



Internal Memorandum

Date: October 26, 2007
To: Delta Flight Attendants
From: Joanne Smith, Senior Vice President –
In-Flight Service and Global Product Development
Subject: Seniority Protection Policy

In September we shared with you Delta's Board-approved Seniority Protection Policy. A copy of this policy was printed in lounges and also sent to your homes.

This policy is important to all Delta flight attendants and represents a significant milestone in our continued commitment to protecting Delta people and the unique culture we have long shared.

Attached is a specially formatted copy of the policy for you to include in your FlyRight handbook. The policy will also be included in Delta's HRPM.

Thank you for all that you do.

A handwritten signature in cursive script that reads "Joanne Smith".



Internal Memorandum

Date: September 10, 2007
To: Delta Frontline US-Based Flight Attendants and Ground Employees
US-Based Merit Employees
From: Mike Campbell, EVP, Human Resources & Labor Relations
Subject: Mike Memo: Delta Board Approves Seniority Protection Policy

Richard Anderson, our CEO and Ed Bastian, our President have obtained a written commitment for legal seniority protection for frontline US-based employees from our Board of Directors. I want to tell you what it means to you.

During Richard's and Ed's visits with employees over the past few weeks, one of the recurring questions is whether we plan to merge with another airline. Also, with Richard's appointment as CEO there has been speculation from the news media that this was an indication that we are planning for a merger. We all have said clearly and publicly that we have no plans for a merger. We want to make Delta a strong, standalone airline so that, if and when there is industry consolidation, we are going to make sure we are in control of our future. And whether or not it ever happens, we wanted to be able to avoid distractions by emphasizing what Jerry Grinstein and other Delta leaders have promised for some time, that we will protect our people and provide for their best interests as we make business decisions.

Richard and Ed have taken that long-standing Delta promise, and asked Delta's Board of Directors to put it in writing and endorse it as official Delta corporate policy. In the August Board of Directors meeting they presented to the Board a proposal to reaffirm the commitment to provide seniority protection for US-based Delta frontline people if we were to ever enter into a merger or similar transaction. Our Board approved it wholeheartedly. It is now an official Board-approved policy and commitment. It includes this statement:

Delta will not agree to or consummate any merger or similar transaction with another carrier unless either (1) Delta, in accordance with its past practice, is able to work with the affected employee groups to merge seniority lists to protect each group's reasonable pre-transaction expectation and contributions, or (2) the other carrier agrees, as an irrevocable condition of the transaction, to provide for binding seniority integration procedures for Delta employees and the corresponding groups at the other carrier under sections 3 and 13 of the Allegheny-Mohawk Labor Protective Provisions.

Mike Cambell Memo, continued

What does this mean?

- Contrary to the rumors and speculation, we have no plans for a merger or similar transaction.
- We won't enter into a merger or similar transaction with another airline unless Delta has protection for our people.
- This policy is a legal commitment that ensures fair and equitable seniority protection.
- Think of it as an insurance policy. You may never need it, but you have it for peace of mind.

A full copy of the document is attached, along with some answers to questions you may have. You can also talk to your supervisor, or check out the Employee Connection on DeltaNet.

With your help, we are working to make Delta an undisputed leader in customer service, operational performance and financial strength and stability, so that we will control our own destiny. Protecting our special Delta culture is good business and good policy.

Thank you for making Delta a Great Place To Work.

Seniority Protection Policy

Seniority Protection Policy

Approved by the Board of Directors of Delta Air Lines on August 29, 2007

There has always been a very special relationship between Delta and its people. A significant aspect of this relationship has been Delta's history of protecting its people in the event of mergers or similar transactions. For our frontline Delta people, this includes recognition and protection of your seniority. We do not want there to be any confusion or doubt, and therefore are restating our longstanding commitment to you.

It is Delta's commitment, for all frontline, non-contract Delta employees based or domiciled within the United States or its territories, that:

Delta will not agree to or consummate any merger or similar transaction with another carrier unless either (1) Delta, in accordance with its past practice, is able to work with the affected employee groups to merge seniority lists to protect each group's reasonable pre-transaction expectations and contributions, or (2) the other carrier agrees, as an irrevocable condition of the transaction, to provide for binding seniority integration procedures for Delta employees and the corresponding groups at the other carrier, under sections 3 and 13 of the Allegheny-Mohawk Labor Protections Provisions, which are set out below:

Seniority Protection Provisions:

Section 3. Insofar as the merger affects the seniority rights of the carriers' employees, provisions shall be made for the integration of seniority lists in a fair and equitable manner, including, where applicable, agreement through

collective bargaining between the carriers and the representatives of the employees affected. In the event of failure to agree, the dispute may be submitted by either party for adjustment in accordance with Section 13.

Section 13 (a). In the event that any dispute or controversy arises with respect to the protections provided herein, which cannot be settled by the parties within 20 days after the controversy arises, it may be referred by any party to an arbitrator selected from a panel of seven names furnished by the National

Mediation Board for consideration and determination.
The parties shall select the arbitrator from such panel
Seniority Protection Policy, continued

by alternatively striking names until only one remains, and he shall serve as arbitrator. Expedited hearings and decisions will be expected, and a decision shall be rendered within 90 days after the controversy arises, unless an extension of time is mutually agreeable to all parties. The salary and expenses of the arbitrator shall be borne equally by the carrier and (i) the organization or organizations representing the employee or employees, or (ii) if unrepresented, the employee or employees or group or groups of employees. The decision of the arbitrator shall be final and binding on the parties.

(b) The above condition shall not apply if the parties by mutual agreement determine that an alternative method for dispute settlement or an alternative procedure for selection of an arbitrator is appropriate in their particular dispute. No party shall be excused from complying with the above condition by reason of having suggested an alternative method or procedure, unless and until that alternative method or procedure shall have been agreed to by all the parties.