



IF YOU ARE A PILOT, FLIGHT ATTENDANT, MECHANIC OR UNION MEMBER OF ANY KIND . . . READ THIS!

You may find that you don't have rights you thought you had. Rights that American citizens are supposed to have. We thought we were protected by the Railway Labor Act. We also thought we had a contract with our Union. It now appears our union can unilaterally set our constitution aside and waive our rights against our employer.

WHAT HAPPENED

In 2003, American Airlines negotiated with our union OUTSIDE of the Railway Labor Act that required "Section 6" procedures. Our union, the Association of Professional Flight Attendants, then submitted the tentative agreement it reached to a ratification vote that violated the union's constitution. When the membership voted "NO," the Company and Union extended the vote, and the vote miraculously became "YES" A day later, newspapers reported that the Company was giving multi-million dollar bankruptcy-protected bonuses to its executives.

Flight Attendants filed suit. It took 5 years before the case was heard. When it was, the federal court dealt employees a stunning blow. It ruled that employees who are members of a union cannot sue their employer under the Railway Labor Act. Only their union can. Since the Union had not sued the employer but was supporting it, our case was dismissed.

An Appeal was filed. Late this September, the Appellate Court agreed that only the union could sue; the employees could not. Indeed, the Appellate Court suggested that the same was also true of employees in industries covered by the National Labor Relations Act.

So, you thought your union was only your collective bargaining agent? Think again. It may also be the only one who can go into court for you to require your employer to live up to its obligations. If it alone has that right, and chooses not to hold the employer accountable, your rights, wages and benefits may be waived.

The only direct recourse you will have under those circumstances will be against your union, and if you're in an industry covered by the RLA, your rights against it will be minimal. Merely proving that it violated your Constitution will not get you anywhere because, according to the Appellate Court, any rights you had under state contract law have been eclipsed.

WHAT YOU CAN DO ABOUT ALL THIS

Help us take the case to the Supreme Court and ask it to review these rulings!

- Go to www.wewantourmoneyback.net and read the Decision and Briefs in the case.
- Make a CONFIDENTIAL donation of any size (\$ 75 is recommended) through PayPal at www.WeWantOurMoneyBack.net or send a check made out to We Want Our Money Back, to WWOMB, 2222 Michelson Drive, Suite 322, Irvine, CA 92612-1332.
- Consider joining the list at that site of employee- and citizen- contributors who want to openly support our Petition. (Joining this list is not required.)
- Copy and distribute this flyer (by email, for instance) to friends, co-workers, relatives and colleagues. (But not on company time or property.) Remember: The fate of your rights as an employee and union member is in your hands.