



NATIONAL MEDIATION BOARD

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Re: NMB Case No. RD-7624
Lufthansa Technik Puerto Rico

Dear Participants:

This determination addresses the International Association of Machinists and Aerospace Workers' (IAM) allegations of election interference by Lufthansa Technik Puerto Rico (Carrier) in connection with the application filed by Eric

Matos (Applicant) on May 2, 2025, seeking to decertify the IAM as the representative of the Mechanics and Related Employees employed by the Carrier.

The IAM alleges the Carrier “has engaged in a concerted effort to induce the decertification petition by systemically refusing to bargain in good faith and by strategically imposing wage increases to entice workers to reject the [u]nion.” It further alleges that the Carrier has tainted the laboratory conditions necessary for a fair election by, among other conduct, pressuring employees “to get rid of their union and to sign the decertification showing of interest.” While recognizing that interference claims are ordinarily investigated following an election, the IAM claims this is a “highly unusual case” and asks the National Mediation Board (NMB or Board) to “extend the [two-year] certification bar [under 29 C.F.R. § 1206.4(a)] for an additional year[,] and require [the Carrier] to bargain in good faith.”¹

The Applicant urges the Board to reject IAM’s contentions and requests for relief, and promptly process the application to resolve this representation dispute. The Applicant argues that the NMB is without jurisdiction to address and resolve refusal to bargain allegations, and that NMB case law does not support any alteration of the certification bar in the absence of unusual or extraordinary circumstances. The Carrier argues that the Board lacks jurisdiction to address IAM’s bad faith bargaining claims; and that IAM’s interference claims are premature, false, and without legal merit.

The Board has extended (or tolled) the certification bar only in very limited circumstances not present here. NMB Rule 1206.4, 29 C.F.R. § 1206.4, provides in pertinent part that:

Except in unusual or extraordinary circumstances, the [NMB] will not accept an application for investigation of a representation dispute among employees of a carrier . . . [f]or a period of two (2) years from the date of a certification or decertification covering the same craft or class of employees on the same carrier[.]

In both *Virgin Atlantic Airways*, 21 NMB 183 (1994) and *Express One International*, 28 NMB 385 (2001), for example, the Board tolled the start of the certification bar period based on the date of a federal court’s bargaining order following extended litigation over a carrier’s refusal to bargain. There are no such extraordinary circumstances here.

¹ The IAM was certified by the NMB as the representative of the Carrier’s Mechanics and Related Employees on May 6, 2022. See *Lufthansa Technik Puerto Rico*, 49 NMB 108 (2022).

Section 2, Ninth of the Railway Labor Act requires the Board to investigate representation disputes upon the receipt of an application. Delaying in the absence of extraordinary circumstances would be at odds with the Board's statutory mandate to resolve representation disputes expeditiously.

Further, barring extraordinary circumstances, the Board does not take action on allegations of interference until the end of an election voting period. See NMB Representation Manual Section 17.0; see, e.g., *Piedmont Airlines*, 38 NMB 11 (2010); *Delta Air Lines*, 38 NMB 7 (2010). Because in this case the Board does not find that extraordinary circumstances exist, any allegations of election interference will be addressed, if appropriate, at the end of the voting period consistent with the Board's usual practice, should the Board authorize an election in this case.

As an observation, even in cases where election interference is found to have occurred, the remedies the Board imposes to eliminate the taint of any such interference are limited and consist mainly of rerun elections utilizing the same or a modified ballot; they do not include the kinds of relief the IAM seeks here. See, e.g., *America West Airlines*, 25 NMB 127 (1997); *Key Airlines*, 16 NMB 296 (1989); *Laker Airways*, 8 NMB 236 (1981).

By direction of the NATIONAL MEDIATION BOARD.

A handwritten signature in black ink, appearing to read "Maria-Kate Dowling". The signature is fluid and cursive, with the first name "Maria" and last name "Dowling" being the most legible parts.

Maria-Kate Dowling
General Counsel