

## **FO LAWRENCE MEADOWS PAC POSITION STATEMENT - GRIEVANCE #12-011**

Chief Roberts denial of Meadows grievance makes no sense. Meadows did not protest his removal from the seniority list under Sec 11-1, K.1, but instead grieved his improper discharge and removal from the seniority list based on American's violations of the ADA, and retaliation in violation of SOX-Whistleblower Act. Further, AA had waived any right it had under sec 11.D.

### **SUMMARY OF FACTS**

- On Dec 26, 2007 Meadows disability benefits were 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.
- As of May 17, 2009 Meadows was on combined Disability/SLOA for 5 years, but AA did not terminate him in accordance with Sec 11.D.
- On Jun 15, 2011, Meadows made a certified request for a Sec 20 Physical Exam and RTW clearance, but the Corporate Medical director ignored said request.
- On Jul 18, 2011, Meadows engaged in protected SOX-whistleblower activity, and reported AA Medical's "*Pilot Disability Nurse Case Management Cost Savings*" scheme.
- On Aug 5, 2011, American threatened to terminate Meadows unless he obtained an FAA medical certification and RTW as a pilot, or alternatively, permanently resign his pilot seniority number and take a position outside the flight department.
- Meadows made multiple requests for a reasonable accommodation within his bargaining unit, but AA refused to grant one, and refused to acknowledge he even had a disability.
- On Sep 14, 2011, Meadows was evaluated by the Mayo Clinic, who verified Meadows had a newly diagnosed disabling illness, as defined under the LTD plan.
- On 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 to apply for, and was ultimately approved for LTD benefits under the new Plan on Dec 13, 2011, based on a newly diagnosed condition.
- On 11/4/11 AA 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.
- On Feb 12, 2012, Meadows filed termination grievance #12-011.
- On Aug 1, 2013, The PBAC approved Meadows appeal for retroactive disability benefits and reinstatement of Credited Service under the new LTD plan from 3/25/08 - 12/13/11.

### **RELIEF OFFERED**

1. Mutual release of all past, present, and pending contractual, statutory, or legal claims.
2. Waiver of any monetary claims for back pay in PW status, past medical expense reimbursement, lost interest on any previously unpaid benefits, and any legal fees.

## REMEDIES SOUGHT

- I. REINSTATEMENT TO THE SENIORITY LIST
- II. REINSTATEMENT OF NON-REV TRAVEL BENEFITS
- III. REASONABLE ACCOMODATION WITHIN THE BARGAINING UNIT

## MEADOWS POSITION

### **I. Meadows is entitled to reinstatement to the AA Pilot System Seniority List;**

First, AA did not timely exercise its rights under section the CBA Sec 11.D, and is now legally barred from doing so by the doctrines of waiver, estoppel and laches.

Second, Sec 11.D has been modified by the longstanding past-practice for almost 50 years prior to bankruptcy, wherein APA and AA previously reinstated to the seniority list pilots who were on LTD in excess of five years, but subsequently became qualified for their pilot job.

Third, the 5 year maximum sick leave policy contained in Sec 11.D, is unlawful as it violates the ADA's strict prohibition against similar "No-Leave" policies. 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. More importantly, in Dec 2012, just a three months after a stunning reversal and the groundbreaking ruling in *EEOC v. United Airlines (No. 11-1774, 7th Cir. Sept. 7, 2012)* (Exhibit 1), United Airlines eliminated its 6 year maximum sick leave policy in the Pilot's 2012 CBA (Exhibit 2). Thereby, effectively reasonably accommodating UAL pilots with additional medical leave; by allowing them to remain on the seniority list, until they are medically qualified and return to work, or until they retire. There is no reason why disabled AA pilots shouldn't also similarly enjoy the same protections as required under the ADA.

### **II. Meadows is entitled reinstatement of his non-rev travel privileges;**

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 (Exhibit 3), and granted in blanket authorization letter by his Chief Pilot (Exhibit 4). Additionally, the MIA Chief Pilot allowed Meadows to retain these privileges, despite the Corporate Medical Director's subsequent, unsubstantiated and discriminatory recommendation in June 2008, to "restrict his Non-Rev travel (even though there is no strict medical reason to do so), then consider some disciplinary action..." (Exhibit 5).

Second, now that Meadows 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.*"

### **III. Meadows is entitled to a Reasonable Accommodation in his bargaining unit;**

Significantly, just two months ago on May 28th, 2013, the U.S. Supreme Court, denied United Airlines petition for review, and let stand the 7th Circuit's *En Banc* decision in *EEOC v. United (7th Cir. Sep 7, 2012)*; which held that, "The ADA does indeed mandate that an employer appoint employees with disabilities to vacant positions for which they are qualified...or another option, such as providing an accommodation which allows the employee to remain in his or her current position." Furthermore, the Obama administration, on behalf of the EEOC and in the interest of public policy, also urged the justices to let the Chicago based appellate panel's ruling stand (Exhibit 6).

Second, EEOC Enforcement Guidance Under the ADA (915:002, Para.39) defines a "Qualified individual" with a disability, as one who can perform "*essential job functions*" with or without a reasonable accommodation. Meadows meets all of AA's published Essential Job Functions of Pilot (Exhibit 7). Meadows can perform all of an AA Pilot's Essential Job Functions, but simply cannot hold an FAA 1st Class Medical certificate; which is not listed as an Essential Job Function, because it only relates to professional licensure. There are at least three jobs within the bargain unit, which an LTD pilot such as Meadows, could perform without an FAA medical certificate; to include Flt Ops Technical, Base Chief Pilot, or X-Type Check Airman (simulator only).

Third, Meadows can be easily be reasonably accommodated within the bargaining unit in the position of X-Type Check Airman (simulator only) based on both a contractual and statutory basis; 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 (Exhibit 8), 2) FAA regulation 61.23(b)(7), provides that a medical certificate is not required when serving as a Check Airman and administering a practical test or proficiency check for an airman certificate or rating, or authorization conducted in a simulator or flight training device (Exhibit 9), and 3) Under 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 Meadow to exchange his flight hours for another Check Airman's simulator hours.

## CONCLUSION

Meadows is thankful AA has finally approved his 2nd PBAC claim for retroactive disability benefits, and reinstatement of his Credited Service; and would now like to give the company the opportunity to resolve all outstanding matters amicably - once and for all. Further, Meadows desires to put this unpleasant mess behind him, and utilize his specialized skills and education to work as a productive asset for the company; until such time that he can obtain FAA medical certification to achieve his ultimate goal to return as a line pilot for American Airlines.

**Respectfully Submitted, on this 6th day of August, 2013, by FO Lawrence Meadows;**



# **EXHIBIT 1**

## Seventh Circuit Reverses Course on Reassignment Accommodation, Leaving United Airlines Grounded

In arguably its most significant decision under the **Americans with Disabilities Act (ADA)** in years, the **Seventh Circuit**, in ***EEOC v. United Airlines, Inc.***, reversed its own previous holdings regarding the viability of competitive transfer policies for disabled employees. The case can be [found here](#).

For over a decade, employers in the Seventh Circuit have been able to rely on ***EEOC v. Humiston-Keeling***, 227 F.3d 1024 (7th Cir. 2000), to adopt perfectly valid policies allowing for disabled employees who can no longer perform the essential functions of their current jobs to be considered for reassignment on a competitive basis. In other words, if a more qualified candidate sought the same position as the disabled candidate, the employer could select the best-qualified candidate without running afoul of the ADA. No longer, says the Seventh Circuit.

The circuit court held that under the **Supreme Court precedent** of ***U.S. Airways, Inc. v. Barnett***, 535 U.S. 391 (2002) (requiring an employee to show that an accommodation is reasonable on its face, which then shifts the burden to the employers to demonstrate case-specific undue hardship), **reassignment of a disabled but qualified employee to a vacant position is mandatory in the absence of an undue hardship**. Despite reaffirming its best-qualified candidate rule even after *Barnett* was decided (reasoning that that ADA does not require preferential treatment and that violating facially-neutral employment policies creates an undue hardship), the Seventh Circuit decided last week that it had been wrong all along: the "ADA does indeed mandate that an employer appoint employees with disabilities to vacant positions for which they are qualified, provided that such accommodations would be ordinarily reasonable and would not present an undue hardship to that employer."

The importance of this new automatic reassignment interpretation cannot be overstated. Indeed, questions about an employer's reassignment obligations are among the most frequently received inquiries by attorneys under the ADA. United Airlines, whose policy in question provided for *preferential* treatment of disabled employees, although not for *automatic* reassignment for those who were qualified – meaning the company actually went beyond what the Seventh Circuit required it to do before last week – must feel blindsided by the court. Indeed, this Seventh Circuit panel issued an earlier version of an opinion in this case dismissing the lawsuit under *Humiston-Keeling* before vacating that decision and issuing a new opinion.

Obviously, employers in the Seventh Circuit (and likely beyond, as the D.C. and Tenth Circuits provide for automatic reassignment, and the Eighth Circuit relied on *Humiston-Keeling* in deciding that competitive transfer policies were legal) will need to adjust their reassignment policies for disabled employees. In light of this new ruling, it is critical to consult with experienced counsel to navigate what is likely uncharted territory.

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### About the Author



**R. Holtzman Hedrick**  
Associate

# **EXHIBIT 2**

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# UNITED PILOT AGREEMENT

## TENTATIVE AGREEMENT

BETWEEN



**UNITED AIRLINES, INC.**

AND THE



**AIR LINE PILOTS**

IN THE SERVICE OF

**UNITED AIRLINES, INC.**

AS REPRESENTED BY THE

**AIR LINE PILOTS ASSOCIATION, INTERNATIONAL**

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## Section 6 - Seniority

### 6-A General

**6-A-1** A Pilot shall be placed and shall retain his relative seniority position on the United Pilot Seniority List (the "Seniority List") effective on the date of hire as a Pilot with the Company. A Pilot shall remain on the Seniority List from such date except as provided in this Agreement.

**6-A-2** Except as otherwise provided by this Agreement, seniority shall govern all pilots in the case of furlough and recall, displacement, and the filling of vacancies, provided the Pilot is sufficiently qualified for the conduct of the operation. For purposes of Section 6-A-2, "sufficiently qualified" means the Pilot's qualifications as an airline pilot, exclusive of route and Equipment qualification, except that if the Pilot has been given the opportunity to qualify and has failed, he may be denied an assignment. If a Pilot is considered by the Company not to be sufficiently qualified, the Company shall immediately furnish the Pilot with the reasons in writing.

### 6-B Seniority List

The Seniority List shall be updated as of July 1 each year, and shall contain, in the proper order, the names of all pilots then entitled to seniority. The updated Seniority List shall be posted electronically and shall be considered the official Seniority List. Each Pilot shall be allowed a maximum period of sixty (60) days after the date of posting in which to protest any alleged omission or incorrect listing affecting his seniority. A Pilot who does not submit his protest within the sixty-day time period shall subsequently be precluded from protesting the same alleged omission or incorrect listing. However, a Pilot on vacation, leave of absence or sick leave at the time of posting shall be allowed sixty (60) days after returning to duty to protest any alleged omission or incorrect listing. All seniority protests arising from revised Seniority Lists shall be handled in accordance with the procedures in Section 17, the result of which shall be final and binding.

### 6-C Period of Probation

A Pilot shall be on probation for twelve (12) Bid Periods of service as a Pilot for the Company and having performed 165 days of work for the Company. For purposes of this Section 6-C, "Work" shall include Pilot duty, reserve availability, training, instruction, special assignment and all other flight duties for which compensation is paid. Nothing in this Agreement shall be construed to prevent the Company from ending a Pilot's employment during his period of probation regardless of his position on the Seniority List.

### 6-D Removal from the Seniority List

**6-D-1** Any Pilot who resigns his employment as a Pilot, is discharged as a Pilot for just cause, is discharged during his probationary period, exceeds the ten (10) year furlough period in accordance with Section 7, is found to be unfit for duty for a continuous period of time as described in Section 12-B, has reached the FAA mandatory retirement age, or dies shall be removed from the Seniority List.



**6-D-2** Notwithstanding Section 6-D-1, any Pilot receiving an LTD benefit or any Pilot who would otherwise qualify for an LTD benefit but for the fact he is performing non-flying duties or chose not to participate in the LTD plan, shall not be subject to the time limitations in Section 12-B.

## **6-E Non-Flying, Supervisory or Management Duty or Special Assignment**

**6-E-1** A Pilot who is transferred to a non-flying, supervisory, or management position, or who is performing special assignment duties shall retain his relative position on the Pilot Seniority List.

**6-E-2** When a Pilot engaged in non-flying, supervisory or management duty or who is performing special assignment duties returns to flying duty, he shall assume his former Category or, in the event he has been awarded another Category while on such duty, he shall assume such new Category.

**6-E-3** A supervisory or management Pilot shall fly as Captain in line operations only if he holds a Captain bid, and shall fly as a First Officer in line operations only if he holds a Captain or First Officer bid.

**6-E-4** Supervisory and management pilots shall serve in line operations on any Equipment type assigned by the Company.

## Section 12 - Leaves of Absence

### 12-A Personal Leave ("PLA")

**12-A-1** When the requirements of the service permit, a Pilot may be granted a personal leave of absence up to a maximum of five (5) years for any reason deemed adequate by the Company.

**12-A-2** Longevity shall cease to accrue after the first thirty-six (36) months of continuous personal leave.

### 12-B Medical Leave ("MLA")

**12-B-1** A Pilot may remain on medical leave of absence for up to seventy-two (72) months. He shall only continue to accrue longevity for the first thirty-six (36) months of continuous medical leave of absence.

**12-B-2** A Pilot who is unable to return to Active status at the conclusion of seventy-two (72) months on medical leave of absence shall be removed from the Seniority List, except as provided in Section 6-D-2.

### 12-C Company Offered Leaves of Absence ("COLA")

**12-C-1** Nothing herein shall prevent the Company from offering COLAs to Pilots within a Category. The number, location and duration of such COLAs shall be at the Company's discretion. COLA awards and COLA extensions shall be granted in seniority order within the Category.

#### 12-C-2 Furlough Avoidance COLAs

**12-C-2-a** Furlough Avoidance COLAs offered as provided in Section 7 shall be offered and granted in system seniority order, without regard to Category.

**12-C-2-b** Furlough Avoidance COLAs may be offered before, after, or simultaneously with an offer of voluntary furlough. If offered sequentially, the Company shall offer both a COLA and a voluntary furlough, if necessary, until full subscription is reached or until there are no more Pilot volunteers, whichever occurs first. If such COLAs and voluntary furloughs are offered simultaneously, Pilots may elect either option.

### 12-D Military Leave ("MLOA")

**12-D-1** Unless required by law, a Pilot may not exceed six (6) consecutive years of military leave. This six (6) year limit shall not commence until all furloughed Pilots are offered recall.

**12-D-2** Notwithstanding Section 11-A-4, a Pilot shall accrue vacation for the first ninety (90) consecutive days of military leave. Thereafter, he shall have his vacation accrual reduced by one-twelfth (1/12) for each full Bid Period he is on a military leave of absence in excess of ninety (90) days.

#### 12-D-3 Return from Military Leave

# **EXHIBIT 3**

AMERICAN AIRLINES  
PILOT OR FLIGHT ENGINEER TYPE DISABILITY  
EMPLOYEE REQUEST FOR DISABILITY PENSION

*file 597*

Name: Lawrence M. Meadows

Employee Number: 332713

Base: MIA

Date of Disability: 5/07/2003

Describe the nature of this employee's medical condition warranting a disability pension: Depression Requiring Pharmacologic Treatment

Is this disability related to alcoholism or chemical dependency:

Yes

No

Medically qualifies for disability pension program:

Yes

No

Approved to retain all company travel benefits:

Yes

No

Not approved for any company travel benefits at this time. Pilot may request reconsideration in \_\_\_\_\_ months:

Yes

No

Additional Comments:

Verification Signature:

*Thomas Belles M.D.*  
Thomas Belles, M.D., M.P.H.  
Mgr. Occupational Health Services  
MD 4100 - HDQ

*11 June 04*  
Date

**Routing:** Flight Administration (Crewmember's Base)  
Pension Administration  
Area Medical Director

PPA Use Only:

Approved

Not Approved

# **EXHIBIT 4**

# American Airlines

July 1, 2004

Lawrence Meadows  
1900 Sunset Harbor Drive, #2112  
Miami Beach, FL 33139

Dear Lawrence:

## Travel While Absent Policy

The company has recently reiterated its' policy concerning employee travel while absent. We know you would much prefer flying airplanes to your current status, and we're hopeful you will be able to return to active flying status soon. In the meantime, we want to ensure that all of our pilots who wish to travel while on medical disability have prior written approval for non-revenue travel while absent from work.

This letter is your written authorization to travel while on medical disability until your status changes, or you return to flying status with the airline and complies with the documentation requirements of traveling while absent in the Trip Book.

Please do not hesitate to contact the MIA Flight Office, 305-526-1200, should you have any questions or if you need assistance.

Sincerely,



CA Mark Rubin  
Director of Flight  
MIAMI



David Gilbert  
Manager  
Flight Administration

cc: Personnel File  
MDSB File

# **EXHIBIT 5**

**Thomas Bettles, M.D. - January 20, 2011**

126

1 just that last part.  
 2 (Requested portion was read back.)  
 3 Q. (By Ms. Feit) It looks like in that e-mail --  
 4 I don't know the content of it because it's blocked  
 5 out, but it looks like she's letting -- Deborah  
 6 Jameson is communicating to Jeanne Spoon that they've  
 7 received two more pilot LTD appeals.  
 8 Do you know why Jeanne Spoon -- she would  
 9 be communicating that to your office?  
 10 A. No. Other than there was some communi --  
 11 there was ongoing communication whenever there's the  
 12 request for medical records. I don't know -- I don't  
 13 know specifically what this referred to.  
 14 Q. Okay. Okay. Let's start with this.  
 15 MS. FEIT: I guess this is Exhibit 12.  
 16 (Deposition Exhibit No. 12 was marked.)  
 17 Q. (By Ms. Feit) I'm going to ask you to read  
 18 this just because I -- I really -- I'm going to ask  
 19 you to shed light on these e-mails between you and a  
 20 few people. So you can see -- when you look at the  
 21 e-mail, there's several. But they're -- but you're  
 22 involved in the communications, and I'd like you to  
 23 just review, I guess, from, you know, bottom to top so  
 24 you have an idea of the chronology. And then you can  
 25 explain -- and then I can ask you some questions

127

1 because I think the best thing is if you just read --  
 2 read it to yourself, first.  
 3 I guess if you want to start on the  
 4 second page because I think that was the first e-mail,  
 5 and then it goes from there. That was Thursday, June  
 6 19th, and then -- at 7:37 a.m., and then it goes later  
 7 and later.  
 8 A. Okay. I'm familiar with these.  
 9 Q. Okay. Can I ask you, first -- and I'll get  
 10 more specific, but can I ask you just, in general,  
 11 what these -- what these e-mails are about? They're  
 12 kind of cryptic to me.  
 13 A. Yeah. It's --  
 14 Q. What issues they're discussing --  
 15 MS. MORA: Objection to form.  
 16 Q. (By Ms. Feit) What are the issues that are  
 17 being discussed in these e-mails with regard to  
 18 employee status?  
 19 A. Sick leave approval.  
 20 Q. Okay. What is your -- your office's  
 21 involvement in sick leave approval?  
 22 A. Well, as Medical Director, I commonly  
 23 consult -- I actually spend a large amount of my time  
 24 with employee sick leave issues, and it's not pilots.  
 25 It's rev agents, flight attendants, ground service

128

1 people, management.  
 2 If there -- usually if there's any  
 3 question about use of sick leave, people approach me  
 4 with those questions, whether for a good reason or  
 5 not. I'm -- you know, if it involves a sick issue,  
 6 they assume medical has a polley that will help decide  
 7 their issue.  
 8 So I'm commonly fielded of questions from  
 9 supervisors and from employee -- human resources about  
 10 approval or denial of sick leave issues. That's in  
 11 general what -- my involvement in issues such as  
 12 this.  
 13 Q. Well, what is typically -- what typically  
 14 happens to somebody who's been -- what kind of status  
 15 is one typically put on when they are -- when their  
 16 disability benefits are terminated but they do not  
 17 return to work?  
 18 A. I -- it -- I assume it varies. I really  
 19 don't know. I'm not the one who makes that  
 20 determination.  
 21 Q. Okay. Can you look at that Thursday, June  
 22 19th, 2008, 7:37 e-mail? I'm going to read part of it  
 23 to you and see if we can shed light on the meaning  
 24 of -- of these few sentences. I'm going start -- out,  
 25 two, three, four, five -- six lines down.

129

1 "In Meadows' case, he probably does not  
 2 have a current FAA medical certificate, and it would  
 3 probably take some months before he could obtain one  
 4 even if he were so motivated. Probably the best  
 5 suggestion would be to put him on unpaid sick for a  
 6 few months (3 - 6) restrict his non-Rev travel  
 7 (although there is no strict medical reason for doing  
 8 so) and then consider some disciplinary action if he  
 9 has not made progress to that end."  
 10 Can you explain what you mean by he does  
 11 probably -- it probably would take some months for him  
 12 to obtain an FAA certificate if he were so motivated  
 13 and why you would be consulted about -- well, I'm  
 14 sorry. That's too compound.  
 15 Let's start off with why you would be  
 16 consulted about this particular issue.  
 17 A. It's as I just stated, because of my position  
 18 as Medical Director, any question concerning sick  
 19 leave usually came to me first, and they're -- they're  
 20 essentially asking my opinion on different matters.  
 21 Q. Why was there a question as to what type of  
 22 leave Mr. Meadows would be placed on?  
 23 A. I have no idea why. I don't know. I  
 24 didn't -- I didn't generate the question. I will say  
 25 a lot of times I get questions that are -- don't seem

6ms after  
 termination of  
 disability benefit  
 the people after  
 I filed my appeal



# **EXHIBIT 6**



U.S. Equal Employment  
Opportunity Commission

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## U.S. Supreme Court Denies United Airlines Petition

Seventh Circuit Decision that Employees  
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#### Performance Food Group Litigation

The EEOC has sued Performance Food Group (PTG) and its subsidiaries, claiming that they have failed to hire women for operative positions (such as selector, receiving clerk, driver, yard jockey, driver trainee, forklift operator, and transportation supervisor) at their Broadline distribution facilities. If you applied for an operative job at a PFG Broadline distribution facility since at least January 1, 2004 and think you may not have been hired because you are a woman, or you have any information, please contact the EEOC.

#### USPS Settlement

An EEOC Administrative Judge has approved a settlement in the *Walker v. USPS Class Complaint* in which the complaint alleged discrimination based on disability against a class of employees in permanent rehabilitation positions, on a nation-wide basis. Class members include individuals with disabilities in permanent rehabilitation positions who allegedly had their duty hours restricted between March 24, 2000 and December 31, 2012. Class members should expect to receive written notice concerning the claim procedure within the next month. If you have questions contact the EEOC at 1-800-669-4000 1-800-669-6820 (TTY) or [info@eeoc.gov](mailto:info@eeoc.gov).

#### Mavis Discount Tire Litigation

The EEOC has sued Mavis Discount Tire, claiming that Mavis did not hire women as Managers, Assistant Managers, Mechanics, Tire Installers, and similar jobs because of their sex.

If you applied for a job at any Mavis Discount Tire or Cole Muffler location and think you may not have been hired because you are a woman, or you have any information, please contact the EEOC.

#### Texas Roadhouse Litigation

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U.S. Equal Employment Opportunity Commission

**PRESS RELEASE**

5-30-13

## U.S. Supreme Court Denies United Airlines Petition

### ***Seventh Circuit Decision that Employees With Disabilities Need Not Compete For Reassignment Stands***

WASHINGTON - In a closely watched case, the U.S. Supreme Court issued a written order denying air transportation giant United Airlines's petition for high court review of a disability discrimination lawsuit brought by the U.S. Equal Employment Opportunity Commission (EEOC). This means the Seventh Circuit Court of Appeal's Sept. 7, 2012 decision will stand, holding that "reasonable accommodation" under the Americans with Disabilities Act (ADA) may require employers to provide employees with disabilities with "reassignment to a vacant position" when the employee cannot be accommodated in his or her current position. (*EEOC v. United Airlines*, 1:10-CV-01699, U.S. Dist. Court, No. Dist. of Illinois; *EEOC v. United Airlines*, No. 11-1774, 7th Cir.)

The EEOC's lawsuit charged that United violated the ADA by requiring workers with disabilities to compete for vacant positions for which they were qualified and which they needed in order to continue working. The company's practice frequently prevented employees with disabilities from continuing their employment with the company. The Seventh Circuit reversed the dismissal of the EEOC's disability discrimination lawsuit and found that "the ADA does indeed mandate that an employer appoint employees with disabilities to vacant positions for which they are qualified, provided that such accommodations would be ordinarily reasonable and would not present an undue hardship to the employer."

"The Seventh Circuit's affirmation of our interpretation of the ADA is a tremendous victory for individuals protected by the Americans with Disabilities Act, and we are pleased that the Supreme Court refused to review the decision," said EEOC General Counsel P. David Lopez. "This helps strengthen the EEOC's ability to fully enforce the law in both our individual and systemic cases."

The EEOC filed the original lawsuit on June 3, 2009 in the Northern District of California based on its investigation of a number of discrimination charges filed by United employees located in San Francisco and Chicago. United successfully moved for a change of venue to the Northern District of Illinois, where an earlier Seventh Circuit case, *EEOC v. Humiston Keeling*, 227 F.3d 1024 (7th Cir. 2000), had already held that a competitive transfer policy did not violate the ADA. In February 2011, the lower court, bound by this precedent, dismissed the EEOC's case against United. However, in an en banc review, the Seventh Circuit agreed with the EEOC that *Humiston Keeling* "did not survive" an intervening Supreme Court decision, *U.S. Airways v. Barnett*, 535 U.S. 391 (2002).

EEOC San Francisco Regional Attorney William R. Tamayo said, "Many times reassignment is the reasonable accommodation of last resort and considered only when the employee cannot be accommodated in the current position. With the Supreme Court's denial of United Airlines' petition, we can now go back to court to try to prove that United's qualified disabled employees should be provided reassignment."

According to the company web site, United Airlines has almost 50,000 employees in every U.S. state and in many countries around the world. The air carrier operates air travel hubs in Los Angeles, San Francisco, Denver, Chicago and Washington, D.C. United is one of the largest international carriers based in the United States.

The EEOC enforces federal laws prohibiting employment discrimination. Further information about the EEOC is available on its web site at [www.eeoc.gov](http://www.eeoc.gov).

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## United Airlines Rejected by Top Court on Disabilities Law

By Greg Stoltz - May 28, 2013 7:32 AM MT

6 COMMENTS

0 QUOTE

The U.S. Supreme Court turned away an appeal by United Airlines that sought to limit a federal law that requires employers to accommodate disabled workers.

The justices today left intact a federal appeals court's conclusion that an employer generally must offer a vacant position to a newly disabled worker even when a more-qualified applicant wants the job.

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United, backed by business groups, said the appeals court ruling will turn the 1990 Americans with Disabilities Act, or ADA, into an affirmative action statute by giving those it covers an edge over other job seekers. United, the world's largest airline, is owned by Chicago-based [United Continental Holdings Inc. \(UAL\)](#)

The lower court's reasoning "disregards the unassailable prerogative of employers to select only the best qualified candidates for job vacancies," business groups including the Washington-based U.S. Chamber of Commerce argued in court papers.

The ADA covers more than 50 million people and entitles disabled workers to "reasonable accommodations" for their physical or mental impairments.

United is fighting a 2009 lawsuit brought by the federal Equal Employment Opportunity Commission. The agency contends the airline violates the ADA with its procedures for accommodating disabled employees. The high court rebuff means the suit can move ahead.

### Rejection Urged

The Obama administration, on behalf of the EEOC, urged the justices to let the Chicago-based appellate panel's ruling stand.

"The court of appeals' approach is true to the statutory text and properly balances the remedial goals of the ADA with the legitimate interests of employers," the administration argued.

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The high court said in a 2002 decision that disabled employees generally don't have the right to bypass a company's seniority system. United contended that ruling supports its position in the latest case.

"This court's analysis does not suggest, much less dictate, that an accommodation is 'reasonable' where it requires a more-qualified individual to be denied a position," United argued.

The case is [United Airlines v. Equal Employment Opportunity Commission](#), 12-707.

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**Pete J Morris** 20 hours ago

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**Steve Matsukawa** 1 day ago

Employers now have to listen to reason on why certain people with disabilities can still work. Employers are not gods, nor do they have god like powers, they must adhere to the laws passed by our legislators.

To not do so means that employers are above the law, which employers believe with all of their cold hearts.

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# EXHIBIT 7

**AMERICAN AIRLINES JOB DESCRIPTION  
AND ESSENTIAL FUNCTIONS**

Revision: 03/01/10

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**Position:** Pilot \*

This description has been designed to indicate the general nature and level of work performed by employees within this job classification. It is not designed to contain or be interpreted as a comprehensive inventory of all duties, responsibilities, and qualifications which may be required of employees assigned to this job classification.

**Job Description**

Reports for duty before assigned flight. Access computer terminals for sign-in and acquisition of flight plans, weather information and other associated documents. Analyzes in concert with Flight Dispatch, the plan of intended routing and fuel loading taking into account weather and other conditions.

Conducts detailed examination of exterior and interior of aircraft, operating and testing various systems and components. Reviews any discrepancies and determine whether aircraft is acceptable for safe flight operation.

Completes pre-flight checklists (manually & visually), contacts FAA by radio to acquire clearances and brief flight attendants.

Supervises push-back activities and taxi aircraft to runway. Communicates with appropriate FAA facilities and complete additional system tests and checklists as required.

During flight, performs checklist, visually monitors aircraft systems, communicates with FAA facilities, navigates and monitors air traffic. Simultaneously, monitor enroute weather, and alter routing as necessary while continually analyzing fuel consumption. In the event of abnormal or emergency situations, take immediate required action and determine if immediate landing is necessary.

Plans and executes approach and landings, often at night and in inclement weather. In the event of inclement weather, use instrument flight rules to land or divert to an alternate airport and plan fuel usage accordingly.

Taxis aircraft to gate, shut down engines and prepare for the next flight segment.

Must be able to work varying hours of the day or night, on weekdays, and holidays. Frequently on duty for as long as twelve to fourteen hours and will span many time zones and extreme weather differences in the course of a trip. Frequently be away from home for three, or more days and nights, staying in out-of-town hotels.

## Pilot (continued)

### Job Requirements

Requires good communication skills, adaptable personality, quick and accurate decision making and close attention to detail.

Must fulfill FAA criminal background checks to qualify for unescorted access privileges to airport security identification display areas (SIDA).

Must be able to secure appropriate airport authority and/or US Customs security badges.

Age:	At least 21.
Height:	Height required to fully operate and actuate all controls and other equipment at each crewmember position of all aircraft operated by American Airlines.
Visual Acuity:	Corrected to 20/20.
Weight:	In proportion to height.
Education:	College degree or equivalent is preferred.
Citizenship:	U. S. citizen or appropriate documents; however, the applicant must be able to read, write, fluently speak and understand the English language. Valid passport required.
Certificates, ratings, and permits:	<ul style="list-style-type: none"><li>• FAA Commercial License (with instrument rating) or Air Transport Rating, multi-engine, with an instrument rating, no limitations.</li><li>• Flight Engineer Certificate or Flight Engineer Basic &amp; Turbojet or FEX written examinations passed within the last 24 months.</li><li>• Valid FCC Restricted Radio Telephone Operator permit.</li><li>• Valid First Class Medical Certificate (explain restrictions).</li></ul>
Flight Time:	Commensurate with other qualifications.



## Essential Job Functions

- Stand, sit, stoop, crawl, walk and sometimes run.
- Understand basic concepts of math, physics, navigation, airplane systems and aeronautics.
- Discern and interpret cockpit instruments (Analog and Digital) and appropriate color coding.
- Reach and manipulate various controls such as control column, control wheels, rudder pedals, valves, push buttons, switches and keyboards.
- Perceptually determine the correct placement of switches, valves, handles, and any other controls.
- Ability to hear instructions and clearances in a cockpit environment.
- Ability to hear crew responses in a cockpit environment.
- Reach, push, or pull objects located in cramped quarters or accesses.
- Communicate orally within a cockpit environment to clearly convey procedures, conversation, and radio transmissions.
- Observe and understand cockpit audio communications with and without a headset or from a cockpit speaker.
- Capability of decision-making under stress.
- Memorization of various pieces of technical data and specified procedures.
- Conduct operations in a dimly lit cockpit environment for night operation.
- Ability to read publications and documents, often in a dimly lighted cockpit.
- Ability to see other airplanes.
- Ability to work in close quarters.
- Ability to work at heights.
- Ability to detect burning substances, kerosene, gasoline, and hydraulic odors as well as peculiar odors not normally found in the airplane cockpit through use of the senses.
- Ability to read computer screens and microfiche files.
- Ability to override jammed or manually operative flight controls in emergency situations.
- Lifting or moving of heavy objects such as life rafts or other emergency equipment.
- Ability to operate and reset emergency exit handles.
- Ability to open and close airplane doors and hatches.
- Ability to evacuate the airplane in an emergency from available exits.
- to understand and accomplish dynamic tasks.
- Methodical, analytical and systematic thought processes.
- Ability to work cooperatively with crewmembers, peers, supervisors and passengers of diverse nature who may hold divergent views.
- Provide instructions in a clear, concise and grammatically correct form
- Carry a kitbag, weighing approximately forty pounds and suitcase while climbing a widebody jetbridge stairway, stow kitbag in belly on certain aircraft types.
- Climb or descend steep or narrow passageways.
- The ability to adapt to diversified flight schedules, situations, or scenarios.
- Persuasiveness in constructively encouraging peak performance and in providing optimal solutions required in normal and emergency operations.
- Ability to open window and evacuate cockpit via a rope in an emergency.
- Ability to complete training in ditching and emergency procedures.
- Report to work on a regular and timely basis.

**Pilot (continued)**

**Statement of Understanding**

I have read and understand the position description and essential functions provided to me for the above position. By my signature, I confirm that I:

(Please check one of the following)

- Can perform all of the essential functions of the position.
- Cannot perform all of the essential functions of the position.

I also understand this is not a job offer nor is it intended to be any guarantee of future employment opportunities.

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Representative Signature

\_\_\_\_\_  
Date

\*This job is subject to Department of Transportation (DOT) drug and alcohol testing. Your previous employers will be contacted to verify if you had any DOT drug violations and/or refusals to test for drugs or alcohol in the previous two year period. Your DOT required urine specimen will be tested for the following substances: Cocaine, Marijuana, PCP, Amphetamines and Opiates.

# EXHIBIT 8

## SECTION 12

### SUPERVISORY PILOTS, CHECK AIRMEN & FLIGHT TEST

#### A. Supervisory or Other Duty

1. Retention of Seniority

A pilot transferred to supervisory or other duty with the Company shall retain and continue to accrue seniority, provided that such pilot maintains at all times his required certificate or ratings. If such pilot shall permit his required certificate or ratings to lapse, he shall retain his seniority accrued at the time of such lapse and shall have a period not to exceed one (1) year in which to regain such required certificate and ratings. If he does so regain such required certificate and ratings within one (1) year, his seniority shall recommence to accrue from the date such certificates and ratings are so re-gained.

2. Retention of Seniority - Sickness, Injury

When a pilot is transferred to supervisory or other duty with the Company, because of sickness or injury, or becomes sick or injured while on such supervisory or other duty with the Company, he shall retain and continue to accrue seniority during such period of sickness or injury not to exceed three (3) years, irrespective of whether or not he is able to maintain his required certificate or ratings, provided, any extension beyond three (3) years shall be by mutual consent of the Company and the Association and shall not exceed the total of an additional two (2) years.

3. Loss of Bid Status

Pilots in supervisory duty for more than six (6) consecutive months shall lose their bid status at the beginning of the seventh (7th) contractual month of such duty.

4. Return to Active Flying Duty

a. Pilots in supervisory duty who have lost their bid status may return temporarily to line flying for up to four (4) months per year. Such pilots may fly in the bid status they last held, or a bid status for which they are currently qualified, provided their seniority will entitle them to such bid status. No pilot in such bid status will be displaced solely as a result of such temporary return to line flying.

b. Pilots engaged in supervisory duty who have lost their bid status and who return permanently to active flying duty shall assume a bid status to which they are entitled by seniority.

5. Length of Service

Length of service for pay purposes shall accrue during assignments to supervisory or other duty.

6. Physical Fitness Disputes

Any disputes arising under this Section concerning the physical fitness of such pilot shall be settled in accordance with [Section 20](#) of this Agreement.

7. Furlough While on Supervisory or Other Duty

A pilot transferred to supervisory or other duty with the Company whose seniority is such that he would have been furloughed had he not been transferred shall be promptly notified that his rights under the Agreement have been changed to those of a furloughed pilot. If there is a subsequent expansion in service, such pilot, if his seniority warrants, shall be removed from furlough status and his former rights restored, and he shall be so notified.

#### B. Check Airmen

1. Definitions:

a. Active Check Airman: An Active Check Airman is defined as a pilot who is on Check Airman salary for the month.

b. Actual – A Check Airman's actual time consists of:  
(1) Actual flight hours (block to block).

STATUS TYPES	
L Type	X Type
Base Category Equipment	Category Equipment

- (2) The following procedures shall apply to the displacement of Captain Check Airmen:
- Check Airmen in each status will be ranked by Check Airman longevity in category.
  - Prior to resolving a surplus in a given status, the Company may move Check Airmen from one status to another (e.g., from base to base, from equipment to equipment, from L-Type to X-Type and X-Type to L Type).
  - If a surplus still exists, the Company will proffer any existing vacancy(s) to Check Airmen within the status where a surplus exists.
  - If there are no proffers for the vacancy(s), the Company will proffer a return to the line within the status where a surplus exists.
  - If there are no proffers for return to the line, the Company will, within the status where a surplus exists, return the surplus Check Airmen to the line in reverse order of Check Airman longevity in category.
- (3) Check Airmen returning to the line will not have reinstatement rights to a Check Airman position.

b. Lock-ins

- A Check Airman who is displaced and not proffered another Check Airman position will not incur a lock-in upon returning to the line.
- A Check Airman who returns to a line pilot bid status because of a proffer, resignation or termination as a Check Airman will incur no lock-in unless such Check Airman receives a long training course or displaces a line pilot. In such case a lock-in twenty-four (24) months will be incurred.

9. Proficiency Flying and Line Rotations

- X-Type Check Airmen shall fly a minimum of 73 credited hours of proficiency flying each year, except for the first 12 months following the actual introduction of a line pilot bid status on new equipment. Any line flying done prior to becoming a Check Airman shall count towards the 73 hour requirement for the calendar year in which the line flying was performed.
- All hours of flying in the performance of duties as a regular line pilot will be counted toward the 73 hour proficiency flying requirement, regardless of whether such flying is performed on a line rotation, on a scheduled work day, or "W" day, or on a day off. All such flying must be coordinated with the Company.
- A Check Airman will not be required, but may volunteer, to do proficiency flying on a displacement basis on days off other than DFP's for no additional pay or days worked credit.

d. Line Rotations

- (1) X-Type Check Airmen shall fly a minimum of 73 credited hours for proficiency in one line rotation month per calendar year, or via fly W days, at pilot option.
  - Check Airman must designate selection of line rotation or fly W days option annually and no later than October 31st of the previous year.
    - Check Airman hired after October 31st in the previous year will be provided proficiency flying or line rotation, at Company option.
  - Sequences contained within a CKA's line rotation month must begin and end within the contractual month.
  - It is the Check Airman's responsibility to track and accomplish the hours.

- (d) If the minimum number of hours is not accomplished by years end, Check Airmen may, at Company option, be returned to the line.
  - (e) The Company is not required to notify APA of Check Airmen annual proficiency flying hours.
- (2) X-Type Check Airmen who select the fly W option shall proficiency fly as follows:
- (a) Check Airman may request up to four (4) specific consecutive work days per month as fly W days, until the annual hours is reached. The Company will allocate as available.
  - (b) At Company option, the Company may schedule fly W days with a sequence(s) from open time or posted for drop.
- (3) An X-Type Check Airman who selects the line rotation option shall line rotate at any base the Check Airman chooses, and without bidding restrictions.
- (4) A Check Airman on a line rotation month shall be paid the greater of such pilot's pay projection (PPROJ) or 88:11 hours.
- (5) The line rotation or fly W requirement does not apply to an L-Type Check Airman.
- (6) If a Check Airman's line rotation month coincides with a scheduled eighteen (18) day month in the Check Airman's fleet type, the Check Airman will be paid the greater of PPROJ or 93:22 hours, provided the Check Airman is a lineholder and works eighteen (18) calendar days in that month. A Check Airman on a line rotation month who works less than eighteen (18) calendar days shall be paid the greater of such pilot's pay projection (PPROJ) or 88:11 hours.
- (a) A Check Airman on a line rotation may use make up, TTS, Voluntary Duty on DFP/DOs and is subject to reassignment.
    - (i) If a Check Airman's hourly projections are reduced voluntarily by the Check Airman (e.g., using TTS to drop a trip), the Check Airman's PPROJ and the hourly equivalent of the Check Airman's monthly salary (88:11 hours, 93:22 during a flex month) will be reduced by the scheduled time of the reduction.
    - (ii) Following a reduction of a Check Airman's PPROJ and monthly salary as provided in (a) above, any time which subsequently increases the Check Airman's PROJ will be added to the Check Airman's monthly salary up to a maximum of 88:11 hours (93:22 during a flex month), and to the Check Airman's PPROJ.

#### 10. Long Term Sick and Disability

A Check Airman who is placed on long term sick leave or disabled status will be given the choice of remaining as a Check Airman or returning to a line pilot bid status which the Check Airman can hold. The Company will address special situations on an ad hoc basis.

#### 11. Grievances

Any Check Airman having a grievance concerning any action of the Company shall be entitled to the same right of investigation, hearing, and appeal as specified in the Basic Agreement, the only exception is that the initial hearing will be conducted by the appropriate Fleet Manager.

#### 12. Reporting Requirements

The Company will provide APA with the Monthly Check Airman Report.

### C. Flight Test

1. Maintenance and Engineering may elect to have dedicated Flight Test Captains and First Officers to support ongoing maintenance programs. In such case, the Flight Test pilots shall be domiciled in the contiguous 48 United States at a location(s) designated by the Company. In the event the Company decides to establish a domicile outside of the contiguous 48 United

# **EXHIBIT 9**

**ELECTRONIC CODE OF FEDERAL REGULATIONS****e-CFR Data is current as of April 25, 2013**

Title 14: Aeronautics and Space

**PART 61—CERTIFICATION: PILOTS, FLIGHT INSTRUCTORS, AND GROUND INSTRUCTORS****Contents**

Special Federal Aviation Regulation No. 73—Robinson R-22/R-44 Special Training and Experience Requirements

Special Federal Aviation Regulation No. 100-2—Relief for U.S. Military and Civilian Personnel Who are Assigned Outside the United States in Support of U.S. Armed Forces Operations

Special Federal Aviation Regulation No. 108

**Subpart A—General**

§ 61.1 Applicability and definitions.

§ 61.2 **Exercise of Privilege.**

§ 61.3 Requirement for certificates, ratings, and authorizations.

§ 61.4 Qualification and approval of flight simulators and flight training devices.

§ 61.5 Certificates and ratings issued under this part.

§ 61.7 Obsolete certificates and ratings.

§ 61.9 [Reserved]

§ 61.11 Expired pilot certificates and re-issuance.

§ 61.13 Issuance of airman certificates, ratings, and authorizations.

§ 61.14 [Reserved]

§ 61.15 Offenses involving alcohol or drugs.

§ 61.16 Refusal to submit to an alcohol test or to furnish test results.

§ 61.17 Temporary certificate.

§ 61.18 Security disqualification.

§ 61.19 Duration of pilot and instructor certificates.

§ 61.21 Duration of a Category II and a Category III pilot authorization (for other than part 121 and part 135 use).

§ 61.23 **Medical certificates: Requirement and duration.**

§ 61.25 Change of name.

§ 61.27 Voluntary surrender or exchange of certificate.

§ 61.29 Replacement of a lost or destroyed airman or medical certificate or knowledge test report.

§ 61.31 Type rating requirements, additional training, and authorization requirements.

§ 61.33 Tests: General procedure.

§ 61.35 Knowledge test: Prerequisites and passing grades.

§ 61.37 Knowledge tests: Cheating or other unauthorized conduct.

§ 61.39 Prerequisites for practical tests.

§ 61.41 Flight training received from flight instructors not certificated by the FAA.

§ 61.43 Practical tests: General procedures.

§ 61.45 Practical tests: Required aircraft and equipment.

§ 61.47 Status of an examiner who is authorized by the Administrator to conduct practical tests.

§ 61.49 Retesting after failure.



(1) For student pilots who have not reached their 40th birthday, the student pilot certificate does not expire until 60 calendar months after the month of the date of examination shown on the medical certificate.

(2) For student pilots who have reached their 40th birthday, the student pilot certificate does not expire until 24 calendar months after the month of the date of examination shown on the medical certificate.

(3) For student pilots seeking a glider rating, balloon rating, or a sport pilot certificate, the student pilot certificate does not expire until 60 calendar months after the month of the date issued, regardless of the person's age.

(c) *Other pilot certificates.* A pilot certificate (other than a student pilot certificate) issued under this part is issued without a specific expiration date. The holder of a pilot certificate issued on the basis of a foreign pilot license may exercise the privileges of that certificate only while that person's foreign pilot license is effective.

(d) *Flight instructor certificate.* Except as specified in § 61.197(b), a flight instructor certificate expires 24 calendar months from the month in which it was issued, renewed, or reinstated, as appropriate.

(e) *Ground instructor certificate.* A ground instructor certificate is issued without a specific expiration date.

(f) *Return of certificates.* The holder of any airman certificate that is issued under this part, and that has been suspended or revoked, must return that certificate to the FAA when requested to do so by the Administrator.

(g) *Duration of pilot certificates.* Except for a temporary certificate issued under § 61.17 or a student pilot certificate issued under paragraph (b) of this section, the holder of a paper pilot certificate issued under this part may not exercise the privileges of that certificate after March 31, 2010.

[Doc. No. 25910, 62 FR 16298, Apr. 4, 1997, as amended by Amdt. 61-118, 73 FR 10668, Feb. 28, 2008; Amdt. 61-124, 74 FR 42547, Aug. 21, 2009; Amdt. 61-124A, 74 FR 53644, Oct. 20, 2009]

#### **§ 61.21 Duration of a Category II and a Category III pilot authorization (for other than part 133 and part 135 use).**

(a) A Category II pilot authorization or a Category III pilot authorization expires at the end of the sixth calendar month after the month in which it was issued or renewed.

(b) Upon passing a practical test for a Category II or Category III pilot authorization, the authorization may be renewed for each type of aircraft for which the authorization is held.

(c) A Category II or Category III pilot authorization for a specific type aircraft for which an authorization is held will not be renewed beyond 12 calendar months from the month the practical test was accomplished in that type aircraft.

(d) If the holder of a Category II or Category III pilot authorization passes the practical test for a renewal in the month before the authorization expires, the holder is considered to have passed it during the month the authorization expired.

#### **§ 61.23 Medical certificates: Requirement and duration.**

(a) *Operations requiring a medical certificate.* Except as provided in paragraphs (b) and (c) of this section, a person—

(1) Must hold a first-class medical certificate:

(i) When exercising the privileges of an airline transport pilot certificate; or

(ii) If that person has reached his or her 60th birthday and serves as a pilot in 14 CFR part 121 operations. Notwithstanding the provisions of § 61.23(d)(1)(iii), that person's first-class medical certificate expires, for 14 CFR part 121 operations, at the end of the last day of the 6th month after month of the date of examination shown on the medical certificate.

(2) Must hold at least a second-class medical certificate when exercising the privileges of a commercial pilot certificate; or

(3) Must hold at least a third-class medical certificate—

(i) When exercising the privileges of a private pilot certificate;

(ii) When exercising the privileges of a recreational pilot certificate;

(iii) When exercising the privileges of a student pilot certificate;

(iv) When exercising the privileges of a flight instructor certificate and acting as the pilot in command;

(v) When exercising the privileges of a flight instructor certificate and serving as a required pilot flight crewmember;

(vi) When taking a practical test in an aircraft for a recreational pilot, private pilot, commercial pilot or airline transport pilot certificate, or for a flight instructor certificate; or

(vii) When performing the duties as an Examiner in an aircraft when administering a practical test or proficiency check for an airman certificate, rating, or authorization.

**(b) Operations not requiring a medical certificate. A person is not required to hold a medical certificate—**

(1) When exercising the privileges of a student pilot certificate while seeking—

(i) A sport pilot certificate with glider or balloon privileges; or

(ii) A pilot certificate with a glider category rating or balloon class rating;

(2) When exercising the privileges of a sport pilot certificate with privileges in a glider or balloon

(3) When exercising the privileges of a pilot certificate with a glider category rating or balloon class rating in a glider or a balloon, as appropriate;

(4) When exercising the privileges of a flight instructor certificate with—

(i) A sport pilot rating in a glider or balloon; or

(ii) A glider category rating;

(5) When exercising the privileges of a flight instructor certificate if the person is not acting as pilot in command or serving as a required pilot flight crewmember;

**(6) When exercising the privileges of a ground instructor certificate;**

(7) 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;

(8) When taking a practical test or a proficiency check for a certificate, rating, authorization or operating privilege conducted in a glider, balloon, flight simulator, or flight training device; or

(9) When a military pilot of the U.S. Armed Forces can show evidence of an up-to-date medical examination authorizing pilot flight status issued by the U.S. Armed Forces and—

(i) The flight does not require higher than a third-class medical certificate; and

(ii) The flight conducted is a domestic flight operation within U.S. airspace.

(c) *Operations requiring either a medical certificate or U.S. driver's license.* (1) A person must hold and possess either a medical certificate issued under part 67 of this chapter or a U.S. driver's license when—

(i) Exercising the privileges of a student pilot certificate while seeking sport pilot privileges in a light-sport aircraft other than a glider or balloon;

(ii) Exercising the privileges of a sport pilot certificate in a light-sport aircraft other than a glider or balloon;

(iii) Exercising the privileges of a flight instructor certificate with a sport pilot rating while acting pilot in command or serving as a required flight crewmember of a light-sport aircraft other than a glider or balloon; or

(iv) Serving as an Examiner and administering a practical test for the issuance of a sport pilot certificate in a light-sport aircraft other than a glider or balloon.

(2) A person using a U.S. driver's license to meet the requirements of this paragraph must—

(i) Comply with each restriction and limitation imposed by that person's U.S. driver's license and any judicial or administrative order applying to the operation of a motor vehicle;

(ii) Have been found eligible for the issuance of at least a third-class airman medical certificate at the time of his or her most recent application (if the person has applied for a medical certificate);

(iii) Not have had his or her most recently issued medical certificate (if the person has held a medical certificate) suspended or revoked or most recent Authorization for a Special Issuance of a Medical Certificate withdrawn; and

(iv) Not know or have reason to know of any medical condition that would make that person unable to operate a light-sport aircraft in a safe manner.

(d) *Duration of a medical certificate.* Use the following table to determine duration for each class of medical certificate:

If you hold	And on the date of examination for your most recent medical	And you are conducting an operation requiring	Then your medical certificate expires for that operation at the end of the last day of the
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