

INSERT AT PAGE 828, BEFORE JOHN WILEY & SONS v. LIVINGSTON

14 PENN PLAZA LLC et al. v. PYETT et al.

129 S. Ct. 1456 (2009)

JUSTICE THOMAS delivered the opinion of the Court.

The question presented by this case is whether a provision in a collective-bargaining agreement that clearly and unmistakably requires union members to arbitrate claims arising under the Age Discrimination in Employment Act of 1967 (ADEA), 81 Stat. 602, as amended, 29 U. S. C. §621 *et seq.*, is enforceable. The United States Court of Appeals for the Second Circuit held that this Court's decision in *Alexander v. Gardner-Denver Co.*, 415 U. S. 36 (1974), forbids enforcement of such arbitration provisions. We disagree and reverse the judgment of the Court of Appeals.

I

* * *

Since the 1930's, the Union has engaged in industry-wide collective bargaining with the Realty Advisory Board on Labor Relations, Inc. (RAB), a multiemployer bargaining association for the New York City real-estate industry. The agreement between the Union and the RAB is embodied in their Collective Bargaining Agreement for Contractors and Building Owners (CBA). The CBA requires union members to submit all claims of employment discrimination to binding arbitration under the CBA's grievance and dispute resolution procedures:

"§30 NO DISCRIMINATION. There shall be no discrimination against any present or future employee by reason of race, creed, color, age, disability, national origin, sex, union membership, or any other characteristic protected by law, including, but not limited to, claims made pursuant to Title VII of the Civil Rights Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the New York State Human Rights Law, the New York City Human Rights Code, ... or any other similar laws, rules, or regulations. All such claims shall be subject to the grievance and arbitration procedures (Articles V and VI) as the sole and exclusive remedy for violations. Arbitrators shall apply appropriate law in rendering decisions based upon claims of discrimination." App. to Pet. for Cert. 48a.¹

Petitioner 14 Penn Plaza LLC is a member of the RAB. It owns and operates the New York City office building where, prior to August 2003, respondents worked as night lobby watchmen and in other similar capacities. Respondents were directly employed by

petitioner Temco Service Industries, Inc. (Temco), a maintenance service and cleaning contractor. In August 2003, with the Union's consent, 14 Penn Plaza engaged Spartan Security, a unionized security services contractor and affiliate of Temco, to provide licensed security guards to staff the lobby and entrances of its building. Because this rendered respondents' lobby services unnecessary, Temco reassigned them to jobs as night porters and light duty cleaners in other locations in the building. Respondents contend that these reassignments led to a loss in income, caused them emotional distress, and were otherwise less desirable than their former positions.

At respondents' request, the Union filed grievances challenging the reassignments. The grievances alleged that petitioners: (1) violated the CBA's ban on workplace discrimination by reassigning respondents on account of their age; (2) violated seniority rules by failing to promote one of the respondents to a handyman position; and (3) failed to equitably rotate overtime. After failing to obtain relief on any of these claims through the grievance process, the Union requested arbitration under the CBA.

After the initial arbitration hearing, the Union withdrew the first set of respondents' grievances—the age-discrimination claims—from arbitration. Because it had consented to the contract for new security personnel at 14 Penn Plaza, the Union believed that it could not legitimately object to respondents' reassignments as discriminatory. But the Union continued to arbitrate the seniority and overtime claims, and, after several hearings, the claims were denied.

In May 2004, while the arbitration was ongoing but after the Union withdrew the age-discrimination claims, respondents filed a complaint with the Equal Employment Opportunity Commission (EEOC) alleging that petitioners had violated their rights under the ADEA.

* * *

Respondents thereafter filed suit against petitioners in the United States District Court for the Southern District of New York, alleging that their reassignment violated the ADEA and state and local laws prohibiting age discrimination. Petitioners filed a motion to compel arbitration of respondents' claims pursuant to §3 and §4 of the Federal Arbitration Act (FAA), 9 U. S. C. §§3, 4.

* * *

II

A

The NLRA governs federal labor-relations law. As permitted by that statute, respondents designated the Union as their "exclusive representativ[e] ... for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, or other conditions of employment." 29 U. S. C. §159(a). As the employees' exclusive bargaining

representative, the Union "enjoys broad authority ... in the negotiation and administration of [the] collective bargaining contract." *Communications Workers v. Beck*, 487 U. S. 735, 739 (1988) (internal quotation marks omitted). But this broad authority "is accompanied by a responsibility of equal scope, the responsibility and duty of fair representation." *Humphrey v. Moore*, 375 U. S. 335, 342 (1964). The employer has a corresponding duty under the NLRA to bargain in good faith "with the representatives of his employees" on wages, hours, and conditions of employment. 29 U. S. C. §158(a)(5); see also §158(d).

In this instance, the Union and the RAB, negotiating on behalf of 14 Penn Plaza, collectively bargained in good faith and agreed that employment-related discrimination claims, including claims brought under the ADEA, would be resolved in arbitration. This freely negotiated term between the Union and the RAB easily qualifies as a "conditio[n] of employment" that is subject to mandatory bargaining under §159(a). See *Litton Financial Printing Div., Litton Business Systems, Inc. v. NLRB*, 501 U. S. 190, 199 (1991) ("[A]rrangements for arbitration of disputes are a term or condition of employment and a mandatory subject of bargaining"); *Steelworkers v. Warrior & Gulf Nav. Co.*, 363 U. S. 574, 578 (1960) ("[A]rbitration of labor disputes under collective bargaining agreements is part and parcel of the collective bargaining process itself"); *Textile Workers v. Lincoln Mills of Ala.*, 353 U. S. 448, 455 (1957) ("Plainly the agreement to arbitrate grievance disputes is the *quid pro quo* for an agreement not to strike"). The decision to fashion a CBA to require arbitration of employment-discrimination claims is no different from the many other decisions made by parties in designing grievance machinery.⁵

⁵ Justice SOUTER claims that this understanding is "impossible to square with our conclusion in [*Alexander v.*] *Gardner-Denver* [*Co.*, 415 U. S. 36 (1974)] that 'Title VII ... stands on plainly different ground' from 'statutory rights related to collective activity': 'it concerns not majoritarian processes, but an individual's right to equal employment opportunities.' " *Post*, at 5 (dissenting opinion) (quoting *Gardner-Denver*, 415 U. S., at 51). As explained below, however, Justice SOUTER repeats the key analytical mistake made in *Gardner-Denver*'s dicta by equating the decision to arbitrate Title VII and ADEA claims to a decision to forgo these substantive guarantees against workplace discrimination. See *infra*, at 15-17. The right to a judicial forum is not the nonwaivable "substantive" right protected by the ADEA. See *infra*, at 9, 24. Thus, although Title VII and ADEA rights may well stand on "different ground" than statutory rights that protect "majoritarian processes," *Gardner-Denver*, *supra*, at 51, the voluntary decision to collectively bargain for arbitration does not deny those statutory antidiscrimination rights the full protection they are due.

Respondents, however, contend that the arbitration clause here is outside the permissible scope of the collective-bargaining process because it affects the "employees' individual, non-economic statutory rights." Brief for Respondents 22; see also *post*, at 5-6 (SOUTER, J., dissenting). We disagree. Parties generally favor arbitration precisely because of the economics of dispute resolution. See *Circuit City Stores, Inc. v. Adams*, 532 U. S. 105, 123 (2001) ("Arbitration agreements allow parties to avoid the costs of

litigation, a benefit that may be of particular importance in employment litigation, which often involves smaller sums of money than disputes concerning commercial contracts"). As in any contractual negotiation, a union may agree to the inclusion of an arbitration provision in a collective-bargaining agreement in return for other concessions from the employer. Courts generally may not interfere in this bargained-for exchange. "Judicial nullification of contractual concessions ... is contrary to what the Court has recognized as one of the fundamental policies of the National Labor Relations Act-freedom of contract." *NLRB v. Magnavox Co.*, 415 U. S. 322, 328 (1974) (Stewart, J., concurring in part and dissenting in part) (internal quotation marks and brackets omitted).

* * *

As a result, the CBA's arbitration provision must be honored unless the ADEA itself removes this particular class of grievances from the NLRA's broad sweep. See *Mitsubishi Motors Corp. v. Soler Chrysler-Plymouth, Inc.*, 473 U. S. 614, 628 (1985). It does not. This Court has squarely held that the ADEA does not preclude arbitration of claims brought under the statute. See *Gilmer*, 500 U. S., at 26-33.

* * *

The *Gilmer* Court's interpretation of the ADEA fully applies in the collective-bargaining context. Nothing in the law suggests a distinction between the status of arbitration agreements signed by an individual employee and those agreed to by a union representative. This Court has required only that an agreement to arbitrate statutory antidiscrimination claims be "explicitly stated" in the collective-bargaining agreement. *Wright*, 525 U. S., at 80 (internal quotation marks omitted). The CBA under review here meets that obligation. Respondents incorrectly counter that an individual employee must personally "waive" a "[substantive] right" to proceed in court for a waiver to be "knowing and voluntary" under the ADEA. 29 U. S. C. §626(f)(1). As explained below, however, the agreement to arbitrate ADEA claims is not the waiver of a "substantive right" as that term is employed in the ADEA. *Wright, supra*, at 80; see *infra*, at 15-16. Indeed, if the "right" referred to in §626(f)(1) included the prospective waiver of the right to bring an ADEA claim in court, even a waiver signed by an individual employee would be invalid as the statute also prevents individuals from "waiv[ing] rights or claims that may arise after the date the waiver is executed." §626(f)(1)(C).

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B

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1

The holding of *Gardner-Denver* is not as broad as respondents suggest. The employee in that case was covered by a collective-bargaining agreement that prohibited

"discrimination against any employee on account of race, color, religion, sex, national origin, or ancestry" and that guaranteed that "[n]o employee will be discharged ... except for just cause." 415 U. S., at 39 (internal quotation marks omitted). The agreement also included a "multistep grievance procedure" that culminated in compulsory arbitration for any "differences aris[ing] between the Company and the Union as to the meaning and application of the provisions of this Agreement" and "any trouble aris[ing] in the plant." *Id.*, at 40-41 (internal quotation marks omitted).

The employee was discharged for allegedly producing too many defective parts while working for the respondent as a drill operator. He filed a grievance with his union claiming that he was " 'unjustly discharged' " in violation of the " 'just cause' " provision within the CBA. Then at the final prearbitration step of the grievance process, the employee added a claim that he was discharged because of his race. *Id.*, at 38-42.

The arbitrator ultimately ruled that the employee had been " 'discharged for just cause,' " but "made no reference to [the] claim of racial discrimination." *Id.*, at 42. After obtaining a right-to-sue letter from the EEOC, the employee filed a claim in Federal District Court, alleging racial discrimination in violation of Title VII of the Civil Rights Act of 1964. The District Court issued a decision, affirmed by the Court of Appeals, which granted summary judgment to the employer because it concluded that "the claim of racial discrimination had been submitted to the arbitrator and resolved adversely to [the employee]." *Id.*, at 43. In the District Court's view, "having voluntarily elected to pursue his grievance to final arbitration under the nondiscrimination clause of the collective-bargaining agreement," the employee was "bound by the arbitral decision" and precluded from suing his employer on any other grounds, such as a statutory claim under Title VII. *Ibid.*

This Court reversed the judgment on the narrow ground that the arbitration was not preclusive because the collective-bargaining agreement did not cover statutory claims. As a result, the lower courts erred in relying on the "doctrine of election of remedies" to bar the employee's Title VII claim. *Id.*, at 49. "That doctrine, which refers to situations where an individual pursues remedies that are legally or factually inconsistent" with each other, did not apply to the employee's dual pursuit of arbitration and a Title VII discrimination claim in district court. The employee's collective-bargaining agreement did not mandate arbitration of statutory antidiscrimination claims. *Id.*, at 49-50. "As the proctor of the bargain, the arbitrator's task is to effectuate the intent of the parties." *Id.*, at 53. Because the collective-bargaining agreement gave the arbitrator "authority to resolve only questions of contractual rights," his decision could not prevent the employee from bringing the Title VII claim in federal court "regardless of whether certain contractual rights are similar to, or duplicative of, the substantive rights secured by Title VII." *Id.*, at 53-54; see also *id.*, at 50.

The Court also explained that the employee had not waived his right to pursue his Title VII claim in federal court by participating in an arbitration that was premised on the same underlying facts as the Title VII claim. See *id.*, at 52. Thus, whether the legal theory of preclusion advanced by the employer rested on "the doctrines of election of remedies" or

was recast "as resting instead on the doctrine of equitable estoppel and on themes of res judicata and collateral estoppel," *id.*, at 49, n. 10 (internal quotation marks omitted), it could not prevail in light of the collective-bargaining agreement's failure to address arbitration of Title VII claims. See *id.*, at 46, n. 6 ("[W]e hold that the federal policy favoring arbitration does not establish that an arbitrator's resolution of a *contractual* claim is dispositive of a statutory claim under Title VII" (emphasis added)).

* * *

Gardner-Denver and its progeny thus do not control the outcome where, as is the case here, the collective-bargaining agreement's arbitration provision expressly covers both statutory and contractual discrimination claims.⁸

⁸ Because today's decision does not contradict the holding of *Gardner-Denver*, we need not resolve the *stare decisis* concerns raised by the dissenting opinions. See *post*, at 4, 9 (opinion of SOUTER, J.); *post*, at 2-4 (opinion of STEVENS, J.). But given the development of this Court's arbitration jurisprudence in the intervening years, see *infra*, at 16-19, *Gardner-Denver* would appear to be a strong candidate for overruling if the dissents' broad view of its holding, see *post*, at 6-7 (opinion of SOUTER, J.), were correct. See *Patterson v. McLean Credit Union*, 491 U. S. 164, 173 (1989) (explaining that it is appropriate to overrule a decision where there "has been [an] intervening development of the law" such that the earlier "decision [is] irreconcilable with competing legal doctrines and policies").

2

We recognize that apart from their narrow holdings, the *Gardner-Denver* line of cases included broad dicta that was highly critical of the use of arbitration for the vindication of statutory antidiscrimination rights. That skepticism, however, rested on a misconceived view of arbitration that this Court has since abandoned.

First, the Court in *Gardner-Denver* erroneously assumed that an agreement to submit statutory discrimination claims to arbitration was tantamount to a waiver of those rights. See 415 U. S., at 51. ("[T]here can be no prospective *waiver* of an employee's rights under Title VII" (emphasis added)). For this reason, the Court stated, "the rights conferred [by Title VII] can form no part of the collective-bargaining process since waiver of these rights would defeat the paramount congressional purpose behind Title VII." *Ibid.*; see also *id.*, at 56 ("we have long recognized that 'the choice of forums inevitably affects the scope of the substantive right to be vindicated'" (quoting *U. S. Bulk Carriers, Inc. v. Arguelles*, 400 U. S. 351, 359-360 (1971) (Harlan, J., concurring))).

6

The Court was correct in concluding that federal antidiscrimination rights may not be prospectively waived, see 29 U. S. C. §626(f)(1)(C); see *supra*, at 9, but it confused an agreement to arbitrate those statutory claims with a prospective waiver of the substantive right. The decision to resolve ADEA claims by way of arbitration instead of litigation does not waive the statutory right to be free from workplace age discrimination; it waives only the right to seek relief from a court in the first instance. See *Gilmer, supra*, at 26 ("[B]y agreeing to arbitrate a statutory claim, a party does not forgo the substantive rights afforded by the statute; it only submits to their resolution in an arbitral, rather than a judicial, forum" (quoting *Mitsubishi Motors Corp.*, 473 U. S., at 628)). This "Court has been quite specific in holding that arbitration agreements can be enforced under the FAA without contravening the policies of congressional enactments giving employees specific protection against discrimination prohibited by federal law." *Circuit City Stores, Inc.*, 532 U. S., at 123. The suggestion in *Gardner-Denver* that the decision to arbitrate statutory discrimination claims was tantamount to a substantive waiver of those rights, therefore, reveals a distorted understanding of the compromise made when an employee agrees to compulsory arbitration.

* * *

Second, *Gardner-Denver* mistakenly suggested that certain features of arbitration made it a forum "well suited to the resolution of contractual disputes," but "a comparatively inappropriate forum for the final resolution of rights created by Title VII."

* * *

Third, the Court in *Gardner-Denver* raised in a footnote a "further concern" regarding "the union's exclusive control over the manner and extent to which an individual grievance is presented." 415 U. S., at 58, n. 19. The Court suggested that in arbitration, as in the collective-bargaining process, a union may subordinate the interests of an individual employee to the collective interests of all employees in the bargaining unit. *Ibid.*; see also *McDonald, supra*, at 291 ("The union's interests and those of the individual employee are not always identical or even compatible. As a result, the union may present the employee's grievance less vigorously, or make different strategic choices, than would the employee"); see also *Barrentine, supra*, at 742; *post*, at 8, n. 4 (SOUTER, J., dissenting).

We cannot rely on this judicial policy concern as a source of authority for introducing a qualification into the ADEA that is not found in its text. Absent a constitutional barrier, "it is not for us to substitute our view of ... policy for the legislation which has been passed by Congress." *Florida Dept. of Revenue v. Piccadilly Cafeterias, Inc.*, 554 U. S. ___, ___ (2008) (slip op., at 18) (internal quotation marks omitted). Congress is fully equipped "to identify any category of claims as to which agreements to arbitrate will be held unenforceable." *Mitsubishi Motors Corp.*, *supra*, at 627. Until Congress amends the ADEA to meet the conflict-of-interest concern identified in the *Gardner-Denver* dicta, and seized on by respondents here, there is "no reason to color the lens through which the arbitration clause is read" simply because of an alleged conflict of interest between a

union and its members. *Mitsubishi Motors Corp.*, *supra*, at 628. This is a "battl[e] that should be fought among the political branches and the industry. Those parties should not seek to amend the statute by appeal to the Judicial Branch." *Barnhart v. Sigmon Coal Co.*, 534 U. S. 438, 462 (2002).

The conflict-of-interest argument also proves too much. Labor unions certainly balance the economic interests of some employees against the needs of the larger work force as they negotiate collective-bargain agreements and implement them on a daily basis. But this attribute of organized labor does not justify singling out an arbitration provision for disfavored treatment. This "principle of majority rule" to which respondents object is in fact the central premise of the NLRA. *Emporium Capwell Co. v. Western Addition Community Organization*, 420 U. S. 50, 62 (1975). "In establishing a regime of majority rule, Congress sought to secure to all members of the unit the benefits of their collective strength and bargaining power, in full awareness that the superior strength of some individuals or groups might be subordinated to the interest of the majority." *Ibid.* (footnote omitted); see also *Ford Motor Co. v. Huffman*, 345 U. S. 330, 338 (1953) ("The complete satisfaction of all who are represented is hardly to be expected"); *Pennsylvania R. Co. v. Rychlik*, 352 U. S. 480, 498 (1957) (Frankfurter, J., concurring). It was Congress' verdict that the benefits of organized labor outweigh the sacrifice of individual liberty that this system necessarily demands. Respondents' argument that they were deprived of the right to pursue their ADEA claims in federal court by a labor union with a conflict of interest is therefore unsustainable; it amounts to a collateral attack on the NLRA.

* * *

III

Finally, respondents offer a series of arguments contending that the particular CBA at issue here does not clearly and unmistakably require them to arbitrate their ADEA claims. See Brief for Respondents 44-47. But respondents did not raise these contract-based arguments in the District Court or the Court of Appeals. To the contrary, respondents acknowledged on appeal that the CBA provision requiring arbitration of their federal antidiscrimination statutory claims "is sufficiently explicit" in precluding their federal lawsuit. Brief for Plaintiffs-Appellees in No. 06-3047-cv(L) etc. (CA2), p. 9. In light of respondents' litigating position, both lower courts assumed that the CBA's arbitration clause clearly applied to respondents and proceeded to decide the question left unresolved in *Wright*. We granted review of the question presented on that understanding.

* * *

Respondents also argue that the CBA operates as a substantive waiver of their ADEA rights because it not only precludes a federal lawsuit, but also allows the Union to block arbitration of these claims. Brief for Respondents 28-30. Petitioners contest this characterization of the CBA, see Reply Brief for Petitioners 23-27, and offer record evidence suggesting that the Union has allowed respondents to continue with the arbitration even though the Union has declined to participate, see App. to Pet. for Cert.

42a. But not only does this question require resolution of contested factual allegations, it was not fully briefed to this or any court and is not fairly encompassed within the question presented, see this Court's Rule 14.1(a). Thus, although a substantive waiver of federally protected civil rights will not be upheld, see *Mitsubishi Motors Corp.*, 473 U. S., at 637, and n. 19; *Gilmer*, 500 U. S., at 29, we are not positioned to resolve in the first instance whether the CBA allows the Union to prevent respondents from "effectively vindicating" their "federal statutory rights in the arbitral forum," *Green Tree Financial Corp.-Ala. v. Randolph*, 531 U. S. 79, 90 (2000). Resolution of this question at this juncture would be particularly inappropriate in light of our hesitation to invalidate arbitration agreements on the basis of speculation. See *id.*, at 91.

IV

We hold that a collective-bargaining agreement that clearly and unmistakably requires union members to arbitrate ADEA claims is enforceable as a matter of federal law. The judgment of the Court of Appeals is reversed, and the case is remanded for further proceedings consistent with this opinion.

It is so ordered.

Justice SOUTER, with whom Justice STEVENS, Justice GINSBURG, and Justice BREYER join, dissenting.

The issue here is whether employees subject to a collective-bargaining agreement (CBA) providing for conclusive arbitration of all grievances, including claimed breaches of the Age Discrimination in Employment Act of 1967 (ADEA), 29 U. S. C. §621 *et seq.*, lose their statutory right to bring an ADEA claim in court, §626(c). Under the 35-year-old holding in *Alexander v. Gardner-Denver Co.*, 415 U. S. 36 (1974), they do not, and I would adhere to *stare decisis* and so hold today.

* * *

II

The majority evades the precedent of *Gardner-Denver* as long as it can simply by ignoring it. The Court never mentions the case before concluding that the ADEA and the National Labor Relations Act, 29 U. S. C. §151 *et seq.*, "yiel[d] a straightforward answer to the question presented," *ante*, at 10, that is, that unions can bargain away individual rights to a federal forum for antidiscrimination claims. If this were a case of first impression, it would at least be possible to consider that conclusion, but the issue is settled and the time is too late by 35 years to make the bald assertion that "[n]othing in the law suggests a distinction between the status of arbitration agreements signed by an individual employee and those agreed to by a union representative." *Ante*, at 9. In fact, we recently and unanimously said that the principle that "federal forum rights cannot be waived in union-negotiated CBAs even if they can be waived in individually executed

contracts ... assuredly finds support in" our case law, *Wright*, 525 U. S., at 77, and every Court of Appeals save one has read our decisions as holding to this position, *Air Line Pilots Assn., Int'l v. Northwest Airlines, Inc.*, 199 F. 3d 477, 484 (CA10 1999) ("We see a clear rule of law emerging from *Gardner-Denver* and *Gilmer* [*v. Interstate/Johnson Lane Corp.*, 500 U. S. 20 (1991)]: ... an individual may prospectively waive his own statutory right to a judicial forum, but his union may not prospectively waive that right for him. All of the circuits to have considered the meaning of *Gardner-Denver* after *Gilmer*, other than the Fourth, are in accord with this view").

Equally at odds with existing law is the majority's statement that "[t]he decision to fashion a CBA to require arbitration of employment-discrimination claims is no different from the many other decisions made by parties in designing grievance machinery." *Ante*, at 7. That is simply impossible to square with our conclusion in *Gardner-Denver* that "Title VII ... stands on plainly different ground" from "statutory rights related to collective activity": "it concerns not majoritarian processes, but an individual's right to equal employment opportunities." 415 U. S., at 51; see also *Atchison, T. & S. F. R. Co. v. Buell*, 480 U. S. 557, 565 (1987) ("[N]otwithstanding the strong policies encouraging arbitration, 'different considerations apply where the employee's claim is based on rights arising out of a statute designed to provide minimum substantive guarantees to individual workers'" (quoting *Barrentine v. Arkansas-Best Freight System, Inc.*, 450 U. S. 728, 737 (1981))).

* * *

Nor, finally, does the majority have any better chance of being rid of another of *Gardner-Denver's* statements supporting its rule of decision, set out and repeated in previous quotations: "in arbitration, as in the collective-bargaining process, a union may subordinate the interests of an individual employee to the collective interests of all employees in the bargaining unit," *ante*, at 20 (citing 415 U. S., at 58, n. 19), an unacceptable result when it comes to "an individual's right to equal employment opportunities," *id.*, at 51. The majority tries to diminish this reasoning, and the previously stated holding it supported, by making the remarkable rejoinder that "[w]e cannot rely on this judicial policy concern as a source of authority for introducing a qualification into the ADEA that is not found in its text." *Ante*, at 20. It is enough to recall that respondents are not seeking to "introduc[e] a qualification into" the law; they are justifiably relying on statutory-interpretation precedent decades old, never overruled, and serially reaffirmed over the years. See, e.g., *McDonald v. West Branch*, 466 U. S. 284, 291 (1984); *Barrentine*, *supra*, at 742. With that precedent on the books, it makes no sense for the majority to claim that "judicial policy concern[s]" about unions sacrificing individual antidiscrimination rights should be left to Congress.