

Charge of Discrimination—Statement of Harm

PERSONS INVOLVED

Stacy Rewitzer (nee Schiller), Flight Attendant, on behalf of herself and others similarly situated
Frontier Airlines

DATE OF INCIDENT

September 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, including 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 August 2016, 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.

STATEMENT OF HARM
CHARGING PARTY STACY REWITZER
RESPONDENT FRONTIER AIRLINES

PARTICULARS

Summary

1. I have been a flight attendant at Frontier since May 2006. I became pregnant in 2015 and had a high-risk pregnancy, which required that I be placed on Family Medical Leave Act ("FMLA") leave during my first trimester. During my pregnancy, I missed work due to pregnancy-related illnesses and accrued points under Frontier's "dependability policy". Because of Frontier's policies and practices, these points remain on my record to date.
2. I stopped flying on February 11, 2016 and gave birth to my son on May 17, 2016. 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, it was limited to twelve weeks of unpaid medical leave, offset by some accrued vacation days.
3. I was scheduled to return to work on August 9, 2016, when my baby was just three months old. Because I was still breastfeeding, I approached Frontier to seek on-the-job accommodations related to my physiological need to express breast milk. I also inquired about breaks and places to pump breast milk, scheduling adjustments, and temporary ground assignments. Frontier denied my requests for a temporary ground assignment and on-the-job accommodations, and said my only option was to return to work without modifications. I had no option but to seek an unpaid "non-FMLA medical leave." Frontier approved the continuation of this leave on a month-by-month basis—currently I am approved through June 7, 2017. As a result of Frontier's failure to provide on-the-job accommodations or temporary job reassignment, I have suffered emotional and financial harm from being forced to take unpaid leave.
4. Frontier's "dependability" policy has also harmed me by penalizing me for pregnancy- and disability-related absences, and failing to honor my requests to have those absences recategorized as an approved medical leave and the associated points removed. As a result of the points remaining on my record, I am at greater risk of losing my job should I accrue any additional points for any reason once I return to work.

Professional Background

5. I have at all relevant times been employed as a flight attendant by Frontier. I began working as a flight attendant at Frontier on May 22, 2006. I have been employed by Frontier as a flight attendant for 11 years.

STATEMENT OF HARM
CHARGING PARTY STACY REWITZER
RESPONDENT FRONTIER AIRLINES

6. As of July 2016, 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.
7. Frontier is a commercial airline and maintains a hub at Denver International Airport (“DEN”). I live in Denver and am based out of DEN.

Frontier’s Policies and Practices

8. 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.
9. Frontier’s Dependability Policy assigns points to flight attendants for attendance “occurrences” such as absenteeism or tardiness—including sick days. Employee Handbook § 12.05.07, attached as Exhibit B. Flight attendants receive 1.5 points per sick day even if they have a medical excuse from their doctor, unless the sick time is approved as a leave of absence with adequate documentation. *Id.* at §§ 12.05, 12.05.0.7. Points “roll off” after twelve months. *Id.* at §§ 12.05.07, 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 § 12.05.07. 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.
10. 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 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.

STATEMENT OF HARM
CHARGING PARTY STACY REWITZER
RESPONDENT FRONTIER AIRLINES

11. 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.
12. 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).
13. 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 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.
14. 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.*
15. Flight attendants at Frontier commonly work 10 to 12 hours a day, and occasionally more (up to 16 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), attached as 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.
16. Frontier has designated some lactation rooms at airport outstations for use by employees who are pumping. However, even if there were enough time between flights to deplane, 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.”

STATEMENT OF HARM
CHARGING PARTY STACY REWITZER
RESPONDENT FRONTIER AIRLINES

17. 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

18. It is important to me that my son be fed exclusively breast milk, and not formula, during the first six months of his life, in accordance with medical recommendations, and that he be breastfed for one to two years after birth even after he starts eating solid food. I want my son to have the health benefits of breast milk, and I value the bonding experience that I share with my son during breastfeeding.
19. 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 ducts or mastitis, which is an infection of the breast tissue.
20. 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 Conduct Related to the Dependability Policy

21. I became pregnant with my son in August 2015 and worked until the 28th week of my pregnancy. Per Frontier's policy and because my pregnancy was high risk, I disclosed my pregnancy to Frontier in or around September 2015 after it was confirmed by my physician.
22. During my second trimester, Frontier approved some medical leave for a few pregnancy-related sick day absences. *See, e.g.,* Non-FMLA Leave Certification dated 12/18/15, attached as Exhibit C.
23. In January 2016, I began experiencing additional pregnancy complications, including insomnia, fatigue, and digestive issues. *See* Non-FMLA Leave Certifications dated 1/13/16 and 2/5/16, attached as Exhibit C. I took sick days and missed my scheduled trips on January 2-6 and January 10-14 due to pregnancy and these pregnancy-related disabilities. As a result, I accrued three points under the dependability policy, resulting

STATEMENT OF HARM
CHARGING PARTY STACY REWITZER
RESPONDENT FRONTIER AIRLINES

in my having a total of 7.5 dependability points. This left me half a point away from being terminated due to attendance occurrences.

24. I requested further excused days off for my upcoming trips from February 7 to 11 in order to avoid accruing more points under the dependability policy, because I was still experiencing pregnancy-related health complications, and my doctor had advised me that flying would be risky.
25. On the morning of February 4, 2016, I received an email from Shelly Leyner, Frontier's Disability Program Management Supervisor, notifying me that I was ineligible for a non-FMLA leave, claiming that my doctors had not classified my pregnancy as "high risk." Email from Shelly Leyner dated 2/4/16, attached as Exhibit D. Ms. Leyner added that Kari Thompson was willing to review a request for personal leave if I wished to submit such a request.
26. The same day, I emailed Ms. Thompson, Manager of InFlight Services, to request an unpaid personal leave for the trip on February 7 to 11, explaining that I did not feel it was safe for me to fly and perform my job due to my insomnia, and that I was seeking medical care for pregnancy complications. Email from Stacy Rewitzer dated 2/4/16, attached as Exhibit E. Ms. Thompson replied the same day and denied my personal leave request. She wrote that "no personal leaves can be granted for those dates" because the dates coincided with Super Bowl weekend, which was one of the "highest call-off weekends of the year." Email from Kari Thompson dated 2/4/16, attached as Exhibit E. She indicated that if I was ineligible for intermittent FMLA leave, then I must call in sick and incur the 1.5 dependability points. *Id.*
27. On February 5, 2016, I submitted a second request for medical leave and attached a certification from my doctor that my pregnancy was high risk due to my having undergone infertility treatment, and therefore requested that the points I had accrued in January should be recategorized. I further sought an approved leave for the trip scheduled February 7 to 11 on the same grounds. Non-FMLA Leave Certification dated 2/5/16, attached as Exhibit C. I then called Ms. Leyner to ask that my request for leave be approved before the end of the day. I explained that my doctor had advised me that flying the upcoming trip would be risky. I emphasized that I was at 7.5 dependability points and was at risk of termination if I had to miss the trip without having an approved medical leave. Ms. Leyner responded that she was trying to leave the office early on that day and probably would not have time to approve my medical leave request.
28. I feared that if I did not work the February 7 to 11 trip as scheduled I would receive an additional 1.5 dependability points and be terminated for exceeding the 8-point limit. Therefore, I worked the trip despite my great anxiety and my doctor's recommendation.

STATEMENT OF HARM
CHARGING PARTY STACY REWITZER
RESPONDENT FRONTIER AIRLINES

29. Immediately after the trip on February 11, 2016, I stopped working and went on leave for the remainder of my pregnancy.
30. Since that time, I have made repeated requests to have the three points I accrued in January for pregnancy complications recategorized as medical leave and thus have those points removed from my record. *See, e.g.*, Emails from Stacy Rewitzer dated 5/4/16, 5/13/16, 5/25/16, 7/18/16, 8/1/16, 8/12/16, 10/6/16 and 10/23/16 attached as Exhibits F-I. I also met with Ms. Leyner in person on April 29 to discuss the recoding. None of these efforts resulted in a determination regarding reclassification.
31. On August 11, 2016, I finally received an email from Mr. Arellano informing me: “at this time we are unable to re-code your sick leave effective 01/02/16 through 01/14/16.” Email from Gerardo Arellano dated 8/11/16, attached as Exhibit I.
32. The 7.5 points I had accrued prior to my medical leave remain on my record because I have been on medical leave ever since, and because medical leave stops the clock for purposes of allowing dependability points to roll off. These dependability points remain on my record despite multiple certifications from my doctor that the three points from the January 2-6 and January 10-14, 2016 absences were related to my high-risk pregnancy and pregnancy–related disabilities, and despite my repeated attempts to reclassify those points as excused medical leave.
33. These points will remain on my record for as long as I remain on unpaid leave, and will prevent me from receiving perfect attendance credit points or extra pay once I return to work until they are allowed to roll off.

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

34. Because I had exhausted my FMLA during the first trimester of my pregnancy, the leave I took following February 11, 2016 was “non-FMLA medical leave” and personal leave. Aside from sixteen days that were covered by accrued paid vacation leave and coverage from optional short term disability insurance, the leave was unpaid.
35. I gave birth on May 17, 2016 by cesarean section, and was scheduled to return to work on August 9, 2016. My doctor certified that I could return to work but would not be able to lift, push, pull, or carry more than 25 lbs. Fitness-for-Duty Certification dated 7/7/16, attached as Exhibit J.
36. On August 23, 2016, I met with Ms. Julie Pariseau, Frontier’s Manager in Workers Compensation & Leaves of Absence, to discuss breastfeeding accommodations for my return to work. She asked me why I was not resigning due to my need for breastfeeding accommodations. I responded that I wanted to work and that my career is important to

STATEMENT OF HARM
CHARGING PARTY STACY REWITZER
RESPONDENT FRONTIER AIRLINES

me. I raised the possibility of a temporary ground assignment. I explained that I did not want to pump in a bathroom or airplane lavatory because it was unsanitary, and requested a place other than a restroom to express breast milk every two to three hours. Ms. Pariseau gave me a list of approved lactation rooms at outstations at that meeting. She also suggested that I bid for trips with adequate ground time or shorter turns to allow for breaks to pump on the ground before and after the flight.

37. Without accommodations, it is impossible to bid for and obtain a schedule that would consistently provide short enough flights and a long enough time on the ground between flights to allow me to pump, without resorting to pumping during the flight.
38. Shortly after the August 23 meeting, I received notice that Ms. Pariseau had placed me on a non-FMLA medical leave until September 10, 2016. On August 26, 2016, I emailed Ms. Pariseau to inform her that I would be willing to continue working for Frontier in another capacity, if it was not possible to receive accommodations while performing my duties as a flight attendant. I suggested that I could work at Frontier's General Offices one or two days a week to help with hiring or fill in for someone who was on vacation. Email from Stacy Rewitzer dated 8/26/16, attached as Exhibit K. She never responded to this request.
39. I emailed Ms. Pariseau again on September 30, 2016 to indicate several other accommodations that would allow me to continue performing my job while expressing breast milk: (1) breaks at least every few hours to express breast milk; (2) an extension of non-FMLA leave until my son is one year old; (3) preference for shorter flights of three to four hours maximum duration, or permission to decline longer trips without negative consequences; (4) preference for trips that include sufficient time on the ground to pump outside the aircraft; (5) being provided clean, private, secure, and convenient pumping locations at outstations (noting that several locations on the list of approved lactation rooms were outside security and thus unrealistic); and (6) confirmation that I would not be disciplined for pumping on board in the galley if necessary during the flight. I also indicated that I was open to discussing any other alternatives that would accommodate my medical needs while permitting me to maintain my seniority and pay level. Email from Stacy Rewitzer dated 9/30/16, attached as Exhibit L.
40. Ms. Pariseau responded that Frontier had extended my medical leave for 30 days. *Id.* Since then, I have sent her essentially the same request for accommodations approximately each month, and she has continued to extend my leave on a monthly basis without responding to my other proposed accommodations. *See, e.g.,* Emails dated 10/6/16, 11/11/16, 12/12/16, 2/7/17, 3/6/17, and 4/8/17, attached as Exhibits G, M-Q.

STATEMENT OF HARM
CHARGING PARTY STACY REWITZER
RESPONDENT FRONTIER AIRLINES

41. On December 12, 2016, in response to my email earlier that day listing the same potential accommodations, Ms. Pariseau responded that Frontier was “currently reviewing its policy on new mothers & expressing” and the issue would hopefully be decided before the release of the updated Employee Handbook in early 2017. Email from Julie Pariseau dated 12/12/16, attached as Exhibit N. She wrote that “[w]hen the decision on Nursing Mother Leave is official” I would be contacted, and until then she would continue to approve my leave in 30 day increments. *Id.* I have not received notification of a new policy on “Nursing Mother Leave” or an updated Employee Handbook.
42. On February 7, 2017, in response to my email earlier that day renewing my monthly request for the same accommodations I had requested previously, Ms. Pariseau stated that Frontier “cannot offer any accommodations to nursing flight attendants” and that there is “no other option” than for me to “return to work full duty without any restrictions, including nursing accommodations.” Email from Julie Pariseau dated 2/7/17, attached as Exhibit O. Ms. Pariseau said she could extend my leave for 30 days while the executive team reviewed the “nursing flight attendant program.” *Id.*
43. On March 6, 2017, when I reiterated my above request for the same accommodations in an email to Ms. Pariseau, she responded by granting an additional 30 days of medical leave. Email from Julie Pariseau dated 3/6/17, attached as Exhibit P. She also inquired about when I planned to return to work and reminded me that I must be released “without any restrictions or accommodation requests.” *Id.*
44. In early April I again sent the same request for accommodations to Ms. Pariseau. Email from Stacy Rewitzer dated 4/8/17, attached as Exhibit Q. She replied on April 10, 2017 that Frontier “can not [*sic*] accommodate any restrictions for a safety sensitive position” and that if I needed any of the requested accommodations then I would “need to be out on medical leave until [I was] released without restrictions.” *Id.* She extended my medical leave again until May 7, 2017, noting that “the executives are still only approving 30 days at a time.” *Id.*
45. In late April I emailed Ms. Pariseau another accommodation request for May. Email from Stacy Rewitzer dated 4/27/17, attached as Exhibit R. Because I continued to have a medical need to express breast milk and Frontier had repeatedly denied my previous requests for accommodations, I requested a temporary ground assignment at Frontier’s General Offices while I continued to breastfeed. I noted that in the event Frontier denied my request for a temporary ground assignment, I would have no other option but to request another extension of my unpaid non-FMLA leave.
46. On May 1, Ms. Fadia Daphnis from the Leave of Absence/Worker’s Compensation Department notified me that Frontier had extended my non-FMLA leave until June 7,

STATEMENT OF HARM
CHARGING PARTY STACY REWITZER
RESPONDENT FRONTIER AIRLINES

2017. Email from Fadia Daphnis dated 5/1/17, attached as Exhibit S. She did not acknowledge or respond to my request for a temporary ground assignment. *Id.*

47. Due to Frontier's policies and practices, I currently remain on unpaid leave, which I have been on since August 2016 despite being willing and able to return to work with accommodations. Aside from granting me unpaid medical leave in 30-day increments, Frontier has denied each of my other requests for on-the-job accommodations or temporary job reassignment.
48. 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 12 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 30 minutes, I would have to put my health and my milk supply at risk or be forced to stop breastfeeding in order to return to work. As a result, I truly had "no other option" except to remain on unpaid leave. See Email from Julie Pariseau dated 2/7/17, attached as Exhibit O.
49. What is more, even if Frontier permitted me to pump during flight in between my duties, the failure to provide an adequate location to express breast milk would be a significant barrier for me. I would like to avoid pumping in the aircraft lavatory, if at all possible. The aircraft's 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.
50. Frontier's policies and practices have caused me financial harm. Frontier not only fails to offer paid maternity leave or temporary job reassignment for pregnant and breastfeeding flight attendants, but it also prohibits pumping on-the-job. As a result, I have been on unpaid leave since the 28th week of my pregnancy and have suffered financial harm from my resulting loss of income, bearing the full cost of healthcare insurance after 90 days on a leave of absence, and failure to accrue sick and vacation time.
51. Frontier's policies and practices have also caused emotional and psychological harm. Because I feared being terminated under Frontier's dependability policy for taking sick time during my pregnancy, I suffered from extreme anxiety and had to start taking anxiety medication during my pregnancy, despite my fear that it could pose a health risk to my fetus. My anxiety has also reduced my breast milk supply.

STATEMENT OF HARM
CHARGING PARTY STACY REWITZER
RESPONDENT FRONTIER AIRLINES

52. Until I receive adequate workplace pumping accommodations or a job reassignment, I will have no other option than to remain on unpaid leave.
53. 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.
54. In addition, Frontier has had and continues to have a pattern or practice of denying pregnancy and breastfeeding-related accommodations to female flight attendants.

Discrimination Statement

55. Frontier has discriminated against me because of pregnancy-related disabilities (high risk pregnancy due to infertility, with insomnia, fatigue, digestive issues) 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 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

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.

STATEMENT OF HARM
CHARGING PARTY STACY REWITZER
RESPONDENT FRONTIER AIRLINES

necessary breaks, or private, sanitary, and accessible facilities to express breast milk, violate Colorado's PWFA.

- d. Frontier's failure to accommodate my pregnancy and pregnancy-related disability by rejecting my request that "dependability" points related to pregnancy complications be recategorized as authorized leave and removed from my record violated 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 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, 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

STATEMENT OF HARM
CHARGING PARTY STACY REWITZER
RESPONDENT FRONTIER AIRLINES

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;
- 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:  Date: 5-15-17.
Stacy Rewitzer (nee Schiller), Charging Party