

American Airlines
Company Termination
Grievance #13-064

VP of Flight
Appeal Hearing Brief

First Officer
Lawrence M. Meadows
FO/777/MIA AA#332713
February 27th, 2014

Grievance #13-064 Appeal Hearing Brief

TABLE OF CONTENTS

PREFACE..... 2

PART I: "My Story"

BACKGROUND

Personal History..... 3

Summary of Facts - " How we got here..."..... 3

OVERVIEW

"Why we are where we are..."..... 6

Analysis Using Blanchard's 5 P's of Ethical Power 7

PART II: "The Hard Facts"

MEADOWS COMPANY TERMINATION GRIEVANCE #13-064 - As Filed..... 10

ARGUMENTS IN SUPPORT OF GRIEVANCE #13-064

- 1. Meadows Receives Benefits as an Employee Under Terms of the 2004 LTD Plan.... 12**
- 2. Meadows' Seniority was Abrogated in Violation of CBA Sec. 13.C and F..... 12**
- 3. Meadows Administrative Termination was not allowed by the Agreements..... 12**
- 4. 5 year rule" in Sec. 11.D.1 Doesn't Apply to Disabled Pilots Like Meadows..... 13**
- 5. Even If Termination was Allowed under 11.D.1 - Company Waived its Rights..... 14**
- 6. Historically Seniority Loss Under 11.d.1 - Has been Restored via Past Practice... 14**
- 7. CBA's Treatment of Disabled Pilots is Inconsistent With That of Furlougees..... 15**
- 8. Sec. 11.D.1 Violates the ADA's Strict Prohibition of "No- Leave" Policies..... 15**
- 9. AA Pilots should enjoy the Same CBA Career Protections as Pilot's at UAL..... 16**

STATUS OF OTHER PENDING CLAIMS EXTERNAL TO GRIEVANCE #13-064..... 17

CONCLUSION - REMEDIES REQUESTED 18

SUPPORTING EXHIBITS LIST..... 21

PREFACE

First Officer Meadows appreciates the substantial time constraints and demands of the VP of Flights duties. However, he wants to ensure the substance of his grievance is fully briefed in a manner to enable the VP of Flight to readily absorb the relevant facts, and make an fully informed decision on this matter. To that end Meadows has made a diligent effort to condense six years of fact intensive information leading up to his current grievance #13-064, and organize this brief in a logical manner in two main parts.

Part I., addresses the Background of relevant events that lead up to this grievance hearing; and starts with a short Personal History, next a Summary of Facts showing how we got here after denial of Meadows previous grievance #12-011, which is followed by an Overview using Blanchard's 5P's , showing Meadows perspective as to why we are where we are today.

Part II., is a presentation of grievance #13-064 along with the key arguments supporting why the Company's removal from the seniority list and termination of Meadows', was in violation of Sec. 13. and Sec 11. of the CBA; followed by, Meadows' Conclusion as to why his current grievance #13-064 should be sustained. Finally, Meadows lays out the relief he offers to amicably resolve this matter, and the remedies required to make him whole.

Key Supporting Documents have been provided, but in the event that more detailed information is desired or needed, additional supporting documents will be provided upon request.

Finally, FO Meadows respectfully requests the Capt. Hales indulgence, and asks he put himself in the shoes of myself and other similarly situated pilots; and about think about how devastated he would feel if he suddenly and unexpectedly lost his FAA medical certification, especially when his earnings are cut to less than half. Specifically, please think about, 1) His expectations for the company to honor its contractual commitment to timely pay his rightful contractual disability benefits without interruption, and 2) That if he was otherwise duly functional, wouldn't he prefer to continue to work for the company in a non-flying capacity

PART I.

BACKGROUND

Personal History

I am an 50 year old disabled AA pilot, currently receiving benefits from the Company's Pilot Long Term Disability Plan (PLTD). Unfortunately, I'm presently unable to hold the required FAA Airman Medical Certification, necessary to perform my duties in the cockpit; Despite my Disability, I am otherwise fully functional, and certify I'm capable of performing all the published *Essential Job Functions* of an AA pilot. (Exhibit 1). I am in fact a very highly qualified and skilled individual, and know I can make a significant contribution to our workforce, in either a flight training or management capacity. However, to date my requests to be reasonably accommodated have been steadfastly rebuffed by the Flight Department.

I was born in Long Island, NY in 1963, but eventually moved to Florida, and graduated from Ft Pierce Central High School in Florida in 1981. I then attended Embry-Riddle Aeronautical University in Daytona Beach, FL, and in 1985 graduated *cum laude* with Bachelor of Science degree in Aeronautical Engineering. Upon graduation I was immediately was commissioned in the U.S. Air Force, where I flew T-37, T-38 training aircraft at Reese AFB, TX. I was subsequently type rated on the DC-9, and served as an C-9A Aircraft Commander and Instructor Pilot, performing Aeromedical Airlift Missions at Scott AFB, IL, where also attended Law School at St. Louis University, until I was transferred to the C-9 squadron in Rhein Main AB, Germany, until I was honorably discharged in 1991.

Thereafter, I'm proud to say that during one of the most competitive hiring environments, I was scored #2 out of 34 pilot selectees in American Airlines new hire Pilot Selection Board #91-07. (Exhibit 2). American initially hired me in Oct. 1991 as a DC-10 FE, I subsequently flew B-727 FO, and was type rated on and flew the MD-11, and B-777.

Summary of Facts - "How we got here"

- June 2004: Meadows began suffering from a disabling illness, and was approved for disability benefits under the "*Program*", by the AA Corp. Medical Director.
- Dec 26, 2007: Meadows disability benefits were abruptly terminated by the AA Corp. Medical Director. Who asserted Meadows was no longer disabled under the Program; and he changed Meadows status to USLOA, but failed to offer a reasonable accommodation. Meadows later learned his disability benefits was being tracked and targeted for costs saving in the secret "Pilot Disability Nurse Case Management Cost Savings" scheme

- Jun 08, 2008: Meadows filed as PBAC disability benefits administrative appeal, which was subsequently denied using a procedurally flawed and fraudulent 3rd party disability claims reviewer Western Medical Evaluators (WME), in violation of Supp-F.
- May 17, 2009: Meadows was on combined Disability/SLOA for 5 years, but AA did not notice him that he would ever be terminated or removed from the list under Sec 11.D.1.
- Jun 15, 2011: After AA refused to recognize his disability, and the ERISA case was lost Meadows made a certified request for a Sec. 20 Physical Exam and RTW clearance, but the Corporate Medical director ignored said request.
- July 18, 2011: Meadows engaged in protected Sarbanes-Oxley Whistleblower (SOX-WB)- activity, and reported AA Medical's "*Pilot Disability Nurse Case Management Cost Savings*" scheme.
- Aug 5, 2011: American threatened to terminate Meadows unless he obtained FAA medical certification and RTW as a pilot, or alternatively, permanently resign his pilot seniority number and take a position outside the flight department.
- Sep 12, 2011: Meadows filed a SOX-WB Complaint.
- Sep 14, 2011: Meadows was evaluated by the Mayo Clinic who verified the continuous existence of his disabling illness.
- Sep 28, 2011: Ironically, in stark contrast to Headquarters' threat of termination; Meadows received 20 year service pin and letter from base Chief Capt. Raleigh, congratulating him, and wishing many more years of career success service.
- During this time-frame Meadows made multiple requests for a reasonable accommodation within his bargaining unit, but AA steadfastly refused to grant one, and also refused to acknowledge that he even had a disability.
- Oct 1, 2011: Based on his status as an *Active Pilot Employee* on the *System Seniority List*, who was on an *Authorized Leave* and received *Compensation* in 2011; Meadows was eligible and re-applied for pilot disability benefit under the Program.
- Dec 13, 2011: American ultimately approved Meadows for disability benefits, albeit under the new "*PLTD Plan*", and denied him 4 years of retroactive benefits.
- Nov 4, 2011: AA administratively terminated Meadows and removed him from the seniority list, despite Meadows pending LTD claim, and SOX -WB protection. Ostensibly, this was done under Sec 11.D, but AA had already failed exercise that right for almost 3 years prior.
- Feb 12, 2012: Meadows files Company Termination Grievance #12-011.
- Apr 25, 2013: Grievance #12-011 heard by VP of FLT's designee.

- Jun 6, 2013: Grievance #12-011 denied by AA, APA protested and submitted to PAC
- Aug 1, 2013: The PBAC partially approved Meadows administrative appeal for retroactive disability benefits, and reinstatement of Credited Service from 12/27/07 - 12/13/11, and reinstatement of active medical benefits.
- Aug 6, 2013: AA held PAC, and subsequently declined to settle grievance #12-011.
- Aug 29, 2013: APA refused to arbitrate grievance to a SB of adjustment.
- Sep 27, 2013: Meadows submitted a new formal package requesting a Reasonable accommodation - which has been ignored.
- Sep 26, 2013: Filed Benefits Claim against PLTD Plan for remaining items; Pre-judgment Interest, reimburse retro-medical cost, reinstatement of active medical - ignored
- Oct 10, 2013: Filed Formal claim with Flt-Admin and AA medical for restoration of Non-rev Travel- ignored.
- Oct 17, 2013: APA Equity Distribution Decision and Award, Arbitrator Goldeberg, held APA treated Meadows arbitrarily and ignored their duty to him; and ordered APA to pay Meadows a full share equity payout from all for silos.
- Oct 31, 2013: Meadows individually filed 2nd Grievance #13-064 for abrogation of seniority and termination in violations of Sec. 13 and Sec.11 of the CBA. (*see page 1*)
- Feb, 13, 2014: Department of Labor SOX ALJ issues scheduling order requiring AA to file answer, an notice of hearing in Salt Lake City, UT on Jun 9, 2014.
- Feb 27, 2014: Grievance #13-064 VP of FLT hearing.

OVERVIEW

Why we are where we are today...

As the result of a perfect storm of corporate dysfunction, greed, malfeasance, and unethical decisions; stemming from the Company's grossly underfunded pension obligations¹, coupled with a Corporate Medical Director willing to take whatever cost cutting actions necessary to justify his departments existence, no matter how unethical. Including abruptly stripping away my rightful disability benefits without cause, notice, or due process under the Agreements. Such wrongful deprivation of \$6k per month in benefits payments, is no small matter for pilot who would be normally be making more than double that, and already having financial difficulties supporting his family. This was the root cause of Meadows and many other disabled pilots troubles.

Further, in complete and utter disregard for the lives and careers American's disabled pilots, the Corporate Medical Director implemented the "Pilot Disability Nurse Case Management Cost Savings" scheme. Which utilized highly structured actuarial calculations performed by an AA senior budget analyst, to determine the "cost savings" by prematurely terminating pilots otherwise rightful disability benefits. (Exhibit 3). In Furtherance of this "cost savings" scheme, the Company employed a, non-clinical, procedurally flawed and fraudulent 3rd party disability claims reviewer, Western Medical Evaluators (WME). (Exhibit 4). Just today, Meadows learned the WME evaluation report used to terminate his disability benefits was in fact fraudulent; Senior AME, Dr Karen Grant, provided him with signed statement that she neither wrote or signed Meadows report, which WME purported was her work. (Exhibit 5).

These unethical decisions and actions, violated the CBA Supp-F requirement for the Corporate Medical Director to provide objective verification of pilot disabilities, and to submit any disability claim disputes for review by legitimate "*Clinical-Source*". This scheme was the basis for Meadows engaging in protected reporting activity under the Sarbanes-Oxley Whistleblower Act (SOX-WB)²; and just two weeks after which he was threatened with termination. Subsequently, on

¹ During same period of 2004-2007 when American began to attack the benefits of its disabled pilots in earnest; American's defined benefit pension plans, which included the pilot disability benefits paid under the "Program", were grossly under-funded. Moreover, American's annual SEC 10K Reports showed substantial pension funding obligations ranging from \$2.01B to \$2.5B, wherein the American disclosed that, "*due to substantial pension funding obligations, the Company will need access to additional funding.*" and, "*The inability of the company to obtain additional funding would have a material negative impact on the ability of the Company to sustain its operations over the long-term.*"

² AA Medical cost savings reports tracked showed Meadows as one of the 84 pilots being targeted for disability benefit termination. Meadows reasonably believed American was knowingly not paying rightful disability benefits, and

Sep 12, 2011 Meadows filed a formal SOX-WB Complaint. (Exhibit 6), which the Dept. of Labor has recently been rescheduled for an ALJ hearing in Salt Lake City, on June 9, 2014. (Exhibit 7) Ultimately on Nov. 4, 2011 American terminated Meadows employment, and removed him from the Pilot System Seniority List. Ostensibly, the Company asserted that Meadows termination was due instead to the "5 year rule" in Sec. 11.D.1, but the Company had no legitimate contractual basis to do so. Therefore, Meadows timely filed termination grievance #12- 011 (Exhibit 8) protesting his discharge and removal from the seniority list, stating, "*I want, to grieve the improper assertions and actions, madewith respect to my employment status, seniority, and discharge.*"; In addition to violation of his CBA rights; Meadows also cited two underlying bases, 1) that he was denied Reasonable Accommodations under the ADA, and 2) that his SOX-WB protection was violated.

Thereafter, on Jun 6, 2013 American Airlines denied grievance #12-011, re-asserting its "*decision to remove you from the seniority list as provided by the Collective Bargaining Agreement under Sec. 11-1, K. 1.*" Then suddenly, after over 18months after filing, preserving, hearing, and appealing grievance #12-011 to the 3rd step of a PAC; APA suddenly informed Plaintiff it did not believe his grievance raised any contractual violations, because it was only based on statutory claims (under SOX and the ADA), and therefore APA would not be arbitrating it.

Therefore, on Oct, 31, 2013, Meadows individually filed his 2nd grievance #13-064 (*see* pg. 10) wherein he explicitly grieved that the Company was abrogating his pilot seniority and administratively terminated him in violation the Sec. 11 & 13. **Which brings us here today...**

Analysis Using Blanchard's 5 P's of Ethical Power

The Executive VP of Flight quotes management expert Kenneth Blanchard in his corporate bio. The pillars of Kenneth Blanchard's management style are the "Five P's of Ethical Power: Purpose, Pride, Patience, Persistence, and Perspective." Mr. Blanchard asserts that these principles produce long-range benefits, and that even in the complex world of today, it still is possible to do business honestly and stay competitive. I apply them here...

Purpose:

My purpose is simple, to restore my status and prestige which I previously enjoyed as an American Airlines pilot, by enforcing my statutory and contractual rights. Like most pilots of

thereby intentionally underfunding rightful disability pension funding obligations, which resulted in artificially inflated corporate earnings reports, giving rise to SEC fraud under the Sarbanes-Oxley (SOX) Act.

aviation is in my blood. I'm now only 50 years old, and based on the current retirement age, I still potentially have 15 years remaining in my future airline piloting career. Thus, I'm aggressively fighting to protect my contractual career expectations and preserve my right to return to the cockpit based on my relative seniority. Depending on the severity of an illness, it can take many years before a disabled pilot to become medically recertified by the FAA. This is especially important issue for a pilot like myself, who has 15 years of potential pilot employment left, but could potentially have to wait years more for on a special issuance medical, or favorable regulatory changes.

To that end, I will stay the course, and strive to set right American's unethical decisions relating to my improper termination and removal from the seniority list. I seek to effectuate positive CBA modifications which will protect the careers expectations of myself and other similarly situated pilots; to include, 1) reinstatement of my relative position to the Pilot System Seniority list, along 2) with an interim reasonable accommodation of either additional leave, or 3) instead a reassignment into a vacant X-type (simulator only) pilot position in the bargaining unit.

Pride:

The primary reason I'm here today because of my strong self-pride, which has enabled me to achieve significant accomplishments in my life, most important of which was earning the right to proudly call myself an American Airlines pilot. I spent the first ten years of my adult life garnering the technical education, military flight experience, and certificates needed to have the privilege of being interviewed by American Airlines during one of the most competitive hiring environments in 1991. Without a doubt the proudest day of my life, was the day I was hired by American, especially now, knowing I was hired as #2 out of the 34 pilot selectees in American Airlines new hire Pilot Selection Board #91-07. *Id.*

Patience:

I have endured many struggle and challenges during my life. Over many years I patiently developed to skills and acquired the qualifications needed to become an American Airlines pilot. During the past six years, I've been forced to demonstrate unwavering resolve to preserve my rightful disability benefits under the CBA; believing that in time the Company would finally to the right thing with respect to the improper termination of my disability benefits. Unfortunately, we are not quite there yet. Regardless, if takes another 6 years, or 15 for that matter, I will persevere for as

long as it takes; until such time that I am either back in the cockpit, dead, or past the legal retirement age.

Persistence:

I am committed to my cause, and will stay true to my stated purpose, continuing to stay the course for as long as it takes. Hopefully this grievance will resolve all of my claims once and for all. However, if it is denied, I will petition a federal judge to uphold my statutory rights under the RLA §184 , and compel arbitration of both my grievances before a System Board of Adjustment with resolution by the neutral.

Meanwhile, the Department of Labor ALJ is hearing my SOX-WB complaint in Salt Lake City on June 9, 2014. Additionally, I have still a pending EEOC claim for failure to be reasonably accommodated, and also have the right bring a second suit under ERISA for the prejudgment interest, reimbursement of medical costs, and legal fees relating to the PBAC's recent, but partial award of retroactive disability benefits. Bottom-line, I have many irons in the fire; one way or another I'll be back, and keep coming back until such time as when the Company finally makes me completely whole.

Perspective:

Obviously, we have in common a similar military career tracks, through Reese AFB and MAC, before both being hired by American; but now I am just a disabled line pilot, while you are leading in the lofty position of the Vice President of Flight for "New" American Airlines. Further, your position empowers you to make challenging decisions that affect all the pilots serve under you. To be an effective leader, those decisions must be ethical.

Certainly, we have different likely have different perspectives on many of the issues I've brought before you. Regardless we are both Pilots, who still share some common ultimate goals. But if the ultimate goals in the big picture are what is truly important, then right should override wrong, if you rely upon your ethical powers to make the right ethical decisions. Therefore, I believe you will make the right decision to sustain my grievance, because doing so is only ethical decision. If the VP of Flight truly subscribes to Mr. Blanchard's management tenets, than he should believe that American can be remain competitive, whilst treating its pilots fairly and ethically, and ensuring they enjoy all of their statutory and contractual employee protections to which they are entitled.

PART II.

MEADOWS COMPANY TERMINATION GRIEVANCE #13-064 - Document As Filed

Lawrence M. Meadows
777FO/MIA AA# 332713
P.O. Box 4344
Park City, UT 84060

October 31, 2013

Captain John Hale
Executive Vice President of Flight
American Airlines
Po Box 619617, Flight Academy MD-823
DFW Airport, TX 75261-9617

Sent via certified mail and e-mail:

Re: Meadows Grievance 13-064, for Contractual Violation of CBA Sec. 13

Dear Captain Hale,

I hereby timely submit this contractual grievance in accordance with Section 21.D.2, based on the Companies' flawed contractual interpretations and positions adopted in defense of its August 20, 2013 PAC Denial of my previous Grievance #12-011. I have had an RLA expert review AA-APA Collective Bargaining Agreement (CBA), who has advised that Company has and continues to systematically abrogate the contractual seniority rights of myself and other similarly situated sick/disabled pilots in violation of the CBA Section 13. These violations are indirectly effectuated thorough the misapplication and subjective reinterpretation of the terms of CBA Section 11.D.1; in an effort to improperly impose an unspecified requirement to administratively terminate the employment of, and remove from the seniority list, pilots who are continuously sick and/or disabled in excess of five (5) years³.

This contractual violation is based on the following reasons;

First and Foremost, CBA Section 13 "Seniority", is the controlling Section as it relates to pilot seniority issues. Further, the language of Section 13.C. "Retention of Seniority", explicitly dictates that, "a pilot once having established seniority, shall not lose such seniority except as provided in this Section[13]."

³ Government employment statutes, such as the laws are not explicitly referenced in the language of the bargaining agreement itself, the legislative history of the ADA shows that Congress considered the unique problems created by collective bargaining agreements, and intended that the provisions of an agreement be dovetailed with the duty of reasonable accommodation under the ADA. Thus, the Company's application of a five year maximum sick leave policy as described in Section 11.D.1 is unlawful and violates the American with Disabilities Act strict prohibition of No-Leave Policies. The Company is in fact required to provide a disabled pilot as much additional medical leave necessary, as a form reasonable accommodation.

Second and more importantly, **Section 13.F. "Loss of Seniority"**; only allows for forfeiture of pilot seniority under the four distinct circumstances for, "A pilot who resigns from service of the company, retires, or is discharged for just cause..., or fails "to return to duty as a pilot " from a furlough recall. None of those circumstances apply to me personally; as I never resigned, retired, been discharged for cause, nor was I ever furloughed. Therefore, the Company has no contractual basis whatsoever to remove me from the seniority list, much less administratively terminate my employment.

Third, **Section 13.C. "Retention of Seniority"**, goes on to state *"nor shall such pilots relative position on the Pilots' System Seniority List be changed for any reason...except as provided in paragraph B. of this Section [13]."* Additionally, **Section 13.B. "Seniority Date"** also states that a pilot, *"shall continue to accrue [seniority] during such period of duty except as otherwise provided in Section 11..."* .

Fourth and finally, **Section 11.D.1 "Sickness and Injury Leaves"**, does not explicitly provide for the administrative termination of a sick/disabled pilot, nor the forfeiture of such pilot's seniority by removing them from the Pilot System Seniority List. This Section only speaks to the fact that, *"a pilot shall be allowed to retain and continue to accrue" his relative seniority during sick leaves of absence, which do not exceed total continuous period of five (5) years. Nothing more.*

In Sum, it is clear that the plain contractual language of both the 2003 or 2013 CBA does not in any way provide for the administrative termination or removal from the seniority list of sick/disabled pilots. At most, the "seniority" related language of Section 11.D.1, when properly considered in conjunction with the controlling language in Section 13, can only be construed to impose the condition that pilots who are sick/disabled in excess of five years, only cease to accrue their relative seniority - not lose it. In other words, the contract merely provides that such sick/disabled pilots only lose the incremental amount of relative seniority commensurate with the amount of time they are absent in excess of five years, but there is no contractual provision that requires the complete and total forfeiture of their pilot system seniority.

Based on all the foregoing, I seek reinstatement to the same relative position on the Pilot System Seniority List as if I had never been removed, and the continued accrual of such relative seniority until such time that I either retire, resign or am terminated for just cause.

Respectfully Submitted,



Lawrence M. Meadows

cc: Bennett Boggess, Dir. APA Legal; Ivan Rivera, APA MIA Chair; Thomas Copland, APA MIA Vice-chair

ARGUMENTS IN SUPPORT OF GRIEVANCE #13-064

Grievance #13-064, speaks for itself and spells out the four key contractual reasons why Meadows termination and removal from the seniority list is in violation of the CBA Sec. 13. Thereby, making it plain on its face that the unambiguous contractual language of the 2013 CBA in no way allows for the company to abrogate a pilot's seniority or terminate his employment without cause. Meadows expands on those reasons, and supplements them with the additional arguments below.

Main Arguments

1. Meadows Receives Disability Benefits as an Employee Under Terms of the 2004 LTD Plan

Since his date of hire in Oct. 1991, Meadows has continuously remained a "Participant" under the terms of the "Program", and was entitled to receive, and accrued full pension Credited Service; based his uninterrupted service in an eligible statuses of either, "Active Pilot Employee" on the "Pilot System Seniority List", "Unpaid Sick Leave of Absence (USLOA)" as approved by the Corporate Medical Director, or on a Disability benefit defined under the "Program" or "Plan".

Currently Meadows is on the Company's payroll, receiving his pilot disability benefits in the form of W-2 employee wages subject to Federal Income Tax withholding. (Exhibit 9). As such he is considered to be both an "Employee" and "Pilot Employee" as defined under the terms of the PLTD "Plan" (Exhibit 10).

2. Meadows' Seniority was Abrogated in Violation of CBA Sec. 13.C and F.

First and Foremost, CBA **Section 13 "Seniority"**, is the controlling Section as it relates to pilot seniority issues. Further, the language of **Section 13.C. "Retention of Seniority"**, explicitly dictates that, "**a pilot once having established seniority, shall not lose such seniority except as provided in this Section[13].**" **Section 13.F. "Loss of Seniority"**; only allows for forfeiture of pilot seniority under the four distinct circumstances for, [1] "A pilot who resigns from service of the company, [2] retires, or [3] is discharged for just cause..., or [4] fails "to return to duty as a pilot " from a furlough recall. (Exhibit 11). None of those circumstances applies to Meadows, as he has never resigned, retired, been discharged for cause, nor was I ever furloughed.

3. Meadows Administrative Termination was not allowed by the CBA or Agreements;

There is no language in the CBA or Agreements which allows for the administrative termination of a pilot in a disability status. **Section 11.D.1 "Sickness and Injury Leaves"**, which does not provide for the administrative termination of a sick or injured pilot. This Section only

speaks to the fact that, "a pilot shall be allowed to retain and continue to accrue" his relative seniority during sick leaves of absence, which do not exceed total continuous period of five (5) years, and nothing more. (Exhibit 12). Additionally, Sec . 21.A.1.h.(2)(b) is the only place in the CBA that addresses the Company's right to discipline, suspend or terminate pilot but only for cause. (Exhibit 13).

Further, the Pilot Retirement Benefit Program, pg. 41, states That "*Pilots are considered terminated if they: Resign, Are discharged, fail to return from a leave, fail to return following a recovery from Disability, Reject a recall from Furlough, or Are not recalled from Furlough prior to the expiration of recall rights with the Company.*" (Exhibit 14). Not one of the aforementioned circumstances applies to Meadows, therefore there is no contractual basis to terminate him.

4. "5 year rule" in Sec. 11.D.1 Doesn't Apply to Disabled Pilots Like Meadows

a. First, Disability (MDSB) is a permanent Status and Not an LOA;

Sec. 11.D.1 only speaks to sickness or injury leaves, specifically unpaid sick leave (USLOA), or Injury on Duty Leave of Absence (IDLOA); but Disability is distinct and separate Status under the terms of the Pilot Retirement Benefit Program or LTD Plan. Moreover, Disability Status it is not coded on the "AA Status 1 Report Summary" as an any form of LOA, such as USLOA, IDLOA, PLOA, MLOA, but instead it is coded as MDSB. (Exhibit 15).

b. Further the "5 year" language in Supp-F 5.(d) Does Not Apply to Meadows;

It simply states, "*A pilot shall retain and accrue seniority for the purposes of this Supplement F only for a period of five (5) years commencing at the expiration of his paid sick leave.*" (Exhibit 16). Regardless, It doesn't apply to Meadows because he is not receiving a disability retirement benefit under the pilot Retirement Benefit Program.

c. Finally, No "5 year" Restriction Exists for Disabled Pilots Under PLTD Plan;

Meadows receives his disability benefits under the terms of the 2004 Pilot Long Term Disability (LTD) Plan, which states in section "*I. Purpose*", that "*This document constitutes the complete and official Plan document and Summary Plan Description.*" (Exhibit 17). While that stand alone document current implements many of the same disability related terms and clauses contained in Supp-F; it does not adopt the "5 year rule" under Supp-F.5.(d), nor does it contain any other such language allowing for a disabled pilots termination or forfeiture of seniority after a specified period of time.

Supplemental Arguments

5. Arguendo, Even If Termination is Allowed under 11.D.1 - Company Waived its Rights

Meadows 5 year anniversary after exhausting all paid sick leave was May 4, 2009, during which time he was in a Disability Status. Yet AA never provided any notice beforehand that he was at risk of being terminated or removed from the seniority list at that date, but it is in fact required to do so under the rules for Life Events and LOA Checklist for USLOA or IDLOA .

Not until Aug. 5, 2011, a full 7.5 years after exhausting all of his paid sick leave; did he Company threaten to terminate Meadows. Which just happened to be two weeks after he engaged in protected SOX-WB reporting activity.

Ironically, on September 28, 2011, Meadows received a 20 year service pin, and a letter from his supervisor, Miami Base Chief Pilot, Captain Raleigh, congratulating him on 20 years of service, and wishing him many more years of career success. (Exhibit 18). Making it clear that, Meadows immediate supervisor Captain Raleigh was not in the loop on any HDQ level threatened termination of Meadows employment. Meadows remained on the pilot seniority list for 2.5 years later, until the Company Removed him on Nov. 5, 2011.

Therefore to the extent that American Possessed any right under Sec 11.d.1 to remove Meadows under the "5year rule", it did not timely exercise said right; Thus, American waived any right to do so under the contract doctrines of estoppel and laches.

6. Historically Seniority Loss Under 11.d.1 - Has been Restored via Past Practice

Prior to Bankruptcy, APA and AA have a long-standing of past practice of reinstating to the seniority list, all disabled pilots who were on LTD in excess of five years, who subsequently obtained FAA medical certification..

Therefore, this is s reasonable expectation for pilots in a Disability Status, to be able to return at their relative position on the Pilot System Seniority List. This was reaffirmed to Meadows on Nov.18, 2011 just two weeks after his termination, in a certified letter from APA's Legal Director, Bennett Boggess Re: Medical Disability Reinstatement. Which went on to say that, *"Among other distinctions, should you obtain your First Class Medical Certificate and wish to return to the seniority list in the future, APA will assist you in the process of requesting your return to the seniority list."* Meadows expressed concern to Mr. Boggess, if he was certain he could actually get back on the list, because there is no such provision in the CBA. Boggess replied that if

it didn't happen, then Meadows would be the first one denied by the Company; as every single pilot that APA previously had requested to return, was reinstated to the list.

7. CBA's Treatment of Disabled Pilots is Inconsistent With That of Furloughees

Furloughed pilots enjoy unlimited recall rights to the seniority list with no specified time limits, and while disabled pilots are restricted to only 5 years. Such inconsistent treatment is inherently unjust, arbitrary, and outright discriminatory.

Recently during the APA Equity Distribution, Arbitrator Goldberg ruled that furloughed pilots were still employees; based on his interpretation of *Toth v. USX*; because as in *Toth* their departure from their job was "involuntary", and "mandatory", but "temporary", and they had a "reasonable expectation to return". Similarly, applying the same analysis; pilots in a Disability status departure from their job is 'involuntarily', and also "mandatory" due to of his inability to hold FAA medical certification, but his departure is "temporary"; and only until such time that his disabling condition is treated into remission, or when the FAA approves a special issuance medical, or if the FAA creates a regulatory change that no longer deems his condition to be grounding.

Meanwhile, Meadows is exercising right to collectively bargained disability benefits, as an Employee under the terms of the Plan; and continues to have a "reasonable expectation to return" to his pilot job based on his relative seniority. Therefore, all Pilots in a Disability status are considered to be employees just as their furloughed peers are, and therefore should enjoy also until unlimited time to return to the cockpit.

8. Sec. 11.D.1 "5 year rule" Violates the ADA's Strict Prohibition of "No- Leave" Policies

Specifically, American violates federal ADA law, by rigidly enforcing its 5 year maximum sick leave policy ("No-leave" Policy), contained in Section 11 d.1 of its Pilot's CBA; this contract language is relic of the past, and has never been updated to comply with recent case law, nor enforcement actions by the EEOC under the ADA. Moreover, Federal law always supersedes the language of a CBA, to allow otherwise would be unlawful. As a matter of fact, the EEOC is actively enforcing provisions of the ADA retrospectively, and seeking over turn many previous supreme court case decisions. During past few years the EEOC has engaged in a concerted effort to bar "No-Leave" policies from the workplace as they are unlawful under the ADA. Additionally, the "EEOC is "Cracking Down on Automatic Terminations following Medical Leave" , and the "EEOC has continued to target maximum leave policies." Further, many employers have been put on notice by counsel, that the "ADA and Inflexible Leave Policies are a Recipe for Disaster." Moreover, the

EEOC has been very successful extracting multi-million dollar consent decrees from companies who rigidly enforce their "No-Leave" policies; most notably Verizon was recently forced to pay the EEOC \$20M, Sears paid \$6.2M, and Interstate Distributors paid \$4.85M .

9. AA Pilots should enjoy the Same CBA Career Protections as Pilot's at UAL

Furthermore, American is currently under a EEOC Systemic Investigation for its failures to reasonably accommodate its employees, similar to what United Airlines was recently subjected to. Significantly, in Sep, 2012 the 7th Cir. Court issued a stunning reversal and groundbreaking ruling in *EEOC v. United(7th cir. Sep 2012)*); see "*Seventh Circuit Reverses Course on Reassignment Accommodation leaving United Airlines Grounded*" (Exhibit 19); see also "*U.S. Supreme Court denies United Airlines Petition* (Exhibit 20).

Not coincidentally, right on the heels of the 7th Circuit ruling, the new UAL Pilot's Contract ratified in December 2012, eliminated United's previous 6 year maximum sick leave policy that was very similar to the AA's "5 year rule". More specifically UAL's new pilot leave policy contained in Section 6-D-2 of the CBA, states that pilots on LTD or those that would otherwise be qualified for LTD, are not subject to the time limitations that would result in their removal from the seniority list. (Exhibit 21). Thereby, UAL is effectively reasonably accommodating pilots with additional medical leave; by allowing them to remain on the seniority list, until they are medically qualified and return to work, die, or until they retire.

There is no genuine reason that American shouldn't amend its CBA accordingly, and afford its disabled pilots the statutory protections to which they are entitled; the very same protections that UAL now provides to its pilots. To do otherwise would be absolutely unlawful, unethical, and is punitive by its very nature. Elimination of its 5 year maximum sick leave policy, amounts to a no cost item for AA; save for the minuscule cost of some additional ink and paper to keep these pilots names on the AA Pilot System Seniority List. Our pilots deserve better.

STATUS OF OTHER PENDING CLAIMS EXTERNAL TO GRIEVANCE #13-064

1. Meadows Reasonable Accommodation Request - submitted Sep. 27, 2013

Meadows resubmitted a formal package to the Flight Department; requesting a reasonable accommodation within the bargaining unit, as X-Type Check Airman (simulator only).

There exists legitimate contractual, regulatory and statutory basis, to do so; 1) The CBA Sec 12.B.10., provides that a "**Check Airman placed on disabled status, will be given the choice of remaining as a Check Airman, and that the company has the ability to address special situations on an ad hoc basis.**", and 2) FAA regulation 61.23(b)(7), provides that a **medical certificate is not required, "When serving as an Examiner or check airman and administering a practical test or proficiency check for an airman certificate, rating, or authorization conducted in a glider, balloon, flight simulator, or flight training device"**, and 3) Using EEOC reasonable accommodation practices, which include job restructuring or job sharing, AA could modify an X-type's annual Line Rotation requirement to fly 73 hours under CBA 12.B.9.d.(1), by allowing me to exchange my required flight hours with another Check Airman's simulator hours. (Exhibit 22).

Status: To date the Flight Department has steadfastly ignored any requests for an accommodation

2. Meadows Claim for Unpaid Benefits Under PLTD PLAN - filed Sep. 26, 2013

On July 31, 2013, American's Pension Benefits Administration Committee (PBAC) partially approved Meadows 2nd disability claim appeal, albeit under the terms of the PLTD Plan; and agreed he entitled to disability payments (less any amounts already received), credited service, and active medical benefits retroactive to Dec. 27, 2007.

To date, Meadows has only received reinstatement of full Credited Service, and full retroactive disability ERISA. However, Meadows still without the active duty medical benefits he was promised, and has not contacted by anyone from HR, nor have I been sent any documents to enroll in that plan. His request to Flt Admin. to follow-up was ignored. Additionally, the PBAC denied Meadows statutory Pre-judgment interest on untimely disability benefits required under ERISA, and full reimbursement for his actual out-pocket medical costs due to unrealized active medical benefits during.

Therefore, Meadows still seeks the additional benefits to which he is entitled during the retroactive period from Dec. 27, 2007 through Dec. 12, 2011 Leaving Meadows with outstanding claims of \$54,437.77 for pre-judgment interest, and \$37,687.90 for reimbursement of his actual out-pocket medical costs he was forced to incur as a result of not receiving active medical benefits associated with the PLTD Plan. (Exhibit 23). *Status: Plan Fiduciary, has ignored this request.*

3. Meadows Claim for Non-Revenue Travel Benefits - filed Oct. 10, 2013

First, up to the date of his removal from the seniority list Meadows previously enjoyed Non-Revenue travel benefits, as originally approved by AA's Corporate Medical Director and also was granted in blanket authorization letter by MIA his Chief Pilot. Additionally, the MIA Chief Pilot allowed Meadows to retain these privileges, despite the Corporate Medical Director's subsequent, unsubstantiated and discriminatory June 2008 email recommending, to "restrict his Non-Rev travel (even though there is no strict medical reason to do so), then consider some disciplinary action...."

Second, now that Meadow is once again receiving benefits under the LTD plan there is no legitimate reason, for Meadows not to be allowed the use of his travel benefits. Moreover, Meadows treating doctor recently provided a medical evaluation to the AA, wherein she stated; "*I do not believe his condition would be adversely impacted by airline travel. There are no impairments or limitations that would prevent Mr. Meadows from airline travel, and there would not be a medical reason to restrict him from such travel.*" (Exhibit 24).

Status: Flt Admin and Corporate Medical has ignored this request.

\\

CONCLUSION - REMEDIES REQUESTED

The VP of Flight's Corporate Bio, quotes management expert Kenneth Blanchard . The pillars of Blanchard's management style are the "Five P's of Ethical Power": Purpose, Pride, Patience, Persistence, and Perspective. Mr. Blanchard asserts that these principles produce long-range benefits, and that even in the complex world of today, it still is possible to do business honestly and stay competitive.

I think it speaks volumes that Mr. Parker has chosen Captain Hale to lead the over 12,000 pilots of AA & USAir in the "New American", presumably in part based on your leadership skills, founded on the principles of ethical management of espoused by Blanchard. Interestingly, in addition to yourself, Mr. Parker only retained 3 former AA senior executives, one of whom is Will Ris, SVP Government Affairs. Recently, a Jetwire was published touting that, "*American's Will Ris to Enhance Disability Inclusion Practices*"; and he was recently selected by US Business Leadership Network (USBLN), and the American Association of People with Disabilities (AAPD) initiative to create a Disability Equality Advisory Committee, to enhance disability inclusion practices to create opportunities for disabled employees in the work place. (Exhibit 25).

If the VP of Flight truly subscribes to Mr. Blanchard's management tenets, than he should believe that American can be remain competitive, whilst treating its pilots fairly and ethically. Therefore, time is ripe for the "New American" to do the right thing, and provide our pilots the statutory and contractual career protections they deserve.

Absent resolution of this grievance Meadows will be left with no choice but to petition a Federal judge to compel American and APA to a System Board of Adjustment, which is Meadows' absolute individual statutory right under § 184 of the Railway Labor Act. Meadows believes he will fare well if this matter is arbitrated before a Sole Neutral. Especially, given Arbitrator Goldberg's recent Decision to award Meadows a full share equity distribution payout from all four silos, ruling he found that APA treated Meadows Arbitrarily, and ignored their duty to him. (Exhibit 26).

Therefore, based on tall he foregoing, Meadows respectfully requests the Executive VP of Flight intervene in this matter, set right American's wrongs, and adopt the following remedies to make Meadows whole to finally resolve this matter in an amicable manner.

Therefore, Meadows requests the following Remedies necessary make him whole, including;

REMEDIES REQUESTED

I. REINSTATEMENT TO RELATIVE POSITION TO THE PILOT SYSTEM SENIORITY LIST, based on Occ. Sen. Date 11/19/191.

II. RESTORATION OF ACTIVE DUTY MEDICAL BENEFITS, as previously awarded by the PBAC on July 31, 2013.

III. REINSTATEMENT OF FULL NON-REV TRAVEL BENEFITS, full blanket travel authorization, with Jenet access to manage listings.

IV. BACKPAY AND BENEFITS, to include ERISA prejudgment interest in the amount of \$54,437.77, and reimbursement of out of pocket medical costs in the amount of \$37,687.90

V. REASSIGNMENT, TO A REASONABLE ACCOMODATION, within the bargaining unit, preferably as an X-Type Check Airman (Simulator Only), with full pilot wages and benefits commensurate with whatever pilot position he could hold based on his current seniority, until such time that he can obtain FAA medical certification and return to a line pilot position at American

VI. GRANDFATHERED DISABILITY BENEFITS UNDER 2004 PLTD PLAN, in the event that Meadows subsequently suffers from a recurrence of his existing disability.

RELIEF OFFERED

1. Mutual global releases of all past, present, and pending contractual, statutory, judicial, or administrative claims.
2. Waiver of any monetary claims for back pay in PW status, attorney fees, or costs.
3. Execution of Non-Disclosure Statement.

Dated: this 25th day of February, 2014

Respectfully submitted,

FO Lawrence M. Meadows
Po Box 4344
Park City, UT 84060
Telephone: (516) 982-7718
Facsimile: (435) 604-7850
lawrencemeadows@yahoo.com

Grievance #13-064 Supporting Exhibit List

1. American Airlines Pilot Job Description: *Essential Job Functions*
2. American Airlines Pilot Selection Board #91-07: Meadows #2 of 34
3. AA "Pilot Disability Nurse Case Management Cost Savings" Reports
4. WME Info: Disability Claim Reviewer was Procedurally Flawed and Fraudulent
5. Statement of Dr Grant: She never signed or wrote Meadows WME Evaluation
6. SOX Whistleblower Complaint - filed sep. 12, 2011
7. U.S. Dept .of Labor ALJ Notice of Hearing & Order: Case No. 2013-SOX-16
8. Meadows Company Termination Grievance 12-011: as filed Feb. 4, 2012
9. AA W-2 Employee Wage and Tax Statement: Meadows 2012
10. "Employee" and "Pilot Employee" Under Terms of PLTD Plan
11. CBA Section 13: *Seniority*
12. CBA Section 11: *Leaves of Absence*
13. CBA Section 21: *Discipline, Grievances, Hearings, and Appeals*
14. Pilot Retirement Benefit Program: *Terminations*
15. AA Status 1 Summary Report of Meadows: Status was MDSB not a LOA
16. Supplement-F.5.(d): "5 year Rule"
17. AA 2004 PLTD Plan: I. Purpose: Complete and Official Plan Document
18. MIA Chief Pilot Letter: Congratulating Meadows on 20 years of Service
19. EEOC v. United Airlines: 7th Circuit Reverses Course Leaving United Grounded
20. Supreme Court Denies United's Petition May 30, 2013: 7thCir. Ruling Stands
21. UAL 2012 Pilot CBA: Sec.6 Removal Seniority List & Sec.12 Leaves of Absence
22. Meadows Reasonable Accommodation Request - dated Sep. 27, 2013
23. Meadows Claim for Unpaid Benefits Under PLTD Plan - filed Sep. 26, 2013
24. Meadows Claim for Non-Revenue Travel Benefits - filed Oct. 10, 2013
25. Jetwire: *American's [Senior VP] Wil Ris to Enhance Disability Inclusion Practices*
26. Arbitrator Goldenberg Decision: Awards Meadows full Equity Payout