LEMKE	JERRY		EMPLOYEE	GC	114619	3174	19950		137743
MACHINISTS AFL-CIO DISTRICT LODGE 142	LIU	ANN		EMPLOYEE	GC	126813	1500	11590		139903
MACHINISTS AFL-CIO DISTRICT LODGE 142	MANZO	MICHAEL		EMPLOYEE	GC	126813	4542	8774		140129
MACHINISTS AFL-CIO DISTRICT LODGE 142	MCCULLOCH	TIMOTHY	R	EMPLOYEE	GC	126813	2983	29920		159716
MACHINISTS AFL-CIO DISTRICT LODGE 142	MCSWAIN, JR	ORTHA		EMPLOYEE	GC	126813	3088	14352		144253
MACHINISTS AFL-CIO DISTRICT LODGE 142	ROMANUSKY	KATHLEEN		EMPLOYEE	GC	126813	3589	15679		146081
MACHINISTS AFL-CIO DISTRICT LODGE 142	RYAN	SEAN	A	EMPLOYEE	GC	126813	3743	30430		160986
MACHINISTS AFL-CIO DISTRICT LODGE 142	SAMUEL	JAMES		EMPLOYEE	GC	126813	3624	27178		157615
MACHINISTS AFL-CIO DISTRICT LODGE 142	SCHIFANO	FRANK		EMPLOYEE	GC	126813	3208	19728		149749
MACHINISTS AFL-CIO DISTRICT LODGE 142	THOMPSON	BRENT	W	EMPLOYEE	GC	95110	2627	23019		120756
MACHINISTS AFL-CIO DISTRICT LODGE 142	TOBIUS	JEFFREY		EMPLOYEE	GC	106816	1714	26960		135490
MACHINISTS AFL-CIO DISTRICT LODGE 142	WOZNAK	BRIAN		EMPLOYEE	GC	93647	3097	14778		111522
MACHINISTS AFL-CIO DISTRICT LODGE 142	BINKERD	SANDRA	L	EMPLOYEE	SECRETA	38279				38279
MACHINISTS AFL-CIO DISTRICT LODGE 142	FICHTER	JOANNA	L	EMPLOYEE	SECRETA	46201				46201
MACHINISTS AFL-CIO DISTRICT LODGE 142	FICHTER	TARA	T	EMPLOYEE	SECRETA	47221				47221
MACHINISTS AFL-CIO DISTRICT LODGE 142	GENESI	CATHY		EMPLOYEE	SECRETA	30330				30330
MACHINISTS AFL-CIO DISTRICT LODGE 142	GEPPER	KATHY	I	EMPLOYEE	SECRETA	39866				39866
MACHINISTS AFL-CIO DISTRICT LODGE 142	HILDEN	CYNTHIA		EMPLOYEE	SECRETA	62761	0	0		62761

IAM District Lodge 142

Organization Name	Last Name	First Name	Middle Init	Type	Title/Status	Gross Sal	Allowance	Official Dis	Other Dis	Total Disb
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MACHINISTS AFL-CIO DISTRICT LODGE 142	CONTORNO	MICHAEL		EMPLOYEE	ORGANIZ	35578		11250		46828
MACHINISTS AFL-CIO DISTRICT LODGE 142	DEMING	JOHN		EMPLOYEE	ORGANIZ	24525		12270		36795
MACHINISTS AFL-CIO DISTRICT LODGE 142	FEARS	NICOLE		EMPLOYEE	ORGANIZ	20520	0	1129		21649
MACHINISTS AFL-CIO DISTRICT LODGE 142	FRASER	EDISON		EMPLOYEE	ORGANIZ	45058		50377		95435
MACHINISTS AFL-CIO DISTRICT LODGE 142	HAPIN	HARRY		EMPLOYEE	ORGANIZ	24525		8261		32786
MACHINISTS AFL-CIO DISTRICT LODGE 142	HOLMAN	SCOTT		EMPLOYEE	ORGANIZ	18900		5741		24641
MACHINISTS AFL-CIO DISTRICT LODGE 142	HOROWITZ	CARI		EMPLOYEE	ORGANIZ	17150		913		18063
MACHINISTS AFL-CIO DISTRICT LODGE 142	JENKINS	PATRICIA		EMPLOYEE	ORGANIZ	9200		3120		12320
MACHINISTS AFL-CIO DISTRICT LODGE 142	KERSHAW	CARI		EMPLOYEE	ORGANIZ	20630		5546		26176
MACHINISTS AFL-CIO DISTRICT LODGE 142	LANDA	CHARLIE		EMPLOYEE	ORGANIZ	13275		994		14269
MACHINISTS AFL-CIO DISTRICT LODGE 142	LAOCHUA	LEOPOLDO		EMPLOYEE	ORGANIZ	12375		5965		18340
MACHINISTS AFL-CIO DISTRICT LODGE 142	LEE	SEUNG		EMPLOYEE	ORGANIZ	19125		478		19603
MACHINISTS AFL-CIO DISTRICT LODGE 142	MARR	TROY		EMPLOYEE	ORGANIZ	18640		972		19612
MACHINISTS AFL-CIO DISTRICT LODGE 142	MARTIN	JULIE		EMPLOYEE	ORGANIZ	29678		5279		34957
MACHINISTS AFL-CIO DISTRICT LODGE 142	MIYARES	RICARDO		EMPLOYEE	ORGANIZ	9900		2982		12882
MACHINISTS AFL-CIO DISTRICT LODGE 142	MOLINA-CRUZ	MARVIN		EMPLOYEE	ORGANIZ	13841		4316		18157
MACHINISTS AFL-CIO DISTRICT LODGE 142	PACE	PAMELA		EMPLOYEE	ORGANIZ	19052		5164		24216
MACHINISTS AFL-CIO DISTRICT LODGE 142	PHILLIPS	JOHN		EMPLOYEE	ORGANIZ	24525		18938		43461
MACHINISTS AFL-CIO DISTRICT LODGE 142	PRIEST	DEGGARY		EMPLOYEE	ORGANIZ	10620		5702		16322
MACHINISTS AFL-CIO DISTRICT LODGE 142	RODY	WILLIAM		EMPLOYEE	ORGANIZ	93605	0	37174		130779
MACHINISTS AFL-CIO DISTRICT LODGE 142	SAXON	ELIZABETH		EMPLOYEE	ORGANIZ	9900		3190		13090
MACHINISTS AFL-CIO DISTRICT LODGE 142	SAYLES	ROBERT		EMPLOYEE	ORGANIZ	9630		2128		11758
MACHINISTS AFL-CIO DISTRICT LODGE 142	SCHRUL	WILLIAM		EMPLOYEE	ORGANIZ	10800		317		11117
MACHINISTS AFL-CIO DISTRICT LODGE 142	TAMUK	DIANNE		EMPLOYEE	ORGANIZ	24525		30354		54879
MACHINISTS AFL-CIO DISTRICT LODGE 142	VALENTINO	MARCUS		EMPLOYEE	ORGANIZ	21833		9999		31832
MACHINISTS AFL-CIO DISTRICT LODGE 142	ZWERLING	FABIENNE		EMPLOYEE	ORGANIZ	35883		22086		57969
MACHINISTS AFL-CIO DISTRICT LODGE 142	HIGGINBOTHAM	THOMAS		OFFICER	PRESIDE	130535	2994	48797		182326
MACHINISTS AFL-CIO DISTRICT LODGE 142	SUPPLEE	DAVID	S	OFFICER	SECY-TR	122893	4421	6293		133607
MACHINISTS AFL-CIO DISTRICT LODGE 142	WISE	WILLIAM	B	OFFICER	TRUSTEE	0	1602	5731		7333
MACHINISTS AFL-CIO DISTRICT LODGE 142	VARGO	GARY		OFFICER	TRUSTEE	3098	115	1845		5058
MACHINISTS AFL-CIO DISTRICT LODGE 142	HEFFERNAN	KEVIN		OFFICER	VP AIR W	3356	1512	3495		8363
MACHINISTS AFL-CIO DISTRICT LODGE 142	KNOTT	BEATRICE	A	OFFICER	VP ALASK	0	1360	1754		3114
MACHINISTS AFL-CIO DISTRICT LODGE 142	WILLIAM	DIANE		OFFICER	VP BRITIS	2020	1484	2833		6337
MACHINISTS AFL-CIO DISTRICT LODGE 142	MACDONALD	MORNA		OFFICER	VP CONTI	1340	868	1239		3447
MACHINISTS AFL-CIO DISTRICT LODGE 142	CRUZ	KATHLEEN		OFFICER	VP FOREI	0	36	2773		2809
MACHINISTS AFL-CIO DISTRICT LODGE 142	COVENY	JOHN		OFFICER	VP US AIF	0	1564	2453		4017
MACHINISTS AFL-CIO DISTRICT LODGE 142	GALLOZZI	JANE	E	OFFICER	VP/SW / C	12471	236	7205		19912
MACHINISTS AFL-CIO DISTRICT LODGE 142	AVEN	DEBORAH	G	EMPLOYEE	GC	126813	3773	22588		153174
MACHINISTS AFL-CIO DISTRICT LODGE 142	DIAZ-GREEN	EDUARDO		EMPLOYEE	GC	126813	2215	28563		157591
MACHINISTS AFL-CIO DISTRICT LODGE 142	DOMINGUEZ	ERNEST		EMPLOYEE	GC	103401	2256	13818		119475
MACHINISTS AFL-CIO DISTRICT LODGE 142	DUKES	MARIA	I	EMPLOYEE	GC	126813	2282	20921		150016
MACHINISTS AFL-CIO DISTRICT LODGE 142	FAY	JACKIE	D	EMPLOYEE	GC	116570	2751	11038		130358
MACHINISTS AFL-CIO DISTRICT LODGE 142	GRIFFITH	RANDY	L	EMPLOYEE	GC	126813	3672	14528		145013
MACHINISTS AFL-CIO DISTRICT LODGE 142	HATFIELD	RALPH		EMPLOYEE	GC	89257	0	0	0	89257
MACHINISTS AFL-CIO DISTRICT LODGE 142	LEMKE	JERRY		EMPLOYEE	GC	114619	3174	19950		137743
MACHINISTS AFL-CIO DISTRICT LODGE 142	LIU	ANN		EMPLOYEE	GC	126813	1500	11590		139903
MACHINISTS AFL-CIO DISTRICT LODGE 142	MANZO	MICHAEL		EMPLOYEE	GC	126813	4542	8774		140129
MACHINISTS AFL-CIO DISTRICT LODGE 142	MCCULLOCH	TIMOTHY	R	EMPLOYEE	GC	126813	2983	29920		159716
MACHINISTS AFL-CIO DISTRICT LODGE 142	MCSWAIN, JR	ORTHA		EMPLOYEE	GC	126813	3088	14352		144253
MACHINISTS AFL-CIO DISTRICT LODGE 142	ROMANUSKY	KATHLEEN		EMPLOYEE	GC	126813	3589	15679		146081
MACHINISTS AFL-CIO DISTRICT LODGE 142	RYAN	SEAN	A	EMPLOYEE	GC	126813	3743	30430		160986
MACHINISTS AFL-CIO DISTRICT LODGE 142	SAMUEL	JAMES		EMPLOYEE	GC	126813	3624	27178		157615
MACHINISTS AFL-CIO DISTRICT LODGE 142	SCHIFANO	FRANK		EMPLOYEE	GC	126813	3208	19728		149749
MACHINISTS AFL-CIO DISTRICT LODGE 142	THOMPSON	BRENT	W	EMPLOYEE	GC	95110	2627	23019		120756
MACHINISTS AFL-CIO DISTRICT LODGE 142	TOBIUS	JEFFREY		EMPLOYEE	GC	106816	1714	26960		135490
MACHINISTS AFL-CIO DISTRICT LODGE 142	WOZNAK	BRIAN		EMPLOYEE	GC	93647	3097	14778		111522
MACHINISTS AFL-CIO DISTRICT LODGE 142	BINKERD	SANDRA	L	EMPLOYEE	SECRETA	38279				38279
MACHINISTS AFL-CIO DISTRICT LODGE 142	FICHTER	JOANNA	L	EMPLOYEE	SECRETA	46201				46201
MACHINISTS AFL-CIO DISTRICT LODGE 142	FICHTER	TARA	T	EMPLOYEE	SECRETA	47221				47221
MACHINISTS AFL-CIO DISTRICT LODGE 142	GENESI	CATHY		EMPLOYEE	SECRETA	30330				30330
MACHINISTS AFL-CIO DISTRICT LODGE 142	GEPPER	KATHY	I	EMPLOYEE	SECRETA	39866				39866
MACHINISTS AFL-CIO DISTRICT LODGE 142	HILDEN	CYNTHIA		EMPLOYEE	SECRETA	62761	0	0		62761

IAM District Lodge 142

Organization Name	Last Name	First Name	Middle Init	Type	Title/Status	Gross Sal	Allowance	Official Dis	Other Dis	Total Disb
MACHINISTS AFL-CIO DISTRICT LODGE 142	ALBRIGHT	BRETT		EMPLOYEE	ORGANIZ	11250		5989		17239
MACHINISTS AFL-CIO DISTRICT LODGE 142	BLEDSE	ROBERT		EMPLOYEE	ORGANIZ	7800		2520		10320
MACHINISTS AFL-CIO DISTRICT LODGE 142	BRADLEY	MICHAEL		EMPLOYEE	ORGANIZ	17000		182		17182
MACHINISTS AFL-CIO DISTRICT LODGE 142	CABADING	MANUEL		EMPLOYEE	ORGANIZ	11250		5854		17104
MACHINISTS AFL-CIO DISTRICT LODGE 142	CASTRO	MICHAEL		EMPLOYEE	ORGANIZ	11925		703		12628
MACHINISTS AFL-CIO DISTRICT LODGE 142	CHILDRESS	GINA		EMPLOYEE	ORGANIZ	10067		2360		12427
MACHINISTS AFL-CIO DISTRICT LODGE 142	CHISM	CHARLES		EMPLOYEE	ORGANIZ	7650		3155		10805
MACHINISTS AFL-CIO DISTRICT LODGE 142	CONTORNO	MICHAEL		EMPLOYEE	ORGANIZ	35578		11250		46828
MACHINISTS AFL-CIO DISTRICT LODGE 142	DEMING	JOHN		EMPLOYEE	ORGANIZ	24525		12270		36795
MACHINISTS AFL-CIO DISTRICT LODGE 142	FEARS	NICOLE		EMPLOYEE	ORGANIZ	20520	0	1129		21649
MACHINISTS AFL-CIO DISTRICT LODGE 142	FRASER	EDISON		EMPLOYEE	ORGANIZ	45058		50377		95435
MACHINISTS AFL-CIO DISTRICT LODGE 142	HAPIN	HARRY		EMPLOYEE	ORGANIZ	24525		8261		32786
MACHINISTS AFL-CIO DISTRICT LODGE 142	HOLMAN	SCOTT		EMPLOYEE	ORGANIZ	18900		5741		24641
MACHINISTS AFL-CIO DISTRICT LODGE 142	HOROWITZ	CARI		EMPLOYEE	ORGANIZ	17150		913		18063
MACHINISTS AFL-CIO DISTRICT LODGE 142	JENKINS	PATRICIA		EMPLOYEE	ORGANIZ	9200		3120		12320
MACHINISTS AFL-CIO DISTRICT LODGE 142	KERSHAW	CARI		EMPLOYEE	ORGANIZ	20630		5546		26176
MACHINISTS AFL-CIO DISTRICT LODGE 142	LANDA	CHARLIE		EMPLOYEE	ORGANIZ	13275		994		14269
MACHINISTS AFL-CIO DISTRICT LODGE 142	LAOCHUA	LEOPOLDO		EMPLOYEE	ORGANIZ	12375		5965		18340
MACHINISTS AFL-CIO DISTRICT LODGE 142	LEE	SEUNG		EMPLOYEE	ORGANIZ	19125		478		19603
MACHINISTS AFL-CIO DISTRICT LODGE 142	MARR	TROY		EMPLOYEE	ORGANIZ	18640		972		19612
MACHINISTS AFL-CIO DISTRICT LODGE 142	MARTIN	JULIE		EMPLOYEE	ORGANIZ	29678		5279		34957
MACHINISTS AFL-CIO DISTRICT LODGE 142	MIYARES	RICARDO		EMPLOYEE	ORGANIZ	9900		2982		12882
MACHINISTS AFL-CIO DISTRICT LODGE 142	MOLINA-CRUZ	MARVIN		EMPLOYEE	ORGANIZ	13841		4316		18157
MACHINISTS AFL-CIO DISTRICT LODGE 142	PACE	PAMELA		EMPLOYEE	ORGANIZ	19052		5164		24216
MACHINISTS AFL-CIO DISTRICT LODGE 142	PHILLIPS	JOHN		EMPLOYEE	ORGANIZ	24525		18938		43461
MACHINISTS AFL-CIO DISTRICT LODGE 142	PRIEST	DEGGARY		EMPLOYEE	ORGANIZ	10620		5702		16322
MACHINISTS AFL-CIO DISTRICT LODGE 142	RODY	WILLIAM		EMPLOYEE	ORGANIZ	93605	0	37174		130779
MACHINISTS AFL-CIO DISTRICT LODGE 142	SAXON	ELIZABETH		EMPLOYEE	ORGANIZ	9900		3190		13090
MACHINISTS AFL-CIO DISTRICT LODGE 142	SAYLES	ROBERT		EMPLOYEE	ORGANIZ	9630		2128		11758
MACHINISTS AFL-CIO DISTRICT LODGE 142	SCHRUL	WILLIAM		EMPLOYEE	ORGANIZ	10800		317		11117
MACHINISTS AFL-CIO DISTRICT LODGE 142	TAMUK	DIANNE		EMPLOYEE	ORGANIZ	24525		30354		54879
MACHINISTS AFL-CIO DISTRICT LODGE 142	VALENTINO	MARCUS		EMPLOYEE	ORGANIZ	21833		9999		31832
MACHINISTS AFL-CIO DISTRICT LODGE 142	ZWERLING	FABIENNE		EMPLOYEE	ORGANIZ	35883		22086		57969
MACHINISTS AFL-CIO DISTRICT LODGE 142	HIGGINBOTHAM	THOMAS		OFFICER	PRESIDEI	130535	2994	48797		182328
MACHINISTS AFL-CIO DISTRICT LODGE 142	SUPPLEE	DAVID	S	OFFICER	SECY-TR	122893	4421	6293		133607
MACHINISTS AFL-CIO DISTRICT LODGE 142	WISE	WILLIAM	B	OFFICER	TRUSTEE	0	1602	5731		7333
MACHINISTS AFL-CIO DISTRICT LODGE 142	VARGO	GARY		OFFICER	TRUSTEE	3098	115	1845		5058
MACHINISTS AFL-CIO DISTRICT LODGE 142	HEFFERNAN	KEVIN		OFFICER	VP AIR W	3356	1512	3495		8363
MACHINISTS AFL-CIO DISTRICT LODGE 142	KNOTT	BEATRICE	A	OFFICER	VP ALASK	0	1360	1754		3114
MACHINISTS AFL-CIO DISTRICT LODGE 142	WILLIAM	DIANE		OFFICER	VP BRIT	2020	1484	2833		6337
MACHINISTS AFL-CIO DISTRICT LODGE 142	MACDONALD	MORNA		OFFICER	VP CONTI	1340	868	1239		3447
MACHINISTS AFL-CIO DISTRICT LODGE 142	CRUZ	KATHELEN		OFFICER	VP FOREI	0	36	2773		2809
MACHINISTS AFL-CIO DISTRICT LODGE 142	COVENY	JOHN		OFFICER	VP US AIF	0	1564	2453		4017
MACHINISTS AFL-CIO DISTRICT LODGE 142	GALLOZZI	JANE	E	OFFICER	VP/SW / C	12471	236	7205		19912
MACHINISTS AFL-CIO DISTRICT LODGE 142	AVEN	DEBORAH	G	EMPLOYEE	GC	126813	3773	22588		153174
MACHINISTS AFL-CIO DISTRICT LODGE 142	DIAZ-GREEN	EDUARDO		EMPLOYEE	GC	126813	2215	28563		157591
MACHINISTS AFL-CIO DISTRICT LODGE 142	DOMINGUEZ	ERNEST		EMPLOYEE	GC	103401	2256	13818		119475
MACHINISTS AFL-CIO DISTRICT LODGE 142	DUKES	MARIA	I	EMPLOYEE	GC	126813	2282	20921		150016
MACHINISTS AFL-CIO DISTRICT LODGE 142	FAY	JACKIE	D	EMPLOYEE	GC	116570	2751	11038		130359
MACHINISTS AFL-CIO DISTRICT LODGE 142	GRIFFITH	RANDY	L	EMPLOYEE	GC	126813	3672	14528		145013
MACHINISTS AFL-CIO DISTRICT LODGE 142	HATFIELD	RALPH		EMPLOYEE	GC	89257	0	0	0	89257
MACHINISTS AFL-CIO DISTRICT LODGE 142	LEMKE	JERRY		EMPLOYEE	GC	114619	3174	19950		137743
MACHINISTS AFL-CIO DISTRICT LODGE 142	LIU	ANN		EMPLOYEE	GC	126813	1500	11590		139903
MACHINISTS AFL-CIO DISTRICT LODGE 142	MANZO	MICHAEL		EMPLOYEE	GC	126813	4542	8774		140129
MACHINISTS AFL-CIO DISTRICT LODGE 142	MCCULLOCH	TIMOTHY	R	EMPLOYEE	GC	126813	2983	29920		159716
MACHINISTS AFL-CIO DISTRICT LODGE 142	MCSWAIN, JR	ORTHA		EMPLOYEE	GC	126813	3088	14352		144253
MACHINISTS AFL-CIO DISTRICT LODGE 142	ROMANUSKY	KATHLEEN		EMPLOYEE	GC	126813	3589	15679		146081
MACHINISTS AFL-CIO DISTRICT LODGE 142	RYAN	SEAN	A	EMPLOYEE	GC	126813	3743	30430		160986
MACHINISTS AFL-CIO DISTRICT LODGE 142	SAMUEL	JAMES		EMPLOYEE	GC	126813	3624	27178		157615
MACHINISTS AFL-CIO DISTRICT LODGE 142	SCHIFANO	FRANK		EMPLOYEE	GC	126813	3208	19728		149749
MACHINISTS AFL-CIO DISTRICT LODGE 142	THOMPSON	BRENT	W	EMPLOYEE	GC	95110	2627	23019		120756
MACHINISTS AFL-CIO DISTRICT LODGE 142	TOBIUS	JEFFREY		EMPLOYEE	GC	106816	1714	26960		135490
MACHINISTS AFL-CIO DISTRICT LODGE 142	WOZNAK	BRIAN		EMPLOYEE	GC	93647	3097	14778		111522
MACHINISTS AFL-CIO DISTRICT LODGE 142	BINKERD	SANDRA	L	EMPLOYEE	SECRETA	38279				38279
MACHINISTS AFL-CIO DISTRICT LODGE 142	FICHTER	JOANNA	L	EMPLOYEE	SECRETA	46201				46201
MACHINISTS AFL-CIO DISTRICT LODGE 142	FICHTER	TARA	T	EMPLOYEE	SECRETA	47221				47221
MACHINISTS AFL-CIO DISTRICT LODGE 142	GENESI	CATHY		EMPLOYEE	SECRETA	30330				30330
MACHINISTS AFL-CIO DISTRICT LODGE 142	GEPPER	KATHY	I	EMPLOYEE	SECRETA	39866				39866
MACHINISTS AFL-CIO DISTRICT LODGE 142	HILDEN	CYNTHIA		EMPLOYEE	SECRETA	62761	0	0		62761



Thomas Cross As far as I know, no one has ever denied being paid for lost time by IAM during the organizing campaign. There is nothing unusual there. AFA paid people as well for lost time (but not sure which budgets it came out of - certainly not the LEC) - I know that for a fact. So Tony Salazar, what is your point here?

May 29 at 2:06pm · Like · 3



Robert T Gallion umm ok, what ever...lol

May 29 at 2:08pm · Like



Dean Uamaukeeaokaainaikapono S Interesting. Posting that website got me kicked out of FACTS. Those figures are nothing compared to what AFA officers pay themselves.

May 29 at 2:19pm · Like · 2



Ron Smith LOL..spin baby spin!!! Your union dues at work!!!

May 29 at 2:24pm via mobile · Like



Roy Harper All I see is a ton of reports that balance out to zero....

May 29 at 2:28pm · Like



Thomas Cross Funny...it looks like he likes to toss in grenades...and then run away!

May 29 at 2:49pm · Like · 1



Larry Jacobs Ron, will you be posting the LM2's for AFA when they come out?

May 29 at 2:54pm · Like



Dianne Massimo Tamuk No one I know of ever denied being compensated by the IAM for lost flight time during the campaign. My LM2 is higher because I was also paid a living allowance in DC because I commute. Does anyone really think we were able to work full time on this campaign for free? AFA may be a 'volunteer' union. The IAM is not.

May 29 at 3:16pm via mobile · Like · 8



Larry Jacobs When the AFA LM2's come out, we shall see how much of a 'volunteer' union they are. No?

May 29 at 3:18pm · Like · 2



Dean Uamaukeeaokaainaikapono S @Larry (and anybody else) who would like a link to that info now PM me

May 29 at 3:21pm · Like



William Carico My friend Robbie in DC was given AFA drops for all trips for 3 months to call people to vote. That's 12,000 to sit at home and call people. So what's your point.

May 29 at 3:57pm via mobile · Like · 2



Sheila Hammond Dean how about posting the link here please?

May 29 at 4:02pm · Like · 1



Dean Uamaukeeaokaainaikapono S Let me preface by saying this website may seem to be 'anti-union' in its tone; HOWEVER. It distills information from the same DOL

EXHIBIT 2



Subscribe | www.faMergerMatters.org

United Flight Attendants Attend IAM Merger Summit

December 3, 2010 - At the request of a number of United Airlines Flight Attendants, the International Association of Machinists and Aerospace Workers (IAM) held an Organizing Summit at the Walter J. Reuther Education and Technology Center in Hollywood, MD on December 3, 2010.



The purpose of the meeting was to launch a joint information campaign to educate the Flight Attendants of United Airlines about information that has been disseminated throughout the airline regarding the IAM, and to officially launch the "I AM" organizing campaign.

The group was given the opportunity to learn about the history and legacy, and the world-class resources available to members of the union. Several top leaders of the IAM presented various aspects of the union's structure and how it protects and represents its workers.

"The IAM has a long and proud history of representing Flight Attendants and other workers in the airline industry," said IAM District 142 President Tom H. "Continental Flight Attendants currently enjoy one of the best contracts in the industry as well as the full support of the IAM. We look forward to sharing those resources with United Flight Attendants and working with them to secure the best contract for the combined group at the New United Airlines."

Members of the IAM United Steering Committee are:

Michael Castro - JFK
Michael Contorno - SEA
John Deming - SFO
John Phillips - SFO
Elizabeth Saxon - SFO
Dianne Massimo-Tamuk - DCA
Fabienne Zwerling - SEA

Date: December 4, 2010 5:02:44 PM PST

To: undisclosed recipients: ;

Subject: FW:United Flight Attendants Attend IAM Merger Summit

Greetings Everyone,

Just finished attending this Summit at the beautiful Winpisinger Education and Technology Center owned by the IAM. It has taught over 100 programs and trained more than 3,000 members in 2009. The Center is wholly funded each month by dividends on the **IAM strike fund!** Just think, the strike fund contains over \$100 million dollars and just the interest covers the operating costs of this huge facility!

The Summit was a great opportunity for us to meet other CO f/a's and IAMAW staff and to learn as much as we could. In the coming months before the election I will be sharing with you some important information we received. In the next visit this official IAM website, www.famergermatters.org, and sign up for their email updates to get the true information from the source.

Forward this to your friends as well!

Take Care,

John
IAM United!

--- From: Flight Attendant Merger Matters <transport@iamaw.org>

Subject: United Flight Attendants Attend IAM Merger Summit

To: jwphillips_25@yahoo.com

Date: Friday, December 3, 2010, 11:55 AM

To view a web version of this message, [click here](#)

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CENTER

ACCESS AND WELLNESS

Dr. Elizabeth Saxon



Master of Arts in Psychology, Professional Counselor
specialization, 2010
Doctor of Psychology, Organizational Leadership specialization,
2011

**"At University of the Rockies, I developed and fostered life-long
relationships with students, faculty, and community."**

Dr. Elizabeth Saxon owes much of her interest in psychology to her harrowing family history. During World War II, her mother, whose family was Japanese but living in China, witnessed atrocities committed by the occupying Japanese troops, and at 17 she was stripped of all belongings and deported to Japan. There, she had the fortune of being hired at the officer's club at Tachikawa Air Force Base, where she met Elizabeth's father, an American lieutenant.

As a child growing up in Japan, Elizabeth remembers her family facing the scrutiny of a Japanese public that scorned women who had married "the enemy." Things weren't any easier when her family then had to move to Saigon during the Vietnam conflict. "I became familiar with the sounds of bombings and gunfire. I would often see the Huey helicopter hover over our rooftop with soldiers looking for snipers. My family dressed me in Vietnamese clothes for safety."

Her family eventually migrated to California, where Elizabeth went to high school. She dabbled in a journalism degree before beginning her career as a cost analyst at a Japanese company. After that, she worked for airlines and traveled frequently to Europe, Africa, and Asia, and returned to school full time to finish her Bachelor's degree. She then moved to Los Angeles and earned her Master of Business Administration before going to New York City to work as an investment banker.

Although this doesn't sound like the typical early career of someone who would go on to study psychology, she hadn't forgotten her family's history. "I have always wondered how much of my family's strength might be connected to the belief system rooted in Buddhism," muses Elizabeth. "It also led me to wonder: how did the Chinese citizens cope and psychologically survive their terrifying ordeal during the Japanese occupation?"

These questions prompted her to take notice of a sign she saw in Colorado Springs while stopped at a red light one day, Colorado School of Professional Psychology (now University of the Rockies). "When that light changed, my life was changed forever. I turned into the driveway and entered a beautiful old brick building and knew instantly that this was the school and the people that I wanted to learn and work with."

Elizabeth enrolled in 2006 and completed her Master of Arts in Psychology, Professional Counselor (now Mental Health Counseling) specialization in 2010 and her Doctor of Psychology, Organizational Leadership specialization in 2011. "The faculty members are working psychologists and clinicians, and the school emphasizes a professional environment geared to helping each student succeed. It's attached to a clinic where we served underinsured and uninsured clients in the community, encouraging community work."

Elizabeth has accomplished much during her time at University of the Rockies, and she continues to do so. She has been published as coauthor with Dr. Louis Hoffman, with whom she traveled to China from 2008 through 2010 to present at conferences and conduct research, and is currently working on publishing portions of her dissertation in the Journal of Psychology Issues in Organizational Culture. She is also developing research to reinvigorate the Rockies Research Institute with collaborative partners in Hong Kong and China, and will be presenting at the Existential Humanistic Conference in China in May 2012. As one of the co-founders of a union activist blog with over 6,000 subscribers, she also takes time to teach classes dealing with addiction and depression at Wippinsinger Education and Technology Center in Maryland.

"At University of the Rockies," concludes Elizabeth, "I developed and fostered life-long relationships with students, faculty, and community." Her long-term career plans include consulting with international organizations and expanding research and understanding in various teaching institutions.

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EXHIBIT 3

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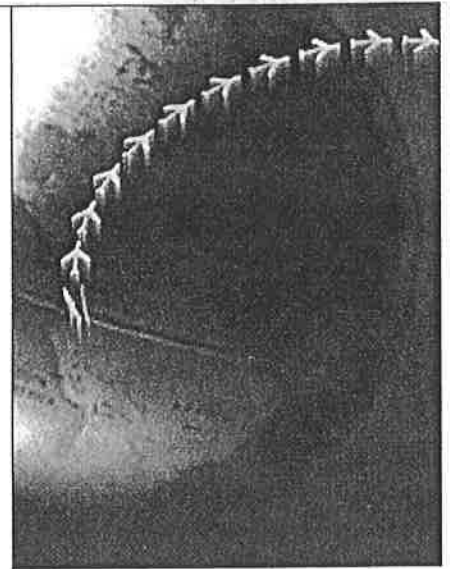
FLIGHT ATTENDANT COALITION FOR CHANGE

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AFA STAGES JOINT MEETINGS

Veda Shook, President of Afa International, mandated a meeting on June 20, 2012 with each pre-merger airline (UA, CAL, CMI) to begin preparations for the next step in United's merger.



June 20, 2012

Afa International's "rush" to combine the three airline agreements is yet another blatant attempt to maneuver a joint agreement quickly and preclude S-UA's ranks from being further eroded (furloughs, early outs, crossover) below the membership numbers at S-CO. This shift in numbers might affect the balance of power and the future careers of the current AFA UA MEC's and the AFA International Officers (the flight attendant rank and file is prohibited from voting for MEC or International Officers). The CAL MEC is seeking to change that thereby giving ALL OF US a true voice. Direct Membership Vote was first proposed by CAL MEC at the last Board of Directors meeting to change our Constitution and By-Laws.

The UA MEC is determined to undermine the CAL MEC negotiated TA. If the S-CO TA fails, the UA MEC might feel vindicated in their failure to deliver the contractual promises made to S-UA flight attendants during and after the campaign. This perverse "world view" also allows the UA MEC to attempt "strong arm" tactics to "force" CAL and CMI to the negotiation table with them. The pretext of an imminent joint contract talks only benefits the UA MEC as the dues paying S-UA flight attendant base continues to deteriorate.

August 27, 2012

The Afa UA MEC agreed to meet the Company to begin Joint Negotiations on or before August 27th, without consulting the CAL MEC or CMI first. The UA MEC agreed to meet the Company while fully aware that S-CO



contract was amendable in September 2012 and CAL would very likely be in the middle of their Section 6 negotiations. Nonetheless, the CAL MEC was NEVER consulted!

The CAL MEC stated in their June 9, 2012 Union Update, "A CAL Transition Agreement, if successful, will address expiring economic provisions like profit sharing as well as job security, satellite bases, improvements in flexibility for both reserve and line holders. The goal of a Transition Agreement is to lay a secure path for the Continental Flight Attendants" BEFORE entering any joint talks with the UA MEC.

The CAL MEC Update also states that the meeting agreed upon by the Company and Afa UAL MEC is not binding for CAL MEC. However, if CAL MEC does not participate in the meeting, it permits the Company to petition for joint contract mediation - thereby cancelling any Section 6 talks and forcing CAL and CMI to the joint contract table with UA MEC.

UA MEC is well aware that without the ratified CAL Contract Extension, CAL flight attendants would have less protection and benefits for a protracted period until a combined agreement is reached.

<http://calafa.org/>

UA CONTRACT TROUBLE

The UA MEC negotiated industry lagging contract was ratified on February 28, 2012.

On March 30, 2012, Afa filed three grievances after having failed to "nail down" the changes to language in RSV and Legal Rest in the ratified contract.



On June 22nd, Afa E-Lines failed to explain yet ANOTHER discrepancy in Sec.7.A.1. *"ninety-five (95) hours of credited flight*

month" and why the Company apparently was allowed to construct lines over the 95 hours of credited flight time in the July schedule. Afa's inability to recognize the violation and enforce Sec. 7.A.1. also prevented additional lines from being built in SFO. This also increased the need for more flight attendants serving on Reserve.

The July bid lines had several 95-100 hours plus lines scheduled in both Domestic and International. In SFO, there were 24 lines (total 170 lines) in Domestic, 43 lines (total 187 lines) in International, and 30 relief lines (total 98 relief lines), with line projections in clear violation of Sec. 7.A.1. There were approximately 20% of flying (or 97 out of 455 total lines) with line projections over 95 - 113.08 hours.

Afa statement that flight attendants have the flexibility to "*not limit our ability to drop trips allowing us to discretionally decrease our own hours*" does not address the failure to prevent construction of July lines above the limitations specified in Sec. 7.A.1. Afa's excuse that flight attendants can drop trips at their discretion is a fallacy.

MORE AFA CONTRACT "HOLES" AND AFA'S INABILITY TO ENFORCE CONTRACT VIOLATIONS!

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AFA's BULLY PULPIT

No one in Company management, or at the CAL MEC, has any desire to emulate the monumental failure that resulted from the ineptitude of Afa leadership in the US Airways debacle. US Airways and America West (both Afa carriers with their own MEC's) have not had a contract since 2005 and have yet to integrate as "single operating carrier."



The Company already has one group (S-CO) ready to conduct business in a productive manner that can continue to be expanded and another group (S-UA), with a history of contentious behavior at the bargaining table, that can be "shrunk." The CAL MEC stated in the June 9th CAL Update, "the duration of 28 months provides us time to negotiate a combined contract while providing us the

contract is not reached by December 31, 2014.

The benefit of the short term contract negotiated for S-CO flight attendants (2006-2009, 2010-2012, TA 2012-2014), is that if the obstructionist and obfuscation from Davidowitch's UA MEC prevents concluding a joint contract, the current S-CO TA provides additional protection necessary for the satellite domiciles and job protection for S-CO.

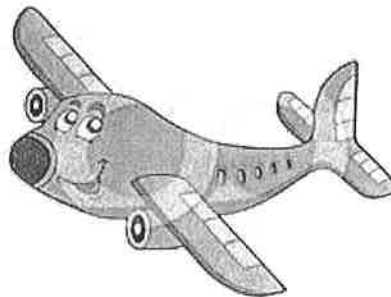
The S-UA group can languish for years under the "leadership" of Davidowitch and his two posturing pawns, Kande and Lum, appointed to the negotiating committee for UA MEC. Kande and Lum were appointed with NO input from their membership and have a history of failed negotiations including the 2010-2016 contract by Kande and the ten year contract negotiated by Lum during UA's most profitable years in the late 1990's!!

S-UA flight attendants have to live with UA MEC's appointments. But if S-CO's TA fails, would S-CO want Kande and Lum forcing decisions on CAL's contract ???

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Satellite Bases Open October 1st!

The May 15, 2012, UA announcement that "we will open S-CO domestic bases in SFO, DEN, LAX, ORD, and IAD" due to aircraft deployment changes has become reality.



OCTOBER 1, 2012

The June 28, 2012 Update by Sam Risoli announced the opening of the S-CO domestic bases AND the opening of IAH for S-UA flight attendants. Bids for transfer will open on July 2nd for S-CO and S-UA flight attendants and transfer awards will be announced in mid-July for the October schedule.

S-UA flight attendants may qualify for moving expenses per Sec.24.A.2. of the S-UA contract. S-CO flight attendants' moving and relocation benefits are found in Section 12.C - Opening of a New Base. and 13.F - Moving/Relocation.

effects, mileage allowance for up to two cars, storage, en route expenses, house hunting expenses, and temporary living expenses per Section 24. More information will be provided by the Company in the coming weeks for both groups.

JOB Protection

- **S-CO** - Satellite Bases (LAX-DEN-SFO-IAD-ORD), priority right to return to previous base transferred from if need for reduction (TA amendable December 31, 2014, if ratified).
- **S-UA** - **NO** Protection for Satellite Base (IAH) with **NO** right to return provision in the 2012 contract (amendable 2016).

<http://calafa.org/>

CAL VOTE ON TA CLOSES JULY 13TH

The CAL MEC, "made it their first priority to ensure the security of (Continental) Flight Attendants during the Joint Contract Negotiations (and has) produced improvements to what is already a contract that leads all other legacy carriers for pay and pension (vs.UA's 2010-2016 contract)."



The future of CAL, at least for the next 2 years, may depend on the outcome of this vote.

Remember to Vote!

** Your vote can also be changed until it closes on July 13th.

<http://www.calafa.org>

MEMBERSHIP FOR CHANGE

FACC DEMANDS

- **COMBINED CONTRACT** (allow S-UA f/a's to vote on S-CO's contract - based on membership input).
- **TERM LIMITS** (for LEC, MEC, and Afa International).
Davidowitch has been the UA MEC President since 2002 and his third term runs through 2014.
- **DIRECT MEMBERSHIP VOTE** (amend the Constitution and By-Laws as was proposed by the CAL MEC at the BOD meeting in 2011 and allow flight attendants to vote for ALL UA MEC officers).



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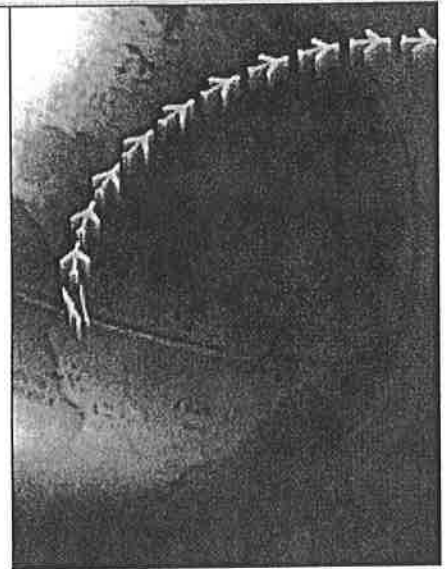
CAL GETS NEW TA!

CAL-MEC negotiators have reached another tentative agreement (TA) with the Company on June 8, 2012! Upon ratification, it will be Continental Flight Attendants second contract in just over a year!!!



The CAL contract that was ratified in 2011 gave CAL FA's a 5% increase in base pay, profit sharing, furlough protection, and improvements in flexibility on top of an industry leading contract. The new 28 month Tentative (pending ratification) is amendable again in 2014 and provides additional furlough protection as well as protection for s-CO sub bases in IAD, DEN, ORD, LAX, and SFO. In less than two years from the ratification of the last contract, this additional CAL TA includes the following protection and increases:

- Incentive Increase - Productivity Pay Increase starting at 67 hours yields an extra \$40 (\$5.00 x 8 hrs) per month. $\$40 \times 12 \text{ months} = \480 per year. Currently flight attendants must work over 75 hours vs. the new 67 hours to receive the additional \$5.00 per hour incentive pay.
- Signing Bonus - \$1500 divided by 28 months (the duration of contract extension) $\$53.57 \text{ per month} \times 12 \text{ months} = \642 per year (signing bonus) + \$480 per year (Productivity Pay) = \$1122 per year increase.
- Profit Sharing
- Furlough Protection
- Trading Enhancements for Lineholders and Reserves
- Enhanced Job Protections with Implementation of Satellite Bases (DEN, IAD, ORD, SFO, LAX).
- Nothing removed from the Current Contract



The "Signing Bonus" Myth

Early indications are that some s-CO flight attendants are upset over the \$1,500 signing bonus offered, when S-UA fa's were given \$5,000 as a payout for ratifying their 2010-2016 agreement.



A "signing bonus" at UA was designed to pay a lump sum of money upfront to make up for the failed promise of retroactive pay that was due s-UA flight attendants. The 1987-1996 retroactive pay was settled for a fractional amount using a formula based on hours flown the single year prior to contract ratification. The 1996-2010 agreement's retroactive pay was ignored, along with raises of any substance, in favor of Kevin Lum's ill-conceived lump sum payments. The 2010-2016 contract's retroactive pay, a representation election campaign assurance, was settled for less than half what was owed in favor of UA MEC's newly conceived "signing bonus."

So while the \$3,500 disparity in "signing bonus" pay may seem substantial, s-CO flight attendants would do well to bear in mind that CAL continues to make roughly \$1,000 more a month in pay, based on a hundred hour month. CAL also enjoys scheduling flexibilities and trading opportunities for line holders and reserve alike, that s-UA flight attendants may NEVER see.

Continental MEC

THE TWO-FACED UA MEC

AFA International and UA MEC have consistently attempted to marginalize the S-CO side of the merger while starving the UA fa's with a sub-standard contract which provided none of the improvements promised during the representation election of 2011.



UA MEC Propaganda

The UA fa's have been

what is or isn't in the s-CO contract since the merger was announced, and these practices continue today. This assault against another union group is not only unfair to dues paying members, but also is divisive and fails to provide fair & unbiased representation. The UA MEC has actively criticized the s-CO contract and way of life. A way of life, and a style of flying that has provided s-CO with the most flexibility in the industry, the highest wages of ANY legacy carrier, with the ability to tailor flying and income to meet individual needs!

The Afa UA MEC has had nearly a year since the representation vote to take care of a joint contract. We should be well down that road at this point - not standing mid-stream on some "stepping stones." There is nothing in the current Afa Collective Bargaining Agreement (CBA) that is worth the \$1,000 per month UA fa's are losing working under its restrictive terms and work rules.

CAL MEC's recently announced tentative agreement stands in stark contrast to the way the Afa UA MEC has done business for the past three decades, and provides clear insight into the driving force behind the philosophically grounded CAL MEC as opposed to the rudderless and dysfunctional UAL MEC.

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UA MEC "HANDCUFFS" UA FA'S

The only thing standing between s-UA flight attendants and a joint contract NOW is the UA MEC who will refuse to allow s-UA flight attendants to vote on the CAL MEC contract if it is ratified by the s-CO membership, and then allow it to



stand as a joint contract through its amendable date of 12/31/2014.

Buy-outs for s-UA fa's, along with continued furloughs, reserve dates reaching deeper into the seniority ranks, and the opening of satellite bases are all happening as a direct result of the UA MEC's arrogant intransigence and pathological desire to cling to power for as long as possible.

The former United management offered a CAL-like contract in April 2010, upon which the UA MEC refused to allow s-UA flight attendants to vote. A cross over program, identical to the one offered post representation election, was offered to UA fa's in May 2011 to preclude the massive hiring that is now going on at s-CO. The UA MEC again refused to allow the membership a choice. This

As we approach the one year anniversary of the
Afa CWA's representation election victory,

DEMAND

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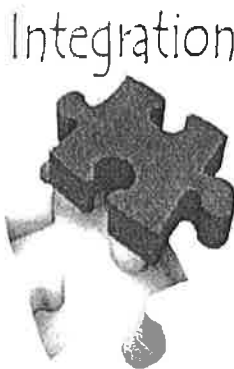
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FIASCO AT MIDWEST & PINNACLE

McCaskill-Bond & TWA

The "Fair and Equitable" process alluded to refers to the McCaskill-Bond amendment which, in 2007, sought to codify parts of the Allegheny-Mohawk Labor Protection provisions as they related to seniority integration in airline mergers. The Afa CWA is fond of taking full credit for the passage of this bill, though they were only one of several labor groups who participated. Though "representatives from each Flight Attendant group meet to attempt to workout an agreement on how to best integrate the seniority lists...if we cannot reach agreement, it will go to arbitration before an independent arbitrator."



The amendment, brought to the floor of the Senate by Missouri senators, was less about affirming the Afa's position on seniority integration and more about trying to retain the jobs of flight attendants in the St. Louis area where TWA was headquartered.

At the time, the Afa excoriated APFA (the union represents American Airlines f/a's) for their shabby treatment of the TWA flight attendants, and now the Afa find themselves nine years later in a position to have to work with them in order to secure at least a "fair and equitable" seniority integration process in American/US Airways do merge. "Fair and equitable" is the law of the land - "Date-of-Hire" is AFA's advertising copy.

THE MIDWEST AIRLINES SENIORITY
DEBACLE

Afa takes great pains to paint the recently concluded Midwest Airlines integration process "debacle" in the best possible light,

Midwest flight attendants' interests. The AFA's assertion that they could not request an election is true as it pertains to the Republic/Chautauqua/Shuttle America single carrier ruling because all three are IBT represented carriers.

Afa CWA COULD have fought for an election and Midwest flight attendants' rights, when the NMB declared Frontier Airlines to also be part of the single carrier operated by Republic Airways Holdings. Midwest flight attendants were shut out of the face-to-face meetings with the people involved in ultimately deciding their fate at the hands of the very people that were supposed to protect them - AFA!

Afa CWA, "in a showing of good faith, agreed the Frontier list of approximately 1000 Flight Attendants would also open to offer positions for former Midwest Flight Attendants," This stapling to the bottom of the Frontier list was characterized as "integration into the last 345 positions on the Frontier system seniority list."

Afa advised Midwest to give up the seniority fight since "this settlement with IBT would be consistent with what the Flight Attendants might be able to achieve through an arbitration, excluding the offer of positions at Frontier, which was unprecedented and not otherwise an option for Midwest Flight Attendants." Anyone who has read Afa propaganda for any length of time must surely be amazed at the number of things defined as "unprecedented," "historic," and "ground breaking." It is hyperbole best saved for truly remarkable achievements and not the kind of back pedaling excuse making that too often masquerades as "representation" by the Afa-CWA!

Pinnacle/Colgan/Mesaba Debacle

USW vs AFA

The USW has long represented flight attendants at Pinnacle and Colgan and today represents nearly 1,800 flight attendants at those two airlines. Pinnacle Airlines Corporation and its affiliates filed Chapter 11 bankruptcy petitions on April 1, 2012 in the United States Bankruptcy Court for the Southern District of New York. Colgan has approximately 400 flight attendants but many will be furloughed in the coming months. Mesaba Aviation ceased operations in January 2012.

The Afa CWA has chosen to wade into a representation fight with the United Steelworkers (USW) over the Pinnacle/Colgan/Mesaba group after the USW rebuffed efforts by the CWA to strike a joint representation deal with them. The deal would have allowed Afa to

struck with the IBT over the Republic Airways Holdings/Frontier group. The issues confronting the two groups are remarkably similar.

The issue that arises in a merger with a failed carrier was addressed in the appellate court's decision reaffirming Midwest flight attendants' seniority rights. Like Mesaba flight attendants, they do have rights of integration even when their carrier is out of business. Afa took that powerful legal tool and squandered it for the political and business benefit of the parent union and left the Midwest flight attendants stapled to the bottom of not ONE (Republic Airways) but TWO (Frontier Airlines) seniority lists!!

Seniority to the Afa is simply another commodity to be bought, sold, or traded in the political arena. Look at what they did to the flight attendants from Pan American World Airways in 1986 when United Airlines acquired the Pacific routes. Afa stapled the Pan Am flight attendants to the bottom of the seniority list until an arbitrator "dovetailed" and integrated the seniority list two years later. Afa stapled the Midwest flight attendants to the bottom of seniority. And Midwest is an Afa represented carrier!

The US Airways/America West integration is seven years in the making with US Airways having recently voted down the Afa negotiated tentative after years of negotiations. United and Continental Airlines merged over two years ago in May 2010 and have YET to enter into combined contract talks. An integrated Pinnacle/Colgan/Mesaba group WITHOUT USW might be unthinkable given Afa's history of incompetence and false promises on seniority integration!

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MEMBERSHIP FOR CHANGE!

FACC DEMANDS

- COMBINED CONTRACT
(allow S-UA f/a's to vote on S-CO's contract if ratified by S-CO) instead of waiting years to get the same bad result from the same incompetent negotiators (Kande, Lum, and Davidowitch).
- TERM LIMITS (for LEC, MEC, and AFA International).



his third term runs through 2014.

- VOTE FOR OUR MEC OFFICERS (amend the Constitution and By-Laws as was proposed by the CAL MEC at the BOD meeting in 2011).

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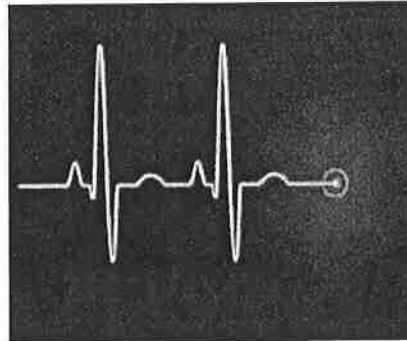
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AFA "STAPLES" MIDWEST to BOTTOM!

MIDWEST AIRLINES

Midwest Airlines was purchased in late summer of 2009 by Republic Airways Holding (RAH), whose subsidiaries include Republic Airlines, Chautauqua Airlines, Shuttle America and Frontier.

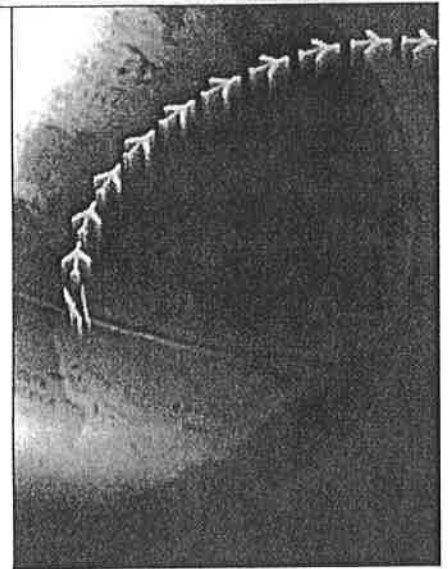


Midwest Airlines was utterly broke and the original Midwest, existed in name only, and its flight attendants had all been furloughed. The International Brotherhood of Teamsters (IBT) representing the three surviving subsidiaries (Republic, Chautauqua, and Shuttle), were under no obligation to bring the former Afa represented Midwest flight attendants into the seniority ranks of the other flight attendants at Republic.

McCASKILL-BOND AMENDMENT

In 2009, a group of Midwest flight attendants, the "Committee of Concerned Midwest Flight Attendants for Fair and Equitable Seniority Integration", initiated legal action pursuant to the McCaskill-Bond amendment to the labor protection provisions that address airline mergers and seniority integration and won their case in the appeals court.

Afa takes credit for the 2007 passage of the McCaskill-Bond Amendment and reaffirmed that "Midwest Flight Attendants are entitled to fair and equitable seniority integration at Republic". On December 1, 2011, Afa announced in a glowing press release "an enormous victory for Flight Attendants everywhere" and Ms. Veda Shook, President of Afa International, was quoted as saying "the court has confirmed that this law will protect a Flight Attendants' right to a fair and equitable process for seniority integration".



So with a clear policy in place and the legal weight of an appeals' court decision behind Midwest flight attendants, the AFA chooses instead to PLACE THE ENTIRE MIDWEST WORK FORCE AT THE BOTTOM OF NOT ONLY THE REPUBLIC SENIORITY LIST, BUT ALSO THE FRONTIER AIRLINES SENIORITY LIST. To understand the reason behind this profound betrayal, one need only refer to the April 2011 decision by the NMB that Republic Airways Holdings' was indeed operating as a single carrier, and that included the 2009 acquisition of Frontier Airlines (organized by Afa in 2010). This NMB ruling was not sought by either the Afa or Teamsters, catching Afa by surprise and wholly unprepared for a representation fight with the Teamster-represented Republic flight attendants.

Afa decided to capitalize on the Midwest flight attendants' victory in court and strike a joint representation deal with the Teamsters, wherein the Afa could continue to collect dues money from the Frontier flight attendants, numbering approximately 800, and from any Midwest flight attendants who chose to accept an employment offer which would place them at the bottom of the Frontier list. Midwest flight attendants accepting offers from Republic would then work under the Teamsters contract and pay dues to the IBT, again at the bottom of their seniority list.

Once the details of the Afa "closed door meeting", conducted WITHOUT the participation of the committee that initiated the legal proceedings in the first place to fight for Midwest's seniority rights, were made public, a letter was circulated by the original plaintiffs in the case in May, 2012. Though this deal, struck so that the Afa could retain dues money from Frontier flight attendants, was a shock to the Midwest flight attendants, to anyone who has followed the Afa flight attendant sector at all, this intellectual dishonesty comes as no surprise!!!

REPUBLIC AND TEAMSTERS

For even staunch Afa supporters who continue to blindly follow this corrupt and utterly soulless organization headed by Veda Shook, it should be "easy to do the math. Afa and IBT came to an agreement that basically sacrificed the Midwest flight attendants...to settle the joint representation proposal." When pressed further, Afa sector leadership, Veda Shook and Ed Gilmartin, responded in a manner which is very familiar to S-UA flight attendants: "this is the best you will get and (you) should accept this." When the committee of Midwest flight attendants pressed about the issue of arbitration, having been assured that the "Afa never walks away from a fight that is important to the Flight Attendant profession," Veda Shook informed them that the Afa "would no longer support (them) financially moving forward."

When Chicago Airlines and United Airlines joined together under the RAH umbrella, they received date of hire (DOH) integration with the IBT. Afa has chosen to fold their tents and accept a joint representation arrangement with IBT in order to keep the 800 dues paying Frontier flight attendants by stapling the Midwest flight attendants to the bottom of the seniority list.

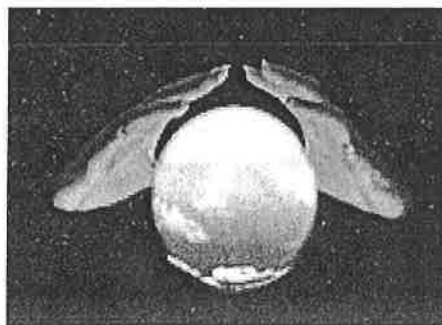
MESABA-COLGAN-PINNACLE MERGER

Afa has made recent attempts in the Mesaba-Colgan-Pinnacle merger to secure joint representation with the United Steelworkers who represent the Pinnacle/Colgan group. To their credit, the Steelworkers have no interest in a joint representation arrangement with the morally bankrupt Afa and seem intent on pushing forward with a representation vote. The Afa, who forced the issue with the NMB for a single carrier ruling at Pinnacle, are now attempting to backtrack and strike another deal with a stronger labor group so that they can retain their 400 dues paying members of Mesaba Airlines. If anyone still has doubts after what happened to the Midwest Airlines flight attendants, it should be clear that a WORKING FLIGHT ATTENDANTS' interest is ALWAYS secondary to the business interests of the Afa. The flight attendants at Mesaba-Colgan-Pinnacle would be wise to pay heed to what happened to Midwest flight attendants, who were misrepresented at Afa and concede that "they were lied to!"

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UNITED/CAL/CMI MERGER

United flight attendants also face profound changes. In the absence of a joint contract to protect their careers going forward, a similar, albeit much larger stage has been set.



Since Afa leadership is perfectly comfortable throwing 300 flight attendants from Midwest Airlines under the bus to keep the dues stream flowing from 800 more at Frontier, how likely is it that they will continue to preside over the shrinking S-UA work force as long as there is a commensurate growth on the S-CO side? For Afa it is merely a numbers game, and if the dues paying member numbers remain constant, it doesn't matter if it's ten thousand here and ten thousand there, or twenty thousand at S-CO and nothing at S-UA.....the dues money is the same. As of May 31, 2012, there were

CAL WILL HIRE 1,750 MORE FA'S!

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DELTA SETTLES WITH PILOTS!

On May 15, 2012 - the Delta pilots' Negotiating Committee, of the Air Line Pilots Association, Int'l, reached a tentative agreement (TA) with Delta management on an amended collective bargaining agreement, more than seven months in advance of the December 31, 2012, amendable date.



In a letter to the Delta pilots, Delta MEC chairman Capt. Tim O'Malley wrote, "The Negotiating Committee and its expanded team have accomplished a great deal of work in the last two months, reaching a comprehensive Section 6 agreement in just over two months, a process that normally takes years."

Delta's financial performance relative to the industry has been much better recently. Then it buys an oil refinery and negotiates a deal with pilots seven months before the amendable date. Most negotiations have just completed the uniform section at this point in the proceedings. It is clear Delta's largest unionized group, the pilots, understands industry realities.

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AFA Raises Union Dues on June 1st

Afa claims that they have only raised dues once in 18 years by only \$4.00 (\$39 to \$43) and that it did not keep up with inflation. The UA flight attendants have not had a pay raise at S-UA since the beginning of the two ten plus year contracts back in 1996! Have our Afa negotiated salaries kept up with inflation? Hardly. Afa additionally claims you will receive more benefits for your "dues adjustment" dollars including:



- Grievance procedures and contract enforcement
- professional negotiators and labor attorneys etc etc

The latest S-UA contract did not even "snap back" to the 1996 contract. The "swiss cheese" contract also has reserves still puzzled as to how they can have their guaranteed 78 hours lowered on their vacation months depending on which reserve days fall into their vacation days. And Afa can forget about their professional negotiators and labor attorneys. We can give them solid "F's" for their performances going back twenty years - and that's generous!



Dissension has never been welcome by the flight attendant sector, as evidenced by the very structure of the governing bodies within AFA. Electoral participation by the membership is restricted to the lowest offices, with no say being given to the membership at ANY airline to elect their own MEC. Nor is the flight attendant sector as a whole allowed to vote on the international officers who purport to lead the entire "represented" flight attendant work force.

A short while back, an utterly idiotic comparison was made by the Afa between our own representative democracy as it is practiced in the United States, and the flight attendant sector. The claim by Afa was made that just as we elect congressional representatives to vote on issues that affect us on our behalf, so our elected "leaders," the LEC rubber-stampers, vote on issues on our behalf at the Master Executive (MEC) and International levels. If this is the level of understanding the Afa has of our political system in the US, then we are in deeper trouble than we imagine.

A more accurate comparison would be if we, as US citizens, voted ONLY for our congressional representatives, and they in turn voted for our Senators and the President on our behalf. This is how the Afa is structured and has more in common with China, which allows

the general population vote on generally meaningless issues at the local village level, such as mayors or other civil servants, but prohibits them from voting on anyone at the upper levels of the Communist Party where the real power resides!

Afa also claims that "everybody pays dues in one form or another: your homeowners association, your shopping club, your gym." - AFA Flightlog VOL 48, No.2, Winter 2011. There is one major problem with that analogy. We can switch gyms and join another shopping club if we don't like the service. We cannot switch unions, vote out corrupt officers or ask for a refund. In fact, not paying union dues as a means of protest can cost us our jobs.

FORCING "CHANGES" AT MEC



The Afa's apoplectic response to an organized voice of dissension that dares to question their "leadership" in an ongoing merger process becomes more easily understood when the motives that drive these men and women who have made a career of union work on the backs of their co-workers are understood. "The FACC, which demands immediate answers and action after THIRTY YEARS of delay, wasted time, obfuscation, intimidation, and threats is not a group of "renegade propagandists," but rather a group of employees who have subsidized the CWA flight attendant sector's escapades to the tune of millions of dollars over the last thirty years and now demand that they answer for the substandard representation they have provided."

"Renegade propagandists" do not take the time it takes to delve into NMB archives and ferret out contracts for ALL airlines that Afa claims to "represent" in order to paint a clear picture of what kind of "representation" we ALL have purchased over the years. To call your employers- the people paying your salaries and expenses year after year - "renegade propagandists" is laughable since the only propaganda being spouted here is theirs.

A visit to any current Afa website will provide an eye-opening historic panorama of the same tactics they have used, year in and year out. This "propaganda" will serve Company management's intent, they assert, because it "distracts" otherwise attention deficit disorder afflicted CWA flight attendants from their real goal

while they sell you the illusion of their "protection".

The FACC Demands the Following Changes:

- Combined contract (allow S-UA f/a's to vote on S-CO's contract once ratified by S-CO) instead of waiting years to get the same bad result from the same incompetent negotiators (Kande, Lum, and Davidowitch).
- Term limits (for LEC, MEC, and AFA International).
Davidowitch has been the UA MEC President since 2005 and his third term runs through 2014. Other officers elected and appointed have been in office for over a decade, contributing to complacency and corruption.
- Constitution and By-Laws changed to empower the flight attendants to vote for their respective MEC Officers (introduced by CAL MEC at the last BOD meeting).

"When people learn no tools of judgment and merely follow their hopes, the seeds of political manipulation are sown".

- Stephen Jay Gould

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FOR CHANGE AND MAKE YOUR VOICE
HEARD IN 2012!**

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5/20/12 UA Opens Six New Domiciles!

May 20, 2012

FLIGHT ATTENDANT COALITION FOR CHANGE

Visit our blog: <http://flightattendantcoalition.blogspot.com/>

UA OPENS NEW DOMICILES!!!

On May 15, 2012, UA announced that "we will open S-CO domestic bases in SFO, DEN, LAX, ORD, and IAD" and in Phase II will have ".....more changes in international flying with S-CO wide body departures increased in SFO, LAX, and Dulles....." due to aircraft deployment changes.

The new domiciles for CAL f/a's will be as follows: LAX (300), ORD (250), DEN (200), SFO (300) and IAD (200) for a total increase of 1250 positions in these five NEW CAL domiciles. Any overages by S-CO in EWR, CLE and IAH will be absorbed by the transfers to the five new domiciles.

The changes for UA flight attendants will be an increase in JFK (500) and IAH (350). The overages for S-UA flight attendants in ORD, DEN and LAX will be for approximately 500 lineholders, as flying is replaced by the CAL flight attendants at these domiciles, as they open. It also remains to be seen what will happen if UA cannot get a total of 850 UA flight attendants to transfer into JFK or IAH.

UA has over 1700 UA flight attendants on furlough while the CAL new hires continue to graduate from the IAH Training Center. CAL currently has plans to continue hiring through November 2012.

Can Afa read the.....



Handwriting on the Wall?

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MORE UA MEC BLUNDERS!

FACC



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The UA MEC contributed to the "shrinking" of UA by NOT having entered into combined contract negotiations with CAL last year. Instead, they insisted on the ill-fated single "expedited" negotiations.



The contract ratified in February is the second time the UA MEC negotiated a so-called "expedited" contract (2010-2016). The last "expedited" contract negotiated by Afa resulted in the 1987-1996 ten year contract (second ten year contract was 1996-2006). Both ten year contracts negotiated by the Afa are the longest contracts negotiated in the airline industry!

Now, the Afa is spewing the decades old rhetoric from their 90's playbook and bag of tricks to justify their colossal ineptitude. The AFA E-lines dated May 18, 2012 states:

"United management would like nothing more than to have United and Continental Flight Attendants at odds with each other."

That is the exact opposite of what the Company hopes to achieve. Apparently, Afa couldn't think of anything original this time around. The UA MEC must have also forgotten that the CAL MEC is in the middle of their own Section 6 negotiations for their single contract (amendable in September, 2012). Of course, this is after the UA MEC ignored CAL MEC and tried their hand at the disastrous expedited negotiations. Who can forget the UA contract ratified in February that did not give us parity with CAL or "snap back" to the last UA contract from over a decade ago?

But don't listen to us, as the AFA E-lines also states confidently:

"The best way to combat fear of the unknown is with accurate information from your Union. Don't rely on rumor, social media or renegade propaganda that only serves to disseminate apprehension and create division."

Rumor, social media and fear mongering are the exact methods used by the Afa in winning the representation election. When was the last time Afa UA MEC was right about anything? Was it the \$64.00 an hour they promised? Is it the industry leading contract they were going to get far surpassing CAL's current contract? Or was it the immediate "combined" contract negotiations they were going to enter with CAL?

BUT WAIT!!!

The May 18th E-Lines also states:

"We have industry experts and professionals to advise us and we will protect United Flight Attendant jobs and maximize opportunities for our flight attendant community."

Would these experts be the "infamous and polarizing duo" - Lum and Kande from previous failed negotiations? Would it be the same Afa lawyers getting paid six figures for ten year contracts and negotiating our weak scope and furlough clauses? Are these experts the same Afa International Officers who will ALL be getting a 30% raise on June 1, 2012? The same experts and professionals that are coincidentally RAISING OUR DUES on June 1, 2012!

But don't listen to anything we have to say, because we are only the "renegade propagandists" that Afa would love to silence! And of course, do as Afa suggests, don't post this information anywhere on the social networking sites. It would be helpful if you all quit reading ANYTHING different from what Afa writes!

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- * 1/2/12 Will You Get Super Seniority?
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- * 6/17/2012 CAL GETS NEW TA!
- * 7/1/2012 Sub Bases Open Oct. 1st

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FUTURE OF OUR CONTRACTS

THE UA MEC

The UA MEC wasted almost a year with the expedited/single contract negotiations and promised the UA flight attendants more pay, (\$64 an hour), while demanding the preservation of antiquated work rules. In the end, UA MEC, notorious for "stonewalling" and unable to negotiate "itself out of a wet paper bag" was not able to get CAL's pay parity nor keep the promised work rules. And had they not insisted in continuing separate Section 6 negotiations instead of a combined contract, the Company would not need to establish all their intended new sub domiciles.



THE CAL MEC

The CAL MEC negotiators wasted no time and exchanged "early" opening letters for their single contract (amendable September 2012) and met with the company on April 24th and 25th. Significant progress has been already reported by CAL and the next bargaining session with the company is scheduled for June 4th, 5th, and 6th. The new CAL contract will give the CAL flight attendants the ability to preserve benefits, flexibility, and the financial security they currently enjoy before CAL MEC enters into combined contract talks with UA MEC.

THE COMPANY

Mr. Risoli's May 15th announcement cites delivery of larger replacement aircraft as the primary driver of continued hiring at S-CO and the opening of new domiciles for CAL flight attendants. Risoli reminds everyone that it won't be until "*we have one contract and one seniority list, (that) we will be able to greatly reduce or in some cases eliminate many of these problems and inefficiencies.*" The company message seems to be clear. Unless a combined contract is reached between UA and CAL sooner rather than later to streamline both airline operations, UA f/a's can and will face major changes. Once the new domiciles are opened, future announcements may include UA domicile closures and/or more furloughs.

The company will do what is necessary to avoid possible redundancies until Afa UA MEC starts to understand that they have NO LEVERAGE as long as there is other work groups (CAL/CMI) available to provide the productivity necessary for the company to stay profitable and successful.

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AFA's "Backroom Dealings"

On May 9th, two of the worst candidates were elected to the JNC (Joint Negotiation Committee) by the UA MEC. Kevin Lum and Jack Kande, both with previous legacies of failed contracts, were "voted in" behind closed doors by 14 LECP's and UA MEC President Greg Davidowitch. Candidates far more qualified than Kande or Lum were "shut out" for these positions that were supposed to be "elected" but in TRUTH were "appointed".



An unprecedented number of flight attendants mobilized in several domiciles across the country to contact their LECP's to express their support for candidates, (13 in total), other than Lum and Kande. The extensive email and phone campaign by flight attendants were all but ignored by LECP's in SFO (Black), IAD (Curlee), LAX (Harris), ORD (Sesko), and SEA (Tucker) in the undemocratic process exercised by the UA MEC to select two members to the JNC. In the UA MEC "rigged" election - Only 3 of the 13 candidates received any votes at all!

The formerly disgraced UA MEC President Kevin Lum and HKG LECP Jack Kande were "elected" in back room horse trading despite the rare participation by UA flight attendants across the system who are not able to vote in MEC elections but wanted their voices heard. In fact, the following statement was made back in January of 2004, regarding Kevin Lum, by now current DENLEC-President Ken Kyle:

"Sure he is free to participate here....but I have zero respect for his opinion or his "knowledge" of the contract. He has a history of being as deceptive in practice as much as DMB and the MOOT-10. His 'legacy' of contract 'knowledge' means that he was instrumental in the grey-area language and loopholes we are affected by on a daily basis. I do not trust his 'opinion' or 'knowledge' nor do I believe he would have any interest in participating in this or any forum. "

Ken Kyle

It is supreme irony that Kevin Lum has chosen to resurrect himself at this point in time. After all, as Ken Kyle had previously pointed out, it is his MECs' awful 1996-2006 agreement, extended through 2010, that is still with us today.

With no true checks and balances in place, the UA MEC, without a direct vote of the membership, appointed the two as our "best and brightest". Of course, Mr. Kande's ineptitude in the last round of negotiations, culminating in the "Swiss Cheese" contract, should be fresh in everyone's mind. Why he was given the chance to try again defies reason.

The JNC appointments of Jack Kande, and especially of Kevin Lum, not only underscores the utter contempt of the UAL MEC for their members, but does not bode well for the continued employment of subsidiary UA flight attendants. We have often wondered how many S-UA jobs the UA MEC is willing to sacrifice to prove a point, and we now have our answer:

ALL OF THEM!

<http://flightattendantcoalition.blogspot.com/>

UA CROSSOVERS NEW EXPERIENCES

"How I changed my life, career
and bank account by merely
crossing the Hudson."
Read more on the CrossChecked
Blog.



JOIN THE FLIGHT ATTENDANT COALITION FOR CHANGE AND MAKE YOUR VOICE HEARD IN 2012!

"Anonymity is not a lack of courage, but rather the absence of ego – it is only the collective good of a combined work force working until a combined contract with an Integrated seniority list NOW – not six years down the line - that is the aim of the FACC. No one person dictates the terms or direction of the group. That is the very definition of "member-driven" and the purest form of democracy."

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5/06/2012 UA Crossovers Celebrate as UA MEC "Stumbles"

May 06, 2012

FLIGHT ATTENDANT COALITION FOR CHANGE

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UA CROSSOVERS TRAIL BLAZE AT CAL

"It's official. I've become one of the 119 Subsidiary-United Flight Attendants who will be joining the ranks of the Subsidiary-Continental Flight Attendants. I'll sport a new uniform, new wings, and earn a new and better wage! I'll make new friends, learn new skills and fly to new locations and I'll do it all on new airplanes. On April 30th the adventure begins. I can't wait.".....
Read more at: <http://crossscheduled.blogspot.com/>



UA MEC TO SELECT NEGOTIATORS

United Master Executive Council (MEC) meeting is planned for May 8th - 11th, 2012 in Chicago. The UA MEC will elect two members for the Joint Negotiating Committee (JNC). The JNC is also comprised of two Flight Attendants from CAL and two from CMI for the purpose of merging the Contracts. The JNC will also include the three MEC Presidents to comprise a total of nine members. The "most contentious" name to reappear as one of many candidates for the UA JNC positions



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11/13/2011 Future Furloughs for UA

oblivion after having negotiated the industry's unprecedented ten year contract (1996-2001 and 2001-2006) for UA flight attendants. As one former MEC insider stated:

"His ineptness and inabilities as a negotiator has cost us more than any other leader in the history of this union. Mr. Lum can only be described as an egocentric, moronic individual whose arrogance and self-propelled agenda placed us in the position we find ourselves today. His departure from the MEC was the only good news he has brought to our group. His lack of leadership and numerous blunders are events that will live in infamy."

Kevin's tenure included the opening of international domiciles (Taipei, Narita, Hong Kong, Frankfurt, etc.) and allocating 40% of International flying to those domiciles. Job protection for flight attendants without US passports or residency is limited, (Sec22. M Work Visa Issues in 2012 Contract), in the event of future base closures. Meanwhile, US domiciles were reduced with the "surplus" of flight attendants in HNL in 1998 and the closure of PHL in 2003.

Kevin's failures also include allowing UA to merge domestic and international flying without merging the pay, so domestic flight attendants TODAY make approximately \$10.00 less than CAL fa's! UA Reserves also find themselves getting paid domestic pay for flying international trips if they don't fly their line guarantee!

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WILL AFA COMMIT POLITICAL SUCIDE?

The UA MEC has begun to lay the ground work with the same incompetent leadership that continually leads to conflict and contentiousness.

There are several JNC candidates that have either been **PROVEN** incompetent (ex LECP's) and/or unsuccessful as previous negotiators. Jack Kande, LECP HKG, who helped negotiate a contract that was far less than promised by afa to the UA flight attendants during the representation election, is attempting an encore performance. The most recent contract did not contain snap backs or even give the UA flight attendants parity to the current CAL contract and it has an ammendable date of 2016!



The new contract negotiated by Greg Davidowitch and Jack Kande has so many holes in it with no less than 3 sections (Section 5.D., 18.K.; Sections 2.T., 7.J.1.e., 7.K; Section 7.D.1) that are now having to be grieved by UA MEC. Reserve flight attendants on vacation are also now losing more pay and will have to fly more outside of their vacation days.

In a twist of historical irony, UA MEC President, Greg Davidowitch, also endorses Kevin Lum for the JNC. After all, Kevin all but assured Greg the position of UA MEC President when he was ousted from the MEC! The ole' "I will scratch yours if you scratch mine" is being played out in real time for all of us and.....

It is Obscene!!!

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US AIR'S BID FOR AMERICAN AIRLINES

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- 6/17/2012 CAL GETS NEW TA!
- 7/1/2012 Sub Bases Open Oct. 1st

On March 30, 2012, US Airways and former America West flight attendants, voted against a TA offered by US Airways management. Ninety percent of the over 6,700 combined Flight Attendants participated in the voting



process. The agreement was nearly SEVEN YEARS in the making, and was unanimously approved by the MEC's of both carriers as well as the LEC's. In the aftermath of this debacle, the former US Airways MEC President, Mike Flores, was removed from office by the LEC Presidents at US Air.

And while the US Air MEC leadership acts out their sad theater for a rapidly dwindling audience, Mr. Parker's management team has been busy securing the support of the three major labor unions at American airlines, including negotiating contracts that will provide the efficiency and flexibility needed to restructure the ailing airline.

The Transport Workers Union (TWU), Association of Professional Flight Attendants (APFA), and the Allied Pilots Association (APA), issued a joint statement on April 12, 2012.

"On behalf of 55,000 American Airlines front line employees, including the 17,000 members of the Association of Professional Flight Attendants, the 10,000 members of the Allied Pilots Association and the 26,000 members of the Transport Workers Union - we are pleased to confirm our support of a possible merger between our airline and US Airways." Read the full press release statement [here](#).

If approved by the court, creditors committee, current management (i.e. the American Airlines Board of Directors), and the appropriate government authorities, a combined American Airlines/ US Airways will emerge from bankruptcy court more financially stable.

And the 17,000 flight attendants at American Airlines represented by APFA will gain the 6,700 USAir and America West flight attendants!

THE UA "EARLY OUT" OPTION

Bidding for the Early Out Program opened on April 17th and will remain open through May 31, 2012 at 0800 CST. Flight Attendants with 15 years of service are eligible to bid for the Early out, including those on Leaves of Absence and Voluntary Furlough.



MEDICAL BENEFITS FOR RETIREES

Section 33 Medical Benefits

UA Flight Attendants considering the "Early Out" should become familiar with Section 33 in our 2005-2010 Contract. The Monthly Contribution for Pre-Medicare Medical PPO may be as high as 80% for flight attendants with less than 20 YEARS OF SENIORITY.

Be prepared! Talk to an accountant or a trusted financial adviser to weigh the different options and become fully informed to make the right decisions. Then, if you decide to take the "Early Out", do what the rest of us wish we could do.....go to the beach or enjoy life to

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4/22/2012 CAL Welcomes UA Crossovers with Pay Raise

April 22, 2012

FLIGHT ATTENDANT COALITION FOR CHANGE

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CAL MEC UPDATES!

Successful Crossovers!

119 United Airlines flight attendants accepted the crossover to s-CAL. The most senior flight attendant is March 21, 1977 and the most junior is March 17, 2008.



CAL flight attendants have already started welcoming UA f/a's and have generously assisted UA f/a's in find housing and even moving furniture! The first crossover training is scheduled on April 30th for five days and a second class is scheduled to start on May 7th. Training will include familiarization with the new 787, 737, 767, 777 aircraft's as well as learning the s-CAL computer systems.

NEW CROSSOVER PAY

A fifteen year UA flight attendant (will be paid according to UA seniority) flying CO guarantee for 83hrs will earn \$4238.97 a month. The yearly salary will be \$50,867.64, not including per diem. CO's per diem will be \$1.95 (88.72% more than UA's per diem for domestic). International per diem is \$2.50.

WE WISH THEM THE BEST!!!

CAL MEC STARTS SEC. 6 ON APRIL 24TH

The CAL MEC and the company begin negotiations for the S-CAL only contract (not a joint contract) on April 24th and 25th in Chicago.

This will be the first of many negotiating sessions required to meet their goals. If and when an agreement is reached, the full S-CAL membership will have the opportunity to vote in a standard contract ratification.

FACC



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Afa represented carriers are down from 26 to 17 airlines with UA, CAL and CMI, represented by their own separate MEC's even though all three attained Single Carrier status in 2011.



US Air and America West merged in 2005 and just turned down their TA after 7 years in negotiations. On April 20th, US Airways made its intention to acquire American Airlines. The acquisition will encounter many obstacles, including bankruptcy court, shareholder approval and regulatory scrutiny. There will also be contentious representation battles that can be expected between afa and APFA (Association of Professional Flight Attendants Union). Northwest merged with Delta and on October, 29, 2008 succeeded in remaining non-union. Atlantic Southeast merged with XpressJet and is now represented by IAM. AirTran is systemically being transferred to Southwest and the crossover program will be completed in 2013. Southwest is represented by TWU. On April 18, 2012, Mesaba/Colgan/Pinnacle was Declared Single Carrier by NMB on and will face union representation elections.

UAL merged with CAL/CMI in 2010 and continues to struggle with Afa representation as does All afa represented carriers. CAL enjoys the contract with pay and benefits negotiated by the IAM in early 2011 which is amendable again in September of 2012. Negotiations begins for CAL MEC on April 24th.

AFA's Negotiating History

AIR WISCONSIN - 4 contracts in 26 years
ALASKA - 3 contracts in the past 18 years
AMERICA WEST - 1 contract in 18 years * US Air
AMERICAN EAGLE - 2 contracts in 17 years
ATLANTIC SOUTHEAST - 3 contracts in 24 years * ExpressJets
COMPASS AIRLINES - 0 contracts in 3 years
FRONTIER AIRLINES - 1 contract in 2 years
HAWAIIAN AIRLINES - 3 contracts in 16 years
HORIZON AIRLINES - 3 contracts in 18 years
MESA AIRLINES - 2 contracts in 15 years * Chapt.11 on 01/10/12
MESABA AIRLINES - 2 contracts in 13 years * Ceased OPS 1/04/12
MIAMI AIR - 2 contracts in 11 years
OMNI AIR - 0 contracts in 1 year
PIEDMONT AIRLINES - 2 contracts in 23 years
PSA - 3 contracts in 17 years
RYAN INTERNATIONAL - 0 contracts in 3 years
SPIRIT AIRLINES - 1 contract in 12 years
UNITED AIRLINES - 3 contracts in 25 years * Merged CAL, CMI
US AIRWAYS - 3 contracts in 18 years * Merged America West

Thirty-eight contracts negotiated over a total of 268 years' total time, works out to an average of:

One contract every 7.05 years!

And this figure is generously skewed because some of the carriers (Compass, Frontier, and Omni for example) bring the average down since they've only recently been organized and contracts have yet to be settled, or were recently ratified. For now, a more accurate accounting, then, is the seventeen carriers (no longer 26 as claimed on some CWA-Afa websites). It is also misleading when CWA claims at the end of every press release that the CWA has 700,000 members.

According to the 2010-2011 LM-2 report, total CWA membership is 468,469 with another 35,000 agency fee payers (employees who decline union membership, but are still required to pay a service fee

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- 2/12/2012 What Would You Do With a 30% Pay Raise?
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- 6/17/2012 CAL GETS NEW TA!
- 7/1/2012 Sub Bases Open Oct. 1st

***UA IS THE LARGEST AFA CARRIER**

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Challenging Afa to Survey Membership for the Combined Contract!

TWO SIMPLE QUESTIONS

- What sections of the UA contract would you like to see changed in a combined contract?
- Specifically how would you change them?

The CAL AFA received 30,000 responses from its membership with survey questions prioritizing what their members wanted in the current single contract negotiations with the company - again!

SURVEY SAYS??!



Don't waste our dues money on another skewed survey designed to benefit the union and not the membership!!!

LET US DECIDE OUR OWN FUTURE!

UA MEC Pilots Request Release Dates!

On April 16th, 2012, ALPA MEC Chairman Captain Jay Heppner opened the week-long MEC Meeting in Chicago. For nearly 24 months there has been little progress on the core issues related to the off shoring and outsourcing of UA pilots jobs.



United Airlines alone has 1,437 pilots who were laid off because of 9/11 and merger schemes, and they continue to be grounded.

United Airline Pilots plan to formally execute a release from their Section 6 negotiations under the Railway Labor Act (RLA) on April 30 if United management does not commit to completing these negotiations by June 1.

www.ualmec.org/

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PETITIONS!**

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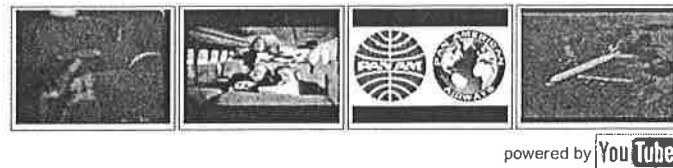
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4/15/2012 Unethical Surveys and AFA Recalls

April 15, 2012

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AFA'S "UNETHICAL" DRUG SURVEY

Afa's latest attempt to extract "invasive" information about flight attendants involves asking all flight attendants to participate in a potentially unethical and harmful drug use survey!

On April 11th, Afa International solicited the following information on *Special AFA Interactive*:



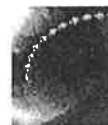
"Flight Attendants from a number of work groups have been meeting with volunteer researchers to create the very first occupational specific drug use screening tool. When completed, this tool will consist of a few brief questions which will allow a flight attendant to self identify whether her/his drug use has moved into risky behavior and to recognize at an early phase the need for assistance. But to complete this tool for tomorrow's Flight Attendants, active Flight Attendants of today are being asked to share their time to answer a 4 minute survey located at "SurveyMonkey."

Every Flight Attendant is Encouraged to take this survey by Afa International. *Ask Yourself First:*

Who are these volunteer researchers?

- What "specific" drug use screening tool?
- Where is the full disclosure?
- Where is the confidentiality agreement?
- What is the validity and reliability of this survey?
- What purpose does it serve?
- What % of our workforce is even affected by drugs?
- Can it potentially cause harm to its subjects?
- How is assistance - if needed- provided?
- By Whom?

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[^On-Line Survey Here^](#)

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11/13/2011 Future Furloughs for UA

There is already too much information that is generated and distributed by sources purporting to be "friendly" to our work environment. Surveys should only be administered with strict confidentiality guidelines and full disclosure for the survey takers regarding the potential harm including breach of privacy. Any perceived risky drug behavior and available treatments when and if necessary is confidential between a physician and a patient. We should always consult our primary physician first!

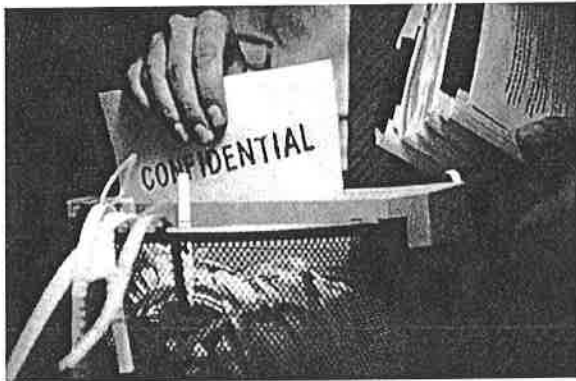
BEWARE of Afa Asking for Information for an Undisclosed Source!

This survey would never be valid in the scientific community, so AFA, what is your real motive?

For more information for those interested in resources on drug studies or research:

Substance Abuse and Mental Services Administration (SAMHSA) Division of Workplace Programs <http://www.osha.gov/SLTC/substanceabuse/index.html>
or
National Survey on Drug Use and Health
<http://www.oas.samhsa.gov/nsduh.htm>

**Ask Afa and their "Volunteer Researchers" for a Survey on What We Want in the Combined Contract Instead!
IF You Trust Them!**



AFA's Dismal Performance

STOP

AFA INTERNATIONAL AND THE UA MEC FROM REPEATEDLY MAKING BAD DECISIONS, TELLING LIES AND DEFRAUDING THE MEMBERSHIP!

- FAILED 3RD ATTEMPT TO ORGANIZE DELTA (AFA Still owes CWA \$11 MILLION)
- FAILED IN AN ATTEMPT TO ORGANIZE 52 Aer Lingus flight attendants based in IAD (on March 29, 2010, Afa held a protest in IAD that UA jobs were being outsourced to Aer Lingus! Hypocrites!).
- FLIP FLOPS and then PETITIONS TO ORGANIZE 52 Aer Lingus Flight Attendants On January 6, 2012.
- UA MEC REFUSES to allow membership to vote on IAM like contract offered by UA in May, 2010.
- UA MEC EXPEDITES Negotiations and Endorses a Concessionary Contract with No Retro, No Snap Backs and a 6 year term (2010-2016) that does not even bring back 2002 wages, vacation, sick

- 11/20/2011 No Retro and a 20 year Pay Scale
- 12/07/2011 Got Job Security? With AFA You Don't!
- 1/2/12 Will You Get Super Seniority?
- 1/15/2012 UA to Afa "Take it or Leave it"
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nominations. The two negotiating committee members who were voted in by the SAME UA MEC voting members who brought us the industry tralling contract BY fear mongering the membership into voting "YES" or threatening us with waiting for "years" in purgatory for another contract!

Recall Greg Davidowitch!



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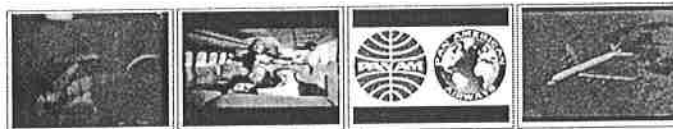
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4/8/2012 Contract Negotiations Start for CAL FA's

April 08, 2012

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CAL MEC STANDS STRONG!

CAL MEC and the company have agreed to commence negotiations for the CAL FA's only (not a joint contract) on April 24th and 25th in Chicago. This will be the first of many negotiating sessions with the company. CAL MEC will protect what is valued by the CAL fa's based on the 30,000 proposals submitted by the membership this year. The negotiations will focus on job security, flexibility, pay and profit sharing for the Cal flight attendants.



Read the CAL MEC update here.

UA MEC BLOWS MORE SMOKE!

"This agreement is a step in the right direction. Our flight attendant community has waited for much needed improvements to our contract. Despite many obstacles and challenges, we remained undeterred from our number one goal of reaching an agreement that addresses our immediate needs and serves as a stepping stone to a single contract with our flying partners from Continental and Continental Micronesia," said Greg Davidowitch, AFA President at United Airlines.



THEN, on March 21, in a major hiccup, Afa announced the filing of three separate grievances regarding the implementation of three

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If the rank and file at UA was not appalled at the **BLUNDER** that **SACRIFICED** the coveted UA "work rules" for pay that did not even come close to the "snap back" of wages from 1994, then CAL MEC certainly took notice. On March 5th, CAL MEC announced that they were entering into their own Section 6 to start negotiating with the Company before entering into **ANY** Joint Negotiations with UA MEC.

On April 3, 2012, UA MEC **acknowledged** that Continental and Continental Micronesia was moving forward without UA to negotiate a separate contract as if it was their master plan all along. Somehow, it must be CWA-Afa's presumption that all UA flight attendants are deaf, dumb, and/or blind.

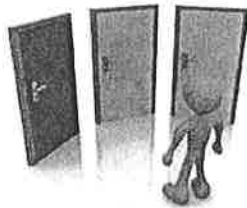
The quick and awkward backtracking by UA MEC contradicted the announcement made immediately after the passage of the disastrous UA tentative FOR A IMMEDIATE COMBINED CONTRACT. The March 30th AFA E-Lines boldly BACKTRACKS:

"The United MEC is contractually bound to begin preparations for Joint Negotiations but that provision does not bind the S-CAL and S-CMI MEC's".

NO KIDDING!!! LOOKS LIKE CAL AND CMI MEC'S ARE HEADED TO NEGOTIATIONS WITHOUT UA MEC!!!

UA CROSSOVER - PACK YOUR SUITCASE!

On March 30th, crossover bids were awarded to 157 UA flight attendants. Despite ominous warnings from the CWA-Afa of potential consequences, UA flight attendants will crossover to join the CAL flight attendants in Newark, Houston, and Cleveland. They will have until April 10th to change their minds.



The UA MEC is watching their membership **DECLINE** from Crossovers, Early Outs, and Furloughs as CAL MEC watches their membership **GROW** not only from the new hires graduating in Houston every week but also soon to be UA flight attendants crossing over must be causing some anxiety. Many LECP's at various UA domiciles were heard warning flight attendants not to take the crossover.

HMMMMMM!!!! The potential shift in the **BALANCE OF POWER** at the MEC's should send warning signals to AFA International. Perhaps the sleepless nights for the leadership who have been "unchallenged" for years is well warranted.

In the meantime, the FACC team would like to extend all the UA Crossover flight attendants Best Wishes as they join CAL fa's!

"RECALL" IN ORDER FOR UA MEC?

F/A's?

- ★ 11/20/2011 No Retro and a 20 Year Pay Scale
- ★ 12/07/2011 Got Job Security? With AFA You Don't!
- ★ 1/2/12 Will You Get Super Seniority?
- ★ 1/15/2012 UA to Afa "Take it or Leave it"
- ★ 1/22/12 LIPSTICK ON A PIG?
- ★ 1/29/2012 Show Me The Money!
- ★ 2/5/2012 AFA Data for UA Tentative
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- ★ 7/1/2012 Sub Bases Open Oct. 1st



GONE were the promises of \$64.88 hourly rates, full retention of all vaunted work rules, which are valuable currency according to the CWA-Afa leadership, and of course, the best medical and dental benefits money could buy. "But you promised!" came the plaintive cries from a work force once again duped by the same outfit that's been doing it to them for thirty years!

Grievance 5-12. During negotiations the parties agreed that Reserves are now guaranteed 78 hours of pay and credit per month. Instead "the company is reducing a Reserve flight Attendant's Minimum guarantee of 78 hours if the value of the Vacation Pay is less than the value of the Reserve availability days encompassed by the vacation period."

Grievance 6-12. Legal Rest in the Domestic operation is free from duty. The seven points that the company intends to implement pursuant to Section 7.J.1.e were evidently not envisioned by flight attendant negotiators or their "union" representatives or attorneys. Worse, it was just assumed to be understood by both parties which is bad business practice at the most fundamental level.

Company advised the union that it would apply some of the new 7.J.1.e provision as follows:

- Rest would not be applied as free of duty
- Rest would only not apply on an actual basis
- Rest would not apply at home
- Rest would not apply to Reserves on an actual basis

Grievance 7-12. The final agreement changed 8 in 24 throughout 7.D., eliminated the two-for-one interim rest and added a new requirement for at least 16 hours Legal Rest at the next layover point after exceeding 8:30 in 24 in Section 7.D.1.b. However, the company is not providing Flight Attendants with the appropriate Legal rest at their next layover point of at least 16 hours after they exceed 8:30 in a 24 hour period.

The rush to jump on the "stepping stones" has produced another embarrassing lesson for the CWA negotiating team!

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US AIR REJECTS TA!

Flight attendants at US Airways VOTED DOWN a tentative agreement that would have been their first joint contract since the merger with America West in 2005.

The TA was rejected by 75% of 5,832 voting flight attendants.



Flight attendants from the old US Airways are still working under pay cuts they took under a 2005 contract while the airline was still operating under bankruptcy protection.

The rejected TA would have given them 11 percent raises. America

the union before the vote.

Both groups are covered by separate units of the CWA-Afa. A joint negotiating committee had unanimously recommended approval of the TA. The US AIR flight attendants voted down the tentative sending Afa a resounding **"NO CONFIDENCE"** vote!

Read about it here.

HAPPY HOLIDAYS!!



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3/25/2012 Afa "Stumbles" - Pilots Make Progress

March 25th, 2012

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AFA's "Swiss Cheese" Contract

Afa objects to the Company application and implementation of certain parts of the new UA FA contract less than 30 days since it was ratified!

On March 30, 2012, Afa filed three grievances after having failed to "nail down" the changes to languages in RSV and Legal Rest in the ratified contract:

- The company is reducing a Reserve Flight Attendant's Minimum Guarantee of 78 hours if the value of the Vacation Pay is less than the value of the Reserve availability days encompassed by the vacation period. (Section 5.D., 18.K.)
- The company is not providing Flight Attendants a Legal Rest equal to, or greater than, for Domestic Duty Periods which exceed ten hours and thirty minutes (10:30) (Sections 2.T., 7.J.1.e., 7.K.)
- The company is not providing Flight Attendants with the appropriate Legal Rest at their next layover point of at least 16 hours when they exceed 8:30 in a 24 hour period (Section 7.D.1.)

The final Agreement changed 8 in 24 throughout 7.D., eliminated the two-for-one interim rest and added a new requirement for at least 16 hours Legal Rest at the next layover point after exceeding 8:30 in 24 in Section 7.D.1.b.

Interestingly enough, nothing has really been mentioned about the fact that the CWA-Afa negotiated a REDUCTION in vacation pay for reserves from 3.45 in a thirty-one day month and 3.57 in a thirty day month down to a flat rate of 2.45 for all flight attendants, reserve



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The rush to prove this "stepping stone" approach as valid has produced the **sloppy and imprecise language** that now allows the Company to take full advantage of new scheduling efficiencies and cost-savings as best they can.

UA MEC has now spun their propaganda machine to paint the Company management in the worst possible light, when in fact it is the Afa's negotiating mistakes that failed to address these loopholes.

It is absurd theater for which we all pay too high a price!

Only an organization as inept as the flight attendant sector of the CWA, that consistently negotiates contracts so poorly, has the need for a Contract Interpretation Committee. A contract should be a contract – not a malleable piece of fluff that can be bent to suit the Company's whims or union management's political agenda. The only losers in such an arrangement are the **WORKING** flight attendants forced to endure this lack of "protection."

NMB CONDUCTING INVESTIGATION!!!

The Afa was previously warned by the National Mediation Board (NMB) against using hyperlinks during their ill-fated attempts at unionizing Delta. But Afa **DID** use them again during the IAM/Afa representation election last year.

Attempts to coerce disclosure of how we voted clearly constitutes Afa election interference, according to the NMB investigators conducting the ongoing investigation. Multiple phone calls to flight attendant homes and cell phones were also made by the Afa on a daily basis along with confrontational encounters at various airport terminals.



CALL THE NMB TODAY! YOUR VOICE NEEDS TO BE HEARD!

Call or email the NMB Office of Legal Affairs —and tell them your story. The NMB would like to hear from you if you have any information regarding coercion, intimidation, voting parties, hyperlinks, lists, harassment and requests which made you as a flight attendant or other flight attendants uncomfortable to learn about, talk about or vote for the IAM.

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DID AFA FAILURE GIVE ALPA MORE \$\$\$

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- ★ 7/1/2012 Sub Bases Open Oct. 1st

ALPA's (Air Line Pilots Association) Transition and Process Extension Agreement (TPA) of February 2012 runs through March 31, 2013.



The TPA also modifies the August 18, 2010 Letter of Agreement to change expense allocation to ALPA from \$10 Million to \$13 Million. That is a \$3 Million increase given to ALPA within weeks of CWA- Afa ratifying the concessionary contract to the Company that fell far short of UA FA's expectations based on grandiose promises made to them by the Afa. Money that Afa left on the table appears to have been reallocated to another labor group - ALPA. You can read the full text of the agreement ([Click here](#)).

Then there are the UA pilot crossovers and CAL and UA pilot sub bases opening in several existing domiciles. What implications does this have for flight attendants? Pay particular attention to the 320/757 pilot base in IAH for s-United, and the 737/757 bases in SFO, DEN, and ORD for s-CO. These bases, along with the one already operating in LAX by UA **WITHOUT RESTRICTION**.

Without a similar agreement in place for flight attendants we have **NO PROTECTIONS** against the shift in flying that is coming. Sam Risoli alluded to these shifts in a recent letter to all flight attendants. Without the protections in place s-CO flight attendant sub domicile bases may not be far off.

Oakland Co-Terminal to Close in June

Thirty day ANP and 90 day special leaves of absence will continue to be offered at UA, while CO continues to hire (one subsidiary is growing while the other is shrinking) and the CAL MEC is negotiating improvements to the IAM contract for CO flight attendants.

Where Are All the Protections?

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March 11, 2012

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CAL OPENS NEGOTIATIONS WITH UA!

AFA CAL MEC Negotiating Committee met with the Company on Monday March 5, 2012 to present opening proposals.

The opening proposals were based on the immediate needs expressed by the CAL fa's. Discussions at the table between CAL MEC and the Company included the opportunity to discuss the Company's evolving business plan and its potential impact on the CAL membership.



Management agreed to continue negotiations with CAL MEC and more dates are expected by week's end

The notable difference (aside from gross negligence) on how UA MEC conducted their negotiations is their stubborn refusal to meet with the Company without a mediator. This simple strategic blunder caused long delays (two years) and the subsequent poor outcome for the UA flight attendants by the UA MEC.

NMB rules allow both sides to meet without a mediator.

The CAL MEC negotiations is separate from any discussions of a "potential" combined agreement that UA MEC promised its membership. The CAL negotiations will be to represent the CAL flight attendants. The thousands of proposals by CAL fa's for the September 2012 amendable contract included:

- NO 8 in 24 (now 8.5 in 24)
- NO 30 in 7 (now 35 in 7)
- NO PBS (Preferential Bidding System - which is not in CAL's contract but it is in UA's contract)
- Continued Flexibility
- Higher Rates of Pay

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Protects The Rights of CAL Flight Attendants!

<http://calafa.org/news/negotiations-update-03-05-12/>



NO

CASH BACK!!

Since 2000 - CWA Paid Over \$7,901,797 to Our Afa Staff "Negotiators" to Assist UA MEC!

For all this money, many of the flight attendants employed by these carriers "protected" by the CWA have had three or fewer contracts negotiated for them over the past 20 years, and many are often so poorly compensated that they have qualified for food stamps and other government assistance programs.

It would save everyone a lot of time and money if the CWA Afa would extend the same courtesy to existing UA fa's that they are affording the new-hire CAL fa's - that is, just put a CWA Afa sticker over the cover of the IAM contract and call it a day! Put the UAL MEC out of work like they deserve and let the CAL MEC run the show working from the higher platform of the IAM negotiated contract.

CAL MEC have started their negotiations whether UA fa's acknowledge it or not and whether the UA MEC is truthful about it or not. The contract that the CAL MEC negotiators and Company management will agree upon within the next four to six months will be the agreement going forward. Whether UA fa's will be given a chance to vote on it with the tacit understanding that that will be the governing contract remains to be seen. It will also give us the clearest indication of how many UA jobs the UA MEC and International Officers are willing to sacrifice to prove a point that is relevant only to their egos.

Posturing Otherwise by the UA MEC Would be More Lies!

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WHAT UA FA'S DIDN'T GET IN THE NEW CONTRACT!

While the UA MEC is busy self-congratulating and celebrating the new UA contract (they won't have to face the mighty Company again by themselves), we would like to highlight what was **GIVEN UP** by UA flight attendants!



Here is an example based on three scenarios: Our past contract, our new contract, and what we could have had if UA MEC had accepted the Company's offer nearly two years ago and allowed the UA membership to vote on it!

Actual Example With New UA Contract

Domestic UA FA at Top Payscale (\$39.75 vs. \$43.73 new) for the month of February, 2012
86 hrs 51 minutes *BASE Pay (Total 98.51 hrs)

F/A's?

- 11/20/2011 No Retro and a 20 Year Pay Scale
- 12/07/2011 Got Job Security? With AFA You Don't!
- 1/2/12 Will You Get Super Seniority?
- 1/15/2012 UA to Afa "Take it or Leave it"
- 1/22/12 LIPSTICK ON A PIG?
- 1/29/2012 Show Me The Money!
- 2/5/2012 AFA Data for UA Tentative
- 2/12/2012 What Would You Do With a 30% Pay Raise?
- 3/11/2012 The "Bumpy" Road To Integration for UA and CAL
- 3/25/2012 Afa "Stumbles" - Pilots Make Progress
- 4/8/2012 Contract Negotiations Start for CAL FA's
- 4/15/2012 Unethical Surveys and AFA Recalls
- 4/22/2012 CAL Welcomes UA Crossovers with Pay Raise
- 5/06/2012 UA Crossovers Celebrate as UA MEC "Stumbles"
- 5/20/12 UA Opens Six New Domiciles!
- 6/3/2012 AFA DENIES F/A'S DATE OF HIRE
- 6/17/2012 CAL GETS NEW TA!
- 7/1/2012 Sub Bases Open Oct. 1st

*BASE 86hrs. 51 \$3,452.29 \$3,797.95 \$4,562.23
 TUS 3hrs.26 136.34 149.99 61.99
 FTCT 1hr.01 40.55 44.60
 DHCR 7hrs.33 300.11 330.16 396.60
 PD 198hrs.03 297.10 342.66 386.24
 NITE 0hrs.53 0.22 0.22 0.44
 QTR INCENTIVE 375.00

TOTAL \$4,226.61 \$4,665.58 \$5,782.50

PROFIT SHARING

(deposited in 401k \$2,406.76 \$2,406.76 \$3,051.14
 for UA fa's)

GRAND TOTAL \$6,633.37 \$7,072.34 \$8,833.64

The New UA Contract Lags CAL contract by more than \$1,800

* Incentive Pay - The above UA flight attendant was capped at 100 hours a month so the Incentive Pay was capped at 75 hours (CAL's will be difference of 225 and max of 350 hours of flying per quarter) for the purpose of this calculation. * *Based on Domestic Rate of Pay for UA and CAL

IN ADDITION

- NO PAY PARITY (\$9 PER HR DIFFERENCE FOR DOMESTIC)
- NO RETRO
- NO METAL PROTECTION
- GAVE UP WORK RULE PROTECTIONS (35 IN 7, 8.5 IN 24)
- CROSSOVER SUBJECT TO DISCRETION OF COMPANY
- EARLY OUT SUBJECT TO DISCRETION OF COMPANY
- VACATION BUY OUT AT DISCRETION OF COMPANY
- NO PAY INCREASE FOR PURSERS
- NO PAY INCREASE FOR LANGUAGE QUALIFIED FA'S
- NO PARITY IN PER DIEM WITH CAL
- NO INCENTIVE PAY - ALL SAME HOURLY PAY
- NO "WHITE FLAG DAYS" FOR COMPANY DESIGNATED DAYS
- NO IMPROVEMENTS IN RETIREMENT
- NO PARITY IN SICK LEAVE ACCRUAL
- NO RAPID RE-ACCRUAL OF DEPLETED SICK BANK
- NO CATASTROPHIC SICK BANK
- NO PARITY IN VACATION PAY (CAL @ 3.15 HRS)

CAN WE FIRE THE UA MEC???

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UA VAC "PAY" for RSV "DELUSIONAL"

Vacation pay will now be 2:45 hr for each day for UA fa's instead of 3.57 hrs for reserves (RSV) per the old amendable contract (Sec. 18.K.3 on pg.144).



Examples Based on 12 and 15 vacation days of two different UA FA's with March vacation

Example 1:

Under the old UA Contract - 11 RSV days within the 12 day vacation period was credited $11 \times 3:57 = 43:27$ hrs. The new vacation pay will be $2:45 \times 12 \text{ days} = 33$ hrs. That is a LOSS of 10 hrs 27 mins of PAY.

Example 2:

Under the old UA Contract - 12 RSV days within the 15 vacation day period was credited $12 \times 3:57 = 47:24$ hrs. The new vacation pay will be

The more RSV days in a vacation, the more pay a RSV will now lose
with this new REGRESSIVE RSV pay. LOOK CAREFULLY!
RSV FA'S ON VACATION WILL BE FORCED TO FLY MORE!

*CAL's Vacation Pay is 3:15 per day for RSV & Lineholders

Congratulations! Machinists Union Wins Election for 17,000 at United Airlines!!!

On March 7th, 2012, the
International Association of
Machinists and Aerospace Workers
(IAM) won exclusive representation
rights for nearly 17,000 Passenger
Service and Reservation
Employees at the new United
Airlines.



The IAM received 8,305 votes
during the seven-week election,
while 5,865 votes were cast for NO
representation!

The election increases IAM membership in all classifications at the new
United to 31,500 and marks the third consecutive airline organizing
victory for the IAM Transportation Department. In addition to this week's
victory, previous wins among United Ramp & Stores (14,785) and
ExpressJet Flight Attendants (2,200) brings the number of IAM
members organized during the past eight months to nearly 34,000. **IAM**
is the largest union on United's property.

**The International Association of Machinists and Aerospace
Workers (IAM) is the largest airline union in the world.**

www.voteiam.com

**JOIN THE FLIGHT ATTENDANT COALITION FOR CHANGE
AND MAKE YOUR VOICE HEARD IN 2012!**



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AdChoices 

Flight Attendant Coalition for Change

Anonymity is not a lack of courage, but rather the absence of ego - it is only the collective good of a combined work force working until a combined contract with an integrated seniority list NOW - not six years down the line - that is the aim of the FACC. No one person dictates the terms or direction of the group. That is the very definition of "member-driven" and the purest form of democracy. JOIN US TODAY!

2/12/2012 What Would You Do With a 30% Pay Raise?

February 12, 2012

FLIGHT ATTENDANT COALITION FOR CHANGE

Visit our blog: <http://flightattendantcoalition.blogspot.com/>

Afa's MEC Officers' 30% Salary Increase June 1, 2012?!

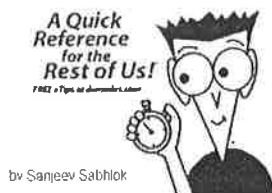
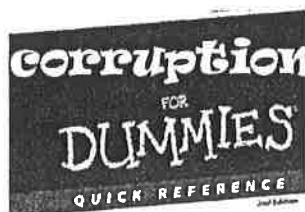
"Our Pay is Going Up -- Continental Rates Set Minimum" - Sara Nelson (Speaking for the MEC Officers)?

Afa Constitution & Bylaw - Section IV.I - *"International MEC Officers compensation will be based on the "HIGHEST" flight attendants hourly pay"*.

*The "Highest" Afa hourly pay is CAL's IAM negotiated rate of pay (\$53.53 an hour)!

CALCULATE:

1. Total compensation for the INTERNATIONAL PRESIDENT WILL BE 2.25 times 68 hours annualized at the "HIGHEST" AFA-CWA Flight Attendant's hourly pay (to include negotiated overrides, i.e., purser/lead, international rates, COLA, et al). Plus an additional 11% (eleven percent) override of this figure. Total compensation for the International President in 2010 was \$110,824.26.



by Sanjeev Sabhlok

FACC



[^On-Line Survey Here^](#)

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rates. Included in that pay was the \$17,832 for non-itemized reimbursed expenses (18.76%) she had in 2010-2011.

Veda Shook's new pay increase under CAL's higher pay rate will be (\$53.53 Base+\$7.50 "Purser" Pay +\$5.00 "Quarterly" Incentive x 2.25 x 68 x 11% override on total) = approximately \$126,707.70. Adding the approximate 18.76% in non-itemized reimbursed expenses of \$23,707.36 for 2012 - 2013, makes Veda Shook's total compensation at least \$150,478.08. The amount does not include COLA, et al. (whatever that might be). It also does not explain whether Afa MEC International Officers can pick from several airlines to take the highest pay from each - an "A la Carte Pay" menu from the airlines it represents, which could further increase the amount.

Will Veda Shook Earn Over \$150,000?

2. Total compensation for the International Vice President and the International Secretary-Treasurer will be 80% of the International President's compensation. Each received \$88,659.41 in total compensation for 2010 (without CAL's pay rate). For 2012- 2013, based on the "Higher" CAL pay rate, 80% of the International President's compensation will be \$101,368.136. The additional non-itemized reimbursed expenses has not been added to this pay yet.

In Addition

*Insurance, vacation, and other fringe benefits including pension to the International Officers will be provided by the AFA. Also currently receiving \$48.00/day per diem (+) additional 20% for tipping (while at home); .55 cents/mile for driving expenses, etc.

<http://afanet.org/cb/default.asp?id=73>

WE SUGGEST AMENDING THE AFA CONSTITUTIONS & BYLAWS AS FOLLOWS:

THE MEC INTERNATIONAL OFFICERS PAY RATES AND RAISES SHOULD BE BASED ON THEIR PERFORMANCES AND NOT ON "PIGGY BACKING" OFF THE PAY SCALE NEGOTIATED BY OTHER UNIONS FOR AT LEAST 48 MONTHS FOLLOWING BECOMING THE NEW COLLECTIVE BARGAINING AGENT OF SAID UNION.

MEC INTERNATIONAL OFFICERS PAY RAISES SHOULD NEVER EXCEED MORE THAN 10% IN ANY ONE YEAR!

MEC INTERNATIONAL OFFICERS SHALL PAY A PENALTY TO THE MEMBERSHIP UNLESS A TA IS NEGOTIATED WITHIN 12 MONTHS OF ANY YEAR THE CONTRACT IS AMENDABLE.

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Afa OWES CWA \$14 Million Dollars!

The Afa Budget "Squabble"

According to CWA, Afa owes them \$14 million dollars, \$10 Million for the 3rd failed Delta campaign and \$4 Million for the IAM/Afa representation election. Afa is now under investigation by the NMB for election improprieties.

CWA would not only like their money back but wants 6% interest on the \$14 Million owed them. That would be \$840,000 a year (At \$43 a member, they would need dues from 19,535 flight attendants)! That's almost half of Afa's entire membership!

In 2003, Afa promised that the CWA merger would:

F/A's?

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- 12/07/2011 Got Job Security? With AFA You Don't!
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members while building upon the proud history of the accomplishments of
both unions"

CWA Afa leadership is proving that they are not capable of enhancing job security or bargaining power for their members. They have succeeded, however, in becoming an embarrassment to the membership!

Afa Votes Against Democracy

The February 6th - 8th BOD Meeting
Fiasco

Board of Directors Agenda Items #16-19 proposed Direct Membership Election of International Officers (Article VIII.A.) The proposals were made by the CAL LEC #62, 63, 64 "to achieve a more inclusive and democratic union to serve the interests of all the membership of the CWA-Afa".



The proposals would have introduced direct membership election of Master Executive Council leaders by direct vote of the membership. The proposals would allow the flight attendants to be directly involved and engaged in the selection of their leaders.

The Proposals by CAL MEC #62, 63, 64 were Rejected by Afa
MEC!

We Are Not Allowed to Vote for our Afa MEC Officers!
Remember UA Voted "NO" for the CWA Merger?!

The CWA-Afa Merger in 2003 was orchestrated by the "Appointed" Afa MEC Officers. It was Voted Down by UA Flight Attendants. The Merger Agreement between CWA and Afa stated "the goals of both unions is to enhance the job security, bargaining power and economic prosperity of members while building upon the proud history of the accomplishments of both unions".

How Did that Work Out for US?

There was also a tiny "Opt-Out" Clause. "Afa or CWA may terminate the Merger Agreement upon 6 months written notice given to the other within 4 years from date of Merger". On October 3, 2006, Larry Cohen, the President of CWA, sent Pat Friend (our then MEC International President) a reminder that the intent to "Opt-Out" clause will run out on December 31, 2007. Pat Friend made sure it lapsed quietly without the memberships knowledge! Pat was rewarded with a salary increase, a new leased car, a very nice condo in Washington D.C. and a pension. She was also paid an additional \$90,203 for half a year's work in the 2010-2011 fiscal year!

http://afanet.org/cb/ae/files/Merger_AgreemenL.PDF

Apparently, It "Pays" for Afa MEC Officers to Keep Us In the
Dark and Deny the Membership Any Significant Voting
Rights!

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Afa's Voting Instructions!

Remember

"You may vote as many times as you like, using either the telephone or Internet - only your last vote will be counted in the tally."

**Afa Raises Dues
from \$43 to \$48 a
Month!**

**It was \$38 in 2004 after
the CWA Merger! That
is over a 25% Dues
Increase While Flight
Attendants Lost
Wages, Pension, &
Benefits!**

And

Afa MEC Officers Gets a Huge Pay Increase!

**Do You Really Trust Afa's Promise to Get us a Combined
Contract??? They "Broke" Every Promise Since 1996! In Fact,
UA Flight Attendants Overwhelmingly VOTED DOWN the CWA
Merger in 2003!!!**



REMEMBER - The TA you are now voting on contains nothing that Afa promised you in terms of money, job security, or really anything else of substance. But Afa really wants to pass this TA, so you have to believe this is the best we could do, and please be rest assured, as Afa says:

- The money will come
- It's not all about money
- Together we can do better
- Whatever it takes
- We're member driven
- Wear your yellow ribbon
- Send Jeff a post card
- We have leverage
- This is just a "stepping stone"

**Afa also has a bridge for "Sale" to raise money because
raising our dues will not pay for all of their high wages and
expenses!**

The Bridge is in Brooklyn!

**JOIN THE FLIGHT ATTENDANT COALITION FOR CHANGE
AND MAKE YOUR VOICE HEARD IN 2012!**



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2/5/2012 AFA Data for UA Tentative

February 05, 2012

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"Deconstructing" Afa \$\$ DATA

The Wage Graph Afa
Forgot in the TA (pages.
83-93)

Afa - "Major
Improvements in
Contract provide the
largest improvement in wages and other compensation for UAL
Flight Attendants in decades"

TRUTH

- In 1995, the highest pay rate was \$44.53 International and \$41.02 Domestic.
- 17 YEARS LATER our 2012 "Date of Signing" rate will be \$47.45 International and \$43.73 Domestic.

An International pay increase of \$2.92 an hour from 17 years ago hardly qualifies as the "largest improvement" in decades? Given their propensity to "deceive" or "skew data", our current union leaders should NEVER be allowed to negotiate for us again!
Afa - "TA results in approximate 20% average annual improvement in FA overall compensation over current".

TRUTH

Let's just take our current rate of \$43.14 International.

- Simple 20% annual rate increase would be \$8.63. Add that to \$43.14 and it is \$51.77. That is not in our tentative. So the trick is in the word "overall". It includes the signing bonus.
- Take \$5,000 Signing Bonus and divide by 6 years (2010-2016). It is \$833.33 a year or \$104.17 a month, or \$1.07 an hour (65 hrs.) for the next 4 years in lieu of retro.

Still doesn't add up to 20%. Not even close so what's in there - the hypocallemic

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Afa - "TA Pay Scale is up to 26% Higher than Pay Scale in 2005"

TRUTH

- The International top pay rate in 2005 was \$40.25. Remember it was \$44.53 in 1995!
- Current TA Pay Scale is \$47.45 for 2012. If true, 26% of \$40.25 should be \$50.72.
- The entire pay scale is skewed by adding in the "signing bonus", which is not CURRENT OR FUTURE EARNED INCOME.

If the signing bonus is in lieu of retro as Afa states, it should never be added back into future earnings as a percentage of the pay scale. It is unethical and disingenuous. Only a morally bankrupt leadership would embark on this type of data "skewing".

*Additional skewing includes current contract pay rate based on 65 hours and new wage increases based on 71 hours!

**The bars and graphs (pages 83-93) are based on 85 and 100 hours, NOT 65 or 71 Hours! Could Afa be more misleading?

Inflation, Inflation, Inflation

Do we have the same buying power as we had in 2002?

Go to



www.bls.gov/data/inflation_calculator.htm and see what the new pay raise will buy you today!

If you earned \$3,011 based on 03/01/2002 pay rates, you needed 3,764.82 in 2011 (based on 2.5% annual inflation rate). Our TA, (based on the new 71 hour minimum instead of the 65 hours in our old contract) gives us \$3,369 (\$47.45). However, what is needed today to maintain our buying power is \$3,764.82 (\$57.92)!

****Our New Pay Rates did not protect us from inflation and we still do not have the same buying power that we had in 2002!**

The Devil In The Details

The Crossover Detail

It is important to understand that the terms of employment and number of flight attendants allowed to crossover under the provisions of the TA is left to the "Companies' sole judgement".



- Section B.5 contains important furlough language in the event "a UA Flight Attendant is furloughed involuntarily from CO". In that event, "she/he will have the right to terminate employment at (CO) and return to UA...only if there are no UA Flight Attendants on furlough and there are UA vacancies".
- However, if there are no UA vacancies, the returning Flight Attendant will be placed on Section 23.B Special Leave of Absence.
- Section 23.B Special Leaves of Absence. Should the

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seniority for 180 days and thereafter retain only.

*Seniority issues should be weighed very carefully by the UA
"crossover" fa's.

OOPS!!! Forgot About CAL Seniority?

The Original Crossover Letter of Agreement C.1 in the TA- "s-UA Flight Attendants who were awarded cross overs and did not revoke will be assigned s-CO bid seniority numbers in the same relative seniority as they appear on the s-UA system seniority list. These cross-over Flight Attendants will maintain their s-CO bid seniority numbers even if other new hire s-CO Flight Attendants commence and complete training before them".



It was UA MEC leadership's blatant attempt to violate the seniority of CAL new hires in the UA TA Crossover Letter of Agreement. We highly recommend Afa read the book:

"How to Win Friends and Influence People".

Few days later, a corrected version appeared in TA Section C. 1 - "the s-UA Flight attendants on the crossover list will be put on s-CO payroll in the same relative seniority as they appear on the s-UA system seniority list".

*The Company offered the crossover in June 2011 for 1800 UA Flight Attendants. Since Afa's refusal to let the UA membership accept or vote on the crossover, at least 400 new hires have been hired by CAL. Causing UA crossovers the loss in seniority over CAL new hires is one thing, but isn't it bad behavior for the UNION leadership to then try and "steal" seniority from CAL new hires in our TA?

The MEC Meets Feb. 6-8th

On February 6-8, The Afa MEC Board of Directors (BOD) Meeting will be held in Los Angeles to VOTE on the following proposals:

Agenda Item #36 - Total compensation for the Executive Assistant to the International President will be no greater than sixty percent (60%) of the International President's compensation (calculated at 2.25 times 68 hours annualized at the highest AFA-CWA Flight Attendants' hourly pay:

- include negotiated overrides
 - i.e., purser/lead, international rates
 - COLA, et al) before application of the 11% override)
 - plus an additional eleven percent (11%) override of this sixty percent (60%) figure
- portion of this total amount for salary retirement benefits



to the International Officers and the "appointed" Executive Assistant to the International President will be provided by the AFA. Also currently paying \$48.00/day (+) additional 20% for tipping (while at home); .55 cents/mile for driving expenses; Allowable expenses up to seven dollars and fifty cents (\$7.50) per hour for child care with receipt and approval of Local Council or Master Executive Council President
<http://afanet.org/cb/default.asp?id=73>

Perhaps in Order to Pay for Expenses

Agenda Item #42: The Afa Proposes Monthly dues Increase from \$43 a month to \$50 a month in the 2012-2013 Budget

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1/29/2012 Show Me The Money!

January 29, 2012

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All That GLITTERS is Not GOLD



The opportunity to move forward was offered in April 2010 by UA and again in May 2011, when the cross over staffing proposal for 1800 fa's was presented along with the CAL like contract. UA fa's were not allowed to vote on it! In June 2011, another opportunity to commence single contract negotiations was passed up by Afa!

Instead, Roadshows Will Sell FA's the Afa Negotiated Industry "Trailing" Tentative!

The January 25th Afa E-Lines boasted: *"Attendance was overwhelming and Flight Attendant participation resulted in hotel being required to bring in row after row of additional chairs to accommodate the large crowd, until finally there was no more room for chairs and it was standing room only"*, referring to the Afa Roadshow in Chicago on Tuesday, January 24, 2012.

While Afa proudly boasts the SIZE of the audience at the Afa "Stacked" Pep Rallies, UA Fa's Are ENRAGED BY AFA's FAILED PROMISES!

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The January 16, 2012 letter from AfaUA MEC President Davidowich states -

"A Signing bonus is not a new concept, and while it may be unpopular, it is the standard in many negotiations, unless of course a work group is willing to settle for small incremental pay raise so as to claim the false victory of achieving a retro. For example, it's easy to achieve retro with a 2.5 wage increase, however that course of action is self-defeating, and we demanded that his Agreement include significant compensation improvements up front and immediately".



"Insignificant" Compensation Improvements

The highest international book rate (March 1, 2004) was \$49.85. The highest international book rate WITH THE RAISE in 2012 is \$47.45!!! The domestic hourly rate was \$45.92 in 2004. It will be \$43.73 WITH THE RAISE in 2012 at the top of the pay scale!

If the Tentative is ratified, it is a 6 year contract (2010-2016 with 4 years remaining) with less income than before the bankruptcy on the "Date of Signing". 14 years ago, Afa shoved the 1996-2010 tentative "down our throats" and informed us that it was the "best they could do"!!

Once again, with the same Afa "cronies" in place (appointed, not elected, with NO term limits)

NO RETRO, SHAMELESS SELF-CONGRATULATIONS, AND FEAR MONGERING!!!

Afa Blames UA FA's!

The self-congratulatory false bravado aside, what should not be overlooked is the reference that **EVERYTHING** in this tentative agreement is *"per (flight attendant) mandate"*.

The mandate from flight attendants came in the form of a skewed AFA survey question asked in 2011 on the Afa website where only 2,000 flight attendants were polled. The **leading** question was:

"I am willing to give up my current work rules, benefits, and legality protections for Continental hourly rates of pay"

As many astute UA FA's have since observed, **ONE** misleading question was written to produce only one answer, "NO"! Afa manipulated their membership to pursue their "corporate" agenda and created an entire platform on which to negotiate a contract for 15,000 flight attendants based on a blatantly skewed poll!

Are you **tired** of being pandered to and fear mongered with skewed surveys, twisted facts and graphs, epic failures spun to make you believe they're epic achievements?? **"Take it now or its back to Sec. 6 again for years!"**

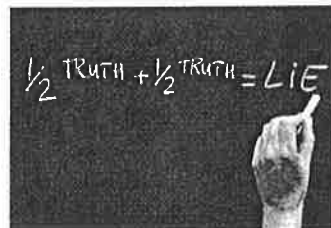
Can the Afa ever just present the facts and let a TA stand or fail on its own validity? Can they just give us the "black and white" and let us make our own decision?

Apparently the answers are also "NO"!

Afa Hires Consultant to Help Sell Tentative? WILL We Believe *Dan Atkins*?

F/A's?

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"This deal is not only good for UNITED flight attendants but also sets the standards for other labor groups in the airline industry"

- Dan Atkins, Afa hired consultant and President of Atkins & Associates, who obviously knows little about flight attendants but is well paid by Afa.



Can someone please inform Dan Atkins that the Continental Flight Attendants earn \$52.53 an hour at top of pay scale with incentive pay of \$5.00 an hour after 75 hours. This brings CO's pay after 75 hours to \$57.53. There is also an override of \$1.00 per hour for International. The International pay after 75 hours is \$58.53. Atkins and Davidowitch must be taking the same pills. Davidowitch also states -

"it is also commonly recognized that our Flight Attendant benefits and work rules are superior to those of other similarly situated workers".

In fact, American, Delta, Southwest, and Continental all come to mind as *"similarly situated workers"*, none of whom are clamoring for the same restrictions, impediments, and wage rates that we have at United!

BEWARE THE FINE PRINT!

- **EARLY OUT**
- **RESERVE**
- **CROSSOVER**
- **SINGLE CONTRACT**
- **UNION DUES**

Early Out Agreement - (TA - pg. 61, paragraph 1)

"The Company in its sole discretion shall determine the number of Early Out Packages to award."



However, the Afa FANN Newsletter published in their Q & A on January 20, 2012:

Q: How many eligible Flight Attendants will be awarded the Early Out?

A: There will be a minimum award of 1,000 eligible Flight Attendants awarded the Early Out. Early Out packages shall be awarded to the senior eligible bidders, based on system seniority.

Nowhere in the TA is there a specific number given. The Company has the sole discretion so where does the 1,000 come from? And if it doesn't meet 1,000, what happens? Is it Null and Void?

Reserve Preferencing Letter of Agreement (TA -pg. 67) *Development and Implementation: "In the event that programming cannot be*

and VOID".

One year from "Date of Signing" to develop the software to implement reserve preferenceing but if for whatever reason they are not successful, we are out of luck until 2016! Again, the Company is in the driver's seat.

Crossover Side Letter of Agreement (TA - pg. 73)

"...the total number of cross over transfers pursuant to this Agreement shall not be greater than, in the Companies' sole judgment, they deem advisable to adjust the Flight Attendants staffing at the Companies."

Again, Afa failed to nail down a number. So how many will it be? 100? 1000? Or ZERO?? Afa left it strictly up to the Company.

Section 35 Duration, Single Contract Negotiations (TA - pg. 57) ***".....shall provide written notice of intended change no earlier than thirty days and no later than 60 days....." "Negotiations for a Single Collective Bargaining Agreement shall commence no later than one hundred twenty days from written notice."***

So, six months (60 days plus 120) from date of signing, they will START negotiations. Ask yourself, why is it a 4 year contract? (6 years from the amendable date). And once single contract negotiations start, will the Afa allow CAL f/a's to negotiate a new agreement for themselves in Sept 2012? Can UA negotiate another separate agreement for CAL flight attendants?

AND

"Who is Eligible to Vote on the Tentative Agreement?" (TA Q & A No. 4,5,6 pg 95, 96)

You must ".....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."

Been on voluntary furlough for awhile? Where will you get the money to pay all your back dues to the Afa so you can vote? Oh, that's right; we're getting a signing bonus!

Not **"Straight Up and to the Point"** is the fact that if you are a flight attendant on inactive status (and in good standing), you may have to **pay up hundreds or thousands of dollars in union dues to Afa** before being allowed to VOTE!

AND...the Proposed AFA-CWA Annual 2012-2013 Budget includes a Monthly Dues Increase from \$43 a Month to \$50 a Month for giving us the "first bite of the apple" over and over again!
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1/22/12 LIPSTICK ON A PIG?

January 22, 2012

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Afa Puts "Lipstick on a Pig"?

Davidowitch's *"special thank you to those who were able to avail themselves of the benefits afforded while on a Voluntary Furlough and the Partnership Program while saving a job of a flying partner."*

Afa neglects to consider the economic harm caused by their failed policies to those f/a's who remain. These self-supporting flight attendants will face fewer flying opportunities, A/B rotation reaching deeper into the seniority ranks, coming base closures, and

another furlough later in the year.

For afa, after ninety days, the supposed economically advantaged UA flight attendants on "voluntary" furlough no longer pay dues. The loss in UA dues is more than offset by the steady stream of new hires and their money filtering through the CAL Houston training center. Afa after all, has always been adept at "buttering both sides of the bread". Of course, that would be afa's bread, not the membership.



The Truth About "Involuntary"?

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495 flight attendants that were slated for "involuntary furlough" was the knowledge that if they "volunteered," they would at least retain their paid health insurance benefits. Hardly "*a great collective success*," as Davidowitch claimed.

Nothing is stated about the ongoing "reallocation" of CAL flying routes previously flown by UAL. The Letter of Agreement in the Tentative regarding future furlough protection does nothing to protect flying ratios that continues to tilt in Continental's favor because of their flexible, and efficient work force.

According to Davidowitch's January 20th FANN newsletter, "Our **Negotiating Committee pushed management well beyond what they were prepared to do and reached a Tentative Agreement without trading off our benefits and working conditions to achieve higher pay rates and other economic improvements**".
Wow! Bragging about an industry lagging contract suggests that afa is "delusional". Modifying 8 in 24 to 8.5 in 24 and 30 in 7 to 35 in 7 are changes in work rules. The ones they were **NEVER** going to give up. And Afa gave it up for 15% over 4 remaining years of this tentative. **Soon they will be selling igloos to the Eskimo's!**

Voting "No" or "Yes"

The tentative has options for flight attendants hoping to "crossover" for an immense pay raise, avoid involuntary furlough, or are planning for retirement with the "early out".

It should have been incumbent on union leaders to put the May 2010 offer from UA management to a vote of the membership and let them decide for themselves. They have finally put the **same** "crossover" offer in the January 2012 Tentative, but not before CAL hired over 400 new flight attendants, that under current language will be senior to any crossover flight attendant.



A "No" vote assumes the AFA negotiating staff, who took three years to bring this horrible tentative to us, has the talent and competency to bring us back something better. The last "No" vote on a tentative agreement was in 1996. Afa brought us back another tentative with 40% of flying on International routes done by international domiciles. That left the other 60% to be flown by U.S. domiciles. How did that work for you?

A "Yes" vote (as ugly as that sounds) might take us into a combined contract negotiations, if you believe Afa. Perhaps the experienced and successful CAL MEC can take on the burden of assisting our incompetent UA negotiators. CAL will become stakeholders in the future combined agreement. CAL MEC is now accepting proposals from the CAL flight attendants to exchange opening letters on March 2nd for their contract which is amendable in September 2012. But can UA MEC work with CAL MEC and make nice after making wild and false accusations about CAL not having any work rules?

The "Crossover" Road Ahead

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Company shall not furlough any flight attendant prior to the amendable date of this Agreement who was on the Continental System Seniority List as of the date of ratification of this Agreement."



The amendable date of the CAL contract is September 2012. What happens to the flight attendants who cross over after the amendable date of the Agreement if CAL needs to furlough? And if Continental does have to furlough, who will be furloughed first? The Crossover flight attendants or the new hires? And what happens if there are no positions on the United side available when and if Continental furloughs?

The Crossover Letter of Agreement, recently re-posted on the Afa website, does not specifically state how many crossovers will actually be offered. Are you willing to gamble?

It is "advisable" for any United flight attendant considering a crossover to be very clear on the language in the new Letter of Agreement for the Crossover that is posted.

CUSTOMER SERVICE REPS VOTE!

The time is NOW for the CS representation vote. PIN numbers for balloting have been mailed from the NMB in Washington DC and the voting deadline is Feb 21st at 11am.



This is not about the IAM vs another union, this is about union or no union at United Airlines for CS employees. If they lose, the company will implement their Employee Handbook Work Rules and Regulations and they will have no more collective bargaining rights and all that it entails. The Company has been campaigning HARD against a union vote and they need as much support as we can give them. Remind your friends and family members who are customer service to VOTE UNION! Visit their website for all the information:

<http://www.voteiam.com/>

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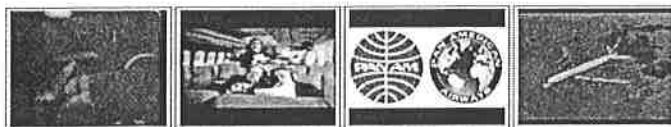
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January 15, 2012

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Afa "Rolls Over" - NO Retro and "B" Scale Wages for United Flight Attendants

The pathetic 10% raise effective upon date of signing means a raise of \$3.98 per hour (domestic) and \$4.31 per hour (international). Based on the amendable date of 1/7/2010 and assuming 1200 hours per year for 2010 and 2011, a full retroactive paycheck should be \$9,552 (domestic) or \$10,344 (international) just from our base pay.

Afa gave UA a 50% discount on our wages by agreeing to a "signing bonus" of \$5,000 instead of the promised RETRO pay.

This does not include the difference in per diem which does not achieve parity with CO until one year (2013) after date of signing at \$2.50 an hour. This per diem comes at a cost of losing your crew meal unless YOU pay for it! NO crew meals boarded on international flights.



Afa Betrays Flight Attendants!

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The highest international book rate PRIOR to wage cuts (March 1, 2004) were \$49.85. The highest international book rate WITH THE RAISE in 2012 is \$47.45!!!

Afa DID NOT merge the domestic and international pay scales.

So, the domestic hourly rate was \$45.92 in 2004 PRIOR to wage cuts. It will be \$43.73 WITH THE RAISE in 2012 at the top of the pay scale!

* Continental Flight Attendants earn \$52.53 an hour at top of pay scale with incentive pay of \$5.00 an hour after 75 hours. This brings CO's pay after 75 hours to \$57.53. There is also an override of \$1.00 per hour for International. The International pay after 75 hours is \$58.53.

The UA pay scale negotiated by the CWA Afa is the "floor" or "B" Scale Wages! No increase in Language and Purser Pay. It is an industry "trailing" Tentative Agreement.

"LESS" Than A Continental-Like Contract!! CWA Afa Leadership Fails - AGAIN!

CWA afa officers were heard around the system stating that their negotiated Tentative is "industry leading". A blatant lie!

- **Sec. 9.G.4.b.** - Daily Trade Allocation increased from 4% to 5% vs. **Unlimited at CO.**
- **Sec.12.M.3.** - Reserve ID of more than 5 Days must have 48 hours rest. If your rest falls into your reserve days, UA may move that reserve day elsewhere - **MOVEABLE RESERVE DAYS?**
- **Sec.22.M.** - (NEW) - If you are Internationally domiciled and do not have documents to reside/work in U.S. - **BEWARE** - in the event of an international base closure, your job may not be protected unless you have U.S. resident status to transfer to a U.S. domicile.

Letter of Agreement (LOA) on Attendance Points - We will not get "points" in emergency evacuation, aircraft accident, hijacking or sabotage. They actually had to put this in an LOA?

Does Afa Behave Like A "Cult?"

Afa has troubles achieving personal and organizational integrity. Cult-like behavior (creating hierarchy and rewarding loyalists), lack of honest open internal criticism, and bold faced lies do not have to be tolerated by the membership.

They are damaging the moral commitment and integrity that must be at the core of what makes a union different from "business as usual" of just collecting union dues.

CWA afa officers do not have the option of checking their moral compasses at the door when going to work. And we have the obligation to challenge unacceptable organizational behavior. If we



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Super Seniority For CAL or UA?

"What is Fair and Equitable?"

Seniority issues are usually a major conflict point in airline mergers as a result of trying to integrate two work forces each with its own seniority ladder and accompanying benefits.



Southwest announced an agreement to acquire AirTran in September 2010 and completed the deal on May 2, 2011. The 10,000-plus flight attendants of Dallas-based Southwest are represented by Transport Workers Union (TWU) and the Association of Flight Attendants (AFA) represents the more than 2,400 flight attendants at AirTran.

Southwest will now add 2.5 years to each TWU member's seniority, increasing pay and benefits for their flight attendants based on the "fair and equitable" language approved by leaders of TWU and AFA. Adding 2.5 years to Southwest flight attendant's seniority ensures that all but the most junior Southwest flight attendants are off reserve and free to enjoy the scheduling flexibility and unlimited flying the TWU contract provides them.

Union-represented workers in a merger or acquisition must agree on seniority and integration before they can be scheduled as a single work group. **OTHERWISE, THE MATTER MUST BE REFERRED TO BINDING ARBITRATION.**

In December, 2011, the U.S. Court of Appeals in Chicago strongly affirmed the McCaskill-Bond guarantee of "fair and equitable" seniority protection for Flight Attendants affected by airline mergers.

Abandoned is afa's purportedly "etched-in-stone" commitment to DOH

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closely at Section X, afa Constitution and Bylaws, Merger Policy and related Employee Protection Provisions, provides for DOH seniority protection ONLY when it involves the merger of two CWA represented carriers.

"Involuntary Furloughs" Await UA?

In the May 6, 2011, Issue 25, of Your AFA Newsletter, afa stated:

"AFA will protect ALL Flight Attendant jobs in this merger. We will unify all Flight Attendants and protect every member".



But you promised! :(

In December 2011, UA announced the need to furlough 2,100 UA flight attendants lasting for 12 months between March 02, 2012 through March 03, 2013.

As of January 1, 2012, that magic number seems elusive with only 1092 bids for the voluntary furloughs in the system. The prospect of nearly 1,000 flight attendants facing "involuntary" furloughs or forced "voluntary" furloughs is grim.

Afa continues to encourage flight attendants to take "time off" for a well deserved rest... in an alternate universe maybe.

AFA, lacking a "NO furlough" and other strong job protection clauses in the CWA contract, reassured membership: *"The Whole Truth: With AFA - No One Is Getting 'Squeezed Out'. The latest IAM scare tactic is that United Flight Attendants will get 'squeezed out' in this merger".*

Broken promises by Afa!

With the representation election over and UA receiving a single operating certificate (SOC) in November, the Company was quick to move aircraft and flying away from UA to CAL. The Houston Training Center will have already graduated hundreds of new hires by year end 2011. The new 787 Dreamliners can ONLY be flown by CAL because of the IAM negotiated scope clause.

Flight attendants in the 20 to 30 year seniority range at UA in many of the domiciles can expect to find themselves enjoying the benefits of another CWA negotiated "industry leading" protection - A/B reserve rotation!

Like the proverbial rearranging of deck chairs on the Titanic, UA MEC, with the tacit approval of the international officers, sit by and watch the UA flight attendants sink beneath the waves. Meanwhile, the UA management team grows the more productive and profitable work force on the CAL side.

Congratulations to ExpressJets & Atlantic Southeast!

IAM -1065 Defeats afa - 666

On December 21, 2011, IAM soundly defeated afa. The official results between the CWA-Afa and IAM representation election at ExpressJet & Atlantic Southeast Airlines was based on a total flight attendant population of 2160:



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The Express Jet web site states that "the IAM has already begun preparations to negotiate a single agreement covering both Flight Attendant groups (and) a bargaining priority survey is already underway".

A far cry from UA MEC insisting on wasting valuable time on an "expedited" contract instead of a **COMBINED CONTRACT NOW** for all flight attendants! And, for their failed leadership,

AFA Plans to Increase Dues in 2012!!

Expedited Negotiation Ends on Jan. 6th!

Demand a Combined Contract Now!

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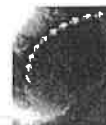
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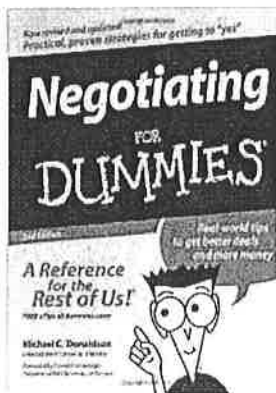
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UA Announces 2100 Furloughs

On December 5, Sam Risoli issued a letter informing United flight attendants of the need to furlough 2,100 United flight attendants for 12 months effective March 2, 2012.

Since the issuance of the single operating certificate on November 30, **WE ARE A COMBINED AIRLINE**, and manpower projections will be constantly evaluated and revised to maximize utilization, efficiency and profitability across both operations going forward.



CWA-afa Backtracks & Doublespeak

On December 5th, CWA-afa declared "*we continue to explore additional opportunities such as an early out option in combination with a voluntary cross-over program in our Expedited Negotiations. If those negotiations result in a Tentative Agreement, subject to Membership ratification, it could provide opportunities to resolve management's staffing overage.*"

Now that the issue of representation has been temporarily decided, the CWA -afa feels magnanimous enough to allow "talk" of a voluntary cross-over program. Of course, now a UA flight attendant who crosses over will be behind six or more classes of Continental new hires, but that is of no concern to the CWA-afa since their business interests has trumped flight attendants' well-being every time.

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Company's cross utilization proposal by stating "*Because their proposal has no meaningful benefit to the 15,000 United Airlines Flight Attendants*" and therefore, "*Be it finally resolved, The United MEC directs the MEC President to advise United management of our unequivocal rejection of the company's proposal.*"

A sudden "Change of Heart" after a thoughtless and vitriolic response to the original Company offer? Extortion anyone?

Meanwhile "Back at the Ranch" in Houston

CAL welcomed 48 new flight attendants on Friday, December 2nd! IAH Inflight Base Director Diane Carr gave the keynote speech and the latest class of flight attendants will be based in IAH.

The graduation at the Training Center in Houston was the fourth of the year and two more are planned, on December 9th and December 16th!! It is anticipated that there will be an additional 1,000 flight attendants in EWR by mid 2012!!

The Half-Truth Behind "Expedited"

CAL fa's, are you sitting down for this? CWA-afa might have reached agreement with the Company for one of 12 expedited items - "jetway trades".



What is becoming more evident is that the three "appointed" MEC

UA negotiators at CWA-afa lack serious credentials next to their CAL counterparts. If their "lite" biographies are an indicator, there are serious omissions of negotiations experience as well as lack of significant union related accomplishments.

It may explain the CWA-afa's decision to take "shortcuts" through expedited negotiations. A combined contract would be extraordinarily complicated requiring knowledge of two contracts instead of one. **They will need "Negotiating for Dummies, 2nd Edition"!**

CWA-afa has already stated that IF our expedited tentative does NOT PASS once presented to the membership on or nearing the deadline of January 6th, we can expect to enter "negotiations purgatory for at least another 2 years"? The CWA-afa leadership is determined to SCARE us into voting FOR a substantially inferior contract to the Continental-like contract that they openly ridiculed during the representation election!

Does Experience & Integrity Matter?

AFA CAL Comes OUT "TO PLAY" With AFA UAL!

Marcus Valentino, the new CAL MEC President, was first elected President of the Cleveland domicile in 2006 and for a second term as President and Grievance Chairperson in 2009. Marcus is currently working on his Masters of Science in Organizational Leadership and was also a member of the IAM Negotiations Committee. They negotiated the last two industry leading legacy contracts with Continental Airlines, and United Continental Holdings.



Joining Marcus at CAL are LEC EWR President Joey Guider, and LEC IAH President Manny Mireles. The new CAL MEC and LEC officers have already pushed back against CWA-afa's attempt to force CAL to appoint key committee positions with less than 5 business days notice after all the elections. Now, CAL will have until January 1st,

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flight attendants, may be new players in town but already are a force to reckon with at CWA-afa!!
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RETRO?

CWA-afa Backpedals

According to CWA-afa, Retroactive "Retro" Pay, is on the negotiating table. However, there is **NO** contract language for Retro Pay in the Agreement. The contracts that have been negotiated for United flight attendants in the last twenty-five years (including the 1996 – 2006 agreement) didn't even bother with retro pay – rather we were told lump sum payments distributed annually over the first five years of the ten year agreement would take the place of retro pay and the hourly wage rate increases.



CWA-afa stated that retro pay will be included in "future pay raises". Both LECP's in LAX and JFK (in the minutes and notes from both local council meetings held in October and November, respectively), has confirmed CWA-afa's retro pay information. Transport Workers Union (TWU), the union representing Southwest Airlines, understands the importance of retroactive pay so well, it is in Southwest's Contract.

Southwest TWU SEC.21

"All Flight Attendants employed by the Company as of the Date of Ratification of this Agreement shall receive 100% retro pay at the foregoing pay rates for all credited TFP from June 1, 2002, through the Date of Ratification based on all applicable years of Service and rates of pay."

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pay. Mixing the two up is "fuzzy" math.

The IAD LECF, in Council 21's newsletter, dated November 16th, responded to the "retro pay in future raises" controversy. There was vague reassurance that the Union knows about the importance of retroactive pay. With no clarification, there was suggestion that the information at the JFK LEC meeting was misunderstood by the membership. He went on to state that "if something really sounds like crap, it probably is". We agree. CWA-afa's backpedaling and attempt to redefine retroactive pay sounds like crap.

The CWA-afa longevity schedule.....DID YOU KNOW that it is a CWA-afa Proposed 20 year pay scale?

Final Thoughts

20 years to Reach Top Pay Scale?

One of the 12 Expedited Mediation Items on the table is the Hourly Rates of Pay (Section 5.A.1 Increase pay effective January 07, 2010, with single pay scale and additional longevity step increases). UA and CAL flight attendants should take particular heed to the language "additional longevity step increases".

It is 20 years!!!! If your heart skipped a beat, it should.



Some of us could be dead before we reach the top of the pay scale. A union "worth their dues" would NEVER lengthen longevity steps, rather, would try to shorten them. You get your raises quicker, which means more money sooner. TWU and IAM, unions successful at negotiating contracts with industry leading wages and benefits, do not have 20 year pay scales. Say "NO" to a 20 year pay scale!

Election Wins at CLE, EWR, and IAH!

A huge victory for the United EX-CONS and the Continental flight attendants! The IAH LEC victory on November 17th followed EWR's EX CON wins on November 15th. The wins were a mighty one-two punch against CWA-afa's effort to select their own slate of candidates to pursue agendas regressive to the current IAM contract enjoyed by the CO flight attendants. These contractual provisions include **NO CAPS, WORK FLEXIBILITY, PAY AND BENEFITS!** <http://unitedexcon.com>



We are not just 15,000 United flight attendants or 9,500 Continental flight attendants anymore; we are 24,500 strong members! Demand

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- 5/06/2012 UA Crossovers Celebrate as UA MEC "Stumbles"
- 5/20/12 UA Opens Six New Domiciles!
- 6/3/2012 AFA DENIES F/A'S DATE OF HIRE
- 6/17/2012 CAL GETS NEW TA!
- 7/1/2012 Sub Bases Open Oct. 1st

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Anonymity is not a lack of courage, but rather the absence of ego - it is only the collective good of a combined work force working until a combined contract with an integrated seniority list NOW - not six years down the line - that is the aim of the FACC. No one person dictates the terms or direction of the group. That is the very definition of "member-driven" and the purest form of democracy. JOIN US TODAY!

11/13/2011 Future Furloughs for UA F/A's?

November 13th, 2011

FLIGHT ATTENDANTS FOR A COMBINED CONTRACT

Visit our blog: <http://flightattendantcoalition.blogspot.com/>

Will the CWA-AFA Sacrifice UA Flight Attendant Jobs?

We are thousands of Continental AND United flight attendants who are eager for the New United to become ONE airline. With a combined workforce in place we will be able to move forward affording us ALL the ability to obtain the quality of work life and a living wage that we deserve.



We are tired of empty promises and hollow campaign slogans, colored ribbons and stickers that patronize us and make us a laughing stock in the eyes of the company that writes our paychecks. We are Unionists.

We are a flight attendant coalition advocating one combined contract for all flight attendants working for the New United. A United Airlines whose stated goal is to change the culture at this company. And what better way to achieve that than to help United Airlines create a better relationship with our membership?

The CWA/afa's "Expedited" Negotiations for UA Flight Attendants:

Almost a year ago CWA/afa International President Veda Shook promised members a refreshed union with noticeable changes. What do we see now? Furloughs are coming for Subsidiary United. Line projections so low (65-72 hours) that no one can make a living wage. The prospect of a tentative agreement that probably won't even bring us up to parity with the Continental flight attendants who have had a contract since last January. The CAL Contract included retro pay, pay raises, snapbacks and a "no furlough" clause to protect them during the merger transition. The "expedited" agreement for UA will be a regression in comparison to the Continental agreement in every

FACC



[^On-Line Survey Here^](#)

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DEADLINE LOOMS FOR EARLY OUTS.

"When people learn no tools of judgment and merely...

UNITED TO OPEN NEW F/A BASES!

NEWS UPDATE: CHICAGO MEC MEETING

UA ALPA Pilots Request Release To Cooling Off Per...

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The CWA/afa tentative agreement for UA flight attendants will also more than likely be the typical afa style contract complete with side letters and back room handshakes. It will also most likely be accompanied by an "interpretation manual" which the company can use at will. This will only prove once again that the CWA/afa is not about protecting the flight attendant career or the livelihoods of its members but only about safeguarding its own dues coffers. And a new tentative agreement for UA flight attendants is supposed to become the platform for a combined contract negotiations?? Really?? Continental flight attendants, how do you feel about that??

And how many more years will these negotiations take?? If CWA/afa history is any indication, way too many!! Two in 25 years at United Airlines! Where is the new "member focused" union we kept hearing about!?! CWA/afa slales "Together, we can do better", yet they continue to keep perpetuating the toxic atmosphere of "us vs. them" that they helped to create. United Airlines is evolving. That evolution needs to take place in an atmosphere of good faith bargaining. We need to look at new ways to deal with issues that affect flight attendants. It's time for a change!

We are not just 15,000 United flight attendants or 9,500 Continental flight attendants anymore; we are 24,500 strong members who want a.....

COMBINED CONTRACT NOW!

**JOIN THE FLIGHT ATTENDANT COALITION FOR CHANGE AND
MAKE YOUR VOICE HEARD!**

CONTINENTAL FLIGHT ATTENDANTS:

TIME IS RUNNING OUT FOR YOU TO VOTE IN YOUR LOCAL CWA/afa ELECTIONS!
VOTING FOR EWR ENDS NOV. 15TH AND FOR IAH ON NOV. 17TH.

VOTE FOR CHANGE
<http://unitedexcon.com>

<http://flightattendantcoalition.blogspot.com/>

Please Share with your Flying
Partners and JOIN US! EMAIL
TO:
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F/A's!

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- 12/07/2011 Got Job Security? With AFA You Don't!
- 1/2/12 Will You Get Super Seniority?
- 1/15/2012 UA to Afa "Take it or Leave it"
- 1/22/12 LIPSTICK ON A PIG?
- 1/29/2012 Show Me The Money!
- 2/5/2012 AFA Data for UA Tentative
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EXHIBIT 4

FACC JOINT CONTRACT SURVEY



1. I am currently:

- ☒ A s-UA Flight Attendant
☐ A s-CO Flight Attendant
☐ A CMI Flight Attendant
☐ Other Airline Employee
☐ N/A

2. Please rate the extent to which you agree or disagree with each of the following statements:

[illegible]

3. Please rate the extent to which you agree or disagree with each of the following statements:

	Strongly Disagree	Disagree	Unsure	Agree	Strongly Agree	N/A
I am satisfied with the current rest provisions in my contract	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Current rest provisions in my contract need to be improved	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Current rest provisions in my contract limit my schedule flexibility and earnings potential	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

4. Should AFA representatives at s-UA be allowed to continue their higher priority in picking up trips from Open Flying?

- ☒ Yes
☐ No
☐ N/A

5. How would you rate these reserve system preferences?

	Best	Good	Fair	Poor
Straight Reserve (current s-CAL)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
Five years straight then A/B Rotation (current s-UA)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Pure A/B Rotation	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
Once a Year system	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
"A" days in each line	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Provide additional comments below:

6. Would you like to see better protection in a Scope Clause whereby the Company will not engage in any operations unless all flying is performed exclusively by the non-supervisory Flight Attendants whose names appear on the United Airlines system seniority list (including current s-UA, s-CAL, and CMI)?

- ☐ Yes
☐ No
☐ N/A

Next Page

* Required



Overall Satisfaction with AFA

7. Please rate the extent to which you agree or disagree with each of the following statements regarding the AFA:

[illegible]

8. Please rate the extent to which you agree or disagree with each of the following statements regarding the AFA Culture:

[illegible]

9. Please rate the extent to which you agree or disagree with each of the following statements:

[illegible]

I would like to see
the AFA Constitution
& Bylaws amended
to allow direct
membership vote for
AFA MEC Officers

☐ ☒ ☐ ☐ ☐ ☐

I believe the AFA
has done a good job
for s-UA flight
attendants

☐ ☐ ☐ ☐ ☐ ☐

10. How satisfied are you overall with AFA's fulfillment of their campaign promises made during the election?

Very Dissatisfied	Dissatisfied	Neither Satisfied Nor Dissatisfied	Satisfied	Very Satisfied
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

11. What do you like best about what the AFA has done since the representation election?

12. How satisfied are you with the type of surveys you receive from the AFA?

Very Dissatisfied	Dissatisfied	Neither Satisfied Nor Dissatisfied	Satisfied	Very Satisfied
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

13. How should the AFA get more input from the membership for the combined contract?

- ☐ Written proposals for specific contract changes
- ☐ Joint surveys (UA, CAL, CMI)
- ☐ Union meetings
- ☐ Other (please specify):

14. Would you like to see more surveys on how to improve the AFA as an organization?

- ☐ Yes
- ☐ No

15. If another representation election was held today who would you vote for?

- ☐ AFA
- ☐ IAM
- ☐ TWU
- ☐ IBT (Teamsters)
- ☐ Independant Union

☐ Other (please specify):

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** Required*



Flight Attendant Coalition for Change

WORKING FOR UNITY AND CHANGE WITHIN OUR UNION. It is only the collective good of a combined work force working until a combined contract with an integrated seniority list -NOW- that is the aim of the FACC. No one person dictates the terms or direction of the group. That is the very definition of "member-driven" and the purest form of democracy. JOIN US TODAY!

Aug 26, 2012. FACC Survey Results

August 26, 2012

FLIGHT ATTENDANT COALITION FOR CHANGE

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FACC SURVEY RESULTS!!!

The FACC would like to thank everyone who participated in the 15 question survey that was launched on July 13th and closed on August 15th.

The surveys were viewed and/or submitted by 1,869 responders. Incomplete surveys, duplicates, and those completed by other work groups or airlines were not included in this survey. There were 1,238 valid surveys completed by flight attendants from s-UA, s-CO, and CMI.



FACC Joint Contract Survey Results

Q1 - The 1,238 valid surveys were from 516 s-UA, 683 s-CO, and 19 CMI flight attendants.

s-UA s-CO CMI

Q2 -Flexibility

Enjoys Flexibility 57.3% 92.2% 84.1%

Want Improvement 80.4% 56.3% 43.7%

Limits Earnings 66.6% 7.9% 18.7%

(lack of flexibility)

Q3 - Rest Provision

*Satisfied with Rest 35.1% 45.5% 57.8%

Needs Improvement 67.7% 66.5% 68.7%

Limits Earnings 56.4% 8.9% 37.5%

* Satisfied but all groups wanted improvements

Q4 - Should AFA representatives at s-UA be allowed to continue their higher priority in picking up trips from Open Flying?

The respondents overwhelmingly rejected the priority given to AFA representatives with 83.6% of s-UA, 76% of s-CO, and 83.3% of CMI

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- 6/17/2012 CAL GETS NEW TA!
- July 29, 2012 AFA Threatens Punitive Action
- Aug 12, 2012 Best of Both Joint CBA 2012
- Aug 26, 2012. FACC Survey Results

FACC



Working for Change Within Our Union

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s-CO preferred Straight Reserve with 80.8% (69.5% Best and 11.3% as Good). 82% responded to Five Years Straight with A/B as Poor. CMI also preferred Straight Reserve with 77% (41.2% Best and 36.8% Good). 76.4 % responded to Five Years Straight with A/B as Poor.

s-UA's first choice was a Once A Year system with 72.5% (41.8% Best and 20.7% as Good). 52.3% responded to Five Years Straight with A/B as Poor (current reserve system).

*s-UA's reserve system lacks the flexibility that s-CO and CMI's reserve system offers and it is reflected in the survey answers.

Q6 - Better Scope Protection - "whereby the Company will not engage in any operations unless all flying is performed exclusively by the non-supervisory Flight Attendants who names appear on the United airlines system seniority list"..

All three groups (s-UA - 89.3%, s-CO 82%, and CMI 78.9%) wanted stronger scope language in the joint contract.

OVERALL SATISFACTION WITH AFA

Q7 - AFA Performance

"Poor" AFA Communication was cited by 72.3% of s-UA and 58% of s-CO. 71.1% at s-UA and 63.8% at s-CO felt that membership satisfaction was not a priority for AFA leadership. 70% of s-UA felt that AFA did not make decisions to support the needs of flight attendants and 63% at s-CO felt similarly.

Q8 - AFA Culture s-UA s-CO CMI

Encourage Respect 34.8% 27.1% 31.1%

Honest and Open 17.1% 15.6% 46.9%

Can Voice Concerns 27.3% 22.4% 52.9%

* The "unsure" category averaged 21.8% for s-CO reflecting uncertainty about the new union leadership on their property. CMI also had a high "unsure" category with 29.4% unsure if AFA "encouraged respect" and an astounding 41.1% unsure if AFA exercised "open and honest" communication.

Many of the responses made by s-UA and s-CO in the surveys commented on the lack of a democratic process for the membership (MEC elections and selections of negotiators).

Q9 - Voting Rights

53.4% (over half surveyed) of s-UA flight attendants wanted to be allowed to vote on the Continental like contract. 19.2% were unsure. Over 80% of the flight attendants from s-UA, s-CO, and CMI want Direct Membership Vote for their MEC Officers! Over 70% of flight attendants from all three groups thought that AFA has done a poor job representing s-UA flight attendants.

Q10 - How satisfied are you overall with AFA's fulfillment of their campaign promises made during the election?

Over 71% of the flight attendants (s-UA, s-CO) and 62.5% at CMI were Very Dissatisfied or Dissatisfied with AFA's ability to fulfill campaign promises. Comments included, *"Their campaign promises have fallen far short of what s-CO has". "More rhetoric and spin than actual results."* *"They were all out in full force during the campaign, yet I have not seen them since".*

Q11 - What do you like best about what the AFA has done since the representation election? Although the overwhelming majority wrote "nothing" or far worse, there were some thoughtful entries.

"Unlimited" flying was mentioned by several, although the Company's final offer (included no caps) for the expedited negotiations did not give AFA a choice in the matter.

Q12 - How satisfied are you with the type of surveys you receive from the AFA? The total dissatisfaction rate for s-UA was 60.1%. The s-CO's total dissatisfaction rate was 46.7% and 64.6% at CMI. The major difference was how polling was conducted (s-UA's surveys vs. s-CO flight attendants submitted proposals).

Comments reflected that many flight attendants wanted written proposals with specific contract language.

At CMI, there is controversy as to whether CMI was allowed any input in the surveys sent to s-UA and CMI flight attendants by AFA International.

Q13 - How should the AFA get more input from the membership for

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More on afa-CWA's LM2 Filings

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- CMI) and 29.3% chose the Written Proposal method.
- The reverse was true for s-CO with 28.6% wanting a Joint Survey and 43.2% wanting the Written Proposal. The results may reflect each work group's comfort with past practice.
- All wanted more input at union meetings (17.4% for s-CO, 26.3% for CMI, and 19.4% for s-UA).

Q14 - Would you like to see more surveys on how to improve the AFA as an organization? The majority - 85.5% (from average of all three groups) said "YES"!

Q15 - If another representation election was held today who would you vote for? Because all three parties will start contract talks with the Company on August 27th, the FACC made a decision not to publish the details from this question. HOWEVER, AFA would not prevail if the election was held today, according to the survey results. Since AFA is our bargaining representative, we only wish to remind our union leadership that "independent union" was a surprisingly high choice, ranking consistently in the second place.

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FACC SUMMARY

It appears that we have a great deal more in common for a combined contract with S-CO and CMI. Your participation is critical in informing our union leaders what we want in our joint contract. Not the other way around. The survey says:



- No Rotating Reserve
- Reserve System Improvement
- More Schedule Flexibility
- Rest Improvements
- Stronger Scope Clause
- Direct Membership Vote
- No AFA Priority in Open Flying Pick-Ups
- S-CO like Contract for S-UA
- Improve AFA Culture and Performance

By way of excuse, the UA MEC has gone to great lengths to characterize the upcoming joint negotiations as not so much labeling one contract as superior over the other, but rather a chance to work together with the CAL and CMI MEC's to fashion a new contract altogether, one that draws upon the best elements of all three to produce a joint contract. This is justification on the part of the UA MEC for needlessly protracted "negotiations" that will do nothing in the long run but produce a final joint contract that will very much resemble the current CAL CBA, and in the interim, cost UAL flight attendants their wages and jobs. We hope to thwart any unilateral action on the UA MEC's part to hinder the joint contract negotiations so that we may all successfully move forward.

THANK YOU FOR YOUR PARTICIPATION!

CAL MEC PROPOSAL RESULTS

CAL MEC announced on August 17th, that the Flight Attendants from all three bases (EWR, IAH, CLE) screened the supplemental contract proposals on August 6th and 7th at the MEC office in Chicago. Flight attendants submitted an additional 2,000 proposals

that were combined with the original 30,000 proposals submitted in February. The priorities for the combined contract in the tabulation results were as follows:

- No rotating reserve system

- No Preferential Bidding System (PBS)
- Keep CAL position/line bidding
- No caps on flying
- Keep the one day off in seven provision
- No restrictions on scheduled daily flight time (no 8 in 24)
- Improved minimum layover rest provisions
- Keep the separate domestic/international bases
- Reserve system improvements/senior reserve lines
- Pay raises



The Union and the company will open negotiations on August 27th in Chicago. They will be creating a new contract for the combined group. The new joint contract integrates the three existing contracts plus the proposals, surveys, and industry standards. When the combined contract is finished, it will be subject to membership approval in a standard contract ratification process.

<http://www.calfa.org>

NEW BASES - HERE WE COME!

Congratulations to all the new transfers to the new S-UA and s-CO domiciles!

The s-UA date of report in IAH is September 29th. There will be no orientation but the CAL LEC, IAH s-CO flight attendants, and the Crossover flight attendants in IAH have already



extended their warm welcome! Join the community of IAH flight attendants on FB. Click on the link below:

HOUSTON CREW LOUNGE. (NOT associated with either afa)

The s-CO transfers to DEN, IAD, SFO, LAX and ORD will also be effective for October. These bases will be shared with s-UA during the slow integration process. According to Cintas, old uniforms are being phased out and new points will be issued to all flight attendant groups next year for the new uniforms.

With the opening of the Continental parallel bases in the five hub cities, please feel free to share your pay stubs and schedule flexibility via CCS with the s-UA flight attendants that you meet. Only then will a few begin to understand how much they are giving up in pay and quality of work life for the vaunted UA MEC myth called "duty rigs".

And of course, please try not to mention the possibility of impending furloughs on the s-UA side, (that almost certainly will be announced), while our UA MEC stubbornly ignores the plight of their membership.

MEMBERSHIP FOR CHANGE!

FACC DEMANDS

- **COMBINED CONTRACT NOW!**
- **TERM LIMITS** (for LEC, MEC, and Afa International). Davidowitch has been the UA MEC President since 2002 and his third term runs through 2014.
- **DIRECT MEMBERSHIP VOTE** (amend the Constitution and By-Laws as was proposed by the CAL MEC at the BOD meeting in 2011 and allow flight attendants to vote for ALL UA MEC officers).

**JOIN THE FLIGHT ATTENDANT COALITION FOR
CHANGE AND MAKE YOUR VOICE HEARD IN
2012!**



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EXHIBIT 5



NATIONAL MEDIATION BOARD
WASHINGTON, DC 20572

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In the Matter of the
Application of the

ASSOCIATION OF FLIGHT
ATTENDANTS-CWA

alleging a representation dispute
pursuant to Section 2, Ninth, of
the Railway Labor Act, as
amended

involving employees of
UNITED AIRLINES, INC.

39 NMB No. 45

CASE NO. R-7283

FINDINGS UPON
INVESTIGATION

May 30, 2012

This determination resolves election interference allegations filed by the International Association of Machinists and Aerospace Workers (IAM) involving the employees of United Air Lines, Inc. (United or Carrier). For the reasons below, the National Mediation Board (NMB or Board) finds that the laboratory conditions in the election involving United's Flight Attendants were not tainted and that the Carrier did not interfere with the election. However, the investigation further establishes that certain actions by the Association of Flight Attendants – CWA (AFA) raise concerns about the confidentiality of the voting process. While AFA's actions do not rise to the level of interference, coercion or influence, as discussed below, the Board finds that these actions jeopardized the secrecy of the NMB's ballot process.

PROCEDURAL BACKGROUND

On January 18, 2011, the AFA filed an application requesting the NMB to investigate whether United, Continental Airlines, Inc. (Continental) and Continental Micronesia (CMI) were operating as a single transportation system for the craft or class of Flight Attendants. At the time the application was filed,

the Flight Attendants on United were represented by AFA and Flight Attendants at Continental and CMI were represented by the IAM. The Board found United and Continental were a single transportation system known as United for the craft or class of Flight Attendants and proceeded to address the representation consequences. *United Air Lines, Inc./Continental Airlines, Inc.*, 38 NMB 124 (2011). On April 26, 2011, the Board authorized an election in this matter with IAM and AFA on the Ballot. The Board scheduled the tally for June 29, 2011.

The June 30, 2011 Report of Election results reflected that a majority of votes were cast for AFA. Of the 21,780 votes cast, 11,942 were votes for AFA, 9,745 were votes for IAM, 28 votes were write-in votes for representation other than AFA or IAM and 65 were votes against representation. The Board issued a Certification of AFA as the representative for purposes of the Railway Labor Act of the craft or class of Flight Attendants. *United Air Lines, Inc./Continental Airlines, Inc.*, 38 NMB 248 (2011).

On July 11, 2011, pursuant to the Board's Representation Manual (Manual) Section 17.0, IAM filed allegations of election interference on the part of AFA and the Carrier. IAM is seeking a re-run election and asks the Board to bar AFA from participating in the re-run election. AFA and United each responded on August 5, 2011. IAM filed a reply to AFA and United on September 12, 2011. AFA filed an additional response to IAM on September 16, 2011. On January 9, 2012, the Board notified the participants that further investigation was necessary to determine whether the laboratory conditions had been tainted.

From February through April 2012, Investigator Maria-Kate Dowling, along with other NMB Investigators, conducted an on-site investigation and interviewed management officials, randomly selected employees and AFA and IAM witnesses in Chicago, Illinois; San Francisco, California; and Chantilly, Virginia. In addition, the NMB interviewed numerous flight attendants based throughout the United system via telephone.

ISSUES

Were the laboratory conditions for a fair election tainted? Was the secrecy of the Board's voting process compromised? If so, what is the appropriate Board response?

CONTENTIONSIAM

IAM's interference allegations include the following: AFA provided a hyperlink to the NMB's voting website in direct violation of the Board's policy; AFA held voting parties; AFA misrepresented official voting materials in a manner that called into question the Board's neutrality; AFA polled employees and collected reports of how flight attendants actually voted; and AFA harassed and coerced flight attendants and interfered with their free choice in the election. IAM also alleged that the Carrier showed a significant bias in favor of AFA including providing AFA greater access to flight attendants and that the Carrier destroyed laboratory conditions with its May 12, 2011 announcement regarding the cross-hiring of furloughed United and CMI employees to fill vacancies at Continental.

AFA

In its response to IAM's interference allegations, AFA asserts that it did not destroy the secrecy of the ballot either through a mistakenly activated hyperlink or by polling flight attendants. AFA states that it did not sponsor, promote, or contribute any financial support to any alleged "voting parties" or misrepresent the Board's voting process since all AFA communications about the election clearly identified AFA as the source of the information. AFA also states that IAM's claims of harassment and intimidation by AFA are without merit and at most the evidence submitted by IAM establishes that IAM supporters were "annoyed" by AFA activists. Finally AFA states that it did not collude, conspire, or cooperate with the Carrier to gain favorable treatment during the election, noting that it was IAM not AFA that benefitted from Company favoritism.

United

United responded to IAM's interference allegations by stating that IAM failed to demonstrate the requisite pattern of carrier support for one union over the other to establish a claim of carrier election interference. The Carrier states that, throughout the election campaign, it maintained and enforced a policy of strict neutrality towards both AFA and IAM, and that its solicitation rules and other guidelines were applied in an even-handed manner. United also states that its announcements regarding a cross-over hiring system were driven by valid business reasons and that both AFA and IAM had the opportunity to, and did in fact, discuss the cross-over hiring program in campaign statements.

FINDINGS OF LAW

Determination of the issues in this case is governed by the Act, as amended, 45 U.S.C. § 151, *et seq.* Accordingly, the Board finds as follows:

I.

United is a common carrier as defined in 45 U.S.C. § 181, First.

II.

IAM and AFA are labor organizations and/or representatives as defined in 45 U.S.C. § 151, Sixth.

III.

45 U.S.C. § 152, Third, provides in part: “Representatives . . . shall be designated . . . without interference, influence, or coercion”

IV.

45 U.S.C. § 152, Fourth, gives employees subject to its provisions, “the right to organize and bargain collectively through representatives of their own choosing. The majority of any craft or class of employees shall have the right to determine who shall be the representative of the craft or class for the purposes of this chapter.” This section also provides as follows:

No carrier, its officers or agents, shall deny or in any way question the right of its employees to join, organize, or assist in organizing the labor organization of their choice, and it shall be unlawful for any carrier to interfere in any way with the organization of its employees . . . or to influence or coerce employees in an effort to induce them to join or remain or not to join or remain members of any labor organization.

DISCUSSION AND FINDINGS

I.

The Laboratory Period

The Board generally holds that laboratory conditions must be maintained from the date the carrier becomes aware of the organizing drive. *Stillwater Central R.R., Inc.*, 33 NMB 100 (2006); *Mercy Air Serv., Inc.*, 29

NMB 55 (2001). In the absence of extraordinary circumstances, the Board will not consider evidence of occurrences prior to one year before the application was filed. *Delta Air Lines, Inc.*, 39 NMB 53 (2011); *Delta Air Lines, Inc.*, 30 NMB 102 (2002). Accordingly, laboratory conditions had to be maintained beginning in January 2010, one year prior to the filing of AFA's application.

II.

Applicable Legal Standard

The Board's responsibility under Section 2, Ninth of the Act is to assure that employees are provided with the opportunity to make a choice concerning representation free of interference, influence or coercion. Where there are allegations of interference, the Board has the responsibility to investigate such claims. The Board examines the totality of the circumstances, as established through the investigation, in order to determine whether the laboratory conditions which the Board seeks to promote have been contaminated. *Air Wisconsin*, 16 NMB 235, 239 (1989); *Continental Airlines*, 14 NMB 131 (1987). In such an evaluation, each conclusion may not constitute interference in and of itself, but when combined with other factors, the totality may evidence improper interference. *Delta Air Lines, Inc.*, 39 NMB 53 (2011); *Delta Air Lines, Inc.*, 37 NMB 281 (2010); *Frontier Airlines, Inc.*, 32 NMB 57 (2004).

Coercive conduct by unions may also taint the laboratory conditions necessary for a free and fair election. The Board also recognizes, however, that the carriers possesses unique power and authority in the workplace, and therefore while the test for carrier and union interference is the same, its application to identical factual situations may lead to different conclusions. *United Air Lines, Inc.*, 22 NMB 288, 318 (1995). Thus, certain campaign activity, when engaged in by an organization rather than by a carrier, does not have the same coercive effect on employees. *Federal Express Corp.*, 20 NMB 659 (1993).

III.

Allegations of Carrier Interference

IAM alleges that United allowed AFA broad access to employees that it denied access to by the IAM, and that the Carrier openly supported AFA over IAM. In particular, with regard to the cafeteria at Chicago O'Hare International Airport (ORD), IAM alleges that the Carrier changed its solicitation policy and informed AFA of those changes, but did not inform IAM. IAM also alleges that United made a controversial announcement regarding the cross-hiring of furloughed United and CMI flight attendants to fill vacancies at

Continental less than one week before the start of the voting period.

In its response, United states that it enforced and maintained a policy of strict neutrality throughout the election campaign, and applied its solicitation rules and other company policies in an even-handed manner. With regard to the cross-over hiring program, the Carrier states that the timing of the announcement was based on legitimate business reasons including the time required to address Continental's need for 900 additional flight attendants.

A. Disparate Access and Open Support

It was clear that each union enjoyed an advantage in different parts of the system based on incumbent status and collective bargaining agreements. The majority of flight attendants interviewed by the NMB during the investigation, however, stated that the electioneering was balanced and evenhanded. For example, one flight attendant stated, "[b]oth sides were in the domicile." Another stated, "I always saw both sides." One flight attendant stated "I thought the campaigning was equal. IAM on one side, AFA on the other. I felt free to talk to both sides and I saw no favoritism from the company." Many flight attendants did express the view that the Carrier allowed IAM supporters to wear IAM pins that did not conform to company policy. At San Francisco International Airport (SFO), flight attendants interviewed stated that supporters of both unions were in the concourse outside the elevators down to In-Flight. At Dulles International Airport (IAD), both sides campaigned in the rotunda outside the entrance to In-Flight.

At ORD, both unions had a presence in the cafeteria. Initially, the Carrier applied a policy of not allowing campaigning in the ORD cafeteria. Greg Orth, ORD Director – InFlight Services, stated that if the Carrier became aware of campaigning in the cafeteria, they stopped it. Subsequently in late March or early April 2011, the Carrier made a decision to permit election campaigning in the cafeteria, but as Orth stated, "I did not proactively notify either union. We just stopped addressing it." The flight attendants interviewed during the investigation stated that at first both unions were campaigning in the cafeteria, then for a short period neither union was campaigning in the cafeteria and subsequently both unions resumed campaigning in the cafeteria.

The Board has found that a carrier may interfere with employee free choice by a pattern of support for one of the competing organizations. In *Northwest Airlines, Inc*, 14 NMB 49 (1986), the applicant organization, AFA, argued that Northwest permitted the incumbent organization, International Brotherhood of Teamsters (IBT), to campaign in employee lounges without giving AFA the same opportunity and that Northwest provided IBT with the use of a Boeing 747 as background in a campaign film, issued free flight

passes to certain IBT representatives and access to bulletin boards reserved for official union business. Although the Board found evidence to support some of AFA's allegations that the carrier supported IBT, the Board stated that based on the totality of the circumstances there was no interference because there was no pattern of carrier support for IBT.

In a subsequent decision, *Northwest Airlines, Inc.*, 19 NMB 94 (1991), the Board found insufficient evidence of a "pattern of support" for one organization over another despite "isolated incidents" of support. The Board stated that

Northwest officials were undoubtedly aware that IAM representatives and AMFA [Aircraft Mechanics Fraternal Organization] representatives were engaging in campaign activity at the carrier's stations in violation of the carrier's election rules. By virtue of its incumbent status and its collective bargaining agreement with the carrier, the IAM had distinctly greater access to employees than did AMFA.

That is not to say that AMFA did not have access to the employees. In addition to the sanctioned campaign activity, AMFA representatives did campaign through literature which appeared in employee mailboxes, AMFA stickers and other campaign materials which were displayed on tool boxes and on lunchroom tables on the carrier's property, and in one-on-one discussions with employees.

19 NMB at 111.

In *United Air Lines, Inc.*, 22 NMB 288 (1995), the Board found that the record failed to find a pattern of support by United for the incumbent union IAM over the applicant AMFA. In reaching this conclusion, the Board noted that

[o]n a carrier of United's size, with a craft or class of over 14,000 employees, it would be virtually impossible for carrier officials to monitor campaign-related activities while engaging in the operation of the airline. As stated previously, the investigation revealed that

enforcement of carrier policy on such issues as access, solicitation of employees, distribution of literature, et al., varied from station to station. For example, at certain stations AMFA literature was far more prominently displayed, in violation of carrier rules, than IAM literature.

The Board also recognized that a greater degree of access was inevitable due to IAM's status as the incumbent.

Here, the investigation revealed no pattern of support by the Carrier for AFA. The Carrier attempted to and, for the most part, did interpret, apply and enforce its solicitation and other policies in a neutral and even-handed manner. The fact that there may have been isolated lapses from time to time between stations does not create a "pattern of support" given the size of United's system and the craft and class of employees at issue. Also as recognized by the Board in its prior decisions, there can be no doubt that each union enjoyed greater access on different parts of the system due to their incumbent status.

B. Announcement of Cross-Over Hiring

On May 12, 2011, approximately less than one week before voting period began, the Carrier sent a letter to "all Flight Attendants" stating that

Before Flight Attendants can be integrated into one group, we must also negotiate a single contract and implement a single seniority list. Until that time, our collective bargaining contracts remain in effect and restrict Flight Attendants to flying their own subsidiary aircraft As we look at the 2012 staffing requirements, we are going to be understaffed at Continental Subsidiary and overstaffed at United and CMI subsidiaries.

We want to do everything we can to ensure that Flight Attendants at both subsidiaries who want to work have the opportunity to do so. Next year, the Continental subsidiary will need approximately 900 more Flight Attendants to fly the schedule Based on current projections, we expect Flight Attendant overstaffing to

become an issue at the CMI subsidiary and to continue at the United subsidiaries.

We want to minimize the impact on our co-workers and seek to avoid furloughs resulting from excess staffing. To do this, we must structure a process by which we can most effectively manage the Flight Attendant imbalance between subsidiaries. . . . Because of the length of time this process will take, including potential transfers, ramp up of recruiting, hiring and training of Flight Attendants, we must start these processes now. We have contacted both the AFA and IAM to start conversations on how best to implement a cross-over hiring program for Flight Attendants.

Dan Casey, United's Vice President – Labor Relations stated that the concerns that lead to the implementation of the cross-over hiring program were “the length of time needed to accomplish the staffing and providing an opportunity and preference for current employees before we would hire from off the street.” Casey also stated very shortly after the decision was made to implement the cross-over hiring program in late April or early May, United contacted both IAM and AFA to discuss and negotiate the cross-over program.

IAM submitted a response to United's proposal that AFA posted on its unitedafa.org website that included “the results of a poll conducted on our United MEC website open from May 13, 2011 through July 7, 2011.” The poll posed the question; “Are you interested in being hired by Continental Airlines and working under the terms of the Machinist's Contract at the bottom of their seniority list?”

During the laboratory period when the status quo must be maintained, any change in working conditions may taint the laboratory conditions. The exception to this general policy is when these actions were planned before the laboratory conditions attached, or if there is “clear or convincing evidence of a compelling business justification.” *Continental Airlines, Inc./Continental Express, Inc.*, 27 NMB 463, 477 (2000); *Midway Airlines, Corp.*, 26 NMB 41 (1998); *Petroleum Helicopters, Inc.*, 26 NMB 13 (1998).

In the instant case, the cross-over hiring plan was not planned prior to the attachment of laboratory conditions. However, there is no evidence to support IAM's contention that the announcement of the cross-hire program was timed to affect the outcome of the election. To the contrary, the

Carrier presented consistent evidence in the May 12 letter itself and its subsequent statements that the timing of the announcement was due to legitimate business justifications, namely the time required to get the necessary staffing and to give preference to current employees. The gravamen of IAM's complaint is AFA's use of the cross-over program in its electioneering. As United noted, however, to the extent that AFA turned the cross-over program into an election issue, IAM responded with its own posts on its iamnow.org website. These posts stated IAM's position that employment under any cross-over program must be "on a purely voluntary basis" and that "[n]o flight Attendant's seniority, on any of [the] three airlines would be modified as a result of cross-over hiring." Accordingly, the Board finds that the Carrier's May 12, 2011 letter regarding cross-over hiring did not constitute election interference.

IV.

Allegations of Union Interference

A. AFA Interfered with or Compromised the Voting Process

Section 2, Ninth of the Act provides that when investigating a representation dispute:

[T]he Mediation Board shall be authorized to take a *secret ballot* of the employees involved, or to utilize any other appropriate method of ascertaining the names of their duly designated and authorized representatives in such manner as *shall insure the choice of representatives by the employees without interference, influence, or coercion, . . .*

(emphasis added.) The Board's goal in administering its secret ballot elections is to allow each employee the opportunity to express his or her preference for or against representation in private without the fear of interference, coercion or influence from others. Accordingly the Board has long held that interfering with or compromising the NMB voting process is a basis for setting aside an election. *Washington Cent. R.R.*, 20 NMB 191, 231 (1993); *Metroflight, Inc.*, 13 NMB 284 (1986); *Laker Airways, Ltd.*, 8 NMB 236 (1981).

IAM alleges that AFA's campaign interfered with or compromised the Board's voting process by including a hyperlink to the NMB's voting website (Ballotpoint) in its June 2, 2011 newsletter "Your AFA" Issue 31 and by posting

a hyperlink to the Board's voting website on its campaign and Local Executive Council (LEC) websites; by holding at least two "voting parties" in Los Angeles and Chicago; by polling flight attendants; and by misrepresenting the Board's voting process.

1. Hyperlinks to the Board's Voting Website

IAM alleges that AFA's June 2, 2011 "Your AFA" newsletter contained a hyperlink to the Board's voting website (www.ballotpoint.com/nmb) and that the newsletter was posted on the unitedafa.org website. By letter dated June 7, 2011, AFA acknowledged to the Board that it had mistakenly included a hyperlink to the voting website in the newsletter and that this hyperlink violated the Board's prohibition on posting hyperlinks to BallotPoint. AFA stated that it had

notified its activists that no AFA-generated e-communication should contain such a hyperlink. To the AFA's knowledge, no other Union e-newsletter or e-communication has been sent with a hyperlink to the BallotPoint site.

The investigation disclosed, however, that hyperlinks to the Board's voting website remained active on AFA campaign and LEC websites during the voting period.

Following the implementation of Internet Voting in 2007, the Board addressed the use of hyperlinks to its voting website. In 2008, the Board decided to remove the hyperlink to the voting website from the NMB website (www.nmb.gov) and instructed voters to type in internet address (URL) to access the voting website. *Removal of Internet Voting Hyperlink on Board's Website*, 35 NMB 92 (2008). In addition, the Board requested that participants not post a hyperlink to the Board's voting website, noting that "the Board may consider hyperlinks to the voting website as possible evidence of election interference." *Id.* Subsequently, the Board revised its policy and reinstated the hyperlink to the voting website from the NMB's website. *National Mediation Board's Policy on use of Hyperlinks to its Voting Website*, 37 NMB 65 (2009). The Board also stated, "Participants may provide hyperlinks to the Board's website, www.nmb.gov, and may post the text address of the voting website if they wish to direct employees where to vote in an NMB election." *Id.* at 73. In the interests of safeguarding the secrecy and integrity of the ballot process, the Board continued "to direct participants *including any carrier or organization, and individual involved in the election*, not to post a hyperlink to

the Board's voting website." *Id.* Thus, the posting of a hyperlink to the voting website may constitute interference.

Maintaining confidence in the integrity of its voting processes lies at the heart of the Board's statutory mission to ensure the employees can vote freely without fear of interference, coercion, or influence. In *United Air Lines, Inc.*, 22 NMB 288, 320 (1995), despite finding "no evidence that coercive tactics were utilized to collect the ballots, that no ballots which had been collected were discarded, or that there was interference in the balloting itself," the Board found that ballot collection by union stewards and committeemen at the San Francisco station, where a substantial majority of the eligible voters were based, raised concerns about the confidentiality of the voting process. In the instant case, as in *United Air Lines, above*, while there is no evidence that AFA used the hyperlinks to track whether or how flight attendants voted, the dissemination and continued presence of active hyperlinks to the Board's voting website creates the appearance of the potential of tracking votes and creates an attendant lack of trust and confidence in the Board's processes.

Due to the Board's concerns about compromising the voting process, the Board will be changing its voting system to prevent individuals from voting using any hyperlink other than that on the NMB website. A notice detailing this change will be issued in the near future.

2. Voting Parties

In support of its allegations of voting parties, IAM submitted photographs from two voting parties. In a picture from the Chicago party, taken from the Chicago AFA's Local Council 18 (Local 18) website, a woman is wearing what appears to be NMB voting instructions with the handwritten words "I voted AFA Today" hanging from a lanyard. In a picture from the Los Angeles party, a group of attendees are gathered on a roof top and Darren Shiroma, Executive Assistant to AFA President Veda Shook, is holding NMB voting instructions.

Chicago Kick-off Party

The investigation disclosed that on May 21, 2011, AFA sponsored a "Vote! Kick Off Party" at the Weather Mark Tavern in Chicago. The invitation was part of a Chicago LEC newsletter and according to one attendee, "most people who attended that I recognized were Chicago-based and had been involved in union activities over the years." The attendees also included United AFA MEC Vice President Linda Farrow, AFA Local Council 8 Representative Kathy Browne, Darron Shiroma, and AFA Local Council 8 Vice President David Hammonds. No attendees observed anyone voting at the party.

According to Linda Farrow, she noticed two women arrive at the party wearing what she described as “tags” that said “I voted AFA today.” Farrow stated that she did not look closely or scrutinize what documents the tags were made from. David Hammonds, who organized the Chicago party stated that he was outside the tavern and saw the woman pictured in the IAM submission arrive “with a copy of AFA’s postcard with voting reminders and instructions and the handwritten words ‘I voted AFA today!’ hanging from a lanyard around her neck. Hammonds supplied the Board with a clear color photo of the same woman in the IAM photographs wearing her lanyard and “I voted AFA today!” sign. This photograph plainly shows that the document in question is not NMB voting instructions but a piece of AFA campaign material entitled “Don’t Delay - Cast Your Vote for AFA Right Away” with words “I voted AFA today!” handwritten across it.

Los Angeles Party

On May 29, 2011, a party was given by a United Flight Attendant who was also an AFA supporter and activist. The invitation to this party which appeared in a Facebook posting stated: “Get Out The Vote – Hollywood Style! Roof top BBQ! Sunday, May 29th 2pm - ? . . . Pls bring your NMB Voting Instructions/VIN and PIN.”

Darren Shiroma stated that he was at the party from 2 p.m, until about 11 p.m, and that approximately thirty people attended. According to Shiroma, about “80% of the party goers were United Flight Attendants who are AFA supporters and activists.” He had been working on the AFA’s election campaign in Houston and came from the airport to the party with only a stop to collect his mail. Mr. Shiroma stated,

When I saw that I had received my voting instructions I just wanted to vote as soon as I could. So when I got to the party I voted, but I kept my instructions with me the whole time. There were people around me when I voted but I kept my VIN and PIN confidential even though I was surrounded by trusted friends and there were no strangers in the immediate vicinity who could see or hear my vote or my VIN and PIN.

Shiroma stated that he voted on an iPad borrowed from the owner of the apartment where the party was held. Shiroma also stated that he knew that one other attendee voted because he heard that individual “yell, ‘I just voted for

AFA’.” Shiroma also acknowledged that “I am pictured holding my voting instructions.”

After the party, the following was posted on Facebook:

The Get Out the Vote party yesterday was awesome. Thanks to those who came, but specially to the ones who Voted. Very thankful for sharing your voting experience with the group.

The Board has long held that NMB elections are to be conducted in such a manner as to ensure ballot secrecy. *United Air Lines, Inc.*, 22 NMB 288, 320 (1995). Employees must exercise their right to self-organization in an atmosphere free of pressure from carrier or union officials. It is no business of the carrier or the organization whether or how any employee votes. As discussed above, in *United Air Lines*, the Board found the mere act of collecting ballots compromised the secrecy of the ballot even though there was no evidence of tampering with the ballots themselves. In the instant case, there is no evidence that any voting occurred at the Chicago kick-off party. The evidence establishes, however, that at least two people voted at the Los Angeles party. While there is no evidence of a pattern of voting parties, the Board has held that “any actions that compromise the secrecy of the NMB ballot process will be met by appropriate agency responses.” *Id.* at 320. The NMB’s ballot, its voting instructions and its Manual all emphasize the need for confidentiality in the election process. Accordingly, while not a basis for refusing to certify the results of the election, the Board finds that the actions at the Los Angeles did compromise the secrecy of the ballot and merits responsive action.

Due to the Board’s concerns about actions that may compromise the voting process, as discussed above, the Board’s voting instructions will be modified to put voters on notice that this type of activity will not be tolerated.

3. AFA Polling

IAM alleges that AFA compromised the secrecy of the ballot by soliciting flight attendants to call and report or register their vote with AFA. IAM states that these requests were made to Flight Attendants through emails, regular mailings, and phone calls.

AFA concedes that it used its “Get-Out-The-Vote” (GOTV) program to gauge AFA support among flight attendants on the merged system. According to AFA, the GOTV program involved calls to flight attendants to determine whether they received their voting instructions, whether they had

voted, and reminders of the importance of voting. AFA also concedes that it established a toll free telephone number “to allow AFA supporters to voluntarily celebrate their vote and express why they had voted for AFA.”

The majority of Flight Attendants interviewed remembered getting calls from AFA asking them if they had received their voting instructions, asking them if they had any questions, and reminding them to vote. The calls from AFA were described as “informational.” According to one Flight Attendant, AFA “asked if I had any questions and if I had voted.” When he replied that he had not yet voted, the caller told him “the vote closes on x day, remember to vote.” Another Flight Attendant described the calls from AFA as “just reminders to vote. I didn’t get polled.” Some Flight Attendants also stated that they received calls from IAM. One Flight Attendant specifically stated that she had gotten a call from IAM and that “they asked me if I voted. I told them yes.” Another Flight Attendant stated that she got calls from both AFA and IAM but there was no “harassment from either side.” A Flight Attendant who stated that he got calls from AFA and IAM described the calls as “about being informed and knowing what you’re voting for.”

The Board views polling of employees during a representation election as one instance where the application of its laboratory conditions standard may lead to a different conclusion. For example, in *Federal Express Corp.*, 20 NMB 659 (1993), the Board found that while polling by a carrier is coercive because of the substantial and material ability of the carrier to act against the employee, polling by the union does not carry with it the same threat of imminent retaliation. In *Piedmont Airlines, Inc.*, 31 NMB 257 (2004), the organization called employees to ask whether they had received their voting instructions, to remind them to vote and to give them a toll free information number to call with questions. The Board concluded that although there was evidence that employees were irritated and annoyed by the telephone polling there was no evidence that the secrecy or confidentiality of the Board’s voting process was compromised.

In the instant case, it is clear that AFA did attempt to gauge its support among flight attendants by asking them to call and report their vote in favor of AFA. There is, however, no objective evidence that AFA’s polling through use of the toll free number was either coercive or compromised the secrecy of the ballot. See *Federal Express Corp.*, 20 NMB 486 (1993) (finding insufficient evidence that laboratory conditions were tainted where there was no objective evidence that union’s conduct had any effect on employees’ exercise of right to free choice of representative). As to the phone calls from AFA during the election, the investigation established that as in *Piedmont*, above, while flight attendants who favored IAM may have found the calls annoying, there was no

objective evidence that the flight attendants were asked how they voted or that the calls compromised the secrecy of the ballot.

B. AFA Misrepresented Impartiality of the NMB

IAM alleges that AFA attempted to mislead employees into believing that the NMB was not impartial by posting instructions on how to vote by internet on its webpage www.yourafa.org. According to IAM the screen shots of the NMB's official voting page with a red box around the AFA selection and a red arrow pointing to the selection gave the impression that voting for AFA was the "official way to vote."

In response, AFA noted that by letter dated May 11, 2011, AFA's General Counsel had requested and been granted a "mock election" which would allow all participants to experience the voting process prior to the start of the election in this case. AFA also requested leave to post screen shots of the NMB's voting website during the mock election on its website. That request was granted by the Board's General Counsel.

The screen shots at issue show the NMB's internet voting pages under the heading "Steps to Vote by Internet." The first step "Enter your VIN and PIN in the text boxes in the upper left hand corner of the screen" accompanies a reproduction of the Board's voting website with arrows indicating where a voter would enter his or her VIN and PIN. The next screen shot of the voting website includes an arrow pointing to the login button with the heading "Click on the Login button." The next step, "Check the second selection 'Yes, I vote for Association of Flight Attendants-CWA AFL-CIO (AFA)' by clicking on the box next to the statement" is illustrated by a screen shot of the voting page with the appropriate box highlighted in red and pointed to with an arrow. The next instruction "Click the 'Cast Vote' button" is illustrated by a screen shot with the cast vote button highlighted in red.

In *Long Island Rail Road*, 12 NMB 187 (1985), the Board found that the distribution of a letter from the United Transportation Union (UTU) instructing employees to vote for UTU with a copy of a sample ballot, with the box indicating a preference for UTU marked with an "X" and the words "Vote UTU A.F.L.-C.I.O" and the UTU's logo did not interfere with employees' rights under the Act. The International Brotherhood of Teamsters argued that the alteration of an official ballot for campaign purposes was a misrepresentation of the election process and impermissibly implied that the Board approved the literature. The Board disagreed and found that the sample ballot did not warrant setting the election aside. In this case, the screen shots were

posted on an AFA sponsored website and illustrated the steps an employee would take to vote for AFA. As in *Long Island Rail Road*, above, the screen shots neither misrepresented the Board's election process nor created the impression that the impartiality of the Board had been breached.

C. AFA Threatened, Harassed and Coerced Flight Attendants

IAM also alleged that AFA harassed and coerced flight attendants into voting for AFA and into refraining from voting for or supporting IAM. Flight Attendants who supported IAM stated that they "felt" intimidated by the actions of AFA supporters or expressed their concerns or fears that AFA kept "black lists" or "hit lists" of IAM supporters and might retaliate against them in unspecified ways because of their support for AFA.

Flight Attendants and activists for AFA also reported feeling harassed by IAM supporters and activists. In SFO, several AFA activists reported damage to the tires of their cars. A confrontation occurred at the employee cafeteria in ORD between an AFA representative and an IAM supporter that resulted in the AFA representative pursuing criminal charges. At SFO, IAM supporters stated that the AFA Local President in San Francisco photographed Flight Attendants who stopped to talk with or take literature from IAM supporters. AFA supporters in SFO stated that IAM supporters and activists routinely took pictures of the AFA activists, made rude and obscene gestures at them and engaged in physical intimidation.

The investigation disclosed that each side felt they took the "high road" and tried to address important work place issues while the other side violated "the rules," engaged in harassment and intimidation, and created a lot of "negativity." As one flight attendant stated, "[i]t was pretty repetitive after a while and then it stopped being a campaign and started being attacks against one another. It was no longer information just hate. And I was like 'enough guys.'" There is no doubt that there were strong emotions among employees on both sides in this election and that these emotions lead to some unpleasant incidents and verbal exchanges. Partisans of both sides engaged in conduct that at times exceeded the norms of polite behavior and discourse. There is however insufficient evidence of egregious or widespread pattern of misconduct that would justify setting aside the results of the election. *Federal Express, Corp.*, 20 NMB 486 (1993).


V. IAM's Other Interference Allegations

IAM submitted evidence and argument regarding a variety of other allegations of interference by the Carrier and AFA. The Board finds that these allegations, if true, do not constitute interference.

CONCLUSION

Based on the totality of the circumstances, the Board finds that the laboratory conditions in the election involving United's Flight Attendant craft or class were not tainted. The investigation establishes that the Carrier did not interfere with the election. AFA's actions, however, involving the use of hyperlinks to the Board's voting website and the voting parties raise serious concerns about the confidentiality of the voting process and therefore call for responsive action. Accordingly, the Board will shorten its normal bar period set forth in Section 1206.4(a) of the Board's Rules. The bar period in this case will expire 18 months after the date of AFA's certification.

By direction of the NATIONAL MEDIATION BOARD.

A handwritten signature in black ink that reads "Mary L. Johnson". The signature is written in a cursive, flowing style.

Mary L. Johnson
General Counsel

EXHIBIT 6

Wall

Members

OLDER POSTS



Dianne Massimo Tamuk

Everyone should understand that we do not have to "decertify" AFA in order to change unions. The process is similar but not the same. In order to decertify, one would sign a card that petitions the NMB to hold an election to decertify the current union and if the election is successful, the workgroup would have NO union and would be barred from petitioning the NMB for another election for ONE YEAR.

To CHANGE unions, one would sign a card that petitions the NMB to hold a representation election between two unions - the incumbent and a challenger. The challenger must provide the NMB with 50%+1 active cards (signed within one year) stating the employees have an interest in being represented by another union. The NMB would hold an election and the union with a majority of votes would become or remain the representative. There is a TWO year bar on seeking a change in representation. However, in its recent ruling on the interference charges at United, the NMB has reduced that bar to 18 MONTHS .

Yesterday at 10:21am · Like · 44



Beverly Walker

So we would not necessarily be without a union for 1 year? But we would have to wait 18 months from the day afa was certified before a change in representation can take place. Just making sure I understand the procedure. I will support a change in representation.

Yesterday at 10:54am · Like · 42



Thomas Cross

So we could petition the NMB as of around January 1, 2013?

Yesterday at 12:58pm · Like



Thomas Cross


We would need around 12,000 valid signed cards.


EXHIBIT 7

petition, then it must be sent to the NLRB's closest regional office, along with a cover sheet, NLRB Form 502. Once the petitions have been received and validated, the NLRB will set a date for the decertification election, usually about 60 days in the future. Individuals on both sides may campaign to sway the employees. When the vote is held, if a majority of the workers who participate favor decertifying the union, or if the vote results in a tie, then the NLRB will officially remove the union's recognition as the bargaining representative of the workers.


Like · Comment · Unfollow Post · July 5 at 2:13pm


 **Kim Kreutter** can someone make this a doc? we have 350-some days & counting.
July 5 at 2:15pm · Like


 **Michelle Ross** The part one and two are on union facts website:
July 5 at 2:38pm · Like


 **Dianne Massimo Tamuk** We are not covered by the NLRB which governs unions under the National Labor Relations Act. In the airline industry, we are governed under the Railway Labor Act and union disputes are handled by the National Mediation Board.
July 5 at 2:55pm · Like · 1 person


 **Michelle Ross** Yes, understood, please refer to their website for more info....
July 5 at 2:56pm · Like


 **Dianne Massimo Tamuk** We just finished the outcome of a representational dispute between the AFA and the IAM. The members voted and chose AFA. Our recourse now is to wait one year and then present a "show of interest" to the NMB that we want to vote again.
July 5 at 3:00pm · Like · 1 person

 **Sunny Shores** What is the Union Fact website address and what do we have to do hand outs would probably be helpful so we make sure we understand and do not miss the window.
July 5 at 3:02pm · Like

 **Dianne Massimo Tamuk** A "show of interest" to CHANGE unions requires 50%+1 signature cards from the combined class or craft of employees. The required signatures submitted must have been collected within one year.
July 5 at 3:02pm · Like

 **Michelle Ross** Dianne, I will also learn from you more about the RLA....whatever you can teach me and whatever I can find out....I will educate myself. Your humble student!!
July 5 at 3:04pm · Like

 **Michelle Ross** That is also what I have read on that website. Whatever we can learn from it is our move forward and not backwards. I also know that those in the right of work state may have a bit more to stand on!!
July 5 at 3:06pm · Like

 **Michelle Ross** I stand corrected on the right to work state....got it. Dianne, teach me more.
July 5 at 3:09pm · Like

 **Sunny Shores** IAM Sponge Bob's please fill us with the knowledoe & we can get to work.



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 afa Membership is Require...
Updated last Wednesday

 787 Training Begins!
Created last Wednesday

 VOTING INFO
Created about a week ago

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Unum Customer Alert

disabilityinsurancelegalad.com



Unum agreed to reconsider 215,000 denied disability claims. If you had a claim denied, you may be entitled to compensation.

2012



Michelle Ross Yes, understood, please refer to their website for more info...

July 5 at 2:56pm · Like



Dianne Massimo Tamuk We just finished the outcome of a representational dispute between the AFA and the IAM. The members voted and chose AFA. Our recourse now is to wait one year and then present a "show of interest" to the NMB that we want to vote again.

July 5 at 3:00pm · Like · 1 person



Sunny Shores What is the Union Fact website address and what do we have to do hand outs would probably be helpful so we make sure we understand and do not miss the window.

July 5 at 3:02pm · Like



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July 5 at 3:09pm · Like



Sunny Shores IAM Sponge Bob's please fill us with the knowledge & we can get to work.

July 5 at 3:57pm · Like



Michelle Ross I admit that I do not know everything, but willing to go to work at this to help others...

July 5 at 3:58pm · Like



Sunny Shores What website. If someone gives me information I will type out and we can take up collection to get printed out

July 5 at 4:27pm · Like



Dianne Massimo Tamuk Here is some information about the process of changing union representation:
<http://www.nmb.gov/representation/faqs-ola.html>

Please be cautioned about information you receive from Union FACTS and the National Right to Work (NRTW). These are both anti-union sites and will tell you how to decertify your union - meaning get rid of representation. That is their sole intent.

July 5 at 5:00pm · Like · 1 person



Sunny Shores ok thank you just let me know what I can do & do properly thanks

July 5 at 5:01pm · Like



Dianne Massimo Tamuk <http://www.nmb.gov/represe>

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Unum agreed to reconsider 215,000 denied disability claims. If you had claim denied, you may be entitled to compensation.

EXHIBIT 8

July 15 at 9:31am · Edited · Like



Elizabeth Saxon There is a 15 question survey for both that we can all go to <http://flightattendantcoalition.blogspot.com/> that also is a survey about how to improve representation for both groups. Please answer and forward to everyone!



Flight Attendant Coalition for Change
flightattendantcoalition.blogspot.com

Anonymity is not a lack of courage, but rather the absence of ego – it is only t...

See More

July 15 at 9:27am · Like · 3



Flavio Portella Is this group really called The United/Continental Employees SOLIDARITY AND SUPPORT group?

July 15 at 10:11am · Like · 4



Susan Higdon Moore I agree Flavio Portella.....I have asked that question several times..... Sad.

July 15 at 10:14am · Like · 1



Graham Gunnigle Unrelated: I had to temporarily turn off my push notification for Facebook on my iPhone because of this thread I started. If it continues to vibrate the way it has over the last day or so, people are going to begin to question what I really have in my pocket. Just saying....

July 15 at 10:53am · Like · 3



Susan Higdon Moore :)

July 15 at 10:54am · Like



Andreas Curlee So I looked at the survey that the FACC is putting out.... I thought it was a contract survey...NOT ...it is a Union busting anti AFA blog.

July 15 at 10:56am · Like · 5



Marc Zehr Cari, could you help hijack this thread? Or create another one with some examples of the reassignment restrictions and penalties? Could you please reference contract sections? That helps me when looking at your contract to be able to see how a particular section is applied out in the real world of flying. This is the stuff, I believe, that is most useful for both groups to see and be able to compare. Thank you!

EXHIBIT 9

John Phillips

FACT

HOW CONDUCTING AN INVESTIGATION

The AFA was previously warned against using hyperlinks during their ill fated attempts at Delta but they used them again during the LIA representation election anyway resulting in routinely mis-directing members to their website. There, members were bombarded with lies about the LIA, the pension plan, contract, health care premiums, savings and scheduling procedures etc etc etc. Couple this with the multiple phone calls to our homes and cell phones along with their confrontational encounters in the terminal trying to intimidate us into telling them who we voted for and why, clearly constitutes election interference. Ask yourself if you would have changed your vote if all the AFA harassment, intimidation and propaganda had not been a factor? Call the NLRB..... YOUR VOICE NEEDS TO BE HEARD if you were victimized by this propaganda and behavior please call or email the NLRB Office of Legal Affairs -----and tell them your story.

Flight Attendant Coalition for Change

John Phillips FACC

NMB CONDUCTING AN INV

The AFA was previously wa
fated attempts at Delta bu
representation election any
members to their website.

two people in the HMB Legal Affairs Dept: 202 692-5027 Angela
Heverberg and Maria Kate Downing 202 692-5045. They are the lead
investigators and they want to hear from you. Any first hand account
or information you have regarding Chris Black et al taking pictures
harassing people etc in SFO; any knowledge you have about AFI
of hyperlinks for voting, voting parties (especially in CRD), black
exit polling, bullying, lies and fearmongering, they want to hear about
it.

Just maybe there is still a chance for a re-vote!

My Sado

Jana Phillips

PHC

A



Tracy Roehn I don't understand why you can have a 24 hour layover down line but you need 36 hours off when you get home. That doesn't make much sense to me.

December 8, 2011 at 9:08pm via mobile · Like · 3



John Phillips I believe if you go over 10 hours flight time you need a 36 hour legal rest at home domicile. If you go over 12 hours flight time you need 48 hours legal rest at home. ie SYD-

December 8, 2011 at 9:36pm · Like · 2



Deborah Ritter Brancato Job security. Not.

December 8, 2011 at 9:36pm · Like



John Phillips SYD-SFO needs 48 hours rest at home 'cause, you know, afa says its not healthy to have a shorter layover at home. lol

December 8, 2011 at 9:38pm · Like · 1



Deborah Ritter Brancato I'm exhausted BEING at home. Hello! Laundry, gardening, cooking, errands, the gym.... Give me a layover any time for REST.

December 8, 2011 at 9:40pm · Like · 2



John Phillips Yup.....Section 12 of afa CBA.....international.....legal rest.

December 8, 2011 at 9:42pm · Like



Oscar Colocho John Phillips -- correct : At home "needed rest" : after 8:01 flight time (24 hours) after 10:01 flight time (36 hours) and anything 12:01 and higher you need 48 hours -- now, this one I think is pretty excessive. 48 hours is way too long to prevent us from picking up a trip you need to maximize your monthly hours -- in case s-CO people have forgotten, it's 100 hours a month MAX.

December 8, 2011 at 9:42pm · Like · 1



John Phillips Yup. And I believe the afa is encouraging us all to tell our senators to vote for the FAA re-authorization bill which I think contains a provision to cap your monthly hours.....beware CAL.....afa wants caps one way or another!

December 8, 2011 at 9:52pm · Like · 2



John Phillips Caps =s more member dues!

December 8, 2011 at 9:53pm · Like · 2



Tracy Roehn Ridiculous....let ME decide how much rest I need...I am an adult and I know what's best for me.

December 8, 2011 at 10:12pm via mobile · Like · 1

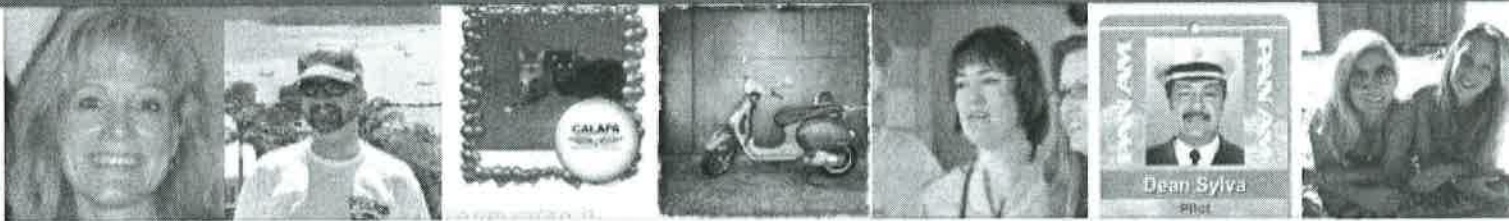


Motli Oliver Don't Forget VEDA campaigned in Capitol Hill to cap FA's hours and wanted it in the FAA reauthorization bill!!!

December 9, 2011 at 12:19am via mobile · Like



Write a comment...



United Flight Attendants- AFA: The Member... About Events Photos Files Notificat



John Phillips

Is the UA AFA capable of changing too?? Don't hold your breath....



Flight Attendant Coalition for Change:
USAirways AFA MEC Pres. Recalled Amid
Contract Vote
flightattendantcoalition.blogspot.com
 WE ARE A TEAM OF UNITED AND CONTINENTAL

Like Comment Follow Post Share March 25 at 4:27am

3 people like this.



Peter Langendorff Who are the people who make up this coalition? Who's writing for their site?
 March 25 at 8:11pm Like



Maria King It could be any of the 9,700 fas that voted for IAM, take your pick. And really it does not matter who, but what is said. Continue defending AFAUAL??? even after that 4/6yr contract...The question and demand should be made of AFA UAL to do there job!!!
 March 26 at 5:30pm Like 4



Patricia Vienna Must be a group of highly intellectual, analytical, realists.
 March 26 at 5:51pm Like 5



Larry Jacobs Why doesn't AFA just refute the argument? Surely, they have the FACTS to do this?
 March 26 at 6:35pm Like 3



Patricia Vienna Because they can't figure out what the argument is.
 March 26 at 7:09pm via mobile Like 3



Peter Langendorff Marla you really don't care who's writing it? Or that they're too scared to put their names to it? That's a pretty low threshold for buying in to something.
 March 26 at 10:51pm Like



Deborah Ritter Brancato Doesn't bother me one bit.
 March 27 at 2:31am via mobile Like 2

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Crosby, Stills & Nash



Crost
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Join 42 people are g

LiveWell Colorado



Half
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Like 14,330 people l

1 Mile High Horror Film



Horro
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 today

Like 16,805 people

Cable Management W



Shop
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 your
 neatl

210,763 people like Fab.

Young@Heart Chorus



Rock



John Phillips

A lot of flight attendants are having problems casting their ballots. Don't wait to find out if you're one of them!



Flight Attendant Coalition for Change
flightattendantcoalition.blogspot.com

Like · Comment · Follow Post · Share · February 19 at 12:15pm

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John Phillips

Our dues are going up, are you getting your money's worth from the Afa?



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Like · Comment · Follow Post · Share · February 14 at 12:33pm

2 people like this.



John Kenney NO!

February 14 at 2:18pm · Like · 3



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British Airways

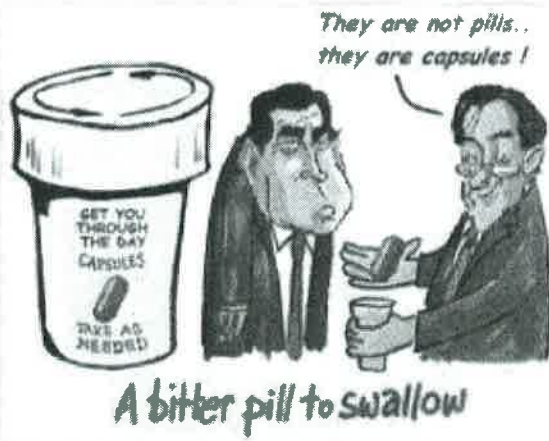


Food never tastes good! Watch British Airways Height Cuisine videos



John Phillips

Afa "economist" Akins explains the TA.....how much do you think he got paid for this?? Try six figures.....



Like · Comment · Follow Post · February 11 at 4:01am

2 people like this.



John Phillips Stay tuned for a new FACC email this Sunday.....<http://flightattendantcoalition.blogspot.com/>



Flight Attendant Coalition for Change
flightattendantcoalition.blogspot.com

February 11 at 4:04am · Like · 1



Shriver Lenox Dan Akins- spins and does as he is told, trust me.

February 11 at 6:38am · Like



Shriver Lenox We hired him to work with us on Delta 2/3 to sort out loop holes in our effort.

February 11 at 6:39am · Like



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Amstel Light



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John Phillips

New tentative for CAL f/a's.....



Flight Attendant Coalition for Change:

CONGRATULATIONS CAL F/A'S

flightattendantcoalition.blogspot.com

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Like · Comment · Follow Post · Share · June 7 at 2:17pm

7 people like this.



Cari Kershaw Tentative Agreement Reached

Dear Continental Flight Attendants,

The AFA Continental Master Executive Council has reached a tentative agreement with United Continental Holdings, Inc. covering 10,000 subsidiary Continental Flight Attendants...

[See More](#)



Association of Flight Attendants-CWA

www.afanet.org

The Association of Flight Attendants-CWA is the largest flight attendant union i...

[See More](#)

June 7 at 2:18pm via mobile · Like



Greg Stalnaker good for them and thank YOU AFA for only taking as long as you did to bring us 1 contract. We are United indeed. laughible

June 7 at 2:33pm · Like · 3



John Phillips HIGHLIGHTS:

NOTHING REMOVED FROM CURRENT CONTRACT
SIGNING BONUS
PROFIT SHARING
...

[See More](#)

June 7 at 2:35pm · Like



Greg Stalnaker <http://calafa.org/news/cal-mec-special-update-tentative-agreement-reached/>

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United Flight Attendants- AFA: The Member...

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John Phillips

Wasn't McCaskill- Bond supposed to prevent flight attendants from being stapled to the bottom of a seniority list?



Flight Attendant Coalition for Change:

6/3/2012 AFA DENIES F/A's DATE OF HIRE

flightattendantcoalition.blogspot.com

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Like · Comment · Follow Post · Share · June 3 at 10:41pm

5 people like this.



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John Phillips

It's Ground Hog day at the CWA/afa again.....



Flight Attendant Coalition for Change: "When people learn no tools of judgment and merely follow the

flightattendantcoalition.blogspot.com

Anonymity is not a lack of courage, but rather the

Like · Comment · Follow Post · Share · May 20 at 3:18pm



Jacob Jansen "Anonymity is not a lack of courage, but rather the absence of ego..." Seriously? How about just having the balls to sign your work?

May 20 at 3:51pm · Like · 1



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Learn about The Study, a research study for adults weight & heart

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