



UAL Technicians Fight Teamsters Over CARP Arbitration

AIR LINE TECHNICIANS
ASSOCIATION

To our fellow Technicians at United Airlines

Attached is a letter to the IBT Staff Counsel in Washington DC drafted by our Legal Counsel in response to the Teamsters failure to allow our Technicians their right to arbitration. The letter outlines violations by the IBT.

United Technicians paid for a Legal review of the case. Our professional legal review of the grievance denial found the Teamsters negligent in their duty under the Railway Labor Act (RLA). The Teamsters decision to deny UAL technicians their right to arbitration, violated their statutory rights under the RLA.

In 2016 UAL Technicians filed grievances to enforce [LOA 05-3M to provide CARP Pension benefits](#) to all UAL Technicians [when United Airlines began to maintain the CARP Retirement Pension Plan](#).

UAL technicians have been fighting their own union for over a year to receive CARP Pension Benefits. SFO Teamster union reps have stated to our Technicians they had no case, and ridiculed and belittled them throughout the grievance procedure. The Teamsters also refused to process additional CARP grievances from many UAL technicians across the system.

Based on the Teamsters CARP Denial Letter, we now know what happened during negotiations. From 2010 to 2015 [Teamsters negotiators refused several different offers from United Airlines](#) to give CARP Benefits to ALL sub United Technicians. The Teamsters 6-year refusal to allow CARP Benefits for United Technicians has cost [each of us between \\$800.00 to \\$1500.00 in monthly CARP Benefits](#).

The Teamsters [stated goal was to terminate CARP Benefits for the Continental Technicians](#) as well. This one act alone is basis for teamster's decertification. [It is clear the Teamsters Union is working for its own self-interests and not the United Technicians](#), (just like Teamcare). Their poor legal representation has cost us millions in retirement benefits. **This is why the Teamsters are the most decertified union in America today.**

The following letter to Teamsters Legal counsel, presents case evidence for our right to arbitration. **This is an example of ALTA Professional Representation defending the rights of our Technicians.**

Honest and Experienced Professional Legal Counsel is important in good union representation. We need a *Craft Union like ALPA* that will promote and advance the Technicians who help to maintain the aircraft, components, ground equipment and maintenance bases at United Airlines. **If you want this type of representation sign a card today. Visit our website at www.altauited.com**

**The United ALTA Organizing Committees
IAH ORD SFO DEN EWR IAD LAX**

Nicolas M. Manicone IBT Staff Counsel
25 Louisiana Avenue, NW Washington, DC 20001

Dear Mr. Manicone:

Please be advised that I have filed the above-referenced grievance and will not consent to its withdrawal with or without prejudice. **In the event that the IBT makes a determination that my grievance is without merit, I demand that the IBT honor my statutory right to proceed to an arbitration hearing on the merits with or without IBT support.**

Airline employees have an individual statutory right under the Railway Labor Act to access the grievance and arbitration process mandated by Section 184 of the RLA, with or without the certified union as a party. *Elgin Joliet & Eastern Railway Co. v. Burley et al.*, (1945) (**individual employee's rights are statutory rights, which he may exercise independent of the union**); *Capraro v. UPS Company*, (3rd Cir. 1993) (**"It necessarily follows that an employer and a union, through a negotiated collective bargaining agreement, cannot deprive a category of employees of access to grievance and arbitration process"**); *Miklavic v USAir, Inc.*, (3rd Cir 1994) (concluding that **airline employees are entitled to proceed to arbitration on their own behalf**); *Kaschak v. Consolidated Rail Corp.*, 10 (6th Cir. 1983) (**"The RLA contemplates the presence of three entities: the employer, the individual employee and the union representative of the collective employees. The rights of the individual employee as against the employer are not coextensive with those of the union; each party under the statute maintains a distinct right to enforce the obligations of the other two"**).

The IBT has no authority to supplant an individual grievant party status. *Stevens v. Teamsters Local 2707*, (W.D. Wash. 1980) (finding that the union's withdrawal of individual grievances was in reckless disregard of the statutory rights of the plaintiffs to pursue their own grievances); *Smyj v. Consolidated Rail Corp.*, 1986 U.S. Dist. (S.D.N.Y. 1986); *Pyles v. United Air Lines, Inc.*, (11th Cir. 1996) (**"individual airline employees are entitled to convene special boards of adjustment as a matter of statutory right"**); *Pratt v. United Air Lines, Inc.*, (N.D. Cal. 1978) (**under the RLA, "the Union does not have exclusive control over grievances"**).

In the Stevens decision, the court held: before the defendant union might withdraw a grievance without receiving anything for the employee in return, it must give notice to the employee of its intention to do so.

The union argues that withdrawal of the grievances was not arbitrary because it viewed the grievances as meritless. But plaintiffs' complaint is not that the union improperly viewed the grievances as meritless but rather that the union withdrew the grievances without, according to plaintiffs, their statutory right individually to process those grievances. There has been no reason advanced by the union for its failure to notify plaintiffs prior to the withdrawal of the grievances. The Court concludes that the withdrawal of the grievances without prior notice lacked any rational basis and was arbitrary. Turning to the egregious conduct test, the Court finds that the withdrawal was in reckless disregard of the statutory rights of the plaintiffs to pursue their own grievances, that the foreclosing of the rights of plaintiffs with respect to the grievances severely prejudiced them, and that the policies behind the duty of fair representation would not be harmed by imposing liability in this case. *Stevens, 504 F. Supp. at 336 (citations omitted)*.

Please acknowledge receipt of this letter, and that you will honor my statutory right to proceed to arbitration, at your earliest convenience.