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September 30, 2004

Arthur M. Luby, Esquire
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by FAX ~~212-261-1111~~
and U.S. Mail

Mr. James B. Weel
Managing Director, Employee Relations
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by FAX ~~214-746-1111~~
and U.S. Mail

Re: AA/TWA Mechanics & Related et al.
Dispute Resolution Committee
DRC Decision No. 21 and 22

Gentlemen:

Attached are Decision Nos. 21 and 22 of the Dispute Resolution Committee. I have executed the decisions, having considered your comments, and you may distribute DRC Decision Nos. 21 and 22.

I am also attaching my invoice for the issuance of DRC Decision Nos. 19, 20, 21 and 22.

Sincerely,

Richard R. Kasher

Richard R. Kasher

enc:
RRK/er

**AMERICAN AIRLINES/TWU/IAM&AW
DISPUTE RESOLUTION COMMITTEE
INTERPRETATIONS/CLARIFICATIONS AND
SUPPLEMENTAL AWARDS
SEPTEMBER 30, 2004**

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 decisions are being rendered this date in accordance with the Committee's procedures and jurisdiction:

Dispute No. 21: Whether the reduction in force of November, 2002 applied the Seniority Integration Opinion and Award properly for Fleet Service Clerks at Indianapolis, Indiana?

DRC Decision No. 21: This dispute arose as the result of reduction in force notices issued October 14-16, 2002 at a number of stations where there were surplus Fleet Service Clerk employees. Indianapolis did not have surplus Fleet Service employees when the November 2, 2002 reduction in force was implemented.

In accordance with the Seniority Integration Opinion and Award Indianapolis is a 25% seniority station for former TWA/LLC employees in accordance with the 10% available seat miles threshold test.

At the time of the reduction in force implemented effective November 1, 2002 there were still nine (9) American employees at Indianapolis on the full-time recall list. Therefore, any former TWA/LLC Fleet Service employees at Indianapolis had a 4/10/01 occupational seniority date.

The Indianapolis station had declared three (3) full-time Fleet Service vacancies on the so-called "option sheet", and also had Fleet Service employees (former TWA/LLC employees with 4/10/01 occupational

seniority dates) listed on the "junior station list" for potential displacement.

In accordance with the American/TWU collective bargaining agreement, vacancies declared on the option sheet are made available to surplus employees as well to employees with recall rights, and seniority determines who shall be successful awardees of the vacancies.

As the reduction in force was being processed, between the dates of October 23-25, 2002, nine (9) Fleet Service employees from Dallas/Fort Worth (DFW) were awarded three (3) full-time vacancies and they displaced six (6) least senior Fleet Service employees at the Indianapolis station. These six (6) employees displaced were former TWA/LLC employees who had 4/10/01 occupational seniority dates (Employees Blankenhorn, Dinkel, Sharrett, Human, Kalchbrenner and Cline). These six (6) employees were issued option notices in accordance with the American/TWU collective bargaining agreement.

Soon, thereafter, it was determined after awarding the nine (9) DFW surplus employees positions at Indianapolis that American had failed to compare the seniority of employees in recall status to full-time positions at Indianapolis when it awarded three (3) DFW employees the three (3) full-time Indianapolis vacancies.

In its statement of position American submits that had it processed the options properly only three (3) of the nine (9) American employees with recall rights to full-time positions at Indianapolis would have been offered and then awarded full-time positions at Indianapolis, and that the former TWA/LLC employees at Indianapolis would still have had 4/10/01 occupational seniority since there would have been six (6) American employees with recall rights to full-time positions at Indianapolis. Therefore, American has posited that the six (6) former TWA/LLC employees at Indianapolis, identified above, were appropriately displaced under the Seniority Integration Opinion and Award and the American/TWU collective bargaining agreement, since at the time of the displacement they had 4/10/01 seniority standing.

The IAM, in its letter of January 12, 2004, has claimed that in the November, 2002 bid American should have afforded all former TWA/LLC employees in Indianapolis who were already holding or who had recall rights to full-time positions 25% of their seniority in accordance with the Seniority Integration Opinion and Award.

It is the opinion of the DRC that at the time of the reduction in force the former TWA/LLC employees (Blankenhorn, Dinkel, Sharrett, Human, Kalchbrenner and Cline) at Indianapolis were properly considered to have occupational seniority dates of 4/10/01, as at the commencement of the reduction in force there were American employees who possessed recall rights to full-time positions at Indianapolis. The DRC finds that at the commencement of the reduction in force the displacements of the six (6) former TWA/LLC employees by surplus American employees with greater seniority than 4/10/01 was consistent with the Seniority Integration Opinion and Award and subsequent DRC clarifications/interpretations.

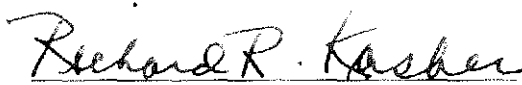
Dispute No. 22: Whether the grievance filed by Robert Smith and the matter raised within the grievance is properly before the Dispute Resolution Committee?

DRC Decision No. 22: This dispute arose as the result of a grievance filed by the TWU on behalf of Employee Robert Smith, claiming that his seniority rights were violated during the summer of 2001 when there was a reduction in force at JFK. Mr. Smith claimed that he was deprived of the opportunity to displace or bump into a Title I - Aircraft Mechanic position on the system. Mr. Smith subsequently displaced into a Facility Mechanic/Title II position at JFK.

A review of the relevant facts establishes that Mr. Smith's claim does not involve interpretation or clarification of the Seniority Integration Opinion and Award. Rather this grievance may be referred to the system board with jurisdiction over TWA/IAM contract disputes.

Accordingly, the DRC will not exercise jurisdiction over this matter.

The above interpretations, clarifications and supplemental awards are being issued this 30th day of September, 2004.

By: 
Richard R. Kasher
Dispute Resolution Committee