



*Association of Professional  
Flight Attendants*

*Representing the Flight Attendants of American Airlines*

April 5, 2018

**BASE CASE # 2018-APFA-3**

Ms. Lucretia Guia  
*VP Labor Relations & Deputy General Counsel*  
American Airlines, Inc.  
4333 Amon Carter Blvd.  
MD 5235 HDQ  
Fort Worth, TX 76155

RE: *Phased Approach to Pay Protection / Elimination of Available Days*

Dear Ms. Guia:

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 the pay protections provisions of Section 10 of the JCBA as well as those provisions of the Implementation Timeline Letter of Agreement which relate to implementation of Section 10, when the Company announced that it would unilaterally implement a portion of certain JCBA pay protection provisions in phases, rather than at one point in time. In addition, by this phased approach, the Company has prematurely and improperly eliminated available days for LAA-based Flight Attendants contrary to Articles 6.H.2, 7.S and 9.C of the LAA Foundation Document.

The Implementation Timeline Letter of Agreement provides that “The provisions of the Sections listed below will be implemented as soon as practicable for the LAA flight attendants. .... Prior to the implementation of the relevant Sections ... Flight Attendants shall operate under the provisions of their prior collective bargaining agreements[:] Section 10 - Scheduling.” JCBA at L1-5. The same LOA provides that “The Joint Scheduling Implementation Committee (JSIC) shall oversee the implementation of the following items and will assist with prioritizing the provisions of each section below: Pay protections for LAA flight attendants, illegal thru no fault, last sequence/series of the month, crew sub and rescheduling.” JCBA at L1-6.

In addition, the LAA Foundation Document provides in various parts that Flight Attendants will have the option to build their schedule using available days, and it was always understood by the parties that these provisions would remain in effect until full JCBA pay protections, TTS, ETB, and ROTA would be in effect for LAA Flight Attendants.

The JCBA and the Implementation Timeline LOA provide that the pay protection provisions of Section 10 will be made applicable to LAA flight attendants at a single point in time, and do not

1004 West Euless Blvd • Euless, Texas 76040

Tel: (817) 540-0108 • Fax: (817) 540-2077 • [www.apfa.org](http://www.apfa.org)

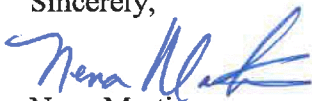


permit the company to unilaterally delay implementation of some provisions while implementing others. Indeed, during years of working with the JSIC on these issues, the Company never discussed using a phased approach for pay protections. To our surprise, the Company then unilaterally announced that it would phase in pay protection changes, by eliminating interim pay protections and implementing only portions of JCBA pay protections that do *not* include last sequence / last series; premiums paid for pay protection; and the paid portions of illegal through no fault. By unilaterally and selectively phasing in only portions of the JCBA pay protections and, concurrently, eliminating the Interim Pay Protections under the LAA agreement, the Company is in violation of the JCBA, the Implementation Timeline LOA, and the LAA Foundation Document.

In addition, the Company has unilaterally removed available days from LAA line bidding prior to the implementation of full pay protections, TTS, ETB, and ROTA, which will mean that LAA flight attendants will lose the ability to pick up open time in advance and will force many lineholders into reserve status. This will adversely affect not only their earnings and quality of life, but also those of others already on reserve throughout the system.

APFA hereby demands that the Company immediately cease and desist from implementing pay protection on a phased basis, and from eliminating available days, until such time as these changes can be implemented at one point in time consistent with the JCBA. The Company should also commit to working with the JSIC to carry out the parties' mutual obligations under Section 10 and the Implementation Timeline LOA. In addition, APFA demands that the Company make whole all Flight Attendants adversely affected by its wrongful violations and otherwise fully comply with the JCBA.

Sincerely,



Nena Martin  
National President

cc: SBA