

SKYword

# Storm Watch



# *StormWatch* is coming...

*volume four • issue three*

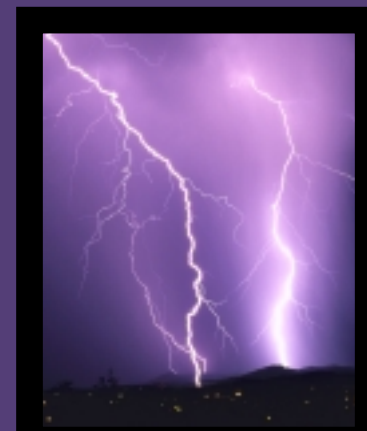
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the official publication of the association of professional flight attendants

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## President's Report



**John Ward**  
*APFA President*

# The Calm Before the Storm

Dear Fellow Flight Attendant,

It's springtime, and like the temperatures, our contract negotiations with American Airlines are also heating up. Although it might appear as if things are at a standstill – our last meeting with the Company was March 14 – this may well be the calm before the storm.

After adjourning our talks last month, the National Mediation Board (NMB) had indicated our negotiations would resume the first week of April. The NMB then postponed those talks, citing the need to deal with situations at other carriers, most likely Northwest and Delta, before focusing on us. In the Northwest situation, President Bush, based on the recommendation he

received from the NMB, had declared that a Presidential Emergency Board (PEB) be established in the dispute between Northwest Airlines and its mechanics, represented by the Airline Mechanics Fraternal Association (AMFA). With Delta, the NMB was preparing to release Delta and its pilots, represented by the Airline Pilots Association (ALPA), into a 30-day cooling-off period.

As Skyword goes to press, both Northwest and Delta have reached tentative agreements, which are now pending membership ratification. As a result of these settlements, it is highly likely our negotiations will soon take center stage and that, following our next round of talks with the Company, we will either reach an agreement on a new contract with

Management or be released into a 30-day cooling-off period soon thereafter. If, following the expiration of that 30-day period, we are still without a new contract, we are prepared to strike.

Now, more than ever, it is vitally important to remain informed. We will continue to provide you with regular updates through the use of the APFA HotLine and web site. InfoReps will also be a valuable source of information.

Reaching a negotiated settlement free of outside intervention should be, for both the APFA and Management, the preferred way in which to resolve this contract dispute. Whether or not this is possible, however, remains to be seen. For our part, we remain committed to continuing our efforts to do everything rea-

sonably possible and appropriate to reach an acceptable agreement. We hope that the Company is finally willing to substitute action at the table for rhetoric and to make the moves that are needed – and which should have been made months ago – to produce an agreement that meets your legitimate needs and expectations.

Thank you for your continued patience, trust and support.

In Solidarity,

A handwritten signature in black ink, appearing to read "John Ward". The signature is fluid and cursive, written over a white background.

John  
A

## Vice President's Report



by Jeff Bott,  
APFA Vice President

The month of February marked our first quarterly System Board of Adjustment for the year 2001. The February 2001 docket

# 1st Quarter System Board Report

had three cases that proceeded to arbitration. Arbitrator Susan Brown was the panel arbitrator for all three cases.

One case involved a Flight Attendant who had placed his luggage in a designated crew luggage area below a Flight Attendant operations area at DFW airport. He was a reserve Flight Attendant and had gone to check the computer prior to proceeding to employee parking.

His luggage was stolen from the luggage room during his brief absence. He filed a police report and listed a number of personal items in his luggage; however, the only items the Company was willing to replace were uniform items and Company issued luggage. The Company had taken the position that no personal items would be reimbursed. The Flight Attendant filed a notice of dispute and the case proceeded through the grievance machinery of Article 28. Despite numerous attempts to resolve the issue by APFA, the Company refused to provide compensation to the Flight Attendant for his personal items. APFA was aware of other similar situations where Flight Attendants had been compensated for personal items in

a non-precedent setting agreement, but the Company had decided to draw a line in the sand on this issue, stating that it was not responsible for stolen personal items.

The arbitrator heard all the facts of the case and decided that despite the fact that APFA had cited several cases where payment had been made, the cases were resolved in a non-precedent manner and could not be used to show a pattern of payment. Unfortunately, the con-

tract on its face [Article 5, page 20] specifically references that the Company replace only uniform items. Additionally, a key Company argument was that Flight Attendants leave their luggage in the luggage room on a voluntary and unprotected basis, the room is posted to that effect, and Flight Attendants always have the ability to take their luggage with them to the operations area and protect their personal belongings. It is likely that had the Company required us to use the luggage area, the arbitrator's decision would have been different. This case is another example of our employer's poor corporate policies.

Based on this decision, APFA urges all Flight Attendants to keep their luggage with them at all times in operations so this situation does not happen to you. Since management intends to take no responsibility for personal items or our luggage and will not specifically provide this information to you, I have informed the Company that APFA feels compelled to do so. In addition, although some of the operations areas are small, APFA expects no problems from management if Flight Attendants keep their luggage with them at all times as this was their argument in arbitration. If you are

instructed by management to use crew luggage areas, ask if you are being required to do so and obtain the manager's name. Please let your local APFA reps know of any such instructions.

I have spoken with Robin Dotson from Employee Relations and Jane Allen from Flight Service to express my concern over security issues surrounding this incident. In addition, since the Company has announced the purchase of new overhead bins for many of our aircraft, I have requested that locking bins for crew use be provided on all aircraft for Flight Attendants. The Company is reviewing my request.

Another case arbitrated involved a Flight Attendant who was issued a second step advisory for performance because she had observed a minor safety issue. She was cited for failing to report the issue to management even though she had accomplished all of her responsibilities properly. APFA argued that the discipline was too harsh based on this minor infraction and that her excellent job performance record and years of service along with the accomplishment of her required duties could not support this type of discipline. The arbitrator agreed and removed the second advisory for performance with the incident

being considered coaching and counseling. This is a clear example of the importance of an accurate personnel record in deciding a discipline case as well as the importance of the "just principle" cause I spoke of in last month's *Skyword*.

The third case involved the issuing of medical certificate requirements at the IMA base over the holiday period to support the payment of sick benefits. The APFA argued that the manner in which the Company had done this constituted a "blanket" requirement; by this I mean that high numbers of flight attendants were required to provide medical certificates, including flight attendants with no sick time or flight attendants who had perfect attendance prior to the occurrence during the holiday period. APFA felt that these actions by the Company and the criteria they employed was not only a violation of our contract, but also forced flight attendants into a doctor visit, causing a financial burden, just because the illness fell during a holiday period. This was a case that ties into our battles with the Company over punitive and aggressive actions regarding their attendance control policy. Due to the complexity of the case, we will have a decision shortly.

# Gaining Attention from Elected Officials: An Assault on the Hill

by the APFA Negotiating Committee

Congressional offices during the months of February and March are often filled with visiting constituents. Almost every association on the planet has its annual meeting and lobby day sometime during these eight weeks. Your APFA Negotiating Team was no exception. During the weeks between the December recess and our return to the table, a few members of our team, Robin Madison, Peter Day and Ray Baylis could be found on Capitol Hill. Even though it was extremely difficult during this busy time to ensure that APFA's message rose above the fray, we felt that our message was conveyed clearly.

By making it relevant, short and easy to understand, we made sure that APFA's message would not get lost in the shuffle. The members of both the House and Senate were provided with background material as well as our main message: our needs are relevant and must be dealt with soon. The staff of each congressman or senator was made aware of what kind of resources

APFA has available should they need them, including material that could be accessed on the web. APFA offered to be a part of the solution, a key player in the effort to fix the problems that confront air travelers today. As we explained to members of Congress, we share the air and the cabin with passengers; anything that helps passengers ultimately helps Flight Attendants.

Many of you will be surprised to learn that members of Congress and their staffs actually like to deal with people who have constructive, interesting, thoughtful things to say – even if they don't always agree with them. APFA found a warm reception from Democrats and Republicans in both Houses.

There are many upcoming decisions concerning aviation. The information APFA provided will be part of the process. We believe that Congress is more likely to adopt our position after careful evaluation of the facts. Fairly presenting the other side's argument and then explaining why we differ is the best way to build trust.

Snator Byron Dorgan, D-ND  
73 Hart Senate Office Building  
Washington, DC 2050

Dear Senator Dorgan,

I read with interest your comments concerning the "monopoly" of airline employees. I wonder why those who seem to know the least about the facts seem to have the most to say about them. As a front-line airline employee for 23 years, I can assure you that little has changed. It has always been a battle between those who have and those who have not. I have always turned to the Democratic Party in the belief that they work to help equalize the disparity between the two.

I don't challenge your right to better your life; why do you feel that you are qualified to pass judgment on what I feel is worth fighting for? May I suggest you take the time to review the grievances of the Flight Attendants at American Airlines. You might find that our position is not only fair but also long overdue. After being without a contract for more than two years, I discovered the 3.5 percent raise that American Airlines offered for the first year barely covered the inflation rate of the cost of food for one year. This is just one of many issues at stake. Rest assured that the Flight Attendants at American Airlines are prepared to do what it takes to reach an equitable agreement. Comments such as yours only result in giving corporate CEOs an unwarranted sense of security that they need not negotiate in good faith.

Perhaps labor unions need this kick in the pants to rally their troops and form a united front against those who seek to limit the voice of the people. I certainly hope your retirement package is better than mine.

Respectfully yours,  
Evelyne Miller  
114561,  
IDF

# Are You Mad Enough, Yet?

by Cheryl Walters, *Spokesperson for the Special Advisory Committee*

Since President Bush's statement vowing to temporarily block a mechanics' strike against Northwest Airlines and vowing similar intervention in other airline disputes by invoking a Presidential Emergency Board (PEB), I have become angrier and angrier. Have you?

President Bush said that he was particularly worried about the prospect of strikes. He is concerned about the impact of airline strikes on the economy; he was acting in the Northwest dispute to "protect the flying public"; he "intends to take necessary steps to prevent airline strikes from happening this year"; and he does not want the hard working people of the United States to have their travel and vacation plans interrupted in any way.

With all due respect, we say, "Wake up, Mr. President!" What about the hard working airline employees who haven't had pay increases for years and who cannot afford to retire, even though the airlines have been reporting record profits year after year?

Based on the actions and statements of the White House, our newly elected President of the United States has declared war

against the labor unions in the airline industry. Are you mad enough, yet? If not, you should be! Under the Railway Labor Act, the President of the United States always has the option of invoking a PEB against the parties; however, this option has been used only once in the past 30 years. In 1997, President Clinton intervened during the dispute between APA and American.

However, the White House now contradicts itself from former statements a few weeks earlier. The president stated he was intervening in the Northwest strike because the parties were reportedly \$1 billion apart, despite more than one hundred mediated sessions. White House sources went on to state that this action should not be misconstrued as precedent setting and should not be misinterpreted with regard to actions the president might take in the future with other airline union groups.

It's no wonder we are not making progress at the bargaining table with American these days! AAL is depending on the government to bail them out and invoke a PEB in order to drag this out a little longer. There is no incentive for negotiation and contract settlement. American is saving

approximately \$1.22 million a week by not settling this deal. And the Company is saving this amount on the backs of its employees who have gone three years without a pay increase, employees who have given over 30 years of service to this Company, just holding on, just hanging in there waiting for a deal, so they can afford to retire. Are you mad enough, yet? You should be!

Any wise, normally trusting employee would think the Company should desire to settle this deal, without further decline of employee morale and the possibility of future disruptions. Yes, we would think that. As we have stated in the past, we do not work for an employer who does the "right thing" because they should. We work for an employer who is very much involved day to day with profit margins. The only obvious concern of this corporation is how much money can be made for the executives and shareholders.

The egos of some of the executives at American are also at stake on a daily basis. Steps are constantly being taken to see how much larger we can grow and who is the biggest and who is the best That explains why

American upped the ante by \$242 million to win the TWA bid, which brought the TWA price tag to a grand total of \$4.2 billion (\$742 million cash, \$3.5 billion of debt). Management can clearly dig deeper in their very rich pockets for the TWA deal, but when it comes to settling the Flight Attendant deal, where's the money? APFA President John Ward has repeatedly reminded the public that the current union proposal is only \$200M above management's current offer.

As angry as we may be at the White House, our real anger should be directed at our employer. American Airlines doesn't have to wait to settle this contract. They could deliver a proposal to our Negotiating Team today that addresses the needs of our membership. The Company knows what it will take. Our team has told AA on more than one occasion. Despite the Company's continuing rhetoric that they wish to conclude the deal, to negotiate an industry-leading contract that will address the needs of the membership, their behavior at the Negotiating Table remains lacking in sincerity. The Company continues to play the game and drag it out. Our contract gains

have been held hostage for 2 @ years now. May 16, 2001 will mark the second anniversary APFA and AAL reached the tentative agreement our membership subsequently rejected. Two and one half years is too long!

As we await word of our future talks with the NMB, the most recent announcements of tentative agreements being reached by NW Mechanics and DL Pilots should bring us to the forefront. Meanwhile, APFA@s Negotiating Committee, along with a large group or representatives of our membership action committees and professional strategic advisors are creating a plan that will address the White House and any possible Presidential Emergency board.

Collectively, with a lot of labor experience and wisdom, we are developing a strategy to force American to a solution. Stay tuned, keep informed; the membership will be very much part of this solution!

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# Glossary of Terms and Topics

## **Railway Labor Act (RLA)**

The federal law that governs labor relations in the airline industry, the Railway Labor Act (RLA), is different legislation from the National Labor Relations Act, which governs most other industries in the United States.

The Railway Labor Act is designed to deal with the unique nature of the transportation industry. When it comes to labor disputes, the RLA calls for a process that includes a 30-day "cooling-off" period prior to a strike. Once that 30-day period is over, the RLA allows the parties involved to engage in "self-help." Striking is a form of self-help, and the RLA gives strikers options that aren't available to workers in other industries -- limited traditional strikes, intermittent strikes (CHAOS-type strikes) and traditional strikes. The Supreme Court of the United States has reinforced on a number of occasions the unique authority that the RLA grants to strikers.

## **National Mediation Board (NMB)**

The National Mediation Board is the federal body charged with administering the RLA. The NMB provides federal mediators

for negotiations and has complete authority in making judgments about if and when a 30-day cooling-off period can begin counting down to self help.

## **Cooling-Off Period**

This refers to the 30-day period that, by law, must precede self-help actions in the airline industry. A cooling-off period begins once the NMB declares that negotiations have reached an impasse and either party has declined binding arbitration.

During a cooling-off period, the NMB will call the parties back to the negotiating table in an attempt to resolve the dispute before the 30-day period ends. These negotiations are generally called "super mediation" and usually occur in the final days of the countdown so that the parties involved feel the pressure of the strike deadline.

## **Self-Help**

"Self-help" is the term the RLA uses to describe the actions that can be taken at the conclusion of a 30-day cooling-off period, if no agreement is reached. For management, self-help can come in the form of imposed work rules, replacement workers or a lockout.

For Flight Attendants, self-help means striking.

## **Imposed Work Rules**

When the 30-day cooling-off period expires, the Union is free to exercise self-help, and the Company is free to impose new rates of pay, rules and working conditions.

Generally, courts have allowed a company to impose only those rules and working conditions over which the parties had negotiated. For example, a company might impose a change in scheduling if the parties had negotiated over that issue. Remember, management can impose work rules that may be good (i.e., giving everyone a raise) or bad (i.e., reducing sick and vacation benefits, changing scheduling rules).

The imposed work rules can stay in effect until the parties negotiate a new agreement.

## **Replacements**

During a strike, a company is allowed to hire either temporary or permanent replacement workers to maintain its operation. Temporary replacements are hired for the duration of the strike and will be let go when the strike is over. Permanent replacements, on the other hand, are hired to fill the vacancies caused by the strike and are considered permanent company employees.



Permanent replacements cannot be hired in the event of a lockout.

When a strike is over and a striker makes an unconditional offer to return to work, the company must allow the striker to return. Returning strikers are entitled to fill any vacancies but cannot displace the permanent replacements.

If there are no vacancies, the striker must be offered the next available vacancy when it occurs. A company must maintain a list of strikers and offer them vacant positions before filling jobs with new hires or other employees. Whenever a striker returns, she/he retains her/his seniority.

### **Lockout**

Another tactic companies might employ is the "lockout." A lockout occurs when, at the end of the 30-day cooling-off period, the company literally locks out workers and prevents them from entering the workplace. The company can shut down its operations completely or it can hire temporary workers to fill regular employees' positions.

This drastic measure is rarely used during a labor dispute in the airline industry since it would be suicidal for an airline to shut down its operation, even temporarily. However, in the fall of

1999, Northwest elected to lock out its pilots and shut down the airline for two weeks. Closing down the airline proved very costly for Northwest. Locking out employees and hiring temporary replacements is disruptive and expensive since the replacements must be fired at the conclusion of the labor dispute.

Permanent replacements cannot be used during a lockout since it is the union and its members, not the company, who have the legal authority to decide whether or not to strike. If the company could hire permanent replacements after initiating a lockout, it would be, in essence, forcing employees out of work whether or not they wanted to strike.

### **Presidential Emergency Board**

In any strike situation in the airline industry, the possibility exists that the President of the United States may convene a Presidential Emergency Board in an attempt to resolve the strike.

If the president convenes a PEB, the right to strike is suspended and put into a new, extended 60-day period. During that time, the PEB will work to resolve the strike. At the end of the 30-day period, the PEB will issue its recommendations for settling the

dispute, which can be accepted or rejected by either side. If either side rejects the findings of the Emergency Board, a second 30-day cooling-off period begins, at the end of which either side may then initiate self-help.

There are no hard and fast rules as to when the president must convene a PEB. Generally, the president judges the strike's effect on national concerns such as national security and interstate commerce. Generally, a PEB is convened when the president judges that national concerns are being severely compromised as a result of a strike.

### **Rights of Strikers**

Once the 30-day cooling-off period ends and no agreement has been reached, all Flight Attendants are allowed to strike - including probationary Flight Attendants.

If you are asked to strike a flight or to strike for a day or a week, you will "withdraw" your services from the Company. Even after you've withdrawn your services, you remain an employee of the Company and cannot be fired or disciplined for exercising your legal right to strike. In addition, a striker cannot lose seniority for refusing to work.

### **Probationary Flight Attendants**

As new members, probationary Flight Attendants have the right to strike under the law. The right to strike is granted to all employees in an affected work group. As long as you are part of the work group that is involved in the strike, the law protects you.

### **SCAB**

Any Flight Attendant who refuses to participate in a strike action - regular line holders, reserves and probationary -- will be considered a SCAB. All Flight Attendants will be expected to honor strike actions, including picketing duties, etc.



# Your Medical Coverage Following Retirement... Who Pays?

by APFA  
Negotiating Committee

**W**hether you plan on retiring during the lifetime of our next contract or many years down the road, access to comprehensive, high-quality, post-retirement health insurance is something every Flight Attendant will need. For many reasons, such as the physical demands of our profession or life changing events, it may be necessary to retire before you are eligible for Medicare.

There are many considerations when thinking of retirement. Financial solvency is, of course, the most important, and good health insurance increases the likelihood that your finances will remain stable to carry you through the rest of your retirement years comfortably. If you are considering leaving before Medicare eligibility and don't have the option of joining a spouse's group health plan, you may want to study the resulting implications of any early exit.

Because of the ever-rising cost of health insurance, many companies are asking their employees to contribute to retiree health benefits by either pre-funding or post-funding. The idea behind pre-funding is based on contributions made by the company and the beneficiary. These cost-sharing contributions help offset the increasing costs of health insurance by a compounding effect of those funds through

investments. Companies have several vehicles available to them for funding retiree health benefits, each with some tax advantages and limitations.

American Airlines has proposed that Flight Attendants pre-fund their retiree medical benefits by making monthly contributions or post-fund after retirement. Pre-funding is regarded as a strike issue for many because APFA prevailed on the issue of pre-funding during the October 1995 Interest Arbitration Award. Although the Arbitration Board rejected American's unilaterally implemented proposal to pre-fund, agreeing that the parties must "negotiate such a significant conceptual change," it also recommended that "APFA give pre funding serious consideration." The Board cautioned, "In the absence of a solution to the problem, Flight Attendants may, in the future, face less attractive options such as a requirement for contributions after retirement." It further added that "making small monthly contributions while actively at work is less onerous than having to make payments after retirement on a fixed income."

As you may recall from the rejected Tentative Agreement, there were two sets of pre-funding rates. The flat rate of \$11.98

## InfoRep/Strike Preparation

# TO THE FAMILIES OF APFA

by the APFA Strike Preparedness Committee/InfoRep Coordinators

**F**or two and one-half years, APFA has been in contract negotiations with American Airlines. Our Union continues to make a valiant attempt at negotiating a fair and equitable agreement for our members – an agreement that will provide a comfortable living, reasonable time off to be with our families and a retirement that will allow us to live a dignified life after years of dedicated service to American Airlines. Once again, we find ourselves battling our Company for what is merely fair and reasonable.

As we proceed through the negotiations process, some very difficult decisions may

have to be made by each APFA member. These are decisions that will affect not only each member but our families, as well. For now, members must decide if they can arrange time away from their families on days off to participate in picketing and leafleting events. In time, it could be to go on strike. This is a decision we truly hope none of us has to make.

In 1993, the APFA membership was forced by the actions of American Airlines management to strike the Company. It was new and uncharted territory for us. Most of us were filled with fear and uncertainty. However, we knew we had to do it for ourselves, our families

per month was available to those Flight Attendants who were on the property as of the date of ratification. The higher age-based rate applied to those employees who were hired after the date of ratification, who chose not to participate when first eligible or who discontinued their contributions and later elected to rejoin. The age-based rates ranged from \$14.37 per month for a 30-year-old to \$105.06 per month for anyone 49 and older. Supplemental medical coverage valued at \$500,000 was also available to those pre-funding for an additional cost of \$5 per month.

Pre-funding is voluntary; therefore, you maintain the option to withdraw. If you withdraw, you will receive 100 percent of your contributions, plus interest. At \$11.98 per month, the Flight Attendant would have paid \$143.76 annually. American matches these contributions on a dollar-for-dollar basis. Contributions from both the employee and American are held in a tax-exempt trust account.

Although Delta and United Airlines cost share, in the form of post-funding, they both have higher caps to their lifetime health care benefit. These benefits do not

and our futures. What made the decision easier for most of us was the fact that our families stood behind us and supported us. In fact, many family members joined us on picket lines all over the country to show that support. It meant the world to all of us. Our families helped us persevere.


The issues still on the table need to be resolved. They make up the very core of our contract. They are pay, retirement and work rules. Each issue not only concerns APFA members, but you, our families, as well. We are fighting for compensation that will allow us to provide for our ourselves and our families, work rules that will let us spend

decrease upon retirement. Delta has a \$5 million cap, and United has no lifetime cap on the amount of health insurance used as an active employee or as a retired employee. United Flight Attendants also have contractually defined "usual and customary" charges depending on the area in the residing city. These charges contractually cannot be denied within a certain percentage of the overall average of doctors a specific mileage circumference.

As Flight Attendants at American Airlines, we are still at a \$1 million lifetime cap as active employ-

more quality time at home and a retirement that will allow us to live with dignity after we leave the service of American. No matter what the issue, it will be of great importance to you. These negotiations are, as all negotiations, a family affair.

As things intensify, we will need your support more than ever. Your understanding will be critical. It may be necessary to make tough choices and sacrifices. You will be a very big part of the decision-making process. We want you involved every step of the way. We know that we can count on each of you.

Thank you for being there for us! 


ees, which decreases to a \$300,000 cap if we become AA retirees before age 65. As an AA Flight Attendant retiree after age 65, when Medicare coverage is established as the primary health care plan, our AA retiree coverage cap becomes \$50,000. One catastrophic illness could devastate you both physically and financially. Most companies have increased their caps over the last several years.

American decides the "usual and customary charges" with charts similar to those used by Medicare. Allowable Medicare

payments are based on the relative value of each service and must be the sum of the relative value units (RVUs). These fee schedules must include national uniform relative values for all physicians' services. Nationally uniform relative values are adjusted for each locality by a geographic adjustment factor (GAF). The resulting effect is that many physicians choose not to participate in the Medicare program because of the lower payment they must agree to accept from Medicare. Because American is a self-insured company, it does not have to adhere to the same rules and regulations as insurance companies. United Health Care is only the underwriter and operates under the direction of American. In writing complaints to the Insurance Director in your area, remember that your complaint is directed to American Airlines rather than to United Health Care. It is important to recognize the need to place self-insured companies under the same rules and regulations as all other insurance companies. Many legislators are concerned that this issue must be addressed in fixing our health care system nationwide.

ERISA neither establishes minimum standards or benefit eligibility for welfare plans nor mandates the type or level of benefits

offered to plan participants. Therefore, it is prudent for the Negotiating Team to include language in our collective bargaining agreement that will act as an additional protection to our future retirees as well as to our current active members.

This is just one of the many elements your Negotiating Team must carefully consider when listening to the Company's proposed need for pre-funding. 

## RETIRING SOON? HAVE YOU CONSIDERED ALL OPTIONS AVAILABLE TO YOU?

If you are thinking about retiring before we have a new contract, you have a lot of decisions to make. Please call APFA at 800.395.2732, ext. 8397. Leave a message for our retirement representative who will return your call and explain all of your available options.

# The S Words

by the APFA Negotiating Committee

**S**trike. Solidarity. Flight Attendants have been surveyed. Negotiations information has been flowing to line Flight Attendants via the hot-lines, web site, the InfoRep program and Skyword for many months now. Bag tags have been distributed. Leaflets have been passed out alerting the traveling public of our contract dispute with AA. Media coverage has been building since Labor Day down to our most recent 96 percent YES strike authorization ballot. APFA Phone Watch is answering calls at APFA Headquarters. More than 70 cities have picket signs and commuter city leaders in place. Why, you ask, do we actually have to do all of these things to get a contract? Can't we just negotiate a contract now or just proceed to a 30-day cooling off period and either get a contract or exercise our legal right to strike? Wouldn't that be faster and easier? Not necessarily. Leafleting, Info Picketing, bag tag distribution and other activities are part of a process of solidarity building that must precede something as serious as a

possible strike. It is especially important for a work group like our own that is so spread out and diverse. After all, we don't work on an "assembly line" where communication is as easy as leaning over to whisper a secret in your coworker's ear. Flight Attendants are literally all over the world. We need to make sure we are ALL on the same page before we consider something as serious as a strike action.

**Strike Strategy.** Our objective is do everything possible to convince AA management, the federal mediator and each other that we have done all we can to obtain a fair contract without resorting to a strike. At the same time, we have to be prepared to exercise that right to strike should AA do something really stupid like second guess our ability to pull off another strike in order to get the contract we will ratify and know they can afford. Strike preparation is cumulative. It happens slowly, step by step, with the hope that the best way to possibly avoid a strike is to be thoroughly prepared to execute one. After all, don't we all carry around our in-flight manual with the hope of

never having to open up to the Emergency section? Your Strike Preparedness Committee has prepared a similar manual that all Flight Attendants will receive should we have our own labor relations emergency with AA management once again.

**Strike Support.** Your official APFA Strike Handbook has been in the works for some time now, and we will distribute it to all Flight Attendants at the beginning of a 30-day cooling-off period. The handbook will contain detailed information about every aspect of going on strike and give Flight Attendants the resources they will need to make appropriate decisions should we be forced to go on strike. This handbook will also signal to AA management that we are dead serious about our ability to execute a strike. We will be even more organized and detailed than we were in our strike of 1993. After all, practice makes perfect.

We are also soliciting and training base strike captains, PhoneTree captains, media captains and picket captains, as well

as securing locations for local strike headquarters at individual bases. We have a data bank of Flight Attendants who have agreed to become strike mentors, PhoneTree volunteers and layover city specialists. Strike mentors are Flight Attendants who receive information from APFA about how to effectively guide newer Flight Attendants through the experience of pre-strike activities or an actual strike. We will match up strike mentors with Flight Attendants who call Phone Watch or contact us. PhoneTree volunteers agree to be a part of a local Flight Attendant "phone pyramid" by calling 20 Flight Attendants and passing on critical negotiations or strike information. If you have not volunteered to be a strike mentor or PhoneTree volunteer, please call the Membership Action Line at 1-800-395-2732, ext. 8743 today.

**Strike Summary.** Your Strike Preparedness Committee's goal is threefold: First, we want AA management to see that we are prepared to strike should they not take us seriously in this contract negotiations. Second, we want you, the Flight Attendant, to

be fully confident in your Union's ability to prepare for and execute a strike, and we want you to have the resources you need should we be on strike. And third, we also want our APFA Negotiating Team to be fully confident of our strike capabilities so that they can continue to negotiate the best contract possible using as much leverage as possible. Although we prefer a negotiated settlement with AA management, you will see more on the "S" words . . . just in case.



# A Failure of Management: AMR Labor Relations

by Stephen Baumert  
IMA

From Robert Crandall's administration to Donald Carty's, AMR's senior management has regarded its frontline employees as recalcitrant children rather than valued professionals. They have perpetuated the idea that frontline employees are a liability rather than an asset; a necessary evil rather than a necessity for success; an enemy to be conquered rather than a respected partner in business.

In any service industry, a com-

pany's most valuable resource is the frontline employees - those employees with the most contact with customers. They are the lifeblood of the business. It is obviously counterproductive to manage these employees by means of intimidation and degradation. Indeed, such tactics are so flawed and disgraceful that the management that adheres to them ensures its own competitive failure. Robert F. Kennedy once wrote, "History offers cold comfort to those who think grievance and despair can be subdued by force...to fail to understand is the surest guarantee of failure."

Shortly after becoming CEO, Mr. Carty actually vowed to change AMR's corporate culture and improve employee relations. However, it quickly became apparent that he had no idea what employee relations were, nor did he have any intention of improving them. Instead, AMR management furnished employees with self-serving nonsense and stale, empty rhetoric that had the capacity to lower morale and harm labor relations. Then, Mr. Carty had the impudence to complain in the Wall St. Journal that AMR's biggest problem was "getting our employees to believe we care about them."

AMR management often excuses its poor treatment of employees as a product of putting the interests of shareholders first. This contradicts an important criterion

of history's greatest investors, among them Warren Buffett, Benjamin Graham and Phil Fisher. All three explicitly emphasized the important role morale and labor relations play in business success. Their reasoning was quite simple: high morale drives productivity; productivity drives market share; market share drives profits. On the subject, Warren Buffett warned that should management "behave with little regard for their people, their conduct will often contaminate the attitudes and practices throughout the company."

The Company's refusal to recognize the benefits of high morale and good labor relations comes despite successful examples present in its own industry: Southwest Airlines and Continental Airlines. CEOs Herb Kelleher and Gordon Bethune have always placed a high priority on morale, and subsequently, both airlines were once again named to Fortune magazine's 100 Best Places to Work For. AMR, as usual, was nowhere to be found. Fortune magazine also named Southwest and Continental the number one and two Most Admired U.S. Airlines, respectively. Mr. Kelleher often repeats his mantra, "Treat your frontline employees well, and they will treat your customers well." Mr. Bethune, in his own unique way, explains, "Who the hell wants to be stuck at 30,000 feet with a bunch of pissed off crewmembers?"

The benefits received are clear. According to the Air Transport Association, Southwest and Continental gained more market share from 1994 to the end of 1999 than any of the other major airlines. Southwest has posted a profit every year for the past 28 years and has had record annual profits for the past nine. When Mr. Bethune took the helm at Continental, he actually did change the corporate culture and presided over soaring morale. The once-bankrupt airline has since turned around and recorded a profit every year for the last six years. The New York Times wrote that Continental "can now lay claim to having the industry's highest morale."

It is quite evident AMR management's "shareholders first" excuse is an attempt to justify the unjustifiable. It simply does not benefit shareholders to treat employees in the manner that AMR does. In fact, it is an irresponsible, even reprehensible, management that continues to engage in a labor policy that disenfranchises employees, workgroup by workgroup, individual by individual. It is clear Donald Carty will never attempt a moment to walk in your shoes. To be fair, would I consider walking in AMR's management's shoes? Well, let me just say I never wanted a job where the required activity was lying.

Current labor troubles at AMR will persist and recur as long as

management perpetuates its own mistakes and failures with employees. Indeed, they would do well to remember the words of Cicero, "To be ignorant of the past is to remain a child." Well, given those words, just who really are the recalcitrant children of AMR?

In conclusion, I firmly believe the incumbent management of AMR is not fit to hold the trust and loyalty of its employees. As they continue to implement and impose policies and actions meant solely to punish, intimidate and demoralize, they also continue to blatantly ignore the inherent benefits of high morale and excellent labor relations. The result will be the long-term business consequences of lost productivity, poor customer relations and the forfeit of potential profits.

As the long march continues toward a fair contract and well-deserved respect, I'll end with a final quote from Robert Kennedy, "What is given or granted can be taken away, what is begged can be refused. But what is earned is kept, what is self-made is inalienable, what you do for yourself and your children can never be taken away."  
Steven Baumert  
IMA 133658

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# APFA Merger and Aquisition Report

**S**ince our last report to you, a lot has transpired concerning the Company's purchase of Trans World Airlines (TWA). American has closed the deal with TWA and in its place is a wholly owned and operated subsidiary named TWA Airlines LLC ("TWA LLC"). The APFA Board of Directors held its annual convention in Manhattan Beach, California, and unanimously adopted a resolution containing certain principles that will direct and guide the APFA Merger and Acquisition Committee (MAC) in its efforts to secure a transition agreement with American's management concerning the integration of TWA Flight Attendants; and additional members have been added to MAC. President John Ward will chair the committee and steer its activities in accordance with the APFA Board's directive. The additional members appointed to the committee are Pete Callaway (SEA), Suzanne Edwards (LGA), Jennifer McCauley (BOS) and Bob Walker (IDF).

The following is the complete text of the resolution containing the principles that will guide us in our discussion with American management:  
The APFA Board of Directors carefully considered the many

## Resolution Tally Sheet Resolution: #4

**Maker: Ward**

**Second: Bott**

**Date: 3/21/01**

**Time: 2032**

**Y = Yes**

**N = No**

**P = Pass**

**A = Abstain**

**N/A = Absent**

**PXY = Proxy Vote**

		Y	N	P	A	N/A
BOS	Gunter					
BOSI	McCauley					
DCA	Valenta					
DCAI	Madison					
DFW	Boyett					
IDF	Watson					
JFK	Nasca					
LAX	Nikides (V. Chair)					
LAXI	Mitchell					
LGA	Sternig					
MIA	Washbish (V. Chair)					
IMA	Trautman					
ORD	Mallon					
IOR	Elmore					
RDUI	Turley					
SEA	McIntyre					
SFO	Syracuse					
SFOI	LeWinter					
PRES	Ward (Tie Breaker)					

**YES: 18**

**NO:**

**ABSTAIN:**

**ABSENT:**

**STATUS: PASSED ( ✓ )**

**FAILED ( )**

**TABLED ( )**

**WITHDRAWN ( )**

**WHEREAS**, the APFA Constitution vests in the APFA Board of Directors the power to act on behalf of and in the best interest of the American Airlines Flight Attendants, and;

**WHEREAS**, American Airlines, Inc., has entered into an agreement to purchase the assets and offer employment to employees of Trans World Airlines, and has announced its intent to operate TWA Airlines L.L.C. ("TWA L.L.C."), a wholly owned subsidiary of American Airlines, Inc., for an undetermined amount of time, but with the ultimate intent of merging the two operations, and;

**WHEREAS**, the APFA Board of Directors at its annual convention received a thorough briefing from its Merger and Acquisition Committee and its general counsel, and;

**WHEREAS**, the APFA Board of Directors is aware of the concerns of the American Airlines Flight Attendants, which include job security and the need to maintain the integrity of the collective bargaining agreement.

**BE IT THEREFORE RESOLVED**, that the APFA Board of Directors authorizes the Merger and

Acquisition Committee, under the direction of the President or his designee, to meet and confer with American Airlines, Inc., and other parties deemed necessary, for the purpose of reaching an agreement guided by the following principles:

1. Preservation of the bidding seniority of the American Airlines Flight Attendants;
2. A fence around the TWA St. Louis and JFK bases restricted to the flying currently flown by TWA at such bases;
3. Opportunities for American Airlines Flight Attendants to transfer/proffer to fill vacancies in the fenced bases and to fly trips included within the fence;
4. Protections against furlough of American Airlines Flight Attendants;
5. Classification (pay) seniority and Company seniority (e.g., retirement credit, vacation accrual) for TWA Flight Attendants based upon their years of service at TWA;
6. Non-credit for bidding seniority for TWA years of service in the event TWA Flight Attendants transfer from the fenced St. Louis and JFK bases.

**BE IT FURTHER RESOLVED**, that the APFA shall continue communications with the American Airlines Flight Attendants and shall develop and provide the American Airlines Flight Attendants with information through SkyWord, and/or the APFA website, and/or special mailing(s) and/or HotLine(s) concerning issues related to the TWA acquisition.

**BE IT FURTHER RESOLVED**, that no final agreement pertaining to the TWA acquisition may be entered into without the prior approval and vote of the APFA Board of Directors in accordance with the APFA Constitution.

issues that are presented by the acquisition of TWA, taking into account the concerns expressed by many of you. The guidelines contained in the Resolution reflect the Board's best effort to chart a course that fairly and responsibly ideals with the difficult issues presented by the acquisition. The MAC will be entering into negotiations with the Company designed to produce an integration agreement that is consistent with the guidelines adopted by the Board.

The MAC committee met with AA's committee on Friday, April 6, 2001. President Ward headed this meeting with AA and made

numerous requests for information to begin the process of completing a transition agreement. There are a multitude of issues such as Flight Attendant training, food service training, scheduling and bidding issues that must be resolved to complete a transition agreement between APFA and AA, and this will take some time. Based on what the Company has stated, it intends on operating TWA as a separate Company, "TWA LLC," for a period of time. NO AGREEMENT will be finalized until the APFA Board of Directors is thoroughly briefed on the terms and conditions of a proposed transition agreement. The final decision on approving a final agreement rests with your Board of Directors.

Should you wish to contact a member of the Merger and Acquisition Committee, you may leave a message on our voice mail. The extensions are as follows:

Pete Callaway 8456  
Suzanne Edwards 8460  
Susan French 8491  
Anne Loew 8493  
Judy Milne-Huckaby 8492  
Bob Walker 8191

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# Base Field Reports

## BOS-I

### Lounge Lizard Layover Minims

As International Flight Attendants, we enjoy different types of layovers in different areas of the world. However, one issue that is the same for all of us is our contractual layover rest periods.

The International operation has different contractual language from the Domestic operation. Per our contract, the minimum layover is (10) ten hours. This means that if you are scheduled to fly or actually do fly up to five and one-half hours, you must be given 10 hours free of all duty. The best way to calculate the new departure time is to take the 10-hour layover, 30-minute International debrief and one-hour sign in and add that to the block-in time. Your new departure time will then be 11 hours and 30 minutes after block-in.

If you are scheduled or actually fly over five and one-half hours, you must be given a minimum rest period equal to twice the scheduled or actual hours, whichever is greater. This rest period does not

have to exceed 16 hours, free of all duty. Also, your rest may be reduced by two hours but can not go below a 12-hour minimum rest period, free of all duty.

You can always check your ODL on your HI3 to make sure that your layover rest period is accurate.

In Unity,

**Jenny Syracuse**  
*SFO Chair*  
**Catt Napper**  
*SFO Vice Chair*

## JFK

We would like to extend a very grateful "THANK YOU" to Todd McJunkin, Chas Cipriano and Janet Gold for the hard work and time they have put into establishing the JFK PhoneTree. An enormous effort has gone into researching the proper phone numbers, dividing the numbers by area code and activating the actual PhoneTree. We could not have done it without them. If you fly with any of these volunteers or with any of our JFK Council members, please give them your thanks for all of their efforts.

Are you encountering problems with the employee bus to and from the JFK parking lot, i.e., it's late, dirty, no heat or a/c, too many standees, etc.? If so, we need these write-ups to effect any changes.

If you are interested in volunteering your time to participate in our "Hit and Run" picketing events, please call either Michelle Nasca or Kat Clements. We frequently "Hit and Run" picket in New York and are always looking for volunteers. Keep in mind that these will not be widely

publicized events as the name implies.

We are always open to suggestions and opinions on anything pertaining to the JFK base, and we welcome your thoughts and concerns. Please, if you ever hear of anything that concerns you or you have an issue you need addressed, call us, and we will do whatever we can to research the issue and get back to you.

In Unity,

**Michelle Nasca**  
*JFK Chair*  
**Kat Clements**  
*JFK Vice Chair*



*Laura Glading and her dog Stryker, born November 18, 1993*

## ORD

Congratulations ORD! You gave us a 96.6 percent "Yes" strike vote! Thank you to all who voted, and thank you to all who counseled those new to the process. Also, a very special "Thanks" to our ORD InfoReps and the ORD Base Council. You are doing a great job.

We are looking for any information regarding reassignments on high time turns. If you were originally scheduled to fly, say, ORD,PDX and DHD home and, after leaving ORD, you were reassigned to work back due to underflying the first leg, please let us know. We can use any info, whether hard copy or anecdotal. If this does happen to you, see if you can find out what happened to the VM who should have worked the return. These trips are not legal to schedule before you leave ORD, but due to underflying on your first leg, you are now legal to fly the return. Crew tracking maintains that they do not do this on a regular basis. We have seen it several times. There could be some pay denial issues here, but we can't do anything without documentation.



Base Notices of Dispute have been filed on the issue of forcing Domestic FAs, regardless of seniority, to attend Yourworld training, before International FAs are forced to attend. Also, we have filed on the issue of the Company failing to pay RA on a RSK.

Stay tuned.

**Ghost Rides:** Top three items...compliance checks, walk throughs (call lights) and two services (plus H2O on movie flights). However, the latest issues are reading on the jumpseat during taxi, takeoff and landing and up on taxi (not in jumpseat, as required by FAA). Just for you to know...

Did you know that the Company hires people to try to breach security at ORD? Yep, it has happened to one ORD F/A that we know of. This one got by her when she was distracted by the agent. If you are suspicious of anyone, you certainly have the right to notify the agent. It is also your right and responsibility to make sure any person shows you a boarding pass or proper ID before boarding the aircraft. If you encounter one of these

people, and they want to enter into dialogue with you, make sure you get some sort of identification from them before any dialogue takes place. If they start making accusations or are abusive in any way, contact the ORD MOD and APFA right away. End any discussion immediately. Checking for security breaches is one thing, playing Barney Fife is quite another.

If you are a primary release and placed on ready, we need your schedules. Please leave them in the ORD APFA lock box across from the elevators in K19 mini ops.

New hires are back!  
Welcome to ORD!

In Unity,

**Liz Mallon**  
*ORD Chair*  
**Steve Wilson**  
*ORD Vice Chair*

# ATTENTION All Flight Attendants/Lawyers

**From: Sarah (Woody) Woodruff Watkins, JD**  
**Member of the California Bar**  
**Purser - LAX-I**

## **Subject: Legal Eagles**

This memo will be of interest to all Flight Attendants who are also lawyers. Delta Pilot Pappy Papadakis is starting an organization called Legal Eagles to be composed of airline crew member/lawyers, both pilots and Flight Attendants. The first gathering will be July 30 and 31 in Las Vegas at the Stardust Hotel. This seminar will cost \$150 and the proceeds will go toward continuing education of the Bar credits. Anyone interested in joining can contact SNA Captain Charles (Cap) Pienny at [captlaw@aol.com](mailto:captlaw@aol.com).

# Just the facts...

By Joann Matley  
Contract Coordinator

**W**ith all of the talk about negotiations, self-help, the National Mediation Board, NMB, the authorization for strike ballot...your head is spinning. Not to mention the fact that you are still on probation. Can you picket? Can you leaflet? Can you strike?

You have the same rights as non-probationary Flight Attendants. You may not be disciplined for participating in things like Union-authorized picketing and leafleting events.

Currently, we are in mediation under the Railway Labor Act. We must maintain the status quo and cannot engage in self-help (read strike) while we are in mediation and until the end of the 30-day cooling-off period.

If the NMB determines that, despite its efforts, the Company and the Union cannot reach agreement (read contract), the NMB will proffer arbitration. Should either or both parties decline the offer of binding arbitration, the NMB will release the parties. The 30-day cooling-off period begins when the parties are released. During the 30-day cooling-off period, both parties must maintain the status quo and refrain from self-help.

Once the 30-day cooling-off period has ended, all Flight Attendants, regardless of whether they are on or off probation, are



Flight Attendants, both on and off probation, picketing the American Airlines Center in Dallas on March 7, 2001.

legally free to engage in any Union-sanctioned activity. The Company may not discharge or otherwise discipline a Flight Attendant for engaging in Union-sanctioned strike activities during self-help.

Probationary Flight Attendants are not precluded by the current contract from participating in legal Union-sanctioned activities up to and including striking.

My desire is to provide you with information that will allow you to make a sound decision if and when the time comes. As broth-

ers and sisters in this Union, the greatest gift we can give to one another is factual information. Decisions that are made with facts are good decisions. Fear breeds fear, and there is nothing to fear if you stay informed. If you still have questions after reading this article, please contact APFA Headquarters.



# May

<i>S</i>	<i>M</i>	<i>T</i>	<i>W</i>	<i>T</i>	<i>F</i>	<i>S</i>
		1 1st CONTRACTUAL DAY OF THE MONTH	2 INFOREP HOTLINE UPDATED	3	4 HOTLINE UPDATED	5
6	7	8 IDF BASE MEETING AT APFA HDQ 1100 AM	9 LAX BASE MEETING 1200 PM DFW BASE MEETING 1100 AM INFOREP HOTLINE UPDATED	10	11 HOTLINE UPDATED	12
13	14	15	16 INFOREP HOTLINE UPDATED	17 BIDS POSTED 0001	18 ORD REPS IN OPS DAY HOTLINE UPDATED	19
20	21 BIDS CLOSE 0001	22	23 INFOREP HOTLINE UPDATED	24	25 HOTLINE UPDATED	26 BID AWARDS FINAL 1200
27 LAST 5 DAYS OF THE MONTH	28 LAST 5 DAYS OF THE MONTH	29 LAST 5 DAYS OF THE MONTH	30 LAST 5 DAYS OF THE MONTH SFO/SFOI BASE MEETING 10AM INFOREP HOTLINE UPDATED	31 LAST 5 DAYS OF THE MONTH LAST CONTRACTUAL DAY OF THE MONTH		

NOTE: DATES ARE SUBJECT TO CHANGE

## Scheduling Page

by Jena Hopkins

**W**e receive many calls about deferred flights at home base.

Although most

Deferred Flights occur in the international operation many do happen in the domestic operation.

The following is a letter of agreement outlining the procedures and pay for deferred flights. It is intended to preserve flight attendants' trips and is a me-too with the pilots.

If you sign in and find that your flight is deferred overnight, you need to find out if you will have at least minimum layover rest to be legal for the deferral. If you have minimum layover rest, but less than home base rest, you will receive a hotel, expenses and F/P-time beginning at the original departure time.

If you are provided home base rest, then you have a choice between two options.

1) You may have a hotel room. Expenses and the F/P-time trip rig will begin at the original departure time. The E-time duty day rig will begin at the new departure time.

Or,

2) You may have call-out pay and decline the hotel and expenses. All pay and credit and expenses will be calculated based on the sign-in time for the deferred departure.

How much layover rest do you need to be legal? Domestic crews will need eight (8) hours behind the door if scheduled duty aloft is less than nine (9) hours in a twenty-four (24) hour period or nine (9) hours behind the door if scheduled duty aloft in a twenty-four (24) hour period is nine (9) or more hours. International crews will need ten (10) hours of rest unless their leg is scheduled over eight (8) hours. A minimum of twelve (12) hours rest is required before an over eight (8) hour flight. Refer to Article 7.L. and Appendix I.7.N. for more information.

If you are not legal for the trip, you will fall under the MIC (Misconnect, Illegality, Cancellation) language and need to contact crew schedule to find out which option they will choose for you. They may a) deadhead you to cover your return flight, b) assign you to four (4) hours of airport availability duty, c) give you another sequence, d) hold you available on days originally scheduled to fly, or e) release you. Refer to Article 9.P. and Appendix I.9.P. for further explanation.

We are often asked if the crew must keep the trip. As long as the trip has continuity and you are legal, it is still your trip.

# American Airlines

February 26, 1997

Ms. Denise C. Hedges  
President  
Association of Professional  
Flight Attendants  
1701 West Eules Blvd.  
Eules, Texas 76040-5018

RE:Deferred Flights

Dear Denise:

This confirms our understanding regarding deferred trip sequences. If after sign-in, a trip sequence is deferred overnight at a flight attendant's base, and it is the Company's intent to have the flight attendant fly the deferred trip sequence, the following procedure shall apply:

If the flight attendant receives less than home base rest; he/she must have a minimum of layover rest (for International flight attendants, International rest if it is greater than layover rest) and the flight attendant shall be entitled to a hotel, expenses and pay and credit in accordance with Article 8.F. or Appendix I, Article 8.F., as applicable, beginning at sign-in on the first day of the scheduled trip sequence. Pay and credit in accordance with Article 8.E. or Appendix I, Article 8.E., as applicable will be calculated beginning at sign-in for the deferred departure on the second day.

If home base rest is provided, the flight attendant may request call-out pay in accordance with Article 8.C. or Appendix I, Article 8.C., as applicable and decline the hotel and expenses described above. In such case, the expenses as well as the pay and credit will be calculated based on the sign-in time for the deferred departure on the second day.

If a trip sequence is deferred overnight and the deferred departure does not provide the flight attendant with a minimum of layover rest, the flight attendant will be illegal for the deferred departure the following day and will receive call-out pay in accordance with Article 8.C. or Appendix I, Article 8.C., as applicable. In this situation, the flight attendant will also be subject to the provisions of Article 9.P. or Appendix I, Article 9.P., as applicable, Misconnect, Illegality and Cancellation.

Sincerely,

Cathy D. Scheu  
Managing Director,  
Employee Relations

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# UNION DOCTORS SUPPORT



## UNION FLIGHT ATTENDANTS

Injured on the job in Texas or based in Texas? Know your rights. If you need questions answered regarding your Workers Compensation claim or need a referral to a union doctor call:

**Texas Toll Free 1-877-235-2461**

*As fellow union members: If we cannot rely on each other, who can we rely on?*

### Ten helpful hints to guide an injured union members

- Call your Union Hall immediately for advice.
- You have your choice of a treating doctor. Even a union doctor.
- You cannot be fired for reporting an on the job injury. You have up to 30 days from the date of your injury to inform your employer.
- You do not have to be treated by the company doctor.
- You are entitled to receive temporary income benefits if you are unable to work.
- You have the right to change treating physicians.
- If you live more than 20 miles from your doctor, you can apply for mileage reimbursement.
- You have 90 days to dispute an impairment rating/maximum medical improvement.
- Once notified, your employer has 10 days to file in injury report on your behalf.
- The emergency room is not considered your choice of treating doctor.

**Toll Free 1-877-235-2461**  
**Metro (817) 909-6996**

It is very difficult to find a doctor who understands Texas Workers' Compensation guidelines. Many doctors will not even accept a Texas Workers' compensation case. Choosing a doctor who is experienced in the field is very important to your case especially in the area of compliance with medical treatment and timely completion of the TWCC forms.

If you need a union doctor anywhere in Texas call **Toll Free 1-877-235-2461** or **Metro (817) 909-6996**.

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