



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

September 27, 2018

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

Re: SS-188-2018-APFA-9 APFA vs. American Airlines
Implementation of ETB, TTS and UBL

Dear Ms. Guia:

In accordance with Section 30.B.2 of the Joint Collective Bargaining Agreement ("JCBA" or "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, I hereby protest the Company's violations of multiple Sections of the JCBA in connection with the implementation of ETB, TTS, and UBL at Legacy American Airlines bases.

(1) Questions at issue

Whether the Company has delivered and is operating a system which is processing ETB, TTS and UBL in compliance with the provisions of Sections 9, 10, 11, and 14 of the JCBA.

(2) Statement of Facts

Pursuant to the January 9, 2018 Settlement Agreement between APFA and American Airlines, American Airlines agreed to implement ETB and TTS for all flight attendants at LAA bases effective August 1, 2018. However, the Company has failed to deliver a system capable of processing ETB or TTS as negotiated, and is misapplying the UBL process, and in so doing is violating various provisions of the JCBA.

The Company's implementation of ETB, TTS and UBL since August 1 has resulted in numerous and ongoing contractual violations. Among other things:

- The Company is failing to consistently carry out trades between Flight Attendants and in some cases causing trips which Flight Attendants intended to trade to instead be placed into open time, in violation of Section 10.G.1 and .2;
- The Company is failing to provide an ETB system which properly validates or completes trades, in violation of Section 10.G.1 and .2;

1004 West Eules Blvd. • Eules, Texas 76040
Tel: (817) 540-0108 • Fax: (817) 540-2077



- The Company is failing to provide accurate real time information to ETB users, in violation of Section 10.G.1;
- The Company, on or about August 10, 2018, mismanaged the TTS system by failing to have its systems read scheduling data required for Flight Attendants to properly use TTS, thus denying them the ability to execute lawful trades and negatively impacting their schedule and income, in violation of Section 10.E;
- The Company is not timely honoring drop requests and thereby preventing Flight Attendants from simultaneously dropping and picking up sequences using TTS, in violation of Section 10.E.1.c;
- The Company has not properly recognized when Flight Attendants will be lineholders and thereby is improperly precluding them from use of TTS, in violation of Section 10.E.1;
- The Company is not allowing flight attendants who have been cleared from sick leave to utilize TTS, in violation of Section 9.B.4;
- The Company is not recognizing the correct required rest periods in TTS or through Post TTS Daily Processing using the UBL, in violation of Section 11.I and 14.D;
- The Company is not scheduling flight attendants for all sequences which have been awarded in a TTS trade, in violation of Section 10.1;
- The Company is failing to allow flight attendants to pick up red flagged trips through the UBL, in violation of Section 10.F and .H;
- The Company is awarding a single position on a sequence to more than one Flight Attendant, in violation of Section 10.F;
- The Company has allowed the UBL to exceed the monthly open sequence day limit, in violation of Section 10.E.3.1 and 10.F.1.e.

(3) Position of APFA

It is the position of the APFA that since August 1, 2018, the Company has violated and continues to violate Sections 9, 10, 11 and 14 of the JCBA as outlined above.

Based on the Company's violations of the JCBA, APFA demands the following relief:

1. The Company shall compensate and make whole all Flight Attendants adversely affected by its wrongful violations;
2. The Company immediately cease and desist from its improper implementation and programming of ETB, TTS and UBL and all associated violations of the JCBA;
3. The Company shall otherwise comply in full with the JCBA;
4. The grievance be handled on an expedited basis so that Flight Attendants can be made whole and the JCBA can be properly implemented as quickly as possible;
5. Any other relief deemed appropriate.

APFA reserves its right to amend this submission should additional JCBA violations associated with the implementation and programming of ETB, TTS and UBL be discovered.

(4) Position of the Company

The Company states in its September 21, 2018 decision that while “implementation-related issues may arise”, it “delivered an automated system that includes an ETB, TTS and UBL, which is compliant with the JCBA.”

Sincerely,



Lori L. Bassani
National President

cc: SBA



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

August 21, 2018

BASE CASE #2018-APFA-9

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

RE: *Implementation of ETB, TTS and UBL*

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 9, 10, 11, and 14 of the JCBA in connection with the implementation of ETB, TTS and UBL at Legacy American Airlines bases beginning August 1, 2018.

Pursuant to the January 9, 2018 Settlement Agreement between APFA and American Airlines, American Airlines agreed to implement ETB and TTS for all flight attendants at LAA bases effective August 1, 2018. However, the Company has failed to deliver a system capable of processing ETB or TTS as negotiated, and is misapplying the UBL process, and in so doing is violating various provisions of the JCBA.

As an initial matter, I note that the APFA has the contractual right to oversee implementation of the Scheduling and Reserve sections of the JCBA, but has been wrongfully excluded from that process, no doubt leading to the contract violations identified herein.

The Company's implementation of ETB, TTS and UBL since August 1 has resulted in numerous and ongoing contractual violations. Among other things:



- The Company is violating Section 10.G.1 and .2 by failing to consistently carry out trades between Flight Attendants and in some cases causing trips which Flight Attendants intended to trade to instead be placed into open time;
- The Company is violating Section 10.G.1 and .2 by failing to provide an ETB system which properly validates or completes trades;
- The Company is violating Section 10.G.1 by failing to provide accurate real time information to ETB users;
- The Company violated Section 10.E when, on or about August 10, 2018, it mismanaged the TTS system by failing to have its systems read scheduling data required for Flight Attendants to properly use TTS, thus denying them the ability to execute lawful trades and negatively impacting their schedule and income;
- The Company is violating Section 10.E.1.c by not timely honoring drop requests and thereby preventing Flight Attendants from simultaneously dropping and picking up sequences using TTS;
- The Company has violated Section 10.E.1 by not properly recognizing when Flight Attendants will be lineholders and thereby improperly precluding them from use of TTS;
- The Company is violating Section 9.B.4 by not allowing flight attendants who have been cleared from sick leave to utilize TTS;
- The Company is violating Section 11.I and 14.D by not recognizing the correct required rest periods in TTS or through Post TTS Daily Processing using the UBL.
- The Company is violating Section 10.1 by not scheduling flight attendants for all sequences which have been awarded in a TTS trade.
- The Company is violating Section 10.F and .H by failing to allow flight attendants to pick up red flagged trips through the UBL.
- The Company is violating Section 10.F by awarding a single position on a sequence to more than one Flight Attendant.

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2018-APFA-9
August 21, 2018

- The Company has violated Section 10.E.3.1 and 10.F.1.e by allowing the UBL to exceed the monthly open sequence day limit.

APFA hereby demands that the Company immediately cease and desist its improper implementation and programming of ETB, TTS and UBL, and all associated violations of the JCBA. In addition, APFA demands that the Company compensate and make whole all Flight Attendants adversely affected by its wrongful violations and otherwise fully comply with the JCBA. Should the Company fail and refuse to promptly take these actions, APFA submits that these crucial issues be handled on an expedited basis in arbitration.

Sincerely,



Lori L. Bassani
National President


cc: SBA

Cindi Simone
Managing Director
Labor Relations

American Airlines 

September 13, 2018

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

RECEIVED
APFA
SEP 14 2018
System Board of Adjustment
By 

Re: Grievance Response - Base Case 2018-APFA-9 (Implementation of ETB, TTS and UBL)

Dear Ms. Bassani:

This letter shall serve as American Airlines, Inc.'s (the "Company") response to Grievance No. 2018-APFA-9 submitted by the Association of Professional Flight Attendants ("APFA"), dated August 21, 2018 (the "Grievance"). The Grievance alleges that the Company failed to implement "a system capable of processing ETB or TTS" for flight attendants at legacy American Airlines bases, as agreed to in the January, 9, 2018 Settlement Agreement between the parties, and wrongly excluded the APFA from the process to implement the Scheduling and Reserve sections of the 2014 Joint Collective Bargaining Agreement ("JCBA"). The Grievance lists numerous allegations related to the design and implementation of the programming for ETB, TTS and UBL that the APFA believes violate Sections 9 (Sick Leave), 10 (Scheduling), 11 (Hours of Service), and 14 (International Flying) of the JCBA. The Company disagrees and respectfully denies the grievance.

As you know, since ratification of the JCBA, the Company has been working to create and implement a complex, automated scheduling system for flight attendants. That automated platform, among other things, is programmed to include an Electronic Trade Board ("ETB"), Trip Trade System ("TTS") and an Unsuccessful Bidders List ("UBL"). ETB, TTS and UBL, the subjects of the instant grievance, have been programmed using parameters and rules that comply with all sections of the JCBA, including those identified above. Throughout the process, the Company sought and received input from the APFA. In fact, the Joint Scheduling Implementation Committee ("JSIC"), which includes several APFA members, was involved in drafting the business requirements used to construct the JCBA-compliant software platform. The JSIC also assisted in preparing flight attendants for implementation, including in the development of flight attendant training materials and review of communications regarding implementation.

In the case of the development and implementation of any complex technology, there is the potential that implementation-related issues may arise. The Company accounted for such possibility and has worked with the APFA to address individual flight

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



Cindi Simone
Managing Director
Labor Relations

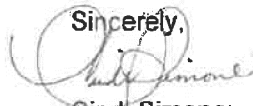
American Airlines 

attendant issues associated with implementation of the software platform. For example, the Company established a centralized e-mail address for individual flight attendants to seek assistance and communicate potential issues with ETB, TTS and the UBL. The Company also created the Flight Attendant-Business Resource Center staffed by flight attendants trained to answer questions and assist flight attendants using the software.

In sum, the Company delivered an automated system that includes an ETB, TTS and UBL, which is compliant with the JCBA and did so by the deadline specified in the January 2018 Settlement Agreement. Throughout the process, the Company has worked with the APFA, in a manner which exceeds any contractual obligation. The Company, therefore, respectfully denies the Grievance in its entirety.

I am 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

