



ASSOCIATION OF PROFESSIONAL
FLIGHT ATTENDANTS

Representing the Flight Attendants of American Airlines

November 13, 2023

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

RE: **SS-280-2023-APFA-3** **APFA vs American Airlines**
Misapplication and Misinterpretation of JCBA Section 3.G.2.

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 3.G.2 of the JCBA by denying jury duty pay for sequences that were awarded/received through the Trip Trade System (“TTS”) and Electronic Trade Board (“ETB”) prior to the Flight Attendant receiving the summons.

The Company alleges that JCBA Section 3.G.2 only applies to sequences that were awarded through PBS and has been denying jury duty pay for sequences that were awarded/received through the Trip Trade System (“TTS”) and Electronic Trade Board (“ETB”) prior to the Flight Attendant receiving the summons. In taking this position, the Company has unilaterally and narrowly defined “scheduled sequences” to mean only PBS-awarded sequences, resulting in a grave misinterpretation and misapplication of Section 3.G.2 of the JCBA.

2. Statement of Facts

APFA filed the grievance on October 20, 2023 (Submission Exhibit 1). On November 9, 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

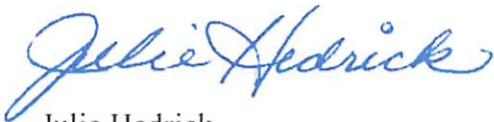
The APFA’s position is that the Company violated Section 3.G.2. The Union, therefore, respectfully requests the Board to render a decision that (1) acknowledges that, for purposes of Section 3.G.2, “scheduled sequence” includes a sequence a Flight Attendant has been awarded through any of the scheduling tools; and (2) cease refusing to pay jury duty pay for sequences that were awarded through TTS and/or ETB; and (3) awards and other relief that the Board deems just and proper.

4. Position of the Company

The Company’s position is contained in its November 9, 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 20, 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 Misapplication and Misinterpretation of JCBA Section 3.G.2.

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:

Section 3.G of the JCBA guarantees Flight Attendants pay and time off for all dates a Flight Attendant must appear/call in for jury duty, including the day after. As evidenced by JCBA Section 3.G.1, a Flight Attendant that receives a jury duty summons is strongly encouraged to submit it to the Company prior to the 20th of the month, which is the date the Preferential Bidding System ("PBS") awards are finalized for the following month. However, Section 3.G.2 of the JCBA, accounts for the circumstances in which that timeline is not feasible:

"If a jury duty summons is submitted to the Company after PBS awards are final and such jury duty assignment conflicts with a scheduled sequence, training day or day of availability, the Flight Attendant will be paid at the daily rate for the day scheduled to appear/call in for jury duty and the following day."



However, the Company alleges that JCBA Section 3.G.2 only applies to sequences that were awarded through PBS and has been denying jury duty pay for sequences that were awarded/received through the Trip Trade System (“TTS”) and Electronic Trade Board (“ETB”) prior to the Flight Attendant receiving the summons. In taking this position, the Company has unilaterally and narrowly defined “scheduled sequences” to mean only PBS-awarded sequences, resulting in a grave misinterpretation and misapplication of Section 3.G.2 of the JCBA.

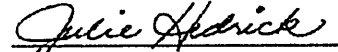
The JCBA does not specifically define “scheduled sequence” but JCBA Section 2.YY defines a “sequence” as “a series of flight segments that fall between report time and release at the crew base.” Trips obtained via PBS, TTS, and ETB all meet this definition. Further, Section 10, which addresses Scheduling, details the purposes and parameters of PBS, TTS and ETB, and refers to trips obtained through any of these scheduling platforms as “sequences.” There is no language within the JCBA that distinguishes PBS-awarded sequences as “scheduled sequences” or TTS/ETB-awarded sequences as not “scheduled sequences.”

Further, the language in Section 3.G.2 of the JCBA derives directly from the 2013 Agreement between the Association of Flight Attendants and US Airways (“Redbook”). Under Section 3.I.2 of the Redbook, the Company paid Flight Attendants for the days of any scheduled pairing¹ that conflicted with jury duty, regardless of whether the pairing was obtained through PBS or one of the other scheduling tools that were in effect under the Redbook. Moreso, as you are aware, it was expressly agreed during the 2014 JCBA negotiations that provisions adopted from the Redbook into the JCBA included adoption of the associated past practice.

Accordingly, AA’s improper and narrow definition of “scheduled sequence” frustrates the intent and purpose of the language. If the parties intended for Section 3.G.2 to only apply to PBS-awarded sequences, then the language would have expressly reflected as such. To the contrary, the contract language reflects that AA has a contractual obligation to pay Flight Attendants for days of any *scheduled* sequence – regardless of whether that sequence was obtained via PBS, TTS, or ETB – that conflict with jury duty. As such, APFA demands that AA (1) acknowledge that, for purposes of Section 3.G.2, “scheduled sequence” includes a sequence a Flight Attendant has been awarded through any of the scheduling tools; and (2) cease refusing to pay jury duty pay for sequences that were awarded through TTS and/or ETB.

¹ A “pairing” is the Redbook equivalent to a “sequence”

Sincerely,



Julie Hedrick
APFA National President

cc:

Matt Bahleda, AA Director & Senior Attorney
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Larry Salas, APFA National Vice President
vp@apfa.org

Alyssa Urban, APFA Staff Attorney
aurban@apfa.org

November 9, 2023

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

Re: Grievance Response – 2023-APFA-3 Jury Duty

Dear Ms. Hedrick,

The Company denies the APFA's Presidential Grievance, received October 20, 2023 (the "Grievance").

The Union's factual allegations and statements regarding the interpretation of the contractual language appear to conflict with the Company's application of the jury duty provision. The Company analyzes each post-PBS submission for jury duty pay on a case-by-case basis, and each such submission has been processed in accordance with the terms of the Joint Collective Bargaining Agreement ("JCBA").

The grievance is untimely and the Company has not violated Section 3.G of the JCBA. Accordingly, the Grievance is denied.

Sincerely,



Cindi Simone
Managing Director, Labor Relations