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December 21, 2016

**Via Certified Mail Return Receipt Requested and E-mail**

**Accuseds:**

CA Mark Stephens, AAPSIC Chairman  
FO David Durham, AAPSIC Member  
CA Bruce Case, AAPSIC Member  
CA Budd Beaman, AAPSIC Member  
CA Steve Iverson, AAPSIC Member  
FO Timothy Daudelin, AAPSIC Member  
CA Mark O'Grady, AAPSIC Member  
FO Thomas Duncan, AAPSIC Member  
CA Andrew Engelke, AAPSIC Member

c/o CA Pam Torell, APA Secretary - Treasurer  
Allied Pilots Association  
O'Connell Building - Suite 500  
14600 Trinity Blvd.  
Fort Worth, TX 76155-2512

**RE: Demand to File Article VII Charges Against All AAPSIC Members Individually**

Dear CA Torell,

I write to you in your official capacity as APA Secretary Treasurer, and as a member in good standing. In accordance with APA Constitution and Bylaws ("C&B") Article VII, I hereby timely prefer charges against all members of the American Airlines Pilots Seniority Integration Committee ("AAPSIC") in their individual capacity, specifically I am charging CA Mark Stephens, FO David Durham, CA Bruce Case, CA Budd Beaman, CA Steve Iverson, FO Timothy Daudelin, CA Mark O'Grady, FO Thomas Duncan, and CA Andrew Engelke, for their unlawful acts committed during the Seniority List Integration ("SLI") proceedings and implementation of the Integrated Seniority List ("ISL") Decision and Award in willful violations of the APA Constitution and Bylaws ("C&B"). For purposes of simplicity going forward I will collectively refer to all of individual accuseds as the AAPSIC members.

## OVERVIEW

Generally, under the C&B Article VII, the AAPSIC member's unlawful actions directly and indirectly constitute, not only a *"Willful violation of this Constitution and Bylaws"* in violation of Article VII.A.2, and also an *"act contrary to the best interests of the APA as an institution or its membership as a whole."*, in violation of C&B Article VII, A.7. As described in further detail below, their actions have been severely prejudicial not only to myself, but to all other similarly situated disabled pilots, including all 228 Medical Disability Dropped ("MDD") members who were treated separately, had their seniority rights abrogated, and were discriminatorily excluded from the ISL, and as a result caused potentially millions of DFR exposure, which is extremely damaging to the financial interest of the association and its membership as a whole.

Specifically, I am charging the AAPSIC members for their unlawful acts committed while working on the SLI proceedings in violation of the C&B which resulted in the abrogation of seniority of most MDD pilots, to include; 1) Art. II D., for their failure *"To determine and negotiate... to maintain uniform principles of seniority and the perpetuation thereof."*, 2) Art. I. Section 6, which provides, *"All questions on parliamentary law and rules of order which are not provided for in the Constitution and Bylaws or Policy Manual shall be decided according to the principles set forth in the current Robert's Rules of Order."* For their failure to their follow Robert's Rules principal of the ranking of laws, and specifically that the statutory laws of the Railway Labor Act ("RLA"), McCaskill-Bond Act and Allegheny Mohawk Labor Protective Provisions (LPPs) are superior to and not precluded by the C&B., which required pilots to be treated equally and fairly, and to be provided adequate representation or allowed individual representation, 3) Art II C., *"...to settle promptly disputes and grievances which may arise between such members and their employer."*, for failure to process my Expedited System Board of Adjustment Grievance

## SUMMARY OF FACTS

### *Meadows' Employment-Disability-Improper Removal From Seniority List-Grievance History*

1. Meadows graduated cum laude with a degree in Aeronautical Engineering from Embry-Riddle Aeronautical University in April 1985, where he also received his commission as an Air Force Officer through Air Force ROTC.
2. Thereafter, he served his country honorably, as a military pilot in the U.S. Air Force, until he was hired as a pilot by American Airlines in October 1991.
3. In June 2004, Meadows began suffering from a debilitating illness, and American's Corporate Medical Director approved him for pilot long term disability benefits, payable form American's pilot pension plan.

4. On December 27, 2007, American's Corporate Medical Director abruptly terminated Meadows disability benefits without cause or notice, despite reports showing no improvement in his medical condition; in fact, AA's records showed it worsening.
5. In Meadows appealed his benefits termination to American's PBAC, who sent his claim to fraudulent claims reviewer Western Medical Evaluators, who denied his claim.
6. APA had mutually agreed to selection WME, despite it being an administrative billing service, in violation the CBA, Supp. F.(5)(h) which required all disability claim disputes to be referred a "*clinical-source*", and also failed to discover WME's fraudulent history.
7. One month after reviewing and denying Meadows' and four other pilot's disability claims WME was shut down by the Texas Insurance Board, and its principals were indicted for felony medical claim fraud, and American canceled WME's contract.
8. In July 2010, Meadows filed an ERISA lawsuit protesting the PBAC's denial, which was based on the purportedly "independent", but in fact fraudulent WME doctor's reports.
9. On July 18, 2011, during an 11th Circuit mediation of his ERISA disability Case, Meadows' engaged in protected reporting activity, and informed American of his intent bring additional claims related to securities fraud, based on the "*cost savings*" scheme.
10. On August 5, 2011, just two weeks after engaging in protected SOX-whistleblower activity, American sent Meadows a letter threatening to terminate his employment within 60 days, unless he obtained an FAA medical or resigned his seniority and took a job outside the flight department.
11. On September 12, 2011, Meadows filed an OSHA-SOX whistleblower complaint.
12. On September 14, 2011, Meadows was re-evaluated by the Mayo Clinic who verified the existence of his continuing disability.
13. Using the Mayo's evaluation reports, Meadows successfully re-applied for disability benefits with American Airlines.
14. Between August and October 2011, Meadows protested his threatened termination, and made multiple requests for a Reasonable Accommodation of reassignment to a non-flying job in the pilot's bargaining unit, but American refused to provide one.
15. On October, 24, 2011, despite the lack of a cause, investigation, not or notice letter from his chief pilot superior, American purportedly removed Meadows from the pilot seniority list and allegedly administratively separated him.

16. On December, 13, 2011, American approved Meadows' second claim for benefits, payable as W-2 wages, albeit under the 2004 American Airlines, Inc. Pilot Long Term Disability Plan, the terms of which now define Meadows as an "Employee" and "Pilot Employee."
17. On February 4, 2012, Meadows filed company termination Grievance #12-011; asserting he was improperly removed from the pilot seniority list and discharged from employment in violation of Sec. 21 of the CBA., and explicitly citing contributing factors of retaliation under SOX, and discrimination under the ADA.

### **Meadows Disputed Seniority Claims Pending Grievances & Litigation**

18. Meadows is currently a LAA pilot who was hired in 1991 and hold the following four-part bid status, MIA/FO/777/MDSB. He is currently receiving pilot long term disability benefits for more than five years, and the Company purportedly removed "dropped" him from the pre-merger LAA pilot seniority list on 10/24/2011 in apparent retaliation for engaging in protected whistleblower activity; which action he timely protested via grievances and litigation which were pending during the pendency of the SLI proceedings, and still are. APA currently lists Meadows and other similarly situated LAA pilots who have been on disability for greater than 5 years, in a status of Medical Disability Dropped from AA seniority list ("MDD").
19. There were some 238 disabled LAA pilots in "MDD" status, during the SLI snapshot date December, 9, 2016. Meadows and most of these pilots receive disability payments in the form of W-2 employee wages subject to tax-withholding, along with Active "Pilot Employee" Medical, Dental, Vision, Life Insurance, and Pension benefits, under the terms of the LAA 2004 Pilot Long Term Disability Plan. In which the Plan terms define these pilots as "Inactive Pilots" "Employees" and "Pilot Employees".
20. Accordingly, the AAPSIC treated many (at least 11) of these LAA MDD disabled pilots as "Inactive"<sup>1</sup> "Pilot Employees", and "pulled and plugged" them, thereby preserving their original relative position on the AAPSIC certified seniority list submitted to the Arbitral Board.
21. Predictably, these MDD pilots who received favorable treatment relative to Meadows, included very senior Captains, and none of them had outstanding individual grievances or litigation pending against the company. Meanwhile, most (approximately

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<sup>1</sup> At least the treatment of these MDD pilots is consistent with Arbitrator Fishgold's 7,300 cockpit Crewmember Floor Arbitration decision (Grievance No. P-28-08), as upheld by the U.S. District Court of D.C.; which held that pilots on medical disability while "on inactive status" were counted as being on the pilot seniority list; because they are still considered employees and cockpit crewmembers, and in particular, "those on medical disability receive streams of income, retain seniority rights to return, and are carried on APA's membership data base." Moreover, these pilots are also defined as both "Employees" and "Pilot Employees" under terms of 2004 LAA Pilot LTD Plan.

227) MDD pilots including Meadows, who had pending litigation were not protected in accordance with the SIPA, and were not pulled and plugged and did not have their relative seniority protected on the certified list.

22. Based on the treatment of other similarly situated MDD pilots, Meadows should have been treated as an *“Inactive Pilot”* and *“pulled and plugged”* at seniority number 4102 on the AAPSIC certified list immediately junior to his new-hire class mate, Jon Scruggs, EE332721 who was placed at seniority number 4101.
23. In late February 2016, Meadows first learned that the AAPSIC failed to include himself on the certified seniority list, but did include him on SLI Joint Exhibit 0006A *AAPSIC Certified List*<sup>2</sup>, on a scabbed on sheet separate from the seniority list entitled *“TAG”*, which incorrectly showed him holding seniority number 6085, along with errors on all of his relevant employment data.
24. To the extent CA Stephens alleges he merely blindly accepted relied on that erroneous data that was provided by American, then he should have *“pulled and plugged”* Meadows at number 6085. But his argument doesn’t hold water, because the Seniority Integration Protocol Agreement (*“SIPA”*) ¶ 2.a.(1), imposed an affirmative duty that the, *“Merger Committees shall compile, verify, certify and exchange (in electronic Excel format whenever possible) employment data for each pilot on their respective pre-merger seniority lists.”* Thus, he had a duty to verify the information from American, which if he failed to do.
25. In fact, CA Stephens had ready access to an APA internal list showing all MDD pilots with their associated status dates, but he and the AAPSIC either knowingly or negligently failed to exercise proper due diligence to cross-check those APA MDD lists, and verify the pilot seniority and employment data provided by American for all MDD pilots.
26. There can be no explanation for such arbitrary and discriminatory treatment of Meadows’ pilot seniority within the sub-category of similarly situated LAA MDD disabled pilots, not to mention between similarly situated LUS disabled pilots (LTD >5 years) whose relative seniority was protected and all were included on the final ISL. It seems as if the AAPSIC did not adequately represent<sup>3</sup> the seniority rights of Meadows and most other LAA MDD pilots, if at all.

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<sup>2</sup> It must be noted to the extent Meadows data was provided in Joint Exhibit 0006A, it was not on the certified seniority number list. However, the TAG sheet incorrectly shows Meadows’ seniority number as 6085, but it should have been around 3900. Further, despite me raising this matter in correspondence to APA, AAPSIC, and the SLI panel back in March 2016, and it was never corrected.

<sup>3</sup> In April 2014, the Allied Pilots Association declared that Meadows and other long term disabled pilots are no longer considered members, and not entitled to any union benefits, and locked its disabled pilots out of the electronic and physical union hall. Further, during and after the equity proceedings APA’s counsel has asserted on numerous occasions that it does not represent Meadows or other similar situated disabled pilots, and thus, does

27. Indeed, the APA C&B Article I D. mandates that one of APA's prime objectives is; "*To determine and negotiate... to maintain uniform principles of seniority and the perpetuation thereof.*", which the AAPSIC members clearly failed to in violation of the APA C&B.

***The APA C&B Is Subordinate To And Precluded By The McCaskill Bond Act And Allegheny-Mohawk LLP Requirement To Treat All Pilots In Fair & Equitable Manner***

28. APA C&B Art. I Sec.6, mandated that the parliamentary law which governs APA, is Roberts Rules of Order, which further adheres to the doctrine of ranking of laws, making statutory laws, such as the McCaskill-Bond Act and Allegheny-Mohawk LPP's, which are superior to and preclude the C&B.
29. Here, The AAPSIC members failed to follow to comply with its obligations under those statutory. More specifically they violated the Allegheny-Mohawk LLPs requirement to treat all LAA MDD disabled pilots "*equally and fairly*", and failed to provide adequate representation, to MDD pilots or to allow MDD pilots to represent themselves individually, and thereby willfully violated C&B Art. I Sec. 6.
30. Moreover, the Memorandum of Understanding ("MOU") ¶ 10 and Seniority Integration Protocol Agreement ("SIPA") clearly provide that these SLI proceedings are to be done in accordance with the McCaskill-Bond Statute. 49 U.S.C. §42112; which in turn incorporates Section 3 and 13 of the Allegheny-Mohawk Labor Protective Provisions ("LPPs"). (As published at 59 C.A.B. 45). The Allegheny-Mohawk LPPs, state that when a covered transaction (i.e., these SLI proceedings);

*"results in the combination of crafts or classes that are subject to the Railway Labor Act, sections 3 and 13 of the labor protective provisions imposed by the Civil Aeronautics Board ("CAB" or the "Board") in the Allegheny-Mohawk merger (as published at 59 C.A.B. 45) shall apply to the integration of covered employees of the covered air carriers." Id. § 42112(a)."*

31. Indeed, these Allegheny-Mohawk Labor Protective Provisions ("LPPs") require that the carrier make provisions "*for the integration of seniority lists in a fair and equitable manner.*"
32. However, based on the facts presented in Meadows Motion to Intervene in the SLI Proceedings, filed on 3/6/16. The AAPSIC members were clearly on notice that these proceedings are clearly not fair and equitable because; i) APA has abandoned

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not owe them a duty. However, on 6/30/16, former APA President CA Wilson on his last day in office issued a constitutional interpretation which suddenly reversed APA's position and declared all MDD pilots as Inactive APA Members, who are therefore owed a duty.

representation of its long term disabled LAA pilots, and therefore, has not adequately represented their seniority interests, ii) to date there has been egregious inequitable and disparate treatment of seniority rights between and amongst the long term disabled pilots of LUS East, LAA, and LUS in these proceedings, iii) and there is a myriad of pilot seniority and employment data errors in the certified excel pilot seniority lists, particularly with respect to long term disabled pilots.

33. Additionally, although unions and management were typically the parties in Section 13 arbitrations, the CAB has also held that other employee groups and individual employees could be granted party status or allowed to otherwise participate.

*See, e.g., Southern Emps. v. Republic/ALEA*, 102 C.A.B. 616 (1983) (describing how seniority integration was negotiated by an "employee committee" established for that purpose without union involvement); *Pan Am-TWA Route Exchange, Arbitration Award*, 85 C.A.B. 2537 (1980) (noting that three individual engineers were parties to arbitration); *NAA I*, 95 C.A.B. at 584 (denying dissenting group "full party status" but noting that they'd been given the opportunity to participate in the LPP arbitration).

34. Thus, the CAB held that, as indicated by the language of the LPPs, unrepresented employees still had rights to fair and equitable seniority integration and binding arbitration to resolve integration disputes under the Allegheny-Mohawk LPPs

35. Most disturbingly, the AAPSIC members were put on formal notice of their egregious errors, disparate treatment and inadequate representation of Meadows and similarly situated LAA MDD pilots; via official correspondence, motions to intervene, and expedited system board grievances filed by Meadows, and other similarly LAA MDD pilots. Sadly, all such requests were blatantly ignored, showing the AAPSIC board refused to correct these errors, and in so doing willfully violated the APA C&B.

36. Specifically, starting on March 1, 2016, Meadows sent a certified letter to the AAPSIC to express my concerns that they had failed to list his name, nor his correct employment data; to include, EE number, seniority number, DOH, and status. Additionally, Meadows informed the AAPSIC members that was not "*pulled and plugged*" on the certified seniority list, as otherwise required by the Seniority Integration Protocol Agreement ("SIPA") ¶ 2.a.(1) protocol; which stated in part, 2. Within 10 days of either the execution of this Protocol Agreement or the receipt from American of the information described in a. below, whichever is later, the Merger Committees shall compile, verify, certify and exchange (in electronic Excel format whenever possible) employment data for each pilot on their respective pre-merger seniority lists, as follows, subject to modification for accuracy.

a. The information certified and exchanged will include the following information to the extent such information is available and can be compiled/provided by American without undue burden or expense:

- (1) Each pilot's name; employee number; seniority number; Date of hire; occupational seniority date, if any, and any other date relevant to the pilot's placement on the pre-merger seniority list; date of birth; seat, aircraft, domicile, and information reflecting each pilot's availability to engage in revenue flying (i.e., leave status, instructor status, management pilot status, medical/disability status); [Emphasis Added].

Further, SIPA, ¶ 2. a. (7) speaks directly to the seniority treatment of LAA MDD pilots, such as Meadows, and further states that;

**(7) Similar information for any pilot who has been terminated or otherwise removed from the pre-merger seniority list, whose status is the subject of any pending litigation or dispute.** [Emphasis Added].

37. On March 6, 2016, CA Stephens of the AAPSIC responded and asserted;

>I received, via email, your letter dated March 1, 2016 regarding disputed seniority claims under the Seniority Integration Protocol Agreement.

>Your name is not included on the AAPSIC's proposed integrated seniority list because you were not on the American Airlines Pilots system seniority list as of the stipulated snapshot date, 12/9/2013.

>Your name was included with the certified list AAPSIC provided to the parties and arbitrators under the Seniority Integration Protocol, on a list identifying pilots known to be disputing their termination from American Airlines and/or removal from the seniority list, in accordance with Section 2.a.(7) of the Protocol.

>If after the integrated seniority list is implemented, you are ultimately successful in your litigation/grievance regarding termination from American Airlines and/or you are able to regain FAA medical status that would allow your return to flying at American Airlines, your position on the integrated seniority list will be determined consistent with the legal ruling or settlement, the APA constitution and bylaws, the current collective bargaining agreement, any seniority integration dispute resolution procedure, and applicable union and company policy.

***The AAPSIC Members Failed Their Duty To Treat Disabled LAA Pilots Fairly and Equally in Violation of the Agreements and McCaskill-Bond Act.***

37. It became clear that the AAPSIC was not treating Meadows and other LAA MDD pilots fairly and equally, and was simply kicking the can down the road, knowing that MDD pilot excluded from the ISL would in reality have no dispute resolution remedy available to them.

38. Since, the AAPSIC failed to correct the errors, on March 7, 2016, Meadows filed a Motion to Intervene And Protect Lawrence M. Meadows Relative Position on the Integrated Seniority List directly with the SLI arbitral board asking to stay the proceedings, correct the errors, and to treat me the same as all other MDD pilots, by pulling and plugging me on the list. Further, on March 9, 2016, I filed a supplemental argument.

39. On March 17, 2016, since the AAPSIC members failed to act on Meadows behalf, he filed a Request For Judicial Notice, to inform the AAPSIC and the arbitral board of CAB legal case precedent for individual employees to participate in seniority integration proceedings to ensure "fair and equitable treatment."

40. On March 21, 2016, after having been ignored by both the AAPSIC members and the SLI Arbitral Board, Meadows submitted an Expedited System Board of Adjustment Grievance for failure of American to uphold its obligations to conduct the proceedings



in a “*fair and equitable manner*” in accordance with the MOU ¶ 10. To date the AAPSIC members have refused to process this grievance.

41. On March 26, 2016, Meadows sent the arbitral board a certified letter, which was also copied to the AAPSCI, to inquire as to the status of his pending Motion to Intervene, and he expressed my belief that the proceeding was fatally flawed and in violation of McCaskill-Bond Act and the Allegheny-Mohawk LPPs. Meadows also filed a second Request for Judicial Notice to put the arbitral board and AAPSIC on Notice of his pending expedited system board grievance.
42. To date, the AAPSIC members have callously ignored all of Meadows certified correspondence, Motions, Notices, and grievance, and took no action to remedy the unfair and inequitable treatment of LAA disabled pilots in the SLI Proceedings. Nor did the APSIC, take any action to remedy its known failures.

***The SLI Decision and Award Contains Numerous Pilot Seniority & Employment Data Errors, and Treated LAA MDD Pilots In An Arbitrary and Discriminatory Manner***

43. On or around mid-September 2016, Meadows carefully reviewed the 60 page final SLI Decision and Award and Exhibits, and was very troubled to learn that despite AAPSIC Chairman, CA Stephens’ assurances, his name nor correct employment data were not include in the AAPSIC Certified Seniority List, and thus was never provided to the other committees and Arbitrators he otherwise represented, in violation of Sec. 2.a.(7) of the protocol. Moreover, Meadows’ seniority claims, employment data, pending grievances or litigation was never published anywhere the final SLI Decision and Award documents.
44. In fact nowhere in the Award was there even a generalized mention of Meadows or any other similarly situated MDD pilots who have pending grievances/litigation for pre-merger seniority list removals or termination who were supposed to be protected under SIPA ¶ 2.a.(7), nor is there any discussion or process by which this category of pilots will be treated with respect to being reinstated to their integrated relative position on new Integrated Seniority List (“ISL”) if successful in their claims; much less an explicit reference of any such pilots by name or employee number in the new ISL.
45. Once again on September 19, 2016, Meadows informed CA Stephens and the AAPSIC via certified mail, that despite all of my previously filed concerns/complaints, the final SLI Decisions and Award was rife with numerous disabled pilot employee seniority and data errors, and gross disparate treatments of some 228 LAA MDD pilots.

46. On September 23, 2016, CA Stephens responded, and refused to accept responsibility for and correct his and the AAPSIC failures. Seemingly unfazed by Meadows factual allegations, he proceeded to simply reiterate his previous nebulous and hollow assurance that I could utilize the Seniority Dispute Resolution procedure.
47. Furthermore, Exhibit B, the Seniority Dispute Resolution Procedure, only speaks to a procedure that can on be implemented by the Dispute Resolution Committee members (“DRC”) or only by individual pilots whose name already appears on the ISL. Outrageously, that procedure seems to have no application for MDD pilots with disputed seniority claims pending grievances/litigation who were not “*pulled and plugged*” and not placed on the ISL – leaving them all in limbo.
48. Thus, Meadows and similarly situated MDD pilots have essentially been left “*remediless*” and without a forum to dispute their grievances, which is contrary to the congressional intent when it drafted the RLA. *Vaca v. Sipes*, 386 U.S. 171, 185-86, 87 S.Ct. 903, 914, 17 L.Ed.2d 842 (1967).

### **Conclusion**

In sum, it is very troubling that none of the LAA MDD or pilots with known individual disputed seniority claims, like Meadows were listed on the SLI Joint Exhibit 0006A *AAPSIC Certified List*; and thus, were not protected on the new ISL. Meanwhile, some 11 other LAA MDD pilots (apparently those who did not file a grievance or lawsuit) were in fact treated as “*Inactive*” “*Pilot Employees*”, and “*pulled and plugged*” protecting their correct relative position on the on new *ISL*. There can be no reasonable explanation for the AAPSIC members arbitrary and discriminatory treatment of Meadows and other similarly situated MDD pilots within the same sub-category of LAA MDD pilots, nor as to why a chosen few MDD were protected on the *ISL*, while many other MDD pilot’s seniority rights were abrogated and abandoned. To be certain, APA Staff Attorney Mark Meyers, declared in sworn testimony that all MDD pilots system wide, to include Meadows, Kathy Emery, Wallace Preitz, and all other 239 LAA MDD pilots were also are covered by pending APA grievance 12-012; which protests violations of 11.D.1 to include, removal of disabled pilots from the seniority list without notice, and failure to reinstate MDD pilots who later become requalified medically. The foregoing issues are specific to LAA MDD pilots on disability for greater than 5 years, but when considering that LUS pilots on a disability status for greater than 5 years remained on the new *ISL*, the AAPSIC member’s failure to “*pull and plug*” all LAA MDD pilots is even that much more egregious, especially given the fact that the AAPSIC vis-à-vis APA is the sole certified bargaining agent for all pilots of the new American, and as such now has a duty to treat all former LUS, LAW, and LAA pilots fairly and equally. This is a serious matter that places the careers of most LAA MDD pilot’s careers in jeopardy, and raises serious questions as to why the AAPSIC members flagrantly ignored their obligations under the supreme law of the union, the APA C&B.

Sadly, this is an epic fail on behalf each and every member of the AAPSIC, especially to the extent that it appears they acted outside the scope of their authority and failed to comply with the

supreme law of the APA, along with their associated obligations under the MOU, SIPA, and superior statutory laws of the McCaskill Bond Act and Allegheny-Mohawk LLP's (not to mention the RLA and ADA), by failing to treat all MDD pilots fairly and equally; as well as failing to represent them adequately (if at all), and not allowing them to alternatively protect their rights via individual representation. Bottom-line, the AAPSIC members knowingly failed their duty, to treat all 239 disabled LAA MDD pilots in a fair and equitable manner, resulting from their willful violations of the C&B objective to *"to maintain uniform principles of seniority and the perpetuation thereof."*, the C&B mandate to, *"to settle promptly disputes and grievances which may arise between such members and their employer."*

Therefore, based on all the foregoing, I respectfully seek the following charges against each and every AAPSIC member individually...

## **CHARGES**

**1st CHARGE;** The AAPSIC members abrogated the seniority rights of most LAA MDD pilots, by treating them disparately between and amongst LAA disabled MDD pilots, and also as compared to disabled LUS pilots, and in so doing willfully violated Article II D., which mandates that one of the prime objectives of APA is to, *"To determine and negotiate... to maintain uniform principles of seniority and the perpetuation thereof."*

**2nd CHARGE;** The AAPSIC members failed process and handle in the usual and customary manner, Meadows' Expedited System Board of Adjustment SLI grievance as mandated by the Memorandum of Understanding (MOU) ¶¶10.e and 20. Thereby, the AAPSIC members in turn willfully violated APA's objective in Art. II C., which required them *"to settle promptly disputes and grievances which may arise between such members and their employer."*

**3rd CHARGE;** The AAPSIC members failed to follow APA's parliamentary law of Roberts Rules of Order as mandated by C&B Art. I Sec.6, specifically by ignoring Roberts Rules' doctrine of ranking of laws, and failing to comply with the statutory laws of the McCaskill-Bond Act and Allegheny-Mohawk LPP's, which are superior to and preclude the C&B. More specifically they violated the Allegheny-Mohawk LLPs requirement to treat all LAA MDD disabled pilots *"equally and fairly"*, and failed to provide adequate representation, to MDD pilots or to allow MDD pilots to represent themselves individually, and thereby willfully violated C&B Art. I Sec. 6.

**4<sup>th</sup> CHARGE;** as a result of all the above willful C&B violations the AAPSIC members also violated C&B Article VII.A.2., by committing *"Willful violation[s] of this [the APA] Constitution and Bylaws."*, and should therefore be found guilty of Article VII charges on this basis.

**5th CHARGE;** as a result of all the above willful C&B violations, the AAPSIC members also violated C&B Article VII.A.7., by committing an, *"act[s] contrary to the best*

*interests of the APA as an institution or its membership as a whole”, and should therefore also be found guilty of Article VII charges on this basis.*

### **RELIEF SOUGHT**

Based on all the foregoing each and every AAPSIC member should be held to account for failure to comply with their duties in accordance with the supreme law of the union - the APA C&B, and resultant violations of Article VII thereunder, and as outlined in the charge list above.

**Therefore,** given that the all AAPSIC members are from various Domiciles and all serve on an APA National Committee, and that their commission of egregious acts adversely impacts each and every member of the association, a Domicile Hearing would not be an appropriate forum. Thus, FO Meadows respectfully requests that here in the first instance, that the Appeal Board should conduct a single formal hearing of the individual Article VII Charges filed against each of AAPSIC members. Finally, the Appeal Board should impose upon the AAPSIC members whatever disciplinary action, fines, and sanctions as it may deem appropriate.

I hereby certify that all the foregoing to be true and correct to the best of my personal knowledge.

Fraternally Submitted on this 21st day of December 2016;

A handwritten signature in black ink that reads "L. M. Meadows". The signature is fluid and cursive, with a long horizontal stroke at the end.

Lawrence M. Meadows  
MIA/FO/777/MDSB

cc via e-mail: CA Dan Carey, CA William Read, CA Ed Sicher, George Buckley