

**LETTER 40**

**Subject: AMC/CRAF Flying**

LETTER OF AGREEMENT

between

NORTHWEST AIRLINES, INC.

and

FLIGHT ATTENDANTS

in the service of

NORTHWEST AIRLINES, INC.

as represented by

ASSOCIATION OF FLIGHT ATTENDANTS – CWA, AFL-CIO

This AGREEMENT is entered into by and between Northwest Airlines, Inc, a Minnesota Corporation (the "Company") and the Flight Attendants in the service of Northwest Airlines, Inc., as represented by the Association of Flight Attendants – CWA, AFL-CIO (the "Union").

WHEREAS, The Company was advised by the U.S. military in January, 2003 that it would require AMC/CRAF operations to certain Middle East locations, and further on March 20, 2003, that it would require some AMC/CRAF operations that entail scheduled (live-live) working flight segments from the staging area to and from the theater of operations.

NOW, THEREFORE, the following is agreed:

**This Letter of Agreement shall serve to replace the AMC/CRAF Operations Letters of Agreement dated January 31, 2003 and March 19, 2003. It is understood by both parties that the following provisions shall apply only to the Middle East AMC/CRAF Operations and shall remain effective only for the duration of the current Flight Attendant Agreement signed June 17, 2007, unless amended or specifically incorporated into a subsequent Agreement.**

In recognition of the government's request, the parties agree to the terms incorporated from the January 31, 2003 Letter of Agreement as follows:

1. Flying designated as AMC/CRAF flying to the Middle East shall be offered for bid and assignment through the Open Flying provisions of the Flight Attendant Agreement, except that patterns which contain flying from a staging area into the final theater of operation, or which contain a duty period in which the maximum scheduled on-duty period has been extended as specified in paragraph 3., below, will be voluntary for both lineholders and reserves. Whenever possible, AMC/CRAF flying shall be available for bid during the normal monthly bid process. When operationally and economically feasible, AMC/CRAF flying will be distributed to the extent practical among the Flight Attendant bases.
2. For purposes of this Agreement, AMC/CRAF flying will not be combined with non AMC/CRAF bid patterns or positions offered in the monthly bid process as required for the scheduled operation. However, it is understood that Flight Attendants engaged in non AMC/CRAF flying are subject to rescheduling to operate AMC/CRAF flying in accordance with the terms of Section 6 of the Flight Attendant Agreement and the "volunteer" provisions of paragraph 1., above.
3. The parties agree that the maximum scheduled on-duty period shall be as provided in Section 5.B.6. as required to accomplish aircraft and crew movement from the destination back to the staging area. The application of the extended duty scheduled duty limitations is subject to the following conditions:
  - a. Shall be limited to on-duty periods that contain only one (1) scheduled working flight segment, except as provide in paragraph 9., below;
  - b. For on-duty periods scheduled thirteen hours (13:00) or less, the required minimum rest to break an on-duty period shall be the applicable international or intercontinental rest;
  - c. For on-duty periods scheduled greater that thirteen hours (13:00), scheduled and actual rest shall as provided in 5.B.6.d.3. (a), (b), & (c) of the Agreement except that in no case shall the scheduled rest period (release to report) be less than the scheduled number of hours on duty the previous duty period;

- d. In the event any of the on-duty periods for any of these trips exceeds sixteen hours (16:00) actual on-duty, the following pay shall apply to flight time within the duty periods described below in accordance with Section 5.B.6.b. of the NWA/AFA Flight Attendant Agreement;

<u>Duty Period</u>	<u>Pay</u>
Greater than 16:00 hours and up to 18:00 hours	1½ times incentive rate
Greater than 18:00 hours and up to 20:00 hours	2 times incentive rate
Greater than 20:00 hours	3 times incentive rate

Such pay shall apply, regardless of whether or not the Flight Attendant works, deadheads, or ferries one or all segments contained in a duty period as described in paragraph 1., above. No Flight Attendant shall be required to exceed the actual on-duty limitations as provided in Section 5.B.6.b. of the Agreement.

- e. In no case shall a Flight Attendant be required to exceed the actual on-duty limitations, as provided in Section 5.B.6.b., except in a case in which the flight deck crew is able to continue in order to remove the aircraft and crew from the theater of operation, the Flight Attendant crew will continue as long as the continuation is in a ferry or deadhead capacity, or as provide in paragraph 9., below; and
- f. In the event a duty period to or from the theater of operation contains more than one (1) working segment, the Purser shall coordinate on-board rest periods on the unplanned working segment to provide the maximum rest period possible for each crew member. In no event shall the on-board rest be less than two hours (2:00).
4. For all AMC/CRAF patterns awarded, pattern guarantee provisions of the Agreement shall apply.
5. For AMC/CRAF flying that involves international flight segments, the Company shall establish a Purser position in accordance with Section 9.A.2. of the Flight Attendant Agreement. Award and assignment of such Purser positions shall be governed by the procedures in Section 6 of the Flight Attendant Agreement and the "volunteer" provisions of paragraph 1., above.

6. While there are no current specific training or qualifications required for AMC/CRAF flying, and while not currently required, it is understood that Flight Attendants participating in such flying have in the past, and may in the future, be required to be briefed on the use of "hazard suits" and or "gas masks". Every effort shall be made to accomplish such briefing on the aircraft and/or during the reporting period. In cases where this is not possible, the briefing shall be conducted in such a way as to be least disruptive to the normal layover period of the crew. However, such briefing shall not be conducted during a period of minimum rest as established in paragraph 3., above. The Company shall keep the Union informed on the method, location and timing of such briefing.
7. The Company has established procedures to allow for the bidding and preferencing of AMC/CRAF flying through the CENTRY system and shall again notify all Flight Attendants via a system wide "must read" e-mail message of such procedures. It is understood that due to the nature of AMC/CRAF flying, Flight Attendants bidding or preferencing such patterns are subject to a higher possibility of rescheduling, including delayed return to base. Every effort shall be made to educate Flight Attendants on the requirements of this flying. Any associated loss of scheduled, credited time shall be subject to pattern guarantee provisions of the Agreement.
8. The Company provided insurance benefits set forth in Section 29 of the Agreement shall continue in effect for all Flight Attendants engaged in such AMC/CRAF flying. The War Risk Life Insurance in the amount of \$100,000 as set forth in Section 29.F.5. of the Agreement (subject to any applicable exclusions and limitations) shall apply to Flight Attendants who are engaged in AMC/CRAF flying.

The parties agree to the following terms incorporated from the March 19, 2003 Letter of Agreement as follows:

9. When required by the U.S. military, certain AMC/CRAF patterns with duty periods containing flight segments from the staging area to the theater of operations and returning to the staging area may be constructed with working segments in both directions (example, AMS-KWI-AMS). Such patterns shall continue to be voluntary as specified in paragraphs 1., above, and 15., below.
10. Rest at the staging area following the completion of a duty period as described in paragraph 9., above, shall be no less than twenty-four hours (24:00) release-to-report.

11. It is understood that the loading of military equipment, baggage and passengers from the theater of operations station may take longer to accomplish than a similar flight which was scheduled to be a ferry flight. As such, when required by the military in order to accomplish a specific mission, duty periods as described in paragraph 9., above, may be scheduled and/or rescheduled as the needs of the military operation may require. In no case shall such duty period as described in paragraph 9., above, be scheduled and/or rescheduled in excess of the scheduled on-duty limitations provided in Section 5.B.6. of the Agreement.

12. In the event any of the on-duty periods for any of these trips exceeds sixteen hours (16:00) actual on-duty, the following pay shall apply to flight time within the duty periods described below in accordance with Section 5.B.6.b. of the NWA/AFA Flight Attendant Agreement:

<u>Duty Period</u>	<u>Pay</u>
Greater than 16:00 hours and up to 18:00 hours	1½ times incentive rate
Greater than 18:00 hours and up to 20:00 hours	2 times incentive rate
Greater than 20:00 hours	3 times incentive rate

Such pay shall apply, regardless of whether or not the Flight Attendant works, deadheads, or ferries one or all segments contained in a duty period as described in paragraph 1., above. No Flight Attendant shall be required to exceed the actual on-duty limitations as provided in Section 5.B.6.b. of the Agreement.

13. For duty periods constructed as provided in paragraph 9., above, in order to provide for on-board crew rest:

a. The crew complement shall be as follows:

- (1) When operated with a 747-200 or 747-400 aircraft, no fewer than sixteen (16) Flight Attendants.
- (2) When operated with a A330-300 aircraft, no fewer than ten (10) Flight Attendants.
- (3) When operated with a A300-200 aircraft, no fewer than nine (9) Flight Attendants.
- (4) When operated with a 757 aircraft, no fewer than seven (7) Flight Attendants.

b. The following seats shall be blocked exclusively for crew rest:

- (1) When operated with a 747-200 aircraft, the upper deck of the aircraft shall be reserved exclusively for crew use.
- (2) When operated with a 747-400 aircraft, no fewer than eight (8) seats shall be reserved in the upper deck of the aircraft.
- (3) When operated with a A330-200 or A330-300 aircraft, no fewer than five (5) seats in the first or business class section.
- (4) When operated with a 757 aircraft, no fewer than four (4) seats in the first or business class section.

c. It is understood that the Purser/LFA shall be responsible for the establishment of uninterrupted crew rest periods in accordance with Section 8.B. of the NWA/AFA Flight Attendant Agreement.

14. A Flight Attendant who works both segments in a duty period as described in paragraph 9., above, shall not be scheduled and/or rescheduled to a second (2<sup>nd</sup>) such duty period prior to obtaining his/her specific consent.

15. CRAF flying operated under the terms of this Letter of Agreement shall be voluntary and no Flight Attendant shall be involuntarily assigned or reassigned to CRAF flying. Reserve Flight Attendants shall have the right to refuse a CRAF pattern assignment or reassignment.

Agreed to on this 2nd day of September, 2009

FOR NORTHWEST AIRLINES, INC

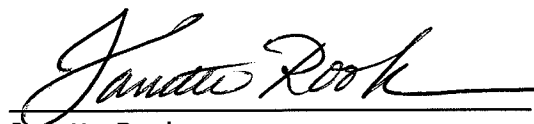
FOR THE ASSOCIATION OF FLIGHT  
ATTENDANTS – CWA, AFL-CIO



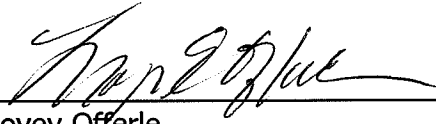
Michael J. Becker,  
Executive Vice President  
& Chief Operating Officer - NWA



Patricia A. Friend  
International President, AFA-CWA



Janette Rook  
MEC President, AFA-CWA



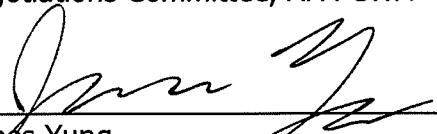
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Lovey Offerle  
Negotiations Committee, AFA-CWA



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Negotiations Committee, AFA-CWA



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