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IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
ALEXANDRIA DIVISION

INTERNATIONAL ASSOCIATION )  
OF MACHINISTS AND )  
AEROSPACE WORKERS )  
9000 Machinists Place )  
Upper Marlboro, MD 20772 )  
(301) 967-4510, )

Civil Action No.

IAM&AW DISTRICT LODGE 141 )  
1771 Commerce Drive )  
Suite 103 )  
Elk Grove Village, IL 60007 )  
847-640-2222, )

**COMPLAINT TO COMPEL A  
PROCEEDING OF THE SYSTEM  
BOARD OF ADJUSTMENT  
(45 U.S.C. §184)**

IAM&AW DISTRICT LODGE 142 )  
400 N.E. 32<sup>nd</sup> Avenue )  
Kansas City, MO 64116 )  
816-452-6646, )

Plaintiffs,

v.

US AIRWAYS, INC., an Arizona  
Corporation

4000 East Sky Harbor Blvd.  
Phoenix, AZ 85034,

Defendant.

Plaintiffs INTERNATIONAL ASSOCIATION OF MACHINISTS AND  
AEROSPACE WORKERS ("IAMAW"), INTERNATIONAL ASSOCIATION OF  
MACHINISTS AND AEROSPACE WORKERS, DISTRICT LODGE 141 ("District  
Lodge 141"), AND INTERNATIONAL ASSOCIATION OF MACHINISTS AND  
AEROSPACE WORKERS DISTRICT LODGE 142 ("District Lodge 142"), hereby  
allege:

1. This is an action to compel a proceeding before a System Board of

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1 Adjustment mandated by Section 204 of the Railway Labor Act, 45 U.S.C. §184, to  
 2 resolve a "minor dispute" under the Railway Labor Act, 45 U.S.C. §151, *et seq.*, made  
 3 applicable to carriers by air pursuant to 45 U.S.C. §181.

4 2. This Court has jurisdiction over this action pursuant to 45 U.S.C. §151,  
 5 *et seq.* and 28 U.S.C. §§1331 and 1337. Plaintiffs IAMAW, District Lodge 141 and  
 6 District Lodge 142 (hereinafter together referred to as "the Union parties"), are and  
 7 at all times herein mentioned were, labor organizations representing employees of  
 8 Defendant US Airways, Inc. ("US Airways" or "Carrier").

9 3. Plaintiff IAMAW is an unincorporated association organized for the  
 10 purpose and objective of acting as a "representative" labor organization within the  
 11 meaning of Section 1, Sixth, of the RLA, 45 U.S.C. §151, Sixth. At all relevant  
 12 times to the matters complained of herein, the IAMAW has been and is the certified  
 13 representative of the craft or class of Mechanics and Related employees,  
 14 Maintenance Training Specialists and of the craft or class of Fleet Service employees  
 15 working for Defendant US Airways, Inc.

16 4. Plaintiff District Lodge 141 is an unincorporated association organized  
 17 for the purpose and objective of acting as a "representative labor organization"  
 18 within the meaning of Section 1, Sixth, of the RLA, 45 U.S.C. §151, Sixth. At all  
 19 relevant times to the matters complained of herein, District Lodge 141 has been the  
 20 designated representative of the Fleet Service class and craft of employees at  
 21 USAirways, assigned by the Union to engage in representative duties such as  
 22 engaging in collective bargaining, enforcement of the parties' collective bargaining  
 23 agreement, and grievance handling.

24 5. Plaintiff District Lodge 142 is an unincorporated association organized  
 25 for the purpose and objective of acting as a "representative labor organization"  
 26 within the meaning of Section 1, Sixth, of the RLA, 45 U.S.C. §151, Sixth. At all  
 27 relevant times to the matters complained of herein, District Lodge 142 has been the  
 28 designated representative of the Mechanic and Related, and Maintenance Training

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1 Specialists classes and crafts of employees at USAirways, assigned by the Union to  
 2 engage in representative duties such as engaging in collective bargaining,  
 3 enforcement of the parties' collective bargaining agreement, and grievance handling.

4 6. Plaintiffs are informed and believe and thereupon allege that US  
 5 Airways, Inc. has been, at all times pertinent hereto was, a Delaware corporation  
 6 doing business in the State of Virginia. Defendant is a "carrier" within the meaning  
 7 of Railway Labor Act, 45 U.S.C. §151, First.

8 7. Defendant USAirways, Inc. and Plaintiffs IAMAW, and District  
 9 Lodges 141 and 142 are signatories to written collective bargaining agreements  
 10 (hereinafter together referred to as "the Collective Bargaining Agreements") that set  
 11 forth terms and conditions of employment for employees of USAirways, Inc.  
 12 represented by the IAMAW. At all relevant times, the terms and conditions of  
 13 employment of the IAMAW-represented employees of USAirways, Inc., have been  
 14 and are governed by the terms of the parties' negotiated collective bargaining  
 15 agreement.

16 8. As is mandated by the Railway Labor Act, both Collective Bargaining  
 17 Agreements contain provisions for the resolution of disputes regarding the  
 18 interpretation and application of terms of the collective bargaining agreement. Both  
 19 agreements provide that such disputes not resolved through a grievance process may  
 20 be referred to a System Board of Adjustment established pursuant to Section 204 of  
 21 the Railway Act, 45 U.S.C. §184.

22 8. Both the Collective Bargaining Agreements include a provision  
 23 (hereinafter referred to as the "Change in Control" provision) that provides as  
 24 follows:

25 "Upon a change in control defined as the sale of all or substantially all of the  
 26 assets of common stock of the Company or US Airways Group in a single  
 27 transaction (or in multi-step related transactions) to a single purchaser (or a  
 28 group of purchasers acting in concert), the hourly rates of pay under this

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1 agreement shall be increased to the rates which would have been effective  
 2 following the Pay Parity Adjustment in October 2003 under the Pay Parity  
 3 Letter of Agreement. In addition to such hourly rates of pay, the IAM will  
 4 have the right to extend the duration of the IAM Restructuring Agreement for  
 5 one, two or three years at the IAM's option, past the amendable date of the  
 6 IAM Restructuring Agreement, with across the board wage increases of four  
 7 and one half percent (4.5%) on the amendable date and on each of the three (3)  
 8 annual anniversaries of the amendable date thereafter (i.e., 12/31/08, 12/31/09  
 9 and 12/31/10). For the purposes of this paragraph, "Common Stock" is the  
 10 Common Stock of US Airways Group then outstanding and the Common  
 11 Stock issuable on exchange, exercise, and/or conversion of securities of the  
 12 Company or US Airways Group which are then currently exchangeable into,  
 13 exercisable for, or convertible into such Common Stock."

14 9. On or about September 27, 2005, USAirways and another carrier by air,  
 15 America West, Inc., completed a merger transaction. The Union parties contend that  
 16 this transaction constituted a "change in control" within the meaning of the Change  
 17 in Control provision of each Collective Bargaining Agreement. USAirways has  
 18 contended that this transaction does not constitute a "change in control."

19 12. As a result of that disagreement, District 141 and District 142 filed  
 20 grievances with USAirways contending that USAirways had violated the terms of the  
 21 Collective Bargaining Agreements by refusing to provide those benefits mandated by  
 22 the Change in Control provision of the Collective Bargaining Agreements.

23 13. When the dispute could not be resolved, each District appealed the matter  
 24 to the System Board of Adjustment on or about February 24, 2006. USAirways and  
 25 the Union parties agreed to consolidate these matters before a single System Board of  
 26 Adjustment and the matter has been pending has been scheduled to be heard on  
 27 February 26 and 27, 2007.

28 14. During the entire one year period of time that this matter has been

1 pending before System Board, USAirways has never contended that the System  
 2 Board has not had jurisdiction and, indeed, has participated in the consolidation of  
 3 the case before one System Board, the selection of a neutral member of that System  
 4 Board, and the scheduling of the hearing before that System Board.

5 15. On February 20, 2007, USAirways first asserted that it would not  
 6 participate in the hearing before the System Board and that exclusive jurisdiction  
 7 over this matter was with the Bankruptcy Court that has before it the recent Chapter  
 8 11 proceeding involving USAirways.

9 16. The disagreement regarding the interpretation or application of the  
 10 Change in Control provision in each of the Collective Bargaining Agreements  
 11 constitutes a minor dispute under the Railway Labor Act and, as such, must be  
 12 resolved by a statutorily mandated System Board of Adjustment. The Bankruptcy  
 13 Court has no jurisdiction over this dispute. The System Board of Adjustment  
 14 established by USAirways and by the Union parties constitutes such a statutorily  
 15 mandated System Board of Adjustment and there is no valid legal or factual basis for  
 16 the carrier to fail or refuse to participate in the System Board proceeding.

17 16. The refusal of USAirways to participate in the proceeding of the System  
 18 Board of Adjustment is a violation of each of the Collective Bargaining Agreements  
 19 and of Section 204 of the Railway Labor Act.

20 WHEREFORE, Plaintiffs pray for judgment as follows:

21 1. For a temporary, a preliminary, and a permanent injunction to be made  
 22 and entered upon the conclusion of the trial of this action, directing and ordering the  
 23 System Board of Adjustment established by the Union parties and by USAirways to  
 24 resolve the minor dispute between USAirways and the Union parties regarding the  
 25 interpretation and application of the Change in Control provision of the Collective  
 26 Bargaining Agreements;

27 2. For a judgment, to be made and entered upon the conclusion of a trial in  
 28 this action, declaring the rights and obligations of the parties.


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- 1 3. For the costs and reasonable attorneys' fees incurred in bringing this
- 2 action.
- 3 4. For such other and further relief as this Court determines to be just and
- 4 proper.

5  
6 DATED: February 26, 2007

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