What A New Union Can Do

Is American Airlines Required to Bargain with a New Union Over Changes to the Existing Mechanics' Contract? Yes!

✓ The law on this issue is clear. Under the Railway Labor Act, after winning an election, a newly-certified union such as the IBT can serve a Section 6 opener and the Carrier is obligated to negotiate over the terms of a new agreement. The starting point for such negotiations is the existing rates of pay, rules and working conditions of employees established by their existing agreement. Further, a carrier may not refuse to negotiate with a newly-certified union on the basis that the employees it represents are already covered by a collective bargaining agreement that was negotiated by a previous union regardless of when the existing agreement becomes amendable.

✓ *In Association of Flight Attendants (AFA) v. USAir, Inc.*, 24 F.3d 1432 (D.C. Cir. 1995), the United States Court of Appeals for the District of Columbia Circuit described a carrier's duty to bargain after a change in representation. It did so in addressing AFA's effort to apply its collective bargaining agreement with USAir to the much smaller flight attendant work group employed by Trump Shuttle and previously represented by TWU following USAir's assumption of managerial control of the Shuttle. The Court of Appeals held that the status quo applicable to the Shuttle employees (i.e., their existing rates of pay, rules and working conditions) was set by their existing collective bargaining agreement negotiated by the TWU and that the status quo prevailed until modified by an agreement between AFA and the carrier.

✓ To be clear, the Court of Appeals explained that a carrier "cannot refuse to bargain over new terms based on a claim that bargaining has been settled under the pre-existing contract." The Court continued, "Instead, we hold that a newly-certified union in a situation 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." The decision of the Court of Appeals for the District of Columbia was bolstered by its rejection of the notion that USAir or AFA were bound by the collective bargaining agreement negotiated by the TWU for the flight attendants employed by the Trump Shuttle. The Court rejected that notion out of hand, reasoning that "it is also clear that neither USAir nor AFA is contractually bound by the Eastern-TWU agreement, for these parties have not assented to any of the terms of that agreement." Additionally, "The application of one union's collective bargaining agreement to another union's members would create a situation where those members would have, in effect, two representatives. But, one could no more have two exclusive representatives than – to use the old baseball expression, – 'two men on second base.'"

✓ Therefore, while the IBT would inherit the existing TWU/American contract as the status quo if the American Mechanics and Related choose the IBT as their representative, American is obliged to agree to commence negotiations over intended changes in the contract within 30 days of receiving notice of such changes pursuant to Section 6 of the RLA, 45 U.S.C. § 156, even though a later amendable date appears in the existing contract.

American Airlines is required by law to open up and negotiate changes to the existing contract once the Teamsters win the representational election for the mechanics and related craft and class.

AA Mechanics and Related for

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