

Arizona Court of Appeals, Division One
Oral Argument Case Summary

Zdanko v. American Airlines

No. 1 CA-CV 21-0776

(Appeal from Maricopa County Superior Court No. LC2021-000077-001)

PARTIES AND COUNSEL:

Appellant: STEPHEN R. ZDANKO

Represented by:

James E. Barton, II, Esq.

Jacqueline Soto, Esq.

Barton Mendoza Soto, PLLC, Tempe

Appellee: AMERICAN AIRLINES INC.

Represented by:

Steven G. Biddle, Esq.

Yijee Jeong, Esq.

Little Mendelson, P.C., Phoenix

Amicus Curiae: A BETTER BALANCE

Represented by:

Cassidy L. Bacon, Esq.

Napier, Baillie, Wilson, Bacon & Tallone, P.C., Phoenix

FACTS:

Stephen R. Zdanko was a member of the Transport Workers Union of America ("TWU") and employed by American Airlines, Inc. ("American"). TWU and American

entered into a collective bargaining agreement (“the Agreement”), which became effective in September 2012.

On three occasions between November 20, 2018, and May 27, 2019, Zdanko requested sick leave. On each of those occasions, American docked his pay for the first four hours of sick time. In August 2019, Zdanko filed a complaint with the labor department of the Industrial Commission of Arizona, alleging that American had failed to comply with the Arizona Fair Wages and Healthy Family Act, Arizona Revised Statutes (“A.R.S.”) Title 23, Articles 8 and 8.1 (“The Act”).

The labor department determined that Zdanko was due paid sick time benefits. American appealed, and after briefing, the administrative law judge (“ALJ”) issued a decision finding that, at the time of his sick time requests, Zdanko was covered by the Agreement and ineligible to receive paid sick time pursuant to the provisions of the Act.

Zdanko appealed to the Arizona Superior Court in and for Maricopa County. After briefing and oral argument, the superior court affirmed the ALJ’s decision. Zdanko then filed a notice of appeal to the Arizona Court of Appeals.

The issue Zdanko raises in this appeal is:

“Whether the date stated under the [Agreement]’s ‘Duration of Agreement’ clause is the ‘stated expiration date’ pursuant to A.R.S. § 23-381, and thus, the exemption provided to [American] in the instant case had was [sic] no longer in effect subjecting [American] to the requirements of Article 8.1.”

This Summary was prepared by the Staff of the Arizona Court of Appeals, Division One, solely for educational purposes. It should not be considered official commentary by the Court or any member thereof or part of any brief or other filing made in this or any other case.