

APFA

BOARD OF DIRECTORS MEETING

2013 ANNUAL CONVENTION

March 3-6, 2013
Sheraton Fort Lauderdale Beach Hotel
Fort Lauderdale, FL

Resolution Tally Sheet	Resolution #: 4
	Maker: Pharr
	Second: O'Kelley
	Date: 3/5/2013
	Time: 11:20

Resolution Name: Policy Manual Changes

<input checked="" type="checkbox"/> <i>AFFECTS POLICY MANUAL:</i> SEE ATTACHED DOCUMENT
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YES = <i>Yes</i>	ABS = <i>Abstain</i>	PXY = <i>Proxy Vote</i>
NO = <i>No</i>	N/A = <i>Absent</i>	REC = <i>Recuse</i>
PASS = <i>Pass</i>		

COMMENTS:

	B O S	B O S I	D C A	D F W	I D F	J F K	L A X	L A X I	L G A	M I A	I M A	O R D	O R	R D U I	S F O	S T L	PRES — <i>Tie-Breaker</i>
	Corrigan	Vargas	Weston	O'Kelley	Bedwell	Nasca	Nikides	Wildish	Casadey	Moyer	Trautman	Breckenridge	Alconcher	MacPherson	Salas	Fuller	Glading
YES	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
NO	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PASS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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N/A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PXY	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
REC	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

YES: 16 **NO:** 0 **ABSTAIN:** 0 **ABSENT:** 0

Status: *Passed* *Failed* *Tabled* *Withdrawn* *Show of Hands*

WHEREAS, Article III, Sections 3.L(1) and (2) of the APFA Constitution authorize the Board of Directors to set policy for the APFA and to review, and if necessary, modify the APFA Policy Manual; and

WHEREAS, certain portions of the Policy Manual need to be updated or revised;

BE IT THEREFORE RESOLVED, that the Policy Manual be amended to include the changes in the attached document.

APFA Policy Manual Updates and Changes

PREAMBLE

- Change third paragraph to read:

This Policy Manual shall remain in effect unless and until altered, added to, deleted from or amended by action of the Board of Directors pursuant to Article III, Section 3.L(1) and (2) of the APFA Constitution.

SECTION 2

- Change the name of the Section to Membership and Awards
- Change Section 2.A.3 to read:

3. It is the policy of the APFA to strictly enforce the dues / fees provisions of Article 31 of the current Collective Bargaining Agreement between the APFA and AAL. To implement these provisions, the following procedures shall apply:

- a. Pursuant to Article 31.F.1 of the Collective Bargaining Agreement, after determining that a Flight Attendant is delinquent in dues / fees payments for a period in excess of sixty (60) days, the Treasurer shall notify the Flight Attendant, in writing, certified mail, return receipt requested, with a copy to the Vice President-Employee Relations of the Company, that the Flight Attendant is delinquent in the payment of dues / fees and accordingly is subject to discharge as an employee of the Company. As necessary, the Treasurer also may attempt personal delivery to the Flight Attendant through, for example, a process server and / or an APFA representative. Such Flight Attendant "alert letter" shall advise the Flight Attendant that s/he must **take one or more of the actions described in A.3.b, below** within thirty (30) days following the date **of the letter**, or be subject to discharge.

- b. The alert letter described in A.3.a. above shall advise the Flight Attendant that s/he **must**:

- (1) **Pay in full the arrearage described in the letter within thirty (30) days of the date of the letter; or**
- (2) Submit a *(“display”) 4 status report which may be obtained from Flight Service if s/he believes that any of the amounts listed in the alert letter were accrued during an inactive or non-dues obligated status; **and / or**
- (3) Request dues forgiveness pursuant to Article III, Section 4.K.(18) of the APFA Constitution.

- c. Upon receipt of any *4 status report the Treasurer shall make any necessary adjustments to the amount of the arrearage and shall notify the Flight Attendant of such determination and establish a new deadline to pay the delinquency in full.
- d. The alert letter shall include an explanation of the information a Flight Attendant requesting dues forgiveness may submit in support of the request. The Treasurer shall then place the dues forgiveness request on the agenda of the next regularly scheduled meeting of the Executive Committee. No further action shall be taken with respect to the Flight Attendant's discharge pending the determination of the Executive Committee.
- e. The Executive Committee shall consider the request for dues / fees forgiveness in accordance with B.1.
 - (1) If the Executive Committee determines that the dues / fees should be forgiven based on hardship, the APFA Treasurer shall have the Flight Attendant's account adjusted accordingly and mail the Flight Attendant notification of that decision.
 - (2) If the Executive Committee determines that the dues / fees should not be forgiven, the APFA Treasurer shall mail the Flight Attendant notification of that decision. The Flight Attendant shall be given thirty (30) days from the date APFA mails the notification to pay the delinquency in full.
- f. Should the Flight Attendant fail to make payment of the delinquent amount within the thirty (30) day period provided in A.3.a, A.3.c, A.3.e or B.2.b, the President of the APFA shall, pursuant to Article 31.F.2. of the Collective Bargaining Agreement, certify in writing to the Vice President - Employee Relations with a copy to the Flight Attendant, that the Flight Attendant failed to remit payment within the period allowed and, therefore, is to be discharged.
 - (1) If a Flight Attendant accrues a dues balance due to inappropriate action by the Company affecting the Flight Attendant's dues payments, the APFA Treasurer may allow the Flight Attendant to pay the balance off in installments. This deferred payment schedule is in no way equivalent to the provisions set forth in Article IV, Section 3. of the APFA Constitution.
 - (2) All Flight Attendants shall be eligible to pay dues / fees, initiation fees and / or assessments by bankcard.
 - (3) A monthly report detailing the amount of past dues collected will be sent to the Board of Directors and Executive Committee.

➤ Change Section 2.B to read:

B. DUES / FEES FORGIVENESS REQUESTS

- 1. Dues / fees forgiveness requests shall be coordinated through the Office of the Treasurer.

2. Decisions to approve or deny dues / fees forgiveness requests shall be by a majority **vote** of the Executive Committee or Board of Directors.

(a) If the Executive Committee determines that the dues / fees will be forgiven based on hardship, the APFA Treasurer shall have the Flight Attendant's account adjusted accordingly and mail the Flight Attendant notification of that decision.

(b) If the Executive Committee determines that the dues / fees will not be forgiven, the APFA Treasurer shall mail the Flight Attendant notification of that decision. The Flight Attendant shall be given thirty (30) days from the date of this notification to pay the delinquency in full.

3. The Secretary shall notify the appropriate Base Chair(s) of the Executive Committee's determination regarding the outcome of any dues / fees forgiveness request via the regular APFA mailings.

➤ Change Section 2.D to read:

D. MEMBERSHIP CARDS

1. Membership cards shall be **available for printing at APFA's website**.

2. The provisions of Article 31.R. of the current Collective Bargaining Agreement between the APFA and AAL shall be printed on the reverse side of the membership card, along with the telephone number of the APFA.

➤ Change Section 2.E.3 to read:

3. A New Member Packet as provided in Section 12.I of this Policy Manual shall be given to APFA-represented Flight Attendant trainee.

➤ Change Section 2.H to read:

H. RECOGNITION OF ACCOMPLISHMENTS, ACHIEVEMENTS, CONTRIBUTIONS

1. Awards

a. Union Contribution Awards

(1) The Distinguished Service Award

(a) The Distinguished Service Award may be bestowed upon any current or former representative of the APFA in recognition and appreciation of outstanding Union contributions and service as an APFA representative.

(b) Recipients of the Distinguished Service Award shall have the privilege of wearing a special pin which represents the APFA pin encircled with a star.

(2) Martha W. Griffiths Award

- (a) The Martha W. Griffiths Award, APFA's highest award, may be bestowed by the APFA Board of Directors upon current or former APFA representatives.
 - (b) Recipients of the Martha W. Griffiths Award shall have the privilege of wearing a special pin which shall represent the APFA pin encircled with a star and embellished with a diamond.
- (3) Nominations
- (a) Nominations for Union Contribution 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.
 - (b) Nominations shall be for Union Contribution Awards to be presented at the next Annual Convention.
- (4) Voting of Awards
- (a) Distinguished Service Award
 - [1] The Distinguished Service Award shall be bestowed by majority vote of the APFA Board of Directors.
 - (b) Martha W. Griffiths Award
 - [1] The Martha W. Griffiths Award shall be bestowed by two-thirds (2/3) vote of the APFA Board of Directors.
- (5) Presentation and Commemoration of Awards
- (a) Distinguished Service Award
 - [1] Recipients of the Distinguished Service Award shall be presented with the Distinguished Service Award pin and a written commemoration of the recognition of their contribution to the APFA at the Annual Convention in the year following their nomination and confirmation.
 - (b) Martha W. Griffiths Award
 - [1] Recipients of the Martha W. Griffiths Award shall be presented with the Martha W. Griffiths Award pin and a written commemoration of the recognition of their contribution to the APFA at the Annual Convention in the year following their nomination and confirmation.
 - (c) Commemoration at Headquarters

[1] A commemoration of the accomplishments of Union Contribution Award winners will be appropriately displayed at Headquarters.

b. Edward M. Kennedy Award for Public Service on Behalf of the Labor Movement

- (1) The Edward M. Kennedy Award for Public Service on Behalf of the Labor Movement may be bestowed by the APFA Board of Directors upon individuals in the public or private sectors in recognition and appreciation of their dedication and contribution to the protection and promotion of the rights of America's workers and their families and the work of unions to further those goals.
- (2) Nominations for the Edward M. Kennedy Award for Public Service on Behalf of the Labor Movement 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.
- (3) The Edward M. Kennedy Award for Public Service on Behalf of the Labor Movement shall be bestowed by a majority of the APFA Board of Directors.
- (4) The Edward M. Kennedy Award for Public Service on Behalf of the Labor Movement shall be presented at the next Annual Convention.
- (5) Recipients of the Edward M. Kennedy Award for Public Service on Behalf of the Labor Movement shall be presented with a written commemoration of the recognition of their contributions to workers and their families and the American labor movement at the next Annual Convention.

c. Jose Chiu Award

- (1) The Jose Chiu Award recognizes APFA Flight Attendant members who have suffered serious injury or death in the course of an evacuation or other aircraft emergency.

d. Cindy Horan Humanitarian Award

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

(a) Nominations

[1] Nominations for the Cindy Horan Humanitarian Award 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.

[2] Nominations shall be for the Cindy Horan Humanitarian Award to be presented at the next Annual Convention.

(b) Voting of Award

[1] The Cindy Horan Humanitarian Award shall be bestowed by two-thirds (2/3) vote of the APFA Board of Directors.

(c) Presentation of the Cindy Horan Humanitarian Award

[1] 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.

2. Awards shall be signed by the National Officers on behalf of the Board of Directors.

➤ Change Section 2.J to 2.I.1 and change to read:

1. Requests for hardship transfer, cancellation of leave of absence, and any other request to supersede the seniority of other Flight Attendants shall be coordinated through the Office of the Secretary.

SECTION 3

➤ Change Section 3.D.3 to read as:

3. Procedures

- a. National Coordinators shall be appointed by the President;
- b. Appointed Negotiators shall be appointed in accordance with Section 15.B.1 and 15.B.2;
- c. Division Representatives shall be appointed by the Vice Presidents; and
- d. The appropriate National Officer shall submit to the Executive Committee the names of nominees for appointed positions pursuant to the APFA Constitution. Simultaneously, the list of nominees for National Coordinators and Division Representatives shall be sent to the Base Chairs and Vice Chairs.

SECTION 4

➤ Change Section 4.A to read:

A. GENERAL

1. Official Meetings / Conventions

- a. Meetings / Conventions of the Board will be video recorded. **Recording** will be handled by a union vendor if practicable. The vendor shall be required to provide the APFA with the original and one (1) duplicate of all **recordings**, and to ensure that all **recordings** provided to the APFA has been protected from alteration or erasure.
- b. Executive Committee meetings will be video **recorded** by the Communications Coordinator or his / her designee.
- c. No other **recording** of official APFA meetings is allowed without prior authorization.
- d. The original **recording** of all meetings / events are the property of APFA and must remain at APFA Headquarters at all times.
- e. Alcoholic beverages are strictly prohibited in meeting rooms, at meetings or conventions of the APFA.
- f. Board of Directors Meetings will be scheduled for a minimum of one (1) full day not to exceed nine (9) hours per day excluding meal / breaks.
 - (1) At the nine (9) hour point of the meeting a majority vote by the voting members of the Board of Directors can extend the length of the meeting up to 12 hours.
 - (2) The meeting may extend beyond 12 hours only with a two-thirds (2/3) vote of the voting Board of Directors.
 - (3) Any other meetings, seminars or briefings in conjunction with a Board of Directors Meeting **shall not extend** the work day beyond 12 hours without a two-thirds (2/3) vote of the voting Board of Directors.

➤ Change Section 4.A.3.a.(2)(a) to read:

- (a) Issue his/her proxy in accordance with Article III, **Section 3.1(2)** of the APFA Constitution; or

➤ Change Section 4.A.7.a(1) to read:

- (1) The minutes and any written reports submitted to the assembly shall comprise the "written report" of an Executive Committee Meeting that is required to be submitted to the Board of Directors within fifteen (15) **business days** following the meeting, pursuant to Article III, Section 6.D.(5) of the APFA Constitution.

➤ Change Section 4.A.10.a(2) to read:

- (2) Whoever initiates a Special Board of Directors meeting will contact all Board Members via voice mail, phone, fax **or email** prior to notifying the Secretary of the APFA of the request for the meeting, as well as inform all members of the Board of Directors of the proposed agenda.

- Change Section 4.A.11.a to read:
 - a. A Special Meeting of the Board of Directors shall be held each fall. This meeting may be held in conjunction with the Annual Board Training and will be **scheduled for** no less than two (2) days.

- Remove Section 4.B.3 [Official Photographs] and renumber the remaining sections accordingly.

- Change the new section 4.B.3.a to read:
 - a. Complimentary dinner(s) for the Annual Banquet shall be limited to the member(s) who is/are being honored with awards for that year only. Complimentary dinner(s) may be extended to guest speaker(s) and sponsors at the **top two (2)** levels.

- Change Section 4.C.d(1) to read:
 - (1) The Executive Committee shall consider requests for dues / fees forgiveness and other hardship requests pursuant to Sections **s** 2.B. and 2.**J**. of this Policy Manual.

SECTION 5

- Change Section 5.C.7.a to read:
 - a. Any National Officer may authorize a trip removal except as provided in Sections **5.A.** and 7.E.2. of this Policy Manual.

- Change Section 5.C.8.a(2)(a) to read:
 - (a) A minimum of one **(1)** full month trip removal authorized for each seven hundred fifty (750) Flight Attendants.

- Change Section 5.C.8.a(4) to read:
 - (4) If **a** Base representative who is on full-time trip removal is called on by the SBA Department to prepare for or testify in an arbitration filed by that base, any associated trip removal(s) shall be charged to the base budget.

- Change Section 5.D.1.b to read:
 - b. A Base chair may authorize “payback” for **himself** / herself, his / her Vice Chair, or for a representative from his / her base when absolutely necessary as long as it falls within constraints of his / her total budget. The Base Chair shall notify two (2) National Officers as soon as possible to advise of the authorization.

- Change Section 5.D.2.a to read:

- a. A representative will be credited by the APFA with **three (3)** hours, at the individual's hourly rate of pay, for each such day that the representative is required to conduct APFA business on days which are encompassed by his / her vacation, including the scheduled days off that are produced by the vacation bid, if applicable.

- Change Section 5.E.4.c(1)(c) to read:
 - (c) National Officers **and** Division Representatives: \$400 minimum, but not to exceed the \$500 maximum.

- Change Section 5.E.4.c(3)(b) to read:
 - (b) Payment shall be prorated in increments of weeks, not to exceed four **(4)** weeks. Payment will be verified by documentation of office use on said Representative's weekly expense report.

- Change Section 5.F.2.a(2) to read:
 - (2) In addition to the required receipt, all such MEA reimbursements shall require the representative to note the name(s) of the other individual(s) meeting during the meal time and the nature of the APFA business being conducted.

- Change Section 5.F.5 to read:
 - 5. Business-Related Expenses
 - a. Representatives are authorized to pay for and to be reimbursed for the meal, snack or beverage of a guest(s) or other business associate(s) on those occasions when the representative would reasonably be considered the host of an authorized APFA function or meeting.
 - (1) Discretion and good judgment should be used when exercising this privilege and when incurring such legitimate and necessary **Business-Related** Expense. Abuse, as determined by the Executive Committee, may lead to limitation or revocation of this privilege.
 - (2) In no case may an individual who is otherwise receiving an APFA MEA in any manner be considered the "guest" for the purposes of this provision.
 - (3) The reimbursement of a **Business-Related** Expense shall not count against a representative's maximum MEA.

- Change Section 5.G.1.a(3)(a) to read:
 - (a) The lowest possible fare category must be used, including industry reduced rate discounts ("ID75", "ID50", etc.), if available **for APFA business use**.

- Change Section 5.G.1.e(1)(e) to read:

- (e) Any APFA-paid telephone line must have either an answering machine or voice mail as provided in 5.G.1.(e)(2) below.
- Delete Section 5.G.1.e(3) [Answering Services] and renumber remaining sections accordingly.
- Change Section 5.H.5.a to read:
 - a. S/he must maintain permanent primary residency outside the DFW area. Prior to assuming their position, s/he must provide APFA's legal counsel with proof of such residency and continue to provide such proof every year prior to the apartment lease renewal, for the duration of their term. Proof of residency can be established by the following, but not limited to:
- Change Section 5.I.10.a to read:
 - a. Expense reports submitted more than three (3) months after the end of the calendar month in which they are incurred shall be considered null and void and returned to the representative submitting the report without appeal.

SECTION 6

- Change Section 6.B.4.a to read:
 - a. Should the Collective Bargaining Agreement for the Flight Attendants in the employ of American Airlines contain a provision for retroactive pay, such retroactivity shall be applicable to National Officers and shall correspond to the retroactive pay of the most senior International Flight Attendant, consistent with A.2. above.

SECTION 7

- Change Section 7.B to read:
 - B. RESPONSIBILITIES OF THE APFA BUDGET COMMITTEE
- Change Section 7.B.3 to read:
 - 3. The proposed annual budget must be completed and forwarded to the Executive Committee and the Board of Directors no less than thirty (30) days prior to the scheduled date of the Annual Convention.
- Change Section 7.H.1 to read:
 - 1. The Association will maintain two hundred (200) shares of Company stock for institutional purposes whenever such stock is available. The future utilization of this stock will be directed by the APFA Board of Directors, as to be in the best interest of the APFA.

SECTION 8

- Change Section 8.A.2.c to read:
 - c. The National Officers shall ensure that the National Coordinators and IT personnel are afforded access to their offices, the supply room, the copy room and the restroom after normal business hours.

- Change Section 8.C.1 to read:
 1. The Office of the Treasurer shall be responsible for the arrangements and payment of mortgage or rent, taxes, utilities, insurance, maintenance and maintenance contracts and janitorial and landscaping services for HDQ.

- Change Section 8.G.2.a.(1) to read:
 - (1) maintain an inventory of APFA computers, peripherals and software with a value in excess of \$100.00. This inventory should include the location of the items and/or the person to whom the items are assigned along with the date of assignment, the purchase date and receipt number of the item, the serial number of the item, as well as the vendor information including contact details for the items purchased.

- Change Section 8.G.7.a to read:
 - a. Base Chairs, Vice Chairs and Ad Hoc Members of the Executive Committee will be provided training on the usage of computers on an as-needed basis.

SECTION 9

- Change the name of the Section to Division and Base Policies
- Delete Section 9.B, Division, Base and Field Offices and reletter remaining sections
- Change old Section 9.C.4.b(1) to read:
 - (1) At the end of a term or consecutive terms (a base closure will be considered the end of the term), Base Chairs shall be provided with a ten (10) day transition period beginning on the first day of the contractual month.

- Change old Section 9.C.4.b(1)(c) to read:
 - (c) The outgoing Base Chair must be available throughout the transition to assist the incoming Base Chair.

- Change old Section 9.C.4.d(1)(c) to read:
 - (c) The outgoing Vice Chair must be available throughout the transition period to assist the incoming Vice Chair.

- Change old Section 9.D.1.a to read:

- a. Base representatives shall be supplied / equipped with APFA property as necessary to supplement existing supplies / equipment in accordance with the provisions of Section 5 of this Policy Manual.
- Change old Section 9.D.2. to read:
- 2. Transition from Office **or Position**
 - a. At the end of a representative's term, whether by election, **appointment**, resignation, or other reason, all APFA property as defined elsewhere in this Policy Manual must be transitioned to the successor or to APFA Headquarters **within thirty (30) days**.
 - b. Should any property of the APFA not be returned in accordance with Section 9.C.2. of this Policy Manual, that representative will be personally responsible for the total cost of all equipment and supplies that were not returned.
 - c. If equipment / supplies have not been returned at the end of the thirty (30) days, the representative's final expense check will be held by the APFA until all equipment / supplies have been returned or paid for.
 - d. If equipment / supplies have not been returned at the end of the thirty (30) days, the APFA will make cost-effective efforts to obtain return of, or payment for, the equipment / supplies.
 - e. The value of the equipment will be calculated based on original cost minus depreciation.

SECTION 11

- Change Section 11.C.1. to read:
- 1. During the Dispute Resolution Process or **after the first level hearing** for discharge grievances, the individual Flight Attendant may request and / or accept APFA representation, be represented by a person of his / her choosing, or represent himself / herself.
- Change Section 11.C.4 to read:
- 4. Should the APFA determine, after the appeal process has been followed, that it is not in the best interest of the bargaining unit to pursue a discharge grievance to arbitration, the individual grievant will be afforded the opportunity to pursue his / her own case provided s/he assumes all related costs, fees and expenses of such action. In such an instance, at no cost to the grievant, the APFA will provide APFA members of the SBA. **If the grievant notifies the APFA of his/her desire to proceed to arbitration at his/her own expense the following will apply:**
 - a. **APFA will provide and pay for a Board Member(s).**
 - b. **The grievant will be fully responsible for the following costs:**
 - (1) **The grievant's individual costs**

(2) Witness costs, hotel accommodations, non-employee travel costs

(3) Attorneys fees, subpoena fees if necessary

c. The grievant will be responsible for one-half (1/2) of the remainder of the arbitration costs including but not limited to:

(1) Arbitrator fees

(2) Arbitration hearing room costs

(3) Court reporter costs if transcripts are agreed to

(4) All other "joint" costs which do not solely benefit one party to the arbitration

d. APFA will notify the American Airlines Employee Relations

Arbitration Unit office of the decision of the APFA not to sponsor the grievant's case and of the grievant's timely request to proceed to arbitration at their own expense. The American Airlines Employee Relations Arbitration Unit office will, in a confirmatory letter to the grievant, offer arbitrator dates and the names of the arbitrators on the APFA/AAL Arbitration Panel. The grievant and the Company shall select an arbitrator from the panel within twenty (20) days and the grievant shall be required to respond by the date indicated in the Company's letter.

(1) APFA will maintain an escrow account and the grievant must remit to APFA a certified check in the amount of \$5000.00 no later than sixty (60) days prior to the scheduled hearing date (this amount represents approximately one-half (1/2) of the arbitrator and hearing room costs based on two (2) days of hearing and one (1) day of decision preparation time by the arbitrator. Any additional costs will be billed and must be paid by the grievant prior to the decision of the arbitrator being released. Any overpayment will be refunded). The grievant will notify APFA at that time if he/she will be represented by an attorney, another representative or will represent him/herself.

e. The grievant must respond to the company by the response date specified in the confirmatory letter and must remit the \$5000.00

certified check to the APFA no later than 45 days prior to the scheduled hearing date, otherwise American Airlines will consider the case withdrawn.

➤ Change Section 11.I.5 to read:

5. The grievant's appeal must be received by the APFA within thirty (30) days of the postmarked date of the certified letter notifying the grievant of the pending withdrawal.

SECTION 12

➤ Remove Section 12.A.1.a(1) – (4) [Mailboxes]

➤ Change Section 12.A.1.b to Section 12.A.1 to read:

1. Board Packets

- a. A "Board Packet" will be e-mailed a minimum of twice a month to any representatives who do not have an office at Headquarters.

➤ Change Section 12.A.2.h to read:

- h. If a statement or message is posted on voice mail as a public message, and the content of said statement or message is deemed to fall outside the provisions of the Policy Statement, a good faith attempt to contact the representative who posted the statement or message will be made.

- (1) If the message or statement discloses confidential, or attorney-client privileged information or is unlawful, no contact effort need be made before deleting the message.

- (2) If the representative is unwilling to replace the statement or message with one acceptable under the Policy Statement, said statement or message may be deleted from the voice mail system by written authorization of any three (3) members of the Executive Committee.

SECTION 13

➤ Change Section 13.B.1.a(1)(a) to read:

- (a) In addition to the general duties of a coordinator as provided in 13.B.1.g., the Communications Coordinator will administer the Communications Department in accordance with the policies and procedures established in Section 12 of this Policy Manual;

➤ Change Section 13.B.1.b(1)(e) to read:

- (e) Training (other than **Recurrent Training** / RDTs)
- Change Section 13.B.1.b(2)(a) to read:
 - (a) In addition to the general duties of a coordinator as provided in 13.B.1.g, the Contract Coordinator will coordinate with base representatives, the Office of the Vice President and all APFA administrative departments and committees to monitor Company practice and compliance with non-scheduling provisions of the Collective Bargaining Agreement; and should:
- Change Section 13.B.1.c(1)(a) to read:
 - (a) In addition to the general duties of a coordinator as provided in 13.B.1.g, the Health Coordinator will:
- Change Section 13.B.1.c(2)(a)[1][e] to read:
 - [e] PSRs **must have voicemail.**
- Change Section 13.B.1.d(1)(a) to read:
 - (a) In addition to the general duties of a coordinator as provided in 13.B.1.g. below, the Hotel Coordinator will coordinate with base representatives to monitor Company practice and compliance with respect to layover hotel accommodation standards, security, ground transportation at layover cities, and Flight Attendant crew lounges; and should
- Change Section 13.B.1.d(1)(a)[3] to read:
 - [3] monitor U.S. Department of State travel advisories and distribute, as needed, to the appropriate APFA representative(s) and for publication in SKYWORD **or on the APFA website.**
- Change Section 13.B.1.d(2) to read:
 - (2) **The Base Hotel Representative should be prepared to answer Flight Attendant questions regarding layover hotels/transportation.**
 - [1] **Prior to being listed on a Base Council roster as a Base Hotel Representative, the OCR must have completed the orientation program supervised by the National Hotel Coordinator.**
 - [2] **Base Hotel Representatives are encouraged to maintain up-to-date knowledge of hotel/transportation changes.**
- Change Section 13.B.1.e(1)(a) to read:
 - (a) In addition to the general duties of a coordinator as provided in 13.B.1.g. below, the Safety / Security Coordinator will coordinate with base representatives to monitor Company practice and compliance with respect to aircraft, crew, passenger and cabin safety, natural disasters and Company safety procedures; and should:

- Change Section 13.B.1.e(1)(b) to read:
 - [1] The Base Safety Representative should be prepared to answer Flight Attendant questions regarding layover hotels/transportation.
 - [2] Prior to being listed on a Base Council roster as a Base Safety Representative, the OCR must have completed the orientation program supervised by the National Safety Coordinator.
 - [3] Base Safety Representatives are encouraged to maintain up-to-date knowledge of safety changes.

- Change Section 13.B.1.f(1)(a) to read:
 - (a) In addition to the general duties of a coordinator as provided in 13.B.1.g. below, the Scheduling Coordinator will coordinate with base representatives to monitor Company practice and compliance with scheduling and related provisions of Collective Bargaining Agreements negotiated by the APFA; and should

- Change Section 13.B.1(f)(1)(a)[1][a] to read:
 - [a] open time, reserve, option, make-up and critical coverage lists,

- Change Section 13.B.1.g(4)(a) to read:
 - (a) Transition for Incoming Coordinator(s)

- Change Section 13.C.1.b(1)(c) to read:
 - (c) The outgoing Division Representative must be available throughout the transition to assist the newly-appointed Division Representative(s).

SECTION 14

- Change Section 14.G.2 to read:
 - 2. The solicitations for the WTS for any election shall be mailed once to the affected membership and/or posted on the official APFA website.

- Change Section 14.G.4.a(1) to read:
 - (1) their name, employee number, address, telephone number, office desired, length of service with the Company, current base, previous base(s), and, if self-nominating, signature. If a candidate is nominated by another member, the NBC will contact the candidate by phone to find out whether or not he or she is willing to be a candidate. If the person declines the nomination, the NBC will inform the nominating member.

- Change Section 14.H to read:

H. RETRIEVAL OF WILLINGNESS-TO-SERVE NOTIFICATIONS (WTS)

1. On the specified due date, no fewer than two (2) members of the NBC shall retrieve the WTS from the designated post office box. The NBC will retrieve all the WTS at the same time. Any WTS received after the retrieval will be untimely. The NBC will keep any untimely WTD as part of the election record.
2. Once retrieved, the WTS shall be examined by the NBC to determine candidate eligibility. The NBC will determine reference eligibility a provided in Section 14.G.11. above.
 - a. The National Ballot Committee shall contact all candidates submitting a Willingness to Serve for verification prior to names being released to the membership.
3. Prior to the mailing of the ballots, the NBC will send each candidate a standard "Candidates Letter" that explains basic campaign rules.

➤ Change Section 14.K.2.a to read:

- a. The only items that may be included in the ballot packet for candidate elections shall be the ballot, the secret ballot envelope, general instructions, a ballot return envelope and candidate information sheets / booklets. Based on factors such as the number of elections, the number of candidates and the costs of printing and mailing, the NBC will decide whether the candidate information is sent in sheet or booklet form.

➤ Change Section 14.K.3.a to read:

- a. The only items that may be included in the voter packet for candidate elections shall be an election notice, credentialing information, voting instructions, a guide to voting electronically and candidate information sheets / booklets. Based on factors such as the number of elections, the number of candidates and the costs of printing and mailing, the NBC will decide whether the candidate information is sent in sheet or booklet form.

➤ Change Section 14.K.7 to read:

7. In mail ballot elections, duplicate ballots will be issued, upon request, up to five (5) days prior to the ballot due date. In electronic ballot elections, instructions for the replacement of an activation code will be provided on the voting website.

➤ Change Section 14.L.6 to read:

6. The NBC will decide which members of the Committee will retain keys to official NBC files. All NBC files will be kept in a locked office or in locked file cabinets. NBC files will never be in a location accessible to any person other than the NBC members who have keys.

➤ Change Section 14.N.2.a to read:

- a. If both an original and duplicate ballot is received, only the duplicate will be counted.

- Change Section 14.N.4.b(1) to read:
 - (1) Challenged ballots are reviewed after the initial ballot count has concluded. If, during the challenged ballot process, it is determined that the voter is eligible, the vote will be included in the certified results. Election officials should remember that it is always preferable to determine if a challenged ballot should be counted, rather than to risk denying an eligible member the right to vote. **If challenged ballots are counted, the NBC will take appropriate steps to try to ensure the secrecy of the vote.**

- Add Section 14.O.4.h to read:
 - h. The NBC will keep copies in its files of all debate-related information including the original recording.**

- Change Section 14.P.1.c(1)(b) to read:
 - (b) The candidate who desires Official Observers at an APFA Ballot Count must submit a written notification to the NBC, listing potential Official Observers, no later than twenty-four (24) hours prior to the ballot count. The NBC will verify that the observers are active members in good standing.

- Change Section 14.Q.2. to read:
 2. Upon certification of an election, the results will be recorded on the APFA Hotline by the Secretary's designee **and/or posted on the APFA website.**
 - a. The Secretary shall make all reasonable efforts to designate a member of the NBC to record a Hotline.
 - b. The Hotline text **and the the website posting** reporting the election results should be written in a neutral and unbiased manner.

- Delete Section 14.Q.6 [requires APFA to put results on the Hotline, APFA bulletin Boards and in SKYWORD]

- Change Section 14.T.1.b. to read:
 - b. At least sixty (60) days prior to the Annual Convention, the NBC, on behalf of the Secretary, shall issue a WTS to the membership via SKYWORD **and/or the APFA website** to advise the membership that the Delegates will election Ad Hoc Member(s) of the Executive Committee.

- Change Section 14.T.4 b(1) to read:
 - (1) If at any time during the balloting process provided herein for any Ad Hoc Member Place, a candidate receives two-thirds (2/3) majority vote of the recorded Delegates, that individual shall be deemed elected to that Ad Hoc Member Place.

- Change Section 14.T.5.b to read:

- b. The scheduled election dates for the three-year (3) staggered terms are as follows:

2014-2017	Places	# 1 and 2
2013-2016	Places	# 3 and 4
2015-2018	Places	#5
and so on.		

SECTION 15

- Change Section 15.C.1 to read:
 1. The Elected and Appointed Negotiators from each affected Operation and the President of the APFA shall comprise the APFA Negotiating Committee, except as otherwise provided in Article X, Section 5.C. of the APFA Constitution. National Officers other than the President may not hold a position of Elected Negotiator or Appointed Negotiator.
- Change Section 15.H.1.a to read:
 - a. Should a Negotiator resign, become incapacitated, die, transfer from the Operation from which s/he was appointed or elected, or be removed from his / her position in accordance with the provisions of the APFA Constitution, new election(s) and/or appointment(s) shall be held / made in accordance with paragraphs 15.A, B, and C above to fill the vacancy. Pending completion of elections(s) for Elected Negotiator(s), the remaining Negotiators are authorized to act as the APFA Negotiating Committee.
- Delete Section 15.L [Transition provision]

SECTION 17

- Change Section 17.F.1 to read:
 1. Motions **may be** based on untimeliness, lack of specificity, failure to state a violation, or claiming that the conduct that is furnishing the basis for the charges **is** protected.
- Change Section 17.F.2.b.(2) to read:
 - (2) The response shall be sent to the Secretary who shall forward it to the Arbitrator and send a copy to the **accuser**.
- Change Section 17.F.5.a. to read:
 - a. Nothing herein shall restrict the Article VII Arbitrator's authority to extend the time limit requirements of any motion, so long as all parties are promptly advised of such extension.