



*Association of Professional
Flight Attendants*

Representing the Flight Attendants of American Airlines

February 2, 2018

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

Re: **SS-129-2017-APFA-4** **APFA vs American Airlines - Recognition and Scope**

Dear Mr. Jones:

In accordance with the 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, APFA hereby submits the grievance of APFA v. American Airlines, Inc. to the System Board of Adjustment.

1) Question at Issue

Did the Company violate Sections 1.B, 2.R, and any related sections of the Joint Collective Bargaining Agreement (“JCBA”) through its use and assignment of Flight Service Managers (“FSMs”), whose names do not appear on the current Flight Attendant System Seniority List, to perform and/or assist with the performance of Flight Attendant duties, including, but not limited to, en route passenger service?

2) Statement of Facts

This grievance was filed on December 29, 2017 (Submission Exhibit No. 1). An initial investigation was conducted by Ms. Cindi Simone, Managing Director of Labor Relations, who rendered an initial decision under date of January 19, 2018. (Submission Exhibit No. 2). This decision being unsatisfactory, this case is respectfully submitted to the System Board of Adjustment for adjudication.

3) Position of the APFA

It is the position of the APFA that the Company has violated Sections 1.B, 2.R, and any related sections of the JCBA, and continues to do so. It is therefore respectfully requested that the Board render a decision finding the Company’s actions improper; requiring the Company to cease and desist from breaching the Recognition, Scope, and any other relevant clauses of the JCBA; to cease and desist from assigning FSMs to perform, and/or assist with the performance

1004 West Eules Blvd • Eules, Texas 76040

Tel: (817) 540-0108 • Fax: (817) 540-2077 • www.apfa.org



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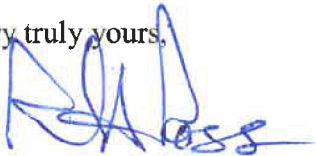
of, any en route passenger service, including meal and beverage services; to further cease and desist from assigning FSMs to perform, and/or assist with the performance of, any Flight Attendant duties; to make all affected Flight Attendants whole; and, as a result of the Company's knowing and meritless violation of the JCBA language, awarding punitive damages, attorneys' fees and costs, plus pre- and post-award interest. It is further requested that the Board provide such other and/or additional relief as in its opinion is necessary and proper.

4) Position of the Company

Presumably the position of the Company is contained in the decision of Ms. Cindi Simone, Managing Director of Labor Relations (Submission Exhibit No. 2). If such is not the position of the Company, or if the Company desires to amend or supplement its position, it is required to do so no later than thirty (30) days from the Commissioner's receipt of this Submission.

With reference to setting a date for the hearing of the case before the Board, your attention is directed to Sections 31.K.3 and M. of the Joint Collective Bargaining Agreement.

Very truly yours,



Bob Ross
APFA National President

cc: Deputy Commissioner of the Board (4)
APFA BOD
APFA SBA
Mark Richard, Esq.



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

December 29, 2017

BASE CASE #2017-APFA-4

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

RE: *Recognition and Scope*

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 Section 1 (Recognition and Scope) and Section 2.R. (Definitions) and any related sections of the JCBA regarding the Flight Attendant position.

According to Section 1.B. of the JCBA:

1. Only American Airlines employees shall be used as Flight Attendants in accordance with Definitions, Section 2.
2. Only regularly employed American Airlines Flight Attendants shall be entitled to bid and fly all operations outlined in Hour of Service, Section 11. As an exception, the Company may select Flight Attendants from the American Airlines System Seniority List to participate in FAA Proving Runs.
3. A Flight Attendant shall provide beverages and meal service as set forth in the Flight Attendant Manual and revisions thereto. Such service shall be rendered only in the cabin of the aircraft.

According to Section 2.R. of the JCBA:

- R. "Flight Attendant" as used in this Agreement shall include both male and female employees who are responsible for the performing or assisting in the performance of all en route passenger service and who have completed training as prescribed by the Federal Aviation Agency (FAA) and whose names appear on the current Flight Attendant System Seniority List.

1004 West Eulless Blvd • Eulless, Texas 76040

Tel: (817) 540-0108 • Fax: (817) 540-2077 • www.apfa.org



The Company has confirmed that Flight Service Managers ("FSMs"), whose names do not appear on the current Flight Attendant System Seniority List, have either performed beverage and meal services as part of a "ride along" program or assigned them to open Flight Attendant positions to avoid cancellations of flights. Because FSMs are not Flight Attendants, as wholly defined in Section 2.R., their performance or assistance in the performance of all en route passenger service violated Section 1.B. (Scope) of the JCBA.

I hereby demand that the Company immediately cease and desist from breaching the aforementioned contract language and all related sections of the JCBA. Additionally, given the Company's knowing and meritless violation of the contractual language, I demand punitive damages, attorneys' fees and costs, plus pre- and post-award interest.

Sincerely,



Bob Ross
APFA National President
Cc: SBA
Mark Richard, Esq.

Cindi Simone
Managing Director
Labor Relations, Inflight



January 19, 2018

Bob Ross
President
Association of Professional Flight Attendants
1004 West Eules Blvd.
Eules, TX 76040

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APFA

JAN 22 2018

System Board of Adjustment

By AL

Re: Base Case 2017-APFA-4 Recognition and Scope

Dear Mr. Ross:

This responds to your letter of December 29, 2017 wherein APFA alleges that the Company is in violation of Section 1 (Recognition and Scope) and Section 2.R. (Definitions) with respect to Flight Service Managers ("FSMs") whose names do not appear on the current Flight Attendant System Seniority List, performing beverage and meal services as part of a "ride along" program or assignment to open Flight Attendant positions to avoid a cancellation.

After a careful review of the relevant provisions of the JCBA as well as the current practice of the Company with respect to the performance of Flight Attendant duties by Flight Service Managers, the Company contends that its practice on both legacy carriers in no way violates either the language or intent of the JCBA.

Based on the foregoing reasons, this grievance is respectfully denied as well as the remedy sought by the Union.

Sincerely,

A handwritten signature in black ink, appearing to read "Cindi Simone", written over a large, faint circular watermark or stamp.

Cindi Simone
Managing Director Labor Relations
American Airlines, Inc.

cc: Jill Surdek
Nena Martin
Mark Moscicki
AA Legal

4333 Amon Carter Blvd MD5235
817-963-1610 Office 480-286-8374 Cell
Cindi.Simone@aa.com

