



*Association of Professional
Flight Attendants*

Representing the Flight Attendants of American Airlines

December 15, 2015

BASE CASE # 2015 – APFA – 7

Mr. Paul Jones
Senior Vice President & General Counsel
American Airlines, Inc.
P.O. Box 619616, MD HDQ Legal
DFW Airport, TX 75261-6916

RE: *Staffing Levels on Boeing 767 Aircraft*

Dear Mr. Jones:

In accordance with the provisions of Sections 10.Q.3-4 and 30.B.2 of the Joint Collective Bargaining Agreement (“JCBA”) between American Airlines, Inc. and the Association of Professional Flight Attendants, I hereby protest the Company’s violation of Sections 10.Q.1, 2, and 3 of the JCBA, and any related articles of the JCBA as it pertains to the Company’s implementation of new staffing formulas for the Boeing 767 aircraft, which assigns an unreasonable workload to flight attendants assigned to work on board these flights. Further, I protest the Company’s breach of Section 4 of the October 19, 2005 Settlement of Presidential Grievance #2004-APFA-002 (737 Staffing) and Agreement on Flight Attendant Layover Rest and Crew Meals (“737 Staffing Presidential Grievance Settlement”).

In accordance with the JCBA, AAA Case Number 131990037494, American Airlines and APFA, Interest Arbitration Award dated October 20, 1995, pages 61-62 (“Interest Arbitration Award”), I demand that the Company immediately cease and desist from violating Sections 10.Q.1, 2, and 3 of the JCBA and the Interest Arbitration Award. The Company has failed to factor in the additional job responsibilities, duties, service levels, passenger loads and the time frame given to accomplish these additional job responsibilities and duties. APFA further demands that the Company staff the Boeing 767 aircraft with additional flight attendants necessary to accomplish the service requirements, taking into account the levels of service time, and passenger loads vis-à-vis the additional duties and workloads that have been added to the 767 aircraft, to avoid an unreasonable workload to flight attendants on board these aircraft. APFA demands that the Company make all affected flight attendants whole; and grant any additional relief deemed appropriate.

In addition, I demand that the Company immediately cease and desist from violating Section 4 of the 737 Staffing Presidential Grievance Settlement. As the Company recognized in this landmark agreement, APFA went to “considerable expense in developing a flight attendant modeling program for the evaluation of future staffing requirements . . . to more accurately evaluate

staffing formulas.” To that end, it is critical to remind you of what APFA and the Company agreed to in Section 4:

The Company and the APFA have agreed to jointly explore evaluation of Flight Attendant task and workload analysis on all aircraft using the modeling program and data collection methods developed for use by APFA in the 737 Presidential Grievance.

The parties reviewed the Workload Modeling Program on September 12, 2005 during a demonstration led by APFA’s consultant. The intent of the parties is to explore the development of future joint modeling programs using scientific, objective analysis for all aircraft based upon baseline staffing formulas for each aircraft. This would require the parties to be jointly trained and certified by a scientific aviation expert in workload assessment, and to create the task lists for each Flight Attendant position, gather data, evaluate and assess Flight Attendant workload prior to any notice of intent to change staffing levels on any aircraft . . .

(emphasis added). In violation of this language and the parties’ intent, the Company neither met with APFA, nor used any joint modeling program to evaluate the new staffing formulas prior to the notice of intent to change staffing levels on the 767 Aircraft. To remedy this violation, in addition to the remedies requested above, we request that the Company abide by the 737 Staffing Presidential Grievance Settlement, and suspend any changes to the staffing levels on the Boeing 767 Aircraft until the parties have had the opportunity to jointly evaluate and assess Flight Attendant workload through the agreed-upon procedure.

Sincerely,



Marcus Gluth
National President

cc: SBA