

Strategic Partnership among APFA, AFA and CWA

OBJECTIVE:

1. Through this Strategic Partnership, APFA, AFA and CWA commit their experience, strength and resources to improve the Flight Attendant profession, advance the interests of working men and women at the New American and to work together to expand the power of labor to enhance the lives of all working Americans. Representation and bargaining process issues for a JCBA will be addressed simultaneously.
2. Representation
 - a. APFA will become the representative of the class and craft of Flight Attendants at New American.
 - i. A Single Carrier Petition will be filed jointly by APFA and AFA no later than six months after close of corporate merger transaction. Simultaneous with the joint filing of a Single Carrier Petition, AFA will inform the NMB that it will not seek to be certified as the representative of the Flight Attendants. At that same time, APFA will inform the NMB that it will seek to be certified as the representative of the Flight Attendants at New American.
 - ii. AFA and APFA, separately and collectively, will take all steps necessary to facilitate the NMB's determination of APFA as the representative of the Flight Attendants at New American.
 - b. Former US Airways Flight Attendants may maintain their AFA membership in a **non-participatory** form, for example, honorary membership.
 - c. AFA will maintain full representation of former US Airways Flight Attendants, and AFA's MEC structure will be maintained, until APFA is certified by the National Mediation Board as the exclusive representative of the Flight Attendants at New American.
 - d. Once APFA is certified as the representative of the Flight Attendants at New American, the former US Airways domiciles will become APFA bases and will be integrated into the governance structure under APFA's Constitution. These bases will have the same rights as all other bases. For example, the membership at each

base will be entitled to elect a Base Chair who will be a voting member of the APFA Board of Directors and a Delegate for purposes of electing Ad Hoc Members of the APFA Executive Committee, a Vice-Chair and Operation Council Representatives. In accordance with Article VI, Section 8 of the APFA Constitution, pending completion of the election process for Base Chair, or to complete the balance of an unexpired Base Chair term of six months or less, the APFA Executive Committee will appoint an Interim Base Chair. The APFA Executive Committee agrees to appoint as Interim Base Chairs the AFA US Airways LEC Chairs who are in office at the time APFA is certified as the representative of the Flight Attendants at New American. Each Interim Base Chair may appoint an Interim Vice Chair to serve until a Vice Chair election is completed.

3. Bargaining

- a. A joint AFA/APFA negotiating committee (“JNC”) will consist of seven members designated by APFA and three members designated by AFA, in accordance with each union’s own procedures. Each party retains the right to involve subject matter experts and outside consultants as needed to work with their respective negotiating committee.
- b. No later than [REDACTED], 2013, APFA and AFA will conduct a joint survey of American Airlines and US Airways Flight Attendants to help identify priorities in bargaining the JCBA.
- c. The timeline for the negotiation of a joint collective bargaining agreement (“JCBA”) will be as follows:
 - i. No later than [REDACTED] days after the close of the corporate merger transaction, the JNC will present a joint proposal to management for an expedited process for the negotiation of the JCBA. In preparing this proposal, the JNC will consider the possibility of bargaining on an article-by-article, “adopt and go” basis; explore ADR alternatives such as mediation; include a backstop of interest arbitration for unresolved issues; and discuss an alternative timeline for negotiating the JCBA other than the one set out in the CLA, but in no event longer than 120 days after APFA is certified as the representative of the Flight Attendants at New American.
 - (a) AFA and APFA expect to reach agreement as to the process and timeline to propose. However, if no agreement is reached by [REDACTED] days after the close of the corporate merger transaction, the process specified in the CLA will be in effect once the NMB designates APFA as the bargaining representative of the Flight Attendants at New American.

- ii. No later than [redacted] days after the close of the corporate merger transaction, the JNC will prepare a contract opener reflecting best terms and conditions from the respective CBAs, and based on costing data provided by the aviation economist jointly retained for this purpose, and on data provided by New American management.
 - (a) The contract opener will be approved by the US Airways MEC and the APFA Negotiating Committee.
 - (b) AFA and APFA expect to reach agreement as to the opener. However, if they are unable to do that by [redacted] days after the close of the corporate merger transaction, the time for bargaining under the timeline determined in accordance with paragraph i above will still begin to run on the start date described in the timeline.

4. Service Agreement

- a. Once APFA is certified by the NMB as the exclusive representative of Flight Attendants, AFA will not oppose, and will affirmatively consent to, the transfer of any dues check-off authorizations from AFA to APFA. Simultaneously, APFA and AFA will enter into a service agreement under which AFA will continue to provide services to former US Airways flight attendants under the US Airways/AFA CBA, and APFA will pay to AFA a portion of the dues paid by the former US Airways flight attendants as set out below. The service agreement will encompass two distinct time periods:
 - i. First, from the time APFA is certified as the exclusive representative of Flight Attendants until a JCBA is ratified or otherwise finalized (“ratification”) AFA will continue to administer and enforce the US Airways/AFA CBA with respect to both pre-merger and post-merger time periods. **[DEFINE WHAT ACTIVITIES ENCOMPASSED WITHIN “ADMINISTER AND ENFORCE THE CBA.”]** For the provision of these services, APFA will pay AFA 100% of the dues payable to APFA by the former US Airways Flight Attendants.
 - ii. Second, after a JCBA is ratified, AFA will continue handling any grievances pending under the US Airways/AFA CBA until those matters are concluded, but in no event later than two years after ratification of a JCBA, unless APFA and AFA agree otherwise. This work is expected to decrease over time as matters are resolved. Therefore, as soon as a JCBA is ratified, AFA and APFA will review all pending grievances and will try to agree on a schedule for the reduction of the

percentage payment from APFA to AFA. If agreement cannot be reached within [REDACTED] days of the ratification of the JCBA, [REDACTED]. Under the service agreement, AFA will be responsible for all costs associated with servicing the US Airways/AFA CBA.

- b. Despite the fact that AFA will be administering and enforcing the US Airways CBA, APFA will be the exclusive representative and, therefore, potentially responsible for any legal claims arising out of AFA's servicing the contract (for example, for breach of the duty of fair representation, discrimination, etc.). Therefore, AFA will indemnify APFA for all costs of defending against any such claims, including reasonable attorneys fees for counsel of APFA's choosing. If AFA's actions or inactions result in a finding of liability, to the extent a monetary remedy against APFA alone or against APFA and AFA jointly and severally is ordered, AFA will be responsible for the full amount of that remedy.
- c. By mutual agreement between AFA and APFA, non-CBA matters may be included in the service agreement.

5. CWA-APFA-AFA Strategic Partnership

- a. CWA will offer APFA the opportunity to avail itself of CWA services and programs, with any financial contribution mutually determined by the partnership.
- b. APFA will engage with CWA in cooperative efforts and coordinated strategies at the New American and in the airline industry more generally. These could include activities such as GOTV and lobbying, under paragraph 5.a above or otherwise.
- c. APFA will support CWA in a renewed effort to represent the agents at American and New American.
- d. APFA will engage in collaborative efforts with CWA in the areas of Health, Safety, Government Affairs and Education (for example, leadership development, alternative dispute resolution).
- e. Once the NMB certifies APFA as the exclusive representative of the Flight Attendants at New American, APFA will have a representative on the following CWA Committees for purposes of input and collaboration: Health and Safety, Pensions, Health Insurance, [REDACTED].
 - i. If there are positions taken by the Committees with which APFA is not in agreement, APFA will not be obligated to adopt or support those positions.

- f. Once the NMB certifies APFA as the exclusive representative of Flight Attendants at New American, APFA will contribute \$ [REDACTED] every 12 months to CWA for the work of the Committees described in paragraph 5.e above. This amount will come from the dues paid by the former US Airways Flight Attendants.
 - i. This arrangement will remain in place for one year after the JCBA is ratified. No later than 90 days before that date, APFA and CWA will meet to review the arrangement, discuss the programs and consider options going forward.
 - g. AFA agrees that from the date this Strategic Partnership Agreement is signed by all three parties and so long as the arrangement described in paragraphs 5.e and 5.f above is in effect, it will not engage in or directly or indirectly support any efforts by AFA members or others to obtain authorization cards seeking support for any labor organization other than APFA as the representative of the Flight Attendants at New American.
 - h. CWA agrees that from the date this Strategic Partnership Agreement is signed by all three parties and so long as the arrangement described in paragraphs 5.e and 5.f above is in effect, it will not provide financial or other direct or indirect support to any effort by AFA, its members or others, to seek representation by AFA of the Flight Attendants at New American.
 - i. AFA and APFA will continue to work collaboratively in the Coalition of Flight Attendant Unions. They also will form working groups to discuss individual and collective efforts in Safety, Health, Security and Government Affairs. These working groups will meet on a quarterly basis, unless a different schedule is mutually agreed upon.
6. Approval/Ratification of this Strategic Partnership Agreement **[TO BE DISCUSSED FURTHER]**
- a. Describe approval processes for AFA.
 - i. If membership ratification is required: AFA and its officers and representatives at both the International and US Airways MEC and LEC levels will use their best efforts to actively encourage members to ratify this Strategic Partnership Agreement.
 - ii. **What happens if the Agreement is voted down?**

- b. This Strategic Partnership Agreement is subject to approval of the APFA Board of Directors.
- c. Describe approval processes for CWA.

7. Seniority Integration

- a. AFA and APFA agree that seniority will be integrated based upon the occupational seniority date at American and the seniority date at US Airways, taking into account the overall difference in treatment of training dates in the two bargaining units.
- b. AFA will compile the US Airways system seniority list in accordance with procedures established in Section X of the AFA Constitution & Bylaws.
- c. APFA will compile its seniority list.
- d. AFA has the right to verify that the flight attendants on APFA's seniority list are properly included. APFA has the right to verify that the flight attendants on AFA's seniority list are properly included.
- e. AFA and APFA seniority integration committees will meet and discuss integration of US Airways and American Airlines seniority lists within 30 days of the date both Unions have finalized their respective seniority lists or within 30 days of the date any verification under paragraph 4 above is concluded, whichever is later.
- f. Full details to be provided in a separate seniority integration agreement, including arbitration of any issues the parties are unable to resolve.