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FLOW-THRU PILOTS COALITION,
GREGORY R. CORDES, DRU MARQUARDT,
DOUG POULTON, STEPHAN ROBSON,
and PHILIP VALENTE III on behalf of themselves and all
others similarly situated

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

AMERICAN AIRLINES FLOW-THRU
PILOTS COALITION, GREGORY R.
CORDES, DRU MARQUARDT, DOUG
POULTON, STEPHAN ROBSON, and
PHILIP VALENTE III, on behalf of
themselves and all others similarly situated,

Plaintiffs,

vs.

ALLIED PILOTS ASSOCIATION and
AMERICAN AIRLINES, INC.,

Defendants.

Case No.: 3:15-cv-03125 RS

**DECLARATION OF GREGORY R.
CORDES IN IN OPPOSITION TO APA'S
MOTION FOR SUMMARY JUDGMENT**

April 21, 2016

1:30 P.M.

Courtroom 3, 17th Floor

Judge Richard Seeborg

I, GREGORY R. CORDES, declare under penalty of perjury:

1. I am a plaintiff in this action. I am submitting this declaration in opposition to the motion of defendant ALLIED PILOTS ASSOCIATION ("APA") for summary judgment.

2. I am a pilot for American Airlines ("American"). Presently, I am serving as a First Officer on a Boeing 767 aircraft. Before coming to American, I was a Regional Jet (also known as Commuter Jet) Captain at American Eagle Airlines, a wholly owned subsidiary of

1 AMR, Inc. AMR, Inc. owned both American Eagle and American. I was an elected member of
 2 the ALPA EGL MEC (LAX CA & Chairman) from 1997 till 2001. I also formed and was
 3 appointed Chairman of the ALPA EGL Flow-Through Committee from 1997 - 2001.

4 3. I obtained my position at American because of an agreement known as the Flow-
 5 Through Agreement, and also referred to as Supplement W or Letter 3. The Flow-Through
 6 Agreement is part of the collective bargaining agreement between American and the Allied
 7 Pilots Association (“APA”), where it is known as “Supplement W” (or “Supp. W”) and the
 8 collective bargaining agreement between the Air Line Pilots Association (“ALPA”) and
 9 American Eagle, where it is known as “Letter 3.” The Flow-Through Agreement is dated May 5,
 10 1997, and expired May 1, 2008 (the date the next collective bargaining agreement between APA
 11 and American that was entered-into after the Flow-Through Agreement was signed expired and
 12 became amendable). In this declaration, I refer to the Flow-Through Agreement as Supp. W.

13 4. The pilots who came to American pursuant to Supp. W are known as Flow-
 14 Through Pilots, referred to herein as “FTP.” The Declaration of Gavin Mackenzie describes
 15 how Eagle pilots obtained American seniority numbers, the hold-back pilots and how they were
 16 entitled to move to American. Mr. Mackenzie’s declaration also describes the Nicolau remedy
 17 award in FLO-0108 and related matters as to how this award came about. Mr. Mackenzie’s
 18 statements and the matters he states concerning the operation of Supp. W and the Nicolau
 19 remedy arbitration in paragraphs 6 through 17, 19 through 21, and 23 through 27 is correct. I
 20 also believe that Mr. Mackenzie’s description and summary of his case trying to challenge the
 21 Nicolau remedy arbitration award in paragraphs 18, 22 and 28 is correct as well.

22 5. I am the president of the American Airlines Flow-Thru Pilots Coalition
 23 (“AAFTPC”), a plaintiff in this action. AAFTPC is a subdivision of the American Eagle Pilots
 24 Association, a California Corporation. AAFTPC is an association of pilots flying for American
 25 Airlines who obtained their positions at American Airlines pursuant to the Flow-Through
 26 Agreement—that is, the FTPs.

1 6. The Flow-Through Agreement allowed American Eagle jet captains to move to
2 American as places in new-hire classes became available. When American hired pilots, it would
3 establish a new-hire class. FTPs were entitled to half the positions in each such new-hire class—
4 that is, one out of every two positions. An American Eagle jet captain who had been trained on
5 the jet aircraft and completed initial operating experience (“IOE”) on the aircraft could bid for
6 one of the new hire positions in an American new hire class. (IOE is a period of supervised
7 flying, typically about 18 days after training was completed, for the newly-trained pilot.)

8 7. A pilot who successfully bid for a new-hire class was not necessarily entitled to
9 attend the class and move to American immediately. American Eagle was entitled to hold-back
10 or “withhold” the pilot at American Eagle for operational reasons, typically because of a
11 “training freeze” or “lock-in” that prohibited a jet captain from transferring to another job for a
12 period after they had been trained on a particular aircraft. All pilots received training that is
13 specific to a particular aircraft being flown before they are qualified to fly that equipment. The
14 training freeze is designed to allow the carrier to recoup the costs of such training by requiring
15 the newly-trained pilot to fly the aircraft on which they have just been trained before they can
16 transfer to another position. A training freeze or lock-in is typically two-years.

17 8. As a result of a training freeze or other operational reasons, the American Eagle
18 pilots who successfully bid for positions in new-hire classes at American before September 11,
19 2001 were all held back at American Eagle.

20 9. Notwithstanding the hold-back, the American Eagle pilot would get assigned a
21 seniority number on the American pilot seniority list based upon and as if the pilot had been able
22 to fill one of the positions and had attended the American new hire class the pilot would have
23 attended if not held back. This seniority number was an “occupational” seniority number. It was
24 not a length of service or “classification” seniority used for pay purposes. Typically, when the
25 term “seniority” is used at American or Eagle, the term is referring to occupational seniority.

26 10. All pilots at American and Eagle are familiar with occupational seniority.
27 Occupational seniority is critical to a pilots and employment. It determines where the pilot is
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1 based and, as a result, can live, the size and pay level of the aircraft the pilot flies, whether or not
2 the pilot gets first or last choice of monthly schedules or vacation weeks. It determines whether
3 the pilot can be a high paid Captain or a low paid First Officer, whether the pilot can fly trips to
4 Hawaii during the day, or be relegated to all night redeye flights. It is what gives the pilot job
5 security in a furlough. It is the largest factor in what determines a pilot's pay and quality of life.

6 11. When I received my seniority number at American airlines, I understood that it
7 was a regular seniority number that would be used for all normal purposes at American. I was
8 being held back at Eagle because of the specific provisions of Supp. W that allowed Eagle to
9 hold me back to complete a two- year training freeze before I could fully exercise my American
10 seniority.

11 12. After I received my American seniority number, I expected to move to American.
12 Under Supp. W, I anticipated that my hold-back at Eagle would not last more than two years and
13 that I would have American seniority for this period since I received the seniority number when I
14 applied for the new hire class. Because of my American seniority and the terms of Supp. W, I
15 had no incentive to look for other employment as a pilot. There was no other airline I wanted to
16 work for as much as American. I believed I was certain to go to American under Supp. W.
17 Additionally, the fact that I was able to carry over all of my vacation accrual was a strong
18 motivating factor in inducing me to not look elsewhere. Once I received my AA seniority
19 number, there was no way I would have gone to another airline, even if they had begged me, as
20 that would have meant giving up a seniority number at what I considered to be the best airline in
21 the world, for which I would soon be working. In particular, I did not apply for United or
22 Alaska Airlines, because of my reliance on the promises in Letter 3 and American being my
23 carrier of choice. I also knew if I went to one of those carriers that I would be giving up years of
24 classification seniority as it pertains to vacation. Even prior to my placement on the AA
25 seniority list I did not apply for TWA or America West, even though those airlines were very
26 easy to get hired into. This was due to the fact that I viewed those jobs and careers to be inferior
27 to what I felt I would be moving into at American under Supp. W.

1 13. I and other Eagle pilots were excited about moving to American. It meant flying
2 larger airplanes, to exotic destinations, for more pay. We would follow American's Chief Pilot's
3 recorded hotline message every week, (800) YO PILOT, to keep abreast of what was happening.
4 I would periodically go to the American pilots crew lounge to read all of the APA postings and
5 literature that I could.

6 14. American pilots and APA initially were cordial to and worked with the Eagle
7 pilots with respect to Supp. W. That changed dramatically after American acquired TWA. After
8 that point, I heard American APA-represented pilots accusing the Eagle pilots of being inferior
9 pilots, or not good enough to fly for AA.

10 15. I found such comments both disturbing and false. As far as operating the
11 equipment is concerned, the job, skills required, and tasks performed are very similar between a
12 regional jet flown at Eagle and the Boeing 737 that was flown in the lowest tier at American. In
13 fact, the flow-back situation resulted in the lowest Captain experience levels ever experienced in
14 the Eagle Jets, with many of the former TWA pilots not even able to qualify initially for the
15 minimum 3,000 hour FAA requirements to fly as Captain for Eagle.

16 16. Before September 11, 2001, about 518 American Eagle pilots had bid for new
17 hire classes at American and had received seniority numbers on the American pilot seniority list.
18 Of these initial FTPs, 124 pilots (i.e., the first 125 less one who did not move to American)
19 transitioned to American before September 11, 2001. After September 11, 2001, American
20 stopped hiring new pilots, began furloughing pilots and did not start new hire classes until about
21 May 2007.

22 17. Initially in 2007, American recalled American pilots who were on furlough.
23 These initial recalls involved pilots who had been flying for American before their furlough.
24 Starting in about June 2007 American began calling certain former TWA-LLC pilots for work
25 that had never flown for American. These pilots are referred to as "TWA-LLC Staplees" or
26 "Staplees." The TWA-LLC Staplees were generally below the FTPs on the seniority list.

1 18. The hiring of the TWA-LLC Staplees resulted in a series of grievances before
2 Arbitrators John B. LaRocco (FLO-0903) and George Nicolau (FLO-0108). Some of these
3 decisions are Exhibits 10, 11 and 12 to APA's motion. APA has omitted the merits decision in
4 FLO-0108. That decision is attached as Exhibit 4 to the exhibits presented in opposition to
5 APA's motion for summary judgment.

6 19. Arbitrator LaRocco's decision on the merits in FLO-0903 issued on May 11,
7 2007. This decision held that the TWA-LLC pilots who did not commence active employment
8 with American were "new hire" pilots. At page 45 of his merits decision (Pltf. Exh. 4),
9 Arbitrator LaRocco stated:

10 ALPA presented overwhelming evidence that many former TWA
11 pilots, including several pilots subject to the 1:8 ratio in
12 Supplement CC, neither performed any active service at AA nor
13 were trained at AA. If and when positions are available at AA, the
14 presence of a huge group of former TWA pilots (the staplees) on
15 the AA seniority roster cannot interfere with the rational operation
16 of Section III.A of Letter 3/Supplement W. Pilots who did not
commence active employment at AA in conjunction with merger
are equivalent to new hires because positions are no longer being
established or filled due to the acquisition.¹⁷

17 ¹⁷ The staplees are identical to a large pool of successful
18 applicants (for employment) since they will not obtain AA
19 positions stemming from the TWA acquisition.

20 20. Following LaRocco's decision, American nevertheless proceeded to hire the
21 TWA-LLC Staplees into new hire positions as they opened up at American. APA did nothing to
22 stop American from hiring the Staplees ahead of the FTPs. As a result, the FTPs did not start
23 moving to American until after the decision on remedy in FLO-0108 over three years later.

24 21. In addition, a separate arbitration before Arbitrator Richard I. Bloch (FLO-0107)
25 concerned the effect of the expiration of the Flow-Through Agreement on the FTPs right to
26 move to American. In FLO-0107, APA contended that the expiration of the Flow-Through
27 Agreement in May 2008 terminated all flow-up rights for all American Eagle pilots who had not
28

1 yet moved to American. That would have meant no flow-up rights for all FTPs other than the
 2 first 124 who had already moved to American, even though these FTPs were on the American
 3 pilot seniority list. (At the time APA made this argument, American had already begun hiring
 4 TWA-LLC Staplees in preference to FTPs.) Arbitrator Bloch's award concluded: "The right to
 5 flow-up is to be retained by Eagle CJ captains who, prior to May 1, 2008, completed IOE and
 6 received AA seniority numbers." The decision in FLO-0107 is Exhibit 14 to APA's summary
 7 judgment motion.

8 22. AAFTPC has been an advocate for the interests of the FTPs. The AAFTPC's
 9 goals, as described on its website, are:

10 The AA Flow-Thru Pilots Coalition has 2 goals:

- 11 1. To defend the FTPs vested and bargained for positions on the
 12 AA Seniority list from attack by the other parties during the SLI
 process.
- 13 2. To have the Flow-Through Pilots time spent flying as regional
 14 jet Captains at AMR count toward Length of Service (LOS) at AA,
 15 the same as other AA pilots who have transferred to AA from other
 16 airlines. There should be no Flow-through Pilot who is paid less
 per hour for doing the same job than any pilot junior to him on the
 AA System Seniority List.

17 23. Among other things, AAFTPC has requested that APA negotiate Length of
 18 Service (LOS) for FTPs for service at American Eagle in the same way APA has negotiated LOS
 19 credits for other pilots who have transferred to American from other airlines.

20 24. On May 13, 2013, I and other FTPs sent a letter to the APA Board of Directors
 21 asking that APA seek to have the FTPs classification data used for pay purposes adjusted to their
 22 occupational date to remedy the pay disparities between FTPs and other American pilots. A
 23 copy of this letter is Exhibit 11 in the exhibits presented in opposition to APA's motion for
 24 summary judgment. APA did not respond to this letter.

25 25. On November 5, 2013, I sent a letter to the APA Board of Directors noting the
 26 disparity in pay between FTPs and TWA pilots that were junior to the FTPs on the seniority list.
 27 I asked APA to bring the FTPs into parity with other American pilots. A copy of this letter is
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1 Exhibit 12 in the exhibits presented in opposition to APA's motion for summary judgment. I
2 received no response to this letter.

3 26. About September 3, 2014, I arranged for about 200 FTPs to send form letters to
4 the APA asking for pay parity with other American pilots. A copy of one of these form letters is
5 Exhibit 13 in the exhibits presented in opposition to APA's motion for summary judgment.
6 APA did not respond to these letters.

7 27. On September 16, 2014, I again wrote APA Board of Directors asking APA to
8 negotiate pay parity for the FTPs. A copy of this letter is Exhibit 14 in the exhibits presented in
9 opposition to APA's motion for summary judgment. I received no response to this letter.

10 28. On October 2, 2014, I again wrote to the APA Board of Directors asking for APA
11 to negotiate pay parity. A copy of this letter is Exhibit 15 in the exhibits presented in opposition
12 to APA's motion for summary judgment. I stated on page 2: "To this date, the APA is still
13 refusing to negotiate for the Flow-Through pilots to be paid in the same manner as other pilots
14 that have transferred to AA from other airlines, despite doing so for every other pilot group on
15 the property, including furlonghees." I received no response to this letter.

16 29. On January 9, 2015 I wrote to American Airlines Group to protest the
17 discrimination in pay received by FTPs. A copy of this letter is Exhibit 16 in the exhibits
18 presented in opposition to APA's motion for summary judgment. I received no response to this
19 letter. American did not deny any of the facts I had stated in the letter.

20 30. The purpose of sending Exhibits 11 through 16 was to see if APA would negotiate
21 in the upcoming negotiations with American to make up the losses suffered by FTPs because of
22 the fact that they did not get length of service credits for time they were unable to transfer to
23 American. In these letters, I explained that I did not think there was a significant difference
24 between TWA pilots who had been laid off from TWA-LLC before flying for American and who
25 then flowed-down to fly at Eagle, and Eagle pilots who could not move to American and
26 continued flying at Eagle until American jobs opened up. In both cases, the pilots were unable to
27 fly at American because the events of September 11, 2001 caused a down-turn in the airline

1 industry and a reduction in the number of jobs for pilots at American. Furthermore both pilots
2 groups were in the same position, in that both groups had AA seniority numbers, and both groups
3 were dues paying ALPA members, and at the same time some of the senior members of both
4 pilot groups had made the transition to AA and were being represented solely by APA.

5 31. When one compares the difference between how APA represented and negotiated
6 for these two similarly situated pilot groups, it becomes very clear that APA crossed the line
7 between what would have simply been horrible representation, and intentional discriminatory
8 failure to represent the FTPs. In one arbitration after another APA attempted to not only help the
9 TWA pilots achieve better pay and seniority, but they did so at the expense of the FTPs. The
10 results of APA's work is indisputable. All one has to do is compare the rates of pay of the more
11 junior former TWA pilots, to the FTPs for doing the exact same job. The FTPs earn \$17,000 and
12 more less than the junior former TWA pilots for the same job. Plaintiffs' Exhibit 12—one of the
13 letters I sent APA—gives the precise figures as to how much FTPs are underpaid as compared to
14 junior former TWA pilots. These calculations are derived from review of the seniority list and
15 the collective bargaining agreement. APA has never disputed this disparity or, prior to this
16 lawsuit, attempted to justify the disparity to me or any other FTP to my knowledge. It was with
17 that history, that the FTPs came to the APA and were asking, almost begging for the APA to take
18 the opportunities afforded under all of the merger and contract negotiations which were then
19 occurring to try to fix the blatant pay disparity facing the FTPs. After all, the APA had helped to
20 create those very disparities. The JCBA was finally ratified in January 2015, not only without
21 the APA even doing anything to fix the existing pay disparity, but added yet another
22 discriminatory pay difference between the FTPs and the TWA Staplees in the form of the 2 year
23 LOS credit in Letter G.

24 32. I was aware of correspondence with APA's lawyers that APA believed that it did
25 not represent the FTPs who were on the American seniority list until the FTPs began flying for
26 American. See Mr. James' letter to me dated November 15, 2013, that is part of APA Exhibit
27 15, at page 30. While I disagree with this position, at the time that I and other FTPs were
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1 seeking pay equity, we were all at American and represented by APA in the negotiations for the
2 2015 collective bargaining agreement (CBA) that were in process at the time of these letters.

3 33. In the 2015 CBA, APA negotiated for and obtained an additional two years of
4 LOS credit for all pilots who had been furloughed. This agreement is known as Letter G. A
5 copy of Letter G is Exhibit 17 in the exhibits presented in opposition to APA's motion for
6 summary judgment. Letter G applies to both American pilots and US Airways pilots who came
7 to American as part of the 2013 acquisition of US Airways.

8 34. As noted above, APA did not respond to the letters asking it to negotiate LOS
9 credits for FTPs. Until its summary judgment motion, APA has not provided any explanation
10 why it would not do so or why it would negotiate for these benefits for other pilots but not FTPs.

11 35. On November 4 through November 6, 2015, I flew with American Pilot Brian
12 Smith (American # 57908). Smith was a member of the APA negotiating team for the 2015
13 CBA and he is listed as a negotiating committee member on the signature page of the 2015 CBA.
14 After our conversations, I checked the membership information on the APA website and
15 confirmed that his primary email is listed as "[name omitted]@alliedpilots.org." I also reviewed
16 the Form LM-2 filed by APA with the United States Department of Labor. The LM-2 was for
17 the period through June 30, 2015 and stated that Brian Smith was an employee of APA being
18 paid over \$135,000 per year. A copy of this page of the 2015 APA LM-2 is Exhibit 18 in the
19 exhibits presented in opposition to APA's motion for summary judgment. At the time we spoke,
20 Smith was flying with me because he needed to maintain three landings in a 90 day period to
21 keep his qualifications current. This indicates that he was not flying a regular schedule but was
22 still working at APA. A pilot with a regular flying schedule would not usually have a special
23 need to fly just to maintain the three landings needed to keep his qualifications current.

24 36. I asked Brian if the APA ever passed any proposals to the company regarding
25 LOS pay credit for the FTPs. He said "no", the BOD specifically requested 2 year credit only be
26 negotiated for "furloughees" and that the FTPs were intentionally excluded. I mentioned that the
27 "furloughees", were not even furloughees under the definition in the CBA and that the FTPs

1 should have been included. He said that he was aware of the fact that the FTPs wanted to be
2 included, but that a couple of the BOD members, in particular Steve Roach and possibly Tom
3 Westbrook were not in favor of doing so, and the BOD made the “decision” not to include FTPs.

4 37. APA has published lists on its website showing the employees who received the
5 Letter G LOS credits. I have reviewed those lists and I have compared the pilots on the lists to
6 the pilots on documents produced by American in this action (Number AA-002604 et seq.) that
7 is described as a “list of former TWA pilots who were furloughed before training/flying at AA”
8 (AA-002604). The first page of this document indicates it was prepared and circulated to APA
9 and ALPA for use in FLO-0903 arbitration case. Based on that review, it appears that TWA-
10 LLC pilots who were furloughed before training/flying at American received the two-year LOS
11 credit provided for in Letter G.

12 38. I did not receive LOS credits under Letter G and no flow-through pilot is on any
13 of the lists APA has published of pilots who will receive the LOS credit under Letter G.

14 39. Based on my review of APA’s motion for summary judgment, I understand that
15 APA has taken the position that LOS credits are only for furloughed pilots and that the FTPs
16 were not furloughed from either American or Eagle. As noted above, APA never provided this
17 explanation to me at the time I was writing APA and asking that FTPs be included in any LOS
18 credits APA negotiated. Because APA would not respond, I was unable to address APA’s
19 contention that only “furloughed” pilots should get LOS credits before APA and American
20 finalized the new contract.

21 40. APA’s position on LOS credits appears to me to be just one more bad faith action
22 by APA against the FTPs. The APA’s position that LOS credits are only for furloughed pilots is
23 an arbitrary distinction in this case.

24 41. First, APA’s distinction is arbitrary as FTPs who could not move to American
25 because jobs were not available after September 11, 2001 were in exactly the same position as
26 the TWA-LLC pilots who had been furloughed from TWA-LLC before flying for American.
27 Being on furlough from American means only that a pilot is not working for American but is
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entitled to recall when jobs are available. FTPs were in that situation as well, as they were also awaiting a job at American. A pilot is not prohibited from working as a pilot with other airlines while on furlough from American. In fact, American pilots and TWA-LLC pilots who had never worked at American flew at Eagle during their furloughs from American or TWA-LLC.

42. Second, APA's distinction is arbitrary as the TWA-LLC pilots who were furloughed from TWA-LLC as part of the purchase of TWA without working for American were not "furloughed" American pilots under the CBA. The definition of "furlough" in Section 2.U of the 2015 CBA states: "'Furlough' means the removal of a pilot from active duty as a pilot with the Company without prejudice, due to a reduction in force, or the period of time during which such pilot is not in the active employ of the Company as a pilot due to such reduction in force." This same language is in Section 2.T. of the 2003 CBA. Both FTPs and TWA-LLC pilots were identically situated under this language. If the term "active duty" means actual flying for the carrier, neither FTPs or TWA-LLC pilots had been in "active duty" as a pilot for American. The FTPs had been withheld from moving to American and the TWA-LLC pilots (or the majority of them) had been furloughed before working for American. Likewise, neither the FTPs nor the TWA-LLC pilots had been "removed. . . due to a reduction in force." The TWA-LLC pilots were not at American because after the acquisition of TWA there were not enough jobs for them; the FTPs were kept from moving to American likewise because of the lack of available positions at American.

43. Third, APA's distinction is also arbitrary if the second part of the definition of furlough—"not in the active employ of the Company due to such reduction in force"—were construed to mean prevented from being in an active duty position because of a reduction in force even if never in such an active position. Again, both FTPs and TWA-LLC pilots were identically situated. Both groups were not in active duty at American because September 11, 2001 resulted in reductions in force at American that foreclosed both FTPs and TWA-LLC pilots from moving to American. If that situation satisfies the definition of "furlough" in the second

1 clause of the definition, both FTPs and TWA-LLC pilots would meet the definition and both
2 would be entitled to LOS credits as “furloughed” pilots under that construction.

3 44. Fourth, APA’s position is arbitrary because it conflicts with the provisions of
4 Supplement CC that distinguished between furloughed pilots and the TWA-LLC pilots who had
5 not been assigned to flying duties. Section II.D of Supplement CC, the agreement applicable to
6 the TWA pilots in connection with the TWA acquisition, provides: “After furloughed pilots (if
7 any) have been recalled and new pilot positions become available, American will offer
8 employment, in seniority order, to all pilots who were hired by American after April 10, 2001
9 but who had not been assigned to air line flying duty as of October 1, 2001.” All the TWA-LLC
10 Staplees fell under the language of pilots “who had not been assigned to air line flying duty as of
11 October 1, 2001.” This language expressly provides that these TWA-LLC pilots were *not*
12 furloughed pilots for purposes the CBA, but rather pilots who were entitled to positions at
13 American only when “new pilot positions become available.” That is exactly the situation for
14 FTPs. They could move to American only when new hire positions opened up. Again, the FTPs
15 and TWA-LLC pilots were identically situated in being on the American seniority list, but
16 having to await new hire jobs before moving to American.

17 45. Finally, APA has noted prior occasions where it had negotiated LOC credits for
18 pay purposes for “furloughed” pilots. The situations where these letters were negotiated were
19 vastly different. In May 1997 and July 2001 where these agreements were negotiated (Letters
20 CC and CC(2)), the situation created by September 11, 2001 had not occurred and the lengthy
21 hold-back of FTPs at Eagle due to the ensuing reduction in force at American had not
22 materialized. While these letters show a pattern of trying to restore time while pilots were
23 unable to work at American because of circumstances beyond their control, they do not support a
24 distinction between TWA-LLC pilots and FTPs and the effect on them where the furlough of
25 American pilots after September 11, 2001 closed off the availability of positions at American
26 that both the FTPs and the TWA-LLC pilots had anticipated receiving.

1 46. I am aware that TWA-LLC pilots who were furloughed directly from TWA-LLC,
2 without flying or training at American, were able to flow-down to Eagle and fly for Eagle. I
3 observed these pilots when I was at Eagle and they flowed-down and displaced Eagle pilots.

4 47. Since I have started flying at American, I have spoken to several of the TWA-
5 LLC flow-down pilots who are below me on the American seniority list. All these TWA-LLC
6 flow-down pilots I have spoken with have stated they were receiving more pay than I was
7 receiving and were at higher years of service pay levels than I was at. They informed me that
8 they had received LOS credits for their time at TWA and for their time at Eagle. The letters I
9 and others sent to APA concerning LOS credits was prompted, in part, by such information.

10 48. As noted above, APA never responded to my and the FTPs requests that it
11 negotiate for pay equity for FTPs. APA never provided me or, to my knowledge, other FTPs any
12 explanation why it would not do so. To my knowledge, no FTP, including myself, was ever
13 offered an opportunity to present our position at any APA Board of Director meeting where we
14 could have addressed any reasons why APA would not seek pay parity for FTPs.

15 49. I am aware, however, that other pilots have been allowed to address the APA
16 Board on this issue. The US Airways pilots who were formerly employed at Mid-Atlantic
17 Airways (“MDA”) were allowed to address the APA Board on why they should be entitled to the
18 two-year LOS credit that APA negotiated in Letter G to the 2015 CBA. Exhibit 19 in the
19 exhibits presented in opposition to APA’s motion for summary judgment contains a copy of a
20 press release issued by APA describing how MDA pilots were allowed to present their position
21 to the APA Board in July 2015.

22 50. Exhibit 20 in the exhibits presented in opposition to APA’s motion for summary
23 judgment also contains an APA Board resolution noting that (1) APA’s legal department had
24 determined that the MDA pilots were entitled to LOS credits and (2) deferring action until after
25 the seniority list integration process was completed.

26 51. Exhibit 1 in the exhibits presented in opposition to APA’s motion for summary
27 judgment is pages from the 2015 CBA between APA and American, including Section 1,
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Recognition and Scope, and Section 13, Seniority. Exhibit 2 in the exhibits presented in opposition to APA's motion for summary judgment is pages from the 2003 CBA between APA and American, including Section 1, Recognition and Scope, and Section 13, Seniority and Letters CC and CC(2). Exhibit 3 in the exhibits presented in opposition to APA's motion for summary judgment is pages from the 1997 CBA between APA and American, including Section 1, Recognition and Scope, Section 2, Definitions, Section 13, Seniority, Section 13, Seniority, Section 17, Vacations, Displacements, Reinstatements, Furloughs and Recalls, and Letter AA and Letter CC.

52. I and my attorney wrote letters to APA concerning the current Seniority List Integration (SLI) arbitration. These letters are Exhibit 35 through 43 of APA's exhibits.

53. These letters asked specific questions about how APA or its committee AAPSIC was conducting the SLI arbitration and the reasons for its position. Several of its initial positions seemed designed only to harm the FTPs, in particular stipulating that service at Eagle would not count for purposes of "longevity" and putting the last 154 FTPs with seniority of April 30, 2008 at the bottom of the proposed seniority list below US Air pilots with higher (after April 30, 2008) seniority. Neither APA nor AAPSIC had discussed these positions with me or, to my knowledge, any FTP who had been active in Supp. W issues.

54. Previously, by letter of September 30, 2014, the AAFTPC had written to APA to ask to be included as a party in the SLI process, referencing the long history of conflict between APA and the FTPs. Exhibit 21 in the exhibits presented in opposition to APA's motion for summary judgment is a copy of the September 30 letter. In this letter, we asked (at p. 3, emphasis supplied):

If the APA is unwilling to allow the FTPs party status, please advise me what other arrangements APA will make to ensure that the FTPs are advised of APA's actions and APA's position, as well as the positions of the other participants in the seniority integration process, in a timely manner *so that the AAFTPC and the FTPs can submit comments and materials before any decisions are reached.*

1 55. By letter of October 17, 2014, APA responded to our September 30 letter.
2 Exhibit 22 in the exhibits presented in opposition to APA's motion for summary judgment is a
3 copy of the October 17 letter. In this letter, APA indicated its intention to "vigorously advocate
4 on behalf of all pre-merger American Airlines pilots, including your clients, in the upcoming
5 seniority integration proceedings" and stated the expectation "that the Association and the
6 respective merger committees will want to make the process as open as possible." At page 1, first
7 paragraph. This letter offered us the opportunity to submit materials for the committee to
8 consider, but did not directly address our request for information and opportunity to comment
9 before decisions were made.

10 56. When I learned that the SLI hearings were to start on June 29, 2015, we wrote to
11 APA again asking for specific information on AAPSIC's positions. APA Exhibit 35 is a copy of
12 this letter. APA responded (APA Exhibit 36) stating that AAPSIC submissions in the SLI
13 process would become available in due course—which I understood to mean after they were
14 submitted—and that AAPSIC was not otherwise under any duty to disclose anything to us.

15 57. We responded to APA/AAPSIC's letter (APA Exhibit 36) by letter of June 17,
16 2015. Exhibit 23 in the exhibits presented in opposition to APA's motion for summary
17 judgment is a copy of this letter. This letter again asked for information and again expressed
18 concern that APA/AAPSIC would take action harming the FTPs without consulting with FTPs
19 first.

20 58. No one from APA or AAPSIC informed me of the stipulation to exclude time at
21 Eagle or the placement of FTPs at the bottom of the seniority list before APA submitted these
22 matters in the SLI arbitration. I learned that AAPSIC had stipulated to exclude Eagle service
23 from longevity and to put the last 154 FTPs at the bottom of the integrated list only after
24 AAPSIC submitted its pre-hearing briefs on June 19, 2015. On June 25, 2015, we wrote to
25 APA/AAPSIC with questions and requests for information as to AAPSIC's actions. A copy of
26 this letter is APA Exhibit 37.

1 59. By letter of July 9, 2015, APA Exhibit 38, APA explained that it had stipulated
 2 not to include time at Eagle because only service at a mainline carrier would count for seniority
 3 because the “seniority being integrated is seniority on the mainline American and US Airways
 4 seniority lists (including their direct predecessors through mergers or acquisitions). Service on
 5 the seniority lists of other carriers (including separate regional affiliates) does not constitute
 6 service at the mainline carrier. Under the stipulation, your clients would be given seniority credit
 7 in the mainline operation in accordance with the applicable mainline collective bargaining
 8 agreement.”

9 60. We responded to APA/APPSIC’s July 9 letter on July 13. A copy of this letter is
 10 APA Exhibit 39. In this letter, we asked for responses to the questions and information to which
 11 APA/APPSIC had not responded. We repeated these requests in our July 13 letter. In our July
 12 12 letter, we noted in particular the unique situation where FTPs had been delayed from moving
 13 to American in violation of the Flow-Through Agreement (APA Exhibit 39 at pp. 3-4) so that
 14 “Eagle pilots were forced to stay at Eagle longer than justified” and “While they should have
 15 started moving to AA in 2007, they did not move to AA until 2010.” APA Exhibit 39, p. 4. We
 16 noted that this gave TWA-LLC pilots “an extra three years of longevity at AA over Eagle pilots
 17 who were kept at Eagle because of AA’s and APA’s violations of the Flow-Through
 18 Agreement.” APA Exhibit 39 at p. 4. Our letter then stated:

19 APA’s agreement on longevity to include only time at AA or
 20 mainline carriers is little more than an agreement to take advantage
 21 of APA’s prior violation of the Flow-Through Agreement, to give
 22 an additional reward to the TWA-LLC pilots who benefitted from
 23 these violations and to impose an additional burden on the Flow-
 Through Pilots who were the victims of AA’s and APA’s violation
 of their rights.

24 61. APA’s response to our July 13 letter was to refuse to respond because we had
 25 filed this case. APA Exhibit 40, its letter of August 13, 2015, states: “since your letter relates to
 26 matters which you had already made the subject of litigation when you made the request, it
 27 would be inappropriate to respond further outside the scope of the formal litigation process.”
 28

62. After APA/AAPSIC filed new briefs in the SLI process, we again wrote to APA/AAPSIC expressing our concerns and in particular noting the evidence that work at Eagle should be considered equivalent to mainline flying for purposes of any longevity factor that might be used to integrate the seniority lists. Our Letter of October 9, 2015 is APA Exhibit 41. We noted that the other committees from US Airways were urging longevity as a factor. In that situation, we stated “it is important that AAPSIC is prepared to make a stand that the longevity for purposes of an integrated seniority list includes time flying as an Eagle Captain under the terms of Supplement W.” APA Exhibit 41, p. 2. We asked also that APA/AAPSIC put on evidence to support the FTPs in this regard (on p. 3):

We reiterate: Putting this information forward in the SLI process is critical to protecting the rights of FTPs in this process, particularly both under the career expectations approach AAPSIC has adopted and to refute arguments by USAir pilots that their "mainline" experience should count and Eagle experience of FTPs should not count in forming a final integrated seniority list.

We again asked for information and an explanation of APA/AAPSIC’s positions and changes in position. APA Exhibit 41 at p. 4.

63. APA/AAPSIC did not respond to our requests specifically. APA/AAPSIC directed us to the AAPSIC website for information. APA Exhibit 42. I have regularly and repeatedly looked on the AAPSIC website. The information we requested from APA, including explanations for its actions and positions, is not there.

64. By letter of December 21, 2015 (APA Exhibit 43) we again requested APA’s position on longevity, and explained why a longevity metric should include time at Eagle. Our letter expressly noted that the other committee proposals excluded flying time at Eagle from longevity, that the East Committee had included flying at Mid-Atlantic Airlines (a regional airline that was part of US Airways) and that the West Committee states: “AAPSIC agrees with this approach” (excluding Eagle time) and that the West Committee had specifically noted that

1 AAPSIC is “the former Eagle pilots representative in this process.” We again identified issues of
 2 concern and asked for AAPSIC’s position. We specifically asked (at p. 5)

3 If AAPSIC intends to accept the point (as the West Committee
 4 asserts) that Eagle flying time is excluded from longevity
 5 calculations, please advise me as to the reasons for AAPSIC's
 6 position. In this regard, I am already aware that AAPSIC opposes
 7 any use of longevity. What I want to know is (a) does AAPSIC
 8 agree or disagree with the position that Eagle time does not count
 9 for any longevity calculation that might be used and (b) the reasons
 10 for AAPSIC's position on, this issue.

11 AAPSIC's silence on this issue will simply serve to affirm the
 12 West Committee’s position that Eagle time should be excluded,
 13 particularly (as the West Committee noted) AAPSIC is the FTPs'
 14 representative in the proceeding. Accordingly, silence is not a
 15 neutral option, but a *de facto* concession that Eagle time should be
 16 excluded. The reasons why AAPSIC should make such a
 17 concession are critical for understanding AAPSIC's position and
 18 determining if AAPSIC's actions are taken in good faith in accord
 19 with the standards applicable to its (and APA's) duty of fair
 20 representation.

21 65. APA’s response was to again assert this case as a reason not to respond. By letter
 22 of January 7, 2016 (APA Exhibit 45) APA/AAPSIC stated:

23 In view of that ongoing litigation, I do not think it would be
 24 appropriate for APA or the seniority integration committees to
 25 comment on the arguments presented in your letter or to provide
 26 you with the information you requested regarding the positions that
 27 may be taken by the American Airlines Pilots Seniority Integration
 28 Committee ("AAPSIC") in the seniority integration arbitration.

29 APA said it would distribute our letter to the AAPSIC, but would give us no specific information
 30 or explanation of its position or actions.

31 66. At this point, APA’s actions have already harmed the FTPs’ interests in the SLI
 32 process. Whatever happens, the interests of the FTPs have been largely ignored and left
 33 unrepresented in this process.

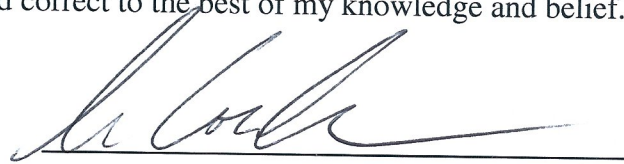
1 I declare under penalty of perjury under the laws of the United States and the State of
2 California that the foregoing is true and correct to the best of my knowledge and belief.

3 Dated: March 31, 2016

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6 Gregory R. Cordes
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