

*O'Donnell, Schwartz & Anderson, P.C.**Counselors at Law**1300 L Street, N.W., Suite 1200
Washington, D.C. 20005-4126*(202) 692-1707
FAX (202) 692-9276

JOHN F. O'DONNELL
(1907-1992)
ASHER W. SCHWARTZ
(RETIRED)*1300 L Street, N.W.
Suite 100
Washington, D.C. 20036
(202) 692-1824*DARRYL J. ANDERSON
MARTIN R. GANZGLASS
LEE W. JACKSON
ARTHUR M. LUBY
ANTON G. HALJARI*
RICHARD S. EDELMAN
PETER J. LEFF**
MELINDA K. HOLMES
RACHEL TUMIDOLSKY*
DANIEL B. SMITH*
BRENDA C. ZWACK†* ALSO MD
** ALSO VA
* MD BAR ONLY
† PA BAR ONLY

April 22, 2004

VIA FACSIMILE (202) 692-5085
AND HAND DELIVERYEileen M. Hennessey, Investigator
National Mediation Board
Representation & Legal Department
1301 K Street, N.W., Suite 250 East
Washington, D.C. 20572-0002

60-222-04

Re: NMB Case No. R-6998
American Airlines, Inc.

Dear Ms. Hennessey:

In accordance with the schedule established in your letter of March 31, 2004, the Transport Workers Union (TWU) submits the following objections to the eligibility list filed by American Airlines in the above-captioned matter. In making these objections, the Union submits that the Company's eligibility list omits 2,087 Mechanic and Related employees who must be included based on Board rules and precedent, and includes 78 names which should be deleted.

Overview

The Board has traditionally and consistently held that all employees responsible for the maintenance function at a carrier fall within the Mechanic and Related craft or class. *United Airlines*, 28 NMB 533, 545 (2001). This includes not only mechanics directly responsible for aircraft and plant maintenance, but also related workers assigned simpler maintenance functions such as fueling, cleaning and maintaining the interior and exterior of aircraft, and janitorial work. *United Airlines*, 28 NMB at 552 ("Aircraft cabin cleaning including lav servicing are functions included in the Mechanic and Related craft or class." See also, *United Airlines*, 6 NMB 134 (1977), *Eastern Airlines*, 4 NMB 54 (1965).

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The Transport Workers Union has eight different contracts with American Airlines, including those covering Mechanic and Related, Fleet Service, Stock Clerks, Simulator Technicians, Technical Specialists, Dispatchers, and Flight Instructors.¹ Four of those agreements – the Mechanic and Related, Fleet Service, Simulator Technician, and Technical Specialist contracts – cover persons whose predominant (and, in the vast majority of cases, exclusive) job functions are maintenance functions which the Board has defined as part of the Mechanic and Related craft or class. Specifically, the TWU/AA Mechanic and Related contract covers persons performing aircraft, automotive, and facilities maintenance, cabin service, and fueling; the Fleet Service contract covers persons performing predominantly or exclusively fueling, cabin and lavatory service, all of which is Mechanic and Related work; and the Flight Simulator and Technical Specialists at AA have been specifically found by the Board to be performing work which is part of the Mechanic and Related craft. *American Airlines/TWA LLC, 29 NMB 240 (2002)*.

There have been two significant events which impacted the present composition of the AA Mechanic and Related workforce over the past few years – the purchase and integration of TWA in 2002, and the Restructuring Agreement entered into by all AA unions to keep the Company out of bankruptcy in 2003. The integration of TWA in April 2002 added approximately 3,300 active and 2,100 laid off employees to the craft or class, and the operational contractions caused by American's near bankruptcy has led to the layoff of a substantial number of Mechanic and Related workers, virtually all of whom retain recall rights.

In light of the above, American's eligibility list understates (to AMFA's benefit) the number of persons who maintain an employment relationship and are part of the craft under Board precedent. In this respect, there are a number of sources of eligible employees in this matter. They include the Title I, II, and IV seniority rosters which include all active employees and all employees on

¹The original craft or class organized by the TWU at American Airlines included Airline Mechanics and Plant Maintenance, Fleet Service, and Ground Service. *American Airlines, 1 NMB 394(1945)*. Until 1991, all of these groups were covered by the same contract, but separate seniority lists were maintained for five different "Title" groups. Title I includes aircraft maintenance, Title II covers automotive and facilities maintenance, building cleaners, and some cabin cleaners (whose positions were created under special circumstances described herein), Title III is fleet service including "dedicated" cabin cleaners and fuelers, Title IV includes only ground servicemen who perform fueling duties at the few stations where they are still staffed, and Title V includes only stock clerks. In 1991, the five Title groups were divided into three different contracts. Titles I, II, and IV were placed into the Mechanic and Related contract, Titles III and V were placed into two separate books.

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contractual leaves of absence (but not those on layoff), the active Title III employees whose preponderant assignment is fueling, cabin, or lavatory service; the employees laid off to the street in the contractions associated with the Company's recent restructuring with recall rights to Mechanic and Related positions, and the employees laid off by TWA, Inc. or TWA LLC prior to the integration of AA and TWA. The names improperly omitted by the Company come from the above sources, and once they are accounted for, the eligibility list is significantly greater than the 18,600 names submitted by the Company.

1. The Cabin and Lavatory Service Personnel

As stated earlier, employees whose predominant function is cabin or lavatory service are part of the Mechanic and Related craft or class. *United Airlines*, 22 NMB 12 (1994), *United Airlines*, 28 NMB 533 (2001), *America West Airlines*, 22 NMB 54 (1994). This principle has been "firmly settled and repeatedly reaffirmed" (*United Airlines*, 22 NMB at 27) and we see no basis for departing from it in this instance. Accordingly, the TWU objects to the apparent exclusion from the Company's eligibility list of 1,080 employees who were exclusively or predominantly performing cabin or lavatory service functions as of the cut off date. A list of such persons is set forth in Attachment 1, with corresponding Declarations and Exhibits.

We stress that, particularly in large stations - as made clear in the various Declarations as well as numerous bid sheets - cabin and lavatory service is normally performed by Title III work crews dedicated to that particular function. The vast majority of the employees whose names we have submitted are part of such crews, which are typically stable and bid as a matter of preference. In a minority of instances, persons performing cabin service work hold bids which allow them to be cross utilized into fleet service functions. We have not submitted the names of such persons unless their bid sheet makes clear that a predominance of their time is spent in cabin service or there is other evidence establishing same.

We note that the Company properly included Title II cabin cleaners on the List of Potential Eligible Voters. This group of employees performs exactly the same function as the Title III cleaners, i.e., interior cabin cleaning and were apparently included because the position is administratively under the Mechanic and Related contract and the Title III cabin cleaners are not, a matter which is, in no sense, determinative in making a craft or class judgment. *Braniff International*, 7 NMB 35 (1979), *Frontier Airlines*, 5 NMB 169 (1972). So there is no misunderstanding, though, the Title II cabin cleaners were not established to supplement or remedy any inadequacies in the Title III cleaning workforce. Rather, the position was created to provide work opportunities for Building Cleaners whose work was outsourced at several stations in the mid 1990s.

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2. The TWA Furloughs

Furloughed employees are generally eligible unless their recall rights have expired, they have refused recall, or their positions have been permanently eliminated. *Re USAir, Inc.*, 21 NMB 281, 284 (1994), citing *Evergreen International Airlines*, 19 NMB 182, 184 (1992). In applying this standard, the Board has consistently declined to speculate on an employee's chances for recall. Accordingly, "the Board [has] found employees who retained recall rights eligible, including those whose stations had closed and who had not bid for positions at other stations." *Id.* Indeed, in *Continental Airlines*, 23 NMB 118 (1996), the Board found a sufficient employment relationship for furloughs to be eligible even though their work had been substantially outsourced and the facilities where they worked closed, and in *USAir, supra* employees with recall rights were eligible even though their work had been completely contracted out. *Id.*, at 284.

The last TWA LLC seniority list was published four months before the Kasher Award. Attachment 3, Pantoja Decl., Ex. D. It lists 5,356 separate individuals on the six seniority lists for positions which are part of the Mechanic and Related craft or class and have been matched up to AA Mechanic and Related positions, or have recall rights to such positions². Pantoja Decl. at ¶ 6. This includes six classifications: Mechanic, Mechanic Helper, Fire Inspector, Fleet Service Helper, Janitor, and Food Service. *Id.* In the latter case, all Food Service positions were eliminated in 1994 and the employees furloughed were placed in Fleet Service Helper jobs or given recall rights to the Fleet Service Helper position. Pantoja Decl., ¶ 4, Ex. B. Such employees accrued seniority as Fleet Service Helpers while on layoff and until the AA/TWU agreement was applied to ex-TWA employees on April 28, 2002.

As noted in the Declaration of Sito Pantoja, as well as in several sections of Arbitrator Kasher's decisions, there are significant differences in the principles governing accrual of seniority and recall between the TWA/IAM contract and the AA/TWU contract, many of which create significant problems in determining eligibility. In particular, under the TWA/IAM agreement, employees accrued classification seniority even while on layoff and retained seniority while in management or other non-IAM classifications. Pantoja Decl., ¶ 4. There were also no time limits on exercise of recall rights. Mechanics retained and accrued seniority indefinitely in lower classifications while working as mechanics, facilitating significantly more movement between classifications than under the AA/TWU contract. However, the AA seniority and recall rules have been applied only prospectively and, in general, ex-TWA employees have kept the Company and

²A number of employees were on more than one of the above lists. The 5,356 figure accounts for and eliminates any such duplication.

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Classification seniority accrued and retained under their old contract. Pantoja Decl., Ex. C. Similarly, while the AA contract has a ten year limit on recall, consistent with Arbitrator Kashner's approach in refusing to recalculate seniority or retroactively apply the AA/TWU rules to ex-TWA personnel, the 10 year limit runs from the time the AA/TWU contract was first applied - or, at the earliest, from the April 10, 2001 date of acquisition.

In addition to problems reconciling the AA and TWA seniority systems, there is also a major dispute concerning recall. Pantoja Decl., ¶ 7. American has taken the position that, unless an employee was working in a classification subsequent to American's acquisition of TWA, Inc. (as a TWA LLC employee), he/she has no recall rights to such position. The IAM has grieved the matter and the TWU has, from the outset, strongly supported its claim. In the meantime, a substantial number of workers have been improperly denied recall and bumping rights based on the Company-contested application. Many of the employees we include are already impacted by this grievance.

While an employee's absence from a seniority list is not dispositive, "seniority lists may be instructive in determining the eligibility of employees." *United Airlines, Inc.*, 29 NMB 533, 553 (2001). There are some 1,566 names on the December 3, 2001 TWA LLC master seniority lists in Mechanic and Related classifications who are not on American's March 15, 2004 eligibility list. Out of this group there are 1,007 persons who are not actively working in other crafts or classes or in management and who we have no basis to believe have quit, retired, or passed away. The names, positions and stations of these persons are Attachment 2. Their presence on the official TWA LLC seniority lists supports a presumption of eligibility in the absence of evidence that their recall rights have been cut off.

3. Deletions

There are some employees on the Company's list presently active in AA management - the bulk of whom are ex-TWA employees with retained mechanic seniority as of the date of acquisition. However, the TWU does not believe presently active supervisors or managers are eligible voters, unless they have improperly been denied contractual rights to recall to the craft or class. The following are the names of persons on the Company list who we are informed are managers:

NAME LAST	NAME FIRST	STATION
AUFNER	FRANK	MCI
BAUMAN	JULIE	STL
DIRK	DAVID	STL
BLANCK	BILLY	MCI

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NAME LAST	NAME FIRST	STATION
BORA	ALEXANDER	MCI
BULLARD	RICHARD A	FT WORTH TX
CADE	WILLIAM	MIA
CASKEY	DALE	MCI
CLAYTON	ROMEL	MCI
CLINESMITH	CHARLES	TUL
COGSWELL	RICHARD	MCI
DARBY	GERALD	MCI
DAY	SCOTT	MCI
DEGRAZIA	ANTHONY	MIA
DELATI	BADIH	STL
DEMBSKI	JOHN	MCI
DIVEN	RONALD	MCI
DORRANCE	GREGORY	MCI
FARR	DAVID	MCI
FIGUEROA	ANTONIO	MCI
FOUTS	LARRY L	FT WORTH TX
GANN	GARY	TUL
GARCIA	JOHN	MCI
GENSLER	LAWRENCE	MCI
GEORGE	JIMMY	MCI
GIBSON	LANETTE	STL
GOFF	ANTHONY	STL
GRUBB	GARY	MCI
GUERRA	ROSA	MIA
GUERRERO	AUGUSTINE	MCI
ILADIGHORST	HANS	MCI
HARRISON JR	FRANK	TUL
HASSANIZADEH	MAHMOUD	TUL
HENDERSON	NINA	MCI
HENDRIX	AARON	STL
HOLMES	ROBERT	MCI
JOHNSON	LARRY	MCI
JONES	KENNETH	STL
KEELY	SCOTT	MCI
KERNS JR	KENNETH	MCI

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NAME LAST	NAME FIRST	STATION
KOERPERICH	KENNETH	MCI
LARSON	GLENN	MCI
LEAKE	GREGORY	STL
MAKONDO	ADOLPHE	STL
MARSHALL	JOHN	MCI
MCBRIDE	ROGER	MCI
MCKENNA	THOMAS	STL
MERRIWEATHER	RONELL	LAX
MILNER	ALLAN	MCI
MILLER	JAMES	MCI
MUELLER	KEITH	STL
OLSON	JOHN	TUL
PATERSON	JIMMIE	MCI
PIERCE	JAMES	LAX
PILLAI	RAJENDRAN	JFK
PRASAD	KULDEAP	JFK
PULEO	GLENNON	STL
REED	JOHN	MCI
RESTIVO	JACK	MCI
REYNOLDS	RHYAN	MCI
RYAN	LARRY	MCI
SCHROEDER	LARRY	MCI
SCHWENKER	GARY	JFK
SEABAUGH	SCOTT	STL
SIX	JEFFREY	MCI
SMITH	JERRY	MCI
SPATZ	FRANK	MCI
STEPHAN	KENNETH	STL
STRODA	BRANDON	MCI
TETERS	DANIEL	MCI
TOWNE	THOMAS	STL
TUCKER	JAMES	TUL
WALKER	DARRYL	LAX
WARD	MATTHEW	STL
WIEGMANN	KENNETH	STL
WILLIAMS	WILLIAM	MCI

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NAME LAST	NAME FIRST	STATION
WOODS	PAUL	MCI
ZUTTERMAN	EARL	MCI

CONCLUSION

For the reasons set forth above, the Board should sustain the TWU's challenges and objections to the list of potential eligible voters in this case.

Very truly yours,



Arthur M. Luby

Counsel, Transport Workers Union
of America, AFL-CIO

AML:pad

Attachments

cc: Mary L. Johnson, Esq.
James C. Little
David B. Rosen, Esq.
Sheldon M. Kline
Gregg Formella, Esq.
James Weel
O. V. Delle-Femine
Terry Harvey
George Diamantopoulos

CERTIFICATE OF SIMULTANEOUS SERVICE

I HEREBY CERTIFY that, on this 22nd day of April, 2004, the original and one copy of the foregoing were sent by Hand Delivery and Facsimile Transmission to:

Eileen M. Hennessey, Investigator
National Mediation Board
Representation and Legal Department
1301 K Street, N.W., Suite 250 East
Washington, D.C. 20572-0002
Fax: (202) 692-5085

Mary Johnson, General Counsel
National Mediation Board
Representation and Legal Department
1301 K Street, N.W., Suite 250 East
Washington, D.C. 20572-0002
Fax: (202) 692-5085

Copies were sent by UPS Next Day Air and Facsimile Transmission to:

James C. Little, International Vice President
Transport Workers Union of America, AFL-CIO
1791 Hurstview Drive
Hurst, Texas 76054
Fax: (817) 282-1906

James Weel
American Airlines, Inc.
4333 Amon Carter Boulevard, MD 5675
Ft. Worth, Texas 76155
Fax: (817) 963-5313

David B. Rosen, Esq.
Transport Workers Union of America, AFL-CIO
1700 Broadway, 2nd Floor
New York, New York 10019-5905
Fax: (212) 265-5704

O. V. Delle-Femine, National Director
Aircraft Mechanics Fraternal Association
67 Water Street, Suite #208
Laconia, New Hampshire 03246
Fax: (603) 527-9151

Sheldon M. Kline, Esq.
Morgan, Lewis & Bockius LLP
1111 Pennsylvania Avenue, N.W.
Washington, D.C. 20004
Fax: (202) 739-3001

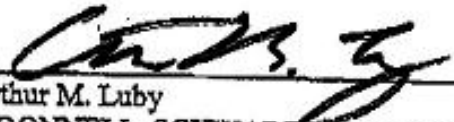
Terry Harvey, Assistant National Director
Aircraft Mechanics Fraternal Association
601 South Main Street, Suite 212
Grapevine, Texas 76051
Fax: (817) 410-4619

Gregg Formella, Esq.
American Airlines, Inc.
4333 Amon Carter Boulevard, MD 5675
Ft. Worth, Texas 76155
Fax: (817) 963-4959

George Diamantopoulos
Counsel for AMFA
Scham, Scham, Meltz & Petersen
11 Martine Avenue, Suite 1440
White Plains, New York 10606-4025
Fax: (914) 997-7125

Dated: April 22, 2004

0'0'D S & A 2004-04-22 17:47 FAX: 202-682-9276


Arthur M. Luby
O'DONNELL, SCHWARTZ & ANDERSON, P.C.
1300 L Street, N.W., Suite 1200
Washington, D.C. 20005-4126
(202) 898-1707 / Fax: (202) 682-9276