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# Time For **RESTITUTION!**

t is very easy to become entirely caught up in the public outcry over Executive Compensation throughout the country, and particularly at AA. It is our right to speak our minds.

And now, it is our goal to right this wrong.

As I announced in the last issue of **Skyword**, APFA has begun planning our negotiations strategy by appointing and confirming six very qualified APFA members to our Negotiating Team. Once this magazine hits the field, the ballots will have been counted for the six elected members of the Team and formal preparation will begin. I will introduce the full team in the Winter Skyword but for now, rest assured that the strategic planning has begun toward Bargaining 2008 - and we won't be able to do it without your input!

One thing is clear - we must do this together – as a unified work force determined to make meaningful gains during the next round of bargaining. There is an old Union slogan we must never forget: "United we bargain, divided we beg." There will be no begging during our upcoming strategic negotiations campaign!

Later this month, the entire elected and appointed APFA leadership will come together to meet with the newly-formed APFA NeTommie Hutto-Blake

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gotiating Team, along with APFA's strategic and industry professional advisors. We will begin developing our plans for bargaining with American Airlines. Active bargaining will not officially begin until 2008, but there is a lot of prep work ahead such as training the Team, surveying the membership, hiring the right strategic advisors, and preparing the Union's proposals for exchange with management. This work will not be taken lightly and it will require a focused, systematic approach that can be sustained throughout active bargaining with AA management.

The APFA leadership must also remain cohesive in its determination to turn the tide of concessions around. The motion must be a *forward motion* in order to restore tangible rewards to you, the APFA membership, who gave so much to prevent our company from being controlled by the bankruptcy process.

Wall Street currently views AMR's past struggles as a successful turn-around story. AMR's financial investors have been rewarded; the stockholders have been rewarded; senior management has certainly been rewarded. It is time for the front line to be REWARDED!

If senior management chose to base its actions upon the fairness argument, all employees would have been rewarded at the same time, once profits returned. Instead, the top got compensation and the rest of

compensation and the rest of us got a thank you. While we are certainly pleased that our hard work made this company profitable once again, a simple thank you and a pat on the back from AMR headquarters just isn't enough. It wasn't enough for them, and it's not enough for us. A very large debt is owed to the front line, and APFA intends to collect our members' rightful payments now and in the future.

The APFA 2008 Negotiation Team will be coming to you for a **Listening Tour** very shortly. The APFA Hotline and Web site will announce these events as soon as our schedule is finalized.

Throughout this collective process we want to hear your suggestions, seek your advice and counsel, and survey your priorities. The number one responsibility of a union is now quickly approaching. A successful and profitable round of contract negotiations is APFA's goal. It will take the collective energy of all of us to attain this goal.

In solidarity,

J Tommis

# **APFA Negotiations Checklist**

Form the APFA Negotiating Team  Six Appointed Members  Six Elected Members
☐ Select Strategic Advisors
☐ Strategy Training for APFA Negotiating Team and APFA Leadership.
☐ Survey APFA Membership
☐ Prep Work for APFA's Openers in accordance with Section 6 of the RLA
☐ March 1, 2008 - Deadline for Notice by APFA to the Company stating Union's desire to change the terms of the '01 APFA/AA Collective Bargaining Agreement (CBA) as modified in '03
☐ April 1, 2008 - Deadline for exchange of Section 6 Openers by APFA and AA
☐ April 10, 2008 - Deadline for parties to agree on the schedule for Collective Bargaining
☐ April 2008 - APFA and AA begin Negotiations
☐ Tentative Agreement (TA) reached;* or Impasse declared. APFA or AA may request mediation by the National Mediation Board (NMB)
☐ NMB assigns mediator to conduct Contract discussions between APFA and AA
☐ TA reached;* or Binding Arbitration offered by NMB after determining no fur-
ther mediation would be productive.
☐ Both parties accept binding arbitration; or One or both parties reject binding arbitration
$\square$ Binding Arbitration rejected - 30-Day Cooling-Off Period begins
30-day 'Super Mediation' between APFA and AA with NMB throughout the cooling-off period
☐ TA reached;* or  Self Help is allowed following the 30-day Cooling-Off Period.  The Union may withdraw services (strike) from Company; Company may declare a 'lockout' or impose Contract terms (changes to wages and/or work rules). Negotiations may continue by mutual consent during this period.
☐ TA reached;* or Presidential Emergency Board (PEB) – If a Strike occurs, the NMB will notice the President of the United States who may in- tervene by establishing an Emergency Board or Interest Arbitra- tion, both of which contain an outside party deciding terms of our Contract.

\*Once a Tentative Agreement (TA) is reached, it is reviewed by APFA's Leadership, then forwarded to the APFA Membership for a ratification vote. If the TA fails, the process begins again from where it left off.

**Brett Durkin** APFA Vice President

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n a recent **Skyword** article I committed to providing you with an update on APFA's System Board Department (SBA). After a good deal of thought I am convinced that the best approach to this update is to provide you with a glimpse from within SBA. This Department is constitutionally responsible for evaluating and determining the merit of all grievances. This process is required under the labor laws that govern airlines -The Railway Labor Act (RLA).

Fortunately, I work with a team of highly-trained Division Representatives and SBA Advocates that work diligently to keep the department running smoothly. We also have several well respected labor lawyers located in cities thoughout the country. Just recently, the Los Angeles and San Francisco Daily Journals named Vicky Barker – our attorney from Los Angeles – one of the Top Women Litigators in California.

The SBA Department is charged with the responsibility of processing grievances, protecting the Contract and defending you against unjust actions of the employer. This is no simple task. Several different types of grievances can be filed including Presidential Grievances. Termination

# We've Got Your Back

Grievances, Article 20 Medical grievances and Notices of Dispute (NOD). These are all defined in Article 20, 28 and 29 of

the Contract.

**OUR SYSTEM BOARD WORKS** So many critical and hard-fought System Board battles have been won by our Union. The experience and tenacious work ethic of vour System Board Advocates is key to achieving a positive result, which benefits American Airlines Flight Attendants collectively and individually.

Several years ago, the SBA won a \$9 million award because the airline wrongfully flew the 777 un-

# 0: Just What Is A **Presidential Grievance?**

A Presidential Grievance may only be filed by the President of APFA to address a dispute with American Airlines on any action taken by the company. If a Notice of Dispute (NOD) is filed on behalf of an individual FA, a group or a Base, and the issue being disputed affects the entire workforce, it can be converted into a Presidential Grievance. Previous Presidential Grievances include the 777 Staffing Grievance that resulted in almost \$10 million for our workgroup and the Family Medical Leave Grievance that, among other things, reduced the number of hours an FA must work in order to be eligible for the benefit.

You may review APFA's filed Presidential Grievances as well as the settlement or the award on APFA's Web site under Presidential Grievances.

derstaffed to Europe and Latin America. Recently, APFA obtained a key Family Medical Leave victory after AA tried to take certain FML rights away from Flight Attendants. Also, the SBA helped achieve some, although not enough, additional layover rest for us. Domestically, we achieved the "eight (8) behind the door" and expanded some International rest as well. We have an incredible success rate, which is a benefit for all FAs. These are iust a few examples of Presidential Grievances that have been filed by APFA in which the final results have been positive for our members.

Our Department is intricately involved with all FAs whose employment has been unjustly terminated by management. We continuously process cases where a manager fails to meet the "just cause" standard and proceeds to terminate one of our members. In many cases, when you get to the root of the termination, the punishment does not fit the stated infraction. It is common for FSMs to become incapable of separating their personal prejudices from the just-cause standard. This usually results in the FA being returned to work. There is also the other end of the spectrum - in some cases the Flight Attendant does not respond to management's coaching and counseling, thus exacerbating their situation.

The System Board Department also processes all unresolved Notices of Dispute (NODs) following the contractual Dispute Resolution Conference (DRC) at the local level. These disputes may include base disputes, discipline, contractual violations and a host of other issues as we have the ability to grieve any action of the Company. These cases are processed in front of a neutral arbitrator during Quarterly System Boards (QSBs) scheduled to meet every three months, per our Contract.

#### PREPARATION IS THE NAME OF THE GAME

Once a grievance is filed and the SBA Department begins to evaluate the case, we are relentless in gathering as much information as possible to process the grievance and defend the Flight Attendant.

- We constantly hold internal and external strategy meetings to best represent our members and address management's actions.
- We locate and interview all witnesses intricate to the case.
- · We utilize a computerized monitoring system to track all tasks and deadlines.
- We continually consult with experts and our legal professionals to best position our cases for arbitration.

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Editor's Note: These abbreviated Presidential Grievance summaries are prepared for the convenience of our Flight Attendant readership and in no way modifies, abridges or abrogates any claims, remedies or rights by APFA contained in the actual grievances. Where a conflict between any actual grievance and these summaries exists in terms of language or any other description, the grievance is controlling.

## **Presidential Grievances**

I thought it would be helpful to print a list of disputes that have resulted in the filing of several Presidential Grievances just this year. You may have experienced a situation similar to the issues in dispute. If so, please contact your Division Representative with details since it may be helpful in processing one of the grievances listed below.

PRESIDENTIAL GRIEVANCE 7-27-07

AMR Event Report (AMR Online Event Reporting): American Airlines unilaterally implemented a new system of reporting requirements for FAs that mandates FA Event Reports to be submitted through an online process only. The online component requires access to a computer, meaning that the report must be made, in most instances, away from work or after the debrief when the FA is not being compensated. The grievance challenges the implementation of this reporting process based on added uncompensated job responsibilities and violations of the scheduling protection sections of the Contract.

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# READY

**Greg Hildreth**APFA Secretary

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We need professional negotiators!



'm talking about negotiations. Prior to the exchange of openers and our Contract's amendable date, there is a lot of work to be done. And let me assure you – your leadership is ready.

# Our Negotiating Team is Complete

When ballots are counted on October 4, 2007, our Negotiating Team will be complete. Half of our team is comprised of APFA members appointed by the APFA President and confirmed by the Executive Committee (see the Summer **Skyword**), and the other half of our Team has now been elected by the membership. This process is clearly outlined and in compliance with APFA's Constitution as ratified by the membership. I have complete confidence in the appointed members of our Team and look forward to working with the elected members once they begin their work on behalf of the APFA membership. (This issue of **Skyword** went to press prior to the elected Negotiating Team's ballot count on October 4, 2007. Please visit our Web site and click on Negotiations '08 for details.)

Our Team must consist of members who are familiar with our Contract and have experience with the impact that just one area of our CBA could have on its own or with another. From the slightest

word change to intent to the content of our openers to the actual writing of our final language, the negotiations process is cumbersome and requires expertise, ex-

some and requires expertise, experience and stamina. And when all of the factors fall into place, they will prove invaluable once the final product is attained.

# We Need Professional Negotiators

I hear that statement from FAs a lot and your leadership could not agree more. As with each round of bargaining, we will be calling upon the advice of the very best labor attorneys, economists, health insurance specialists, etc. Rest assured that the experts we ultimately employ for this round of bargaining will be the brightest and most experienced in the industry. This is our Contract and we deserve nothing less.

While our professionals' guidance and counsel will be key, the most valuable part of the Team is the FA members. After all, we know our job better than anyone. We wouldn't want someone, not subject to living under our work rules, making changes they are unfamiliar with that we are then required to live by. It's kind of like asking a salesperson how to set up your kitchen. They have no idea what

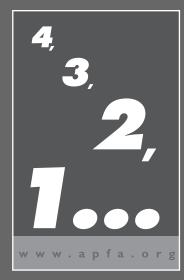
cooking skills you have and what tools will work best for you. They can tell you how much something costs, but the value of every negotiated dollar can only be determined by the person with the wallet.

## **Training**

Now that our Team is complete, they, along with the entire APFA leadership will attend scheduled training mid-October in the DFW area. Never before have we undertaken such an enormous training. However, in light of the challenges ahead, we believe it is crucial to involve top labor leaders and professionals across the country from the onset.

Not long after initial training, the Negotiating Team will be in the field, listening to you. They will be seeking your input for the next round of bargaining. Once their first base visits are behind them, the Team will be formally trained by top collective bargaining academics.

We are ready. It's a strong statement and we have what it takes to back it up.



# 2008 Negotiation's Slogan Contest

We are inviting all APFA members in good standing to participate in a slogan contest for Negotiations '08.

In 2000-2001, we used the slogan: "It's About Time." Our bagtags, Informational Picket Signs, etc... displayed a countdown for each phase of negotiations beginning with "10,9,8..."

Since we are at a critical point in our history, membership participation will be critical.

Please go to APFA's Web site and click on the link entitled "Slogan Suggestions." Send us your best ideas for motivating your fellow Flight Attendants for this next round of negotiations with AMR. If you would like to submit a logo or symbol to accompany your idea, please send it to: apfa@apfa.org. Please restrict submisssions to pdf files. No other filetype will be accepted.



# So, You're Thinking About Running For National Office?

ast December, a Flight Attendant friend invited me to a Christmas party in Dallas. Once we arrived, I met many FAs from around the system, as well as renewed friendships with several others. I was introduced as an IOR FA and as APFA's Treasurer.

Some of us got to talking and eventually the conversation turned to shop. One of the guests asked me what line I held and what trips I normally flew out of IOR. I explained to her that I don't fly trips as much as I'd like to because I spend my days (and occasionally some nights) at APFA Headquarters. "But," she asked, "When you do fly; what trips do you fly?" I explained that I had been elected to serve the membership as its Treasurer and since it is a full-time position (and then some) I rarely get to fly, let alone work a regular schedule our of IOR. I remember her saying to me at one point: "Heck, I don't even know what you guys do!"

It was then that I understood that most of us, not unlike me before I was elected by the membership to National Office, do not realize just what goes on once the ballot count is over.

We had a good discussion and I thanked her for being so honest with me. I decided that when the Cathy Lukensmeyer APFA Treasurer

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timing was right, I would share this conversation with each of vou since she was probably not the only one wondering what we do when we are elected to a fulltime union position for APFA.

Decades ago, a union treasurer's title was actually "Business Manager." The reason for this was that the person elected to that position managed the day-to-day activities of actually running the union "business," thereby allowing the other elected officers to represent the members. Today, APFA's Treasurer is not much different than the business manager of old.

The Treasurer's position can be divided into seven categories: Building/Asset Maintenance, Staffing, Collections, Audits/Filings, Banking, Member of the Executive Committee, the Board of Directors and the Budget Committee, and Union Advocate.

By the way, an officer works in Dallas at APFA Headquarters. If the officer is from out-of-town, s/he usually commutes home for the weekends.

**Building/Asset Maintenance:** 

This aspect of the job is not exactly what anyone dreams of when they aspire to perform Union work on a national level, but it is a necessary duty and I take it very seriously. This category includes: Negotiating

contracts and maintaining agreements with vendors for APFA cars, computers, phone systems, landscaping and cleaning the building. It also involves taking calls every time the building's alarm goes off, which is often because we have several HDQ Reps spending nights and weekends catching up on or getting ahead of their workload.

The Treasurer not only coordinates parking lot resurfacing as necessary, but is even lucky enough to get the call when our building floods from heavy rains or the water heater breaks. You just might even find yourself mopping up like I did a few months ago.

The insurance to cover these and other problems (thank goodness!), as well as union liability insurance (protection against lawsuits) is put out to market to secure the best value for the price. It is my responsibility to track and file all insurance claims until APFA IS reimbursed, which can be challenging to say the least. Additionally, the Treasurer is responsible

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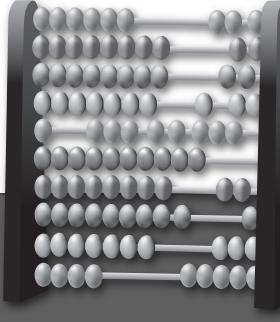
# STOP PCFOS DEDUCTIONS

Are your PCFOS deductions still subsidizing bonuses for AMR executives?

Since most of us have access to aaflightservice.com and use Second Stage SABRE (SSS), one of the only reasons to keep PCFOS is if you're downloading data for a specific bid program. Otherwise, stop those deductions now if you no longer need PCFOS!

If your paycheck is still reflecting automatic withdrawals, take the following steps: Sign into DECS, type HISEND and select form #18 (this is PCFOS administration). When asked to type a message, include your name, employee number and state your request to discontinue PCFOS service and autowithdrawals from your paycheck. You can also send an email with the information included in this paragraph to either kelly.whinery@aa.com or webpcfos@aa.com; or fax the information to: 817.967.1104.

All PCFOS deductions are a month behind so keep copies of your requests in the event that deductions have not stopped after that point!



#### From the Editor

all is in the air and it never travels alone. It is always accompanied by all sorts of change. And whether you're seeking something new or it arrives uninvited, change always includes an adjustment period before things finally feel comfortable again.

I didn't create this concept but I can surely attest to it: the older I get, the more difficult it becomes to accept change. The word is almost as offputting as the process itself. Adapting to a different environment when life tells you it's time, whether at work or at home, is an uninvited yet mandatory tool for survival. The longer you protest its existence and avoid the inevitable. the harder it lashes back and smacks you square in the face. Change plays the 'stubborn contest' well, and one way or another it always prevails.

This airline is the same airline I was so excited to be employed by more than 20 years ago. I will never forget the feeling I had when I saw the invitation for my initial interview in Dallas. And when, following my interview I was told to go to medical, it was like a marriage proposal (I was young, ok?). The trip to and from Dallas - all in a single day - wore me out completely. I was sure the airline would never expect more than one flight a day out of its stewardesses so although the interview process was exhausting, I was certain they had designed this one-day stamina test as a challenge for the strongest among us. And I was determined to pass. I could play the game for a day. And at least I got to sit both directions if they were going to demand so much of us in a single day.

The thought of leaving everything behind and possibly moving to New York didn't scare me in the least. It was something I'd always wanted but didn't think I'd have the opportunity to do. When they issued base preferences, I was offered New York and San Diego. For a moment, I thought about how nice it would be to go home. Then I got over it with my next breath and went East.

SKYword

# Leslie Mayo

National Communications Coordinator

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Thank goodness I did. Today, a move like that would be accompanied by all sorts of trepidation and unease. And if I ever managed to move beyond that and into the actual planning phase, the thought of hauling my 'stuff' across country ever again keeps me firmly planted in the West.

What's my point? I'm getting there. I'm getting there.

Since the spring of '03, none of us has adapted to the change in our work life. Our anger is very real and it feels as though there is nowhere positive to channel it. We let out a little steam this past spring picketing the executive bonus awards, but what did that actually accomplish?

Well, I'm here to tell you that not only did we accomplish something, but we are about to put it to the test. Last spring, management watched thousands of us organize and descend

upon our local airports and AMR Headquarters to warn each one of them that it's not okay to take what isn't theirs. Don't think for a minute that the show went unnoticed. It did not. Senior management saw the anger and determination in our faces

- evident by the number of people who showed up to protest the injustice of hundreds of millions of dollars in rewards going to a select few. They know what happens when we are pushed too far: 1993 was a good example.

This management team needs us and we're about to show them how much. Meanwhile, stop helping them do their job. Heaven knows they're not helping us do ours. They are only helping themselves - trying to prove their worthiness for the next round of bonuses. Every time we participate in a Flight Service poll, perform special assignment tasks, submit ideas on how to cut more costs, etc... we are helping management help themselves.

Management has seen our practice game. Bargaining is right around the corner and with all of us on the same team, there's no way we can lose. So let's use our strength and move forward

It's the only way we can win.

#### DEAR APFA:

JUST WANTED TO LET YOU KNOW THAT WHEN I GOT TO MY GATE THIS MORNING I WAS HANDED A SHEET ON HOW TO STRETCH MY BACK, A LAMINATED BOOKMARK WITH A SAFETY HINT ON IT AND A LITTLE HOLDER FOR BAND AIDS

I WOULD LOVE TO WRITE A BLUNT LETTER TO MANAGEMENT, BUT I REALLY DON'T NEED THE GRIEF RIGHT NOW.

I WAS WONDERING IF YOU COULD MAKE MENTION TO THEM THAT WE DO NOT APPRECIATE THEM WASTING MONEY ON BAND AID HOLDERS AND LAMINATED "BOOKMARKS" WHEN WE ARE ALL STRUGGLING TO MAKE ENDS MEET.

FURTHERMORE, WE DON'T APPRECIATE EMPTY THANK YOU LETTERS FROM ARPRY WE CAN'T SAY ALL OF THIS WITHOUT ENDING UP ON THE GHOST RIDE LIST OR BEING "RAN-DOMLY" DRUG TESTED HOWEVER, I HOPE THAT OUR UNION CAN AND WILL SPEAK UP FOR

I AM INSULTED BY A REMINDER FROM MANAGEMENT ABOUT "HOW TO BE SAFE ON THE JOB." IF THEY WANT FEWER INJURIES, PERHAPS THEY SHOULD START SPREADING THE WEALTH IF WE WEREN'T ALL FLYING AS MANY HOURS AS WE CAN GET OUR HANDS ON, WE WOULDN'T BE WORN OUT AND TIRED. IF WE WEREN'T WORN OUT AND TIRED, WE WOULD BE LESS LIKELY TO BE INJURED...

ARPEY'S LETTER IS PROOF THAT THEY ARE SO OUT OF TOUCH WITH THEIR EMPLOYEES, THE MAN CAN'T POSSIBLY THINK THAT A LETTER FROM HIM IS GOING TO MAKE EVERY-THING BETTER I COULDN'T NAME ONE PERSON AT THIS COMPANY RIGHT NOW WHO IS NOT TOTALLY DISGUSTED WITH ARPEY AND COMPANY.

SORRY THIS IS SO LONG, BUT I HAVE BEEN THINKING ABOUT THIS FOR THE PAST WEEK SINCE I HAD THAT CONVERSATION WITH THE PLATINUM. THE BAND-AID DISPENSER JUST CONFIRMED TO ME THAT THEY HAVE TOTALLY LOST SIGHT OF REALITY.

[NAME WITHHELD]

# The Members Speak...

To: American Airlines - Management and Personnel From: Michael Zivic - Flight Attendant - LAX Re: Aircraft Working Conditions - MD 80 (New configuration)

# To Whom it May Concern:

I feel it necessary to express my feelings and concerns about the current working conditions on the newly con-Free it necessary to express my actings and concerns about the current working conducts on the new figured MD 80. This aircraft, once enjoyable to work, has become a flight attendant's worst nightmare.

In an attempt to boost revenue American Airlines has added four (4) additional seats to the MD 80. The additional seats to the MD 80. The additional seats to the MD 80. than attempt to boost revenue American Antines has adoled roll (7) additional seats to the 1912 of the addition of these seats has led to a multitude of problems for the crew and passengers. With a small percentage of additional revenue in mind the company has created significant problems for the flight attendants working on this aircraft, and the passengers who have chosen to fly with American Airlines.

With the removal of our larger working galley, in deference to the additional four (4) seats, you have eliminated the space that is necessary for us to do our job efficiently and effectively.

- The one small galley remaining is not remotely large enough to handle passenger service, food & bever-
- Double-catering has created a substantial storage problem ... in addition to the decreased working space we now have to contend with inserts that are intended for subsequent flights. The inclusion of these inserts reduces substantially our storage space, trash disposal and workspace.
- Although passengers are encouraged NOT to form lines for the restroom, they continue to do so. With the decreased space we are forced to contend with lines of people in our small workspace, blocking our the decreased space we are forced to contend with these of people in our small workspace, blocking our jumpseats, and creating an unsafe environment for

# AS FLIGHT ATTENDANTS WE ARE WORKING IN WHAT AMOUNTS TO SWEATSHOP

- Up to four (4) legs a day ... that equates to 496 passengers in an over-crowded aircraft with no room to move or work. Aircraft that are double-catered providing no room for storage, or trash disposal.

  - The addition of a non-rev jump-seater, which only serves to cut-down on the already limited, space. Not to mention the dousing from the condensation build-up of the air conditioner right above our not to mention the dousing from the concensation of the an conditioner right above our jumpseat. (Just last week my uniform shirt remained WET and DIRTY at all times from the condensa-

With usable, working space at an all time low, the working environment that has been created is SUBSTAN-DARD, UNSAFE, UNSANITARY, and INTOLERABLE. How can American Airlines expect us to give our passengers the service they deserve when we have to endure these unacceptable working conditions? And by all legitimate considerations and standards, these working conditions are indeed UNACCEPTABLE...

...There was a time when I was sincerely proud to be an American Airlines Flight Attendant. There was a time when I felt both passengers and crew were more than a minor consideration in the eyes of the company BUT my former pride has been reduced to embarrassment and yes, at times even disgust.

I feel embarrassment that the flight attendants and other aircraft personnel have made GREAT PERSONAL SACRIFICES over the past few years for the sake of the company. While in return the most senior officials in the company "reward" us in a seemingly mocking manner by providing us with substandard working condithe company reward us in a seemingly mocking manner by provioung us with substantial working conti-tions, and employment practices that at times seem unethical if not illegal; all-the-while rewarding themselves

A company that holds no consideration for its employees and patrons is a company that is ultimately, destined to fail. I hope that this letter will be read with sincere attention paid to its contents, and I hope that someone will Help us to once again be proud to wear the emblems of American Airlines on our uniforms.

Michael Zivic LAX

## Dear Dallas CEO Magazine Editor,

I have no doubt that you will be receiving countless emails from American Airlines employees questioning your selection of CEO of the year. I have to admit that that I am not surprised. It would seem that arrogance, ignorance and the "good old boy" system is alive and well, and residing in Dallas. However, if you were truly interested in finding someone who would qualify as CEO of the year, perhaps you would get a clearer picture if you would solicit input from the employees as well as customers rather than that of the back slapping, back scratching good old boys of the same tired corporate mentality that has brought countless corporation to their

As a twenty-plus year employee of American Airlines and an industry veteran of 30 years I had high hopes for and expectations of Mr. Arpey when he replaced Don Carty at the helm of AA. Unfortunately, as time has revealed, Mr. Arpey's "Share the Pain Turnaround Plan" basically mirrored the age old adage of "let them eat cake."

In the Septemper issue of the Dallas CEO Magazine, Peter Simek applauds Mr. Arpey's "ability to stay innovative." I can't help but wonder what is so innovative about browbeating employees into pay cuts of as much as 33% with the threat of bankruptcy while rewarding the very "talent" that put AA into that position in the first place with outrageous bonuses. Any number of AA employees, myself included, could have brought AA to the brink of bankruptcy for a whole lot less compensation than these "talented" corporate wonders.

Head's up Mr. Arpey, as a front line employee, I know for a fact that our customers are tired of seeing their service product decline while AA management rewards themselves. As a VOTING stockholder I am tired of seeing my stock value decline and as a union member I will fight for my fair share of the pie because I am still wearing the cleat marks of your assent to power on my back.

I'll be interested in D Dallas CEO's opinion of AA management when in the next two to three years every union on AA property comes up for contract negotiations

Stay tuned....

Evelyne Miller Grapevine, Texas

I'm getting tired of seeing these "pulse" polls and the "we need your deep time of seeing these "pulse" polls and the "we need your polls and the "we need your the deep that bombard me every and the flag a minute" questions that bombard me the deep take a minute when the flag a minute we have a minute of the stop answering and the service web site and let we have a minute of the polls.

I'm getting tired of seeing these "pulse" questions that the deep the de CISION TONG ago to stop answering ANY of these points.

No one should be assisting the company - in ANY way - period. MAKE No one should be assisting the how well thing get angry when I see the No one should be assisting the one will get an answering the Antique and see how well in I get an arrands.

No one should be assisting the company - things go. Make when I see how well to office answering the ornal see an asswering the ornal see and the work they were hired to office answerings the only see an agement attendants for the same flights, running to gates for various the one of same flight attendants who haven the received a penny anagement, ramping that in the office who haven and '07 - took time to the should be seen that 3,000 - took pending flight attendants who have and heter.

It goes without saying time in attendants who have and who should be to 4,000 made in '03, '04, '05, '06 look better.

It goes we made in '03, '04, '04, '05, '06 look better.

The should be assisting a survey so management will look answer questions in a survey so management.

My belief is that if we refrain from helping management manage, the fis that if we refrain from helping management flying public management will eventually and completely fall airlines in a survey other 10 airlines at the other locations will eventually and survey other locations will eventually and don't that by "cleaning up" a think daily operations will eventually abundant that by "cleaning weather think that by "cleaning heat finished lith place out the weathers think that by "cleaning heat finished lith place out the weather airline would be back near that our airline would be back near that ou

Imagine what our ranking might be if flight attendants would stop doing

Imagine what our ranking might be are compensated for our efforts too!

Management's dirty work until we are compensated for our efforts too!

As we begin to prepare for negotiations, it is my hope that we will acAs we begin to prepare for negotiations, it is my hope that we will acsmall acsmall acscome together as an informed and powerful group.

As we begin to prepare for negotiations, it is my hope that we will acsmall acscome together as an informed and powerful group.

Sincerely, Todd McJunkin

Today I was reading an article from a Washington news reporter, John Crawley, on the Reuters News network. The article

was titled "US unions seek gains with airlines healthier." Susan Gordon, a spokeswoman from American, made a statement in this article and I have a question or two based on her

"Cost cutting has become a way of doing business," said Susan Gordon, a spokeswoman for American. "The pilot's pay proposal will be considered but cost concerns are paramount. American hopes to save at least \$300 million this year. She added that "employees share in the carrier's success, having received stock options that are now worth more than \$1 billion."

First off, if cost cutting were truly paramount at American Airlines, why was there a stock award on April 18th of this year to 874 employees in an amount close to \$200 million? With another \$100 million added to that, AA could have reached its goal. Instead that \$300 million mark is going to be attained from taking amenities away from the customer and on the backs of American's front line employees. Secondly, Ms. Gordon states that "employees share in the carrier's success." Is that just the 874 elite members of management she is referring to? or have those of us on the front line missed a profit sharing check? That fact that she refers to the stock options given to us in 2003 for our concessions to save AA from bankruptcy is appalling. Those stock options in no way make up for the money we have lost from our wages and benefits over the past four years.

Mr. Brundage, once again American Airlines has added insult to injury. This needs to be the time for healing instead AA keeps pouring salt in a very large wound. I can say that AA does have an excellent public relations team and they can put a spin on anything to make American look good. The current management-labor relations on this property is at a critical junc ture. I am still hoping that the senior executives will start walking the walk. However, when I see this type of misinformation given to the press, it shows me that Mr. Arpey and the rest of his team will continue to talk the talk but not walk the walk.

Thank you for your time, Alan Montana LGA

How nice of you to send a personalized form letter to your "fellow colleagues" congratulating which are well aware of the sacrifices and the sacrifices and the sacrifices and the second quarter. We are well aware of the sacrifices and the second quarter. How nice of you to send a personalized form letter to your "fellow colleagues" congratula ing us on a job well done in the second quarter. We are well aware of the sacrifices and ing us on a job well done in the second quarter. We are managed to accomplish we are also aware of the dollars work that we have collectively managed to accomplish we are also aware of the dollars. ing us on a job well done in the second quarter. We are well aware of the sacrifices and ing us on a job well done in the second quarter. We are well aware of the sacrifices and ing us on a job well done in the second quarter. We are well aware also aware of the deep ing us on a job well done in the second quarter. We are well aware of the sacrifices and ing us on a job well done in the second quarter. Which wou have so blatantly widened by hard work force, which wou have so blatantly widened by divide between management and your work force. hard work that we have collectively managed to accomplish. We are also aware of the deep divide between management and your work force, which you have so blatantly widened by divide between management and your work winning together."

I was personally disgusted by this letter. I really did think that an announcement for im-modiate profit charing or some other monetary award would be mentioned in your carre-

aiviae petween management and your work Jorce, which you he will be pains for yourselves without "winning together."

I was personally disgusted by this letter. I really did think that an announcement for immediate profit sharing or some other monetary award would be mentioned in your back mediate profit sharing or some other monetary award would be mentioned in your back should know better. Instead, there was only the reaular pattina on your back should know better. Instead, there was only the reaular pattina on your back. mediate profit sharing or some other monetary award would be mentioned in your correspondence. I should know better. Instead, there was only the regular patting on your back spondence. I should know better, and scheduled contributions to our nension nlans. I should know better, and the making scheduled contributions to our nension nlans. spondence. I should know better. Instead, there was only the regular patting on your bac of how wonderful AA is doing by making scheduled contributions to our pension plans.

Your work force will not forget that these plans were won through hard bargaining of our collective unions and employees. We were reautred to aive un other thinas in order to win Your work force will not forget that these plans were won through hard bargaining of our collective unions and employees. We were required to give up other things in order to win these unions and employees. We were required to give up of these fund these nension momises. If AA decides tomorrow that they will no longer fund these these nension momises. If AA decides tomorrow that they will not sometimes these nension momises. collective unions and employees. We were required to give up other things in order to win these pension promises. If AA decides tomorrow that they will no longer fund these pensions promises. If AA decides tomorrow that they will no longer fund aliven un? Of these pension promises. If AA decides tomorrow that the items that were aliven un? Of these pensions as monised fond also will the work force art hack the items that were aliven un? these pension promises. If AA decides tomorrow that they will no longer fund these pensions as promised long ago, will the work force get back the items that were given up? Of sions as promised long ago, will the work force get back the items that were given up? Of sions as promised long ago, will the work force get back the items that were given up? Of sions are since the sions ago, will the work force get back the items that were given up? Of sions are since the sions are since t

We all know that AA is not among the norm when it comes to funding pensions, in light of all know that AA is not among the norm when it comes to funding pensions, in light of all know that AA is not among the norm when it comes to funding pensions, in light of all know that AA is not among the norm when it comes to funding pensions, in light of all know that AA is not among the norm when it comes to funding pensions, in light of all know that AA is not among the norm when it comes to funding pensions, in light of all know that AA is not among the norm when it comes to funding pensions, in light of all know that AA is not among the norm when it comes to funding pensions, in light of all know that AA is not among the norm when it comes to funding pensions, in light of all know that AA is not among the norm when it comes to funding pensions. We all know that AA is not among the norm when it comes to funding pensions, in light all the other airlines' press releases. However, it is time to give us our share of the pie, all the other airlines' press releases. We docorve and have worked hard for a monotary above and bound nonsion funding. all the other airlines' press releases. However, it is time to give us our share of the pie, gain above and beyond pension funding. We deserve and have worked hard for a monetary gain above and beyond pension funding. We deserve their fair share, and this is in ADDITION from this company. Your managers have gotten their fair share, and this is in ADDITION above and beyond pension funding. We deserve and have worked hard for a monetary gain ADDITION from this company. Your managers have gotten their fair share, and this is in ADDITION from this company. Your managers have gotten their other perks.

I will work my hardest to be sure that all flight attendants get our fair share from this and your

I will work my hardest to be sure that all flight attendants get our fair share from this company when our contract comes due. We will be a force to be reckoned with, and your tempany when our contract comes due. We will be a force to be reckoned with, and your company when our contract comes due. We will be a force to be reckoned with, and your company when our contract comes due. We are united and unset. We thought we "confedences" would be smart to recognize this. company when our contract comes due. We will be a force to be reckoned with, and you company when our contract comes due. We will be a force to be reckoned with, and you company when our contract comes due. We will be a force to be reckoned with, and you company when our contract comes due. We will be a force to be reckoned with, and you company when our contract comes due. We will be a force to be reckoned with, and you company when our contract comes due. We will be a force to be reckoned with, and you company when our contract comes due. We will be a force to be reckoned with, and you company when our contract comes due. We will be a force to be reckoned with, and you company when our contract comes due. We will be a force to be reckoned with, and you company when our contract comes due. We will be a force to be reckoned with, and you company when our contract comes due. "colleagues" would be smart to recognize this. We are united and upset. We thought we were finally in a position where our union and management were working together. That were finally in a position where our union and management were working together. That were finally in a position where our union and management were working together. In the future, you may want to save the money spent on a well-intended thank you letter. Perhans you should nut your money where your mouth is. hecause I know this last letter

In the future, you may want to save the money spent on a well-intended thank you letter.

Perhaps you should put your money where your mouth is, because I know this last letter

angered a lot of my fellow coworkers. all stopped in April of this year.

remups you should put your money we angered a lot of my fellow co-workers.

sincerely,

Naomi Barulich SFO

# National Office: Willingness To Serve by APFA's National Balloting Committee

very four years you are asked to cast a vote for your choice of a president to lead our country. Choosing our union leaders is actually of no less importance to our lives and our careers.

In January 2008, we will once again have the opportunity to choose our National Officers. Those of you who are interested in running for President, Vice President, Secretary or Treasurer will need to complete the Willingness-to-Serve (WTS) in this issue of **Skyword** and return it by mail prior to the November 29th deadline. You should also review the duties of the different National Offices as outlined in Article III, Section 6 of the APFA Constitution. It is available online at www.apfa.org.

If you plan to submit a WTS for national office the following information may be helpful as you complete your notification. Per the APFA Policy Manual, candidates for national office may run for only one (1) national office per election. An appointed or elected negotiator may run for a national office; however, if elected, s/he must resign her/his position on the Negotiating Committee. A base representative running for national officer must also resign her/his position if elected.

In an effort to provide fairness to all candidates, the information supplied on each WTS is uniformly typeset prior to being presented to the membership in the ballot packet. Graphics and special typesetting are not permitted. In accordance with DOL rules, the National Ballot Committee (NBC) is not allowed to correct spelling, punctuation, grammar or capitalization. Please be careful when you write or type your information. Information, whether typed or handwritten, should not be in all capital letters as it has a "busy" appearance and is difficult to read. All information is optional, including references.

If you choose to list your supporters as references, you must inform them that their names will be printed in the candidate information to be included in the ballot packet. All references must be members in good standing as of the WTS due date. The NBC will contact each qualified reference by telephone to verify their desire to be listed as a reference. Therefore, you must provide each reference's employee number and telephone number.

Any member that chooses to nominate another member in good standing for national office may want to provide biographical information and even a personal statement written on their nominee's behalf, since there will be no other opportunity for information to be submitted after the WTS due date.

Union trademarks such as APFA logos, symbols or insignias are not permitted and will not be duplicated in the candidate information booklet.

One section of the WTS that is often under-utilized is the space provided for slate information. This area may be used whether or not a candidate is part of a slate. The slate information is limited to thirty (30) words and may include the slate slogan. In order for the slate to be included in the printed candidate information, each member of the slate must submit a WTS with corresponding slate information. Candidates who are not running on a slate may likewise utilize this section to express individual candidacy information, including a slogan.

If you have any questions regarding the WTS, please contact us at (817)540-0108, ext. 8311. We will be happy to answer any questions. National Office Willingnessto-Serve notifications must be received no later than 10:00 a.m. CST on November 29, 2007.

Each member in good standing who submits a WTS for a national office will be sent a candidate letter containing important information about the election process. including the campaign guidelines. National Officer elections are governed by the Department of Labor, so if you plan to run for office and have questions prior to receiving this letter, please contact the National Ballot Committee at APFA Headquarters.

Ballots for the Primary Election will be mailed on December 19, 2007, and must be received in the designated Post Office box no later than 9:00 a.m. on January 17, 2008.

Any candidate who receives a maiority (50 percent plus one) of the valid votes cast will be deemed elected. There will be a run-off election for any position that does not receive a majority of the valid votes cast.

During the process of conducting a run-off election for national office, the NBC shall proffer to both candidates the offer of a live debate. Subject to the agreement of both candidates, the NBC will coordinate to provide the location and moderator for such a debate. At the conclusion, the video of the debate will be available on the APFA Web site.

The run-off ballots will be mailed before lanuary 27, 2008, and must be received no later than 9:00 a.m. CST on February 26, 2008. The newly elected National Officers will assume office April 1, 2008, for a four-year term ending March 31, 2012.

Every vote is important! To ensure your vote is valid, you must be a member in good standing five (5) days prior to the ballot count, and vou must follow the instructions that are included in the ballot packet. It is the responsibility of the individual voter to provide postage on every ballot's return envelope.

Please vote. It's your right!

# **ELECTION NOTICE**

Pursuant to Article VI, Section 2 of the APFA Constitution, Willingness-to-Serve Notifications are now being accepted for the <u>NATIONAL OFFICER</u> positions of **PRESIDENT**, **VICE PRESIDENT**, **SECRETARY** and **TREASURER**.

# CANDIDATE INFORMATION

The election is open to all members in good standing. Each candidate must be a member in good standing by November 29, 2007. Any active member may self-nominate her/himself or may nominate another member. Candidates are required to contact the National Ballot Committee to confirm their Willingness-to-Serve if other than self-nominated. Withdrawals must be made within three (3) days after Willingness-to-Serve due date or no later than December 2, 2007.

# **ELECTION TIMETABLE**

Willingness-to-Serve Notifications must be received in the designated P.O. Box no later than 10:00 AM CST, November 29, 2007. 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.

Ballots will be mailed to all members no later than December 19, 2007. **Ballots must be received in the designated P.O. Box no later than 9:00 AM Central Time, January 17, 2008.** The ballot count will commence immediately at a location to be announced.

If no candidate receives a majority (50% plus one) of the valid votes cast for a national office, the NBC will mail a run-off ballot to all members no later than January 27, 2008. The run-off ballots must be received in the designated P.O. Box no later than 9:00 AM CST, February 26, 2008.

The newly elected representatives will assume office on April 1, 2008, for a four-year term ending March 31, 2012.

# **VOTER INFORMATION**

Each APFA member must be a member in good standing (as defined in Article II of the APFA Constitution) no later than the close of business on the fifth (5<sup>th</sup>) day prior to January 17, 2008, for the primary election and the fifth (5<sup>th</sup>) day prior to February 26, 2008, for the run-off election, in order to be deemed eligible to vote.

# **INSTRUCTIONS FOR WILLINGNESS-TO-SERVE**

Only this form or a photocopy of this form will be accepted, one form per envelope.

All information should be typed or printed. Biographical information and personal statement must be on a separate sheet of paper. 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 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, November 29, 2007:

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

# NOTIFICATION OF WILLINGNESS-TO-SERVE PRESIDENT, VICE PRESIDENT, SECRETARY AND TREASURER

CANDIDATE INFO	ORMATION: A	All information	must be typed	or printed.					
NAME:			EM	PLOYEE #:		TELEPHONE #: _			
ADDRESS:			ВА	SE:		PREVIOUS BASES:			
CITY/STATE/ZIP:						LENGTH OF SER	VICE:		
SIGNATURE:						POSITION DES	POSITION DESIRED:		
Please complete the f	•				EMPLOYEE #:				
SIGNATURE:					TELEPHONE #	t:			
F/A REFERENCE	S: Supporters m	nust be memb	ers in good sta	nding. All infor	mation must be	e complete or reference	e will not be p	rinted. (Limit 10)	
Name	Emp #	Base	Phone #		Name	Emp #	Base	Phone #	
Name	Emp #	Base	Phone #		Name	Emp #	Base	Phone #	
Name	Emp #	Base	Phone #		Name	Emp #	Base	Phone #	
Name	Emp #	Base	Phone #		Name	Emp #	Base	Phone #	
Name	Emp #	Base	Phone #		Name	Emp #			

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

**BIOGRAPHICAL INFORMATION:** There are four (4) 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. Please 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.

All Willingness-to-Serve Notifications must be in the National Ballot Committee post office box no later than 10:00 AM Central Time, November 29, 2007.

# **Should You Board If You're Not Crew?**

#### **Boarding Requirements**

Lately, there have been many reports of those other than the actual working crew boarding flights. This is not only evidence of a system wide shortage of FAs, it is also evidence of a shortage of staffing in other departments at AA. Per the FAA, only FAs who are qualified, legal and in possession of all required equipment can be part of the crew for boarding. The FAA does not consider boarding a flight any less of a duty than working a flight. Every requirement for someone working an actual flight must be met by a person boarding a flight. This includes not having consumed alcohol within eight hours.

It is APFA's position that our members should never volunteer to board a flight. You should not be pressured by agents or pilots to volunteer to board a flight when you are nonreving. Crew Scheduling or Tracking are the only two departments that can ensure the FAs are legal and ensure the Company is not subject to a fine by the FAA.

#### **Boarding While Non-Reving or** Commuting?

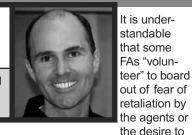
Due to the fact the FAA requires boarding FAs to be legal for duty

in all cases, most FAs would not be legal to board the flight on which they are commuting or

non-reving. For example, if you are commuting from PHX to DFW to work LGW later that evening and you assist as part of the crew to board your commuter flight, your duty day should be measured from the time you assisted with passenger boarding in PHX until your debrief upon arrival in LGW. It is possible that you may have originally been legal to assist based on the scheduled flight time, however if there is a delay on your LGW leg you may become illegal to work that leg. Remember now your duty day began in PHX. Likewise if you have just finished a multileg domestic 12-hour duty day and are commuting home from LGA to DFW then you are most likely not legal to board the LGA -DFW leg as your duty day maximum would be exceeded. Even if it is your day off and you are just non-revving for pleasure, you would have to be legal for duty in order to board. These scenarios would result in on-duty limitation illegalities, 7-day illegalities or legal break illegalities with a prior trip or future trip.

**Brent Peterson** National Contract Coordinator

contract@apfa.org 817-540-0108 ext. 8271



It is under-

get home earlier. We have insisted that AA distribute information to all departments regarding the minimum boarding requirements so that requests to assist with the boarding process cease. If you are asked to board, kindly advise the person making the request that you may not be legal to do so and AA could be subject to an FAA fine if you did. Please promptly follow-up with a report to the Contract Department. Consider advising them this is not much different from asking a pilot to pre-flight an aircraft for another cockpit crew that is running late.

#### **Boarding While On-Duty?**

What about a request to board while on sit-time? First of all think of the safety and security aspect of not having one member of the ultimate working crew participate in pre-flight checks or boarding. How can the working crew be assured they'll be alerted to unusual behavior observed during boarding? From a safety perspective APFA believes this is not a sound practice. As a result, please do not offer to board. Just ask yourself when the last time anyone in management offered to work for free.

Based on prior grievances and settlements, the Company does have the ability to request on-duty FAs to board flights other than those they are scheduled to work. However, these occurrences should be isolated and the Company should not use this ability to routinely run the operation. FAs can refuse the request to board if you would ultimately be illegal to work that leg.

We have given enough. Now it is time for management to start investing in people and not just products. The Company can recall more FAs if we don't have enough to keep the operation running smoothly or able to return to a normal schedule quickly following an Off-Schedule Operation (OSO). Hire agents if there are not enough to process the extremely high load factors throughout the system.

I hope this article has helped both FAs who have been asked to board and those who show up to their flights to find they have already been boarded. Please continue to advise the Contract or Safety Department anytime you become aware of a boarding irregularity.

# Recalled Flight Attendants **Awarded Bases**

AA issued the first of two base assignment notices on September 21, 2007. The first round of recalls will report to the following bases on November 13, 2007:

Washington Dom **27 FAs** 30 FAs **Boston Dom** Chicago Dom 40 FAs **New York Dom** 119 FAs



# **Off-Schedule Operations: OSO**

# LAST FIVE DAYS O' THE MONTH

The following is clarification for the last-five-days-of-the-month pay protection: Are you trying to protect your guarantee? Or are you above guarantee and want to protect the value of your trip? Regardless of the HI1 header showing an obligation, provided you are happy with your current "guarantee," you need do nothing. Don't go on MU, don't fly MU; you are finished for the month.

If you desire sequence pay-protection, follow all the rules that apply to satisfy the obligation. Refer to the On-Duty Contract Guide, page 23. Remember to be on the MU list for ALL days within the obligation period, even if it's only for a few minutes of the day.

# Deadheading Becomes More Flexible!

FAs at co-terminal bases, including those on Reserve, will be able to request that an originating and/or terminating deadhead leg of a sequence originate or terminate at a different co-terminal airport from the scheduled terminal

For example, if a LGA based-FA is assigned a trip that deadheads EWR to DFW to work back from DFW to EWR, they can contact Crew Schedule for permission to deadhead the first leg out of LGA or JFK. If the request is granted, the FA will not receive co-terminal stipend pay or surface transportation.

This should give Flight Attendants more options and help them avoid some time consuming and costly commutes to or from certain co-terminal airports. The full Co-terminal Deadhead Flexibility information can be found on the Contract Department's page of the APFA Web site.

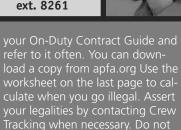
s every employee in the airline industry knows, the end of 2006 and most of 2007 have been marked with unprecedented bad weather. Flight crews and passengers have borne the brunt of the Off-Schedule Operations (OSO). In some cases, our lives have been impacted on a daily basis by the choices American Airlines has made to put the operation back together.

On June 27th, our crews suffered the consequences of almost 450 cancellations as a result of bad weather around the system. APFA received many reports of illegal duty days from FAs as a result of the inability to reach Crew Tracking to receive an assignment. One crew, unable to get assistance spent the night in Operations, only to be awakened by someone turning on the lights to make coffee at 4:30 a.m.

APFA believes these incidents are on the rise due to the fact that AA is trying to staff the aircraft as well as Crew Tracking and Scheduling desks with a very thin margin. FAs are repeatedly allowed to fly when illegal, regardless of the fact that our Contract is an agreed-to document. Line holders are treated like Reserves and our Reserves our being abused to the point where they aren't able to provide the support they were meant to provide.

It is more important than ever that each of us understands our work rules and ensures these rules are respected by the Company. Carry Jaimie McNeice National Scheduling Coordinator

scheduling@apfa.org 817-540-0108 ext. 8261



#### **OSO EXAMPLES**

assume anything.

The following are just a few of the examples provided by FAs during the June Off-Schedule Operation.

#### ORD

Reserve FA originally scheduled for less than the required minimum layover. FA ended up with less than compensatory rest on second night of rescheduled three-day trip. FA attempted to secure a room at three hotels well after midnight. After 40 minutes on hold with the Hotel/Limo Desk, FA finally secured a room. Crew Tracking rescheduled FA again that night and made another attempt in the morning, but FA was illegal due to being maxed out. FA received 3 VO days at the base level to compensate for these extreme irregularities.

#### ORD

Crew arrived in ATL at 1935 and waited for an hour to speak to Tracking and another hour to speak to the Hotel/Limo Desk. Crew finally arrived at hotel at 2230, three hours later.



Crew arrived in MIA at 2341 but was unable to arrange for a hotel by 0430. Crew slept in Ops and deadheaded home the next day. In this case, the duty day and pay should be extended and the Company should self-disclose to the FAA.

#### **SFO**

Crew arrived at MCI at 2007 on second night of three-day trip. Remaining legs had cancelled. Crew attempted to contact Crew Scheduling and Tracking. FAs and Pilots unable to make contact so they found a layover hotel on their own and arranged their own transportion. Crew was eventually notified of Reschedule for next duty at 0200.

#### STI

Crew arrived at LGA. Hotel/Limo Desk spent three hours locating a hotel. Finally found one in New Jersey - an hour away. Crew arrived at hotel five hours after landing at LGA

#### **DFW**

Crew arrived at BOS and attempted to reach Crew Tracking. Calls were repeatedly disconnected after holding for 15 minutes. Crew eventually gave up, slept in BOS Ops and deadheaded home in the morning. The Reserve FA was told by Flight Service that she would receive the contractual 12-hour home-based rest following her night in Ops. Flight Service made no effort to recognize the situation and exceed the bare minimum

# RESERVE TRIP TRADES

Don't forget that Reserve FAs may trade trips with both regular and fellow reserve FAs through the end of December. Once a Reserve FA confirms their assignment, the trip may be posted on HIBOARD and/or traded. Trips must be for the same number of days and the trade must be completed before sign-in. Trip trades will not be allowed for standby assignments or trips assigned while serving standby.

Once you find a match, send a HISEND request to Crew Schedule with the names, employee numbers, and sequence numbers of both FAs. If the trade meets the requirements and is legal, the trade will be completed. Do not forget that a single duty period trip that touches two calendar days (e.g., all-nighter turn) is considered a two-day trip.

If you trade your Reserve assignment, the trade will not affect your Reserve guarantee. In other words, your guarantee will not be reduced if the trip for which you trade is worth less time than your assigned trip.

PS: So far, LGA has requested the most trades!

# Update On Litigation Against APFA by APFA Legal Counsel

here has been interest in the status of the lawsuits filed against APFA during 2002 and 2003 by APFA members. These lawsuits claim that APFA violated its legal obligations in connection with the APFA/AA December 2001 Seniority Integration Agreement (SIA) and/or the 2003 APFA/AA Restructured Contract. In response to that interest, APFA has published an Active Litigation Page on our Web site. You will find this page by going to apfa.org and clicking on the link on the left hand side entitled: Lawsuits.

We have done our best to describe these cases in lay terms and have published any key court decisions in their entirety on the Union's Web site. You will find a brief description of each lawsuit included in this article and its current status along with the plaintiffs and defendants listed. Ultimately, all of the final court decisions will be published on the Web site.



CASE:

ANTHONY 03-CV-03681

STATUS: DISMISSED

Margaret Anthony; Plaintiff

vs.

American Airlines, Inc. and the Association of Professional Flight Attendants, **Defendants** 

Review the following document relating to this case at apfa.org: • Anthony Case Dismissal - 09.27.06

CASE:

**COOPER** 02-CV-03477

**STATUS:** 

ACTIVE

Sherry Cooper, Cynthia Jones, Pamela Jackson, Paige Verducci, Wilson Aviles, Kristine Wolanske, Cathy Whittington, et al., on behalf of themselves and all others similarly situated, and William O'Driscoll as representative of the International Association of Machinists and Aerospace Workers;

#### **Plaintiffs**

VS.

TWA Airlines, LLC, American Airlines, Inc., APFA, John Ward as representative of the Association of Professional Flight Attendants, and Donald J. Carty, individually and as Chief Executive Officer of American Airlines, Inc.

Defendants

The original lawsuit was filed in the United States District Court for the Eastern District of New York on June 14, 2002, by seven former TWA Flight Attendants and the International Association of Machinists and Aerospace Workers (IAM), challenging the Flight Attendant Seniority Integration Agreement (SIA) entered into by AA and APFA. This lawsuit stemmed from the events surrounding AA's acquisition of TWA, the integration of the TWA-LLC flight attendants into AA's workforce, and the subsequent furlough of TWA-LLC flight attendants.

The Plaintiffs retained new attorneys in January 2003 and amended their complaint in March 2003 to restate their attack on the SIA in new terms.

Editor's Note: The following rumor arrived at APFA Headquarters in dozens of variations. The article on this page, written by APFA Legal Counsel is intended to clarify the status of the litigation filed against APFA.

Q: "Is it true that that some or all of those who filed a lawsuit over the Restructuring Agreement in 2003, or all FAs for that matter are to receive \$40,000 in "settlement money" and our old Contract restored?"

A: "No, there is no truth to this rumor. The rumors stem from galley gossip surrounding the lawsuits filed against APFA and AMR following the 2001 TWA Acquisition and the 2003 Restructuring Agreement.

As a side note: the active lawsuits that have not already been dismissed remain in District Court in New York and are in the summary judgment phase.

Please sign up to receive the APFA Hotline each week via email by sending a message to member@apfa.org - subject: Subscribe to HotLine. Also, visit apfa.org and click on the link entitled: Lawsuits on the main page left hand side. There you will find the relevant documents reference in this article."

On April 15, 2003, the Plaintiffs filed a Motion for a Temporary Restraining Order (TRO) and on June 20, 2003, they filed a Supplemental Complaint, both of which involved the Restructuring Participation Agreement (RPA) between AA and APFA. In these papers, and in a hearing in court at the end of June 2003, the Plaintiffs attempted to stop AA from implementing the RPA and alleged that APFA's conduct in negotiating the RPA was a breach of our Union's legal obligation to represent the former TWA flight attendants fairly ("Duty of Fair Representation"). U.S. District Court Judge Carol Bagley Amon rejected the Plaintiffs' request and allowed the RPA to go into effect.

In August 2003, the Plaintiffs dismissed their second law firm. A third firm replaced them in October 2003. Both sides submitted written briefs regarding the SIA claims in the Amended Complaint.

On April 21, 2004, the Cooper case was reassigned to U.S. District Judge Nina Gershon. In November 2004, the Amended Complaint regarding seniority integration was dismissed in its entirety. The Plaintiffs attempted to file an appeal regarding the ruling on the SIA claims, but that appeal was dismissed as premature in January 2005 because the Supplemental Complaint remained pending.

Both sides had the opportunity to gather information and potential evidence from each other with respect to the RPA. This phase of the case, referred to as "discovery," was combined with the discovery in the Marcoux case and completed in July 2005.

In January 2007, Judge Gershon permitted the Plaintiffs' counsel to withdraw from the case - due to illness and decertified the case, which had been proceeding as a class action on

behalf of all former TWA flight attendants. The Plaintiffs are now proceeding solely as seven individuals, without counsel ("pro se"), because they have missed the Court-established deadline for obtaining replacement counsel.

The court will now proceed to decide on APFA's request for dismissal on the pending claims. That request was made in the form of a Motion for Summary Judgment filed by APFA's counsel using information gathered during the "Discovery Phase" to show Plaintiffs' claims are not valid. APFA is asking that the court enter judgment for APFA and, in effect, dismiss the case,

On July 25, 2007, APFA sent to the Plaintiffs its opening "brief" in support of its Motion for Summary Judgment, together with volumes of documents supporting APFA's position. A brief is a court filing consisting of written arguments based on the facts and the law, aimed at demonstrating that the Court should rule in favor of the party filing the brief.

The Plaintiffs' brief opposing APFA's Motion for Summary Judgment was due on September 4, 2007, but the Plaintiffs failed to meet the deadline. Therefore, on September 6, 2007, APFA filed its motion papers with the Court.

APFA awaits Judge Gershon's ruling on our Motion for Summary Judgment. If the Court rules in APFA's favor and grants the Motion, as with any lawsuit, the Plaintiffs would have the right to appeal the Court's ruling to the U.S. Court of Appeals for the Second Circuit.

Continued on page 26

# Who Responds On the Ground When a **Level 1 Threat Occurs Onboard?**

he Spring 2007 Safety and Security Skyword article addressed the increase we have experienced in passenger misconduct events on board our aircraft. Recently, airport Law Enforcement Officers (LEO) requested a meeting with the Joint Security Committee (JSC), which consists of members from the APFA Safety/Security Department, APA, Flight Service, the Flight Department and Corporate Security. The LEOs expressed their concern over the increase in Passenger Misconduct Events (PMEs) they had been asked to handle. They were of the opinion that many of the minor events could ultimately be resolved without their involvement. After lengthy discussion, members of the JSC agreed to specific guidelines that should be utilized when determining who will be asked to respond and what actions should be taken when a Level 1 threat occurs.

#### **Level 1 Threat Response** Guidance

Level 1 PMEs do not always warrant a response from law enforcement. Based on the totality of the circumstances, the Captain must decide if a Customer Service Manager (CSM) or a Law Enforcement Officer (LEO) should respond to the aircraft to address a situation or event. When making this decision, be advised that it is unlikely an LEO will arrest a PAS-SENGER for the majority of Level 1 PMEs.

SKYword

**Lonny Glover** 

APFA Safety and Security Coordinator

safety@apfa.org 817-540-0108 ext. 8302



The following examples are not all-inclusive, but categorize the different types of Level 1 misconduct with the appropriate response for the most efficient and effective resolution.

## The Captain should request a CSM to meet the flight for the following behavior:

- Repeated non-compliance with crew member instructions
- · Rude or obnoxious behavior. including use of inappropriate language
- Argumentative behavior

CSM actions may include counseling the passenger, removing the passenger from the rest of their itinerary, or denial of future travel on AA in coordination with SOC. Although Level 1 passenger misconduct may not warrant a law enforcement response, the Company may submit these events to the FAA for civil sanction against the passenger. In extreme cases of misconduct, Corporate Security may permanently ban passengers from future travel on AA.

The Captain should request an LEO to meet the flight for the following behavior:

# Threats of physical violence

Crew members must be able to convey the nature and severity of the threat in oral and/or written reports

#### Suspicious behavior

Crew members must be able to convey the specific actions or activities that make the behavior suspicious in oral and/or written reports

#### Smoking in the lavatory Obtaining an LEO "offense

report" strengthens the case for FAA civil action

## Disorderly behavior caused by alcohol or drugs

The Captain should request LEO response through System Operations Control (SOC) when possible. SOC will request law enforcement and make the required contacts. If an LEO response is appropriate, the local law enforcement agency at the arrival station will most likely be the first to meet the aircraft. Depending upon the event, other law enforcement agencies such as State Police. FAMs. the TSA or the FBI may meet the flight as well.

It is important for all crew members involved to submit reports in a timely manner. Accurate and detailed reports describing misconduct event are crucial, and form the basis for follow-up action regardless of who first responds to the aircraft.

# **Accidents** and Incidents

May 16, 2007 JFK-LHR 777

Female PAX appeared intoxicated in-flight and ran screaming into F/C. After PAX returned to her M/C seat, she used profanity and began kicking the back of the seat in front of her. PAX was verbally abusive toward one FA and inappropriately touched another FA. PAX continued to scream and began kicking FAs. PAX was flex cuffed. LEO met flight upon arrival in LHR.

May 17, 2007 MIA-ATL 737

CA reported Level 2 security threat due to male PAX's verbal and physical abusive behavior toward FA. LEO met flight on arrival in ATL. PAX was taken into custody. After FBI arrived, PAX was questioned and released. FA involved completed duties and worked return flight to MIA.

May 23, 2007 SJU-JFK A300

CA declared a Level 1 security threat due to female PAX verbally threatening an FA. LEO met flight on arrival in JFK. LEO questioned and released PAX.

May 26, 2007 **ORD-LAX-ORD** 

A/C returned to gate in ORD due to medical emergency. Once at the gate, CA requested male PAX be removed from A/C and denied travel on flight due to unruly behavior. PAX used profanity and was acting belligerent. PAX was uncooperative when told to deplane and was denied travel on the remainder of his itinerary.

May 30, 2007 TPA-ORD-TPA

A/C returned to gate in TPA to remove male PAX due to belligerent behavior and possible intoxication. PAX grabbed FA's arm. LEO responded. FA chose not to press charges. LEO determined PAX was intoxicated. PAX did not cooperate with LEO and was arrested.

# **EPT's: MOVING** UP YOUR BASE **MONTH**

FAs may change your EPT base month by attending Recurrent training two or more months prior to your base month. For example, if your base month is July and you would like to avoid scheduling EPTs during the summer when Texas is at it's hottest, you can contact the Training Support Desk to move your EPTs up. Remember too, that when signing up for your EPT class, those in the beginning of the month tend to have more space available.

# **GET OUT EARLY!**

Also, regarding the computerbased part of Recurrent Training; although FAs are not required to complete any of the online portion of training before class, if you do so, you will be finished with training earlier on the second day. You can begin to work on the online portion the month prior to attending EPTs. For example, if you plan to attend EPTs in OCT you can begin the online portion in SEP in order for it to be considered complete during the FAA's designated time-period.

very four years, Congress takes up legislation to "reauthorize" the Federal Aviation Administration (FAA). This means that the FAA's programs are reviewed and evaluated. It is always one of those mammoth bills containing hundreds of pages, becoming the train that carries legislation for virtually every entity with an interest in aviation.

operating the nation's aviation system. GA is pushing back hard claiming that this would be nothing but a government bailout for the airlines.

The House bill maintains the current tax and fee collection, so once the House and Senate bills are voted on, these differences must be resolved prior to protific study regarding FA Fatigue, but the FAA has responded that so far, the evidence is anecdotal. This CAMI study will provide the data necessary to prove that fatigue is a factor and new rules must follow regarding flight time, duty time and required rest provisions for FAs.

Another provision in both the House and Senate bills directs FAA and OSHA signed a memorandum of understanding (MOU) that identified seven areas in which OSHA regulations could be implemented. The language in the FAA bill directs the FAA to implement regulations in these seven areas and then work with OSHA to implement other protections.

Be sure to send your letter from

apfa.org urging Congress to keep this OSHA protection language in the FAA bill. Both the House and the Senate bills contain other provisions that will

prove important to APFA members. There may be amendments added during this process such as Senate Bill S.1992 regarding our furloughed members having recall rights extended. This process may have completed by the time this issue of **Skyword** reaches your

Visit apfa.org for legislative updates relevant to our workgroup.

# The FAA Train is Moving

By Joan Wages - APFA's Representative on the Hill

2007 is FAA Reauthorization time and the driving issue for this year's bill is how money will be raised to fund the FAA and modernization of the air traffic control system. Taxes and fees are at the heart of the matter how they are applied and how much commercial vs. general aviation must pay.

What's at stake? Did you know that the U.S. air traffic control system is the only one among the Westernized countries that does not have a digital system? It's true. Our system is antiquated and in need of an immediate upgrade.

Both the House and the Senate have voted on their respective Reauthorization Bill in committee. The Senate side is pushing to restructure the collection of money by placing a \$25 charge on each aircraft departing an airport using air traffic control. This would apply to general aviation (GA private iets) as well as commercial aircraft. The airlines claim this would be a much fairer system and that GA does not currently pay its fair share of the costs for

ceeding to the White House for signature. The future of the U.S. aviation system hinges on the outcome. If no resolution can be reached. Congress could extend the current FAA authority to operate and put off dealing with this issue until next vear.

Aside from the bigger issues affecting aviation, there are reasons nearer and dearer to our hearts that we want the FAA bill to be signed into law. Both the House and Senate bills, as passed by committees, authorize the continuation of the Flight Attendant Fatique Study. You may remember that the Civil Aero Medical Institute, (CAMI) did an initial study two years ago and made specific recommendations for future study. The FAA bills direct CAMI to complete their recommendations. The importance of this study cannot be overemphasized. There has never been an extensive study done in this country on FA fatigue. APFA and other FA unions have urged the FAA to formalize a scien-

the FAA to implement OSHA regulations for FAs. FA unions have called for this for more than 30 years. The FAA claimed jurisdiction over FA health and safety in 1975 and yet has FAILED to make even one regulation to protect FA health. All the while, it has prevented OSHA from stepping onto the aircraft claiming that OSHA regulations would interfere with in-flight safety. In 2000, the

APWIZ APFA utilizes the services of CapWiz to assist in our efforts to gain a powerful and unified voice on the State level and on Capitol Hill. The issues we place front and center on our Web site are for the benefit of the American Airlines Flight Attendants.

Every time an APFA member initiates a message to Congress via CapWiz via apfa.org, our voice is that much stronger when it comes time for your Senators and House Representative to vote on legislation.

Current issues for APFA members include Family Leave for Crew members, OSHA Protections for Flight Attendants and Extended Recall Rights for Furloughs.

www.apfa.org



From MSNBC.com:

Charlie has been involved in publishing since 1977. He founded a leisure-time magazine for the U.S. military in Europe that is still in circulation. Charlie started World Leisure, which has 14 titles in circulation including top-selling ski guidebooks — Ski Snowboard America Canada (formerly Ski<u>ing</u> America) and Ski Europe.

He is a nationally-recognized expert on saving money, and is the author of more than 30 quidebooks. His articles have appeared in scores of magazines, newspapers and online publications.

leocha@tripso.com

# Flight attendants still unsung heroes

When it comes to safety, air crews are your first line of defense

Bv Charles Leocha Travel columnist - Tripso.com

he war on terror continues, and yet few remember that the first casualties were flight attendants. In the six years since 9/11, there have been many ceremonies and many remembrances for those who died in that day's tragic events. Police officers, firefighters and other first responders gather every year with political bigwigs on stages across America. Sadly, flight attendants are almost never included.

That's a shame. I've said so on every anniversary of the September attacks, and I say so again this year.

Airline flight attendants are unsung heroes in this country's "war on terrorism." Recent events demonstrate that this is true now more than ever. The efforts to attack us have not abated, but they have been thwarted by better intelligence and higher levels of security. For example, when terrorists came up with new ways to mix explosives with liquids last year, the Department of Homeland Security banned liquids aboard the nation's aircraft. Once again, flight attendants found themselves on the front line of a

pit, and every time a passenger ducks behind his seat to dig through carry-on luggage, flight attendants go on high alert.

Flight attendants were the most consistent source of information on 9/11 when, at the risk of their lives, they phoned airline operations personnel to let them know about the hijackings; they even provided seat numbers and descriptions of the hijackers.

war whose battles are constantly shifting while ever exposing them to danger.

Though experts cannot predict when there will be another terrorist attack, they can all agree that one will come. New plans are certainly being tested to attack our transportation systems. The stress on our airline systems has increased and will only get worse. And yet flight attendants continue to report to work every day, ready to do what they can to keep us safe. I hope the traveling public does not take them for granted.

Every time a plane takes off, every time a traveler stands up and walks toward the cockSix years ago, immediately after the terrorist attacks on the World Trade Center and the Pentagon, the media was filled with stories about "real heroes" — rescuers, police and firefighters who risked their lives to save workers in those buildings. Those brave emergency workers were racing up stairs into harm's way while the office workers were filing down the stairs away from danger as quickly as possible. The firefighters, EMTs and police deserve every accolade they receive.

Now, let's think about something. Firefighters and police officers are trained for danger. When they arrive at the scene of an incident, they can see

the broad outlines of what they are facing. They are skilled in protecting us. They do it every day.

But what about flight attendants?

Flight attendants face potential danger every time they go to work, too. Where once their main purpose was to see to in-flight comforts and provide knowledgeable assistance in case of an emergency landing, their new job is much more nerve-racking. Worse, it is almost always taken for granted.

What once was an airborne world of giddy tourists and grumpy businessmen is now a war zone. Trouble — perhaps deadly trouble — could break out in the cabin at any time. Maybe not today. Maybe not tomorrow. But perhaps someday.

New terrorist dangers are unknown. So unknown, in fact, that the Department of Homeland Security, the Federal Aviation Administration, and other government organizations still cannot predict

where, when or how an attack will take place. While passengers grumble about the inconvenience of waiting in long security lines, taking off our shoes, putting liquids in checked baggage, and having our luggage and bodies probed, most of us have decided to fly anyway — at least to places that are important to us. We have that choice. Flight attendants don't. If they want to continue being paid, they have to go to work.

The same is true of pilots, of course. But pilots are now barricaded inside their cockpits. Some have been given stun guns and others have been trained to carry firearms. But what are flight attendants getting?

Not much. Before they lock themselves in the cockpit, captains now basically tell the flight attendants that they will have to fend for themselves. They don't have much choice — most everyone agrees that the cockpit door must stay locked.

Yes, some airlines now train flight attendants in the basics of self-defense: skills like coordinating with other flight attendants, maintaining distance, assuming a protective body position, and dealing with unruly passengers. Some airlines even offer advanced

programs — on a voluntary basis — but the Transportation Security Administration (TSA) still hasn't designed a system for evaluating this training and, worse, flight attendants have a hard time getting time off to attend.

As for public recognition, there's been almost none. Instead, what flight attendants have seen since I first wrote this story six years ago is a continuing series of layoffs, downsizings and reductions in pay.

Are our memories so short?

Flight attendants were the most consistent source of information on 9/11 when, at the risk of their lives, they phoned airline operations perLater, in one of the few instances of terrorism thwarted in the act, a diminutive flight attendant physically prevented a fanatic from lighting a fuse to a shoe-bomb that would have downed American Airlines Flight 63 in the middle of the Atlantic Ocean.

So, let's get our priorities straight.

Baggage screeners earn between \$25,000 and \$38,000 a year. TSA supervisors earn \$44,400 to \$68,800 a year. Federal air marshals make between \$36,000 and \$84,000 a year. These workers receive all the standard government perks of medical care, vacations and insurance. Meanwhile, flight attendants, the airlines' real

As for public recognition, there's been almost none. Instead, what flight attendants have seen since I first wrote this story six years ago is a continuing series of layoffs, downsizings and reductions in pay.

sonnel to let them know about the hijackings; they even provided seat numbers and descriptions of the hijackers. Flight attendants were most certainly involved with the incabin attack on the terrorists aboard United Airlines Flight 93, which crashed in the fields of Pennsylvania instead of into a building on Pennsylvania Avenue.

frontline troops, receive starting salaries of \$18,000 a year, or less, and don't have a prayer of seeing \$30,000 for at least three years. Vacation time in those years is meager. while time "on reserve" (waiting around in case another flight attendant is sick or gets stuck in traffic) seems to be endless.

To add insult to paltry pay, over the past three years many flight attendants have had their retirement programs and pensions stripped from them by their struggling airlines.

For years, we have heard the flight attendant mantra: "We are here for your safety." Now those words are truer than ever. And safety, today, means far more than helping with oxygen masks, securing the overhead compartments, checking seat belts and opening emergency doors.

Let's face it: Federal air marshals are not on most flights. While the plane is in the air. flight attendants are our first line of defense. They may be serving peanuts, pretzels and drinks, but they are constantly on watch and alert from the time they check IDs at the boarding gate until touchdown at the final destination.

Today's flight attendants face what amounts to nonstop battle stress from an unidentified, furtive and unpredictable enemy.

I. for one, thank them for their service. All of us who fly should thank them as well.

he past spring and summer seem to have done us all in with what feels like the year of a million Off-Schedule-Operation (OSO) mishaps. And the year isn't over yet!

Below are some guidelines to assist you with securing a hotel room in the event of an OSO.

#### At A Crew Base City

Last night you had minimum rest and you've just worked 14 hours, with delay after delay and a last minute reschedule. Your 13-hour layover is diminishing rapidly as is your chance at catching up on some much needed sleep. And to top it off, Mother Nature is reminding everyone who's boss.

Finally your duty-day ends and you stumble up the jetbridge to pull up the voucher Crew Schedule promised would be waiting when you landed.

Surprise! There is no voucher. Now what?

Follow the steps below to acquire rooms for you and your crew:

- 1. Attempt to contact the Hote/Limo desk to request a voucher. If you cannot get through to the Hotel/Limo desk proceed to Step Two.
- 2. Go to the MOD or another operations personnel and ask them to attempt to get through to the

Dané Townsend-**Pepper** National Hotel

Coordinator

hotel@apfa.org 817-540-0108 ext. 8306



# 0\$0\* 0HN0!

Hotel/Limo desk. If they are unable to make contact, proceed to Step Three.

- 3. Ask the MOD or other operations personnel to secure alternate room reservations and transportation. They are authorized to do this at no cost to you. Proceed to Step Four.
- 4. Ensure that the MOD or operations personnel sends a message to the MOD of Crew Scheduling advising them of your location. Continue to Step Five if you now have less than eight (8) hours behind-the-door.
- 5. Once you arrive in your hotel room, contact Crew Tracking to advise them of your contractual right to eight (8) hours behindthe-door.

## At a Non-Base City

Due to weather somewhere in the system, you've been waiting patiently along with everyone else in the terminal to get the plane loaded and on its way to your final destination. You are slowly creeping up on the end of your duty day when the flight cancels and your sequence is altered to show you laying over.

What now? Follow these steps:

- 1. Attempt to contact the Hotel/ Limo desk to get a hotel assigned and a voucher sent to you. If you cannot get through to the Hotel/Limo desk continue to Step Two.
- 2. Have the agent give each crew member vouchers to the same hotel the Company uses for distressed passengers. Continue to Step Three.
- 3. Contact your base MOD personnel to post a message to the Crew Scheduling MOD advising them of your location. If you have less than eight (8) hours behind-the-door continue to Step Four.
- 4. Upon arrival in your hotel room, call Crew Tracking to advise them of your need for eight (8) hours behind-the-door.

#### A Final Reminder

If your trip cancels and Crew Tracking has not already altered your sequence to show that you are laying over, you will need to contract Crew Tracking **before** attempting to contact the Hotel/Limo desk.

The Hotel/Limo desk cannot assign hotel rooms until Crew Tracking has altered the sequence to show a layover. This is due to the fact that Crew Tracking may choose to utilize you further if your legalities allow.

Once Crew Tracking has altered your sequence to show a layover they will send an automated message to the Hotel/Limo desk so that accommodations may be acquired.

Once your sequence has been altered to reflect a layover, call the Hotel/Limo desk. They should be able to assign you a room while you wait on the phone.

If you find yourself having difficulty securing layover accomodations, document everyone with whom you spoke and the amount of time you spent on the phone. Drop this information in any APFA Lockbox in Operations for follow up.

In the center section of this Skyword you will find an OSO Layover guide with a flow chart of this information to carry with you in the inside pocket of your In-Flight Safety Manual.

\*OSO = Off-Schedule Operations.AKA really bad weather that results in lengthy delays, cancellations, reschedules, reassignments and other nightmarish conditions!

# RUMOR CONTROL

# I HEAR MANAGEMENT IS SET. TO RECEIVE MORE BONUSES NEXT YEAR! COULD THIS REALLY BE TRUE?

A: Not only is it true for '08, but it is also true for '09 and '10. The Executive Bonus Plans were renewed by the AMR Board of Directors in '05, '06 and '07 and are awarded three years after they are set. You can bet that Senior Management won't be turning down these awards, despite the fact that their Board "made them do it."

# O: I READ AN EMAIL THAT STATED A TOP-TIER PASSENGER TOLD AN INT'L CREW HE'D BEEN GIVEN AUTHORITY TO 'CHECK RIDE' FAS AND REPORT BACK TO AMR HDQ. DID THIS HAPPEN?

A: APFA immediately contacted the Company when this was brought to our attention. Apparently, this passenger had a conversation with an IOR crew that led the crew to believe he was giving them a check ride per AMR HDQ. The following is what we were told by management: The Regional Manager of the base involved issued an HI6 message stating she had personally contacted this particular passenger after hearing about the incident to investigate further. She confirmed to the base that "AMR has no such ride program." After speaking with this passenger, the Regional Manager reported the passenger's response to her base stating that his intentions were to express his thanks to AA crews directly to AMR Headquarters, not to "check ride" the crew.

O: I HEAR SEVERAL FLIGHT AT-TENDANTS WERE FIRED TRAVEL-ING THROUGH CUSTOMS IN MIAMI. CAN YOU TELL ME WHAT HAP-PENED AND IF THIS IS REALLY TRUE?

Some Flight Attendants were detained by U.S. Customs in MIA because they did not declare all of the items they were bringing into the United States on the declaration form.

AA Corporate Security was contacted and in some instances 31.R. Investigations en-

Please be sure to declare all items you are bringing into the US, including gifts, alcohol, and particularly food!

# apfa@apfa.org

If you hear a rumor in the galley, receive an email with questionable statements about your Union or the Company, or if you just read something online for which you want clarification, please email us.

With negotiations right around the corner it is imperative that all members have the facts.

We do our best to give you a complete and accurate response so that you can then take that information back to the line. Simply leave a VM at 817.540.0108, ext. 8743 or email us at apfa@apfa.org.

(): I HEAR LEGISLATION IS BEING INTRODUCED THAT WILL GIVE THE FORMER TWA FLIGHT ATTEN-DANTS THEIR SENIORITY BACK, IS THIS TRUE?

A: No. There is no truth to this rumor or any form of this rumor, whatsoever.

- The TWA seniority issue was determined by the APFA Board of Directors in 2001 and there is absolutely no mechanism, real or imagined, to change that process.
- There is no bill nor attachment to any bill in Washington attempting to grant anyone seniority retroactively.
- There are no discussions at APFA regarding changing anyone's senior-

It simply is not happening. That horse left the barn a long time ago.

What does exist is a vicious rumor that started by taking a small piece of fact (read further) and fabricating a story around it that does nothing more than conjure up fear, anger and divisiveness.

Some of these rumors might stem from the FAA Reauthorization bill that goes before Congress every four years and is currently being discussed on the Hill. There are many positive items for Flight Attendants contained within this bill such as strong language for a new FA Fatigue Study as well as new health and safety standards for crewmembers in the form of OSHA. There is a prospective amendment recommending recall rights of ten years for all furloughed airline employees whose airline accepted federal aid from the government following 9/11. This amendment has a long way to go before

it becomes law. Whether this amendment is successfully attached and becomes law or not, it will have absolutely no impact on the AA/APFA TWA Seniority Agreement whatsoever. In other words, AA Flight Attendants' seniority will NOT be affected.

There is also an amendment to the FAA Reauthorization Bill on the Senate side that provides the "Allegheny-Mohawk Provision" to apply to airline mergers in the future. Not only does our Contract already contain this provision (Article 1) as do most labor contracts, but if it were to pass and become law, it would have ABSOLUTELY NO EFFECT ON THE AA/APFA 2001 SENIORITY INTEGRA-TION AGREEMENT.

Again, this or any other proposed law or bill has or will have ABSOLUTELY NO IMPACT WHATSOEVER ON THE AA/APFA 2001 SENIORITY INTEGRA-TION AGREEMENT.

The amendments are far from becoming reality and face many obstacles before becoming law. However, whether they are already attached or have yet to be, and if and when they do become law -THERE ARE NO AMENDMENTS TO THIS BILL OR ANY OTHER BILL THAT WILL HAVE ANY EFFECT ON THE CURRENT SENIORITY ORDER OF THE AMERICAN AIRLINES FLIGHT ATTENDANTS.



Jena Hopkins APFA Retirement Specialist

retirement@apfa.org 817-540-0108 ext. 8490





o you're ready to retire? First... you have to set the ball in motion.

- I. CONTACT YOUR FLIGHT **SERVICE MANAGER TO INITIATE YOUR NOTICE** 
  - a. Retire; don't resign. Flight Service is responsible for 'cutting the PA' (Payroll Authorization), which changes your status. Be very careful to tell your FSM that you are retiring; not resigning. Huge difference! If it's miscoded and you end up showing as resigned, you'll be locked out of JetNet, vour stock options will be cancelled (temporarily) and vou could be left without flight benefits.
  - b. Choose your parting gift. Your manager is supposed to tell you about your 'retirement' gift. There are three choices, a vase, a sculpture, or a \$100.00 gift certificate to the CR Smith Museum.
- **II. CALL HUMAN RESOURCES** AT (800) 447.2000, EXT. 5 TO START YOUR BENEFITS
  - a. Name your date. Contact HR no more than 90 days and no less than 30 days before you plan to retire. Once you name your date

# The Next Act!

you will be sent a specific estimate of your pension and the forms you must complete in order to designate which annuity you will receive.

- b. Request your estimate.
- This seems redundant since you can create your own estimate on JetNet, but effective January 1, 2006, the IRS requires all companies to supply a personal pension estimate via mail no more than 90 days out. If you delay your actual retirement, AA is required to begin the process again.
- c. True up. This estimate is close to 'the real thing' but since our overtime is paid with a month's lag it might not be exact. APFA was successful in getting AA to agree to re-compute each pension estimate after you leave. This is known as a "True Up" and it ensures each retiree receives every bit of credited service earned down to the last hour of work. If you 'go low' your last month your estimate might be high - best advice is to request your estimate close to your retirement date (about 30 days out) and fly a full final month.
- d. Exit-interview appointment. This phone call is important so that you can make an appointment for a telephone exit interview ap-

- proximately three weeks after your call. This way you will have already received the estimate and election forms. Your phone appointment is to review the choices you have made concerning pension and health care, and guide you through the paperwork.
- e. Fill out your forms. The counselor will assist you in locating the forms you will need on JetNet such as Supplemental Insurance, a W4 for withholding, beneficiary for life insurance and a retiree ID. They will also tell you about mailing your Supplemental Medical premium for the remainder of the current year and for the future.
- f. Divorced? Make sure you have supplied AA with all paperwork concerning any divorces you have had while you were employed. Without this they cannot begin your pension.

American claims that APFA had not 'incorporated' our retiree health care into our Contract. This has been temporarily resolved but is likely to be a subject of the next Contract negotiations. Retirement may seem far off in the distance, but without health benefits, you could get stuck with some pretty big doctor bills in the event you ever do become ill.

# Family Leave, Human Resources and AA Retiree Numbers

receive many calls regarding the use of Family and Medical Leave (FML) and how it affects our Pension.

Rumor: "If you use FML, you will not get Pension credit."

Response: "Using FML affects your Pension no differently than any other type of leave.

UNPAID sick and/or UNPAID FML could affect your pension for purposes of total hours calculated simply because you are not paid. In other words, you must be on AA Payroll to be credited toward Years of Credited Service (YCS).

In order to receive one full year of YCS, you will need to acquire 734 paid hours per year. If you do not acquire 734 hours, you will receive a proportionate partial year of service. All hours paid by American Airlines (on payroll) apply to this accrual including vacation and sick time. On the other hand. If you are being paid by a third party, such as worker's comp, those payments do not count toward YCS accrual for purposes of calculating the Pension Plan.

## **Human Resources**

AA has announced that they will outsource the Human Resources Department. Obviously, with that

comes a large turn over of employees occupying many of those iobs. I have received numerous complaints that their knowledge is lacking and the service is substandard by those answering the 800 numbers.

As far as the AA retirement counselors go, they are the very same people who've been helping AA employees with retirement for years. They are very knowledgeable and can answer all of your questions. Unfortunately, you only get to speak to them within 30 days of your retirement date and that is by appointment only.

If you have questions about retirement, whether it's just around the corner or years down the road, don't hesitate to contact me at retire@apfa.org. I do fly several trips a month so please be patient if I don't get back to you right away.

#### Retirements

The Company has reported that between January and August 2007. 364 FAs retired from the Company. Here are the monthly numbers for the four-month period ending August 2007:

May	50 FAs
June	62 FAs
July	43 FAs
August	56 FAs

## **ELECTION NOTICE**

Pursuant to Article III, Section 4,J,1 of the APFA Constitution, Notifications of Willingness-to-Serve are now being accepted for **AD HOC MEMBER OF THE EXECUTIVE COMMITTEE PLACE #1 and PLACE #2** for the three-year term of office beginning April 1, 2008.

## **CANDIDATE INFORMATION**

This election is open to all active members in good standing as defined in Article II, Section 4.B. of the APFA Constitution.

The Executive Committee Ad Hoc Member Place #1 and Place #2 will be elected at the APFA Annual Convention, which will commence February 13, 2008, by the Base Chairs (or the Vice Chair in the absence of the Base Chair) who have been elected or duly elected as Delegates to the Convention pursuant to Article 1, Section 7,C. of the APFA Constitution.

When a candidate receives two-thirds (2/3) of the valid votes cast, that individual will be deemed elected to that Ad Hoc Member Place.

Refer to Article III, Section 4 of the APFA Constitution for details regarding the jurisdiction and duties of members of the Executive Committee.

## **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 Standard Time on January 9, 2008. The candidates' names will be recorded on the APFA Hotline and copies of their Notifications will be sent to each member of the Board of Directors and Executive Committee. Additional Willingness-to-Serve Notifications may be returned to the APFA Secretary or the National Ballot Committee anytime prior to the Convention.

NOTE: 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.

Nomination Envelopes containing copies of all Willingness-to-Serve Notifications that have been returned to the APFA will be distributed to the Board of Directors and Executive Committee when the Convention is first called to order. No other Notifications will be accepted by the APFA after the Convention is called to order.

## **INSTRUCTIONS FOR WILLINGNESS-TO-SERVE**

Any active member may nominate her/himself or may nominate another member. Candidates are required to contact the National Ballot Committee to confirm their Willingness-to-Serve if other than self-nominated.

Only this form or a photocopy will be accepted, one form per envelope. Biographical information and personal statements should be submitted on a separate sheet of paper and attached to this form. A copy of each candidate's Willingness-to-Serve will be distributed to the Board of Directors and the Executive Committee. It is the responsibility of the candidate to inform references that their names will appear on the Willingness-to-Serve that is sent to all members of the Board of Directors and Executive Committee.

All Notifications of Willingness-to-Serve must be sent to: APFA National Ballot Committee

P.O. Box 907 Euless, TX 76039-0907

# **NOTIFICATION OF WILLINGNESS-TO-SERVE**

# Ad Hoc Member of the Executive Committee Place #1 and #2

CANDIDATE INFO	RMATION: A	All information i	must be typed or printed.				
NAME:			POSITION DESIRED:		EMP #:	TELEPHO	
ADDRESS:			LENGTH OF SERVICE	<b>:</b> :	BASE:	PREVIOUS BASES:	
CITY/STATE/ZIP:				SIGNATURE:			
Please complete the	following inf	ormation if no	ominating another APFA	member:			
NAME:				EMPLOYEE #:			
SIGNATURE:				TELEPHONE #:			
F/A REFERENCES	• Sunnorters m						
	• Capponers n	nust be member	s in good standing. All inform	ation must be compl	lete or reference i	will not be printed	d. (Limit 10)
Name				ation must be compl Name			
Name	Emp#	Base	_Phone #		Emp#	Base	
	Emp# Emp#	Base	Phone #	Name	Emp# Emp#	BaseBase	Phone#
Name	Emp# Emp#	BaseBaseBase	Phone # Phone #	Name	Emp# Emp#	BaseBaseBase	Phone#

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 Previous Business/Job Experience Flight Attendant Credentials** 

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. Please 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.

# Deep Rest

eard any good gossip lately? Galley gossip hasn't changed much over the years. The rumor mill grinds on about the latest exorbitant pay raise for the Company executives,. Then there is the local galley talk about the flight attendant who is ill, or getting married, or divorced, or dating so and so. As the years go by, galley gossip really hasn't changed much except for one topic, sleep. Have you noticed that inquiring about your co-worker's sleep habits have encroached into our galley talk?

On trips with an early sign in there is usually one person who stayed up too late and didn't get enough sleep, or went to bed early only to lie awake watching the clock as the minutes rolled by. On International, there is always the inevitable question after getting up from your rest break, "Did you sleep?" It's common to hear Flight Attendants passing along advice on sleep or sleep aids to one another. I often hear "Try this, I got it in Delhi, or Lima," or you name the city, we know where to get the sleeping medication.

I would be willing to bet that for those who don't fly International but have considered it, the question of how you would sleep or function without sleep has entered your decision making process. The lifestyle of a flight attendant, whether domestic or international, isn't conducive to good sleep habits. Couple the with a "better living through chemistry" culture and it is inevitable that we turn to sleep medication to help us get the rest we might not get otherwise.

But what if we could teach ourselves to go to sleep and stay asleep on command without the use of medication? I learned to do this while in school and have been looking for a

**Patty French** National Health Coordinator

health@apfa.org 817-540-0108 ext. 8290



CD that is effective in reducing stress and inducing sleep and could be used by others to help them do the same.

I recently met a psychologist who practices in the Chicago area. He has a CD that I have found will do just that. His name is Dr. Tumlin and he often works with people who have chronic pain as well as multiple problems and stressors that interfere with their ability to sleep. He is a health psychologist and part of his philosophy is that everything is connected. He often works on his client's ability to sleep and reduce stress first as it shows benefits in many ways. He says, "Sleep can make everything better when it's good, and everything worse when it's bad."

Part of his treatment involves a 'relaxation CD' called Deep Rest. He said that he developed this CD over years of working with challenging pain clients. "If you can help someone with chronic pain to relax and go to sleep, you can help almost anyone." The recording is a combination of suggestions for relaxing the body, focusing awareness on breathing, guided imagery, and music by Steven Halpern.

Dr. Tumlin said he has always had an interest in flight attendants and the challenges they face that cause them stress and sleep deprivation. "I feel jet lag just from one trip a year to Europe. I couldn't imagine doing this for a living," he said. He often speaks with flight attendants while flying to learn how they cope with changes in time zones, work schedules, and other on-the-job stresses. "I always

thought that learning some skills inducing sleep, anxiety and stress management, and brief relaxation between tasks would be very helpful for flight attendants," he said. He added that unlike medication, the relaxation recording works better with repeated use and it teaches people skills that last a lifetime, even when they stop using the CD. "Many of my clients are using drugs to do things they can do better themselves with behavioral and mental skill-building. They use the CD as they try to reduce or stop using medicine for anxiety and sleep."

This CD helps teach you to put yourself to sleep in three ways. It reduces muscle tension and allows for a more restful sleep, it clears the mind so that it can let go of rambling thoughts that keep you awake, and it reduces activation of the sympathetic nervous system and the production of stress hormones such as cortisol.

When you are no longer tense, thinking about things or producing stress responses, it clears the way for a restful night's sleep.

"There's nothing mysterious about a good relaxation CD," he said. "The most important ingredients are the individual's willingness to try it and to practice," he added. One advantage of the CD over medication is that it doesn't have any negative side effects.

Dr. Tumlin provides the CD to his clients and he also sells them in large numbers to therapists and psychiatrists. They are available online at www.deeprest.net.

I have found this CD to be very effective in reducing stress and inducing sleep both at home and on my layovers. I hope you will too.

# **First-Hand Smoke Second-Hand Smoke**

The FA Medical Research Institute (FAMRI) is sponsoring a five-year study and clinical program to enhance early detection and treatment related to second-hand smoke. FAs who flew prior to the smoking ban onboard the airplane as well as those FAs who began flying since the ban was brought about but have been exposed to significant amounts of secondhand smoke in another environment may be eligible to participate. Other qualifiers include:

- Over 40 years of age
- Smoked less than 100 cigarettes in vour lifetime
- History of significant exposure to secondhand smoke
- Never had lung cancer
- Not pregnant
- Have not had a chest CT within the past three years

This project is being conducted by the International Early Lung Cancer Action Program (I-ELCAP) at Weill Cornell Medical College in Manhattan and will expand to institutions throughout the country as time progresses. Among the highest priorities with this project is to offer CT chest scans free of charge and other non-invasive testing to flight attendants who flew before the smoking ban onboard began.

For more information about the FAMRI-IELCAP Collaborative Network, call 212-746-1325 or email coordinator@ielcap.org.

#### Continued from pg. 15

If Judge Gershon does not rule in APFA's favor on the Motion for Summary Judgment, since the discovery period has been completed, the parties would then proceed to trial once a date is scheduled by the court.

Review the following documents relating to this case at apfa.org:

- Cooper Dismissal of Preliminary Injunction 06.30.03
- Cooper Dismissal of Amended Complaint 11.23.04
- Cooper Denial of Motion by Plaintiff's Counsel to Withdraw From Case – 10.05.06

CASE: MARCOUX 04-CV-01376 STATUS: ACTIVE

Ann Marcoux, Jill Lindsay, Kirsten Evans, Constance La Mattina, Elizabeth Lee Price (withdrew from case April 2006), Judith Alexander, Deborah Dean, Christina Ford, Patti Gentry, LaTonya K. Gillmore, Janet Gold, Dale Hagar, Julie Horan, Louis Horter, Carol Johnson, Molly Kaiman, Beverley Kalkhof, Nancy Anne Kello, Patricia Kennedy, Janet Kirby (deceased), John Kline (withdrew from case April 2006), Dottie Long, Karen Rivoira, Laurence Salomon III, Daniel Santiago, Rebecca Smith, and Deborah Whittington on behalf of themselves and all others similarly situated (i.e., the "Class"); Constance LaMattina also on behalf of Subclass I, Kirsten Evans, Jill Lindsay, and Elizabeth Lee Price (withdrew from case April 2006), also on behalf of Subclass II; Deborah Whittington also on behalf of Subclass III; and Janet Kirby (deceased) also on behalf of Subclass IV, **Plaintiffs** 

\_ \_\_\_\_

American Airlines, Inc., AMR Corporation, APFA, and John Ward, as representative of APFA,

**Defendants** 

Three cases known as *Marcoux, Ford*, and *Lindsay* were consolidated in the United States District Court for the Eastern District of New York in July of 2004. These three consolidated cases are now referred to as Marcoux.

Judge Nina Gershon is presiding in this case. She is also the Federal Judge handling the *Cooper* case, described above.

Marcoux arose out of the 2003 RPA. The Plaintiffs asserted claims for violations of the Railway Labor Act (RLA), the Labor Management Reporting and Disclosure Act (LMRDA), the Duty of Fair Representation (DFR), and the Racketeer Influenced and Corrupt Organizations Act (RICO).

APFA filed motions for dismissal in January 2005.

In March of 2006, Judge Gershon ruled on some of these motions and dismissed all of the RICO claims. She also dismissed the majority of the LMRDA claims.

Discovery (the gathering of information) finished in December of 2006 after five deadline extensions.

In March and May of 2007, briefs were filed by APFA in support of our Motion for Summary Judgment by the Plaintiffs in support of their Motion for Class Certification (to represent all flight attendants similarly situated to the Plaintiffs). Each side also has filed briefs opposing the other's motions and responding to those oppositions.

APFA awaits Judge Gershon's ruling on our Motion for Summary Judgment. If the Court rules in APFA's favor and grants the Motion, as in any lawsuit the plaintiffs would have the right to appeal the Court's ruling, potentially appealing all the way to the Supreme Court, although it is highly unlikely the case would go that far.

If Judge Gershon does not rule in APFA's favor on the Motion for Summary Judgment, since the discovery period has been completed, the parties will proceed to trial once a date is scheduled by the Court.

Review the following documents at apfa.org:

• Marcoux Partial Dismissal of Complaints – 03.28.06

CASE:

*PARKER* 07-CV-00899

**STATUS:** 

ACTIVE

Brigitte Parker Plaintiff

VS

AMR, American Airlines, Inc., and the Association of Professional Flight Attendants

Defendants

This lawsuit was filed in the United States District Court for the District of Arizona. It has been assigned to U.S. District Judge Mary H. Murguia.

Plaintiff is a former TWA flight attendant who was furloughed from American Airlines in 2003. She claims that her furlough, and the fact that she has not been recalled, are due to unlawful discrimination based on race, sex and age.

Plaintiff is not being represented by an attorney at this time and is proceeding "pro se" (representing herself without counsel).

In July of 2007, APFA filed a Motion for Summary Judgment asking the Court, in essence, to dismiss the case. Plaintiff's opposition to that Motion is due October 9, 2007.

APFA will then have until October 29, 2007, to respond to the Plaintiff's filed opposition.

We expect that once these papers are submitted, the Court will rule in APFA's favor on the motion to dismiss.

No documents issued by the court to date.  $\mbox{\Large \ifmmode A}$ 

# APFA REPS MEET WITH AGENT ADVISORY BOARD

The APFA Safety/Security Department attended a meeting with representatives from AA's gate and ticket agents. The group, called the "Agent Advisory Board," meets quarterly. APFA attended this meeting primarily to enhance communication between Flight Attendants and AA agents system wide.

There were several issues of concern raised by both parties. APFA clarified its position on voluntary boarding by off-duty Flight Attendants. The agents agreed to communicate our position that off-duty FAs should not be asked or volunteer to assist in the boarding process. We also explained our contractual limitations regarding crew meals and crew rest, and the agents were clear that frankly, we need to eat and sleep! If we are later to our next gate than expected, it could very well be because we stopped to buy food before our next leg after possibly not having had a chance to eat the entire day.

On the topic of crew rest, we explained to the agents that our work day can be up to 16 hours long. When an agent makes a PA and includes more details than are necessary about the fact that the flight crew might "still be in bed," this is destructive to the passengers' perception of what the issue really is.

Rescheduling, cancellations, understaffing, etc... result in delays - not the already-anticipated need for and contractual requirement of REST!

The agents also shared their concerns with several things relating to our workgroup. They asked us to pass on a few requests so here they are: First, when FAs are traveling A1 or A3 – on company business – we are required to check in for our scheduled flight no later than 30 minutes before SCHEDULED departure time. If we do not check in 30 minutes before departure, the Agent has the right to assign our seat to another passenger. Using JetNet or an airport kiosk to check in up to 24hours in advance will alleviate the possibility of us losing our seat. The agents also asked us to pass along to our members that FAs should board with their group numbers - not before. If you are on a jumpseat, there is no group number so you can board at any time when general boarding begins.

The agent representatives were receptive to our concerns and respectful of our position as a unionized workgroup. We are hopeful that future meetings with the Agent Advisory Board will serve to improve this very important relationship between the two groups.

#### 30-IN-7

If you are a Domestic Flight Attendant who waived your 30in-7 legality (pg. 13 of the On-Duty Contract Guide (ODCG) and Article 7.I of the Contract) last month (September, for example) but not this month (October, for example), and were forced to fly beyond 30/7 in October, notify APFA at scheduling@apfa.org.

Time flown in a waived month (in this case September) does count toward the calculation in the following non-waived month (October). Also, only actual duty aloft counts toward the 30 hours. For example, pay and credit, deadheading, ATC holds, RFD and Diversion pay do not count as actual duty aloft. Refer to page 11 of the ODCG for more information.

DOWNLOAD THE ON-DUTY **CONTRACT GUIDE (ODCG)** FROM APFA'S WEB SITE BY CLICKING ON "PUBLICA-TIONS" AT THE TOP OF THE HOMEPAGE: www.apfa.org

## **MAX DUTY DAY**

APFA believes that violations of the contractual maximum duty day (Page 12 of the On-Duty-Contract Guide and Article 7.K and Appendix I, Article 7.J) of the Contract are increasing. Although American Airlines shares an equal responsibility in enforcing the Contract, do not assume that they will.

Please, know your contractual limits and contact Crew Tracking immediately if you believe your rights are violated. Please make sure to carry your On-Duty Contract Guide (ODCG) and refer to it often. If you feel you have been given incorrect information, please notify APFA at scheduling@apfa.org and always keep a record of who gave you your assignment.

#### Continued from pg. 5

- We try to resolve the dispute with the company prior to Arbitration if at all possible.
- · I recently completed an Information Technology (IT) scanningproject within the Vice President's Department that provides online access for the DRs, SBA advocates and legal counsel to review APFA's bargaining history, all Contracts, all arbitrations, all Skyword publications and all Letters of Agreement. Some of the information, all now accessible online, dates back some 60 years. This is a project that many Vice Presidents dreamed of but unfortunately other issues took precedence. The completion of this project will benefit APFA for years and years to come.

#### **ARBITRATION**

APFA and AA maintain a panel of 11 mutually agreed-to neutral arbitrators (Article 29.J.1.) to settle disputes that the parties are unable to resolve. Once things escalate to the level of arbitration, the situation usually becomes more adversarial with both sides protecting their respective positions. The parties often engage in traditional winner takes all behavior during the arbitration process. Of course, these cases are adversarial – and they should be as we fight diligently and relentlessly to protect APFA's position during the arbitration hearing.

On a personal note, I hope that you never find yourself in a situation with management that necessitates the services of APFA's System Board Department. But if you do, rest assured that you will be well represented.

In closing, please carry your Contract or the On-Duty-Contract Guide. Should you have any questions please contact APFA.

In Unity,

Drett

# PRESIDENTIAL GRIEVANCE Filed: 8-03-07

Off-Schedule Operations (OSO) which have resulted in numerous contractual violations: APFA asserts that American Airlines has violated the contract by failing to provide a timely and adequate means of notification of subsequent assignment(s) and/or release of Flight Attendants following a disruption in the scheduled operation which morphs into an "off-schedule operation" (many cancellations, diversions, etc.). This failure has caused FAs to remain on duty in excess of their contractual limitations and the denial of contractual rest in single room hotel accommodations.

PRESIDENTIAL GRIEVANCE Filed: 8-10-07

IVRS/AVRS Policy Change Implementing IVRS Testing Midsequence: American Airlines noticed APFA that it is unilaterally changing its drug/alcohol policy governing follow up procedures for FAs who have had a positive Department of Transportation (DOT) drug test. This policy change allows for mid sequence

tests for FAs who are subject to the IVRS program. APFA maintains the policy change expressly creates adverse interaction with FA contractual rights, including but not limited to pay, on-duty limitations, minimum layover rest requirements and transportation to hotel facilities. Further, the policy change contains inherent procedural gaps, which, if not modified, could compromise medical confidentiality requirements.

PRESIDENTIAL GRIEVANCE Filed: 8-29-07

Article 3.H.3. EPT Training Pay: Under Article 3.H.3. and related articles of the agreement, APFA contends that the Company has failed to properly compensate domestic flight attendants for the EPT Annual Training program. Domestic EPT's are scheduled for over 12 hours, but under 14 hours. American Airlines is paying the exact amount of time prorated to the nearest minute, but failing to apply the required two hour minimum. Thus, APFA maintains that the Company has violated the contract by failing to pay the required two hour minimum for any additional amount of time more than twelve but less that 14 hours. International EPTs

is scheduled for greater than 14 hours so this minimum is not applicable.

PRESIDENTIAL GRIEVANCE Filed: 9-17-07

S80 Staffing/Workload: APFA protests the Company's violation of Article 9.B, Minimum staffing reguirements of the contract. The company has added additional service components/items with increased job responsibilities/duties (Including but not limited to the PED, OSR, etc.) without regard for the cumulative impact on current responsibilities and duties. Non exclusive aggravating factors include: the addition of 4 passenger seats, current level of service requirements, passenger loads, impact of reduced layover rest, reduced ground time on turn around flights for flight attendants to obtain meals, lack of provisioning of meals, and the time frame given to accomplish the added responsibilities and duties resulting in an unreasonable work load.

As you can see from the synopsis above your SBA Department is critical to protecting the Contract, our workgroup and each individual Flight Attendant.

#### Continued from pg. 7

for the leasing and furnishing of corporate apartments for APFA's outof-state Officers and Coordinators. Also, annual fire department inspections are made and drills are held - and all are coordinated through this department.

Staffing: The professional staff at APFA is unionized and represented by the United Auto Workers (UAW) and as such, operate under a contract with APFA much the same as we have a contract with AA. This is a three-year contract negotiated between APFA's National Officers and UAW Representatives. Like us, they are able to file grievances against "management," in this case, the Officers of APFA. Believe me when I tell you that it is a difficult task to go from being a union advocate to "management" when necessary, to act on APFA's best interest. It's a real balancing act to grant vacation days, handle sick calls all while ensuring adequate coverage for Headquarters. The APFA Employee Handbook containing the building's policy must be updated regularly and staff meetings are held each month. APFA provides a 401(k) plan and insurance for our staff and Workman's Compensation claims must be processed. All of this is done through my department.

Collections: The Treasurer's Department must remain in close contact with AA's payroll department to ensure our member-status records are up-to-date. AA has over 100 payroll-code classifications so we maintain the same codes as well in order to avoid mistakes as much as possible. Billing and statements are sent monthly based on these records for those FAs not on payroll deduction, those in dues arrears. etc. Weekly Dues and Membership

Department meetings are held to review the status of those FAs in dues arrears. Alert letters are generated to those FAs in arrears while on active status. I even follow up with a personal phone call to ensure I've made every effort to inform them of the gravity of the situation before APFA takes further action. A payment plan is offered to those FAs in arrears while on inactive status. It has been necessary to turn some of these accounts in arrears over to a collection agency. We offer every opportunity for our members to pay their dues, just as the rest of us are required to, prior to pursuing the contractual option up to and including the termination of their employment for failure to pay dues. Refer to Article 31 of your Collective Bargaining Agreement for more information.

Audit/Filings: An annual audit of APFA's books, procedures and compliance is held following the end of our fiscal year. This involves outside auditors on-site for two weeks each vear. An agency fee audit is conducted towards the end of the calendar year APFA's Accounting Department files tax reports in every state in which an APFA Representative resides. A Labor Management Reports Disclosure is generated resulting in the LM2 and the LM30 which is a mandatory report required by the government of the Union's expenditures and income for each Fiscal Year. The LM2 alone is over 100 pages in length.

Banking: We have several accounts with our bank including an investment account, savings account, the APFA Negotiations Fund (NNRF), etc. Each night, APFA's cash on hand is swept into an overnight interest-bearing account rather than just sitting idle. We monitor our restricted

and non-restricted investment accounts as well. The treasurer must ensure that the NNRF is properly funded according to the current headcount and dues structure in compliance with Board policy. Each year, the Treasurer's Department reviews APFA's accounts and investments with our bank and, if necessary, rebalance our allocations to maximize our interest income.

Member of Executive Committee

(EC), Board of Directors (BOD) and Budget Committee (BC): As a member of the EC I report quarterly on APFA's financials, Political Action Contributions (PAC) and the general fiscal condition of the Union. As a non-voting member of the BOD. I make recommendations for policy affecting the expenses of the Union. As Treasurer, I am charged with enforcing Board policy as it relates to the Reps' expense reports, vendor payments and other funds paid out. As head of the Budget Committee, I meet with the Budget Committee whereby a balanced budget is created that conforms with Board policy. When we are finally finished with the task, we've produced a notebook for presentation with a spine sixinches thick!

Advocate: Finally, the Treasurer - a Union Officer - is first and foremost a Union Advocate. This includes weekly meetings with the National Officers, strategy meetings with labor attorneys, Board briefings and trips to Washington, D.C., to promote FA-friendly legislation.

Has stepping up to the plate been a challenge? - You bet! Rewarding? Absolutely! Would I trade this experience for anything - No Way!



# **Wear Your Union Pin**



# It shows you're a proud member of APFA.

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# **Jill Frank Smoak Former APFA Retirement Specialist**

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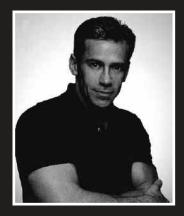
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