



**Association of Professional
Flight Attendants**

Representing the Flight Attendants of American Airlines

September 17, 2019

Lucretia Guia
VP Labor Relations & Deputy General Counsel
American Airlines, Inc
1 Skyview Drive MD 8B500
Fort Worth, Texas 76155

Re: SS-107-2019-APFA-2 *APFA vs American Airlines Purser Recurrent Training*

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 14.L.4, 29.E and G, any related sections of the Joint Collective Bargaining Agreement (“JCBA”), and/or past practice, through its actions with respect to Purser Recurrent Training for 2019-2020?

2. Statement of Facts

This grievance was filed on August 7, 2019. (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 August 29, 2019. (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 14.L.4, 29.E and G, 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 violating all relevant provisions of the JCBA in

conducting Purser Recurrent Training, including, but not limited to, Sections 14.L.4, 29.E and G, any related sections of the JCBA, and/or past practice; requiring the Company to cease and desist from making any arbitrary and capricious changes to Purser Recurrent Training; requiring the Company to give APFA proper notice with respect to Purser Recurrent Training, including, but not limited to the notice and opportunity for input required under Section 14.L.4.b of the JCBA, and/or past practice; requiring the Company to pay all Purser Flight Attendants properly for training under the JCBA and/or past practice, including, but not limited to, the \$75.00 separate payment required for the web-based training portion of the Purser Recurrent Training, or any other amount required for such training; and to make all affected Flight Attendants whole. 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. APFA has demanded expedited arbitration of this Grievance, in light of the need for a meaningful resolution that is effective before the end of the training and requests the earliest available dates for a prompt resolution of this Grievance.

Very truly yours,



Lori Bassani
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

August 7, 2019

BASE CASE # 2019-APFA-2

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

RE: *Purser Recurrent Training*

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 Sections 14.L.4, 29. E. and G., any related articles of the JCBA, and/or past practice, as it pertains to the Company’s actions with respect to Purser Recurrent Training for 2019-2020.

APFA grieves the Company’s actions and mishandling of the 2019-2020 Purser Recurrent Training as a whole, including, but not limited to, the web-based training and the in-person training. The Company has violated the JCBA and/or past practice in several respects, including, but not limited to: by making arbitrary and capricious changes to the Purser Recurrent Training; by failing to notify APFA of any changes to the training; by failing to give APFA the opportunity to review and offer input on the training, as required by the JCBA, including, but not limited to, Section 14.L.4.b, and/or past practice; and by failing to pay purser Flight Attendants properly for such training, including, but not limited to, the \$75.00 required for the web-based training under Sections 14.L.4.a, 29.E and G., and/or past practice. This list is not intended to be exhaustive. APFA reserves the right to raise additional issues or arguments as they become known.

I hereby demand that the Company immediately cease and desist from violating all relevant provisions of the JCBA with respect to Purser Recurrent Training, including, but not limited to, Sections 14.L.4, 29.E. and G., any related articles of the JCBA, and/or past practice. I also demand that the Company pay all Purser Flight Attendants properly for training under the JCBA and past practice, included, but not limited to, the \$75.00 separate payment required for the web-based training portion of the Purser Recurrent Training, or any other amount required for such training. Further, I demand that the Company cease and desist from failing to give APFA proper notice with

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respect to training, including, but not limited to, the notice required under Section 14.L.4.b. of the JCBA, and/or past practice, and grant any additional relief deemed appropriate. In light of the Company's knowing, repeated, willful, flagrant violations of our contract, I demand an award of punitive damages.

Further, I demand expedited arbitration of this Presidential Grievance. Purser Flight Attendants and APFA cannot be penalized for the Company's wrongful actions in failing to follow the JCBA and failing to properly include APFA in the review process. We are in need of a prompt resolution of this Grievance in order to have a meaningful remedy that is effective before the end of the training, which is currently scheduled to proceed as unilaterally designed by the Company through February 2020.

Sincerely,

A handwritten signature in cursive script that reads "Lori Bassani".

Lori Bassani
APFA National President

Cc: SBA
Mark Richard, Esq.

Cindi Simone
Managing Director
Labor Relations

American Airlines 

August 29, 2019

RECEIVED
APFA

AUG 30 2019

System Board of Adjustment
By: 

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

Re: Grievance Response - 2019-APFA-2 Purser Recurrent Training

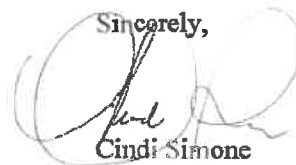
Dear Ms. Bassani,

This letter serves as the Company's response to the Association of Professional Flight Attendants' ("APFA") Presidential Grievance received August 9, 2019 regarding the Company's action with respect to Purser Recurrent Training for 2019-2020 ("Grievance"). The Grievance alleges that the Company violated the JCBA when it: (i) made arbitrary and capricious changes to the Purser Recurrent Training; (ii) failed to notify APFA of any changes to the training; (iii) failed to give APFA the opportunity to review and offer input on the training; and (iv) failed to pay purser flight attendants properly for purser training.

After careful consideration, the Company denies the Grievance in its entirety because its conduct related to the 2019-2020 purser training did not violate the JCBA for a number of reasons. First, the JCBA does not prohibit the Company from changing the Purser training, and the changes made to the Purser training were neither arbitrary nor capricious. Second, on multiple occasions, the Company met with the APFA to discuss the changes to the Purser training and provided the APFA the opportunity to review and comment. Finally, the Company properly paid flight attendants for the time spent completing the Purser training, paying each \$75 for their day of Purser training, as required by Sections 14.L.4 and 29. Accordingly, the Company respectfully denies the Grievance in its entirety.

I remain available to discuss at your convenience.

Sincerely,



Cindi Simone
Managing Director, Labor Relations

1 Skyview Drive MD8B500
682-278-0711 Office 480-286-8374 Cell
Cindi.Simone@aa.com

