

James E Seitz
Pro Se Plaintiff

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

JAMES E SEITZ

Plaintiff,

vs.

INTERNATIONAL BROTHERHOOD OF
TEAMSTERS,
TEAMSTERS LOCAL 986,
CHRIS GRISWOLD IBT LOCAL 986
PRINCIPAL OFFICER,
UNITED AIRLINES INC,
SFO UNITED TECHNICAL OPS

Defendants.

Case No. 3:21-CV-05346-VC

**PLAINTIFFS' OPPOSITION TO
TEAMSTERS DEFENDANTS' MOTION
TO DISMISS SECOND AMENDED
COMPLAINT**

Date: February 24, 2022
Time: 10:00 AM
Location: San Francisco Courthouse,
Courtroom 4 – 17th Floor
450 Golden Gate Avenue
San Francisco, CA 94102

Trial Date: Not Set
Judge: Hon. Vince Chhabria

Table of Contents

I. INTRODUCTION

A. Response to Motion to Strike

II. STATEMENT OF RELEVANT FACTS RESPONSE

III. LEGAL STANDARD RESPONSE

III. ARGUMENT REBUTTAL.

IV. PLAINTIFFS SHOULD BE ALLOWED TO AMEND.

V. CONCLUSION

TABLE OF CITATIONS

Beck v United Food & Comm. Workers Union, 506 F.3d 874,879 (9th Cir. 2007).....5,8

Conley v. Gibson. U.S 41 47-48 (1958).....6

Vaca v Sipes 386 U.S. 1717, 185 (1967).....7

Elgin Joliet & Eastern Railway Co. v, Burley et al., 325 U.S. 711, 733 (1945).....7

Detroit & Toledo Shore Line Railroad Co. v. United Transportation Union Et al
396 U.S. 142 (1969).....9

Steele v Louisville & Nashville Railroad Co. et al. US Supreme Court (1944).....10

Amerijet International v. NLRB (11th Cir. 2012).....11

Robasky v. Qantas Empire Airways, Ltd., 573 F.2d 1082 (9th Cir. 1978).....12

Masy v. Elgin, Joliet & E. Ry., 790 F.2d 1341, 1348 (7th Cir. 1986).....12

Capraro v. UPS Company, 993 F.2d 328, 336 (3rd Cir. 1993).....12

Pyles v. United Airlines, Inc., 79 F.3d 1046, 1052 (11th Cir. 1996).....12

Stevens v. Teamsters Local 2707, etc., 504 F. Supp. 332 (W.D. Wash. 1980).....12

Statutes

45 U.S.C. Railway Labor Act.....7

29 U.S.C. National Labor Relations Act.....11

29 U.S.C. LMRDA.....12

I. INTRODUCTION

In 2016 the United Technicians barely passed a Tentative Agreement JCBA that included an Industry Reset Calculation in Letter of Agreement #29 that would set the wages for United Technicians in future years of the contract. Prior to contract ratification the Teamsters Union provided an Industry Reset Overview Cost Model that presented a detailed breakdown of publicly available information for the value of the contract the technicians were voting for or against. The Teamsters Union and its economic advisors stated that the model negotiated was based on publicly available information and that the model was set and would not change. Additionally, the Teamsters union stated that a copy of the Cost Model was kept on a secure server at the National Mediation Board. In 2018 the Teamsters stated they would provide the full report for Cost Model like they did in 2016, but after numerous request and grievances filed the Teamsters refused to provide that information. This resulted in the Plaintiff filing a federal complaint, the results of that complaint are discussed in the FAC and SAC. In 2020 without the consent of the United employees the Teamsters and United Airlines agreed to change the terms and conditions of the Industry Reset Model from public information to United Airlines proprietary and confidential information and refused to provide a report of the Cost Model to United technicians who requested the information. The Teamsters Union further stated that no officer in the Teamsters Labor Organization had seen the Cost Model Information. The Plaintiff through his attorney requested the Cost Model from an officer at the National Mediation Board (NMB) the response from the NMB indicated that the Cost Model was never held on the server at the NMB as the Teamsters Union repeatedly stated to United Airlines technicians. The Teamsters knowingly presented false information to the United Mechanics about their Industry Reset Cost Model on the NMB servers. This type of deliberate deception by the

1 Teamsters union concerning the NMB has been done before by the Teamsters negotiators and
2 their legal counsel. The Teamsters negotiators and their legal counsel knowingly presented false
3 information concerning statements allegedly made by officers of the NMB to coerce United
4 Technicians into voting for the 2011 IBT United tentative agreement. United Technicians
5 investigated those claims and the response from the NMB confirmed the Teamsters statements
6 and threats attributed to the NMB were false, consequently the United technicians voted down
7 that Teamsters endorsed tentative agreement. **(Exhibit #1 Teamsters false NMB statements)**
8

9
10 After discovering the NMB did not have the Cost Model the Plaintiff sent a letter to the
11 Secretary Treasurer of the Teamsters International Union requesting a current and true copy of
12 the collective bargaining agreement and all related agreements that applied including Exhibit A
13 the Cost Model of Letter of Agreement #29. The Teamsters union responded by sending a
14 copy of the CBA, but failed to provide the requested, supplemental LOAs or the Cost Model
15 Exhibit A contained in LOA #29. The request letter is attached as **(Exhibit #2 Ltr to IBT Intl**
16 **Secretary-Treasurer.)**
17

18
19 The Teamsters union and its representatives at the Local, National and International levels
20 have knowingly provided United technicians false information concerning the Industry Reset
21 and have refused to provide Exhibit A the Cost Model Calculation that determines their hourly
22 pay. These actions by the Teamsters union in addition to the Teamsters refusing to investigate
23 a valid grievance, closing out a meritorious grievance without the consent of the grievants and
24 then attempting to mislead, threaten and intimidate those grievants, led to the filing of this
25 federal complaint.
26
27
28

1 A. **Response to Motion to Strike**

2 The Teamsters Union moves to strike the Plaintiffs Second Amended Complaint (SAC) claims
3 Their motion to dismiss are based on their belief that claims have been added. The SAC made
4 specific Section 8 Unfair Labor Practices by a Labor Organization claims related to the DFR
5 claim against the Teamsters Union cited from the National Labor Relations Act (NLRA) which
6 provide the specific legal codes that were the basis for the DFR complaint.
7

8 The Plaintiff included additional exhibits in the SAC that support the DFR claim including,
9 threats of intimidation against the grievants, the unions failure to follow the grievance
10 procedure outlined in the CBA, the unions failure to investigate the grievance, performing the
11 grievance procedures in a perfunctory manner.
12

13 The Plaintiff provided exhibits to support the DFR claim that show the unions bias against the
14 Plaintiff for speaking out against the Teamsters and their officers for not properly enforcing the
15 contract. The Union closed the grievance out, without consent and without giving a rational or
16 logical reason. The Union then stated in an email that the grievant had no right to pursue the
17 grievance any further. **Beck v United Food & Commercial Workers Union, 506 F.3d**
18 **874,879 (9th Cir. 2007)**
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Federal Rules of Civil Procedure

Concerning the Federal Rules of Civil Procedure, the Plaintiff has done his best to provide Statements of Facts backed by exhibits to prove the claims. In *Conley v Gibson* the Supreme Court discussed the Federal Rules of Civil Procedure. Some courts have dismissed suits based on an alleged violation of violation of the duty of fair representation for failure to set forth sufficient facts to support the allegations. The decisive answer to this argument was stated by the United States Supreme Court in *Conley v. Gibson*.

“that the Federal Rules of Civil Procedure do not require a claimant to set out in detail the facts upon which he bases his claim. To the contrary, all the Rules Require is “a short and plain statement of the claim that will give the defendant fair notice of what the Plaintiff’s is and ground upon which it rests. The Federal Rules reject the approach that pleading is a game of skill in which one misstep by counsel may be decisive to the outcome and accept the principle that the purpose of the pleading is to facilitate a proper decision on the merits.” **Conley v. Gibson. U.S 41 47-48 (1958)**

The Plaintiff has gone to great lengths to describe the violations committed by the Teamsters union that led to this complaint being filed. The Teamsters continually attempt to dismiss the complaint claiming the statements and facts presented by the Plaintiff are not sufficient.

For those statements the Plaintiff has brought forth evidence to the contrary in the form of exhibits to prove the complaint and has attempted to clearly show to the court that the complaint is firmly based in verifiable actions and violations of the Duty of Fair Representation committed by the Teamsters Union. The Second Amended Complaint should stand as it provides the clarification of the violations requested by the court on which the claims stand.

II. STATEMENT OF RELEVANT FACTS

The Second Amended Complaint (SAC) is the Plaintiff's attempt to amend the complaint to accurately define the charges according to the Labor codes the DFR was based upon.

The Unfair Labor Practices by a Labor Organization that the Teamsters Officers committed were then listed, from the National Labor Relations Act Section 8 Unfair Labor Practices of a Labor Organization.

The union did not move the grievances forward, did not investigate the grievances and did not provide a rational logical reason for closing the grievances. They didn't request any information they were entitled to in the contract. The Teamsters grievance committee failed to answer the biggest issue which was the violation of the RLA U.S.C. 45 Chapter 8 Section 152 Seventh. when the Teamsters agreed to change the Terms and conditions of the LOA. This is also a violation of the Teamsters Constitution Article XII Section 2 Contract Ratification, changing the terms and conditions of the CBA without a vote of the membership.

The union argues that a large number of new allegations were added that were nothing more than "background". They are exactly what should be included to support the claim of the DFR violations by the Union for threatening and intimidating the grievants, not correctly processing and investigating the grievance but performing it in a perfunctory manner **Vaca v Sipes 386 U.S. 1717, 185 (1967)** and not moving the grievance forward as requested by the Plaintiff which is a statutory right under the RLA. **Elgin Joliet & Eastern Railway Co. v. Burley et al., 325 U.S. 711, 733 (1945)** (*individual employee's rights are statutory rights, which he may exercise independent of the union*);)

1 If the Union had a legitimate reason for closing the grievance, then why did they fail to provide
2 that reason instead of their vacuous claim “lacks sufficient merit”. An answer that provided no
3 logical or rational reason for closing the grievance. **Beck v United Food & Commercial**
4 **Workers Union, 506 F.3d 874,879 (9th Cir. 2007)**

5
6 The grievance is valid the union had no right to change the terms of the agreement outside of
7 Section 6 negotiations. There is no question about that. The grievance committee did not even
8 question or answer this portion of the grievance. The Company and Teamsters leadership
9 changed the terms and conditions of the LOA that affected the pay of thousands of United
10 Airlines mechanics and their families.

11
12 The exhibits presented in the SAC clearly showed the unions hostility and animosity for those
13 who would file grievances to protect their contractual rights. The information in the complaint
14 provides relevant documentation for the NLRA violations that support the DFR.

15
16
17 The Teamster attorneys mention slander in their motion to dismiss. The Grievance Committee
18 report that slandered the Plaintiff, was provided as further proof to support the claim of Section
19 8(b)(1)(A) violations. The exhibit presented shows how the Plaintiff was slandered in 2018 for
20 standing up for the technicians right to use their sick leave without being disciplined by an
21 Attendance Policy LOA that the Teamsters union agreed to again outside of negotiations.

22
23 This is relevant to this case because it is based on San Francisco City Minimum Compensation
24 Ordinance that is not preempted by the RLA and forced changes in the United Technicians CBA.

III. LEGAL STANDARD

The union argues a motion to dismiss challenges legal sufficiency of the complaint, and goes on to state the court is not required to accept legal conclusions “*cast*” in the form of factual allegations. The Plaintiff provided documented facts to support the DFR claims against the Union representatives who clearly intimidated and threatened one of the grievants, based on the hearing transcripts presented in the SAC. A Teamsters Business Agent stated to the grievant “*any filing of grievances by one of the grievants will be ignored or automatically dismissed without merit just because your name is on it.*” This statement perfectly illustrates the animosity of the teamsters union against the few United technicians who would stand against these Teamsters appointed officers. **(Declaration of United Technician Geoff Wik)**

The Leave to Amend the Complaint was not Futile

The leave to amend the complaint was not futile, the terms and conditions of the CBA were changed outside of Section 6 negotiations in violation of Section 152 Seventh of the RLA. In 2020 the Teamsters Union and United Airlines changed the Industry Reset Cost Model from being based on publicly available information to proprietary and confidential company information without the consent of the United Technician employees.

The United States Supreme Court stated that a violation of the seventh is a criminal offense punishable by imprisonment or fine or both. *The purpose of § 2 Seventh is twofold: it operates to give legal and binding effect to collective agreements, and it lays down the requirement that collective agreements can be changed only by the statutory procedures. The violation of this section is a criminal offense punishable by imprisonment or fine or both.* **United States Supreme Court - Detroit & Toledo Shore Line Railroad Co. v. United Transportation Union Et al 396 U.S. 142 (1969)**

Both Teamsters and United Airlines representatives confirmed these changes in exhibits presented in the complaint before the court.

III. ARGUMENT REBUTTAL

As the Company and Union have stated the Second amended complaint is the same as the previous, the Plaintiff amended the complaint to clearly define the DFR violations committed by the Teamsters Union as they are found under Section 8 of the NLRA.

Neither the Railway Labor Act nor the National Labor Relations Act, the two major labor relations statutes in this country, have an express provision requiring "fair representation." However, under both of these statutes, unions act as the exclusive representative of their members for the purposes of collective bargaining. The principle of exclusivity led to the recognition of the duty of fair representation. The DFR was first used under the RLA as a means of battling discrimination, the Supreme Court first recognized the duty in 1944 in **Steele v Louisville & Nashville Railroad Co. et al. US Supreme Court (1944)**. This case centered around economic discrimination against black workers by the union Railroad Respondent Brotherhood.

Economic discrimination paying a lower wage is a good description of what has happened to the B-Scale mechanics at United Airlines in the 2020 Industry Reset. The 5 and 6 year technicians went from \$1.70 behind their peers at American Airlines in 2016 to Nearly \$16 dollars an hour less than their peers at American Airlines 2021.

The DFR claim against the brotherhood of the Teamsters has an economic impact in it as well. In 2016 every United Technician made the same \$1.70 below their peers at American on every step of the pay scale. Today the B Scale United Airlines Technicians bear the financial burden of the change in the application of the 2020 Industry Reset.

1 The Supreme Court decision in **Amerijet International v. NLRB (11th Cir. 2012)** let stand a
2 ruling that the NLRB has unreviewable authority to investigate employers subject to the
3 Railway Labor Act.

4
5
6 Neither the RLA administered by the National Mediation Board or NLRA administered by the
7 National Labor Relations Board started out with DFR rules, the Unfair Labor Practices by Labor
8 Organizations were added to the NLRA in the 1947 Taft Hartley act.

9 Employees and Employers under NLRA resolve their problems under the NLRB which has
10 investigators and field offices assigned to resolve Unfair Labor practices by both the Employer
11 and Labor Organization.

12
13 Employees and Employers under the RLA with the NMB do not have that ability. Based on the
14 Plaintiff's previous interactions with the NMB, there are no investigators assigned to resolve
15 Unfair Labor practices by the employer or the labor organization under the Railway Labor Act
16 leaving only the Federal Courts as a course to resolve violations of the Railway Labor Act
17 concerning violations by employers and Labor Organizations.

18
19 For Railway Employees the Railway Labor Act set up the NRAB National Railway Adjustment
20 Board that a railway worker could take his grievance to if they were dissatisfied with the result
21 of an arbitration.

22 For Air Carrier Employees this board was never established, leaving Air Carrier Employees only
23 the federal courts as an available avenue of resolution.

24
25 In the case of an unfair labor practice by a labor organization, the federal courts would be the
26 resolution. Many times over the last 25 years I have contacted the NMB to resolve employer
27 violations of the RLA only to be told by the NMB that there is no enforcement board.

1 The SAC has provided evidence to support the basis for the claims against the Teamsters union
 2 failure to process a legitimate meritorious grievance and then arbitrarily close that grievance as
 3 “lacks sufficient merit” without giving a logical or rational reason to the grievants for their
 4 decision. **Robasky v. Qantas Empire Airways, Ltd., 573 F.2d 1082 (9th Cir. 1978)**

5
 6 The contract was changed outside of Section 6, and the union closed a meritorious grievance to
 7 fight that change. **8(b)(1)(A) Restraint and Coercion of Employees** the Teamsters committed
 8 an unfair labor practice and failed to investigate the grievance. This is included in Claim I DFR
 9 in the Complaint. The grievance committee failed to request the contractual information and
 10 reports they have the right to review according to the CBA grievance procedures. The General
 11 and Procedural Rules provide in paragraph E 3

12
 13 *Upon request, the Union will be provided access to all documents and reports in the*
 14 *Company’s possession on which the action was based. The Company will likewise be provided*
 15 *access to all documents on which the Union’s case is based. Each party shall be entitled to*
 16 *copies of any such documents that it may determine are needed.*

17 This clearly shows the union had no interest in pursuing the grievance and as the Plaintiff has
 18 repeatedly stated were performing the grievance procedure in a “perfunctory” manner.

19
 20 The Union may not arbitrarily ignore a meritorious grievance or process it in a perfunctory
 21 fashion. The exclusive agent’s statutory authority to represent all members of a designated unit
 22 includes a statutory obligation to serve the interests of all members without hostility or
 23 discrimination toward any, to exercise its discretion with complete good faith and honesty, and to
 24 avoid arbitrary conduct. **Vaca v. Sipes, 386 U.S. 171, 64 LRRM 2369 (1967).**

25 The Railway Labor Act’s administrative remedy is a statutory grievance procedure that can be
 26 invoked by the employee. **Masy v. Elgin, Joliet & E. Ry., 790 F.2d 1341, 1348 (7th Cir. 1986),**

1 It necessarily follows that an employer and a union, through a negotiated collective bargaining
 2 agreement, cannot deprive a category of employees of access to grievance and arbitration
 3 process. **Capraro v. UPS Company, 993 F.2d 328, 336 (3rd Cir. 1993)**

4 Airline employees are entitled to proceed to arbitration on their own behalf. Nothing in the
 5 Railway Labor Act prevents an employee from bringing an arbitration on his or her own behalf,
 6 Individual airline employee is entitled to convene special boards of adjustment as a matter of
 7 statutory right without union assistance) (citing Stevens v. Teamsters Local 2707, 504 F. Supp.
 8 332,334 (W.D. Wash. 1980) without the support of the union.

Pyles v. United Airlines, Inc., 79 F.3d 1046, 1052 (11th Cir 1996)

10 As stated previously in the introduction the Plaintiff contacted the Secretary-Treasurer of the
 11 Teamsters International Union to request a true and correct copy of the CBA including Exhibit A
 12 Cost Model. The Teamsters union did not provide the Cost Model. The union failed in its
 13 fiduciary responsibility to provide the membership with the publicly available information that
 14 determined their pay. The union officers have a fiduciary responsibility to their membership.
 15 The union officers at the Airline Division failed to provide the Cost Model and stated that no one
 16 in the Teamsters union had seen the model which is a clear failure of their fiduciary
 17 responsibility under the LMRDA Title V. This is included in the First Amended Complaint.

18 **IV. PLAINTIFFS SHOULD BE ALLOWED TO AMEND.**

19 If the Court grants any portion of Defendant's motion, Plaintiff should be granted the right to
 20 amend. The Plaintiff believes the complaint is valid and has provided numerous exhibits to prove
 21 the DFR claim against the Teamsters Union as well as the claims against United Airlines for
 22 breach of contract.
 23

24 The Plaintiff is a pro se litigant and believes strongly that the court should consider the Supreme
 25 Courts statements in Conley v Gibson and the Rules of Federal Procedure, I have attempted to
 26 inform the defendants of the charges against them and the basis for those charges based on
 27 exhibits presented so they have fair notice and can prepare to defend themselves.
 28

V. CONCLUSION

Defendants' Motion to Strike and Dismiss should be denied. The complaint has provided enough information and evidence to determine the Union has committed the DFR violations as cited. The labor organization and its officers have violated Section 501 of the LMRDA by failing to uphold their fiduciary duties to the union membership.

The Teamsters Union has taken part in violating the RLA U.S.C 45 Chapter 8 Section 152 Seventh, by agreeing with United Airlines to change the terms and conditions of LOA #29 which determines pay outside of Section 6 negotiations. These willful actions by the Teamsters union and its officers have harmed the Technicians and Related employees at United Airlines, presenting false information to the membership concerning the NMB and the security of the Cost Model that determines their wages. This clear violation of the RLA Section 152 General Duties Seventh is a criminal violation punishable by imprisonment or fines or both.

The Teamsters Union and United Airlines have repudiated the grievance machinery in the collective bargaining agreement and left the federal courts as the only avenue for a fair and equitable resolution. If the court finds the evidence presented for the DFR is insufficient then the Plaintiff again requests the court to compel the Company to allow the Plaintiff to proceed to arbitration with all the rights in the CBA grievance procedure to access the documents and reports concerning the 2016, 2018 and 2020 Industry Reset Exhibit A Cost Models and the publicly available information they were negotiated on as provided for in the original LOA.

Respectfully submitted:

James E Seitz

Pro Se Plaintiff

SEHAM, SEHAM, MELTZ & PETERSEN, LLP

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WHITE PLAINS, NEW YORK 10601
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April 29, 2011

By Fax (202) 692-5085 and First Class Mail

Mary Johnson, General Counsel
National Mediation Board
1301 K Street, NW., Ste.250E
Washington, DC 20005

Re: **Comments by Counsel to the Teamsters Attributed to the National Mediation Board**

Dear Ms. Johnson:

We are writing to you, on behalf of individual aircraft technicians employed at United Airlines, because of certain statements made by Counsel for the Teamsters, Ed Gleason, that have been attributed to the National Mediation Board ("NMB" or "Board"), which, if true, interfere with a meaningful ratification process for a Tentative Agreement ("TA") under the Railway Labor Act.

The statements were made on April 4, 2011, during a United Airlines – IBT Tentative Agreement "Roadshow" for the Mechanics and Related Employees, held at the Grosvenor Hotel in South San Francisco, CA between 10:30 a.m. and 3 p.m.

During a cycle of questions dealing with voting no on the TA, we have been advised that Mr. Gleason made the following statements:

- **That the NMB wants the TA voted down.**
- **That the NMB was upset and concerned that the TA was too lucrative when compared with what the other work groups at UAL have been offered while they are in mediation.**
- **That United Airlines also wants the TA voted down, since it will affect their negotiations in mediation.**
- **That if the TA is voted down, the NMB will keep the employees in mediation forever and they will not see a release for a very long time.**

When Mr. Gleason was asked how he knew this, he described the person as a friend of the Teamsters at the Board with mediator experience and who had worked for the AFA. This description, of course, describes Board Member, Linda Puchala.

Mr. Gleason has reportedly made similar statements in subsequent roadshow events in an effort to obtain contract ratification.

MANHATTAN OFFICE:
TEL: (212) 644-3707
FAX: (212) 644-3709

HOUSTON OFFICE:
TEL: (281) 361-9705
FAX: (281) 361-9706

MINNESOTA OFFICE:
TEL: (612) 210-8460
FAX: (612) 341-9079

SEATTLE OFFICE:
TEL: (206) 327-9468
FAX: (206) 299-3110

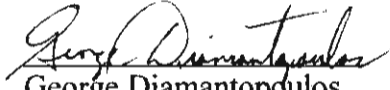
SEHAM, SEHAM, MELTZ & PETERSEN, LLP Exhibit #1 Letter to NMB on IBT Statements 2011 UAL T/A

We respectfully request that you either confirm or disclaim the above information as statements of the Board or any of its members.

If it would assist with your investigation of this matter, we can supply you with sworn affidavits confirming the above provided the confidentiality of the affiants will be respected.

Thank you for your attention to this matter. We look forward to receiving your response on behalf of the Board.

Sincerely,


George Diamantopoulos



NATIONAL MEDIATION BOARD
WASHINGTON, D.C. 20572

(202) 692-5000

May 11, 2011

George Diamantopoulos
Seham, Seham, Meltz & Petersen, LLP
445 Hamilton Ave., Suite 1204
White Plains, NY 10601

Dear Mr. Diamantopoulos:

This letter is in response to your letter of April 29, 2011 and your subsequent correspondence regarding alleged statements made by National Mediation Board (NMB or Board) Member Linda Puchala concerning the tentative agreement between United Airlines and the International Brotherhood of Teamsters.

The NMB supports the Railway Labor Act (RLA) collective bargaining process and applauds the efforts of the parties to reach tentative agreements utilizing direct negotiations, facilitation, and or mediation. The NMB takes no official position on the contents of the provisions contained in tentative agreements. In addition, the Board respects the internal contract ratification process of both parties to a tentative agreement as determinative of acceptance or rejection of a tentative agreement. The Board reserves its rights under the RLA to determine when and if it is appropriate to offer the parties to a mediation case a proffer of arbitration and makes no official pronouncements as to the timing of such a proffer.

After conducting an internal investigation, I have determined that NMB Member Linda Puchala acted consistently with the policy statement above regarding the tentative agreement at issue. Neither Member Puchala, Chairman Hoglander, or Member Dougherty made the statements alleged in your correspondence.

Sincerely,

A handwritten signature in cursive script that reads "Mary L. Johnson".

Mary L. Johnson
General Counsel

[REDACTED]

Office of the General Secretary-Treasurer, Records Department
International Brotherhood of Teamsters
25 Louisiana Avenue, N.W.
Washington, D.C. 20001
(202) 624-6800

May 8, 2021

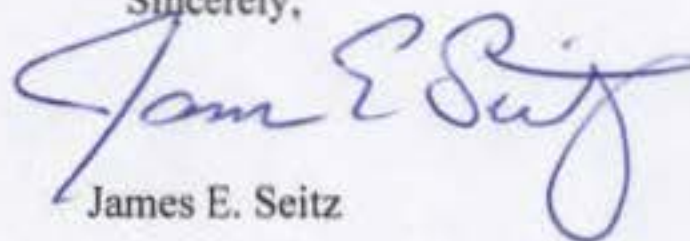
To Whom It May Concern,

I am writing to request a copy of the current collective bargaining agreement and all related agreements I work under at United Airlines.

I am currently employed at United Airlines as a Line Avionics Technician and have been a member of Local 986 for just over 13-years. I understand it is my right under the Labor Management Reporting and Disclosure Act to have a current and true copy of the collective bargaining agreement and all related agreements that apply to me, including but not limited to Exhibit "A" of Letter of Agreement #29 of the current collective bargaining agreement.

Please send me a copy of the collective bargaining agreement and related agreements to the address listed above or let me know when I can come to the office to obtain a copy. I ask to receive a copy of the collective bargaining agreement by May 24, 2021. Thank you for your assistance.

Sincerely,


James E. Seitz

Geoffrey Wik

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

James Seitz

) Case Number: 3:21-CV-05346-VC

) **DECLARATION OF**

Plaintiff(s),

) Geoffrey Wik

vs.

) **IN SUPPORT OF James Seitz**

International Brotherhood of Teamsters,

) Date; February 24 2022

Teamsters Local 986, Chris Griswold IBT

) Time; 10:00 a.m.

) Location: San Francisco Courthouse

Local 986 Principal Officer

) Courtroom 4 – 17th Floor

United Airlines

) 450 Golden Gate Avenue

) San Francisco CA 94102

United Airlines Technical Operations SFO

) Complaint Filed; August 30, 2021

) Trial Date: None Set

) Judge: Hon. Vince Chhabria

Defendant(s).

1. I, Geoffrey Wik declare as follows: I am Plant Maintenance Mechanic at United Airlines covered under the agreement between United Airlines and the International Brotherhood of Teamsters and I filed a grievance on the industry reset.

2. I have personal knowledge of all facts stated in this declaration, and if called to testify, I could and would testify competently thereto.

1 3. Mr. DesAngles failed to uphold the IBT constitution and failed to perform his duty while he
2 did not act solely in the interest of the members when he repeatedly screamed and belittled me
3 for filling a grievance. Mr. DesAngles did not try to explain, help or even reason with me. For
4 that matter he barely gave me a chance to get a word in edgewise. Mr. DesAngles was extremely
5 adamant to make his point to me whether he was correct or not and whether or not I wanted to
6 listen. Mr. DesAngles did not protect me from my employer. Instead, Mr. DesAngles had the
7 employers' best interests in mind and he was protecting them from me by trying to tell me that I
8 cannot file a grievance only union officials can. Mr. DesAngles did not promote harmony by
9 screaming and hollering at me the entire time we were on the phone
10

11 4. Mr. DesAngles conducted himself in a manner bringing reproach upon the union by screaming
12 at me, a fellow member; by using profanity in telling me to "F" off; by threatening me for
13 exercising my rights; by demeaning me for asking questions, and failing to calmly explain why I
14 should stop moving my grievance forward, stating I was being selfish and greedy for
15 simply exercising contractual rights. Railroad Labor Act.
16

17 5. Mr. DesAngles failed to act solely for the members when he instead yelled I should be lucky
18 to get anything, when he stated I had no rights only the union officers do, when he immediately
19 began to argue about my grievance instead of asking me about my concerns and listening to me.
20 Mr. DesAngles failed to protect the members' interests by refusing to look into my grievance and
21 stating I should be lucky I got anything for a raise. Mr. DesAngles failed to promote harmony
22 when he used profanity at me, yelled at me, also he could not and would not have a reasonable
23 conversation about my concerns.
24

25 6. Mr. DesAngles was disruptive and interfering when he misled me about the proper grievance
26 procedure and policies, he failed to even point to a single place in the contract where it stated I
27 could not bring a grievance and I should not care that my pay was not being calculated correctly.
28

1 Mr. DesAngles was disruptive and interfering because he caused me to experience a severe
2 mental health break from his yelling, cursing and degrading behavior towards me. I was forced
3 to take medical leave as a result.

4
5 7. Mr. DesAngles made threats to me for exercising my right(s) under the Teamsters' constitution
6 when he stated I could not file a grievance, I should be lucky I got my contractual compensation
7 - "You should be happy with what you got" and by his intimidating demeanor about how the
8 grievance process works and failed to provide any objective evidence or proof that was the case.

9
10 8. Mr. DesAngles interfered with the work of the union by stating in the future any filing of
11 grievances by me will be ignored or automatically dismissed without merit just because my name
12 was on it. Mr. DesAngles interfered with the work of the union by misstating my grievance
13 rights. Mr. DesAngles interfered with the work of the union by using intimidation and foul,
14 demeaning, and degrading language to get me to withdraw my grievance. Mr. DesAngles failed
15 to cooperate in an investigation of the union by not working to resolve my grievance and by
16 threatening me, to get me to withdraw my grievance.

17
18
19 9. Clacy Griswold Teamsters Airline Coordinator - There was an incident when Clacy Griswold
20 and myself had a conversation regarding a statement on a grievance form that I was not familiar
21 with. The statement on the form was as follows.

22 "I hereby Authorize the Union to settle my grievances as they deem proper, and agree to accept
23 and be bound by the settlement agreed to by the union or its designees

24
25 I asked him where this was allowed to be added per our contract. His response was, "not in the
26 contract Geoff, but in the labor law, the RLA. The principal of the statute in this case is that the
27 contract is between UA and IBT, and any settlements on grievances are between the parties once
28 the grievance is formalized. You as the grievant are the 3rd party beneficiary to the dispute.

1 line, it's the RLA, not the CBA that makes the Union responsible to work the settlement on
2 grievances. "I have this text message and am willing to submit it as evidence if needed. This is
3 incorrect information provided by Clacy Griswold and this shows how the Teamsters continually
4 mislead and mis-inform the United membership.

5
6 10. John Johnson SFO Teamsters rep - There was another incident when John Johnson misleads
7 me on information pertaining to the contract and the filing of grievances. IBT Grievance
8 Committee Secretary John Johnson would not accept me filing a first step complaint /grievance
9 when I in fact did turn it in to my supervisor with a shop steward Josh R. Which in fact did start
10 the clock on my grievance for the industry reset. John Johnson and Mark DesAngles insisted that
11 I cannot file a grievance that only the union can.

12
13
14 I declare under penalty of perjury under the laws of the United States that the foregoing is
15 true and correct and that this declaration was executed on January 26, 2022.

16
17 Signature:

 1-26-2022

18 Printed name: Geoffrey Wik
19 [REDACTED]
20 [REDACTED]
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