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Pro Se Plaintiff

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA**

JAMES E SEITZ

Plaintiff,

vs.

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

Defendants.

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

SECOND AMENDED COMPLAINT

DEMAND FOR JURY TRIAL
YES

LOCATION: Courtroom A, 15th Floor
Phillip Burton Federal Building
450 Golden Gate Avenue
San Francisco, CA 94102

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I. PARTIES

PLAINTIFF

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DEFENDANTS

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Covina CA 91724

Chris Griswold Principal Officer Teamsters Local 986
1430 East Holt Avenue
Covina CA 91724

United Airlines
233 South Wacker Drive
Chicago IL 60606

United Airlines Technical Operations SFO
800 South Airport Blvd
San Francisco CA 94128

1 **II. JURISDICTION**

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3 The case belongs in federal court, under federal question jurisdiction because it
4 involves a federal law or right. The Railway Labor Act and a collective bargaining
5 agreement negotiated for airline employees under the Railway Labor Act.
6

7 **III. VENUE**

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9 Venue is appropriate in the Court because a substantial part of the events I am suing
10 about happened in this district. A substantial part of the property I am suing about is
11 located in this district. At least one defendant is located in this District and any other
12 defendants are located in California.
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14 **IV. INTRADISTRICT ASSIGNMENT**

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16 Because this lawsuit arose in San Mateo County, it should be assigned to the San
17 Francisco or Oakland Division of this court.
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V. STATEMENT OF FACTS

1. In 2016 United Airlines Technicians narrowly ratified a new Joint Collective Bargaining Agreement (JCBA). The JCBA contained a new Letter of Agreement LOA #29 Industry Reset. This Reset letter of agreement was designed to ensure that United Technicians total contract value remains at least 2% above the average of American and Delta Technicians. The 5 Key components of this model are Pay, Time Off, Benefits, Profit Sharing and Scope.
2. When the Technicians Industry Reset Overview was presented to the membership, the IBT Economist Dan Akins stated in a video that the model was based on publicly available information. Dan Akins also said the Model is set and will not change. The 16-page Industry Reset Overview states this on page 4 of (Exhibit #1 Industry Reset).

“The Model’s structure will not change, only the periodic updates of data elements being analyzed will be changed”.
3. The 2016 Reset Model valued the United Technicians CBA at 5.8% above the average of American and Delta Technicians. United Technicians on every Step of the Pay Progression were paid equally in their Base Wage Hourly Rate \$1.70 less than their peers at American Airlines. The Teamsters Representative and negotiators repeated their talking points over and over stating it was negotiated and based on “publicly available information” to win over the trust of United Technicians who were wary of the Teamsters convoluted reset formula that would determine their future wages increases.
4. The Teamster’s negotiators stated the formula would be kept safe at the National Mediation Board (NMB) on their secure server and that would ensure the formula would not be changed. Based on NMB officer statements from a Freedom of Information Act request, the NMB never held the reset formula on their servers. This evidence uncovered during the process of filing this complaint reveals the Teamsters Union negotiators and reps were giving false information to the United membership concerning the Teamsters Industry Reset Model from the beginning. (Exhibit #2 NMB FOIA Request)

1 **The 2018 Industry Reset**

- 2 5. The Second Industry Reset calculation was performed in the fall of 2018. During that time
3 Delta Technicians were paid \$50.34 per hour, received an additional 1% in their 401k and
4 were paid 10% of wages earned in Profit Sharing bonuses.
- 5 6. At the same time United Technicians received 3% in Profit Sharing after trading two thirds
6 of their Profit Sharing back as a concession to pay for the new “Industry Reset Calculation”.
7 Many Technicians were rightfully upset, they had surrendered 2/3rds of their Profit Sharing
8 during the most profitable times in United’s history for a Teamsters promoted Reset
9 calculation. To calm their anger and frustration, Teamsters Airline Division Rep Vinnie
10 Graziano stated giving up the Profit Sharing for the Reset was a good move by the
11 negotiating committee, and that United Technicians would benefit in December from the
12 Delta Profit sharing. **(Exhibit #3 Feb 2018 IBT UAL Mechanics Dispatch)**
- 13 7. May of 2018 SFO/LAX IBT Business Agents put out a report explaining the Industry Reset
14 in detail stating that it was based “readily available information” through SEC filings and
15 other public sources. **(Exhibit #4 SFOLAX May 2018 BA Report on Industry Reset)**
- 16 8. June 2018 Teamsters Airline Division Rep Vinnie Graziano again stated that the Industry
17 Reset model was held on the NMB Server for security. He further stated, “as we get nearer to
18 the measurement date, and we are able to solidify information based on all the metrics outlined in
19 the agreement a dispatch will be distributed explaining how the rest calculation will take place.”
20 **(Exhibit #5 June 2018 IBT UAL Mechanics Dispatch)**
- 21 9. November 2018 Vinnie Graziano wrote in the Mechanics Dispatch, “To ensure that the
22 numbers the company provided are correct, we have asked Mr. Akins and an outside actuary,
23 Peter Hardcastle, to continue the review that had already begun under the LOA. These
24 numbers need to be verifiable to both parties for the next measurement period with the hope
25 being that American Airlines will reach a deal by that time. *After this review is complete, a
26 report will be shared with the membership in the same fashion as the 2016 dispatch that
27 laid out the industry average.*” **(Exhibit #6 November 2018 Mechanics Dispatch)**
- 28

10. Despite the fact that American and Delta received larger pay increases and Delta Airlines Technicians hit the \$50 dollar trigger for a Reset outlined in IBT Economist Dan Akins Model in 2016 United Technicians did not get a Reset. To add insult to injury instead of a 16-page Industry Reset Overview like they received in 2016 United technicians received a one paragraph chart explaining there would be no Reset. **No detailed breakdown of the publicly available information was presented by the Teamsters union for the 2018 Industry Reset. (Exhibit #7 2018 Dec IBT Dispatch No Reset).**

The 2020 Industry Reset

11. In 2020 American Airlines Technicians negotiated a new JCBA with big increases in Wages, Time Off and Benefits. American's wages of were \$7 dollars ahead of United and Delta Airlines Technicians received 16.7% in Profit Sharing which put them \$8 dollars ahead of United Technicians. United Technicians received only a 7.06% based on their current base rate which greatly varied for each Step of the Wage progression from .44 cents to \$2.94. **This application of the Reset Model discriminates against B Scale mechanics putting them \$15 dollars an hour behind American on Step 6 of the Wage Progression.**
12. United Technicians questioned how they could have fallen even further behind? After a quick review of the Wage Scales at American Airlines, United Technicians noticed that the even with the Teamsters Industry Reset 7.06% pay increase their pay had gone from \$1.70 behind American Airlines in 2016 to a varying range from \$4.00 to \$15.00 dollars an hour behind American Airlines in 2020.
13. Following the announcement of the 7% raise many United Technicians requested to see the 2020 Industry Reset calculation that was based on publicly available information. The Teamsters union negotiators their financial expert Dan Akins had stated over and over in 2016 "publicly available" now United Technicians wanted to see it.

1 14. United Airlines responded on December 15th, 2020, Thomas Reardon the Managing Director
 2 of Labor Relations stated that the information related to the Industry Reset Calculation is
 3 company confidential and proprietary. No information on the 2020 Industry Reset would be
 4 provided to the United employees to determine that their pay was 2% above the Delta and
 5 American Airlines contract average value. Mr. Reardon's response is below.

6 15. *Thanks for your inquiry. LOA 29 provides, among other thing, that economic experts from*
 7 *the Company and the Union must agree on a costing model to calculate the industry reset.*
 8 *The parties agreed on the model within the parameters set out in the LOA and utilized the*
 9 *model for the 2018 and the 2020 industry reset calculations. Much of the data that the model*
 10 *utilizes, like the AA CBA, is publicly available. Some of the information is Company*
 11 *confidential and proprietary and cannot be shared publicly. Additionally, the model itself*
 12 *and its operation is kept secure because its disclosure could put UA at a competitive*
 13 *disadvantage if our competitors were to have access to it. For these reasons, the parties have*
 14 *agreed to maintain the confidentiality of the model. As a result, unfortunately, I'm afraid we*
 15 *can't fulfill your request.*

16 *Thanks Tom Thomas Reardon Managing Director, Labor Relations*

17 **(Exhibit #8 Denial from UAL on Reset Calculation)**

18 16. The Teamsters Union's response came on December 16th, 2020, by Teamsters Airline
 19 Division Rep Vincent Graziano. Mr. Graziano for the first time stated the information related
 20 to the Industry Reset Calculation is United Company Confidential and Proprietary. No one in
 21 the Teamsters Union, Officers or Representatives has seen or reviewed the calculation.
 22 The only people who had knowledge of the 2020 Industry Reset calculation were Cheiron
 23 Pension Actuary Peter Hardcastle and Dan Akins of Akins and Associates the author of the
 24 Industry Reset. Teamsters Rep Vinnie Graziano stated that the calculation would not be
 25 provided to the United union membership. The formula is in the hands of the company and
 26 will remain there. Mr. Graziano's response is below.

17. *I forwarded your request for the “actual data used in calculating our final result of our Industry Reset per LOA 29” to the economist who worked on calculating the reset to learn what data we could share. He informed me that he is not in possession of the data you have requested. Although some of the data supporting the reset is publicly available, like the American Airlines Mechanics’ collective bargaining agreement, other components of the data are proprietary or confidential information that would give a competitive advantage to United Airlines’ competitors if they were to have access to it. As such, the IBT’s economic consultants who worked on the Reset calculations had to agree not to disclose that data, even to Teamsters officers and employees, and also had to agree to leave all of the data in United Airlines’ exclusive possession. None of it was shared directly with the International Brotherhood of Teamsters, none of it is in the IBT’s or its consultants’ possession, and we therefore cannot share it with you. Wishing you and your family Happy Holidays! Thanks, Vinny Graziano (Exhibit #9 Denial from IBT on Industry Reset)*

18. United Technicians requested the Cost Model calculation used to determine their new hourly wage increase. The Company and the Union responded almost identically and for the first time they both stated that the information used in the 2020 Cost Model was “proprietary and confidential” United Airlines Information and as such cannot be disclosed.

19. The Teamsters Airline Division Rep Vinnie Graziano stated almost the exact same language but additionally Mr. Graziano stated that no officer or representative of the Teamsters Union has seen the 2020 Reset Model Calculation. This statement on its face appears to be a disclaimer by the Teamsters that they cannot be held responsible for any violations of the laws concerning the now secret Cost Model or its calculations.

LMRDA Title V - Fiduciary Responsibility of Officers of Labor Organizations

Labor organizations have a fiduciary duty to the members of the Labor Organization to protect their financial interests and to perform their duties in good faith and honesty, outlined in **Title V Section 501(a) Labor Management Reporting and Disclosure Act of 1959**

(LMRDA). SEC. 501. (a) The officers, agents, shop stewards, and other representatives of a labor organization occupy positions of trust in relation to such organization and its members as a group. It is, therefore, the duty of each such person, taking into account the special problems and functions of a labor organization, to hold its money and property solely for the benefit of the organization and its members as a group.

20. Officers of the Labor Organization can be prosecuted for ignoring and violating their Fiduciary Responsibilities to the organization and its employee members. The LMRDA also spells out who cannot be held accountable under Title V, salaried nonsupervisory professional staff, stenographic and service personnel. That would include Dan Akins of Akins and Associates and Peter Hardcastle of Cheiron, the only two people from paid by the Teamsters union who have seen the proprietary and confidential United formula.

21. Cheiron was specifically named in the grievance for the 2020 Industry Reset because of concerns raised when they were named in another federal complaint against Senior Teamsters leadership including Jimmy Hoffa Jr and John Slatery of the Teamsters Benefit Department Director for allegedly rigging VEBA healthcare bids connected to the Teamsters Benefits Department.

22. Both Hoffa, Slatery and Cheiron, were involved in United Technician negotiations when the Teamsters Union attempted to take control of United Technicians Healthcare and Pension plans. Both the Teamsters and Cheiron would have benefited from the Tentative Agreement. United Technicians voted down the first Tentative Agreement (T/A) in 2016 by 93% because of the inclusion of their VEBA and Teamcare Health plans that were mandatory and were more expensive than the United Technicians current Company Health plans.

Why are the Components of the Cost Model now confidential and proprietary?

23. The 5 Key components of this model are Pay, Time Off, Benefits, Profit Sharing and Scope.

Pay, Time Off and Profit Sharing are all commonly known items available to anyone who can read the United American or Delta agreements. So what else was there in the Cost Model that had to be negotiated in 2016 based on public information that was so important”.

The Teamsters union repeated over and over how they fought hard for these negotiated items in the Cost Model to be built on public information. So, what are they and why have the Company and the Union changed the Terms to “Company Confidential and Proprietary in 2020?

24. There are several Non-Pay Benefit items in the Cost Model Calculation including a healthcare plan, a defined benefit plan, a 401k plan and finally a VEBA plan that the Teamsters Union is involved with. All of this information was stated by the Teamsters union to be based on publicly available information.

25. Based on the NLRA all of this information is required to be disclosed to the representative union that requests this information for the administration of the contract. Processing grievances is a big part of administration of the contract and is a daily routine. A refusal of the Company to provide this information to the Union representative is considered by the National Labor Relations Act (NLRA) an **Unfair Labor Practice by the Employer under Section 8 (a)(5). Refusal to bargain in good faith.**

26. Why are these Teamsters Union officers concealing this contractually negotiated publicly available information from the employee members whose future Wage adjustments are dependent on? The Labor Organization has a fiduciary responsibility to represent the interest of the employee first not the corporation they work for.

27. What is proprietary and confidential to United Airlines concerning the American and Delta Airlines Technicians Pay and Benefits in 2020 that was presented publicly in 2016?

28. How did the Reset Model built in 2016 change concerning the American and Delta Airlines Technicians Pay and Benefits?

Administration of the Grievance Procedure concerning the Contract

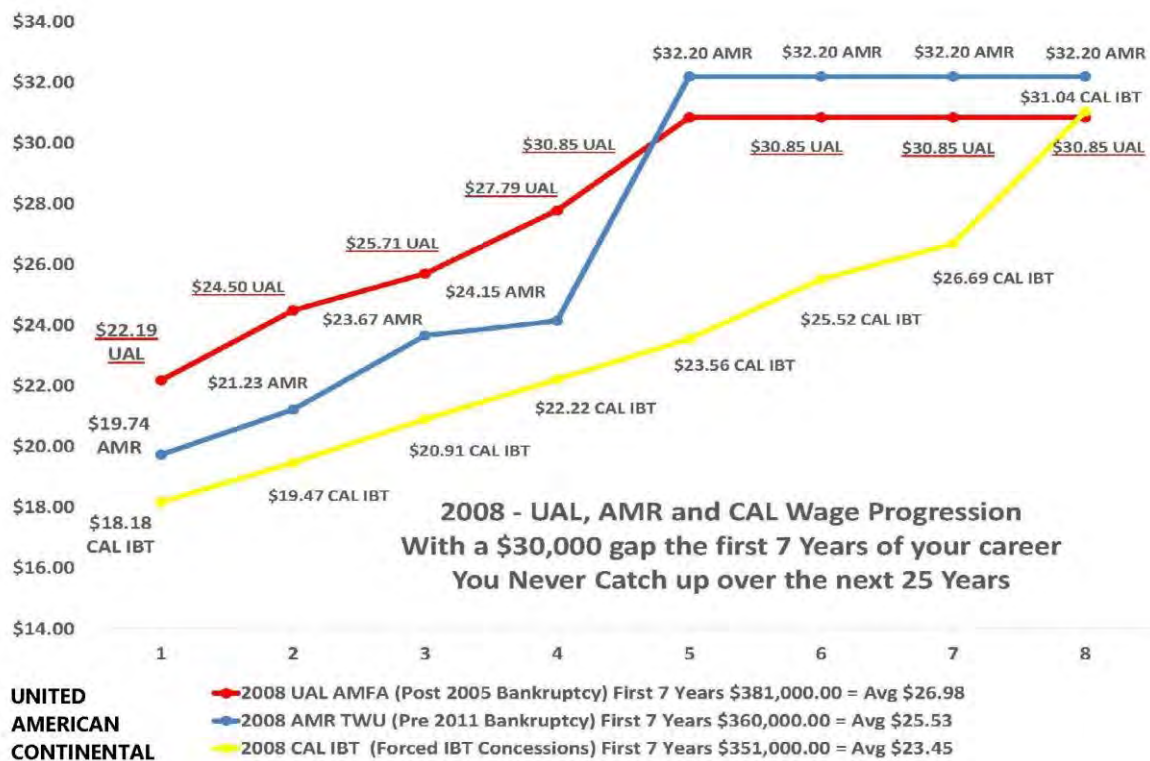
29. The SFO/LAX Grievance committee never requested the 2020 Industry Reset information, that they had the right under the LMRDA to review. Without this information how could they properly investigate the merits of the grievance? The grievance committee did not question the Teamsters Economist Dan Akins or the IBT Pension Actuary from Cheiron Peter Hardcastle. The union has taken the complete opposite approach and threatened those who employees who file grievances to question the 2020 Reset Calculation. These actions by the Teamsters union are violation of the **LMRDA Section 501 Fiduciary Responsibility of Union Officers and NLRA Section 7 Employees Rights Section 8 (b)(1)(A) Restraint and Coercion of employees.**

30. One thing is clear, the Teamsters Union and United Airlines have changed the terms and conditions of the Industry Reset LOA by changing the information from the negotiated terms of publicly available in 2016 to confidential and proprietary of United Airlines in 2020. This is a violation of **USC 45 Railroads, Chapter 8 Railway Labor, Section 152 General Duties, Seventh. Changing the wages terms and conditions of the CBA outside of RLA Section 156 Procedure in changing rates of pay, rules and working conditions.**

31. Why did the Teamsters Union agree to change the terms of the LOA and not properly enforce it as negotiated? The Teamsters Union and its negotiators claimed they had to fight to get the formula to be based on publicly available information. So why did the Teamsters union agree to change it outside of Section 156 of the Railway Labor Act or Section 6 negotiations?

The Teamsters Union at United Airlines has a long history of not enforcing the United Airlines Technicians Agreement as negotiated and agreed including this Industry Reset Cost Model Calculations and other required Annual Calculations.

32. In 2008 the Teamsters became the bargaining agent for United Technicians replacing one of the most open and democratic unions in America; AMFA the Aircraft Mechanics Fraternal Association. At that time United Technicians were the highest paid technicians in the industry with the best Wages, Benefits and Scope language in the industry. This was after going through bankruptcy negotiations less than three years earlier. United Technicians for the first time in their history held open negotiations for the United membership and would protect and build one of the best contracts in the industry despite bankruptcy.
33. United Technicians kept their 5 Year Pay Progression, Skill Pay and they were the highest paid Technicians in the industry over the first 7 years of their careers earning more than American and Continental Technicians by as much as \$30,000.00.



34. United Technicians also had free Healthcare and Retiree Medical Benefits at 55 years for Technicians that wanted to retire early. UAL Technicians also had a Letter of Agreement that required them to vote for a Defined Benefit Pension Plan or increase in their 401k DC plan before any merger with Continental Airlines.

35. The plaintiff was the Chairman of that elected negotiating committee and the Airline Contract Administrative Coordinator for United Airlines Technicians. These United Technicians negotiated the strongest Scope language in the industry with required Annual Audits of Maintenance work, the 5% 401k Plan that had an Annual Audit True Up mechanism, and a Profit-Sharing Plan that would be also audited for accuracy for the United Technicians membership. The contractually required annual calculations and audits performed by the union were always provided to the United Airlines Technicians as part of their contract. **The contract is between the Employee and United not the union.**

Failure to enforce the United Technicians Agreement – Union accountability ended in 2008 when the Teamsters took over union representation at United Airlines.

36. The Teamsters began their representation in 2008 the UAL Technicians CBA was not amended until 2012 and then again in 2016, during that time the following contractually required audits were either never completed and presented to the membership or enforced. This information is relevant because it shows a long-established pattern by the Teamsters union of not enforcing the contract. The same can be said of the IBT grievance procedure where it is commonly said by United Technicians that's where grievances go to die. As we will show those who file grievances are threatened intimidated or ridiculed for speaking out against the Teamsters union.

37. **Audits of Outsourced Work** – one of the first actions by the Teamsters union was to terminate the agreement between the United Technicians Outsourcing Audit Firm Moss Adams in 2008. The Outsourcing Audit and its required reports were required to be performed every year. The Teamsters then refused to provide even a single contractually required Audit report to the United Technicians for over 5 years from 2008 to 2012. The Teamster International Headquarters was paid \$141,000.00 in 2014 nearly 5 years after the last audit was said to have been performed in 2009. This payment to the Teamsters International Union was in violation terms required by the CBA. **(Exhibit #10 2014 IBT Intl HQ LM2 UAL \$141,000.00 Payment)**

38. **401k Contributions** - The Teamsters union failed to enforce United Technicians the Annual 401k True up calculation for the Company Defined Contribution Plans. The percentage of contributions to each individual changed every year based on United Technicians that retired or left from 2008 to 2016. The 401k annual audit was never performed by the Teamsters or presented to the employees. This was another contractual audit requirement to provide the United membership an accounting, that their Company Defined 401k Contributions were increased correctly. **(Exhibit #11 AMFA 2007 Annual 401k DC True Up)**
39. **Profit Sharing** - the Teamsters Union also failed to audit the Annual United Profit-Sharing Payouts to check the accuracy of United Airlines payments to its technicians. The Profit-Sharing payouts after the merger were incorrect and a grievance was filed by the United Pilots Union that resulted in a \$40 million dollar settlement in arbitration. The Teamsters were informed by United technicians of the violation but did nothing. This Profit-Sharing loss of the United Technicians is part of an ongoing lawsuit by United Technicians against the Teamsters Union and United Airlines in the Ninth Circuit Court.
40. **Pension Plans** - The Teamsters failed to enforce a Letter of Agreement signed by the plaintiff in this case to provide nearly 6000 United Technicians and their families increased pension benefits. The execution of this United Technicians contract provision was required prior to the merger of United and Continental Airlines. The Teamster Union ignored that contractually required Letter of Agreement for six years. **(Exhibit #12 AMFA LOA 05-03M Signature page)**
41. In 2016 the Teamsters negotiating committee removed the plaintiff's name from that Letter of Agreement during negotiations, for unknown reasons still not explained by the union. The Pension Benefits that the Teamsters union and their negotiators failed to enforce would have provided increased pension benefits for thousands of United Technicians starting in 2010. **(Exhibit #13 LOA 05-03M Teamsters altered Signature page)**

42. The Teamsters negotiators failure to enforce this provision of the contract cost each United Technician anywhere from \$800-\$1200 dollars in additional monthly pension benefits.

In 2018 United Technicians filed a lawsuit against the Teamsters Union and United Airlines for their failure to enforce this critical provision of the United Technicians Agreement.

43. **The Teamsters lack of contract enforcement for UAL Technicians in 2010 leads to a disaster for all United Technicians in 2018.** The Teamsters failure to enforce LOA 05-03M resulted in a huge impact on the 2018 Industry Reset. This failure of the Teamsters Union to begin properly funding the CARP benefits of United Technicians in 2010 is directly related to the future increased cost of United Technicians CARP costs because of more senior technicians coming into the CARP plan 6 years late.

44. The Teamsters Actuary from Cheiron stated this as the reason to deny all United Technicians both from United and Continental a raise for the 2018 Industry Reset. **Teamsters Pension Actuary from Cheiron Peter Hardcastle admits it in his statements ‘increased pension costs’ for older United Technicians was the reason United Technicians did not get a raise in 2018.** Increased Pension costs two years after the contract was signed? The Teamsters then refused to provide the Industry Reset Cost Model like they stated in 2016 and repeated again earlier in 2018, but the limited information they did provide is very telling.
(Exhibit #14 2018 Dec IBT Dispatch No Reset because of Increased Pension cost).

45. The Non-Pay Items in the Cost Model increased 360% from a \$1.02 per hour in 2016 to \$3.67 cents per hour in 2018. Anybody want to guess where that came from? The Non-Pay Items are Time Off (didn’t change) Medical (didn’t change) Profit Sharing (decreased by 2/3rds) Scope (insignificant) Retirement (.43 in 2016)

46. Retirement accounted for only .43 cents in the 2016 \$1.02 difference above the average cost of American and Delta, for the Cost Model for that to move to \$3.67 in 2018 United Technicians pension costs would have to have increased by 7 times, this increase is never shown because the Teamsters refused to show the Cost Model in 2018.

1 47. The Teamsters Failure to properly enforce the United CBA in 2010 would lead to a cover up
 2 in 2018. They say the cover up is worse than the crime and, in this case, they are correct by
 3 not properly enforcing the contract and the Pension LOA for six years, (an LOA that was
 4 signed by the plaintiff in this case and then removed by the Teamster). The Teamsters
 5 themselves have caused a cascade effect first harming 6000 United technicians in 2010 by
 6 not enforcing the contract, but then harming 9300 United Technicians 8 years later with
 7 dramatically increased pension costs in 2018. This increase pension cost denied 9300
 8 technicians a raise. It's easy to tie together the cause and effect, follow the money.

9 48. December 6, 2016, the United Technicians barely ratified 2016 Joint Collective Bargaining
 10 Agreement (JCBA) by less than 1%. The Teamsters union falsely stated the United
 11 Technicians the Industry Reset Model was placed on the server at the National Mediation
 12 Board (NMB) for security shortly after ratification.

13
 14 49. June 6, 2017, exactly 6 months after ratification United Airlines made an undisclosed
 15 payment of \$1.5 Million dollars to the Teamsters International Headquarters. The Teamsters
 16 LM2 listed it under receivables as "CBA Payment". The June 6, 2017, United Airlines \$1.5
 17 million dollar payment to the Teamsters International Headquarters was the largest reported
 18 payment by a Corporation to the Teamsters in the OLMS reporting system which goes back
 19 to 2005. **(Exhibit #15 2017 IBT Intl HQ LM2 Report \$1.5 Million United payment)**

20 50. Considering the Teamsters represent employees at much larger corporations like UPS,
 21 Kroger and Costco representing tens of thousands or hundreds of thousands of employees it
 22 is strange that a Company like United Airlines that represents only 9000 technicians is at the
 23 top of the list of payers to the Teamsters International Headquarters.
 24 **(Exhibit #16 OLMS Report for Payers to IBT Intl HQ United \$1.5 Million)**

- 1 51. The Union has ignored contractual enforcement of many provisions required in the
2 Technicians Agreement over the past 12 years and this pattern continues to this day for
3 favorable treatment to the Teamsters union to provide access to company property to profit
4 off the sale of services to employees during regular working hours at the cost of tens of
5 thousands of man hours to the corporation including; AFLAC Health Insurance and to
6 promote the negotiation and adoption of Teamsters sponsored Healthcare and Pension plans.
- 7 52. ***Violation of NLRA Section 8 (b)(6) “Featherbedding” – Section 8(b)(6) forbids a labor***
8 ***organization “to cause or attempt to cause an employer to pay or deliver or agree to pay or***
9 ***deliver any money or thing of value, in the nature of an exaction, for services which are***
10 ***not performed or not to be performed.”***

1 **The Teamsters Grievance Procedure what comes around goes around.**

- 2 53. This complaint is the second federal complaint filed against the Teamsters Union covering
3 the United Technicians Industry Reset Calculation. The previous case 4:20-CV-05442-DMR
4 was filed on August 4, 2020, covering the 2018 Industry Reset calculation and the failure of
5 the Teamsters Union to provide the Industry Reset Calculation as negotiated and outlined in
6 the 2016-2022 Collective Bargaining Agreement (CBA) identified as Exhibit A of LOA #29.
- 7
- 8 54. The Teamsters union failure process a grievance through the steps outlined in Articles 19
9 Grievance Procedure and Article 20 Board of Arbitration of the United Airlines
10 Technicians’ Collective Bargaining Agreement in violation of the **Railway Labor Act 45**
11 **USC SUBCHAPTER II – CARRIERS BY AIR Sections 181 to 184 (with the authority**
12 **of Section 153)**
- 13 55. In the previous federal case 4:20-CV-05442-DMR the Teamsters union motioned to dismiss
14 and argued a 6-month statute of limitations of the complaint filed in federal court. The
15 Teamsters union attorneys argued that the 6-month statute of limitations began on the day the
16 I was notified in an email that the grievance was closed. I believed it was the actual date
17 when the grievance close out letter was received two weeks later. I filed the complaint
18 within 6 months of receiving a grievance closeout letter from the Teamsters SFO LAX
19 grievance committee.
- 20 56. In the complaint before the court today the Teamsters union closed out my grievance within
21 hours of receiving a denial letter from the company and without my consent, arbitrarily citing
22 “lack of sufficient merit” without a rational basis or explanation on January 13, 2021.
- 23 57. Nearly a month later the Teamsters union deviated from the CBA grievance procedures and
24 past practice without explanation and reopened the grievance with the cooperation of United
25 Airlines. SFO/LAX Teamsters Business Agent Mark DesAngles sent an email to the
26 grievants stating the grievance was reopened. There is no process outlined in the Article 19
27 Grievance Procedure of the CBA for the Teamsters and United Airlines to reopen a closed
28 grievance.

- 1 58. In the previous federal complaint over the 2018 Industry Reset the Teamsters attorneys
 2 argued that the grievance was officially closed through an email received by the plaintiff and
 3 argued there were no “**rays of hope**” that the grievance was dead, and the plaintiff should
 4 have known this, the email notice was the time the plaintiffs 6-month statute of limitations
 5 started. The actions by the Teamsters in this case today will forever change that argument.
 6 The Teamsters attorney’s argument used in 2018 to deny the plaintiff his right to seek a
 7 remedy in federal court for the 2018 Industry Reset, appears to be thrown out by the actions
 8 of the very same Teamsters union the following year.
- 9 59. It is clear the actions of the Teamsters union reps and leadership have not been performed
 10 with complete good faith and honesty. Playing one side of the fence of finality to protect
 11 their interests in 2018, now the union is forced to jump to the other side of the fence to cover
 12 their interests over the same grievance in 2020.
- 13
 14 60. The Teamsters actions handling this grievance are irrational and without a rational basis or
 15 explanation. The Teamsters Local 856/986 grievance committee and United Airlines refused
 16 to answer any questions from the grievants Jim Seitz and Geoff Wik on why and how they
 17 reopened the closed grievances. (*Beck v United Food & Commercial Workers Union*, 506
 18 *F.3d* 874, 879 (9th Cir. 2007))
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Teamsters Failure to Investigate a Meritorious Grievance

61. Chief Steward Greg Sullivan never questioned the accuracy of the 2020 Industry Reset or its application that moved United Technicians Base Hourly Rate from \$1.70 an hour below American Airlines technicians in 2016 to a staggering \$4.00 to \$15.00 an hour below American Airlines technicians in 2020.
62. The Charts below show the current disparity in 2021. Why was the 2% above industry average not applied equally between every Step of the Wage Scale as it had been originally in 2016?

In 2016 AA to UA Wage Disparity was \$1.70 for All Pay Scales

Wage Scale	2016 American	2016 United	Hourly Wages	2016 Percentage
Step Year	Wage Scale	Wage Scale	Difference	Difference
0 to 1	\$22.35	\$20.65	\$1.70	7.90%
1 to 2	\$25.79	\$24.09	\$1.70	6.80%
2 to 3	\$27.47	\$25.77	\$1.70	6.30%
3 to 4	\$27.90	\$26.20	\$1.70	6.20%
4 to 5	\$28.93	\$27.23	\$1.70	6.00%
5 to 6	\$31.12	\$29.42	\$1.70	5.60%
6 to 7	\$33.33	\$31.63	\$1.70	5.20%
7 to 8	\$37.94	\$36.24	\$1.70	4.50%
8 to 9	\$41.76	\$40.06	\$1.70	4.10%
2016 Average Difference	\$30.73	\$29.03	\$1.70	6%

No Wage Disparity ALL Scales are \$1.70 Below AA

2021 AA to UA Wage Disparity is now \$4 to \$16 Dollars Per Hour

Wage Scale	2021 American	2021 United	Hourly Wage	2021 Percentage
Step Year	Wage Scale	Wage Scale	Difference	Difference
0 to 1	\$29.26	\$23.14	\$6.12	23%
1 to 2	\$31.78	\$26.99	\$4.79	16%
2 to 3	\$33.82	\$28.88	\$4.32	16%
3 to 4	\$36.06	\$29.36	\$6.70	20%
4 to 5	\$38.57	\$30.51	\$8.56	23%
5 to 6	\$48.91	\$32.97	\$15.94	39%
6 to 7	\$49.01	\$35.44	\$13.57	32%
7 to 8	\$49.11	\$40.60	\$8.51	19%
8 to 9	\$50.18	\$44.89	\$5.29	11%
2021 Average Differences	\$40.74	\$32.53	\$8.20	22%

Wage Disparity Ranges from \$4 to \$16 dollars an hour

63. During the 2nd Step hearing the Teamsters union rep presenting the grievance Chief Steward Greg Sullivan made no attempt to question why the Industry Reset Model had been changed from 2016 as “publicly available information” and “readily available information” to United Company confidential and proprietary in 2020. This is a clear change in the publicly stated intent of the terms and conditions of the LOA.

64. The union never explained why the Teamsters Union and United Airlines agreed to change the terms and conditions of the LOA and its Cost Model from being based on Public Information to making the Cost Model United Airlines proprietary and confidential material. The union failed to explain why the formula was applied to technicians differently in 2016 when compared to 2020 with the average wage gap between United and American Technicians increasing on average from \$1.70 in 2016 to \$7.43 in 2020.

65. I presented 12 exhibits in the grievance hearing and the Teamsters union presented as evidence only the original grievances they had closed over a month earlier as meritless. The Company and the Union both refused to answer any questions during or after the hearing related to the reopening of the grievances. What part of the CBA did they use? Who authorized the reopening of the grievance from the Company and the Union side?

(Exhibit #17 Reset Hearing Questions on Procedural Issues)

66. The Company provided 2 exhibits at the second step hearing, the new wage scale and the language from LOA that described the cost model Exhibit A. The company’s position was finished with this statement “there is nothing in the contract or LOA that says we have to show you the formula.

67. On March 22, 2021, I emailed Chief Steward Greg Sullivan and instructed him to notify the company that I would move my grievance forward with or without Union support.

(Exhibit #18 Email to IBT Greg Sullivan Status of Grievance)

68. On March 23 nearly 3 weeks after the hearing the Teamsters closed out the grievance again with the same answer “the grievance lacks sufficient merit” and again without a rational explanation to the grievants original concerns raised in the grievance.

69. The Teamsters Grievance Committee closed out a meritorious grievance without the consent of the plaintiff and without giving a rational reason as to why the grievance was closed. Greg Sullivan further stated in an email **(Exhibit #19 Grievance Closeout denial of arbitration)** *“The decision by the Union to close out these grievances is final. Article 19.B.6 does not provide an avenue for you to move the grievances forward on your own.*

70. The Teamsters union closed out the grievances without my knowledge or consent and stated that I could not move them forward on my own preventing me from moving my grievance forward to arbitration which is my right under **USC 45 Railroads Chapter 8 Railway Labor Subchapter II, Carriers By Air Section 184** *(with the same rights provided to Railway workers under Section 153).*

71. This action by the Teamsters Union is a violation of the United Technicians CBA grievance procedures Articles 19 Grievance Procedure and Article 20 Board of Arbitration that are to be established under USC 45 Railroads Chapter 8 Railway Labor Subchapter II Carriers By Air Sections 181, 182 and 184.

Airline Employees Statutory Rights

Airline Employees have an individual statutory Right under the Railway Labor Act to access the grievance and arbitration process mandated by Section 184 of the RLA, with or without the certified union as a party as cited by the following cases.

72. **In Elgin Joliet & Eastern Railway Co v Burley et al., (1945)** The US Supreme Court recognized the individual rights of employees to be heard in person before the board, outlined in **Section 153 j**. The employees under the Railway Labor Act have a statutory right that can be exercised independent of the union.
73. **In Capraro v UPS Company (3rd Cir. 1993)** The court stated the individual employee's rights cannot be nullified merely by agreement between the carrier and the union. They are statutory rights, which he may exercise independently or authorize the union to exercise in his behalf. The court also noted, the grievance and arbitration process is not optional under the RLA. Congress intended the RLA's procedures, particularly the Adjustment Boards, to be the exclusive means of dealing with minor matters involving the interpretation of a collective bargaining agreement and for all aggrieved employees to have access to such procedures.
74. **Miklavic v USAir Inc (3rd Cir. 1994)** In contrast to other labor statutes such as the Labor Management Relations Act, *nothing in the Railway Labor Act prevents an employee from bringing an arbitration on his or her own behalf, without the support of a union.* 45 U.S.C. Sec. 153 First (j); see **Landers v. National Rail Passenger Corp., 485 U.S. 652**, 654, 108 S.Ct. 1440, 1441, 99 L.Ed.2d 745 (1988); **Childs, 831 F.2d at 433, 438, 439**; **Masy v. New Jersey Transit Rail Operations, Inc., 790 F.2d 322**, 326-27 (3d Cir.1986); **Kaschak v. Consolidated Rail Corp., 707 F.2d 902**, 906-08 (6th Cir.1983); **Schum v. South Buffalo Ry. Co., 496 F.2d 328**, 329-30 (2d Cir.1974).
75. **Landers v. National Rail Passenger Corp., 485 U.S. 652**, 654, 108 S.Ct. 1440, 1441, 99 L.Ed.2d 745 (1988) In Landers, the court rejected the right of an employee to have another union other than his representative union during the lower levels of the grievance procedure.

76. *The court also affirmed the RLA employee was entitled to represent himself or have the choice of who would represent him in arbitration. If there were any violations by the representative union at the lower levels of the grievance process, then the employee could use the National Labor Relations Act (NLRA) Unfair Labor Practices of a Labor Organization Section 8(b)(1)(A) to seek justice.*
77. **Kaschak v. Consolidated Rail Corp., 707 F.2d 902**, 906-08 (6th Cir.1983) *The RLA contemplates the presence of three entities: the employer, the individual employee and the union* (as representative of the collective employees). The rights of the individual employee as against the employer are not coextensive with those of the union; each party under the statute maintains a distinct right to enforce the obligations of the other two. **Absent separate enforcement rights exercisable by the individual employee, there would be no check on possible collusion between the employer and the union to the detriment of some or all of the individuals.** See e.g., *Steele v. Louisville Nashville R. Co., supra*
78. **Stevens v. Teamsters Local 2707 (1980)** The rights of the individual employees to participate at the initial levels of the grievance procedure, individual employees in some situations will be "parties" entitled to submit matters to the System Board. Thus, *the Court concludes that airline industry employees have the same right individually to process grievances as do railroad industry employees.*
78. **Pyles v United Airlines (11th Cir.1996)** *Airline employees are entitled to convene special boards of adjustment.*). Unlike in the railroad industry, however, airline employees do not have a national board to which they can resort, for although a National Air Transport Adjustment Board was contemplated in 45 U.S.C. § 185, it was never created. If the language of § 184 is interpreted in the same manner as that of § 153, airline employees will have no way to pursue administrative claims without union assistance. Because Congress intended to extend to airline employees "the same benefits and obligations available and applicable in the railroad industry," **International Assoc. of Machinists v. Central Airlines, Inc., 372 U.S. 682, 685, 83 S.Ct. 956, 958, 10 L.Ed.2d 67 (1963)**, we believe that individual airline employees are entitled to convene special boards of adjustment as a matter of statutory right.

VIOLATION OF THE NATIONAL LABOR RELATIONS ACT (NLRA)

Unfair Labor Practices of a Labor Organization Section 8 (b)(1)(A)

79. The actions of the Teamsters Union SFO/LAX Grievance Committee are a violation of the **NLRA Section 8 (b)(1)(A)** and were done Arbitrarily and without a rational basis or explanation given to the grievants in closing their grievances without their consent. The union refused to answer why they initially closed and then reopened the grievances failing to follow the procedures outlined in Article 18 Grievance Procedures. The union failed to state a rational basis or explanation why the grievances lacked sufficient merit.
80. The Teamsters Union cannot close a meritorious grievance out without an explanation.
- 1) The union has not provided a rational explanation why the Cost Model that was negotiated by the union to be based on publicly available information in 2016 was arbitrarily changed to Proprietary and Confidential in 2020.
 - 2) The Teamsters refuse to explain how the wage gap between American Airlines and United Technicians increased from \$1.70 per hour in 2016 to an average of \$7.43 per hour in 2020.
 - 3) The Union failed to explain why a 6-Year United Technician was \$1.70 per hour below a 6-Year American Technician in 2016, is now \$15 per hour below in 2020.
81. **Discriminatorily and in Bad Faith** – the SFO/LAX Grievance committee has a long history of discrimination and bad faith against the plaintiff as shown by the past actions of the union and their slander and false statements put out against the plaintiff over the last 10 years.
82. They want to make an example so no one else will speak out against the Teamsters union and its lack of contract enforcement. These personal attacks against those who speak out against the Teamsters union have a chilling effect on the entire membership at United Airlines. The plaintiff has a long history of standing against the Teamsters officers for their failure to enforce the contract. When a union is the exclusive bargaining representative and it refuses to process a grievance in retaliation against an employee's criticism of union officers, that is a violation of **Section 8(b)(1)(A) Restraint and Coercion of Employees.**

83. **Section 8(b)(1)(A) Restraint and Coercion of Employees** - Unlawful coercion may consist of acts specifically directed at an employee such as physical assaults, threats of violence, and threats to affect an employee's job status. Coercion also includes other forms of pressure against employees such as acts of a union while representing employees as their exclusive bargaining agent. *A union that is a statutory bargaining representative owes a Duty of Fair Representation to all the employees it represents.*

Examples of Section 8(b)(1)(A) violations

1) If while action as the employees' statutory bargaining representative, it takes or withholds action in connection with their employment because of their union activities or for any irrelevant or arbitrary reason such as an employee's race or sex.

2) Refusing to process a grievance in retaliation against an employee's criticism of union officers.

84. The Teamsters have violated Section 8(b)(1)(A) using both of these as examples concerning the plaintiff in this case. The plaintiff is a 32 year veteran technician with United Airlines and has been a vocal critic of the Teamsters union when it comes to representation and contract enforcement at United Airlines and has long advocated the replacement of the Teamsters union at United for their failures to enforce the written agreement and protect the interests of the membership..

85. In 2017 the plaintiff stood against a Teamsters Letter of Agreement that punished United Technicians for the use of their Sick Time in violation of San Francisco Local Labor Ordinances. This IBT Attendance Policy LOA that was never voted on by the United Technicians which forced technicians to come to work sick or be penalized through a points system even though they had accrued sick time on the books. This is especially troubling considering that Sick Time Benefit is counted against Technicians as a Non-Pay Benefit used to lower any Base Rate Wage increase in the Industry Reset model.

1 86. The plaintiff and other United Technicians met with the SFO Labor Board to discuss the
 2 problem and to clarify what the SFO Technicians rights were per the Local Labor Ordinance.
 3 For standing up for the technicians in SFO and other stations around the system, the plaintiff
 4 was slandered by the union in fliers and Teamsters publications put out in the work areas of
 5 over 2600 United SFO employees. This is only one example of the many fliers put out on the
 6 property at United Airlines out over the past 12 years to slander the plaintiff.

7 **(Exhibit 19 SFO/LAX BA Report slander and intimidation against plaintiff)**

8 87. **Misinformation leads to threats and intimidation** – Misinforming a grievant of their
 9 rights, threats and intimidation. During the grievance process the Teamsters tried to mislead,
 10 misinform and then threaten the other grievant involved in this case. Geoff Wik a United
 11 Plant Maintenance Technician who also filed a grievance over the 2020 Reset Calculation
 12 Geoff Wik was misinformed, threatened and intimidated. The Teamsters officers at United
 13 Airlines have a long track record using slander, intimidation and threats against the
 14 employees who file grievances.

15
 16 88. Mark DesAngles publicly stated in 2018 that the Teamsters Industry Reset was based on
 17 readily available SEC filings and other readily public information, but when Geoff Wik
 18 asked for the same information for his grievance it escalated into threats and intimidation by
 19 a union officer to a union member that resulted in Geoff Wik filing formal charges against
 20 Teamsters BA Mark DesAngles

21 89. Teamsters Business Agent Mark DesAngles violated of the National Labor Relations Act
 22 (NLRA) with his actions. The transcript testimony given by Mr. Wik during his hearing
 23 against Mark DesAngles exposes the types of threats and intimidation United Technicians go
 24 through on a daily basis not only in SFO and LAX but across the United system when they
 25 file grievances. This type of behavior is a violation of the National Labor Relations Act and
 26 considered an **Unfair Labor Practice by a Labor Organization Section 8 (b)(1)(A)**
 27 **Restraint or Coercion of Employees.**

1 90. Teamsters Union representatives have attempted dissuade the grievants from moving their
 2 case forward from the first step when Teamsters Business Agent Mark DesAngles argued
 3 with grievant Geoff Wik whose grievance was combined with the plaintiff's grievance
 4 claiming that he had no right to file a grievance. The following statements are testimony
 5 from the transcripts of United Technician Geoff Wik's hearing against Teamsters Business
 6 Agent Mark DesAngles. **(Exhibit #20 Transcripts Geoff Wik Hearing against IBT BA**
 7 **Mark DesAngles)**

8 91. **Geoff Wik testimony page 11 -** *"Mark DesAngles repeatedly screamed and belittled me for*
 9 *filing a grievance"*

10 92. **Geoff Wik testimony page 12 -** *"DesAngles did not protect me from my employer. Instead,*
 11 *Mr. DesAngles had the employers' best interests in mind. I felt he was protecting them from*
 12 *me by trying to tell me that I cannot file a grievance, only union officials can.*

13 93. **Geoff Wik testimony page 12 -** *Mr. DesAngles conducted himself in a manner bringing*
 14 *reproach upon the Union by screaming at me, a fellow member; by using profanity; and*
 15 *telling me to fuck off ; by threatening -- for threatening me for exercising my rights; by*
 16 *demeaning me for asking questions ; and failing to calmly explain why I should stop moving*
 17 *my grievance forward, stating I was being selfish and greedy for simply exercising my*
 18 *contractual rights.*

19 94. These transcripts are important because they show Geoff Wik's testimony and experience
 20 dealing the grievance committee. The Union attempts to paint the Geoff Wik as a liar in
 21 their own testimony when they call witnesses to reaffirm how righteous they are as union
 22 officials, but the 2018 Business Agents report used to slander the plaintiff shows their true
 23 and unguarded character against those who try to protect the rights of the United membership
 24 instead of signing them away in a letter of agreement with the company.
 25
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Denying United Technicians their rights to the grievance procedure through Teamsters letters of agreement

95. The Union and the Company have acted in concert prior to this complaint to deny United Airlines Technicians their Statutory Rights to the grievance procedure under the United Technicians contract and USC 45 the Railway Labor Act.

96. In 2020 United Airlines and the Teamsters Airline Division Rep Vinnie Graziano signed a Letter of Agreement that denied United Technicians their statutory rights to file grievances over the furlough of over 1200 United Airlines employees represented by the Teamsters.

This Teamsters signed Letter of Agreement was done without a vote of the membership in violation of the Teamsters Constitution. The Teamsters Union cannot enter into a Letter of Agreement without a vote of the membership that would remove the right of United Technicians to file a grievance if their contractual seniority or other rights in the CBA were violated. **(Exhibit #21 IBT Vinnie Graziano LOA denying grievance rights)**

Changing the application of the 2020 Reset, changes the Terms and Conditions of the Hourly wage which violates Section 152 Section 7 of the RLA.

97. In 2016 the 5.8% Reset Model paid every United Technicians on every Step of the Wage Scale Progression \$1.70 less than their peers at American Airlines. The Teamsters Economists Dan Akins stated the Model Structure is set and will not change; the statement is found out page 4 of Exhibit #1 The 2016 Industry Reset Model. So how could the application of the Model change so drastically.

98. United Airlines Junior B Scale Technicians entered a free-fall from \$1.70 per hour behind their peers at American Airlines to as much as \$14.98 per hour. **This change from the 2016 equal distribution based on the average of your peers at American and Delta saves the corporation \$50 Million dollars in 2020 over the original application in 2016. United Technicians earn \$153,000.00 less than their peers at American Airlines.**

99. We have applied the \$1.70 differential to the first Model below using a standard number of 8500 Employees for both United and American Technicians. Based on the that 5.8% Reset Cost Model in 2016 American Airlines paid its technicians \$30 million dollars more a year in the Base Wage Rate.

2016 Reset Model - United Technician Base hourly Rate Cost vs American Technician Base Hourly Rate Cost

2016 = \$30,056,000.00 Million Dollar Difference

Wage Step Progression	United 2016	American 2016		United Technician Dollars Earned Below AMR	# of United Technicians on Wage Step	Difference Times # Of Technicians on Wage Step	
0-1 Yrs	\$20.65	\$22.35		\$1.70	\$3,536.00	200	\$707,200.00
1-2 Yrs	\$24.09	\$25.79		\$1.70	\$3,536.00	200	\$707,200.00
2-3 Yrs	\$25.77	\$27.47		\$1.70	\$3,536.00	200	\$707,200.00
3-4 Yrs	\$26.20	\$27.90		\$1.70	\$3,536.00	200	\$707,200.00
4-5 Yrs	\$27.23	\$28.93		\$1.70	\$3,536.00	200	\$707,200.00
6-7 Yrs	\$29.42	\$31.12		\$1.70	\$3,536.00	200	\$707,200.00
7-8 Yrs	\$31.63	\$33.33		\$1.70	\$3,536.00	200	\$707,200.00
8-9 Yrs	\$36.24	\$37.94		\$1.70	\$3,536.00	200	\$707,200.00
9 Yrs	\$40.06	\$41.76		\$1.70	\$3,536.00	6900	\$24,398,400.00
	\$29.03	\$30.73				8500	\$30,056,000.00
				\$1.70	\$31,824.00		\$30,056,000.00
	United Avg Hourly Rate	American Avg Hourly Rate		\$1.70 Avg Difference	UAL Tech 9 year earnings Below AMR		Total Annual Cost Difference

100. We have applied the 2020 American Airlines Base Wage Scale below in the second Model above using the same standard number of 8500 Employees for both United and American Technicians. Based on the 2% Reset Cost Model in 2020 American Airlines paid its technicians \$88 million dollars more a year in the Base Wage Rate.

2020 Reset Model - United Technician Base hourly Rate Cost vs American Technician Base Hourly Rate Cost

2020 = \$88,144,160.00 Million Dollar Difference

Wage Step Progression	United 2020	American 2020			United Technician Dollars Earned Below AMR	# of United Technicians on Wage Step	Difference Times # Of Technicians on Wage Step
0-1 Yrs	\$23.13	\$28.69		\$5.56	\$11,564.80	200	\$2,312,960.00
1-2 Yrs	\$26.99	\$31.16		\$4.17	\$8,673.60	200	\$1,734,720.00
2-3 Yrs	\$28.87	\$33.16		\$4.29	\$8,923.20	200	\$1,784,640.00
3-4 Yrs	\$29.35	\$35.35		\$6.00	\$12,480.00	200	\$2,496,000.00
4-5 Yrs	\$30.50	\$37.81		\$7.31	\$15,204.80	200	\$3,040,960.00
6-7 Yrs	\$32.96	\$47.95		\$14.99	\$31,179.20	200	\$6,235,840.00
7-8 Yrs	\$35.43	\$48.05		\$12.62	\$26,249.60	200	\$5,249,920.00
8-9 Yrs	\$40.59	\$48.15		\$7.56	\$15,724.80	200	\$3,144,960.00
9 Yrs	\$44.87	\$49.20		\$4.33	\$9,006.40	6900	\$62,144,160.00
	\$32.52	\$39.95		\$7.43		8500	\$88,144,160.00
					\$139,006.40		\$88,144,160.00
Avg Hourly Base Avg Hourly Base				Avg Hourly Difference	UAL Tech 9 year earnings Below AMR		Total Annual Compensation Difference

In 2020 when the 2% Reset Model was applied United Airlines Technicians over every Step of the Wage Scale Progression made a combined average of \$7.43 less per hour than their peers at American Airlines. The Teamsters Economists Dan Akins stated the Model Structure is set and will not change; the statement is found out page 4 of Exhibit #1. For the 6-7 Year United Technician it's a \$15.00 per hour difference.

1 101. The Base Wages Paid differential between American and United Technicians grew by over
 2 \$58 million dollars. How could the Cost Model and its application change so radically from
 3 the terms of the LOA agreed to in 2016 which were publicly available to almost triple in the
 4 2020 Confidential and Proprietary Model.

5 **United Technicians continue to fall behind under the 2% Industry Reset Calculations**

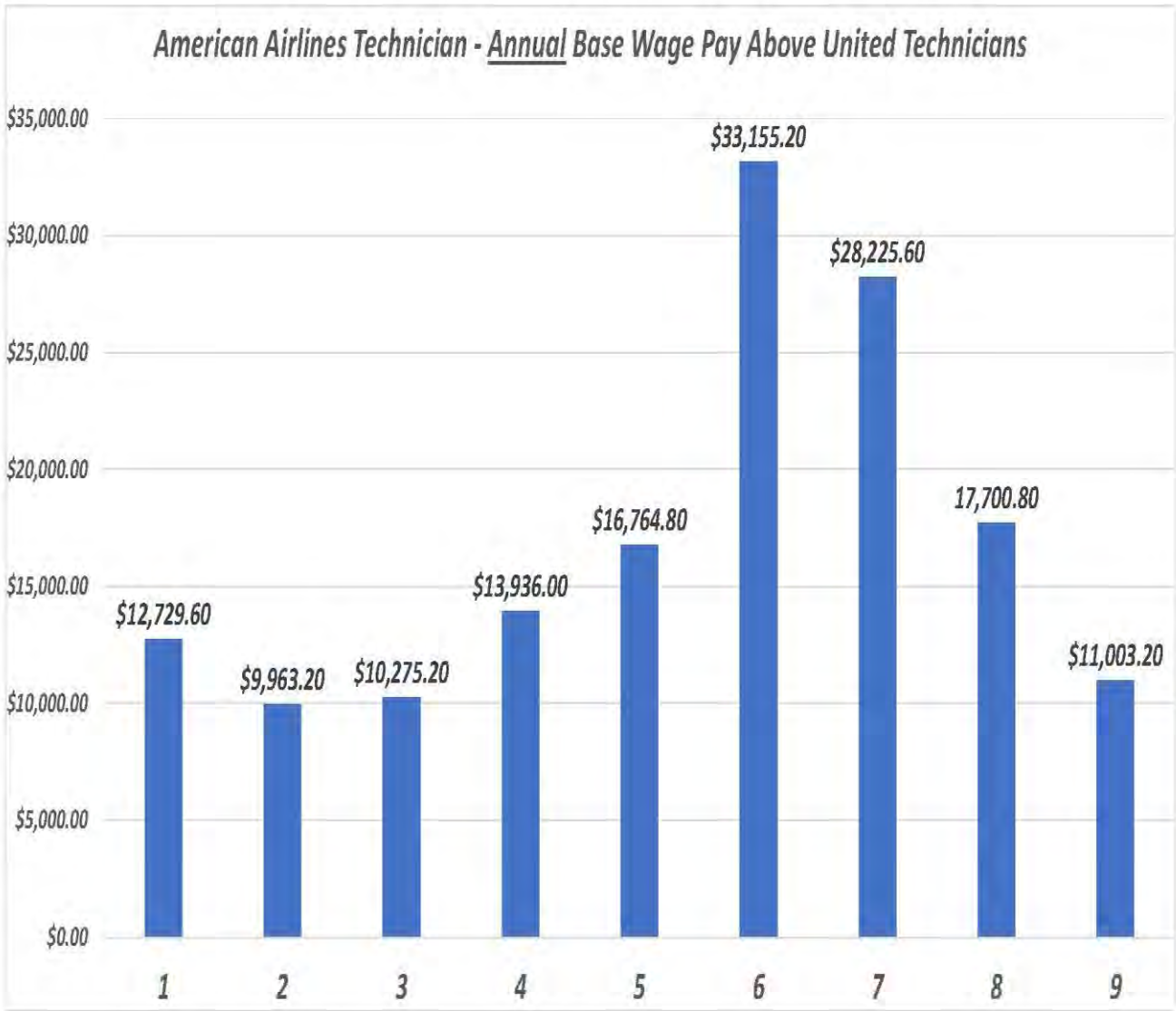
6 101. In 2008 United Technicians were paid over \$20,000.00 more than their American Airlines
 7 counterpart over the first seven years of their career. In 12 years, United Technicians have
 8 moved from #1 in Pay Benefits and Scope to the bottom of the industry.
 9

10 102. A Technician who hires on at American Airlines instead of United Airlines will earn
 11 \$153,000.00 dollars more over their first 8 years. That is a \$173,000.00 dollar shift in earning
 12 position in 12 years under Teamsters representation, not to mention the loss of Free Medical
 13 and Retiree Medical Benefits, and the fact that a majority of the aircraft maintenance work
 14 Scope provisions, Seniority Rights and other protections have been removed from the United
 15 Technicians contract in 12 years under the Teamsters union. It's almost like the Teamsters
 16 are getting paid to do it.

17 103. The Graph below show the gradual and then rapid decline of earnings for United Technicians
 18 when compared to their next closest Unionized competitor American Airlines. These graphs
 19 show the complete failure of the Industry Reset Calculation and more importantly its
 20 application in 2020 that did not follow the 2016 application giving the corporation an \$88
 21 million dollar cost advantage over American Airlines.
 22

23 102. As of March 2021, United Airlines paid their aircraft technicians \$153,000.00 less than
 24 American Airlines in Base Hourly Wages over the first 9 years of their employment.
 25
 26
 27
 28

103. Below is a graph showing the current disparity in pay each year of the United technicians Wage Scale. The cumulative disparity is over \$153,000.00 dollars in pay.



104. The secret formula that gives United Airlines a \$153,000.00-dollar competitive advantage over American Airlines also keeps United Airlines Technicians the lowest paid of the Big Three Airlines by as much as \$16.00 dollars an hour over their peers in the same Wage Step Progression.

1 105. In April of 2021 my attorney contacted the National Mediation Board (NMB) to get a copy
 2 of the Industry Reset formula negotiated in 2016. In 2018 the Teamsters union stated in
 3 several publications that the formula was held on a secure server at the National Mediation
 4 Board. According to John Gross from National Mediation Board (NMB) he stated, “*we never*
 5 *had the cost model on a server and never would*” “*we do not have a server like that, we do*
 6 *not use servers like that*” So why did the Teamsters union and its representatives present
 7 false information to the United Technicians 6 months prior to the first industry reset?
 8 *(Exhibit #11 NMB Letter for FOIA F-1784)*

9 VI. HYBRID CLAIM

10
 11 106. The Union and the company are in breach of contract.. The Teamsters union and the
 12 Company have agreed to changes in the information used in the LOA #29 Cost Model from
 13 being based on “Publicly available information” to Company “Proprietary and Confidential”
 14 in violation USC **45 Railroads Chapter 8 Railway Labor Subchapter I General**
 15 **Provisions Section 152 General Duties Section 7 Change in pay, rules or working**
 16 **conditions contrary to agreement or to section 145 forbidden.**

17 107. The Teamsters and United Airlines have breached the CBA by changing the terms and
 18 conditions of LOA #29 Industry Reset calculation from publicly available information to
 19 United Proprietary and confidential and failing to disclose the Industry Reset calculation
 20 found in Exhibit A of LOA #29 Industry Reset in 2020.

21
 22 108. The Teamster Union and the Company are in breach of contract for failing to follow the
 23 grievance procedures outlined in Article 19 Grievance Procedures and Article 20 Arbitration
 24 Board set up under USC 45 Railroads, Chapter 8 Railway Labor Subchapter II CARRIERS
 25 BY AIR Section 184 (with all authority in Section 153 by failing to follow the grievance
 26 process outlined in the CBA. and not allowing the grievants to move forward to arbitration.

VII. FUTILITY

109. The Teamsters and United Airlines have acted in concert to change and then conceal from the United Technicians the publicly available information negotiated in LOA #29 Industry Reset Exhibit A Cost Model that determines their hourly wage. Furthermore, the company and the union have manipulated the grievance process and have refused to follow the CBA to provide arbitration.
110. The Company and the Union have repudiated the grievance machinery in the CBA over the course of this grievance refusing to provide information in violation of NLRA Section 8 (a)(5) Refusal to bargain in good faith, which is an Unfair Labor Practice by an Employer and NLRA Section 8 (b)(1)(A) Restraint and Coercion of Employees an Unfair Labor Practice of a Labor Organization.
111. The Company and the Teamsters Union have signed illegal letters of agreement to deny United Technicians their grievance and arbitration process. It would be absolutely futile to follow the grievance process outlined in the CBA when the Teamsters and United Airlines have refused to with all good faith and honesty abide by the grievance procedures in the contract and provide information as required under the RLA and the NLRA relevant to the grievance.
112. The Company and the Teamsters Union have refused to provide the calculation of publicly available information that was negotiated in Exhibit A Cost Model of LOA #29 to determine if the United technicians are actually being paid 2% above the Industry Average as required by the LOA.

1 **Exceptions to Adjustment board jurisdiction**

2 113. The courts have created exceptions to the exclusive jurisdiction of the Adjustment Board
3 Jurisdiction. Court may hear minor disputes when

4 The employer has repudiated the grievance machinery,

5 The resort to the administrative remedy would be futile

6 The employer is joined in a breach of duty of fair representation claim against the Union.

7 An employee may pursue an action in a federal court despite failing to fully exhaust
8 contractual remedies when.

9 (1) "the union has the 'sole power' under the contract to invoke the upper-level grievance
10 procedures and yet prevents an employee from exhausting contractual remedies by
11 wrongfully refusing to process the employee's grievance in violation of its duty of fair
12 representation.

13 (2) the employer's conduct amounts to a repudiation of the remedial procedures specified in
14 the contract," (*Vaca v. Sipes*, 386 U.S. 171, 185-86, 87 S. Ct. 903, 17 L. Ed. 2d 842 (1967))

15 114. In the case before the court, we believe all three of these conditions have been met. The
16 Union and the Company have worked together to change the terms of the agreement outside
17 of Section 156 of the RLA. They have worked together manipulate the grievance procedure
18 and to deny contractual information related to the Cost Model that would be required to
19 successfully prosecute the grievance. The Company and the Union have violated the NLRA
20 Section 8(a)(5) and 8 (b)(3) Refusal to Bargain in good faith and Section 8(b)(1)(a) Restraint
21 and Coercion of Employees.
22
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VIII. CAUSES OF ACTION

**COUNT I - VIOLATION OF THE RLA USC 45 RAILROADS CHAPTER 8
RAILWAY LABOR SUBCHAPTER I SECTION 152 GENERAL DUTIES SEVENTH.**

**USC 45 Chapter 8 Subchapter I General Provisions Section 152 General Duties Section
7 Change in pay, rules or working conditions contrary to agreement or to section 156
forbidden.**

115. **Breach of Contract** - United Airlines and the Teamsters have changed the terms and conditions of LOA #29 The Industry Reset by changing the terms and conditions that the Letter of Agreement was negotiated and agreed upon and in 2016. Specifically, they have changed the formula that is in the United CBA from the negotiated “publicly available information” to Company “confidential and proprietary” in 2020.

116. The Company and the Union have also changed the application of the 2% which has resulted in a huge shift in wage disparity from the 2016 American and Delta Technicians Industry Average moving the average wage disparity from the \$1.70 per hour less than American Airlines Technicians in 2016 to an average wage disparity of \$7.43 per hour less in 2020.

117. United and the Teamsters union have failed to follow the 2016 LOA #29 Industry Reset and pay United Technicians 2% above the average of American and Delta Airlines as determined by Exhibit A of LOA #29. United Airlines is in breach of contract for failing to pay and apply the correct hourly rate to all United Airlines technicians and other employees in the Mechanics Class and Craft Collective Bargaining Agreement.

COUNT II - BREACH OF CONTRACT IN VIOLATION OF THE RLA USC 45**Chapter 8 Railway Labor Subchapter II Carriers by Air Section 184**

118. **Breach of Contract** - The Teamsters union and United Airlines violated my rights when the union closed my grievance without my knowledge or consent and failed in their Duty of Fair Representation as the exclusive bargaining agent when they closed my grievance arbitrarily without a rational reason and explanation. The union acted with discrimination and in bad faith when failed to investigate the merits of the grievance. The Teamsters have failed to follow Article 19 Grievance Procedures and Article 20 Board of Arbitration.
119. Airline employees have an individual statutory right under the Railway Labor Act to access the grievance and arbitration process mandated by Section 184 of the RLA, with or without the certified union as a party. The union's actions are a breach of the Duty of Fair Representation Section 8(b)(1)(A) by denying the grievance arbitrarily, discriminatorily and acting in Bad Faith. Airline Employees have the right to arbitration under USC 45 Railroads, Chapter 8 Railway Labor Subchapter II Carriers by Air Section 184 System, group, or regional boards of adjustment.
120. In this complaint the Teamsters union closed the grievance without the grievants consent with a closeout notice in January 2021 stating that it had no merit. Nearly a month later the union without giving a reason then reopened the grievance. There is no procedure outlined in the contract to reopen closed grievances. When asked the union refused to explain its reasons for reopening the grievance. A Second Step hearing was then held in March of 2021 and the union made no effort to provide any information related to Exhibit A the cost model in the CBA for the 2020 Reset calculation or perform any investigation to verify the accuracy of the 2020 Reset. The SFO Local 986 Teamsters grievance committee again closed out the grievance without the grievants consent and again claimed that the grievance had no merit.
121. The union gave no explanation or rational basis for closing out the grievance. The Teamsters union admits in writing that no one in the Teamsters union has seen the 2020 Industry Reset Exhibit A Cost Model so how anyone in the union can or the SFO Teamsters Local 986

grievance committee make the statement that the grievance has no merit. The Teamsters unions discrimination slander and bad faith against the plaintiff for criticism of the Teamsters failures to enforce the contract have a long history.

**COUNT III UNITED AIRLINES AND TEAMSTERS' VIOLATION OF THE
NATIONAL LABOR RELATIONS ACT UNFAIR LABOR PRACTICES
SECTION 8(a)(5) and Section 8(b)(3) - FAILURE TO BARGAIN IN GOOD FAITH**

121. Unfair Labor Practices of an Employer Section 8(a)(5) Refusal to bargain in good faith,

Breach of Contract – United Airlines and the Teamsters both refused to provide the grievant with Exhibit A the Cost Model that is contained in LOA #29 as part of the CBA. The contract is between the employee and the company. United Airlines has no right to withhold this publicly negotiated information that is part of the CBA which is the basis for future wage increases. This is defined as a failure to bargain in good faith and is a violation of Section 8(a)(5)

122. Unfair Labor Practices of a Labor Organization Section 8 (b)(3) Refusal to bargain in good faith.

The Teamsters union has a Fiduciary responsibility and duty to bargain in good faith with the Company on behalf of the employees. When it agrees to change the negotiated terms of the agreement to the disadvantage of the employee and agrees to withhold information from or misrepresent information to the employees it has committed a violation of NLRA Section 8(b)(3).

COUNT IV TEAMSTER UNION VIOLATION OF THE NATIONAL LABOR
RELATIONS ACT UNFAIR LABOR PRACTICES SECTION 8 (b)(1)(A)

NLRA Section 8 Unfair Labor Practices (b) [Unfair labor practices by a labor organization]

Unfair Labor Practices of Labor Organizations Section 8(b)(1)(A) Restraint and Coercion of Employees

It shall be an unfair labor practice for a labor organization or its agents (1) to restrain or coerce (A) employees in the exercise of the rights guaranteed in section 7[section 157 of this title] What violates Section 8(b)(1)(A) Unlawful coercion may consist of acts specifically directed at an employee such as physical assaults, threats of violence, and threats to affect an employee's job status.

Coercion also includes other forms of pressure against employees such as acts of a union while representing employees as their exclusive bargaining agent (see LMRA (Section 9(a)) A union that is a statutory bargaining representative owes a Duty of Fair Representation to all the employees it represents.

It may exercise a wide range of reasonable discretion in carrying out the representative function, but it violates Section 8(b)(1)(A) if, while acting as the employees' statutory bargaining representative, it takes or withholds actions in connection with their employment because of their union activities or for any irrelevant or arbitrary reason such as an employee's race or sex.

The following are examples of restraint or coercion that violate Section 8(b)(1)(A) when done by a union that is the exclusive bargaining representative:

Refusing to process a grievance in retaliation against an employee's criticism of union officers. Refusing to process a grievance because of the race, sex, or union activities of an employee for whom the union is a statutory bargaining representative.

The Plaintiff in this case has long spoke against the failure of the Teamsters Union and their officers, representatives and negotiators for their many failures to follow the CBA and the LOA's put in place to protect the United Technician employees. For those actions the plaintiff has been slandered publicly through Teamsters publications, including fliers put out by the Teamsters and their supporters on the property a United Airlines for nearly 8 years.

The plaintiff has been brought up on charges by Local 986 and made a member in bad standing until he pays the fines levied by the Teamsters Local for supporting a change in union representation. The plaintiff has been disparaged and harassed by the Teamsters

Union representatives who now have denied his statutory right under USC 45 the RLA to move through the grievance process to arbitration, arbitrarily, acting in bad faith, discriminating against the plaintiff because of his attempts to enforce the contract and protect the United Technicians rights..

123. The Plaintiff in this case has long spoke against the failure of the Teamsters Union and their officers, representatives and negotiators for their many failures to follow the CBA and the LOA's put in place to protect the United Technician employees.

124. For those actions the plaintiff has been slandered publicly through Teamsters publications, including fliers put out by the Teamsters and their supporters on the property a United Airlines for nearly 10 years.

COUNT V - TEAMSTER UNION VIOLATION OF THE NATIONAL LABOR RELATIONS ACT UNFAIR LABOR PRACTICES SECTION 8 (b)(6)

125. **Featherbedding** - This is an Unfair Labor Practice of Labor Organizations NLRA Section 8(b)(6) Featherbedding "to cause or attempt to cause an employer to pay or deliver any money or other thing of value, in the nature of an extraction, for services which are not performed or not to be performed. This type of violation of the NLRA Section 8 is a described as "Featherbedding"

126. In 2017 six months after the ratification of the 2016-2022 United Technicians JCBA the Teamsters International Headquarters received an undisclosed \$1.5 million dollar payment from United Airlines as reported on their LMRDA required LM2 Report. This payment is the largest payment received by the Teamsters International Union from any employer in the last 15 years of recorded payments. The payment is listed in receivables on the LM2 as a "CBA Payment" The United Technicians were never told of this payment or what it was for. It is illegal for a union to receive anything of value from a Company for negotiating a contract for the employees it represents.

127. Cited in this complaint the Union has ignored contractual enforcement of required Letters of Agreement and Articles of the Technicians Agreement over the past 12 years and continues to this day, for favorable treatment to the Teamsters union to provide access to company property to sell a thing of value to the union as an example; AFLAC Health Insurance and to promote the adoption of Teamsters sponsored Healthcare and Pension plans.

COUNT VI - VIOLATION OF LMRDA TITLE 5
SAFEGUARDS FOR LABOR ORGANIZATIONS
FIDUCIARY RESPONSIBILITIES OF OFFICERS OF A LABOR ORGANIZATION
29 USC 501

128. The Teamster Union officers have violated their fiduciary responsibility to protect the interest of the employees and the organization by failing to enforce the contract and its grievance procedure. The officers of the Teamsters Labor Organization have failed in their fiduciary responsibility to review the Cost Model which directly impacts the wages of the employees who are members of the organization. The officers of the union have deliberately and with willful intent ignored their fiduciary responsibilities and the union has stated this publicly in an attempt to absolve them from their fiduciary responsibility to the membership.

COUNT VII- VIOLATION OF CA LABOR CODE 223

129. **Violation of California Labor Code 223**

Where any statute or contract requires an employer to maintain the designated wage scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the wage designated by statute or by contract.

130. The Non-Pay Elements outlined in the Industry Reset calculations are part of the calculation for the hourly wage rate and need to be shown to determine if the actual rate of United Technicians pay is in fact 2% above the Delta/American Industry Reset Average. Based on the refusal of both the Teamsters Union and United Airlines employees have no way to determine if their hourly wage is 2% above the American / Delta Average.

- 1 131. Based on the publicly available information of Pay and Profit-Sharing Delta Airlines
 2 Technicians Pay and Profit Sharing for 2020 was equivalent to \$60.80 cents an hour.
 3 American Airlines Technicians Pay and Profit Sharing for 2020 was equivalent to \$56.80.
 4 Based on this information the Delta / American technicians average plus 2% is over \$59.97.
 5 United Technicians Top Scale base payrate was set at \$52.14, which was \$7.83 below the
 6 hourly average of the Delta and American Average plus 2%.
- 7 132. Based on this information, the hourly wage agreed to by the Company and Teamsters Union
 8 in November of 2020 is lower than the average of American and Delta Plus 2%. The
 9 Company is in violation of California Labor Code 223 by paying its Mechanics and Related
 10 below the designated wage scale.

11
 12 **COUNT VIII – VIOLATION OF CA LABOR CODE 222**

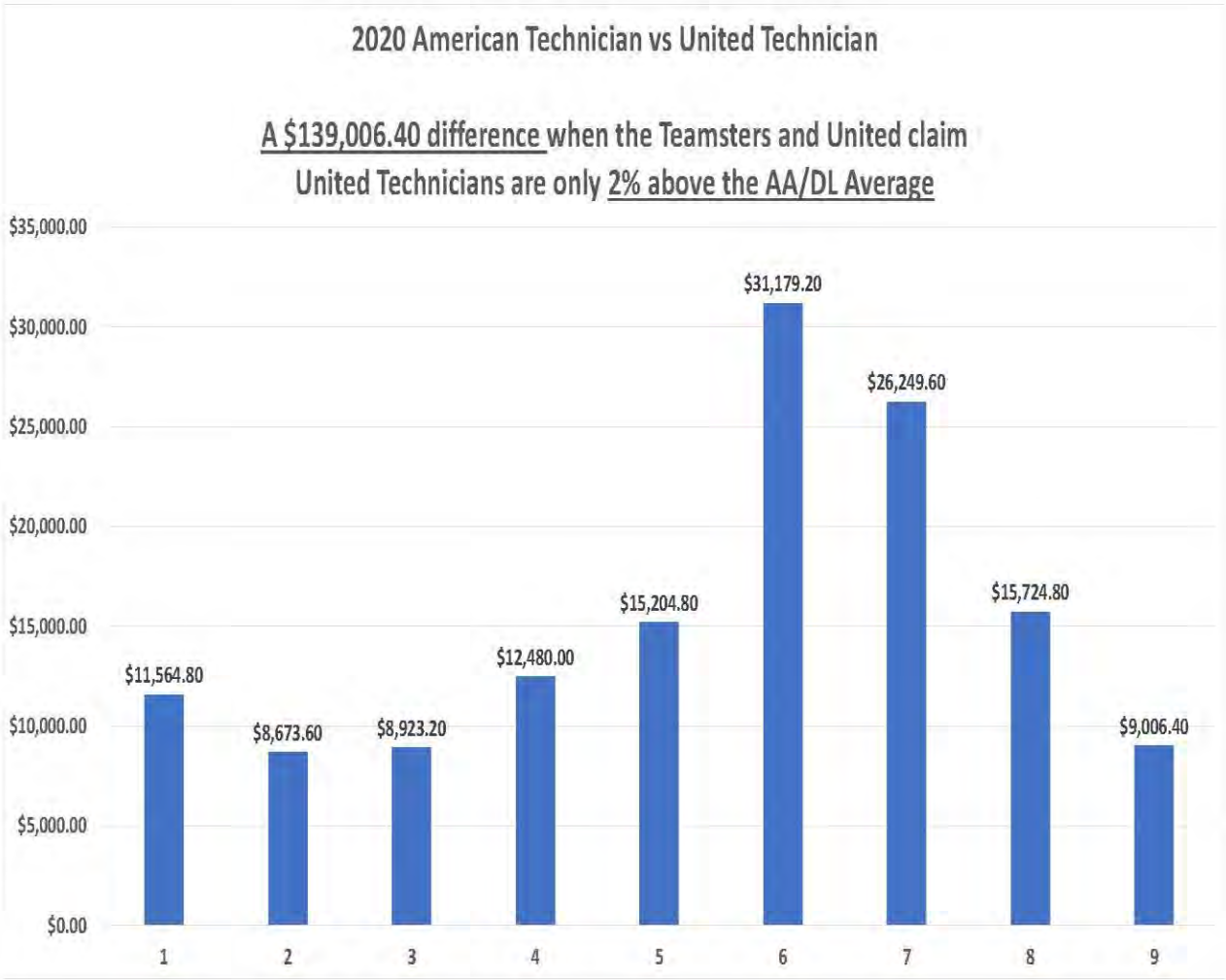
13
 14 **133. Violation of California Labor Code 222**

15 It shall be unlawful, in case of any wage agreement arrived at through collective bargaining,
 16 either willfully or unlawfully or with intent to defraud an employee, a competitor, or any
 17 other person, to withhold from said employee any part of the wage agreed upon.

- 18 134. The claimed wage calculation reset of 7% is unclear to United Technician. United
 19 Technicians have been provided little to no information from 2016 to 2018 and 2020.
 20 The Teamsters Union and the Company have continually provided less and less information
 21 to the employees to determine if their hourly wage is correct.

22
 23 135. The “publicly available information” that was kept securely on a server at the
 24 National Mediation Board (NMB) was based on false information from Teamsters Union
 25 officers. This information has now become proprietary and confidential, The Union and the
 26 Company have refused to follow the CBA and its intent and are not paying United
 27 Technicians the correct hourly rates. With these enormous disparities in pay the Teamsters
 28 union and United Airlines have claimed that the value of the new wage increase brought
 United Technicians to 2% above the AA/DL Industry average.

136. In 2020 the pay scale disparity ranged from \$4.00 an hour to \$15.00 an hour and the total earnings over the Wage Scale Progression grew from \$31,000.00 in 2016 to over \$139,000.00 in 2020. In 2021 a technician who hires on at United will make \$153,000.00 less over the first 9 years of their career.



VIII. DEMAND FOR RELIEF

137. We would like the court to decide that the Teamsters have breached their Duty of Fair Representation NLRA Section 8(b)(1)(A) Restraint and Coercion of Employees, and Section 8(b)(3) Refusal to Bargain in Good Faith, because they have denied the grievance as meritless without providing any facts or reasons for doing so. They have failed to allow me to move my grievance forward on my own which is my right under the Railway Labor Act, in Violation of the NLRA Section 8(b)(1)(A) Restraint and Coercion of Employees and Section 8(b)(3) Refusal to bargain in good faith.
138. We would like the court to determine if the Teamsters Labor Organization is in violation of the LMRDA TITLE 5 SAFEGUARDS FOR LABOR ORGANIZATIONS 29 USC Section 501 Fiduciary Responsibilities for Officers of Labor Organizations and NLRA Section 8(b)(6) which forbids a labor organization “to cause or attempt to cause an employer to pay or deliver or agree to pay or deliver any money or other thing of value, in the nature of an exaction, for services which are not performed or not to be performed”
139. We request the court to order the Teamsters and United Airlines to release all information contained in Exhibit A for the 2020 Industry Reset calculation. The Collective Bargaining Agreement including Exhibit A in LOA #29. This information belongs to the employees in the Mechanics Class and Craft at United Airlines who are the primary party to the agreement. We would like the court to find United Airlines in Violation of the NLRA Section 8(a)(5) Refusal to Bargain in good faith.
140. We request the court to order the release the 2016 and 2018 and 2020 Industry Reset Calculations that determined their hourly wage and all such calculations going forward. We request that all United Technicians and Related in the Mechanics Class and Craft to be made whole for any losses associated with improper calculations of the Industry Resets in 2020 and 2018 and 2016.

1 141. In the event the judge does not find we have met the exemption standards to the Adjustment
2 Board Jurisdiction that the judge then compels arbitration under the RLA and release to the
3 plaintiff all documents and calculations that were used to determine the 2016 Cost Model
4 Exhibit #1 and the subsequent documents and relevant information for the 2018 and 2020
5 Cost Models including negotiation notes in preparation for a timely arbitration hearing.

6
7 142. We would like the court to determine if United Airlines is in violation of the California Labor
8 Code 222 and 223 by claiming to pay the United Technicians 2% above the American and Delta
9 Average, when it is clear that United Technicians are grossly underpaid when compared to their
10 peers at both Delta and American Airlines.

11 **IX. PLAINTIFF SHOULD BE ALLOWED TO AMEND**

12 If the court grants any portion of the Defendants' motion, the plaintiff requests the right to
13 Amend this complaint.

14
15 **X. DEMAND FOR JURY TRIAL**

16 Plaintiff demands a jury trial on all issues.

17
18 Respectfully submitted:

19
20
21
22
23 James E Seitz

24
25 Pro Se Plaintiff
26
27
28



Exhibit #1 - 2016 IBT UAL Industry Reset

Technician's Industry Reset Overview

Data, Methodology and Timing



Exhibit #1 - 2016 IBT UAL Industry Reset

The Reset is Designed to Ensure that UA Technician's Contract Value Remains at least 2% Above Average of AA and DL Technicians

Contract Valuation

A Reset Model has been created to measure the sum value of 5 key contract elements in UA Technician's contract, including; Pay, Time Off, Benefits, Profit Sharing and Scope.

The total value of UA contract elements is then weighed against the average of the same elements for Technicians who work for AA and DL.

Reset Mechanism

The total value of UA Technician's contract elements must remain at least 2.0% above the average of AA/DL. If the value of UA Technician's contract it is not at least 2.0% above the average value of AA/DL, the wages of UA Technicians will be increased by an amount to increase the UA contract value to 2.0% above the average of AA/DL.

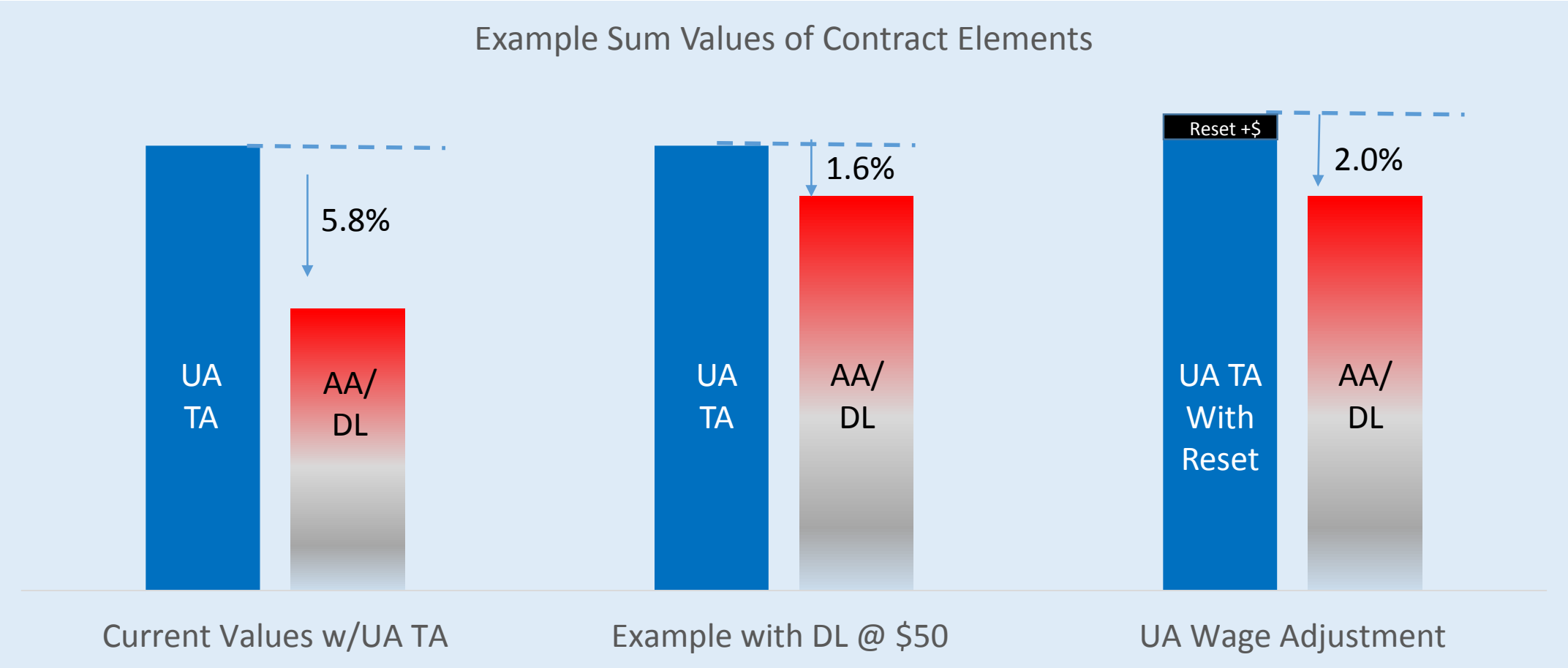
Timing

The Reset measurement which occurs every 24 months during contract, and then every 12 months after amendable date to ensure that during the bargaining period for next contract UA Technicians remains above AA/DL by at least 2%.

Exhibit #1 - 2016 IBT UAL Industry Reset

Example of Reset Model

Current Value With UA TA and Reset If DL Top of Scale @ \$50



Industry Reset Overview

Exhibit #1 - 2016 IBT UAL Industry Reset

- **Purpose:** The industry reset is designed as a mechanism to ensure that the sum value of United Technician's primary contract elements remain at least 2% above the average of the same contract elements for Technicians of American and Delta.
- **Timing:** Reset analysis will occur every 24 months after date of ratification over the course of contract, and every 12 months after the amendable date.
- **Mechanism:** A reset model has been created to measure and compare the value of a selected set of primary contractual elements covering pay, benefits, work rules and retirement contribution level for Technician's at United to that of the average of Technicians at American and Delta. The model's structure will not change, only the periodic updates of data elements being analyzed will change.
- **Application:** If the results of the reset model indicate that the sum value of the United's Technician's contractual elements do not exceed the average value at American and Delta by 2%, the United Technician's wages will be adjusted upwards by an amount needed to adjust United Technician's contract value to 2% above the average of DL and AA Technician's contract.
- **One-Way Valve:** The reset can only be used to improve wages for United Technicians and will not be used to reduce United Technicians wages under any circumstances.

Exhibit #1 - 2016 IBT UAL Industry Reset

Individual Contractual Elements Analyzed in Reset Model

Exhibit #1 - 2016 IBT UAL Industry Reset

Contract Elements Included in the Reset Analysis

1) Pay

- Technicians All-in Wages (Basic pay, A&P License Premium, Line and Longevity)
- VEBA

2) Time Off

- Annual Vacation, Sick and Holiday Hours

3) Benefits

- Medical Cost Share
- Retirement Contribution

4) Profit Sharing

- Profit sharing % to annual UA pre-tax profits

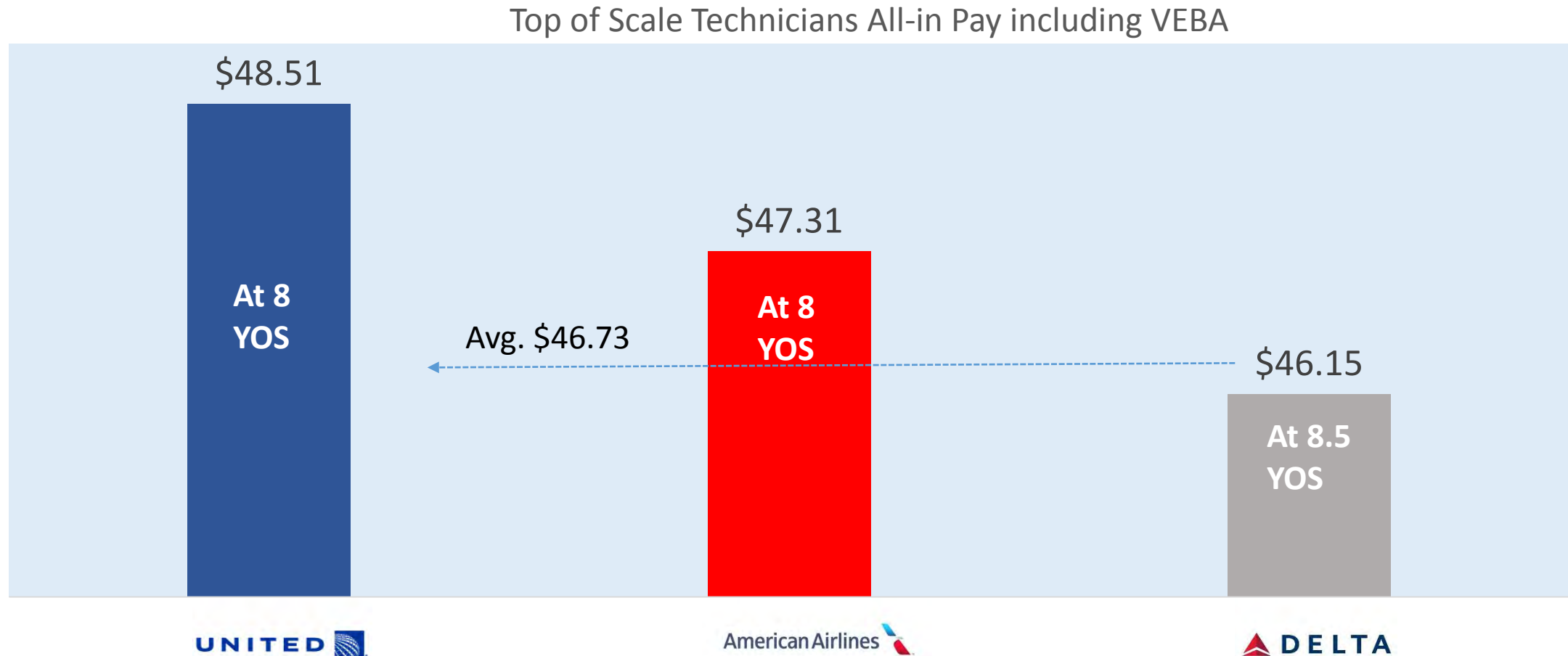
5) Scope

- Based on ratio of Technicians heads per mainline aircraft

Note: Model analyzes Pay and Time Off element values at 10, 20 and 30 years of service, weighted 20%, 40%, 20% respectively for headcount. Gaps in all elements besides pay converted to dollars per hour based on UA All-in rate for computability in comparisons.

Exhibit #1 - 2016 IBT UAL Industry Reset

Technician's Top of Scale All-In Pay Rates



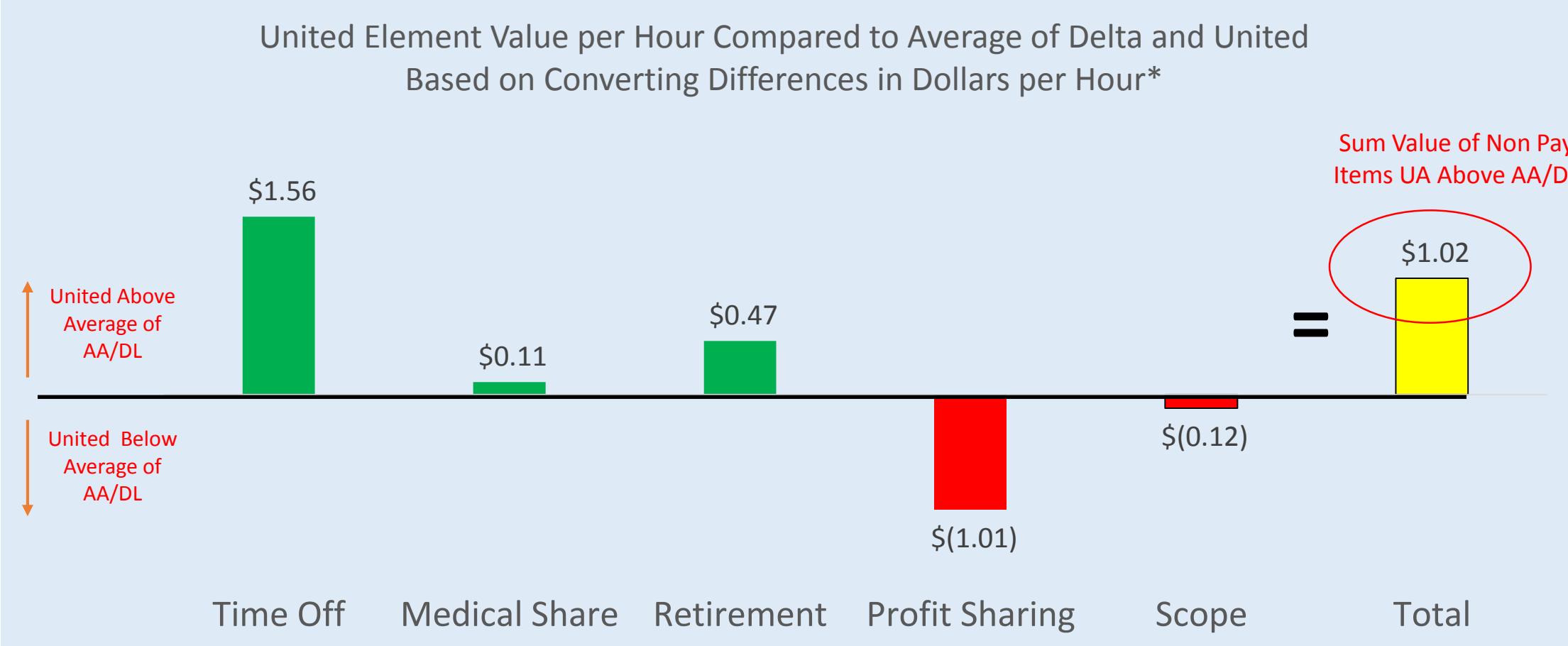
Source: Contracts and Delta Employee Policy Manual

Note: Initial TA top of scale pay rates at UA and AA interim pay rates for 2016

All-in Pay rates include basic pay rate, plus A&P license premium, line and longevity pay, plus VEBA

Exhibit #1 - 2016 IBT UAL Industry, Reset




Current Value of United TA vs. AA and DL Technician's Contract Element Average Costs Excluding Pay



Note: Model analyzes Time Off (Vacation, Sick and Holiday) values at 10, 20 and 30 years of service, weighted 20%, 40%, 20% respectively for headcount. Gaps in all elements besides pay converted to dollars per hour based on UA All-in rate in comparisons.

Current Reset Value: UA Tentative Agreement is 5.8% ABOVE Industry Average

Exhibit #1 - 2016 IBT UAL Industry Reset

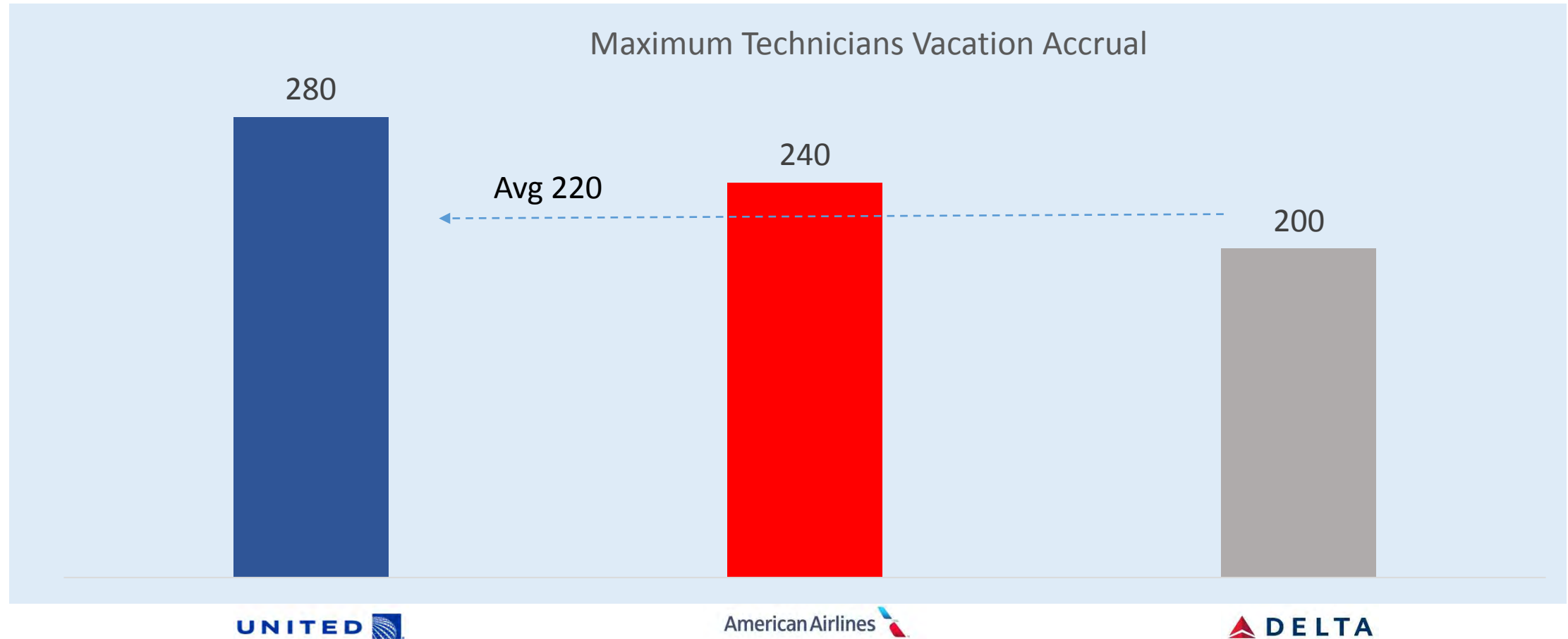
	Average of	
		 
Pay*	\$48.43	\$46.73
Difference in Value of All Non Pay Items*	\$1.02	
Total Value of Pay and Non Pay Items	\$49.45	\$46.73
UA Value vs. Average of AA/DL **	5.8% greater than Avg. AA/DL	

*Note: Model analyzes Pay and Time Off element values at 10, 20 and 30 years of service, weighted 20%, 40%, 20% respectively for headcount.

** If UA contract value is not at least 2% above the average contract value of AA/DL an increase in UA wages will occur to establish UA value at 2% above average of UA/DL. Contract value.

Exhibit #1 - 2016 IBT UAL Industry Reset

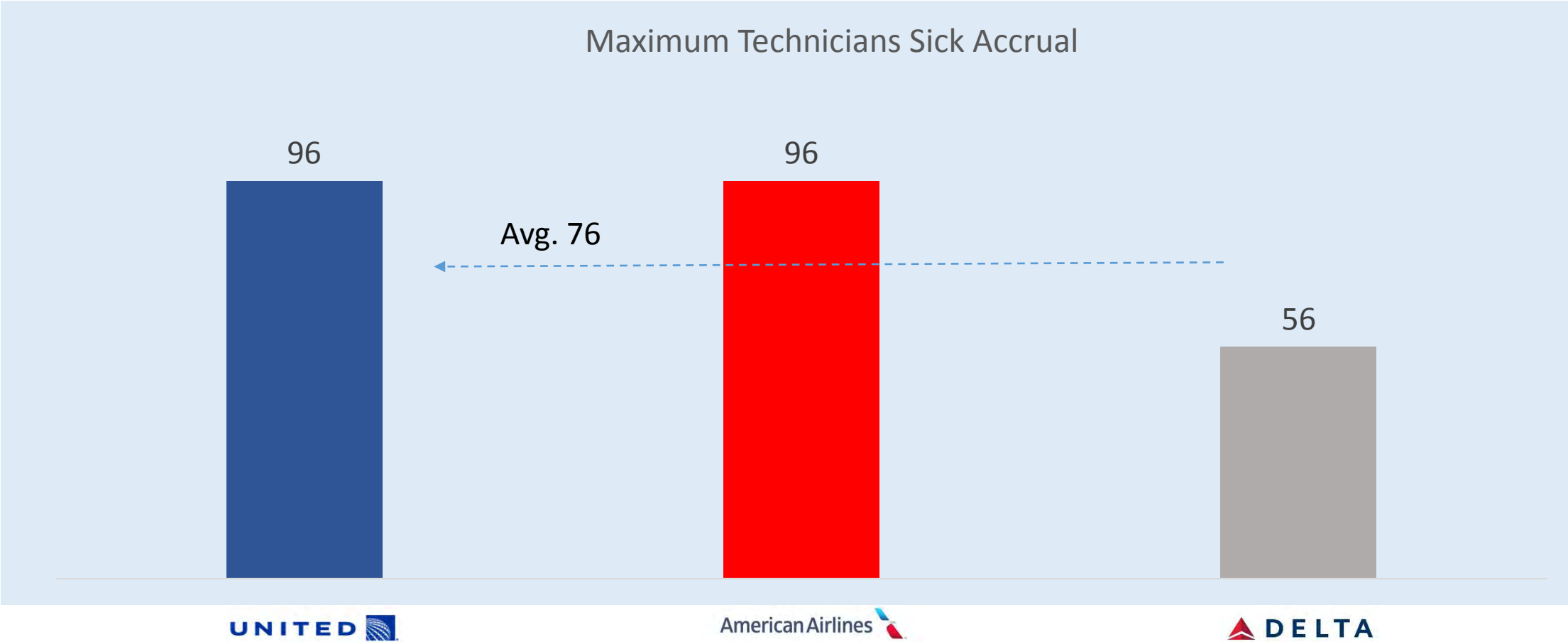
Technician's Annual Vacation Accrual Hours



Note: AA examples used in reset for Vacation, Sick and Holiday hours are at higher of current AA or US until a new JCBA is ratified.

Exhibit #1 - 2016 IBT UAL Industry Reset

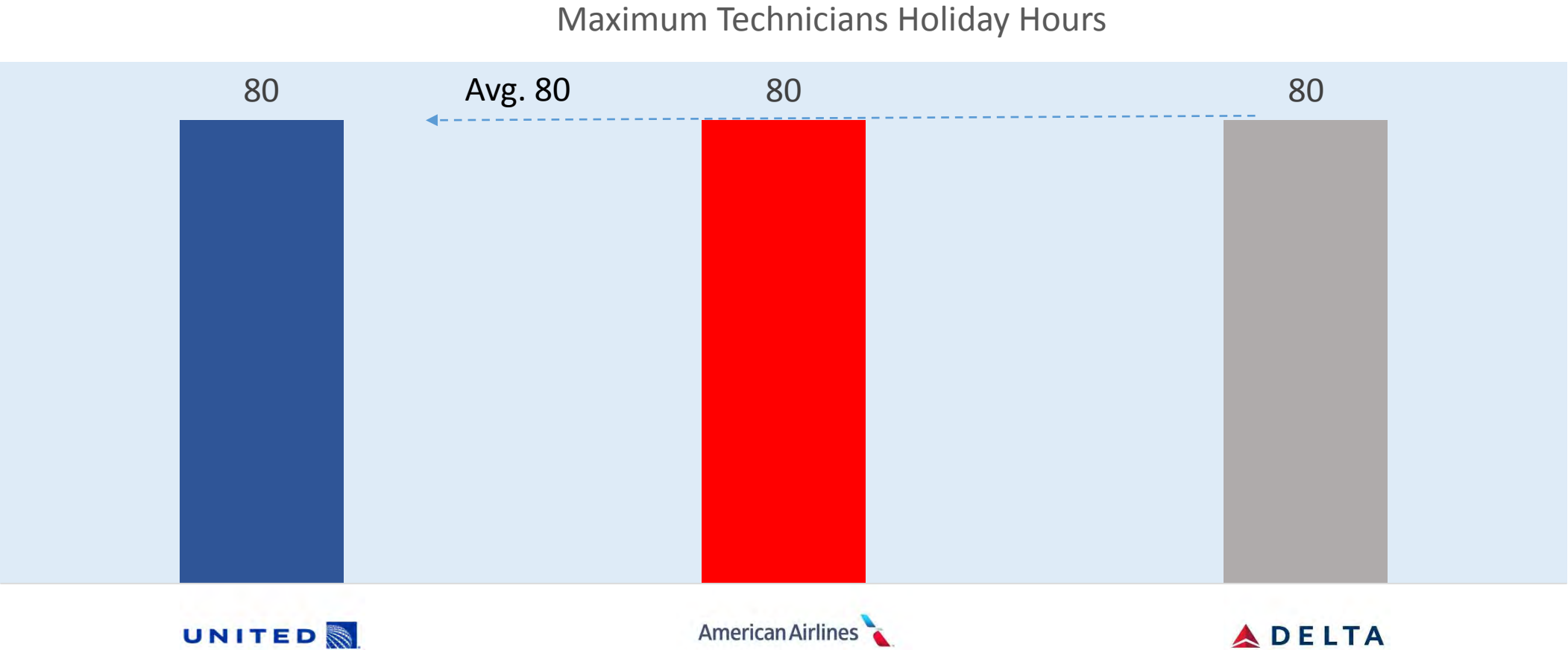
Technician’s Annual Sick Accrual Hours



Note: AA examples used in reset for Vacation, Sick and Holiday hours are at higher of current AA or US until a new JCBA is ratified.

Exhibit #1 - 2016 IBT UAL Industry Reset

Technician’s Annual Holiday Hours



Note: AA examples used in reset for Vacation, Sick and Holiday hours are at higher of current AA or US until a new JCBA is ratified.

Exhibit #1 - 2016 IBT UAL Industry Reset

Technician's Health Care Plan Cost Share

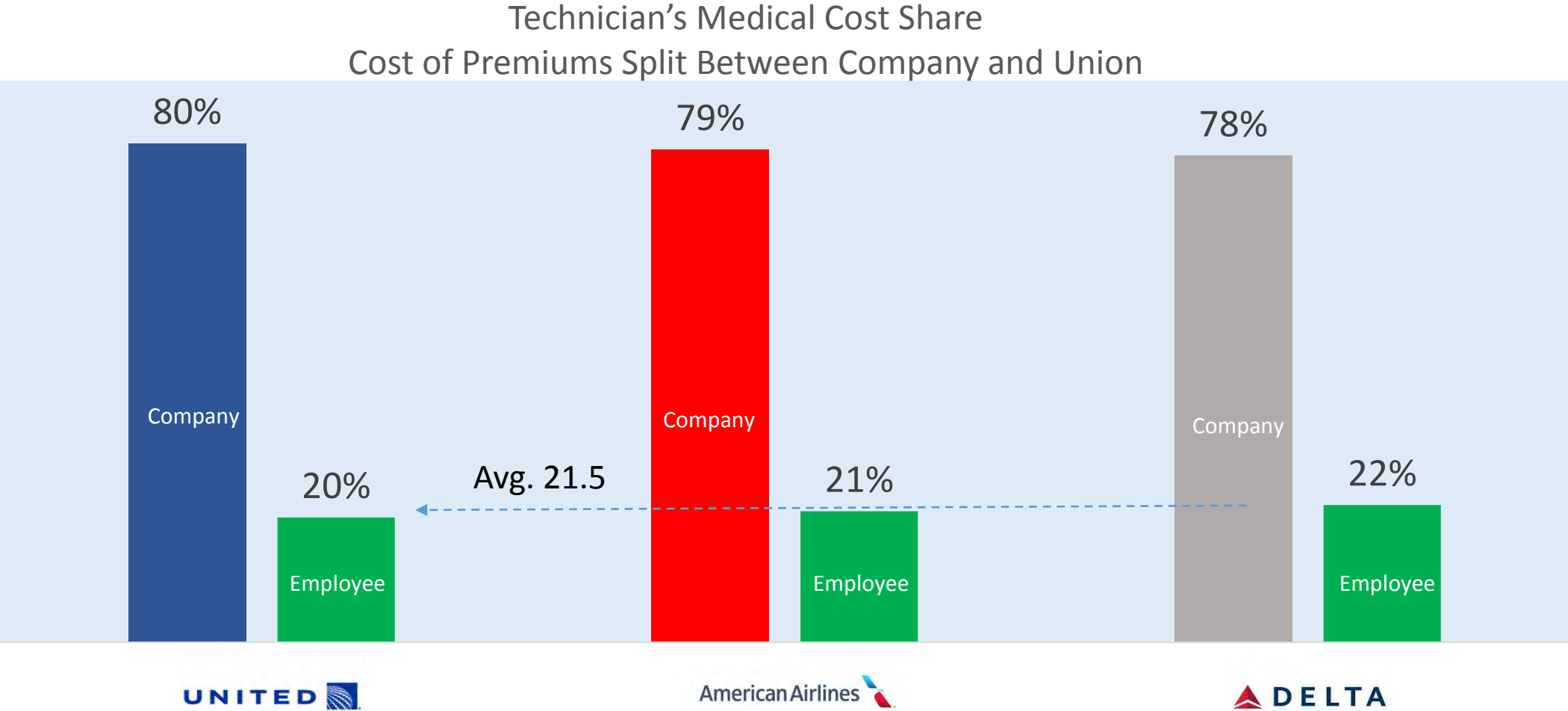


Exhibit #1 - 2016 IBT UAL Industry Reset

Technician’s Retirement Contribution by Company

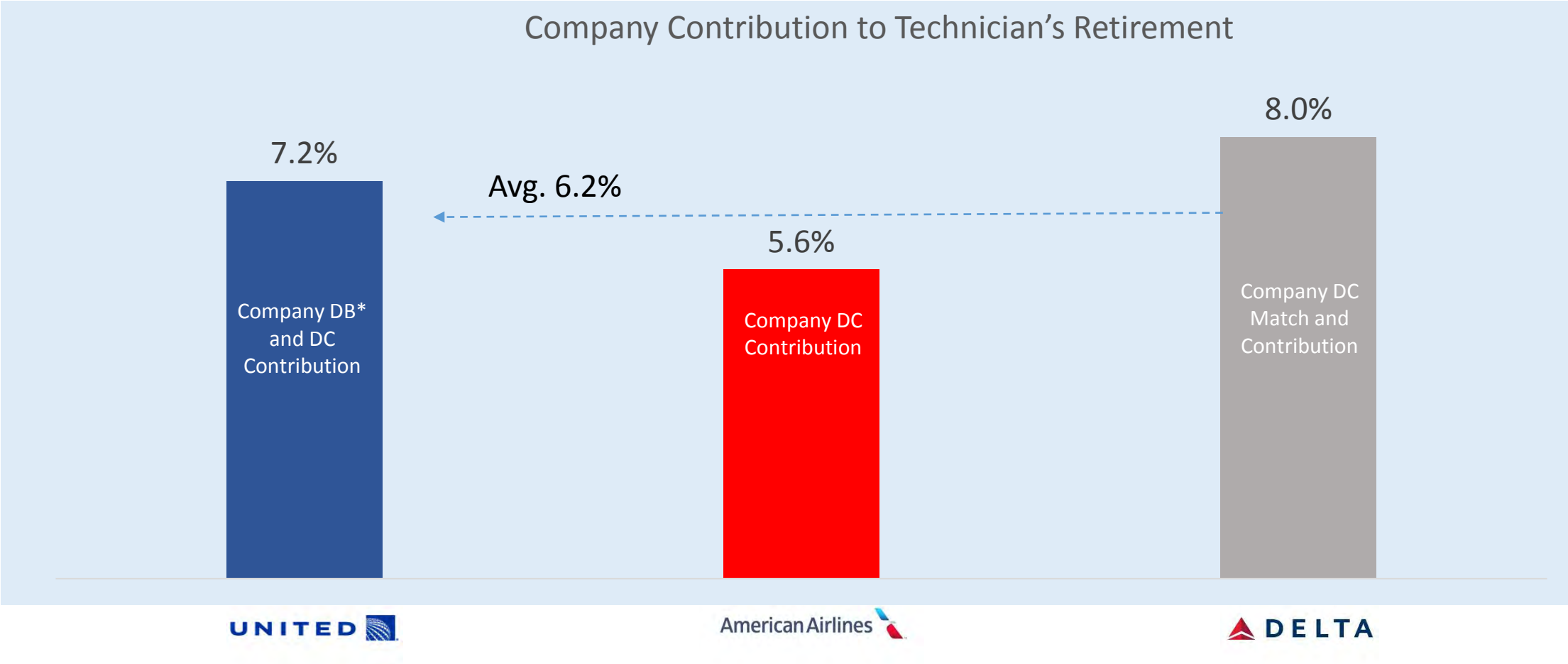
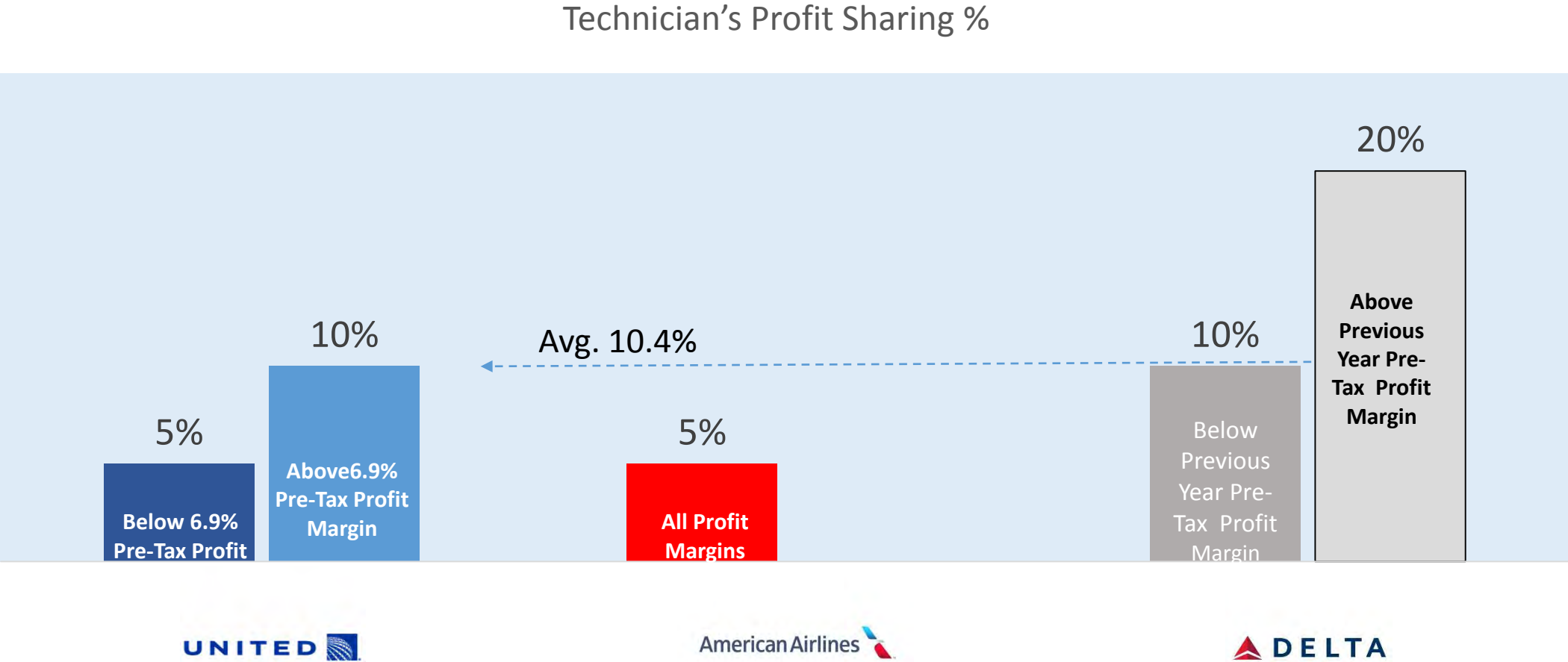


Exhibit #1 - 2016 IBT UAL Industry Reset

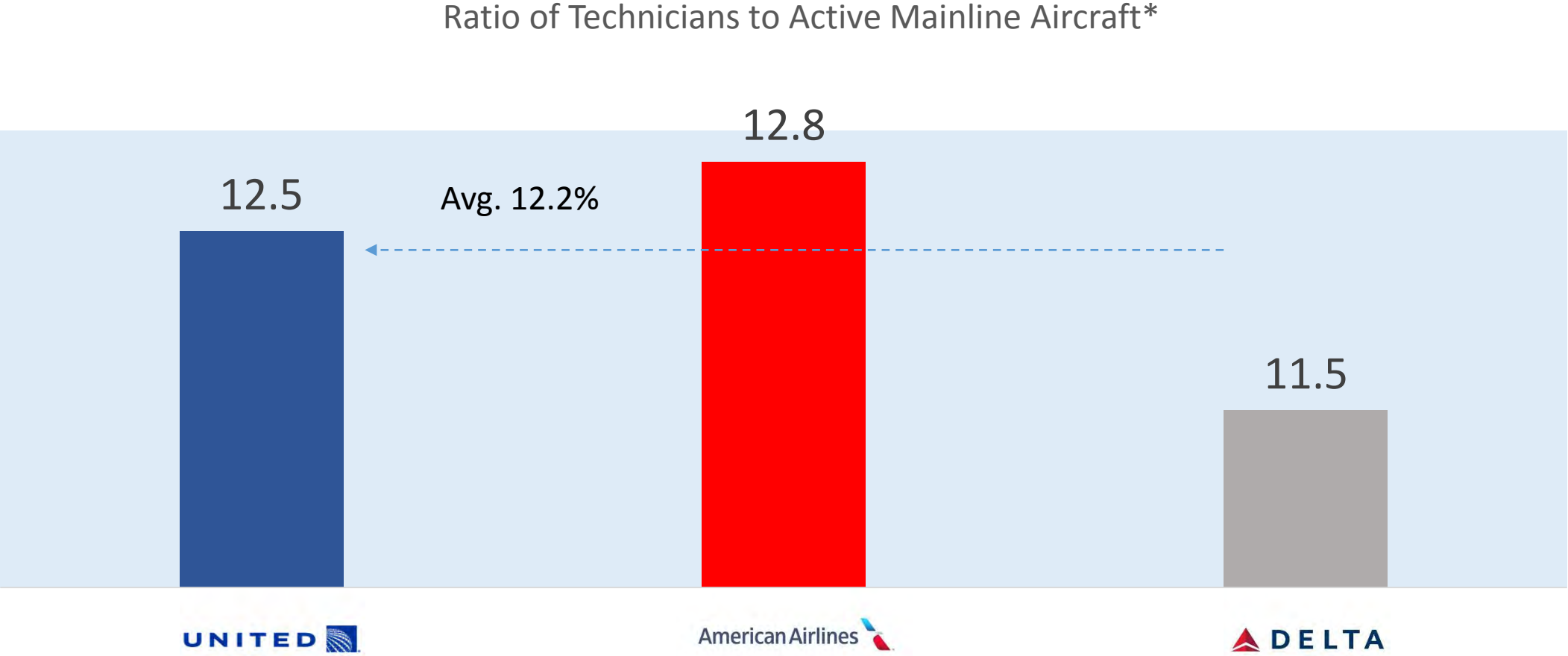
Technician's Profit Sharing Percentage



Source: Contracts and Policy Manuals
Note: Example using 2015 UA pre tax profits UA would have paid out 7.5% with under TA's new profit sharing formula, AA would be 5% and DL 15.7% (Avg. AA/DL 10.4%)

Exhibit #1 - 2016 IBT UAL Industry Reset

Technician’s Scope - Staffing Ratio per Aircraft



Source: US DOT Form 41 Data and SEC filings example from 2015 from employees in equivalent class and craft as UA
Note: Source data for each carrier must be source verified . Maximum adjustment is .5% with both AA and DL carrier data verified and .25% with only one AA or DL data verified

Exhibit #2 NMB Letter for FOIA F-1784

April 29, 2021

[REDACTED]

Re: Freedom of Information Act Request
FOIA File No. F-1784

Dear [REDACTED]

This is in response to your correspondence dated April 19, 2021, filed pursuant to the Freedom of Information Act (FOIA), in which you request the following document:

“[A] copy of the economic Industry Reset Model contained in Letter of Agreement #29, which is part of the 2016-2022 collective bargaining agreement entered into between United Airlines, Inc. and the Technicians and other related employees, ratified on or about December 5, 2016, also known as the Joint Collective Bargaining Agreement Between United Airlines, Inc. and the Airline Technicians and Related Employees and Flight Simulator Technicians and Related Employees in the Service of United Airlines as Represented by the International Brotherhood of Teamsters, be provided.”

Your request was received on April 19, 2021, and assigned as NMB FOIA File Number F-1784.

There agency is not in possession of the document you are seeking.

You may contact our FOIA Public Liaison, John S.F. Gross at 202-692-5067 for any further assistance and to discuss any aspect of your request. Additionally, you may contact the Office of Government Information Services (OGIS) at the NARA to inquire about the FOIA mediation services they offer. The contact information for OGIS is as follows: Office of Government Information Services, National Archives and Records Administration, 8601 Adelphi Road-OGIS, College Park, Maryland 20740-6001, e-mail at ogis@nara.gov; telephone at 202-741- 5770; toll free at 1-877-684-6448; or facsimile at 202-741-5769.

Exhibit #2 NMB Letter for FOIA F-1784

If you are not satisfied with the response to this request, you may administratively appeal this decision by writing to Kyle Fortson, Chairman, National Mediation Board, 1301 K Street, NW, Suite 250 E, Washington, DC 20005 or legal@nmb.gov. Your appeal must be postmarked or electronically transmitted within 90 days of the date of the response to your request.

Sincerely,

A handwritten signature in black ink, appearing to read "Maria-Kate Dowling". The signature is fluid and cursive, with the first name "Maria" and last name "Dowling" clearly distinguishable.

Maria-Kate Dowling
Acting General Counsel

Exhibit #3 Feb 2018 IBT UAL Mechanics Dispatch

February 5, 2018

[Mechanics' Dispatch](#)

2017 PROFIT SHARING UPDATE

Brothers and Sisters,

There has been some frustration over the shrinking amount of profit sharing for this year, especially in light of the profit sharing announcement at Delta.

The reason the committee took this approach was simple. Based upon our goal of protecting your short and long range goals; we determined, based on the economic forecasts of consultant Dan Akins, that profits would drop leading to a substantial loss in your Profit Sharing. This has been borne out as we see that the pilots have taken a stunning 60% reduction in their Profit Sharing.

While the underlying premise of Profit Sharing is good; the sad reality is that it is tied to the company's profits and is never a guarantee. Our goal was and will always be to ensure that you are recognized for your efforts.

Based upon these concerns, the committee determined that it would be far better to capture the highest hourly rate possible, rather than have annual earnings flex with the ability of the company to make a profit, especially during any future recession. We also recognized that other airlines might increase their respective profit sharing formulae or amounts. In order to capture any possible upward change, the committee included profit sharing at other carriers in the industry reset language in LOA #29.

With our concern that of protecting your finances; and our concerns that the profits would decline, having a negative impact on you, the negotiating committee agreed to the new formula that was based on protecting your hard earned money even in any decline. **The reset will occur this December and will take into account the recent increase at Delta Airlines whose profit was much higher than United's. That increase will be applied towards your future raises, and will remain, regardless of the company's profits, for the duration of the agreement and beyond.**

Our goal was then and will always remain; protecting the paychecks and financial futures of you and your family. By moving Profit Sharing percentages to hard dollars in your paycheck, we have insured that regardless of United's profits or industry economic downturns that will come, your hard work will always be recognized and protected.

Faternally,

Vincent Graziano

National Coordinator, Technician and Related International Brotherhood of Teamsters Airline Division

Tagged: [Mechanics' Dispatch](#)

Newer Post [February 2018 Business Agents' Report](#)

Exhibit #4 SFO/LAX May 2018 BA Report on Industry Reset

May 15, 2018

Business Agent's Report

LOA #29 Industry Reset – An Explanation

As we are now in the second year of the Collective Bargaining Agreement, we've been receiving some questions about LOA #29, so we decided to put together a basic explanation for folks.

As many of you know, our members had to endure many years of total compensation that did not reflect the quality of work that was being performed on a daily basis or the status that should be associated with working for one of the largest carriers in the country. The combination of Industry and Company misfortunes conspired to make the term 'Industry Leading Compensation' a distant and positively unattainable objective. Fortunately, things are different now and our CBA, and LOA #29 in particular, assures that our members will remain at the top of the industry in total compensation for years to come and deservedly so.

The basic premise of LOA #29 is very simple: At two years, four years and six years after Date of Ratification (December 5th, 2016), and every year beyond the amendable date thereafter, a measurement of 'Annual Wages and Benefits' will be taken of the top three industry carriers (United Airlines, American Airlines, and Delta Airlines). Those measurements will result in a total rate calculation for each carrier. The total rates for American and Delta will then be averaged. If the total rate for United is not at least 2% above that industry average, then wages at United will be increased so that the United total rate is equal to 2% above the industry average.

The Annual Wages and Benefits is the sum of Annual Employee Wages, Annual Employee Benefits, and Time-Off Adjustments. It is calculated for 10, 20, and 30 Years of Service weighted 20%, 60%, and 20%, respectively.

The Annual Employee Wages is the sum of basic wages, license premiums, line premium, longevity premiums, and HSA/HRA contributions at the measurement date. A profit sharing comparison is made based on a percentage of total wages, and the result is converted to a dollar amount which is added to the other factors to get the total Annual Employee Wages.

Annual Employee Benefits consist of retirement benefits and active medical plan cost share. Retirement benefits are calculated as a percentage of total wages and include Defined Contributions (401K Company contributions) and Defined Benefit (CARP). Active medical plan cost share is also calculated as a percentage of total wages. After the percentages are calculated, they are also converted to a dollar amount using total wages.

The Time-Off Adjustment is made using three factors: sick pay accrual, vacation accrual, and holidays (both fixed and floating). As with previous factors, the percentage is converted to a dollar amount for use in the comparison to the industry average consisting of American and Delta.

Exhibit #4 SFO/LAX May 2018 BA Report on Industry Reset

As mentioned previously, the 'Annual Wages and Benefits' is the sum of the 'Annual Employee Wages, Annual Employee Benefits and Time-Off Adjustment calculated for 10, 20 and 30 Years of Service weighted 20% (10 YOS), 60% (20 YOS) and 20% (30 YOS).

The total rate used for comparison against the industry average is the Annual Wages and Benefits plus or minus the Scope Adjustment. The Scope Adjustment is simply the ratio of technicians per aircraft.

It should be noted here that all the factors used for the calculations are readily available through SEC filings and other public sources. When this language was being negotiated, the Company set out a huge list of factors that they wanted considered in this calculation, some of them very abstract. It was no small feat to get the factor list down to what we have now. And, although we will obviously use our actuaries when we are determining retirement related costs, the calculations will definitely be simpler as a result of those efforts.

Again, after all calculations are complete, the total rates for American and Delta will be averaged. If the total rate for United is not at least 2% above that industry average, then wages at United will be increased so that the United total rate is equal to 2% above the industry average. If there is to be a wage increase, it is contractually mandated to take effect the first pay period after each measurement date.

All eyes are on the industry right now. The probability of wage movement through the use of the industry reset at the two-year measurement will obviously increase based on short-term movement by American and Delta. But that is by no means guaranteed. We will continue to keep our eyes on the industry to see how things shake out. And, of course, we will strive to make sure you are informed throughout.

Labor History for the Month of April

April 29th, 1899 - Angry over low wages, the firing of any miner who held a union card, and the planting of company spies, miners seize a train, load it with 3,000 pounds of dynamite, and blow up a mill at the Bunker Hill mine in Wardner, Idaho. On May 3, the Governor declared martial law and 700 miners were arrested, hundreds kept imprisoned in a hastily constructed military prison for over a year.

April 29th, 1943 - The special representative to the National War Labor Board issues a report, "Retroactive Date for Women's Pay Adjustments," setting forth provisions respecting wage rates for women working in war industries who were asking for equal pay. A directive issued by the board in September 1942 stated that "rates for women shall be set in accordance with the principle of equal pay for comparable quantity and quality of work on comparable operations."

April 28th, 1971 - The Occupational Safety and Health Administration — the main federal agency charged with the enforcement of workplace safety and health legislation

Exhibit #4 SFO/LAX May 2018 BA Report on Industry Reset

— is formed. April 28 is designated as Workers' Memorial Day, an international day of remembrance for those workers killed, injured, or made sick on the job.

We must never forget!

Workers Memorial Day Note from Safety Committee Chairman Ralph Ortiz

On April 28th each year, Labor observes Workers Memorial Day to remember those who have suffered and died on the job. Every worker death is a tragedy. Each brother or sister killed or injured on the job impacts their family in unimaginable ways. Unions and their members honor those brothers and sisters. Let this year be the year that all brothers and sisters return home safely each and every day to their families.

A special thanks to Brother Ralph for these thoughtful words.

Labor Quotes

Today in America, unions have a secure place in our industrial life. Only a handful of reactionaries harbor the ugly thought of breaking unions and depriving working men and women of the right to join the union of their choice. I have no use for those -- regardless of their political party -- who hold some vain and foolish dream of spinning the clock back to days when organized labor was huddled, almost as a hapless mass. Only a fool would try to deprive working men and women of the right to join the union of their choice. —Dwight D. Eisenhower

Our labor unions are not narrow, self-seeking groups. They have raised wages, shortened hours, and provided supplemental benefits. Through collective bargaining and grievance procedures, they have brought justice and democracy to the shop floor. —John F. Kennedy

No business which depends for existence on paying less than living wages to its workers has any right to continue in this country. By living wages I mean more than a bare subsistence level --I mean the wages of decent living.—Franklin D. Roosevelt

Great quotes from great men. We see all around us the repercussions of the demise in Unionism in this country, but nothing illustrates that more than the disparity in wealth between the one percenters and everyone else in this country and the resulting contraction of the middle class.

Stay Informed

The communication process is an extremely important part of what we do to represent our folks here at SFO and, as we have been outlining for quite some time, we have been blasting out the BA Report along with any other communication we get from the Airline Division or the International to anyone who registers at the TeamstersSFO website. We feel that it is essential for all of our members to be engaged and informed at all times. Therefore, we encourage all of you to spread the word to your fellow technicians to go to the TeamstersSFO website and click on the 'email signup' tab to get on the list.

Exhibit #4 SFO/LAX May 2018 BA Report on Industry Reset

Additionally, the Chief Stewards hold weekly meetings with the Shop Stewards to pass on any important informational items that may come up during the month. It is crucial to our process that every work area on every shift have Shop Steward representation and that the Shop Steward give, at a minimum, weekly briefings to his/her crew so that all the information gets to our members and members have the opportunity to ask questions.

Most importantly, we urge you to also consider getting more involved. Every month, on the last Thursday, we hold Craft Meetings at Local 856. At these meetings, the membership hears reports from the Business Agents and other members of the SFO Committee on Grievances, Safety, Member Assistance, and the TSAP program. Additionally, all members have an opportunity to ask questions and to bring up topics for discussion. Check your IBT Bulletin Board for dates and times and make it a point to stop by whenever you can.

As always, stay informed!

In Solidarity

Mark DesAngles Business Agent
Local 986

Javier Lectora Business Agent
Local 856

Exhibit #5 June 2018 IBT UAL Mechanics Dispatch

Mechanics Update

Dear Brothers and Sisters,

Many of you have inquired about some of our Letters of Agreements and where we currently stand regarding them; in particular Industry Reset (LOA #29), Offered Positions (LOA #21) and the Labor Management Cooperation (LOA #31).

The reset agreement assures that a measurement of annual wages and benefits of United must remain at least two 2% higher than the average of American and Delta Airlines. The economic model was completed and agreed upon shortly after the ratification of the Agreement. The model is kept on a server at the NMB for security. In addition, the Industry Reset Letter of Agreement states that the parties shall meet to commence the process six months in advance of the "Measurement Date". This meeting has taken place in accordance with the Letter of Agreement, and our economist has been watching the industry since date of ratification in anticipation of the upcoming reset.

The one unresolved agreement is the Joint Collective Bargaining Agreement (JCBA) for American and USAirways. At this point, it appears unlikely that there will be a ratified agreement prior to the "Measurement Date." Scope; which is a vital part of any agreement, along with pension, remain on the table and are vital for concluding that JCBA.

However; the other measured airline (Delta) has had improvements in their compensation package, which will most likely trigger the reset by the measurement date, as outlined in the agreement. As we get nearer to the measurement date and we are able to solidify information based on all the metrics outlined in the agreement a dispatch will be distributed explaining how the rest calculation will take place.

As a result of the amalgamated agreement "Offered Positions;" letters to those on furlough will be going out shortly in accordance with LOA #21. After these letters are sent, furloughed members will have six months to bid on the positions as described in the letter. Those members will retain their rights until they have been either offered and accepted, or declined, a position at their bid city(ies). Positions that are available will be offered to those in furlough status at hub locations of SFO, LAX, ORD, EWR and IAD.

Work continues on the Bylaws for the Labor Management Cooperation Committee and how best to effectively use this cooperation committee as we move forward. There is no timeline currently for completion of this LOA and as more information becomes available it will be reported in future dispatches.

In Solidarity,

Vinny Graziano

Exhibit #6 November 2018 Mechanics Dispatch

Update Regarding Industry Reset

Dear Brothers and Sisters,

Business agents from all across the United Airlines System and Airline Division Representatives met at IBT headquarters in Washington D.C. today, where they listened to a presentation from Economist Dan Akins that addressed the Industry Reset (LOA 29). The purpose of this meeting was to determine the state of the industry regarding pay and the possibilities of pursuing a pay adjustment for United workers represented by the IBT.

Although there is slight disagreement on the exact values calculated to create the percentage average described in LOA 29, even with the most aggressive numbers the United Collective Bargaining Agreement (CBA) still puts us outside the two percent threshold that requires an adjustment when compared to the average for Delta Air Lines and American Airlines. A large reason for this is the failure to finalize an agreement at American Airlines, as well as a United CBA that remains superior to both companies. Although Delta Air Lines shows a slight wage increase over United mechanics, the LOA states that the two carriers will create an average value that must be at least 2 percent over United. With American Airlines making slightly less, the average puts Delta and American Airlines slightly below United (please note that the calculations used were prior to the upcoming United pay increase scheduled in December of this year).

To ensure that the numbers the company provided are correct, we have asked Mr. Akins and an outside actuary, Peter Hardcastle, to continue the review that had already begun under the LOA. These numbers need to be verifiable to both parties for the next measurement period with the hope being that American Airlines will reach a deal by that time. After this review is complete, a report will be shared with the membership in the same fashion as the 2016 dispatch that laid out the industry average.

In Solidarity,

Vinny Graziano

Tagged: [Mechanics' Dispatch](#)

Exhibit #7 2018 Dec IBT Dispatch No Reset

December 13, 2018
Mechanics' Dispatch

Dear Members,

LOA #29 – Industry Reset, the first update of the Reset Cost Model has just been performed, comparing updated pay and other economic items for technicians at United Airlines, Delta Airlines and American Airlines. Financial and actuarial analysts from both the IBT and United Airlines recently met to review data, update the cost model and to calculate a new relative value. The updated output from the cost model indicates that the overall value of United Airlines technician's contract items remains well above the two percent minimum advantage over Delta and American, as required in LOA #29.

As shown below, the cost model analysis indicates that the overall value of United Technician's selected contract items is 7.7 Percent above the average value of those items at Delta and American.

	United Airlines	Average of Delta and American
Technician Weighted Average Hourly Pay	\$49.45	\$49.31
Additional Value of All Non-Pay Items above AA & DL	+\$3.67	
Total Value of Pay and Non-Pay Items	\$53.12	\$49.31
United Overall Value vs Average AA/DL	107.7%	

This result is not surprising considering two main factors affecting the updated valuation:

- No significant change for American Airlines' technicians since 2016, and
- A material increase in United technicians' retirement benefit costs.

While there have been some significant improvements in Delta technicians' pay and profit-sharing since 2016, the value of these improvements was undermined by the stagnant value of the technicians contract at American Airlines, where they have not yet reached a new Joint Collective Bargaining Agreement (JCBA). In addition, the relative value of the United technicians' contract has increased due to a large increase in the valuation of the defined benefit plan, CARP, which now includes UA technicians. The improvements in United technicians' retirement plan and pay rates combined with the lack of progress at American have resulted in the value of United technicians' contract items to remain well above the minimum two percent threshold compared to Delta and American (as required in LOA #29). Therefore, no pay increase is due from the first round of the reset analysis that was performed in December of 2018.

However, the Reset Cost Model would have determined that a 1.4 percent pay increase was due to United technicians if technicians at American Airlines (and former US Airways) were able to reach a JCBA in the past two years that contained improvements equivalent to those in the United JCBA. These would include a base pay increase, A&P license pay, line pay, VEBA, vacation hours, medical cost sharing, retirement pay and profit sharing.

Exhibit #7 2018 Dec IBT Dispatch No Reset

If American technicians agree to a JCBA over the next two years, in addition to reaching wages and other improvements that are equivalent to or better than those contained in the current UA JCBA, the reset evaluation in 2020 will most likely provide an improvement to United technician pay rates.

The data, methodology and results of the 2018 reset evaluation were calculated, evaluated and assessed by IBT's external financial analyst Dan Akins and by IBT's external actuary, Peter Hardcastle. The data, methodology and results of the 2018 reset evaluation have been deemed to be reasonable and accurate. The large increase in the cost of United's retirement plan was reviewed by Mr. Hardcastle, who states the following:

"I met with United's external actuary to discuss the methodology and assumptions behind the calculation of the cost of CARP. The methodology used by United's actuary considers the market value of the accruals and is consistent with U.S. accounting standards. The cost is based solely on the population of United mechanics and only relates to the cost of benefit accruals for the year. I am in agreement with the methodology used, and I know from experience that the results lie within the range of my expectations.

The increase in United's service cost for CARP since 2016, as applied in the cost model, is consistent with my expectation given the increase in benefit population due to the inclusion of the larger and more senior UA Mechanics group, as well as a further drop in the discount rate since 2016."

Both Mr. Akins and Mr. Hardcastle agree that the relative value of the items as calculated by the cost model indicate a 7.7 percent relative advantage of the United technicians' contract items compared to the average value of those same items at Delta and American. The next update of the cost model will be undertaken in early December of 2020, when the then current values of the five contract items will be recalculated and assessed.

In Solidarity,

Vinny Graziano

Tagged: [Mechanics' Dispatch](#)

Exhibit #8 Denial from UAL on Reset Calculation

Begin forwarded message:

From: "Reardon, Thomas - LR" [REDACTED]

Date: December 15, 2020 at 13:28:45 EST

To: "redacted UAL Mechanic,

Subject: RE: Reset LOA 29

Dear redacted UAL Mechanic

Thanks for your inquiry. LOA 29 provides, among other things, that economic experts from the Company and the Union must agree on a costing model to calculate the industry reset. The parties agreed on the model within the parameters set out in the LOA and utilized the model for the 2018 and the 2020 industry reset calculations. Much of the data that the model utilizes, like the AA CBA, is publicly available. Some of the information is Company confidential and proprietary and can't be shared publicly. Additionally, the model itself and its operation is kept secure because its disclosure could put UA at a competitive disadvantage if our competitors were to have access to it. For these reasons, the parties have agreed to maintain the confidentiality of the model. As a result, unfortunately, I'm afraid we can't fulfill your request.

Thanks,

Tom

Thomas Reardon
Managing Director, Labor Relations - Ground

United | Corporate Support Center | 233 S. Wacker Drive WHQLR 25th Floor | Chicago, IL 60606 Tel [REDACTED]
[REDACTED]

[REDACTED] Original Message-----

From: Redacted UAL Mechanic

Sent: Monday, December 7, 2020 9:07 AM

To: Ross, Linda [REDACTED] Reardon, Thomas - LR [REDACTED]

Subject: Reset LOA 29

Ms.Ross & Mr.Reardon,

I would like to request a copy of the actual cost model,numbers,facts,data, etc... used in calculating our final result of our Industry Reset per LOA 29. I believe we have a right to have the facts and figures for the reset.

Redacted UAL Mechanic

Exhibit #9 Denial from IBT on Industry Reset

Begin forwarded message:

From: Vinny Graziano [REDACTED]
Date: December 16, 2020 at 07:56:45 EST
To: redacted UAL Mechanic
Subject: Re: LOS 29 Reset

Dear Redacted

I forwarded your request for the “actual data used in calculating our final result of our Industry Reset per LOA 29” to the economist who worked on calculating the reset to learn what data we could share. He informed me that he is not in possession of the data you have requested. Although some of the data supporting the reset is publicly available, like the American Airlines Mechanics’ collective bargaining agreement, other components of the data are proprietary or confidential information that would give a competitive advantage to United Airlines’ competitors if they were to have access to it. As such, the IBT’s economic consultants who worked on the Reset calculations had to agree not to disclose that data, even to Teamsters officers and employees, and also had to agree to leave all of the data in United Airlines’ exclusive possession. None of it was shared directly with the International Brotherhood of Teamsters, none of it is in the IBT’s or its consultants’ possession, and we therefore cannot share it with you.

Wishing you and your family Happy Holidays!

Thanks,

Vinny Graziano

Sent from my iPhone

On Dec 3, 2020, at 9:21 AM, redacted UAL Mech wrote:

Mr.Graziano, I am an IBT member is good standing and like to request a copy of the actual data used in calculating our final result of our Industry Reset per LOA 29. Many mechanics in Chicago are inquiring about this matter. We know you used an actuary to figure this out, so we would like some transparency in this Reset.

Redacted UAL Mechanic

Exhibit #10 2014 IBT Intl HQ LM2 UAL \$141,000.00 Payment

12/7/2019

000-093 (LM2) 12/31/2014

Name and Address (A)		Purpose (C)	Date (D)	Amount (E)
TMSTRS NATL PIPE LN TRAIN FUND				
25 LOUISIANA AVE NW		Total Itemized Transactions with this Payee/Payer		
WASHINGTON		Total Non-Itemized Transactions with this Payee/Payer		\$11,410
DC		Total of All Transactions with this Payee/Payer for This Schedule		\$11,410
20001				
Type or Classification (B)				
LABOR RELATED ORG				
Name and Address (A)				
UNITED AIRLINES INC				
SAN FRANCISCO INT'L AIRPORT		Audit years 2008-2009	10/08/2014	\$141,378
SAN FRANCISCO		Total Itemized Transactions with this Payee/Payer		\$141,378
CA		Total Non-Itemized Transactions with this Payee/Payer		
94128		Total of All Transactions with this Payee/Payer for This Schedule		\$141,378
Type or Classification (B)				
AIRLINE				
Name and Address (A)		Purpose (C)	Date (D)	Amount (E)
US DEPARTMENT OF TRANSPORTATION		DOT RECEIPT DEC-13	02/05/2014	\$93,740
1200 NEW JERSEY AVE SE		DOT RECEIPT NOV-13	02/05/2014	\$172,838
WASHINGTON		DOT RECEIPT JAN-14	03/11/2014	\$22,161
DC		DOT RECEIPT FEB-14	04/07/2014	\$6,602
20590		DOT RECEIPT MAR-14	06/25/2014	\$5,739
Type or Classification (B)		DOT RECEIPT JUL-14	09/12/2014	\$11,450
GOVERNMENT AGENCY		DOT RECEIPT AUG-14	10/07/2014	\$47,015
		DOT RECEIPT SEP-14	11/06/2014	\$322,426
		DOT RECEIPT OCT-14	12/16/2014	\$104,820
		Total Itemized Transactions with this Payee/Payer		\$786,791
		Total Non-Itemized Transactions with this Payee/Payer		\$8,230
		Total of All Transactions with this Payee/Payer for This Schedule		\$795,021
Name and Address (A)		Purpose (C)	Date (D)	Amount (E)
ZURICH AMERICAN INSURANCE COMPANY		Reimbursement Claim	12/17/2014	\$11,831
PO BOX 66975		Total Itemized Transactions with this Payee/Payer		\$11,831
CHICAGO		Total Non-Itemized Transactions with this Payee/Payer		
IL		Total of All Transactions with this Payee/Payer for This Schedule		\$11,831
60666-0975				
Type or Classification (B)				
INSURANCE COMPANY				

Form LM-2 (Revised 2010)

Exhibit #11 AMFA 2007 Annual 401k DC True Up

AMFA 5%: 2007 Year End Analysis Summary

Part 1: Analysis of United's Average Contribution Rate for 2007

Conclusion: For 2007, United met the minimum contribution requirement (5.0%) outlined in Section 5a (Pension Contributions) of Letter 05-03M (Bankruptcy Exit Agreement).

Rationale: For AMFA-represented employees, total contributions and earnings for 2007 were as follows as of December 31, 2007:

- Total Company contributions: \$18,845,884.19
- Total Considered earnings: \$376,948,004.95

Total Company contributions as a percentage of the total Considered Earnings =

- $\$18,845,884.19 / \$376,948,004.95$ [or]
- 5.0% (when rounded to the nearest tenth of a percentage, consistent with percentages shown in Letter 05-03M)

Part 2: Adjustment of United's Base Rate of Contribution for 2008

Conclusion: Due to the extremely close proximity of the projected average Company contribution rate to the target 5.0% and the difficulties associated with accurately predicting employment trends that could impact the projected average Company contribution rate, United did not adjust the base contribution rate at the beginning of 2008. As per the Letter of Agreement, in early 2009 United will analyze the Company's average contribution rate for AMFA-represented employees for 2008 and make any necessary additional one-time base contribution for 2008 so that the total Company contribution for 2008 equals 5.0% of total Considered Earnings.

Exhibit #12 AMFA 2009 LOA 05-03M Signature page

Letters of Agreement

17. Exhibits. This Letter of Agreement includes all of Exhibits A through K hereto. Except as otherwise expressly set forth therein, all capitalized terms in Exhibits A through K shall have the meanings defined in this Letter of Agreement.

IN WITNESS WHEREOF, the parties have signed this Letter of Agreement this ____ day of May, 2005

WITNESS: FOR UNITED AIR LINES, INC.:

Peter B. Kain
Vice President Labor Relations

FOR UAL CORPORATION:

Glenn F. Tilton
Chairman, President and CEO

WITNESS: FOR AIRCRAFT MECHANICS FRATERNAL ASSOCIATION:

Jim Seitz
Airline Contract Administration Coordinator
Aircraft Mechanics Fraternal Association

O.V. Delle Femine
National Director

Exhibit #13 LOA 05-03M Teamsters altered Signature page

consummation of the transactions contemplated hereby.

16. **Headings; Construction.** The paragraph headings in this Letter of Agreement have been inserted for convenience of reference only and do not restrict or otherwise modify any of the terms or provisions of this Letter of Agreement. Unless otherwise expressly provided, the words "including" or "includes" in this Letter of Agreement do not limit the preceding words or terms and shall be deemed to be followed by the words "without limitation."
17. **Exhibits.** This Letter of Agreement includes all of Exhibits A through K hereto. Except as otherwise expressly set forth therein, all capitalized terms in Exhibits A through K shall have the meanings defined in this Letter of Agreement.

IN WITNESS WHEREOF, the parties have signed this Letter of Agreement this ____ day of May, 2005

WITNESS: FOR UNITED AIR LINES,
INC.:

Peter B. Kain
Vice President Labor Relations

FOR UAL CORPORATION:

Glenn F. Tilton
Chairman, President and CEO

WITNESS: FOR AIRCRAFT
MECHANICS
FRATERNAL ASSOCIATION:

Name Removed by Teamsters
Negotiators...Why?

Airline Contract Administration Coordinator
Aircraft Mechanics Fraternal Association

O.V. Delle Femine
National Director
214

Exhibit #14 2018 Dec IBT Dispatch No Reset because of Increased Pension cost

If American technicians agree to a JCBA over the next two years, in addition to reaching wages and other improvements that are equivalent to or better than those contained in the current UA JCBA, the reset evaluation in 2020 will most likely provide an improvement to United technician pay rates.

The data, methodology and results of the 2018 reset evaluation were calculated, evaluated and assessed by IBT's external financial analyst Dan Akins and by IBT's external actuary, Peter Hardcastle. The data, methodology and results of the 2018 reset evaluation have been deemed to be reasonable and accurate. The large increase in the cost of United's retirement plan was reviewed by Mr. Hardcastle, who states the following:

"I met with United's external actuary to discuss the methodology and assumptions behind the calculation of the cost of CARP. The methodology used by United's actuary considers the market value of the accruals and is consistent with U.S. accounting standards. The cost is based solely on the population of United mechanics and only relates to the cost of benefit accruals for the year. I am in agreement with the methodology used, and I know from experience that the results lie within the range of my expectations.

The increase in United's service cost for CARP since 2016, as applied in the cost model, is consistent with my expectation given the increase in benefit population due to the inclusion of the larger and more senior UA Mechanics group, as well as a further drop in the discount rate since 2016."

Both Mr. Akins and Mr. Hardcastle agree that the relative value of the items as calculated by the cost model indicate a 7.7 percent relative advantage of the United technicians' contract items compared to the average value of those same items at Delta and American. The next update of the cost model will be undertaken in early December of 2020, when the then current values of the five contract items will be recalculated and assessed.

In Solidarity,

Vinny Graziano

Tagged: [Mechanics' Dispatch](#)

NJ 07083	Exhibit #15 2017 Teamsters Intl Headquarters LM2 Report \$1.5 Million United Payment		
Type or Classification (B)			
AFFILIATE			
Name and Address (A)			
TEAMSTERS NATIONAL PIPELINE TRAINING FUND SUITE 700 10440 LITTLE PATUXENT PRK COLUMBIA MD 21044	Purpose (C)	Date (D)	Amount (E)
Type or Classification (B)	Total Itemized Transactions with this Payee/Payer		
AFFILIATE	Total Non-Itemized Transactions with this Payee/Payer		\$11,992
Name and Address (A)	Total of All Transactions with this Payee/Payer for This Schedule		\$11,992
THE HARTFORD INSURANCE GROUP	Purpose (C)	Date (D)	Amount (E)
277 PARK AVENUE NEW YORK NY 10172	WORK COMP REBATE 2014, 2015	05/17/2017	\$33,152
Type or Classification (B)	Total Itemized Transactions with this Payee/Payer		\$33,152
INSURANCE COMPANY	Total Non-Itemized Transactions with this Payee/Payer		
Name and Address (A)	Total of All Transactions with this Payee/Payer for This Schedule		\$33,152
THE SEGAL COMPANY INC (MIDWEST)	Purpose (C)	Date (D)	Amount (E)
SUITE 400 1920 N ST NW WASHINGTON DC 20036	DISASTER RELIEF CONTRIBUTION	10/04/2017	\$5,000
Type or Classification (B)	Total Itemized Transactions with this Payee/Payer		\$5,000
ACTUARY	Total Non-Itemized Transactions with this Payee/Payer		
Name and Address (A)	Total of All Transactions with this Payee/Payer for This Schedule		\$5,000
TMSTER-NATL 401(K) SAVING PLN	Purpose (C)	Date (D)	Amount (E)
1200 THREE GATEWAY CENTER PITTSBURG PA 15222	2015 ADMINISTRATIVE COST ALLOCATION	01/26/2017	\$19,531
Type or Classification (B)	2016 ADMINISTRATIVE COST ALLOCATION	11/08/2017	\$17,156
PENSION FUND	Total Itemized Transactions with this Payee/Payer		\$36,687
Name and Address (A)	Total Non-Itemized Transactions with this Payee/Payer		
UNITED AIRLINES INC	Total of All Transactions with this Payee/Payer for This Schedule		\$36,687
PO BOX 4607	Purpose (C)	Date (D)	Amount (E)
HOUSTON TX 77210-4607	UNITED AIRLINES CBA PAYMENT	06/06/2017	\$1,500,000
Type or Classification (B)	Total Itemized Transactions with this Payee/Payer		\$1,500,000
	Total Non-Itemized Transactions with this Payee/Payer		
	Total of All Transactions with this Payee/Payer for This Schedule		\$1,500,000

Exhibit #16 OLMS Report for Payers to Teamsters Intl United Airlines \$1.5 Million

000-093	2009 (LM2)	IBT SUPPLEMENTAL BENEFIT TRUST	PAYER	OTHER RECEIPTS	Trust Fund	\$1,560,846.00	\$10.00	\$1,560,856.00	TEAMSTERS	IBT	NATIONAL HEADQUARTERS
000-093	2006 (LM2)	Tmstrs Affiliate Pension Plan	PAYER	OTHER RECEIPTS	Affiliated Trust	\$1,542,663.00	\$0.00	\$1,542,663.00	TEAMSTERS	IBT	NATIONAL HEADQUARTERS
000-093	2008 (LM2)	TEAMSTER AFFILIATES PENSION PLAN	PAYER	OTHER RECEIPTS	Pension Fund	\$1,523,327.00	\$0.00	\$1,523,327.00	TEAMSTERS	IBT	NATIONAL HEADQUARTERS
000-093	2010 (LM2)	Teamsters Affiliates Pension Plan	PAYER	OTHER RECEIPTS	Pension Fund	\$1,512,406.00	\$0.00	\$1,512,406.00	TEAMSTERS	IBT	NATIONAL HEADQUARTERS
000-093	2017 (LM2)	UNITED AIRLINES INC	PAYER	OTHER RECEIPTS	AIRLINE CARRIER	\$1,500,000.00	\$0.00	\$1,500,000.00	TEAMSTERS	IBT	NATIONAL HEADQUARTERS
000-093	2013 (LM2)	IBT SUPPLEMENTAL BENEFIT	PAYER	OTHER RECEIPTS	MEMBER BENEFIT PLAN	\$1,481,892.00	\$3,022.00	\$1,484,914.00	TEAMSTERS	IBT	NATIONAL HEADQUARTERS
000-093	2005 (LM2)	Laborers-AGC	PAYER	OTHER RECEIPTS	Grant Administrator	\$1,478,598.00	\$1,121.00	\$1,479,719.00	TEAMSTERS	IBT	NATIONAL HEADQUARTERS
000-093	2009 (LM2)	TEAMSTER AFFILIATES PENSION PLAN	PAYER	OTHER RECEIPTS	Pension Fund	\$1,356,248.00	\$0.00	\$1,356,248.00	TEAMSTERS	IBT	NATIONAL HEADQUARTERS
000-093	2015 (LM2)	TEAMSTER AFFILIATES PENSION PLAN	PAYER	OTHER RECEIPTS	PENSION FUND	\$1,278,361.00	\$0.00	\$1,278,361.00	TEAMSTERS	IBT	NATIONAL HEADQUARTERS
000-093	2011 (LM2)	Teamsters Affiliates Pension Plan	PAYER	OTHER RECEIPTS	Pension Fund	\$1,260,162.00	\$3,049.00	\$1,263,211.00	TEAMSTERS	IBT	NATIONAL HEADQUARTERS
000-093	2014 (LM2)	TEAMSTER AFFILIATES PENSION PLAN	PAYER	OTHER RECEIPTS	PENSION FUND	\$1,224,912.00	\$5,600.00	\$1,230,512.00	TEAMSTERS	IBT	NATIONAL HEADQUARTERS
000-093	2015 (LM2)	US DEPARTMENT OF TRANSPORTATION	PAYER	OTHER RECEIPTS	GOVERNMENT AGENCY	\$1,194,356.00	\$0.00	\$1,194,356.00	TEAMSTERS	IBT	NATIONAL HEADQUARTERS
000-093	2015 (LM2)	THE ULTIMATE SOFTWARE GROUP INC	PAYER	OTHER RECEIPTS	PAYROLL SERVICE PROVIDER	\$1,164,528.00	\$0.00	\$1,164,528.00	TEAMSTERS	IBT	NATIONAL HEADQUARTERS
000-093	2016 (LM2)	TEAMSTER AFFILIATES PENSION PLAN	PAYER	OTHER RECEIPTS	PENSION FUND	\$1,149,263.00	\$932.00	\$1,150,195.00	TEAMSTERS	IBT	NATIONAL HEADQUARTERS
000-093	2012 (LM2)	Teamster Affiliates Pension Plan	PAYER	OTHER RECEIPTS	Pension Fund	\$1,134,071.00	\$0.00	\$1,134,071.00	TEAMSTERS	IBT	NATIONAL HEADQUARTERS
000-093	2013 (LM2)	TEAMSTER AFFILIATES PENSION PLAN	PAYER	OTHER RECEIPTS	PENSION FUND	\$1,126,994.00	\$4,093.00	\$1,131,087.00	TEAMSTERS	IBT	NATIONAL HEADQUARTERS
000-093	2015 (LM2)	TEAMSTERS L U NO 36	PAYER	OTHER RECEIPTS	AFFILITATE	\$1,128,910.00	\$0.00	\$1,128,910.00	TEAMSTERS	IBT	NATIONAL HEADQUARTERS
000-093	2012 (LM2)	US Department of Transportation	PAYER	OTHER RECEIPTS	Govt Agency	\$1,013,686.00	\$0.00	\$1,013,686.00	TEAMSTERS	IBT	NATIONAL HEADQUARTERS
000-093	2018 (LM2)	PRESERVE MIDDLE CLASS AMERICA INC	PAYER	OTHER RECEIPTS	501(C) (4) NONPROFIT	\$1,000,000.00	\$0.00	\$1,000,000.00	TEAMSTERS	IBT	NATIONAL HEADQUARTERS
000-093	2013 (LM2)	HUDSON INSURANCE COMPANY	PAYER	OTHER RECEIPTS	INSURANCE COMPANY	\$913,004.00	\$0.00	\$913,004.00	TEAMSTERS	IBT	NATIONAL HEADQUARTERS
000-093	2009 (LM2)	US DOT	PAYER	OTHER RECEIPTS	Govt agency	\$911,138.00	\$0.00	\$911,138.00	TEAMSTERS	IBT	NATIONAL HEADQUARTERS
000-093	2011 (LM2)	HMS Enterprises, Inc.	PAYER	OTHER RECEIPTS	Business Management Consultants	\$837,985.00	\$0.00	\$837,985.00	TEAMSTERS	IBT	NATIONAL HEADQUARTERS
000-093	2016 (LM2)	US DEPARTMENT OF TRANSPORTATION	PAYER	OTHER RECEIPTS	GOVERNMENT AGENCY	\$835,847.00	\$0.00	\$835,847.00	TEAMSTERS	IBT	NATIONAL HEADQUARTERS
000-093	2017 (LM2)	TEAMSTER AFFILIATES PENSION PLAN	PAYER	OTHER RECEIPTS	PENSION FUND	\$811,759.00	\$2,546.00	\$814,305.00	TEAMSTERS	IBT	NATIONAL HEADQUARTERS
000-093	2018 (LM2)	TEAMSTER AFFILIATES PENSION PLAN	PAYER	OTHER RECEIPTS	PENSION FUND	\$792,253.00	\$3,975.00	\$796,228.00	TEAMSTERS	IBT	NATIONAL HEADQUARTERS
000-093	2014 (LM2)	US DEPARTMENT OF TRANSPORTATION	PAYER	OTHER RECEIPTS	GOVERNMENT AGENCY	\$786,791.00	\$8,230.00	\$795,021.00	TEAMSTERS	IBT	NATIONAL HEADQUARTERS

Exhibit #16 OLMS Report for Payers to Teamsters Intl United Airlines \$1.5 Million

000-093	2019 (LM2)	TEAMSTER AFFILIATES PENSION PLAN	PAYER	OTHER RECEIPTS	PENSION FUND	\$772,800.00	\$3,457.00	\$776,257.00	TEAMSTERS	IBT	NATIONAL HEADQUARTERS
000-093	2013 (LM2)	US DEPARTMENT OF TRANSPORTATION	PAYER	OTHER RECEIPTS	GOVERNMENT AGENCY	\$763,171.00	\$0.00	\$763,171.00	TEAMSTERS	IBT	NATIONAL HEADQUARTERS
000-093	2018 (LM2)	US DEPARTMENT OF LABOR EMPL & TRNG ADM	PAYER	OTHER RECEIPTS	GOVERNMENT AGENCY	\$691,375.00	\$0.00	\$691,375.00	TEAMSTERS	IBT	NATIONAL HEADQUARTERS

Exhibit #17 Reset Hearing Questions on Procedural Issues

FIRST - PROCEDURAL QUESTIONS

I want to discuss the procedural actions that led us here. It is imperative because this may not even be a legitimate hearing. I am concerned you are just stalling me out to subvert my rights under the RLA, to make sure six-months goes by before I go to court. The law says if a grievance is closed / final and there is no process in the CBA to reopen it, then court is the proper place to be heard. So, with that:

1. What was the internal union process reopening these grievances?
2. Who took part in this internal process?
3. What was uncovered in this internal union process?
4. When / How was this internal Union process conducted? Was it Local or National AD?
(Closeout letters issued 02/02 and then reopened on 02/04 so . . .)

Exhibit #17 Reset Hearing Questions on Procedural Issues

5. Did United participate / agree? If not, how can you reopen it because they have already provided their answer? Again, no process in CBA for this at all.

6. On what provision of the CBA are you basing these decisions?

Please explain why the past practices and customs are not considered or acknowledged related to my grievance, specifically, the fact that the "numbers" I am requesting have been provided to me in both 2016 and 2018 with elaborate detail. None of this was considered, remarked upon, or explained.

Please explain to me when and how the contract was changed to create this new grievance process you have applied to my grievance. The contract language is clear regardless of whether you are using an electronic process or a paper process. You cannot arbitrarily add or subtract language to the contract now because you do not want to comply with the process. In the four years the contract has been in place the grievance process has never been carried out in this way.

Please explain to me what the union deliberated about and based its decision on. You have only attached what the company said. Is this part of the new process also? The union adopts the company position without any deliberation? Did the union even counter the company position at all with the fact that these numbers are given to the members and must be given to the

Exhibit #17 Reset Hearing Questions on Procedural Issues

members to ensure the contract is being followed? This is not unreasonable. Essentially, what you are saying is the same as the company just giving me a pay check but refusing to give me the paycheck stub with the information as to the hours worked, the rate of pay, and any deductions to justify why they are paying me what they are paying me. I have a right to know what they based the reset adjustment on in order to verify that the company has complied with the contract.

(Exhibit #18 Email to IBT Greg Sullivan Status of Grievance

From: Jim Seitz [REDACTED]
To: Jim Seitz
Subject: Fwd: Status

Begin forwarded message:

From: Jim Seitz [REDACTED]
Date: March 22, 2021 at 10:31:48 AM PDT
To: Greg Sullivan [REDACTED]
Subject: Re: Status

Thanks Greg the deadline to appeal to SBA is fast approaching, is the union going to move both grievances forward? Have you filed the appeal yet?
If not instruct the company I want to move my grievances forward on my own without the union.

Thanks Jim

On Mar 17, 2021, at 12:09 PM, Greg Sullivan [REDACTED] wrote:

Jim, all documents you provided have been received by the company. The Union is currently reviewing the Companies Decision and Conclusion.

Regards

Greg

-----Original Message-----

From: Jim Seitz [REDACTED]
Sent: Wednesday, March 17, 2021 4:24 AM
To: Greg Sullivan [REDACTED]
Subject: Status

Greg just checking in on my grievances I plan on moving these grievances forward and I wanted to talk to you about the RIF grievance

~~(Exhibit #18 Email to IBT Greg Sullivan Status of Grievance)~~
I sent in a list of the bump who were bumped and who they bumped that was a 2008 IBT furlough.
company I sent another file an example of the list we want that shows where everyone
bumped and who they bumped that was a 2008 IBT furlough.

Anyway the force majeure clause doesn't apply to bid area elimination and it looks like
the company used the RIF to restructure SFO

I'll be back at work Sunday night if you want to meet and discuss these grievances

Thanks Jim

SEPTEMBER
2018

SFO BUSINESS AGENT REPORT

By: Javier Lectora & Mark DesAngles



The Truth about the MCO

The Kincare Issue

Teamster Black Caucus

eTa and Shift Trades

I-Time Injuries

Grievance Update

Stay Informed

Lying Liars and the Lies They Tell

It has generally been our policy not to address the barrage of misleading information, personal attacks, recycled fliers from the 1990's, half-truths and outright lies that have been circulated around the Base for a while now because we know that most folks remember what happened when Jim Seitz previously had an opportunity to lead. But, in some cases, we must make an exception. That's because Jim's lies now have a real possibility of hurting our members. It is there that we must draw the line.

First off, none of the stuff we are going to talk about is new. Our Stewards here at SFO have been briefed on all of this information from the beginning on an ongoing basis and, in turn, this information has been passed to the floor. Throughout the last year or so, we have also spoken to many of you directly about this issue, as we have fielded many questions on the topic. But we also recognize that how much of the entire story each individual member knows is always a function of many factors. Therefore, we think it is a very good exercise to go back and summarize the entire process for you in one shot. Then, you be the judge.

The first issue we will discuss is the attendance policy and the assertion that it came into being through an LOA between the UAL and the IBT. That is simply false. **Jim is practicing an age-old guerilla tactic here: If you say something enough times, people will eventually start to take it as fact.** But we did not agree to this policy, folks. The Company announced and implemented the policy all by itself. And, at that time, we immediately began internal discussions, including consultations with attorneys, to determine our options for dealing with it. Through this process, one thing became very clear: There is no law prohibiting any company from implementing an attendance policy in any workplace, even if it is a point-based policy. Also, United's establishment of a point-based attendance policy does not, in and of itself, violate the Collective Bargaining Agreement. That is the reality of the situation. **However, no provisions of an attendance policy can violate the CBA.** And we believe that some of the provisions and related practices of the attendance policy do, in fact, violate the CBA. We will detail those for you later.

But first, back to the beginning. There are two primary strategies when dealing with a policy that contains any provisions that may violate the CBA. The first is to file a single grievance against the entire policy in the hopes that you can get the whole thing thrown out by an arbitrator. This is more of a longshot approach unless the entire premise of the policy violates the CBA. The second strategy is to file individual grievances against any portion of the policy which is offensive to the CBA as it is implemented. This is generally the more effective approach, as it focuses directly on the offending provisions or practices contained in the policy. At the time, we decided to do both, despite it being redundant.

Now, there was one particularly offensive clause of the attendance policy that we are sure you will all remember: The 'conversion' table. When the Company applied these conversions for the transition to the new attendance policy, many members suddenly found themselves precariously close to zero points. Although we believed that these conversion tables were indefensible and that, ultimately, once they were brought before an Arbitrator, any terminations that resulted from their use had a very good chance of not meeting the 'just cause' standard, there was still a significant concern.

Exhibit 19 SFO/LAX BA Report slander and intimidation against plaintiff



Because it takes time to get through the Arbitration process. And many leaders were uncomfortable with keeping any members who were only going to be sitting out there for an extended period of time waiting for the process to work itself out and trying to figure out how to put food on the table. This was the primary issue at hand when the Business Agents met to discuss the ramifications of the attendance policy in 2017. And that argument proved to be one that was very persuasive. So, with that in mind, it was agreed that the single-grievance approach would be discarded in return for all members being allotted a full balance of seven points. That is the agreement that was made. And whether or not an individual agrees or disagrees with that decision, as is their right, it was made because of concern for the membership.

Additionally, and most importantly, the Union expressly reserved the right to file individual grievances against the policy as it was applied and we have been doing so from the beginning. We have currently identified 6 buckets of et al grievances (which are filed on behalf of the entire system) containing a total of nearly 75 grievances. They are as follows:

- 1) No Union representation during management interactions
- 2) Being assessed Points while under a Doctors Care
- 3) Progressive Discipline (due to skipping steps for multiple incidents)
- 4) Not allowing Kincare usage for Self for 2017
- 5) Incentive Program discrimination against protected leaves (FMLA/Kincare)
- 6) Converting whole bid vacation weeks for FMLA
- 7) Lack of full point restoration after 1 year

Most of these grievances, with the exception of #7, are on the 3rd Step Docket and we will be sure to keep you informed of their progress as they move forward in the grievance process (as they had been in a holding pattern pending the outcome of the MCO discussions between the SF Office of Labor Standards Enforcement and UAL).

Now we must ask you to consider a simple question. If we are in agreement with the attendance policy, why would we have this many grievances against it?

Now let's talk about the San Francisco Minimum Compensation Ordinance (MCO). Here is where it gets just plain weird when it comes to Jim and whoever is helping him produce these fliers. They have decided to forego all integrity in a blatant attempt to dupe the membership and claim responsibility for something with which they had no involvement for some political gain. It is sad.

To give you a clear picture, we are going to go back to the beginning again, to the time when the attendance policy was announced. After searching state and local laws and attendance ordinances, we initially did not find anything that would affect the implementation of the attendance policy. However, one of our Shop Stewards at the time did find the MCO and called the San Francisco Office of Labor Standards Enforcement to ask about it. After reporting to us that the Compliance Officer had agreed to look into the matter, we immediately assigned the Grievance Secretary to follow up. Since then, the Union has been kept apprised of the situation directly by the Compliance Officer, first through the Grievance Secretary, then through one of our attorneys, which we called shortly thereafter. Also, from the beginning, the Compliance Officer made it clear that she wanted only one point of contact from the IBT calling for information about the situation. That point of contact was assigned by us. Also made abundantly clear was the fact that this process and subsequent discussions were solely to occur between the Compliance Officer and United Airlines.

Once United was held to be out of compliance, there began an extended period of negotiations between United and the Compliance Officer and we were not involved in those discussions. All we were able to do is wait like everyone else and occasionally have our attorney check in with the Compliance Officer to gauge the progress. That is something that has been briefed extensively.

And it is an undeniable 100% fact that this group of ALTA jokers had absolutely no involvement whatsoever during these discussions. Period.

Let's look at a couple of the other more egregious lies told by the lying liars. First, Exhibit 19 SFO/LAX BA Reports slander and intimidation against plaintiff



More importantly, and the primary reason for this information piece, is ALTA's claim that "Employees cannot be disciplined for using their sick leave". This is simply not true and we think it is dangerous and irresponsible for this type of false statement to be hurled at the membership. We do not want anyone taking this to heart and then getting themselves in trouble because of it. The irresponsibility and complete lack of integrity shown by Jim and his accomplices here, although very characteristic, is extremely troubling because of its potential negative impact on our membership!

Lastly, and also profoundly disturbing is ALTA's latest attempt to smear the IBT using a bunch of made up statements supposedly attributed to the SF Compliance Officer. All of the Union's interaction with her have been amicable and courteous and we have a tremendous amount of respect for the thoughtfulness and diligence with which she handled this process. It is, therefore, simply disgusting to us that these characters would stoop that low.

Now we want to focus on the agreement between the Compliance office and UAL regarding the MCO and what it means to you. The MCO has two primary elements. First, it allows for 12 paid days off per year. As it relates to you, this means that the first 12 days off in any calendar year, such as holidays, vacation, sick leave or any other paid days off, must be considered MCO days. Therefore, they cannot be subject to any point reduction or discipline as a result. The second element of the MCO is the allowance for 10 unpaid days in a calendar year. Unpaid MCO days could only be used when an employee has exhausted all paid time off available to him/her including Vacation Time, Sick Time, and Holidays (including Christmas). Because of that, unpaid MCO days can be utilized very rarely when it comes to our members.

Additionally, another condition of the agreement between the Office of Labor Standards Enforcement and United Airlines is the requirement for an audit to determine who has had points reduced and/or discipline assessed in violation of the MCO and for modifications to be made to their attendance record to reflect the MCO protections. That audit is ongoing. If you have any questions about the MCO and its implications, please see your Shop Steward or Chief Steward. If you are getting your information from anyone else, there is a good chance it is not going to be accurate. Remember, however, that it is ultimately the Company's responsibility to comply with the agreement.

The Kincare Issue

We have been receiving many questions about the use of Kincare and how it relates to the Attendance Policy modification due to the MCO. First, as we mentioned in the prior piece, we have an active grievance to address the issue of using Kincare for yourself in the year 2017 because the effective date of the California modification to Kincare usage was in early 2017. Many members were not afforded the opportunity to use Kincare for themselves at any time during 2017 because there was no notification of the change by the company. As we also mentioned, that grievance is ongoing and we will report any progress we make going forward.

However, what is most concerning our members now, is the rumor that any Sick Days taken that fall under the 12 paid MCO days at the beginning of each calendar year will be automatically run concurrently as Kincare days by the Company. If it is true, the Union would certainly not be in agreement. Therefore, if any member calls in sick and is automatically assigned a Kincare day, we would like you to immediately contact your Shop Steward.

Exhibit 19 SFO/LAX BA Report slander and intimidation against plaintiff

Teamsters National Black Caucus Meeting

There will be a Chapter Introduction Meeting of The Teamsters National Black Caucus (TNBC) at Teamsters Local 315 on Saturday, October 20th, from 9am-11am. The meeting will be hosted by Teamster Locals 315, 853, and 856. The purpose of the meeting will be for members to learn more about the TNBC to possibly start a NorCal Chapter. Incoming TNBC Chair James Curbeam will be the special guest speaker. All Teamster members are welcome. Teamsters Local 315 is located at 2727 Alhambra Ave in Martinez. We hope that you can make it by.



eTa System Deployment at SFO Leads to Confusion about Shift Trades

It is our understanding that the recently deployed eTa system at SFO may unfortunately not be allowing our members to schedule a second back-to-back (double) shift in the same week. Article 7 (Hours of Service) is very clear on this matter. Specifically, Paragraph 7.M.1.d reads as follows:

- Employees may trade for a maximum of four (4) additional shifts in any work week. Of these four (4) additional shifts, employees will be allowed to work a maximum of two (2) back-to-back (double) shifts per week, subject to the Duty Limitations set forth in Paragraph I above. (For example, an employee normally scheduled to work day shift with Saturday and Sunday off may work additional trade shifts on Monday and Tuesday, but would not be eligible to work a trade shift on Wednesday; he would then be eligible to work additional trade shifts on Thursday and Friday.)

This language is clear and unambiguous. If you are not able to schedule trades conforming to the example shown, please contact your Supervisor to make sure that the trades are entered into the system correctly. If you are denied the ability to execute this type of trade, please contact your Shop Steward.

Occupational Injuries

If you are injured at work, please remember that you are supposed to be coded OCC (Occupational) for payroll purposes from the very beginning. Some folks were under the impression that an employee would be coded N-Time (Sick) until the investigation and certification of the injury as Occupational by Sedgwick. That is simply not true. You must be coded as OCC and if it is subsequently found that your injury is not work-related, the Company has the right to reclassify that time as N-Time or UNP (Unpaid), depending on your sick balance. If you are injured and your paycert does not indicate OCC from the date of your injury forward, then please contact your Supervisor to have it changed. If you have any questions or concerns, please see your Shop Steward.

Hurricane Maria Raffle Winner

The winning raffle ticket was pulled at the August Dayshift Craft Meeting. We would like to congratulate the owner of the winning ticket, Mary Gutekanst who is an Avionics technician in SFORQ. Mary is the proud new owner of a Vizio 50-inch flat screen TV. Thanks to all who participated in this worthy cause!

Exhibit 19 SFO/LAX BA Report slander and intimidation against plaintiff



Grievance Update

There were two days of System Board hearings in September. We had three termination cases and four contract cases on the docket. Ultimately, two grievances were withdrawn (Recall bypass) due to lack of merit and one grievance was settled (Lead Overtime Bypass). The remaining four cases were heard on September 11th and 12th.

There is also an Arbitration scheduled for October 17th in Chicago regarding the MEAL P (post Date of Ratification).

Stay Informed

The communication process is an extremely important part of what we do to represent our folks here at SFO and, as we have been outlining for quite some time, we have been blasting out the BA Report along with any other communication we get from the Airline Division or the International to anyone who registers at the TeamstersSFO website. Additionally, there are weekly meetings held with the Shop Stewards to pass on any important informational items that may come up during the month. It is crucial to our process that every area on every shift has Shop Steward representation and that the Shop Steward give, at a minimum, weekly briefings to his/her crew so that all the information gets to our members. We feel that it is essential for all of our members to be engaged and informed at all times. Therefore, we encourage all of you to spread the word to your fellow technicians to go to the TeamstersSFO website and click on the 'email signup' tab to get on the list. And, most importantly, we urge you to also consider getting more involved. Every month, on the last Thursday, we hold Craft Meetings at Local 856. At these meetings, the membership hears reports from the Business Agents and other members of the SFO Committee on Grievances, Safety, Member Assistance, and TSAP. Additionally, all members have an opportunity to ask questions and to bring up topics for discussion. Check your IBT Bulletin Board for dates and times and make it a point to stop by.

As always, stay informed!

In Solidarity

Mark DesAngles
Business Agent
Local 986

Javier Lectora
Business Agent
Local 856

Exhibit 19 SFO/LAX BA Report slander and intimidation against plaintiff
Contact Information

Your Locals

Local 856

Principal Officer
Peter Finn

453 San Mateo Ave.
San Bruno, CA
94066
650-635-0111

Local 986

Principal Officer
Chris Griswold

1198 Durfee Ave.
South El Monte, CA
91733
800-247-4986

We're on the Web!

See us at:

www.SFOTeamsters.com

www.teamsters856.org

www.local986.org

Business Representatives

- Mark DesAngles Cell: (650) 454-9553 Unitel: 8-634-5104
- Javier Lectora Cell: (650) 745-5893 Unitel: 8-634-5107

Grievance Committee

Coordinator

- Fred Wood Cell: (650) 745-5850 Unitel: 8-634-8108

Committee Secretary

- Mark Gabriel Cell: (650) 745-5850 Unitel: 8-634-5101

Chief Stewards

- Deborah Crummey (Jet Shop) Cell: (650) 745-5851 Unitel: 8-634-3007
- Joanne Asing (MPA) Cell: (650) 634-2751 Unitel: 8-634-2751
- Dale Mitchell (OV/Docks) Cell: (650) 745-5852 Unitel: 8-634-5102
- John Laurin (Back Shops) Cell: (650) 745-5860 Unitel: 8-634-4067
- Greg Sullivan (Line/MM) Cell: (650) 745-5918 Unitel: 8-634-6820

Safety Committee

- Paul Dodge (Line/Flight) Cell: (650) 745-5879 Unitel: 8-634-6887
- Ralph Ortiz (Jet Shop) Cell: (650) 745-5868 Unitel: 8-634-3008
- Kasi Tkaczyk (OV/Docks) Cell: (650) 745-5881 Unitel: 8-634-4511
- Mike Valladares (Back Shops) Cell: (650) 745-5869 Unitel: 8-634-5100

TSAP

- Tracy MacCorkell Cell: (650) 745-5880 Unitel: 8-634-5076

Teamster Member Assistance Coordinators

- Steve Crummey (Jet/Backshop) Cell: (650) 745-5867 Unitel: 8-634-3006
- Steve Loone (MM/Base) Cell: (650) 745-5864 Unitel: 8-634-6619

Exhibit #20 Transcripts Geoff Wik Hearing against IBT BA Mark DesAngles

Atkinson-Baker, Inc.

www.depo.com

1
2 Geoffrey Wik, a Local 986 member,)
3 Charging Party,)
4 Mark DES ANGLES, a Local 986 member,)
5 Charged Party.)
6)

7 ORIGINAL

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9
10 Transcript of proceedings
11 San Bruno, California
12 Friday, August 20, 2021
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22 ATKINSON-BAKER, A VERITEXT COMPANY
23 (800) 288-3376
24 www.depo.com

25 Reported by: EILEEN ELDRIDGE, Hearing Reporter

File No.: AF06096

Exhibit #20 Transcripts Geoff Wik Hearing against IBT BA Mark DesAngles

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Geoffrey Wik, a Local 986 member,)
)
Charging Party,)
)
Mark DES ANGLES, a Local 986 member,)
Charged Party.)
)

Transcript of Proceedings, beginning
at 9:07 a.m. and ending at 11:31 a.m., on
Friday, August 20, 2021, taken electronically
using the Zoom Webinar platform, reported
by Eileen Eldridge, Hearing Reporter.

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Reported by: EILEEN ELDRIDGE, Hearing Reporter
File No.: AF06096

Exhibit #20 Transcripts Geoff Wik Hearing against IBT BA Mark DesAngles

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1	I N D E X				
2					
3	CHARGING				
4	Witnesses:	Direct	Cross	Redirect	Recross
5	Geoffrey Wik	10			
6	Jennifer Wik	16	19	20	
7	Kevin Bybee	22	23	26	27
8					
9	CHARGED				
10	Witnesses:				
11	Mark Des Angles	31	47		
12	Javier Lectora	88	90	92	
13	Gregory Sullivan	94	97		
14					
15	E X H I B I T S				
16					
17	BOARD'S:	Marked for	Received		
18		Identification	in Evidence		
19	1 - Copy of Letter	6	6		
20	Dated 1/20/21				
21	2 - Notice of Hearing	6	6		
22	3 - Notice of Change	7	7		
23	of Time, Dated				
24	5/19/21				
25					

Exhibit #20 Transcripts Geoff Wik Hearing against IBT BA Mark DesAngles

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1	E X H I B I T S		
2	CHARGING:	Marked for Identification	Received in Evidence
3	W-1 - Binder with	10	10
4	Documents		
5			
6			
7	E X H I B I T S		
8	CHARGED:	Marked for Identification	Received in Evidence
9	D-1 - Text from	30	30
10	Chris Griswold		
11	D-2 - E-mail Exchange	35	35
12	Dated 1/8/21		
13	D-3 - E-mail Exchange	37	37
14	Between Mark		
15	DesAngles and		
16	John Johnson		
17	Grievance		
18	Secretary		
19	D-4 - Grievance	40	40
20	Submittal		
21	D-5 - Closeout Letter	41	41
22	D-6 - E-mail	42	42
23	D-7 - Company Answer	43	43
24	with Grievance		
25			

Exhibit #20 Transcripts Geoff Wik Hearing against IBT BA Mark DesAngles

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1 San Bruno, California; Friday, August 20, 2021
2 9:07 a.m.

3
4
5 CHAIRMAN GRISWOLD: Good morning. Today is
6 August 20th of 2021. The time is 9:07. We're here at a
7 meeting to record the charges of Geoffrey Wik, a member
8 of Local 986, charging party. Mark DesAngles, Local 986
9 member, charged party. We're meeting at Teamsters Local
10 856, 453 San Mateo Avenue, San Bruno, California.

11 Representing the charging party is himself,
12 Geoffrey Wik. Representing the charged party,
13 representing himself, is Mark DesAngles.

14 The Board members are: Art Silvas,
15 Aubrey Scates, Steve Loone, Sean Harren, Beverly
16 Williams, and Chris Griswold will be chairman.

17 Okay. So what we need to start off with is
18 recording the Board's exhibits, and I want to confirm
19 that the exhibits have been received by the charging
20 party and the charged party.

21 So the first exhibit will be a copy of the
22 letter dated 1/20/21, the charges cited by Geoffrey Wik
23 and against Mark DesAngles.

24 Both of you have received this; correct?

25 MR. DES ANGLES: That is correct.

Exhibit #20 Transcripts Geoff Wik Hearing against IBT BA Mark DesAngles

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1 MR. WIK: Yes. Yes.

2 CHAIRMAN GRISWOLD: Okay.

3 (Board's Exhibit 1 was marked for
4 identification and received in evidence by the
5 Chairman.)

6 CHAIRMAN GRISWOLD: Second exhibit, or at least
7 for the Board's Exhibits, will be the April 19, 2021,
8 Notice of Hearing.

9 Now, you both have received that; correct?

10 MR. DES ANGLES: That is correct.

11 MR. WIK: Yes.

12 CHAIRMAN GRISWOLD: Okay.

13 (Board's Exhibit 2 was marked for
14 identification and received in evidence by the
15 Chairman.)

16 CHAIRMAN GRISWOLD: And then the third exhibit
17 will be May 19, 2021, the Notice of Change of Time.

18 Both of you have received it; correct?

19 MR. DES ANGLES: That's correct.

20 MR. WIK: Yes.

21 CHAIRMAN GRISWOLD: All right.

22 (Board's Exhibit 3 was marked for
23 identification and received in evidence by the
24 Chairman.)

25 CHAIRMAN GRISWOLD: So this issue before the

Exhibit #20 Transcripts Geoff Wik Hearing against IBT BA Mark DesAngles

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1 Board is whether or not Mark DesAngles committed acts in
2 violation of Article XIX, Sections 7(b)(1), (2), (5),
3 (10), or (12) of the Constitution of the International
4 Brotherhood of Teamsters and/or Sections 15(a), 20(b),
5 or 30 of Teamsters Local 986 bylaws.

6 And so what's happening is that the team will
7 listen. So how we will start out is both of you have
8 the opportunity to get up and say what you would choose
9 to, and Mark, you're going to give a response.

10 Geoffrey, you're going to go first because --

11 THE REPORTER: I can't hear Mark.

12 CHAIRMAN GRISWOLD: I said that they have the
13 right to give an opening statement. Geoffrey will go
14 first if he chooses so. Mark will go second, but Mark
15 has the right to reserve his opening statement until he
16 has a chance to view your evidence.

17 MR. WIK: Great.

18 CHAIRMAN GRISWOLD: Would you like to give an
19 opening statement?

20 MR. WIK: Sure. Absolutely. Before that, I do
21 have 11, I guess, documents to put into evidence.

22 CHAIRMAN GRISWOLD: Okay. Why don't you do
23 your opening statement first, and so once you start your
24 presentation of your case, you can introduce them at
25 that time.

Exhibit #20 Transcripts Geoff Wik Hearing against IBT BA Mark DesAngles

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1 MR. WIK: Perfect. Sounds great.

2 CHAIRMAN GRISWOLD: Thank you.

3 MR. WIK: Good morning. My name
4 is Geoffrey Wik. I'm a member of Local 986, and
5 Mr. Mark DesAngles is the business agent of my Local. I
6 filed charges against Mr. DesAngles because I cannot
7 continue to be silent while Mark --

8 CHAIRMAN GRISWOLD: Excuse me. Can we stop for
9 one second?

10 MR. WIK: Sure.

11 CHAIRMAN GRISWOLD: We're going to sequester
12 the witnesses. We'd like all the witnesses to leave the
13 room.

14 I apologize.

15 (Pause in the proceeding.)

16 CHAIRMAN GRISWOLD: We're back on.

17 MR. WIK: Good morning. My name
18 is Geoffrey Wik. I'm a member of the Local 986, and
19 Mr. Mark DesAngles is a business agent of my Local. I
20 brought charges against Mark because I will not continue
21 to be silent while Mr. Mark DesAngles bullies, harasses
22 and demeans me for simply exercising my contractual
23 rights.

24 On January 8, 2021, Mr. Mark DesAngles called
25 me to discuss a grievance I had filed. That phone call

Exhibit #20 Transcripts Geoff Wik Hearing against IBT BA Mark DesAngles

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1 quickly spiraled out of control and, as did

2 Mr. DesAngles, he was yelling and cursing at me and
3 eventually, he hung up on me.

4 Admittedly, I did not handle being treated this
5 way well. I raised my voice to match Mr. DesAngles, but
6 what I did not do was berate Mr DesAngles, use profanity
7 or threaten him.

8 I cannot permit Mr. DesAngles to continue to
9 threaten me in this manner, and I am speaking up to put
10 an end to this volatile behavior, which is why I filed
11 these charges against Mr. DesAngles.

12 I have witnesses willing to testify to these
13 events.

14 Thank you.

15 CHAIRMAN GRISWOLD: Mark, would you like to
16 make an opening statement?

17 MR. DES ANGLES: I'll defer.

18 CHAIRMAN GRISWOLD: You'll defer. Okay. All
19 right.

20 MR. WIK: I have some documents and stuff to
21 hand out.

22 CHAIRMAN GRISWOLD: So for the record, Mark
23 has -- or Geoff has handed out a binder with documents
24 in it, and we'll list this as Exhibit 1. There are
25 several pages.

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1 (Charging Exhibit W-1 was marked for
2 identification and received in evidence by the
3 Chairman.)

4 MR. WIK: Correct.

5 In this binder there are various excerpts from
6 what I will be representing. So it might be ease of
7 reference for those of you up here.

8 CHAIRMAN GRISWOLD: I do you have --

9 (Simultaneous crosstalk.)

10 THE REPORTER: Okay. You guys must not speak
11 at the same time. Please try to speak one at a time.

12 CHAIRMAN GRISWOLD: I apologize.

13

14 DIRECT EXAMINATION

15 MR. WIK: Okay. I charged Mark DesAngles with
16 violating Article IX, Section 7(b)(1), when

17 Mark DesAngles failed to uphold the constitution and
18 failed to perform his duty while he did not act solely
19 in the interest of the members, when he repeatedly
20 screamed and belittled me for filing a grievance.

21 Mr. DesAngles did not try to explain, help, or
22 even reason with me. For that matter, he barely gave me
23 a chance to get a word in edgewise. Mr. DesAngles was
24 extremely adamant to make his point to me whether he was
25 correct or not or whether I wanted to listen or not.

Exhibit #20 Transcripts Geoff Wik Hearing against IBT BA Mark DesAngles

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1 Mr. DesAngles did not protect me from my
2 employer. Instead Mr. DesAngles had the employers' best
3 interests in mind, and I felt he was protecting them
4 from me by trying to tell me that I cannot file a
5 grievance, only Union officials can. Mr. DesAngles did
6 not promote harmony by screaming and hollering at me the
7 entire time we were on the phone.

8 I charged Mr. DesAngles with violating
9 Article IX, Section 7(b) (2) in failing to uphold the
10 Oath of Loyalty to members and failing to uphold the
11 oath of his office.

12 Mr. DesAngles conducted himself in a manner
13 bringing reproach upon the Union by screaming at me, a
14 fellow member; by using profanity; and telling me to
15 fuck off; by threatening -- for threatening me for
16 exercising my rights; by demeaning me for asking
17 questions; and failing to calmly explain why I should
18 stop moving my grievance forward, stating I was being
19 selfish and greedy for simply exercising my contractual
20 rights. My witness was in the room and will testify to
21 the same thing.

22 Mr. Mark DesAngles also violated the Oath of
23 Loyalty in failing to use his energies to perform
24 duties, failing to act solely for the members, failing
25 to protect the members' interests, and failing to

Exhibit #20 Transcripts Geoff Wik Hearing against IBT BA Mark DesAngles

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1 promote harmony.

2 Mr. DesAngles failed to use his energies to
3 perform his duties in using his time to call me up out
4 of the blue, berate me for filing a grievance, a right I
5 am guaranteed under the Constitution bylaws and Railroad
6 Labor Act.

7 Mr. DesAngles failed to act solely for members
8 when he instead yelled I should be lucky to get
9 anything, when he stated I had no rights, only the Union
10 officers do, when he immediately began to argue about my
11 grievance instead of asking me about my concerns and
12 listening to me.

13 Mr. DesAngles failed to protect the members'
14 interests by refusing to look into my grievance and
15 stating I should be lucky I got anything for a raise.
16 Mr. DesAngles failed to promote harmony when he used
17 profanity at me, yelled at me. Also, he could not and
18 would not have a reasonable conversation about my
19 concerns.

20 Mark failed to articulate the Union's
21 fundamental mission and purpose, as outlined in the
22 Teamsters' Constitution; to serve, organize and educate
23 members as stated in the Best Practices for Teamster
24 Business Agents and Representatives Training book.

25 I charged Mark DesAngles for violating

Exhibit #20 Transcripts Geoff Wik Hearing against IBT BA Mark DesAngles

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1 Article IX, Section 7(b)(5) by disruptive, interfering
2 conduct which harmfully affect his performance of the
3 Union's legal and contractual duties. Mr. DesAngles was
4 disruptive and interfering when he mislead me about the
5 proper grievance procedures and policies.

6 He failed to even point to a single place in
7 the contract where it stated I could not bring a
8 grievance and I should not care that my pay was not
9 being calculated correctly.

10 Mr. DesAngles was destructive and interfering,
11 because he caused me to experience a severe mental
12 health break from his yelling, cursing and degrading
13 behavior towards me. I was forced to take a medical
14 leave as a result.

15 I charged Mark DesAngles with violating
16 Article IX, Section 7(b)(10) making threats to a Union
17 member for exercising rights under the Teamsters'
18 Constitution, which includes a right to speak and to
19 participate in Union affairs.

20 Mark DesAngles made threats to me for
21 exercising my rights under the Teamsters' Constitution
22 when he stated I could not file a grievance, I should be
23 lucky I got a my contractual compensation, "You should
24 be happy with what you got," and by his intimidating
25 demeanor about how the grievance process works, and

Exhibit #20 Transcripts Geoff Wik Hearing against IBT BA Mark DesAngles

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1 failed to provide any objective evidence or proof that
2 that was the case.

3 I charged Mark DesAngles with violating
4 Article IX, Section 7(b)(12) by interfering with work of
5 the Union or unreasonably failing to cooperate in the
6 investigation.

7 Mr. DesAngles interfered with the work of the
8 Union by stating in the future any filing of grievances
9 by me will be ignored and automatically dismissed
10 without merit just because my name was on it.

11 Mr. DesAngles interfered with the work of the
12 Union by misstating my grievance rights. Mr. DesAngles
13 interfered with the work - pardon me -- of the Union by
14 using intimidation and foul, demeaning and degrading
15 language to me to withdraw my grievance.

16 Mr. DesAngles failed to cooperate in an
17 investigation of the Union by not working to resolve my
18 grievance and by threatening me to get me to withdraw my
19 grievance.

20 Due to the nature of the these violations, I
21 want him to be removed from holding the position of
22 business agent. I want him never to hold a position of
23 authority within the Union again.

24 Thank you very much for your time.

25 Geoffrey Wik.

Exhibit #20 Transcripts Geoff Wik Hearing against IBT BA Mark DesAngles

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1 CHAIRMAN GRISWOLD: All right. Geoff, do you
2 have any witnesses?

3 MR. WIK: I do have a witness. My first
4 witness is my wife, Jennifer.

5 CHAIRMAN GRISWOLD: Good morning.

6 THE WITNESS: Good morning.

7 CHAIRMAN GRISWOLD: You're the first witness
8 for Geoffrey. Please state your name.

9 THE WITNESS: Jennifer Spencer-Wik.

10 CHAIRMAN GRISWOLD: Go ahead, Geoff.

11

12 DIRECT EXAMINATION

13 BY MR. WIK:

14 Q On the day in question, which is -- sorry --
15 I'm a little flustered. On January 8th after work
16 sometime, I believe, I received a phone call.

17 Do you happen to recall that conversation or me
18 getting that phone call.

19 (Reporter clarification.)

20 A Yes, I do recall the phone call.

21 Q So on January 8th at approximately
22 3:00-something -- 4:00 -- I don't know what the exact
23 time was. You -- you -- got the phone call -- I got the
24 phone call, obviously.

25 Where were you at in the room?

Exhibit #20 Transcripts Geoff Wik Hearing against IBT BA Mark DesAngles

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1 A Well, our couches sit in kind of an L pattern.
2 And you were in one corner of the L, and I was on the
3 far corner on the other side of the room.

4 Q Okay. And how was my demeanor when I got the
5 phone call?

6 A You saw who it was --

7 THE REPORTER: Okay. Stop, please. The
8 witness really needs to speak up.

9 THE WITNESS: He saw who it was on the phone,
10 and he was kind of irritated but he answered it.

11 BY MR. WIK:

12 Q Would you like to elaborate on the phone call
13 in your version of events or how you -- what you heard?

14 A Well, both of you started out pretty hostile
15 and he was so -- Mr. DesAngles was so loud that I could
16 hear him from across the room, and you didn't have it on
17 speaker phone. And he was swearing up and down about
18 this, that, and the other thing.

19 And I didn't quite understand everything he was
20 talking about, but it was about a grievance that you had
21 filed. And he wanted you to drop -- drop the grievance,
22 and he didn't think that you needed any of the
23 information that you got in your grievance.

24 And he just kept swearing, which was kind of
25 weird because I don't normally hear grown men swear like

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1 that, and I grew up in a house with a meek. And I
2 married a meek. And -- yeah -- yeah. That doesn't --
3 so if anybody needs to ask in our household who has the
4 worst potty mouth, it would be me more than him.

5 So it was kind of surprising to hear somebody
6 talk to him that way. But it went on for about 10 to
7 15 minutes, and then at the end of the phone
8 conversation, Mr. DesAngles told Geoff to fuck off and
9 hung up on him.

10 And I was -- I was thrown back a little bit.

11 Q In that conversation, obviously, you're
12 probably -- he didn't -- do you recall what -- if we
13 were arguing, if we were just basically yelling at each
14 other over nothing or...

15 A Well, you were asking him why -- why he felt
16 that you needed to drop your grievance. And he didn't
17 really explain it, and you kept asking, and he would
18 talk over you. And he wouldn't really -- I don't know
19 how to say it. He wouldn't --

20 (Reporter clarification.)

21 THE WITNESS: I'm trying to think how to put
22 it.

23 He didn't really give Geoff the opportunity to
24 ask his questions. Like, he would -- Geoff would start
25 to say something, and Mr. DesAngles would get really

Exhibit #20 Transcripts Geoff Wik Hearing against IBT BA Mark DesAngles

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1 upset or more angry or I don't know what, and just kind
2 of talk over him and swear about, you know, that he --
3 that Mr. DesAngles knew that the way the grievance
4 worked and Geoff didn't.

5 Well, Geoff was a shop steward for a long time,
6 and I watched him read that contract up and down; so I
7 know he knows how grievance works. But Mr. DesAngles
8 kept telling him, no, that's not how it works. It --
9 you know, only a Union person can bring a grievance, not
10 a member.

11 MR. WIK: I think that's all I have for her.

12 CHAIRMAN GRISWOLD: Okay. Mark, you're getting
13 the opportunity to ask some questions.

14

15 CROSS-EXAMINATION

16 BY MR. DES ANGLES:

17 Q You said you were on the other side of the
18 room?

19 A Yes.

20 Q And the phone was not on speaker?

21 A No.

22 Q And from the other side of the room, the phone
23 was not on speaker, you listened to the entire
24 conversation? You heard every word of that
25 conversation?

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1 A I didn't hear every word.

2 Q You seemed to be making some really specific
3 charges as to what you heard.

4 A Because you were really loud.

5 Q So you were across the room and the phone was
6 not on speaker --

7 A Yes.

8 Q -- and you heard the words to that?

9 A Yes.

10 MR. DES ANGLES: No further questions.

11 MR. WIK: Can -- can I rebuttal that?

12 CHAIRMAN GRISWOLD: You can follow up, yes.

13

14 REDIRECT EXAMINATION

15 BY MR. WIK:

16 Q So if you may, in feet-wise approximately, and
17 being, you know, your background that we remodeled our
18 home together --

19 A I would say I was probably 13 and a half, maybe
20 14 feet away. But our house is really quiet. I mean,
21 our house isn't loud. We have eight-foot ceilings; so
22 it's -- you know, when someone's loud on the phone, it's
23 easy to hear it.

24 CHAIRMAN GRISWOLD: Mark, any follow-up
25 questions?

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1 You don't have any questions?

2 MR. DES ANGLES: No.

3 CHAIRMAN GRISWOLD: All right.

4 MR. WIK: I do have one more question for her.

5 BY MR. WIK:

6 Q When we're in our bedroom --

7 A Yeah? You can hear everything.

8 Q And can our children hear it?

9 A Everything.

10 CHAIRMAN GRISWOLD: Anything else?

11 MR. DES ANGLES: I have nothing else.

12 CHAIRMAN GRISWOLD: All right. Thank you very
13 much.

14 THE WITNESS: No problem.

15 CHAIRMAN GRISWOLD: Do you want to get your
16 next witness?

17 MR. WIK: Sure.

18 CHAIRMAN GRISWOLD: Good morning. This is a
19 witness for Geoffrey Wik.

20 Would you please state your name.

21 THE WITNESS: Kevin Bybee.

22 ///
23 ///
24 ///
25

DIRECT EXAMINATION

Exhibit #20 Transcripts Geoff Wik Hearing against IBT BA Mark DesAngles

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1 BY MR. WIK:

2 Q Good morning, Kevin.

3 A Good morning.

4 Q So I brought in Kevin as a witness. As I
5 mentioned in my readings about other Union members and
6 how I'm not the only one that this has happened to and
7 to basically testify on a conversation that I was a
8 witness at, both Kevin and I, and I didn't mention it in
9 anything I said.

10 I'm going to let Kevin testify of the
11 conversation that happened. I don't know if you
12 maybe -- pardon me -- remember the date and time or
13 anything like that, but if you can elaborate and give us
14 your version of what may have happened on the day in
15 question?

16 A Yes. I don't know the exact date and time, but
17 it was in 2016. I had filed a grievance. I don't
18 recall -- in 32 years, I filed two grievances.

19 And at the time, Mr. Wik was my alternate shop
20 steward. So he was present at this meeting, and the
21 meeting basically -- it didn't get out of hand or
22 anything. But what was being told to us did not seem
23 professional.

24 We were told to stop filing grievances. We're
25 tired of -- and this is Mr. DesAngles saying this -- I'm

Exhibit #20 Transcripts Geoff Wik Hearing against IBT BA Mark DesAngles

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1 tried of getting calls from around the system. And on
2 my specific grievance was told that it will not affect
3 the vote. It had to do with a vote for our contract.

4 And no real explanation of why these things
5 should stop, our grievances. I mean, I think that's
6 your right, but that's just basically what it was. It
7 wasn't -- you know -- so that's just my experience
8 with -- with Mr. DesAngles. And that was pretty much
9 the only incident.

10 I don't feel that it's in the best interest of
11 a business meeting to tell its members to not file
12 grievances if they feel they should.

13 MR. WIK: I have no other questions.

14 CHAIRMAN GRISWOLD: Mr. DesAngles?

15

16 CROSS-EXAMINATION

17 MR. DES ANGLES:

18 Q Good morning, Mr. Bybee.

19 So you say you had no exact time, you say in
20 2016?

21 A Correct.

22 Q Do you have any idea if it was in the end,
23 middle of 2016?

24 A It was before the contractual vote and after I
25 had filed a grievance on that.

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1 Q And can you tell us what your grievance was
2 about?

3 A It was on the vote for -- it was on the vote
4 for our contract, where our contract was going to allow
5 us to pay into our retirement plan. In our -- in our
6 existing contract at the time, it said if we were going
7 to be offered something that we should be given -- the
8 effected people which was United's side, because we did
9 not have a retirement plan; that we would be able to
10 vote on whether we wanted a certain one or not.

11 And this vote was going to affect us but also
12 Continental members were going to vote on the same
13 thing; so their vote was going to kind of skew whether
14 the United people would want something or not, under
15 their own contract.

16 Q So where did the meeting take place?

17 A It was in the Union office after the grievance
18 was placed.

19 Q Who was present at the meeting?

20 A I believe it was you, Geoffrey, John Schultz,
21 Javier Lectora, Fred Wood, John Laurin. That may not be
22 everybody. I may have forgotten somebody but that's
23 about it.

24 Q And --

25 A To my best knowledge.

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1 Q Okay. Fine. That's fine.

2 You said that I -- that you had -- this was
3 only the second grievance you filed in 32 years?

4 A Correct.

5 Q And yet you also say that I told you to stop
6 filing grievances?

7 A Well, so there was more than just me. It
8 was -- it was after I filed this grievance that the
9 meeting was called, and there was other grievances
10 filed, apparently.

11 Q So was this meeting to discuss your grievance
12 or to discuss other grievances?

13 A At the time, I was under the impression it was
14 going to be about mine, and mine was brought up. You
15 had stated the mine would not affect the vote which was
16 the whole reason for mine, and it may have affected
17 other ones too.

18 But that was, you know -- being told that we
19 should stop filing grievances regardless of whether it
20 was because I filed one -- because at that point, I
21 think, that might have been my second one.

22 But my first one had nothing to do with that
23 one. So it wasn't like I was filing a whole bunch of
24 grievances on the same subject.

25 Q Do you remember what other dispute --

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1 grievances were discussed, if any?

2 A I believe it had to do with pensions as well.
3 And I believe it was Harry Beier's, and I believe it was
4 John Schultz as well.

5 MR. DES ANGLES: Thank you. No further
6 questions.

7 CHAIRMAN GRISWOLD: Thank you.

8 MR. WIK: I have one more question.

9 CHAIRMAN GRISWOLD: Go ahead.

10

11 REDIRECT EXAMINATION

12 BY MR. WIK:

13 Q When Mark DesAngles was addressing you, was he
14 addressing just you or was he addressing me,
15 John Schultz and you, and was it just your grievance or
16 was it possibly all grievances?

17 A At the beginning when he was saying, you know,
18 you've got to stop filing grievances, I -- it was like
19 he was talking to all of us. When it was the "It will
20 not affect the vote," I don't know.

21 It was -- he wasn't directing it, but I'm s- --
22 you know, that -- that was my grievance. So...

23 MR. WIK: I have no further questions.

24 MR. DES ANGLES: I have just one.

25 ///

Exhibit #20 Transcripts Geoff Wik Hearing against IBT BA Mark DesAngles

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1 RE CROSS-EXAMINATION

2 BY MR. DES ANGLES:

3 Q I just want to be brief. So you're saying --
4 you're saying that I told you to stop filing grievances
5 because it won't affect the vote?

6 A No. That's not what I'm saying. The -- the
7 "stop filing grievances" was prior to that. Towards the
8 end of this meeting was when you said that, you know,
9 this will not affect the vote. And that was what my
10 grievance was about.

11 MR. DES ANGLES: No further questions.

12 CHAIRMAN GRISWOLD: Thank you very much.

13 Thanks, Kevin.

14 Geoffrey, do you have anything else?

15 MR. WIK: At this time, I don't have anything
16 else.

17 CHAIRMAN GRISWOLD: Okay.

18 All right. Mr. DesAngles, do you have an
19 opening statement?

20 MR. DES ANGLES: Yes. I have been a proud
21 Teamster member since 2008 and I've been a business
22 agent --

23 THE REPORTER: Mr. DesAngles, please speak up.

24 CHAIRMAN GRISWOLD: Please speak slowly, loud
25 and slowly.

Exhibit #20 Transcripts Geoff Wik Hearing against IBT BA Mark DesAngles

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1 MR. DES ANGLES: I have been a proud Teamsters
2 member since 2008 and a business agent assigned to the
3 UAL account at SFO since 2015. I have at all times
4 faithfully performed all duties assigned to me, never
5 engaged in any conduct that would interfere with the
6 Union's performance of its legal or contractual
7 obligations and always honored my Oath of Office.

8 And I have not violated Article X,
9 Section 7(b)(1), (2), (5), (10), or (12) of the IBT
10 Constitution or Section 15(a), 20(e) or 30 of
11 Local 986's bylaws as Mr. Wik asserts.

12 As the evidence will show, at no time did I
13 attempt to intimidate Mr. Wik to withdraw his grievance.
14 In fact, the grievance at issue had only been filed with
15 the carrier at Step 1 of the grievance process, the day
16 before my conversation with Mr. Wik, which occurred on
17 January 8, 2021.

18 And at that point, the carrier still had 9 days
19 left to respond out of the total 10-day response period,
20 which I made very clear to Mr. Wik, apparently, to no
21 avail.

22 The evidence will further show that the
23 grievance was, in fact, heard at a Step 2 hearing, and
24 after the Step 2 answer was received from the Company,
25 the SFO Grievance Committee determined that the

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1 grievance lacked merit.

2 This grievance, like all others that we
3 service, was handled by the SFO Grievance Committee
4 completely in accordance with the Collective Bargaining
5 Agreement and within the framework of serving all our
6 members to the best of our ability while maintaining at
7 all times the highest standard of fiduciary
8 responsibility.

9 At no time during my conversation with Mr. Wik,
10 did I state that he had no business filing a grievance
11 because only the Union can file grievances, nor do I
12 believe such nonsense.

13 Additionally, at no time during our
14 conversation, did I state that he did not deserve the
15 numbers for the reset calculation and that he should be
16 glad for what he received or any other words to that
17 effect. In fact, we never spoke about the specific
18 content of this particular grievance.

19 Contrary to Mr. Wik's claim, I did not yell and
20 scream at him during our conversation. The converse is
21 actually true. Mr. Wik was irate from the second he
22 answered the phone and was yelling and screaming at me
23 throughout our conversation.

24 He kept accusing me of failing to respond to
25 his e-mails. I denied doing so and we subsequently

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1 established that he had sent the e-mails to the address
2 of a former business agent, Richard Petrovsky, at Rich's
3 old e-mail address instead of to me.

4 Several times during our conversation, I tried
5 to get Mr. Wik to calm down but he simply would not. He
6 also kept demanding that I immediately move his
7 grievance to the second step of the grievance process.

8 I explained to him that what he was requesting
9 was impossible because the grievance had just been
10 submitted to the Company the day before, according to an
11 e-mail I had received from the SFO Grievance Secretary,
12 John Johnson. Again, no amount of explaining or
13 reasoning could get Mr. Wik to calm down.

14 The one and only allegation contained in
15 Mr. Wik's charges, which is, indeed, accurate, is that
16 after listening to him yell and scream at me for nearly
17 20 minutes and accuse me of failing to respond to his
18 e-mails that I had simply no knowledge of and had not
19 received and screaming at me that I should move his
20 grievance to second step, I let my emotions get the best
21 of me, and I told him to fuck off and I hung up the
22 phone.

23 This I truly regret, and for this I truly
24 apologize. That was out of character for me and it will
25 not be repeated. However, any suggestion that I have

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1 done this on any prior occasion is simply untrue. I
2 have never yelled at Mr. Wik or mocked Mr. Wik or
3 treated Mr. Wik disrespectfully.

4 And for all the foregoing reasons, I will
5 respectfully request that this trial board find that I
6 have not violated the Constitution and/or Local 986's
7 bylaws as alleged in these charges filed by Local 986
8 Member Geoffrey Wik against me and dismiss the charges
9 accordingly.

10 CHAIRMAN GRISWOLD: Thank you.

11 Do you any evidence to present?

12 MR. DES ANGLES: Yes, I do.

13 CHAIRMAN GRISWOLD: We'll list this exhibit as
14 D-1, DesAngles.

15 (Exhibit D-1 was marked for identification
16 and received in evidence by the Chairman.)

17

18 DIRECT EXAMINATION

19 MR. DES ANGLES: This document is a text that I
20 have from Chris Griswold and has been -- and I think it
21 was -- it might have been attributed to why Mr. Wik was
22 so upset with me.

23 Normally -- normally, the other business agent,
24 Gary Estanbo (Phonetic) and myself, normally conduct any
25 conversations at all with grievance, whether in person

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1 or on the phone, we conduct them together. Now, I
2 received this text from Clacy on Thursday, January 7th,
3 the day before my conversation with Mr. Wik.

4 And the reason I'm showing it to you is to
5 explain how I ended up having to talk to Mr. Wik without
6 the other business agent present. As you can see, this
7 is a conversation that says, please see the local
8 member, Mr. Wik.

9 When I originally saw this text, I was driving
10 and I scanned it and went immediately down to "You'll be
11 getting a call today." And I misunderstood his text.
12 And the expectation from Clacy was that I was going to
13 reach out to Mr. Wik, and I understood it, and I never
14 went back to it.

15 And that's my mistake. I did misunderstand
16 that Geoff Wik was going to call me. I saw the "You'll
17 be getting a call today."

18 Now, as a result, I received the call just
19 before 3:00 p.m. on Friday, the next day, from Clacy
20 asking if I had spoken to Mr. Wik, and I told him, no,
21 he hasn't called me yet.

22 At which time, I learned of my mistake. Now,
23 ordinarily, I would have taken the time to call the
24 other business agent and say, hey, we've got to call
25 Mr. Wik.

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1 But I felt embarrassed that I had misread this
2 document, this text; so I decided to call him at that
3 moment sitting in my car in the parking lot to a grocery
4 store, but I had no idea what I was in store for.

5 Now, in retrospect that was, honestly, a
6 mistake on my part. Now, the conversation with Mr. Wik,
7 as I said, happened at approximately 3:00 p.m. Now, I
8 want to be clear, there were only two topics to that
9 conversation.

10 Now, after I apologized -- and I will say the
11 first thing that I did was apologize for not calling him
12 the previous day because I had some miscommunication.
13 That's the first thing I did, but it was evident that
14 Mr. Wik was irate from the second I answered the phone.

15 Again, there were only two other topics,
16 outside of that apology, that we were -- that we
17 discussed. The first one -- he kept telling me and
18 yelling at me that I nev- -- why don't you respond to my
19 e-mails? And bullshit, and on and on.

20 And I kept telling him, I have not received any
21 e-mails from you. I don't know what you're talking
22 about. And why are you yelling? Calm down. I have not
23 received your e-mails. I answer all e-mails, and I
24 promise you, if I would have received one, I would get
25 back to you.

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1 And he continued yelling and screaming.
2 Eventually I said, look, this is my e-mail address, and
3 I gave it to him. Write it down. Because if you
4 haven't been using that, you haven't been e-mailing me.

5 Now, after I gave him my contact information,
6 he immediately switched gears into, what about my
7 grievance? And -- and, you know, he kept saying that's
8 bullshit. You need to move it to Step 2 today. You
9 need to move it to Step 2 today.

10 And I kept repeatedly telling him that I had
11 just received an e-mail from the grievance secretary and
12 it was fresh on my mind that -- that shows that the
13 grievance had literally just been submitted to the
14 Company the day before.

15 And I'm going to explain the grievance process
16 to you, so that you're familiar with how we conduct our
17 process. And the reason I'm going to do so is that
18 you'll see that it is highly unlikely that Mr. Wik's
19 version of events could be true based upon what I'm
20 going to show you.

21 But before that, I'm going to show you how it
22 is that -- I want to corroborate my version of what we
23 discussed.

24 CHAIRMAN GRISWOLD: Stop for one second, Mark.
25 Mark is handing out a second document. It will

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1 be listed as D-2.

2 (Exhibit D-2 was marked for identification
3 and received in evidence by the Chairman.)

4 (Reporter clarification.)

5 CHAIRMAN GRISWOLD: D, for DesAngles, D.

6 MR. DES ANGLES: Is everyone on -- does
7 somebody have something different than this?

8 MR. WIK: No. I have the same, yeah.

9 MR. DES ANGLES: Everybody has the same thing?
10 Okay.

11 CHAIRMAN GRISWOLD: Dated January 8th, 2021 at
12 5:10 p.m.

13 MR. DES ANGLES: As I said, Mr. Wik immediately
14 started screaming at me that I never respond to his
15 e-mails. And even after our conversation, which lasted
16 about 20 minutes, and I said -- as I said, it took place
17 at approximately 3:00 p.m.

18 Just after our conversation, Mr. Wik, who
19 apparently says that I stressed him out so much, had
20 enough wherewithal to go ahead and send me a document,
21 and you can see it's from Geoffrey Wik, Friday,
22 January 8th at 3:37 p.m., and it says -- the subject is:

23 "This is to you. Are you going to
24 respond to me or are you not feeling me as a
25 business representative?"

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1 And then if you look down to the original 2, it
2 says: Mark DesAngles at -- and the address is
3 arbitrosity@teamsterssfo. He was sending e-mails to the
4 wrong person. And my response here -- and it was, I
5 think, the first step in getting someone to respond to
6 you is to have the correct contact information. By the
7 way, I even gave him the spelling of my name.

8 So even after I told him that, and I assured
9 him, that I have not been receiving e-mails from him.
10 And even after him knowing that he had been sending them
11 to the wrong place and that it was a false accusation,
12 of course, there wasn't no, oh, I'm sorry about that.

13 And instead we get this fabricated ordeal of a
14 phone call that Mr. Wik has made up. But that
15 corroborates what we talked about. It doesn't match
16 that.

17 Now, as I said, Mr. Wik immediately segued,
18 after I gave him my contact information, to screaming at
19 me that "You need move my grievance to second step."
20 All right? And, as I said, I could not move that
21 grievance to second step, because according to my
22 records, it had just been submitted to the Company the
23 previous day.

24 Let me now pause to give out my next exhibit.

25 CHAIRMAN GRISWOLD: This exhibit will be D-3.

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1 (Exhibit D-3 was marked for identification
2 and received in evidence by the Chairman.)

3 MR. DES ANGLES: This document is a document to
4 which I've referred. It's the e-mail exchange -- an
5 e-mail to me or an e-mail exchange, I should say,
6 between myself and the grievance secretary, John
7 Johnson, at SFO.

8 As we can see, it is dated on January 7th, the
9 original e-mail, and it says -- addressed to Mr. Guio,
10 G-u-i-o.

11 "Please find the attached Step 1
12 grievance for your review and acknowledge
13 as received. As per Article XIX of the
14 CBA, you have ten days to return a signed
15 response."

16 This was from our grievance secretary. And if
17 you look at page 2, it is Mr. Wik's grievance as entered
18 into the grievance tracking system. And the signature
19 of the grievant is Mr. Wik's signature, and it's dated
20 1/7/2021.

21 My response to JJ, when he sent this e-mail
22 was:

23 "Please make sure to scan and upload
24 the original complaint when you get a chance."
25 And he said, "Will do."

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1 Now, how does that response line up with the
2 accusations that I was demanding the grievance be
3 withdrawn? And if -- if, in fact, I believed that only
4 the Union could submit grievances, then I must also
5 believe that only the Union can withdraw the grievance.

6 And why would I not just simply, if I wanted
7 the grievance withdrawn, order it withdrawn? So
8 Mr. Wik's testimony is just not lining up.

9 Now, just to explain the process briefly at
10 SFO, so you understand the significance of this, when a
11 complaint is submitted to management, they have 10 days
12 to orally respond. If that answer is found to be
13 inaccurate, it is moved to the first step. And that is
14 submitted, as you see, to the Company, and the Company
15 has 10 days to respond once it is submitted.

16 After the grievance received a written response
17 by the Company, it is reviewed by an SFO Grievance
18 Committee. That consists of the grievance coordinator,
19 a grievance secretary and four chief stewards. The
20 business agents are not part of that grievance
21 committee. We are only called in if asked.

22 When the Grievance Committee decides, if they
23 decide, they move that grievance to the second step if
24 the answer is inadequate. Now, at that point they do a
25 second step hearing. Again, the chief steward does that

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1 hearing.

2 The grievant has an opportunity to present and
3 attend, and after the second answer -- the second step
4 answer is received by the Grievance Committee and
5 reviewed, if they believe the grievance still has merit,
6 it is pushed to third step, which is the system board of
7 adjustments step.

8 And that is where the business agents take
9 care -- take over responsibility, full responsibility,
10 for that grievance. And that responsibility is
11 maintained until such time the grievance is either
12 withdrawn or it is adjudicated, either through the
13 system board hearing, or in another step in arbitration.

14 Now, I explained that because I told Mr. Wik
15 repeatedly I cannot withdraw -- I mean, I cannot move
16 the grievance to second step. I cannot do that. We are
17 waiting for an answer from the Company; right? Well,
18 I'm not -- I don't have the power to do that.

19 We have a process; right? It is impossible per
20 our Collective Bargaining Agreement for me to move the
21 grievance to second step when we have not even received
22 the first step answer.

23 Mr. Wik kept screaming and yelling at me,
24 demanding to undo it. And, frankly, it got a little bit
25 (inaudible).

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1 Now, I will show you with my next document --
2 I'll pause to pass out the next bit of evidence here.
3 I'm going to take you through the process with this
4 grievance, because I think it's important, the entire
5 process with this grievance.

6 So you can see that all of our actions and all
7 of my actions, in particular, were carried out with the
8 upmost respect for our process.

9 CHAIRMAN GRISWOLD: Okay. One second. This
10 will be D-4.

11 (Exhibit D-4 was marked for identification
12 and received in evidence by the Chairman.)

13 MR. DES ANGLES: This is the same grievance
14 after it has received a response. If you compare it to
15 the first -- the one I just gave out, there was no
16 answer on the grievance -- on the to be completed by
17 supervisor page, which is on page 2.

18 As you can see, this document has received an
19 answer. And it received an answer, and it says, "please
20 see attached." And that answer was received on
21 January 12th, 2021. And the answer is given. We won't
22 get into the answer, but we'll get into what happened in
23 the process, which I believe is important to corroborate
24 my side of the events.

25 Now, after that answer was received, the SFO

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1 Grievance Committee reviewed the grievance and decided
2 to close it out. All right? At that time, they
3 withdrew it and sent a closeout letter to Mr. Wik.

4 And I will pass out that closeout letter now as
5 our next exhibit.

6 CHAIRMAN GRISWOLD: So that's Exhibit D-5.

7 (Exhibit D-5 was marked for identification
8 and received in evidence by the Chairman.)

9 MR. DES ANGLES: This closeout letter was sent
10 to Mr. Wik after the first step answer was reviewed by
11 the Grievance Committee. Again, it's -- we are not part
12 of that committee. As you can see, it says,

13 "Will serve as notification to you of
14 the closure of said Step 1 grievance. The
15 SFO Grievance Committee met and reviewed both
16 the Company's answer and our CBA. The
17 grievance lacks sufficient merit to advance to
18 Step 2 and will be withdrawn."

19 Now, Mr. Wik was sent that on or about
20 January 20th. I received an e-mail from Mr. Wik
21 approximately eight days later. And I will share with
22 you that e-mail as my next piece of evidence.

23 CHAIRMAN GRISWOLD: The document will be listed
24 as D-6.

25 ///

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1 (Exhibit D-6 was marked for identification
2 and received in evidence by the Chairman.)

3 MR. DES ANGLES: The e-mail below says,

4 "To whom it may concern -- "

5 And this time he had my correct e-mail address.

6 "To whom is concern, I have asked that
7 the decision regarding my grievance be
8 appealed -- "

9 And I'll leave it to the Committee if they want
10 to read the rest. But my job, when a grievant sends an
11 appeal like this, my job is to review the situation and
12 once we established that Mr. Wik was asking for an
13 appeal, we decided to -- Javier Lectora and I decided to
14 look into it.

15 And I'll give you a few seconds to read the
16 e-mail. All right. As you see, there's quite a lot in
17 that e-mail.

18 So Javier and I decided to look at the
19 situation and we did. We investigated the situation,
20 looked at the contract very carefully. And we then --
21 and also sought the advise of counsel. And afterwards
22 we made the decision to reinstate that grievance.

23 We made that decision, the business agents.
24 The same grievance that I, apparently, was telling him
25 to withdraw, made the decision to reinstate that

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1 grievance. And, as you can see, I e-mailed Mr. Wik
2 personally with that decision to reinstate the
3 grievance.

4 There was a second step hearing on March 4th of
5 2021. At that time, Mr. Wik was given the opportunity
6 to show up for the hearing and did not. The other
7 grievant who had a similar grievance did show up.

8 And there was a hearing, and we received an
9 answer for that hear -- for that second step, and I'm
10 not going to share that with you, because it's -- it's
11 not the point. But what I will say is that the
12 Grievance Committee, again, after reviewing the second
13 step hearing answer, at this point, decided to close out
14 the grievance because there was no additional
15 information provided from the grievants as had been --
16 at the second step hearing.

17 This will be my next piece of evidence.

18 CHAIRMAN GRISWOLD: This will be D-7.

19 (Exhibit D-7 was marked for identification
20 and received in evidence by the Chairman.)

21 MR. DES ANGLES: As you can see, the grievance
22 was eventually closed out after receipt of the Company
23 answer with the grievance.

24 Now, I've shared this entire process with you,
25 so you can see that the actions that I took and that of

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1 the Committee don't line up with the wild accusations
2 that Mr. Wik is making.

3 Now, back to our phone call. I tried over and
4 over to get him to calm down, you know? I tried to make
5 him understand that I could not push his grievance to
6 the second step; that we needed to wait for the process
7 which is get a first step answer first.

8 And you can see, the grievance was at first
9 step awaiting a response, but he could not and would not
10 accept those facts.

11 I'm, honestly, embarrassed that Mr. Wik came
12 and presented the case he presented and how he did it.
13 Now, we never at any time in that conversation discussed
14 the particulars of that grievance, nothing, the
15 grievance, the merit of the grievance, the particulars
16 of the grievance, nothing.

17 He was yelling at me for damn near 10 minutes,
18 5 minutes, first, just for not answering his e-mails,
19 which turned out to be false. And then he's demanding
20 that I do something I didn't have the authority to do.
21 And he would not take my explanation; that I could not
22 do it, he would not accept it.

23 Now, we never, as I said, discussed the
24 particulars of the grievance. I never spoke to him
25 about withdrawing the grievance. Why would we withdraw

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1 a grievance before it ever got the first step answer?
2 That simply makes no sense. I have never seen that
3 happen in my 30 years of experience.

4 Likewise, as far as me saying that I said that
5 I -- he should be happy for what he got. Again, I ask
6 you to look at the facts, that that grievance was
7 waiting for an answer. Is it likely that I would have
8 engaged in that conversation when he had not even
9 received a first step response from the Company.

10 That -- I don't even know what that means.
11 Now, as to his claim that I said only the Union can file
12 a grievance, that's ludicrous on its face. Again, it is
13 a topic that we did not discuss in any way on that
14 phone, in anyway, shape, or form. It's a pure
15 fabrication as is everything else that Mr. Wik has
16 asserted here today.

17 That brings me to the end of our conversation,
18 that, you know, after listening to Wik yell at me for at
19 least 20 minutes, I definitely lost my cool. So maybe
20 not everything, there was one thing that was accurate
21 about Mr. Wik's assertion.

22 You know, I let my familiarity with Mr. Wik get
23 the best of me, you know? Wik had been a shop steward
24 previously for several years as a team in our office
25 several times a week. I got to know him, so I thought.

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1 Anyway, I let that familiarity with him alone
2 with my rising anger over his complete disrespect get
3 the best of me, and at the end of that call I said,
4 "Fuck off, Geoff." And I hung up the phone.

5 And I sincerely, as I said, regret that and I
6 apologize for that. And it was an unfortunate action,
7 but I am human, and I made a mistake. And I regret that
8 mistake, and it will not be repeated.

9 But Wik's assertion that I yell at him, mocking
10 him, treating him disrespectfully, is a boldface lie.
11 And he has not presented any evidence to corroborate
12 that nonsense.

13 As I stated before, Wik spent -- Mr. Wik spent
14 a ton of time in our office and Javier Lectora has been
15 present for much of -- well, ever- -- almost every
16 single encounter I've ever had with Mr. Wik.

17 And as such, I would like to call as my
18 witness, my first witness, Mr. Javier Lectora.

19 CHAIRMAN GRISWOLD: Hold on for a second. You
20 testified as a witness, currently; so Mr. Wik has an
21 opportunity to ask some questions.

22 MR. WIK: Oh, absolutely. Okay.

23 ///

24 ///

25 ///

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CROSS-EXAMINATION

BY MR. WIK:

Q Yes. Good morning. So, Mark, do you know why we're here?

A Yes, sir.

Q And why are we here?

A Because you --

CHAIRMAN GRISWOLD: I think that's already been stated in the record, Geoff, that you filed a charge. That's already in the record. So...

MR. WIK: Okay.

BY MR. WIK:

Q Mark, what are the charges?

A Do you want me to read them to you?

Q Yeah.

A Is that what you're asking?

Q Yeah.

CHAIRMAN GRISWOLD: The charges have already been introduced into the record; so we don't -- we don't need to go through that.

MR. WIK: Okay. That's fine.

BY MR. WIK:

Q Mark, I handed you a binder along with all the other panelist; right? Have you looked at that?

A You failed to point to any exhibits during your

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1 presentation.

2 Q I'm doing it right now. I mean, look at that.

3 A Do you want me to look at something in
4 particular?

5 Q Yeah.

6 CHAIRMAN GRISWOLD: Do you have a specific
7 question?

8 MR. WIK: Yes.

9 CHAIRMAN GRISWOLD: If you have a specific
10 question in regard to your documents you present, please
11 ask the question.

12 MR. WIK: Okay.

13 BY MR. WIK:

14 Q Mark, in the exhibit I handed you and the panel
15 there's an array of documents. Okay? In this array of
16 documents are the additional letter of my charges. See
17 there Griswold, Christopher. There's an excerpt of the
18 Constitution. There's also some --

19 CHAIRMAN GRISWOLD: Time out.

20 MR. WIK: Okay.

21 (Reporter clarification.)

22 MR. WIK: Did you have something to say, Chris?

23 CHAIRMAN GRISWOLD: No. I just asked you to
24 slow down for the court reporter so that --

25 MR. WIK: If -- if you decide to do it again,

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1 could you say it louder so she understands?

2 CHAIRMAN GRISWOLD: Sure.

3 MR. WIK: Thank you.

4 BY MR. WIK:

5 Q And there's an excerpt of, I believe, the
6 bylaws and another excerpt of the collective bargaining
7 agreement. And at the back there's an excerpt of the
8 Best Practices for Teamsters Business Agents and
9 Representatives.

10 Are you familiar with most of those documents?
11 I don't expect you to remember, but are you familiar
12 with those documents?

13 Pardon me?

14 A Sure.

15 Q Okay. So those documents back the charges that
16 I have against you, meaning the position.

17 Do you understand the charges against you?

18 A I believe so.

19 Q Okay. In those and charges, I stated the
20 various excerpts of what you have done to violate those
21 charges; am I correct?

22 A You stated falsehoods, three falsehoods, in
23 order to try and prove something that I did not do.

24 Q Okay. So is it false that you took the Oath of
25 Office?

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1 A No, it's not.

2 Q Is it false that you are here to uphold the
3 Constitution?

4 A No.

5 Q So everything I accused you of is not false; is
6 that correct?

7 A Everything that you accused me of saying during
8 that charge -- all the charges on that letter are false,
9 except for one, which is that I told you to fuck off,
10 and I apologized. And I have already admitted to the
11 Board here that I did, in fact, do that.

12 Q Okay. So you're saying the charge that you did
13 not uphold the Constitution is false?

14 CHAIRMAN GRISWOLD: I think he's already
15 answered that.

16 MR. WIK: Okay.

17 By MR. WIK:

18 Q So you agree that we're here for the charges;
19 correct?

20 A Correct.

21 CHAIRMAN GRISWOLD: That was determined by me
22 that we had that clear, and we have that clear; so he
23 was told he had to.

24 MR. WIK: Okay. But he does agree that's why
25 we're here; correct?

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1 MR. DES ANGLES: I thought I answered that
2 already but, yes.

3 BY MR. WIK:

4 Q Okay. And in those charges, I went into
5 your -- how you violated them; correct?

6 CHAIRMAN GRISWOLD: Just hold on for a second.
7 Geoffrey, we know by your opening statement that you
8 went through all the charges one by one, explained to
9 them what your position was.

10 Now, Mark's testimony -- he's already denied
11 that he thinks he has violated all those charges.

12 MR. WIK: Okay.

13 CHAIRMAN GRISWOLD: So just to shortcut it.
14 You've made the allegations; he's denied it. And so if
15 you have some specific questions about what his
16 testimony is --

17 MR. WIK: Okay. Yeah.

18 CHAIRMAN GRISWOLD: This is what it is. It's
19 about specific questions to his testimony.

20 MR. WIK: Okay.

21 BY MR. WIK:

22 Q In your testimony we said that, in our
23 conversation, we did not talk, in particular, about any
24 particulars of the grievance; correct?

25 A That is 100 percent correct.

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1 Q Okay. What was the purpose of your phone call?

2 A I was asked to call you by Clacy Griswold.

3 Q What was the purpose of the phone call
4 conversation?

5 A I didn't know why I was calling. I called you
6 because my boss asked me to call you.

7 Q So you called me and it was blank? You said --
8 other than hello?

9 A Yeah. I had a text that -- you want to refer
10 to the evidence?

11 Q I can refer to D-1.

12 CHAIRMAN GRISWOLD: Can you refer to D-1,
13 please.

14 MR. DES ANGLES: That was why I called you.

15 BY MR. WIK:

16 Q Okay. But you called me on that; right?

17 A That's all the information I had, Geoff.

18 Q What was the conversation to be about?

19 A The text. I didn't know why I was supposed to
20 call you. Clacy never told me why I was supposed to
21 call you. I was doing what I was told. And I called
22 you.

23 Q So you called me and you had no idea what you
24 were going to talk to me about?

25 A No, I did not. I was -- I was --

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1 Q So did you expect for me to have the
2 conversation for you?

3 A If you had --

4 CHAIRMAN GRISWOLD: Hold on. Hold on. Hold on
5 a second. We're not going to engage in back-and-forth
6 arguments. The document speaks for itself.

7 He was directed by Clacy Griswold to give you a
8 call and he calls.

9 MR. WIK: Okay.

10 BY MR. WIK:

11 Q But this document doesn't say what the
12 conversation is supposed to be about, does it?

13 A Exactly.

14 Q So then why did you call me?

15 CHAIRMAN GRISWOLD: I think that was asked and
16 answered, Geoff. Clacy Griswold --

17 MR. WIK: Ask him to tell me.

18 CHAIRMAN GRISWOLD: -- asked him to call,
19 through a text. They did not have a conversation.

20 MR. WIK: Okay.

21 CHAIRMAN GRISWOLD: It was a text saying give
22 you a call, Geoffrey a call.

23 BY MR. WIK:

24 Q So yo don't have an answer of why you called
25 me? You don't know what you're supposed to speak to me

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1 about?

2 CHAIRMAN GRISWOLD: Hold on. Again, you've
3 asked it. He answer is, he doesn't know why he was
4 directed by Clacy Griswold, his coordinator, his boss,
5 his direct boss, to call you. He called you.

6 And he's testified that's all the information
7 he had about the call.

8 MR. WIK: Okay.

9 BY MR. WIK:

10 Q So I'm assuming you called me, then, to yell at
11 me about nothing?

12 A I wasn't yelling at you, Geoff. That's a
13 complete mischaracterization. You were irate. I did
14 not -- everything you presented about that call is
15 complete falsehood. I did not yell at you.

16 I asked you over and over to stop yelling.

17 CHAIRMAN GRISWOLD: Okay. Hold on. This --
18 we've already had this discussion.

19 So do you have any other questions?

20 MR. WIK: Yes. Plenty.

21 BY MR. WIK:

22 Q You called me to speak to me about nothing?

23 CHAIRMAN GRISWOLD: That is -- Geoff, he's
24 already testified Clacy Griswold told him to call and
25 that's why he called. Clacy Griswold gave him no

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1 background information, and he has said that several
2 times.

3 So please move on.

4 MR. WIK: Okay.

5 BY MR. WIK:

6 Q Mark, what was our conversation about? I think
7 you recall.

8 A I have described our conversation.

9 (Simultaneous crosstalk.)

10 By MR. WIK:

11 Q I'm sorry for interrupting. But my --

12 A -- the Board. One, I was directed to call you,
13 and because I had been directed to call you the previous
14 day, the first thing I did was apologize to you for not
15 calling you. At that time you immediately started
16 yelling at me about I'm not -- I never answer your
17 e-mails.

18 So I guess that was the first topic of the
19 phone call. So I kept trying to explain to you why I
20 have not answered e-mails, because I had not received
21 e-mails from you, which we later agreed.

22 And then you immediately segued, changed topic,
23 what about my grievance? I want that moved immediately
24 to the second step. And I said, the grievance? Are you
25 talking about this grievance? Yes.

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1 I just received an e-mail yesterday saying that
2 grievance was at first step; so I don't understand how
3 it is that you could be asking me to move it to second
4 step. And you proceeded on and on and on, and that was
5 our conversation.

6 That was it. That's the gist of it. We didn't
7 talk about what was in that grievance or anything else
8 that you falsely accused me of.

9 Q So that, in your words, is the recollection you
10 have of the conversation?

11 A Excuse me?

12 Q That, in your words, is your recollection of
13 the conversation?

14 A That is my recollection of the conversation.

15 Q So can I assume from that that you called me to
16 apologize and inform me of your e-mail address?

17 A No. No. I told you my e-mail address from
18 that -- on that call because I knew you had it once you
19 sent me something a couple minutes later. I did not
20 call you to apologize.

21 I looked for you on several occasions to
22 apologize to you, at least three times, did not find
23 you, and then I got the notice of the charges. At that
24 time, I thought it was appropriate -- inappropriate to
25 reach out to you.

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1 I don't know if that was the correct decision,
2 but I never got a chance to apologize. And I apologize
3 to you right now. I shouldn't have said fuck off. I
4 shouldn't have. And maybe that's what started this
5 whole fiasco.

6 But I didn't find you, and then once I saw the
7 charges, I couldn't do -- I thought it would be
8 inappropriate to reach out to you at work. And that's
9 where we're at, and that's why we're here.

10 Q In your testimony you said that you spelled
11 your name to me and you called to give me your e-mail
12 address; correct?

13 A Excuse me?

14 Q In your testimony you told me you spelled your
15 name to me for the e-mail?

16 A I told you this is what my e-mail is, D-e-s --
17 exactly, yes.

18 Q So you called to apologize and give me your
19 e-mail?

20 A No. No. No. I never called back. It was on
21 the same call, Geoff.

22 Q I think we're just going back and forth, going
23 back and forth. The record already shows --

24 CHAIRMAN GRISWOLD: Can you speak up, please,
25 Geoff?

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1 MR. WIK: Yeah.

2 CHAIRMAN GRISWOLD: The record already shows
3 that he called you to -- because he was directed by
4 Clacy Griswold. Clacy Griswold --

5 MR. WIK: May I interrupt for a second?

6 CHAIRMAN GRISWOLD: Yeah.

7 MR. WIK: Are you testifying, or is Mark
8 testifying?

9 CHAIRMAN GRISWOLD: I'm going off the record of
10 his testimony.

11 MR. WIK: Do you have the record in front of
12 you?

13 CHAIRMAN GRISWOLD: I heard the testimony, and
14 if your think I am mischaracterizing the conversation,
15 you certainly can tell me.

16 MR. WIK: Okay.

17 CHAIRMAN GRISWOLD: But I understand he called
18 you -- several times he's testified now that he called
19 you at the direction of Clacy Griswold, and right off he
20 apologized for not calling you the day before, as
21 directed by Clacy Griswold. That was his testimony.

22 Do you agree with that?

23 MR. WIK: No.

24 CHAIRMAN GRISWOLD: Okay. So then -- was
25 that -- go ahead and ask your questions.

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1 MR. WIK: Well, who are -- do you want him to
2 ask the questions or me?

3 CHAIRMAN GRISWOLD: I'm asking you to ask the
4 question.

5 MR. WIK: I'm sorry. Or are you going to
6 testify first?

7 CHAIRMAN GRISWOLD: I'm asking you to ask the
8 question.

9 MR. WIK: Okay.

10 BY MR. WIK:

11 Q Mark, did you call me to give me your e-mail
12 and apologize by direction of Clacy?

13 A No. The call we had on Friday, January 8th at
14 3:00 p.m. was the only time we have ever had a phone
15 call. We have not spoken -- it's the only time we've
16 ever had a phone call, and we have not spoken since.

17 I gave you my correct e-mail on the phone all
18 because you kept yelling at me and telling me that I had
19 not responded to your e-mails.

20 And by virtue of the e-mail that you sent me at
21 3:37, which shows that you had been sending all the
22 e-mails to Rich Petrovsky's old e-mail address, I think
23 it's pretty safe to say we have established that you had
24 the wrong e-mail address.

25 Q Okay. You just testified a little bit earlier,

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1 about ten minutes ago, that you, obviously, knew I had
2 your e-mail address because you received the e-mail from
3 me at -- a few minutes after our conversation; correct?

4 A You're confusing me, Geoff. I have to be
5 honest.

6 What are you asking me?

7 Q You testified a few minutes ago that you knew I
8 had your e-mail address; correct? Because you received
9 an e-mail from me a few minutes later with the correct
10 e-mail address?

11 A I received an e-mail from you after I gave you
12 my e-mail in our conversation that -- that you had
13 actually written it down correctly. Then after your
14 grievance was denied, you sent an appeal and on the
15 appeal your address -- your e-mail address to me was
16 correct.

17 And that was the second time I received an
18 e-mail from you. The first time was the one where you
19 verified to me that you had been using the wrong e-mail.
20 And I told you, you had it incorrect.

21 And the second e-mail I ever received from you
22 was when you appealed the closure of the first step
23 grievance, which happened afterward.

24 Q Okay. So we can establish, then, that when you
25 called me by direction of Clacy, it was to apologize

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1 because you didn't get to me sooner. You gave me your
2 e-mail address and then I, from then on, e-mailed you at
3 the correct e-mail address; correct?

4 A So I called first -- the first part of that was
5 you called -- I called you at the direction of Clacy.
6 Yes, that is true. You asked me three questions at
7 once.

8 So the first part of that question was I called
9 you at the direction of Clacy, yes. And at some point
10 in that phone call, I gave you my e-mail address. So
11 that second question I would answer yes.

12 What was the third part, again?

13 Q And from you giving me your e-mail address that
14 was where I got your e-mail address, and from that point
15 forward is when you started receiving e-mails from me?

16 A Well, I wouldn't say started receiving e-mails.
17 I received "an" e-mail. I don't recall if you cc'd me
18 on any other e-mails. I have to be honest. But these
19 particular e-mails were particular to these events.

20 Q Okay. So we established why the phone call was
21 taken then, for you to apologize; am I correct?

22 A "Why phone the call was taken," what's that
23 mean?

24 Q That you took time to make a phone call to me.
25 I apologize.

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1 And it was to get an apology and to talk to me
2 about your e-mail address?

3 A No. I never called you about that. I called
4 you -- afterwards, I looked for you to apologize. After
5 that phone call, I did spend --

6 CHAIRMAN GRISWOLD: Basically, you didn't
7 understand the question. You're not answering the
8 question.

9 MR. DES ANGLES: Yeah, I'm not sure.

10 CHAIRMAN GRISWOLD: Are we misunderstanding
11 something?

12 MR. WIK: You're talking about subsequent --
13 you're talking about --

14 MR. DES ANGLES: The phone call.

15 BY MR. WIK:

16 Q The conversation on the 8th?

17 A Yes.

18 Q Okay.

19 A On the phone call on the 8th, I didn't call you
20 to apologize. I called your phone.

21 We're talking about apologies -- two different
22 apologies. My mistake. Okay?

23 I called you on the 8th, and I did not take the
24 time to reach out to Mr. Lectora during the whole thing
25 because it was Friday at 3:00 p.m. and I didn't want to

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1 bother Javier. I called you because Clacy said, did you
2 call Geoff? I said no. And he said, I asked you to
3 call him. And I said, Oops, I'm sorry.

4 And then I went back, looked at the text, oh,
5 my gosh. I screwed up. I'll call you right now. That
6 was it. So I called you after I got that call from
7 Mr. Clacy asking me if I had spoken to you.

8 Q So you didn't call to apologize to me?

9 A No. I called -- no. I called you because I
10 was directed to, but as -- as -- secondary, I also --
11 because you apparently had been expecting a phone call
12 from me the previous day, the first thing I wanted to do
13 is tell you -- apologize for not calling you the
14 previous day because I had a miscommunication.

15 I had misunderstood a text, and I thought you
16 were going to call me. So the first thing I did was
17 apologize for not calling you on Thursday, but we moved
18 on from that pretty quick.

19 Q I'm sorry. But I've asked you the question
20 multiple times, and you started out saying that --

21 Is there an issue?

22 UNIDENTIFIED SPEAKER: No.

23 MR. WIK: Well, from here it seems -- I'm
24 trying to speak to him.

25 UNIDENTIFIED SPEAKER: (Inaudible.)

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1 MR. WIK: Don't you worry about what I'm
2 talking --

3 CHAIRMAN GRISWOLD: You guys, let's not get
4 into a back-and-forth. We're going to be respectful in
5 the hearing of each other. I think we may refer to this
6 as just civil argument. So let's just move it to the
7 last -- it's --

8 MR. WIK: Can you speak up again so that the
9 record can hear, please?

10 CHAIRMAN GRISWOLD: Sure. She heard me. She
11 would have asked if she hadn't.

12 MR. WIK: Okay.

13 BY MR. WIK:

14 Q So I had asked this question multiple times,
15 but you change your answer every time. I want a direct
16 answer for what I asked.

17 You called to apologize and give me your
18 e-mail, yes or no?

19 A That is incorrect. I called because I was
20 directed to -- you're talking about when I called you on
21 January 8th; correct?

22 Q Have you called me anytime since?

23 A Okay. On January 8th I called you because I
24 was asked to call you by my superior. During the course
25 of that phone call, the first thing I did was apologize

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1 for not calling you the day before as I was directed to
2 but misunderstood.

3 The second part of that phone call was
4 defending myself against your accusations that I had not
5 been responding to your e-mails, and during that period,
6 I gave you my e-mail; right? I said my name, and I
7 spelled it out for you, and I was hoping that you wrote
8 it down. All right?

9 And I don't know if you wrote it down or
10 eventually you went and found a card. I don't know how
11 you backed it up, but I do know that during the first
12 course of that phone call I gave you my e-mail address,
13 and after that we agreed -- we talked about your demands
14 to go to the second step.

15 I don't know why you keep saying that I'm
16 changing my answer. The answer has been consistent; so
17 I --

18 Q Okay. I think we've established it then;
19 right? Thank you.

20 The more questions I have is -- so I'm here
21 today because I have charges against you.

22 You understand that; correct?

23 A Yes.

24 Q Okay. And you understand all the charges;
25 correct?

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1 A Yes, I do.

2 Q Okay. In your testimony, did you defend any of
3 the charges?

4 CHAIRMAN GRISWOLD: Do you have a specific
5 question in regard to the charges? Do you have a
6 specific question?

7 Cite the charge and ask the question, please.

8 MR. WIK: Okay. I believe in my testimony,
9 originally, I did say charges; correct?

10 CHAIRMAN GRISWOLD: Okay. You can't give a
11 blanket statement.

12 If you have a specific question in regard to
13 the Constitution or the bylaws, please ask the question.

14 MR. WIK: Okay. My question is --

15 CHAIRMAN GRISWOLD: This is directed to the
16 Board --

17 MR. WIK: Okay.

18 CHAIRMAN GRISWOLD: So we want to make sure.

19 UNIDENTIFIED SPEAKER: I'm not understanding
20 where we're going with it. That's why.

21 MR. WIK: Okay.

22 BY MR. WIK:

23 Q Do you understand all charges, Mark?

24 A Yes, I do.

25 Q Okay. You stated in your testimony a reference

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1 to Article X, which charge is that?

2 CHAIRMAN GRISWOLD: Hold on. Your document,
3 when you present it, can you specifically direct the
4 Board to what the question is so we can refer to the
5 charge?

6 MR. WIK: Sure. In his testimony, Mark
7 referred to Article X.

8 BY MR. WIK:

9 Q Mark, can you tell me what Article X says?

10 A Do you want me to go get the copy that I made
11 and reread the entire article to you? I can do that.

12 CHAIRMAN GRISWOLD: Are you talking about
13 Article X?

14 MR. WIK: I'm talking --

15 CHAIRMAN GRISWOLD: That's in the contract or
16 Article X of the Constitution or Article X of the
17 bylaws?

18 MR. WIK: It wasn't my testimony. It was his.

19 CHAIRMAN GRISWOLD: That's your question?

20 MR. WIK: Right. Mark --

21 CHAIRMAN GRISWOLD: Okay.

22 MR. WIK: -- referred to Article X. Which
23 Article X?

24 MR. DES ANGLES: I read -- I read all the
25 various -- either IBT Constitutional references or local

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1 986 bylaws.

2 CHAIRMAN GRISWOLD: Can I -- can we take a
3 break one second because I'm going to figure out which
4 Article X he's talking about.

5 MR. WIK: But you're not testifying, Chris,
6 Mark is.

7 CHAIRMAN GRISWOLD: But I need to refer to it
8 so I can know what you guys are talking about.

9 MR. WIK: Right. If I don't know and you don't
10 know --

11 THE REPORTER: You're all speaking at once.
12 So, Mr. Chairman, can you please repeat what
13 you were saying, sir?

14 CHAIRMAN GRISWOLD: Yes. I was asking Geoff if
15 the questions refer to Article X, and he referred to me
16 that it was Mark's testimony; so what is Mark referring
17 to in the Article?

18 MR. DES ANGLES: The -- oh, sorry. I didn't --
19 you want me to go back?

20 So are you asking me if I read these
21 references?

22 MR. WIK: No.

23 MR. DES ANGLES: Do I have them memorized? No.

24 MR. WIK: That's not what I'm asking you. In
25 your testimony you referred to Article X.

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1 Could you please explain which Article X is?

2 CHAIRMAN GRISWOLD: Okay. So, let's hold on
3 for a second, because I'm trying to figure out --

4 MR. WIK: If you need to take a break to look
5 up Article X, that's your right.

6 MR. DES ANGLES: Sure. I mean, if you want me
7 to read it out loud, I can do that.

8 CHAIRMAN GRISWOLD: Well, it's -- it's
9 Article -- it's not really Article X. It's Article XIX,
10 Section 10.

11 MR. WIK: Is that what he stated?

12 CHAIRMAN GRISWOLD: Well, I'm looking at the
13 charge that you filed. I'm looking at the charge that
14 you filed.

15 MR. WIK: That's not my question, Chris.

16 CHAIRMAN GRISWOLD: I understand that, but I'm
17 directing and certifying the question.

18 MR. WIK: That is not my question either.

19 CHAIRMAN GRISWOLD: You're asking him to
20 explain Article X and whether or not he violated it.

21 MR. WIK: No, I am not.

22 CHAIRMAN GRISWOLD: Okay. Please clarify your
23 question.

24 BY MR. WIK:

25 Q Mark, in your testimony you referred to

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1 Article X.

2 Could you explain to me which -- where that
3 article came from and what you're talking about?

4 A I believe my reference was to Article XIX. I
5 misspoke. It was Section 10 of Article XIX. I think
6 that was what you meant before. I misspoke.

7 Is that what you're saying, I misspoke?

8 Q No, I'm not. I'm asking you --

9 CHAIRMAN GRISWOLD: He's asking you which
10 Article X.

11 MR. WIK: That's what you said.

12 MR. DES ANGLES: If I said Article X, then I
13 probably misspoke. I meant Article XIX, Section -- in
14 Section 10 was the reference.

15 BY MR. WIK:

16 Q And what was that in reference to, please?

17 A I don't -- I don't have a memory of that.
18 Sorry. I looked it over, but I didn't see anything that
19 even remotely -- remotely -- remotely resembled anything
20 to do with your accusations. Okay?

21 If you want me to go and -- if you want us to
22 take a break and if you would like us to read it, we can
23 read every word.

24 CHAIRMAN GRISWOLD: Yeah. Why don't we take a
25 couple-minute break, and give Mark the opportunity to

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1 review Article XIX, Section 10 on the exhibit.

2 MR. WIK: Can I ask a question?

3 CHAIRMAN GRISWOLD: Of course.

4 MR. WIK: Do you want me to stay up here and
5 Mark is going to go do his --

6 CHAIRMAN GRISWOLD: We're off the record.

7 (Recess.)

8 CHAIRMAN GRISWOLD: Back on the record.

9 It's been requested for executive session, if
10 you'll excuse us, we'll call you back when we're ready.
11 We're off the record.

12 (Pause in the proceeding.)

13 CHAIRMAN GRISWOLD: We're back on.

14 Mr. Wik asked you about Article X, and you
15 stated that you misspoke. You referred to Article XIX,
16 Section 10?

17 MR. DES ANGLES: That's correct.

18 CHAIRMAN GRISWOLD: Right.

19 Hello?

20 THE REPORTER: I'm here.

21 CHAIRMAN GRISWOLD: Oh, I didn't see you; so I
22 wasn't sure.

23 All right. We're back on.

24 Mark, you were asked --

25 Geoffrey, correct me if I'm wrong. What you

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1 referred to was Article X. You clarified that it was
2 Article XIX, Section 10 of the Constitution.

3 Did you have the opportunity to review it?

4 MR. DES ANGLES: Yes.

5 MR. WIK: I'm sorry. I didn't hear Mark
6 clarify that at all, just you.

7 CHAIRMAN GRISWOLD: I think the record will
8 show --

9 UNIDENTIFIED SPEAKER: No. He did clarify
10 that.

11 MR. DES ANGLES: Yes, I did.

12 CHAIRMAN GRISWOLD: Well, then -- we're going
13 to go off the record anyway. The Board reviews the
14 decision; so we'll take that into consideration.

15 BY MR. WIK:

16 Q Did you have the opportunity to review it?

17 A Yes.

18 Q Can you clarify it?

19 A When I said Article X, when I was reading my
20 opening statement, and I said I didn't violate
21 Article X, I meant Article XIX, and I described the
22 section 71, 2, 5, 10, and 12, which upon receipt of the
23 charges, I did look at and did not find that any of my
24 comments on the phone violated them, especially since
25 everything I had been accused of was false.

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1 THE REPORTER: Please speak up.

2 MR. DES ANGLES: I'm sorry. Since all of the
3 charges that I was accused of were false and after
4 reviewing the pertinent and relative articles that were
5 mentioned in the document, I found that I did not
6 violate the Constitution or the bylaws in any way.

7 CHAIRMAN GRISWOLD: All right. Any other
8 questions?

9 MR. WIK: Absolutely.

10 BY MR. WIK:

11 Q So you proceeded to hand out multiple documents
12 in your testimony, and most of those documents, as I
13 understand, are regarding the grievance and grievance
14 procedures of the basic nature; is that correct?

15 A All the documents that I have handed out were
16 particular to the grievance which I learned on the phone
17 call was the reason for your phone call and all of
18 procedures that happened with regard to that grievance.

19 Q Okay. And you stated that we very vaguely
20 spoke about the grievance in the phone call?

21 A No. We didn't speak about -- the only thing we
22 spoke about on the phone call was your demand that it go
23 immediately to second step. That's the only part of
24 that grievance that we discussed.

25 Q Okay. And all the documents I gave to you and

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1 the Board were pertaining to all the charges; is that
2 correct?

3 A That's correct.

4 Q Okay. So my question to you is:

5 If I had charges against you, what is the point
6 of me going into the grievance procedure and what -- and
7 all the documents you gave the Board?

8 A Because you named specific events that you were
9 accusing me of. You failed to mention what the truth of
10 the aspect of what the phone call was about. And in
11 order to -- for the Board to understand the true nature
12 of what actually happened on that phone call, it was
13 necessary to bring the grievance forward so they could
14 understand.

15 And it could be corroborated what it is my
16 testimony was about.

17 Q So you just stated I failed to give the Board
18 what the conversation was about or what the phone call
19 was about, why the phone call was; correct?

20 A You lied about the entire conversation. That
21 is my position.

22 Q Okay. That's not the question I just asked
23 you.

24 Can you, please, answer the question?

25 CHAIRMAN GRISWOLD: Ask it again.

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1 BY MR. WIK:

2 Q You just testified that I didn't let the Board
3 know why the conversation or why that phone call was
4 made; is that correct?

5 A I testified that you didn't let the Board know
6 what the conversation was about.

7 Q Let me rephrase that.

8 Why that conversation -- is there any way to
9 have her reread back what my question was?

10 Hello?

11 THE REPORTER: What would you like read back,
12 please?

13 MR. WIK: A few minutes ago Mark just testified
14 with regard that I didn't let the Board know about the
15 phone call.

16 (Record read.)

17 BY MR. WIK:

18 Q Okay. My question is:

19 I failed to tell the Board what the truth of
20 the phone call was. That's what you just said; right?

21 That's what she just said.

22 CHAIRMAN GRISWOLD: That's what she read,
23 correct. There is no question about it. The record is
24 going to speak for itself.

25 MR. WIK: Okay.

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1 BY MR. WIK:

2 Q Can you explain that, please?

3 A Explain what, again?

4 Q What --

5 A I'm sorry. Can you focus in on those words
6 exactly? I want to be sure I'm answering the right
7 question.

8 THE REPORTER: Are you speaking to me?

9 MR. DES ANGLES: Or can --

10 MR. WIK: Okay. So the Chair is asking can you
11 reread what you just read, please.

12 (Record read.)

13 BY MR. WIK:

14 Q Could you, please, explain that?

15 A Please explain that? Okay. So when I called
16 you, after I apologized to you for not calling you the
17 previous day, you immediately started screaming at me
18 about the fact that I didn't return your e-mails.

19 In order to corroborate that that is what we
20 talked about, I submitted the e-mail that you sent me
21 thereafter which, obviously, showed that you were
22 sending e-mails to the wrong address.

23 In order to corroborate what we talked about
24 thereafter, which was the fact that you were demanding
25 that I take the grievance to the second step.

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1 In order to corroborate that, I, one, explained
2 the process to the Board, and, two, submitted the
3 grievance, et cetera, so that they could see that, yes,
4 indeed, when I was -- I claimed that I was telling you
5 that the grievance had just been submitted the day
6 before, I can prove it, that that was true.

7 And that was to corroborate my version of the
8 events as opposed to yours.

9 Q Okay. So, again, I'm going to ask you, can
10 you, please, tell me what I failed to tell the Board?

11 CHAIRMAN GRISWOLD: The record already shows.
12 I'm not going to have us going back and forth. The
13 record shows your testimony, your opening statement,
14 your allegations.

15 His statement says already on the record --
16 because what does the record say? That's what this
17 committee is going to work off of.

18 MR. WIK: Pardon me?

19 CHAIRMAN GRISWOLD: Once the record is
20 established --

21 MR. WIK: Okay.

22 CHAIRMAN GRISWOLD: -- then that is what this
23 committee is going to work off of.

24 MR. WIK: Okay.

25 CHAIRMAN GRISWOLD: This -- he has already

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1 testified to the questions you're asking. So if you
2 have something that he hasn't testified to, please ask
3 the question.

4 MR. WIK: He testified that I haven't -- that I
5 failed to tell you guys something, and I would like to
6 clear the record that -- I want to know what I failed to
7 do. That's all I'm asking. He's the one who said it in
8 his testimony.

9 CHAIRMAN GRISWOLD: Well, he has said --

10 MR. WIK: Are you testifying for him?

11 CHAIRMAN GRISWOLD: No. I'm telling you what
12 was said because I'm sitting here and I'm listening.

13 MR. WIK: Okay.

14 CHAIRMAN GRISWOLD: And you're being repetitive
15 in your questioning, and we're not going to go down this
16 road. We're here to listen to your testimony --

17 MR. WIK: Uh-huh.

18 CHAIRMAN GRISWOLD: -- listen to your
19 allegations, and listen to his defense. Now, if you
20 have any specific question that he hasn't testified,
21 please ask the question with the evidence that he has
22 presented.

23 We're working off his package that he has.
24 You've asked a question about this. He's answered that.

25 MR. WIK: Okay.

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1 CHAIRMAN GRISWOLD: He's denied your testimony.

2 MR. WIK: Okay.

3 CHAIRMAN GRISWOLD: He said -- has already said
4 everything that you have said is a lie. I mean, I don't
5 know if I should say that, but he's already testified.
6 So I'm not sure what the question is, because he's
7 already answered that question.

8 MR. WIK: You're wanting me to move on and not
9 get the answer to my question?

10 CHAIRMAN GRISWOLD: No. He's already answered
11 your question. He denies everything you have said.
12 He's already denied that on the record.

13 MR. WIK: Okay. Fine.

14 BY MR. WIK:

15 Q So then my next question is:

16 As we all received all your documents and
17 everything else, my charges against you, as I already
18 gave the Board, you didn't rebuttal any of those
19 charges?

20 CHAIRMAN GRISWOLD: He's denied everything.
21 The end. He's denied everything.

22 MR. WIK: He's denied all the charges?

23 CHAIRMAN GRISWOLD: Yes, he has. Except he has
24 admitted that he told you to fuck off and hung up.
25 That's the only thing that he has admitted to. He's

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1 denied everything on the record.

2 MR. WIK: Can I ask you a question, Chris?

3 CHAIRMAN GRISWOLD: Yes.

4 MR. WIK: Are you raising your voice so she can
5 hear me, or are you trying to --

6 CHAIRMAN GRISWOLD: Yes. I'm raising my voice
7 so she can hear me because you keep reminding me to
8 raise my voice.

9 MR. WIK: Okay. Just trying to clarify. Okay?

10 So the document you gave me, in evidence, I'm
11 going to show Chris this document. I don't remember
12 what number it is. I didn't write it down.

13 UNIDENTIFIED SPEAKER: Which one do you want?

14 CHAIRMAN GRISWOLD: What do you want?

15 MR. WIK: D, the D-1.

16 CHAIRMAN GRISWOLD: Yes.

17 BY MR. WIK:

18 Q Was this from yesterday?

19 A No.

20 Q Okay. So there's no date on this; so I'm not
21 exactly sure when this was brought.

22 Could you clarify, please?

23 A January 7th.

24 Q Okay. In your testimony you said "wild
25 accusations."

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1 Can you, please, specify?

2 A "Brother DesAngles called me on January 8th,
3 2021, regarding the grievance I filed."

4 That's not why I called you. The first thing
5 that is false is that you asserted that I called you
6 regarding the grievance you filed. I didn't know why I
7 was calling. I was calling you at the direction of my
8 superior.

9 The second thing you said is that "You
10 immediately began screaming and yelling at me." That is
11 also false.

12 "Yelled so loud my wife could hear him,
13 although, the phone was not on speaker and she was
14 across the room."

15 Unfortunately, and embarrassingly, you brought
16 your wife here and she lied for you as well. Tried to
17 intimidate you into withdrawing your grievance, absolute
18 lie.

19 "Brother DesAngles repeatedly said I have no
20 business filing a grievance because only Union members
21 can file grievances," lie.

22 "I do not deserve the numbers for the reset
23 calculations because I should be glad for what I got,"
24 lie.

25 "When I did not agree with him" -- what you did

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1 not agree to was to tell the truth, but you say I told
2 you to fuck off and hung up on you. Now, that did
3 happen after you repeatedly continued to yell and scream
4 and disrespect me.

5 "Brother DesAngles has done this before and can
6 no longer be tolerated." That is a lie.

7 "Brother DesAngles" -- and you never did prove
8 that by the way either.

9 "Bother DesAngles yells at me constantly and
10 treats me disrespectfully." Again, a lie.

11 There is no truth to none of that. I
12 respectfully -- that's -- that's it for all the charges.
13 Everything that you said here is a lie.

14 Q Did you understand my question?

15 A If I didn't, I'm sure you'll clarify it.

16 Q I asked you to please tell me about wild
17 accusations, nothing about lies. Those are my
18 definitions.

19 A Well, they're all lies.

20 CHAIRMAN GRISWOLD: Hold on. Hold on. Not
21 back-and-forth. Again, this is Chris. I'm speaking
22 loud making sure the court reporter hears me. Those are
23 the accusations. He said they're all lies. Asked and
24 answered.

25 Next.

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1 BY MR. WIK:

2 Q Okay. So I'm to believe that the evidence you
3 brought forth is solely regarding the grievance and the
4 e-mails that I exchanged thereabout and anything else
5 after that; is that correct?

6 A My evidence pertains specifically to the phone
7 call that we had on January 8, 2021, and also what
8 prompted me to call you in the first place.

9 Q So you -- the evidence that you say that we
10 only spoke about briefly in the phone call?

11 CHAIRMAN GRISWOLD: I don't understand the
12 question.

13 BY MR. WIK:

14 Q You brought evidence regarding the grievance.
15 Okay? Which we spoke about in the phone call briefly.

16 CHAIRMAN GRISWOLD: Is that a question or a
17 statement?

18 MR. WIK: I just asked him the question, you
19 answered me.

20 CHAIRMAN GRISWOLD: You were asking me. You
21 were looking at me. You were clarifying the question?

22 MR. WIK: Well, to you.

23 CHAIRMAN GRISWOLD: Right. I appreciate that.

24 MR. WIK: So he needs to answer the question
25 then.

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1 THE WITNESS: What question is that?

2 BY MR. WIK:

3 Q You brought evidence here to a conversation
4 of we briefly spoke about --

5 CHAIRMAN GRISWOLD: Asked and answered. Asked
6 and answered. I am trying to stay on track. The
7 testimony that Mark has said -- and it's on the
8 record -- so she's recording it, and I'm raising my
9 voice to be sure she can hear me -- is that the evidence
10 brought is based on the allegations that you have made
11 during the call.

12 That's it. That's his testimony. And that's
13 it. It's already in the record, and you're asking it
14 ten different ways, and we're not going to go down that
15 road.

16 MR. WIK: Perfect. That's fine.

17 BY MR. WIK:

18 Q I want to know what your evidence has to do
19 with the charges?

20 CHAIRMAN GRISWOLD: Let's stop again. It's
21 evidence and it's testified to, this is that you
22 stated -- his testimony is that you wanted the grievance
23 to go to Step 2.

24 And he said he doesn't have the authority
25 because he has to follow the contract, and the Company

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1 has 10 days to answer. Now, all of that is already on
2 the record; so that's already been asked.

3 MR. WIK: Okay.

4 CHAIRMAN GRISWOLD: So next question.

5 BY MR. WIK:

6 Q In my charges -- do any of the charges or were
7 any of the charges related to a grievance?

8 A Well, I mean, it says, "tried to intimidate me
9 into" -- it says that I called you and tried to
10 intimidate you into withdrawing my grievance.

11 Q Okay. Is that the answer?

12 A So that would be a yes.

13 Q Okay. Let me gather my thoughts.

14 So all of your evidence is to establish that
15 the phone call was based about the grievance?

16 CHAIRMAN GRISWOLD: No. That's not his
17 testimony.

18 MR. LOONE: Asked and answered.

19 CHAIRMAN GRISWOLD: That's not the testimony.
20 His testimony was that he called --

21 (Simultaneous crosstalk.)

22 CHAIRMAN GRISWOLD: It's in the record and I'm
23 not -- like I said, you're not going to -- we're not
24 here to try to trick each other.

25 MR. WIK: I'm not trying to trick anyone.

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1 CHAIRMAN GRISWOLD: Well, then let the record
2 stand. He said it several times already --

3 MR. WIK: Okay. That's fine.

4 CHAIRMAN GRISWOLD: -- that the call was
5 directed by Clacy Griswold and that's the only reason
6 why he called you.

7 MR. WIK: Okay.

8 CHAIRMAN GRISWOLD: The record shows that. So
9 go ahead.

10 Next question.

11 MR. WIK: Is Mr. Loone one of the -- a person
12 on the Board?

13 CHAIRMAN GRISWOLD: Yes.

14 MR. WIK: So why are you responding to an
15 answer, please?

16 CHAIRMAN GRISWOLD: I'm sorry?

17 MR. WIK: He responded "asked and answered."

18 CHAIRMAN GRISWOLD: I don't know. Because he's
19 been through hearings before and he knows that it's
20 already been asked and answered.

21 MR. WIK: Is he running this or no?

22 CHAIRMAN GRISWOLD: He's one of the panelists.

23 MR. WIK: So am I -- do I listen to Mr. Loone?

24 CHAIRMAN GRISWOLD: No. Next question.

25 MR. WIK: Okay.

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1 BY MR. WIK:

2 Q Did you address at all in any of your
3 testimony, other than the fact that you stated my
4 accusations are false, about any of the these charges?

5 CHAIRMAN GRISWOLD: Clarify the question.

6 BY MR. WIK:

7 Q The charges brought against you, in your
8 testimony, other than saying that they were false, do
9 you have any other evidence regarding the charges?

10 CHAIRMAN GRISWOLD: Well, let's wait and hear
11 his witnesses because that might change the question.
12 But, I mean, that has already been assessed.

13 So, next.

14 MR. WIK: Well, I -- I -- when did he answer
15 that question?

16 CHAIRMAN GRISWOLD: Through his testimony.

17 BY MR. WIK:

18 Q So his your only tes- --

19 Your testimony, Mark, is --

20 CHAIRMAN GRISWOLD: He's denied every charge.
21 He's denied every charge. And it's the panels' job to
22 determine whether or not the allegations made against
23 Mark by you -- the Constitution will be reviewed. He's
24 already denied everything.

25 Now, he doesn't have to do anything else. He's

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1 already denied it.

2 MR. WIK: All right. If that's how you would
3 like it, that's fine. I'm fine with that. I'm ready
4 for his witnesses.

5 CHAIRMAN GRISWOLD: Okay.

6 Mark, call your witness.

7 MR. DES ANGLES: Sure. I would like to call,
8 as a witness, first Mr. Javier Lectora, Local 856,
9 business agent and my colleague.

10 THE REPORTER: You have got to speak up.

11 MR. DES ANGLES: My witness is Javier Lectora.
12 I'm going to spell the name for you -- oh, you actually
13 already have it.

14 CHAIRMAN GRISWOLD: She already has it.

15 MR. DES ANGLES: He is my colleague and
16 former --

17 CHAIRMAN GRISWOLD: State your name, please.

18 THE WITNESS: Javier Lectora.

19 CHAIRMAN GRISWOLD: Thank you. Go ahead, Mark.

20

21 DIRECT EXAMINATION

22 BY MR. DES ANGLES:

23 Q Thanks for coming in today.

24 Now, you and I shared an office at
25 San Francisco Maintenance 339; correct?

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1 A Yes.

2 Q How long have you we worked together?

3 A It's been 20-plus years as the business agents.

4 (Reporter clarification.)

5 BY MR. DES ANGLES:

6 Q Let me ask you again how long have we worked
7 together?

8 A At least ten years. At least ten years.

9 Q And do you know Mr. Wik?

10 A Yes.

11 Q And how do you know Mr. Wik?

12 A He's one of our members.

13 Q And did he ever serve in another capacity?

14 A Yes. Geoff was one of our stewards.

15 Q And as such, how often would you say that he
16 was in our office when he was a steward?

17 A At least once a week, I guess. He worked
18 meetings. We have meetings every week. So, yeah, quite
19 a bit.

20 Q And as part of that, we had several meetings
21 with Mr. Wik over the years about various issues:
22 Grievances, et cetera; correct?

23 A Yes.

24 Q Have you ever seen me disrespect Mr. Wik in any
25 way?

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1 A No.

2 Q When it comes to grievance or talking with
3 grievance and talking with management, what is usually
4 our practice when we have to do that?

5 A We do it together, whether it's on a conference
6 call or in person.

7 Q And all the time that we have been working
8 together as business agents, how many conversations do
9 you think we've had with members whether it be in
10 person, on the phone or on the floor?

11 A Hundreds.

12 Q Have you ever seen or heard me disrespect any
13 of our members?

14 A No.

15 MR. DES ANGLES: No further questions.

16 CHAIRMAN GRISWOLD: Geoffrey, do you have any
17 questions?

18 MR. WIK: Sure.

19

20 CROSS-EXAMINATION

21 BY MR. WIK:

22 Q Good morning, Javier.
23 How are you doing?

24 A Good.

25 Q Good. Do you remember approximately when we

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1 may have first met?

2 A A long time ago.

3 Q I have to agree. Thank you.

4 A I would have to stop --

5 Q My recollection is when --

6 (Simultaneous crosstalk.)

7 CHAIRMAN GRISWOLD: One at a time.

8 MR. WIK: Yeah. I'm sorry. No.

9 CHAIRMAN GRISWOLD: Let Javier just answer the
10 question.

11 MR. WIK: One at a time.

12 THE WITNESS: So I remember we --

13 THE REPORTER: I'm sorry. Restate that because
14 I didn't hear you.

15 THE WITNESS: I remember meeting Geoff for the
16 first time before we were Teamsters which was a long
17 time ago.

18 BY MR. WIK:

19 Q The reason I ask this is that's my recollection
20 also. And, as I believe, it was when -- we met because
21 I think we were kind of introduced at Teamsters; is that
22 correct?

23 A We met before that but...

24 Q Or was --

25 A We participated in that.

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1 Q Yes. Yes.

2 A Yes.

3 Q And would you say that my role with you and the
4 Teamsters has been pretty positive?

5 A Yes.

6 Q Okay. I did pretty well as a shop steward and
7 as a member, maybe, even?

8 A Yes. Always were supportive.

9 MR. WIK: That's all I have. Thank you.

10 Actually, one more question, maybe, two.

11 BY MR. WIK:

12 Q Do you understand why we're here?

13 A Yes.

14 Q Do you understand the charges?

15 A No.

16 Q So I assume that you probably have not
17 discussed these charges with Mark?

18 A I have not.

19 MR. WIK: That's all I have. Thank you.

20 CHAIRMAN GRISWOLD: That's it.

21 MR. DES ANGLES: Oh, I have a follow-up.

22

23 REDIRECT EXAMINATION

24 BY MR. DES ANGLES:

25 Q Do you recall a meeting involving Mr. Bybee and

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1 Mr. Wik that happened in 2016 that we had with them
2 regarding a grievance that Mr. Bybee filed about a right
3 to vote for or against a retirement pension?

4 A No. If I could expand, we did have
5 conversations with Geoff about pension regarding any
6 issues regarding the contract.

7 CHAIRMAN GRISWOLD: That's not the question.
8 It was a specific question.

9 THE WITNESS: No.

10 BY MR. DES ANGLES:

11 Q Have you ever been in the room together with
12 Mr. Bybee and Mr. Wik discussing grievances?

13 A Yes.

14 Q At that time, did you ever hear me say that
15 they should stop filing grievances?

16 A No.

17 Q In that -- in any of those times that we had
18 gentlemen in the room together, did you ever hear me
19 disrespect any of our members in any way?

20 A No.

21 MR. DES ANGLES: Okay.

22 CHAIRMAN GRISWOLD: Thank you. Mark, do you
23 have any follow-up?

24 MR. WIK: I have no follow-up. Thanks.

25 CHAIRMAN GRISWOLD: All right. Please send in

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1 the next witness.

2 MR. DES ANGLES: Sure.

3 CHAIRMAN GRISWOLD: Please state your name.

4 THE WITNESS: Gregory Williams Sullivan.

5

6 DIRECT EXAMINATION

7 BY MR. DES ANGLES:

8 Q Greg, can you tell us about your position as
9 lead mechanic known otherwise, for the past several
10 years now, as chief steward?

11 A Chief steward and lead mechanic, either one.

12 Q Do you know Mr. Wik?

13 A Yes, I do.

14 Q And how do you know him?

15 A I believe he's my Maintenance Mechanic CO1 or
16 CO6, and also in past years as shop steward.

17 Q And in those shop steward duties, did you ever
18 see him in our office?

19 A Yes, I have, several times in the Redding
20 office, San Francisco. Mainly at the Redding office.

21 THE REPORTER: Speak up, please.

22 CHAIRMAN GRISWOLD: Just for one second. You
23 really have to speak loud for everyone. She can't hear
24 us.

25 THE WITNESS: All right.

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1 BY MR. DES ANGLES:

2 Q Can you tell us about any particular
3 experiences that you have had with Mr. Wik?

4 A Yes. Several years ago I entered the committee
5 office from -- my office is over at B29, so to get him
6 supplies, I have to walk across the tarmac to access the
7 Union committee office.

8 On entering the Union committee office,
9 Geoffrey was sitting at the very first table slouched
10 down, crumpled paper, and I walked in the room and I
11 said, hey, Geoff, how's it going? He pointed to the
12 paper. I said, what about the paper? What's this? And
13 I reached and I looked at it and I said, it's an updated
14 in the mechanic's dispatch.

15 It was about our Facilities Review Committee,
16 GFC's Facility Review Committee, that had just met, I
17 believe it was, in Chicago. And I said, well, what's up
18 with this? He was very -- it looked like disturbed at
19 that point, upset about something.

20 And he was waiting for the two business agents
21 at the time. I believe one of them was Rich Petrovsky,
22 and Bob (inaudible) was also the lead office. And he
23 wanted to speak to them about why the Employee
24 Maintenance Group, the 128, my maintenance group, was
25 not represented at that meeting.

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1 And I briefly tried to explain to him that the
2 GFC Facility Review Committee was not an approved base
3 maintenance mechanics. And he was -- he was really
4 upset; so I tried to discuss with him within the
5 reasonable tone.

6 I could see that he was getting upset and
7 started walking away, and I said, well, I can see this
8 conversation is finished. And before I could get to the
9 back -- very back of the -- where we get our supplies,
10 Geoff said, well, fuck you too.

11 And I couldn't believe that that had risen to
12 that level over that conversation, and there was no
13 reasoning with him. He was basically dead set on his
14 belief that my maintenance should have been represented
15 in that committee, and they're not part of the
16 committee.

17 It's stated back in the contract. The contract
18 is for 119, 118 groups, and the base maintenance
19 mechanics were never permitted in this space.

20 Q Was Geoff yelling at you during that exchange?

21 A He raised his voice, yes.

22 Q And, again, he used profanity?

23 A Yes.

24 Q Have you ever seen me use any type of
25 disrespect or negative behavior toward Mr. Wik?

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1 A Never.

2 MR. DES ANGLES: Thank you. No further
3 questions.

4 CHAIRMAN GRISWOLD: Mr. Wik?

5 MR. WIK: I have a couple of questions.

6

7 CROSS-EXAMINATION

8 BY MR. WIK:

9 Q That conversation, obviously, took place quite
10 a long time ago; correct?

11 A Yes.

12 Q In that conversation about me sitting down at
13 the table at that time and -- correct me if I'm wrong --
14 the supplies were through a door, into a back room,
15 through another door; is that correct?

16 A Yes. You were sitting by the front door of the
17 committee office in which I entered.

18 Q Okay. And you said you were just about to the
19 supply room?

20 A I was somewhere between Fred's office and
21 the -- just down from the committee desk a little ways
22 of Maurice McDonald. So I was definitely within earshot
23 of you.

24 Q Okay. Was I facing you?

25 A Yes.

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1 Q So if I remember correctly, there is a -- at
2 that time, there was a -- Mike Overton's desk had a
3 Plexiglass partition on top of it. The table in
4 question was adjacent to that and the seat I was in was
5 closest to the door?

6 A Yes.

7 Q And do you recall if I was facing you?

8 A Initially, when I came through the door, you
9 were sitting in the chair facing the back of the
10 committee office where we meet. I initially started the
11 conversation and then circled around you, and to my --
12 working through my day -- I had several things going on.

13 But I was in the main front room looking at you
14 when you told, hey, fuck you too.

15 Q Okay. So it's fair enough to say that that
16 comment was made?

17 A I had just turned to the left to go back to the
18 supply room, and you said, "well, fuck you too." And I
19 thought that this was completely out of line based on
20 the information -- because the information was okay, you
21 know, you felt that you should have been included in
22 that committee.

23 When I explained to you face-to-face, and I
24 said, if you want a committee here in San Francisco, the
25 Union is not blocking you from creating that committee.

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1 You have to go up to the State, like I did, and get
2 your -- the rest of your shop stewards together and
3 create your own committee.

4 And you were not having any of that. You were
5 more focused on your next step which was going -- and,
6 basically, you know, to the business agent for, you
7 know, not being included.

8 Q So you -- originally you testified that you
9 were between what was Fred's office at the time and the
10 door going into -- let me just cut to the chase.

11 Would you assume that you were approximately in
12 front of Mike Overton's desk?

13 (Reporter clarification.)

14 BY MR. WIK:

15 Q I'm going to cut to the chase. For position,
16 do you assume that you were approximately in front of
17 Mike Overton's desk when this comment was made?

18 A No. I was probably at least -- approximately
19 eight feet --

20 Q From Mike Overton's desk?

21 A Something like that.

22 Q For the --

23 A It was more in front of Fred Wood's door,
24 probably in between Fred's and Mike's desk, somewhere
25 around there.

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1 Q So behind me?

2 A No. I was facing you.

3 Q But you were behind me; correct?

4 A No. I was facing you.

5 Q So if I was facing the wall --

6 A No. You were not facing the wall.

7 Q At this time?

8 A No.

9 Q Okay. That's -- that's were I misunderstood
10 that part. So you assume that --

11 A You were facing Mike Overton's cubicle.

12 Q Okay. That's fair. That's fair.

13 A And so I was between you and Mike Overton's
14 cubicle.

15 Q So if I'm correct, Mike Overton's cubicle, Fred
16 Wood's door --

17 A So you were sitting here at the corner table,
18 looking at this gentleman here.

19 Q Okay.

20 A Which would he approximately Mike Overton's --
21 do you want me to get up?

22 Q Sure.

23 A Mike Overton's cubicle, you were approximately
24 here. Fred Wood's office was here, and somewhere around
25 this area.

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1 Q This is --

2 A So --

3 Q Approximately this area in either case; right?
4 And I was looking at you?

5 A Oh, yeah. Yeah.

6 Q Is it possible I was saying fuck you too to
7 myself because I was not included in this committee or
8 was it --

9 A Definitely not.

10 Q Okay. That's fine. You assume it was to you;
11 right?

12 A It was directly to me.

13 Q Well, I do apologize for that. That's not my
14 nature. And that's it.

15 MR. WIK: And I think that's all I have.
16 Thanks.

17 CHAIRMAN GRISWOLD: That's it? Thank you.
18 Committee, any questions?

19 Will either of you have closing statement? You
20 don't have to give one.

21 MR. WIK: I don't, no.

22 CHAIRMAN GRISWOLD: Mark? You don't have to
23 give one. The record is going to speak for itself.

24 MR. DES ANGLES: I will let the record speak
25 for itself. Thank you.

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1 CHAIRMAN GRISWOLD: Thank you gentlemen. That

2 will conclude the hearing. We're off the record.

(End time: 11:31 a.m.)

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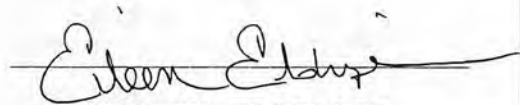
HEARING REPORTER'S CERTIFICATE

I, EILEEN ELDRIDGE, HEARING REPORTER, IN
AND FOR THE STATE OF CALIFORNIA, DO HEREBY CERTIFY:

THAT THE FOREGOING TRANSCRIPT OF
PROCEEDINGS WERE TAKEN BEFORE ME AT THE TIME AND PLACE
THEREIN SET FORTH, AT WHICH TIME THE WITNESS WAS PUT
UNDER OATH BY ME; THAT THE TESTIMONY AND PROCEEDINGS
WERE REPORTED STENOGRAPHICALLY BY ME AND LATER
TRANSCRIBED BY COMPUTER-AIDED TRANSCRIPTION UNDER MY
DIRECTION AND SUPERVISION; THAT THE FOREGOING IS A TRUE
RECORD OF THE TESTIMONY AND PROCEEDINGS TAKEN AT THAT
TIME.

I FURTHER CERTIFY THAT I AM IN NO WAY
INTERESTED IN THE OUTCOME OF SAID ACTION.

I HAVE HEREUNTO SUBSCRIBED MY NAME THIS
5TH DAY OF SEPTEMBER 2021.



EILEEN ELDRIDGE

HEARING REPORTER

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Exhibit #18 IBT Vinnie Graziano LOA denying UAL Techs grievance rights



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.

Exhibit #18 IBT Vinnie Graziano LOA denying UAL Techs grievance rights

Mr. Vinny Graziano

9/28/20

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- 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, appearing to read "Thomas Peralon". The signature is fluid and cursive, with a large initial "T".

Agreed, this 28th day of September 2020:

Vinny Graziano

cc: David Bourne
Zachery Jones
Tom Doxey