



**Association of Professional
Flight Attendants**

Representing the Flight Attendants of American Airlines

May 7, 2020

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

RE: SS-13-2020-APFA-1

APFA vs American Airlines
FMLA Caregiver

Dear Ms. Guia:

In accordance with Section 30.B.2.C of the Joint Collective Bargaining Agreement (JCBA) between American Airlines, Inc. (Company) and the Association of Professional Flight Attendants (APFA), APFA hereby submits the grievance of APFA vs. American Airlines to the System Board of Adjustment.

(1) Question at Issue

Did the Company violate Sections 8.B.1 and 8.J.4 and any related sections of the JCBA for refusing to pay the contractual rate of 4 hours (pay and credit) per day for Flight Attendants' vacation days used for FMLA caregiver days which were bid in blocks of 7 or more consecutive days.

(2) Statement of Facts

This Grievance was filed on March 23, 2020 (Submission Exhibit No. 1). On or about April 17, 2020, APFA received the Company's initial decision from Ms. Cindi Simone, Managing Director of Labor Relations dated April 17, 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

The Company is refusing to pay the contractual rate of 4 hours (pay and credit) per day for Flight Attendants' vacation days which were bid in blocks of 7 or more consecutive days when any of those days are designated for FMLA caregiver leave.

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Section 8.B.1 of the JCBA states: "Vacation days bid in the annual vacation process in blocks of seven (7) or more consecutive days will be paid and credited at four (4) hours per day at the Flight Attendant's rate of pay. Vacation days in blocks of less than seven (7) consecutive days will be paid and credited at three and one-half (3.5) hours per day. Vacation pay and credit shall be based on a Flight Attendant's longevity at the time the vacation is taken."

When flight attendants take FMLA caregiver leave, they have already bid and been awarded the vacation that the Company requires them to draw from to cover the leave. The clear and unambiguous language of JCBA Section 8.B.1 governs vacation pay and requires the Company to pay and credit four (4) hours per day for vacation days bid in the annual vacation process in blocks of seven (7) or more consecutive days. Once bid and awarded, the amount of the vacation pay per day is set.

Moreover, Section 8.J.4. states: Once awarded, vacation shall not be cancelled by the Company. By paying flight attendants who have bid and been awarded vacation days in blocks of seven or more consecutive days only three and one-half (3.5) hours per day if any of those days are later designated for FMLA caregiver leave, the Company is violating Section 8.J.4 by cancelling the value of the flight attendants' vacation.

(4) Position of the Company

As stated in its grievance response (Exhibit No. 2), the Company's position is that Section 25.F.2 of the JCBA states "the use of vacation while caring for a family member will be in accordance with Company policy." Pursuant to Company policy, flight attendants who take FMLA caregiver leave must use accrued vacation time concurrently with the leave. JCBA Section 8.B.1 governs flight attendants vacation pay and vacation days taken in blocks of less than seven consecutive days "will be paid and credited at three and one-half (3.5) hours per day." If a flight attendant takes FMLA caregiver leave in a block of less than seven consecutive days, they are paid 3.5 in accordance with the JCBA.

Very truly yours,



Julie Hedrick
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

March 23, 2020

BASE CASE # 2020-APFA-1

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

RE: *FMLA Caregiver Leave*

Dear Ms. Guia:

In accordance with the provisions of Section 31.K.f.ii of the Joint Collective Bargaining Agreement (JCBA) between American Airlines, Inc. (Company) and the Association of Professional Flight Attendants (APFA), I hereby notify the Company that APFA is converting the following Notices of Dispute into a consolidated Presidential Grievance: **SS-260-2018-PHL-74** (*Susan Coulp*), **SS-261-2018-PHL-75** (*Kimberly Kaswinkel, et al*), **SS-270-2018-PHL-73** (*Joan Thunell-Williams*), **SS-9-2019-PHL-4** (*Joan Thunell-Williams*), and **Number: SS-93-2019-CLT-54** (*Scott Hazelwood, et al*).

Also, in accordance with Section 30.B.2, I hereby protest the Company's violation of Section 8.B.1, 8.J.4 of the JCBA and/or any related Sections, for refusing to pay the contractual rate of 4 hours (pay and credit) per day for Flight Attendants' vacation days used for FMLA caregiver days which were bid in blocks of 7 or more consecutive days.

Specifically, Section 8.B.1 states: Vacation bid in the annual vacation process in blocks of seven (7) or more consecutive days will be paid and credited at four (4) hours per day at the Flight Attendant's rate of pay. Vacation days in blocks of less than seven (7) consecutive days will be paid and credited at three and one-half (3.5) hours per day. Vacation pay and credit shall be based on a Flight Attendant's longevity at the time the vacation is taken.

Section 8.J.4. states: Once awarded, vacation shall not be cancelled by the Company.

I demand that the Company immediately cease and desist this practice, and system-wide reimburse every flight attendant 30 minutes (pay and credit) for every vacation day that was bid in a block of seven or more days but was only paid 3.5 hours when used for FMLA caregiver leave, and that they be provided with any additional relief deemed appropriate.

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FMLA Caregiver Leave

Please contact the Vice President's office to schedule the Pre-Arbitration conference in accordance with Section 31.K.f.ii of the Collective Bargaining Agreement. In closing the Pre-Arbitration conference must be scheduled within 45 days of this notice of conversion.

Sincerely,

A handwritten signature in blue ink that reads "Lori Bassani". The signature is written in a cursive style with a large initial "L" and "B".

Lori Bassani
National President

cc: SBA

Cindi Simone
Managing Director
Labor Relations



April 17, 2019

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

Re: Grievance Response – 2020-APFA-1 FMLA Caregiver Leave

Dear Ms. Hedrick,

This letter serves as the Company's response to the Association of Professional Flight Attendants' ("APFA") Presidential Grievance, received March 31, 2020, regarding use of Family Medical Leave Act leave to provide care for an eligible family member with a serious health condition ("FMLA Caregiver Leave") and Joint Collective Bargaining Agreement ("JCBA") sections 8.B.1 and 8.J.4 (the "Grievance"). The Grievance alleges that the Company violated the JCBA when it refused to pay the contractual rate of four hours (pay and credit) per day for Flight Attendants' vacation days when such vacation days were used concurrently with FMLA caregiver leave which were bid in blocks of seven or more consecutive days.

After careful consideration, the Company denies the Grievance because the Company's conduct here does not violate the JCBA. Pursuant to Section 25.F.2 of the JCBA, "the use of vacation while caring for a family member will be in accordance with Company policy." Pursuant to Company policy, flight attendants that elect to utilize FMLA Caregiver Leave must use accrued vacation time concurrently with the requested FMLA Caregiver Leave. To the extent the use of FMLA Caregiver Leave results in a flight attendant taking vacation days in blocks of less than seven consecutive days, pursuant to Section 8.B.1 of the JCBA, such days "will be paid and credited at three and one-half (3.5) hours per day." Accordingly, any flight attendant that elects to use FMLA Caregiver Leave and, in doing so, takes vacation days in blocks of less than seven consecutive days, will be paid for such days at the rate obligated by the JCBA.

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682-278-0711 Office 480-286-8374 Cell
Cindi.Simone@aa.com



Cindi Simone
Managing Director
Labor Relations



As the Grievance does not articulate the Company's alleged violation of Section 8.J.4 of the JCBA, the Company cannot address this argument except to deny that any action of the Company violated this provision of the JCBA. Although the Company is denying the grievance, as always, I remain available to discuss at your convenience.

Sincerely,

A handwritten signature in black ink, appearing to read "Cindi Simone".

Cindi Simone
Managing Director, Labor Relations

cc: Matt Bahleda
Mark Moscicki
Sumit Batra
Brady Byrnes

