

October 16<sup>th</sup> 2012

Gary,

I am in receipt of your letter.

I caution you as well as USAPA on your course of actions. As I see it USAPA has only one safe option and that is the unmolested Nicolau Arbitrated Award, the seniority list that all agreed would be used when operations are integrated. I do not believe that any court could find that USAPA breached its duty of fair representation if it honors the unmolested Nicolau Arbitrated Award.

If USAPA believes it can use another seniority list without breaching its duty of fair representation it does so at its own risk. I believe from your letter that you know that USAPA cannot use any other list, you know that USAPA will breach the duty of fair representation if it implements a date-of-hire seniority list or any list that is not the Nicolau Arbitrated Award. As I see it, the **ONLY** way to get a new contract is to communicate **THAT** to the rank-and-file. Instead, USAPA keeps telling them that it can freely negotiate seniority. That has and continues to be the reason why we have what you call a "collective failure to find a resolution."

You ask for a "serious and responsible effort to resolve this issue." As I see it, it is all in your hands. Tell the rank-and-file that they were misled by Bradford and Seham. Tell them that decertification of ALPA and the certification of USAPA changes nothing of the Transition Agreement or Binding Arbitration. Tell them that discarding the Nicolau Arbitration Award places USAPA on dangerous legal ground. Tell them that the only way to get a new contract is to accept the Nicolau Arbitration Award. Tell them the truth, offer them a new contract with better rates and terms, and they will vote to ratify.

In solidarity and honor,



John Scherff  
Phoenix Domicile Chairman