

March 19, 2010 – Scope Hot Topics

Did our contractual Scope provisions sneak up on Delta executives? Of course not! The NWA AFA flight attendant Scope language was no surprise. Not only was Delta management aware of our legally binding Scope language - they [AGREED](#) to it as a condition of purchasing/acquiring/becoming the legal successor of Northwest Airlines. They entered into the merger agreement with full knowledge, weighing all the benefits and stipulations of the transaction and applicable executive and union contracts, and still determined it was in Delta's best interest to move forward with the merger with NWA. This blatant and planned violation of our Agreement does not mesh with Delta's Rules of the Road - in particular the one that states; *"Always Keep Your Deals"*.

When talk fails, union members have a legal contract and a process to defend it.

After AFA attempted on multiple occasions to resolve this dispute amicably with no result, we filed a grievance to address Delta management's current and planned violation of our [Section 1 Scope provision](#). This is not only our legal right, but it's a contractually negotiated dispute resolution process. For PMDL flight attendant perspectives on the value they place in a legally binding contract, click [HERE](#) to read the *"Ex-Supervisors' Message: Get it in Writing"*.

Has any trace or record of PMNW pilots been vaporized? Well, not only are PMNW pilots fenced/separated from PMDL pilots on some aircraft, but we all (both the union and the company) can identify each and every one of them. It's unclear why management negotiated a violation of our contract in their new joint agreement with the pilots. While management feels they can wiggle out of their obligations to us with some flimsy semantics about the pilots, we don't agree. *Perhaps management is concerned about the backbone of their case, since they took the odd step of filing a lawsuit to avoid presenting their case in front of an arbitrator.*

We proudly uphold our Scope. During NWA bankruptcy proceedings flight attendants were required to give up \$195 million/year in concessions. Every section of a contract has a monetary value attached to it and [Section 1 - Recognition, Scope and Job Security was valued at \\$60 million/year](#). We paid dearly and offered alternate cuts, to protect our Scope and ALL of our jobs for the future. In fact, we pay for that \$60 million in Scope protection **everyday** in concessions to our pay, benefits and work rules. In view of the fact that Delta Air Lines is of course "honoring" all the onerous concessionary obligations in our contract, the Company also has an obligation to honor every other section of our contract. Delta executives do not have the right to pick and choose which sections of a contract they will recognize or ignore.

» **Delta Acknowledges Legal Obligation to Our Contract**

- [MEC Letter to NWA CEO – Section 1 Obligation in a Merger](#)
- [Northwest Labor Relations Response to NW MEC](#)
- [Michael Campbell Letter to Labor Relations Acknowledging NWA / AFA Agreement](#)

» **More Scope Info**

- [December 2009 MEC Letter to Membership about Scope](#)
- [December 2009 Scope Q&A Flyer](#)
- [December 31, 2009 - The SOC & Our Scope](#)
- [February 17, 2010 – Cross Staffing & Scope](#)
- [March 9, 2010 MEC President's Letter – "Always Keep Your Deals"](#)
- [March 12, 2010 Special Scope Bulletin - AFA General Counsel Addresses Scope](#)
- [Be Prepared – Scope Means the World to Us](#)
- [And much more information can be found in the MEC e-news archives](#)