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Section 1 - Scope

The NWA Flight Attendant Agreement contains the best scope language in the airline industry. If you ever doubt it, consider the lengths to which NWA went to remove it for the contact and the price all NWA Flight Attendants paid to retain it.

Scope is the protection granted the Flight Attendants of NWA to be the only group that can do the job of Flight Attendant onboard NWA aircraft. It governs the ability to have foreign nationals onboard as well as where they can fly.

The language of this section is tied directly to the pilot seniority list. Whatever aircraft the NWA pilots fly - NWA Flight Attendants work the plane (provided there are passenger services offered on that aircraft). Consequently, no Flight Attendants are scheduled for freighter aircraft.

Section 1 - Scope - Successorship

Successorship is the portion of the NWA Flight Attendant Agreement which covers what happens to the group if the airline is sold, merges with another airline or has part of the airline sold off in pieces.

Again, the NWA Flight Attendants have the best contractual language in the industry for these types of business transactions. Basically, the NWA Flight Attendants come with whatever part of the airline is sold. If the whole airline is sold - all the Flight Attendants become employees of the new owner. If the airline merges with another airline - all the Flight Attendants come with the deal. If a portion of the airline is sold off - a portion of the Flight Attendants go to the new owner's operation.

Other covenants of this section include:

- Recognition of the Union during the transaction - and following if the Union is successful in winning that right in the representational election (more on that later).
- If the airline merges with another airline, the NWA Flight Attendants will be kept separate until the seniority list is integrated (more on that later).
- If the airline merges with another airline, and as long as the NWA Flight Attendants are kept separate, they will continue to work under the terms and conditions of their current agreement.
- Should the company sell off a portion of the airline (hubs, gateways, the Atlantic and Pacific markets are specifically addressed), a calculation will be done to determine how many Flight Attendants can transfer to the successor. This is based upon the staffing levels for the 12 months prior to the transaction and the type of aircraft which is involved.

Section 1 – Scope - LPPs

LPPs - or Labor Protect Provisions - are simply defined as protections given to the workers whose company has been bought or sold. The history of LPPs goes way back and were the result of the protections granted workers in the Allegheny and Mohawk airline merger way back in the 1960's.

LPPs provide specific rights and payments to workers impacted by the changes which result from mergers. These include:

- Fair and equitable seniority integration
- Transfer expenses

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The strength of the LPPs is measured by the lengths to which the terms of integrating seniority lists are outlined. Should NWA enter into a merger agreement with another airline, the seniority list integration process will go through a step by step process which will result in fair and equitable integration. Of course history has shown how "fair and equitable" is often interpreted by the individual and some folks would argue that the end result is neither fair nor equitable. However, the fact that the NWA Flight Attendants have LLPs address seniority integration provides that a process will be applied and any merged group will not be able to simply staple the NWA Flight Attendants to the bottom of the list.

This section is not easy to explain nor is it easy to comprehend its value. However, it's current inclusion in the NWA Flight Attendant Agreement is testimony to the foresight and wisdom - not to mention the sweat and sacrifice - of the Flight Attendants who proceeded the current corp.

Some historical reference should probably be laid out here:

As mentioned earlier, the LLP language first appeared in the Allegheny-Mohawk airline merger way back in the 1960's. The NWA Flight Attendants did not have this language in their contract until the early 1990s.

It was a predecessor airline which brought the concept into play. The Hughes AirWest Flight Attendants negotiated LPP language into their Agreement not long after the Allegheny-Mohawk merger. During the Republic/Hughes AirWest merger in the early 1980s, this language was instrumental in ensuring the resulting list was fair and equitable. Flight Attendants from each side of this argument would point fingers at the other that is was neither fair nor equitable. However, at the conclusion of the resulting arbitration (more on that later) a list was created and implemented.

During the contract negotiations which accompanied this merger, the LPPs were lost for the merged group. It was not until later - when the company was seeking financial assistance from the Flight Attendants (sound familiar?) that LPPs were again placed in the Agreement.

Fast forward to 1986 and the NWA/Republic merger. Again, the LPPs were implemented as a result of the merge and resulted in the process of integration called arbitration. Arbitration is a process by which a neutral party hears testimony from both sides of the argument and then renders a decision. During this hearing, each side presents their position. For the record - and added here for historical perspective, not political motives - the NWA representatives at the time wanted to place the Republic Flight Attendants at the bottom of the seniority list. The Republic Flight Attendants wanted to create a date of hire combination. Following the arbitrator's ruling, the list of combined date of hire with some restrictions placed on who could flight internationally for a period of time which expired.

The reason this ugliness is mentioned is not to rub anyone's nose in "it" - it is included to show how the group must look out for the whole when faced with these types of decisions. The Republic Flight Attendants had the experience that a date of hire list is the best way to integrate two work forces. The NWA Flight Attendants did not have that experience. I think you would find it very difficult to locate any one of the leaders of the NWA Flight Attendants at that time who would repeat that decision. However, you should agree that the resulting date of hire list is best all around and should be the goal sought in future transactions.

On more historical note: during the contract negotiations which accompanied the NWA/Republic merge, the LPP language was again lost. It was not until the concessionary contract negotiations in the early 1990s did they finally enter the NWA Flight Attendant Agreement.