



*Association of Professional
Flight Attendants*

Representing the Flight Attendants of American Airlines

September 1, 2017

Paul Jones
Senior Vice-President & General Counsel
American Airlines, Inc.
P.O. Box 619616, MD HDQ Legal
DFW Airport, TX 75261-9616

BASE CASE # 2017-APFA-1 - CORRECTED

RE: *Company's Plan to Declare FOI on October 18, 2018*

Dear Mr. Jones:

In accordance with Section 30.B.2. of the Joint Collective Bargaining Agreement (JCBA or Agreement) between American Airlines, Inc. and the Flight Attendants in the service of American Airlines, Inc., as represented by the Association of Professional Flight Attendants, I hereby protest the Company's Plan to declare Flight Attendant Operational Integration ("FOI") before it has satisfied the contractual conditions of FOI. By its intended conduct, the Company will violate Sections 8, 9, 10, 11, 12, 13, 14, 15, 20, 25, 29 and Letter 1 and other related sections of the JCBA.

On April 18, 2017, American announced its plan to migrate the LUS Flight Attendants on October 18, 2018, from its pre-merger crew management system, CATS, to the LAA Flight Attendants pre-merger crew management system, FOS. It would then declare that it had achieved FOI. It also announced that after FOI, PBS would be extended to LAA Flight Attendants one base at a time. It stated that the schedule of staggered implementation would begin on October 18, 2018 and end by December 31, 2019.

The Company's Plan violates the JCBA in the most fundamental way: It would destroy the contract's principal objective of bringing the LAA and LUS Flight Attendants under a single collective bargaining agreement. Instead, the plan would perpetuate the distinctions that are based on a Flight Attendant's pre-merger airline. It would also divide the LAA Flight Attendants into two groups, each governed by a different contract. Prolonging the dichotomy associated with LAA and LUS as well as splitting the LAA workforce were never contemplated by the parties during negotiations and are not permitted by the JCBA.

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On January 1, 2014, when the JCBA went into effect, it was understood that the LAA and LUS Flight Attendants would continue to be governed in certain respects by their pre-merger collective bargaining agreements. The last provisions of the JCBA to be implemented would be PBS, TTS, ETB and ROTTA at LAA. At that point in time, the LUS Flight Attendants would be integrated into FOS, and all Flight Attendants would then be covered by the JCBA only. FOI could then be declared.

Letter 1 of the JCBA, "Implementation Timeline Letter of Agreement," provides in material part:

At the point in time when PBS, ETB and the Reserve processing are implemented, the LUS Flight Attendants will be integrated into the Flight Attendant Scheduling System with the LAA Flight Attendants . . . At L1-5,

Flight Attendants Operational Integration will be defined as the date on which LUS Flight Attendants migrate to the Crew Management System under a common scheduling platform covering all Flight Attendants under the Agreement. At L1-1.

In accordance with these provisions, at the point FOI occurs, the LAA Flight Attendants and LUS Flight Attendants will have the same scheduling tools (PBS, TTS, ETB, and Reserve rotation), same crew management system (FOS), and one collective bargaining agreement (JCBA).

In a February 26, 2016 Update, the Company correctly defined FOI:

By now we're sure you've heard the term "FOI" but what exactly does it mean for you as a flight attendant? FOI represents the point in time when we will be truly merged as a team and represents one of the last major milestones of the merger. At such time, legacy American and US Airways flight attendants will be able to fly together on the same aircraft, under the same work rules and in the same crew system. It's also important to note FOI will be when legacy American flight attendants are eligible to transfer to legacy US Airways bases and vice versa.

However, American abandoned the contractual meaning of FOI and replaced it with one of its own creation. On April 18, 2017, it announced a plan (the "Plan") centered on its redefinition of FOI. According to the Plan:

1. In May 2018, the Company will implement TTS, ETB, and ROTA at all LAA bases.
2. On October 18, 2018, the LUS Flight Attendants will be integrated into FOS, the crew management system operated at LAA.
3. On October 18, 2018, the LUS Flight Attendants will be covered exclusively by the JCBA, but the LAA Flight Attendants will continue to be covered by their 2012 pre-merger agreement, since PBS will have yet to be implemented at LAA.
4. From October 18, 2018 through December 31, 2019, American will install PBS one base at a time. When PBS is implemented at a particular station, the LAA Flight Attendants there will be covered by the JCBA only. At bases where PBS has not yet been put in place, the pre-merger agreement would remain in effect.

By improperly reordering these contractual steps and redefining FOI, the Company's Plan will have a substantial adverse and disruptive impact on all Flight Attendants. First, based on the Company's current projection, as much as fifteen months will separate when LUS Flight Attendants and LAA Flight Attendants are covered exclusively by the JCBA. The parties agreed to a Joint Collective Bargaining Agreement that would indeed extend to both cohorts of Flight Attendants. By definition, it cannot apply to one group and not the other. Not surprisingly, the JCBA does not distinguish between LAA and LUS. In fact, neither acronym appears in the sections of the contract.

Second, the Company has announced that during this fifteen-month period, when PBS will be implemented at LAA on a staggered basis, it will manufacture a new label for Flight Attendants bases. It will dispense with LAA and LUS and will unilaterally establish the classifications of "PBS" and "non-PBS."

Third, during the period of staggered implementation, LAA Flight Attendants will be divided into two factions, separated by different contracts. For those whose bases have converted to PBS, they will be governed by the JCBA, and for those that have not yet to undergo this change, the Flight Attendants will remain under their pre-merger agreement. The idea of cleaving either LAA or LUS Flight Attendants into two groups covered by different contracts was never suggested during negotiations. Not surprisingly, there is nothing in the JCBA that even hints at permitting this arrangement.

Fourth, the filling of vacancies at LAA and LUS bases was scheduled to occur at FOI when all Flight Attendants would be governed by the JCBA. Wherever Flight Attendants transferred, the scheduling provisions would be the same as at their former base. However, under the Plan, there will be no system wide uniformity.

Some bases will be subject to the JCBA and others to the LAA pre-merger agreement. Flight Attendants moving from one to the other would have to undergo training to learn the processes for scheduling and bidding schedules. But the JCBA does not provide for such training as all Flight Attendants are to be governed by the same scheduling protocol.

Finally, the Plan will perpetuate a multitude of other contractual violations, many of which may not become evident until the Plan is implemented.

Based on the Company's violation of the JCBA, APFA demands the following relief:

1. The Company immediately cease and desist from carrying out the Plan;
2. At the point in time when PBS is implemented at LAA, the Company will integrate LUS Flight Attendants into FOS under a common scheduling platform, the JCBA will become the only contract in effect for all Flight Attendants, and FOI will occur;
3. The Company shall otherwise comply in full with the JCBA;
4. The grievance be handled on an expedited basis so that once it is sustained, the JCBA can become the exclusive agreement for all Flight Attendants as quickly as possible; and
5. Any other relief deemed appropriate by the System Board.

Sincerely,



Robert Ross
National President

cc: SBA
Rob Clayman