



*Association of Professional
Flight Attendants*

Representing the Flight Attendants of American Airlines

May 23, 2018

Lucretia Guia
VP Labor Relations & Deputy General Counsel
American Airlines, Inc
4333 Amon Carter Blvd.
MD5235 HDQ
Fort Worth, TX 76155

Re: SS-90-2018-APFA-4

**APFA vs American Airline
*Early Boarding of Passengers***

Dear Ms. Guia:

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. Questions at Issue

Did the Company violate Sections 11.M, 14.F, and any related sections of the Joint Collective Bargaining Agreement (“JCBA”), by boarding passengers earlier than the contractually agreed-upon boarding times?

2. Statement of Facts

This grievance was filed on April 10, 2018 (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 May 7, 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 did violate Sections 11.M, 14.F, and any related sections of the JCBA. APFA therefore respectfully requests that the Board render a decision finding the Company’s actions improper; requiring it to cease and desist from any and all contractual violations, including, but not limited to, boarding passengers early; requiring it to take affirmative action to ensure that the contract is followed with respect to boarding times, including, but not limited to, appropriate notice to gate agents and pilots; making all affected

1004 West Eules Blvd • Eules, Texas 76040

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



Flight Attendants adversely impacted by the Company's actions whole, including one (1) hour of pay for each affected crew member; and requiring it to pay APFA punitive damages. 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 current working Agreement.

Very truly yours,



Nena Martin
APFA National President

Cc: Deputy Commissioner of the Board (4)
APFA BOD
APFA SBA
Kathleen Phillips, Esq.



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

April 10, 2018

BASE CASE # 2018-APFA-4

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

RE: *Early Boarding of Passengers*

Dear Ms. Guia:

In accordance with the provisions of Sections 30.A.7 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 11.M, 14.F. and any related articles of the JCBA as it pertains to the Company’s boarding of passengers earlier than the contractually agreed upon-boarding times. APFA has determined that this dispute involves a contractual and/or a policy issue which cannot be resolved at a local level, and therefore converts all pending NODs regarding the on-board requirements to a Presidential Grievance.

Sections 11.M and 14.F of the JCBA include clear contractual times that flight attendants are “required to be on board of the aircraft ready to receive passengers.” Depending on the destination and the type of plane, passenger boarding time is either 30, 35, 45, or 50 minutes prior to scheduled departure. The Company has been routinely allowing passengers to begin boarding earlier than the mutually agreed-upon times specified in the JCBA, repeatedly and blatantly disregarding our contract and flight attendants’ rights thereunder.

I hereby demand that the Company immediately cease and desist from violating Sections 11.M, 14.F and any related sections of the JCBA, and from the unauthorized practice of boarding passengers early. Further, I demand that the Company take immediate action to ensure that the contractual boarding times are abided by, including, but not limited to, notifying gate agents and pilots that flight attendants cannot be required to receive passengers on board earlier than the times specified in the JCBA. I also demand that the Company make all affected Flight Attendants whole, including one (1) hour of pay for each affected crew member, and grant any additional relief deemed appropriate.

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Lucretia Guia
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Finally, in light of the Company's knowing, repeated, willful, flagrant violations of our contract, I demand an award of punitive damages.

Sincerely,



Nena Martin
APFA National President

Cc: SBA
Kathleen Phillips, Esq.

Cindi Simone
Managing Director
Labor Relations, Flight Service

American Airlines 

May 7, 2018

Ms. Nena Martin
President
Association of Professional Flight Attendants
1004 West Eules Blvd.
Eules, TX 76040

RECEIVED
APFA
MAY 8 2018
System Board of Adjustment
By 
Via FedEx

Re: Grievance Response - Base Case 2018-APFA-4 (Early Boarding)

Dear Ms. Martin:

This letter shall serve as the response of American Airlines, Inc. (the "Company") to the grievance submitted by the Association of Professional Flight Attendants ("APFA"), dated April 10, 2018 (the "Grievance"). The Grievance alleges that the Company is in violation of Section 11.M (Domestic On-Board Requirements) and 14.F (International On-Board Requirements) of the Joint Collective Bargaining Agreement ("JCBA") by its boarding procedures and process during passenger onboarding.

After a careful review of the facts and circumstances and the relevant portions of the JCBA, the Company respectfully denies this grievance in its entirety. Section 11.M and 14.F require flight attendants to be "on board the aircraft and ready to receive passengers" at the times stated and based on the number of passenger seats on the aircraft and intended destination of the flight. The contract does not address passenger boarding policies and procedures utilized by the Company, including, without limitation, boarding times.

I remain available to discuss at your convenience.

Sincerely,



Cindi Simone
Managing Director
Labor Relations

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

