

## **AFA/APFA Agreement on Bargaining and Representation (ABR)**

### **A. Process and Ratification**

1. AFA and APFA agree to approach the New American Airlines (“The Company”) as soon as possible to negotiate a process for reaching a single agreement consistent with the points specified below.
2. This agreement is contingent upon:
  - a. The Company, AFA, and APFA reaching agreement on a bargaining process consistent with this agreement and,
  - b. US Airways Flight Attendants ratifying the ABR/negotiated bargaining process reached with the Company and the APFA Board of Directors approval of the ABR/negotiated bargaining process reached with the Company.

### **B. Bargaining**

1. AFA and APFA agree to approach the Company to negotiate a process for bargaining a Joint Collective Bargaining Agreement (JCBA) consistent with the sections B.2, B.3 and B.6. specified below.
2. Both the AFA/US Airways Agreement and the APFA Agreement as amended by the CLA shall be utilized for developing the opening contract proposals and shall be considered in any ADR process including arbitration for a single agreement.
3. **See AFA/APFA/AA Negotiations Protocol Agreement.**
4. Negotiating Team. A joint AFA/APFA negotiating committee (“JNC”) shall consist of seven (7) members designated by APFA and seven (7) members designated by AFA, in accordance with each union’s own procedures.
5. Opening proposal
  - a. AFA and APFA agree to jointly survey Flight Attendants.
  - b. AFA and APFA agree to use an adopt and go method of developing the opening proposal (that is, selecting specific entire sections to the extent possible).
  - c. AFA and APFA agree to use ADR methods if necessary to develop an opening proposal if the parties cannot reach agreement on specific issues.
  - d. The contract opener shall be approved by the US Airways MEC and the APFA Negotiating Committee.
6. Bargaining Process

**See AFA/APFA/AA Negotiations Protocol Agreement.**

### C. Representation

1. APFA will become the representative of the class and craft of Flight Attendants at New American.
2. Contingent on the New American's agreeing to the bargaining process described in section B.2, B.3 and B.6 above and the subsequent ratification of this ABR Agreement by the US Airways Flight Attendants, a Single Carrier Petition will be filed jointly by APFA and AFA no later than six (6) months after close of corporate merger transaction (December 9, 2013). 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. The parties shall take all steps necessary to facilitate the NMB's determination.
3. AFA will maintain full representation of pre-merger US Airways Flight Attendants, and AFA's MEC structure will be maintained, until APFA is certified by the National Mediation Board as the representative of the Flight Attendants at New American.
4. 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.

### D. Maintenance Agreement

1. Once APFA is certified by the NMB as the representative of Flight Attendants, AFA will not oppose the transfer of any dues check-off authorizations from AFA to APFA. Simultaneously, APFA and AFA will enter into a maintenance agreement under which AFA shall 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 maintenance agreement will encompass two distinct time periods:

- i. First, from the time APFA is certified as the representative of Flight Attendants until the effective date of the JCBA plus ninety days, which can be extended for additional ninety day periods by mutual agreement for up to one year. AFA will continue to administer and enforce the US Airways/AFA CBA with respect to both pre-merger and post-merger time periods. For the provision of these services, APFA will pay AFA 100% of the dues paid to APFA by the pre-merger US Airways Flight Attendants.
  - ii. Second, 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 the effective date of the JCBA. This work is expected to decrease over time as matters are resolved. Therefore, as soon as a JCBA is effective, 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 sixty (60) days of the effective date of the JCBA, the parties shall mediate any unresolved issues.
2. Despite the fact that AFA will be administering and enforcing the US Airways CBA, APFA will be the 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.
3. Once the NMB certifies APFA as the representative, the incumbent AFA/US Airways MEC President shall serve as the liaison between AFA and APFA for purposes of this maintenance agreement.
4. By mutual agreement between AFA and APFA, non-CBA matters may be included in the maintenance agreement.