

NWA-AFA MEC Weekly Hotline Message December 26, 2008

WISHING YOU A JOYFUL HOLIDAY SEASON

Your Master Executive Council wishes you a healthy, happy, and joyful holiday season and a prosperous 2009. We hope our combined group will seize the opportunity to negotiate a new joint contract and join the vast majority of all flight attendants worldwide who have chosen to keep a legal voice at work. Let's work together in 2009 to achieve the world's best flight attendant legal contract for the world's largest airline!

WORKERS MEMORIAL – IN HONOR OF OUR FALLEN COLLEAGUES

AFA-CWA will honor our flying partners who have died in the line of duty by bringing to light their ultimate sacrifice in a national Workers' Memorial being constructed at the National Labor College. The memorial will serve as a tribute to working people who have lost their lives on the job. It will also serve as a reminder that much work still needs to be done to improve safety, health and security conditions for working people across many industries in the United States. The AFA-CWA Executive Board and AFA International are pleased to inform you that we have authorized the purchase of a granite block that will form part of a bench that will encircle the memorial.

Engraved in the block will be the words written by United Airlines Flight Attendant Kelley Dando Gold. Kelley has since left United, but her thoughtful words express the way we feel about each and every flight attendant who lost their lives in the line of duty since the beginning of our profession. With her permission I have selected a stanza from her poem from among a collection of poems and expressions written by many flight attendants following 9/11: "You will live on and remember... those fallen now shine from above in heaven's light."

Within the circle will be a plaza of bricks and pavers that provide all unions the ability to engrave the names of specific union members lost in the line of duty. The memorial will be located directly in front of the chapel in the center of the National Labor College campus in Silver Spring, Maryland—a site where union leaders and members from around the world attend trainings, meetings and pursue higher education.

With the memory of the cherished lives of our lost flying partners at heart, let us all look toward the New Year with gratitude and resolve to continue working to improve our profession in their names. With best wishes for a joyful holiday season.- AFA-CWA International President Patricia Friend

SENIORITY INTEGRATION - WHAT'S THE RUSH?

Both DL and NW management have communicated frequently that our crews will not fly together until at least 2010. There are a great many steps that must be accomplished before seniority integration, or the merger, can be completed. For example: Delta does not have a single transportation system determination from the NMB, does not have a joint training program approved by the FAA, nor is Delta close to achieving a Single Operating Certificate from the FAA. Since management has often expressed their intent to handle our integration fairly and expeditiously, we sent a new request for Delta's flight attendant seniority list this week. NW gave our own seniority list to Delta several months ago and it has been provided to their seniority integration team. In her 12/24/08 response to our request, Delta's Joanne Smith wrote: "Delta flight attendants have always been able to see where they fell on the list upon request of their manager but the list has never been printed and distributed out of respect of our flight attendants privacy....I have consulted with our legal department and they will advise what we can do." Whether "privacy" is the reason their list is so tightly controlled or not, we hope Delta's large legal department can find some time to approve our latest request for this most basic, preliminary information for Northwest flight attendants.

The law provides us with the protection of AFA's 'date-of-hire' union policy for seniority integration in a merger. Therefore, a union representation election for the combined DL/NW group must occur before seniority integration can proceed. The timing of our election depends upon a number of variables, but will likely occur in the first half of 2009. After the combined vote FOR representation, pursuant to [AFA-CWA Merger Policy](#), DL and NW Merger Representatives will work together to combine our seniority list by syncing our bidding seniority dates. If our combined group votes AGAINST representation, Delta management has stated they will create and fund the NW seniority integration team to negotiate with Delta's team, and to represent us for a "fair and equitable" arbitration process. While some NW unions have already met with DL workers to negotiate their seniority integration, they are in an entirely different position because they do not have the numbers to trigger a union representation election in this merger. The AFA and IAM represent a large percentage of NW employees and we have taken a similar legal position. We flight attendants have a good chance to keep our union contract at the new Delta – and our 'date-of-hire' policy of seniority integration.

Under a fair, simple and honest 'date-of-hire' integration, all new Delta flight attendants will be able to concentrate on what matters most to our futures – negotiating a legally binding contract for our joint group that provides long term job security, seniority protection, and better wage and working conditions for the world's premier airline. We look forward to working together with our Delta flying partners and Delta management, to create the strongest and fairest airline in the world.

WINTER SCHEDULING ISSUES

It's a good time to reacquaint yourself with contractual legalities in case you encounter weather delays, cancellations and/or rescheduling. While NWA flight attendants have these enhanced contractual protections, our Delta colleagues can be required to work to FAA duty maximums and suffer minimal FAA rest requirements when in the same circumstances. Remember: don't leave home without your contract – especially Sections [5](#), [6](#), and [7](#) (if on Reserve.)

REGULAR LINEHOLDERS should pay particular attention to Letter of Agreement 17, which is the contractual provision where a Flight Attendant who loses hours from his/her schedule may be required to accept Time Available, in certain limited situations, following the declaration of a "Critical Period" by the Company. Your rights under [Letter of Agreement 17](#) are as follows:

1. You must be compensated at one and one-half times your hourly incentive rate for all additional hours flown as a result of assignment by Crew Scheduling.
2. If you request it, the company must provide you Y1/F6 travel to and from your base for the assignment.
3. You must have the option of selecting any open pattern that departs during the Critical Period.
4. If you do not select a specific pattern from open flying, you must be assigned the lowest value open pattern.
5. You may only be assigned a pattern that operates outside your Time Available obligation with your consent.
6. With approval from Crew Scheduling, you must be released from the remainder of the assigned pattern if you transit a base station and the Critical Period has ended.
7. You must be permitted to accept or decline any Time Availability remaining, following the assignment of a pattern under this agreement.

RESERVES should pay particular attention to [Section 7](#), H. Off-Duty Provisions, including the parameters for selecting Guaranteed Days Off (GDO) and replacement of GDO and PDO. Guaranteed Day(s) Off are defined as "off-duty days on a Reserve Flight Attendant's line during which he/she can refuse an assignment, provided such assignment originates or operates over the Guaranteed Day Off." Reserves Flight Attendants may select up to eight (8) GDO per bid month via CENTRY prior to 0000 of the first day of the bid month. You may choose your GDO during any off-duty periods, but they must be consecutive and during the last days of a series of off-duty periods.

ALWAYS ASK FOR A REVIEW OF CREW ORDERS from Crew Scheduling (p. 6.26) when you question the legality of flight time limitations, rest periods or rescheduling. If a contractual violation is found, the company must pay you penalty pay for the entire duty period flown in error. Contact a local AFA rep if you need to file a grievance for scheduling violations.

RESCHEDULING PREFERENCE: Make sure you make your rescheduling preference election in CENTRY – it stays in from month-to-month.
– Submitted by DTW LCR Daniel Grey

LETTER TO THE EDITOR:

LAX NWA FA Charlie Ciali's Comment: I have just read the letter from Julie Showers about changes to flying, some effective next month: "I apologize for the late notice relative to some of the cancellations. We have just received the notification ourselves, and wanted to pass it on as quickly as possible. Some of these announcements have not yet been made public. We know for some of you this means rescheduling; the schedule adjustments will be made in the next week. The provisions of your Flight Attendant Agreement will apply. We will do our best to keep you informed as additional marketing decisions are made." I think the union should make sure that the line "provisions of your Flight Attendant Agreement will apply" is understood by our FAs, and compare that to what Delta would offer under the same circumstances.

NWA AFA Response: Reduction in flying could invoke several sections of our contractual protections at NWA. However at Delta there are no legal protections and several inferior policies in place. Please review [Section 1 - Recognition, Scope, & Job Security](#), [Section 6 - Scheduling](#), [Section 12 - Filling of Vacancies](#), [Section 13 - Transfer Expenses](#), [Section 14 - Reduction in Force & Recall](#), [Letter 16 - Language of Destination](#). Here are just a few comparisons, among many:

1. If there is system overage that results in involuntary layoffs at NWA, we have the option to exercise our system seniority to displace into another base. At Delta their FAs can only go to a base that is open. If there are no open bases Delta FAs are laid off, regardless of their system seniority.
2. At Delta LOD flight attendants can be retained and hired, while senior flight attendants are laid off. This could involve a lot of flight attendants at the combined airline, since there are over 20 active LOD languages at Delta involving thousands of DL FAs. Our contract stipulates the maximum number of positions on each aircraft and parameters for the program. A DL 757 flying to Europe would have 2 LOD FAs, 1 Purser, and 1 designated MC Lead, and 1 regular FA position. On NW the same 757 would have 1 Purser, 1 LOD, and 3 regular FA positions.
3. We must remember that the ***crown jewel*** of our contract is [Section 1](#) – our Recognition, Scope, and Job Security. Our flying is outlined in our contract and management is legally required to honor this commitment. Management cannot arbitrarily outsource our flying. At Delta, flight attendants have absolutely nothing to protect them from outsourcing of their work. If we don't have job protection to actually keep our jobs, we must remember that no real or promised Delta policies will matter.

PRIDE AT WORK

Pride at Work is the LGBT constituency group of the AFL-CIO. It's mission is really twofold - to reach out to fellow union members to educate them on the concerns and issues of the LGBT community, making the labor movement a strong part of the fight for LGBT equality in the U.S, and to educate the LGBT community about the benefits of belonging to a union. Like other unions, Pride at Work believes that many of the legal protections they are seeking through laws can be obtained through a legally binding union contract. In 2007, Pride at Work passed a resolution in support of the AFA-CWA's FMLA Technical Corrections Act. In addition, Pride at Work helped us during the DL representational election by providing volunteers for the phone banks and running ads in LGBT newspapers in Delta hub cities about the protections that a union provides for LGBT Americans. Pride sought support from their members on behalf of flight attendants at Aloha and ATA, after their carriers filed for bankruptcy through their Show Some Pride in the Sky Campaign. Pride at Work has always supported us and continues to support us on our issues. Now they need our help in order to continue their efforts for equality on behalf of all working Americans. You do not have to be a member of the LGBT community to become a member of Pride at Work. For more information on what Pride at Work is all about, and to join or contribute to their efforts, go to www.prideatwork.org. – Submitted by MEC Government Affairs Chair Albert Garcia

CONTRACTUAL PAY BUILD-BACKS COMING YOUR WAY

An annual hourly pay raise for all flight attendants, covered under [Section 3](#) – Compensation of our NWA AFA contract, will become effective January 1, 2009. On December 31, 2008, International Flying Pay also returns at the rate of \$1.25 per hour, per Section 3.H of our contract. Already in effect as of December 1st, 2008, is the return of per-diem for single duty period trips such as one day patterns, high value or high density turns. The above rate build-backs may not be as large as we would like after our painful bankruptcy cuts, however they do represent legally guaranteed increases that happen over the life of our contract. Our guaranteed contractual pay, work rules, and benefit minimums, along with our ability to negotiate a new combined legal contract, could be lost in 2009 if we vote to give up our collective bargaining rights. Let's work together for a better joint contract in 2009, by voting for a legal voice at work for 60 more years!

DELTA EXECUTIVES CASH IN MORE STOCK

According to the Atlanta Business Chronicle, top executives at Delta cashed in more shares of their stock. On December 18, Ed Bastian led the way with his third round of sales worth \$276,000, raising his total sales of Delta stock since the merger to close to \$1.7 million. Mike Campbell and Glen Hauenstein also sold Delta stock on December 18, and 19, respectively. To read the full article, please go to <http://www.bizjournals.com/atlanta/stories/2008/12/22/daily23.html>