

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

April 3, 2014

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

Sent via certified mail and e-mail:

Re: Meadows Grievance 14-XXX

Dear Captain Hale,

I waive my base level hearing, and exercise my absolute individual statutory right under 45 U.S.C. § 184, of the Railway Labor Act to have my grievance processed in the usual manner. I, hereby formally submit this new Exec. VP of Flight Appeal Grievance, based on newfound evidence that the Company is violating my contractual rights as, established by long standing past practice. As you are aware I am unable to hold an FAA 1st Class Medical certificate, but am otherwise fully qualified to perform all of the published essential job functions of an American Airlines Pilot. Additionally, I have requested and still desire accommodation into an X-Type Check Airman Position.

Just this week, I've been given an extensive list, which clearly shows there has been a long standing past practice of reassigning of sick or disabled pilots to other jobs/positions within the bargaining unit. These pilots are unable to hold an FAA Medical Certificate, or otherwise medically unable to perform their duties as a cockpit crewmember. Yet numerous such pilots have been given Management and Training jobs in the Flight Department, "special" work from home jobs, X-type Check Airman positions, and even paid union leave. Incredibly, there are even pilots who have been kept on at full pay despite having their pilot certificates suspended or revoked. This practice has been in place at least 20 plus years, and as such creates an absolute binding contractual precedent, and modification to the CBA.

Its simply outrageous to learn that while the flight Department has repeatedly refused to accommodate me based on the American With Disabilities Act (ADA), it has in fact all along been employing a *de facto* contractual accommodation policy for a very long time. Thus, not only is the Company discriminating against me under the ADA¹, but also by refusing to apply

¹ *Government employment statutes, such as the Americans with Disabilities Act (ADA) supersede any contractual language in a CBA. Further, the ADA prohibits employers from entering into collective bargaining agreements that discriminate against individuals protected by the ADA. To the extent that such employment laws are not explicitly referenced in the language of the bargaining agreement itself, the legislative history of the ADA shows that Congress considered the unique problems created by collective bargaining agreements, and intended that the provisions of an agreement be dovetailed with the duty of reasonable accommodation under the ADA. Thus, the Company's application of a five year maximum sick leave policy as described in Section 11.D.1 is unlawful and*

the very same contractual past practice to myself, thereby, violating my contractual rights under the RLA.

Further, the Company's subjective reinterpretation of the terms of Sec 11.D.1 and its punitive application to improperly terminate and remove pilots like me from the seniority list is not only violated binding past precedent, but is also unlawful under ADA.

In Sum, it is clear that the plain contractual language of both the 2003 or 2013 CBA does not in any way provide for the administrative termination or removal from the seniority list of sick/disabled pilots. Based on all the foregoing, I seek reinstatement to the same relative position on the Pilot System Seniority List as if I had never been removed, and a reassignment to another position within the bargaining unit with fully pensionable pay and benefits commensurate with whatever bid status my seniority can hold.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "L. M. Meadows", with a long horizontal flourish extending to the right.

Lawrence M. Meadows

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

violates the American with Disabilities Act strict prohibition of No-Leave Policies. The Company is in fact required to provide a disabled pilot as much additional medical leave necessary, as a form reasonable accommodation.