

**AMERICAN AIRLINES/TWU/IAM&AW
DISPUTE RESOLUTION COMMITTEE
INTERPRETATIONS/CLARIFICATIONS AND
SUPPLEMENTAL AWARDS
AUGUST 4, 2008**

In the Matter of Interpretations/Clarifications and
Supplemental Awards of the April 29, 2002
Seniority Integration Opinion and Award
involving the

TRANSPORT WORKERS UNION OF AMERICA

And

**INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE WORKERS**

And

AMERICAN AIRLINES

Involving the Integration of Seniority Lists
Of the Mechanics and Related Employees,
Fleet Service Employees, Stock Clerks and
Flight Simulator Technicians

Introduction

In the April 29, 2002 Seniority Integration Opinion and Award involving the Mechanics and Related Employees, Fleet Service Employees, Stock Clerks and Flight Simulator Technicians of American Airlines (hereinafter "American", "AA" or the "Carrier") and Trans World Airlines (hereinafter "TWA" or "TWA LLC") a provision was made for the

establishment of a Dispute Resolution Committee (hereinafter the "DRC" or the "Committee").

The Opinion and Award involving the above identified crafts or classes was initially implemented on or about May 1, 2002.

Subsequent to the issuance of the Opinion and Award, American, the Transport Workers Union of America (hereinafter the "TWU") and the International Association of Machinists and Aerospace Workers (hereinafter the "IAM") agreed to have the below-signed Arbitrator serve as the "Dispute Resolution Committee".

The Arbitrator met with the three parties on July 11, 2002 in Washington, D.C. for the purposes of establishing general rules of procedure and having preliminary discussions regarding potential issues concerning interpretation or clarification of the April 29, 2002 Opinion and Award.

It was agreed that the Committee would meet when an issue was properly raised by any of the interested parties concerning a question of interpretation or clarification of the Award, and that the Arbitrator, serving as the sole member of the Committee, would afford the parties the opportunity to present their respective positions concerning their views as to the proper interpretation or clarification of the Award.

It was further understood that after the initial meetings of the Arbitrator with the parties that the IAM would no longer be a party to the

Committee's proceedings as the IAM, by operation of law, was no longer a representative of the employees.

The procedures of the Committee also contemplate that when, in the discretion of the Arbitrator, it is necessary to conduct an evidentiary hearing concerning a question in dispute, the Arbitrator will so notify the Carrier and the TWU of such determination, and a hearing will be scheduled. If deemed appropriate, the TWU may advise the IAM and solicit that Organization's views concerning the issue in dispute.

As certain questions of "clarification or interpretation" may, in fact, involve issues that were not addressed during the course of the evidentiary proceedings which led to the issuance of the April 29, 2002 Seniority Integration Opinion and Award, the resolution of these questions will constitute "supplemental awards".

Several of the pending "disputes/issues" involve factual findings. Accordingly, unless there are disputed facts, the Committee will accept the facts proffered as being "reliable representations of fact", and will base its decisions/resolutions upon such representations.

It should further be noted that Paragraph No. 17 of the Seniority Integration Arbitration Agreement provides as follows:

17. Any difference arising as to the meaning or application of the provisions of an Award made by the Arbitrator shall be referred back for a ruling to the same Arbitrator, and any such ruling shall be part of and shall have the same force and effect as the original Award. No question other than, or in addition to, the questions relating to the meaning or application of the Award shall be considered by the Arbitrator.

This Paragraph has been deemed to be consistent with the procedures and jurisdiction of the DRC.

Clarifications, interpretations and supplemental awards will be issued in numerical order, albeit there may be certain circumstances where a numbered issue will be reserved or held in abeyance based upon the Committee's inability to address that issue prior to other issues being resolved.

The following decision is being rendered this date in accordance with the Committee's procedures and jurisdiction. The question being presented for the Committee's consideration reads as follows:

Dispute No. 32: There is a need for clarification from the DRC with respect to the application of Article 16(a) to former TWA LLC employees. The issue involves the adjustment to a former TWA LLC employee's occupational seniority date, in the event the employee is out on layoff beyond his/her previous service or three (3) years, whichever is applicable. Currently, if an adjustment is warranted, the adjustment is applied to the 100% seniority date and then a recalculation of the 25% seniority is performed and applied. The issue before the DRC is - whether or not the methodology used in recalculating the 25% seniority is proper, and, if not, what is the proper methodology?

Background:

The dispute in this matter concerns the methodology for calculating a former TWA LLC employee's occupational seniority date when that employee has been recalled to service after he/she has been in

layoff status for a period not exceeding his/her previous service to a maximum of three (3) years.

The relevant provision in the American/TWU collective bargaining agreement governing Aircraft Mechanics and Related Employees is found in Article 16(a). That Section of the agreement reads as follows:

(a) An employee who has completed his probationary period and who is laid off by the Company due to a reduction in force will continue to accrue seniority during his layoff for a period not exceeding his previous service to a maximum of three (3) years; the employee will continue to retain seniority thereafter. All seniority will be cancelled and recall rights forfeited if the employee is not recalled by the Company within ten (10) years from the effective day of layoff. Employees who remain on payroll will accrue seniority and retain recall rights indefinitely. The Company and the respective TWU Local President will agree on the current recall list within ninety (90) calendar days from the date of ratification of this Agreement.

The record evidence establishes that, in applying Article 16(a) for any employee covered by the agreement and who is being recalled from layoff status after three or more years, the following methodology has been applied:

For example, if Employee A on layoff with recall rights has an occupational seniority date of January 1, 1995 and has been on layoff for three years or more, Employee A's occupational seniority date will be adjusted prior to recall for each day beyond the three (3) years. So, if Employee A is being recalled four (4) years after his/her layoff date, then

before Employee A is recalled his/her occupational seniority date of January 1, 1995 would be adjusted to January 1, 1996.

The record evidence also establishes that there is no dispute regarding the application of the above methodology to former TWA LLC employees who were granted 100% of their occupational seniority dates in accordance with the April 29, 2002 Seniority Integration Opinion and Award.

The dispute in this case concerns the adjustment or the recalculation of the occupational seniority dates, under Article 16(a), for former TWA LLC employees who were granted 25% of their seniority in accordance with the April 29, 2002 Seniority Integration Opinion and Award.

The Carrier has been employing a methodology pursuant to Article 16(a) for these "25%" former TWA LLC employees. So, for example, under the seniority adjustment methodology if an employee at a 25% station so identified in accordance with the April 29, 2002 Seniority Integration Opinion and Award was in layoff status for more than three years that employee would have his/her 100% occupational seniority date adjusted day by day while his/her 25% occupational seniority date would be adjusted by one-quarter (1/4) of the number of days that his/her 100% occupational seniority date was adjusted.

The question before the DRC is whether this methodology is consistent with the intent of the April 29, 2002 Seniority Integration Opinion and Award, and, if not, what would be the appropriate methodology.

While it is clear that the Carrier in implementing this methodology did so in what appeared to be a reasonable and, to some extent, logical procedure, there was no intent at the time of the issuance of the April 29, 2002 Seniority Integration Opinion and Award that such a methodology would be applicable in the circumstances in this case.

There are equities for both the original American employees and the former TWA LLC employees insofar as recall and seniority rights are concerned in the application of Article 16(a).

It is the DRC's finding that the methodology applied by the Carrier has not tracked the collective bargaining agreement and is not consistent with the intent of the April 29, 2002 Seniority Integration Opinion and Award.

Accordingly, the DRC concludes that all employees in layoff status for periods contemplated by Article 16(a) are to have their seniority adjusted when recalled using a "day-by-day" methodology as contemplated and specified in this Section of the collective bargaining agreement.

Therefore, it is the determination of the DRC that the appropriate remedy under these circumstances is to make the necessary "day by day" adjustments to any applicable employee. Although the DRC remedy calls for the "day by day" adjustment, the utilization of such adjusted seniority will be prospective from the date of this decision.

The above interpretation, clarification or supplemental award is being issued this 3rd day of August, 2008.


By: Richard R. Kasher
Dispute Resolution Committee