



ASSOCIATION OF PROFESSIONAL FLIGHT ATTENDANTS
Proudly representing the Flight Attendants of American Airlines

September 27, 2018

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

Re: **SS-186-2018-APFA-7** **APFA vs. American Airlines**
Flight Attendant Attendance and Performance Program

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. Question at Issue

Did the Company violate Sections 9.B, 9.D, 9.E, any related sections of the Joint Collective Bargaining Agreement (“JCBA”), and/or past practice, through its unilateral issuance and notice of implementation of the unreasonable Flight Attendant Attendance and Performance Program (the “Program”)?

2. Statement of Facts

This grievance was filed on August 16, 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 September 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 has violated Sections 9.B, 9.D, 9.E, any related sections of the JCBA, and/or past practice, 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 implementing the Program; requiring the Company to cease and desist from interfering with the right to and/or notification of the right to APFA representation through the Program; requiring the Company to cease and desist from otherwise violating past practice and/or Sections 9.B, 9.D, 9.E and any related sections of the JCBA; and requiring the Company to make all affected Flight Attendants whole, including, but not limited to back pay, benefits, rescission of discipline, and placing all Flight Attendants at zero occurrences and/or points. It is further requested that the Board provide such other and/or additional relief as in its opinion is necessary and proper, including, but not limited to, preliminary injunctive relief, punitive damages and attorney's fees.

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,



Lori L. Bassani
APFA National President

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



ASSOCIATION OF PROFESSIONAL FLIGHT ATTENDANTS
Proudly representing the Flight Attendants of American Airlines

August 16, 2018

BASE CASE # 2018 – APFA –7

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

RE: *Flight Attendant Attendance and Performance Program*

Dear Ms. Guia:

As we approach Flight Attendant Operational Integration (“FOI”) of the world’s largest air carrier, our flight attendants have been disrespected yet again with the Flight Attendant Attendance and Performance Program (the “Program”) released by the Company today.

Therefore, 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 grieve and protest the Company’s implementation of this unreasonable Program, the Company’s violation of Sections 9.B, 9.D., 9.E and any related sections of the JCBA, as well as the Company’s violation of past practice.

The Company’s unilateral implementation of this unreasonable Program is not only illegal—it is unconscionable. Our flight attendants have fully committed to dependability and have made critical medical and family decisions in reliance on the programs in place. The Program undercuts these decisions, obliterating the purpose and spirit of sick leave, unreasonably punishing members for legitimate illness, and fast-tracking flight attendants to unjust discipline and termination. This ill-conceived and unreasonable Program will force members to go to work sick to save their jobs, (hypocritically) penalizing employees who are still getting sick from the toxic uniforms.

With FOI just weeks away, the Company’s actions are a wholesale repudiation of past practice, the parties’ bargaining history, and the JCBA.

I hereby demand that the Company immediately cease and desist from the implementation of this Program, as well as from violating past practice and Sections 9.B, 9.D., 9.E and any related sections of the JCBA. I further demand that the Company cease and desist from disciplining or

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otherwise penalizing any flight attendant under the Program, and maintain the status quo during the pendency of this grievance.

In the event that the Company wrongfully proceeds with the implementation at FOI, I also demand that the Company make all affected Flight Attendants whole, including back pay, benefits, rescission of discipline, and placing all Flight Attendants at zero occurrences and/or points. Further, I demand that the Company grant any additional relief deemed appropriate, including, but not limited to, punitive damages and attorney's fees.

Sincerely,



Lori L. Bassani
APFA National President

Cc: SBA
APFA Legal

American Airlines



September 7, 2018

RECEIVED

APFA

SEP 10 2018

System Board of Adjustment
By KC

Ms. Lori L. Bassani
National President
Association of Professional Flight Attendants
1004 West Euless Blvd.
Euless, TX 76040

Re: Grievance Response - Base Case 2018-APFA-7 (Flight Attendant Attendance and Performance Program)

Dear Ms. Bassani:

This letter shall serve as American Airlines, Inc.'s (the "Company") response to Grievance No. 2018-APFA-7 submitted by the Association of Professional Flight Attendants ("APFA"), dated August 16, 2018 (the "Grievance"). The Grievance alleges that the Flight Attendant Dependability and Performance Program (the "Program"), scheduled to take effect with Flight Attendant Operational Integration ("FOI") on October 1, 2018, is in violation of the 2014 Joint Collective Bargaining Agreement JCBA, specifically, Sections 9.B (Notification), 9.D (Claiming Sick Leave), and 9.E (Doctor's Statements). The Company disagrees and respectfully denies the grievance.

Implementation of the Program is a reasonable exercise of the Company's right to promulgate and implement policies of its nature. The Program replaces separate but similar dependability programs in place for the legacy American Airlines and legacy US Airways flight attendants and, as such, is another step toward integration of the flight attendant work group. Contrary to the claims in the grievance, the Program contains dependability expectations which in no way conflict with the JCBA. And, although the Company has no obligation to negotiate its attendance policy, we sought APFA's input during the development of the Program. We have had numerous discussions regarding the necessary single attendance program with APFA, both with you and your team and previous APFA National Officer teams. We, in fact, made modifications to earlier drafts of the policy as a result of APFA's feedback.

In short, after a careful review of the facts and circumstances and the relevant portions of the JCBA, and for the additional reasons stated above, the promulgation and implementation of the attendance program does not violate the JCBA. As noted above, the Company respectfully denies this grievance.

I am available to discuss at your convenience

Sincerely,

Cindi Simone
Managing Director
Labor Relations

