



Local 514

Truth Be Told

Thinking of Retiring?

Please contact Local 514's Retirement Counselor Mark Loeber for details. Contact details are listed below:

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Bankruptcy Information

Information about the bankruptcy comes almost everyday for hearings etc. The informer only goes out weekly. For the most current information, we highly recommend that you go to the computer at home or at work and go to www.twu514.org and see daily up to the minute updates. This is the fastest and most reliable way to be informed. You can also sign up for updates at www.twu.org (the International TWU website).

Over the past six months, as our union and this Local have been fighting in bankruptcy court and in the 1113 process to preserve everything we could for our members, at least two organizations, AMFA and the IBT, have used the opportunity to attack the TWU and try to replace us as the representatives of mechanic and related employees at American in general and Tulsa in particular. We have not responded to either of these organizations because we wanted to make sure all of the resources of this union were used to obtain the best result that can be obtained in an ugly and unfair legal process.

The process is coming to an end we will now begin to respond point by point to the numerous misrepresentations of law and fact made by those trying to replace the TWU. The first such misrepresentation is that if a union successfully raids an incumbent union the Railway Labor Act allows the new union to compel the employer to open negotiations for a new agreement even though the existing contract is not amendable. As the TWU International has made clear, this claim is total nonsense and contradicts direct guidance given by the National Mediation Board. That guidance and numerous court decisions make clear that if a new union replaces an incumbent union it inherits its entire agreement including its amendable date. A raiding union has no greater right to negotiate under the RLA than an incumbent union and, when evaluating such a claim, think to yourself-- why would the law treat one union different than another?

The IBT, in arguing for a bogus interpretation of the law, has referenced a case called USAir v AFA. But, that twenty year old case involved the merger of the Trump Shuttle flight attendants into the far larger USAir group, not a situation in which one union displaced another in an NMB representation election. You may recall that the Trump Shuttle (once the Eastern Shuttle) was acquired and then absorbed by USAir and ceased to exist. The TWU represented the flight attendants, but when its group was merged into the larger USAir group, its certification was also extinguished and the contract between these two parties ceased to exist. In defining the question before it, the Court stated "The parties agree that this case presents a single question: 'What is the status quo for the Shuttle Flight Attendants to be observed by the parties pending negotiation of a new collective bargaining agreement?'"

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The AFA argued that the status quo was its agreement with USAir; the Company argued that the status quo was the conditions set in the defunct agreement between the TWU and the Trump Shuttle. The Court agreed with the Company and stated that the old agreement set the status quo and if the AFA wanted to cover the shuttle attendants with the USAir contract it had to negotiate the matter.

In the process of unraveling the dispute, the Court also said that “Absent agreement to the contrary, the employees in the absorbed unit start out with the rates of pay, rules, and working conditions existing in the contract in effect before the change in representatives.” However, it added that the AFA was “not locked into the old contract for any defined period of time...” and that “a newly certified union **in situations such as this** has full bargaining rights.” The term “situations such as this” obviously refers to what the court was dealing with – a case involving “an absorbed unit” due to a merger, purchase or acquisition where terms are set by a defunct contract, not a raid. This is nothing new – you may recall when AA purchased TWA all of the AA unions, including the TWU, negotiated to cover the incoming TWA employees with the AA agreements. Until such agreements were reached the former TWA employees were covered by the status quo set by their old agreements with TWA. However, because those agreements were all defunct, the Company opened negotiations – not for the entire unit—but for the incoming TWA personnel.

You should think about one other thing. The organizations seeking to replace the TWU -- AMFA and the IBT—have themselves been subject to a number of raids in this industry over the last several years. AMFA was raided by the IBT at UAL and Horizon (they, of course, also lost representation at NWA and, more recently, Mesaba). The IBT was raided by an independent flight attendant union at NWA (which was then raided by the Association of Flight Attendants), by AMFA at SWA, and successfully resisted an attempted raid by AMFA at Horizon. As you would expect, neither of these organizations ever advised their members that the new union could open the existing agreement *when they were defending against a raid*. We are only told about this concocted legal theory when it is convenient and suits the purpose of the raiding union

The TWU doesn't work that way. Any organization which seeks to replace us will have the same bargaining rights as we have, no less and certainly no more. In future Informers we will examine how those rights have been used the organizations trying to replace us when dealing with bankruptcies, particularly with respect to protecting work, pay, and pensions.