

1 James E Seitz
2 *Pro Se Plaintiff*
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7 **IN THE UNITED STATES DISTRICT COURT**
8 **FOR THE NORTHERN DISTRICT OF CALIFORNIA**
9 **SAN FRANCISCO DIVISION**

10 JAMES E SEITZ

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13 Plaintiff,

14 vs.
15

16
17 INTERNATIONAL BROTHERHOOD OF
18 TEAMSTERS,
19 TEAMSTERS LOCAL 986,
20 CHRIS GRISWOLD IBT LOCAL 986
21 PRINCIPAL OFFICER,
22 UNITED AIRLINES INC,
23 SFO UNITED TECHNICAL OPS

24 Defendants.
25
26
27
28

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

**PLAINTIFFS’ OPPOSITION TO UNITED
AIRLINES 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

Complaint Filed: August 30, 2021
Trial Date: Not Set
Judge: Hon. Vince Chhabria

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I. INTRODUCTION

1
2 In 2016 the United Technicians narrowly passed a Tentative Agreement JCBA that
3 included an Industry Reset Calculation in Letter of Agreement #29 that would set the
4 wages for United Technicians in future years of the contract. In 2016 and 2018 the
5 Teamsters Union stated the Cost Model was based on publicly available information
6 and would be provided to the membership, just as it had been in 2016.

7
8 In 2020 the Teamsters Union and United Airlines changed that Cost Model from
9 being based on publicly available information to proprietary and confidential
10 company information without the consent of the United Technician employees, in
11 violation of the Railway Labor Act Section 152 Seventh. Change in pay, rules, or
12 working conditions contrary to agreement or to section 156 forbidden.
13

14 *The purpose of § 2 Seventh is twofold: it operates to give legal and binding effect*
15 *to collective agreements, and it lays down the requirement that collective*
16 *agreements can be changed only by the statutory procedures. The violation of*
17 *this section is a criminal offense punishable by imprisonment or fine or both.*
18

19 - **United States Supreme Court 1969 Detroit & Toledo Shore Line Railroad Co.**
20 **v. United Transportation Union Et al 396 U.S. 142 (1969)**

21 In 2020 the Teamsters and United Airlines agreed to change the publicly available
22 information the Cost Model was based on to proprietary and confidential Company
23 information. The Company and the Union have changed and are now concealing the
24 Exhibit A Cost Model. The Company and the Union have changed the terms of the
25 negotiated language and the Cost Model from being a calculation negotiated based on
26 publicly available information to a secret and confidential calculation that is kept from
27 the United Airlines technicians. This contract change was in violation of the RLA.
28

1 **II. STATEMENT OF RELEVANT FACTS**

2 The First and Second Amended Complaints show, United Technicians filed
3 grievances challenging the change of the Cost Model from being based on publicly
4 available information to Company proprietary and confidential information in 2020.

5
6 The grievance also challenged the unknown calculation which resulted in a huge
7 wage earnings differential between United and American and Delta Technicians.

8 When the Teamsters and United Airlines changed the Cost Model, United
9 Technicians had no way to determine if their contract provided the required 2% above
10 the industry average. United Technicians requesting the publicly available
11 information were denied and informed that the union had agreed to change the model
12 to company confidential and proprietary.
13

14
15 United Technicians including the Plaintiff filed grievances that were immediately
16 closed within hours of receiving a company response, for lack of sufficient merit.

17
18 The grievances were then reopened a month later and closed again after a perfunctory
19 2nd step hearing for the same exact reason, lack of sufficient merit. The union closed
20 them arbitrarily without a logical rational reason. The Teamsters then refused to move
21 the meritorious grievances forward in the grievance process as the Plaintiff has shown
22 is his right under the RLA. The Teamsters stated the Plaintiff had no right to move his
23 grievance forward under the contract. The Plaintiff then filed this complaint in
24 federal court.
25

26 The First and Second Amended complaints provided numerous exhibits to validate all
27 claims made by the Plaintiff against the defendants. The court granted a motion to
28

1 amend the complaint on November 30, 2021. The Plaintiff responded by adding
2 specific DFR violations according to the NLRA and LMRDA for specific DFR
3 violations committed by the Teamsters and United Airlines during the grievance
4 procedure process, which included the unions deliberate attempts to mislead the
5 grievants over their grievance rights and threats and intimidation by the union to
6 another grievant involved in the case.
7

8 The Plaintiff believes he has met the burden of proof for a DFR claim against the
9 Teamsters union and cited sufficient legal evidence that the union did not have the
10 right to close down his grievance without his consent. The Teamsters union closed the
11 grievance down arbitrarily without giving a logical rational reason “lacks sufficient
12 merit” is a statement that does not provide a rational reason. **Beck v United Food &
13 Commercial Workers Union, 506 F.3d 874,879 (9th Cir. 2007)**
14

15 The Plaintiff has provided sufficient information in the (SAC) to show the union
16 committed numerous DFR violations against the grievants during the grievance
17 procedures process. The Plaintiff has provided union transcripts, cited other cases that
18 clearly show the union closed the grievances arbitrarily without logical reason acted
19 arbitrarily and in bad faith towards the grievants. The Company did not follow the
20 contract grievance procedure and failed to provide information or reports or answer
21 questions during the grievance process as required by the CBA.
22
23

24
25 United Technicians with the intent to file legitimate grievances are harassed
26 threatened and intimidated not to file their grievances, and when they do, they are
27 coerced in violation of the RLA to sign away the settlement rights of their grievances
28

1 to the Teamsters union or their grievance will not be accepted. Based on my 32 years
 2 of experience at United Airlines the problem is currently endemic across the system,
 3 which is why this case is so important. I cannot express to the court the level of
 4 intimidation the Teamsters union puts on technicians who file grievances at United
 5 Airlines or how many other United Technicians have come to me concerned for my
 6 safety for standing up against the Teamsters union over violations of our contract
 7 using the grievance procedure and when necessary Federal Court.
 8

9
 10 The Company moves to dismiss second amended complaint and dismiss the case
 11 altogether for a procedural error by the Plaintiff, but the Supreme Court would
 12 disagree with United Airlines position. In Conley v. Gibson
 13 *“The Federal Rules of Civil Procedure do not require a claimant to set out in detail
 14 the facts upon which he bases his claim. To the contrary, all the Rules required is “a
 15 short and plain statement of the claim” that will give the defendant fair notice of what
 16 the Plaintiff’s claim is and the grounds upon which it rests....The Federal Rules reject
 17 the approach that pleading is a game of skill in which one misstep by counsel may be
 18 decisive to the outcome and accept the principle that the purpose of pleading is to
 19 facilitate a proper decision on the merits...Conley v. Gibson U.S. 41 47-48 (1958)*
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23
 24 The Company argues there was no violation of the agreement or there is not sufficient
 25 evidence to support a DFR against the union. The Teamsters Union has committed
 26 numerous violations of the DFR in the process of filing and processing these
 27 grievances.
 28

1 United Airlines and the Teamsters have breached the contract by violating Section
2 152 Seventh of the RLA pay of United Airlines Technicians outside of the manner
3 prescribed in the negotiated agreement.
4

5
6 **III. LEGAL STANDARD**

7 The Company argues for dismissal of case for lack of subject matter jurisdiction and
8 failure to state a claim, but when the employer repudiated the grievance procedure by
9 not following the grievance process outlined in the contract the only way to receive a
10 fair and impartial hearing is through federal courts.

11 *“The individual employee's rights cannot be nullified merely by agreement between*
12 *the carrier and the union. They are statutory rights, which he may exercise*
13 *independently or authorize the union to exercise in his behalf. Therefore, if the*
14 *Adjustment Board were to refuse to entertain Capraro's claim (or if UPS were to*
15 *refuse to participate in the arbitration proceedings), Capraro would be entitled to a*
16 *judicial order compelling arbitration. Such an order would serve the competing*
17 *policies of ensuring that employees are not left remediless, and that minor disputes*
18 *are resolved through arbitration rather than litigation”*. **Capraro v UPS 993 F.2d**
19 **328 (3rd Cir. 1993)**

20 The Teamsters union as the exclusive bargaining agent refused to advance the
21 meritorious grievance and denied it only stating it “lacks sufficient merit” without an
22 explanation, closing it arbitrarily without giving a logical reason for the closure.

23 **Beck v United Food & Commercial Workers Union, 506 F.3d 874, 879**
24 **(9th Cir. 2007)**
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1 The Union has failed to in its responsibility to enforce the grievance procedure in the
2 CBA. The Teamsters Union reps during the process attempted mislead the grievants
3 about the grievance procedure, and their rights under the RLA stating “they had no
4 right to file a grievance” or “they could not move the grievance to arbitration”.

5 These statements and others led to threats and the union reps stating “*you should be*
6 *lucky you got anything for a raise*” the union rep also stated “*in the future any filing*
7 *of grievances would be ignored or automatically dismissed without merit*” All of this
8 was presented in the Second Amended Complaint showing clearly that the Teamsters
9 Union has attempted to threaten and intimidate technicians with grievances involved
10 in this case. **NLRA Section 8(b)(1)(A)** Restraint and Coercion of Employees- failure
11 to process grievances, threats of violence or to employee job status.
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15 The RLA requires all contracts under the Railway Labor Act have a grievance
16 procedure that includes an arbitration process for the employees to resolve their minor
17 contract disputes under **45 U.S.C 184 of the Railway Labor Act**. “Airline employees
18 have an individual statutory right under the Railway Labor Act to access the
19 grievance and arbitration process mandated by Section 184 of the RLA, with or
20 without the certified union as a party. If the Union and the Company abuse their
21 authority or repudiate the grievance process, then an employee under the RLA has no
22 other choice than to seek remedy in federal court.
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1 **IV. ARGUMENT REBUTTAL**

2 **A.** – The Plaintiff believes the Court has jurisdiction in this case based on the unions
3 refusal to honor the statutory grievances rights of Plaintiff, and the Company’s refusal to
4 follow the grievance procedure as outlined in the CBA. The courts have created
5 exceptions to the exclusive jurisdiction of the Adjustment Board. Courts may hear minor
6 disputes when:

- 7 1) The employer has repudiated the grievance machinery.
8 2) Resort to the administrative remedy would be futile; and/or.
9 3) The employer is joined in a breach of duty of fair representation claim
10 against the union.

11 United Airlines has repudiated the grievance machinery by refusing to provide the
12 publicly available documents and reports as required in the CBA grievance procedure.
13 The Company has deviated from the grievance procedure by closing the grievances and
14 then with coordination of the Teamsters union reopening the grievances nearly a month
15 later without explanation, in an attempt to prevent a DFR violation against the Teamsters.

16 To my knowledge and with 32 years of experience with all unions who represented the
17 mechanics at United no grievance has ever been reopened by the company before this
18 event occurred. The Second Amended complaint speaks to the importance of this when
19 considering the 2018 Federal Court case against the Teamsters 2018 Reset.

20
21 There is no process in the CBA grievance procedure to reopen a closed grievance. As
22 stated in the Second Amended complaint, the Company refused to answer any questions
23 on the process used or reason given to reopen the closed grievances presented by the
24 grievants during the hearing.

25 There is no remedy available when the contractual Grievance Procedure General and
26 Procedural Rules are ignored by the Company and the Union. United Airlines refused to
27 provide to provide the Cost Model Report and the negotiated publicly available
28 information the LOA was based on.

1 The Company's actions were in direct contradiction of Article 19, General and
2 Procedural Rules. These rules provide in paragraph E 3
3 ***Upon request, the Union will be provided access to all documents and reports in the***
4 ***Company's possession on which the action was based. The Company will likewise be***
5 ***provided access to all documents on which the Union's case is based. Each party shall***
6 ***be entitled to copies of any such documents that it may determine are needed.***

7
8 The Company response when closing out the grievance stated, "***There is nothing in the***
9 ***contract that states we are required to provide the Industry Reset Cost Model.***"

10 There is actual language in the United Mechanics contract that specifically requires the
11 Company to provide access to all documents and reports in the Company's possession on
12 which the grievance action was based. The Company and the Union have refused to
13 follow the CBA grievance procedure, making any resolution at the arbitration board
14 almost impossible.

15 The Company and the Union changed the terms and conditions of the contract outside of
16 Section 6 Negotiations. This is not a matter of contract interpretation, they both admit
17 that there have been changes and based on evidence presented those changes did not
18 occur in 2016, 2017 or 2018 those changes occurred in 2020.

19
20 This publicly available information and model was changed in 2020 outside of Section 6
21 Negotiations. When United Airlines and the Teamsters Union agreed to the change terms
22 and conditions of pay, they were in violation of the RLA Section 152 Seventh.

23 The grievance challenged the Teamsters and United Airlines changing of the terms of the
24 LOA from being based on publicly available information to proprietary and confidential
25 outside of section 6 negotiations as well as financial results of their action, which created
26 an even bigger wage gap between United and American Technicians.
27
28

1 By changing the model from a transparent model to a secret model the Teamsters and
2 United violated CA Labor Codes 222 and 223 which are employee rights to be free from
3 secret formulas that could be manipulated to deny them the raises they are entitled to.
4 Discrimination laws are put in place to stop and prevent discrimination and protect
5 employees' rights.

6 The question before the court is not interpretation of the contract or formula. Math
7 will settle that just by plugging in the new numbers every year like the Teamsters
8 economist stated in 2016. The Cost Model is set and will not change. Did United
9 Airlines and the Teamsters union have the right to change the terms and conditions of
10 the Cost Model outside of RLA Section 6? No but they both admitted they have they
11 changed it from publicly available to an unknown proprietary and confidential model.

12 The Teamsters failed to follow the grievance procedures outlined in the CBA and the
13 RLA when they processed the grievances in a perfunctory manner without an
14 investigation and refused to move the grievance forward violating the statutory rights
15 of the grievants under the RLA. During the process they attempted mislead, threaten
16 and intimidate the grievants, which is a common practice by the Teamsters Union at
17 United Airlines.

18 The Company and the Union both failed to answer why the model was changed from
19 proprietary to confidential. Why the model was changed outside of section 6
20 negotiations in violation of the RLA. United Technicians are now paid \$153,000.00
21 dollars less over their first eight years than their peers at American Airlines.

22 If the Company and the Union refuse to provide the information as the contract
23 requires and refuse to allow the grievance to go to arbitration to answer these
24 questions, then there is no place for a remedy other than the federal court system.

25 The courts can either compel arbitration in a timely manner, provided the grievants
26 are provided the information from the Cost Model to properly investigate the
27 grievances or hear the complaint in a jury trial where both sides can present their
28 case.

1 **The Plaintiff has supplied sufficient evidence to Assert a DFR by the Teamsters**

2 The Plaintiffs DFR claims should stand. The Plaintiff has provided evidence of the
3 Teamsters hostile actions towards the grievants. The Teamsters showed bad faith
4 during the grievance process misleading the grievants on their rights to file and
5 pursue their grievances through the process outlined in the CBA. The union failed to
6 provide any logical reason for closing the grievances and failed to answer how United
7 Airlines and the Teamsters changed the terms and conditions of the LOA outside of
8 section 6 negotiations. The Union statement “lacks sufficient merit” was arbitrary and
9 irrational and gave no logical reason for denying the grievance.

10 The Company failed to provide information and reports during the grievance process
11 and hearing as required by grievance process to properly investigate the grievance.

12
13 **B. NLRA Claims do apply, and NLRB can investigate employers and unions**

14 The Company claims the NLRA does not apply to the Company because it is under
15 the Railway Labor Act, but the Supreme Courts argument in *Ameri jet Intl Inc. vs*
16 *NLRB 2013*, state that the NLRB has unreviewable authority to investigate employers
17 subject to the railway labor act. **Ameri jet International Inc. v NLRB, 520 Fed.**
18 **Appx. 7955 (11th Cir. 2013)**

19 The Teamsters union as the exclusive representative who refused to process the
20 grievance further to arbitration without providing a logical reason to the grievants.

21 **Beck v United Food & Commercial Workers Union, 506 F.3d 874,879(9th Cir.**
22 **2007)**

23
24 The Teamsters union violated the Plaintiff’s rights under the RLA as cited
25 numerously in the (SAC) with bad faith, in an arbitrary fashion, and threatened one
26 the grievants involved in the grievance process. The Unions statement to the Plaintiff
27 as the exclusive bargaining agent claiming that he has no right to proceed to
28 arbitration, has itself been shown as a basis to take the claims to federal court to seek
 a fair and just remedy. **Vaca v Sipes 386 U.S. 1717, 185 (1967)**

1 The Supreme Court ruled in *Glover v St. Louis-San Francisco Ry.* (1969) that to
 2 assure a Plaintiff-employee with a fair representation suit against a union and a
 3 grievance against an employer may pursue both claims in federal court if bringing the
 4 grievance to the Board would prove futile. ***Glover v St. Louis-San Francisco Ry. 393***
 5 ***US 324, 328-329 (1969)***

6 The Company cites a procedural error about the DFR claim against the Union, but the
 7 Plaintiff went to great lengths to show the violations that constitute the DFR claims.
 8 Some courts have dismissed suits based on an alleged violation of the duty of fair
 9 representation, for failure to set forth sufficient facts to support the allegations. The
 10 Supreme Court in *Conley v. Gibson* stated that

11 ***"The Federal Rules of Civil Procedure do not require a claimant to set out in detail***
 12 ***the facts upon which he bases his claim. To the contrary, all the Rules require is "a***
 13 ***short and plain statement of the claim" 1" that will give the defendant fair notice of***
 14 ***what the Plaintiff's claim is and the grounds upon which it rests The Federal***
 15 ***Rules reject the approach that pleading is a game of skill in which one misstep by***
 16 ***counsel may be decisive to the outcome and accept the principle that the purpose of***
 17 ***pleading is to facilitate a proper decision on the merits.***

18 **Conley v Gibson U.S. (1957)**

19 The Plaintiff has provided the court a documented records of the DFR claims against
 20 the Teamsters which are only a fraction of the total. In this case the Plaintiff is a pro
 21 se litigant arguing against a Corporation and Union for the benefit of thousands of
 22 employees, union members and their families.

23 **The best way to prove the claims is to provide documented evidence as exhibits of the**
 24 **violations, and the threats and false statements made by the Teamsters union during**
 25 **the process. The Company and Union may argue procedural errors the Plaintiff will**
 26 **provide documented evidence and testimony to prove the claims.**

1 **C. 222 and 223 Not Preempted by the Railway Labor Act**

2 222 and 223 were put in place to protect Union workers in California against
3 dishonest unions or employers much like anti-discrimination laws. These codes do
4 not seek to interpret the CBA nor does this grievance. 222 and 223 protect union
5 employee rights and clearly state secret formulas that claim to pay one rate but
6 actually, pay another are illegal in a union negotiated contract.
7

8
9 The United CBA provides for compliance with all applicable laws and regulations.

10 **Article 1 Purpose, Scope and Status of Agreement - Paragraph J 4 page 14.**

11 **It is the intent of the parties that they be and remain in compliance with all**
12 **applicable laws and regulations. In the event that it is discovered that any provision**
13 **of this Agreement or any Company policy or practice which pertains to a subject of**
14 **mandatory bargaining is in violation or potential violation of any applicable law or**
15 **regulation, the parties will, in a timely manner, meet and confer for the purpose of**
16 **curing the violation or potential violation in a way which requires the least change,**
17 **disruption of the existing circumstances, and additional cost as is possible while**
18 **minimizing any negative impact on the employees.**
19

20 The United Airlines mechanic contract states the intent is to be and remain in
21 compliance with all applicable laws and regulations, which includes 222 and 223.
22

23 Both provide the Right for Employees to be free from diminished wages based on any
24 contractually negotiated secret formula. These laws were put in place to protect
25 workers' rights from dishonest unions and employers.
26
27
28

1 These rights are not reliant on contract interpretation. They plainly state you cannot
2 negotiate a contract with a secret formula. In this case the formula was not secret
3 when negotiated but based on publicly available information, easily available as
4 described by the union. The language and intent of LOA 29 Industry Reset were clear
5 when negotiated in 2016. The IBT Financial expert Dan Akins stated in 2016 the
6 model was set and would not change and was based on publicly available
7 information. Quote **“The model’s structure will not change, only the periodic
8 updates of data elements being analyzed will change”** Once the model is set it is
9 not a matter of interpretation. The model would use the same publicly available
10 information year after year that was already set in the model in 2016, 2018 and 2020
11 and every year after that.
12
13

14
15 In 2018 the Teamsters stated it would provide the report in the same fashion based on
16 publicly available information as it had in 2016. The Teamsters never provided the
17 report in 2018, which led to the first federal complaint filed in Oakland CA.
18
19

20 **The Teamsters and United implement confidential and proprietary Cost Model.**

21 The United mechanics earnings wage gap when compared to their biggest rival
22 American Airlines Mechanics skyrocketed from \$25,000.00 in 2016 to \$153,000.00
23 in 2021. Labor Codes 222 and 223 protect employee rights for transparency in wages
24 earned and prevent the union or the carrier from manipulation of wages based on a
25 secret formula.
26
27
28

1 These laws do not compel or bind the carrier to change or increase the ticket price,
2 route or service so are not preempted by the RLA as they are an employee right.
3 They do not violate the **Airline Deregulation Act of 1978 (ADA)** as they have quite
4 the opposite effect of promoting the maximum reliance on competitive market forces
5 and would prevent any carrier and union from entering into a yellow dog contract
6 type situation which pays its employees considerably less than the going market rates.
7

8
9 **9th Circuit Courts Tests for Preemption by the Railway Labor Act.**

10 The RLA does not contain any express preemption language. The courts have
11 interpreted the RLA to preempt state laws and lawsuits in at least three situations.
12

- 13 1) State laws prohibiting collective bargaining by railway and airline employees.
- 14 2) State law causes of action that depend upon the interpretation of CBAs are
15 preempted because of the interpretation or application of existing labor
16 agreements, which are the exclusive jurisdiction of the arbitrational bodies
17 created by the RLA.
- 18 3) State laws that frustrate the purpose of the RLA like the ability to picket.

19 **ATA, AIRCON, FedEx, United v City and County of SFO, SFO Human Rights**
20 **Commission, SFO Airports Commission test for Preemption. (9th Circuit 2001)**

21
22 **9th Circuit Test for RLA Preemption as used in Ward v United (9th Circuit 2021)**

23 The court applied a two-step test to determine whether the RLA preempted the state-
24 law claim. The statements below are from the 9th Cir. Ward v United “Schurke test”

25 *First, we determine whether the claim is “grounded in” a CBA by asking whether the*
26 *claim “seeks purely to vindicate a right or duty created by the CBA itself.”*
27

1 The RLA preempts state-law claims under this first step if the CBA is the only source
2 of the right the Plaintiff asserts: claims that merely refer to a CBA-defined right or
3 that rely only in part on a CBA's terms are not preempted.
4

5 **No:** The 222 and 223 claims are not grounded in the CBA and do not require CBA
6 interpretation.

7 **Second;** *Does adjudicating the state-law claim require "interpretation of the CBA,*
8 *such that resolving the entire claim in court threatens the proper role of grievance*
9 *and arbitration" Id. Interpretation in this context "means something more than*
10 *"consider" "refer to" or "apply" Id. State-law claims are preempted under this*
11 *second step only "to the extent there is an active dispute over the meaning of contract*
12 *terms." Id.*

13
14 **No:** There is no dispute over the meaning of any contract terms relating to this case.

15 **Alaska Airlines Inc v Schurke, 898 F.3d 904,920-21 (9th Cir. 2018)**

16 **Ward v United D.C. No. 3:15-cv-02309-WHA (9TH Cir. 2021)**

17
18
19 The most commonly used preemption test from the ADA Airline Deregulation Act of
20 1978 is price, service and routing are they impacted. **(Morales v TWA U.S. 1992)**

21 1) Do the claims affect price, routing or service?
22

23 **No,** the enforcement of 222 and 223 would have no impact on prices, routing or
24 service for United Airlines. They would only provide transparency for United
25 Technicians to determine their pay is 2% above the industry average.
26
27
28

1 **United CBA language changed by California State, City and County Laws.**

2 It is important for the courts to know the United Airlines Technicians contracts and
3 other United contracts in California have been changed to comply with California
4 State and Local Laws, I have cited these instances to show that it is not an uncommon
5 practice. The Teamsters United Airlines contract violated employee Sick-time, laws
6 concerning City and County of San Francisco Minimum Compensation Ordinance
7 (MCO) requirements and Healthcare Benefits. Some of these violations were due to a
8 letter of agreement signed and agreed to by the Teamsters Union again outside of
9 section 6 Negotiations.
10
11

12
13 When the 2016-2022 United Airlines Teamsters contract contained language that
14 violated California state or city laws, the United Teamsters contract language or
15 practice was changed to conform to those laws. These changes occurred in 2018 and
16 as recently as 2021 to be in compliance with those state laws or San Francisco City
17 and County MCO laws.
18

19
20 This is not a case of interpretation of the contract, the union and the company agreed
21 to change the terms of the LOA outside of negotiations, making the formula
22 proprietary and company confidential in 2020. Their actions violated the RLA
23 Chapter 8 Section 152 Seventh “Change in pay, rules or working conditions contrary
24 to agreement. United Airlines then applied the new proprietary formula that violated
25 employee rights.
26
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1 ***CA Labor Code 222 - It shall be unlawful, in case of any wage agreement arrived at***
2 ***through collective bargaining, either willfully or unlawfully or with intent to defraud***
3 ***an employee, a competitor, or any other person, to withhold from said employee any***
4 ***part of the wage agreed upon.***

5
6 ***CA Labor Code 223 - Where any statute or contract requires an employer to***
7 ***maintain the designated wage scale, it shall be unlawful to secretly pay a lower wage***
8 ***while purporting to pay the wage designated by statute or by contract.***

9
10 These two CA Labor Codes, just like anti-discrimination laws and other minimum
11 standard laws like the Minimum Compensation Ordinance (MCO) laws for employers
12 at the SFO International Airport or the Employee paycheck information laws in CA
13 Code 226 are not preempted by the RLA. These laws were put in place to protect
14 union workers from dishonest unions and employers who would take advantage of
15 workers and manipulate their hourly rates through a secret formula and then claim to
16 pay them what the contract required. These laws protect workers' rights. They have
17 nothing to do with price, route or service, nor do they prohibit collective bargaining,
18 or depend on CBA interpretation and they do not frustrate the purpose of the (RLA)
19 Railway Labor Act or the (ADA) Airline Deregulation Act of 1978.

20
21 In the last 6 years California state FMLA laws and the San Francisco City Minimum
22 Compensation Ordinance or (MCO laws), have been cited to change the current
23
24 2016-2022 United Airlines collective bargaining agreements.

1 United Airlines and the Teamsters union have refused to explain to the United
2 Technicians why they changed the terms and conditions of the Industry Reset Model
3 to a secret and proprietary model. It is clear to the Plaintiff that they will only get
4 their questions answered through the courts.
5

6
7
8 **V. PLAINTIFFS SHOULD BE ALLOWED TO AMEND.**

9 If the Court grants any portion of Defendant’s motion, Plaintiffs should be granted the
10 leave to amend the complaint, the Plaintiff is a pro se litigant and has presented
11 statements of facts and exhibits sufficient to support the claims made in the First and
12 Second Amended complaint.
13

14 *“The Federal Rules of Civil Procedure do not require a claimant to set out in detail*
15 *the facts upon which he bases his claim. To the contrary, all the Rules required is “a*
16 *short and plain statement of the claim” that will give the defendant fair notice of what*
17 *the Plaintiff’s claim is and the grounds upon which it rests....The Federal Rules reject*
18 *the approach that pleading is a game of skill in which one misstep by counsel may be*
19 *decisive to the outcome and accept the principle that the purpose of pleading is to*
20 *facilitate a proper decision on the merits....Conley v Gibson U.S 41 47-48 (1958)*
21

22
23 **VI. CONCLUSION**

24 Defendants’ Motion to Dismiss should be denied. United Airlines and the Teamsters
25 union have changed the terms and conditions of the Industry Reset Model outside of
26 Section 6 Negotiations in violation of the CBA and RLA.
27
28

1 What possible reason would the Union and the Company have to change the model.
2 In 2016 a 6 Year United Technician was paid \$1.70 per hour less than his 6 Year
3 American Airlines peer. In 2020 a 6 Year United Technician was paid \$14.99 per
4 hour less than his 6 Year American Airlines peer. The Company and the Union have
5 failed to follow the grievance procedure and its process outlined in the CBA and have
6 denied the grievants their right to proceed to arbitration.
7

8 The Teamsters have refused to allow the grievants to proceed to arbitration as is their
9 statutory right under the RLA 45 USC Chapter 8 Subchapter II Air Carriers Section
10 184. The Teamsters have committed numerous DFR violations against the grievants
11 during the process of handling their grievances including failure to properly process
12 their grievances, misrepresentation of their rights, threats and intimidation.
13

14 Unfortunately, this case seems to reflect the common practices of the Teamsters
15 Union and United Airlines today. The stated DFR violations, CBA and RLA
16 violations put forward in the First and Second Amended Complaint are documented
17 and have been presented with exhibits to support the claims made by the Plaintiff.
18 For these reasons United Airlines motion to dismiss should be denied.
19

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21 Respectfully submitted:

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24 James E Seitz

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26 Pro Se Plaintiff
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