

Hello NWP Reps and Members,

This is "LR Chronicles" installment number 2. It has to do with an extremely important issue that needs to be brought to your attention. Recently, it came to my attention that an employee in our region filed a grievance under the IWR (White Book) and I would like to give you the Regional/National opinion of this very important issue.

The employee filed what they believed to be a righteous grievance regarding supervisors in that facility bidding annual leave slots with the bargaining unit employees, thereby taking away certain leave slots from our BUEs. However, as we have all been told repeatedly since September 3, 2006, we DO NOT file grievances under the "white book" and we ONLY file grievances under the green book. This is the national guidance regardless of whether it is an employee filed grievance under Section 8 of Article 9 (green book, employee filed grievance) or Section 11 of Article 9 (green book, Union filed grievance). This employee took it upon themselves to disregard that guidance because in their mind, the white book (Section 7 of Article 9 as well as Article 24) gave a better argument to justify the grievance rather than the green book (Section 8 of Article 9 as well as Article 24). The FACREP of this facility did the right thing when they saw the grievance and told the employee that they would not receive any assistance from the Union due to the fact that the grievance was filed under the white book.

After the grievance went through the process at the facility level and the hub level, this employee took it upon themselves to elevate the grievance to the Regional level. Again, this employee thought that they were allowed to elevate the grievance themselves, which is NOT true and which I will explain below. When I was notified about this grievance, (both that it was filed under the white book and that the employee elevated it themselves to the Regional level), I spoke with the employee and the employee's FACREP. I notified both of them that what I would be doing is notifying the FAA at the Regional level that the Union, at the Regional level, is withdrawing this grievance with extreme prejudice. I also notified the FAA at the Regional level that they better never again, accept a 3rd level elevation (Article 9, Section 8, Step 3 and Article 9, Section 11, Step 2 of

the green book) unless that 3rd level elevation is from an elected or appointed representative of this Union.

That is the background of what drives me to address this issue. I will now explain the two main issues for which I have given you the background above. First, this Union, including all employees that we represent DO NOT file grievances under the white book (Imposed Work/Pay Rules). We have been given this guidance from the Union's National Office. Basically, the reason why we do not file grievances under the imposed rules is because we do NOT recognize the imposed rules as they were not negotiated and ratified. The agency decided it was their right under law (49 USC 40122) to implement their last best offer after they submitted their last best offer to Congress and if Congress did not act within sixty (60) days, their last best offer would become our new "contract". Obviously, NATCA disagrees with this interpretation of the applicable law and as a result, we cannot and will not recognize, in any way, their interpretation of the law and/or their imposed rules.

Any thing that this Union does that could give the agency an argument before a third party (Arbitrator/FLRA/Court of Law) that we recognize and/or agree with their imposed rules, could work against us with all of our efforts at filing grievances, Unfair Labor Practices (ULPs), or law suits. Therefore, we just cannot put ourselves into this untenable situation regarding their imposed rules.

Secondly, while any employee may file a grievance, ONLY the Union may elevate that grievance to the regional level. Here is why: An employee that files an employee filed grievance (Article 9, Section 8, Step 1), basically owns that grievance until such time as Article 9, Section 8, Step 2 is complete. Once Step 2, of Section 8 is complete, the grievance is then "owned" by the Union. This is why Article 9, Section 8, Step 3 states "If the UNION is not satisfied with the decision, the UNION may within twenty (20) calendar days..." (Emphasis mine)

As you can easily see, it is the Union that has the right to elevate to the regional level and NOT the employee. In no circumstances may an employee elevate a grievance (employee filed or Union filed) to the regional level.

In this particular case, it was not only the fact that the employee filed a grievance under the imposed rules but that they also took it upon themselves to elevate the grievance to the regional level (which they are not allowed to do). These are the two reasons why I took it upon myself as the NWP LR Lead to withdraw this grievance with extreme prejudice, which means that this issue can never be raised again. If I would have withdrawn this grievance without prejudice, the issue could have been raised again in the future, under the imposed rules, further eroding our position that there is only one contract.

The bottom line here is that every member needs to take the time to review and understand their rights. However, it needs to be remembered that there are limitations to those rights, and those limitations are there to protect not only the membership, but the Union as a whole.

If there are any question/concerns regarding this very important issue, please feel free to contact me at your leisure.

Mike Hull
NWP LR Lead