BEFORE THE
U.S. DEPARTMENT OF TRANSPORTATION
WASHINGTON, DC

Application of	)	
	)	**Docket No. OST-2013-0204**
NORWEGIAN AIR INTERNATIONAL LIMITED	)	
	)	
for an exemption under 49 U.S.C. § 40109 and a foreign air carrier permit pursuant to 49 U.S.C. § 41301 (US-EU Open Skies)	)	

JOINT REPLY COMMENTS OF
THE ASSOCIATION OF FLIGHT ATTENDANTS-CWA,
THE INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS
THE TRANSPORT WORKERS UNION OF AMERICA AND
THE TRANSPORTATION TRADES DEPARTMENT, AFL-CIO

The Association of Flight Attendants-CWA (AFA), the International Association of Machinists and Aerospace Workers (IAM), the Transport Workers Union (TWU), and the Transportation Trades Department, AFL-CIO (TTD) submit this reply to comments filed in response to DOT's August 4 Notice ("Notice") requesting comments on the views expressed by DG MOVE on the meaning and applicability of Article 17 bis of the U.S.-EU Air Transport Agreement (ATA).

TTD also submitted a joint reply to comments along with the Air Line Pilots Association (ALPA) and the European Cockpit Association (ECA). This reply associates itself with and supports that filing, and provides additional thoughts.

For those of us who have been closely following Norwegian Air International's application with the DOT for an exemption and foreign air operator certificate, the comments filed in reply to the Notice provide a clear picture for what is at stake with this application and for the future of transatlantic aviation. The comments filed by NAI and its supporters are straightforward in how they believe Article 17 bis should be applied. In short: it shouldn't be, at least in any meaningful way.

This interpretation is inherently flawed, however, as detailed in comments filed by our unions, as well as those filed by ALPA, ECA, ETF, and several U.S. and European airlines. It is our contention that not only is Article 17 bis enforceable, and provides the legal basis for denying NAI's application, but that it is central to the spirit and intent of the U.S.-EU ATA. Indeed, the preamble to the 2010 Protocol amending the ATA states the broad goals of the parties: "opening access to markets and maximizing benefits for consumers, airlines, *labour* and communities on both sides of the Atlantic." (Emphasis added). Maximizing benefits to workers stands side by side with the other goals of the ATA.

Article 17 bis is the social provision designed to ensure that the spirit of the agreement, as it pertains to worker rights and benefits, is upheld as the ATA is implemented. The argument that Article 17 bis cannot be unilaterally used to deny an application under the agreement undermines the text of the provision, the spirit of the ATA and ignores the well stated intent of the parties when the agreement was signed. This intent is illustrated by the June 24, 2010 press statement of EC Commissioner Siim Kallas which says in part: "For the first time in aviation history, the agreement includes a dedicated article on the social dimension of EU-US aviation relations. This will not only ensure that the existing legal rights of airline employees are preserved, but that the implementation of the agreement contributes to high labour standards."

In this context, the claims by NAI on the applicability and enforcement of Article 17 bis are, at best, revisionist history. To support its claims NAI included in its comments a Joint Declaration by John Byerly and Daniel Calleja, who led the U.S. and European negotiating teams, respectively. The declaration claims that Article 17 bis was not intended to "provide a legal basis for unilaterally denying an application" under the agreement. However, as detailed in the joint reply filed by TTD, ALPA and ECA, this intention is being disclosed for the first time now – nearly four years later. This was not disclosed at any time during the negotiating process, and had it been, we would not have supported the agreement.

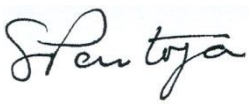
It is also important to note that Mr. Byerly did not disclose in the Joint Declaration that he is currently employed by NAI as a paid registered lobbyist to work on its behalf. As such, this statement of intent should be viewed by DOT not as that of a former government official, but rather as a paid advocate for NAI. We believe that the text of the agreement and the statements made by government officials when the agreement was signed provide a more accurate assessment of the intent of negotiators and the provisions embodied in the agreement.

At no point it its August 18, 2014 comments does NAI deny our assertion that its proposed business model would undermine labor standards. Nor does it deny that this business model violates the terms of Article 17 bis. The airline's argument is simply that Article 17 bis is not enforceable. As shown by our comments, as well as those filed by a diverse group of stakeholders on both sides of the Atlantic, that interpretation is false.

We urge DOT to uphold its legal obligation to enforce the U.S.-EU ATA in its totality, and deny NAI's application for a permit and exemption.

Sincerely,

Sara Nelson
International President
Association of Flight Attendants-CWA



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General Vice President
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CERTIFICATE OF SERVICE

We certify that we have, on this 18th day of August, 2014, served the foregoing document on the persons identified below by causing a copy to be sent by electronic mail:

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