

**SYSTEM BOARD OF ADJUSTMENT**

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**In the Matter of Arbitration**

**OPINION AND AWARD**

**between**

**Grievance SS-25-2002-APIA-7  
IAM-TWU LLC,  
TWA: IAM CASE No. 2002-04  
PARKING**

**AMERICAN AIRLINES**

**and**

**ASSOCIATION OF PROFESSIONAL  
FLIGHT ATTENDANTS**

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**Board Members**

Gil Vernon, Chairperson  
Ben Williams, Company Member  
Mark Moscicki, Company Member  
Anne Loew, Association Member  
Marti O'Rourke, Association Member

**APPEARANCES**

**On Behalf of the Company:** Frank G. Merlino, Arbitration Counsel

**On Behalf of the Union:** Sherry Cooper, Attorney

**I. ISSUE**

The issue presented by the grievance before the System Board can be framed as follows:

“Did the Company violate the Collective Bargaining Agreement in April 2002 when it changed the parking reimbursement from \$60 to \$31?”

## **II. BACKGROUND AND FACTS**

In early 2001 American Airlines (AA) purchased the assets of Trans World Airlines (TWA). The ultimate goal was to fully integrate TWA into AA's operations. However, such matters are complex and don't happen overnight. For purposes of transition and integration, a separate company "TWA-LLC" was established. One of the transition issues was wages, hours, and other terms and conditions of employment. At TWA flight attendants (FA) were provided wages and benefits pursuant to a collective bargaining agreement negotiated between TWA and the International Association of Machinists (IAM). At AA flight attendants were paid pursuant to a collective bargaining agreement negotiated with the Association of Professional Flight Attendants (APFA).

The IAM negotiated a "Transition Agreement" with TWA-LLC. The Transition Agreement was to remain in effect until the National Mediation Board took action "...recognizing the inclusion of the TWA-LLC flight attendants under the American Airlines, Inc. NMB certification for the flight attendants craft or class."

It is agreed that effective January 1, 2002, TWA-LLC flight attendants were fully integrated into and under the AA-APFA Collective Bargaining Agreement. It is relevant to note that under the TWA-IAM Collective Bargaining Agreement and under the TWA-LLC Transition Agreement, San Diego (SAN) was designated as a

“satellite”. SAN had been a base under the AA-APFA agreement but it was closed in 1995. Several years after this grievance, AA-APFA reestablished SAN as a satellite on an experimental basis. However, this grievance concerns the Company’s action regarding parking in 2002. There is no dispute that on January 1, 2002, the SAN base was closed by AA.

Under the TWA-IAM Collective Bargaining Agreement, flight attendants who worked out of the SAN satellite were reimbursed for parking. “Commuters” who lived in SAN and who were, for instance, based in St. Louis (STL) were paid \$31.00 per month. Flight attendants at SAN (and flight crews in general) were not allowed to park in the “employee parking lot” maintained by the San Diego County Airport Authority (SDCAA). The SDCAA had decided in 1999, because of limited space in the employee lots and because of congestion on the employee buses, that employee lot parking privileges would be limited to those airline employees who worked fulltime at the airport and had daily parking needs. Thus, flight crews had to make other arrangements for parking. Among the alternatives were commercial off-site parking facilities. These facilities offered discounts to airline employees and monthly passes.

On January 1, 2002, when the SAN satellite was closed, those flight attendants who were assigned there were subsequently considered based in St. Louis. Nonetheless, the Company, for the first four months of the year, paid flight attendants \$60 per month for parking at SAN. Then the Company changed the

reimbursement to \$31 per month which corresponds to the cost of employee parking at STL. Thereafter, the grievance was filed.

### **III. RELEVANT CONTRACT LANGUAGE**

While the grievance referenced Appendix BB of the AA-APFA Collective Bargaining Agreement, the current contract language on parking is contained in a February 25, 1998, Letter of Agreement. It reads as follows:

Ms. Denise C. Hedges  
President  
Association of Professional Flight Attendants  
1004 West Eules Blvd.  
Eules, Texas 76040-5018

Dear Denise:

As we discussed, I am pleased to advise you that effective March 1, 1998, the flight attendant parking policy will be changed as follows:

1. All flight attendants, local based and commuting, shall receive a Company paid parking permit at:
  - (a) such flight attendant's base; or
  - (b) the American or American Eagle station of the flight attendant's choice. At base stations with multiple airports, stickers or permits may be issued for one (1) or all locations upon request. If insufficient permits are available to provide one for each flight attendant desiring them, permits will be assigned in system seniority order at each issuance date.
2. To the extent that a flight attendant does not receive a permit as provided in paragraph 1 above, then the Company will reimburse the flight attendant for parking expenses up to the amount of the cost of such permits at the flight attendant's base. For example, a flight attendant is based at DFW and desires a parking permit at SAN. Permits are not available at SAN. The flight attendant is entitled to be reimbursed for parking expenses up to an amount equal to the cost of parking permits at the flight attendant's based, which is DFW.
3. To the extent that a flight attendant desires to purchase a second parking permit, such purchase will be permitted. The Company will pay for the less expensive of the two permits that the flight attendant receives. For example, a MIA based flight attendant has a DFW permit, but also desires a MIA parking permit. The

flight attendant can obtain both permits, and the Company will pay for the less expensive of the two.

The new policy matches the policy in place for the pilots. A detailed comparison of the old and new parking policy is attached for your convenience.

We are very pleased to make these changes which our flight attendants have indicated are very important to their work environment.

Sincerely,

Jane G. Allen  
Vice President  
Flight Service

Attachment

cc: S.M. Oliver  
R. Pritchett  
P.B. Klecka

#### **IV. OPINION AND DISCUSSION**

The Association argues that parking permits are available at San Diego, that the cost is \$60, and, therefore, Grievants are entitled to a reimbursement in that amount. The Company argues that the test under the contract language is whether parking permits are available. Because they are not available at SAN, the company says Grievants were properly reimbursed at the parking permit expense of their base (St. Louis) which was \$31. The fact Grievants may have been paid \$60 in the months following the full transition to the AA-APFA contract and following the closure of the SAN satellite was an administrative error.

After considering the record of evidence and the arguments of the parties, it is the conclusion of the Board that the grievance cannot be sustained as it is not supported by the contract language.

The Company is correct that parking permits are not available at SAN within the meaning and application of the first section of the February 25, 1998, letter.

The Union misconstrues Section 1 by reading in isolation and out of the context of Section 2. The Union contends that parking permits are available at lots such as “Park and Ride”, therefore, the Company must reimburse up to that amount.

However, monthly passes (even if offered to airline employees at a discount) are not the type of permits the parties were talking about in Section 1. It is clear from reading Section 1, as distinguished from Section 2, that the parties are talking about the kind of parking permits required to access generally private employee-only parking lots maintained at airports (even if there is a cost associated with them).

If the Union was right that “parking permits” in Section 1 were monthly passes available at private lots then there was no need for Section 2. Indeed, Section 2 explicitly recognizes the fact that for flight attendants there is no employee parking available at SAN as it used SAN for purposes of illustration. The language would read the same if STL was substituted for DFW in the example. This makes it perfectly clear that Grievants were properly reimbursed beginning in May of 2002. There is no evidence there was any change in parking permit availability in SAN from when the 1998 “Letter” was negotiated until the grievance was filed.

**AWARD**

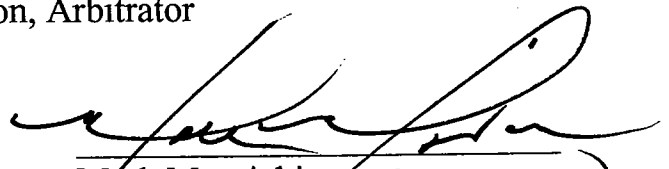
The grievance is denied.



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Gil Vernon, Arbitrator

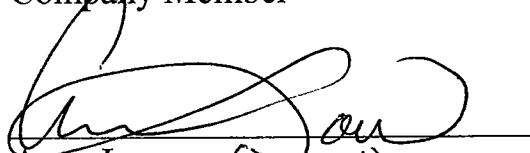


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Ben Williams  
Company Member

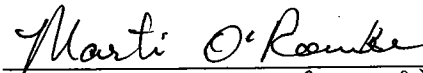


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Mark Moscicki  
Company Member

(CONCUR)



\_\_\_\_\_  
Anne Loew (Dissent)  
Association Member



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Marti O'Rourke (Dissent)  
Association Member

Dated this 13<sup>th</sup> day of February, 2006.