

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

ASSOCIATION OF FLIGHT)	
ATTENDANTS-CWA, AFL-CIO,)	
501 3rd Street, NW)	
Washington, D.C. 20001)	
)	
Plaintiff,)	
)	
v.)	Case No.
)	
DELTA AIR LINES, INC.,)	
1030 Delta Blvd.)	
Atlanta, Georgia 30320)	
)	
Defendant.)	

COMPLAINT

This case arises from Delta Air Lines’ infringement of the collective bargaining rights of over 7,000 former Northwest Airlines flight attendants. Plaintiff AFA is the certified representative for these employees, who have become Delta employees as a result of its merger with Northwest. Flight attendants who were employed by Delta before the merger are not currently union-represented. But the entire flight attendant workforce, comprised of both the former Northwest flight attendants and the pre-merger Delta flight attendants, will soon vote in a single election to determine union representation. As that election draws near, Delta is increasingly unwilling to resolve disputes with AFA despite its statutory obligations to do so pending completion of the

election process. Delta is now breaching AFA's collective bargaining agreement with increasing regularity, giving rise to numerous disputes between the parties that the Company refuses to resolve informally. The increased number of these disputes alone overburdens the parties' formal dispute resolution processes. But additionally, Delta has sharply reduced the number of its employees assigned to deal with issues arising under AFA's agreement. Now overwhelmed, the few Delta employees tasked with handling AFA's disputes have largely shut down the lines of communication. Instead of addressing workplace issues with AFA as required under the RLA, Delta has been holding conferences related to flight attendant working conditions with internal employee groups. Comprised solely of individuals Delta selects, these representatives do not have any protected bargaining status under the law. But AFA does, and Delta is legally obligated to honor the contractual provisions that AFA members bargained for.

1. AFA hereby states the following claims against Delta Air Lines under the Railway Labor Act ("RLA"), Sections 2, First, Second, Third, Fourth, Sixth, Seventh, and Eighth, and Sections 6, 203, and 204. 45 U.S.C. §§ 152, First, Second, Third, Fourth, Sixth, Seventh, and 156, 183, and 184. AFA requests injunctive relief compelling Delta to abide by the requirements of the RLA, as well as monetary relief and punitive damages.

Jurisdiction and Venue

2. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. §§ 1331 and 1337 because it arises under provisions of the RLA, 45 U.S.C. §§ 155-188, a federal statute regulating interstate commerce.

3. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391 because Defendant Delta is subject to personal service in this judicial district and/or operates its business in this district.

Parties

4. Plaintiff AFA is an unincorporated association organized for the purpose and objective of acting as a labor organization within the meaning of Section 1, Sixth, of the RLA, 45 U.S.C. § 151, Sixth. AFA is headquartered in Washington, DC. At all times relevant to the matters complained of herein, AFA has been and is the certified bargaining representative for the craft or class of flight attendants formerly employed by Northwest Airlines, Inc. (“Northwest”) and now employed by Defendant Delta Air Lines, Inc. (“Delta”).

5. Defendant Delta is a Delaware corporation and air carrier maintaining its business headquarters in Atlanta, GA. Delta is a “common carrier” within the meaning of Section 201 of the RLA, 45 U.S.C. § 181, and is therefore subject to the provisions of the RLA.

Factual Background

I. The Northwest-Delta Merger

6. On or about April 14, 2008, Northwest and Delta reached an agreement to merge, with Delta agreeing to acquire Northwest. Upon receiving government antitrust approval for the transaction, Delta acquired all of the ownership interests in Northwest on October 29, 2008. Thereafter, Delta and Northwest took a variety of measures to

integrate their previously separate airline operations, and Delta obtained its FAA Single Operating Certificate on December 31, 2009.

7. AFA has served as the certified bargaining representative for the craft or class of flight attendants employed by Northwest Airlines since July 2006. Northwest flight attendants have been union-represented for 62 years. AFA and Northwest are parties to a collective bargaining agreement (“CBA”) that does not become amendable until December 31, 2011.

8. Section 1 of the CBA includes a provision entitled “Successors,” which states: “This Agreement shall be binding upon any successor including, but not limited to, any merged company or companies, purchaser, assign, assignee, transferee, administrator, receiver, executor and/or trustee (hereinafter ‘successor’), of the Company which acquires ownership and/or control of all or substantially all of the equity securities and/or assets of the Company.” Section 25.A states “The Company agrees that if it disposes of its operations as a whole, it shall require the acquiring corporation to assume this contract and the Union hereby agrees that such corporation may be substituted for the Company.”

9. Immediately following the merger, Delta continued to recognize and treat with AFA as the certified representative of the Northwest flight attendants, as required under Section 2, Ninth of the RLA, 45 U.S.C. § 152, Ninth. In addition, Rule 19.7 of the National Mediation Board’s (“NMB”) Representation Manual provides that existing union certifications remain in place after an airline merger. The NMB is the government agency granted jurisdiction to resolve disputes concerning the determination of airline

employees' union representative. Delta also continued to apply the terms and conditions of the CBA, as mandated by the RLA and the terms of Section 1 of the CBA.

10. From the outset, Delta's legal position, however, has been that it is not legally obligated to adhere to the CBA, and instead has merely chosen to abide by contract's provisions on an interim basis in the interests of an orderly transition during the merger.

11. Delta's flight attendant workforce is currently comprised of approximately 12,931 non-contract employees and 7,189 former Northwest employees covered by the AFA contract.

II. Upcoming Representation Election

12. On July 1, 2010, AFA filed an application with the NMB for an investigation of the representation of the combined Delta and Northwest flight attendant group. In the context of representation disputes arising from an airline merger, the NMB first determines whether the two airlines have combined to form a single transportation system, and then, if they have, may hold an election among the system-wide craft or class of employees to determine which organization, if any, will be certified as their collective bargaining representative. Pending the outcome of that determination, existing NMB certifications remain in effect. NMB Rep. Manual § 19.7.

13. On August 17, 2010, the NMB issued its ruling that Delta and Northwest operate as a single transportation system with respect to the flight attendant craft or class. A formal showing of interest by AFA and an election will occur sometime in the near future. In its written decision, the NMB stated that "the parties are reminded that existing

certifications remain in effect until the Board issues a new certification or dismissal.”
Northwest Airline, Inc./Delta Air Lines, Inc., 37 NMB 323 (2010).

14. If AFA prevails in the election, it will be certified to represent the entire craft or class of approximately 20,120 Delta flight attendants. Until then, it represents only the pre-merger Northwest flight attendants employed by Delta.

15. Another employee group recently held a representation election at Delta in the wake of the merger. On August 10, 2010, the NMB ruled, however, that Delta had unlawfully interfered with employees’ free choice of union representation to such an extent as to warrant re-running that election. *Delta Air Lines, Inc.*, 37 NMB 281 (2010).

III. Delta’s Numerous and Intensifying CBA Violations

16. Though Delta’s official stance was always that it was not legally obligated to follow the CBA after the merger, the Company generally complied until relatively recently, when its contractual breaches have noticeably intensified. Now, Delta routinely violates the AFA contract in ways both big and small.

A. Health and Safety Violations

17. Some of Delta’s breaches pose concerns about flight attendant health and safety. First, for example, Section 22 of the CBA requires that whenever flight attendants are exposed to contaminants in the aircraft cabin they be provided a Material Safety Data Sheet (“MSDS”) to facilitate any necessary treatment. Yet Delta has so far refused to address the intermittent presence of airborne toxins in its aircraft cabins during flight, and has not provided the MSDS as required. Flight attendants and passengers have inhaled unidentified fumes and suffered tremors and difficulty breathing, requiring oxygen and

further medical treatment. Delta has not disclosed the source of the toxic fumes, nor even the status of its own investigation.

18. Under Section 22, Delta is required to work with AFA's Safety, Security and Health Committee to identify and resolve flight attendant health and safety issues. However, Delta has refused to meet with AFA or resolve AFA's grievance on the issue of exposure to toxic fumes.

19. Delta also prohibited AFA from communicating with flight attendants about this issue through their employee mailboxes. This is the basis of yet another grievance brought by AFA under Section 23, which requires that the Union be allowed access to those mailboxes to distribute publications.

20. Section 22 also requires Delta to consult with AFA's Northwest Master Executive Council ("MEC") President "prior to the introduction of new aircraft interior designs or configurations related to flight attendants' working and crew rest areas." But the Company has modified the service equipment in the galley while demanding new system-wide in-flight service and operating procedures, and did so without warning, without a phase-in period, and without collaborating with AFA. Aside from being an unlawful violation of the CBA, these sudden changes compromise the safety of in-flight service.

21. Delta is also required under Section 22 to make reasonable efforts to standardize the locations of safety and emergency equipment on each series of aircraft. But Delta now flies 29 aircraft configurations, each with different fire, emergency, and service equipment located in different parts of the cabin. The situation is exacerbated by

the fact that Delta is also assigning flight attendants to fly on more than three different aircraft configurations during a single shift, in violation of the contractual limit of three configurations during a shift. Thus, in a single shift, flight attendants are forced to work on numerous types of aircraft with substantially different emergency equipment.

B. Scheduling, Layover, and Hotel Violations

22. A flight attendant's work schedule bears no resemblance to that of an employee who typically works 8 hours a day and 40 hours a week. A flight attendant is assigned a flight schedule each month which is usually comprised of multiple-day trips, requiring flight attendants to layover in hotels between the last flight of one day and the first flight of the next day. Over the 62 years that flight attendants have been represented at Northwest, they have succeeded in negotiating many contract provisions which relate to scheduling, from setting the number of hours of rest between shifts to the number of hours that a flight attendant can remain on duty to the kind of schedule that flight attendants will be assigned. Indeed, scheduling provisions are critical to, and in most instances determine, the quality of a flight attendant's work life.

23. Delta has increasingly made unilateral changes in terms of flight attendant scheduling. Sections 5, 6, and 7 of the CBA provide rules on how flight attendants may be scheduled, which take into account, for instance, extended duty rest issues, minimum layover rest, rescheduling protocol, reserve assignments, and reserve tracking requirements. But recently Delta has begun imposing its own scheduling policies and procedures on AFA members, which violate numerous CBA protections.

24. Delta has, for example, unilaterally shortened the amount of rest time provided to flight attendants both between on-duty shifts, and after “extended duty” international routes, to the absolute minimums allowed by law. This specifically violates CBA Section 5, which provides an increased rest period after any international flight scheduled over 13 hours on duty (e.g. 52-hour rest period after working a 26-hour round trip to Tokyo). Under Delta’s approach, flight attendants are afforded only an 11-hour rest period.

25. Section 27 of the CBA requires that the Company tape all telephone conversations between Crew Scheduling and flight attendants and provide the tapes to the Union upon request. This provides the Union with a record in case a dispute should arise regarding communications with Crew Scheduling. But for a period while scheduling violations were on the rise, Delta ceased honoring AFA’s requests for taped conversations, thus inhibiting the Union’s ability to protect its members from CBA violations.

26. Delta’s handling of hotels has become another source of multiple contract violations. Section 4 of the CBA addresses layover issues, including lodging accommodations, and requires that the MEC President be notified at least 30 days prior to the airline contracting with any new provider. But Delta has been changing layover hotels without notifying AFA-represented flight attendants, who arrive from the airport after a long day or night of work only to find that they do not have a room reservation, in some cases further diminishing the rest periods Delta has already reduced.

C. Pay Violations

27. Other of Delta's contract breaches similarly diminish flight attendant working conditions. For example, without warning Delta stopped abiding by the prescribed method for issuing pay under Section 25 of the CBA. Delta is required to issue monthly pay in two installments: the first paycheck amount must be exactly half of a flight attendant's total monthly base pay regardless of the amount of time on duty during the first half of the month; the amount of the second check is the total monthly base pay, plus any adjustments for premium pay, minus the amount of the first check.

28. Without notice, Delta abandoned the agreed method, and began issuing checks that included two weeks of base pay and any upward or downward adjustments for that period only. But this method does not reflect the fact that flight attendant work schedules are based on hours worked in a month -- not a week. Their schedules rarely entail steady time on-duty throughout the month, often including clusters of long duty days and overnight trips. This means that if a person's schedule includes more flying in the second half of the month than in the first, he or she now receives, under Delta's new approach, lower pay the first period, making it difficult to budget effectively over time.

29. Delta has also repeatedly violated Section 24 of the CBA pertaining to the deduction of dues from payroll checks. The contract plainly specifies that dues are not to be deducted for flight attendants who are on leave. Nevertheless, Delta frequently does so in violation of the agreement.

30. When a payroll error is made in the computation of flight attendant's pay, CBA Section 25 and past practice require that corrected pay be issued within five days.

Now violating this simple requirement, Delta issues correction pay either by waiting to include it in the next pay period or by mailing a separate paper check that can arrive up to one month later.

D. Meet and Confer, and Information Request Violations

31. Delta has refused to negotiate with AFA in required contexts as well. Section 5 instructs that when a new aircraft type is used for extended duty flying, the Company shall meet with AFA and confer in an effort to agree on the minimum number of crewmembers to be on board such flights. But Delta has assigned AFA members to extended duty flights on aircraft not covered by the CBA without first conferring with AFA on the flight's crewmember staffing.

32. Under Section 8, the introduction of any new aircraft type or configuration to be used for international flights above a certain duration also specifically requires the Company to meet and confer with the Union on appropriate onboard crew rest seats. Delta has violated this duty, scheduling AFA-represented flight attendants to work such flights without conferring with AFA either initially or upon AFA's subsequent request.

33. Section 20 of the CBA requires Delta to meet in good faith with AFA concerning the creation and appointment of "Special Assignment Flight Attendant" ("SAFA") positions, which are not covered under the CBA. Delta is required to obtain the MEC President's written approval before creating any new SAFA position, and must furnish AFA with information on the appointees and the job functions they will perform. Delta, however, has not consistently provided AFA with required information on SAFA hiring, despite continual requests by the MEC President.

34. Delta has also not provided information to which AFA is entitled under Section 1 of the CBA. That provision requires Delta to provide to the Union, upon request, information and data reasonably necessary to monitor the Company's compliance with various contract provisions. But when AFA recently invoked this provision and submitted requests to Delta for data on its flight attendant work force, the Company's response was that such data is not necessary and the Company will not provide it.

E. Scope and Representation Violations

35. Delta managers are flying increasing numbers of trips as flight attendants. In so doing, these managers are taking away work from flight attendants. In some cases, managers fly trips without prior notice and without the ability of flight attendants to bid on the work. Under Sections 3 and 6 of AFA's contract, and past practice, only individuals on the union seniority list may perform flight attendant work, which, of course, excludes managers.

36. In a further attempt to impair AFA's ability to represent its members, Delta has also rescinded AFA's union pass travel privileges in direct violation of CBA Section 23 and past practice. These collectively-bargained travel privileges permit AFA officers on union business to travel in an assigned seat at no cost. These travel privileges facilitate the union's ability to deal with issues arising among flight attendants stationed at bases throughout the United States. Without union pass travel privileges, AFA representatives can only fly on a space-available basis or must purchase a ticket in order to guarantee a seat. Delta has refused to process a grievance filed by the Union over the

pass travel issue, claiming that the issue also involves a representation dispute within the jurisdiction of the NMB.

37. Overall, the number of contract grievances this year is on pace to double the number filed in the previous two years. In 2008, excluding discipline and termination grievances, there was a total of 58 contractual grievances. In 2009, there were 87 contractual grievances. This year to date, however, there are currently 121 contract grievances pending.

IV. Failing Dispute Resolution Procedures

38. The RLA sets forth certain procedures dictating how carriers and unions must address disputes over the application or interpretation of their contracts. In all cases, the parties must confer initially. If direct conferences fail to produce resolution, the dispute must be submitted to a formal grievance and arbitration process. RLA, 45 U.S.C. § 152, Second & Sixth, § 184.

39. The CBA at Section 27 provides a formal process for handling contract grievances. The process may be initiated upon written request by AFA. The Company must respond with its decision or contract interpretation within 15 days of receiving the request. AFA is entitled to three levels of review of the Company's decision: the first and second levels provide independent review by different individuals within the Company, and the third level of review is a hearing before the System Board of Adjustment. The System Board is an arbitration panel consisting of three members, one appointed by the company, one appointed by the union, and one neutral member.

40. Delta's conduct has effectively caused the break-down of the RLA-mandated mechanism for dispute resolution. First, when AFA asserts that its contract has been violated, Delta is no longer willing to resolve such matters informally. Instead, the Company now insists that AFA's sole recourse is to file a formal grievance.

41. While the volume of grievances mounts in response to the Company's increasing number of contract violations, Delta has sharply reduced the number of employees assigned to work with AFA regarding collective bargaining issues. Prior to the merger, at the highest level within Northwest, there were at various times four or five Labor Relations officers assigned to work with AFA. There were three representatives in the Company's Division of Contract Compliance available to address AFA concerns, as well as contact individuals in other key departments including scheduling, human resources, and benefits. Another individual was also specifically designated to handle investigations related to disciplinary actions against flight attendants. In addition to these system-wide contacts, AFA could raise concerns with any flight attendant supervisor at the base-level.

42. In the wake of the merger, many of the Northwest managers with whom AFA had dealt in the past, including Labor Relations personnel, left the Company. Accordingly, in late June 2010, AFA requested that Delta provide an up-dated list of management contacts. Responding nearly a month later, Delta named four system-wide Company representatives (all of whom perform various other job functions at Delta) in place of the dozens of company-wide contacts previously available to AFA. In addition, Delta named eight contact persons at the base-level, with six of these persons assigned as

the sole contact for a single base and the other two serving as contact for two bases each. For example, in the case of the Detroit base, one person is now assigned to handle labor relations issues for approximately 3,000 flight attendants stationed there.

43. Not only has Delta assigned a woefully insufficient number of management employees, but when AFA has directed issues to the designated contact persons, some have been largely unresponsive.

44. Due to Delta's understaffing and refusal to resolve contract disputes informally, the grievance system has become overburdened and unable to function effectively. Although Delta continues to slowly process a few grievances through the system, the Company now simply chooses which handful of grievances it will acknowledge and ignores the rest.

45. In the face of the mounting number of grievances, Delta has also dramatically reduced the number of System Board hearings held in the past year. In both 2007 and 2008 the parties allocated 24 System Board hearing dates, all 48 of which were subsequently scheduled for grievance hearings. Some hearings were ultimately canceled ahead of time due to some other resolution, but all such cancellations were by mutual agreement of the parties. That practice continued through April 2009: all 11 hearing dates up to that point in 2009 were scheduled with grievances and no unilateral cancellations occurred.

46. But then Delta began to cancel hearings without AFA's consent. From June 24, 2009, through July 21, 2010, the parties had 18 sets of hearing dates. Of those 18, there were 10 where Delta either unilaterally canceled the arbitrations prior to

hearing, or it refused to schedule any grievances for hearing. The result is that 56% of the System Board hearing dates were scuttled in that period due to Delta's unilateral action, in contrast to 0% of dates lost during the previous two and one-half years due to Company-only cancellations.

47. In addition, Delta has simply refused to arbitrate several grievances by claiming that they raise representation issues over which the NMB has exclusive jurisdiction. For example, AFA filed a grievance under Side letter 35 of its CBA. Side Letter 35 was negotiated during Northwest's bankruptcy and specifies that, for the life of the concessionary contract, all work groups will continue to contribute the same level of savings as each originally agreed to in bankruptcy. AFA asserts that the Company breached Side letter 35 when it substantially increased the pay and benefits of Northwest pilots in conjunction with the merger. Delta's assertion that the NMB has jurisdiction over such disputes is legally baseless. In fact, in May 2009, the Company arbitrated before the System Board a similar grievance under Side Letter 35.

48. By way of all these tactics, Delta is seeking to thwart AFA's ability to redress contractual breaches impacting its membership, with the apparent object of making the union appear ineffectual in the run-up to the union-representation election.

V. Substitution of Delta-Chosen Employee Representatives in the Place of AFA

49. While narrowing AFA's contact with management, Delta has simultaneously chosen to deal with so-called "Employee Involvement Groups" or "EIGs" in place of AFA on a number of workplace issues. These EIGs are made up of flight attendants selected solely by Delta.

50. Delta has formed EIGs to address several important workplace topics. For example, Delta consults with a group formed to address health and safety concerns. At the same time, as detailed above, Delta has largely ceased to honor its contractual obligations toward AFA's Safety, Security and Health Committee.

51. While supplanting AFA working committees with EIGs, Delta has taken action to suppress and discredit the work of AFA committees. For example, when an AFA Air Safety Vice Chair, Gary Helton, raised concern in a letter to the Company over in-flight operational changes implemented without consulting AFA, he was reprimanded and threatened with further discipline in order to chill his ability to speak out about union and safety issues.

52. Hotel inspections are another area in which Delta has chosen to deal with its own EIG in the place of AFA. The AFA contract specifically provides for the formation of a Union Hotel Committee to participate in the selection of hotels for flight attendants layovers and to insure that lodgings meet the standards set forth in the CBA. At Northwest, the Committee participated in hotel inspections and was consulted on hotel selection.

53. In contrast, Delta's practice has been to conduct hotel inspections with its own EIG and the Air Line Pilots Association, the union representative for Delta pilots. The Company has excluded the AFA Hotel Committee from these inspections and the hotel selection process. Once a hotel has been selected by the Company in conjunction with these other employee groups, Delta may submit the selection to AFA for approval, but in some instances has contracted with the hotel even before receiving AFA approval.

COUNT I
45 U.S.C. § 152, First

54. RLA Section 152, First imposes a duty upon air carriers to “make and maintain agreements concerning rates of pay, rules, and working conditions, and to settle all disputes, whether arising out of the application of such agreements or otherwise.” 45 U.S.C. § 152, First.

55. Through its numerous unilateral changes to the CBA, Delta has violated its duty to maintain the CBA provisions concerning rates of pay, rules, and working conditions. Delta has also failed in its duty to settle all disputes both through its refusal to resolve disputes informally and through its inaction and unresponsiveness in the grievance process.

56. Delta’s unlawful contractual changes have been carried out willfully and in bad faith.

COUNT II
45 U.S.C. § 152, Second

57. RLA Section 152, Second requires air carriers and employee representatives to consider all disputes “with all expedition, in conference between representatives designated and authorized so to confer, respectively, by the carrier ... and by the employees thereof interested in the dispute.” 45 U.S.C. § 152, Second.

58. Delta’s refusal to informally resolve grievances or settle them without resort to arbitration violates the RLA duty to confer and resolve disputes with expedition.

COUNT III
45 U.S.C. § 152, Third

59. RLA Section 152, Third prohibits carriers from interfering, influencing, or coercing their employees' designation of representatives. 45 U.S.C. § 152, Third.

60. By holding conferences only with employees of the Company's own choosing rather than AFA, Delta is interfering with the collective right of former Northwest flight attendants to designate AFA as their representative.

61. Further, through the Company's systemic CBA breaches, failure to address AFA grievances and disputes expeditiously, and establishment of internal employee groups from which AFA is specifically excluded, Delta is attempting to influence and interfere with the designation of representatives by pre-merger Delta flight attendants.

COUNT IV
45 U.S.C. § 152, Fourth

62. RLA Section 152, Fourth prohibits carriers from interfering "in any way with the organization of its employees, or to use the funds of the carrier in maintaining or assisting or contributing to any labor organization, labor representative, or other agency of collective bargaining, or in performing any work therefor, or to influence or coerce employees in an effort to induce them to join or remain or not to join or remain members of any labor organization." 45 U.S.C. § 152, Fourth.

63. Delta is creating, maintaining, and assisting agencies of collective bargaining through the use of its own internal employee groups, with whom the Company treats concerning the rules and working conditions of flight attendants in place of AFA, the duly-authorized representative for pre-merger Northwest flight attendants.

64. By refusing to treat with AFA, Delta is interfering with employee organizing.

65. By impeding AFA's performance of its functions as a collective bargaining representative, and by inviting certain employees to participate in conferences pertaining to flight attendant working conditions, Delta has sought to influence and coerce employees not to join or remain members of an actual labor organization.

COUNT V
45 U.S.C. § 152, Sixth

66. RLA Section 152, Sixth requires carriers to confer with employee representatives over any dispute "arising out of grievances or out of the interpretation or application of agreements concerning rates of pay, rules, or working conditions" within ten days after receiving notice of the union's desire to confer. 45 U.S.C. § 152, Sixth.

67. Delta is refusing to confer with AFA as required with respect to disputes arising out of AFA grievances and Delta's mounting contractual breaches.

COUNT VI
45 U.S.C. § 152, Seventh

68. RLA Section 152, Seventh specifically prohibits carriers from changing "rates of pay, rules, or working conditions of its employees, as a class, as embodied in agreements, except in the manner prescribed in such agreements or in section 156." 45 U.S.C. § 152, Seventh.

69. Delta has repeatedly implemented unilateral changes to the rules and working conditions of the former Northwest flight attendants in violation of the RLA.

Moreover, Delta has rendered futile attempts by AFA to resolve such disputes through the contractual grievance procedure.

COUNT VII
45 U.S.C. § 156

70. RLA Section 156 requires 30 days' written notice of any intended change in agreements affecting rates of pay, rules, or working conditions, and a conference between the parties ten days after receipt of the notice.

71. Delta has implemented unilateral changes to the rules and working conditions of the Northwest flight attendants without following the RLA's procedures for altering agreement provisions.

COUNT VIII
45 U.S.C. § 184

72. RLA Section 204 imposes a duty upon carriers and represented employees to establish boards of adjustment to resolve disputes growing out of grievances or out of the interpretation or application of agreements concerning rates of pay, rules, or working conditions. 45 U.S.C. § 184.

73. Delta's numerous violations of the AFA agreement has led to an increase in grievances aimed at addressing the Company's breaches of and changes to flight attendant rules and working conditions. While insisting that issues must be resolved through the formal grievance process instead of informally, Delta has ground the work of the System Board to a halt at times through its frequent unilateral cancellation of hearing dates. Delta has also sharply reduced the number of its employees assigned to interact

with AFA. Thus, Delta has caused the grievance process to become overwhelmed, making it virtually impossible to resolve disputes.

Prayer for Relief

Wherefore, AFA respectfully requests that the Court grant the following relief:

- A. Enter an order enjoining: (1) Delta's ongoing breaches of the collective bargaining agreement; (2) Delta's use of internal flight attendant groups, committees, and meetings in which AFA is not invited to participate; and (3) Delta's refusal to abide by the dispute and grievance procedures required under the Railway Labor Act and as enumerated in the CBA;
- B. Enter an order awarding AFA compensatory and punitive damages;
- C. Enter an order awarding AFA its attorneys' fees and other costs associated with this action;
- D. Enter an order granting such further relief as the Court may deem proper.

Respectfully submitted,



Carmen R. Parcelli (Bar No. 484459)
Guerrieri, Clayman, Bartos & Parcelli, P.C.
1625 Massachusetts Ave., N.W., Suite 700
Washington, DC 20036-2243
(202) 624-7400
Fax: (202) 624-7420
cparcelli@geclaw.com

Dated: August 19, 2010

Counsel for Plaintiff AFA