INTERNATIONAL BROTHERHOOD OF TEAMSTERS

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Dear AA Mechanics & Related:

Recently, both the TWU and AMFA have been up to their old tricks, continuing to play their old saws that the IBT has disproven previously. But when they only have one or two tricks, and nothing positive to talk about, there is little alternative for them but to keep on trying the same thing over and over again to see if they can finally sell it through sheer repetition.

The first big lie is that a new bargaining representative would not have the right to re-open the contract after having taken over from TWU. TWU claims there is no right to do so, and AMFA has also foreclosed the possibility. The IBT takes the position that the law does permit this, and we will fight against American Airlines, in the courts if necessary, to make sure the right of employees to renegotiate the contract is respected.

AMFA's counsel states that the change of representatives does not automatically alter collective bargaining agreements, citing to the Association of Flight Attendants v. USAir , 24 F.3d 1432 (D.C. Cir. 1994). While that is true enough, AMFA cuts and pastes from that case just enough to conceal the real point. The real point is that in a merger situation:

> Absent agreement to the contrary, the employees in an "absorbed" unit start out with the rates of pay, rules and working conditions existing under the contract in effect before the change in representative. The carrier may not unilaterally modify these terms except pursuant to bargaining and after exhausting the procedures set forth in sections 155 and 156 in the Act. We do *not* hold, however, that the Shuttle flight attendants or their new bargaining agent, AFA, are in any way limited by the Eastern-TWU contract in their pursuit of new terms of employment, or that they are locked into the old contract for any defined period of time, regardless of what the contact may provide. **In other words, USAir cannot refuse to bargain over new terms based on a claim that bargaining has been settled under the pre-existing contract. Instead, we hold that a newly certified union in situations such as this one has full bargaining rights with respect to covered employees without regard to whether the employees previously have been covered by a collective bargaining agreement.**

Accordingly, although AMFA would apparently forgo your rights to re-negotiate the contract upon certification, the IBT will enforce the law and make sure that in a merger with US Airways,

your contract is renegotiated to ensure that the new equities of the situation – working for the world's largest carrier with a very improved financial future – are taken into consideration.

The second big lie is TWU's. Apparently, TWU has been telling employees that they will lose their equity stake if the IBT is elected. But as we have pointed out time and again, the equity stake has been earned by the employees of the company, not by the TWU. The TWU is just a placeholder, and it only "gets" the money for as long as it takes to distribute it fairly. As even AMFA notes in their counsel's letter, if the TWU were to withhold any money or distribute it unfairly because Mechanics and Related employees sought different representation, TWU would be essentially stealing your money and violating their duty to you. See Rakestraw v. United Airlines, 981 F.2d 1524, 1535 (7th Cir. 1992). The IBT would not allow TWU to get away with this theft, and would take any and all legal actions necessary to recoup all of the money the company owes to you.

Sincerely,

Nicolas M. Manicone
IBT Staff Attorney