



*Association of Professional  
Flight Attendants*  
Representing the Flight Attendants of American Airlines

December 18, 2017

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

Re: **SS-98-2017-APFA-2**      *48 Hours PBS Processing*  
*Association of Professional Flight Attendants (APFA) vs. American Airlines, Inc.*

Dear Mr. Jones,

In accordance with the provisions of Section 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.C.6., 10.E.2.e. and 10.G.2.c., and any related sections of the JCBA, as it pertains to the Company’s plan to publish the official PBS awards later than the established contractual guidelines.

**(1) Questions at Issue**

Whether Section 10.C.6. requires the Company to publish the official PBS awards on the 18<sup>th</sup> day of the calendar month prior to the subsequent bid period?

Whether Sections 10.E.2.e. and 10.G.2.c. require the Company to limit to 48 hours while PBS is processing, the period during which a Flight Attendant cannot pick up, drop or trade a trip that touches the last six (6) days of the bid period?

**(2) Statement of Facts**

Sections 10.E.2.e. and 10.G.2.c. provides in material part:

In order to avoid transition conflicts, for a period not to exceed forty-eight (48) hours while PBS is processing, a Flight Attendant shall not be able to pick up, drop or trade a trip that touches the last six (6) days of the bid period.

The Company has announced that it will unilaterally change: (1) the number of hours between the close of bidding and the official publication of the PBS awards from 48

hours to 120 hours; and (2) the period during which a Flight Attendant cannot pick up, drop or trade a trip that touches the last six (6) days of the bid period from 48 hours to 120 hours.

### **(3) Position of the APFA**

The requirements of the JCBA are clear and unambiguous:

1. “the official PBS awards shall be published no later than the 18th day of the calendar<sup>1</sup> month prior to the subsequent bid period”. Section 10.C.6.; and
2. “for a period not to exceed forty-eight (48) hours while PBS is processing, a Flight Attendant shall not be able to pick up, drop or trade a trip that touches the last six (6) days of the bid period.” Sections 10.E.2.e. and 10.G.2.c.

The Company intends to violate the express language of these contractual requirements:

1. Rather than publishing the official PBS award no later than the **18<sup>th</sup> day** of the calendar month prior to the subsequent bid period, American intends to publish the official PBS award on the **21<sup>st</sup> day** of the calendar month; and
2. Rather than limit the period to **48 hours** during which a Flight Attendant shall not be able to pick up, drop or trade a trip that touches the last six (6) days of the bid period, American intends to expand this period to **120 hours**.

The Company’s plan to override the express terms of the JCBA will cause significant hardship and erosion of quality of work life for Flight Attendants.

APFA hereby demands the following relief:

1. The Company cease and desist from taking any steps to violate Sections 10.C.6., 10.E.2.e., and 10.G.2.c. and any related sections of the JCBA.
2. The Company immediately reverse its decision to violate the requirements of the JCBA, and confirm that it will comply in full with Sections 10.C.6., 10.E.2.e. and 10.G.2.c by:

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<sup>1</sup> By agreement of the parties, the phrase “contractual month,” as it appears in Section 10.C.6 of the JCBA has been changed to “calendar month”.

- a. publishing the official PBS awards no later than the 18th day of the calendar month prior to the subsequent bid period; and
  - b. limiting to no more than the forty-eight (48) while PBS is processing, the time during which a Flight Attendant cannot pick up, drop or trade a trip that touches the last six (6) days of the bid period.
3. In the event the Company imposes unilateral modifications to Sections 10.C.6., 10.E.2.e., and/or 10.G.2.c., APFA demands that the Company make all affected Flight Attendants whole, and grant any additional relief deemed appropriate including, but not limited to punitive damages and disgorgement of any savings resulting from non-compliance with these provisions of the JCBA with such savings to be distributed to the Flight Attendants.

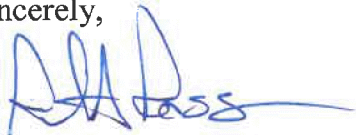
**(4) Position of the Company**

Without explanation, the Company states in its November 20, 2017 decision that its plan to “publish official PBS awards is consistent with the parties’ agreement.”

The submission of this Grievance preserves and is without prejudice to APFA’s position that this a major dispute. As such, a court rather than the APFA-American System Board, has the jurisdiction to resolve this case and enforce the JCBA. In addition, should APFA prevail, the court will determine the appropriate remedy including, but not limited to attorneys’ fees incurred by APFA and punitive damages and disgorgement of any savings resulting from non-compliance with these provisions of the JCBA with such savings to be distributed to the Flight Attendants.

By filing this grievance, APFA does not concede that this matter is a minor dispute. In the event the underlying facts and issues are deemed to be a minor dispute, this System Board submission is intended to ensure compliance with the time limits and other requirements set forth in Sections 30 and 31 and other related sections of the JCBA.

Sincerely,



Bob Ross  
APFA National President