



ASSOCIATION OF PROFESSIONAL
FLIGHT ATTENDANTS

Representing the Flight Attendants of American Airlines

October 27, 2023

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

RE: **SS-254-2023-APFA-2** **APFA vs American Airlines**
Misapplication and Misinterpretation of JCBA Section 37.G.8.

Dear Ms. Guia:

In accordance with the Joint Collective Bargaining Agreement in effect between American Airlines, Inc. (“AA” or “the Company”) and the Association of Professional Flight Attendants (“APFA” or “the Union”) (collectively, “the Parties”), APFA hereby submits the above-referenced grievance to the System Board of Adjustment (“the Board”).

1. Questions at Issue

Did the Company violate Section 37.G.8. of the JCBA by refusing to apply the new Pilot jumpseat practice to the Flight Attendants.

Specifically, did AA’s actions of refusing to apply the new Pilot jumpseat practice to the Flight Attendants expressly violates Section 37.G.8 of the JCBA, which states as follows: “If the Company agrees that Pilots may not be removed/denied boarding for weight restrictions, then such provision shall apply to Flight Attendants as well. Any policy for removal/denial for weight restriction reasons shall be non-discriminatory as it relates to pilots and Flight Attendants.”

2. Statement of Facts

APFA filed the grievance on October 5, 2023 (Submission Exhibit 1). On October 25, 2023, the Company denied the grievance (Submission Exhibit 2). The Union finds the Company’s decision to be unsatisfactory and therefore respectfully submits the grievance to the Board for adjudication.

3. Position of the Union

The APFA's position is that the Company violated Section 37.G.8. The Union, therefore, respectfully requests the Board to render a decision that (1) demands that the Company applies the new jumpseat practice in an equal and non-discriminatory manner to the Flight Attendant workgroup and Cabin jumpseat (s); and (2) awards and other relief that the Board deems just and proper.

4. Position of the Company

The Company's position is contained in its October 25, 2023, denial of the grievance (Submission Exhibit 2). Should the Company desire 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 JCBA.

Sincerely,



Julie Hedrick
National President

cc: SBA



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

October 5, 2023

Lucretia Guia
*Senior Vice President, Labor Relations
& Deputy General Counsel*
American Airlines
lucretia.guia@aa.com

VIA E-MAIL ONLY

Re: Notice of Filing of Presidential Grievance Regarding AA's Violation of JCBA Section 37.G.8.

Dear Ms. Guia:

In accordance with Section 30.B.2 of the Joint Collective Bargaining Agreement ("JCBA") between American Airlines ("AA" or "Company") and the Association of Professional Flight Attendants ("APFA" or "Union"), APFA hereby files this Presidential Grievance and asserts the following:

On September 29, 2023, Alison Anderson, Customer Care Policy and Procedure Senior Analyst, sent out a communication to the Gate Agents stating:

"Due to a new contractual agreement, the Flight Deck Jumpseat occupant can be accommodated on weight-restricted flights if approved by Dispatch and Central Load Planning (CLP)."

Anderson's communication was sent in reference to Section 19 of the 2023 Tentative Agreement ("TA") between the Allied Pilots Association ("APA") and AA, which states:

"The amount of fuel that is expected to be used during taxi may be considered to offset the additional weight of the jumpseat occupant when a maximum gross weight takeoff or landing problem is present. This consideration is subject to prior coordination and agreement between the Captain and the Dispatcher."



Further, on October 3, 2023, Simon Bridges, Customer Care Policy and Procedures Manager, issued an Airport Excellence Advisory to all Mainline and Regional Customer Care detailing the new procedures for issuing a Flight Deck jumpseat on a weight-restricted flight. This document expressly states (1) the increase in passenger count is only for the Flight Deck jumpseat occupant; and (2) this will be the only instance where the priority list will not be worked in order.

That same day, October 3, 2023, an individual on the APFA Negotiating Committee reached out to Anderson via email requesting clarification as to whether the new jumpseat practice would apply to both Flight Deck and Cabin jumpseats. Anderson responded and confirmed that the new jumpseat practice only applies to the Pilots. Later that day, Cindi Simone, Labor Relations Managing Director, further affirmed that the new jumpseat practice for the Pilots would not apply to Flight Attendants or Cabin jumpseats.

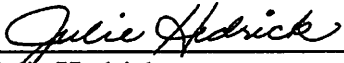
AA's actions of refusing to apply the new Pilot jumpseat practice to the Flight Attendants expressly violates Section 37.G.8 of the JCBA, which states as follows:

"If the Company agrees that Pilots may not be removed/denied boarding for weight restrictions, then such provision shall apply to Flight Attendants as well. Any policy for removal/denial for weight restriction reasons shall be non-discriminatory as it relates to pilots and Flight Attendants."

The language in Section 37.G.8's "me too clause" is unambiguous and was negotiated for with this exact circumstance in mind. The bottom line: AA has agreed to permit bypassing and/or modification of the weight restrictions to accommodate the Flight Deck jumpseat(s), thus, AA **must** also permit bypassing and/or modification of the weight restrictions to accommodate the Cabin jumpseat(s).

Based on the foregoing reasons, APFA demands that the Company apply the new Pilot jumpseat practice, in an equal and non-discriminatory manner, to the Flight Attendant workgroup and Cabin jumpseat(s).

Sincerely,



Julie Hedrick
APFA National President

cc:

Matt Bahleda, AA Director & Senior Attorney
Matt.Bahleda@aa.com

Larry Salas, APFA Vice President
vp@apfa.org

Alyssa Urban, APFA Staff Attorney
aurban@apfa.org

Cindi Simone
Managing Director
Labor Relations



October 25, 2023

Ms. Julie Hedrick
President Association of Professional Flight Attendants
1004 West Eules Blvd.
Eules, TX 76040

Re: *Grievance Response – 2023-APFA-2 Section 37.G.8 Jumpseat*

Dear Ms. Hedrick,

The Company denies the APFA's Presidential Grievance, received October 5, 2023 (the "Grievance").

The Pilot contract provision at issue neither prevents the Company from removing a Pilot from the jumpseat for an overweight flight nor discriminates against Flight Attendants. Accordingly, the grievance is denied because the Company has not violated Section 37.G.8 of the Joint Collective Bargaining Agreement.

Sincerely,

A handwritten signature in cursive script, appearing to read "Cindi Simone".

Cindi Simone
Managing Director, Labor Relations

