

SKYword

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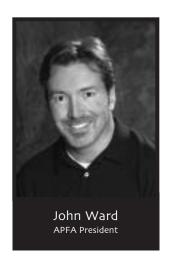
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George Price Editor



Effects of TWA merger with AMERICAN AIRLINES JUNE 12, 2003.

Statement of John Ward **President of the Association of Professional Flight Attendants**

COMMITTEE ON HEALTH, EDUCATION, LABOR & PENSIONS UNITED STATES SENATE

My name is John Ward. I am the President of the Association of Professional Flight Attendants (APFA), the certified collective bargaining representative for the more than 25,000 flight attendants employed by American Airlines ("American") and TWA-LLC. Airlines ("TWA-LLC"). I have been employed as a flight attendant for American for 20 years.

I appreciate the opportunity that has been offered to present these comments on behalf of APFA and the flight attendants we represent.

Overview of Statement

I will first review the tumultuous events that we have experienced in our industry and at American in the past 18 months and the enormous sacrifices our Union and the flight attendants we represent have made to enable American to continue to operate outside of bank-

ruptcy. After providing this necessary context, I will review in detail the key aspects of American's acquisition of most of the assets of Trans World Airlines ("TWA") and of the agreements regarding seniority made by the former TWA flight attendants' representatives, which they are now trying to ignore. This background will help correct the extensive misinformation and erroneous claims that have been advanced by or on behalf of the former TWA flight attendants. This will be followed by a review of the Agreement that was reached between APFA and American with regard to integration matters. I will next address and dispel the widespread myth that has been perpetrated that promises were made and broken to the TWA flight attendants regarding the seniority they would receive at American and that the TWA flight attendants relied upon such alleged promises in making

critical decisions. I will then review the many presently pending lawsuits that the former TWA employees have elected to pursue in an effort to establish their alleged seniority rights and redress the purported broken promises, all of which counsel against Congressional actions which intrude upon the judiciary's handling of these private-party disputes related to the American-TWA transaction. Finally, I will call attention to the fact that government involvement in the seniority integration issues is flatly inconsistent with the approach announced and consistently followed by the Government since enactment of the Airline Deregulation Act in 1978 and at odds with the sanctity of labor-management agreements.

The Enormous Sacrifices Made by APFA and the Thousands of Flight Attendants Represented by APFA

Before discussing the specifics of

the American-TWA situation, I think it's important to reflect on certain recent developments at American and in our industry that provide a necessary context for this discussion

Our industry and American in particular have been devastated by a string of events over the last two years. The horrific terrorist acts of September 11, 2001 were devastating for our nation and all its citizens, but we at American particularly felt its impact. Not only did we lose many of our fellow workers to these mindless attacks, but the economic consequences for our Company were even greater than those experienced by many other carriers in the industry.

No sooner had we begun to emerge from the events of September 11 and move forward when we suffered another crushing tragedy with the loss of more coworkers and passengers in the crash of an American plane in New York in November 2001. Over the course of the next year and one-half, the fortunes of our industry and of our Company took a nosedive, experiencing losses that far exceeded any that had previously occurred. Fears emanating from the 9/11 attacks, terrorism and later from the Iraq war and "SARS," together with the continued deterioration of the U.S. economy, have caused millions of potential passengers to cancel or defer their travel plans. The heavy taxation and security burdens placed on our

President's Report Continued

"During a period of intense "negotiations," the Company made clear that both the level and duration of these cost reductions were non-negotiable and that it, alone, would determine how to "value" the concessionary pieces that would satisfy the reduction totals that it was demanding."

industry during this time have only made a bad situation worse. Two of our industry's major carriers -United and USAir - were forced to declare bankruptcy. Over 100,000 employees in our industry have been laid-off ("furloughed") as a result of this terrible series of circumstances and the livelihoods of those who have continued working have been threatened and materially downgraded.

For us here at American, the situation has been particularly grave. As Congress (and the world) is fully aware, things became so dire that it appeared virtually certain that American would be following United and USAir into bankruptcy. In an effort to head that off. American demanded massive "permanent" cost reductions from its employees, including \$340 million in annual cost cuts from the flight attendants extending for many years into the future. During a period of intense "negotiations," the Company made clear that both the level and duration of these cost reductions were non-negotiable and that it, alone, would determine how to "value" the concessionary pieces that would satisfy the reduction totals that it was demanding. In addition, it became readily apparent to us during these discussions with the Company that these enormous cost reduction totals could only be reached by including not only substantial cuts in pay and benefits, but also changes to work rules which would enable the Company to operate with fewer employees, which in turn would mean that a substantial number of flight attendants would be furloughed.

The situation we faced was a terrible one and the "choices" before us were ones we wished we could have avoided. However, we firmly believed in good faith that if the Company filed for bankruptcy, the consequences for the flight attendants would have been far worse not to mention the added harm this would cause to our co-workers, to our Company and to the public. We recognized that the pay and benefit cuts and furloughs that would result from an agreement reached without a bankruptcy filing would pale in comparison to what we were likely to encounter if the Company proceeded to file for bankruptcy. The Company's bankruptcy plans which they shared with us reflected that American would demand annual flight attendant cost reductions of \$470 million - 39% higher than it required if bankruptcy could be avoided. The Company additionally indicated that if it proceeded into bankruptcy, it planned to obtain approval to take 85-90 planes out of service. Thus, it was apparent that our flight attendant group was facing at least 2,500 more furloughs if the Company proceeded into bankruptcy than would result from the cost reductions provided through the bankruptcy avoidance agreement. Carefully weighing the grave situation with which we were confronted, we reluctantly concluded in good faith that we could best protect the interests of the flight attendant group, and thus fulfill our representational responsibilities, by reaching an agreement with the Company, which our membership ultimately ratified.

As a result of the bankruptcy avoidance agreement and reductions in the Company's operations, the Company determined that it had an "overage" (excess) of approximately 5,000 flight attendants who would be subject to being furloughed. The number of actual furloughs was reduced to 3,123 due to the generosity of many of our flight attendants who volunteered to take unpaid "overage leaves" or to form "partnerships" to share their positions and earnings. While a substantial number of former TWA flight attendants are included in these furlough numbers, many American flight attendants with no connection to the former TWA also are being furloughed. The furlough numbers significantly understate the impact on the non-TWA flight attendants of the job reductions when you factor in the large number who have taken overage leaves and formed partnerships and who therefore have agreed to forgo all or a substantial part of their wages to enable other co-workers to continue working.

Of course, the impact of the bankruptcy avoidance agreement and Company flying cutbacks is not limited to those facing furlough. It can truly be said that every single flight attendant, from the most senior to the most junior, is directly and significantly impacted. The severe reductions in pay and vacation time, the diminution of work rules requiring flight attendants to work longer, and the imposition of increases in employee contributions for medical insurance are affecting all flight attendants.

I do not by my comments mean to minimize the fact that these furloughs will cause real hardships to many flight attendants, including those who previously flew for TWA. APFA regrets every single furlough necessitated by the Company's extreme financial difficulties. However, what I have attempted to make clear is the fact that our entire workforce has made enormous sacrifices to help our Company avoid bankruptcy; the burdens have not been foisted on the former TWA flight attendants alone, as they might have you believe. I also need to emphasize that at no time in determining how best to respond to the Company's financial crisis did we make decisions based upon placing the burden on the former TWA flight attendants.

I would also note that the TWA-LLC flight attendants who are being furloughed retain recall rights at American for five years, during which time American cannot hire new flight attendants before recalling the furloughed flight attendants. In addition, the TWA-LLC flight attendants will benefit from the enhancements that we demanded and achieved during the days immediately following the debacle of disclosures by American that it had hidden special executive retention bonuses and retirement benefits during the concessionary negotiations. For example, the former TWA flight attendants now being furloughed will share equally in the stock options that are being provided to flight attendants.

Recognizing the enormity of the contributions made by the entire American flight attendant workforce to keeping American operating out of bankruptcy also serves to underline the drastic consequences that are likely to occur if Congress were to intercede to take any steps that could unravel the seniority integration. American has publicly confirmed that its financial condition remains tenuous even after the enormous cost reductions provided by APFA and the other unions at American. Any modification to the flight attendant seniority integration would directly undercut the cost reduction package. Were that to occur, the Company has indicated that its continued operation outside of bankruptcy would be immediately threatened. As I previously noted, a bankruptcy filing would result in many thousands of additional flight attendant furloughs. While the former TWA flight attendants would like to ignore these consequences, they cannot be overlooked if one is to rationally approach this situation and the former TWA flight attendants' demands.

I hope the above has helped to provide an understanding of recent events at American and of the sacrifices we all have been called upon to make to maintain the viability of American while best protecting the interests of the flight attendants we represent. I now want to focus on certain basic facts regarding the American-TWA transaction and, in so doing, to correct a great deal of misinformation that I know has been spread by and on behalf of former TWA employees.

The American/TWA Transaction and Contractual Waivers by the TWA Employees At the end of 2000, after two prior bankruptcies in the 1990s. TWA was in dire financial circumstances and found itself on the brink of extinction. On January 9, 2001, TWA and American announced that American would purchase substantially all of the assets of TWA. Under the terms of the Asset Purchase Agreement governing the transaction, the purchase would occur through a process that involved TWA filing for bankruptcy. Although the transaction was initially challenged by some of TWA's creditors, the bankruptcy court rejected those challenges because, as the court repeatedly found, TWA would immediately cease operations and liquidate without the acquisition by American.

As part of the Asset Purchase Agreement, American promised to hire nearly all of TWA's union-represented employees. However, the Agreement also included certain specific "condition precedents" that would have to be satisfied before American would be willing to complete the transaction, including that TWA eliminate certain provisions from its collective bargaining agreements. Among the contractual provisions that could not be retained were those relating to "scope" and job security (including "successorship" and seniority inte-

gration protections in the event of transactions involving TWA and another airline). One such provision in the TWA flight attendants' collective bargaining agreement incorporated by reference Sections 3 and 13 of the Allegheny-Mohawk Labor Protective Provisions (the "LPPs"). This provision would have required TWA to ensure that any purchaser agreed to a set of procedures, including arbitration, to achieve a seniority integration for the flight attendants of TWA and the acquiring carrier.

To satisfy this precondition to closing of the acquisition as it pertained to the flight attendants, TWA first attempted to negotiate with the International Association of Machinists (the "IAM"), the collective bargaining representative for the TWA flight attendants, for the removal of provisions in question in the TWA flight attendants' collective bargaining agreement. When those efforts were unsuccessful, TWA prepared and filed a motion under Section 1113 of the Bankruptcy Code to reject the IAM-TWA flight attendant collective bargaining agreement in its entirety.

Before a hearing was held on TWA's Section 1113 petition, the IAM, on April 4, 2001, agreed on behalf of all the TWA flight attendants to delete the pertinent provisions from the TWA flight attendant agreement, including the seniority protective provisions. The elimination of these terms was confirmed in a Transition Agreement between the IAM and TWA-LLC and an accompanying "Memorandum of Understanding For Changes to the TWA-IAM Flight Attendant Collective

Bargaining Agreement." IAM also agreed that "All Letters of Agreement, local agreements and minutes of negotiation that relate to Scope and Successorship issues shall also be deleted to conform to the American Airlines Asset Purchase

"Before a hearing was held on TWA's Section 1113 petition, the IAM, on April 4, 2001, agreed on behalf of all the TWA flight attendants to delete the pertinent provisions from the TWA flight attendant agreement, including the seniority protective provisions."

Agreement." Although IAM had initially vowed that it would "aggressively defend any attempt by TWA or American to eliminate the security [the] collective bargaining agreements provides," it changed its tune and agreed to the substantial collective bargaining agreement revisions because, as it explained to the TWA Flight Attendants when it informed them of the contractual concessions, it was "the best we could accomplish under these very difficult circumstances." TWA also informed the TWA flight attendants that seniority protective provisions had been eliminated.

Based on these waivers by the IAM (and the other TWA unions). the Bankruptcy Court approved

President's Report Continued

"After American's acquisition of TWA was completed in early April 2001, American formed TWA-LLC, Inc. to conduct the operations of the former TWA. At that time, APFA represented only the American Airlines flight attendants and owed no representational obligations to the TWA-LLC flight attendants, who continued to be represented by the IAM."

the sale and American consummated the purchase. Had the IAM and the TWA flight attendants not agreed to waive the seniority protective provisions, either the Bankruptcy Court would have eliminated them in the Section 1113 process or American would have exercised its contractual right not to consummate the acquisition of TWA's assets. At all times. American had made it clear that it would walk away from its acquisition of TWA if the IAM would not agree to the significant contractual waivers to which it ultimately consented on behalf of the TWA Flight Attendants. American was under no obligation to complete the transaction in the absence of these waivers. It was only after the IAM waivers had been secured that American "closed" the transaction. Had American backed away from this transaction, TWA would have stopped operating and been forced to liquidate. If that had occurred, the TWA flight attendants would then have lost their airline jobs altogether rather than enjoying continued employment for past 2 years, with most of it at pay rates significantly greater than they received at TWA, as I will make clear later in this Statement.

Agreement on Integration Matters

After American's acquisition of TWA was completed in early April 2001, American formed TWA-LLC, Inc. to conduct the operations of the former TWA. At that time. APFA represented only the

American Airlines flight attendants and owed no representational obligations to the TWA-LLC flight attendants, who continued to be represented by the IAM. Consistent with APFA's representational responsibilities, APFA engaged in discussions with American related to the TWA transaction. However, in the period immediately following the closing of the TWA acquisition, American and APFA were engaged at a critical stage of their ongoing negotiations for a new collective bargaining agreement. Understandably, the Union's attention was focused on those negotiations, not on the TWA transaction (which was not an issue in those negotiations). Once APFA and American reached a tentative agreement for a new collective bargaining agreement (the "APFA CBA"), the Union's efforts were directed towards the road shows related to the APFA CBA and upon the ratification process. This continued throughout the summer of 2001. When the ratification votes were counted - ironically on September 12 - they revealed that the American flight attendants had approved the new CBA by an astounding 96 percent margin. Of course, that success and all other union activity at the time were placed on the back burner, as the tragic events of September 11 and their aftermath understandably took center stage.

In the aftermath of the September 11th terrorist attacks, American announced a substantial reduction in flight operations across its sys-

tem and furloughed large numbers of employees, including both TWA-LLC and American Airlines flight attendants. In addition, TWA-LLC curtailed flight operations from JFK International Airport and closed its IFK flight attendant base.

Discussions between APFA and American regarding TWA-related issues resumed in the fall of 2001. The fact that discussions were taking place was reported on APFA's public website to which all had access, including the TWA-LLC flight attendants. Finally, and despite everything else that was happening at American and TWA-LLC, and throughout the industry, an agreement was reached between American and APFA on December 17, 2001 - the APFA-AA "Agreement on Seniority Integration and Related Matters" (the "Integration Agreement"). This Integration Agreement was consistent with guiding principles that had been laid out by the APFA Board of Directors in March 2001.

The Integration Agreement provided that the terms of the APFA CBA, except as otherwise provided in the Integration Agreement, would apply to the TWA-LLC Flight Attendants once APFA became their bargaining representative. APFA's certification as bargaining representative for the American flight attendants was extended to also cover the TWA-LLC flight attendants on April 19, 2002, after the National Mediation Board had determined that American and TWA-LLC were a

single carrier for Railway Labor Act purposes.

To the extent seniority rights exist, they do so only as provided by contract; there is no independent legal requirement that seniority be recognized. Neither is there a legal requirement or any requirement under the APFA CBA that employees of an acquired company be given any credit for any time spent working for the acquired entity (in this case, TWA). Nevertheless. APFA and American agreed to provide the TWA-LLC flight attendants with significant entitlements beyond those legally or contractually required.

The new APFA CBA provided pay rate increases during the term of the Agreement of 27.5%, including 18.5% effective January 1, 2002, which placed the American flight attendant pay rates far in front of all other flight attendant groups. In the Integration Agreement, APFA consented to giving the TWA-LLC flight attendants full credit for compensation purposes for their years of service at TWA. Because the TWA-LLC Flight Attendant pay rates had been far below industry standard, their pay rates actually were increased by considerably greater percentages than was the case for the American flight attendants. Of course, they would not have received these increased pay rates and their employment would have terminated in early 2001 had they not agreed to waive the seniority protections in their TWA collective bargaining agreement as required for American's completion of the acquisition of TWA.

The Integration Agreement also provided the TWA-LLC flight attendants with an occupational ("bidding") seniority date of April 10, 2001. However, the agreement gave them super-seniority equal to their TWA-LLC occupational seniority dates (i.e., full credit for their TWA service) for competitive bidding with regard to the selection of monthly flying schedules and reserve assignments while they remained at a St. Louis flight attendant base - the location where all TWA-LLC flight attendants were based at the time the Integration Agreement was reached.

The Myth that Promises Were Broken

The former TWA flight attendants are attempting to convince others that certain promises that were made to them were broken and that this is the crux of the problem they seek to have addressed. More specifically, they would have this body and the Courts believe that they were promised that their full seniority at TWA would be carried over to American and that they have somehow been "doublecrossed." These claims are invented and without any basis in fact.

As I've already discussed, the former TWA flight attendants' collective bargaining agreement included certain protections for their seniority in the event of a transaction between TWA and another airline, and those are precisely the protections which: (1) American insisted be waived or it would not proceed

with the acquisition of TWA; and (2) the TWA flight attendants in fact waived before the transaction was completed and before the Bankruptcy Court gave its approval to the acquisition.

The former TWA flight attendants can identify nothing that establishes a binding promise that their TWA flight attendant competitive seniority would carry over when they became American flight attendants. I've seen them point to certain statements by American officials that they would be provided "benefits" comparable to those provided at American, but such representations obviously had nothing to do with seniority rights or competitive seniority status. "Benefits" refers to vacation, insurance and the like. No one in the industry reasonably understands the use of such terminology to refer to seniority rights or competitive seniority; any present contention to the contrary by the former representatives of the TWA flight attendants or by anyone appearing on their behalf before Congress or in the Courts is simply not credible.

Neither can the former TWA flight attendants reasonably claim that they "relied" upon any promises regarding seniority allegedly made by American or rationally took any action based on such purported promises. Let's remember the situation that confronted the TWA employees at the time. Their Company was about to close its doors. If it did, all the employees would be out on the street. The only viable bidder that emerged was American, which made it clear

it would only complete the acquisition and, as part of the transaction, hire the TWA employees, if those employees waived, among other things, the seniority protective provisions in their TWA collective bargaining agreements. If they declined to provide the waivers, either the invalidation of the seniority protective provisions would have been mandated by the Bankruptcy Court or American would have refused to complete the acquisition and hire the TWA employees. Given these undisputed facts, the former TWA flight attendants cannot credibly say they made a decision in reliance on any alleged promises regarding seniority.

It also cannot be disputed that the TWA flight attendants' representatives at the time, and the individuals who may now be offering testimony on their behalf, were well aware that seniority rights are a creature of contract and that neither the existing APFA collective bargaining agreement nor established legal principles provided that their seniority at TWA would be carried over to American. If individual TWA flight attendants were misled at that time, it could only have been by any of their own representatives who knowingly misrepresented that their rights were other than what they actually were.

Any present after-the-fact contention regarding alleged seniority promises also is clearly at odds with other documentation that refers to the retention of a "facilitator" to deal with seniority issues. Obviously, had the former TWA flight attendants been promised that their TWA seniority would carry over

intact to American, there would have been no purpose to engage in any facilitation process. And, of course, none of the American employees' unions were obligated to enter into any facilitation process because of representations by American or, if they elected to do so, to agree to any particular integration methodology.

Thus, if any members of Congress have determined to proceed with this hearing because of representations by former TWA employees that promises regarding seniority were made to them which allegedly were broken, we would respectfully suggest that it is Congress that has been misled, not the former TWA employees.

The Claims of the TWA **Employees For More Favorable Treatment Are** Being Actively Considered in Several Lawsuits and Should Be Left to Judicial Resolution

The former TWA employees are pursuing several lawsuits attacking various aspects and effects of the seniority integration. Litigation by or on behalf of the TWA-LLC flight attendants against American and APFA is pending in the United States District Courts in New York, St. Louis and Chicago. Other litigation involving the TWA-LLC pilots is pending in the Federal District Court in Camden. New Jersey. Through these lawsuits, the former TWA employees are seeking to ignore the waivers they knowingly made as conditions of consummation of the American-TWA transaction and in

"As I've already discussed, the former TWA flight attendants' collective bargaining agreement included certain protections for their seniority in the event of a transaction between TWA and another airline, and those are precisely the protections which: (1) American insisted be waived or it would not proceed with the acquisition of TWA; and (2) the TWA flight attendants in fact waived before the transaction was completed and before the Bankruptcy Court gave its approval to the acquisition."

President's Report Continued

order to obtain Bankruptcy Court approval for American's acquisition of most of TWA's assets. As indicated, without these waivers or a Bankruptcy Court Order requiring their elimination, American would have walked away from its agreement to purchase TWA - as it would have been legally entitled to do - TWA would have folded up shop in early 2001, and all of the TWA employees would then have lost their jobs.

All of these lawsuits are being actively pursued at this time. In the New York flight attendant lawsuit, a hearing is scheduled for June 16, 2003 on the TWA-LLC flight attendants' request for an injunction to stop their furloughs by American, which in turn is predicated on an attack on the seniority integration which lies at the heart of their suit. Aside from the injunction hearing, the case is proceeding in pretrial discovery. Plaintiffs also are seeking to expand their lawsuit and to have the case certified as a class action. In the St. Louis flight attendant lawsuit, a motion for class certification also is pending. In the pilot lawsuit, presently pending are the defendants' motions for dispositive rulings in their favor. If these motions are denied, the pilot case will proceed forward. The Chicago flight attendant lawsuit has just been filed and follows the filing of more than 1,000 charges of discrimination by TWA-LLC flight attendants with the Equal **Employment Opportunity** Commission ("EEOC") against American and APFA. While the EEOC has dismissed hundreds of

such charges and has not found reasonable cause that a violation exists with respect to any of the charges, there is a distinct prospect that attempts will be made to institute further litigation related to such charges.

Thus, at the election of the former TWA employees, their claims of alleged improper treatment and of purported "broken promises" are being fully considered in multiple judicial forums. APFA firmly believes that all of these claims are meritless and that the courts will so determine. However, the important point to emphasize is that the Courts will be determining whether or not there is merit to these claims, based on their application of established legal doctrines and precedents. Under such circumstances, with the judicial branch of our government fully engaged in addressing these matters, we would respectfully submit that Congressional intrusion into the process and into such private party disputes is unwarranted and harmful.

Congressional Involvement Is Inconsistent with the **Approach Previously Mandated for Addressing Seniority Integration Issues**

There is another reason why Congress should decline to entertain the present effort by the former TWA employees to involve Congress in their private dispute. Interposing congressional involvement effectively would re-regulate an important aspect of the airline

industry that was deregulated in 1978, and would permit the IAM and the former TWA flight attendants to take the benefits of the last-ditch lifesaver that was thrown them through American's agreement to purchase TWA while ignoring the very waiver of seniority protections without which any chance of continued employment was doomed.

Prior to passage of the Airline Deregulation Act in 1978, the governmental body with oversight responsibility for airline acquisitions and mergers - the Civil Aeronautics Board - routinely imposed "labor protective provisions" ("LPPs"), including provisions for procedures for integrating seniority lists, as a condition of approval of such transactions. However, with the passage of the Airline Deregulation Act in 1978, and the transfer of jurisdiction to the Department of Transportation from the old Civil Aeronautics Board, the Government instructed that all matters previously addressed by LPPs, including seniority integration, would be left to the collective bargaining process. The Courts have confirmed that LPPs cannot be legally required as a condition of approval of airline transactions. Congressional involvement now would reverse that direction and reimpose pre-Deregulation practices while all other aspects of the deregulation of the industry remain unaltered. We can see no logic in such an approach, particularly in any attempt to retroactively reverse such well-established practice.

the TWA flight attendants knowingly waived their contractual provisions providing protections related to seniority integrations. We have no doubt that these collective bargaining decisions to waive contractual provisions were difficult ones to make, and were made in a pressure-filled context. As I reviewed at the outset. APFA and the other American Airlines unions are no strangers to such pressures, having just "agreed" to enormous reductions in wages, benefits and work rules under the credible threat of an imminent bankruptcy filing by American. We, of course, would have preferred to have been able to avoid the terrible choices we were required to make. But, just as we cannot walk away from bargains we have struck because the choices we faced were onerous, neither can the TWA unions nor the TWA employees walk away from the waivers of contractual seniority protections that they provided more than two years ago in order to permit American to acquire TWA's assets and to provide jobs to the TWA employees. We respectfully urge Congress to honor the sanctity of the waivers that were contractually and legally granted and leave it to the Courts to sort out the entitlements of the concerned parties.

As reviewed above, the IAM and

Thank you for the opportunity to provide these comments.

gentlent,



Attachment K

n accordance with the specifications outlined in Attachment K of the Restructuring Agreement, the System Board Department and I have been charged with the negotiation and potential arbitration of plan design changes to our current health care plan that were the subject of negotiations. In anticipation of these potential plan changes, the APFA has already funded its share of increases by doubling former contributions, thereby generating the savings amount for this health redesign included in our \$340 million amount. The APA and TWU are also involved in the process along with agent and management personnel. Throughout the industry, there has been a streamlining of plan designs, where many carriers (including United, Delta, US Air, Northwest, and Southwest) offer a much smaller number of plans. Most carriers offer only one or two different plan options. American Airlines currently administers 12 different health care option plans and is attempting to streamline the number of plans offered to all employees.

The Company maintains that it can make unilateral changes to the conditions and benefits of the Flight Attendant Health Care Plan. To that end, it is extremely important that the APFA participate in negotiations with the Company to redesign the Flight Attendant Health Care Plan and to incorporate the final plan into our contract.

The APFA has retained the professional services of the Segal Company, a health benefits design consulting firm since 1939. The Segal Company serves as consultants and actuaries to more than 3,000 employee benefit plans covering over 8 million employees and their families. The Segal Company operates as a firm independent of insurers, brokerage firms, banks, or accounting firms to avoid any possible conflict of interest.

The APFA has used the Segal Company on several prior occasions, including to provide actuarial witness testimony against American during our 1995

Interest Arbitration on the subject of charges for retiree health care coverage. Another Segal actuary worked with the APFA on prior pension plan negotiations. We will be working exclusively with Robin Dusang, Vice President of the New Orleans office, and Ken Jacobsen, Senior Vice President for the Atlanta office. Actuary Barry Miller from the Los Angeles office will be working with both the APFA and APA to ensure consistency since the Flight Attendant and Pilot Company health plans are currently the same. Mr. Miller will be working closely with the actuary for the TWU in order to coordinate and provide information among the three union groups. Should we have to arbitrate any matters, the outcome could potentially affect all groups.

We have established an abbreviated time frame schedule that addresses our obligation, as outlined in Attachment K of the Restructuring Agreement, to negotiate with the Company. Several APFA representatives and I are involved in research

and preparation with the Segal Company consultants, as well as participating in our negotiating sessions. Other APFA representatives are preparing to arbitrate should there be any unresolved matters between the parties. This two-track approach is essential due to the expedited arbitration timeline terms established in the agreement letter (Attachment K). We have used this approach successfully in prior arbitration cases.

In order to ensure that the APFA and the Company reach mutual agreement on the arbitrator who may potentially hear the unresolved issues, the parties have agreed to extend the timelines contained in Attachment K.



Attachment K

April 8, 2003

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

Re: Medical Plan Changes

Dear John.

As a result of the Restructuring Participation Agreement, the parties entered into discussions regarding non-contractual benefits associated with the medical insurance plan. This letter outlines our agreement as it relates to those discussions.

Effective May 1, 2003, monthly contributions by Flight Attendants under the current medical plans will increase in accordance with the chart below.

	Employee only	Employee Plus 1	Employee Plus 2
M11	\$35.22	\$70.24	\$92.92
M12	\$26.24	\$52.70	\$70.22
M13	\$12.04	\$23.88	\$31.36
M14	\$0	\$0	\$0
POS	\$33.32	\$66.48	\$99.96
HMOs	2 x current contribution	2 x current contribution	2 x current contribution

The current escalator and contribution caps will be retained, and the pilot "me too" will be eliminated

The parties have agreed to meet no later than May 1, 2003 to discuss options for changes to the medical plan design. This redesigned plan will be implemented on January 1,2004. If the parties cannot agree on the changes to the plan design by June 1, 2003, any remaining differences will be submitted to a (one time) expedited binding interest arbitration. The selection of an arbitrator will be mutually agreed upon. The provisions of Article 29.B.2.b and 29.C through 29.S will apply unless waived by the parties. This arbitration will conclude no later than June 20, 2003 and post hearing briefs shall be due no later than June 20, 2003. The arbitrator's decision will be issued no later than July 30, 2003.

If the resulting changes in plan design produce net savings or costs for the Company, the variances will be reflected in employee contributions.

Effective May 1, 2003, flight attendants will be required to meet an annual hour threshold of four hundred twenty (420) paid hours on a rolling twelve (12) month ("look-back") basis in order to be eligible for Company subsidized health benefits. The first "look-back" will take place on May 1, 2004. If a Flight Attendant has been inactive during the twelve (12) month "look-back" period, due to injury on duty, unpaid sick, unpaid Family Leave or union leave, s/he must maintain an

average of thirty-five (35) hours per active month on a rolling twelve (12) month "look-back" basis, in order to be eligible for Company subsidized health benefits.

Flight Attendants who do not meet the applicable threshold will have the option to maintain health benefits by assuming the Company's applicable portion of the cost in addition to their applicable employee contributions. The chart below shows examples of the contributions associated with the various medical plan options for flight attendants failing to achieve the applicable threshold.

		Monthly	
	Employee	Employee	Employee
	Only	Plus 1	Plus 2
Medical	202.61	404.95	532.71
Plan 11			
Medical	198.07	396.18	521.36
Plan 12			
Medical	190.97	381.77	501.93
Plan 13			
Medical	184.95	369.83	486.25
Plan 14			
POS	201.61	403.07	536.23
Dental Plan	18.36	35.48	50.52
11			
Dental Plan	13.83	26.58	37.89
12			

The above chart reflects 2003 rates and will be adjusted appropriately for future contribution changes. Flight Attendants will need to contact the Employee Services Center to determine their actual contributions based on the benefits option they choose.

Lorraine Mase-Hecker Director

Employee Relations

Agreed to by:

Date 04-08-03

John Ward President, APFA



APFA SPECIAL BOARD OF DIRECTORS MEETING MAY 29, 2003

Sheraton Grand Hotel • 4440 West John Carpenter Freeway • Irving, Texas 75063

ing on the medical plan on our behalf. He asked Lenny Aurigemma to update the Board of Directors on exactly what he's been working on. Lenny gave details of Jeff's progress.

1100 Discussions regarding Equity Plan. 1156 Resolution #2 regarding distribution of AMR stock options among Flight Attendants was voted on and passed. Maker: Ward Second: Watson Yes: 13 No: 2 Abstain: 3

1200 Restructuring Agreement: John, along with Randy Trautman and Thelma Dodson, reviewed items discussed concerning options to the underfly.

1300 Lunch

1440 Back on Record Continued discussions on the Restructuring Agreement.

1525 There were discussions Off Record

1640 Back on Record

1641 Resolution #3 regarding re-balloting of the APFA membership was voted on and failed.

> Maker: Nikides Second: Weston Yes: 3 No: 14 Abstain: 1

1645 Resolution #6 regarding deferral of vacations by the APFA Coordinators, (tabled) from the Board of Directors Annual Convention, was voted on and passed.

Maker: Watson Second: Trautman Yes: 16 No: 1 Absent: 1

Company Announcement: John already addressed the Board of Directors regarding Jane Allen.

"Collections": Cheryl Walters gave an update on the collection process of dues arrears. 777 Arbitration Award: Discussions regarding the settlement.

I.D. Badges: Arlene LeWinter had discussion regarding old I.D. Badges.

Discussion of a survey of the APFA 1715 membership to be included in **Skyword** under the direction of the APFA.

1730 Officer/D.R. Salary: The Officers left the room while the Board of Directors discussed the subject.

Resolution #4. regarding Division Rep 1940 positions was voted on and passed. Maker: Watson Second: Nikides Yes: 17 Absent: 1

1945 Discussion regarding 15-minute walk through. John passed out diagrams provided by the Company regarding the reconfiguration of the 757.

1956 Show of Hands to Adjourn.

All Board of Directors and Executive Committee minutes including resolutions can be found on the APFA Web site under "APFA BOD/EC Meeting Overviews" under the "Resource Center."

"Closed" or "Off The Record"

You will notice in reviewing minutes of APFA governing body meetings that from time to time there is an indication that portions of the meeting were "closed," and no details are provided in the minutes. While we would prefer to keep all meetings "open" at all times to all members in good standing, there are a few reasons why we cannot do that if we are to best protect the interests of the Flight Attendant group and the Union, including the following:

When we are considering matters that involve sensitive strategic issues, such as negotiations, we obviously do not want the Company to know what we are discussing or considering. We also want to be able to ensure an opportunity for full and frank discussion of alternatives. To achieve these objectives, we limit attendance during those portions of the meetings at which such matters are being discussed to officers and representatives covered by the Code of Confidentiality.

Another situation where closing of portions of meetings is necessary is when we are discussing legal issues with counsel. This can include discussion of actual lawsuits, threatened lawsuits, or other types of proceedings or subjects that are at issue in such proceedings, as well as discussion of other matters, which involve legal issues.

It is extremely important that the Union leadership and counsel be able to discuss fully and frankly such matters if the Union is to be able to best represent the interests of the Flight Attendants and the Union. To permit that to occur and to be able to preserve the attorney-client privilege, it is critical that attendance during such discussions be limited to officers and representatives or others with whom the information can properly be shared.

OFFICIAL MINUTES

May 29, 2003

1027

1028

John welcomed the Board of Directors.

1021 Roll Call was taken.

1026 Resolution #1a was voted on and passed to amend the agenda to include:

Yes: 17 Absent: 1

- Collections (Lanning) - 777 Arbitration Award (Watson) - I.D. Badges (LeWinter) - Company Announcements (Ward) - Survey (Ward) - Officer/D.R. Salary (Ward) (Nikides) - Voting Resolution #1 to approve the agenda as amended was voted on and passed. Yes: 17 Absent: 1

Off Record to discuss legal update from

General Counsel **PRESIDENT'S REPORT:** Jeff was unable to attend

this Board of Directors Meeting because he was work-



Dues Obligation and Article 31

S everal of my articles in the past three years have centered on the issues of dues obligation, dues collection, and the budget. Despite the information I have provided in these articles, it has become obvious to me through communications with Flight Attendants that more details need to be provided.

We are all painfully aware that we currently have 3,026 Flight Attendants on furlough, and another 3,123 Flight Attendants will be furloughed the first of July. On furlough status, no Flight Attendant is dues obligated. There are close to 4.400 Flight Attendants on some type of leave of absence. They remain dues obligated throughout their leaves. The APFA notifies each leave recipient of her/his obligation in a letter, which also outlines payment options. The fact remains that many of those on leaves of absence elect not to pay their dues until they return to active status. What all this equates to is an overall reduction in dues income of just over \$5 million per year, \$3,025,308 attributed to furloughs and \$2,164,800 to leaves of absence.

The APFA Budget Committee has been meeting to review all areas of the budget for this fiscal year. As we go to print with this issue of **Skyword**, the committee continues its analysis. The committee is looking at each department and base budget to see where cuts can be made. All provisions of the APFA Policy Manual and Constitution must be followed when making adjustments to the budget. Although it is not always possible, we will focus on areas that will least impact membership services.

Once the Budget Committee has completed its review, it will formulate a comprehensive package of recommendations for the Board of Directors to consider. In accordance with Article III. Section 3.L.3 of the APFA Constitution, the Board will make a determination on whether to approve the committee's recommendations or adopt recommendations of its own in July.

In the meantime, the Dues Department will continue to actively pursue collecting of dues owed the APFA Treasury. The question is how are we doing this?

Article 31 of the Collective Bargaining Agreement (pages 320-325) between the APFA and American Airlines deals with union security. This particular article outlines the dues/fees obligation of each Flight Attendant in the service of American. Section A.1 of Article 31 says, "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)." The language in Article 31 goes further by specifically outlining remedies available to the union to collect union dues/fees owed.

The Dues Department, under my direction, has been involved in one of the most aggressive collection campaigns in APFA history. We have collected literally hundreds of thousands of dollars in back dues/fees as a result of this effort. The campaign works with Article 31 as the guideline. It begins with identifying any Flight Attendant who is 60 days or more in dues/fees arrears. Once these Flight Attendants have been identified, the Dues Department then

does an exhaustive research to figure out if the dues/fees have accrued during an active or inactive (leave of absence) status. This is a critical component. Only those Flight Attendants who accrue dues from an active status can be terminated under provisions of Article 31. Those who accrue a balance while on an inactive status cannot be terminated but can and are turned over to a collection agency.

When an accurate accounting of dues/fees accrued from an active status is completed internally, the APFA confirms that information with American payroll records. If it is determined that the information is accurate. the APFA Dues Department then sends the Flight Attendant involved an "alert" letter via both certified and regular mail. The Flight Attendant has 30 days from the date of the letter to pay the outstanding balance in full. Dues/fees accrued on an active status must be paid in full. Flight Attendants accruing a dues/fees balance while on an inactive status can make alternative payment arrangements with the Dues Department.

During the 30-day "alert" period, the APFA notifies American Employee Relations, which in turn contacts the Flight Attendant's Service Manager. Every attempt is made to contact the Flight Attendant of the dues/fees in question. If, at the end of the 30-day "alert" period the Flight Attendant has not paid her/his balance in full, the APFA President will, in accordance with Article 31, send a letter to the Senior Vice President of Employee Relations requesting the termination of the Flight Attendant involved. The Flight Attendant is then formally notified of her/his termination.

The provisions covering delinquent dues can be found in Article 31.F, G, and H, pages 321-322 of the contract.

In the APFA's history, four Flight Attendants have been terminated under provisions of Article 31 for non-payment of dues/fees owed. One of those terminations occurred during this administration. The Flight Attendant in question did grieve her termination and ultimately lost her arbitration. The

details of this case can be found in the Treasurer's Report in the February 2003 issue of **Skyword**. In most cases, Flight Attendants sent "alert" letters pay their balance in full before ever getting to the end of the 30-day "alert" period. In fact, during this collection campaign, we have collected \$108,733 through the "alert" process alone. Presently, the APFA has 208 Flight Attendants who are on "alert" status.

Those Flight Attendants who accrue a balance while on an inactive status can make alternative payment arrangements with the Dues Department. If a Flight Attendant owes dues from a Leave of Absence, paid sick, paid IOD, or other approved Leave of Absence, she/he is dues obligated. The dues owed become payable 60 days after the Flight Attendant returns to active status. If those Flight Attendants do not make payment arrangements within the 60-day time period, the delinquent amount will be sent to our collection agency. This can affect the Flight Attendant's credit.

Section A.1 of Article 31 says, "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)."

As you can see, collection of dues is not as easy as some would like to think. There are stated guidelines and time parameters that we must adhere to. The APFA is not in the business of terminating Flight Attendants; quite the contrary. We are here to save jobs. However, this takes money, which only comes from union dues. Each of us must carry our own weight, and the Treasurer's Department is charged with ensuring that everyone does just that.

The belt-tightening has begun, and, unfortunately, very difficult decisions will have to be made. Rest assured that everything will be done to preserve the integrity of the representation and services you have come to expect. I will keep you updated on the progress made by the Budget Committee and

any decisions made by the Board of Directors regarding the APFA Budget.

To make payment arrangements for dues/fees owed, please contact the APFA Dues Department by calling 1-800-395-2732, extension 8151.



over the course of the past four months, the Communications Department has been busy, to say the least. We have faced an unprecedented situation that thrust our union into the national spotlight once again. Abbreviated timeframes, the fast-paced nature of the events, and expectations of our membership created enormous challenges. This is the focus of this month's Communications article.

Communicating Through Tough Times

As I have said previously, the job of Communications Coordinator has changed a great deal since the last time I held the office in the early 1990s. The issues we face as a union are more complex, the press interest in our union is much greater, the tools we use to communicate are more advanced, and the membership has grown to expect a great deal more from the Communications Department — thankfully. The one thing that has not changed is staffing of the department. The Constitution still

calls for only one person to work in Communications department. This exists despite the demands of producing **Skyword**, drafting hotlines, administering the InfoRep and Furlough Programs, working with APFAs Washington Representative, updating the web site and assisting in the moderation of the bulletin board, and coordinating all national mailers, press relations, and individual communications with various members. Don't get me wrong. I am not complaining. I signed up for this job knowing it would mean personal sacrifice and each day would be a challenge. What I am doing is trying to give some background in order to answer some of the questions and criticism I have received over the past few weeks.

From the very beginning of this latest crisis, the APFA has included information on the APFA Hotline, the web site, the InfoRep Hotline, in *Skyword*, in mass emails, and in membership mailers. No matter when the information was put out, the need to know made it appear it was not coming out quickly enough. I feel

it is important that the membership understand the process of communicating and the guidelines under which we must work under.

First of all, the APFA is governed by two documents. These are the APFA Constitution and the Policy Manual. Both can be found on the APFA Web site.

The hotline is a frequent production. It requires research, which may often mean locating officers or various representatives for firsthand information. The Communications Coordinator must also check with each department in order to find out if they have material for the hotline. Once the hotline text has been drafted, the approval of the majority of the national officers must be obtained. In many instances over the past few months, the officers have been involved in negotiations, arbitrations, and meetings with senior management at American Airlines. The officers made every attempt to make themselves available regardless of the situation, but on rare occasions, that

proved very difficult to do considering the circumstances. In addition, events that created information that needed to be included on the hotline often did not occur until later in the day or into the evening hours. This has made it somewhat difficult to get hotlines out as quickly as the membership would like to hear them. A hotline cannot just be written and recorded. It must go through the proper channels to ensure the information is accurate.

Skyword is a very complex publication. It is a magazine for all practical purposes. Production can take as long as a month. Articles from the various officers and representatives must be collected. Again, the availability of the officers and representatives, especially over the past few months, has been limited due to the various events. Once the articles are in, they must be proofread and then edited. From there, they are sent to the APFA Graphic Artist, who works on the ads and concepts for the cover while waiting for the articles. He works for a week or

more to set up the various pages. When that is complete, he turns the first draft over to me for final edits. Upon receipt of the final edits, the Graphic Artist then makes the changes and sends the material to our printer for a final proof. The final proof is then provided to each of the national officers for approval. Again, availability is the key to getting the magazine out expeditiously. As a union, we face daily issues that require our officers' personal attention. Many times this requires they be out of APFA Headquarters and, in certain circumstances, out of the DFW area. They prioritize and make every attempt to be available when time comes to approve various publications.

The APFA Web site is really a compilation of pre-approved material. Copies of communications between APFA officers and American management, hotlines, Skyword, national mailers, letters of agreement between the APFA and American, APFA Board of Directors meeting minutes and resolutions, and other information can be posted quick-

ly. The timing depends on when the information is received by the Communications Department. Throughout the recent discussions with management, the information on the Restructuring Agreement, Board of Directors meetings, Executive Committee meetings, and hotlines were all posted as soon as they were available.

During the past four months, the press has taken a special interest in the APFA. The Communications Department received on average 85 press calls per day, seven days a week, and as late as 0200 in the morning from March 31st through April 30th. This was extraordinary. Luckily, DFW based InfoRep Captain Liz Geiss was gracious enough to jump in and work in the Communications Department in order to assist with the volume of calls and the more than 200 emails received each day from the membership and the press and the InfoRep Program.

Press relations are but a fraction of my job as Communications Coordinator. My primary

responsibility is to the membership. Any member of the press who has worked with me will tell you I make that perfectly clear. Many times, I have told members of the press that I could not speak with them due to the fact I was concentrating on the membership at the time. However, it is imperative that the APFA maintain a good working relationship with all members of the press. They are not fair-weather friends. They are an important and necessary part of any organization's operation.

One thing I have heard from members that I feel needs to be addressed is the fact some heard information in the press before they got it from the APFA. In some instances, this was the case. How did this happen? The answer lies with the persistence of the press and the connections they have. In many cases, something would transpire between the APFA and American that would hit the news before a hotline could ever be drafted! When questioned, the press would tell me that they received the information from an "inside source at

the Company." The APFA cannot control leaks. No organization can. All three unions experienced this "leak-oriented" reporting throughout the recent discussions. In addition, some information contained on the APFA Hotline was reported by the press very soon after the hotline was recorded or the information was posted on the web site. Some members again claimed the press was told before they were. That simply was not the case. Members of the press monitored both the hotline and the web site continuously during this time. As soon as the information was posted, they reported it. Often times, they accessed the information before most of the membership. Keep in mind that the hotline and many portions of the web site are public domain.

Again, the purpose of this article is not to make excuses for what some see as a lack of communication during the Restructuring Agreement period. It is also not meant to complain, because I enjoy the work I do for the membership. The article is meant to educate the membership on what

has transpired over the last few months and the challenges we faced to get information out. Some of the feedback I have received has been frustrating. because it was based on a lack of knowledge of the department and the language in the APFA Policy Manual governing the Communications Department. It is great to know that the membership is becoming more dependent on the union for information. They should demand only the best, and we have a responsibility to provide it.



APFA BOARD OF DIRECTORS **ANNUAL CONVENTION**

MARCH 7 - 11, 2003

Hilton DFW Lakes • Grapevine, Texas 76051

Resolution Tally Sheet

Resolution: #9, Maker: Valenta, Second: Mitchell, Date: 3/11/03 Time: 1222

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

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

YES: 17

NO: 0

ABSTAIN: 0

ABSENT: 1

STATUS: PASSED (√)

FAILED ()

TABLED ()

WITHDRAWN ()

WHEREAS. the Federal Aviation Administration (FAA) requires Cabin Crew/Flight Attendants on board all transport category aircraft with 20 seats or more; and

WHEREAS. the duties and responsibilities of Cabin Crew/Flight Attendants have evolved over time to include inflight medical emergencies, including the use of the Automatic External Defibrillator (AED), in-flight security, and self defense as well as emergency evacuation; and

WHEREAS, legislation is currently being formulated that would direct the FAA to certify Cabin Crew/Flight Attendants;

BE IT THEREFORE RESOLVED.

that the APFA supports Cabin Crew/Flight Attendant certification on behalf of the 27,000 professional Flight Attendants that it represents.

Cabin Crew Certification



PFA's Washington A Representative, Joan Wages, authored an article in Volume 5 -Issue 5 of **Skyword** that touched on the topic of cabin crew certification. Since that article appeared, I have had several calls and e-mail messages, most in support and a few in opposition to the idea of crewmember certification. In this article, I thought that I would share some information regarding the topic of cabin crew certification as we know it today.

At the APFA's annual Board of Directors Convention in March 2003, the Board of Directors voted to support cabin crew certification on behalf of the women and men of the APFA. Armed with the direction that this resolu-

tion provides, and working with a coalition of Flight Attendant unions. we got busy in Washington, D.C. On April 30,2003, Congresswoman Nita Lowey (D-NY) and Congresswoman Sue Kelly (R-NY) introduced legislation that would authorize the Federal Aviation

Administration (FAA) to issue a certificate to all new and existing cabin crewmembers after successful completion of an air carrier's training program.

The FAA requires our presence on board all transport category aircraft with 20 seats or more. Because of the safety sensitive nature of our job, we are subject to the same random drug and alcohol testing that the Pilots and mechanics are. We are subject to background checks and fingerprinting. Flight Attendants are one of the only groups under FAA jurisdiction that is not certified. Pilots, mechanics, dispatchers, and parachute packers are certified. Flight Attendants, solely responsible for safety and security on board, are not.

Take just a minute to think how dramatically our job has changed. Individual system seniority notwithstanding, I think that we could honestly say that our responsibility on board has increased dramatically over the years.

What certification will not do:

*Certification will not create a national seniority list. Seniority will continue to be determined by the bargaining representatives of each work group in the industry.

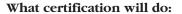
*Certification will not create any NEW training requirements, and by virtue of completion of an air carrier's annual recurrent training, a Flight Attendant would be certified.

*Certification will not eliminate training that makes each carrier unique. Remember that each carrier that flies a particular fleet type (B757, for example) does not fly the exact same version of that aircraft. There are subtle differences that Flight Attendants must be trained on.

*Certification will not require additional medical examinations. The APFA takes the position

that no additional testing is needed. When certifying dispatchers, parachute packers, and repairmen, there is no medical required.

In working with the other Flight Attendant unions and legislators in drafting the current language, we were careful what we asked for. The language reflects that. There is no intention to burden a system already in place, burden our members, or create a program that is an administrative nightmare.



*Certification provides a quality assurance to crewmember training, and the FAA is in the best position to determine the effectiveness of a program based on best practices industry-wide.

*Certification will establish a standard so that the traveling public can be assured that every cabin crewmember is trained to a level of proficiency.

*Certification equates to recognition for the critical safety role that cabin crewmembers have in aviation.







he changes made in the Restructuring Agreement create a minimum annual hour threshold of 420 hours in order for Flight Attendants to accrue vacation and sick time as well as company-subsidized health benefits. The 420-hour threshold is the same for both domestic and international. The threshold represents half of our 70-hour monthly guarantees for 12 months. The 420 minimum threshold requirement will be calculated using the calendar year for sick and vacation accrual and a rolling 12-month look-back for health insurance purposes.

Sick and Vacation Accrual

In order to receive vacation and sick accrual, you must receive a minimum of 420 paid hours during the calendar year from

The Changes

January to December or an average of 35 paid hours per active month. If you do not have the minimum 420 paid hours or an average of 35 paid hours for each active month, you will not receive any vacation or sick accrual for that year.

If a Flight Attendant is inactive for more than 15 days due to IOD, Family Leave, unpaid sick leave, or any company-authorized Leave of Absence, the threshold requirement will be adjusted for that month. For example, if you are on an unpaid sick leave of absence for three months, January-March, those months will not be included in the 420 look-back. Your "new" threshold will be 315 paid hours for the calendar year, which is a reduction of 35 hours for each inactive month, in order to accrue sick and vacation for your nine remaining active months. You are not eligible to accrue sick or vacation for the three months you were inactive.

If you are active less than 15 days in a month due to an IOD, you will receive full sick and vacation accrual for that month, provided you meet your reduced threshold for your remaining active months. For example, if you were on an IOD for four

months, your "new" threshold would be 280 paid hours. Provided you were paid 280 hours in the other eight months, you would accrue your full sick and vacation for the year. If you were on IOD for the full year, January through December, your threshold would be zero, and you would accrue vacation and sick time for that year.

If you are taking the 12-month Overage Leave, beginning in July your "new" threshold will be 210 paid hours provided you were active January through June. You would get six months of sick and vacation accrual if vou were paid at least 210 hours in your active months. If you failed to reach 210 paid hours, you would not accrue sick or vacation for that year.

Remember that the sick and vacation annual threshold is for the calendar year. It is not necessary to be paid 35 hours in each active month as long as you reach your threshold for the calendar year. For example, if you are active all 12 months, you could fly 70 hours for the first six months and drop all your trips in the other months. You would still reach your 420-hour threshold and accrue all of your sick and vacation.

Company-Subsidized **Health Benefits**

The 420-hour annual threshold for company-subsidized health benefits will be done on a rolling 12-month look-back basis. The look-back will not begin until May 2004. In May 2004, the Company will look back to May 2003. In June 2004, the Company will look back to June 2003, and so on. Please note that this does not mean that you will lose your health benefits. You will be required to pay higher premiums for these benefits. You will pay your contributory portion plus what the Company contributes.

As with vacation and sick leave, if you are inactive for more than 15 days in a month as a result of IOD, FMLA, unpaid sick leave, or any company-authorized leave of absence, your threshold will be adjusted.

For example, if you were on the six-month Personal Leave following the birth of a child starting in June 2003, your threshold for May 2004 would be 210 paid hours. The months of June 2003-November 2003 have been adjusted due to your maternity leave. The remaining six months that you are active (not on leave)

May 2003 and January through May 2004, you must be paid 210 hours, or an average of 35 hours per month, in order for the Company to subsidize your health benefits. If you jumped ahead to the look-back for September 2004, you would need to have 315 paid hours since September 2003. The months of May through August 2003 have "rolled-off" and are no longer in the look-back as of September 2004. Only the months that you were on leave from September through November 2003 will not be included in your threshold.

Once again, keep in mind that you do not have to be paid 35 hours in each active month. The 35 hours is an average for the active months.

The Company is still developing the program that will conduct the look-back. The specific details on how you will be billed and how payments are to be made are also being developed.

If you have any questions regarding this topic or any other contract issue, please give us a call or send us an e-mail. Safe and happy flying.





Layovers Redefined

eginning with the contractual month of July, the Company implemented the provision of the Restructuring Participation Agreement that allows for FAA minimum layovers. In this article, we want to make sure everyone understands this provision. First, let's look at the actual language of FAR 121.467 that pertains to layovers.

The first two sections apply to both domestic and international sequences that contain scheduled duty periods of 14 hours or less.

"(b)(2) Except as provided in paragraph (b)(3) of this section, a Flight Attendant scheduled to a duty period of 14 hours or less as provided under paragraph (b)(1) of this section must be given a

scheduled rest period of at least nine secutive hours if the Flight consecutive hours. This rest period must occur between the completion of the scheduled duty period and the commencement of the subsequent duty period.

(3) The rest period required under paragraph (b)(2) of this section may be scheduled or reduced to eight consecutive hours if the Flight Attendant is provided a subsequent rest period of at least 10 consecutive (9) Notwithstanding paragraphs hours. This subsequent rest period must be scheduled to begin no later than 24 hours after the beginning of the reduced rest period and must occur between the completion of the scheduled duty period and the commencement of the subsequent duty period."

The following parts of the FAR apply to sequences with scheduled duty periods greater than 14 hours.

"(7) Except as provided in paragraph (b)(8) of this section, a Flight Attendant scheduled to a duty period of more than 14 hours but no more than 20 hours, as provided in paragraphs (b)(4), (b)(5), and (b)(6) of this section, must be given a scheduled rest period of at least 12 consecutive hours. This rest period must occur between the completion of the scheduled duty period and the commencement of the subsequent duty period.

(8) The rest period required under paragraph (b)(7) of this section may be scheduled or reduced to 10 con-

Attendant is provided a subsequent rest period of at least 14 consecutive hours. This subsequent rest period must be scheduled to begin no later than 24 hours after the beginning of the reduced rest period and must occur between the completion of the scheduled duty period and the commencement of the subsequent duty period.

(b)(4), (b)(5), and (b)(6) of this section, if a domestic, flag, or supplement air carrier or commercial operation elects to reduce the rest period to 10 hours as authorized by paragraph (b)(8) of this section, the air carrier or commercial operator may not schedule a Flight Attendant for a duty period of more than 14 hours during the 24-hour period commencing after the beginning of the reduced rest period.

(10) No domestic, flag, or supplemental air carrier or commercial operator may assign a Flight Attendant any duty period with the air carrier or commercial operator unless the Flight Attendant has had at least the minimum rest required under this section.

(11) No domestic, flag, or supplemental air carrier or commercial operator may assign a Flight Attendant to perform any duty with the air carrier or operator during any required rest period."

You will see that the layover rest

period language in Art.7.L.2. and App.I. Art.7.N.1.& 2. of the Restructuring Agreement is nearly word for word when compared to the FARs. The language is fairly straightforward. For duty periods of 14 hours or less, it requires a layover rest period of nine hours free of duty or eight hours free of duty, if you have compensatory rest of at least 10 hours. Remember, that free from duty means the period from the end of debrief to sign-in. Travel time to and from the hotel is not considered on duty. Although the FAR allows for a scheduled layover of eight hours, the Letter of Agreement, found as Attachment F, states that the Company will build layovers to no less than 8:30 hours scheduled rest. The Letter of Agreement and FAR allow for a layover to be as short as 8:00 hours in the actual operation (i.e., delays, etc.). Again, you must have the compensatory rest of 10 hours following the next duty period.

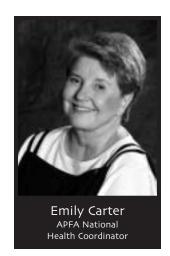
It is important to note that there is no longer an eight behind the door provision. It is also important to note that eight behind the door does not exist in the FARs for Flight Attendants. In addition, the layover rest is based on scheduled duty days and not on our ultimate on duty maximums, which can result from creeping delays.

Here are some examples of legal trips based on this language. A four-day trip in which all three layovers are nine hours free of duty

would be legal. If you were late in arriving for the second layover so that your lavover was reduced to eight hours, you must reschedule the third layover to give you 10 hours free of duty. If you were flying a three-day trip in which the first night had a scheduled layover of 8:30, then the next layover must be 10 hours. When you are due compensatory rest, it must begin no later than 24 hours after the beginning of the reduced rest period. This 24-hour requirement is regardless of time zone changes. For example, if you had a three-day trip with layovers in MIA and ORD that had an 8:30 hour layover that began at 1800 in MIA, then your compensatory rest must begin by 1700 in ORD (1800 MIA time) the following day.

International trips with a duty period scheduled for greater than 14 hours must have a scheduled layover rest of 12 hours. However, it may be scheduled or reduced to no less than 10 hours provided there is a compensatory rest period of at least 14 hours. The compensatory rest must begin within 24 hours of the start of the reduced rest.

While all layovers will not become FAA minimum layovers, there is sure to be more on the bidsheet than any of us would prefer. We hope this article answers some of the questions you had regarding this provision. As always, please call or e-mail us with any questions.



Fasten Your Seatbelts...

...it's Going to be a Bumpy Flight! (Advil Is Not the Answer)

By George Berry, *IOD Representative*

Turbulence can happen without warning and is the leading cause of in-flight injuries to Flight Attendants. The Captain should notify Flight Attendants of expected turbulence. If there is no notification from the Captain regarding turbulence and you are bumping around in the back of the aircraft, you should call the Captain to notify her/him of the effects of the rough air you are

experiencing. We have all seen the cause and effect of turbulence in regards to what is felt in the cockpit versus what is felt in the rear of the aircraft. If you sustain a turbulence-related injury, taking an Advil may only temporarily relieve minor aches and pains due to turbulence, but it is not the solution to your problem. Steps must be taken to ensure that you are administratively protected in the event you lose time from work as a result of a turbulence-related injury. You must take an active role if you want to be compensated for lost time from work.

Article 26 E. Occupational Injury Under Exceptional Circumstances of the APFA/AAL Agreement is still intact. "A Flight Attendant, traveling in Company operated aircraft, as a flight crew member or as a passenger on Company business, and only if injuries are sustained as a result of forced landing, rough air, passenger assault, hijacking or sabotage while on duty, will receive full salary less Workers' Compensation benefits for a maximum of six (6) months. No deductions will be made from the Flight Attendant's sick leave account, and scheduled pay increases as provided in Article 3 will be made effective."

In all states, full pay continuance

of benefits under the provisions of Article 26 E. are contingent upon a Flight Attendant's use of a PPN doctor during the time the Flight Attendant's injury is covered under Workers' Compensation. Per American Airlines policy, you must seek medical treatment within 24 hours of the first day of lost time with the Company in order to qualify for IOD pay. If you are unable to see a doctor within 24 hours, you can go to an American medical facility, occupational (walk-in) clinic, or emergency room.

Contractual full pay is defined as a Flight Attendant's pay projection minus any TAFB, OE, MU, or OPII trips not flown. An exception to this is if the Flight Attendant is injured on one of these types of trips. Then it will be paid. For any lost time to be paid as ID time, it must be corroborated by a doctor. Initially, this can be done by any doctor since the injured Flight Attendant may have to seek emergency medical treatment. Once the Flight Attendant has a primary treating physician from the PPN list for her/his injury, it must be documented by that doctor. If your turbulence-related injury is nonemergency, it is recommended that you use a PPN doctor from the outset so you may avoid any confusion with the Company.

In our contract, "Rough Air" is

defined and identified by the following observable in-flight characteristics: "Large and abrupt changes in altitude and attitude occur. Occupants are forced violently against seatbelts and shoulder straps. Unsecured objects are tossed about. Food service and walking are not possible. Moderate chop and/or moderate turbulence will not constitute rough air."

If you sustain an injury due to turbulence, it is imperative that the turbulence be documented. A Captain's official report (E6 or OF25) of "severe turbulence" will be sufficient to substantiate the presence of rough air. In the absence of a Captain's official report of "severe turbulence," Flight Service will investigate IOD claims of rough air to determine the appropriateness of a designation of rough air. Parameters used for such determination are set out in Article 26 - Letter -IV of the APFA/AAL Agreement, page 255.

The first account of turbulence that Flight Service will look for in its investigation of reports of rough air is the AMR Event Center report. If you are injured due to turbulence, you should notify the Captain, who should in turn fill out an OF25. Make certain that Flight Attendant #1/Purser notifies the AMR

Event Center and makes note of the injury in the Purser Report for that flight. It is also recommended that the injured Flight Attendant file a report with the AMR Event Center.

In the case of severe turbulence or turbulence that results in injury, all Flight Attendants must submit a report to the AMR Event Call Center within 24 hours (800-662-6000 or HISEND Form 28). It makes sense to initiate a call to the AMR Event Center to file a report whenever an injury is sustained due to turbulence, regardless if the turbulence is severe or moderate to severe. If an AMR Event Center report is not made, the incident could be considered a non-event. It is important to begin the paper trail in the event that Flight Service needs to get involved in an investigation of reports of rough air related to a report of injury on duty.

The revised APFA IOD packet contains more detailed information regarding turbulence-related injuries and is available at **www.apfa.org** on the Health Department Page.

A



"It's a Mad, Mad, Uncooperative World"

t is unbelievable that the Company's attitude is one of total indifference to my department when we try our very best to secure even the most basic guarantees of our contract, a document signed by both the Union and the Company. We ask only for "clean, safe, and comfortable rooms" per the contract language.

A room is certainly not safe with a "dead" phone line. Your room is not comfortable or restful when your bed is actually shaken and your eardrums blasted by planes flying over the airport hotel. Your layover accommodations are not comfortable after working an unthinkable 13 to 16hour duty day with no food available, and the hotel you are assigned has nothing to eat when you arrive after dark and leave before the sun comes up. Another situation occurs when the only food available is very, very expensive (frequently limited menu) room service, and this has become even more of a burden with the new pay cuts forced upon us by the Company. We simply can't afford it.

Many of you point out to me on a daily basis that even the most basic human needs are being denied you. I certainly agree with you! At the same time, we continue to see such waste of money and lack of work coming from management and they wonder why the Flight Attendant workgroup is so "upset." Hello?

Food and sleep are basic to the survival of a human being. We all learned that in Biology 101.

At this time, I am encouraging you to send e-mails detailing the specifics of hotel situations you encounter that are not allowing you to have a clean, safe, and comfortable room. A hotel should allow for quick check-in and checkout and have food available at the hotel during your "body hours." I must have, now more than ever, your complete written documentation of events that do not allow you to get adequate rest so that you are fatigued at the start of your next duty period. I must have these reports in writing.

Please send them to my office via the Hotel Department Web page on the APFA Web site or to **hotel**dept@apfa.org, Copies must be sent to Patrick.Okeeffe@aa.com, Donna.Snepp@aa.com. Patte.Moore@aa.com, and your Regional Manager and Flight Service Manager (Firstname.Last name@aa.com).

As we continue to prepare and collect evidence for our current Presidential Grievance regarding hotels and prepare for those that will follow we need all documentation. It

has become clear that substandard hotels are what the Company wants. We must have clean, safe, comfortable, and "restful" hotels. The Company has made it clear that the "pain" we go through at airport and other undesirable hotel locations to save money will not be "credited" to the APFA. The Company has saved MILLIONS OF DOL-LARS by moving us wherever they want. Where are those millions going?

My department will not stop until all of this is made right. It may take some time and definitely work on our part. How many times do we have to fight this battle for decent, humane treatment? Ridiculous! But again, let me say, my letters, calls, and faxes, backed up by your written documentation, are powerful tools. Please send your written documentation as soon as your trip is over. Remember there is an electronic debrief form on the Hotel Department page of the APFA Web site. WRITTEN DOCUMENTATION IS A MUST.

'Til Next Time.



Hotel News and Reviews

Atlanta, Long: as reviewed by Sandi DiSalvo

With our contracts expiring in Atlanta, it was time to conduct a review. Unfortunately, the much loved Westin Downtown was not willing to include transportation in their rate, so we will be moving to the lovely Sheraton Atlanta Hotel. We will still be located in downtown Atlanta.

This is a very "quaint" downtown property. The hotel has a pool and Jacuzzi located inside a courtyard area. The roof above opens on nice days, and the courtyard itself has a "Savannah, Georgia" flair with wrought iron railings and open balconies. The gym is located off this area and has windows down the length of the gym overlooking the pool/courtyard area. The gym is a decent size with five treadmills as well as stair-masters, stationary bikes, and a few weight machines. If you would like a more serious workout, the hotel can arrange for passes to the Peachtree Center Athletic Club.

When you first enter the hotel, you will come into the lobby

area. Located off the lobby is a living room area with two complimentary computers with Internet access. Each morning there is a complimentary coffee cart set up in this area.

The hotel has a concierge desk, and the concierge who works there has some of the highest rankings a concierge can achieve. The hotel has a wonderful restaurant with a \$10.95 breakfast buffet and a \$12.95 lunch buffet as well as various menu items. The restaurants offer a 25 percent food and beverage discount. There is a very chic martini bar in the hotel called Fandangles, and room service is available 24 hours. There is also a 24-hour. deli located inside the Sheraton for late night munchies offering various items including sandwiches and salads

The guestrooms offer all the basic amenities, triple sheeting, and a desk area and chair. Internet access is available, and local calls are free. The phones can dial 911 without the phone lines being opened, and the hotel told me they have the ability to open local phone lines and restrict long distance. Some rooms have safes. The A/C and heat is run on a four-pipe system. The guestrooms have fire

sprinklers and double-lock, barlock, and peepholes on every door. There is 24-hour security as well as cameras manned 24 hours. Every access to the outside of the property is locked, with the exception of the main entrances, and the stairwell doors on each level not leading to the outside do not lock so you can re-enter if need be. The MARTA train station is located two blocks north of the hotel

Crewmembers will be "keyed" on the van as long as it is strictly crewmembers on the hotel's airport shuttle van. This hotel has 765 rooms with 610 being nonsmoking. This hotel houses IAL.

Although we know the Westin will be missed, the Sheraton is a nice property with a very friendly and eager staff excited to welcome American Airlines crewmembers to their "home."

Atlanta, Short:

as reviewed by Sandy DiSalvo

We will be renewing the contract at our current short layover hotel the Sheraton Gateway. It is a very beautiful property, located just minutes from Atlanta's Hartsfield International Airport. There are 395 guestrooms. The rooms offer all the basic amenities and are

decorated nicely. The room doors have deadbolts, latches, and peepholes, and the rooms have double paned windows. There is a desk as well as a chair and ottoman to relax in. There is a make-up mirror in the bathroom. Local calls and 800 calls are free of charge. There are numerous TV channels including Showtime available in room. Internet access is available. The hotel has 24-hour room service and offers a 20 percent discount. The hotel restaurant offers a 20 percent discount as well. There is an indoor pool and Iacuzzi and a small workout facility, A Starbucks coffee shop is located in the lobby area offering Krispy Kreme donuts and sandwiches. The Starbucks is open 24 hours a day. This hotel currently houses United, Delta, and Northwest. The APFA has asked the Company to request that this hotel discontinue the use of carpet freshener, not to relocate any more crews, and to consider replacing the mattresses. If you have any complaints, let the APFA know as soon as possible and don't forget to include your room number on your report!

Sleep tight and sweet dreams!

Phoenix, Long; as reviewed by Sharron

Lennox

The Wyndham Phoenix will be our new long layover hotel. The property is located downtown; there is a lot to do and numerous places to go to eat.

The guestrooms are large. All of the beds were replaced four months ago along with all soft goods including bedspreads and duvet covers. Beds are triple sheeted, something we all enjoy.

Some rooms have two queensized beds, a desk area with an ergonomic chair, high-speed Internet access, which is FREE, and a two-line cordless phone. Local, 800, and credit card calls are free. Other rooms have a king-sized bed and a small sitting area with a couch.

Hair dryers, coffee makers, iron/ironing board, clock radios, and a lighted make-up mirror are in each room. All televisions will be replaced by July 1st. Although they have a two-pipe system, the air-conditioning works well. Vending is available on all floors. Most of the rooms have adjoining doors.

All rooms use electronic keys, double lock, bar lock, and peep holes. There is an in-house uniformed 24-hour guard with a twoway radio. Rooms have sprinklers and smoke detectors. Fire hoses, extinguishers, and sprinklers are in the hall. The alarm system is connected to the fire department. Everything is wired to a back-up generator, including the phones.

There are several restaurants in the hotel. Room service is available 6:00 a.m.-11:00 p.m. If a crew is going to be late, they will stay open longer. We are offered a 25 percent discount on food. Starbucks is on the property. A Comedy Club is available on the weekend. Restaurants abound in the area. The hotel shuttle will drive you within a one-mile radius. If a Flight Attendant brings food and needs it heated, she/he will be able to go to the employee cafeteria and use the microwave.

An exercise room is available 24 hours, and a small pool is located outdoors on the 5th floor. The Phoenix Suns Athletic Club is located down the road with a charge of \$8.00 per day.

New Orleans, Short; as reviewed by Carrie Maniaci

We will be moving to the Wyndham Metairie New Orleans Hotel, a brand new hotel that just opened in June 2002. The guestrooms have all the basic amenities as well as robes, matresses with pillow top, triplesheeted beds, and exact set temp controls. The windows are completely soundproof, and there is no noise coming in. They have an excellent hotel restaurant and 24-hour room service that will extend a 10 percent discount to the crews. Several restaurants are within walking distance. There is an outdoor pool and fitness room with cardio equipment and free weights. It is the perfect hotel for short layovers.

Manchester, England; as reviewed by Sharron Lennox

Effective July 6, 2003, we will be moving to the Renaissance Hotel in downtown Manchester near shopping, museums, and the train station. The downtown Manchester area has undergone enormous changes since the IRA bombing in 1995, and of course, there is added security in the downtown area. There are million dollar condominiums and apartment buildings. The shopping is unbelievable with any store you could want...Marks & Spencer, Harvey Nichols, Selfridges, Boots, Body Shop, and many more. There is a large grocery store (Tesco) within two blocks of the

hotel. A lot of the shopping area is in a pedestrian walkway area. The Victoria train station is a five-minute walk, and there is a free bus to the main train station - Picadilly. There is an Internet café in BHS.

The hotel rooms are large and all the same size with different furniture layouts. All have a sitting area, desk, and armoire with a TV and refrigerator and come with either a king or two queen beds. Heating/air conditioning is individually controlled in all rooms. The reception has a safe for guest valuables. Room amenities include iron/ironing boards, trouser presses, coffee/tea making facilities, and clock/radios. The beds are comfortable with duvets and bedspreads. Bathrooms feature hair dryers, a large counter area, a telephone, and plenty of towels/wash cloths. Windows run along one side of the room with black out curtains.

All rooms feature electronic key locks, double locks, chains, and peepholes. The doors are solid.

Robbies Restaurant serves breakfast, lunch, and dinner, Room service is open 24 hours a day. American crewmembers receive a 25 percent discount. In addition, there are numerous restaurants in the area around the hotel.

The Renaissance has no fitness facilities on the property. However, there is an agreement with one of Manchester's largest health clubs two blocks away. The charge is 5 Pounds per day, which includes a great deal: pool, racquetball, and squash, and jogging facilities along with all the most advanced equipment.

There is a manager dedicated to each crew. They are there during sign-in so the crewmembers have a contact in case they need anything. The management told me that they celebrate holidays with the crews and "treat crewmembers like family."

I was born in upstate New York and raised on both coasts, so I guess you could say traveling is in my blood. What better career could I have chosen than that of a Flight Attendant.



Committee Member Biography:

Sharron Lennox



oldest of four girls. All our family vacations involved traveling the United States. We moved to California when I was 9, eventual-

I am the

ly settling in Palo Alto. I was headed towards a career in musical comedy, dancing at age 3 and singing at age 9. I appeared in numerous musicals and plays. However, things change. My senior year in high school, my family moved back to New York. I then became involved in the medical field, becoming a Physicians Assistant.

I worked for a general surgeon and an orthopedic surgeon. While visiting my best friend in San Diego in 1979, I decided to stay there, and I never went home. I worked for a rheumatologist and an oncologist in San Diego, while desperately trying to get hired by an airline.

In 1984, American hired me, I have been based in ORD, SAN, SFO-I, and currently in IOR. My union career started in 1995 when I became SFO-I Chair, I served in that position until March 2000. I've worked the Scheduling/Contract Desk, been on the Budget Committee since 2002, and the Hotel Committee since 2001. Even though I haven't made it to Broadway, I still sing and have done studio work and appeared on Kip Fry's CD, "Deep Blue Sky." Currently I live in Reno with my cat Isabella and still enjoy flying. Although a lot has changed since 1984, travel is my passion. I have seen a lot of the world in my life and look forward daily to seeing more and more.

Furlough Update By

By George Price

he April/May issue of **Skyword** was in the final stages of production when the APFA received the final numbers of Overage Leaves, Partnership Flying, and furloughs. We were able to include a quick breakdown of those numbers prior to printing. Since that time, the union has received a much more detailed breakdown of exactly who will be affected and from what bases. The following chart shows the total number of furloughs from each base in the system from October 2001 through July 2003. These numbers do not reflect those who have resigned their recall rights or retired after the date of furlough.

As soon as the APFA received

notice that as many as 5,000 Flight Attendants could be furloughed effective July 2, 2003, the Communications Department went into action. We met with members of the Texas Work Force Commission in order to find out what new resources were available to employees facing layoff. The information gathered during this meeting as well as updated American Airlines policies and procedures were incorporated into the new APFA Furlough Packet. The APFA staff worked for over a week to copy, organize, label, and mail the packets so that our members facing furlough would have a bit more information available to them prior to their furlough date. The packet, along with the Company's informa-

> tion, was also posted on the APFA Web site "Furlough Page."

Rapid Response Meetings

APFA representatives made contact with the American Airlines Outplacement Development Office shortly after the furlough announcement. The Outplacement

Office is responsible for coordinating with the various state unemployment offices and work force development offices in order to schedule Rapid Response Meetings. These meetings are designed to provide any employee facing layoff with information on unemployment benefits, COBRA insurance, job placement, grants, educational opportunities, resume writing, emotional support, and personal finance. The APFA's part in this process is to disseminate meeting times, dates, and locations and encourage members to attend. These are very worthwhile meetings that offer a great deal of very useful information. An updated list of scheduled meetings can be found on the APFA Hotline and on the APFA Web site under "Calendar," "Furlough Assistance Events" on the Furlough Page, and the base pages of those bases where meetings are scheduled.

Continued Efforts

The APFA along with other Flight Attendant unions has been asked to work with the Department of Labor on a new project. This will help to identify even more resources for Flight Attendants who have been furloughed or who face furlough in the future. The goal is to not only identify these resources but also make them easier to access. In addition, the DOL would like to further assist furloughed Flight Attendants by

bringing to the attention of business exactly what they may offer organizations if hired. A compilation of experience, training, educational background, and demographic information will be created to use as a tool when working with various business leaders to encourage the recruitment of furloughed Flight Attendants.

Furlough Pass Policy Changes

On May 30, 2003, American announced a new pass policy for

furloughed employees. This policy includes an extension of the 90-day pass privileges to 18 months. Employees furloughed on April 17, 2003, or later will be eligible for a travel incentive, which includes an additional six months of travel beyond the 18 months if the employee meets certain attendance requirements. These include maintaining perfect attendance from April 18, 2003 until the date of furlough or the 90 calendar days prior to furlough, whichever is shorter. The chart below outlines the new policy:

Updated AAL Travel Program For Employees Furloughed After April 17, 2003

Provision	Updated Policy
Furlough Travel Privilege	18 months
Eligibility	Employees laid off after March 1, 2003
Eligible to Travel	*Employee *Spouse, domestic partner or registered companion *Dependent children and parents of the employee
Boarding Priority	D2 for the first 90 days D2P for the remainder of the time
Travel Incentive Plan	An additional 6 months, for a total of 2 years
Eligible for Travel Incentive	Employees laid off after April 17, 2003
To Qualify for Travel Incentive	The employee must report to work on time for all scheduled work assignments from April 18, 2003 until the last day worked OR During the last 90 calendar days prior to furlough, whichever is shorter
Boarding Priority for Incentive Travel	D2P

Furlough Headcount 5/19/03

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Base	Prior	April 1	May 1	July 1			
BOS	71			137			
BOSI				4			
DCA	74			51			
DCAI				3			
DFW	278			246			
LAX				93			
LGA	185			355			
MIA				58			
ORD	180			321			
SFO	97			77			
SLT		1	9	12			
STL	1,511	355	266	1,766			
Total	2,396	2,751	3,026	6,149			

The APFA has repeatedly approached the Company about extension of pass privileges for all furloughed Flight Attendants. Despite the union's requests, the Company has not, until now, been willing to modify their pass policy at all. Although this is a step in the right direction, it still does not address the thousands furloughed prior to April 17, 2003.

The APFA Web site

The Furlough Page of the APFA Web site is continuously updated with new resources and some job opportunities. The site has a number of links to government agencies, job search sites, and organizations that may be of assistance to Flight Attendants facing furlough. We strongly encourage anyone on furlough or facing furlough to visit the site frequently for additional information.

If you or someone you know is aware of additional resources, job or educational opportunities, or agencies that might be of interest to our furloughed members, please contact the APFA Communications Department at

Communications@apfa.org.

Rumors

Rumors on just about any topic are running rampant on the line right now. Most of the rumors have no basis in fact and are designed to either undermine the APFA as an entity or cause unnecessary anxiety and disloyalty among the membership. Some of the rumors involve issues affecting furloughed and soon to be furloughed Flight Attendants. It is time to clear them up once and for all.

At the time this issue was going to press, the Company confirmed that the 3,123 furloughs scheduled for July 2003 would be processed as scheduled. They had no plans to rescind any of the furloughs at that time, contrary to the rumors on the line. The Company also planned to process all transfers and forced transfers into STL effective July 2, 2003.

The language in Article 16 regarding five-year recall rights is something, like forced transfers, Overage Leaves, and Partnership Flying, that has been in our contract for decades. It was not part of the Restructuring Agreement. The Company used provisions of Article 16 during the reduction in force in the late 1970s and early 1980s. Through several rounds of contract negotiations, the language has changed little if at all since that time.

Recall rights are for a period of five years or 60 months. Again, they are outlined in Article 16 of the contract. The APFA has attempted on several occasions to persuade the Company to extend the recall rights. This included the discussion leading up to the Restructuring Agreement. Management has not

been receptive to this concept at all. At no time during the Restructuring Agreement or subsequent discussions has the APFA ever considered sacrificing recall rights.

Change of Address

It is imperative that any Flight Attendant on furlough maintains a current address with both the APFA and American. Without current contact information, neither the APFA nor American can effectively communicate with you. Whenever recall begins, American must have an accurate address in order to send your notice.

In order to change your address with the APFA, simply complete the Change of Address Card in the center section of Skyword, call the Membership Department at 1-800-395-2732, extension 8153, send Membership an e-mail at Membership@apfa.org, or

complete the form on the APFA Web site.

Contact information can be updated with American by writing to the Manager of Flight Service Administration, American Airlines, Inc., Mail Drop 4293, P.O. Box 619616, DFW Airport, Texas 75261-9616. Flight Attendants should also call employee services at 1-800-447-2000 to notify them of any changes.

The APFA Constitution -Is it Working?

By Cheryl Walters

Every large corporation has a set of rules and policies that govern its daily operation. Like these corporations and other unions, the APFA has a set of guidelines and policies as well, titled the "APFA Constitution" and the "APFA Policy Manual "

This particular APFA Constitution was developed in 1990-1991 and adopted by the APFA membership for its implementation beginning April 1, 1992. The APFA Policy Manual was developed alongside the Constitution. It was adopted and voted on by the APFA Board of Directors.

Unlike the APFA Constitution, the APFA Policy Manual requires only a vote of the Board of Directors to effect change. Change to the Constitution requires full membership ratification.

March of this year marked 11 years since the Constitution was implemented. The APFA Board of Directors recently approved a budget for APFA Fiscal Year 2003-2004. This budget includes funds for the Constitution Review Committee to begin work to analyze whether changes need to be made to the Constitution.

The Constitution Review Committee consists of five APFA members appointed by the APFA Board of Directors. These five committee members are current APFA Representatives who have worked extensively under this APFA

Constitution. They are Ad Hoc members of the APFA Executive Committee. Ted Bedwell also currently serves this membership assisting the APFA Safety Coordinator Joann Matley. Kat Clements is the current JFK Vice Chairperson. Kat also served the membership as a negotiator in 1992-1995. The current LAX Base Chairperson, John Nikides, has served the LAX base for many years as Chair and Vice Chair. Ad Hoc member of the Executive Committee Mario St. Michel has served many years as the JFK Chair and Vice Chair. Ad Hoc member of the Executive Committee Cheryl Walters also serves the membership by assisting primarily in the Dues Department. She has also served as the Spokesperson of the Special Advisory Committee, and IDF Chair and Vice Chair.

The five Constitution Review Committee members will be working over the next several months to study the APFA Constitution to determine if it is working as well as envisioned. Based upon the findings of the committee, recommendations will be made to the APFA Board of Directors that will include identification of problem areas and suggested solutions. Only after careful consideration and reconsideration, the Board of Directors will vote whether to accept proposed changes. If they are accepted, they will then be sent to the entire membership for ratification.

We will continue to keep you updated on the progress of the Constitution Committee through the APFA Hotline, the InfoRep Hotline, the web site, and Skyword.

FAA Bill Moves

By Joan Wages, APFA Washington Representative

very four years, the House and Senate Aviation Subcommittees consider legislation to reauthorize Federal Aviation Administration (FAA) programs - what the FAA does and how it is done. This bill gives the FAA a green light to continue its ongoing work and offers members of Congress an opportunity to speak up on issues where they perceive the FAA is not meeting its goal. FAA Reauthorization time gives everyone in the industry a chance to reassess where they are and where they are going. To implement any program, the FAA also must have money allocated through the appropriations committee.

Considering the many aspects of aviation, this bill is often voluminous. This year's version is no different in size but is unusual for moving so quickly. H.R. 2115 and S. 824 are expected to be up for votes in the House and Senate in June.

Flight Attendant certification is included in the House and Senate FAA bills as they head for floor votes. The language is

somewhat modified from the original language introduced by Representatives Nita Lowey (D-NY) and Sue Kelly (R-NY) and Senator Barbara Boxer (D-CA). The provision in this bill would require that Flight Attendants be certified once they complete an FAA-approved training program. Until now, Flight Attendants are the only major aviation workgroup without direct FAA oversight of their training. Pilot, dispatcher, repairmen, and parachute packer training have all taken a front seat in getting the FAA's attention and consideration. Certification will change that.

The FAA bill also has a provision calling for a study on aircraft cabin air quality. "Oh no! Not another study!" you might want to say. There are a couple of other ongoing studies that are measuring some aspects of cabin air, but none have been completed. In addition, the many variables make it more difficult to isolate a problem. More data is needed to determine whether any changes can or should be made, and until the facts are available, it'll be difficult to argue for changes.

Senator Dianne Feinstein (D-CA) and Rep. Peter DeFazio (D-OR) have been long-time advocates of needed changes. (Note: Both of these members spend many hours in the aircraft cabin flying back and forth from their homes on the West Coast, so they personally understand the detrimental effects of poor cabin air.) The APFA will continue to work with these members and others to get attention focused on this issue.

Security Changes

In another bill, changes are being considered that would close a loophole in the Homeland Security Act concerning the security checks of airport employees. Some airports do not require their employees to clear security if they enter the property through employee parking lots. A provision in this bill would require that ALL employees clear security if they go to work in a secured area. Other amendments could be introduced as this bill moves to a Transportation Committee vote in mid-June.

Legislative issues are coming up and moving quickly, so regularly

check the APFA Web site (**www.apfa.org**) and hotline for updates. In order to provide the APFA a greater presence in Washington, D.C., we encourage members to join the APFA PAC. PAC funds, which are separate and apart from union dues, are used to contribute to members of Congress who support Flight Attendant issues. To join the APFA PAC, simply fill out the PAC card found in the center section of this issue of

Skyword.

A Brief Biography of

January 29, 1912 - April 22, 2003



By Lynette Brown, Women's Issues Chair, Oakland Branch, American Association of University Women, and Becky Kroll, IDF, APFA

The "First Woman of the APFA" was born in Pierce City. Missouri. Her lifelong propensity for breaking the barriers of discrimination and being the "first" to lead the way was evident from early childhood and strengthened by the remarkable man with whom she chose to live her life. While a student at the University of Missouri, Martha took a political science class and found herself regularly debating the merits of various U.S. senators with a young man who appeared to be as passionate about politics as she. That man was Hicks G. Griffiths. Perhaps it was her debating style that first attracted Hicks to Martha, but he knew that he had to get to know this woman better and soon asked a friend to arrange a "date." The couple eloped in their senior year just before earning their Bachelor of Arts degrees.

From the beginning, Martha and Hicks were partners in everything affecting their lives. After they married, Hicks and Martha didn't take money from their parents but worked to complete their educations. The young, idealistic couple soon came face to face with sex discrimination, the abolishment of which was to become their life's work.

Hicks had been accepted to Harvard Law School but was advised by its admitting office that Harvard Law did not accept women. The University of Michigan Law School was building a new law library, and its law school was highly rated. Martha and Hicks became the first married couple to be admitted and graduate together from the University of Michigan.

During their first year at the U of M, their spirited debates entertained both the students and the professor in the first and only course they ever took together in law school. While they may have had differences as to the relative merits of proposed political solutions, Martha and Hicks contended that they never had a serious argument as a married couple.

In 1940, they each earned their J.D. degrees. In 1941, they became the first married couple to be admitted together to the Michigan State Bar. While awaiting the results of the bar, they were again reminded of the pervasiveness of sexual discrimination. Martha and Hicks both took positions at the same insurance company, doing the same work. Their first paychecks were not the same, however, with the explanation that the additional

\$20 paid to Hicks was warranted because he was the "head of the household."

Martha and Hicks made their home in Michigan from those early days of law school and remained devoted to each other. best friends and staunchest allies. Hicks, always active in the political arena, recalled that from the beginning Martha was "such a wonderful exponent of fairness" that he put his energy toward helping Martha achieve political office so that she would and could be a catalyst for change. Hicks managed all of Martha's political campaigns and liked to describe himself as "Martha's Great Defender." making no secret of the fact that if anyone wanted to challenge Martha they would have to deal with him first.

During World War II, Martha was the first female contract negotiator in the nation for Army Ordnance, where she began to make a reputation for both fairness and cost-cutting efficiency. After the war, she was the senior partner in the Detroit law firm of Griffiths, Williams and Griffiths, with Hicks and G. Mennen Williams. Mennen would later look to Hicks to manage his successful campaign for gover-

nor. Mennen would go on to become Supreme Court Chief Justice for the state of Michigan. Martha first sought public office in 1946 in an unsuccessful bid for the Democratic nomination for the Michigan House of Representatives. This defeat was only a temporary setback, and when she ran again in 1948, she won both the Democratic primary and the general election in the fall of that year. Martha served in the Michigan State legislature for two consecutive two-year terms. In 1952, Martha chose not to seek re-election to the state legislature but rather to run as the U.S. Representative from the 17th District, which included northwest Detroit, and the Wayne County suburbs of Livonia, Redford Township, Northville, and Plymouth. Martha was successful in winning the Democratic primary but lost to the Republican candidate in the general election.

True to her nature. Martha turned that defeat into a victory when in April of 1953 she became the first woman to be appointed to the post of Recorder's Court Judge in Detroit. In the fall of that same year, she again made history as the first woman to be elected to

"Martha became the champion for stewardesses, staunch and tireless in her efforts to abolish the age and sex discrimination that pervaded the airline industry." a Recorders Court Judgeship.

In 1954, Martha mounted a second campaign for the position of U.S. Representative from the 17th District. This time she won both the Democratic primary and the general election, defeating the incumbent Republican who had thwarted her first campaign. Martha was the second Michigan woman elected to the U.S. Congress, and she never lost another election.

Martha's special relationship with Flight Attendants began in the late 1950s when she met Barbara "Dusty" Roads, an American Airlines "stewardess" who was very involved in the APFA's grandmother union, ALSSA (the Airline Steward and Stewardess Association). Dusty, a union advocate and negotiator, was acting as unpaid union legislative representative lobbying members of Congress to outlaw the age and sex discrimination policies of the airline industry.

When Dusty told Martha that the airlines were forcing women to "retire" at the ripe old age of 32, circumstance met opportunity, and a friendship was formed that would change an industry and a country. Later on Martha took on the airlines' "no marriage rule." When she learned that an airline had fired a stewardess for being secretly married, she wrote the airline's pres-

ident: "What are you running, an airline or a whorehouse?" Martha became the champion for stewardesses, staunch and tireless in her efforts to abolish the age and sex discrimination that pervaded the airline industry.

Martha, having already joined the battle to end sex discrimination, understood the politics of power in government, and throughout her 20 years in the House of Representatives, she used her unique talents to establish, maintain, and exercise power to advance the causes of women's rights, conservation, and equality. Martha's career in Congress would not have been complete without a "first," and this time she was the first woman to be appointed to the powerful House Ways and Means Committee. In this official position, Martha W. Griffiths was a woman of considerable influence and reputation. Her most notable accomplishments include the addition of the word "sex" in the Civil Rights Act of 1964 (thereby including black and white women in legislation that was originally intended to address only discrimination against black men). History records Martha W. Griffiths as the single most powerful force in ensuring that the prohibition against "sex" discrimination was included in the 1964 Civil Rights Act. The passage of the Act, and with it the creation and enforcement power of the Equal Employment Opportunity

Commission, resulted in the abolishment of legal age and sex discrimination in the airline industry and the United States of America.

Under Martha's watchful eye,

"the EEOC first opened its doors in the summer of 1965. American Airlines stewardesses and union representatives Dusty Roads and Jean Montague were among the first to pass through them.1 The EEOC staffer who handled their complaint that day was an Afro-American woman. At first she couldn't see how young, educated, white women could possibly be victims of discrimination, but she soon got into the spirit of the thing. 'Do they fire Pilots at thirty-two?' she asked Roads. 'Do they fire Flight Engineers?' When Roads assured her the airline didn't, she said with relish, 'Go get 'em.' That's just what Roads and her union did." 2 Those efforts eventually led to dramatic change for "stewardesses." First the elimination of the "Age 32 Rule" (forced retirement), then the elimination of the "no marriage rule," followed by the airlines being forced to hire men and the elimination of discrimination because of pregnancy and childbirth. This is the legacy of Martha W. Griffiths. Flight Attendants and women in many walks of life reap the benefits of that legacy every day.

Martha W. Griffiths is credited with having shepherded the Equal Rights Amendment (ERA) through Congress in 1971 and 1972. She also championed the causes of education, all minorities, including the physically handicapped, fairer pension and Social Security laws, in addition to conservation and other social issues that remain in the forefront of today's political debates. Martha was elected to Congress 10 times, serving from 1955 until January 1975 when she chose to "retire" from national politics.

During this period of "retirement." Martha returned to Michigan, serving as a trustee for the Henry Ford Hospital and on the Boards of Directors for major corporations including the American Automobile Association (AAA), Burroughs, Chrysler, Greyhound, K-Mart, Consumers Power, Verex, and the National Bank of Detroit. Martha was often the first woman to invade the hallowed halls of these corporate American institutions as a Board Member and relished her role as an instrument for change.

In 1982, at age 70, Martha again answered the call for public service becoming the first woman elected Lieutenant Governor of Michigan. She was re-elected in 1986 for a second four-year term. In 1990, when faced with the cavalier behavior

of her erstwhile running mate, Governor James J. Blanchard, Martha chose to end her political career as she lived her life, on her own terms. Martha did not seek re-election for a third term. Blanchard was blamed for his ignominious defeat in the general election because he did not have Martha on the ticket with him. And so, the folklore surrounding this feisty political dynamo grew to almost mythic proportions.

Martha is the only Michigan woman and one of only a few women in the entire United States to have served in all three branches of state government: the judicial, the legislative, and the executive. Throughout her lifetime of service, friend and foe would often try to describe Martha's unique personality and salty humor and the reasons for her many successes. The words used most often tell us much about the woman she was: smart, stubborn, talented, wise, fighter, crusty, badgering, irascible, passionate, saucy, unpredictable, fiercely independent, outspoken, feisty, controversial, pioneer, blunt, and battle-ax. 3 The connotation would depend on whether Martha was fighting with you or against you. In either case, she was formidable.

Martha W. Griffiths was inducted into the National Women's Hall of Fame in Seneca Falls. New York. on October 9, 1993.

On March 15, 1994, acknowledging that the Flight Attendant profession, as we know it today, would not exist without the perseverance and tenacity of Martha W. Griffiths, the APFA Board of Directors, with gratitude, respect and admiration bestowed upon Martha the title of Honorary Member of the APFA. On Tuesday, March 14, 1995, on behalf of the more than 20.000 women and men of the APFA, the Board of Directors proclaimed that Martha W. Griffiths' lifetime of service and dedication to the principles of fairness, equality, and fundamental respect for human rights is the personification of the highest principles and ideals of the members and representatives of the APFA. With that proclamation, the Board declared that the name of its highest award, the "Union Contribution Award," would from that date forth be known as the "APFA MARTHA W. GRIFFITHS AWARD." Martha W. Griffiths will forever be remembered as a political legend and remains a national treasure and an inspiration to Flight Attendants and everyone who seeks and is willing to fight for social justice.

Additional Information:

(The Detroit News, October 14, 1948, page 64, when she was the Democratic nominee for Michigan House of Represen-

tatives, an office she won the following month)

Deeply concerned over problems of state education, industry and conservation, Mrs. Griffiths thinks that the "greatest unexplored resource of this country is a woman's brainpower.... Time alone will correct this condition," she said.

("Women in Politics" by Martin Gruberg, Academia Press, 1968, page 165) Mrs. Griffiths. a supporter of the Equal Rights Amendment, made the speech, which put the prohibition of discrimination for reason of sex in the 1964 Civil Rights Act.

("The Woman's Book of World Records and Achievements" edited by Lois Decker O'Neill, Anchor Press/Doubleday, 1979, page 70)

She put "Sex" in the Civil Rights Act

A ten-term Democratic congresswoman from Michigan, MARTHA WRIGHT GRIFFITHS is credited with the incredible task of shepherding the Equal Rights Amendment through the House of Representatives, where it had been defeated in past years. But even before her long fight for the ERA, Ms. Griffiths presented the argument for including "sex" in the 1964 Civil Rights Act, which she considers an even greater achievement. Few

women in Congress have done as much to advance the cause of women as Martha Griffiths. who served from January 5, 1955, to January 3, 1975. The victim of discrimination herself. shunned by her own party and by labor, she turned political disadvantage to advantage and used that independence to move through controversial legislation including the ERA, reform of pension laws, social security, and tax reform, "You were supposed to take orders ... the truth was ... I had a brain and I could speak and I could

get something done." she said. explaining the power structures' animosity toward her.

1 Moving the Mountain, the Women's Movement in America Since 1960, by Flora Davis, Honorary Member of the APFA since 1994, p.22.

2 Ibid

3 Lansing State Journal, April 24, 2003, partial quote from article by Stacey Range.





By Linda Herod-Rivas, APFA National Ballot Committee

By the time you receive this issue of **Skyword**, you should also have received a ballot, which will be the final piece of the American Airlines/APFA Restructuring Participation Agreement. If you have not received your ballot, you may contact the National Ballot Committee at APFA Headquarters, extension 8311, to request a duplicate. You must be a member in good standing five days prior to the election date for your ballot to be counted. The ballots will be counted at the Radisson Hotel (formerly the Wilson World Hotel) in Irving, Texas, and we welcome any member in good

standing to come and view the election process. The date and time of the count will be included on the APFA Hotline, once finalized.

The Willingness-to-Serve Notification (WTS) in this issue of **Skyword** is for **Operation Council** Representative (OCR) positions for BOS, DCAI, JFK, LAX, MIA, RDUI, and SFO and is a result of a resolution that our Board of Directors passed at the special meeting last November amending Section 14.O. of The APFA Policy Manual. The APFA Constitution states that each base is entitled to one OCR for every 100 Flight Attendants or fraction thereof who are stationed at the base. The new language

clarifies our procedures in the event no one returns a WTS for OCR at a base. Three bases, DCAI, RDUI, and SFO, fall into this category. In this situation, we are now directed to automatically send out a second WTS for the vacant positions.

The new language also addresses situations where there are an insufficient number of WTS Notifications returned for the allotted OCR positions at a base. The base council may decide to conduct a second election in order to fill any remaining vacancies, which is the case with BOS, JFK, LAX, and MIA.

Absent a second fielding of candidates for OCR positions, the number of OCRs that were duly elected or properly appointed to fill an OCR vacancy shall be deemed to be the maximum number of OCR positions the base is entitled to for the remainder of the two-year term of office. This does not preclude the Chair from appointing additional members to the base council, but such OCR appointments cannot vote on issues

brought before the council.

There are six OCR positions available at BOS, two OCR positions at DCAI, 12 OCR positions at JFK, 14 OCR positions at LAX, seven OCR positions at MIA, one OCR position at RDUI, and 12 OCR positions available at SFO. If the number of eligible members who return a WTS Notification exceeds the number of available positions at any base, ballots will be mailed to the members at the affected base on or before August 27, 2003. The ballots must be received in the designated post office box by 10:00 a.m. Central Time on September 26, 2003, and will be counted immediately at a location to be announced.

If you have any questions regarding your dues balance, you may contact our staff in the Dues Department at extension 8152. All balloting questions should be directed to the National Ballot Committee at extension 8311.

ELECTION NOTICE

Pursuant to Section 14.N. of the APFA Policy Manual, Willingness-to-Serve Notifications are now being accepted for Operation Council Representative (OCR) at the following bases: BOS - 6 OCR positions, DCAI - 2 OCR positions, JFK - 12 OCR positions, LAX - 14 OCR positions, MIA - 7 OCR positions, RDUI - 1 OCR position and SFO - 12 OCR positions.

CANDIDATE INFORMATION

Any active member in good standing may self-nominate her/himself or may nominate another member. Candidates **not** self-nominated will be contacted by the National Ballot Committee to confirm their Willingness-to-Serve. Withdrawals must be made within three (3) days after the Willingness-to-Serve due date.

ELECTION TIMETABLE

Members of the National Ballot Committee will retrieve the Willingness-to-Serve Notifications from the designated P.O. Box at **10:00 A.M. Central Time on August 8, 2003.**

The National Ballot Committee accepts no responsibility for the failure of the U.S. Postal Service to deliver Express Mail, Certified Mail, or proper notification thereof, to the P.O. Box. **Regular mail, posted in a timely fashion, is recommended.**

At any base, if the number of WTS notifications received from eligible members exceeds the number of OCR positions available, ballots will be mailed to the members of the affected base on August 27, 2003. **Ballots must be received in the designated P.O. Box NO LATER THAN 10:00 AM Central Time, September 26, 2003.** The ballot count will commence immediately at a location to be announced.

The newly elected representatives will assume office immediately for the remainder of the two-year term of office ending March 31, 2005.

INSTRUCTIONS FOR WILLINGNESS-TO-SERVE

Only this form or a photocopy will be accepted, one form per envelope. All information should be **typed** or **printed**. If additional space is needed, a separate sheet of paper may be used and attached to the form. Each candidate's information will be reprinted with a consistent format, **excluding** all graphics.

All candidate information is optional, including personal statements and references. There will be no corrections made to spelling, punctuation, grammar, capitalization, intent or content. If limitations are exceeded, personal statements will be cut off at the limit and biographical information will be brought into compliance by deleting the oldest items. It is the responsibility of the candidate to inform references that their names will be printed in the ballot packet.

As a reminder to all prospective candidates, the use of the APFA or the American Airlines logo, symbol or insignia on campaign material is prohibited.

All Willingness-to-Serve Notifications must be in the following P.O. Box no later than 10:00 AM Central Time, August 8, 2003.

APFA National Ballot Committee P.O. Box 907 Euless, TX 76039-0907

NOTIFICATION OF WILLINGNESS-TO-SERVE Operation Council Representatives for BOS, DCAI, JFK, LAX, MIA, RDUI and SFO

CANDIDATE INFOR	RMATION All information must b	e typed or prir	nted.				
NAME:		CURRE	ENT BASE:	PREVIOUS BASES	PREVIOUS BASES:		
ADDRESS:		LENGT	H OF SERVICE:	EMPLOYEE #:	_ EMPLOYEE #:		
CITY/STATE/ZIP:				TELEPHONE #:			
SIGNATURE:							
Please complete the f	following information if nominating	another APFA	member.				
NAME:			EMPLOYEE #:				
SIGNATURE:			TELEPHONE #:				
F/A REFERENCES	Supporters must be members in	good standing	g. All information musi	t be complete or refer	ence will not b	pe printed. (Limit 10,	
1. NAME	EMP. #	BASE	6. NAME		EMP. #	BASE	
2. NAME	EMP. #	BASE	7. NAME		EMP. #	BASE	
3. NAME	EMP. #	BASE	8. NAME		EMP. #	BASE	
4. NAME	EMP. #	BASE	9. NAME		EMP. #	BASE	
5. NAME	EMP. #	BASE	10. NAME		EMP. #	BASE	

Use a separate sheet of plain white paper for Biographical Information and Personal Statement.

BIOGRAPHICAL INFORMATION There are four categories for biographical information:

Labor Relations Background Educational Background Flight Attendant Credentials Previous Business/Job Experience

Biographical information will consist of no more than forty (40) items, to be divided in any combination of the four (4) categories. Each item will be limited to ten (10) words. Do not create your own categories. If you do not use a category, that categorical title will not be printed.

PERSONAL STATEMENT: Personal statements will be limited to two hundred and fifty (250) words excluding the following articles and prepositions: a, an, and, at, before, by, for, from, if, in, into, of, on, or, the, to, upon, and with

Base Field Reports

MIA

We are saddened by the many lavoffs and transfers and hope that the future will hold success for each and every one affected. We remain available to assist with any questions. Please check the APFA Web site for detailed information on furlough/layoff travel privileges as they have been enhanced. With the recent transfers to St Louis, we have lost some great people on our council here in MIA. We would like to say thank you for all you have done to Patrick Farrell, Cathleen Wingate, and Jerry Marchant. We wish you all the best at your new base, and we will miss you! If anyone is interested in filling these open council positions for Health Rep, Professional Standards, or Maternity Rep, please call one of us. We have also named Dr. Karen Scott, our EAP Rep, as the new Furlough Rep. She will be coordinating with the APFA in assisting those Flight Attendants who are out on furlough.

Make-up Requests/HI-SEND

Remember that procedures for HI-SEND messages have changed. You may utilize HI-SEND to request and confirm a specific assignment. Requests will be accepted if they are specific in nature (e.g., sequence number, length of trip, layover city, departure/arrival range). Based on this HI-SEND message, a Flight Attendant is awarded a trip sequence prior to 1900 local base time, and he/she will be considered notified of such assignment.

Grooming Checks

Grooming checks continue in MIA, despite numerous requests from the APFA to discontinue them in light of

all the recent events. We suggest that if you receive a grooming check, please take the opportunity to express your displeasure to the FSM conducting the check. Only by speaking up is there ever a chance that they might someday listen.

In Unity,

Cheri Washbish Chairperson **Barbara Rives** Vice Chairperson

IOR

This month, we would like to highlight some items that have come up frequently at IOR in the areas of attendance and IODs. We reiterate that the FMLA is a government-generated program helping protect the individual worker. When you elect to use and qualify for FMLA, you are protecting your sick record and yourself from attendance disciplinary action. Remember, it is up to you to review the correct FMLA procedures and to meet the required timelines for submitting paperwork. Make sure that when you fax the required information to American Airlines Medical, you get a receipt from the fax. You may also contact your attendance manager (ATM) if you need help. Follow this up with a phone call to your ATM to make sure that the information has been both received and processed by Medical and your record has then been coded as FMLA. Frequently, Medical requests additional medical information after the initial paperwork has been submitted. The Flight Attendant is also responsible for meeting the time limits for additional substantiation. Communication with the ATM is mandatory during this time in order to ensure all details

and time limits are met with the submission of paperwork and verification for recording. We have had far too many cases where the Flight Attendant faxes in the paperwork and assumes things are in order. and then the whole situation falls apart. This is usually due to paperwork missing or being deemed insufficient, resulting in time limits not being met. Don't let this happen to vou!!

We would also like to remind you that if you incur an IOD, per American policy, you must seek medical treatment within 24 hours of the first day of time lost with American in order to qualify for IOD pay. This policy applies specifically to full pay continuance due to turbulence-related injuries and/or if you wish to use sick time (at your option) to augment your worker's compensation payments provided you use a doctor on American's AA Select/PPN List. For any lost time to be paid as IOD time, a doctor must corroborate your claim through medical documentation. This documentation must clearly state that you sustained a work-related injury and that you anticipate lost time due to the injury. Initially, any doctor can do this. However, once the Flight Attendant has a primary treating physician for her/his injury, that doctor must substantiate it. If you are unable to see a doctor, you can go to an American Medical facility, occupational (walk-in) clinic, or emergency room, Also, remember when clearing from an IOD, once your primary treating physician clears you, American Medical must still clear you. You cannot clear an IOD with your flight service manager (FSM), ATM, crew schedule, or anyone else in American other than Medical. This does not mean that a visit to American Medical is always necessary. Clearance can generally be obtained through your American Nurse Case Manager (if assigned) or American Call-A-Nurse.

For more details on IODs, please access the APFA IOD Packet on the APFA Web site "Health Page."

Nancy Moehring Chairperson Michael Meyer Vice Chairperson

DCA

With the furloughs and forced transfers announced last month, DCA will be losing about 70 Flight Attendants from the base on July 2nd. We wanted to take this opportunity to say how much all of you who will be leaving will be missed, and we can only hope that your absence will not be prolonged. Rest assured we remain available and committed to assisting you in whatever way we can.

The last week of May, we met with our new base manager Stephen Howell regarding a number of base issues. At the top of our list was of course the bid sheet. We are committed to doing whatever it takes to improve the quality of our bid sheet and thus our work lives. Given the sacrifices that we are making, we expect that the very least the Company can do is provide us with a livable bid sheet. We will be having ongoing dialogue with both Stephen and crew resources on a weekly basis.

Before the aforementioned meeting with Stephen, I conducted a predispute resolution conference with both him and Sherry Poetsche in an attempt to settle a base Notice of Dispute that I filed regarding supervisor work trips. To summarize, local FSMs have been evaluating and at times issuing discipline for a Flight Attendant's performance in the first class position on narrow body aircraft. These same FSMs have not worked a #1 position in years, if at all, and clearly have no working knowledge of how the job has changed since September 11, 2001. I found this to be unconscionable on their part. I am happy to report that a resolution on this issue was reached and each FSM will be working the #1 position on a narrow body work trip by the end of the vear.

As always, we appreciate your input and are committed to effecting changes on the local level that will improve your quality of work life.

In Unity,

Tim and Heidi





Dues/Fees **Delinquent List**

Per Article 31 of the APFA/American Airlines Collective Bargaining Agreement, a Flight Attendant, as a condition of employment, must pay membership dues and an initiation fee. The Flight Attendants listed below are in dues/fees arrears for more than sixty (60) days and therefore are considered to be in "bad standing."

Important Note: This listing is based on APFA's records as of June 17, 2003, the date the information was submitted for publication, and therefore may include individuals who subsequently cured their dues/fees delinquencies. A Flight Attendant's dues obligation is determined by her/his pay status. APFA has used its best efforts to verify the accuracy of information provided by American regarding a Flight Attendant's pay status. Any Flight Attendant listed below who cures her/his dues/fees delinquency in a timely manner will be promptly removed from the web site listing of dues/fees delinguent Flight Attendants and will not appear in the next such published listing if she/he is not in bad standing.

BOS

Bindhammer, Jennifer Brown, Nicole Cody, Karin Cribbinvessalo, Claire Crouse, Judith **Denelle-Cohen, Tracy** Emerson, Dawn Fink, Jana Gauntlett, Karen Jermyn, Richard Kelliher, Lori Koehl, Joy Longa, Yumi Mullaly, Sheila **Mulvaney**, James Naumovitz, Marilyn Oneil Pierce, Dawn Rose, Karen Sheridan, Karrla Showers, Rachael Stucker, Sherri

BOSI

Cannon, Vicki Deorie, Patricia Elliott, Emma Huvnh, Duc Mastroianni, Mary Ravanis, Cynthia

DCA

Beall, Debra **Boston Taylor, Debra** Cooper, Barbara **Courtney, Charolette** Cowan, Adrianna Hancock, Diana Jones, Veronica Killen-Nugent, Deborah Kraft, Andrea Lippi, Nancy McCall, Bonnie **McDermott, Mary** Miller, Catherine Miller, Jean Sanders, Rhonda Sutton, Jan Williams, Karen

Eldridge Adams, Jenine Hall, Kelly Maner-Wallace, Janice Theriot, Alexandra Wardlaw, Fronce

Adkins, Melissa Allman, Helen Anderberg, John **Aper, Laurie** Athas, Linda Barnett, Debbie Barnett, Linda **Bartley-Pertle, Brenda** Beckner, Joyce Beveridge, Karlyn Bort, Susan **Bostwick, Diane** Bowen, Barbara **Bradley, Lekeisha** Brast, Cynthia **Bue, Kimberly Burkhart, Kimberly** Carr, Stela Casev, Dixie Chadwell, Cherita Chapman, Shawn Christian, Gina Cole, Lisa Cook, Patricia Cooper, Anita Courts, Alfreda Crain, Carol Crosby, Joyce Cygan, Bonnie Daly, Patricia Damron, James Davi, Jeanne Davis, Esperanza Davisson, Vickie Deems, Adrea Dorsey, Linda **Driscoll, Christine Duke, Michelle** Duncan, Patricia **Duniven-Elliott, Linda Dunning, Blake** Elliott, Stacye Elliott, Teri Elwell, Veronica Emery, Judith **Engelbert, Julie** Espinoza, Kelly **Evans, Cheryl** Fielding, Theresa Fleming, Roberta George, Susan Gibson, Becky Gill, Marv **Griffin, Holly** Haefli, Melanie Hall, Debra Hanson, Cynthia Heerwagen, Pamela Hendricks, Gaynell Hodaes, Susan

Hubbard, Laura

Hughs, Julie

Johnson, Ronda Jones-Smith, Rita Jordan, Darlene Joubert, Sandra Klein, Nancy Knutsen, Yvette **Lentz-Albert, Sharon** Leonard, Woody Letot, Totsy Lutz, Barbara Magdaleno Jr, Joe Mainard, Steven Manning, Beverly Marshall, David Martin, Kelley Matise, Garre McAlpin, Kathleen McCain, Barbara **McCall, Tommie** McCarty, Robin McDaniel, Brett McDaniel, Carol McKeen, Saxon Medo, Marilyn Melchionna, Pamela Mevers, Marilyn Miller, Brenda Miller, Lisa Miller, Vicki Mitchell, Cynthia Moore, Sharon Moss, Donna Mounce, Lisa Moyer, Carolyn Moyer, David Mullis, Laura NIn, Jennifer Norem, Marie Orozco, Arturo Orozco, Madeline Palavicini-Dominauez, Elvira Payne, Jenny Perkins, Cynthia Pittman, Steven Rapp, Jennifer Ratliff, Julie Rauh, Sharon Roberts, Vicki **Rutherford, Valerie** Sanchez, Linda Saunders, James Shaffer, Jennifer Shaw, Cindy Singleton, Claire Sliney, Karen Slipko, Pamela Smeltz, Mark Smith, Carrie

Smith, Cecilia

Smith, Kenneth

Irvine, Ginny

Jay, Victoria

Jackson, Ingrid

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