

**AMERICAN AIRLINES, INC. FLEET SERVICE EMPLOYEES  
SYSTEM BOARD OF ADJUSTMENT**

**TWU/IAM Fleet Association**

*Union,*

v.

**American Airlines, Inc.**

*Company*

**Allocator/Crew Chief Dispute  
Presidential Grievance Article 33(B)**

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**Neutral Board Member:**

Stephen Crable, Esquire

**Company Board Members:**

Lucretia Guia

**Union Board Members:**

Gary Peterson

**For American Airlines:**

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**For TWU/IAM Fleet Association**

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**I.**

**STATEMENT OF THE CASE**

Beginning in August 2020, various locals of the TWU/IAM Fleet Association (“Association” or “Union”) filed a series of grievances, including a Presidential grievance (“Grievances”), challenging the manner in which American Airlines (“Company” or “American”) reduced the number of biddable Crew Chief Classifications and used managers (designated as “Allocators”) to perform assignment work formerly performed by Crew Chiefs. The Grievances alleged the Company’s actions violated multiple provisions of the January 2020 Joint Collective Bargaining Agreement (“JCBA”) covering the Fleet Services employees of the Company. The JCBA is the first agreement covering the merged the operations of legacy US Airways (“LUS”) and legacy American (“LAA”) Fleet Service Operations.

Pursuant to the JCBA, the Union submitted the Grievances to the American Airlines Fleet Service System Board of Adjustment (“Board”). The Parties selected Stephen Crable as the Neutral Member of the Board. The Board held hearings on April 19 and 20, 2021. During the hearing, both Parties appeared through Counsel, examined and cross examined sworn witnesses, offered exhibits and made arguments. A certified shorthand reporter transcribed the testimony at the hearing, and the Parties submitted written briefs on June 25, 2021.

## **II.** **STATEMENT OF THE ISSUES**

1. Whether the Company violated Articles 7.D., E., F. and related provisions of the JCBA by using Allocators, a management position, to assign Fleet Service Agents and Crew Chiefs.
2. Whether the Company violated Article 39.B. of the JCBA when it used management employees to assign and direct the work of covered employees where Crew Chiefs are not readily available.
3. Whether the Company violated Article 8 of the JCBA when it failed to assign and train Fleet Service Crew Chiefs on new equipment or technology associated with the Allocator function.
4. If appropriate, the remedy for any violation.

## **III.** **POSITIONS OF THE PARTIES**

### **A. Union**

The Association argues the Company violated the plain language of Article 7 D and E of the JCBA and related provisions of the JCBA by transferring the assignment of fleet service work performed by Crew Chiefs to Company managers designated as Allocators. The Union argues the language of the JCBA is clear and unambiguous. Assuming there is any ambiguity in the language of the JCBA, the Union argues that past practice and bargaining history support the Association’s position. The assignment of work is integral to the function and responsibility of the Crew Chief classification. Historically, assigning work has been the exclusive province of Crew Chiefs.

During the bargaining for the JCBA, the Association made a number of proposals consistent with the Association’s interpretation of the Agreement, and the language ultimately agreed to support the Association’s position. While the practice for assigning fleet service work on LUS may have varied at a few stations, it is the LAA practice that the Association sought to codify during bargaining. During negotiations for the agreement, the Association agreed to allow Crew Chiefs to be a working member of the fleet service teams. However, the Company never articulated its view that this change gave it the right to eliminate the assignment functions of Crew

Chiefs. Had the Company made this position clear, the Association would not have agreed to the language now relied upon by the Company.

The Union also argues the Company breached Article 6 of the JCBA when it transferred the crew chief assignment function to management employees and failed to train Crew Chiefs on the new software to be used to assign fleet service work. The Union further argues the Company breached Article 39(B) of the JCBA when it transferred the Crew Chief assignment function to management employees without regard to Crew Chief availability. Finally, the Union argues that even absent any language in the JCBA prohibiting a transfer of work out of the Fleet Service craft or class, arbitrators have opined that such a transfer is prohibited.

Accordingly, in consideration of the foregoing arguments as well as those made in its brief, the Union concludes the grievances should be granted and requests the Board to issue an appropriate remedy.

#### **B. Company**

The Company argues that the Union has the burden of proving a violation of the Agreement and that it has failed to do so. The clear language of the Agreement fails to support the Union argument that the work performed by Company Allocators is the exclusive work of Crew Chiefs. Nothing in the scope provisions of the Agreements makes this work the work of Crew Chiefs.

According to the Company, the Union failed to offer any contractual support in the scope clause of the JCBA for the exclusive ownership of fleet service assignment work. Additionally, the Company's evidence establishes that the JCBA language, bargaining history, and prior practice all confirm this work is not the Union's exclusive work. Historically, management has determined who assigns work for fleet clerks. In some cases, it has been a management employee, and in other cases it has been a crew chief. As such, there is no favorable past practice for the Union to rely upon, and the practice that does exist reinforces the Company's right to assign the allocator work as it sees fit.

Finally, the Company points to the bargaining history as supporting its actions in assigning work to the Allocators. The Union repeatedly proposed, and did not get, language which gave Crew Chiefs the right to assign work. Instead, the Company insisted upon and achieved language that required Crew Chiefs to work as part of the crew and only oversee the work performed by the crew chief's specific crew, not other crews or other Crew Chiefs.

Accordingly, in consideration of the foregoing arguments as well as those made in its brief, the Company concludes the grievance should be denied in its entirety.

### **IV. RELEVANT CONTRACT PROVISIONS**

#### **ARTICLE 6 - RECOGNITION AND SCOPE**

B. Except as otherwise provided for in this Agreement, all fleet service work, inclusive of Ramp, Operations, Control Center (CC), and Central Load Planning (CLP) as described in this Article and Classifications and Qualifications

Article 7, performed by the Company in the following forty-five (45) stations shall be performed by employees covered by this Agreement:

ATL	BWI	<u>DTW</u>	JFK	MCO	ORD	PIT	SAT	SLC
AUS	CLT	EWR	LAS	MIA	PBI	PVD	SEA	SMF
BDL	DCA	FLL	LAX	MSP	PDX	RDU	SFO	<u>SNA</u>
<u>BNA</u>	DEN	<u>IAH</u>	LGA	<u>MSY</u>	PHL	RNO	SJC	STL
BOS	DFW	JAX	MCI	ONT	PHX	SAN	SJU	TPA

C. Each of the forty-five (45) stations identified above in paragraph B. shall be either a Class I or Class II station for purposes of applying this Agreement. Class I stations shall be those stations identified in paragraph C.1. below. Class II stations shall be those stations identified in paragraph C.2. below.

1. ATL, AUS, BOS, CLT, DCA, DEN, DFW, FLL, IAH, JFK, LAS, LAX, LGA, MCO, MIA, MSY, ORD, PHL, PHX, RDU, SAT, SFO, SJU, STL, and TPA will be considered Class I stations as of DOR and regardless of flight activity as measured in paragraph D.1. below, cannot be reclassified as a Class II station or subject to paragraph C.5. below.

2. BDL, BNA, BWI, DTW, EWR, JAX, MCI, MSP, ONT, PBI, PDX, PIT, PVD, RNO, SAN, SEA, SJC, SLC, SMF, and SNA will be considered Class II stations as of DOR, but could potentially become Class I stations pursuant to the process set forth in paragraph D. 1. –

3. below....

5. Other non-covered employees in Class II stations may perform work which comes within this Article provided such work does not exceed twenty-five percent (25%) of such non-covered employee's scheduled work hours measured on a quarterly basis.....

F. Ramp Service Work to be performed by employees covered by this Agreement includes:...2. Fleet Services Operations work, includes normal and customary work associated with the communication required to coordinate station operations....

H. Normal and Customary Control Center work to be performed by employees covered by this Agreement includes:  
1. Work associated with the communication required to coordinate station operations at the following stations: BOS, CLT, DCA, DFW, JFK, LAX, LGA, MIA, ORD, PHL, PHX and any future Control Centers the Company may establish....

J. Central Load Planning (CLP) work to be performed by employees covered by this Agreement:... 3. Working directly with all levels of station personnel regarding accommodation of customers, baggage and cargo shipments to be boarded on specific flights.

#### **ARTICLE 7 - CLASSIFICATIONS AND QUALIFICATIONS**

D. The Crew Chief will be qualified in the duties of his classification and will be capable of performing those duties. In addition to being a working member of his crew, the Fleet Service Crew Chief will lead and direct the work of Fleet Service employees on his assigned crew. The Crew Chief will be responsible for the completion of paperwork and reports in connection with his normally assigned duties. While he is performing such work, others will not assume his responsibilities. The Crew Chief may be required to demonstrate proper work methods, conduct classroom and/or on-the-job training (OJT), conduct meetings or indoctrinate employees in new or revised operational procedures.

E. The Crew Chief will be responsible for the overall performance of his crew, including the timely and satisfactory completion of work assignments. He must ensure employees assigned to his crew are properly utilized and instructed for the efficient performance of their daily work and that required forms, records, reports, and other paperwork are completed legibly and correctly.

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F. In addition to the above, the Crew Chief may, upon request, assist management in areas such as, but not limited to:

- Periodic evaluation of operational requirements and performance.
- Operational planning and scheduling.
- Evaluation of training methods and techniques.
- Evaluation of equipment, vehicles, and tools.

#### **ARTICLE 8 – NEW EQUIPMENT AND NEW TECHNOLOGY**

Work that falls within the scope of the Agreement associated with the operation of new equipment or technology will be assigned to employees covered by this Agreement. When new equipment or technology is put into service by the Company, all employees affected will be trained on the new equipment or technology ....

#### **ARTICLE 18**

A. The Company shall determine the number of overtime hours to be worked. Overtime hours are defined as additional hours worked at the Company’s request, over and above an employee’s scheduled hours and does not refer to rate of pay.

B. Where the Company determines that overtime is required, such overtime will be offered to qualified employees on an equalized basis to those employees who are signed up. All eligible employees will be considered available for overtime.

#### **ARTICLE 39 - RECOGNITION OF RIGHTS AND COMPLIANCE**

A. The Union recognizes that the Company will have sole jurisdiction of the management and operation of its business, the direction of its working force, the right to maintain discipline and efficiency in its hangars, stations, shops, or other places of employment, and the right of the Company to hire, discipline, and discharge employees for just cause, subject to the provisions of this Agreement. It is agreed that the rights enumerated in this Article will not be deemed to exclude other preexisting rights of management not enumerated which do not conflict with other provisions of this Agreement.

B. Management employees may assign and/or direct the work of covered employees where Crew Chiefs are not readily available.

### **V.**

#### **DISCUSSION AND OPINION**

##### **A. Background**

In December 2013, the parent companies of LAA and LUS merged. In December 2015, LUS was merged into LAA, with American as the surviving airline. Prior to the merger, the International Association of Machinists and Aerospace Workers (“IAM”) represented fleet service employees at LUS, and the Transport Workers Union, AFL-CIO (“TWU”) represented fleet service employees at LAA. Following the merger, the TWU-IAM Association (the “Union” or “Association”) was formed and certified to represent the combined group of fleet service employees at the merged airline, American.

The Union began negotiations for a merged agreement covering the fleet service employees (and four other combined employee groups, including mechanics) in December 2015. The

negotiations lasted a little over four years, with the parties reaching a tentative agreement in January 2020. American and the Union were both represented at the table by experienced negotiators.

The dispute in this case involves the assignment of fleet services work. Supporting services for Company aircraft above the wing are typically performed by employees working in the craft or class of Passenger Service. Aircraft services below the wing are typically performed by employees in the Fleet Service craft or class. Fleet service work involves baggage handling, ramp services, equipment support, lavatory services, control center, central load planning and a myriad of other related tasks. Within the craft or class of Fleet Services, there are generally two job classifications, Crew Chief and Fleet Service Agent.

Generally speaking, this Grievance focuses on whether assigning fleet service work should be the responsibility of Crew Chiefs or the responsibility of Allocators, a newly created management position. The dispute arose following the Company's decision to move from a gate-staffing model to a dynamic staffing model and following extensive bargaining over the subject of work assignment as part of the negotiations leading to the 2020 JCBA.

#### **B. Pre-Merger and Pre-JCBA Assignment of Fleet Service Work**

The record evidence regarding the practice of assigning fleet service work prior to the merger and the JCBA is conflicting.

According to Company witnesses, pre-merger and pre-JCBA, the Company managers assigned work to fleet service agents and Crew Chiefs at some LUS and LAA locations. At other LUS and LAA locations, Crew Chiefs assigned the work. According to these witnesses, irrespective of who assigned the work, management decided whether to have managers or Crew Chiefs assigning fleet service work at both LUS and LAA. Company witnesses described assignment work as a desk job in which the manager or Crew Chief essentially worked out of an office, not at the gate or terminal with fleet service crews. Company witnesses further testified that the nature of Allocator assignment work is inconsistent with working as a member of a fleet service crew that supports flights in the gate and terminal area.

Union witnesses testified to the contrary. According to Union, Crew Chiefs have been exclusively responsible for assigning work at hub and gateway operations for both LUS and LAA for 20-30 years. According to the Union, the examples cited by the Company do not contradict this longstanding practice since they are "one offs" and did not occur in operations large enough to support hub and gateway service. Having Crew Chiefs perform assignment work is integral to the job of the Crew Chief. A Crew Chief is responsible for overseeing the work of fleet service agents. If a Crew Chief doesn't have the ability to assign work, he can't possibly perform his job.

#### **C. Gate-Staffing, Dynamic Staffing and the Allocator Position.**

Prior to 2020, American used a gate-staffing model to deliver Fleet Service support work. The gate staffing model assigned fleet service crew consisting of Fleet Service Agents and a Crew Chief to each gate at an airport. This crew would stay at that same gate most of the day and service

aircraft as they arrived and departed. This model was easy to manage because each gate had a full crew at all times. Crew Chiefs directed the work at each gate, and there was not extensive movement between gates. Not surprisingly, the gate-staffing model was inefficient and put the Company at a competitive disadvantage to other airlines that were using a dynamic staffing model. Beginning in 2020 the Company shifted from a gate-staffing model to a dynamic staffing model.

Under its newly-implemented dynamic staffing model, the Company moves fleet crews and Crew Chiefs to different gates throughout the day based on where they are needed to optimize productivity and minimize cost. The Company's shift to dynamic staffing was enabled by new optimization software, GS RealTime, that allowed the Company to take into account a multitude of variables in making decisions about where crew resources are needed. In order to manage the new software and the broader scope of resource allocation now possible, the Company created a new position called an Allocator. The Company assigned managers rather than Crew Chiefs to the Allocator positions. As a result of the Company's creation of and transition to the Allocator role, no Crew Chief lost his job as a Crew Chief. However, the change to a dynamic staffing model eliminated many desirable, biddable Crew Chief positions. According to the Union, the Company eliminated approximately 387 biddable Crew Chief positions.

The Company argues the Allocator position is different from and broader in scope than the work previously performed by Crew Chiefs. Company witnesses likened the position to the "nerve center of the airport." Allocators must take into account employee shift information, flight data, and other information from Passenger Service and Air Traffic Control, and make decisions on how to plan and allocate the Company's manpower resources for the operational needs of a given day. The job is fast-paced, analytical, and collaborative, requiring Allocators to be "fully dedicated" to "overseeing and planning the operation," as well as available to respond to other planning groups and leaders that depend on them. Because Allocators can move entire crews from gate to gate, they move not only fleet service agents, but also other Crew Chiefs. Using Allocators to assign work is part of management's sole discretion to direct the work forces.

The Union argues the work performed by the Allocators is the same work historically performed by Crew Chiefs. Depending on the nature of the bid position, some Crew Chiefs work in offices rather than onsite with their crews. The Company routinely trains Crew Chiefs on new technology or software adopted by the Company. Crew Chiefs exercise considerable independent judgment in managing the work of fleet service agents and periodically shift agents from one work assignment to a different assignment. Crew Chiefs are responsible for assuring that the work assigned to their crews is properly and timely completed.

#### **D. JCBA Bargaining History**

Both parties adduced evidence bearing on the bargaining history leading to the adoption of Articles 7 and 39 of the JCBA. Not surprisingly, much of the testimony reflected the subjective views of the respective negotiators. The negotiators for both Parties testified about what their proposals meant and what the other side must have understood based upon previous practice and the clear language of their proposals. To the extent relevant, the Board will discuss bargaining history further in the analysis below.

At this point, suffice it to say that the Company repeatedly proposed that Crew Chiefs must be qualified in and capable of performing the duties of their classifications. In addition to being a working member of the crew, the Company proposed the Fleet Service Crew Chiefs would lead and direct the work of Fleet Service employees on their assigned crews. Because of the cost involved in having Crew Chiefs only perform assignment work and not perform work as part of their team, the Company maintains it would not have reached an agreement with the Union if the agreement did not make a Crew Chief a working member of his crew.

For its part, the Union's proposed language for Article 7.D. that came from the Mechanic and Related agreement, and not from the Fleet Service agreements for either LUS or LAA. The language of the LUS agreement made Fleet Service Lead Agents (the equivalent of LAA Crew Chief) working member of their crews and provided that that Fleet Service Lead Agents might be required, as a working member of their group, to lead and direct fleet service crew members. The language for Article 7.D. repeatedly proposed by the Union specified that the primary duty of Crew Chiefs is to assign, direct and approve the work of fleet service agents. The Union argues this language captured the existing and long standing practice for Crew Chief job duties. The Union notes that it accepted what ultimately became the language of Section 7.D. of the JCBA as confirmation of the existing right for Crew Chiefs to assign the work of fleet service agents. That right included, in the Union's view, a longstanding practice for Crew Chiefs performing the assignments of all fleet service work at hub and gateway locations.

With regard to Article 39, the management rights provision of the JCBA, Company representatives testified the Union and Company exchanged multiple proposals during 2016 and 2017. According to the Company, American negotiators rejected the Union's initial proposal on Article 39.B. because it considered the proposal to be inappropriate for a management rights clause. Company witnesses testified that Union representatives explained that their proposal was intended to ensure that Crew Chiefs, and not management, are leading and directing their assigned crews. After further discussion that narrowed the proposed language, the Company ultimately agreed that the Company may "assign and/or direct the work of covered employees where Leads (Crew Chiefs) are not readily available." The Company and Union agreed to this language in Article 39 before the Parties began negotiations on Article 7.

According to the Union negotiators, the Company initially proposed language highly favorable to the Company in Article 39.A. The Association counter proposed language that prohibited management from doing *any* fleet service work. While the Parties agreed to defer discussion of when managers might supervise agents until later negotiations over scope, the Company and the Union did agree to a limitation on when management could "step into the shoes" of Crew Chiefs in exchange for the language sought by the Company in 39.A. In that regard, the Parties agreed on the current language in Article 39.B. of the JCBA that allows management employees to direct the work of fleet service agents only when a Crew Chief is not readily available. The relevant language does not obligate management employees to assign fleet service work if a Crew Chief is not readily available, but the language provides that Company "may" use managers to do so if it so desires. The Union notes the Company representatives were highly experienced bargainers, and the Company representatives neither proposed nor explained that the language of Article 39.B. only applied to a limited segment of a workgroup, such as loading and unloading aircraft performed at a gate.



## VI. DISCUSSION AND OPINION

The starting point for a grievance alleging a violation of a collective bargaining agreement is the language of the agreement itself. In a typical contract interpretation dispute, as is the case here, the Union bears the burden of proof, and the language of the agreement provides starting point for the analysis. If the meaning of the disputed language is clear and unambiguous, the language must be enforced as written. If the language is ambiguous, either latently or patently, then bargaining history, past practice and parol evidence may be considered in determining the meaning of the contract language.

For the reasons discussed below, the Board concludes the language of Articles 7.D., E., Article 8 and Article 39.B. is clear and unambiguous and must be interpreted as written.

### A. Classifications and Qualifications -- Article 7.D. and E.

First, Article 7.D., the provision of the JCBA most germane to this grievance, states that Crew Chiefs will “lead and direct the work of Fleet Service employees **on his assigned crew.**” This language by its plain terms provides that the “leading and directing” activity by a Crew Chief is limited to fleet service employees who are “**on his assigned crew.**” The language does not empower Crew Chiefs to lead and direct other Crew Chiefs nor does it contemplate leading, assigning or directing fleet service employees who are not on his assigned crew. To the extent the work claimed by the Union encompasses the Allocator’s assignment of Crew Chiefs or the assignment of fleet service agents before they are assigned to a Crew Chief, the Company’s use of Allocators does not violate Article 7.D. of the JCBA. The Company is entitled to determine how it covers fleet service work and, in this case, has switched from a gate-staffing model to a dynamic staffing model. In both cases, the Company has the right to determine how fleet service teams are deployed to perform fleet service work.

Second, Article 7.E., another provision of the JCBA relied on by the Union, states that Crew Chiefs must “ensure **employees assigned to his crew are properly utilized and instructed for the efficient performance of their daily work . . . .**” Here again, the plain language of the JCBA fails to include the assignment of Crew Chiefs or fleet service agents not assigned to the Crew Chief’s crew as being within the scope of a Crew Chief’s responsibility. Rather, it limits a Crew Chief’s responsibility to properly utilizing and instructing employees on his crew.

Third, Article 7.F. of the JCBA provides that the Company may request Crew Chiefs, at management discretion, to assist management in several areas. One of those discretionary areas includes “assisting management in operational planning and scheduling.” This provision makes no sense if the work of operational planning and scheduling “belongs” to Crew Chiefs. However, the language is consistent with Allocators initially assigning work and management, at its discretion, requesting the Crew Chiefs to assist in performing the assignment work.

Fourth, assuming arguendo any ambiguity exists in interpreting the language of Section 7.C. or D., the bargaining history for these Articles underscores the foregoing interpretation. From the outset of negotiations, Company proposals contemplated that the primary responsibility of Crew Chiefs would be working as members of their crew and that they would lead and direct the work of the agents assigned to their crews. The Union proposals countered by insisting that the **primary** responsibility of a Crew Chief was to “assign, direct and approve” the work performed by fleet service agents. The Union proposals contemplated that Crew Chiefs would assist their crews in performing work only so long as the assistance did not interfere with their primary responsibility of assigning, directing and approving the work of their crews.

The Company and Union negotiated Article 7 of the JCBA between July 2017 and February 2020, exchanging 21 proposals over that time with very little movement by either Party on the core principles. Eventually, the Union agreed to the Company insistence on a Crew Chief being part of a working crew, and, subsequently, the Union agreed to remove the language from its proposal insisting that the primary responsibility of a Crew Chief is to “assign, direct and approve” work performed by his crew. It is axiomatic that a party may not achieve through arbitration that which it bargained for and did not attain at the bargaining table. As reflected by the proposals made during negotiations, the Union bargained for and was unable to achieve language making a Crew Chief’s primary responsibility the assignment and direction of fleet service work. The language proposed by the Company, making Crew Chiefs a working member of his crew and limiting Crew Chief’s “managerial” responsibilities to member of his crew, became the current language of the JCBA.

Fifth, the Union’s past practice argument is not persuasive. The practice argument here is a bit problematic since it involves different language under two different contracts and job titles that varied from LUS to LAA. However, even if the Board concludes that a binding past practice existed, that practice is subject to change by the Parties. In this situation and as discussed above, the plain language of the agreement as well as the bargaining history reflect an agreement to change the practice.

#### **B. Recognition of Rights and Compliance -- Article 39.B.**

Although disputes may arise about the inter-relationship between Articles 7.D. and E. and Article 39.B., the language is clear and unambiguous as it applies to fleet service agents assigned to a Crew Chief. Article 7.D. and E. provide that Fleet Service Crew Chief will lead and direct the work of Fleet Service employees on his assigned crew. Article 39.B. specifies “Management employees may assign and/or direct the work of covered employees where Crew Chiefs are not readily available.” Reading these three Articles together, once Allocators assign a Crew and Crew Chief to particular work area, the Crew Chief is responsible for leading, directing and assigning the actual work tasks to be performed by individual crew members (e.g., directing an individual crew member to work in the belly of an aircraft, directing an individual crew member to work the belt loader, or directing an individual crew member, including ABR fleet agents, in their individual work tasks, at multiple aircraft and gates throughout the course of the workday.” Management may use an Allocator or other manager to perform this Crew Chief work only where a Crew Chief is not readily available. For example, when operational irregularities or other emergencies render a Crew Chief unavailable.

**C. Article 8 – New Equipment and New Technology**

Article 8 of the JCBA requires that bargaining unit employees will be assigned to and trained on new equipment and technology falling within the scope of the JCBA. In as much as the Board concludes the disputed work of the Allocator is not covered by the JCBA, the Union failed to prove a violation of Article 8.

**VII.**  
**AWARD**

The Company did not violate Articles 7.D., E., F. and related provisions of the JCBA by using Allocators, a management position, to assign Fleet Service Agents and Crew Chiefs. Although the record in this case does not establish a violation of Article 39.B of the JCBA by the Company using management employees to assign and direct the work of covered employees where Crew Chiefs were readily available, under such circumstances in the future the inter-relationship between Articles 7.D and E. and Article 39.B as described above in VI.B. should provide guidance as to what is and is not permissible. The Company did not violate Article 8 of the JCBA when it failed to assign and train Fleet Service Crew Chiefs on new equipment or technology associated with the Allocator function.

Stephen Crable

Date: September 25, 2021

Stephen Crable, Neutral Board Member

Robert [Signature]

(concur/dissent)

Date: 9/27/21

Association Board Member

Lang Pt

(concur/dissent)

Date: 9/28/21

Company Board Member