

*From your*

# Northwest

## Master Executive Council

Association of Flight Attendants-CWA  AFL-CIO

December 2009

Dear Colleagues

By now you've heard the news that AFA pulled its application for Single Carrier Status with the National Mediation Board (NMB) on November 3rd, 2009. In merger scenarios like ours, determination of single carrier is what triggers a representational election.. Since the Board had not yet made its determination of single carrier, no election had been scheduled. Your Master Executive Council would like to provide you with all the information we currently have, and some answers to frequently asked questions surrounding our pending vote.

In a posting dated November 3rd, 2009, the NMB notified the Office of the Federal Register of its intentions to act on the request from the Transportation Trades Department of the AFL-CIO. The TTD formally petitioned the NMB on September 2nd asking the Board to revise its voting procedures for representational elections by using a yes/no style ballot. As a result of this new rule, AFA had a responsibility to withdraw its petition for single carrier status in order to protect the contract of NWA flight attendants and ensure that all flight attendants at Delta have the opportunity to participate in a truly fair election process instead of outdated procedures.

The Board is currently conducting a 60-day comment period for interested parties to express support or opposition to the rule change. We expect to re-file our application and begin the process for voting when we can be assured of a democratic ballot. Since Delta has repeatedly said that it respects its flight attendants right to choose union representation, we fully expect that a yes/no ballot will satisfy our shared desire for a democratic voting process that aligns with that in every other democratic election in the free world.

It is unfortunate that Delta Air Lines has already chosen to mount a campaign of division and confusion. Through media outlets, blogs, and editorials, Delta management continues to suggest that the union is dragging out merger progression since we have not yet voted. With a majority of NW aircraft now wearing the DL color scheme, new uniforms, service standards, IQ training almost complete and AQ training well underway, we're not sure what they mean by suggesting that progress is stymied.

### **Doesn't Management Have to Be Neutral During a Union Election?**

Yes. The Railway Labor Act says, " ... a carrier shall not "interfere ... influence or coerce" its employees in the choice of representative."

A representational election is between the union and the flight attendants. Using a Yes/No ballot would mean, of course, that management could not conduct its historic campaign of voter suppression. In the 2008 representational election at Delta, flight attendants were greeted in inflight by glossy posters and videos telling them they should tear up their ballot and not vote. Management went further to say that another vote would occur later with the NW flight attendants so they wouldn't have to vote that time around.

**We can only take such an aggressive anti-union campaign to mean one thing: A legally binding con-**

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tact is valuable, and management – with the help of its union-busting consultants – will stop at nothing to prevent the flight attendants from securing collective bargaining rights.

### **We Haven't Even Started Voting and I Keep Seeing Management Blogs and Editorials Talking Negatively About the Union. What More Can We Expect When the Vote Starts?**

Management wanted us to vote over a year ago under antiquated NMB rules and with an administration that was decidedly unfriendly towards labor. Does this mean there is any truth to AFA wanting to vote in a more politically advantageous environment? Absolutely. Elections in our country are consequential and after years of concessions, bankruptcy, and consistently heavy-handed decisions coming down against front-line employees, it would be irresponsible for us to follow management's timeline and hurt our chances of a contract with Delta.

As the Railway Labor Act clearly defines, we expect "laboratory conditions," or neutrality on the part of management during our election. Having said that, we would be remiss not to discuss a widely used tactic in the corporate world: Union busting.

It isn't a secret that Delta management retains the services of well paid anti-union consultants. While you won't see their attorneys walking the concourse talking to you about unions, their thumbprint is on anti-union material produced by management. In addition to blogs and posters, the upcoming campaign might experience:

- **An increase in pay or the promise of an increase in pay.** You may hear that a union isn't necessary for management to do what's right and bring a group up to "standard," or "parity." Current represented employees (NWA flight attendants) may be told that they can't receive pay increases until representation issues are resolved. While the contract maintains a level of pay and benefits, AFA is always ready to discuss wage improvements for flight attendants who are living under drastic pay cuts from bankruptcy. Of course, we want wages and benefits to be defined in a contract so what comes so easily is not so easily taken away ...
- **Meetings, meetings, and more meetings.** While they may simply look like a time to gather and share information and mingle with executives, countless meet-and-greets are usually designed to display the direct access we have to corporate leaders. AFA-represented flight attendants know that the union is not a barrier to their supervisor or even to corporate leaders. With a union, ideas and feedback shared with leaders comes with accountability. Contractually, management must keep flight attendants "in the loop" about certain business decisions. We firmly believe that flight attendants would prefer a seat at the table to negotiate fair wages and work rules than a few free drinks and promises during a representational campaign. Remember: Delta management has said they would bring flight attendants pay to "industry standard" by 2010. That estimation recently changed to "by the end of 2010." If a union wasn't necessary to pay more, what is the hold up? Do we believe that flight attendants will receive a decent and livable pay structure that is fitting of the world's largest carrier without a contract?
- **The "Third Party."** To some extent, this has already started. It's interesting that some management

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leaders refer to AFA as some nebulous, faceless entity. Aren't over 7,000 of their newest "family" members part of AFA? Management will bring up union dues and tell flight attendants that the Union is only out for their money. The reality is that AFA is all of us. We are the union. Elected AFA Officers at NWA are flight attendants representing their membership. AFA at Delta will be all the Delta flight attendants, just as we are at Northwest. This is another instance where neutrality would serve the company well. After winning the election, AFA will be the collective bargaining agent for the Delta flight attendants. We will work with management to develop a joint contract for the combined group. As is the case with our pilots represented by ALPA, we believe this merger and company will be a great success, not in spite of, but because of democratic, participatory union representation.

### **Delta Says That Our Scope Provisions No Longer Apply ...**

In a memo dated 29 October 2009, Delta management announced its plans to integrate flying in spite of the hard-fought and dearly bought Scope provisions contained in the NWA-AFA Collective Bargaining Agreement (CBA).

Given the immediacy of the Company's timeline, AFA-CWA stands ready, willing and able to discuss an interim agreement containing creative and positive solutions to the clash between their plans and our CBA in a manner that protects the rights of both the Northwest and Delta flight attendants. While any interim agreement would still keep the two groups separate because we have different work rules, etc., it would provide a way of going forward in a manner that would be satisfactory to all stakeholders without violating our CBA and necessitating AFA to take action.

In addition, on November 10, the Delta AFA-CWA Campaign Coordinating Committee offered Richard Anderson the prospect of an immediate election which would, among other things, allow Delta to move forward expeditiously with the operational integration of the airline. Once the representation election is completed, Delta and NWA Flight Attendants will be able to negotiate a new, combined agreement together with Delta management, and merge the seniority list. Per AFA Constitution and Bylaws, all AFA members, both Delta and NWA, would have the opportunity to vote on any new combined Agreement. Only then, once there is a ratified new Agreement, would we all fly together.

You may hear from management about protracted negotiations that will go on for years and inhibit us from flying together at all. We have no reason to believe that this will be the case. We can realize the benefits of this merger to the advantage of all parties involved, as exemplified by the amazingly quick negotiations by NW/DL pilots and Delta. Indeed, their industry-leading contract was negotiated and ratified in mere months.

While we are all excited about the new routes and the prospect of flying with our Delta colleagues, the Company's plans as currently stated are a direct violation of important provisions of our CBA. *Please see the attached flyer related to Section 1, Scope.*

**What Do I Do About Supervisors Telling Us Not to Vote? If I Suspect a Situation to Be Outside the Voting Rules, Can It Be Documented?**

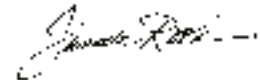
Familiarize yourself with our legal rights during representational elections. Please visit the official Delta-AFA website at [www.deltaafa.org](http://www.deltaafa.org) and click on **Our Legal Rights** at the left side of the screen.

### Management Interference During Union Organizing Campaigns Is Illegal

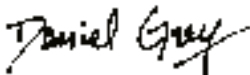
The Railway Labor Act (“RLA”) is the federal statute that governs labor relations in the railroad and airline industries. One of the primary purposes of the RLA is to guarantee employees the right to organize and select a bargaining representative without “interference, influence, or coercion” by the airline, its managers or representatives.

Once combined, the Delta flight attendants will number around 20,500, nearly 30% of the Delta workforce – an impressive number, to be sure. With a legally binding contract, management is accountable for the promised changes in our work rules and compensation. With your informed support and active participation during this election season, we will defuse the divisive rumors; we will remember that any gifts and promises at a time when management seeks to persuade us can never replace an equal voice at the table; and we will remember that we will not be bullied out of our legal right to vote. As flight attendants and as union officers, we are committed to maintaining a voice in the decision-making process that directly impacts our work group: We are committed to maintaining union representation at Delta.

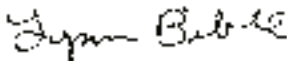
In Solidarity,



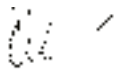
Janette Rook, MEC President




Daniel Grey, MEC Vice President




Lynn Bible, MEC Secretary/Treasurer



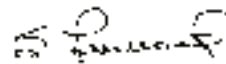
David Carter, President, LEC 90 ATL



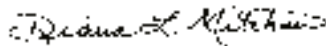
Joshua Zwick, President, LEC 91 NYC



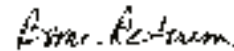
Robert Cannatelli, President, LEC 92 BOS



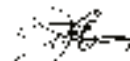
Shawn Fivecoat, President, LEC 93 MEM



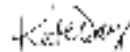
Diana Mitcham, President, LEC 94 DTW



Bruce Retrum, President, LEC 95 MSP



Jay Hong, President, LEC 96 SEA



Kate Day, President, LEC 97 SFO



Les Meeks, President, LEC 98 LAX



Dave Tadlock, President, LEC 99 HNL



***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. Illustration below shows the lines of latitude and longitude within which foreign national flight attendants may fly per our Agreement).

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.

***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 “Successor ship” 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?”***

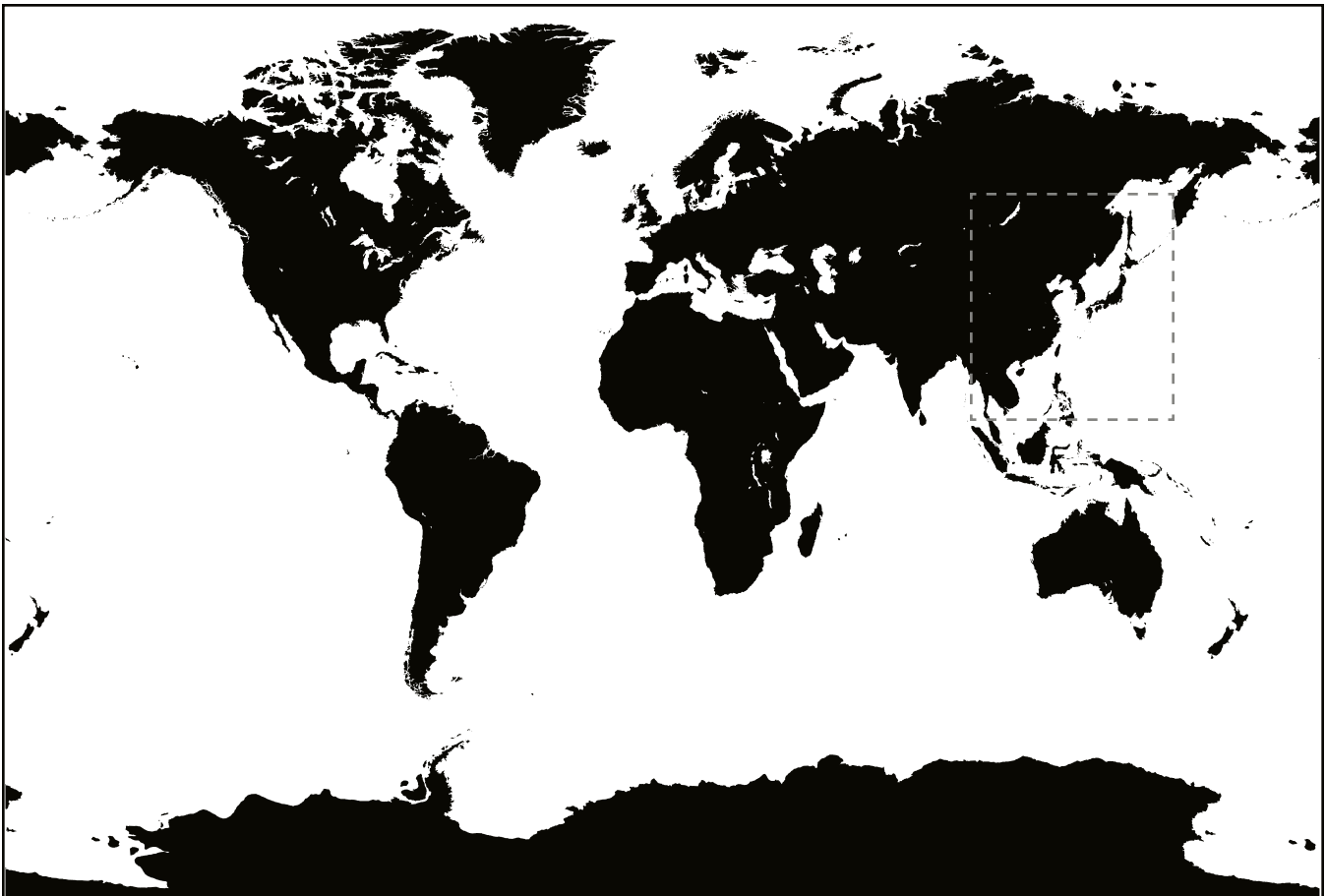
YES. Delta is the legal successor to our contract. Our Successorship language continues to protect our rights and guarantees that Delta must abide by the Northwest Flight Attendant Contract for Northwest Flight

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.



*Box over Southeast Asia illustrates lines of latitude and longitude within which the Pacific Division cabincrew are permitted to fly, per LOA 6 of the Collective Bargaining Agreement. (Lines are for reference only and not intended to be geographically accurate.)*