

Northwest Airlines Flight Attendant Agreement

Section 1

B. Scope

1. This Agreement covers all Flight Attendants in the employ of the Company who are employed and assigned within the United States and its territories and Flight Attendants in such positions when assigned to those segments of the Company's international passenger flights which originate or terminate in the United States and its territories and also Flight Attendants in such positions when assigned at the discretion of the Company on other international passenger flights, except as provided in Letter of Agreement **6**.

2. a. All present and future cabin passenger service of the Company operating in aircraft operated by pilots on the Pilot System Seniority List of Northwest Airlines, Inc. shall be performed exclusively by the Flight Attendants on the Northwest Airlines, Inc. Flight Attendant System Seniority List under the terms of this Agreement, except as provided in Letter of Agreement **6**.

b. In the event that the Northwest-ALPA System Board of Adjustment finds the Company to have violated any provision relating to allocation of flying in Section 1 of the Agreement between the Air Line Pilots Association, International and Northwest Airlines, Inc. dated September 13, 1998, as it may be amended from time to time: (1) Flight Attendants covered by this Agreement shall thereafter perform cabin passenger service on any and all new flying allocated to Northwest pilots as a result of the Award of the System Board of Adjustment; and (2) the Union may file a grievance under Sections 27 and 28 of this Agreement for the limited purpose of seeking relief for any loss of compensation suffered by one or more identifiable Flight Attendants as a direct result of the violation.

There is a lot of talk about "Scope." What exactly is "Scope?" Scope is the legally binding provision in our contract (Section 1.B.) that spells out exactly what flying we, as Northwest Flight Attendants, are entitled to work.

Why do we go to the trouble to define what work we do? This protects our jobs, our flying and our paychecks. It's a little like putting all the flying that Northwest does in a basket, and saying that those trips may only be worked by flight attendants on the Northwest System Seniority List. We have negotiated one exception to our scope and that is the Foreign National Provision (Letter of Agreement 6).

If we had not negotiated Scope protection years prior to this merger, Northwest (now Delta) management could train and put anyone they wanted on our flights. And they cannot do that, they know that they cannot do that and, in fact, they have not done that. You may remember that during the bankruptcy negotiations, the Company had proposals on the table to outsource 75% of our International Flying - to replace us on Trans-Pacific flights with foreign flight attendants not on our seniority list. That fight was about Scope. We prevailed in that fight and our Scope remained intact to protect us during this merger.

Of course, there are many other provisions of the contract (such as how trips are bid and awarded) which protect us too. But the key provision is Scope.

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How is this “basket” of flying defined in our contract? Section 1.B. –SCOPE- of our Flight Attendant Agreement is VERY CLEAR in that ONLY Flight Attendants on the Northwest System Seniority List may perform work on flights flown by pilots on the Northwest Pilots System Seniority List. You see this reality every time you report to work and the pilots on your flight are Northwest pilots.

But since Delta merged with Northwest, is our Scope still valid? YES. Our entire contract, including Scope, remains in full force and effect. It is essential to understand that our Flight Attendant Agreement also contains “Successorship” language. This provision mandated that the corporate entity that bought Northwest Airlines (i.e., Delta) is the successor to the contract, and must abide by and honor all provisions in our Agreement.

Is this true even though Delta’s name is on everything now and our Scope clause says “Northwest” and “Company?” YES. Delta is the legal successor to our contract. Our Successorship language continues to protect our rights and guarantees that Delta must abide by the Northwest Flight Attendant Contract for Northwest Flight Attendants. As a result the Scope clause remains in effect, and until a new, single flight attendant contract is negotiated covering both Delta and Northwest Flight Attendants, Delta Flight Attendants will not be able to fly with Northwest Pilots (and Northwest Flight Attendants will not be able to fly with Delta pilots).

What happens when the pilots merge their list? There are two parts to this question. The pilot lists will not truly be merged until there is a single operating certificate. Even then, the wide-bodies (747’s and 787’s for NWA pilots and 777’s for Delta pilots) are fenced off for an additional five years. The narrow bodies could be merged with the awarding of the single operating certificate. However, while we stand ready to negotiate a smooth transition with Delta management that provides for the Northwest flight attendants and protects our Delta partners, AFA will not let Delta run roughshod over our Scope. Our Scope provision is as valid as our pay rates and is an essential component of our work life and our contract. When Delta is ready to move forward with integrating the two operations under a single certificate, they will need an agreement from AFA that allows that, just as they needed an agreement with ALPA.