

MAILED 12-2-08

28242 S. Salo Rd., Mulino, OR 97042

tel. (503) 710-1515

Tuesday, December 2, 2008

Ms. Pamela Richards,
c/o FLRA, San Francisco Regional Office
901 Market Street, Suite 220
San Francisco, CA 94103-1791


Dear Ms. Richards,

Attached is a copy of my Form 22 for FAA's breach of the Settlement Agreement. This relates to the Settlement initiated by FAA's Glen Rotella last April, for which I withdrew FLRA Case Number SF-CA-08-0087.

I understand most documentation already exists in FLRA files, but please advise if there are any other records I need to submit. Please also advise if I need to modify my charge statement.

Thanks again for your professionalism, and I look forward to closing this case soon.

Sincerely,



Jeff Lewis

AA



UNITED STATES OF AMERICA
FEDERAL LABOR RELATIONS AUTHORITY

CHARGE AGAINST AN AGENCY

FOR FLRA USE ONLY

Case No.

Date Filed

Complete instructions are on the back of this form.

1. Charged Activity or Agency

Name: FAA, Concord ATCT
Address: 201 John Glenn Drive
Concord, CA 94520
Tel.#: (925)685-5743 Ext.
Fax#: (925) 825-1076

2. Charging Party (Labor Organization or Individual)

Name: Jeffrey N. Lewis
Address: 28242 S. Salo Road
Mulino, OR 97042
Tel.#: 503-710-1515 Ext.
Fax#: ()

3. Charged Activity or Agency Contact Information

Name: Neville Jason Ralph
Title: Manager, CCR ATCT
Address: Concord ATCT, 201 John Glenn Dr., Concord, CA 94520
Tel.#: (925)685-5743 Ext.
Fax#: (925) 825-1076

4. Charging Party Contact Information

Name: Jeffrey N. Lewis
Title: ATCS, Concord ATCT (removed)
Address: 28242 S. Salo Road, Mulino, OR 97042
Tel.#: ((503) 710-1515 Ext.
Fax#: ()

5. Which subsection(s) of 5 U.S.C. 7116(a) do you believe have been violated? [See reverse] (1) and 1, 4, 5, and 8

6. Tell exactly WHAT the activity (or agency) did. Start with the DATE and LOCATION, state WHO was involved, including titles.

The Agency has failed to comply with a Settlement Agreement for which I agreed to withdraw FLRA Case Number SF-CA-08-0087.

The original charge was filed 11/19/2007. In short, my charge was that there was a collusion between FAA management and NATCA (the controllers union), and thus a failure to negotiate in good faith on a grievance I had filed.

This FLRA case was assigned to Glen Rotella, FAA Regional Labor Relations, AWP16. Mr. Rotella initiated settlement with me in April 2008, and the result was the copy of the Settlement I signed on 5/1/2008. The Settlement assured my 72-hours of sick leave would be restored, the Agency would allow me a brief timeliness waiver so I could submit grievances for the intervening year (between my first grievance and the date of settlement), and the Agency would provide a letter explaining my current employment status. I was obligated to withdraw ULP SF-CA-08-0087.

On 4/21/2008, I received a letter signed by Andy Richards, SFO Hub Manager, confirming my administrative leave status and including a statement that read, "A return to work plan will be discussed with you at a later date." He never did discuss this further.

The week after I received Mr. Richards' letter, I mailed my signed copy of the Settlement Agreement to Mr. Rotella, along with the one grievance I was filing per the settlement. The grievance sought reimbursements on medical expenses (mandated by the Agency) and restoration of roughly \$42,000 in pay, to correct for gross Agency violations of three Articles of the FAA/NATCA Contract. The Agency ignored my grievance at Step One. I elevated in late May and received a 6/19/2008 letter denying my grievance, signed by Jason Ralph for Andy Richards. I was able to get the Union to elevate the grievance to Step Three, where it was again denied in a letter dated 9/25/2008. The Union gave me a copy of a signed letter, dated 8/25/2008, elevating my grievance for arbitration, but as of 11/26/2008, the FAA headquarters office in charge of arbitrations says they have no such request on file.

Both grievance denial letters (6/19/2008 and 9/25/2008) falsely declared that my sick leave had been restored. As of the latest leave and earning statement I have received (for the pay period ending 11/22/08) there have still been no payments or changes to my sick leave balance. In a phonenumber following my 8/3/2008 letter to him, Mr. Rotella advised one of his co-workers had shown him a copy of paperwork for my sick leave restoration. It appears he was shown paperwork that was never really submitted.

I believe Mr. Rotella was and is sincerely interested in ethical conduct and wishes that I be made whole, but Mr. Richards and others are retaliating against me for asserting my rights through necessary grievance and FLRA charge filings. Mr. Rotella, in the proper application of his authority, negotiated a reasonable settlement agreement; others in the Agency, improperly using their prejudice, are refusing to honor the terms of the Settlement.

7. Have you or anyone else raised this matter in any other procedure? No Yes If yes, where? [see reverse] _____

8. I DECLARE THAT I HAVE READ THIS CHARGE AND THAT THE STATEMENTS IN IT ARE TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF. I UNDERSTAND THAT MAKING WILLFULLY FALSE STATEMENTS CAN BE PUNISHED BY FINE AND IMPRISONMENT, 18 U.S.C. 1001. THIS CHARGE WAS SERVED ON THE PERSON IDENTIFIED IN BOX #3 BY [check "x" box] Fax 1st Class Mail In Person

Commercial Delivery Certified Mail

JEFFREY N. LEWIS

Type or Print Your Name

Jeffrey N. Lewis
Your Signature

12-1-08
Date