
**Federal Court Report**

**Court Lacks Jurisdiction over FMLA Claim Covered by Union Contract**

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An employee's right to compensation and benefits under a union contract, even if alleged as a Family and Medical Leave Act (FMLA) claim, should not be decided by a court, according to the U.S. District Court for the Western District of North Carolina.

The plaintiff worked as a pilot for American Airlines and was covered by a union contract.

The airline required its pilots to participate in recurring classroom and flight simulator training. After the plaintiff participated in training in early 2020, the airline determined that the plaintiff needed additional remedial training and classified the plaintiff with a "paid awaiting qualification" status. This allowed him to continue to receive pay and benefits but not fly.

The defendant scheduled the plaintiff for remedial training six times between February and May 2020, but the plaintiff was unable to complete the training due to illness or taking FMLA leave to care for his mother. The airline had approved the plaintiff for intermittent FMLA leave to care for his mother since 2011.

After a text message exchange between the plaintiff and the airline concerning the need for the plaintiff to remain qualified despite his FMLA leave, the airline rescheduled the plaintiff for additional remedial training in June. The plaintiff was again unable to attend due to FMLA leave. At that time, the airline placed the plaintiff on unpaid status.

A federal lawsuit followed. The plaintiff claimed that the airline placed him on unpaid status in retaliation for using FMLA leave. The airline denied those accusations and argued that it moved the plaintiff to unpaid status only after he repeatedly failed to attend scheduled training and after he advised the airline he could not commit to any training dates. The airline asserted that its action complied with the requirement in the union contract that the plaintiff remain qualified to fly.

The airline also argued that the plaintiff was improperly attempting to disguise a contractual grievance as an FMLA claim. The plaintiff replied that his FMLA retaliation claim was separate from a contractual grievance and said his claim before the court would not preclude him from also challenging the matter under the union contract. The court disagreed.

The court held that ruling in the plaintiff's favor would require it to interpret the union contract as holding that the plaintiff was entitled to contractual pay and benefits even when he was not qualified to fly. Because that determination required interpretation of the union contract, the court found that the determination had to be made through the contractual dispute resolution procedure.

*Green v. American Airlines Inc.*, W.D.N.C., No. 3:20-CV-505 (Feb. 2, 2022).

**Takeaway:** Individuals who are covered by union contracts may not have the ability to pursue contract-related questions in court. Courts may not have the ability to hear claims that require the interpretation or application of a union contract.

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