



February 2003

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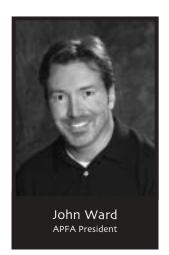
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Tape Updated Weekly

The front cover of this edition of **Skyword** contains portions of the company's February 4, 2003 presentation to labor leaders. The entire presentation can be found on the APFA Web site "AAL/APFA Active Engagement" page.



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s you all know by now, the Company is pressing full speed ahead with its effort to extract huge "annual permanent" reductions in labor costs totaling \$1.8 billion, including \$340 million from the Flight Attendant group. APFA has responded to these demands in a careful, responsible fashion.

First, we asked the financial advisor who APFA previously had retained when the company first requested that APFA agree to "forgo" the January 1, 2003 pay increase and July 1, 2003 premium pay increase, to turn his attention to these new, greatly expanded company requests and to conduct a detailed financial review and analysis.

Second, we reactivated the APFA Negotiating Committee to preliminarily review issues presented by the company's request for concessions.

Third, the APFA National Officers and other representatives have met

"... no relief will be provided without first obtaining membership approval."

on several occasions with management officials, including CEO Don Carty and American Airlines President Gerard Arpey, with regard to the company's financial condition and its requests for labor cost reductions.

Then, armed with the information that had been obtained and analyzed, I convened a Special Meeting of the APFA Board of Directors to receive a full briefing and determine a course of action that in its view would best protect the interests of the membership.

The APFA Readiness Plan adopted by the Board of Directors provides for a comprehensive, multifaceted approach to respond to the company's financial situation and demands for concessions. The seven basic principles are set forth in Board's Resolution that is set out below, but I do want to touch on some of the key points. The Plan is intended to enable APFA to respond to the many contingencies that may arise as we move forward in this process. Central to the Plan is the importance of obtaining and only acting upon the most current, relevant information, recognizing that this information could be changing based on various events and contingencies. Equally central is the basic principle that we will only agree to provide relief if we are convinced, based on a review of the most current information, that there truly is a need for relief. And, if we reach that determination, the relief would carefully be

tailored and confined to meet the specific need and would be provided only for so long as the need continues to exist, following which our pre-relief terms and conditions of employment would be restored. We also would require any provision of relief to be accompanied by protections and rights for the Flight Attendants that we don't presently have.

Absolutely critical to the APFA Plan is involving you, the members, in the process. We will continue to communicate with you, but with greater frequency, as we all deal with these difficult, undesirable issues. Ultimately, you will play the most critical role, because even if the Board of Directors determines that the need for relief has been sufficiently demonstrated, no relief will be provided without first obtaining membership approval.

Of course, the company is asking for relief not just from the Flight Attendants, but from all other employee groups. In light of that, we have been actively interacting with the Allied Pilots Association and the Transport Workers Union - the other unions at American with the ultimate goal of coordinating our actions to the extent possible and consistent with the best interests of our membership.

We all face some difficult days ahead. In these trying times, we are best served by remaining united and acting in a responsible, reasoned manner.

APFA SPECIAL BOARD OF DIRECTORS MEETING FEBRUARY 11 - 12, 2003

Resolution Tally Sheet

Resolution: #3, Maker: Ward, Second: Trautman, Date: 2/12/03, Time: 1207

Y = Yes • N = No • P = Pass • A = Abstain • N/A = Absent • PXY = Proxy Vote

		Υ	N	Р	Α	N/A
BOS	Carrigan	V				
BOSI	McCauley	V				
DCA	Valenta	V				
DCAI	Horan (V. Chair)	V				
DFW	O'Kelley	√				
IDF	Watson	√				
JFK	Nasca	V				
LAX	Nikides	√				
LAXI	Mitchell	√				
LGA	Hodgson (V. Chair)	√				
MIA	Washbish	√				
IMA	Trautman	V				
ORD	Mallon	V				
IOR	Moehring	V				
RDUI	Turley	V				
SFO	Syracuse	√				
SFOI	LeWinter	√				
STL	Bertolini (V. Chair)	√				
PRES	Ward (Tie Breaker)					

YES: 18 NO: **ABSTAIN:** ABSENT: STATUS: PASSED (√) TABLED () WITHDRAWN () FAILED ()

WHEREAS, in December 2002, the Company publicly announced that it was experiencing financial difficulties and requested that APFA agree to forgo the 3% pay increase scheduled to become effective January 1, 2003 and the premium pay increase scheduled to become effective July 1, 2003, and, at the same time, indicated it intended to seek broader relief from APFA; and,

WHEREAS, APFA determined that the interests of the American and TWA-LLC flight attendants would be best served by conducting a detailed financial review of the Company's financial and related information and retained the services of a financial advisor to conduct such financial review and, upon completion of such review, to provide an analysis to APFA; and,

WHEREAS, while APFA's financial review was being conducted, the Company further publicly announced that, in light of its financial situation, it required that the employees of American and TWA-LLC agree to a "permanent annual" reduction in labor costs of \$1.8 billion, including \$340 million in "annual permanent" reductions by the APFA-represented flight attendants; and,

WHEREAS, representatives of APFA, including its National Officers, its financial advisor, and others have participated in a series of meetings with the Company related to the Company's demand for financial relief: and.

WHEREAS, the APFA Negotiating Committee has met to give prelimi-

nary consideration to issues presented by the Company's announced financial situation and its request for relief; and,

WHEREAS, the APFA Board of Directors has met in special session in which it has received a thorough briefing and analysis from APFA's financial and legal advisors and a presentation from the APFA Negotiating Committee; and,

WHEREAS, the Board of Directors recognizes the importance of doing everything possible to protect the significant improvements in terms and conditions of employment contained in the current collective bargaining agreement and that this industry-leading contract was obtained only through the hard work, support and perseverance of the APFA leadership and representatives and, most importantly, of the APFA membership; and,

whereas, APFA is committed to the survival of the Company and recognizes the importance to the membership of taking appropriate steps to ensure that the Company is a viable and successful entity which, at the same time, respects the needs and legitimate rights and expectations of its employees and specifically of the American and TWA-LLC flight attendants; and,

WHEREAS, in light of the Company's more recent demands for substantial relief, there is no longer any need or purpose for responding to the Company's specific December 2002 request that APFA agree to forgo the January 1, 2003 3% increase or the July 1, 2003 premium

pay increase, and, instead, APFA must focus on the broader requests for relief that the Company has presented; and

WHEREAS, APFA has determined that the interests of the American and TWA-LLC flight attendants would be best served by pursuing a comprehensive, multi-faceted approach to addressing the important issues presented by the Company's financial situation and request for relief.

THEREFORE BE IT RESOLVED,

that the APFA Board of Directors adopts a comprehensive, multifaceted plan of action that includes the following basic principles:

- 1. APFA should be prepared to address and promptly respond to all contingencies that may arise.
- 2. APFA will continue to actively monitor American's financial situation and related relevant information and will base its actions upon the best and most current information available.
- 3. If the need for relief is demonstrated to APFA's satisfaction, the relief to be provided will be designed to address, and will be limited in scope and duration to meet, the specific demonstrated need for relief. Every effort will be made to preserve to the maximum extent possible existing terms and conditions of employment.
- 4. If relief is provided, pre-relief conditions must be restored as soon as there is no longer a demonstrated need for relief.

- 5. APFA will seek to obtain appropriate protections and relief from the Company in the event APFA determines to provide any relief to the Company.
- 6. Membership involvement will be a critical part of APFA's plan of action. The membership will be kept fully informed of pertinent developments, membership input will be solicited, and membership participation will be welcomed and actively encouraged.
- APFA recognizes the importance of coordinated, consistent efforts with its Union Coalition partners and will make every effort to facilitate and encourage such coordinated efforts.

BE IT FURTHER RESOLVED.

that the Negotiating Committee, under the direction of the APFA President, is directed to take all necessary action, including a thorough review of the collective bargaining agreement, to be able to expeditiously address varying contingencies: and.

BE IT FURTHER RESOLVED, the

Board of Directors reaffirms that, if it is determined at some subsequent time, based on a thorough review of the most up-to-date information, it is necessary and in the best interests of the American and TWA-LLC flight attendants to provide certain relief to the Company, it will not provide such relief without first obtaining the approval of the APFA membership.

American Airlines

February 4, 2003

Mr. John Ward President Association of Professional Flight Attendants 1004 W. Euless Blvd. Fuless TX 76040-5018

Dear John.

Last year we began the process of working together to save American from the financial crisis confronting our industry. Thank you for your efforts to work with us during these challenging times, and for embracing the active engagement process to work collaboratively to seek mutually acceptable solutions to our problems.

As we expect your financial advisors have confirmed, our cost structure is simply not sustainable in today's aviation marketplace, particularly as pricing actions by low-cost and bankrupt carriers continue to exert unrelenting pressure on our financial situation.

We took a different approach from other major carriers to respond to these and other industry altering dynamics. Before turning to our employees for financial help, we first implemented an aggressive restructuring plan to reduce costs and increase revenue. Through the plan, we have identified \$2 billion in annual, permanent, structural changes - a cost savings greater than any other airline. In doing so, together we are making significant changes in our operation, our product and our service to build a more efficient and innovative airline.

But we need to do more, and we need to do it now. We continue to lose millions of dollars every day, forcing us to borrow vast sums of money just to meet payroll and stay in business. Now, our number one priority must be to deliver the additional \$2 billion we estimate that we need to survive. Our financial results make it abundantly clear that American's future cannot be assured until ways are found to significantly lower our labor and other costs. The recent experience of other high-cost carriers demonstrates that the longer we wait to take action, the action that is necessary will become increasingly more severe. Clearly it is not in our employees' best interest to follow these examples.

Today, as a last resort, we are taking the difficult step of asking all of our employees to participate in American's recovery by working with us to deliver \$1.8 billion in permanent, steady-state savings. We hope to work collaboratively with you to restructure labor agreements to realize these permanent, annual savings and those needed to address our long-term financial health.

In response to your request, we have proposed the portion each work group would contribute toward our airline's recovery. To be as fair and equitable as possible, the portions were based upon a combination of factors, including an alignment with American's strategic restructuring plan, the competitive landscape and a review of industry labor costs.

Based on this review, the flight attendants' portion is \$340 million. We want to work with you to determine together how best to achieve these savings, and expect it would be through a combination of wages, benefits and work rules

The other work groups' portions are as follows (in millions):

Pilots	\$660
TWU Represented employees	620
Agents and representatives	80
Management and support staff	100

Be assured that management will continue to do its part. Today's \$100 million allocated to management and support staff is in addition to the over \$200 million in savings already achieved through a 22 percent reduction in these positions and forgoing across-the-board management pay increases for a second straight year.

We have opened our books to review by your financial advisors, and we will continue to provide information necessary for you to reach an informed judgment on APFA's participation in these fundamental changes in our business. Importantly, as we work toward our recovery, you have our commitment that all employees will share in the opportunities any successful restructuring might provide.

Given the urgency of our situation, we are moving as quickly as possible with our on-going restructuring efforts. We are currently:

- · Closing two of our ten domestic reservation offices: Norfolk, Virginia and Las Vegas, which will unfortunately impact approximately 910 reservation representative positions; and
- Seeking to obtain accommodations from a number of our other stakeholders, including aircraft lessors, lenders and suppliers.

Unfortunately, we have little other choice. What we do have is an opportunity no longer available to our counterparts at United and US Airways: the chance to work together to find mutually acceptable solutions to our financial crisis in order to avoid the uncertainty of the courts and creditors determining our

Given the magnitude of this request and the sacrifice we are asking of our employees, the importance and impact of your leadership during this pivotal time is critical to our success. In the face of difficult decisions, courage and vision must triumph.

In our proud history, we have worked together to overcome many challenges and have earned a welldeserved reputation for innovation and superior service. This is a painful time, but we are confident that the men and women who have built their careers at American will recognize the gravity of the situation and work with us as we embark upon a difficult but necessary journey toward recovery. We are grateful for and inspired by the determination and dedication of the people of American and know that with your support, we will succeed.

Sincerely yours,

Donald J. Carty Chairman and CEO Gerard J. Arpey President and COO



A Story of a Liquor Audit

s I mentioned in my last article, liquor and headset audits have resulted in a number of Flight Attendant terminations for alleged theft under Rule 34 of the American Airlines Rules of Conduct. While APFA philosophically opposes these audits, the company continues to conduct them.

Remember, the company audits a flight for a number of reasons, such as a record of zero deposits, deposit discrepancies, a Network call, or a phone call from an employee to a member of management, regarding another Flight Attendant. Therefore, you could find yourself on a flight that has been scheduled for an audit due to another crewmember in question. If you are involved in an audit onboard, and questioned by management, you should request union representation immediately.

Here are the highlights of a recent System Board of Adjustment (SBA) case and its outcome in order to help each of us to better understand the thought process of an arbitrator, regardless of the outcome of the case. By understanding the logic an arbitrator uses, you can better understand the importance of following liquor policies and procedures in the event that you should have the misfortune of working a trip where a liquor audit is being conducted.

Until Flight Attendants are no longer required to collect cash on board, company liquor audits will always be a possibility. The facts and circumstances discussed below are specific to this particular case; however, the names, places, and circumstances have been modified to protect the privacy of the Flight Attendant.

The Issue: Was the company just in terminating Flight Attendant/Purser Mark Baker, a 22-year employee, for allegedly taking \$80 from headset revenue on an SFO-BOS transcon?

The Union's Position: The union maintains that the evidence fell far short of proving the charged misconduct and that the investigation was seriously flawed. Specifically, the company

delayed questioning the grievant for eight weeks, at which point he could not have been expected to remember the details of a flight.

Moreover, the system for selling headsets and liquor is loose and shoddy. Given the lax procedures and requirements, one cannot reasonably conclude that a fault for the shortage should be attributed to the grievant.

Overall, the evidence does not supply grounds for termination of this long-term employee. The union requested that the grievance be granted and that Mr. Baker be reinstated with seniority and pay restored in full.

The Company's Position:

The company says the evidence is clear. The penalty, it contends, is appropriate. It requested that the Board deny the grievance.

The Arbitrator's Analysis:

"This Board [which consists of an arbitrator, two union members and two company members] does not take lightly the company's burden of proving just cause with clear and convinc-

ing evidence. The evidence in this case is circumstantial there were no eyewitnesses to the grievant having emptied the envelope. But, for the reasons to be discussed, the evidence, while circumstantial, is strong and ultimately compelling. We have carefully reviewed the record in this case and conclude that common sense leaves no room for any conclusion other than Mr. Baker committed the charged act.

"Analysis of the facts of this case requires an understanding of the procedures involved. According to the record, headsets on flights are normally sold to passengers for cash. One Flight Attendant, normally the purser [the grievant's position on this flight] will serve as a collecting agent for the money. He or she does not participate in headset sales. Rather, the money is collected by other Flight Attendants in the main cabin and ultimately deposited in a deposit envelope. Somewhere near the end of the flight, each Flight Attendant signs off on the envelope by affixing his or her initials, indicating the employee number and the amount of currency collected, even if no currency was collected. The envelope is then taken by the Purser, who totals the cash, signs his or her employee number and initials, and forwards the envelope to the company.

"The procedure is by no means ironclad. According to the evidence, headset envelopes can be handled casually. They are from time to time left around on coun ters or hung in galleys with little or no security procedures attached. Normally, Flight Attendants sign off themselves, and this is clearly the preferred procedure. However, at times, others fill in numbers and amounts on behalf of their colleagues. While these practices are often at odds with required company procedures, it is also apparent that things can get busy during a flight, particularly near its conclusion. One accepts the premise that the collection process is often casual.

"While unusual, it is by no means impossible that a headset envelope is returned empty. There are circumstances that a decision is

made, normally by the purser, to provide the headsets on a courtesy basis. One such instance is relevant to this case."

[The Arbitrator continues to explain procedures.

"Routinely, headsets are collected at the end of a flight. Sometimes, however, they are left by maintenance crews in seat backs or on seats. At the pre-flight walkaround, a purser who sees this or who is told of this by other Flight Attendants must make the decision either to call a cleaning crew and have the sets removed or to leave them at the seats, due to time considerations. In the latter case, passengers will be informed that the standard charge for viewing movies is to be waived. At that point, all headsets are complimentary. No money will be collected by the Flight Attendants, thus no money will be deposited in the collection envelope.

"In the instant case, Mr. Baker totaled the funds as '0' and inscribed the envelope with the message 'Headsets in seats M/C

(767)' indicating that, in fact, (1) uncollected headsets were discovered in main cabin seats, (2) a decision was made to comp them and thus, (3) no money was collected. The entries and initials of nine Flight Attendants, taken together with the written affirmation by Mr. Baker, codifies this as the necessary scenario.

"But the testimony and evidence in this case demonstrates, generally without dispute but in all cases overwhelmingly, that there were no headsets in the seatbacks that night, revenue was collected during the flight, no announcement was made concerning any waiver of headset charges, money was deposited in the envelope, and Flight Attendants' entries and initials were forged. And, central to this case, the evidence also shows that Mr. Baker himself collected the funds from his colleagues but turned in an empty envelope. In the overall, not only do the facts unavoidably point toward Mr. Baker, but there is no scenario that may reasonably be said to be consistent with his innocence.

company is clear, consistent, and compelling. Unquestionably, there was a theft. Seven witnesses testified they personally observed the sale of headsets and the collection of money from passengers. As will be detailed below [edited for purposes of publication in **Skyword**], three auditors testified that they themselves paid money. Flight Attendants say they collected it. Clearly, the money was stolen. The Association [*Union*] does not dispute this. Indeed, the Association does not question the credibility of the testifying witnesses: By conceding that the initials (all but the grievant's) were forged and a theft occurred (according to evidence presented), it necessarily endorses the testimony of the wide range of management witnesses who claimed that money transactions occurred and that the signatures were doctored. The Association argues that the evidence cannot be seen as pointing to the grievant. But the evidence is strongly against Mr. Baker.

"The evidence presented by the

"For discussion purposes, such evidence can be divided into two

realms. The first concerns the observations concerning cash sales and public address announcements. The second, and by far the most significant, are the observations concerning collection of the monies directly by the grievant.

"Because the company was concerned about a series of empty liquor envelopes submitted by Mr. Baker, it decided to assign eyewitness auditors to the flight in question. One auditor testified he heard the announcement on the flight concerning the five dollar cost for the movie, that he saw Flight Attendants with 'an armful of headsets' who 'started from the back of the plane [and traveled up the aisle, went row by row, asking if anyone wanted to buy a headset.' And, he testified he was able to observe 'the actual cash bills being transferred.' He recorded the description and position of the purchasing customers on a note. Another auditor on that flight also heard the announcement, observed and recorded other headset sales, and purchased a headset herself. A third auditor

saw no headsets in seats, heard the movie announcement, saw cash transactions, and bought a set himself. Flight Attendants working the flight confirmed they sold headsets and collected monies.

"... Mr. Baker testifies, on the one hand, that he has no set pattern with respect to collecting liquor and headset monies, suggesting that, at times, he circulates among the Flight Attendants, receiving monies directly, while at other times, he simply sends the envelopes back to the main cabin with the expectation that the Flight Attendants will deposit the monies themselves and return them to him. Later in the testimony, however, he indicated that he almost always sent the envelopes back and thereby relinquished any control over them during the flight.

"If, in fact, it may be shown he was fully involved in that process, his written assertions concerning headsets in seatbacks, as well as his zero total for collections, may only be seen as fraudulent on his part. The testimony on this specific point by other Flight Attendants under subpoena was pained and reluctant. But it was also detailed and damning.

"[Through testimony], one Flight Attendant who worked the main cabin recalled she put her cash into the headset envelope and that the grievant was present. ... This testimony is clear, persuasive, and consistent with her colleagues' recollections. Another Flight Attendant testified to the same events. ... A third Flight Attendant confirms the same scenario [through testimony]. Another Flight Attendant testified that Mr. Baker came to the aft galley where she was working to have her sign the envelope.

"The union vigorously challenges these recollections, claiming they are questionable expansions of initial comments reflected by early company interviews. To be sure, the early interviews were relatively brief, although they were in no sense contradictory. It is neither unusual nor surprising that witnesses called into a serious and potentially

adversarial surrounding would be careful, even guarded, in their responses. The Board has carefully reviewed both the initial statements and the testimony of these witnesses, which was subjected to extensive cross-examination and inquiry. We have no reason to conclude that the testimony by these very uncomfortable and understandably reluctant witnesses was anything other than candid. These comments are seriously incriminating. Not only do they place Mr. Baker in direct contact with the monies being deposited, but they also memorialize the signing of the headset envelope by these employees, who also testified that the signatures purporting to be theirs on the envelope signed and deposited by Mr. Baker were forged. Given all these facts, the case against the grievant is compelling.

"We have attempted to explore alternative scenarios in an effort to find explanations for what appears to be a profound case against Mr. Baker, but common sense does not support these possibilities. It is conceivable that the thief, or thieves, endorsed the

envelope falsely, then turned it over to the grievant with the report that no money was collected because headsets were in the seats. In this scenario, Mr. Baker's notation concerning headsets in the back of seats would have been inaccurate, but innocent. If all the main cabin Flight Attendants had conspired to steal the money, it would simply have been necessary to fill out the envelope improperly and give to the grievant. If fewer than all were involved, it would have been necessary to switch envelopes, (not a difficult maneuver) according to the evidence, and forge the entries and initials and entries of the innocent Flight Attendants.

"Yet, with due regard for the possibility that the headset envelope was out and available to other individuals, it is at least unlikely that a cadre of conspirators would have gone to these extensive lengths, including the forging of all nine Flight Attendants' signatures and switching envelopes, in order to divide a relatively small amount of money in the envelope. It would have been far

easier to pocket some of the proceeds and under-report the sales.

"If, instead, one is to hypothesize a single perpetrator among the Flight Attendants, that individual would have had to take exquisite and risky steps, including ensuring that he or she was the last of the Flight Attendants to hand the envelope to the grievant (to avoid another attendant entering a sum of money) together with the fervent hope that Mr. Baker would have been wholly unaware during the flight of any sales to passengers and/or unimpressed by being told that, contrary to his standard announcements concerning headset charges, the headsets were comped. Here again, the easier and far safer approach would be to simply under-report sales, or to take some, but not all of the contents of the envelope. Even then, the individual would have to assume that Mr. Baker would not check the totals or would chalk up discrepancies to arithmetic errors. Mr. Baker, for his part, testifies he remembers nothing whatsoever about the flight. Given the amount of time between the

flight and the company's inquiries of him, it is possible he would have been unable to separate this flight from the dozens of other similar trips he made on a routine basis. The union argues vigorously that, by its delay, the company deprived Mr. Baker of due process in a variety of ways. First, it says he could not have been expected to recall details of a flight three weeks earlier that was, in his view, unexceptional. But while the company might have inquired sooner, there is no reason to conclude that the delay was of such magnitude as to devitalize the grievant's opportunities for a defense. By this finding, we do not mean to suggest the investigative process was beyond reproach. The interviews of involved personnel were unnecessarily attenuated in terms of the integrity of the evidence and basic fairness and comfort to those under scrutiny. The investigative process could and should have been more timely and efficient. The necessary evidence, auditor reports, and Flight Attendant inquiries were readily available soon after the flight. Delays may threaten the quality

of the information needed to render a fair judgment. Our conclusion in this case is that the reliability of the evidence was not compromised, but these findings should not be viewed as an endorsement of the manner in which management conducted the fact gathering in this case.

"The company questions whether Mr. Baker's total mental lapse is merely convenient under the circumstances. But it is not the grievant's obligation to prove his innocence. The burden rests with the company to prove its case. In this case, for the reasons set forth herein, we find that it has shouldered that burden.

"Based on the emphatic and credible testimony by colleagues and others who have no apparent reason to falsify their words, the conclusion is that Mr. Baker became directly involved in cash collection during the flight in question and falsified the envelope thereafter. Witnesses have testified firmly and persuasively that (1) headsets were sold, not comped, (2) money was collected by the Flight Attendants, and (3)

the grievant collected the money from them. These findings stand squarely contrary to Mr. Baker's written assertions that night that headsets were in seatbacks and that no money was collected. The finding, therefore, is that the company has satisfied its burden of proving just cause for the discharge."

Arbitrator's Award: The grievance is denied.

777-Staffing **Arbitration Update**

The 777 Preliminary Award is in the process of being signed off by APFA and American Airlines. APFA will receive the final award mid-March 2003 and we will announce the details of this award in the next issue of **Skyword**.

Stay tuned for details on this very important case and the potential impact it will have on all APFA members.



APFA SPECIAL BOARD OF DIRECTORS MEETING FEBRUARY 11 - 12, 2003

Radisson Barcelo **Hotel Washington** Washington, DC 20037

Please visit the APFA Website "APFA BOD Meetings Overview" for official minutes and all resolutions.

OFFICIAL MINUTES

FEBRUARY 11, 2003			WEDN	ESDAY, FEBRUARY 12, 2003
- John welcomed the Board of Directors to Washington, DC.				
0910	- Roll Call was taken.		0940	Roll Call was taken
0915	0915 - Resolution #1a was voted on and passed to amend the			John Ward asked the Board for consensus to address CRAF flying.
	agenda to include:		1028	Resolution #2 was voted on a passed, regarding CRAF flying.
	- CRAF	(Ward)		Yes: 18 No: 0
	- Arb. Update	(Bott)	1045	Off Record Discussions (from 1045 – 1207)
	- Legal Opinions - Legislative Update	(Mallon) (Ward)	1207	Resolution #3 was voted on and passed
	- Refirement	(Ward)		Yes: 18 No: 0
	- Expenses	(Hodgson)		Off Record Discussions and Presentation to the Board of Directors.
	- Departmental Communications	(Bott)	1555	Resolution # 4 was voted on and passed
	- Vice Chairs	(Turley)		Yes: 18 No: 0
	- AA/AMR Eagle	(Carrigan)	1600	Off Record Discussions
0916	Resolution #1 to approve the agenda as amend	led was voted	1620	Legislative Update
	on and passed.			Discussion on Retirement.
	Yes: 18 No: 0		1625	Communication/Education
0925	Off Record Discussions.			Immediate release of information to the Board and the membership
				regarding CRAF and retirement issues.
			1704	Resolution #5 was voted on and passed.
				Yes: 18 No: 0
				Discussion regarding AA/AMR Eagle.
			1715	Show of hands to adjourn.



Article 31 Arbitration

n previous issues of Skyword I have outlined my department's aggressive campaign to collect dues/fees owed to the APFA Treasury. Unfortunately, in rare instances, an individual does not meet their obligation even after being provided all of the proper notification and warning. A Flight Attendant's failure to take the "Alert Letter" seriously and pay the amount owed from an active status within the thirty (30) days allowed will result in termination from employment with American Airlines.

As part of my overall goal of full membership compliance, the Treasurer's Department has been working very closely with the System Board of Adjustment. Recently, an arbitration was held for a Flight Attendant terminated last year for non-payment of dues. Division Representatives from the APFA System Board of Adjustment (SBA), Brett Durkin, Lynda **Richardson and Marty** O'Rourk, SBA advocate, presented APFA's case. The full

text of the arbitrator's award is included below.

OPINION

Facts

The critical facts in this case are not in dispute. On November 15. 2001, the APFA sent Grievant a certified "Alert Letter" notifying her that, because she was more than 60 days delinquent in the payment of her membership dues to the Association, she would be given 30 days to satisfy the amount in arrears, \$1,507.76, after which the Association would ask the company to discharge her in accordance with the applicable provisions of the collective bargaining agreement. Grievant did not respond to the letter and, on December 20, the dismissal request was made of the company. The labor agreement stipulates that a member in such circumstances will be kept on the employment roles until disposition of her protest.

The matter was heard before the System Board of Adjustment.¹ A stenographic record of the hearing was prepared; witnesses were presented, and made available for examination and cross-examination.

Association Position

The Association contends it took all reasonable steps to attempt to secure the Grievant's compliance with her dues obligations. As required by the collective bargaining agreement, it sent a certified notice, referred to above, as well as posting a duplicate letter in regular mail. While Grievant did receive the notice of the certified letters, she did not pick them up. The Association contends, however, that the Grievant was, in fact, aware of her obligations and the potential sanctions that loomed. It contends that its actions in this case amounted, at the least, to constructive notice and that the request for discharge was appropriate. It requests, therefore, that the grievance be denied

Grievant Position

Grievant says she was unaware of the Association's communications. She had been in arrears on dues for a good part of her career at American and was

under the impression that arrearages could be satisfied in a variety of ways, including deducting them against vacation day accumulation. She notes that the moment she was made aware of the dismissal action, she vigorously attempted to satisfy her outstanding arrearages, but those attempts were rejected by the Association.

She vigorously denies, as well, that constructive notice can be seen as satisfying the contractual requirement of communicating by certified writing. Grievant indicates her continuing willingness to settle the outstanding fees and requests that her grievance be granted.

1 Originally, the Board was constituted as a five-person deliberative body. However, by agreement of the parties, on a non-precedent basis, it was stipulated that the undersigned would serve as the sole arbitrator in this case. Accordingly, the partisan members of the Board took no part in the decision-making process of this case.

Relevant Contract

ARTICLE 31-UNION SECURITY

A. UNION MEMBERSHIP 1. Flight Attendants covered by this Agreement shall as a condition of employment, maintain membership in the APFA so long as this Agreement remains in effect, to the extent of paying an initiation fee and membership dues (not including fines and penalties).

2. A Flight Attendant may have her/his initiation fee and membership dues deducted from her/his earning by signing the form "Assignment and Authorization for Check-off of Initiation Fees and Union Dues." as hereinafter set forth, or if no such authorization for payroll deduction is in effect, s/he must pay her/his initiation fee and membership dues directly to the A PFA.

D. UNION DUES DURING LEAVES/TRANSFER

Flight Attendants who are or who become members of the APFA under paragraphs A. or B. above shall pay membership dues as set

forth herein, except that payment of membership dues shall not be required as condition of employment during leaves of absence without pay or during periods of transfer to classifications not covered by this Agreement. This shall not apply to transfers or leaves of absence of less than thirty (30) days' duration.

F. DELINQUENT DUES **PROCEDURES**

When a Flight Attendant who is a member of the APFA becomes delinguent within the meaning of paragraph E. above [Article 31.E, page 320 of the APFA/AAL Contract], the following procedures shall apply:

1. The Secretary/Treasurer of the APFA shall notify the Flight Attendant, in writing, certified mail, return receipt requested, copy to the Vice President-Employee Relations of the company, that s/he is delinquent in the payment of initiation fee and membership dues, as specified herein and, accordingly, is subject to discharge as an employee of the company. Such letter shall also notify the Flight Attendant that s/he must remit the required

payment within thirty (30) days of the date of the mailing of the notice.

2. If, upon the expiration of the thirty (30) day period, the Flight Attendant still remains delinquent, the President of the APFA shall certify, in writing, to the Vice President-Employee Relations, copy to the Flight Attendant, that the Flight Attendant has failed to remit payment within the grace period allowed and is, therefore, to be discharged. The Vice President-Employee Relations shall then take proper steps to discharge such employee from the service of the company.

3. A Flight Attendant discharged by the company under the provisions of this paragraph shall be deemed to have been discharged for cause within the meaning of the terms and provisions of this Agreement.

Analysis

The penalty in this case - dismissal for non-payment of dues - is undeniably severe, but the dues arrearage problem is profound, as well. Upwards of a

million dollars has been outstanding in the past, and the Association recently concluded it would seek to enforce its contractual rights against members with outstanding balances. But the contract language, without regard to any of these facts, is dispositive. Article 31 (F) provides that, upon notice, "in writing, certified mail, return receipt requested," to the Flight Attendant of a delinquency, and a 30-day grace period to satisfy arrearages, the Association may request that the company discharge the employee. Upon such contact, the company "shall then take proper steps to discharge such employee from the service of the companv."² The only question in this case is whether the notice to Grievant was contractually appropriate.

Members have been notified. openly and consistently, of the dues problem and of their obligations via the Association's periodic newsletter, distributed by mail to each member 10 times a vear. There can be no real claim Grievant was unaware of her dues obligations in general: she does not make such assertion. Rather, she claims she was

unaware of the ultimate discharge sanction and, significantly, of its immediacy.

The Grievant testifies she received no actual notice of the dues deficiencies. She acknowledges receiving notices of attempts to deliver the certified mail in November of 2001, but says she declined to pick up the letters since she wished to deal with the problem after the holidays. She says she received no regular mail notifications. Grievant directs the arbitrator's attention to the case of Jerralyn Christie, **3** wherein the Grievant had also declined to pick up certified mail. In that case, the union ultimately employed a process server to deliver the notice personally.

2 Article 31, (F)(2), supra, p.4. 3 Case# SS-0006-1997-AAL-001.

The Board found that method to have satisfied the requirement of notice. In this case, on the other hand, there was no such service of process and the Grievant should not be found to have been properly notified, she contends. The company says the above facts should be seen as

amounting to actual notice. But, in any event, constructive notice under this agreement is sufficient.

For the reasons that follow, the finding is that the notice in this case was, in fact, sufficient to support the actions taken by the Association and, subsequently, by the company. Grievant argues that the language of the collective bargaining agreement calling for a certified mail notice is clear, leaving no room for discussion of constructive deliveries. The System Board of Adjustment is without authority to modify the terms of the agreement, it is claimed. While this is true.4 the parties themselves may negotiate and agree to supplement or modify a labor agreement. In that regard, the 1981 case involving Dwight Taylor is relevant and, in this case, controlling.⁵ There, as here, the Grievant was in arrears with respect to his dues payments. The company had acted to dismiss him, under the applicable terms of the labor agreement. At the hearing, the company and union entered into a Stipulated Award that was set forth as the System Board's award.

Significantly, the parties estab-

lished, via paragraph 5 of that Award, that, "with respect to Section 31(F) of the Labor Agreement, constructive notice by the union to an affected employee, if proven, shall suffice in the absence of total notice." This was an express agreement, bargained by the parties and memorialized by a System Board Award. As such, it controls the subsequent interpretation and application of the language of the collective bargaining agreement, leaving no room to argue that constructive notice is ineffective. In this case, the facts are undisputed that, at the least, Grievant received formal notification by certified mail, which she intentionally ignored. That mail carried explicit warning of her vulnerability to dismissal and, under the circumstances. there is no reasonable conclusion other than that it constituted, at the least, constructive notice.

4 Article 29(B)(1)(a) states, in relevant part, that "the jurisdiction of the System Board shall not extend to proposed changes in hours of employment, rates of compensation, or working conditions covered by existing agreements between the parties hereto." Without question, the Board has no authority to modify the terms of the collective bargaining agreement.

5 American Airlines and APFA, Case #DD-260-80. (198).

The parties to this labor contract have agreed that is sufficient. For these reasons, the finding is that the Association complied with the required procedures of Article 31 and that, accordingly, the grievance must be denied.

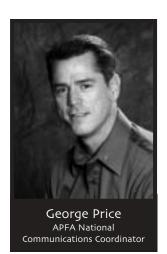
AWARD

The grievance is denied.

Richard I. Bloch, Esq. Chairman

PAYMENT ARRANGEMENTS

If you owe dues/fees and would like to make payment arrangements, please contact the APFA Dues Department at 1.800.395.2732, extension 8151.



The Rumor Mill Grinds On

We have all heard the saying "tell-a-graph, tell-a-phone, tell-a-Flight Attendant." Although a bit elementary, it does say something about our ability to communicate, especially with each other. As I have told members of the press numerous times in the past six months, Flight Attendants are some of the most creative, resilient, and interesting people I know. American Airlines Flight Attendants were hired because each of us is different in our own way. We bring something unique to each crew we are on to help form a team that can handle just about any situation. Our communication skills are by far more refined than most because of the very nature of our job responsibilities.

In the years before hotlines, web sites, and monthly publications, Flight Attendants often depended on each other for news on the airline, the union, and the industry. News would be passed from one to another until it just wasn't timely any longer. The problem inherent with this form of communicating is that the original version may vary greatly from the version told to the very next person. It is similar to the game you may have played at some social gathering where participants sit in a circle. The first person tells the

person sitting next to them something. The information is passed around the circle until the last person gets it. The interesting part about this game is to compare the original information to the information the last person received. It often is very different.

Today, this form of onboard, in operations, on layover communicating has become more refined through the APFA InfoRep Program. InfoReps are given information to disseminate through hotlines, the web site, and mailers. They can make hard copies of information to actually show their source and refer to it when discussing it. This helps to preserve the integrity of the information and the program itself. In these very turbulent times in the airline industry, where news is not often good, we are seeing an increase in rumors and speculation among all aviation work groups. Flight Attendants are no exception.

In the past few months, the APFA has seen an increase in the number of calls regarding information being passed around on the line and on electronic bulletin boards. The information has ranged from accurate to totally farfetched. Some of the information has been speculative in

nature. The APFA has not been able to confirm or deny certain information because the company may not have formally notified the union about the issues in question. Within days, some of what was heard actually came to fruition. Other times, we have received calls about information that was based on hearsay with no source at all. It is the "she said, he said, her friend in planning said" type information that has ultimately been proved baseless and caused some a great deal of anxiety.

When people pass on information that has no credible source or is without merit, it can cause a great deal of stress. It can also cause undue optimism. This is unfair to all of us. The APFA Communications Department has been working to provide Flight Attendants with as much information as possible to combat rumors and speculation, keep people focused on the facts, and reduce unnecessary stress. We have included not only APFA and American news on the hotlines and web site, but we have also begun providing industry news and links on the web site to other unions, airline stock information, and industry and government news sites. It is important to remember that there may be

times when information about a hot issue is not available. When it is, we will get it out to you as quickly as possible. It is those in between times when we all have to fight the urge to pass on unfounded information and wait for the facts for our own sanity.

In my 18 years with American, I have been called "HI6 George" and have served as Communications Coordinator for the APFA twice. I know well what communicating among our workgroup is like in good times and bad. That is one of the reasons I am in the position I am in today. I will continue to do what I can to disseminate the information our membership needs and deserves in a timely and efficient manner so that they can make informed decisions and pass on accurate information to one another.

If you hear information that you question, please feel free to email it in to my office at Communications@apfa.org or call it in to your APFA Representatives for clarification. Please call the APFA Hotline weekly and visit the web site for the latest factual information.



Self Defense Training

n the wake of September 11, we all continue to grapple with figuring out the best way to live in our new environment. Our lives and jobs continue to change as a result. Provisions passed Congress shortly after the horrific events that make fortified cockpit doors mandatory. Airlines have worked to comply with the law - the new doors are to be installed by this coming April.

The foreseeable future leaves Flight Attendants to handle any crisis in the aircraft cabin. Sometimes air marshals will be on board, but it's not something Flight Attendants can count on. Consequently, the Flight Attendant job makes new demands. Self-defense training is a logical next step.

"Self-defense" may be a misnomer, since the goal is to defend the aircraft cabin. The best way to accomplish that is through teamwork - for all Flight Attendants to be trained in distancing and self-defense maneuvers that can be used in a tight space. A provision in the Homeland Security Bill that passed Congress last fall requires all Flight Attendants to complete such training.

The APFA is aware of Flight Attendant concerns that this training will require more than they can physically perform and that their jobs may be jeopardized. That is NOT the case. The training being considered will not be pass/fail. The methods of selfdefense will accommodate all levels of physical ability. By understanding the procedures, the least nimble of Flight Attendants would be able to assist should their aircraft be under attack.

The legislation gave the Transportation Security Agency (TSA) the responsibility for determining the amount of training. Twenty-eight hours was included in an early version of the legislation, which was supported in an overwhelming vote of 87-6 by the U.S. Senate, and may be the number that TSA uses to design the program. While this sounds like a lot of hours, little of it is done in a classroom. A possible program design would have the initial four hours being done via e-mail. This part would focus on the training methodology.

The program may have as many as 16 hours of hands-on self-defense training. One of the points we have repeatedly heard is that in

order to be successful. Flight Attendants must build muscle memory. Muscle memory is built working no more than two hours in a session. So this part of the program would be done locally at a qualified self-defense instructor's facility. Commuters could identify a qualified instructor where they live, and it would not require that it be taken at the Flight Attendant's domicile.

Only the last eight hours would need to be completed at the American Airlines training center where cabin mock-ups are available. It would be a hands-on exercise using all that had been learned and applying it to the aircraft cabin.

Some APFA members took the voluntary self-defense training that American offered last year. The feedback from those who took it was that it was an excellent program, but they wanted more. The four hours offered did not afford enough time to build that muscle memory. None of the Flight Attendants who took the course felt that they would be able to instinctively respond unless they continued to practice what they were taught. Many Flight Attendants told us that they

did not attend because the class did not fit in their schedule. Some even said that if it was not important enough to be on their schedule, it must not be important.

TSA has not begun writing the regulations on Flight Attendant self-defense training, so we do not know the number of hours or how the training will be accomplished. Right now, TSA is focused on pilot training in the use of guns. The APFA will work closely with TSA to communicate your concerns as they design their program.

Our world has changed, our lives have changed, our jobs have changed. The APFA is working to ensure that American Flight Attendants have the training they need to handle the new challenges before us.





HVBL Days

wanted to rerun this article, originally published just after the APFA and American Airlines reached the Tentative Agreement in May of 2001. This new concept of high-time trip recovery is finally in place, and there are more details to share now. From a scheduling perspective, this is one of the most exciting pieces of the new agreement.

New language was added to Article 9.L, Appendix I.9L, Article 9.P.3, and Appendix I.9.P3. The 9.L. language reads, "If a Flight Attendant's projection is at or above her/his applicable monthly maximum, following an involuntary loss of time, such Flight Attendant may, at her/his option, have converted to AVBL days a number of days equal to the number of days contained in the original sequence. These available days may be placed on any remaining days on the Flight Attendant's schedule as long as the Flight Attendant has sufficient duty-free periods and is otherwise legal. The Flight Attendant can, in addition to receiving call-out pay, recover the original time lost plus one (1) hour. Crew schedule will not involuntary assign a Flight Attendant electing AVBL days

pursuant to this paragraph to any trip sequence."

Now that programming is in place, we know that these available days show up automatically on the days of your original trip as **HVBL**. You need not ask to have the days, but once they are on your schedule, you will need to speak to scheduling to have them moved if you wish.

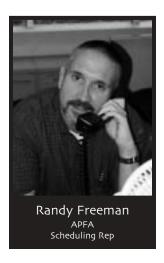
In simple terms, if you are a regularly scheduled, high-time flyer, involuntarily lose time, and your pay projection is above your monthly maximum, you can convert the same number of days lost into HVBL days. You can pre-plot or self-plot trip/trips valued up to the time lost plus one (1) hour. Regular AVBL plotting times apply. The HVBL days may be taken together or separately, if you choose. If you decide later that you do not want to fly on the HVBL days, you won't be forced on to a trip.

HVBL days are given only for sequence origination losses. You qualify no matter how you acquired your sequence or how you lost the time. If you are below the monthly maximum, MIC (misconnect, illegality, cancellation) procedures will apply.

For example: You have 90 hours and go illegal for your three-day trip worth 15 hours on July 1, 2, and 3. You will receive three (3) HVBL days on days originally scheduled to fly, but you may place them wherever you want on your schedule provided you have the required amount of duty-free periods. You could place them on July 6, 10, and 21 (random and separated); you could place them on July 13, 14, and 15 (random and together); or you could even leave them on the same days as the trip that was cancelled. You would then have the ability to plot up to 16 hours - the amount of the trip lost plus one (1) hour.

Although these new procedures have only been place for a month, the HVBL days have been popular and well utilized so far.

Until next month, carry your contract and fly safe.



Clarification

APFA Contract Coordinator Nancy Archer and Scheduling Coordinator Jena Hopkins coauthored the joint Scheduling and Contract article that appeared in the January 2003 issue of Skyword.



We Will Survive

oday is not tomorrow. Tomorrow is not forever. This may sound obvious or simplistic, but when you consider our lives and our work environment, this statement is not that obvious. As Flight Attendants, we spend many of our nights in unfamiliar, uncomfortable hotel beds, we wake up at inconsistent times in cities that don't remotely seem like home, and we jet our days around at 600 miles per hour with a new supply of customers several times a day. You are probably looking for something stable and secure and hope that the world and your life will slow down. Of course, you got into this job to see the world and meet and greet people. However, most of us want just one or two quiet places or quiet moments that are not rocking and rolling all the time. We may be having a hard time finding that peace and security that we so desire and deserve.

We strive for perfection, but perfection is unattainable. If we collapse into the idea that this turbulence is forever, we will have a hard time climbing back to well being. Now is a very good time to resurrect all of those coping skills that have worked in the past and discard the ones that

got in the way. Remember, we are the group who crawled up from sadness and grief to get our airplanes and passengers traveling again in 2001. We will survive. "I can't do this" does not match our past behavior.

Once again, we must remember how we do in the hard times. This is not a check ride. Striving to be perfect will only make the effort more difficult and impossible. It is important now, more than ever, to take one step at a time and just take care of ourselves.

Remember some strategies that have worked in the past.

- Breathe. Don't forget this very important energy giver.
- Eat well and limit the simple sugars. The high from a junk food fix is temporary and just adds to our problems.
- · Alcohol and drugs only make us forget temporarily. They have unpleasant rebound effects and decrease our feelings of worthiness. Besides, we are safety-sensitive employees responsible for others.
- Identify your most important affirmations, like "I can take care of myself and my significant others." Or "I am fallible, and I can

still accept myself." Practice positive self-talk.

- Many professionals believe that all change can feel like a loss. Take time to grieve and acknowledge our losses.
- Humor works. Even gallows humor can make us smile. Be careful to keep this in-house. Hurting others just increases our guilt.
- Down deep we are service people. Helping each other will make us feel better.
- Ask for help and talk to others before you think you should. Frustration is a sneaky emotion. By the time we get grumpy, getting relief is much more difficult. Besides, if I see that you are not OK, I can feel better about being imperfect.
- Don't forget to play and exercise.

Our lives will certainly change. We will survive and thrive. Our selfimage is not dependent upon how we are perceived. Certainly, by now we have earned the right to feel invincible.

Retirement Update

Jill Frank and Jani Rachelson are putting together a comprehensive article concerning bankruptcy and it's possible impact on our retirement benefits. This information will be sent to all members in a national mailer and posted on the APFA Web site. In the meantime if you wish to retire, please call 1-800-447-2000. Tell the American representative that you wish to retire. They will put you in touch with your retirement counselor. Due to the high volume of calls this is taking a few weeks. If you wish to make things happen quickly you can call your Flight Service Manager. Ask them to cut the Payroll Authorization (PA) for the date you wish to retire. On that date, you will be considered retired, however, it may take a number of weeks to receive your first pension check. This is due to the time necessary to process your paperwork.

We encourage you to visit the APFA Web site Retirement page for additional information and resources.

If you are already collecting your pension and our plan is taken over by the PBGC, your annuity would be subject to their maximum benefits and could be adjusted. See chart located on the PBGC web site at

www.PBGC.GOV



common question that A comes into the Contract Department is "How do I determine if my seniority is right?" First, we must determine which seniority you are asking about. To view the various types of seniority, go into your personal mode and pull up HI8.

The first line after your name will show SEN NBR. This is the number used for bid awards and anything else bid at your base. This number is generally adjusted around the 8th or 9th of every month. As Flight Attendants go inactive and return to active status, this number can vary month to month.

The next line is your System Seniority NBR. This is the number from the annual seniority shuffle done each year in June.

After the SUPV NBR (supervisor number), which tells what group you are in, there are three dates that are used for three different seniority types. They are as follows:

Company Seniority (COMP DTE) = Retirement/Vacation

Company Seniority is used for retirement calculations (i.e., Article 30, p.299 requires twenty (20) years of Company Seniority). It is also used to cal-

culate how many weeks of vacation you are eligible to accrue. (Article 6, pg. 56.)

Occupational Seniority (OCC *DTE*) = *Bidding*

Occupational Seniority is used whenever you are bidding. It is also used for longevity bonus calculations.

Classification Seniority (CLAS DTE) = Pay/Pay Raises

Classification Seniority is used to determine your pay rate and when your pay raises will go into effect.

Anytime you take a leave, your seniority status may be affected. Just how your status will be affected will depend on the type of leave you are on and how long you are out. To determine how your seniority status may be affected by your leave, compare the number of days you will be out on the leave to the chart at the end of this article.

For example, if you are awarded a personal leave from May through July, you may be on leave for a total of ninety- one (91) days. According to the chart, your Occupational Seniority date will not be affected, your Company Seniority date will be adjusted by a total of one day,

and your Classification Seniority date will be adjusted by ninetyone (91) days. In the above example, if your initial Company Seniority date was 01Sep89, when you return to active status it will be 02Sep89. If you have your Occupational Seniority adjusted to a date that coincides with a date of a new hire class, you would be slotted in according to your birth date for bidding purposes.

I hope you find this information and the chart on the following page helpful. As always, fly safe, carry your contract, and contact us at the Contract Department if you have any questions.

EFFECT OF LEAVES ON SENIORITY

Type of Leave	Seniority Type	Accrual Service Over Six Months	Accrual Service Under Six Months	
Personal	Occupational	180 Days	180 Days	
Includes proffered leaves and leaves following Maternity	Company	90 Days	Retain but not accrue	
(Not Family Leave)	Classification	None	Retain but not accrue	
	Occupational	180 Days	180 Days	
Educational	Company	None	None	
	Classification	None	None	
	Occupational	5 Years	5 Years	
Injury On Duty	Company	5 Years	5 Years	
,,	Classification	30 Days from date you become inactive (off payroll)	30 Days from date you become inactive (off payroll)	
Matamita Disability	Occupational	5 Years	5 Years	
Maternity Disability (M-3) Unpaid	Company	5 Years	Retain but not accrue	
. , ,	Classification	30 Days	None	
Family (FMLA) This chart assumes you are on an	Occupational	180 Days	Not eligible	
unpaid FMLA. If you are substituting	Company	84 Days	Not eligible	
VC or SK pay, your seniority will be affected differently	Classification	30 Days if your own illness, otherwise none	Not eligible	
	Occupational	5 Years	5 Years	
Sickness Unpaid (SLOA)	Company	5 Years	Retain but not accrue	
(SLOA)	Classification	30 Days	None	
	Occupational	Duration	Duration	
Sickness - Paid	Company	Duration	Duration	
	Classification	Duration	Duration	
	Occupational	5 Years	5 Years	
Military Leave	Company	5 Years	5 Years	
	Classification	5 Years	5 Years	
Overege Leevie	Occupational	Duration	Duration	
Overage Leave (Leave In Lieu of Layoff)	Company	Duration	Duration	
	Classification	Duration	Duration	

Occupational = Bidding Seniority; Company = Vacation Accrual, Retirement; Classification = Pay



Pup Tents at the End of the Runway?

Is This What the Company **Really Wants?** Appears So!

y original article for the y original article for the February issue of **Skyword** was something on the lighter side; it was the results of the Hotel Survey. It was written and ready to be sent to Communications for printing when I received a briefing from President John Ward on the afternoon of January 31st informing me of conversations that took place in a meeting he and other union representatives attended with the company. The information they were given stunned all of them. Jane Allen repeated it on her hotline message.

The company has decided to blatantly disregard our contract and sign at least one contract so far with a hotel that is not "mutually agreeable" to the unions. I want each of you to run, not walk, get your contract out, and read Article 21. Hotels and Transportation on pages 212-214. It was confirmed to me that the company has signed with a hotel in the Denver SUB-URBS that is not mutually acceptable to either the APFA or the APA for our long layover hotel. What

they did was in no way done in the spirit of mutual cooperation and respect. According to the company, the handwriting is on the wall; there are many more to come.

The contract clearly states in Article 21.H.2.c, "If, however, there are not mutually acceptable facilities, the company and the President of the APFA (or her/his designee) will meet to attempt to agree on a facility." This has not happened. There was never any meeting even proffered to discuss the Denver decision prior to the company signing the contract with the hotel. Both President John Ward and Vice President Jeff Bott will immediately address this blatant contract violation with the company.

We have further reason to believe that this will happen in Brussels and Zurich. In fact, a manager in the Hotel Contracts Department told me that she could change long standing (over 30 years plus) past practice of getting the APFA's and the APA's approval to change the length of long layovers vs. short layovers "to any number of hours she wants." In fact, the Hotel Contracts Department has moved short layover times in Los Angeles up to 19 hours and 59 minutes layovers, and these "short" layovers will now be at airport hotels. (That does not include the Marriott at

Marina Del Rey. This hotel cannot increase its current room numbers occupied by American Airlines crew.) This unilateral change in long standing past practice demonstrates a further lack of mutual respect and cooperation that is simply appalling.

I am keenly aware of the bad economy (I lost my 401(k), too) and the financial problems, especially in the airline industry. I want to make it perfectly clear that my department has done **EVERYTHING** possible to assist the company to keep the costs of hotels and transportation low...at the same time providing our crews with the best accommodations and locations possible.

The hotel industry is suffering greatly since September 11, 2001. They are experiencing huge numbers of vacancies and low bookings now and in future months. Many tell us there is no end in sight.

Consequently, these four- and fivestar hotels are lowering their rates and bidding (many for the first time ever) for crew business. It is the APFA's opinion that the company needs to work harder to secure these excellent cost-saving contracts and spend less time violating our contract. They plan to put crews in hotels in "Siberia" or at airports where frequently no food is available and no sleep is possible while

listening to planes takeoff and land day and night. No food and no sleep are major safety and health issues. All of you will have to make sure when this happens we all respond accordingly. (More on that in a later issue of Skyword. We are not without options in this situation.)

The company must be reminded that they signed the contract, too. and we demand they abide by it. On September 12, 2001, the following people signed on behalf of the company. Any communication you have with them should be "copied" to me at our e-mail address,

hotel-dept@apfa.org or by U.S. mail. Any conversations you have should be written down and details forwarded to us. President Ward. Vice President Bott, and I are doing everything possible to get the company to do the right thing. So let them know you expect the same.

Susan.Oliver@aa.com. Senior Vice President, Human Resources Robin.Dotson@aa.com. Managing Director, Employee Relations Rov.Everett@aa.com Patti.Klecka@aa.com John.LaMorte@aa.com Cheryl.Pope@aa.com Ben.Williams@aa.com

You should also let Jane.Allen@aa.com. Vice President of Fight Service, Bob.Kudwa@aa.com, Vice President of Flight, and Monica.Chamberlain@aa.com Manager of Hotel Contracts, know that you want the contract and past practice followed. You are entitled to sleep (quiet rooms) and to eat (food available.) You are no less human than they are.

Hotel News and Reviews

Montreal, Long;

as reviewed by Sandy DiSalvo

We will be renewing the contract at the current layover hotel, The Renaissance Montreal Hotel, formerly The Hotel du Parc. This is a very nice property in downtown Montreal and by far the nicest property that we looked at on this review. The rooms are clean and quiet and have been updated with new duvets. The beds are triple sheeted, and the rooms offer all the standard amenities including coffee/coffeemakers, iron/ironing boards, and hairdryers. There are fax/modem connections that may be used free of charge, and local calls are free of charge. The hotel restaurant is open from 0630-2300 and offers crewmembers a 10 percent discount. The hotel lounge also offers a 10 percent discount on

food items. Also, there is a little café type bistro located near the lobby to grab a quick croissant and delicious cup of coffee in the morning or a sandwich in the afternoon. The hotel has a small workout facility open 24 hours, or crews can utilize the huge gym across the street (with indoor access to it from the hotel through a connecting walkway). There is a \$10 fee (CAD) to use this gym. However for the serious workout buffs, it may be well worth it. (They have state-of-the-art equipment and a heated outdoor pool with inside access to it.) There are soda machines and ice makers on every floor. The doors have deadbolts and peepholes. The hotel is attached to an underground shopping area with several shops and places to eat. The metro station is just down the street. The hotel told us that they would shuttle crewmembers to anywhere within reason from 7 a.m.-11 a.m. and 4 p.m.-8 p.m. The hotel plans to expand the business center and has ordered 130 new a/c units with wall controls to replace older units.

The APFA was well aware of the complaints we had on this property. During the review, I spoke with Renaissance Hotel representatives as well as the Hotel General Manager regarding our crews being given smoking rooms instead of non-smoking rooms and also about our crews being given rooms with "Murphy" beds instead of a standard bed or beds. As for the "Murphy beds," they have all been moved, and the 15th floor now has regular standard beds.

The hotel has stated that they will work more closely with their front desk staff to ensure that nonsmoking rooms are blocked for American crewmembers. The hotel also told us that they often do have problems with foreign travelers from around the world smoking in non-smoking rooms.

Hopefully these issues will be resolved once and for all. If you have any issues regarding your hotel, please let us know ASAP. Be sure to include the date and room number in your report. Thanks!

Montreal. Short:

as reviewed by Sandy DiSalvo

Without much of a choice in Montreal for short layovers, we will be renewing the contract at our current layover hotel, the Holiday Inn Airport West. The renewal will be for ONLY ONE YEAR with hopes of moving to a hotel that is currently being built, closer to the airport. The current layover hotel is located a good 15minute drive from the airport. The hotel offers crewmembers "pre check-in" in the crew van on the way to the hotel and provides a courtesy shuttle van to anywhere within a two- mile radius

of the hotel. Crewmembers receive a 15 percent discount in the restaurant, lounge, and on room service. The guestrooms offer all the standard amenities. and the bathroom floors are heated. The rooms have free Internet access as well as free local calls and toll-free calls. The hotel has an indoor pool, squash court, and a small workout facility.

This hotel is now under a new management team. The APFA and the APA expressed our concern over the complaints about the highway noise. The hotel management team promised once again to alleviate the problem. It is being written into the contract with this hotel that American crews are to be given non-smoking rooms on the quieter side of the hotel, which is the parking lot side. If you lay over here and are given a room on the highway side of the hotel, please let the APFA Hotel Department know as soon as possible. Include your room number and date you were there so we can follow up. Thank you! I wish I had better, more exciting news for all of you who frequent Montreal.

Chicago, Long:

as reviewed by Patty Bias

We have moved to the Allerton Crowne Plaza Chicago for our downtown layovers. This is a very classy European type hotel. The entrance is through the

motor lobby with registration on the third floor. The period hotel was built in 1922 as a men's extended stay hotel. It underwent a \$65 million renovation a few years ago and has been used several times as an overflow hotel, receiving great reviews whenever crews stayed there. The lobby is very impressive, handsomely decorated with mahogany wood and period light fixtures.

Located on the 25th floor, with breathtaking views of the city, is the Fitness Center. It is very well equipped with Life Fitness equipment and a very nice sauna. The hotel gift shop, on the lobby level, is open from 0700-2300 daily and offers a variety of snack items and toiletries. The business center is located there.

The hotel offers 24-hour room service and is offering a 25 percent discount on all food and beverages purchased from room service and the beautiful hotel restaurant. called "Taps-On-Two." It is located on the second floor and is open from 0600-2200 daily. The lounge is called "Taps-On-Two Lounge" and is open daily from 1100-0100. From 1700-1900 hors d'oeuvres are offered compliments of the manager. The variety is quite extensive. Be sure to try it.

The rooms are quiet and luxurious, with standard features including clock radio, coffee maker and all the other amenities of a fine

hotel. A very nice feature is a Sony CD player in every room.

Across the street from the hotel is the Chicago Place Shopping Center. It is a seven-story mall that features an extensive food court.

I am positive you are going to enjoy your new long layover hotel located in the heart of Chicago's Magnificent Mile, filled the very best shopping, dining, theater, and museums available in Chicago. Enjoy!

Denver, Long;

as reviewed by Steve Carter

Good-bye to Downtown Denver. We ARE going to miss you. Hello, Suburbs.

Our wonderful hotel in downtown Denver, The Magnolia, a small "business boutique" hotel, decided that they no longer wanted any crews. We enjoyed a wonderful relationship with them, and it was strictly a business decision on their part. It was the perfect hotel in a great location.

The company sent out bid letters and seven downtown hotels wanted our business. Both the APFA and the APA agreed on three hotels in the same order of preference, all located in the wonderful and much liked downtown area. Additionally, two hotels across from the old Denver Stapleton Airport out in the suburbs also submitted bids. I told the company representative I

viewed the visit to these two hotels as a "courtesy call" since she had scheduled them and that I would not seriously consider either property under any circumstances. We had fought long and hard for several years to get downtown, and we had enough to choose from there.

Much to my surprise and in violation of our contract, the company selected one of the properties across the big highway from the "Stapleton Project." The city has knocked down the airport (formerly Denver's main airport) and is "creating a culture" there. It is in the very, very early stages. Currently, there is a large home improvement store there along with a large discount store and small clusters of other "strip mall" type stores. Not much for a 30-hour layover. Having said that, here goes:

Our new hotel for long layovers in Denver will be Renaissance Denver Hotel. It has 400 rooms and is built in an atrium style with all doors opening to the inside of the building. It was renovated in 1995.

All rooms have either two queen or one king size bed, all triple sheeted. Air and heat are individually controlled. Room keys are electronic, and doors have a double lock, bar lock, and peep holes. There is cable television with 32 channels and pay-per-view. Rooms have a coffeemaker, iron/board, and hairdryer. Local, 800 access, and credit card calls will be free.

Seventy-five percent of the rooms have balconies with sliding glass doors and blackout drapes. Another amenity will be USA Today and a local Denver paper delivered to your room each day.

The hotel restaurant is called The Brasserie and is open from 0630-2200. Room service is available 0600-12 midnight, and the lounge is open from 1100-12 midnight with a light menu until closing. There is a gift and sundries shop open seven days a week from 0700-2200.

All food and beverages will be discounted 10 percent. THERE IS NO FOOD AVAILABLE FROM MID-NIGHT UNTIL 0600. The nearest 24-hour restaurant is one mile away. The hotel is located on a major highway; please do not walk alone there at night. Ask hotel staff to drive you and pick you up from the only available restaurant.

The hotel has an exercise room, indoor and outdoor pool, Jacuzzi, and sauna. A crew lounge with free high-speed Internet access is planned.

Flight Attendant Suggestion:

Karen from IDF suggests that with all of this cost cutting going on that we all be ever watchful of the hotels that our management uses for their overnights. Please let this office and your APFA Representatives know the details.

Carrie Maniaci

Just turning 20 and from a small town outside of Cleveland, Ohio, I started flying in 1989 and was in class 89-40. Being the youngest in my class, not really having a choice. I was sent to DCA. This was such a great base, small, friendly, and quite junior at the time. The flying was great and reserve was just a few months. The time I spent there was a blast, and I ended up meeting the perfect guy after only five months. We got engaged and shortly after he was transferred to Fort Worth with his job. I transferred to DFW in '91, got married, and have been based here ever since.

I started getting involved in union work right before our strike in 1993. I was volunteering at phone watch and helping out any way I could. This was the time I realized how important it was to really know and understand our contract. I started on the Hotel Committee in 1996, have been on the base council since 1997, an InfoRep since 1998, and have periodically helped out in the base office.

I really enjoy doing hotel reviews because I am a true line Flight Attendant, flying about 80 hours a month. I usually hold three-day trips, and the hotels we stay at are very important because I'm no "slam-click." I get in and want to go out. Location is a huge factor and so are restaurants, entertainment, and shopping all in walking distance. When I get back to the hotel, I want a clean,

comfortable, and quiet room. One of my favorite hotels would be the Sheraton in Boston. It's a beautiful hotel in a fantastic location, being in the heart of Boston with loads to do. The rooms are great with their "WESTIN-LIKE" beds.

Most people who know me, know that my husband and I love to travel on our days off, and I'm always planning another vacation. The hardest thing is leaving our two dogs. In my spare time I volunteer a lot with a non-profit organization. Canine Companions for Independence (CCI), which trains dogs for the disabled. I started a program several years ago that American sponsors where American employees, mostly Flight Attendants and agents, on their days off help transport puppies from the West Coast to DFW.

In all my years of flying, I have learned to really enjoy life, make the most out of any situation, and not take things too seriously. Take

advantage of our job and really make the most out of your layovers and keep the union informed on the hotels you both love and dislike.



Congress Off to Fast Start!

Legislation to Change the Railway Labor Act Update

by Joan Wages

APFA Washington Representative

While the halls of Congress were quiet after the session ended in November, the APFA spent time preparing for the new Congress to get under way. Joined by DC Flight Attendants Linda Souder and Thea Holmes, the APFA continued its lobbying efforts to oppose Senator John McCain's (R-AZ) legislation that would require third party arbitration to settle bargaining disputes.

GOOD NEWS: Just prior to the writing of this article, Senator McCain announced that he may NOT reintroduce his Airline Dispute Resolution bill from last session. The bill would take away the 30-day cooling-off period the time period when many contracts are settled - and also take away a union's right to strike. All airline labor unions have lobbied strongly in opposition to this bill Consequently, many crewmembers have stopped the Senator as he passes through airports and have expressed their concern. Your voices have been heard. Now, when you see Senator McCain traveling, be sure to thank him for listening.

Senator McCain, Chair of the Senate Commerce Committee, is

still expected to hold a hearing on the Railway Labor Act soon, giving carriers and unions an opportunity to express their views on changes needed in the RLA. Although Senator McCain has backed away from such a bill, there is no assurance that other senators or representatives won't introduce a similar bill. The APFA will keep you apprised of any other efforts as soon as possible.

Flight Attendant Certification

The APFA has been working with the other Flight Attendant unions to draft legislation that would require the Federal Aviation Administration (FAA) to certify Flight Attendants. Representative Nita Lowey (D-NY) has offered to introduce the bill in the House of Representatives and Senator Barbara Boxer (D-CA) in the Senate.

Why certification? Why now?

The Flight Attendant job has become increasingly complex over the years, as we have recently seen with the raising of the terrorist threat level to Code Orange. More and more is expected of

Flight Attendants as first responders during a medical crisis and in the area of security. Flight Attendants should be certified for their position just as every other workgroup under FAA jurisdiction - from parachute packers to Pilots.

The foremost reasons Flight Attendants should be certified:

- The Federal Aviation Administration requires cabin crew on board all transport category aircraft (20 seats or more) to handle aircraft evacuations and other emergency procedures. The traveling public deserves assurances from the FAA that the cabin crew is properly trained to handle an emergency.
- · Cabin crew are in-flight first responders trained to handle medical emergencies, fires, and security problems.
- · Cabin crew must be drug and alcohol tested.
- Federal regulations limit cabin crew duty time and stipulate mandatory rest periods.

- Cabin crew are subject to criminal background checks.
- The Federal Aviation Administration certifies other workgroups with safety responsibilities under its jurisdiction. For example, the FAA certifies pilots, mechanics, repairmen, dispatchers, and parachute packers.
- Certification will make the Federal Aviation Administration responsible for ensuring that cabin crew are qualified to perform their safety and security duties.

Once this legislation is introduced in the House and Senate, it will be posted on the APFA Web site. We expect the bill to be introduced soon.

CapWiz

This congressional session could be one of the busiest in memory, so we are making every effort to ensure that the APFA is ready to spring into action when needed. Through CapWiz, found on the Government Affairs page of the APFA Web site, APFA members will have easy access to congressional information and the latest updates on what's happening on Capitol Hill with certification and

other issues relevant to the job. Just a couple of weeks into the session, CapWiz was put to the test. We received word on a Friday that language would be proposed to be included in the Omnibus Appropriations bill that would make Flight Attendant self-defense training voluntary. Language that passed Congress last November in the Homeland Security Bill makes the training mandatory. The Omnibus bill was in conference, and it would be decided by the following Monday. CapWiz sprang into action and within hours Flight Attendants were phoning key senators and representatives. In addition, APFA President John Ward sent a letter to every member of the conference committee. When the proposal came up at Monday's meeting, it was immediately removed BECAUSE OF THE FLIGHT ATTENDANTS' RESPONSE! Keep up the good work! It IS effective.

The State of the **Airline Industry**

The dire state of the airline industry prompted Senators Hollings and McCain to hold a hearing just after the new Congress was sworn in. (At hearing time, the Democrats still controlled the

Senate until a committee funding resolution was reached. Consequently, Senator Hollings chaired the hearing, recognizing Senator McCain as the "Chair-To-Be.") Usually, the political parties spend the month following Congress's return dealing with internal organizational issues. Rarely are hearings held in the first few days of a session, but the Senate Commerce Committee felt the urgency of the situation called for an early hearing. Assistant Secretary of Transportation Jeff Shane and American Airlines CEO Don Carty testified as well as NW's CEO Robert Anderson, ALPA President Duane Woerth. Professor Alfred Kahn (considered the Father of Deregulation), and a business travelers' group.

Aren't Flight Attendants also being impacted by the downturn in the industry? Why wasn't the APFA testifying? Testimony before congressional committees is by invitation. The committee chairman and staff decide what the point of a hearing will be and who will best communicate that point. An effort is made to get as broad a range of testimony as possible. In this case, the hearing focused on the factors most

responsible for the current state of the industry, the role of the carriers in helping themselves, and the government's role (assuming security costs, etc.).

ALPA has a long history of providing sound and informative testimony before Congress. Their large political action committee (PAC) gives them a high profile and their team of lobbyists work to give ALPA a persistent presence on Capitol Hill. With all of these factors together, ALPA is often the one members turn to when they need or want a labor representative.

HELP RAISE THE APFA'S VISIBILITY ON CAPITOL HILL BY JOINING THE APFA PAC. SEND IN THE **CARD INSERTED IN THIS ISSUE. YOU CAN FIND MORE INFORMATION ON** THE APFA WEB SITE.

E-mail Addresses Success!

Do you have an e-mail address? If so, have you registered it with the APFA Membership Department? If not, please take a moment to send an e-mail to Membership@apfa.org. Be sure to include your name, employee number, and vour e-mail address. If you have made changes to an e-mail address you have already registered, please update this information with Membership.

The APFA faces a great number of challenges in 2003. Many of these will be related to proposed legislation in Washington, D.C. We have activated Capwiz, the APFA's new legislative Internet service, to assist us in creating a stronger presence on Capitol Hill. In order for this service to be effective, the APFA must have as many of our members' e-mail addresses as possible on file. This will allow us to send out "Action Alerts" to notify the membership of pending legislation and outline the APFA's plan of action.

Register your e-mail address today and then watch for your first "APFA Action Alert."

General Information Regarding Bankruptcy

The following information has been provided in an effort to educate APFA members on the issue of Bankruptcy. Inclusion of this information in Skyword in no way indicates that Bankruptcy is immiment for American Airlines.

Q: What is a bankruptcy?

A: Under federal law, a bankruptcy is a legal proceeding designed to provide a collaborative process for the resolution of an individual's or a business's debts. Bankruptcy operates according to a special set of rules and standards governing the debtor's rights and obligations, as well as the rights and obligations of creditors and other parties. These rules replace "common law" (or, non-bankruptcy) debt collection rules. The federal law governing a bankruptcy is contained in Title 11 of the U.S. Code and is known as the Bankruptcy Code. Bankruptcy cases are supervised by the U.S. Bankruptcy Courts, which operate as divisions of the U.S. District Courts.

Q: What are the differences between a Chapter 7 and a Chapter 11 bankruptcy?

A: For businesses, a Chapter 7 filing is a liquidation proceeding where a company terminates operations. A trustee liquidates assets and pays out available funds to various classes of creditors pursuant to payment priority rules provided in the Bankruptcy Code. A Chapter 11 filing is a reorganization case that is intended to give a company an opportunity to restructure its operations and finances and emerge from bankruptcy pursuant to a plan of reor-

ganization. In airline and other Chapter 11 bankruptcies, companies typically seek a seamless continuation in operations so that customers do not experience any adverse impact on services. In a Chapter 11 bankruptcy, a company may attempt to reorganize its operations on its own, or with new investment, or sell some or all of its assets, either piecemeal or as a going concern. Though a Chapter 11 case is designed to prevent liquidation, a liquidation can occur in Chapter 11 if attempts to reorganize fail, or if all assets are sold.

Q: What are the basic rights a business obtains when it files for Chapter 11?

A: A business files a Chapter 11 case to reorganize, or restructure, its debts and other financial obligations. While in bankruptcy, creditors' collection efforts are suspended and the debtor gains certain rights, such as the ability to reject otherwise binding contracts, sell assets free and clear of liens and other claims, and to discharge prebankruptcy debt. Debts become bankruptcy "claims" and are typically paid under a plan of reorganization. Throughout the case, the debtor must act as a fiduciary for creditors, submit to the general supervision of the bankruptcy court, and accept the participation of creditors in the reorganization.

Q: How are creditors' actions suspended?

A: Upon the filing of a bankruptcy

case, an "automatic stay" is imposed which halts all efforts by creditors to collect on financial obligations or to gain control over the property of the debtor's estate. There are limited exceptions to an automatic stay. For example, regulatory actions by governmental entities are not affected by the stay. In addition, any payments authorized by the bankruptcy court, including payment under "First Day Orders," are exceptions to the general rule preventing the payment of pre-bankruptcy debt before all creditors are paid at the end of the case. While litigation against the debtor is also automatically stayed, grievance and arbitration proceedings under a labor contract may go forward, although any monetary damages may be dealt with in the bankruptcy process. Creditors can ask the bankruptcy court to "lift" the automatic stay, to permit litigation to go forward. Pre-petition claims that are not paid in full under a court order during the course of the case are paid under a plan of reorganization, usually at less than 100¢ on the dollar.

Q: What are "First Day **Orders?**"

A: First Day Orders are entered by a court based upon motions filed

by the debtor to authorize the company to pay various claims in full as they come due - including some that are "pre-petition" debts normally not payable until the plan of reorganization is implemented. These claims might include employee wages and benefits, as well as claims by key vendors, foreign creditors, and, in the case of transportation companies, claims under interline, clearinghouse and other travel-related agreements.

Q: Do aircraft lenders and lessors have any special rights?

A: Under Section 1110 of the Bankruptcy Code, the debtor has 60 days to agree to perform all obligations and cure any defaults (including pre-bankruptcy defaults) under financing agreements involving aircraft and aircraft equipment unless the secured lender or lessor agrees to an extension. If the debtor does not meet the deadline. the secured creditor can exercise its rights to enforce the obligations under the financing agreement, including taking possession of the property.

Q: How is a company financed under Chapter 11?

A: A company filing for Chapter 11 (which is now called the debtorin-possession ("DIP") because the debtor is still "in possession" of its assets) usually seeks new financing. This is called debtor-in-pos-

session ("DIP") financing and is used to pay for the operating needs of the company. DIP lenders will obtain a "superpriority" payment position ahead of all other creditors as part of a lending arrangement.

Q:What is the role of the bankruptcy judge?

A: The judge generally oversees the bankruptcy case process and must review action by the debtor that are out of the "ordinary course" of the debtor's business, including requests to assume or reject certain contracts (including labor contracts) or to sell assets.

Q: Who else is involved in a company's bankruptcy case?

A: The unsecured creditors, which would include employees and their representatives, have a formal role in a Chapter 11 bankruptcy. An official body called the Unsecured Creditors' Committee, usually consisting of the debtor's largest unsecured creditors, is appointed by the United States Trustee, a government official, to represent the interests of all unsecured creditors. Unions who have substantial bankruptcy claims are often, but not always, appointed to such committees. The creditors' committee hires its own professionals, including lawyers and accountants or investment bankers. The debtor pays for the committee's professionals. The committee has broad

powers under the Bankruptcy Code to investigate the affairs of the debtor and to negotiate the plan of reorganization on behalf of all unsecured creditors. In addition, any individual creditor or other "party in interest" can appear and be heard on any matter before the bankruptcy court.

Q: What can happen to a collective bargaining agreement in bankruptcy?

A: Under Section 1113 of the Bankruptcy Code, the debtor may ask the bankruptcy court for authority to reject labor contracts, and it can thereby seek to modify any provision in a labor contract.

The debtor must go through a negotiation and, in the absence of an agreement, a litigation process before it can obtain court approved rejection of a labor contract. First, a proposal must be provided to the union prior to the filing of the motion to reject the agreement. Among the statutory requirements are that the proposal must provide only for "necessary" modifications that are "necessary" to permit reorganization and assure "fair" and "equitable" treatment of all parties. The company must also provide the union with such relevant information as is necessary to evaluate the proposal. If no agreement is reached regarding modifications, then a full-scale bankruptcy court hearing is held where all interested parties can be heard.

Under Section 1113 (e) of the Bankruptcy Code, emergency short term relief may be granted on an expedited basis without negotiations if the court finds that the relief is "essential" to the continuation of business or to avoid "irreparable harm" to the estate.

Q: What is the ultimate outcome of a Chapter 11 bankruptcy process?

A: In terms of operations, a reorganization can take many forms, including emergence as a standalone entity, merger with another business, sale, or liquidation. In terms of the payment of creditors, the debtor negotiates a "plan of reorganization" with its creditors. This is a legal document that provides how the company will pay creditors and how it will be governed following emergence from bankruptcy.

Q: How is the Plan of Reorganization approved?

A: The debtor has the exclusive right to file a plan of reorganization for the first 120 days after filing the petition, although the bankruptcy court may shorten or extend that "exclusive" time period. In a large, complex bankruptcy, there are usually multiple extensions of the exclusivity period. Before a plan of reorganization may take effect it must be approved by the bankruptcy court and gain the required positive vote

of various classes of creditors. There are usually comprehensive negotiations over the plan between the company and the creditor groups in an effort to achieve a plan that has been agreed upon by as many constituent groups as possible before the plan is actually filed and circulated for voting.

Q: How long does a Chapter 11 case take?

A: There is no set timetable for a Chapter 11 case. The length of time depends on the size and complexity of the case. An 18-24 month case would not be unusual.



CRAF Flying Information

- To volunteer for the CRAF system wide volunteer list, complete HISEND form 31.
- To remove your name from the CRAF Volunteer List, answer "NO" to all questions on HISEND form 31.
- · Once added to the official CRAF reserve list, you are obligated to the operation for ninety days or until CRAF has been deactivated.
- Resignation from the CRAF reserve pool must be submitted in writing to your service manager thirty (30) days prior to the end of the ninety-day obligation.
- The company will bypass a Flight Attendant on the CRAF system volunteer list and will not designate her/him as a CRAF reserve or offer CRAF volunteer flying assignments to them if they are on vacation, sick, leave of absence, part-time or non-flying assignments.
- · CRAF flying will be assigned first in seniority order and then, using a first-in, first-out principle.

- The CRAF Reserve call-in period of six (6) hours is from 1500 to 2100 Central Time
- The CRAF Reserve quick path using VIPCREW is #7CRAF.
- CRAF Reserve will be paid \$3.00 per hour for each hour actually flown when transporting troops, or when the duty day exceeds the limit in Appendix I. Article 7.J.1 in addition to other compensation such as Reserve Override, Purser and Galley to which the Flight Attendant is normally entitled.
- CRAF Reserves will have a monthly max of 85 hours, but may be scheduled in excess in order to complete the equivalent of two missions during a contractual month, not to exceed 90 credit hours.
- CRAF Reserves cannot pickup or drop trips. This applies even if they have maxed out.
- · Once in the CRAF Reserve Pool, you may only fly CRAF missions.

OUTCOME SURVEY DATA ON STRESS REACTIONS AND COPING IN A SAMPLE OF APFA MEMBERS

Jeffrey M. Lating, Ph.D.

Loyola College in Maryland and The International Critical Incident Stress Foundation

A fter meeting with the APFA National Officers, Board of Directors, Base Vice Chairs, Ad Hoc members of the Executive Committee, Coordinators, and Division Representatives in Dallas in March 2002, it was agreed that the stress reactions and coping responses of APFA members were important to assess in the wake of 9/11 and beyond. In the June 2002 issue of **Skyword**, an anonymous survey that included an answer sheet, a demographic sheet, and three standardized questionnaires was included to assess members' reactions to the recent tragedies. I want to thank all of you who took the time to complete and return the survey, and I would now like to share some of the preliminary findings that will be part of an upcoming iournal submission.

First of all, 2,050 completed surveys were received. The demographic information on the returned surveys was almost identical in terms of gender distribution, age, and years of service when compared with the demographic information for all APFA members. Therefore, we felt that the information from the returned surveys was an accurate representation of APFA members.

The questionnaires used in the survey sought to examine posttraumatic stress reactions, well being and life functioning concerns, and general psychological symptoms. On the questionnaire that specifically asked about reactions in the past month to recent terrorist attacks in the U.S., 18.2 percent of respondents endorsed items consistent with probable post-traumatic stress disorder. More specifically, 22.0 percent of men and 17.3percent of women endorsed items that assessed topics such as repeated disturbing dreams of the terrorist attacks and the aftermath of the events. feeling distant or cut off from other people, or feeling jumpy or easily startled. Of note, although there was a significant difference in responses between the genders in the current data, most likely accounted for because more men (44.6 percent) than women (37.2 percent) personally knew someone who died as a result of the tragedies of 9/11 and beyond.

To put these results in a comparative context, a recently published study using the same assessment instrument reported probable post-traumatic stress disorder of 11.2 percent among a random

sample of residents in the New York City metropolitan area post 9/11. In another recent study using a different assessment instrument, it was reported that among residents who lived south of Canal Street (i.e., near the World Trade Center) the prevalence of post-traumatic stress disorder (PTSD) (as assessed by a diagnostic interview) was 20.0 percent.

It was interesting that in the current sample of APFA members, ethnicity, age of employees, and years of service were not predictors of probable post-traumatic stress disorder. However, as mentioned previously, whether or not you personally knew someone who died as a result of 9/11 and beyond was related to probable post-traumatic stress disorder. More specifically, for the 38.6 percent of the entire sample who knew someone who died. 23.4 percent had probable post-traumatic stress disorder compared to a rate of 14.9 percent for those who did not personally know someone who died. Also, those living alone were 1.48 times more likely to be experiencing probable post-traumatic stress disorder than those not living alone.

Moreover, greater stress reactions were noted in those who were widowed, divorced, or single (never married) than in those who were either married for the first time, remarried, or separated.

Also of interest was the lack of a statistically significant difference in probable post-traumatic stress disorder between the responses of the 513 East Coast-based (Boston, New York, and D.C.) and 353 West Coast-based (Los Angeles and San Francisco) Flight Attendants. The East Coast-based Flight Attendants had a rate of 19.1 percent for probable posttraumatic stress disorder, whereas the West Coast-based Flight Attendants had a rate of 18.3 percent for probable post-traumatic stress disorder. While on face value this may seem counterintuitive, it is important to note that the diagnostic criteria for PTSD are sensitive not only to traumatic events or threats, but also to perceived threats. Therefore, given the heightened national concern regarding airline travel since 9/11, increased stress experienced by APFA members from flight bases not directly impacted by an incident may be anticipated since the threat is perceived to be

applicable to all Flight Attendants.

We also examined responses to the questionnaires that assessed well being, life functioning, and general psychological symptoms. The results revealed that those with probable post-traumatic stress disorder were experiencing particular difficulties in the areas of sleep, low mood, fluctuating mood, and anxiety. Of note, substance abuse was not a symptom endorsed by any group of respondents. For the entire sample, 15.9 percent endorsed doing either terribly or poorly with regards to life enjoyment over the past two weeks, 29.0 percent endorsed doing either terribly or poorly with regard to sexual functioning, 22.1 percent endorsed doing terribly or poorly with regard to self management over the past two weeks, 19.7 percent endorsed having "none at all" when questioned about energy and motivation over past two weeks, and 10.7 percent endorsed not at all or somewhat dissatisfied when questioned about life satisfaction over the past two weeks. However, it is interesting to note that only 5 percent endorsed doing terribly or poorly with regard to work over the past two weeks.

Of those who returned the ques-

tionnaires, 20.9 percent reported that they received some form of crisis intervention in the aftermath of the tragedies, mostly individual one-on-one meetings. For those who received an intervention, 75.4 percent reported that it was moderately to extremely effective, suggesting that the availability of such services be continued.

Overall, these data describe the current level of distress reported by a sample of APFA members. Given the data reported from other recent studies in the aftermath of 9/11, it is notable that the prevalence of probable post-traumatic stress disorder in the current sample of APFA members was roughly equivalent to those living close to Ground Zero. Therefore, one may infer that the sense of psychological toxicity, including the dynamic of repeated exposure to threats and persistent reminders of the event, may be comparable between airline Flight Attendants post 9/11 and those living in close proximity to Ground Zero.

It is important to note, however, that the self-report information gathered from these current questionnaires should be used for screening purposes only. Since respondents did not undergo a

comprehensive clinical evaluation (i.e., a diagnostic interview by a qualified clinician), these current data should not be used to diagnose PTSD. It is also important to note that these current data do not provide information on APFA members' level of functioning prior to the events of 9/11. Issues, for example, regarding sleep difficulty could be an enduring problem. Therefore, in order to provide additional clarification of these results, it may be helpful to examine how respondents' item endorsements change over time.

What these data do seem to support is the information presented by Dr. Ray Flannery in the July 2002 issue of *Skyword*. In this issue, which focused on coping, loss, and stress management strategies for those on furlough, Dr. Flannery noted the importance of maintaining, among other things, caring attachments to others. As the current data suggest, those living alone seem to be having more difficulty with stress reactions than those who are living with others.

What these data also reflect is the professionalism, dedication, camaraderie, and resiliency of APFA members. Despite the well being and functional difficulties noted

by the respondents, the preponderance of APFA members reported that they were capable of functioning without difficulty while on the job. Also, the similarities in probable post-traumatic stress disorder between the East Coast-based and West Coastbased flight crews suggest not only the pervasive impact of the tragedies, but also attest to the genuine sense of solidarity, caring, and compassion among the family of APFA members. It also appears that those receiving some form of early crisis intervention believed it was beneficial.

With the increase in current unrest occurring in the airline industry, including issues of safety and loss of employment through furloughs, it is hoped that this information will serve as a means to help assess the current status of Flight Attendants, to provide strategies for mitigating the impact of traumatic events, and improve well being and functioning. On a personal note, those of us outside the industry have a tremendous admiration and respect for the work you do and wish all of you the best in your pursuits.

Base Field Reports

IOR

Waiver of Deadhead to STL In recent months' bidsheets, IOR has had trips with DHD to STL. These trips have been lifeblood to IOR to avoid domestic fall offs until the return of seasonal flying in the spring. Flight Attendants have been requesting waiver of the origination deadhead so they could non-rev to STL straight from their commuter city. Their requests have been denied due to the company position that STL is not an American Airlines international crew base. Since some Pilots have been allowed waiver of deadhead to STL, a "Base Dispute" was filed and heard at the local levels in hopes that the inequities could be rectified. A satisfactory resolution was not reached and an appeal has been sent to the System Board of Adjustment.

Retirement Tidbits

To maximize your pension, remember that you must have 734 paid hours in a calendar year to earn a year of credited service. The final averaging formula (FAE) is based on pay from the best

48 consecutive months in your last 10 years. Maximum hours that can be counted in a calendar year are 1,020. Purser, galley, language, and longevity pay are also pensionable pay items. In counting the 48 best months, if there is no activity, meaning a "zero" month schedule, then that month is not counted. It is just skipped over in the count until the next month showing flying activity. Your best 48 consecutive months in actuality might take longer than four years to accrue.

Hint: Either fly a high month or do no flying in a month.

Language Testing

We have had numerous complaints regarding the recent language testing. Since the tests were taped, if a Flight Attendant feels there is a discrepancy, we are directing them to contact their service manager for assistance. The two most frequent complaints are inconsistencies in testing difficulty and preferential treatment for Flight Attendants who have taken courses at ULC.

Due to the above problems, an independent third-party evaluation is being conducted by Berlitz on some tests, so the issue can be addressed. We will keep you posted.

In Unity,

Nancy Moehring Chairperson Michael Meyer Vice Chairperson

ORD

More than four years ago, at the suggestion of one of our Flight Attendants, we started the first ever APFA Rep in Ops day. We have been there the 18th of every month, missing only one month in four years. Whether the 18th falls on a weekend or a holiday, we will be there. This is the time for us to get together and talk, get contract advice, give opinions, etc. We also replace lost APFA pins and bag tags and take change of address forms. You can find us at the

back of K19 OPS. Occasionally, we have to leave for awhile to represent a Flight Attendant with Flight Service. Usually, the FYI center can find us if your need is urgent.

Rep in Ops day was created because our base is diverse and spread out. Base meetings just did not get the draw unless it was the height of contract negotiations. With Rep in Ops day, you know that someone will be there to get any updated info or check out any rumors. Generally, someone is there around 0900 and stays until 1800 or later. It can vary, depending on schedules, but generally, those are the hours.

We always look forward to seeing everyone and anyone. All bases are welcome!

Base grievances have been filed and heard regarding no show crew meals. Dansko shoes, and AFS training for ORD. Also, a NOD was filed regarding the procedures in place for granting domestic mutual transfers. All four of these issues will go before

the System Board of Adjustment for review. Hopefully, the SBA can get these resolved soon.

We are awaiting the decision on the FMLA Arbitration. Briefs were to be submitted by January 31, 2003. It is now in the hands of the arbitrator and we hope to have a decision soon.

We have received several calls this month regarding crew schedule calling Flight Attendants during their legal rest break. They can do this; however, you have no obligation to answer the phone or return a message during your rest break. Just make sure you have followed the correct procedures in Article 10 of the contract as to whether you have an obligation to call them or the tape.

Stay warm! In unity,

Liz Mallon Chairperson **Steve Wilson** Vice Chairperson

DFW

Base **Field** Reports continued

INVESTIGATIONS WITH AMERICAN AIRLINES SECURITY VS INVESTIGATIONS WITH YOUR SERVICE MANAGER AND APFA'S ROLE AND YOUR RIGHTS

A lot of you may be wondering what the difference is between these two investigations. The investigation with your Service Manager is covered under Article 31.R. (page 325) of the American Airlines/ APFA Contract. A Service Manager will conduct this meeting, and you are entitled to union representation. Such meetings will be delayed for a reasonable period of time, not to exceed four (4) hours, to allow the APFA representative to be present.

The security investigation will be conducted by American Airlines Security personnel (not Flight Service), and although you are entitled to have a union representative present, he or she may act only as a "silent observer" and note taker. A Flight Attendant who is being interviewed by the company Security

Department may request the presence of another Flight Attendant or union representative who is available within one (1) hour. If the Flight Attendant is not being interviewed, the union representative acts as a silent observer. The Flight Attendant also may request a brief consultation with an APFA representative by phone prior to the interview. A Flight Attendant who elects to consult with an APFA representative by phone will be provided, generally, 5-10 minutes to speak privately. In most cases, security will forward all documentation to Flight Service, which could be followed by an Article 31.R. investigation. In both cases, you may request union representation.

Some of you may also be wondering if you could use your own attorney instead of a union representative. The answer is no. The company will not allow or recognize an outside representative at this stage. Under the Railway Labor Act and our contract, the APFA is the exclusive bargaining agent/ representative for Flight Attendants employed by American Airlines.

FIRM and TENTATIVE CLEARANCE DATE

In addition to giving the company a tentative clear date, we now have the ability with the new contract to give the company a firm clear date. Per Article 26.H. 2. and Article 26.H.3. (pages 246 and 247), at the time the Flight Attendant provides notification to the company of her/his inability to report for duty, s/he will be provided an opportunity to designate all or a portion of the planned period of absence as firm. Any trips that fall within the firm period will be released into open time at the time of such indication. Any portion of a planned period of absence not indicated as firm will be considered tentative. Each trip sequence scheduled to operate during any portion of a tentative planned period of absence will be released into open time on the day prior to each trip sequence.

DFW E-Group

A new form of communication is now available for all DFW Flight Attendants. The DFW E-mail list will help get information out the membership quickly. To sign up, go to the APFA Web site, under the DFW base page, and important links. Sit back and soon you to will hear, "You have mail."

In Unity, Chris O'Kellev Chairperson **Margaret Stewart** Vice Chairperson

LAX

Greetings from LAX! Your LAX Council wishes everyone a very happy and prosperous New Year. With the year 2002, and its sweeping changes, behind us, it is our sincere hope that 2003 brings us fortune, and a renewed sense of hope for the future.

SCHEDULING ISSUES

MAKE UP FLYING AND **HISEND**

Per letter of agreement, dated August 22, 2002, we have the right to make requests for Make-up flying through the HISEND feature in SABRE. Crew Schedule, however, is only obligated to accept requests, which are specific in nature, for example, requests for specific sequence numbers, length of trips, layover cities, and departure/arrival ranges. Crew Schedule will only accept first-party requests, and will not award sequences based on generic requests, such as, "easy turn," or "high time 2-day." Please keep in mind that crew schedule will NOT contact you for confirmation of a trip assignment, if they have been able to fulfill your specific request by 1900 local base time. Once awarded, the trip is YOURS. If, however, they award the trip after 1900 local base time, crew schedule must notify you.

RENO AIR RESERVE OVERRIDE ISSUE

The company refused to pay the contractually required reserve override to those former Reno Air Flight Attendants who served reserve during the September 2002 contractual month. The company's argument is that a flight attendant must have COMPLETED

three years of occupational seniority PRIOR to the start of the reserve month. Former Reno Air Flight Attendants have an occupational seniority date of 8/31/99; the September 2002 contractual month began on 8/31/2002. The Company claims that they did not, in fact, complete three years by the beginning of their reserve month, and therefore, they do not qualify for the reserve override. Clearly, the APFA does not agree. A Base Grievance on this issue was filed, after APFA President John Ward made several attempts to compel the company to do the right thing. We will keep you apprised as developments occur.

In closing, we know that this is a very difficult and stressful time for every one of us.

Please be good to yourselves, and be good to each other.

In unity,

John Nikides Chairperson Kristin McCullor ViceChairperson

Kathy and I want to welcome everyone who came in on the proffer. We are all looking forward to NRT. Be sure to put in for AIFS training. Also, if you have already been trained and it no longer shows in your records, please contact training or your flight service manager and have the qualification reinstated so you will not have to retake the class. Also, look for the original department time from LAX to be earlier so our layover will be longer. Likewise for LHR, department time from LAX will also be going to 2000 and then earlier.

In Unity,

Sandra Mitchell Chairperson **Kathy Olson** Vice Chairperson As a reminder to all furloughed Flight Attendants: Your Base Representatives urge you to keep a current address on file with both the company and the APFA. While on furlough status, you can continue to receive all APFA communications and maintain access to the "Members Only" section of the APFA Web site If you would like to volunteer to become a "furlough" representative for STL, please contact your Local Base Chair.

We have received numerous reports involving Crew Scheduling concerning potential contract violations. Please remember that when you deal with Scheduling or Crew Tracking, it is important to keep a log. Include in that log the name, date, and time that you spoke with the American Airlines representative. That information will expedite resolution/remedy of a potential contract violation.

Please remember that the company will not remove you from a trip for which you are legal. When bringing time into the month, you may fall into an "Over-Projection" category. If you want to keep

the trip, you do not have to put yourself into Option I flying. At each occurrence when you become over-projected, you have an opportunity to have the company remove you from a trip that will take you below 77 hours. The company will decide which trip will be dropped but has the obligation to remove the trip with the lowest time in order to comply with the provisions of the contract. You may elect to use this provision at the end of the month, thereby removing American's "flexibility" regarding which trip will be dropped.

The contact numbers for your Base Representatives are published so that you can stay informed on base issues. We have various extensions for questions regarding retirement, IOD/medical, and Professional Standards. As always, you may also utilize the APFA Contract and Scheduling Desk if you need immediate assistance.

In Unity, **Lloyd Rains** STL Operational Council Representative

A Postage Paid **Service Discontinued**

APFA has received a large volume of Postage Paid Communique and Change of Address Cards that were blank, defaced, and in some cases contained vile and threatening language. The United States Postal Inspector and local law enforcement have been notified and reports have been filed. This serious abuse of a membership service has resulted in unnecessary costs to the APFA. For this reason, the union must discontinue the Postage Paid feature of these cards. We sincerely regret having to take this action.

The APFA Membership Department encourages Flight Attendants who need to change their address, phone number, or e-mail address to do this on-line. Simply click the "APFA Membership and Registration" icon on the opening page of the APFA Web site. Flight Attendants can also make changes by calling the Membership Department at APFA Headquarters at 800-395-2732, extension 8153.

WHAT IS THE LATEST?

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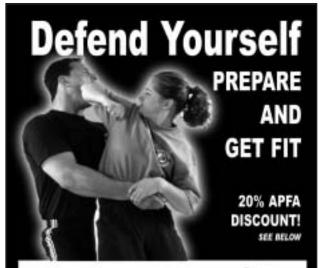
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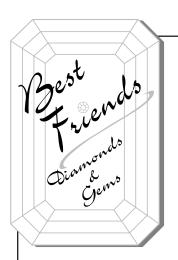
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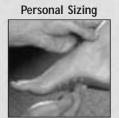
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