



June 17, 2008

*Below is a continuation of our Merger Q&A series.*

*Please visit [nwaafa.org](http://nwaafa.org) for a complete list of previously answered questions.*

## Merger: Questions & Answers

*Question 30: There are rumors out there that we would have to reapply for our jobs with Delta, since this is what happened to the Pan Am flight attendants when Delta acquired them. Is this true?*

*Answer:* There has been no indication that Delta has any plans to force Northwest flight attendants to re-apply for their jobs with Delta. The Pan Am deal was different in that Delta was only acquiring a small part of the former Pan Am operation. Here, Delta executives have stated publicly that they plan to merge the two operations, and have stated that they anticipate no involuntary layoffs for frontline employees. Having said that, we didn't win the first representation vote at Delta, and if we don't win the second vote that will take place when the merger is completed, we will immediately lose union representation: there will be no union and no contract to enforce. Delta management will be free to do what it wants with every flight attendant, just as it is now free to change policy at will for Delta flight attendants.

*Question 31: When we merge seniority lists with Delta, what happens if two classes started on the same day? How will the two individual classes be combined?*

*Answer:* Seniority merger committees typically break such a tie by using birth dates. Our MEC is currently in the process of appointing merger representatives for the seniority integration process provided for in the AFA-CWA Constitution and Bylaws. (Please visit our website "Committees" page for details.) But if we don't have a combined group of flight attendants represented by AFA-CWA after a merger is approved, and if Northwest and Delta flight attendant representatives can't decide how to solve this type of problem in a merged system seniority list, the case will go to arbitration. A "fair and equitable" decision will be made by an independent arbitrator, as described in federal seniority integration legislation (H.R. 2764, SEC. 117. LABOR INTEGRATION – Omnibus Budget Bill).

*Question 32: Weren't Richard Anderson and Delta management interfering in a union representation election and isn't that illegal?*

*Answer:* On our website, you'll find photos taken at Delta's Inflight offices ([http://www.nwaafa.org/docs/DL\\_Anti-Union\\_Campaign\\_Photos.pdf](http://www.nwaafa.org/docs/DL_Anti-Union_Campaign_Photos.pdf)). You can see from these pictures there is nothing "neutral" about the way Delta management treated this representation election—executives were and are singularly driven to prevent our union from becoming a part of the merger process, from having a voice at the bargaining table, from fighting for job protections for both Delta and Northwest flight attendants.

The Representation Manual available online from the National Mediation Board does not list examples of what might constitute election interference or what would be supported by the Board as verifiable allegations of such interference. However, its "Frequently Asked Questions" webpage states, "[t]he NMB has found election interference where the carrier: conducts improper surveillance of employees; interrogates employees; discharges or disciplines employees; confers benefits on employees, and; solicits or collects ballots." According to the NMB manual, "[a]llegations of election interference must state a prima facie case that the laboratory conditions were tainted and must be supported by substantive evidence. Allegations of election interference not sufficiently supported by substantive evidence will be dismissed."

AFA-CWA activists, including Delta and Northwest flight attendants who participated in airport Visibility Campaigns across the country, have collected "substantive evidence" of election interference. This includes photographs of Delta management physically standing between flight attendants, preventing them from speaking to one another about the vote process, incidents of harassment by supervisors, outright lies told to flight attendants to mislead them about the right to vote, and not-so-subtle surveillance. Delta executives pressured Inflight supervisors to "win" this election by suppressing the vote. Some supervisors handled that pressure better than others.

Delta executives clearly realize that if our union represents their flight attendants, too, it will mean a loss of control for Delta's executives in executing this merger—

why else would they fight so hard to keep the union out, even risking violating the Railway Labor Act to do so? They have never had to negotiate with flight attendants; with no union and no contract, all they have ever done is give orders and issue memos. Without AFA-CWA to contend with, they can maintain that oligarchic status quo.

NMB procedure provides for an election to continue as scheduled, with “allegations of election interference only [to be considered] after the tally, except in extraordinary circumstances.” If the NMB finds interference did exist, it can order a number of actions, including a rerun election. Rest assured that we are prepared to exercise all measures available to us under the law to pursue remedies for management’s voter suppression tactics during the Delta representation election.

*“Executives...are singularly driven to prevent our union from becoming part of the merger process.”*

*Question 33: Why hasn’t the National Mediation Board issued a strong warning to Delta executives?*

*Answer:* Under NMB procedures, most charges of election interference are not addressed until after the election is over, absent “extraordinary circumstances,” as cited above. With the NMB currently dominated by anti-labor appointees, the Board has taken an increasingly narrow view of “interference,” and of the rights of workers generally. Management conduct that had been considered election interference for decades is now overlooked or ignored by the current Board’s majority. Finding management conduct to constitute “extraordinary circumstances” is even less likely for a Board so committed to siding with airline management. Nevertheless, AFA-CWA attorneys have filed formal charges and will continue to press the NMB to address management’s voter suppression tactics for what they are: illegal interference.

*Question 34: AFA-CWA spent a lot of time and effort on the Delta representation campaign. What does Delta’s union representation vote have to do with me?*

*Answer:* Having Delta’s flight attendants represented by our union before a merger is complete was our first line of defense in protecting our contract. If we had come into a merger as a union-represented workforce, with both groups of flight attendants represented by AFA-CWA, it would have been one less hurdle towards our goal of an improved contract. Also, with an already established seniority integration policy (per AFA-CWA’s Constitution and Bylaws), we could avoid the division in our group that merging operations has caused in past consolidations. As it stands now, we have another chance to represent Delta in a merger. We will participate in a combined representation election if and when a merger is approved by the Department of Justice and the NMB determines that Delta and Northwest have met the crite-

ria to be considered a “single transportation system.”

*Question 35: If AFA-CWA wins the second representation election, how exactly do workrules in a combined contract get hammered out for the group?*

*Answer:* AFA leaders at each airline appoint a merger negotiating committee with equal representation from both groups. Working with a professional negotiator and other attorneys, consultants and staff, this committee meets with company negotiators to begin negotiations for one contract covering the combined workforce. This process typically starts with a transition agreement that spells out how airline operations will be handled in the interim, while the new contract is being negotiated. At Northwest, we already have contract provisions that will apply to that interim period, for example a “fence” provision that will keep the operations separate until the merged agreement is in place.

A separate seniority integration committee, again with representatives from both groups, will simultaneously initiate the seniority integration process under AFA’s Constitution and Bylaws (protecting our full, current bidding seniority). By policy, once the seniority list is merged, AFA does not turn that list over to management until there is agreement on a contract. In this way the ability to implement the merged seniority list serves as an incentive for management to keep contract negotiations moving because executives cannot realize the full value of the merger until we allow them to implement the merged list. This is exactly what is happening now at ALPA—without a merged seniority list, management will be unable to reap the rewards of consolidation. They must continue to negotiate with the pilots for viable seniority integration, or executives and shareholders will not benefit from this merger.

Negotiations in a merger proceed much like any other negotiations. What’s unique about merger negotiations is that we have an opportunity to try to achieve the best of both worlds while negotiating the combined contract. It’s not a question of which group has it better as a starting point; the goal of merger negotiations is to combine the best things from each group – pay, benefits, work rules – and win improvements that will produce a tentative agreement the members can approve.

Once a tentative agreement is reached, it first goes to the MEC for approval and then to the members of the combined workforce for a democratic ratification vote.

*Question 36: Who will negotiate that new contract and is there some kind of law that says the controlling management has to bargain expeditiously? It seems like this could go on for years, as it has at US Airways/America West.*

*Answer:* As discussed above, if our union wins the representation election at Delta, the flight attendants will be represented in merger negotiations by a committee selected by the union leadership at both airlines. The company will be represented by the management of the merged or surviving airline (Delta management in this case). There is no particular legal requirement for ex-

peditions negotiations, but some transition agreements spell out an expedited schedule for merger negotiations. If management – motivated by the need to obtain the full revenue and cost advantages of a merged operation – is willing to work with us on the improvements we need, the process could go quickly and smoothly.

***“The only thing that will guarantee Delta does not outsource international flying is the same thing that prevented Northwest from doing it: a strong, enforceable union contract.”***

Of course, it’s important to note that we only get the opportunity to negotiate improvements and the details of how a merger will affect us if we win the representation election for the combined group. If our union does not win the election that will be held at the time

of the merger, then there will be no negotiations. Our contract and our union representation will end immediately if we lose that second election. After that, Delta executives would be free to change our pay, benefits and work rules any way they might wish.

***Question 37: Now that there’s federal legislation regarding seniority list integration, how does that work if we have a union, or if we don’t? Don’t we end up with “date of hire” anyway?***

***Answer:*** The seniority merger legislation (H.R. 2764, SEC. 117. LABOR INTEGRATION – Omnibus Budget Bill) was adopted by Congress after an intensive lobbying effort by AFA-CWA, to provide a “floor” or minimum protection for seniority. Prior to this law there was no legal protection for seniority, which led to unfair results – like thousands of senior TWA flight attendants being stapled to the bottom of the seniority list at American.

If both work groups in a merger are represented by the same union, the law explicitly recognizes that the union’s merger policy has jurisdiction. So, if we all vote to keep AFA-CWA at the time of the merger, then our full, current bidding seniority will be protected under our merger policy in our union’s Constitution and By-laws (C&B). If both groups are not in the same union, or if both groups are unrepresented at the time of the merger, then the minimum protections of the new law kick in, and seniority would be integrated on the basis of a “fair and equitable” standard.

H.R. 2764 is based on Sections 3 and 13 of the Allegheny-Mohawk Labor Protective Provisions (LPPs). It doesn’t guarantee date-of-hire protection, but it does provide for final and binding arbitration if the two groups cannot agree on how to integrate the seniority lists. An arbitrator, independent of the company or the union, is selected from a list provided by the National Mediation Board and hears both sides of the seniority

integration case. The law recognizes that if one or both groups is not represented by a union, they can still avail themselves of the arbitration process, but it would be at the group’s own expense.

While Delta executives are hinting that one group might get a better result under the system established by the new seniority merger law – instead of AFA-CWA’s date-of-hire policy – don’t fall for management’s propaganda. The US Airways pilots thought they would do better under a “fair and equitable” arbitration decision just like in the new legislation. But when their case was heard they actually ended up losing seniority. The seniority integration language in our Constitution and Bylaws is much better. As the US Airways pilots are finding out, once an arbitrator issues a final-and-binding ruling, it’s next to impossible to do anything about it, even if seniority is unfairly taken away.

***Question 38: Richard Anderson has given his word in front of Congress that there won’t be any involuntary layoffs of frontline employees. This is the same Richard Anderson who tried to outsource our jobs in the early ‘90s. What would prevent him from putting this plan into place again if we lose our union?***

***Answer:*** Delta and Northwest executives have been very careful when they have spoken about the impact of the merger on employees. They have avoided saying there will be no involuntary layoffs; they have said they don’t anticipate any layoffs of frontline employees as a direct result of the merger. They leave themselves an out, saying that other factors like the rising cost of fuel could result in layoffs.

Mr. Anderson likewise has attempted to skirt the issue of outsourcing. For example, Delta recently published a piece attacking AFA-CWA for suggesting that outsourcing is a real threat, and claiming that Delta never outsources. The only problem with that statement? It is false. When Delta acquired Pan Am it also acquired Pan Am’s foreign national flight attendants. There were foreign nationals based in Tel Aviv, Warsaw, New Delhi and Mumbai. In fact, the Mumbai flight attendants were the last to go after U.S.-based Delta crews began non-stop flights from NYC to BOM.

To say that Delta does not outsource international flying is not true. Delta is simply not outsourcing international flying at this time. And, of course, many of the Northwest executives who fought us for the right to outsource our flying worked with or were hired by Mr. Anderson when he was here at Northwest. The only thing that will guarantee Delta does not outsource international flying is the same thing that prevented Northwest from doing it: a strong, enforceable union contract.

***“The goal of merger negotiations is to combine the best things from each group – pay, benefits, work rules”***

## Got questions? Get answers!

AFA-CWA leaders want to know what's on your mind. Now, [questions@nwaafa.org](mailto:questions@nwaafa.org) is the best way to get accurate answers to the merger questions everyone's talking about. We will feature two questions per week, which will appear in a special Merger Q & A email. If the facts are important to you, send us your questions today. We'll use the most common and most illuminating questions to help everyone comprehend the issues surrounding a potential merger. Call **888-3-NWA-AFA** or **800-424-2401** (press 1, then 170#) for weekly hotline updates. Sign up to receive union emails at [www.nwaafa.org](http://www.nwaafa.org).



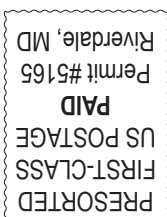
## Brace for IMPACT!

The MEC Member Engagement Committee has launched a new team of member advocates, **IMPACT** (Informed Membership Participation & Activism Communications Team).

**IMPACT** Leaders will serve as informed member advocates while flying the line. **IMPACT** Leaders will provide current and factual information to the membership and deliver feedback from the members to the Member Engagement Committee. This input will then be passed to officers or committees in order to keep a finger on the pulse of the membership and address questions and concerns. Nothing can replace one-on-one, member-to-member communications. **IMPACT** Leaders will be assigned ten fellow Flight Attendants to call and keep informed as part of a system-wide phone tree. As an **IMPACT** Leader, you are the conduit through which this dialogue between the members and officers is maintained.

We will be providing **IMPACT** Leaders with brightly colored bag tags and lanyards that will identify them to members as informed member advocates. In our communications, Flight Attendants will be advised that they are welcome to approach an **IMPACT** Leader to ask questions, receive information and offer feedback.

If you are interested in becoming a member of **IMPACT**, please contact our Member Engagement Committee:  
**IMPACT@nwaafa.org**



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