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## **REPORTS**

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# Of Past and Prologue...

"We find ourselves once again in a battle for our futures with an employer dead set on keeping us mired in the past."

n oft quoted saying attributed to French journalist Jean-Baptiste Alphonse Karr tells us "plus ça change, plus c'est la même chose." (The more things change, the more they stay the same.) Or to put it more simply, history repeats itself.

It was no less true almost three hundred years prior when William Shakespeare wrote "... what's past is prologue ..." Indeed, pick a language, pick an era, and you will find the same sentiment expressed in innumerable ways.

Universal truths are like that. We see it all around us. The current events transpiring between APFA and American Airlines form just one example. This issue of **SKYWORD** – Remember November – is much more than a nostalgic trip back 15 years. It is a reminder that the struggles faced by our membership then are not that distant after all. It is a call to our membership to unify in the face of a history repeating itself.

We find ourselves once again in a battle for our futures with an employer dead set on keeping us mired in the past. And to watch their behavior during negotiations, it's as if they haven't learned from their mistakes. Can we learn from ours?

Management suffers from a very short memory – or perhaps they just choose to forget. The five-day period beginning in the predawn of November 18, 1993 should have been an epiphany for the Company. But they still see it as a fluke. And by not learning from

their past mistakes, they are opening themselves up to another hard-learned lesson.

Every time we face the Company in negotiations, we bring with us the experience of those who have come before. We bring a panel of Union advocates – Flight

Attendants – who have lived and

toiled for years, maybe decades, under the work rules we seek to improve. Our team draws on this knowledge, a firsthand knowledge as deep as our membership is experienced. We come armed with labor attorneys and economists specializing in our work environment and our industry. We come prepared, not just with our grievances and our desired changes, but with real solutions to the problems we face day in and day out on the line, and the proposals needed to fix what is broken.

But time and again in negotiations, we face a company panel which is, to its own fault, a moving target of sorts. Their experience is rarely equal to our own. The rotating door at Employee Relations leaves them unaware of the intricacies of our contract, and always intent on "reinventing the wheel." They fall back on the folly of measuring everything by the bottom line without regard, nor the requisite skill, to consider the human element. If it cannot be quantified, then in the Company's eye, it has no value.

Laura Glading

APFA President

president@apfa.org

817-540-0108 ext. 8101

# Beware the mentality that the little things are trivial.

So what does this mean in the grand scheme of things? How can our membership draw on our past experiences in the battle today?

For one, beware the mentality that the little things are trivial. Other labor groups in other industries can frequently gather under one roof, chanting slogans in unison, in a display of their unity. Several crew members, on the other hand, staffing each of several hundred aircraft spread over thousands of miles at any given time have to choose a different way to show they are linked as one – that they speak with one voice – working toward a common end.

We show this through what may appear on the surface to be insignificant – a bag tag insert, a hang tag for our ID card, our union pin on our lapel. In 1993, it was the "Turn It Around" bag tag campaign of "We Are Willing; We Are Able; We Are Ready." It was the "Unity Pays" emblem and "My Negotiating Team Speaks for Me."

Today, it is "Decline! | Resign!" and "Mobilize to Maximize." The words may be different but the underlying message is the same. When you receive these items from your Union and your Negotiating Team, you have a choice. Regardless of whether you think it is too little, or too much, you have a choice. You can join, in unity, and display your solidarity through these symbols, or you can leave them aside and feed the Company's skewed view.

In 1993, management made the mistake of relying on their own delusional analysis, willingly blind to what was right in front of their eyes. They chose to give weight to those in our ranks who elected, for whatever misguided reason, not to join in our common, unified purpose. Call it what you will: hubris or chutzpah, arrogance or ignorance.

But consider that had there not been those who turned up their noses at the call for solidarity, fed management their own selfish view, the Company would have taken us more seriously and would have bargained in good faith. Instead, AA was falsely confident the Union had insufficient support among its membership. In doing so, the Company bet on the wrong horse and for five days, we brought them to their knees.

This **SKYWORD** should be a wake-up call to those who think our efforts are fruitless or weak or insignificant.

Consider your choices. Though we may have differing views on the goals to achieve or how to achieve them, when it comes to standing together in a display of unity – side by side with your fellow Flight Attendant, there are but two choices. There is the Union ... and there is everything else. We rallied before around common themes and we are laying this groundwork again. With the support of all our members we will demonstrate to management that they should take heed, lest the past become prologue and "Remember November" become "Reenact November!"

**ARE** Section 6 **HERE Openers Direct Negotiations Under Section 6** Request for **New Contract** Mediation Mediation **New Contract Impasse Proffer of Binding Arbitration** Binding **Binding Arbitration Rejected Arbitration Accepted** 30 Day **New Contract** Cooling-Off Period Self Help (Strike/Lockout)

**Preparations** 

for Negotiations

WE

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Les Guêpes, January 1849

ii The Tempest, act II, scene i, lines 253–54

# You Be the Judge

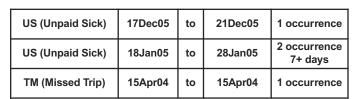
y column this month will be devoted to an attendance termination which occurred under the Company's attendance control policy in place prior to August 1, 2008.

Flight Attendant Colleen Syck was an LAX based Flight Attendant with 25 years seniority.

On January 4, 2006 The Company issued a Final Advisory which stated:

"On March 10, 2004, you were placed on Pre-Termination. A Termination Conference was conducted with you on December 12, 2004 and again on July 15, 2005. During both meetings you were given clear expectations of what is expected regarding your attendance. Since your Pre-

Termination Warning Letter, your attendance record reflects:



"Your overall record indicates that you are not meeting those standards and expectations as set forth in the Flight Attendant Attendance Policy. The attendance policy outlines that once the Pre-Termination Warning Letter has been issued, one or two additional chargeable occurrences may progress a Flight Attendant to termination for unsatisfactory attendance.

"Therefore, in accordance with the Flight Attendant Attendance Policy, this is to advise you that your employment with American Airlines is hereby terminated, effective January 4, 2006."

APFA grieved the termination and the resulting dispute was submitted to the System Board of Adjustment. The hearing was held on December 6 and 7, 2006.

The issue for this case is:

Was the termination of Colleen Syck for just cause? If not, what should the remedy be?

#### **Company Position:**

The Company says the grievant failed to live up to the expectations set forth in the Flight Attendant Attendance Control Policy. Despite repeated counseling, and even following her receipt of the explicit Pre-Termination Warning Letter, Colleen Syck continued to be excessively absent. The Company requests that the grievance be

According to the Company's Attendance Control Policy "one or two" additional absences after being placed on the Pre-Termination



**Brett Durkin** APFA Vice President vp@apfa.org 817-540-0108 ext. 8111

status could lead to immediate dismissal. The Company claims there were four subsequent absences and that Flight Attendant Syck's supervisor, Ima Stricht, tried repeatedly and continuously to counsel and assist the grievant in bettering her record, but to no avail.

In a letter to Flight Attendant Syck dated March 10, 2004, which placed her on Pre-Termination status, Flight Service Manager Stricht included a handwritten comment on the form which stated:

"I will reduce the duration of the Pre-Termination from two years down to six months if there [are] no additional chargeable occurrences."

The Company contends that it was a good offer that was voided by a Missed Trip on April 15, 2004.

Without dispute, Ms. Syck's attendance record was sufficiently poor to have earned her a Pre-Termination Warning Letter that warned, unequivocally, she was skating on very thin ice.

#### **Union's Position:**

The Union maintains the Company miscounted the absence events and misapplied a variety of regulations that would, if properly applied, have resulted in all absences being considered non-

By agreement between the Company and Union, effective in 2005, a Missed Trip was to be regarded as a performance, not an attendance, issue. Therefore the Missed Trip should be excluded from Flight Attendant Syck's record. The Union contends there was no cause for the termination and requests that Flight Attendant Syck be reinstated with full seniority and full back pay.

In addition, Flight Attendant Syck notified her Flight Service Manager that she would be filing for Intermittent Family Medical Leave for the January 18-28, 2005 occurrence. Ms. Syck's FML was denied because it didn't qualify for a "Serious Health Condition". In addition Ms. Syck's physician designated three days, January 18-20, 2005 for the occurrence. Since Ms. Syck was out for 11 days, the Family Medical Leave she submitted didn't cover the entire occurrence. As a result the absence counted as a two-count occurrence because it went over seven days. Flight Attendant Syck didn't phone "Call-a-Nurse" because she assumed the Family Medical Leave would be approved. The Union maintained that consideration should be given to excuse this absence because it was medically substantiated by a physician.

In December 2005, Flight Attendant Syck was absent again. Once more she attempted to qualify the absence under the FMLA mechanism. Her application was rejected this time because she fell short of the required 504 paid productive hours necessary to qualify as eligible FMLA considerations.

The Union says the Company failed to credit Ms. Syck properly for time she was out as a result of an injury on duty. APFA concedes that normal injuries on duty (IOD) are not counted toward "paid productive hours", though when such an injury accompanies an aircraft accident those hours are countable and should have been considered in Ms. Syck's case.

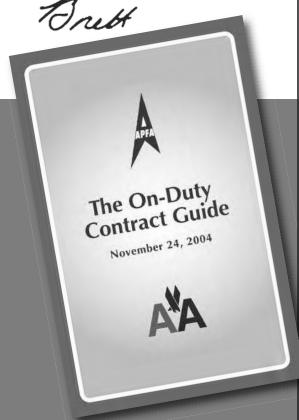
In May 2005, Flight Attendant Syck was injured when a catering truck struck the main cabin galley door of her aircraft, where she was performing pre-flight duties causing her to miss eight weeks. The aircraft was taken out of service.

The Collective Bargaining Agreement states in 26.E

#### **OCCUPATIONAL INJURY OR ILLNESS**

- 2. Incident Resulting in Fatality and/or Substantial Aircraft Damage
- a. A Flight Attendant who is assigned to a Company operated aircraft that is involved in an air accident resulting in:
  - (1) a single fatality without substantial aircraft damage or
- (2) one or more serious injuries with substantial aircraft damage, or
- (3) complete aircraft destruction in the absence of fatalities, and as such sustains injuries or disabilities as a direct consequence of the event that prevents her/him from returning to active duty will be entitled to the provisions of 26.E.1.a. above.

The provisions of Article 26, which additionally specify pay continuance, should have applied to Flight Attendant Syck and therefore she would have had over 504 paid productive hours.



#### THE ARBITRATORS AWARD:

While the Union refers to Article 26, what is clear from the language of the provision is that the intent of the parties was to extend salary continuation to employees who had suffered injuries during a catastrophic event.

Article 26.E speaks to "Occupational Injury Under Exceptional Circumstances" including forced landings, rough air, passenger assault, hijacking and sabotage.

This contract segment is inapplicable to the facts in this case. The aircraft damage was markedly limited with a door slide impacted and the plane was taken to Tulsa for repairs.

The FML I Arbitrator discussed in her award the implications of Articles 26, Injury on Duty and its relation to FML eligibility. That award grants paid productive hours for IOD's that are covered under 26.E of the Collective Bargaining Agreement.

The question before the Arbitrator in the case of Flight Attendant Syck is whether the circumstances encountered by her properly qualify under Article 26 at all.

It is the determination of the Arbitrator that they do not.

Ms. Syck compiled a seriously deficient attendance record and, unfortunately, had run out of options. Despite the ominously clear pre-termination step and her supervisor's earnest attempts to assist in dealing with her attendance problem, the grievant appears to have been unwilling or unable to respond to the demands of timely and consistent attendance.

Under the circumstances, the finding must be that there was just cause for her dismissal.

For these reasons, the grievance must be denied.

# Carry your On-Duty Contract Guide

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# Your Vote is Your Voice

ur Nation has elected a new President. For many reasons, I am personally glad it is over. This campaign season seemed to go on ad infinitum. I will not miss the negative TV ads, the littering of the landscape with signs, the emails or the never-ending debates. But, I can assure you of one thing I am going to dearly miss: Saturday Night Live. You betcha!

Voting is such a privilege on any level, whether it be for President of the United States, the Mayor of your town, or your Union leadership. Your right to vote should never be taken for granted. I hope all of you exercised your right on November 4th. I also hope you continue to vote when you have the opportunity to voice your opinion at your union level.

One of my responsibilities as APFA Secretary is to oversee the National Ballot Committee (NBC).

The NBC is charged with the daunting task of protecting and preserving the right of every APFA member to vote and to have her/his vote counted in accordance with the APFA Constitution and the democratic principles on which that Constitution is based. Simply put, the NBC is your Union's Election Officials.

The committee is made up of 11 politically neutral professionals who are required to uphold the highest standards of honor and integrity. They sign a declaration to guarantee it.

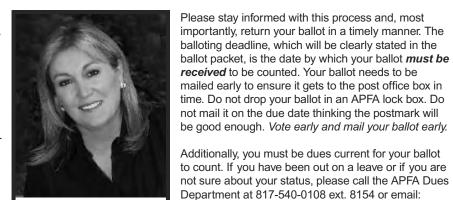
Included in this SKYWORD are the Notifications of Willingness-to-Serve (WTS) prepared by the NBC. The WTS is the first step that begins the process of electing your base representation – your base chair and vice chair, and, in this election cycle, Ad Hoc place number 5 on the APFA Executive Committee.

Many of your fellow colleagues will be stepping up to the plate by submitting a WTS thereby placing their names in the running for these leadership positions. Doing so is not easy. Taking on this type of leadership role takes countless hours of your time, both professionally and personally, not to mention a lot of commitment and dedication, especially during times like these.

Past contributors to **SKYWORD** – Officers and Editors – have explained the organizational structure of the APFA, usually in conjunction with base representative elections. It remains an ideal time for this review.

- The Board of Directors (BOD) is the governing body of APFA. It is made up of the eighteen Base Chairs and the four National Officers. Only the Base Chairs (or Vice Chair, in case of absence) have a vote on the Board. In the event of a tie during a vote, the APFA President casts the tie-breaker vote. The eighteen base chairs are known as the Voting Board.
- The Executive Committee (EC) is made up of the four National Officers and five Ad Hoc Members. Ad Hocs are elected by the voting Board of Directors. The EC takes care of routine APFA business and meets four times a year. The Ad Hocs also serve as members of the Grievance Review Committee.

There has never been a more important time for you to care about your Union. Your vote is your voice. Please consider using it. Historically, approximately 50%, or half our membership, never even return a ballot. I would love to see that historical percentage blown out of the water.



**Denise Pointer APFA Secretary** secretary@apfa.org 817-540-0108 ext. 8121

"If you don't make things happen then things will happen to you."

- Robert Collier

cannot do it alone.

Our Negotiating Team is prepared and is well aware of what lies ahead. They have spent months building an arsenal to be used when they go into battle. They have well thought-out plans and have one simple goal – to obtain a solid contract that will ensure improvements to the quality of our lives. We fully expect to win the battle but we

easy, they are delusional.

dues@apfa.org. If you have any questions about the

balloting or the election process, the National Ballot

Committee will gladly answer your questions. Email: ballot@apfa.org or call 817-540-0108 ext. 8311.

One final thought ... our negotiations are in full

swing. Our collective, professional futures are

facing a multitude of unprecedented challenges.

If anyone tells you that the negotiation process is

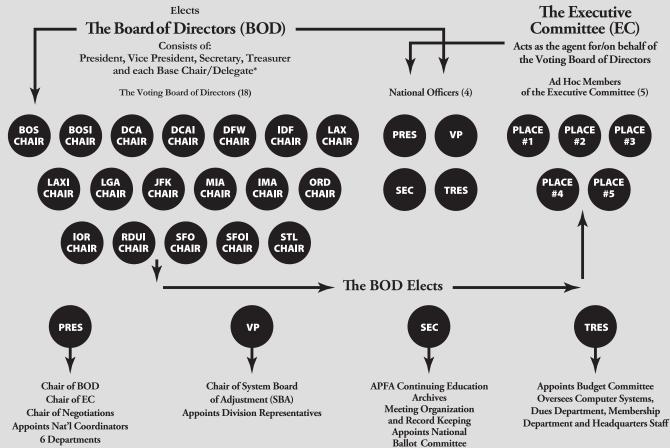
This battle cannot be launched, fought, or won without every single one of us joining forces and working as a unified force. I know this membership can do this. I've seen the photographs, I've watched the videos, and I've read the newspaper articles from November of 1993. I may not have been around in 1993, but I can still feel the spirit that lingers in the people I work with everyday.

Right now is not the time to be focused on internal disagreements or differences in political philosophies. We need each other and your Union needs your help just like it did in 1993. What can you do right now?

- Join the InfoRep Program log on to APFA.org and fill in the form online, email your Base Chair or email: InfoRep@apfa.org.
- Stay informed and don't spread mistruths. Not sure about something you've heard? Email: InfoRep@apfa.org and ask for clarification. Know and share the facts.
- Get involved on any level.
- Wear your union pin and APFA-issued ID hang tag. Need one? Email: member@apfa.org.
- Know your contract and your legalities and then abide by them.
- Document problems and forward to your Base Chair.
- Visit www.apfa.org frequently. Consider making apfa.org your homepage.
- Keep your email address current with APFA. In the coming months, communication with our membership will be critically important. Email: member@apfa.org.
- Communicate your opinions to your Negotiating Team. Remember, they represent you. Email: negotiate08@apfa.org.

Now, more than ever, we need to make a concerted effort to be there for each other - in Unity and Solidarity.

#### **APFA MEMBERSHIP**



Treasurer's Report

# "Excuse me while I steal something..."

bet you never expected your union Treasurer to say something like that. Don't worry. It's not what you think. I'm stealing former APFA Treasurer Jack Barnett's phrase: "Unity Pays. It also costs."

It's no secret. Negotiations are expensive. We have our constitutionally mandated team of negotiators, professionals (like lawyers, economists and public relations experts), mailings and campaigns, all working like an orchestra playing cohesively in perfect harmony to deliver beautiful music to the membership. But this doesn't come cheap.

Our last negotiations cost over seven million dollars over several years. That figure can go even higher in today's dollars depending on the length of the process, especially when adjusted for inflation. We are very hopeful that negotiating a contract will not take that long this time.

The increased cost of living, higher taxes, growing insurance costs and inflation aren't taking a recess while we wait for a raise from our employer. We need help now and not after a protracted battle. We can't wait that long. We are aiming to give you relief as soon as possible.

The APFA as an organization – experiencing dwindling membership numbers and increasing demand on our institution for services – also faces similar challenges, real and immediate, from every angle. The good news is that we have a membership which is active,

savvy and resourceful. We proved as much 15 years ago. And, let me be perfectly clear to anyone in management who gets their hands on this publication and reads it. Today, just as then: We are Willing; We are Able; We are Ready.

Now, let's be frank. I know some of you have lost faith in our union.

I, too, have seen our union make some mistakes. However, as my uncle once told me, "You should measure a man not for the mistakes

he makes, but on how he corrects them."

Juan Barrera APFA Treasurer treasurer@apfa.org 817-540-0108 ext. 8131

Now is not the time to dwell on what's wrong, or what we didn't do. It is a time to come together as a union – the same one which rose up in 1993 – and rectify what is wrong with our Collective Bargaining Agreement.

Much has changed since 1993. We are a different group of people with different wants, needs, desires and expectations. We are also a different kind of union today. We are much smaller and leaner, but savvier and more resourceful than ever. In fact, we have been doing so much more with so much less.

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#### (Treasurer's Report cont.)

We have been facing, and will continue to face, an airline giant - a soulless corporation which, with unlimited resources at their disposal, decimates ours with reductions in force. Since our last negotiations, our ranks have decreased by over seven thousand dues paying Flight Attendants.

Your elected leadership of this Union – the Board of Directors – has come together in an unprecedented fashion, to ask the membership for a dues increase. We are committed to bring you an industry leading contract, but it takes more than the will of the people or the simple desire to have it. It takes money to make money.

The number one function of any union after it has been formed is to negotiate a contract with decent wages, benefits and protections from the potential abuses of an employer. In facing our employer, until very recently the largest airline in the world, these negotiations will be like no other. And as it's been said, "when you scratch the bear, you better bring a big stick."

Our stick? Resources! We must engage each and every resource we have at our disposal to achieve our goal of fairness, not only for us, but for every airline worker and for the middle class of America. We must mobilize and educate ourselves to effect change in Washington and pressure Congress to enact laws that are beneficial to our workforce and our families. And we must face the reality of our financial constraints.

A handful of you have called to ask what we are doing here at APFA headquarters to share the burden and eliminate some of the costs. I welcome ideas and will continue to answer emails and phone calls personally whenever possible. In fact, we have implemented some good suggestions we've received, not only from our membership, but from our own staff here in the building as well. We have looked into everything from replacing light bulbs that consume less energy, to renegotiating vendor contracts, to unnecessary trip removals at every level of our structure. Nothing has been immune from being cut and everything continues to be examined. We do this while trying not to affect the services we provide here at APFA.

No matter who would have been elected to this office, she or he would have found the same numbers that we found and would have been faced with the same challenges we face. The numbers don't lie. It is plain and simple: due to significant reductions by our employer, there are significant reductions to our income.

The leadership of your Union did not did not decide in a vacuum to send the membership a request for dues increase. The decision was painful and difficult to make. We know what's happening out there. We are reminded everyday by our members. We are asking the membership for a small sacrifice in order to achieve greater things guicker. We need this contract sooner rather than later.

We have been down this road before. We have faced many demons. This time is different; this climate is different; our Flight Attendants are different and up to the task. We are APFA Flight Attendants.

We must do this for our careers. We must do this for our families. We *must* do this for our industry brothers and sisters.

We must do this for ourselves. We must Mobilize to Maximize.

#### APFA SPECIAL CONVENTION - BOARD OF DIRECTORS MEETING **OCTOBER 21-22, 2008**

Resolution: #8

Maker: Masterson (IDF)

O'Kelley (DFW) Second:

10-22-08 Date: Time: 1929

STATUS: PASSED YES: 18 NO: 0

WHEREAS, under Articled III, Section 3.L of the Constitution, the Board of Directors has the authority to review APFA's dues structure; and

WHEREAS. Article IV. Section 1.D of the Constitution provides that no increase in dues shall be put into effect unless ratified by the membership; and

WHEREAS, APFA's expenses have been increasing steadily; and

WHEREAS, as a result of downsizing by American Airlines, the number of dues-obligated members has decreased significantly; and

WHEREAS, APFA is engaged in negotiating a new collective bargaining agreement that is critical to the future of our members; and

|      |              | I IES | l NO l |
|------|--------------|-------|--------|
| BOS  | McCauley     | /     |        |
| BOSI | Vargas       | /     |        |
| DCA  | Prayon       | /     |        |
| DCAI | Gale         | /     |        |
| DFW  | O'Kelley     | /     |        |
| IDF  | Masterson    | /     |        |
| LGA  | Hodgson      | /     |        |
| JFK  | Casadey      | /     |        |
| LAX  | Nikides      | /     |        |
| LAXI | Ransom       | /     |        |
| MIA  | Washbish     | /     |        |
| IMA  | Trautman     | /     |        |
| ORD  | Breckenridge | /     |        |
| IOR  | Moehring     | /     |        |
| RDUI | Turley       | /     |        |
| SFO  | Salas        | /     |        |
| SFOI | Ross         | /     |        |
| STL  | Hunter       | /     |        |

WHEREAS, the negotiations process is extremely expensive;

BE IT THEREFORE RESOLVED, that a referendum shall be put out to the membership in early 2009 to increase dues by \$2.50 per pay period, to be applied exclusively to negotiations-related costs through the third month following ratification of the new contract; and

BE IT FURTHER RESOLVED, that this increase shall go into effect no earlier than March 1, 2009; and

BE IT FURTHER RESOLVED, that beginning with the fourth month following ratification of the new contract, dues shall be reduced by \$1.00 per pay period and the remaining \$1.50 per pay period of the 2009 dues increase shall be used as part of APFA's General Treasury; and

BE IF FURTHER RESOLVED, that a \$1.00 per pay period dues increase shall be reinstated effective the last full month before 180 days prior to the amendable date of a contract. That increase shall be applied exclusively to negotiations-related costs, and shall remain in effect until the fourth month following ratification of the contract.

#### Communications

# Frank Bastien National Communications Coordinator Communications@apfa.org 817-540-0108 ext. 8308 Oh, what a night... mid-November back in '93...

It was just one of those overwhelming senses of: this is something we have to do, as a group, as a Union.

kay, so now you have that infectious tune from The Four Seasons mega-hit stuck playing in your head – my apologies. But, hey - "oh, what a night" that truly was! The start of our strike against American Airlines is the reference, of course -- the five-day period, November 18-22, seared into the memory of anyone who took part. It seems both a fresh and a distant memory at once, as recalled momentous events often are.

My strike story was probably as typical as the thousands of others out there. Based at IOR during that era (at what seniority do we begin referring to "eras" in our careers?) and commuting from Seattle, I was part of the crew on a Brussels bid line. Negotiations between APFA and AA had grown increasingly contentious. During the several weeks leading to the strike I'd spent more than a few stints walking the informational picket lines both at ORD and SEA. (One of my favorite picket-sign slogans of the time: American Airlines - Something Specious in the Air).

When the strike deadline date was announced earlier in the month, the entire crew began individual preparations for an inevitability that seemed so fanciful months before but could now very well occur right in the middle of our third trip that month – and overseas to boot. We were, after all, scheduled on a three-day, Wednesday through Friday, November 17-19.

Some of our musings (read: worries):

How will we find out what happens at the bargaining table? -- We weren't landing in Brussels until late morning. (The pilots were passed the message; and the arrival agent looked pretty grim, though resigned, given her European familiarity with transportation strikes.)

Will we be thrown out of the layover hotel? (No we weren't, though the hotel refused to reserve rooms for those of us who needed or wanted to stay another night.)

How will we get home? (Some Flight Attendants on my crew, with family nearby in Belgium or Holland, remained in Europe until the strike ended. The others had come prepared with tickets home, or as close as they could get, on other airlines. I'd bought a ticket on BA and NW, via LGW and MSP to Seattle.)

Could we non-rev back on other carriers? (Typically, no – at least not as an AA employee. Some freight carriers were reportedly allowing jump seating.)

What will we find when we get home? (I managed a ride with a fellow striker's roommate from SEATAC airport to the employee lot, as the airport was not permitting us onto the employee parking shuttles.) What will happen to our jobs? Our futures? Our families?

To those last questions, I cannot even recall my specific thoughts at the time. It

was just one of those overwhelming senses of: this is something we have to do, as a group, as a Union.

Each of us in the days before the deadline worked through the possibilities and the fears. We talked to each other, supported each other, offered suggestions and made plans. Once in Brussels, I and two other Flight Attendants from the flight booked a shared room at our previous lavover hotel. Our flights home were leaving the day after our originally scheduled work trip and we needed to stay the extra night.

As fate would have it, my BA flight on Saturday the 20th departed from the adjacent gate to AA's. An AA 767 was there, just minutes from departure. I could see pilots in the cockpit. But there were no passengers in the lounge, no baggage carts, no catering trucks, no agent. For those of you who lived through it, that was AA's answer to our strike at the time: "dig hole, stick head in sand, keep flying like nothing is wrong." Brilliant.

They behaved during the strike – like they couldn't believe it was happening – precisely like they behaved before the strike – like they didn't believe we would do it.

And so, fifteen years later, it seems to be coming around again. Some things have changed, some have not. Communication is easier: cell phones, email, texting, Internet. But it is also easier to fall into the trap of complacency, of believing AA surely won't - just cannot – let this happen again.

Of course, no one wants to be forced to take this ultimate step. We have a right to expect that our employer will deal with us fairly, and bargain in good faith. But management's actions have shown that their first loyalty is to themselves. Most of those from the Company who were here in '93, who had the power to deal then, are long gone. But we have remained. We face today some of the same issues and confront some of the same obstacles toward reaching an agreement. And yes, we may – just may – have to take the same actions. Will we be willing, able, and ready, like in 1993?

We have to be! The attitude of "just wake me when it's over" will not work. The "little Union that could" in 1993 may indeed have to become "the little Union that does it again." We must be prepared that management's short-sightedness that led them to fail to take us seriously 15 years ago, may have left them blind to our unity and resolve still today.

For those of you who were not here in 1993, ask your coworkers who went through it to tell their stories. Ask them what they felt and feared and what drove them in solidarity to take that step and walk that picket line. Ask them if it was worth it and learn what unity can mean to us today.

For those who did live through it 15 years ago ... what was your strike story? Tell it loud and tell it proud. Go to the APFA web site and click on "My Strike Story." Share your experiences and read others' from that mid-November back in '93. Oh, what a night!

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# We Can Make It Happen by Rob Clayman, APFA's Negotiations Counsel for the APFA Negotiating Team

s described by the U.S. Supreme Court, negotiations under the Railway Labor Act can be an "almost interminable process." By one estimate the average time it takes to reach a new collective bargaining agreement is more than two years. We cannot wait that long.

The Restructuring Participation Agreement (RPA) became amendable over six months ago and we have not yet begun to negotiate over the key economic articles of the contract. The time has come for us to accelerate the pace of bargaining.

To do so we have established May 1, 2009 as the target date for reaching a tentative agreement that would be ratified by our members. By then the RPA will have been in effect for one year beyond its amendable date. If the Company is negotiating in good faith there is no reason that an agreement can not be reached by May Day, if not before.

To help ensure that we have an agreement by May 1, we advised the Company in a letter dated October 30 that we do not want to continue to bargain in Dallas where the proximity of our respective headquarters can at times undermine the focus of bargaining. Instead we proposed that beginning January 2009 the site of negotiations be moved to a different city where such distractions do not exist and all the negotiators will suffer the inconvenience of being away from work and home.

Currently, American's negotiators enjoy the benefit of returning to their homes each evening; while most of APFA's negotiators live in other cities and fly to Dallas each week. Leaving Dallas will level the playing field and create an environment where early morning and evening sessions are far more likely to occur. At a different locale bargaining will be everyone's sole focus.

As explained in our letter, if the Company refuses to agree to move the negotiations, then by December 15, 2008 we will ask the National Mediation Board to appoint a mediator. The purpose of mediation is to make negotiations more effective and productive. For example, mediators can play a pivotal role in overcoming impasses between the parties that are preventing agreements from being reached.

Unfortunately, in its response to our October 30 letter, management claims that it is too early to change the site of bargaining. Over the next several weeks we will reiterate our view that negotiations should be moved to a different city. In either case whether we leave Dallas or initiate mediation by the beginning of next year we will have taken a significant step towards reaching an agreement by May 1.

Selecting May 1, 2009 as a target date for achieving a new collective bargaining agreement, however, has to be far more than a mere announcement of our intentions. Making that deadline real and achievable will take the commitment and involvement of all 18,300 Flight Attendants.

Your APFA negotiators who sit at the bargaining table do not have the inherent power to get an agreement. However great our negotiating skills, however persuasive our arguments, however justified our proposals, the force that ultimately convinces management to reach an agreement is provided entirely by the Flight Attendants themselves. The degree to which they are unified and capable of showing their solidarity will determine the outcome of negotiations.

Between now and May 1 we will schedule membership actions which will give us opportunities to display the depth of our dissatisfaction with the status quo and our commitment to replace it with decent wages, benefits and working conditions. By the time **SKYWORD** goes to press, the first of these actions - Remember November - will have taken place. On November 18, Flight Attendants around the system will have engaged in informational picketing and meetings in operations to commemorate the November 1993 Strike and to remind us of what we can accomplish when we act

As was the case fifteen years ago, our collective strength, more than anything else, can propel us to an agreement by May 1. If we all participate, if we are all committed to reaching that goal, an otherwise interminable process will become one that yields a desired result within the next five months. We can make it happen.

# The Role of the National Mediation Board in Negotiations

he National Mediation Board (NMB or Board) is a federal agency whose role, as provided for in the Railway Labor Act (RLA), is to promote harmonious labor-management relations within the airline and railroad industries. The NMB is comprised of three members appointed by the President. Typically, two of the members are affiliated with the party of the incumbent President and the third member is affiliated with the other party. Currently, Read Van de Water and Elizabeth Dougherty are the Republican members of the Board, and Harry Hoglander is the Democratic member. Ms. Doughtery's and Mr. Hoglander's appointments expire on July 1, 2010. Ms. Van de Water, however, holds a recess appointment. Accordingly, shortly after assuming office, President Barack Obama will appoint a second Democratic member to the NMB.

One of the Board's principal responsibilities is to assist carriers and unions in collective bargaining. The NMB has four fundamental

duties regarding negotiations. First, it may appoint a mediator at the request of either party or on its own initiative. The mediator is an employee of the NMB and is assigned for the sole purpose of facilitating bargaining so that a consensual resolution is achieved.

Second, the NMB must regularly assess the effectiveness of mediation and if the negotiations are deadlocked. Where the Board concludes that mediation is no longer beneficial, it will offer binding arbitration as a means of breaking the impasse. If either party rejects that option, the NMB terminates the services of the mediator and releases the parties into a thirty-day cooling off period.

Third, during the cooling off period although mediation has officially ended – the Board may assign one of its three members to engage in what is commonly referred to as "super-mediation." If no agreement is reached at the end of the thirty-day period, the parties may engage in self-help – the union may initiate a strike or other economic

sanctions and the company may impose changes to the terms and conditions of employment.

Immediately before the parties have the right to resort to self-help, the Board's fourth responsibility comes into play. Under the RLA it may determine that the on-going dispute would "threaten substantially to interrupt interstate commerce to a degree such as to deprive any section of the country of essential transportation service." In these circumstances the NMB would recommend to the President that he appoint a Presidential Emergency Board (PEB). If the President accepts the NMB's advice he will appoint a panel of neutrals to investigate and issue a report which will include recommendations as to how to settle the negotiations. From the appointment of the PEB to thirty days following the issuance of its report, the right to engage in self-help is suspended and may only be initiated if after that time there is still no agreement.



#### Association of Professional Flight Attendants

Office of the President

October 30, 2008

Taylor Vaughn Managing Director **Employee Relations** American Airlines P.O. Box 619616, MD 5235 Dallas/Fort Worth, Texas 75261-9616

Dear Taylor:

A few weeks ago APFA proposed that negotiations be moved next month from Dallas to a different city in order to minimize the distractions caused by bargaining in the same locale as American's and APFA's headquarters. As we explained, in our experience, such a change has consistently resulted in far more focused and accelerated negotiations. Considering the extreme financial and personal distress Flight Attendants must endure as long as the terms and conditions of the 2003 CBA remain in place, we believe the parties have to make every effort to expedite these negotiations as much as possible.

Unfortunately, you rejected our request claiming that the proximity of our respective headquarters does not impede bargaining. We reiterate our strong disagreement but, in order to resolve this issue, we are willing to modify our recommendation. APFA would propose that negotiations remain in Dallas through the end of the year at which time we would move to a different city. By then, negotiations will have progressed to a point where either we are ready to discuss the more significant economic articles of the contract or we are still mired in resolving less substantive issues. In either case, a move to a different location will greatly facilitate and intensify bargaining. As we explained, by moving to a city where none of APFA's or AA's negotiators reside, we will create a much needed level playing field.

If we cannot reach an agreement on this issue, APFA's only recourse would be to apply no later than December 15, 2008, to the National Mediation Board for the appointment of a mediator.

I look forward to your response and a consensual resolution of this matter.

Laura R Glading

APFA President

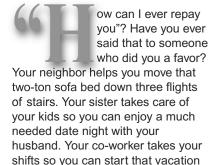
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# The Gift of Life – The Gift of Purpose

by Brenda McKenzie, DFW



in the Bahamas. You were so grateful that someone was willing to give a little of themselves in order to help relieve your discomfort. You feel indebted. How grateful would you feel if you were given the gift of life; if you were able to fulfill your purpose? Just ask Eric Hodgson (LGA) and Cindy Horan (DCA).

Eric and Cindy give a beautiful meaning to the concept of giving and receiving. In December of 2001, Eric went into full kidney failure. He spent the next seven years undergoing dialysis until an angel came to his rescue in 2008 with the greatest gift he had ever received. Cindy gave him a kidney. We had the chance to ask Eric and Cindy a few questions about their life-changing experience and the following is what they had to say:

## First, a little background. Eric, how long had you been in need of a kidney?

*Eric:* I went into full kidney failure in December of 2001. I just thought I had the flu but my roommate came home and I was near comatose on the couch. She rushed me to the hospital where I received my first dose of emergency dialysis.

# What is the normal process for someone in that situation? Is there a National Registry? Does someone search through private firms?

*Eric:* The national waiting list is called UNOS - United Network for Organ Sharing – and that is for a cadaver donor. The waiting time varies from city to city. Here in NY the wait is seven years. In Miami, however, the wait is only two years. Living donors can be anyone who wishes to see if they are a tissue match to you. There are private firms that will search for donors for you. Most of them are so cost prohibitive that they are out of reach to the average person. I was listed with Matchingdonors.com. They have been seen on 20/20 and Oprah as an incredibly free to low-cost source for both donors and recipients.

#### Had you known Cindy well before you two talked about this?

*Eric:* Cindy and I had known each other through the APFA Board of Directors as she was the DCA-I Base Chair and I am the LGA Base Chair. When you work closely in that type of forum you tend to become friendly. Cindy and I became friends almost the instant we met back in 2002.

OK, Cindy ... who brought up the subject? Did Eric just say to you at a Board Meeting "Oh by the way, I need a kidney?"

"I expect to pass through this world but once; any good thing therefore that I can do, or any kindness that I can show to any fellow creature, let me do it now; let me not defer or neglect it, for I shall not pass this way again."

— Emily Dickenson

Cindy: No, I remember Eric getting very excited because his name was put on the transplant list. He never once asked any of us to get tested or to help out. Back in October 2007 we had a Board Meeting in DFW and Eric said he had found a donor and was hoping the transplant would go through by Thanksgiving. At another Board Meeting in January 2008, I found out the transplant did not go through due to some medical history

on the donor's side. I asked Eric what his blood type was and realized we matched on that level. I then asked him for the information on getting tested. He said for me to email him if I was truly interested. I went home and talked it over with my husband and then got the information from Eric. I continued to discuss this with my husband until the APFA Annual Convention in San Francisco in February. That was when I made contact with the Transplant Department at Mount Sinai Hospital.

## How much did you know about the whole procedure before you really got serious about donating?

**Cindy:** I knew nothing about the donation procedure, except that a friend of mine had done the same thing for a co-worker and both of them were fine.

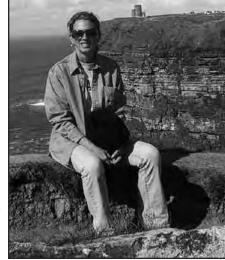
## Honestly, what was your thought process here? I am not sure I could have done it.

Cindy: I believe that we all have certain things in our lives that we are meant to do. For some, that means having children or taking care of a sick friend in their final days or volunteering at a hospital. For me, it was donating a kidney. My parents said they didn't know if they could do the same thing for someone and I said that it wasn't meant for them to do this. It was meant for them to have me and raise me so that I could do this. It truly was the easiest decision of my life. Some things are just meant to be and this was one of them.

## After you decided to see if you two were a match, what were the testing

procedures you underwent?

Eric: All of my testing procedures had already been accomplished. I simply had to have them redone annually to make sure there were no changes. I kept in close contact with Cindy and would pick her up at LGA and take her to Mt. Sinai for the various meetings and testing that was involved.



Cindy: I had an initial phone interview asking all kinds of medical questions. Then I was sent a kit that contained information on websites and a list of the tests I would have to take. I had blood workups to start with. If you had certain genetic matches then you went for an afternoon of meetings where you met with counselors, nutritionists, financial aid people and kidney doctors. Then there was the 24-hour urine test to make sure the kidneys functioned properly. If this was good, then there was a sonogram and MRI to check location of kidneys and to determine which kidney to take. The final step was choosing a surgery date.

## Did you have to have any counseling, or any psychological evaluation?

*Eric:* I did have a psych evaluation prior to being accepted into the transplant program. They informed me that I was a very good candidate for transplant.

Cindy: The counseling was near the beginning of the testing procedures. They just wanted to make sure I understood what could happen, good and bad. Eric could reject [soon after the transplant] or down the road, or we could not match up – and they wanted to make sure I could handle this. They also made sure that at no time was I ever offered money for the donation.

#### Did you have any second thoughts along the way?

*Cindy:* Never once did I have a second thought. I told Eric form the beginning that I always knew I was a match and that I would be his donor.

#### Did anyone try to talk you out of it?

Cindy: No. Everyone was very supportive. My parents were very nervous and asked a lot of questions, but always stood by me. My husband was wary of this – surgery in general is risky. But after he was able to meet with Eric, he realized that this was the right thing for me to do. He asked Eric what would be the one thing that would change in his life with a kidney donation and Eric's response was "I would be in no more pain." That was all it took for my husband.

## What were your emotions through this whole process? They must have been like a roller coaster.

*Eric:* I was trying not to get too excited. The year before, another co-worker and friend had volunteered to test. She made it through till the final test and was then found not to be a suitable match. My hopes were crushed and I wasn't sure I could handle that kind of devastation again so I was cautiously optimistic along the way with Cindy.

Cindy: I called Eric constantly to keep him up to date with the testing. I felt like a kid at Christmas waiting for Santa to bring my presents. I would call and we would both be crying because we were both so excited. I was never worried about anything before the surgery because I knew it would all work. My concern came after the surgery because it took a while for the new kidney in Eric to start working.

## So what happened on the actual day of the operations? Briefly, how is it all done?

*Eric:* We both showed up at Mt. Sinai Medical Center in Manhattan on June 24th at 5:30 a.m. We had already completed all the pre-admission work so we were ushered right into pre-op

and were given gowns to wear. Cindy and I waved at each other across the hall and actually had a picture taken just before we were asked to get on the hospital stretchers for surgery. Cindy was taken in first and her kidney was removed. About 30 minutes before the end of her operation they took me into a separate room, knocked me out and put her kidney in my body.

*Cindy:* Eric and I had to be at the hospital around 5:30 a.m. They took me back to a waiting area and did some blood work and put me in a gown. After a little while, I found out Eric was across the hall. He and I, along with my husband, mother and one of his

sisters, stood in the hall joking around. They finally took me up to a pre-op area and got me ready. Before they took me to the operating room, I got to say good luck to Eric and that I would see him after the surgery. I was out like a light for a couple of hours. During that time they made five ittybitty incisions for instruments on the right side of my



abdomen and about a 2-3 inch incision below my waistline. Once they were about ready to remove my kidney from the incision, they put Eric under and got him ready for his part of the surgery. A little while later I woke up in recovery. Before they sent me to my room, they wheeled me over to see Eric and we were able to check on each other.

#### What has the recovery period been like?

*Eric:* The first three months are the highest period for rejection. I had no rejection episodes and was pleased when the three-month period was up and the doctor told me that there were absolutely no abnormalities. Being home was strange at first. I couldn't drive, couldn't eat out or order food, couldn't lift, push or pull anything over 17 lbs. and had to monitor my blood pressure, temperature and weight on a daily basis. Everything is seen as a source of infection. I tell you, my house has never been that clean.

Cindy: I was in the hospital for two nights and then spent a week at my mother-in-law's so I could have a follow-up appointment with the doctor. He said I was good to go and I came home to Virginia. I started back running at three weeks and all other exercise at four weeks. I was off work for seven weeks. I was never on pain medication because I only felt discomfort and no pain – not even while in the hospital.

### What surprised you most about the entire process, start to

*Cindy:* I was amazed at how easy the whole procedure was from testing to recovery. Take my word on this, the dentist hurts more and I have a great dentist.

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#### What does it feel like knowing you have a donated kidney?

Eric: That is a very emotional question for me. I can never – ever - thank Cindy enough for the gift she has given me. I have no pain, no restrictions and most of all, no dialysis. My life is completely normal again. Not everyone gets to meet, see, touch and talk to their guardian angel. I can.

#### What would you say to anyone considering making this sort of donation?

Cindy: Do it! There is no need to be afraid. The person you donate to becomes family whether you know the person or not. This could be the greatest contribution you will ever make in your life.

#### Any final thoughts?

*Eric:* There are thousands and thousands of people young and old in the United States today who suffer from kidney failure. Kidney donation is the only way to cure this disease. I would urge everyone to become an organ donor. You may just save a life. And to anyone who is considering donating a kidney to a friend or family member and is wondering if they can, you'll never know unless you try.

Cindy: I feel privileged to call Eric my family. He has made me realize that life is too precious to waste on getting upset over the little things. In our business, we are constantly faced with stressful situations that in most cases we have no control over. Jump the hurdle and look on the positive side. We have our lives and that is more than some can say. Thank you Eric for giving my life purpose. I love you.

During Eric and Cindy's journey, a bridge was built that allowed them to cross over from friendship to family. They from restrictive treatments and pain, and another whose a result of the reduction in force. Eric continues to serve as the LGA Chair. He was also be able to return to flying as of November 1, 2008.

According to the Journal of the American Medical Association i, nearly 26 million Americans suffer from chronic kidney disease. Kidney disease is the ninth leading cause of death in the U.S. Thanks to over 50,000 living donors who have donated a kidney through the National Kidney Registry ii, thousands of lives have been changed. These donations have allowed their recipients to live longer, happier lives, free from the challenging routine of dialysis therapy, and free from

<sup>1</sup> The Journal of American Medical Association, May 14,

http://jama-assn.org

ii National Kidney Registry. Living Donors. www.kidneyregistry.org/living-donors.php

have realized tremendous medical success that improved the quality of life for two individuals: one who now lives a life free brave act of kindness will inspire countless numbers of people for years to come. Both continue to give of themselves to improve the lives of their co-workers as well as their neighbors. After several terms as DCA-I Chair, on August 31, 2008, Cindy returned to flying DCA (domestic) as

## **Post Scriptum**

On October 22, 2008, the second day of the APFA Fall 2008 Special Convention, LGA Chairperson Eric Hodgson put forth a resolution for consideration by the APFA Board of Directors: a resolution to establish the "Cindy Horan Humanitarian Award." After Eric spoke eloquently and emotionally on the topic, the resolution was adopted unanimously.

A second resolution nominated Cindy Horan (DCA) to be the first, and richlydeserved, recipient of this award named in her honor. Cindy will be presented with the award and commemoration at the APFA Annual Convention to be held in the spring of 2009. The excerpted text of the two resolutions is reprinted here. – Editor

WHEREAS, APFA has a long standing history of recognizing members for extraordinary acts and,

WHEREAS, APFA recognizes that such extraordinary acts include but are not limited to acts while performing the essential job functions of a Flight Attendant and,

WHEREAS, APFA currently has no recognition for humanitarian acts amongst our membership at large and,

WHEREAS, Section 2.I of the APFA policy manual allows for the awarding of special recognition to members at the annual awards ceremony and banquet,

BE IT THEREFORE RESOLVED. that the APFA Policy Manual Section 2 be amended to include Section I titled Humanitarian Award.

Section 2.I.1 the Cindy Horan Humanitarian

Section 2.I.1 (a) The Cindy Horan Humanitarian Award may be awarded to members who exhibit extreme acts of selflessness, outside of the flight attendant workplace.

Section 2.I.2 Nominations

Section 2.I.2 (a) Nominations for The Cindy Horan Humanitarian Awards may be considered during any meeting of the Board of Directors so long as the meeting is at least thirty (30) days prior to the next Annual Convention.

Section 2.I.2 (b) Nominations shall be for the Cindy Horan Humanitarian Award to be presented at the next Annual Convention.

Section 2.I 3 Voting of Awards

Section 2.I.3 (a) The Cindy Horan Humanitarian Award shall be bestowed by two-thirds vote of the APFA Board of

Section 2.I.4 Presentation of the Cindy Horan Humanitarian Award

Section 2.I.4 (a) Recipients of the Cindy Horan Humanitarian Award shall be presented with the award along with a written commemoration of their Humanitarian act at the Annual Convention in the year following their nomination and confirmation.

WHEREAS, the APFA Board has now created the Cindy Horan Humanitarian Award, and

WHEREAS, Cindy Horan has performed an extreme act of selflessness for a fellow human being.

BE IT THEREFORE RESOLVED. that Cindy Horan be the first recipient of the Cindy Horan Humanitarian Award.

Dear Fellow Flight Attendants,

I am writing to you to raise your awareness of Human Trafficking.

Sadly, every year thousands of young women and children are taken, kidnapped, or coerced into a world of exploitation and torture. They enter various destination cities in the U.S. and around the world by trains, cars, and planes. Each year an estimated 18,000 innocent victims enter the U.S. and over 300.000 children are trafficked within our own borders.

Child Sex Tourism is on the rise in spite of the efforts of the U.S. Government, Non-Governmental Organizations and efforts of the global community. The fact is, this is a big business and children are the commodity. This is a \$32 billion industry second only to drug trafficking.

In my 37 years of flying, I have encountered situations that did not seem right. These are just a few examples. An 18-year-old boy traveling domestically with a two day old baby. No diaper bag, no clothes, one bottle, and two diapers in his pocket. He says he is taking the baby to see his mother. His girlfriend could not make the trip. I called the police on landing but he was long gone by the time they got there.

In a departure lounge, a man and woman had a 3-year-old girl between them crying for her mother. The man turns to the woman and tells her to make the child shut up. I called the police.

On our Moscow trip we have young girls excited to be coming to the U.S. because they are going to be models and work on TV. Through the interpreter they tell us after landing in Chicago, they have to take a bus to NYC. The truth is the girls are not going to be models; they are to be forced into the sex trade.

This is modern day slavery. We as Flight Attendants are in a position to help these girls and others before they become victims.

Most of you have similar stories, but did not know what you were seeing. I have been doing volunteer work for a 501(c)(3), non-profit group called Innocents At Risk established in 2005. They have a public-private partnership with the U.S. Department of State and a vast number of government and non-government agencies to raise awareness of Human Trafficking. Together we believe that Flight Attendants can be a first-line defense against this modern day

A national hotline number has been established. 1-888-373-7888. I urge you to carry this number in your wallet. If you suspect a situation that does not seem right, this number is a tool you can use to report situations that do not look normal. You do not have to give your name. You can help build an information base by reporting what you see and by calling 1-888-373-7888.

Our travel industry can play a major role in identifying and preventing the most challenging human rights abuse of the 21st century. For more information about Innocents At Risk and how you can help, please contact Deborah S. Sigmund, Founder, dsigmund@eoc.net.

Innocents At Risk 1101 30th St. #500 NW Washington, D.C. 20007 202-625-4338 Fax 202-625-4363

In addition, I would be happy to answer any questions. (Email: communications@apfa.org and your request will be forwarded - Editor) Together we can stop this human tragedy.

Sandra Fiorini, IOR

Editor's note: The following letter to Flight Attendant Barbara Weisenburger, IOR, concerns a topic she wishes to share with all Flight Attendants. We agreed that it was important enough to print here. - FB

Dear Barbara,

I need your help!

I have spent my whole career working to eradicate breast cancer but I am getting very frustrated that we still don't know what causes breast cancer or how to prevent it.

What little was being done was being done on rats and mice. When I talked to scientists and asked why, they told me that rats are easier and besides they did not know how to find women willing to give their fluids, tissues, information for research. So I decided to help them.

I paired up with the Avon Foundation to form the Love/Avon Army of Women. We are going to recruit a million women nationwide who are willing to participate in clinical research by donating tissue, blood, saliva, urine, ductal fluid ... whatever the researcher needs for their breast cancer study.

This is not a fundraising program nor is it another walk, run or pink event! Those are all great but if we are going to stop breast cancer, we need to go further than that and become part of the solution.

We are not going to collect tissue for a bank or even information for a database. Instead, we are collecting the names of women who are willing to give researchers exactly what they need when they need it.

It is a "just in time" operation establishing a pool of women who are open to looking at different opportunities to be part of a breast cancer research study.

Funded scientists will come to us needing a particular type of woman in a particular place: for example "1000 women who are

postmenopausal and never took hormones but have taken NSAIDs for at least ten years and are willing to give blood and ductal fluid in Detroit." We will review the project and then put out the call to our million women and let them RSVP if they fit the bill and are willing to be part of it or pass it on to a friend or family member who might fit the criteria. If the researcher can obtain what they need themselves then we will just send the recruits to him or her. If not we will have the women go to one of our centers where the specimens will be collected and shipped to the scientist. We will be the eHarmony for research and, like eHarmony, women in the Army will be able to choose whether they want to respond to any particular request. We also will be fostering a partnership between the women and the scientists through webcasts explaining the study as well as the aggregate results of the project.

In order to find the cause of breast cancer and learn how to prevent it, we need ALL women to be part of the research: breast cancer survivors, high risk women, women with no risk, all ethnicities and anyone over 18.

For this reason, we are reaching out to all the women's organizations we can find for help. We would like to invite you to become an affiliate of the Love/Avon Army of Women.

Our goal is a million women willing to go Beyond the Cure to finding the cause of breast cancer and I need your help to get there.

Thank you for all you do and all we can do together,

Susan Love MD

Love/Avon Army of Women www.armvofwomen.org

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## **Base Representative Election Process Begins**

Chairperson APFA National Ballot Committee

The nomination process for electing all Base Representatives for the two-year term of office beginning April 1, 2009, has begun with the mailing of the Willingness-to-Serve Notification (WTS) found in this issue of **SKYWORD**. This WTS is to be used for self-nomination or when nominating another member in good standing for any Base Representative position.

Per Article VI, Section 1 of the APFA Constitution:

- Any active member in good standing may self-nominate for any office or elected position with the APFA.
- Any active member in good standing may nominate another active member in good standing for any office or elected position with the APFA.
- Any active member in good standing may be nominated by another active member in good standing for any office or elected position with the APFA.

Each Base Council consists of a Base Chair, Vice Chair and Operation Council Representatives (OCR). The Base Chair and Vice Chair are elected by the membership of the base at large. Each base is also entitled to one OCR for every 100 members or fraction thereof who are stationed at the base. (Please refer to the OCR chart for number of available OCR positions at each base.) For example, if a base has 950 flight attendants, there are 10 OCR positions available. If 10 eligible members in good standing submit WTS notifications for the OCR position, all 10 members will be duly elected (they assume the position without an election). However, if 11 members in good standing submit a WTS, there will be an election for the 10 available OCR positions. If only 8 members in good standing submit WTS notifications, there would be 2 vacancies in the OCR position. Section 14, of the APFA Policy Manual states that if a vacancy on the Base Council exists, or if not enough Willingness-to-Serves are received, the Base Chair may fill the vacancies by appointment. A Base Chair may appoint additional individuals (over and above the allotted one for every 100 members at the base) to assist the Base Council to meet the needs of the membership; however, such individuals may not exercise a vote on matters brought before the Base Council.

Candidates for Base Chair or Vice Chair may run simultaneously for an OCR position. If the candidate is duly elected to the Chair or Vice Chair position, their WTS for OCR will automatically be withdrawn. If there is an election for both positions such as Base Chair and OCR or Vice Chair and OCR, and the candidate is elected Base Chair or Vice Chair, votes cast for that candidate in the OCR position shall not be considered.

If only one member in good standing returns a timely WTS for the Chair and/or Vice Chair positions at a given base, that member will be duly elected. However, if more than one member submits a WTS for Chair and/or Vice Chair, ballots will be mailed to the members at that base on January 27, 2009. Ballots must be returned to the designated Post Office box by 9:00 AM Central Standard Time on February 26, 2009.

If you plan to nominate another member for Chair or Vice Chair, try to include as much biographical information as possible on the WTS you submit, since nominated candidates may not submit additional biographical information after the Willingness-to-Serves are due. Also, the nominator may write the personal statement on behalf of the individual they are nominating.

For more information regarding the duties and responsibilities of the Base Representatives, refer to Article III, Sections 7 and 8 of the APFA Constitution. If you have any questions regarding the balloting process, please feel free to contact the National Ballot Committee at 817-540-0108, extension 8311.

Some rules to consider when submitting a Willingness-to-Serve Notification:

- A candidate for Base Representative must be based at the base that s/he applies to represent as of the date that ballots are mailed to the membership which, for the purpose of this election, is January 27, 2009.
- · A candidate for Base Officer Base Chair or Vice Chair - may run for only one position per election, that is, either Base Chair or Vice Chair.
- Candidates for either Base Chair or Vice Chair may run simultaneously for an OCR position, but they may not hold both positions simultaneously.
- · Candidates who wish to run for Base Chair/Vice Chair and OCR must submit a separate WTS for each position.
- All candidate biographical information is optional.
- There are no corrections made to spelling, punctuation, grammar, capitalization, intent or content of the information submitted on a WTS.
- · The NBC will make no attempt to verify the truthfulness of information supplied by a candidate per the APFA Policy Manual.
- · It is the responsibility of the candidate to inform each reference that their name will be printed in the ballot packet.

The Labor Management Reporting and Disclosure Act requires that all union officers, including members of executive boards or similar governing bodies, must be elected by a secret ballot. The act provides a choice for some types of unions between direct elections by the members and indirect elections by delegates or officers representing the members. Our National Officers, Base Chairs and Vice Chairs are all elected directly by the members. However, our Ad Hoc Members of the Executive Committee are elected indirectly by the Base Chairs (or the Vice Chair in the absence of the Chair) who have been elected by the membership.

The other Willingness-to-Serve Notification in this issue is for Ad Hoc Member of the Executive Committee, Place #5. The Executive Committee consists of the President, Vice President, Secretary, Treasurer and five (5) Ad Hoc Members. Each Ad Hoc Member is elected by the Chairs (or Vice Chair in the absence of the Chair) who have been elected or duly elected as a Delegate to the Annual Convention. They serve staggered three year terms of office. The Executive Committee shall act as the agent for and on behalf of the Voting Board of Directors, and shall interpret the constitution, subject to the approval of the Board of Directors. This committee has the authority to make many important decisions that affect the APFA, including but not limited to accepting or rejecting a proposed Collective Bargaining Agreement.

The five Ad Hoc Members are elected by the delegates. In order for the delegates to maintain the power to elect, they must be elected or duly elected by the membership. The base/vice chairs that are not elected by the membership are not authorized to elect the Ad Hoc Members of the Executive Committee. Please refer to Article III, Section 4 of the APFA Constitution for more information regarding the duties and responsibilities of the Executive Committee.

Flight Attendant base headcount for the contractual month of November as provided by AAL, followed by the number of OCRs:

| 396  | 4   |
|------|---|
| 324  | 4   |
| 320  | 4   |
| 61   | 1   |
| 2579 | 26  |
| 1388 | 14  |
| 1115 | 12  |
| 584  | 6   |
| 1378 | 14  |
|      | 324<br>320<br>61<br>2579<br>1388<br>1115<br>584 |

| MIA   | 977  | 10 |
|-------|------|----|
| IMA   | 1915 | 20 |
| ORD   | 1556 | 16 |
| IOR   | 1350 | 14 |
| RDU-I | 88   | 1  |
| SFO   | 719  | 8  |
| SFO-I | 32   | 1  |
| STL   | 406  | 5  |
|       |      |    |

2042 21

#### **ELECTION NOTICE**

The National Ballot Committee announces that, in accordance with Article VI, Section 2.A. of the APFA Constitution, Notifications of WILLINGNESS-TO-SERVE are now being accepted for Chairperson, Vice Chairperson and Operation Council Representatives for the following bases: BOS, BOS-I, DCA, DCA-I, DFW, IDF, JFK, LAX, LAX-I, LGA, MIA, IMA, ORD, IOR, RDU-I, SFO, SFO-I and STL.

#### **CANDIDATE INFORMATION**

This election is open to all members in good standing. Each candidate for Chairperson, Vice Chairperson and Operation Council Representative (OCR) must be a member in good standing and must be based at the base to which she/he is applying by January 27, 2009.

Each elected or duly elected **Chairperson** will be authorized, in addition to other duties of the Chairperson:

- (1) to serve as a Delegate to the Annual or Special Convention(s) for the purpose of electing the Ad Hoc Members of the Executive Committee, and
- to exercise a vote to remove an individual from the position of Ad Hoc Member of the Executive Committee should such action be deemed necessary.

Each elected or duly elected Vice Chairperson will be authorized to serve as a Delegate pursuant to (1) and (2) above only in the absence of the Base Chairperson.

Per Article III, Section 7.D. of the APFA Constitution, each base shall be entitled to one OCR for each one hundred (100) members or fraction thereof who are stationed at the base.

Candidates for either Base Chair or Vice Chair may run simultaneously for an OCR position; however,

- (1) if a candidate is duly elected as a Base Chair or Vice Chair, that candidate's name will not appear on the ballot for
- if a candidate for Base Chair or Vice Chair also has submitted a WTS for OCR, and an OCR election is conducted. and if the candidate is elected Base Chair or Vice Chair, votes cast for him/her in the OCR election shall not be

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

#### **VOTER INFORMATION**

Each APFA member must be a member in good standing (dues current or on an official APFA payment plan) no later than five (5) days prior to the election in order to be deemed eligible to vote. Payment plans must be executed at least thirty (30) days prior to the balloting date for the member to be deemed eligible to vote for their Base Representatives. Each APFA member may vote for the Representatives of the base at which the member is based the day ballots are mailed to the membership, which is January 27, 2009.

#### **ELECTION TIMETABLE**

Willingness-to-Serve Notifications must be received in the designated P.O. Box by 1000 CT, January 7, 2009. 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 January 27, 2009. Ballots must be received in the designated P.O. Box by 0900 CT, February 26, 2009. The ballot count will commence immediately at a location to be announced.

The newly elected representatives will assume office on April 1, 2009, for a two-year term of office ending March 31, 2011.

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

Only this form or a photocopy will be accepted, one form per envelope. Candidates who wish to run for Base Chair, Vice Chair and OCR must submit a separate WTS for each position. All information should be typed or printed. If additional space is needed, a separate sheet of paper may be used and attached to the form. Each candidate's information will be reprinted with a consistent format, **excluding** all graphics.

All candidate information is optional, including personal statements and references. There will be no corrections made to spelling, punctuation, grammar, capitalization, intent or content. If limitations are exceeded, personal statements will be cut off at the limit and biographical information will be brought into compliance by deleting the oldest items. It is the responsibility of the candidate to inform references that their names will be printed in the ballot packet. As a reminder to all prospective candidates, the use of the APFA or the American Airlines logo, symbol or insignia on campaign material is prohibited.

All Willingness-to-Serve Notifications must be in the following P.O. Box by 1000 CT, January 7, 2009:

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

#### NOTIFICATION OF WILLINGNESS-TO-SERVE

Chairpersons, Vice Chairpersons and Operation Council Representatives for:

BOS, BOS-I, DCA, DCA-I, DFW, IDF, JFK, LAX, LAX-I, LGA, MIA, IMA, ORD, IOR, RDU-I, SFO, SFO-I, STL

#### **CANDIDATE INFORMATION**

| NAME           | BASE           | POSITION DESIRED |
|----------------|----------------|------------------|
|                |                |                  |
| STREET ADDRESS | PREVIOUS BASES | YEARS OF SERVICE |
|                |                |                  |
| CITY/STATE/ZIP | HOME PHONE     | CELL PHONE       |
|                |                |                  |
| SIGNATURE      | EMAIL          | EMPLOYEE #       |
|                |                |                  |

#### Please complete the following information if nominating another APFA member:

| NAME      | EMPLOYEE # | EMAIL      |
|-----------|------------|------------|
| SIGNATURE | HOME PHONE | CELL PHONE |

#### **SLATE INFORMATION**

List name(s) and position(s) desired of person(s) running with candidate and/or any slate slogan. A Willingness-to-Serve with **identical** slate information must be submitted by <u>each</u> member of a slate in order for the slate to be included in printed candidate information. Candidates **not** running on a slate may likewise use this category to express individual candidacy information including slogan. Limit thirty (30) words for each candidate, slate or non-slate.

#### **F/A REFERENCES**

Supporters must be members in good standing. All information must be complete or reference will not be printed. (Limit 10) Each qualified supporter will be contacted by the NBC for verification of his or her desire to be listed as a reference.

| Name | Base | Emp.# | Telephone # |
|------|------|-------|-------------|
| 1.   |      |       |             |
| 2.   |      |       |             |
| 3.   |      |       |             |
| 4.   |      |       |             |
| 5.   |      |       |             |
| 6.   |      |       |             |
| 7.   |      |       |             |
| 8.   |      |       |             |
| 9.   |      |       |             |
| 10.  |      |       |             |

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 Flight Attendant Credentials

Educational Background 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.

#### **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 #5**.

#### **CANDIDATE INFORMATION**

This election is open to <u>all</u> members in good standing, including probationers. Each candidate must be a member in good standing as defined in Article II, Section 4.B. of the APFA Constitution.

Ad Hoc Member of the Executive Committee Place #5 will be elected at the APFA Annual Convention which will commence March 5, 2009, by the Chairs or Vice Chairs (in the absence of the Chair) who have been elected or duly elected as Delegates to the Convention pursuant to Article 1, Section 7,C. of the APFA Constitution.

The nomination and balloting process for each Ad Hoc Member Place is conducted separately and independently from the other places. When a candidate receives two-thirds (2/3) of the valid votes cast, he/she will be elected to that Ad Hoc Member Place.

Ad Hoc Place #5 will be elected for the three-year term of office beginning April 1, 2009.

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 **1000 Central Standard Time on February 3, 2009**. 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.

The Ad Hoc Member Place #5 will be elected during the Annual Convention which commences March 5, 2009, at a location to be announced.

#### INSTRUCTIONS FOR WILLINGNESS-TO-SERVE

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.

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

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 #5

| NAME:                                       |   | BASE:                                     |   |  |  |  |
|---|---|---|---|--|--|--|
| OFFICE DESIRED:                             |   | PREVIOUS BA                               | SES:  |  |  |  |
| LENGTH OF SERVICE:                          |   | EMPLOYEE NUMBER:                          |   |  |  |  |
| ADDRESS:                                    |   | TELEPHONE NUMBER:                         |   |  |  |  |
| CITY/STATE/ZIP:                             |   | SIGNATURE:                                |   |  |  |  |
| Please complete the follow                  | wing information if nomina              | ating another API                         | FA member.  |  |  |  |
| NAME:                                       |   | EMPLOYEE NU                               | JMBER:  |  |  |  |
| SIGNATURE:                                  |   | TELEPHONE N                               | NUMBER:   |  |  |  |
|   |   |   |   |  |  |  |
| 1 Namo                                      | Paga                                    | Emp.#                                     | Phone #   |  |  |  |
| 1. Name                                     |   | Emp.#                                     |   |  |  |  |
| 2. Name                                     | Base                                    | Emp.#                                     | Phone #   |  |  |  |
|   | Base                                    | Emp.#                                     |   |  |  |  |
| 2. Name                                     | Base Base                               | Emp.#                                     | Phone # Phone #   |  |  |  |
| 2. Name                                     | Base Base Base                          | Emp.#<br>Emp.#<br>Emp.#                   | Phone # Phone # Phone #                                 |  |  |  |
| Name      Name      Name                    | Base Base Base Base                     | Emp.# Emp.# Emp.#                         | Phone # Phone # Phone #                                 |  |  |  |
| 2. Name  3. Name  4. Name  5. Name          | Base Base Base Base Base                | Emp.# Emp.# Emp.# Emp.# Emp.#             | Phone # Phone # Phone # Phone # Phone # Phone #         |  |  |  |
| 2. Name  3. Name  4. Name  5. Name  6. Name | Base Base Base Base Base Base Base      | Emp.# Emp.# Emp.# Emp.# Emp.# Emp.#       | Phone # |  |  |  |
| 2. Name                                     | Base Base Base Base Base Base Base Base | Emp.# Emp.# Emp.# Emp.# Emp.# Emp.# Emp.# | Phone # |  |  |  |

**BIOGRAPHICAL INFORMATION:** There are four categories for biographical information:

**Labor Relations Background** Flight Attendant Credentials

**Educational Background 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.

#### Contract

#### **Brent Peterson**

National Contract Coordinator contract@apfa.org

817-540-0108 ext. 8271

## Answers to your emails concerning sick and vacation accrual

Recently I received a couple of emails that are typical of the questions we get concerning sick and vacation accrual. I would like to share the questions and responses in hopes that it will lead to a better understanding of how we accrue sick and vacation.

Hi Brent,

I held a Bid Leave in conjunction with my vacation. I ended up with 14 days of vacation and 17 days of bid leave. My PPROJ has 39.20 which is more than 35.00 hours, but I am being told that I will not accrue sick or vacation for the month. Why won't I receive full sick and vacation accrual?

Debbie

Hi Debbie -

Vacation and Sick eligibility for a given month is not based on hours. It is based on being active a minimum of 15 days of the month. You don't necessarily have to fly any hours to be eligible for accrual. In this case you are only active for 14 days (the days you are on vacation). Therefore you are not eligible for either vacation or sick accrual. If you had one less day of Bid Leave, resulting in your being active 15 days of the month, then you would have been eligible for accrual.

The hours you are paid will not come into account until the end of the calendar year. Your paid hours will determine if the months eligible to accrue will actually accrue based on having enough paid hours to meet your threshold.

Keep in mind sick and vacation accrual is a two step

- 1. You must be active at least 15 days in a month to be eligible to accrue (does not mean you will accrue).
- 2. At the end of calendar year, you must be paid an average of 35 hours per active month in order for the months that are eligible for accrual to actually accrue sick and vacation.

Regards, **Brent** 

I am trying to understand the accrual record for sick and vacation hours. Below is a copy of my HISK. Why is there a difference in sick and vacation TTL FT PAID HOURS? My sick shows 335.23 and my vacation shows 410.23. And there is a difference of 35 hours for eligibility hours. Could you explain why there is a difference between the two? I would think they should be the same.

I am trying to stay above the 420 guidelines. It is my understanding that the LOOK BACK12 always need to be more than the ELIG hours. Am I correct?

**Bonnie** 

Hi Bonnie -

The columns out to the right of your HISK are used to determine whether or not you will have company subsidized health benefits. And yes, your LOOK BACK 12 needs to exceed the ELIG HOURS in order to have subsidized benefits. This is reviewed every month on a rolling 12 month look back basis.

The summary at the bottom of your HISK is used to determine your ultimate sick and vacation accrual. It is only reviewed once a year on a calendar year basis. In order for a month to be considered active and eligible to accrue you must be on payroll at least 15 days of the month. This will be indicated with Y under the ACC SK/VC columns. Sick accrual has one other threshold in that you must be on payroll and not on the sick list at least 15 days of the month in order to be eligible to accrue sick. Basically sick is not eligible to accrue sick. In JUN you went sick on 6JUN and remained on the sick list for the rest of the month. Since you were on payroll you were eligible for vacation accrual. But since you were sick 26 days, and therefore only off sick for 5 days, JUN is not eligible to accrue sick. Although you were still sick into JUL you cleared on 14JUL leaving at least 15 days in the month that you were not on the sick list. Therefore JUL was eliqible for both sick and vacation accrual.

Assuming you'll be active all remaining months of the year and will not be sick for the majority of any remaining months, you will be eligible to accrue 11 months worth of vacation (APR not eligible to accrue due to a full month Bid Leave) and 10 months worth of sick (APR not eligible due to Bid Leave and JUN not eligible due to being sick for the majority of

The TTL FT PAID HOURS will reflect the hours paid in the Y months and will be used to determine if you actually accrue at the end of the year. Based on the hours you fly you should have no problem accruing. The difference in your TTL FT PAID HOURS are the 75.00 hours from JUN

which are included in vour Vacation Summary since it is eligible for accrual but not included in your Sick Summary as the month is not eligible to accrue for sick.

I hope that helps to explain the accrual process

Brent

| 2008  | ACCRUAL   | RECORD   |       |     |        |        |         |        |
|-------|-----------|----------|-------|-----|--------|--------|---------|--------|
|       |           |          | A     | CC  | ACC    |        | LOOK    | ELIG   |
|       | PPROJ     | GUAR     | SK    | /VC | HRS    | PVD    | BACK12  | HOURS  |
| JAN   | 29.25     | 29.25    | Y     | X   | 0.00   |        | 156.13  | 105.0  |
| FEB   | 74.42     | 75.00    | Y     | Y   | 0.00   |        | 231.13  | 140.0  |
| AR    | 68,41     | 68.41    | Y     | Y   | 0.00   |        | 299,54  | 175.0  |
| APR   | 0.00      | 0.00     | N     | N   | 0.00   |        | 299.54  | 175.0  |
| MAY   | 61.50     | 61.50    | ¥     | Y   | 0.00   |        | 361.44  | 210.0  |
| JUN   | 74.44     | 75.00    | Y     | Y   | 0.00   |        | 436.44  | 245.0  |
| JUL   | 61.34     | 61.34    | Y     | Y   | 0.00   |        | 498.18  | 280.0  |
| AUG   | 38.53     | 38.53    | Y     | Y   | 0.00   |        | 537.11  | 315.0  |
| SEP   |           |          |       |     |        |        |         |        |
| OCT   |           |          |       |     |        |        |         |        |
| NOV   |           |          |       |     |        |        |         |        |
| DEC   |           |          |       |     |        |        |         |        |
| SUMM  | ARY AS O  | F 020CT0 | 8     |     |        |        |         |        |
| S     | CK        |          |       |     | VA     | CAT    | ION     |        |
| TTL I | FT PAID   | HOURS -  | 335.2 | 23  | TTL F  | PAID   | HOURS - | 410.23 |
| ELIG  | IBILITY I | HOURS -  | 210.  | 00  | ELIGIE | BILITY | HOURS - | 245.00 |

This month I would like to cover the one issue that we as Flight Attendants love to hate ... RESERVE.

During these days of seniority stagnation at American – while nearly 1,200 Flight Attendants remain furloughed and hiring is a distant memory – that necessary evil we call Reserve has become more and more senior at almost every base.

In the APFA Scheduling
Department, our reps handle a
great number of calls along the
lines of: "Why do they do this?" or
"Can they do that?" or "I'm not
legal!" etc. It's time to set the
record straight.

Monthly Maximum/Guarantee: In the provisions of Article 10 -Reserve, eighty-five (85) credit hours constitute the monthly maximum for a Reserve Flight Attendant. (The credited hours

appear as PROJ on your HI1.)

A Reserve Flight Attendant will be guaranteed five (5) hours of incentive pay in addition to seventy (70) hours of base pay (provided that the Flight Attendant is not on any unpaid status for part – or all – of the month).

The Monthly Reserve Maximum and Guarantee are identical for both Domestic and International.

# Tidbits from the Scheduling Desk

Home Base Rest - International Reserve

Do I Have to Call the Tape?
That depends on one of three
possible scenarios tied to the end
of your on-duty period: whether
before, during or after the call-in
window.

 Your prior on-duty period ends before the call-in window.

You have two options:

a. Call the tape as scheduled, or
b. Call Crew Schedule during your
debrief period to inform them that
you will not call the tape and that
you will make contact immediately
after your rest break ends. When
making this contact, you must be
available for sign-in at the airport

2. Your prior on-duty period ends **during** the call-in window.

no earlier than one hour later.

You must call the tape.

3. Your prior on-duty period ends **after** the call-in window.

You do *not* have to call the tape. There is no obligation to call the tape or make *any* contact with Crew Schedule. You must be available for assignment after the completion of your legal rest.

## Home Base Rest – Domestic Reserve

The Home Base Rest requirement after a trip sequence or training is twelve (12) hours.

If trip sequence contains:

No flight legs in excess of 7 hours.

Non-stop leg of more than 7 hours.

Long-rang non-stop leg over 12 hours but

36 hours

Home Base Rest for Reserves, whether Domestic or International, is not reducible by either the Company or the Flight Attendant

Extended-long-range non-stop leg in

not more than 14 1/2 hours.

excess of 14 1/2 hours.

NOTE: The Home Base Rest following a carryover/fly-through trip is governed by the Flight Attendant's status at trip origination: Regularly Scheduled or Reserve, Domestic or International.

Example: I am a Regularly Schedule Domestic Flight Attendant for the current month and I will be flying a carryover trip into my Reserve month. What is my required Home Base Rest?

Answer: Eleven hours will be required after the completion of your carryover trip. That is one of those trick "why" questions. Beware!

#### Flight Attendant Obligation During Legal Rest or Duty Free Period

Crew Schedule may attempt to contact you, but you are **never** obligated to answer your phone during a legal rest or duty-free period.

#### **Supplemental Flying**

48 hours

When you are on Reserve, you may relinquish a maximum of four (4) duty-free periods for the purpose of performing supplemental flying. Any combination can be used for OEs or Limited Option II. However, only two (2) duty-free periods can be used for Sick Make-Up flying.

WARNING: Please keep in mind when supplementing your flying with OEs the flying will be measured against the monthly guarantee, not paid on top of it.

An OE on a Reserve Duty-Free period will be reflected on your HI1 as code OR.

#### **Questions and Answers**

Q: The reserve selection that I held has the last four days of the month duty-free. My PROJ for the month is 74:00 hours. Am I now considered a "Regular Scheduled" Flight Attendant for the purpose of picking up MU, OE, OPTION II, SICK MU?

**A:** No, you must have at least 80:01 or greater in the PROJ column to be considered "Regularly Scheduled" in this instance.

Q: I changed my Reserve rotation to coincide with my vacation. Now I am on the Back Up Reserve List. If I bid onto Reserve will this count as my rotation?

**A:** No, not if you *bid* onto Reserve. If you were *drafted* onto Reserve, then the reserve rotation would in fact, count as being served.

Q: I have been sitting Ready Reserve all day and now it's time for me to check my assignment for the following day. When I do, I receive a trip for the next day. Am I still obligated to Crew Schedule for the remainder of the evening?

A: No. Crew Schedule may still attempt to call you for an assignment. However, once you have confirmed a Reserve assignment, you no longer have an obligation to remain in contact and answer the phone.

Q: I am an International Flight Attendant serving reserve this month. Crew Schedule just called and gave me a Domestic trip. Why?

A: Our contract requires the Company to have a need for such an assignment, not simply a desire. Accordingly, "such assignments shall not occur unless necessary to maintain the Domestic Operation." – Appendix I, Article 10 - Reserve. Additionally, the Company is required to "notify APFA when ... assigning a Domestic trip sequence(s) to an International Reserve Flight Attendants."

If Crew Schedule should attempt to assign you a subsequent Domestic trip, ask the Crew Scheduler if every International Reserve at your base has completed at least one such trip, and follow up with a call to your Base Chair or the APFA Scheduling Department with the details.

**Q**: I am on Ready Reserve today and got a TM (Trip Missed). Is my guarantee going to be reduced?

A: When you contact Crew Schedule, please advise the scheduler that you wish to remain available for the day in order to protect your monthly guarantee. If you do not make yourself available to Crew Schedule then the monthly guarantee will be reduced accordingly.

Well, that is it for this month. If you have any questions or comments, please call me or email anytime. Remember we do hold Contract and Scheduling classes here at APFA HDQ. Please check our website for upcoming classes.

Until next time, fly safe and remember to carry your On-Duty Contract Guide with you when you fly your trips.

Safety & Security

### Lonny Glover

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# In-Flight Emergency & Evacuation: A Passenger Perspective

aving worked in the APFA Safety and Security
Department since 1994 and been a member of the
Accident Investigation "Go Team," I have participated in
several accident/incident investigations and debriefs.

Most of these investigations involve interviewing the crew members
– and in some instances passengers – to obtain their perspective of
what occurred. It is always very interesting to hear their account.

Recently, on August 5, 2008, an American Airlines 757 from LAX to HNL returned to LAX after smoke and fumes filled the cabin as the plane flew out over the Pacific Ocean. To assist passengers in breathing, oxygen masks were released but unfortunately a significant number of them did not drop. The Flight Attendants had to manually pry some compartments open. Once on the ground the

smoke/fumes did not dissipate so an evacuation was initiated. All door exits were used and slides deployed with the exception of 4R, which malfunctioned and could not be opened. Shortly after this incident occurred we debriefed the crew to obtain the facts.

Interestingly, a few days later I received an email story which made its way to my office. It was from passenger Julie Brown who was onboard the flight to HNL. She was traveling with her husband Mark and their two children, Mickey and Sammy. The email story I read was her account of what occurred on the flight. It was riveting, intriguing, yet still humorous. I contacted Julie to inquire if I could use an edited version of her email story. Thankfully she agreed. Here is a great "Passenger Perspective" of what occurred during this emergency.

#### Flashback to August 5th

Mark and I were up at 5 a.m., dragged the boys (Mickey 18, Sammy 15) out of bed, loaded the car, corralled the dogs and left for LAX. Everything was so uneventful; I can barely remember getting onto the plane.

For those of you who don't know me, flying is not my favorite thing. I never get on a plane without imagining every catastrophic what-if scenario that could take place. As usual, Mark fell asleep before take-off, the boys put their iPod earphones in, and I, the dutiful mother, paid attention to the instructions on how to buckle and release my seatbelt, what to do in the event of loss of cabin pressure and air masks drop down, how to wear and inflate my life vest and use my seat cushion as a flotation device, and finally where my nearest emergency exit was located. Believe me, the crew performed that show for an audience of ONE.

We had been in the air about one hour, and had (again, according to Mark) reached our cruising altitude of 33,000 feet when I noticed a burning smell. Naturally, I woke Mark up to ask him what his nose knows. Clearly, not much. He said they were toasting the sandwiches. Now, when it comes to burning toaster smells, I am the expert. This was no burning toaster. So I said to Mark: "I don't think so." He went back to sleep; I went back to People magazine.

Shortly after that, I noticed a hazy look to the air. I looked at the Flight Attendants to read their faces. Nothing unusual. As the haze thickened a bit, people woke up and started talking and looking around. The crew became preoccupied walking speedily up and the down the aisle.

People stopped them to ask what was going on, but all we got were vague and insincere reassurances that everything was fine. Then the pilot spoke and told us that due to the smell and the appearance of smoke, he was returning to LAX. I looked at my watch and tried to figure out how long we had been flying. I had not actually felt the plane turn, so I had no idea if we'd already been heading east for a while or if we were just beginning our return. My heart definitely lurched. Right after the pilot's announcement, the air masks dropped down. Okay, so this freaked out a lot of passengers. I looked at Mark: "burning toaster, huh?"

Immediately I recalled every word of the safety instructions I had heard countless times: "If you are traveling with children, secure your own mask first and then help those who require assistance." I turned to my children. Sammy, who was sitting next to me in the middle seat, was already working on yanking down his mask. (By the way, if you've never had to use one, the mask drops out but is attached to a thin cord that you must snap in order to start the airflow. Do not be delicate; you must yank it hard.)

Mickey slumbered on blissfully. I woke him. He opened his sleepy eyes, disoriented, and looked at me as if to say: "What?!!" I motioned to the mask hanging down in front of his nose. His eyes widened. I removed my mask and said: "Put it on!" He did so. I looked over at him a minute later. Mask on, earphones back in, he went back to sleep. From what planet did this child come?



At this point, even Mark was wide awake. He was quite disconcerted. On the right hand side of the plane where he was sitting (the boys and I were in three seats on the left, and he was across the aisle from me) the air masks did not deploy. Everyone on the right poked and jabbed and pulled at the plastic doors above them, but they could not open those damn compartments that housed the precious clean air.

Just so you know, we never lost cabin pressure. The air masks were deployed because of the smell and the smoke. Finally the Flight Attendants pulled out some special little tool to poke into a slim hole in the door that released the catch. According to Mark, this special tool was a called: a straightened-out paperclip. Go figure.

My memories of the longest 40 or so minutes of my life have blurred and faded already. A part of me was sure we would land safely, but another part of me was (expletive) terrified. I looked at Mark: "Are you scared?" I asked. "Not really," he lied. His eyes spoke different words. A woman behind me cried. The woman next to Mark put her head down and prayed. Flight Attendants rearranged passengers who were not sitting with family members. The people were so quiet. Nobody panicked out loud. The crew moved about with silent efficiency.

They instructed us to relax and breathe into our masks. The smoke alarms sounded intermittently. The white haze came and went, creating moments of calm that would turn to gut-gripping fear as soon as the smoke reappeared and the alarms screamed. I observed the facial expressions of the crew. There were three attendants who passed by me repeatedly and seemed to have a "we are taking care of business" look.

My thoughts were interrupted by the pilot. I loved hearing his voice, especially when he discussed our plan for exiting the plane when we got on the runway. Oh good, we'd land on the runway and not in the Pacific. Although I found I was quite competent in figuring out the air masks, I had no desire to test the efficacy of the seat cushion/flotation device. His instructions went back and forth between 1) we will exit the plane normally through the front door and 2) we will initiate an emergency evacuation and deploy the slides. He informed us that we would land on a take-off runway so that we can fly in straight heading east and not circle around in order to land correctly. I was delighted to hear this as, firstly, that would get us on the ground more quickly, and secondly, how many people ever get to land at LAX from west to east? – Cool!

A few minutes before we touched down, the pilot decided we would go the emergency evacuation route. The crew went down the aisles telling everyone which exit they would use. Of course, I already knew mine as I had paid attention during safety instructions and had, as I always do, identified my nearest emergency exit before takeoff.

The landing was the smoothest, most gentle touch down I'd ever felt and the most delicious sense of relief I'd ever tasted. The plane stopped almost immediately. Passengers applauded, laughed, cried. The doors flew open and bright light flooded the plane. Everybody jumped out of their seats, some people bumping their heads on the overhead compartments or the doors that were hanging down from the air mask deployment. Crew shouted out to us: "Take nothing! Get out! Go, go, go!!!"

I put the boys in front of me as we lined up. I had my purse, but because they kept shouting "no bags" and because I am a committed rule-follower, I tossed it onto a seat before stepping into the exit area. When I saw that enormous slide and all the firemen at the bottom who would catch me and protect me, I was almost giddy. The slide was 1000 times – no, a

million times – better than the blow-up bouncy things we rent for childrens' parties. I was not fearful at all, I was just so excited to get out of that plane. I jumped like a pro, threw my legs out in front of me, bounced my bottom down, and slid toward the most beautiful spot on earth I'd ever seen. The firemen looked like giants! They grabbed me and placed me on the runway.

I turned to see Mark sliding, a humorous sight despite the circumstances. The couple behind him must have ignored the rules. They held hands and jumped down together too soon after Mark, because they crashed into him at the bottom. No matter.

We hugged and laughed and cried. Oh, blessed ground.



Julie and her family eventually made it to their destination in Hawaii and were able to enjoy a nice relaxing vacation. Suffice it to say she appears to have a great sense of humor and is the type of passenger we all would like to have on our flight. Finally, to the five

fantastic LAXI based Flight Attendants who worked this flight, who were faced with many challenges and obstacles and still did a remarkable job during this emergency, to each I would like to say in Hawaiian tradition: Mahalo!

#### **Accidents & Incidents**

#### **Aircraft Mechanicals:**

#### 07/2008, PVR/DFW/PVR, MD-80

The Captain reported a loud bang and a wind shear alert just after takeoff while the gear was coming up. Captain shut down the left engine and single-engine time was 12 minutes. He declared an emergency and the flight landed overweight. Captain taxied off the runway and stopped. Airport emergency services reported smoke in the left engine and sprayed it with foam. Brakes were very hot and the aircraft would not move when attempting to taxi to the gate. Passengers were deplaned on the taxiway and aircraft was then towed to the ramp by maintenance. The aircraft was taken out of service for repairs. No injuries reported.

#### 08/2008, STX/MIA/PLS, 737

Cockpit crew reported the L1 window in the cockpit shattered in flight. The Captain declared an emergency and diverted to PLS. The First Officer made the landing due to reduced visibility out of the Captain's window. Aircraft landed without incident. No injuries reported.

#### 08/2008, LGA/DFW/IAD, MD-80

The Captain declared an emergency and diverted to IAD after the left engine oil clog light illuminated. On landing the brakes became very hot and a landing gear tire was blown. Passengers deplaned via the air stairs and bussed to the terminal. Aircraft was then towed to gate and taken out of service for repairs. No injuries reported.

#### 08/2008, ORD/SNA, 757

Shortly after takeoff, row 35DEF came off tracks and landed on row 36DEF. Flight Attendants reported no passengers were injured. Passengers seated in 35DEF were relocated to other open seats for remainder of the flight.

#### **Employee Injury/Customer Illness:**

#### 06/2008, PLS/MIA, 737

Flight experienced turbulence and both a Flight Attendant as well as a passenger were injured. Seatbelt sign was illuminated and the fasten seatbelts PA was made. The compliance check had been completed. The Flight Attendant reportedly hit the ceiling, coming down on both knees. A passenger was in the aft lav and reportedly injured her knee as well. Unknown if medical attention was requested upon landing.

#### 07/2008, DFW/RNO/ABQ, 757

A police officer was traveling with an explosive detection dog. While the officer and dog were being relocated to another seat to better accommodate the dog's large size, the dog bit two Flight Attendants and a passenger. The dog did not break the skin and paramedics were not requested. The aircraft was very hot and the dog possibly became agitated due to the heat. Flight diverted to ABQ, a kennel was obtained and the dog was loaded into the cargo compartment. Flight then continued to RNO without further incident.

#### 08/2008, DFW/LAS/DFW, MD-80

Flight returned to DFW due to smoke and blue haze in the cabin. A passenger suffered an anxiety attack and had asthma. Paramedics met the flight on arrival. Passenger was cleared to continue travel to LAS.

#### 08/2008, MIA/SDQ, A300

Crew reported "hard landing" in SDQ. Flight
Attendants reported injuries. Five Flight Attendants
reported back and neck pain. Airport medical treated
and released Flight Attendants. Maintenance
inspected aircraft and no damage was noted.

#### **Passenger Misconduct:**

#### 06/2008, DCA/MIA, 737

An elderly female passenger became extremely upset once on board the aircraft. She started praying, yelling and stating that the aircraft was going to crash. The Flight Attendants, as well as the other passengers, became very uncomfortable with her presence on board. The elderly woman was traveling with her adult son who was unable to control her. Agents came on board and attempted to remove the passenger but were unable to do so. The woman physically struggled with the agents and her son refused to assist. Instead, the son began making phone calls on his cell phone stating that they were hurting his mother. Authorities were called to assist. Both the mother and the son were denied boarding and their tickets were refunded.

#### 06/2008, DFW/CLT, MD-80

During the flight to CLT, a level 2 security threat was declared and LEO were requested to meet the flight upon arrival due to an unruly and intoxicated male passenger. The passenger appeared intoxicated and was denied alcohol. He became unruly and threatening when he groped a female Flight Attendant. He was subdued by other passengers on board the flight. LEO met the flight, the passenger was arrested and the remainder of his travel itinerary was denied.

#### 06/2008, MIA/CDG, 767

A coach passenger was seen leaving the lav as the smoke detector was sounding. Passenger was interrogated by the Captain and admitted to smoking a crack cocaine type substance in the lav. French authorities met the flight and both the passenger and Captain went to the local LEO station. Unknown if the passenger was arrested.

#### 06/2008, SFO/JFK/SFO, 767

During taxi-out, a male passenger intentionally hit his wife in the face with his hand, injuring her nose and causing it to bleed. The flight ground interrupted and LEO were requested. FBI responded, and handcuffed and arrested the male passenger. FBI then boarded the aircraft and took photos where the attack occurred. Cabin service came on board and replaced the seat covers and blankets that had been soiled with blood. No Flight Attendants were exposed to the blood. The flight then departed without either passenger. The woman assaulted was evaluated by paramedics and rebooked for the next flight.

#### 07/2008, BOS/LAX/OKC, 757

During the flight a male passenger removed all of his clothing in the lav and returned to his seat wearing nothing. Flight Attendant instructed the passenger to return to the lav and get dressed. Passenger complied and returned to his seat. After a short time, he became very loud and disruptive and attempted to open the 2L door. He was then restrained by other passengers and flex-cuffed by the Flight Attendants. Captain declared a level 3 security threat and diverted to OKC. Flight landed

without further incident and LEO met the flight upon arrival. The passenger was removed from the aircraft and taken to a local area crisis center for a minimum 3-day evaluation. He was denied travel on return flight and itinerary was cancelled. Flight then departed for LAX without further incident.

#### Kim Coats

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# The Outsourcing of Human Resources

s good union members, I would expect that most of us have some pretty strong opinions regarding the evils of corporate outsourcing.

We don't like seeing good jobs moved to other countries while unemployment continues to be a problem here at home.

We don't like seeing the strength of our U.S. unions diminished due to dwindling membership.

The outsourcing by large companies – not only of manufacturing, but of corporate services as well - is a nationwide trend. And it is one that has affected our membership directly since June of this year, when American Airlines jumped on the band wagon and outsourced most of its Human Resources Department. This decision is one which I feel will not be - in the end - beneficial to the APFA membership, nor to the company as a whole.

Where in the past employees were able to contact our Employee Services Department directly in order to resolve a problem, they are now required to deal with a middle-man, a vendor who simply does not appear to have the depth of knowledge regarding our benefits and our work group that is required to get issues resolved.

This year, as part of their ongoing "cost-saving measures", AA outsourced the HR Services Call Center, as well as some of its billing for insurance benefits that was previously done internally. Although we were assured by AA that the transition to the new HR Call Center would be "invisible to the employee," this has not been our experience to date. Getting accurate information regarding your benefits will remain a challenge until the call center reps have received adequate training about the benefits options of AA's various work groups.

The purpose of this article is to make you aware of the functions that have been outsourced, and how this decision by management is already affecting our work group. Lengthy hold times, insufficient knowledge about our benefits, and billing errors are things that seem calculated to add frustration to our already stressful lives. It is important that we know who to contact if there is a problem related to our benefits, as well as how to escalate the issue if it is not resolved in a timely manner.

#### **HR Services Call Center**

Contrary to rumors on the line, the HR Call Center is located in Dallas, not in India. The call center is accessed via the HR Chat link on Jetnet or by calling the Benefits Hotline at 1-800-447-2000. This is who you contact:

- for active and retiree health insurance information,
- if you want to know how much your benefits will cost if you take a leave of absence,
- if you have questions about a qualifying life event, or
- if your plan administrator is denying a claim for something which is covered by our health plan.

If you made inquiries concerning the benefit aspects of the overage leaves or the VBR announced in July, you are probably aware that the implementation of the new call center did not go as smoothly as AA anticipated. You may have been frustrated, as we were here in the Health Department, by the fact that the call center representatives seemed unable to answer simple questions and provide information for those members who were trying to make informed decisions about choices that would affect their futures.

2009 Benefits Enrollment during October certainly did not progress as smoothly as it should have either. I am, however, cautiously optimistic that these problems can be alleviated by providing the call center representatives with better training and resources.

Whenever you contact the HR Call Center, it is important to document everything. Especially note the following:

- How long were you on hold before the call was answered?
- What was the name of the rep with whom you spoke?
- Was he or she able to provide you with the information that you needed?
- If the issue required follow-up, did the rep call you back when they said they would?

If you have made every effort to solve your problem or to get the information that you need but you are still getting nowhere, please contact us at the APFA Health Department and we will intervene on your behalf. (Email: health1@apfa.org or call headquarters: 817-540-0108 extension 8301.)

#### **PayFlex Systems**

PayFlex is the vendor who will be responsible for billing you for your benefits while you are on a leave of absence. This includes any kind of unpaid leave of 31 days or more. If you take a leave of 30 days or less and you receive an invoice from PayFlex, you may disregard the invoice. Two consecutive 30-day leaves count as a single leave of more than 30 days, and in this case you would be responsible for the payment of your benefits.

AA feeds data to PayFlex on a weekly basis and PayFlex uses this data to process its invoices. There have been numerous billing errors while AA fine tunes the data feeds to reflect all of the different kinds of Leaves of Absence that a Flight Attendant might be taking. If you feel that you are being billed incorrectly by PayFlex. vou should contact the HR Services Call Center.

#### **Benefits Concepts**

Benefits Concepts has replaced Conexis as AA's COBRA vendor. If vou, a family member, or a domestic partner becomes eligible for COBRA due to a qualifying life event, you will not be contacted by Benefits Concepts until after the life event has occurred. Benefits Concepts relies on data feeds from AA in order to determine eligibility for COBRA. It may take up to 30 days to get the COBRA package. If you have ongoing health concerns, you should contact the HR Call Center and let them know that you would like to receive an expedited COBRA package in order to avoid a lapse in coverage. **Patty French** 

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# **Random Drug Testing: Some Hard Facts**

s Flight Attendants, we take for granted the fact that we have access to a great number of products and experiences that ordinary people do not have. For instance, we think nothing of landing in a foreign destination and running to the local pharmacy to load up on the vast number of cheap over-the-counter medications available there. We import these drugs for ourselves, our families and friends. And we often don't think twice about the ingredients in them or whether they might cause us to test positive on a drug test.

The Federal Government instituted the Omnibus Transportation Employee Testing act in 1991. This act mandates random drug and alcohol testing for safety sensitive employees in the aviation, trucking, railroad, mass transit, pipeline and other transportation industries. We begrudgingly tolerate and accept the fact that random drug and alcohol testing is just one more item on a long list of annoying things that we put up with in order to work as a Flight Attendant.

On those occasions we are tested, we grumble as we sign the paperwork and hurry off to the testing site in hopes of finishing the process guickly so we can be on our way home in short order. For the majority of us, we will have forgotten about the whole process by our next trip. But for some, a reminder of the test will come back to haunt them in the form of a phone call from the Medical Review Officer (MRO) at AA medical.

The MRO will call to find out why they tested positive for a certain drug. I can only imagine what the Flight Attendant is thinking as they stand there, phone in hand, mind racing, sweating bullets and struggling to think of what to say. Nothing prior to this has prepared them for that moment. Certainly there are those Flight Attendants who will know right away why the test was positive because they have been gambling with their lives and careers for some time by using street drugs. Others will struggle to think of what prescriptions they may have taken that would cause a positive test. And some have no idea why they would test positive having bought a medication out of the country, without realizing that the product contained something that would trigger a positive test result.

The DOT random drug test that Flight Attendants are subject to is a five-panel test. It tests for:

- Marijuana
- Cocaine
- PCP
- Opiates
- Amphetamines

The test is very sophisticated and will report both the type of drug and the level that is in the person's system at the time of the test. If the Flight Attendant has a prescription for the drug, the issue is dropped and no further action is required. If the Flight Attendant does not have a prescription for the drug, they will be considered to have a verified positive drug test and will be terminated. If they want to get their job back, they will arrange a meeting with AA EAP for a substance abuse evaluation. They must comply with the recommendations of AA EAP to have a chance at returning to work. When they do return, they will be subject to a call-in random drug testing program that is in addition to the regular random testing

that we are all a part of. It is a high penalty to pay for using street drugs or buying medications outside the country. I recommend that you only purchase prescription medications at your local pharmacy to avoid a costly penalty like a positive drug test. As for those who are using street drugs, potential termination is the least of the risks that are being taken.

An additional way that drug testing can affect our work lives is when we are trying to clear medical. It is important to remember that any information that is given to medical will be scrutinized and investigated. Occasionally, I speak with Flight Attendants whose physicians have submitted information to medical about possible drug and or alcohol use or abuse. Others come to the attention of medical because they are prescribed a medication that reduces cravings for alcohol and or drugs. Or the Flight Attendant may have gone through a rehabilitation program on their own with the expectation that the company would not find out. But when the facility attempted to access the Flight Attendant's health benefits for payment of the program, AA EAP was contacted for approval. The company maintains that in the interest of public safety, they have the right to place the Flight Attendant on the separate call-in random testing program in order to return them to work. This is a hotly disputed practice for all of the unions on the property and is a key reason why having a union run EAP program is beneficial to you. You can make a confidential call to the APFA EAP desk for accurate information and know that your information will not be sent to the company. This allows you to access information about your situation so that you can make informed choices without risking getting caught in company policies that may require you to participate to additional drug and alcohol testing. This is a key difference in a company versus a union run EAP program. The AA EAP program is confidential only to a point. Should you disclose to them something that they believe is a risk to the AA operation, they are obligated to take the matter to AA Medical.

The drug testing process is highly regulated. The FAA periodically comes on the property at American to inspect records and ensure that the company is administering the program properly. There are steep fines that get levied when the FAA finds mistakes in the program. I am often asked if the testing is truly random. Some people call me believing that they are being singled out for some reason because they were tested at what they believe are unusual times, or are tested multiple times over several months. I have never found a case where any Flight Attendant has been singled out but I do investigate every call that is made with this concern. Rest assured, if a Flight Attendant was singled out, it would be easily detected and the fines from the FAA would be extremely steep. There are simply too many other ways to harass us so why use a program that would risk the scrutiny of the Federal government and that would cause American to incur steep fines? Many of you may have read about the heavy fines that were levied on the company for drug testing violations. These violations were in general, made in favor of the employee. They were instances that involved employees who have had a positive drug test and were a part of the follow-up testing program. In most instances the fines had to do with the company not investigating instances when the employee failed to show up for a drug test. Other errors were clerical in nature. The important point for us to remember is that at no time was a Flight Attendant harmed due to the errors that the FAA found.

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# "Night, night, sleep tight; don't let the bed bugs bite."

ow many times did you hear this as a kid? I just thought it was a bedtime rhyme. I never once thought there were real "bed bugs" until I started flying and heard stories from Flight Attendants who said they had been bitten on layovers. How gross!

So what exactly is a "bed bug?" Bed bugs are small, oval, wingless insects that can reach about 1/4 inch in length. You can actually see them. They belong to the insect family *Cimicidae*, which includes three species that bite people. Bed bugs have flat bodies and are reddish-brown in color and may sometimes be mistaken for ticks or small cockroaches. They feed by sucking blood from humans or animals – the more they feed the fatter they get. They do not develop wings and cannot fly.

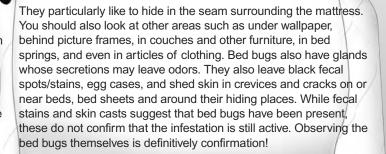
Bed bugs can live in any area of a hotel room or home, and can be found in tiny cracks in furniture, in the carpet and on upholstered furniture. In order to be close to their feeding source they tend to be most common in beds, including mattresses, box springs, and bed frames. Other sites where bed bugs often reside include curtains, the corners inside dressers and other furniture, cracks in wallpaper (particularly near the bed), and inside the spaces of wicker furniture. Since the bed bugs can arrive on the clothing or in the suitcases of guests from infested homes or other hotels harboring the pests, hotels can be an easy target for bed bug infestations.

When I, or my committee members, do a hotel site inspection we look at everything in the room. We tear the nicely made bed apart looking for signs of bed bugs or anything else out of the ordinary. You'd be surprised at what committee members have seen over the years when doing inspections.

Bed bugs were first noticed in American society at large in the early 1700s. It is widely believed that sail boats returning from Europe were infested with bed bugs and many of the sailors complained of being attacked by these bugs as they slept in their cabins. Bed bugs were very common in the U.S. before World War II and became rare after widespread use of the pesticide DDT began in the 1940s and 1950s. In recent years, bed bug infestations have been increasingly observed again in the U.S., possibly due to increased immigration and travel throughout the world, as well as restrictions on the use of stronger pesticides.

Bed bugs are not believed to carry any infectious diseases.

Attracted by warmth and the presence of CO2 (carbon dioxide), the bug penetrates the skin of its host with two hollow injector tubes. With one tube it injects its saliva, which contains anticoagulants and anesthetics, while the other tube withdraws the blood. After a five-minute blood meal, the bug returns to its hiding area. The bites can be felt from a within few minutes to up to hours later. Bed bug bites may go unnoticed or be mistaken for flea or mosquito bites or other skin conditions. If scratched, the bite areas can become infected. Each person reacts differently. Bed bugs are most active at night and bite any exposed areas of skin while an individual is sleeping. Although bed bugs can live for up to 20 months without a meal, they usually look for blood every five to ten days.



Getting rid of bed bugs is not an easy process, and most cases of bed bug infestation will require treatment by a pest control expert. Many major hotel companies have a procedure in place when notification is made. This is where you come in.

Should you see a bed bug, immediately report it to the on-duty manager at the hotel. Make sure to get the manager's name. Have the staff move you to another room nowhere in the vicinity of this room. Should a room be found to be infested, the hotel will have to block the rooms on either side, plus above and below, to properly treat the problem. The pest control expert may recommend certain forms of deep-cleaning such as scrubbing infested surfaces with a stiff brush to remove eggs, dismantling bed frames and furniture, filling cracks in floors, walls, and moldings, or using a powerful vacuum in cracks and crevices. Sometimes the rooms may even need to be gutted in order to eradicate the problem. Since beds cannot readily be treated with insecticides, it's often necessary to discard infested mattresses and beds.

If you have been bitten, seek medical attention immediately. A doctor should be able to confirm whether it is a bed bug bite or some other bite. Notify my department as soon as possible. I will need the name of the hotel, city, date, room number(s), and the names of anyone at the hotel that you spoke with concerning this issue. I will need all this information in order to properly follow up with the hotel.

I cannot stress to you enough the importance of contacting the APFA Hotel department immediately. Your fellow crewmembers are counting on you! Quick recognition of any bug or insect infestation and proper, immediate treatment of affected rooms (usually with the help of a pest control specialist), is the best way to prevent its uncontrolled spread.

#### TIPS

- Place your suitcase on the luggage rack never on another bed.
- Pull the luggage rack away from the wall so it is not directly against it.
- Keep clothes from home in a plastic bag and only remove them when changing.
- When seeking help from someone at the hotel, ask for their business card.



#### Grenada

#### True Blue Bay Resort

This property is a bungalow design with nice rooms near the front desk/check-in lobby. We viewed rooms that we thought would work for our crews in the Indigo wing. The hotel is a 10 minute drive from the airport and is very interested in our crew business. The hotel features a complimentary continental breakfast in the resort restaurant and free wireless internet in the common areas as well as crew rooms. True Blue offers a 10% discount on all food and beverage, bar included. All water in the rooms is purified. A doctor is on call at all times if needed. Room service is available from 7:30 a.m. – 10:30 p.m. Due to the late arrival of our AA crews, the resort has offered a sandwich with fries upon arrival. Should the layover be extended, the resort offers free use of kayaks as well as other water equipment.

#### Salvador, Brazil Gran Hotel Stella Maris Resort

Located 10 minutes from the airport, this resort is only nine months old and is on one of the nicest beaches - Stellar Maris - close to the Industrial Center and the best bars and restaurants of Stella Maris. This is the first five-star all-inclusive resort of the Sol Express Hotels and Resorts Chain. While not priced as all-inclusive for crews, the property provides: free use of olympic-sized pool, free breakfast buffet on both day of arrival and day of departure, free tea and snacks in lobby from 3:00 p.m. – 6:00 p.m., free use of gym facilities that include Universal equipment, cardio, tennis courts, racquetball, and squash courts (complimentary use of rackets and balls), complimentary WiFi internet in lobby as well as rooms, use of business center in lobby with four terminals, complimentary bottle of water provided in each room, one piece of uniform (e.g. shirt, pants. tie) laundered free (same day service), flat screen TVs in rooms, spacious showers with hotel bath amenities. There is a balcony off each room with a hammock. Lunch and dinner is available for flat fee of \$16.

#### Baltimore Westin BWI

This hotel has many amenities, one of which is crew access to the club lounge on the 7th floor for complimentary breakfast and happy hour. Other amenities include: expansive workout facility with cardio equipment (ear buds for TVs included), Starbucks coffee in rooms, free internet, van service to hotel on demand as well as every 15 minutes, and ATM in business center. The workout room was perhaps one of the largest seen on any review with totally state-of-the-art equipment. Also the indoor pool was exceptionally maintained with a life guard on duty during operating hours.

#### Newark Hotel Indigo

The Hotel Indigo is in Rahway, NJ, approximately 15 minutes from Newark Airport, adjacent to the Rahway Train Station and the arts district. There are sidewalk bistros, fine dining, shopping, and entertainment within walking distance. The hotel has a café and full service restaurant. There is also a 24-hour fitness center. Guestrooms feature a CD player, satellite TV, coffee and tea maker, two-line phone, and wireless internet. The hotel van will transport the crews to and from the airport.

### New York

#### **Sheraton JFK Airport**

The Sheraton JFK Airport offers complimentary 24/7 shuttle service to the airport, and the crew will have service according to their schedule.

There is a business center on the lower level of the hotel and wireless internet throughout the hotel. Other amenities include an indoor heated pool, fitness center, laundry services, and safe deposit boxes.

The hotel offers full service dining as well as room service. There is also a pantry located adjacent to the front desk offering hot and cold snacks, a microwave for heating items, and a variety of toiletries. Guestrooms feature the Sheraton Sweet Sleeper Bed system. Rooms include a flat screen TV, iron and ironing board, and coffee maker. The windows in the room open and they are double-paned, soon to be triple-paned.

## Belo Horizonte, Brazil Ouro Minas Palace Hotel

Located approximately 45 minutes from the airport, the Ouro Minas Palace Hotel offers free in-room wireless internet (a nominal charge in Business Center), 10% off everything in hotel, three complimentary bottles of water in the room refrigerator, complimentary breakfast from room service or in the Coffee Shop, laundry service (one piece free and 10% off the rest). Across the street is a mall, bar, 24-hour grocery, and restaurant. The hotel completed a full renovation in 2007. The rooms also have a CD player, a flat screen TV, double-paned windows and blackout curtains. There is a 24-hour gym plus an indoor pool.

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#### Patrick Hancock

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# Double-Dipping – Draw your pay and a pension, too! Sweet Deal or Nasty Treat?

e probably all know some
"second-career" people who are
drawing both a pension from
their first career, and a salary
from their second job. Perhaps it is even
someone in your family: a parent, spouse or
sibling. In the airline industry alone, a
significant number of pilots had full military
careers, started drawing their military
pension, and only then began working for
commercial carriers.

In the "olden days" the only way you could start drawing a pension from a job, was to leave that job and "retire." Well, a little known provision of the Pension Protection Act of 2006 allows a pension plan to be modified to permit active employees to begin drawing their pension after age 62. Some call this "double-dipping." This could be a sweet deal if you are over age 62!

A key word here is "allows" – not "requires." The APFA would have to negotiate a modification to our contract to permit such "in-service distributions," and the plan would then have to be modified as well.

I have received quite a few comments on this possibility, and I can almost always predict your position – pro or con – based on your age. Flight Attendants over age 62 (or who soon will be), are almost always in favor of allowing in-service distributions. Younger Flight Attendants are almost always opposed. It is by no means a junior vs. senior thing. After all, we have many "junior" Flight Attendants in their 60s. It is more of a generational divide.

I hear pros and cons from Flight Attendants in all seniority ranges. What do you think about this idea? To get you started thinking about it, here are five reasons why it is a great idea, and five reasons why it is a terrible idea:

#### **PRO**

- 1. Double-dipping allows me to "catch up" on my 401(k) contributions and be better prepared to retire. The pay cuts of 2003 have disrupted my retirement savings plans. This could help me get back on track.
- 2. I have put in a lot of hard years. I deserve a little bonus for those efforts. If the law allows it, the Union should not stand in my way to get this benefit.
- 3. If I can increase my income for a few years, I can save more and retire earlier than I had planned.
- 4. It is my money. When I choose to take it should be my decision, not someone else's.
- 5. Because I am taking my pension earlier, I will get a smaller amount each month. So I am sure it would not cost the plan very much more than if I waited until I retired.

#### CON

- 1. People would never retire! Now, there is a small reduction in total monthly income switching from an active salary (paycheck only) to retiree income (combination of pension, savings, social security, etc.) If you could double-dip, by adding the pension to your paycheck, that difference becomes huge. Who would bother leaving? Seniority would stagnate since those at the top would rarely retire.
- 2. It will cost the pension fund a lot of money. That means less money for other items in the contract which benefit everyone. Our pension formula was already changed to encourage taking your pension earlier. Encouraging payouts even earlier still while still working will require massive increases to the pension fund over the course of your lifetime.
- 3. It will be a nightmare to administer. Your pension will have to be calculated at age 62 when you start drawing your pension. But at age 63, you now have one more year of credited service. Does your pension have to be recalculated every year? Every month? Every trip?
- 4. It creates a perverse incentive to stay long past the age when you should retire. People would have an incentive to work beyond what they physically should, and into the time they have otherwise earned to relax and enjoy the fruits of their labor.
- 5. When someone retires, everyone junior to them benefits by moving up a number in seniority. Giving people an incentive to stay beyond when they would normally retire disadvantages everyone junior to them for that one person's benefit. That is not fair.

So, what do you think? Visit Patrick's Retirement Specialist page on the APFA website, select the "Double Dipping - Pro or Con" survey and rank the ideas above, or add your own.

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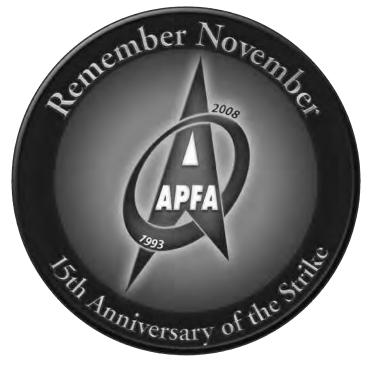
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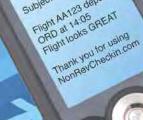
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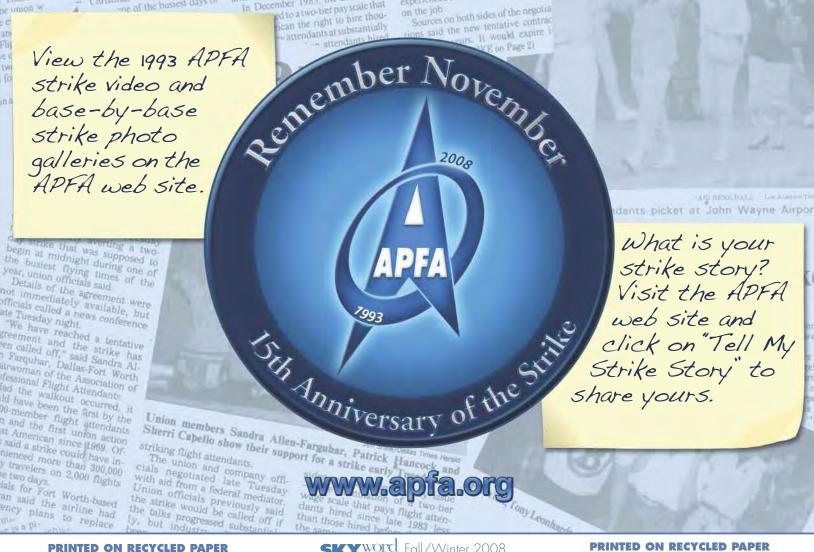
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