

American Airlines®

November 19, 2002

Mr. Jeff Bott
Vice President
Association of Professional
Flight Attendants
1004 West Eules Blvd.
Eules, TX 76040

~~SS-15-1997-APFA-3~~

Re: 1997-APFA-03 (Contacting Flight Attendants on Sick List)

Dear Jeff,

This letter confirms our understanding regarding the resolution of APFA Presidential Grievance # 1997-APFA-3 on the subject of Article 26.H.2, and Appendix I, Article 26.H.2.

Both parties agree that the language contained in the current Collective Bargaining Agreement ratified on September 12, 2001 on the subject of Firm vs. Tentative Clearance dates, as well as the decision in Quarterly System Board of Adjustment case SS-34-2000-IMA-1 resolve the issue contained in the Presidential grievance.



Jeff Bott
Vice President
APFA



Michael J. Waldron
Managing Principal
Employee Policy/Relations

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

Effective: September 12, 2001

H. SICK CALL PROCEDURES

A Flight Attendant unable to report for duty shall, unless prevented by reasons beyond his/her control, notify Crew Schedule or his/her immediate supervisor as far in advance of the starting time of his/her duty assignment as possible.

1. Initial Notification of Absence. The Flight Attendant must provide the Company with the estimated duration of absence and fix a date for a future contact. It is the responsibility of the Flight Attendant to contact Crew Schedule no later than the contact date given. If the Flight Attendant is not prepared to return to work, another contact with Crew Schedule must be made and an estimated date of return established. If the Flight Attendant anticipates a further extension of absence, or when a sickness becomes more protracted than originally anticipated, the Flight Attendant must promptly contact a supervisor and provide the Company with required information. When a Flight Attendant is unwilling to discuss the nature of the medical problem with a supervisor, the supervisor will refer the Flight Attendant to the Medical Department.

2. Firm Clearance Date. At the time the Flight Attendant provides notification to the Company of her/his inability to report for duty, s/he will be provided an opportunity to designate all or a portion of the planned period of absence as "firm". The Company will also provide an automated means for a Flight Attendant to make this indication (e.g., AVRS) at a later date.

a. If the Flight Attendant indicates that all or any portion of the period of planned absence is firm, each trip sequence which is scheduled to operate during any portion of the firm period will be released into open time at the time of such indication.

b. If the Flight Attendant with a firm period of planned absence subsequently clears from the sick list prior to the end of the period, the following adjustments will be made to her/his monthly activity record, as applicable.

(1) Each trip sequence which was removed and for which the Flight Attendant is now legal and available to fly, will, if still in open time, be reinstated onto her/his monthly activity record and the Flight Attendant's sick bank will not be charged to the hours of the reinstated trip sequence. And/or,

(2) For each trip sequence which was removed and for which the Flight Attendant is now legal and available to fly, but which is no longer available to be reinstated, the Flight Attendant will be held available on any day(s) originally scheduled to fly and the Flight Attendant's sick bank will not be charged for the hours of the original trip sequence(s) nor any available day(s). The Flight Attendant's applicable monthly guarantee will be protected provided s/he adheres to the requirements of Flight Attendants with availability obligations.

(3) Notwithstanding (2) above, if a Flight Attendant clears the sick list after availability assignments have been awarded, the sick bank for the Flight Attendant will be charged for the hours of the original

removed trip sequence and no available days will be placed on her/his activity record for such trip sequence only.

3. Tentative Clearance Date. Any portion of a planned period of absence not indicated as "firm" will be considered tentative. Each trip sequence scheduled to operate during any portion of a tentative planned period of absence will be released into open time on the day prior to each such trip sequence at the time mutually agreed to by the APFA and the Company for such release.

4. Contact Number. The Flight Attendant will also provide a contact number which may be used by the Company for administrative purposes or to request a medical certificate. A Flight Attendant will not be required to obtain permission to leave his/her contact number. Furthermore, a Flight Attendant will not be disciplined solely for being unavailable at his/her contact number.

I. MEDICAL CERTIFICATE

A Flight Attendant may be required to submit a medical certificate signed by the Flight Attendant's personal physician to support payment of sick leave benefits. A verbal instruction will be considered sufficient to support this requirement. All verbal instructions will be confirmed in writing. Such medical certificates shall contain the following information:

1. Date(s) treatment received,
2. Diagnosis of illness or injury in medical terms,
3. Prognosis.

J. SICK CALL FOR EPT

The Company agrees not to charge a Flight Attendant for sick time when s/he calls in sick for his/her "EPT" training class. When all other attempts to reschedule the Flight Attendant without loss of a duty-free period or trip sequence have been exhausted, the Company reserves the right to reschedule the Flight Attendant on a duty-free period, if necessary, depending on the "EPT" schedule. If the rescheduling of the Flight Attendant "EPT" class requires that the Flight Attendant be removed from a scheduled trip, such flight attendant will not be paid under the provisions of Article 3.H. of this Agreement.

K. STATEMENT OF MUTUAL OBLIGATION

The Flight Attendant and Association of Professional Flight Attendants recognize their obligation to prevent absence for reasons other than illness or injury, or other abuse of such sick leave privilege, and pledge their wholehearted cooperation to the Company to prevent abuse.

L. ADDITIONAL ASSISTANCE

If the Company, at any time in its discretion, grants additional sick leave or assistance to any Flight Attendant, it shall not constitute a precedent requiring additional sick leave or assistance in any other case.

AMERICAN AIRLINES

and

ASSOCIATION OF PROFESSIONAL
FLIGHT ATTENDANTS

ARBITRATION OPINION & AWARD
Susan R. Brown, Arbitrator

SS-34-2000-IMA-1, Randy Trautman et al

DATE OF AWARD: 28 June 2001

RECEIVED

JUN 29 2001

System Board of Adjustment:

For the Company: Emily Johnston

For the Union: Jeff Bott

Neutral Chair: Susan R. Brown

APFA
System Board of Adjustment
By 

Appearances:

For the Company: Mario Silvestri, Human Resources Representative
Cathie Sarria, Counsel, Field Human Resources

For the Union: Julie Moyer, SEDR
Patt A. Gibbs, SBA Advocate

Date of hearings: 15 February 2001

Location of hearings: AA Headquarters, DFW

BACKGROUND

As is true in any workplace, staffing during the Christmas-New Year's holidays tends to be difficult. In 1999, the IMA Base Manager created a task force to review Flight Attendant absences during the holiday period. Different Flight Service Managers (FSM) were assigned to review absences each day from 20 December through 1 January according to guidelines he issued. These stated in pertinent part:

- Identify new names from the sick list of the day before and using the following parameters determine if additional steps are necessary:
 - Previous Christmas absences?
 - Scheduled to fly on 25th and 31st?
 - Sick in conjunction with VC?
 - Plan clear date past 31DEC99?

(JX 2)

The FSMs filled out a work sheet for any Flight Attendant who was absent and met these criteria. If the FSM knew of personal circumstances of any Flight Attendant that indicated that no abuse was likely (e.g., maternity leave, long term illness, a death in the family, etc.), no action was taken. Other Flight Attendants on the sick list were called at home. If they gave explanations that, in the FSM's opinion, meant no abuse was likely (e.g., in the process of applying for FMLA, recent surgery, the employee sounded genuinely ill, etc.), no further action was taken. If no such explanation were offered, the FSM orally issued a Medical Certificate Requirement (MCR) to the Flight Attendant. Of the 176 Flight Attendants on sick leave during the holiday period, 36 received MCRs.

The Union grieved this IMA procedure as a blanket MCR. The parties stipulated that MCRs may be imposed only when abuse is suspected¹. As a corollary to this requirement, the parties agreed that "blanket" MCRs may not be issued.

¹ Flight Attendants may be required to provide medical documentation in other circumstances, such as fitness for duty and lengthy absences under the AA Attendance policy, none of which are pertinent to the issue before us. They may also choose to provide documentation in order to reduce the charged number of occurrences.

OPINION

The parties' presentations indicated some confusion and disagreement about the meaning of certain words used routinely in the discussion of sick leave abuse. Before we analyze the particular events at issue here, let us clarify the definitions so that we can have a mutual understanding of how the monitoring of sick leave may occur.

The first is the word "pattern". When this word is used in the context of sick leave abuse, "pattern" may refer only to the history of an *individual* Flight Attendant, not to any group of Flight Attendants or any particular time period. For example, the high rate of absence during a holiday period is not a "pattern" of sick abuse, merely a high rate of absence.² For an Flight Attendant to be charged with a pattern of sick leave abuse, only the history of that particular Flight Attendant may be considered.

The second word is "blanket", as in "blanket MCR". The word blanket does not refer only to the circumstance where every single Flight Attendant on sick leave at a given base is issued an MCR; a blanket can have several shapes and sizes and still remain a blanket. A group of MCRs issued to Flight Attendants based on one or more criteria, irrespective of an individual's personal history and circumstances, is also a blanket. An example of this type of blanket would be if an MCR were issued to all Flight Attendants who used sick leave on a given Friday.

Let us turn then to the Christmas 1999 events at IMA. Management is entitled to monitor abuse during periods of high absenteeism; it would be naïve of us to believe that sick leave abuse is not also higher during those periods. The task force to review employees' records and the use of worksheets is therefore not improper.

² Patterns of absence *among* employees, for example during a job action, is not at issue here.

The key to detecting abuse, however, is in each employee's personal record. For example, an employee who had a history of past absences during the Christmas-New Year's holidays gives management a reason to suspect possible abuse and to request an MCR. This is perfectly reasonable management oversight.

The mere timing of an absence, however, for example during a holiday time or in conjunction with vacation or other leave, is not sufficient to generate an MCR without some evidence of a "pattern" in that employee's record or other indication of possible malingering. An employee, for example, who had a perfect attendance record and then used sick leave from 23 to 26 December displays no pattern giving rise to a suspicion of abuse, despite the timing of the absence. If that same employee, however, had attempted to trip trade for those dates and had been unsuccessful, suspicion aroused by such action could, even absent a pattern, justify an MCR.

Once a Flight Attendant's record has been reviewed, a supervisor should take no action if no evidence of abuse exists, either a pattern of absence or other indicators as discussed above. No action, in such cases, includes not calling such Flight Attendants at home about the Flight Attendant's medical status. Calling in such circumstances to inquire about suspicion of abuse is one example of an improper blanket.³ Testimony from witnesses and the directive issued to the holiday attendance taskforce indicate that some Flight Attendants were improperly caught under a blanket MCR. At least one Flight Attendant appeared to have received an MCR for his or her absence during the pertinent period despite a perfect attendance record. The reasons for issuing at least some of the MCRs were not documented. Supervisors must be clear about the reasons they suspect abuse before taking action.

³ As noted, we are discussing here only suspicion of abuse situations. Nothing should be inferred one way or the other about other circumstances under which a Flight Attendant may be called at home.

Those Flight Attendants issued MCRs without legitimate reasons for the suspicion of abuse are entitled to relief; those where such suspicion was documented in the record are not. Relief may consist of having the Flight Attendant's record changed to delete all references to an MCR for that absence as well as, in some cases, reimbursement for documented out-of-pocket expenses incurred for doctors' visits. Such expenses could include extraordinary transportation costs, medical co-pays, and unreimbursed doctor's fees. Flight Attendants who went to the doctor for reasons other than having received an MCR, to substantiate Family Leave, for example, are not eligible for reimbursement. Eligible Flight Attendants must produce receipts in order to receive payment.

The Board has reviewed the records of all Flight Attendants who received MCRs at IMA for the Christmas-New Year's holiday period in 1999-2000 and finds that they fall into five categories:

- Grievance denied – record remains unchanged;
- Reference to MCR to be deleted from personnel records – reimbursement provided for eligible, documented expenses;
- Reference to MCR to be deleted from personnel records – employee not eligible for reimbursement;
- Reference to MCR in personnel record changed to reflect a 30-day duration letter – employee not eligible for reimbursement;
- No reference to MCR found in employee's personnel records – reimbursement provided for eligible, documented expenses;
- No reference to MCR found in employee's personnel records – employee not eligible for reimbursement.

It is important to note that the Board has altered the records of employees for different reasons, depending on the individual circumstance revealed by the evidence presented.

AWARD

To the extent that the Company issued MCRs based on the timing of absences during the 1999 holiday period and not on the individual circumstances of the Flight Attendant involved, those MCRs constituted a "blanket" requirement and violated the guidelines for issuing medical certificate requirements under the Company Attendance Policy.

Various categories of relief are available to certain Flight Attendants as set forth in the award above. To protect the privacy of individual Flight Attendants, the eligibility of each Flight Attendant is listed according to a numbered list agreed upon by the parties:

Grievance denied – record remains unchanged

Flight Attendant #s 6, 7, 10, 12, 14, 15, 20, 21, 22, 23, 24, 29, 31, 32, 34, 36, 37

Reference to MCR deleted from personnel records – reimbursement provided for eligible, documented expenses

Flight Attendant #s 2, 3, 5, 16

Reference to MCR deleted from personnel records – not eligible for reimbursement

Flight Attendant #s 8, 19, 25, 28, 30, 33, 35, 38

Reference to MCR in personnel record changed to reflect a 30-day duration letter – not eligible for reimbursement

Flight Attendant #s 9, 26

No reference to MCR in personnel records – reimbursement provided for eligible, documented expenses

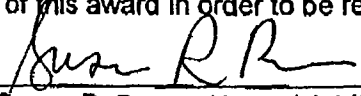
Flight Attendant #s 1, 4

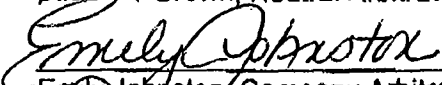
No reference to MCR in personnel records – not eligible for reimbursement

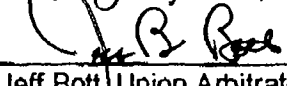
Flight Attendant #s 13, 18, 26

Eligible Flight Attendants must provide the Company with documentation of expenses within 60 days of the date of this award in order to be reimbursed.

Dated: 6/28/01


Susan R. Brown, Neutral Arbitrator


Emily Johnston, Company Arbitrator


Jeff Bott, Union Arbitrator

Concur

Dissent

Concur

Dissent