



*Association of Professional
Flight Attendants*

Representing the Flight Attendants of American Airlines

May 22, 2018

Lucretia Guia
Vice-President Labor Relations & Deputy General Counsel
4333 Amon Carter Blvd.
MD 5235 HDQ
Fort Worth, TX 76155

RE: **SS-89-2018-APFA-5**

APFA v. American Airlines, Inc.
Transoceanic International Pairing Construction

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 11.Q.2 and 14.H.1 of the 2013 Flight Attendant Agreement (Red Book), and any related sections, by failing to construct Transoceanic International Pairings so as to co-pair Flight Attendants with Pilots from the same bases.

(1) Questions at Issue

Whether Sections 11.Q.2 and 14.H.1 of the Red Book require the Company to co-pair LUS Flight Attendants with Pilots on all Transoceanic Pairings originating from LUS bases?

Has the Company violated Sections 11.Q.2 and 14.H.1 of the Red Book by failing to co-pair LUS Flight Attendants with Pilots on all Transoceanic Pairings originating from LUS bases?

If a violation is found, what is the appropriate remedy to make whole all affected Flight Attendants for past violations, and to prevent future violations?

(2) Statement of Facts

Section 11.Q.2 of the Red Book provides that "On all Transoceanic (TI) Pairings, Flight Attendants will be co-paired with Pilots, with the exception of Hawaii, in accordance with Section 14, International." Section 14.H.1 provides that "Transoceanic International pairings shall be constructed the same as the pilots." Despite these provisions, the Company began in the Fall of 2017 to schedule TI flights to be flown from the PHL base using PHL based Pilots, but with Flight Attendants from other bases. Despite the APFA's immediate protestations, and contrary to the clear language of the Red Book the Company has not only maintained its right to do so, it has expanded these non-conforming operations for the summer of 2018 and possibly

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beyond. The Company contends that it need not comply with its co-pairing obligation because it has elected to use LAA equipment on some of these flights.

(3) Position of the APFA

The Red Book language is clear and unambiguous - LUS Flight Attendants must be co-paired with Pilots on TI flights from LUS bases. The Company may not avoid its contractual obligation by using LAA equipment for such flights. By its actions, the Company has deprived LUS Flight Attendants of the opportunity to work TI flights and deprived them of the substantial economic benefits of such flying. The Company's decision to structure its operations in such a way as to avoid the mandatory co-pairing obligation is a violation of the Red Book

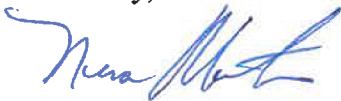
APFA hereby demands the following relief:

1. The Company immediately cease and desist from scheduling TI flights which do not co-pair Flight Attendants and Pilots from the same LUS bases.
2. The Company make whole all LUS Flight Attendants who have lost the opportunity to bid for TI flight as a result of the Company's violation.
3. The Company henceforth comply with its obligation to co-pair LUS Flight Attendants with Pilots on TI flights originating from LUS bases.

(4) Position of the Company

In its May 16, 2018 Grievance Response, the Company contended that the Red Book co-pairing requirements do not apply to flights for which the Company has elected to utilize legacy American Airlines equipment. Because the Company has elected to utilize legacy American Airlines equipment for the disputed Transoceanic International flying, it contends that it is not required to follow the Red Book provisions even when such flights originate from LUS bases.

Sincerely,



Nena Martin
National President

cc: SBA



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

April 26, 2018

BASE CASE # 2018-APFA-5

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

RE: Transoceanic International Pairing Construction
Conversion of SS-71-2017-PHL-56 into a Presidential Grievance

Dear Ms. Guia:

In accordance with the provisions of Section 31.K.1.f.ii. of the Joint Collective Bargaining Agreement (JCBA) between American Airlines, Inc. and the Association of Professional Flight Attendants, I hereby notify American Airlines that APFA is converting the following grievance into a Presidential Grievance: SS-71-2017-PHL-56 (Kimberly Kaswinkel, et al). Also, in accordance with Section 30.B.2 of the JCBA, I hereby protest the Company's violation of Sections 11.Q.2 and 14.H.1 of the 2013 Flight Attendant Agreement (Red Book), and any related Sections, by failing to construct Transoceanic International Pairings so as to co-pair Flight Attendants with Pilots from the same bases.

I demand that the Company immediately cease and desist this practice, compensate all flight attendants who were deprived of flying opportunities, and provide additional appropriate relief.

Please contact the Vice President's office to schedule the Pre-Arbitration conference as required by Section 31.K.1.f.ii of the JCBA.

Sincerely,

Nena Martin
National President

cc: SBA
APFA Legal

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Cindi Simone
Managing Director
Labor Relations

American Airlines 

RECEIVED

May 16, 2018

APFA

MAY 17 2018

System Board of Adjustment

By 

VIA FedEx

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

Re: Grievance Response - Base Case 2018-APFA-5 (INTL Pairing Construction)

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 26, 2018 (the "Grievance"). The Grievance alleges that the Company is in violation of Section 11.Q.2 (Transoceanic International Pairings Requirements) and 14.H.1 (Transoceanic International Pairing Construction Requirements) of the 2013 Collective Bargaining Agreement between US Airways, Inc. and the Association of Flight Attendants ("US Airways Agreement") by not constructing some Transoceanic International Pairings "with Pilots from the same bases."

The US Airways Agreement was negotiated prior to the merger of American Airlines and US Airways. It covered flight attendants in service of US Airways, working US Airways flights on US Airways equipment and paired with US Airways pilots. The Transoceanic Pairings at issue, some or all of which originate out of Chicago and/or Philadelphia ("PHL"), are being operated using legacy American Airlines equipment with American Airlines pilots. The US Airways Agreement did not contemplate pairing US Airways flight attendants with pilots from, nor working on equipment of, a carrier other than US Airways. And, until such time that Flight Attendant Operational Integration ("FOI") occurs, the flight attendants of the two legacy carriers remain separate and able only to work on equipment from their own legacy carrier. In other words, legacy US Airways flight attendants cannot work on flights operated by legacy American aircraft until FOI, which the APFA has understood since as early as the effective date of the 2014 Joint Collective Bargaining Agreement between American and the APFA ("JCBA"). The APFA has further understood that, although the flight attendants of the two legacy carriers cannot work on the other carrier's equipment prior to FOI, the Company may swap equipment from both carriers on various routes before FOI as needed.

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Managing Director
Labor Relations



Moreover, in August 2017, the Company expressly agreed on a non-precedent and non-referable basis to provide an additional flight attendant on A330 aircraft utilized on the PHL IPD routes to address the equipment swap on some routes for the bid months of April 2018 through September 2018. That agreement was memorialized in the letter of agreement styled as Summer 2018 Staffing – PHL IPD A330 Aircraft, dated August 15, 2017.

After a careful review of the facts and circumstances and the relevant portions of the US Airways Agreement and the JCBA, and for the additional reasons stated above, the Company respectfully denies this grievance in its entirety.

I remain available to discuss at your convenience.

Sincerely,

Cindi Simone
Managing Director
Labor Relations

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