

Charge of Discrimination – Statement of Harm

PERSONS INVOLVED

Jo Linda Roby, Flight Attendant, on behalf of herself and others similarly situated
Frontier Airlines

DATE OF INCIDENT

September 17, 2015 to the present, and ongoing.

SUMMARY OF DISCRIMINATORY CONDUCT

I am a flight attendant employed by Frontier Airlines (“Frontier”). I bring this charge on behalf of myself and others who are similarly situated because Frontier is systematically failing to accommodate the needs of its pregnant and breastfeeding flight attendants. Frontier subjects its flight attendants to policies and practices that discriminate on the basis of sex, pregnancy, childbirth, and disability. In particular, Frontier has refused to provide me with accommodations related to pregnancy or adequate on-the-job accommodations that would allow me to return to work while continuing to express breast milk. It has also prohibited me from pumping breast milk while I am on duty. Frontier has had and continues to have a pattern or practice of discriminating on the basis of sex and pregnancy by denying on-the-job accommodations or temporary light duty assignments to flight attendants for reasons related to pregnancy and breastfeeding, although it maintains a policy of providing light or modified duty assignments to flight attendants who are injured on-the-job, and reasonable accommodations to people with disabilities under the Americans with Disabilities Act (“ADA”). Finally, Frontier maintains a strict “dependability” policy that subjects employees to progressive discipline based on absences and discriminates against flight attendants based on pregnancy and disability, and pregnancy-related disability. These policies and practices violate the laws of the United States and the State of Colorado, including Title VII of the Civil Rights Act of 1964, the ADA, the Colorado Antidiscrimination Act (“CADA”), Colorado’s Pregnant Workers Fairness Act (“PWFA”), and Colorado’s Workplace Accommodation for Nursing Mothers Act (“WANMA”).

As a result of Frontier’s policies and practices, I have been on unpaid medical leave since March 7, 2017, and have suffered from stress, anxiety, and financial harm. I fear that I must put my health and breast milk supply at risk, or lose my job. Because Frontier’s policies and practices remain in place, I continue to be subject to them and am affected by them on an ongoing basis. I file this charge to obtain redress for the harms I have suffered and continue to suffer, and to force Frontier to change its policies and practices in order to better accommodate the needs of flight attendants who are pregnant and breastfeeding.

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PARTICULARS

Summary

1. I have been a flight attendant at Frontier since 2004. After becoming pregnant in 2015, I worked until October 15, 2015 and gave birth to my daughter on December 1, 2015. Under Frontier's policies and practices, flight attendants are not entitled to any specified period of maternity leave, but rather, must use whatever FMLA and accrued sick days remain in their leave bank. While I would have liked to take a longer maternity leave, I was originally scheduled to return to work on February 10, 2016, when my daughter was two months old.
2. When I returned to work on April 10, 2016—having received a two-month unpaid medical leave extension—I was still exclusively breastfeeding my four-month-old daughter and needed to express breast milk every three to four hours while at work. Because Frontier has no policy for flight attendants who need to pump breast milk, I was obligated from April 2016 through December 2016 to use a pump to express breast milk in the family bathroom at Denver International Airport ("DEN") and in the lavatory on board the aircraft at an appropriate time in between my active duties.
3. On December 26, 2016, I approached Frontier to ask about accommodations related to breastfeeding and pumping. I was never provided any on-the-job accommodations, but was offered unpaid Company Offered Leaves of Absence ("COLAs") for the next two months. When I could no longer afford to take any more unpaid leave, I renewed my request for on-the-job accommodations. Frontier denied my requests and told me that I was prohibited from pumping while on the aircraft at all—despite the fact that I often have to work 10-12 hour days and that I had been pumping on the aircraft for several months with no adverse consequences.
4. Because Frontier failed to accommodate my need to pump every 3-4 hours, I had no option but to apply for unpaid medical leave, which I am still on today. As a result of Frontier's actions, I have had to choose between performing my job and earning a living on the one hand, and continuing to breastfeed my child on the other. I have suffered, and continue to suffer, emotional and financial harm.
5. Frontier's "dependability" policy has also harmed me by placing me at risk of accrual of points and progressive discipline for any future pregnancy- or disability-related absences, and places me at greater risk of losing my job should I accrue any additional points for any reason once I return to work.

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Professional Background

6. I have at all relevant times been employed as a flight attendant by Frontier. I began working as a flight attendant at Frontier on March 15, 2004, and have remained employed as a flight attendant by Frontier for more than thirteen years.
7. Prior to working at Frontier, I was a flight attendant at Air Wisconsin for three years.
8. As of April 1, 2017 my qualifications as a flight attendant were current. I am a member of the Association of Flight Attendants (“AFA”), the union that represents Frontier flight attendants.
9. Frontier is a commercial airline and maintains a hub at DEN. I live in Boise, Idaho, and commute to my base at DEN.

Frontier’s Policies and Practices

10. Frontier requires a flight attendant to notify the airline immediately once her physician has confirmed her pregnancy. Pregnant flight attendants must present a release on a monthly basis, signed by a physician, certifying their ability to perform Flight Attendant duties. CBA Art. 12(F)(1), attached as Exhibit A
11. Frontier’s Dependability Policy assigns points to flight attendants for attendance “occurrences” such as absenteeism or tardiness—including sick days. Employee Handbook § 12.05.0.7, attached as Exhibit B Flight attendants receive 1.5 points per sick day even if they have a medical excuse from their doctor. *Id.* Points “roll off” after twelve months. *Id.* at §§ 12.05.0.7, 12.05.1.3. Flight attendants begin to face disciplinary action after receiving three to four points and are terminated after receiving eight points. *Id.* at § 12.05.0.7. Flight attendants with perfect attendance records receive a maximum of six hours (three hours if part time) of pay over a twelve-month period. *Id.* Flight attendants with six months of perfect attendance are also awarded two credit points to their “bank” of available days for the next twelve months. *Id.* Leaves of absence, including for reasons related to pregnancy and childbirth, freeze the twelve-month clock for purposes of permitting points to “roll off.” *Id.* at § 12.05.1.3.
12. Frontier does not have any policy providing for a specified amount of maternity leave following birth for flight attendants. CBA Art. 12(F). Flight attendants who are eligible for Family Medical Leave may take FMLA days to recover from childbirth, and those who are ineligible for FMLA may apply for medical leave. Employee Handbook §§ 08.05.4.3, 08.05.4.5, 08.05.5. Medical leaves are “never guaranteed,” are available to flight attendants who have worked for Frontier for at least 90 days, and are granted only for an employee’s own illness, injury, or pregnancy. Employee Handbook § 08.05.5; CBA

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Art. 12(G)(1)-(2). Under the collective bargaining agreement, sick leave must be used and vacation days may be used during maternity leave, otherwise maternity leave is unpaid. CBA Art. 12(F)(3). Short term disability is available for those flight attendants who have purchased optional insurance. Employee Handbook § 07.05.1.1.

13. Frontier has a policy under which, after an employee has been on a leave of absence for 90 days, the employee bears the full cost of medical, dental, vision, life, and disability insurance. Employee Handbook § 08.05.
14. Frontier does not make temporary alternative job assignments available to flight attendants who are pregnant and unable to fly, or for flight attendants who are breastfeeding. By contrast, Frontier maintains a policy under which it provides reasonable accommodations under the ADA to qualified individuals with disabilities (including accommodations such as job restructuring, modified work schedules, reassignment to vacant positions, and adjustment or modification of policies), *see* Employee Handbook §§ 05.05.3.1-2, and “light/modified duty” to individuals who are injured on-the-job, *see also* CBA Art. 12(H)(2).
15. Frontier has no formal policy addressing the needs of flight attendants who are breastfeeding. Further, Frontier has explicitly denied my request for permission to pump on board the aircraft at all while I am on duty. By contrast, Frontier does not police flight attendants’ breaks or use of the restroom while on duty to take care of other physiological needs, such as going to the bathroom.
16. Frontier has also denied my request for assistance in bidding for a schedule that would provide me with adequate breaks to express breast milk between flights. *Id.*
17. Flight attendants at Frontier commonly work up to 10-12 hours a day, and occasionally more (up to sixteen hours a day) during Irregular Operations, with flight times ranging from approximately one to five hours. Frequently, flight attendants have overnight trips of two to four nights in length, spanning multiple cities. There is typically a period of time lasting around 45 minutes between flights; however, flight attendants are required to report to the aircraft 45 minutes before the next departure and have duties on board both after the plane lands and prior to the next departure. *See* CBA Art. 4(E), Exhibit A. The flight attendants’ duties of deplaning, cleaning, and reboarding the aircraft frequently take up all the available time on the ground between flights such that they are generally unable to leave the plane between flights. Additionally, the period on the ground is sometimes compressed due to flight delays. Accordingly, the time between flights is not sufficient to permit flight attendants who are breastfeeding to leave the aircraft in order to pump milk at a designated location in the airport.

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18. Frontier has designated some lactation rooms at airport outstations for use by employees who are pumping. See Lactation Rooms list, attached as Exhibit D. However, those rooms are in most cases located too far from departure/arrival gates to permit flight attendants sufficient time to access them, express breast milk, and return to the gate. These lactation rooms are therefore not located in “close proximity” to flight attendants’ “work area.”
19. Moreover, Frontier does not provide additional break time for the purpose of allowing employees to express breast milk for their nursing child for up to two years after the child’s birth.

My Need for Accommodations Related to Breastfeeding

20. It is important to me that my daughter be fed exclusively breast milk, and not formula, during the first six months of her life, in accordance with medical recommendations, and that she be breastfed for one to two years after birth even after she starts eating solid food. I want my daughter to have the health benefits of breast milk, and I value the bonding experience that I share with my daughter during breastfeeding.
21. Women who feed their babies with breast milk but who cannot be with their babies at all times need to express breast milk, usually by using a breast pump. This ensures that there is a supply of milk available for the baby when they are not present to breastfeed, and helps maintain women’s supply and production of breast milk. If a woman does not breastfeed or express breast milk at frequent intervals, her breast milk supply will decrease and she may stop producing breast milk altogether. She will also experience pain and discomfort, and could develop blocked breast ducts or mastitis, which is an infection of the breast tissue.
22. I was and remain aware that without the ability to pump breast milk at work, I would be unable to maintain a sufficient milk supply and would be at risk of experiencing these complications.

Frontier’s Discriminatory Actions Related to Pregnancy, Childbirth and Breastfeeding

23. I became pregnant with my daughter in February 2015 and worked until the 34th week of my pregnancy. I disclosed my pregnancy to Frontier around May 2015 when I called the General Office to request a maternity uniform. Aside from 3.86 hours that was covered by accrued paid sick leave, and coverage from optional short term disability insurance, my parental leave was unpaid.
24. In September and October 2015, I accrued 2.5 points under the dependability policy for sick day absences due to a condition that was exacerbated by my pregnancy. Email from

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CATS Notification dated 2/3/17, attached as Exhibit E. Because of Frontier's policy, four of my occurrences have remained on my record for an extended rolling period as a result of my leaves of absence, and I have not been able to receive perfect attendance credit points or extra pay. *See id.*

25. I gave birth to my daughter on December 1, 2015, and was scheduled to return to work on February 10, 2016. However, I requested and was ultimately granted a two-month medical leave extension until April 9, 2016. Non-FMLA Certification dated 1/12/16 attached as Exhibit F; *see also* email from Jo Roby dated 1/13/16 and response from Jeffrey Varney dated 1/14/16, attached as Exhibit G. During the time I was preparing to return to work, no one from Frontier ever asked me whether I intended to continue breastfeeding or whether I would need any accommodations upon my return to work. Frontier never shared with me any policies related to flight attendants who are returning to work and are breastfeeding.
26. After I returned to work on or around April 10, 2016 and until December 2016, I used a breast pump to express milk on the aircraft in the lavatory and in the family bathroom at DEN. Several flight attendants who had breastfed their children told me that they and other flight attendants would simply pump on board the plane during quiet periods of a flight. I was unaware of any Frontier policy that forbade me from doing so, and was never told that this behavior was not permitted.
27. From April to December 2016, I attempted to pump before each originating flight, during flights, and at hotels. It is generally not feasible to pump on the ground in between flights because the time between flights is so short (typically around 45 minutes) and I am generally engaged in active duties related to deplaning and boarding passengers, preparing the airplane for the next flight, and conducting the required safety checks.
28. During trips, I necessarily pumped when the plane was in flight, in between the times when I was actively engaged in my duties. Once the plane is airborne, flight attendants' duties include snack and beverage service, collecting trash, and responding to individual passenger inquiries, resulting in long periods when many of us are unoccupied.
29. When I needed to express breast milk during a flight, I would mention to a fellow flight attendant that I was going to pump in the lavatory. I did not request prior permission or inform a supervisor because I knew that pumping in the lavatory was a widespread practice among nursing flight attendants. I believed that expressing breast milk was equivalent to addressing other biological needs, like going to the bathroom, which flight attendants are permitted to do without advance clearance from anyone.

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30. I would have preferred not to have to pump breast milk in the aircraft lavatory, if it could be avoided. The lavatory is unsanitary for this purpose and cramped. It is also inadequate under WANMA, which requires that employers provide space, other than a toilet, in close proximity to the work area where the employee can express breast milk in private.
31. Pumping in the family bathroom at DEN is also unsanitary. On one occasion, two cockroaches ran across the bathroom floor while I was pumping. On another occasion, the cleaning staff cautioned me against using the family bathroom to pump because there had been urine all over the floor.
32. At the end of November 2016, I decided to bid for, and received, a COLA for January 2017.
33. Because I was finding it increasingly difficult and increasingly unpleasant to pump in family bathrooms and the aircraft lavatory, I decided to reach out to Frontier to find out what other accommodations were available. On December 26, 2016, I emailed Ms. Kari Thompson, Ms. Laura Rush, and Jerry Arellano, and asked for: (1) information on what pumping accommodations are provided at the Denver airport near the crew room; (2) confirmation that I would not be disciplined for pumping on the aircraft during an appropriate time of the flight; and (3) preference for trips that do not include red-eyes. Email from Jo Roby dated 12/26/16, attached as Exhibit H.
34. In late December 2016, I bid for, and received, another COLA for February 2017.
35. On January 5, 2017, Mr. Arellano replied to let me know that my request was under review, and that he would follow up once he had updated information. Email from Gerardo Arellano dated 1/5/17, Exhibit H.
36. On January 13, 2017, I received a phone call from Mr. Arellano. He said that Frontier might be offering COLAs again for March and if not then we could touch base again in February. I asked whether he was solely proposing time off, to which he said "well that's what you need for the expressing, right?" I replied that the time off was helpful, but that I would also like to know what options would be available for when I returned to work. He stated that there were pumping locations at every airport that Frontier flies into. When I asked where the pumping location was at the Denver airport he said he did not know because he "didn't have the list in front of him."
37. On January 17, 2017, Mr. Arellano confirmed by email that Frontier would be offering COLAs again in March. Email from Gerardo Arellano dated 1/17/17, attached as Exhibit I. I did not bid for a March COLA because the bidding deadline was earlier than expected

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and I was unsure whether it was financially feasible for my family to take another month of unpaid leave. I was therefore scheduled to return to work on March 7, 2017.

38. On January 26, 2017, I emailed Mr. Arellano to again inquire about pumping accommodations for my return to work, proposing the same potential accommodations I had suggested in my previous email message. Email from Jo Roby dated 1/26/17, attached as Exhibit C.
39. On February 9, 2017, Mr. Arellano emailed to express his disappointment that I did not take advantage of a March COLA because it “would have been a great option” for me. Email from Gerardo Arellano dated 2/9/17 at *id*. He asked that I submit a Request for Accommodation and Medical Certification form signed by my doctor before we discussed next steps regarding accommodations. *Id*.
40. On February 10, 2017, I replied to Mr. Arellano to say that I had financial concerns about taking additional unpaid leave. Email from Jo Roby dated 2/10/17 at *id*. I also reiterated my request for information on the pumping locations at the airports that Frontier flies into and confirmation that I would not be disciplined for pumping on board, and sought a copy of the flight attendant job description to help my doctor complete the Request for Accommodation form. *Id*.
41. On February 15, 2017, Mr. Arellano provided a list of lactation rooms at Frontier’s outstations and the flight attendant job description. Email from Gerardo Arellano dated 2/15/17, attached as Exhibit J; Flight Attendant Job Description, attached as Exhibit K; Lactation Room List, attached as Exhibit D. He stated that “due to safety, for yourself and others, we are unable to honor your request to express on the plane.” Email from Gerardo Arellano dated 2/15/17, Exhibit J.
42. On February 24, 2017, I submitted my Request for Accommodation form, in which my doctor indicated that I had a medical need to express breast milk every three to four hours for approximately twenty minutes in a clean and convenient location, and to have a schedule without red-eye flights. Request for Accommodation and Medical Certification dated 2/24/17, attached as Exhibit L; Email from Jo Roby dated 2/24/17 at Exhibit J.
43. On February 27, 2017, Mr. Arellano indicated that he would review my submitted Request for Accommodation paperwork. Email from Gerardo Arellano dated 2/27/17, Exhibit J. He also suggested that Frontier was again offering April COLAs and Job Shares (reduced hours). *Id*. I ultimately bid for and was granted a Job Share for April.

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44. On March 6, 2017, one day before I was scheduled to return to work, Mr. Arellano denied, via email, my request to pump while on duty, on the ground or in flight, “for [my] safety and the safety of others.” Email from Gerardo Arellano dated 3/6/17, Exhibit C. He also denied my request for trip preferences that are feasible for my pumping schedule. *Id.* Instead, Mr. Arellano recommended that I should simply bid for trips that allow me to express breast milk every three to four hours and do not include red-eyes. *Id.* He noted that I “have complete control with the types of trips [I] bid for.” *Id.* He also recommended that I bid for an unpaid April COLA. *Id.*
45. That same day, I replied to clarify Mr. Arellano’s recommendation. Email from Jo Roby dated 3/6/17 at Exhibit C. I described my upcoming trip schedule in detail and explained that if I was not permitted to pump on board then I would be unable to pump for a period of approximately 7-8 hours, which is nearly twice as long as my doctor recommends. *Id.* I also explained that there were no available trips that would meet my medical requirements—*i.e.*, commutable trips that do not include red-eyes with short legs and adequate ground time to pump every three to four hours. *Id.* I again requested information on an approved lactation room in DEN, which was not included in the list of approved lactation rooms that Mr. Arellano previously provided. Email from Jo Roby dated 3/6/17 at Exhibit C. To date I have not received a response from Frontier regarding an approved, accessible pumping location in DEN.
46. Mr. Arellano replied the next day that he was willing to have a meeting at the Frontier Airlines General Offices in Denver to answer questions about my accommodation request. Email from Gerardo Arellano dated 3/7/17 at Exhibit C. He reiterated that my schedule remains my responsibility, and that if my doctor recommends that I not fly due to my medical restrictions then “[he] would recommend [I] follow up with our Leave of Absence Department and apply for a leave of absence.” *Id.*
47. I responded that I would meet with Frontier if the company was willing to reconsider my accommodation request, but that if it was not, then a meeting would be futile. Email from Jo Roby dated 3/7/17 at Exhibit C. I was medically unable to complete my scheduled March trips without the ability to express breast milk every three to four hours while at work. Despite being ready and willing to go back to work with adequate medical accommodations, my only feasible option was to miss my scheduled trip beginning March 7 and request unpaid medical leave.
48. Despite three separate requests for information on where to pump in the Denver airport near the crew room, I have still not received information on available lactation rooms in Denver. See Emails from Jo Roby dated 12/26/16, 1/26/17, 3/6/17, Exhibits C and H.

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49. I understand that on March 8, 2017, the ACLU and the law firm Holwell Shuster & Goldberg LLP wrote a letter to Howard Diamond, Senior Vice President, Secretary, and General Counsel of Frontier, to inform Frontier of my experiences of being subjected to discriminatory policies and practices related to pregnancy and breastfeeding, and to demand that Frontier immediately revise those policies and practices. *See* Letter to Littler Mendelson, PC dated 3/8/17, attached as Exhibit M. I understand that my attorneys had a phone conference on March 10, 2017 with Danielle Kitson at the law firm Littler Mendelson P.C. that is representing Frontier, and that Frontier adhered to its position of refusing to provide any adequate workplace accommodations.
50. Frontier's policies and practices have put me in the position of being forced to either give up breastfeeding or give up paid work. Frontier's policy of refusing to provide on-the-job accommodations means that I am not permitted to express breast milk while on duty, even if I could find the time in between flights. It means that I would have to go up to twelve hours without pumping, or even longer in Irregular Operations due to delays. And because I am currently nursing every three to four hours for approximately twenty minutes, I would have to put my health at risk or be forced to stop breastfeeding in order to return to work.
51. Until I receive adequate workplace pumping accommodations, I will have no other option than to remain on unpaid medical leave. Accordingly, on March 10, 2017, I submitted a request for FMLA signed by my doctor that was approved until April 6, 2017. FMLA Certification dated 3/10/17, attached as Exhibit N; email from LOA dated 3/17/16, attached as Exhibit O. On March 31, I submitted my request for a 30-day FMLA extension, which was approved through May 31, 2017. Email from Jo Roby dated 3/31/17, attached as Exhibit P; email from LOA dated 4/5/17, attached as Exhibit Q. My request for a subsequent medical leave extension was granted through June 30, 2017. Email from LOA dated 5/8/17, attached as Exhibit R.
52. Frontier's policies allow for accommodations and light or modified duty for on-the-job injuries and disability. I also believe that Frontier has provided workplace accommodations to other flight attendants for reasons unrelated to pregnancy and breastfeeding. By contrast, Frontier has denied my requests for on-the-job accommodations related to pregnancy and breastfeeding.
53. In addition, Frontier has had and continues to have a pattern or practice of denying pregnancy-and breastfeeding-related accommodations to female flight attendants.
54. Because Frontier fails to offer paid maternity leave, I had already taken unpaid leave at the end of my pregnancy. I also took as much unpaid time off during my COLAs as my family could afford. Being forced to take additional unpaid leave is causing me to suffer financial harm from my resulting loss of income, bearing the full cost of healthcare

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insurance after 90 days on a leave of absence, and failure to accrue sick and vacation time.

Discrimination Statement

55. Frontier has discriminated against me because of pregnancy-related disabilities and because of my sex, my pregnancy, and a condition related to my pregnancy and childbirth—specifically, lactation. Frontier’s policies and practices violate the laws of the United States and the State of Colorado, including Title VII of the Civil Rights Act of 1964, the ADA, and CADA, as amended by the PWFA, as well as Colorado’s WANMA¹ in several ways:

- a. Frontier’s ongoing policy and pattern or practice of prohibiting employees from pumping breast milk while on duty and failing to provide employees who are breastfeeding with access to on-the-job workplace accommodations such as schedule modifications, medically necessary breaks, or adequate facilities to express breast milk constitute disparate treatment on the basis of sex, and have a disparate impact on female flight attendants, in violation of Title VII and CADA.
- b. Frontier’s ongoing policy and pattern or practice of failing to provide flight attendants with temporary job reassignments for reasons related to pregnancy or breastfeeding constitute disparate treatment on the basis of sex, and have a disparate impact on female flight attendants, in violation of Title VII and CADA.
- c. Frontier’s ongoing policy and pattern or practice of failing to provide flight attendants with workplace accommodations related to pregnancy and breastfeeding such as paid leave, temporary job reassignments, schedule modifications, medically necessary breaks, or private, sanitary, and accessible facilities to express breast milk, violate Colorado’s PWFA.
- d. Frontier’s dependability policy, under which points may be assigned for pregnancy-related sick days despite certification from a doctor, violates Title VII, the ADA, and CADA.
- e. Frontier’s ongoing policy and pattern or practice of requiring immediate notification of pregnancy upon confirmation of the pregnancy by a doctor constitute facially

¹ WANMA requires employers to (i) provide break time to allow employees to express breast milk for their nursing child for up to two years after the child’s birth; and (ii) provide private space, other than a toilet, in close proximity to the “work area,” where the employee can express breast milk in private. Frontier has failed to provide sufficient break time or a private space other than a toilet in close proximity to my work area where I can express breast milk in privacy as required by law. These claims are not discussed in detail because the EEOC and the Colorado Civil Rights Division do not enforce WANMA.

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discriminatory treatment on the basis of sex in violation of Title VII and CADA, and are not justified as a bona fide occupational qualification (“BFOQ”).

Remedies Requested

56. As a result of Frontier’s conduct, I have suffered from lost income and other financial harm, stress and anxiety, emotional distress, and fear that I would lose my job.

57. I continue to be subject to Frontier’s policies and practices on an ongoing basis. These policies and practices remain in place, and have impacted and continue to impact any plans I make relating to my family and personal reproductive decisions.

58. Accordingly, I am seeking the following relief:

- a. A finding that Frontier’s policies and practices violate Title VII, the ADA, the CADA, and Colorado’s PWFA;
- b. A policy extending parental leave for a period of time sufficient to medically recover from childbirth, and additional leave for bonding to be made available to male and female parents.
- c. Revocation of the policy requiring pregnant flight attendants to notify Frontier Airlines as soon as they learn that they are pregnant.
- d. A policy permitting flight attendants to seek a temporary modified duty assignment to a ground position when they are ineligible or unable to fly due to pregnancy and during the period when the need to express breast milk precludes them from working for continuous periods without regular breaks;
- e. A policy excusing flight attendants from accruing dependability points for medically certified absences related to pregnancy or disability, including pregnancy-related disability, and preventing flight attendants from being penalized under the policy for leaves of absence related to pregnancy, disability, recovery from childbirth, and related conditions including lactation.
- f. A policy permitting flight attendants who are breastfeeding to pump while on duty, including but not limited to at an appropriate time on board during flight, during training, and at airports;

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- g. Designation of adequate facilities (consisting of a convenient, private location other than a lavatory or restroom) for pumping on aircraft, during training, and at airports.
- h. Publication of a list of breastfeeding and pumping resources, including a list of adequate, accessible facilities (a convenient, private location, other than a lavatory or restroom), at each outstation and at DEN where breastfeeding employees may pump breast milk. Every airport is already required by law to have facilities available for its hourly employees to pump breast milk;
- i. At a minimum, a policy permitting (but not requiring) pumping in the lavatory on the aircraft on an as-needed basis for the minimum amount of time medically necessary, as permitted by safety and operational needs.
- j. A policy explicitly permitting medical leave for employees whose need to express breast milk precludes them from working for continuous periods without regular breaks, notwithstanding the accommodations provided for above.
- k. Compensatory and punitive damages for the lost income, additional out-of-pocket expenses, and emotional distress resulting from my being forced onto unpaid medical leave due to Frontier's failure to accommodate breastfeeding.

Signature: 
Jo Roby, Charging Party

Date: 5/15/2017