



AIR LINE TECHNICIANS
ASSOCIATION

RIF Letter of Agreement Emergency Clause / Force Majeure Clause

The Teamsters want us to ratify a Letter of Agreement covering the Teamsters' handling of the RIF. One of the main issues with the RIF Process was how "surplus" was determined or calculated.

Surplus is defined as "an overage of headcount in a particular bid area." The obvious question is what went into this decision? How was this determined or calculated? Who decided this and on what basis was this determined?

We know the Company claimed the "Emergency" or "Force Majeure" clause in the contract permits them to take extraordinary, unilateral action because of the pandemic. However, the legal counsels we have consulted have told us this is not true. There are limits to what a party seeking to use the emergency clause can do and specific legal standards that must be met. More importantly, the standard to be met varies state by state - did the Company's actions comply with all these rules? Who knows? The Teamsters have told us nothing and seemed to have just gone along with the company.

Using such a clause is also guided by what the parties contracted for in such an event. It is not a blank check to do whatever you want. Designed to limit damages where the reasonable expectations of the parties and the performance of the contract have been frustrated by circumstances beyond the control of the parties, under California case law, mere increase in expense by itself does not excuse the performance unless there exists extreme and unreasonable difficulty, expense, injury, or loss involved. How then can the Company justify moving work, disproportionately furloughing so many people from SFO, telling us people want to live in Texas and not California. That does not meet the standard.

Our contract already spells out what is to happen in these events and the contract is still in-force. Why did the Teamsters permit the company to take all these harsh and discriminatory actions outside of the terms of the contract? Who knows?

Until we do know, we must vote no. The Company gutted the SFO Station. The Company moved work, and determined over 1,000 Techs were surplus, and yet added jobs across the System at other Stations like IAH, MCO, and TPA. On what basis did the Company do this? Why did the Teamsters let them? We deserve answers to these questions before we are asked to vote on ratifying these decisions.

750 Alaska AMFA Technicians won their "Force Majeure" Arbitration. Their Union fought and won. because they use Professionals. At the same time the Teamsters rolled over and signed a letter of agreement to deny our grievances and furloughed over a thousand United Technicians.

VOTE NO - DEMAND TRANSPARENCY AND ACCOUNTABILITY

STAY INFORMED!

The United ALTA Organizing Committees
IAH *SFO * LAX * MCO * DEN* ORD * EWR * IAD

Building a Professional Craft Union for Technicians