

## Proffer of Arbitration Request Q & A

1. What does “Proffer of Arbitration” mean?

An ***offer*** by the NMB to the parties, XJT & IAM, to arbitrate the contractual dispute rather than engage in self-help, i.e. slow down or strike. If one party refuses arbitration, a 30-day cooling off period kicks in prior to strike.

2. Does this mean we are asking to go on strike?

No! The strike process under the Railway Labor Act (RLA) is extremely long and detailed. We are, however, demanding to come to an agreement on a joint contract (JCBA). Ultimately, we have been ready to do whatever it takes to reach an industry leading JCBA, and this is our only option in making that happen sooner rather than later. We have waited long enough!

3. Does this mean we are going to binding arbitration to get a JCBA, which would allow an arbitrator to make the final decision on our JCBA?

No! By requesting the NMB to issue a proffer of arbitration, we are drawing attention to the fact that we have met and negotiated for a total of only 6 days in the last 15 months. As a result of the Company filing for mediation, our negotiations have come to a grinding halt. The purpose of the NMB is to assist negotiations; not hold us back.

4. Why aren't we waiting on the Pilot Union to finish their negotiations, so we have an idea of what we can negotiate?

Our future is not dependent on what another work group can or cannot negotiate. We deserve to be respected and negotiated with in our own right. It is our time to stand up for our rights, and fight for the industry leading JCBA that we deserve!

5. Is there a possibility that we will keep two separate contracts like the pilots have started working on?

As we have done throughout negotiations, we will continue to listen to the membership in order to ensure that we achieve industry leading results for ALL XJT Flight Attendants. We will never be able to achieve any results if we cannot get to the table for more than 6 days in 15 months.

6. Have we considered an extension before?

Yes! In fact, at the outset of the merger we offered a “bridge agreement” or extension to the Company for the ERJ side and the Company made it very clear they were not interested in any extensions. In conversations as recent as November 2015, the Company made no indication their position regarding extensions for Flight Attendants had changed.

7. Why is all this talk of extensions just coming up again now?

The Company needs to attract more pilots and already had one pilot JCBA TA voted down. The main purpose of the extensions is to attract new pilots to ExpressJet in order to be able to staff for more flying while the industry is experiencing a pilot shortage.

8. What exactly is an extension?

In this context, an extension would be no major changes and perhaps some minor improvements as you can see in the pilots’ extensions. However, keep in mind many of the improvements were put into place to attract new hire pilots but attracting new flight attendants does not pose the same challenges.

9. Would an extension or JCBA be voted on?

Yes! Any TA reached, whether it be for extensions or a joint contract would be voted on.

10. Are we setting ourselves up for a potentially weaker contract due to the Company’s current financial state?

No. We will not be entertaining a concessionary agreement of any sort and thus far what we have achieved in negotiations has reflected that. Our leverage on negotiating a stronger contract is directly dependent upon the solidarity and strength within our membership. United we bargain; divided we beg.

11. Will we still have a chance to vote on a contract or will one be decided for us?

Any PEB recommendation, is just that—a recommendation from the board. The recommendation is nonbinding, and the membership would vote on a potential TA.