

The MEC Grievance Committee would like to update you on a few issues which are of importance to everyone. First, you should know that a grievance initiated by LAX AFA Council 98 President Les Meeks was recently settled in favor of the Union.

The grievance challenged the Company's recent change to the wording in the Flight Attendant manual in Sec. 120.10.10 regarding the responsibilities of all flight attendants in regards delivering UM/UADT's to a waiting adult in the gate area.

The Company had removed the word "If" from the beginning of that sentence, implying that it was now our specific responsibility to deliver UM/UADT's to an adult in the gate area, as well as check and verify ID's in order to sign over the escorted party to a waiting adult. Indeed, in discussions with the Company over this issue, it was clear that their expectations had changed in regards to this issue.

The grievance charged the Company with a violation of our Section 1 Scope provisions by assigning additional duties to flight attendants off of the aircraft. In addition, as was discussed with the Company in settlement discussions, it is impractical, and almost impossible at best, to charge flight attendants with being solely responsible for the performance of these duties. Many times, our schedules prevent us from being able wait in a gate area till the responsible adults are identified, ID's checked, and paperwork signed off.

Eventually, the Company agreed with the Union's position, and has agreed to re-insert the word "if" back into the sentence in 120.10.10 as follows "If FA delivers UM/UADT to waiting adult:" The impact of this is that the Company's expectation is that the flight attendant now has a choice of whether or not to deliver the UM/UADT to a waiting adult in the gate area, depending on whether or not your schedule permits you to engage in that activity. Many thanks are due AFA Council 98 LAX President Les Meeks for pursuing this issue.

In other areas of interest, you should also be aware that the AFA has filed an MEC grievance over the fact that Inflight managers are beginning to show up for trips and participate as a working crew member during the course of that trip. Of course, many of you know about Sr. VP Julie Shower's recent trips. The Company, however, has decided to go beyond merely asking the Union to allow a senior management official the opportunity to see our workplace up close and personal.

NWA has now decided that it would be a good idea for a full range of upper Inflight management to come out and work on the carts with us. The problem with that idea is the fact that the managers are performing duties which are contractually reserved for flight attendants on the NWA AFA System Seniority list. The MEC grievance which was filed on September 3 of this year charges the Company with violating our Section 1 Scope provisions by allowing non-seniority list managers to perform flight attendant duties inflight and on-board the aircraft. We will keep you up-to-date on how this grievance progresses.

In other grievance related news, the AFA has scheduled an arbitration date with arbitrator Fred Horowitz on December 10th and 11th in order to arbitrate the MEC grievance which was filed late last year alleging that the Letters of Agreement which NWA entered into with the ALPA in 2007 which resulted in among other things, increased pay for flying above 85 hours, constitute a violation of the AFA Letter of Agreement 35.

LOA 35, which was LOA 29 in the “Green Book”, is essentially a “me-too” agreement, which is to be used for the purpose of enabling the AFA to participate in any modifications of any other Union agreements on the NWA property which result in improvements to pay or working conditions which have the effect of reducing the Company’s so-called “take”, or concessions, which are valued on an annual basis for each employee group.

This issue is fairly complex, so look for more updates in the future as we try to make clear the AFA’s position in regards to this MEC grievance.