

1 James E Seitz

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3 *Pro Se Plaintiff*
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8 **IN THE UNITED STATES DISTRICT COURT**
9 **FOR THE NORTHERN DISTRICT OF CALIFORNIA**
10 **OAKLAND DIVISION**
11

12
13 JAMES E SEITZ

14 Plaintiff,

15 vs.
16

17
18 INTERNATIONAL BROTHERHOOD OF
19 TEAMSTERS, TEAMSTERS LOCAL 986,
20 CHRIS GRISWOLD IBT LOCAL 986
21 PRINCIPLE OFFICER

22 Defendants.
23
24

Case No.: 20 cv 04452-DMR

Assigned to Hon. Donna M. Ryu

25
26 **PLAINTIFFS' OPPOSITION TO UNION**
27 **DEFENDANTS' MOTION TO DISMISS**
28

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Conley v. Gibson, 355 U.S. 41, 45-46 (1957). pg. 19

1 **I. INTRODUCTION**

2 This complaint was filed under the Railway Labor Act the Federal labor statute that governs labor
3 relations in the rail and airline industry. The Plaintiffs employment is covered by a Collective
4 Bargaining Agreement (CBA) that is between the United Airlines employees in the Mechanics
5 Class and Craft as defined by the National Mediation Board (NMB) and not the IBT as the
6 defendant union incorrectly claims in their motion to dismiss before the court.
7

8
9 The collective bargaining agreement belongs to the employees not the union. The union can be
10 replaced anytime for their failure to represent the employees by a simple majority vote of the
11 membership. The contract remains intact and is between the employees and United Airlines as
12 represented by any union they choose to properly represent them.
13

14
15 The Plaintiff is a 31-year employee of United Airlines, a Federally Licensed and Certified
16 Airman holding both Airframe & Powerplant Licenses and an FCC Radio and Electronics
17 License. The plaintiff is Airworthiness Release on all six United Airlines fleet types, qualified
18 and trained on all Fleet types, CAT Autoland Qualified and Engine Run and Taxi Qualified on
19 Boeing 777, 767, 757,737 and Airbus 319/320 Fleet types. The plaintiff works at the SFO
20 International Airport Terminal Midnights, after the furlough of over 1,000 SFO United Airlines
21 Technicians at the United Airlines SFO Maintenance Operation Center (MOC).
22
23

24 The Railway Labor Act (RLA) was put in place to keep interstate commerce moving and to
25 provide a means of contract dispute resolution for railroads involved in interstate commerce. The
26 Congress approved the RLA May 20, 1926 and later amended it to include Airlines in 1936 when
27 the Air Line Pilots Association (ALPA) persuaded congress to include airlines under the RLA.
28

1 The Railway Labor Act prohibited unions from immediately going on strike once their contract
2 became amendable and set in place a process for negotiations through the National Mediation
3 Board and mediated negotiations. This would be considered a major dispute. Congress also put
4 in place a requirement in the Railway Labor Act for all workers under the RLA to have a timely
5 means for resolution to their grievances. The RLA put in place an arbitration process for the
6 resolution of employee grievances. The right to arbitration is a statutory right for all employees
7 under the Railway Labor Act. *Elgin, Joliet & Eastern Railway Co. v. Burley*, 327 U.S. 661, 661
8 (U.S. 1946)
9

10 The complaint before the court today concerns an employee's right under the Railway Labor Act
11 to pursue a grievance all the way to arbitration. (*Miklavic v USAir, Inc (3rd Cir 1994)*).
12

13
14 These rights were upheld at United Airlines by AMFA by the previous professional Craft Union.
15 AMFA honored the statutory rights of all United Airlines technicians to pursue their grievances
16 on their own to arbitration. United Airlines recognized that right as well when they processed
17 through the standard grievance process what the union and the company called "No Fund cases"
18 for AMFA represented Technicians. The AMFA "No Fund cases" provided individual United
19 Technicians to proceed to arbitration on their own. Those cases which in the unions' grievance
20 committee opinion by a vote were not viable cases to be funded by the Local.
21
22

23
24 The United Technicians Craft union AMFA and United Airlines recognized the right of United
25 Technicians to arbitrate their grievances on their own. The United States Constitution provides
26 the right to civil trial and the Railway Labor Act put in place the Arbitration Board process as a
27 means for the resolution of individual grievances.
28

1 BACKGROUND ON THE INDUSTRY RESET GRIEVANCE

2 The grievance that the Teamsters Union failed to properly process and move through the
3 grievance procedure outlined in the CBA concerns the calculation of the 2018 Industry Reset.
4
5 LOA #29 of the United Technicians CBA.

6 In 2016 the IBT negotiating committee presented the Industry Reset to the membership during
7 the 2012 to 2016 contract negotiations and stated it would put United Technicians 2% above the
8 average of American and Delta Technicians. The union negotiators presented a model of the
9 calculation for the value of the Tentative agreement United Technicians were going to vote on.
10

11
12 The Union stated the value of the Teamsters negotiated Tentative Agreement agreed to in August
13 2016 was 5.8% or \$1.02 an hour more than the average of American and Delta Technicians.

14 Dan Akins the IBT economist and the author of the model stated if Delta Technicians hourly pay
15 went above \$50 dollars an hour United Technicians will receive a 1.6 % raise. This statement is
16 found on page 3 of the Teamsters Industry Reset explanation model. In 2018 Delta Technicians
17 earned \$50.47 but in contradiction to the Teamsters Unions economists Dan Akins previous
18 statements documented in the Industry Reset calculation, United Technicians received no raise.
19

20 The Industry Reset LOA promoted by the IBT union negotiators reduced by two thirds the
21 AMFA negotiated 15% Profit Sharing. The Profit-Sharing concession negotiated by the
22 Teamsters union for their Industry Reset resulted the loss of hundreds of millions of dollars in
23 Profit Sharing pay for over 9,000 United Airlines Technicians.
24
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1 The 15% Profit Sharing was negotiated by AMFA Technicians in part for the concessions they
2 were forced to concede in the 2005 Bankruptcy negotiations. During the first open negotiations
3 in their history, United Airlines Technicians under the 1113 Bankruptcy process, watched their
4 elected union reps negotiate their contract. The plaintiff served as the Chairman of those
5 negotiations as the Airline Contract Administrative Coordinator (ACAC). The Profit-Sharing
6 language was part of the Bankruptcy Letter of Agreement 05-03M signed by Jim Seitz.
7

8
9 From 2007 to 2017 the 15% Profit Sharing negotiated by AMFA would pay out more than half
10 a billion dollars in additional compensation to United Airlines Technicians.
11

12 Every year the Profit-Sharing calculation was audited by professionals who were hired by AMFA
13 to ensure the calculation on the 15% Profit Sharing was correct.

14 In 2015 Profit Sharing paid United Technicians 13% of wages or an additional \$5 an hour.

15 In 2016 Profit Sharing paid United Technicians 11.81% of wages or an additional \$4.54 an hour.

16 United Profit-Sharing percentage was reduced by 2/3rds in trade for the IBT Industry Reset LOA.
17

18 In 2017 Profit Sharing paid United Technicians 3% of wages or \$1.46 an hour.
19

20 The United Technicians paid a high price, in the hundreds of millions in lost Profit Sharing for
21 the Industry Reset calculation the Teamsters union refused to provide to the United Airlines
22 Technicians. The 4-year-old Industry Reset formula has yet to return a single dime in increased
23 wages to United Technicians.
24

25 More significantly the Industry Reset Calculation is required by the contract to be done again
26 this year and the Teamsters union should have completed the 2020 calculation already.
27
28

1 The grievance was filed to challenge the 2018 calculation to ensure the contract and the model
2 for the Industry Reset was followed and to provide accountability and transparency to the United
3 Airlines Technicians membership.
4

5
6 **II STATEMENT OF FACTS**
7

8 **FAILURE TO FOLLOW THE GRIEVANCE PROCEDURE OUTLINED IN THE CBA**
9

10 It can be shown that United Airlines Teamsters union representatives and their officers did not
11 follow the grievance procedures in the CBA, Article 19 Grievance Procedures.

12 During the entire process the plaintiff was not allowed to be part of the process or informed of
13 the process. In fact a union stated to the grievant at one point, the Business Agents were reviewing
14 your grievance when in reality the same union rep told the former shop steward of the plaintiff
15 the complete opposite only an hour before.
16

17 The Company representatives and union representatives stated during the grievance process that
18 they were reviewing the grievance when in fact there was nothing being done. The union stated
19 plainly in a letter that they believed the plaintiff had no right to grieve the Industry Reset
20 calculation. In fact, every United Technician has the contractual right to file grievances they
21 believe have merit. The actions taken by the defendant union in this case are both a violation of
22 the written CBA and the Railway Labor Act.
23
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1 **III OPPOSITION TO THE DEFENDANTS MOTION TO DISMISS**

2 The Plaintiff has followed the grievance procedure outlined in the contract and the union has
3 failed in its responsibility to follow that procedure in this case for arbitrary and discriminatory
4 reasons. The union has no right to block the plaintiff from moving forward to arbitration.
5

6 1. The Complaint is timely and within the six- month statute of limitations applicable to the
7 duty of fair representation claims.

8 2. The Complaint states a claim that the union defendants can easily grant and should.

9 The plaintiff only asks for the right to proceed to arbitration on his own with all the
10 contractual rights the he is entitled to under the collective bargaining agreement between
11 the Company (United Airlines) and Employees in the United Mechanics Class and Craft
12 provided under the Railway Labor Act.
13
14

15 **1. Timeliness of civil complaint**

16 The defendants raise the issue of timeliness and relies on cases of “should have known” when
17 the union sent an email the grievant. These cases never take into consideration the union
18 misleading or lying the grievant on the status of their grievance and raises the issue of equitable
19 estoppel.
20

21 The Plaintiff filed the grievance timely, through the shop steward and the supervisor, after that
22 the union failed to follow the grievance procedures outlined in the CBA. Over a period of 6
23 months the company and union representatives misled and delayed answering the plaintiff on the
24 status of the grievance that affects nearly 9,000 workers at United Airlines. Now the defendants
25 want to rely on caselaw to override Federal and State Laws which commonly accept 6 months as
26 timeliness for filing a Civil complaint.
27
28

1 This complaint further demonstrates why it is important that the grievance procedures are
2 completed in timely manner. The Plaintiff has followed this procedure before, the grievance was
3 closed out not by word of mouth or statement made in an email, it was done with a close out
4 letter. This has been the past practice of the Teamsters union and AMFA the previous union,
5 prior to Teamsters representation at United Airlines.
6

7 **The closeout letter is the long and accepted practice and procedure at United Airlines.**

8 In 2008 the plaintiff received a closeout letter from the defendants Union Business Agent Rich
9 Petrovsky for his grievance concerning the Outsourcing of Aircraft Mechanics Maintenance
10 work. That practice is still followed in the most recent contract as demonstrated by a 2017
11 closeout letter signed by both Business Agents Javier Lectora and Mark Des Angles to another
12 grievant in 2017. **(Exhibit # 1 IBT Closeout letter)**
13

14 For the union defendants to fall back on when the grievant should have ‘reasonably known in
15 this case as the standard further shows the unions arbitrary and discriminatory behavior shown
16 towards this plaintiff. The complaint is timely before the court filed within 6 months of the
17 plaintiff receiving the closeout letter from the union.
18

19
20 **Equitable estoppel**

21 The Union finally provided the close out letter after months of misrepresentation on the status of
22 the grievance by both company and union officials. The union cannot come back at this time and
23 claim that anything IBT union representatives stated held any merit to the plaintiff.
24

25 When the Union presented false information to the plaintiff about the resolution to his grievance
26 and knowingly kept him out of the grievance process outlined in the CBA.
27
28

1 Their words or anything else they claim can be seen as unreliable. So, the argument of “timeliness
2 and should have known” is nullified by their failure to be open and honest with the plaintiff.”

3 A defendant may be equitably estopped from raising statute of limitations defense if the union
4 made misrepresentations of facts. Socop-Gonzalez v. INS 272 F.3d 1176 1184 (9th Cir 2001)

5
6 **Tolling of the time limits**

7 The Defendant Union relies on “should have known” in their attempt to capture an additional 2
8 weeks in the 6 month time limitation but fail to recognize the plaintiffs attempts to resolve this
9 grievance under the procedures outlined in the CBA Article 20 Boards of Arbitration by writing
10 several letters to the Union and the Company requesting the right to go to arbitration without the
11 union which is every employees right under the RLA . All of the requests were ignored and never
12 answered, by the defendant union or Company.
13

14
15 The plaintiff attempted to resolve this issue over a five-month period of time before proceeding
16 to court. For these actions that were never responded by either the Union or the Company
17 plaintiff believes tolling should be considered for this time. The plaintiff believes he has
18 performed due diligence and the union and company have ignored his requests for arbitration.
19

20 The statute of limitations can be considered tolled while the union member attempts to exhaust
21 all internal union appeal procedures. Lewis v. International Brotherhood of Teamsters, 826 F.2d
22 1310, 1317 (3d Cir.1987).
23
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1 The unions actions in not responding to the grievance are another example of arbitrary and
2 discriminatory behavior as an actionable DFR cited by the Office of General Counsel NLRB in
3 Memorandum ICG-18-09 *Office Employees Local 2*, 268 NLRB 1353, 1354-56 (1984) *The Board*
4 *examines the totality of the circumstances in evaluating whether a union’s grievance processing was*
5 *arbitrary. “NLRB Similarly, a union’s failure to communicate decisions related to a grievance or to*
6 *respond to inquiries for information or documents by the charging party, in the General Counsel’s*
7 *view, constitutes more than mere negligence and, instead, rises to the level of arbitrary conduct”*

9 The defendants Union failure to properly process the grievance and failure to answer any emails over
10 the following 5-month period following the closeout letter, is also seen as negligence.

11
12
13 **Tolling Emergency Rule #9**

14 On April 6, 2020 the Judicial Council of California adopted Emergency Rule No. 9 which
15 effectively suspended or tolled the statute of limitations on all civil cases in California until 90
16 days after Governor Gavin Newsom lifts the current state of emergency. This order is meant to
17 protect parties who have causes of action that accrued before or during the COVID-19 pandemic.

18 The plaintiff while not relying solely on this order believes it applies in this situation.
19

20
21 **2. Response to Defendants Damages Claim, DFR claims, and failure to state a claim upon**
22 **which relief can be granted.**
23

24
25 The Plaintiff is not asking for any damages against an officer or representative of the union.

26 The plaintiff is only asking that the court enforce the plaintiff’s right under the United Airlines
27 Technicians contract and the Railway Labor Act to proceed to arbitration on his own and to
28 comply with the information to prosecute the arbitration.

1 These are the contractually negotiated rights every United employee is entitled to under the
2 collective bargaining agreement and the Railway Labor Act. Those rights are specifically Article
3 19 Grievance Procedure, Article 20 Boards of Arbitration to be enforced. The right for an
4 employee to proceed to arbitration on their own is already well established both in case law and
5 in historical practice at United Airlines. Pyles v. United Airlines, Inc 79 F.3d 1046, 1052 (11th
6 Cir. 1996)

7
8 The plaintiff has the right to request all written and electronic documentation from the union and
9 the company related to the Industry Reset Calculation in 2016 and 2018 to prosecute the
10 grievance in arbitration. The union has stated that this is publicly available information, and the
11 union also stated it would present this information to the employees when the calculation was
12 complete in 2018. This was never done.

13
14
15 The right for the plaintiff to review this documentation and information related to his arbitration
16 is outlined in Article 19 Grievance Procedure paragraph E. General and Procedural Rules sub
17 paragraph 3. of the United Technicians CBA.

18
19 Upon request, the Union will be provided access to all documents and reports in
20 the Company's possession on which the action taken was based. The Company
21 will likewise be provided access to all documents on which the Union's case is
22 based. Each Party shall be entitled to copies of any such documents that it may
23 determine are needed.

24 The plaintiff is only asking that the contractual arbitration procedure be followed. Everything the
25 plaintiff requests in this complaint has been granted to United Technicians by the previous union
26 AMFA and the Company in 'No Fund cases' arbitrated at United Airlines.

1 The Local and its Appointed Business Agents and Grievance Committee are responsible to
2 uphold the contract and grievance procedure, Chris Griswold as the Principle Officer of Local
3 986 is responsible for appointing the individuals who denied the grievance and failed to follow
4 the grievance procedure for a grievance covering a Letter of Agreement that cost all United
5 Technicians hundreds of millions of dollars in concessions in Profit Sharing for the Industry
6 Reset LOA.

7
8 The union has refused to provide to the United Technician membership the calculation that the
9 union and the company agreed on in 2018.

10
11
12 In 2016 the unions Industry Reset Model stated that United Airlines technician's compensation
13 under the Model was \$1.02 above the average of American and Delta Technicians. Additionally,
14 the Unions paid economist author of the Industry Reset model Dan Akins stated that if Delta
15 Airlines Technicians were paid \$50.00 an hour United Technicians would receive a 1.6% raise.

16
17
18 Those conditions were met in 2018 when Delta Airlines Technicians were paid \$50.47 an hour
19 but United Technicians did not receive any additional raise from the Industry Reset LOA and the
20 union failed to provide the cost breakdown of the 2018 reset calculation or any valid explanation
21 why United Technicians did not receive the Industry Reset. The plaintiff should be entitled to the
22 information used in both the 2016 and 2018 calculations.

23
24 Why is the union withholding this information from the Technicians at United Airlines?

25 Why would the union withhold the calculation from the membership?

26 Why has the union hired 4 lawyers in an attempt to deny one FAA Licensed and Certified Airman
27 his statutory right to arbitration under the RLA that will not cost the defendant union a cent.
28

1 ARBITRARY AND DISCRIMINATORY BEHAVIOR TOWARDS PLAINTIFF

2 The case before the court today is part of a long-established pattern, of arbitrary and
3 discriminatory pattern of actions towards the plaintiff. The plaintiff stood against the known
4 corruption in the union and he exercises the rights every union member has under the LMRDA
5 Title 1 to free speech against union leadership, as he advocated for a Professional Craft Union for
6 all United Technicians.
7

8 For that his grievance wasn't even given a grievance number or processed per the contract by the
9 union and its representatives. These actions by the union violate Plaintiffs NLRA Section 7 rights.
10

11
12 The Plaintiff has a long history of speaking out against the Teamsters Union concessions, in 2011
13 the plaintiff helped expose false statements made by the union, when the UAL Teamsters
14 negotiating team, IBT Legal counsel, and IBT Airline Division Reps lied to and threatened
15 United mechanics during tentative agreement roadshows to vote for a concessionary T/A or face
16 years of delay in negotiations. They presented false statements attributed to NMB Mediators who
17 would shut down and delay for years any further contract negotiations if the United Technicians
18 did not accept their concessions including the loss of their United Company Medical Benefits.
19

20
21 In 2013 Chris Griswold the Principe Officer of Local 986 brought charges against the plaintiff
22 and fined him for helping three other AFL-CIO unions defeat the Teamsters at United Airlines,
23 US Airways and American Airlines.
24

25 The charges, ensuing trial or hearing and fine levied against the plaintiff were all in violation of
26 his Section 7 rights under the NLRA. Section 7 of the National Labor Relations Act (the Act)
27 guarantees employees "the right to self-organization, to form, join, or assist labor organizations,
28

1 to bargain collectively through representatives of their own choosing, and to engage in other
2 concerted activities for the purpose of collective bargaining or other mutual aid or protection,"
3 as well as the right "to refrain from any or all such activities."
4

5
6 The defendant union has violated NLRA Section 7 by disciplining and levying a fine against the
7 plaintiff for exercising rights under the NLRA and RLA by advocating for open negotiations and
8 professional union representation for the Technicians at United Airlines.
9

10
11 In 2016 Union defendants illegally removed the plaintiffs name as the AMFA Union
12 representative for all previously negotiated pension benefits, 401k benefits and Letters of
13 Agreement from the United Technicians Employees contract. Out of the hundreds of names and
14 signatures over the past 60 years by 3 different unions his was the only name removed. Removing
15 signatures names and witnesses to agreements from a collectively bargained agreements is
16 illegal, especially when it concerns, Pensions, Profit Sharing and other contractual language that
17 was not enforced by the Union. Whether this was done out of malice or to cover for their failure
18 to enforce the contract and its terms is not known.
19

20
21 The arbitrary and discriminatory actions by the Union officials involved in the case are clear and
22 documented. September 2018 the two SFO IBT Business Agents put out a Local Union
23 newsletter calling the plaintiff a liar and defaming the plaintiff. This coercion and intimidation
24 is violation of the LMRDA Title 1 Free Speech. The pattern of harassment continues to this day.
25 July 2020 SFO Business Agents put out a Local Union Newsletter to the membership stating the
26 plaintiff didn't know what he was talking about concerning Seniority Rights of the membership.
27
28

1 The plaintiffs warnings became reality two and half months later when the Teamsters Union
2 signed a Letter of Agreement, agreeing not to accept any grievances from the membership
3 associated with the layoffs of over 1200 United Technicians because of the COVID19 crisis.
4

5 This Letter of Agreement is further proof in this case of the Teamsters Union unlawfully denying
6 all United Technicians their rights to the Grievance and Arbitration procedure that is a right of
7 all employees under the Railway Labor Act. (EXHIBIT #2 RIF LOA)
8

9 The Defendants in this case the Teamsters Union and their affiliated Locals and Leadership at
10 United Airlines have done everything in their power to dissuade, prevent, deny and even prohibit
11 United Airlines technicians their rights to the grievance and arbitration process. The complaint
12 before the court is no exception to that long pattern of failure to enforce the contractual grievance
13 procedure.
14

15
16 It is well established there has been arbitrary and discriminatory actions against the plaintiff in
17 this case, who once served as the United Technicians AMFA union representative and the
18 Chairman for the Contract Negotiation Committee and Contract Enforcement.
19

20 21 STRENGTH OF THE ARGUMENT

22 The strength of the argument presented is based on the sources used in the argument.
23

24 The Pro Se Handbook cites four main types of Primary Sources, the hierarchy of these sources.
25 **A Constitution** is a document containing the fundamental laws and principles of a government
26 or society. **It is the highest law of the nation or state.** In this case the Constitutions both federal
27 and state give the defendant the right to present his civil complaint. 6 months is the standard
28

1 period to file a civil complaint.

2 **Statutes, (also called codes)**, are Laws created by Legislative Branches of Government such as
3 Federal Congress or the California Senate and Assembly. Statutes are of the starting point for
4 answering a legal question. **Statutes are the second highest law of the nation or state.** and the
5 **Title 29 of the US Code *Labor Management and Disclosures Act of 1959 (LMRDA)*** created
6 to provide rights to union workers to provide transparency in reporting of Unions to weed out
7 union corruption in the Labor Movement.

8
9 **Title 29 of the US Code *Labor Management Reporting Act (LMRA)*** to provide rights to
10 employees and management and to provide protections for organizing and the resolution
11 grievances.

12
13 **Title 45 of the US Code *Railway Labor Act (RLA)*** to provide for the continuance of commerce
14 and resolution to major disputes through mediation, and to provide a timely resolution to minor
15 disputes or grievances through a grievance and arbitration procedure.

16 This civil complaint was filed under Labor law more specifically the Railway Labor Act.

17
18
19 **Administrative Regulations** rules created by agencies that have be set up by the government to
20 help deal with specific kinds of laws. Code of Federal Regulations (CFR) or California Code of
21 Regulations (CCR). **Emergency Rule 9 would fall under this category.**

22
23
24 On a Federal level the NLRB Office of the General Counsel gives guidance on Duty of Fair
25 Representation cases. Those recommendations support the DFR claim against the union.

1 **Common Law** (also called cases, case law, decisions or opinions. Both the Federal and
2 California state court systems **are based on “stare decisis” or precedent** meaning a court is
3 supposed to apply the same legal rules in the same way as the same or higher courts have done
4 in the past.

5
6 As demonstrated above, Plaintiff’s claims are timely filed. Alternatively, estoppel and tolling are
7 appropriate in this complaint the Plaintiff exhausted every option to have the grievance processed
8 by writing 3 letters addressed to the Company and the Union over a 5-month period of time
9 requesting proper consideration for the grievance.

10
11 Federal Rule of Civil Procedure 8(a) requires a plaintiff to plead each claim to give the defendant
12 fair notice of what the claim is and the grounds upon which it rests” and “must contain sufficient
13 factual matter, accepted as true, to ‘state a claim to relief that is plausible on its face.’

14 *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 555 (2007).

15
16
17 The right to go to arbitration as an individual under the Railway Labor Act is well established,
18 the past practice at United Airlines is well established employees covered by the RLA have a
19 statutory right to process their grievances individually under the RLA.

20 *Pyles v. United Airlines, Inc* 79 F.3d 1046, 1052 (11th Cir. 1996) and the union has no right to
21 stand in the way of the employee who is seeking to exercise his contractual rights.

22
23
24 A motion to dismiss for failure to state a claim pursuant to Rule 12(b)(6) “should not be granted
25 unless it appears beyond a doubt that the plaintiff can prove no set of facts in support of his claim
26 that would entitle him to relief.” *Conley v. Gibson*, 355 U.S. 41, 45-46 (1957). The plaintiff
27 believes those facts have been presented.
28



Grievance Closeout Letter

Grievance Number: SFO20160810-047

Employee Name: TONY TROCK

File Number: 087460

Dear Tony,

The Union will record the above noted grievance, as being settled and the grievance will be closed as of this date.

This letter will serve as notification to you of the closure of said grievance. The closing of this grievance is with prejudice and does not set a precedent nor will it be referenced in any other Company or Union dispute.

Fraternally,

A handwritten signature in black ink, appearing to read "Javier Lectora".

Javier Lectora

IBT Business Agent, Local 856

Date: 12JUL2017

A handwritten signature in black ink, appearing to read "Mark DesAngles".

Mark DesAngles

IBT Business Agent, Local 986

Date: 12JUL2017



Thomas Reardon
Managing Director
Labor Relations - Ground

VIA EMAIL

September 28, 2020

Vinny Graziano
National Coordinator, Airline Division
International Brotherhood of Teamsters
25 Louisiana Avenue, NW
Washington, DC 20001

RE: RIF Vacancies

Mr. Graziano,

This letter will confirm our understanding and agreement regarding United Airlines' recalculation of reduction in force (RIF) options for IBT-represented employees impacted by the October 1, 2020 RIF.

1. United will recalculate RIF awards upon removal of overstaff vacancies created by the Company that were over and above July 17, 2020 staffing levels.
2. The new awards (attachment A) will be communicated to employees as soon as administratively possible and will be effective at least 14 days after employee notification.
3. As a result of this action by the Company, the Union will allow the Company to retain employees in seniority order by Bid Area Qualification at select locations as necessary to maintain required staffing for up to 90 days in order to effectuate this LOA, fill system vacancies through the system bid process, and accomplish necessary recalls if any.
4. The IBT will withdraw all grievances related to the matter of system vacancies included in the RIF calculations, and will not bring forward on behalf of employees or the Union, any future grievances claiming a contractual obligation that such vacancies should be included in the current RIF.
5. This Agreement is not an admission by the Company of any wrongdoing or violation of the CBA, and it will never be cited by the Union in any grievance or proceeding not involving the proper execution of the terms of this agreement.
6. The IBT has requested expedited arbitration for grievance #2020-19-IAH-UA-67 Robert Clever et al (The FRD Grievance), and for grievance #2020-19-IAH-UA-44 Gary Miller et al (the Audit Trail Grievance).
 - a. Although not required under the CBA, the Company agrees to expedited arbitration on these matters with an initial hearing conducted not later than November 30, 2020. This agreement is on a non-precedential, no-cite basis.

- b. The IBT agrees that these matters are minor disputes under the meaning of RLA, and the IBT will not take any legal action seeking to enjoin the Company on this or any other matter related to the October 2020 reduction in force.

Please indicate your agreement by signing one copy of this letter in the space indicated below and returning it.

Sincerely,

A handwritten signature in blue ink that reads "Thomas Pearson". The signature is written in a cursive style with a large, sweeping initial 'T'.

Agreed, this 28th day of September 2020:

Vinny Graziano

cc: David Bourne
Zachery Jones
Tom Doxey