

No. 22-15902

IN THE UNITED STATES COURT OF APPEALS  
FOR THE NINTH CIRCUIT

JAMES E. SEITZ

*Plaintiff-Appellant*

v.

*INTERNATIONAL BROTHERHOOD OF TEAMSTERS*

*Et al.,*

*Defendants-Appellee*

On Appeal from the United States District Court  
for the U.S. District Court for the Northern District of California

No. 21-cv-05346-VC

Honorable Judge Vince Chhabria

**APPELLANT'S OPENING BRIEF**

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## JURISDICTION

This case arises from the judgement to dismiss Mr. Seitz's federal complaint submitted on June 12, 2021. There was no motion filed after the judgement. Mr. Seitz filed a notice of appeal on June 15, 2022.

## FACTS

In 2016 the United (UAL) technicians narrowly approved a new Joint Collective Bargaining Agreement (JCBA) by less than 1%. During the ratification the Teamsters (IBT) proposed wage scales at United based on the Industry Reset Cost Model would pay 2% above the average of American. (AA) and Delta (DL).

The UAL Technicians were told the new Industry Reset Letter of Agreement (LOA) was negotiated to be based on public information that would be provided to the membership. The Teamsters' negotiators stated during ratification the Cost Model was fought for and negotiated to be based on public information. The IBT advisor Dan Akins stated the Model was "*set and would not change*". (§ 6 FAC)

The Teamsters explained the Cost Model and its calculations would be converted to an MS excel model within 2 months of ratification and then placed for security on National Mediation Board (NMB) servers so it could not be changed.

The union negotiators explained in detail the intent of the Cost Model with all its calculations and the sum of those calculations. The application of Cost Model with new Wage Scales, Time off, Benefit and Pension increases was stated by the Teamsters to be 5.8% above the AA/DL Industry Average. (*¶ 6 FAC ex #1*)

The United Technicians were very distrustful of any convoluted formula proposed by the IBT used to determine future UAL wage increases. The Teamster negotiators including IBT Airline Division rep Vinnie Graziano and negotiating committee reassured the voting membership that the Exhibit A Cost Model would be kept secure on a server at the National Mediation Board (NMB). Therefore, it could not be changed after being voted on and it would be presented to the United Technicians at every Industry Reset period.

In 2018 during the second Industry Reset calculation the SFO Grievance committee stated that the Cost Model was based on “readily available public SEC information”. (*¶ 7 SAC ex #4*) The IBT Airline Division (AD) stated it was still being securely held at the National Mediation Board. (NMB) (*¶8 SAC ex #5*)

From 2016 to 2020 American (AA) and Delta (DL) Technicians received significant increases in Wages and Benefits, including Pay and Profit Sharing the two largest components of the Industry Reset Cost Model. In 2020 American and Delta pay, and profit sharing were AA \$56.28 and DL \$60.80 for an Industry

Average of \$58.54. According to the Industry Reset LOA United would have to add 2% to that to make \$59.71 the new Top Scale for UAL. In November of 2020 IBT AD rep Graziano signed a letter agreeing to new wage scales. The UAL Technicians' top wage scale with profit sharing for was \$53.49 which was \$6.22 less than required by the terms of the Industry Reset Letter of Agreement (LOA).

United Technicians across the system were puzzled by large differentials in the Teamsters newly agreed to wage scales. The differences between United and American varied widely from the previous 2016 wage scales, some by \$14 dollars an hour. United technicians requested a copy of the Exhibit A Cost Model. IBT rep Vinnie Graziano stated for the first time in 2020 that the Cost Model was proprietary and confidential information in the hands of the Company and would remain there. He further stated that no officer in the teamster's union has seen the Cost Model. (*¶17 SAC ex #9*)

The plaintiff filed grievances over the newly implemented wage scales and the new secret formula. Both grievances were consistent with the SFO IBT union committees' public statements and their interpretation of the Industry Reset Cost Model in 2016 and 2018. (*¶ 7 SAC ex #4*)

UAL Technicians still held the original interpretation provided by the IBT and its negotiators, in 2016 and again in 2018. *The Cost Model was on the servers*

*at the NMB and was based on public information to be provided to the membership at every Reset just like in 2016.* The words confidential and proprietary were never used by IBT officers prior to 2020 until the letter from Vinnie Graziano. The union and Company breached the CBA violating RLA Section 152 Seventh by changing the terms and conditions of UAL Technicians wages. (*¶ 30 SAC*)

The first grievance I filed was 2020-986-SFO-UA-142 (UA-142) filed on December 14, 2020, challenging the new calculation of the Cost Model. The second grievance I filed 2021-986-SFO-UA-5 (UA-5) on January 6, 2021, challenging the union and company for changing of the Cost Model to a secret formula. This grievance (UA-5) also questioned the integrity of the pension advisor at Cheiron who agreed to the new pension calculation. During the grievance process the SFO IBT Grievance officers committed numerous Duty of Fair Representation (DFR) violations, acting arbitrarily, in bad faith and with dishonesty and hostility over the following three months from December 14 to March 23, 2021.

On January 13, 2021, United management denied the first step grievance and within hours that same day the SFO IBT rep Greg Sullivan sent a close out letter on grievance (UA-5) without an investigation or explanation stating only the grievance lacked “sufficient merit”. The grievance was closed out without the consent of the grievant. (*¶56 SAC ¶ 30 FAC ex #5*) Closing a meritorious

grievance without consent or investigation is a bad faith arbitrary DFR violation. What makes this even more egregious, is that the grievance was consistent with committees own previous contractual interpretations and should have been upheld.

The SFO IBT Grievance Committee stated in 2016 and again in 2018, that ALL components of the Exhibit A Cost Model were based on readily available public SEC information to be provided to the membership. (§ 7 SAC ex #4 pg. 2)

The Company timeline to answer the first step grievance (UA-142) expired on Jan 6, 2021. On January 14, 2021, IBT rep Greg Sullivan emailed United Airlines manager Jeff McDonald and scheduled a 2<sup>nd</sup> Step Hearing on January 26, 2021, for the remaining grievance (UA-142). On January 21, 2021, IBT rep Sullivan sent an email stating the 2<sup>nd</sup> Step hearing was now cancelled, no explanation. On January 27, 2021, IBT rep Greg Sullivan emailed another closeout letter for grievance (UA-142). The grievance again was closed out without consent or explanation to the plaintiff, another DFR violation. This meritorious grievance was also consistent with the Teamsters long held interpretation of the LOA

The SFO Grievance Committee led by appointed IBT Business Agents Mark DesAngles and Javier Lectora provided no explanation for their sudden and unexpected change in the previous interpretation of the Industry Reset LOA. The committee refused to even answer in either closeout letter how or why the

Exhibit A Cost Model was changed to proprietary and confidential. The committee refused to answer why the union was no longer willing to provide the Cost Model they so thoroughly explained in detail in 2018.

The very definition of the words in the name Exhibit A Cost Model explains the purpose and intent of the negotiated LOA in 2016. To display the estimated price (value) of the JCBA.

**Exhibit** – *to display*   **Cost** – *estimate the price of*

**Model** - *a system of data presented as a mathematical description*

The Model's functions were to display the public information the Model is based on to the membership to confirm that their wages are 2% the average of American and Delta Technicians. That was the stated interpretation of and intent over 4 years by the Teamsters union at least until 2020. (*See ex #1 SAC*)

It is both irrational and lacking in common sense or logic that the Teamsters union negotiators would state they had to fight a hard-won victory and negotiate to have a Cost Model based on public information, only to have it changed 2 months later to a new secret and proprietary Company Model. This is the story presented by both defendants to the court, which is in complete contradiction of 4 years of history.

Furthermore, the Teamsters union stated the Cost Model would be placed on the National Mediation Boards server for security and then 4 years later they claim the Cost Model contained information so secret and proprietary to the Company that no one in the Teamsters union has seen it. These statements were all based on a proven 4 year lie perpetuated by the Teamsters that the Model was being held securely at the NMB (See ¶ 105 SAC ex #11 FOIA to NMB)

What is even more disconcerting was the grievance committee members silent behavior and refusal to even discuss their decision not to pursue the grievances or provide a reason to the grievants, why they lacked sufficient merit.

The grievances seek to remedy a \$6 dollar an hour discrepancy in Wages and Profit Sharing, the two largest components of the Cost Model and they were closed without explanation. There were three grievances filed over the 2020 Reset, two by the plaintiff and one by Geoff Wik a Plant Maintenance technician. Mr. Wik's grievance procedure experience led to union hostility, misinformation, threats and intimidation with IBT B/A Mark DesAngles. The record of those DFR violations by the union is provided to the court in hearing transcripts (¶134 SAC). Geoff Wik also signed a declaration of support for the plaintiff outlining Duty of Fair Representation violations committed against him by IBT officers during the grievance process. (pg. 9 Opp to IBT MTD SAC) The documents provide substantial evidence of the bad faith, hostility and threats shown Mr. DesAngles.

On February 2, 2021, the plaintiff received a closeout letter for grievance (UA-142) and responded back to IBT rep Sullivan.

*Greg, you stated earlier that this grievance was at second step and scheduled for a hearing on the 26th. What happened? Why again did the grievance committee deny the grievance? Could someone on the IBT grievance committee provide me with the hourly cost value of CARP for a United Technician for the 2020 calculation? CARP is an ERISA covered plan so there must be some Federal Reporting requirements or reports that are filed on the plan value or cost. I want to move this grievance to the 3rd step. What do I need to do?* Sullivan refused to answer.

On February 4, 2021, the plaintiff received an email from IBT BA Mark DesAngles stating the closed grievances were reopened and the two Industry Reset grievances will be merged into one grievance named 2021-986-SFO-2 now at Step 2 of the grievance procedure. On February 5, 2021, IBT Grievance Secretary John Johnson stated in email that Geoff Wik's grievance would now be merged into the plaintiff's and all three grievances are named 2021-986-SFO-2 Et al and will be heard at the same time.

On February 9, 2021, the plaintiff emailed IBT rep Greg Sullivan to ask how and why the grievances were reopened. The plaintiff had just had his first grievance for the 2018 Industry Reset federal complaint 20-cv-05442- DMR *Seitz v Teamsters* dismissed in the Oakland Federal Court in November of 2020, because the union argued to Hon. Judge Donna Ryu that once a grievant is even told a grievance is closed it is final and binding citing *Del Costello v Teamsters*.

Jim Seitz email: *“Greg who in the union decided to reopen closed grievances after the grievance committee and the company closed it. Was it the Local union? Was it the Airline Division? Who at United the company agreed to reopen these grievances? I would like to talk to the company rep who made this decision and why they made it. Under what section of the CBA is this covered? You stated they were reopened, I would just like an explanation as to why the union and the company have made a 180 on their previous decisions.”*

On February 10, 2021, Mr. Sullivan responded but refused to answer why or how the union reopened the grievance. He would not even discuss the process to reopen the grievances. The union was silent and did not answer any questions. At this point even the layman can easily infer that the union and company were working together, refusing to answer any questions related to their decision to reopen the grievances. IBT rep Sullivan responded in email; *“Jim, to answer the question about reinstating the grievances, your grievance is at Step 2 after an internal review of our process here at SFO. The Company is not involved.”*

The plaintiff was justifiably angry his previous federal case over this same contractual issue was dismissed 3 months earlier by the Oakland 9th Circuit Court for statutory timeliness. On February 10, 2021, Geoff Wik heard the same thing from IBT rep John Johnson, who stated the union discussed his grievance in depth,

but refused to explain why the IBT committee had decided to reopen his grievance stating it was “above his pay grade”

On February 20, 2021, Geoff Wik contacted John Johnson to inform him he is going out on medical leave and authorized Jim Seitz to speak on his behalf during the 2<sup>nd</sup> step hearing. Geoff Wik was the first to fall victim to the constant misinformation and threats from the Teamsters concerning his right to file grievances under the RLA. Geoff Wik’s testimony of the ordeal is now in the record (¶ SAC 90 Ex 20) The IBT hearing transcripts from the charges filed against IBT rep DesAngles. The declaration provided by Mr. Wik in the (*Opp to IBT MTD SAC*) court doc 49-1. Considering the statements made by IBT rep Mark DesAngles the court can reasonably infer that this same contempt and hostility was held for the plaintiff with the same grievance.

On March 4, 2021, the 2<sup>nd</sup> Step hearing was held concerning Et al grievance. IBT rep Sullivan performed no investigation into the merits of the grievance prior to the hearing. The plaintiff was forced to present his grievance and Mr. Wik’s grievance on his own without assistance from IBT rep Greg Sullivan or IBT rep John Johnson who had done no investigation into the grievance but sat there silently and refused to advocate for the plaintiff and their own previous public interpretations of the LOA. Greg Sullivan violated his Duty of Fair representation by failing to act as an advocate for the plaintiff during. IBT rep Sullivan ignored

the past four years of the Grievance Committees interpretation and public statements to the membership that promised to provide them with the Cost Model and its public information at every reset.

Greg Sullivan sat silent during the hearing as the plaintiff advocated for a fair equitable consideration to investigate the Company and Unions newly announced interpretation of the LOA. The grievance was filed to enforce the LOA and hold the Company and the Union to their statements made in 2016, to provide a Cost Model based on public information that showed United Technicians were actually being paid 2% above the average of American and Delta Technicians.

The plaintiff asked the union and company to follow the LOA and provide the Exhibit A Cost Model and its public information that they had stated was securely held on the servers NMB over the last 4 years. I provided 13 Exhibits during the hearing citing historical documents and the various statements made by the IBT grievance committee, and the IBT Airline Division. I presented copies of the original grievance that were denied by both the union and company (UA-5) on the same day as lacking sufficient merit. The plaintiff then presented the Company and Union with procedural questions about their process to close and then reopen those grievances a month after being closed. Those questions were ignored. Both sides refused to answer the questions presented in writing. (*¶65 SAC ex #17*)

The plaintiff provided the only available public information that are the two largest components of the Industry Reset Pay and Profit Sharing that showed a \$6.22 disparity in the new confidential and proprietary Cost Model calculation.

Greg Sullivan violated his duty of fair representation when he refused to act as an advocate during the hearing and argue for the original union interpretation. The statements made by the plaintiff in that hearing were once spoken by Greg Sullivan, Mark DesAngles and Javier Lectora but on the day of the hearing the plaintiff was the only one who consistently held to the original interpretation of the letter of agreement. The whole hearing was a perfunctory performance of the grievance procedure by IBT rep Sullivan and Johnson.

The union may have a wide latitude of discretion for contract interpretation but when that interpretation is changed from public information and then swung 180 degrees from the original interpretation to Company Proprietary and Confidential the unions new interpretation becomes irrational and arbitrary bad faith DFR as defined by – (¶ 60 SAC Beck v United Food 9<sup>th</sup> Cir 2007) and (pg. 12 Opp to IBT MTD SAC Robesky v. Qantas Airways 9<sup>th</sup> Cir. 1978.)

On March 10, United management denied the grievances. Stating that there is nothing in the contract that states they have to provide the Exhibit A Cost Model to the membership. (¶ 35 FAC ex #12) This is in direct contradiction to Union

statements during ratification of the LOA in 2016 and repeated again by the committee in 2018 (§7 SAC ex #4.)

On March 22, 2021, the plaintiff emailed Mr. Sullivan inquiring about the status of the grievance and the upcoming grievance timeline to file an appeal and move to the third step. The plaintiff stated, if the union would not support the grievance, he would pursue it on his own without union assistance. (§ 67 SAC Ex #18) This is consistent with the statutory rights under the RLA as described by (§ 72 SAC *Elgin v Burley US 1945*) (§78 SAC *Stevens v Teamsters 9<sup>th</sup> Cir. 1980*)

On March 23, 2021, Mr. Sullivan emailed the plaintiff a closeout letter on the grievances. The answer was the same “lacks sufficient merit” no explanation, no reason given for the lack of merit for a grievance that was consistent with the union’s years of interpretation. Furthermore, Greg Sullivan stated there is no ability under the contract to appeal, the grievance committee’s decision. (§78 SAC *Stevens v Teamsters 9<sup>th</sup> Cir. 1980*)

On April 19, counsel for the plaintiff contacted the National Mediation Board (NMB) to request a copy of the Exhibit A Cost Model that the Teamsters union negotiators and officers stated was being held for security on its servers in 2016. IBT rep Graziano repeated this statement in a June 2018. (§8 SAC Ex #5)

On April 29, 2021, the NMB Acting General Counsel Maria-Kate Dowling responded, “*The agency is not in possession of the document you are seeking*”.

Ms. Kate Dowling stated, “*You may contact our FOIA Public Liaison, John S.F. Gross for any further assistance and to discuss any aspect of your request.*”

On May 5, 2021, the plaintiffs’ counsel called the NMB FOIA Public Liaison Mr.

Gross about the Cost Model. Mr. Gross stated “*we never had the cost model on our*

*server and never would*” “*we don’t have a server like that, we do not use servers*

*like that*” This confirmed that the Teamsters negotiators, financial advisor Dan

Akins and Mr. Graziano all lied to the United Technicians in an effort to gain

support to pass the 2016 tentative agreement. The union officers and negotiators

committed a DFR violation, acting dishonestly, misrepresenting the agreement, an

act of bad faith. This FOIA is listed as (*¶105 SAC Ex # 11*)

On May 8, 2021, the plaintiff wrote a letter to the Teamsters International

General Secretary Treasurer requesting a true and correct copy of the United

Airlines JCBA with all letters of agreement and specifically the Exhibit A Cost

Model outlined in the Industry Reset LOA. The International Union did not

respond to the request. (*pg. 4 ex #2 Opp IBT MTD SAC*).

On June 12, 2021, the plaintiff filed a complaint in federal court under the Railway Labor Act citing breach of contract and DFR violations by the Teamsters union.

## PROCEEDINGS BEFORE THE DISTRICT COURT

### A. REQUEST FROM THE DISTRICT COURT

The plaintiff requested Honorable Judge Chhabria for a jury trial to find that the Teamsters committed numerous Duty of Fair Representation violations during the grievance process and in collusion with United breached the CBA of UAL Technicians by failing to follow the negotiated terms of the Industry Reset Letter of Agreement #29, violating Section 152 Seventh of the RLA.

The plaintiff requested the court order United Airlines and the Teamsters to release the Industry Reset Exhibit A Cost Model based on publicly available information that determined the 2016 along with the 2018 and 2020 Cost Models.

The plaintiff asked the court to make whole the United employees for any losses associated with the 2018 and 2020 Industry Reset calculations that did not follow the original 2016 Cost Model calculations and application that were negotiated and voted on by the United Airlines Mechanics Class and Craft.

The plaintiff requested a jury trial citing a hybrid claim and futility in the grievance process, showing that the RLA mandated grievance machinery had been repudiated by the IBT Grievance Committee and United Airlines management.

The plaintiff agreed to go to arbitration under the RLA process, (*¶141SAC*) but it is now clear that would end in failure considering the dishonesty and

manipulation that has been displayed by the IBT and United in the grievance procedure and in the court during this complaint's proceedings already. The plaintiff now believes the RLA remedy process would be drawn out as long as possible by the defendants and end up back in federal court.

The appeals court offered their mediation services for pro se plaintiffs, and I accepted that offer in a letter to Mr. Kaiser prior to filing this brief. It is clear from Mr. Kaiser's response the defendants are not interested in mediation.

This case involves hundreds of millions in owed back wages alone by the plaintiff's own estimates. This estimate is in the complaint and does not even include 401k and Pension Contributions that need to be considered. The plaintiff believes that the irreversible harm done for over 4 years to 8000 UAL Technicians and their families has to be stopped asap. (*¶ 100 SAC 2020 AA v UA Wages*)

These issues raised in this complaint can only be fairly examined in an open forum and jury trial to reconcile the facts and get to the truth. The UAL technicians and their families need to know, how and why they fell from the highest paid in the industry in 2008 to the lowest paid under Teamsters representation in 2022.

## B. LEGAL CLAIMS RAISED

The plaintiff has stated DFR violations citing examples of arbitrary actions, bad faith, hostility and dishonesty by the Teamsters grievance committee during the grievance process. IBT Reps Greg Sullivan, Mark DesAngles, John Johnson and Clacy Griswold misrepresented the statutory rights of employees and the grievance procedure and refused to investigate a meritorious grievance. The Teamsters union denied the plaintiff's statutory right all RLA employees have to move their grievances to arbitration under 45 USC Section 151&181-184 for Air Carriers. (*Count II SAC Breach of CBA Denying the Statutory RLA Right to Arbitration*) *Elgin Joliet & Eastern Railway Co. v. Burley et al.*, (*US Supreme Court 1945*)

The pro se plaintiff cited *Vaca v Sipes* for arbitrary decisions made during the grievance procedure without reason and in bad faith, acting dishonestly and performing the grievance procedure in a perfunctory manner by an exclusive agent that controls the higher levels of the grievance procedure. The 6<sup>th</sup> Cir. Court also thought the NLRA *Vaca v Sipes* was an acceptable citation for violations of Duty for Fair Representation under the RLA in *Kaschak v Consolidated Rail*. (*Kaschak v Consolidated Rail 6<sup>th</sup> Cir. 1983*)

IBT Greg Sullivan and the IBT grievance committee denied a meritorious grievance that was consistent their own previous public statements and the original interpretation of the Letter of Agreement.

The plaintiff provided exhibits from the IBT committee (§ 4 SAC ex 4) that stated the Cost Model was based on public information in contradiction to their new interpretation without providing a reason.

The union closed a grievance on the same day without an investigation and without providing a reason the 9<sup>th</sup> Circuit *citing Robesky* “A union must have an ample basis upon which to make their decisions and provide to the grievant the basis for which the grievance was denied.” The IBT never provided a reason.

*Gregg v Teamsters Local 150 (9th Cir. 1983) (pg. 13 Opp to UAL MTD SAC)*

“While unions are accorded great leeway in deciding how to handle employee grievances, the merits of the underlying dispute or claim are not irrelevant to evaluating bad faith”. The IBT committee never explained the closing of the

meritorious grievance that was consistent with their own previous interpretation.

The grievance committee claimed to have held discussions over the grievance, but

John Johnson the Teamsters Grievance Secretary refused to disclose what they

discussed stating it was above his pay grade.

In *Banks v Bethlehem* the court found it was a DFR violation not to properly investigate a grievance and call relevant witnesses. The court also stated in *Banks*

*“before assessing the merits of a grievance, a union must have an ample basis upon which to make such an assessment.”* Greg Sullivan and the committee did not perform any investigation nor could they, the Cost Model was changed to Company confidential and proprietary, so they couldn’t explain the new \$6.22 per hour wage gap between United and American Technicians.

*(Banks v Bethlehem Steel Corp. 9th Cir. 1988) (pg.6. Opp to IBT MTD FAC)*

IBT rep, Greg Sullivan and Grievance Secretary John Johnson then refused answer any questions from the grievants on why and how the union and company suddenly reopened their closed grievances. Acting *arbitrarily* without providing a rational and logical explanation to the grievants.

IBT Rep John Johnson stated to the other grievant Geoff Wik *“we discussed it at length, but we are not going to tell you what we discussed”*. During the 2<sup>nd</sup> step hearing the plaintiff asked the union reps Mr. Johnson and Mr. Sullivan why the grievances were closed and then reopened and what process was used both refused to answer. After the hearing the grievances were again closed without an explanation why the union would not pursue them.

*(Beck v United Food 9th Cir. 2007) (pg.5 Opp to IBT MTD SAC)*

The actions stated above as well as their conduct during the hearing showed IBT reps Sullivan and Johnson were, performing the grievance procedure in a perfunctory manner. The union and company scheduled the 2<sup>nd</sup> Step hearing, but

Mr. Sullivan did not act as an advocate for the plaintiff during the hearing. IBT Rep Sullivan sat silently through the entire hearing after he performed a halfhearted reading of the text of the new grievances. More importantly IBT reps Sullivan and Johnson never argued or advocated for the union's original interpretation that the Exhibit A Cost Model. The plaintiff presented 13 exhibits during the hearing including the Cost Model and the grievance committees own report that stated all information was public and that they would provide it. Greg Sullivan and John Johnson did not advocate for the grievant and ignored these exhibits during the 2<sup>nd</sup> Step hearing and afterwards. They sat and said nothing even though the documents from their own committee were presented during the hearing to prove the grievance was consistent with their original interpretation. (§7 SAC ex #4) During the hearing IBT Rep Sullivan did not even challenge United's new interpretation that the Cost Model was now their own proprietary and confidential property. (§113 SAC *Vaca v Sipes US 1967*)

The Teamsters defendant union and Staff attorney Ms. Diedre Holland who now works as a mediator for the National Mediation Board (NMB) argued to the Oakland 9<sup>th</sup> Circuit Court in 2020 that once a grievance is closed it is final (§ 55 SAC) That is what the union defendants argued in their MTD in Case No. 20 cv 04452-DMR the plaintiffs Federal DFR complaint against the Teamsters for the 2018 Industry Reset. That grievance was also closed with no explanation.

In 2021 the Teamsters defendants now argue to the San Francisco 9<sup>th</sup> Circuit Court judge that a grievance can be reopened without a process and without providing any rational reason to the same plaintiff.

The union then closed the grievance once again with the same quote “lacks sufficient merit” after performing a perfunctory hearing without an investigation, without asking any questions during the hearing. They also failed to provide any rational reason why they changed their position on the LOA. The plaintiff cited closing the grievance again without providing a reason arbitrarily as defined by the 9<sup>th</sup> Circuit *a. Conduct which lacks a rational basis; or b. Egregious conduct reflecting a reckless disregard of the rights of the employee. Id. at 1088-90*

*Robesky v. Quantas Empire (9th Cir. 1978) (pg. 12 Opp to IBT MTD SAC)*

. In *Robesky* the union leaders did not provide a rational reason not to tell the grievant her grievance was closed. In this case the union refused to provide a rational reason why the grievance was closed again for a second time. The union recklessly disregarded the plaintiffs statutory right to proceed to arbitration.

Hostility, Threats and intimidation from the union. The grievance committee’s hostility towards the grievants who challenged their new secret formula interpretation were presented to the court in the hearing transcripts of Geoff Wik (§ 90 SAC) the other grievant involved in the Et al grievance.

Mr. Wik went on stress leave after Teamsters SFO 986 Business Mark DesAngles threatened, intimidated and harassed him during the grievance process. Mark DesAngles one of the chairmen of the Teamsters grievance committee was so hostile to Mr. Wik during the grievance process, he was forced to take stress leave and couldn't attend the hearing. If IBT rep Mark DesAngles couldn't convince Geoff Wik he didn't have the right to file grievances and to drop the grievance, then he would threaten and harass him until he couldn't show up to defend his rights. To threaten and intimidate people who challenge the union unfortunately it seems to be prevalent at United Airlines under Teamsters representation. Mr. Wik filed formal hearing charges against Mr. Mark DesAngles.

The plaintiff provided transcript to the court from Mr. Wik from the hearing based on Mr. DesAngles treatment during the grievance process.

*(Court Doc 49-1) 4. Mr. DesAngles conducted himself in a manner bringing reproach upon the union by screaming at me, a fellow member; by using profanity in telling me to "f" off; by threatening me for exercising my rights; by demeaning me for asking questions, and failing to calmly explain why should stop moving my grievance forward, stating I was being selfish and greedy for simply exercising contractual rights. Railroad Labor Act.*

The court can reasonably infer by the statements made by IBT rep DesAngles and his views on grievants rights, the same hostility and animus was held for the plaintiff. Based on this testimony Teamsters grievance committee chair Mark DesAngles and his grievance committee think we have no right to file

grievances. The plaintiff was the only remaining grievant to challenge the unions new interpretation of the LOA.

In *Stevens v Teamster Local 2707* three airline employees prevailed when their union breached its duty of fair representation by unilaterally withdrawing their grievances that the union felt were without merit without notice to the employees, thereby foreclosing the latter from pursuing their claims individually.

The plaintiff emailed IBT rep Sullivan March 22, 2021, and informed him of the impending grievance timeline and instructed him that he wanted to move his grievance forward on his own. Mr. Sullivan emailed back the following day stating that the grievance was closed out. (*¶ 69 SAC ex 19*) This is a bad faith and arbitrary DFR violation of consent without notification as cited in *Stevens*. The Committee closed it as meritless. This is also a DFR violation of the plaintiff's grievance rights under the RLA as cited by *Stevens*. Greg Sullivan also stated there was no appeal process available to the plaintiff. This is another DFR violation of the plaintiff's statutory rights as cited in *Stevens, Elgin, Capraro, Kaschak, and Landers*. The 9<sup>th</sup> Cir. WD stated in *Stevens*. "*The right of individual employees to process their own grievances is statutory in nature and should not be lightly abrogated*". Greg Sullivan and the grievance committee acted egregiously and in bad faith and closed the grievance without the plaintiffs his consent.

(*Stevens v Teamsters Local 2707 (WD 1980) (¶ 78 SAC)*)

The plaintiff cited numerous cases to the court that affirmed the employees statutory RLA right to proceed through the grievance process on their own to arbitration. The Supreme Court stated when describing those rights

*“It follows that 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.”*

*Elgin Joliet & Eastern Railway Co. v. Burley et al., (US 1945) (¶ 72 SAC)*

The court stated in *Capraro* *“the grievance and arbitration process are 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.”* *“It necessarily follows that an employer and a union, through a negotiated collective bargaining agreement, cannot deprive a category of employees of access to the grievance and arbitration process. Capraro v UPS 993 F.2d 328 (3<sup>rd</sup> Cir 1993) (¶ 73 SAC)*

In *Landers v National Railroad Passenger Corp* 1988 the Supreme Court

maintained that grievants have the statutory right to take their grievances to arbitration with their own representation. The court stated

*“That while the Act does not allow for the representative of their choice during company level grievances”* The court stated *153 First (j) which expressly allowed employees the representative of their choice at the Adjustment Board level.*

*Landers v. National Railroad Passenger Corp (US 1988) (¶75 sac)*

In *Kaschak* the court stated “*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.*”

More importantly they stated, “*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*

*Kaschak v Consolidated Rail Corp (6<sup>th</sup> Cir 1983) (§ 77 SAC)*

The plaintiff believes he has adequately demonstrated the union DFR in denying the plaintiff his statutory rights during the grievance process. The company worked collusively in repudiating the grievance machinery by the unexplained actions of both the company and union in closing and reopening grievances and scheduling a “*show hearing*” to avoid a DFR violation. During and after the hearing the Company and Union both refused to answer basic procedural questions over their grievance process. These unanswered questions are presented in (§65 SAC ex 17)

CA Labor Codes 222 and 223 prevent the negotiation of secret formulas into union contracts that defraud the employees or the state out of the any portion of their negotiated the contractually negotiated rate. (§129 § 133 SAC) The plaintiff

provided United's own JCBA language - Article 1 Purpose, Scope and Status of Agreement - Paragraph J 4 page 14. *It is the intent of the parties that they be and remain in compliance with all applicable laws and regulations. 2016-2022 United Technicians JCBA (pg.15 Opp to UAL MTD SAC)*

By changing the Cost Model in 2020 from public to Confidential and Proprietary Company and Union have changed the terms of the original LOA and violated these State Labor Codes. United Airlines cannot claim a right for preemption under the RLA for a secret wage formula that it did not negotiate in the contract. The plaintiff also cited the Schurke test stating a state right not found in the contract not preempted. *There is no right to a secret wage formula in the United CBA.*

*Alaska Airlines Inc v Schurke (9<sup>th</sup> Circuit Court 2018) (pg. 18 Opp UAL MTD SAC)* The plaintiff also cited *ATA Aircon FedEx United v City and County of SFO SFO Airports Commission*, which applied Medical Benefits and Pay requirements over the CBA Benefits and Pay to show that even RLA preemption has its limits. *ATA Aircon FedEx United v City and County of SFO SFO Airports Commission (9<sup>th</sup> Circuit Court 2001) page 18 Opp to UAL MTD SAC*

The plaintiff also cited the Airline Deregulation Act and its conditions for preemption spelled out in the *Morales v TWA* there the court outlined the three primary standards for preemption and a secret formula wasn't one of them.

*(Morales v TWA US Supreme Court 1992) (pg. 18 Opp to UAL MTD SAC)*

The plaintiff brought up the Futility exception to proceed to federal court to have a fair and just hearing of the facts citing *Vaca v Sipes* again in (§ 113 SAC).

The courts have created exceptions to the exclusive jurisdiction of the Adjustment Board Jurisdiction. Court may hear minor disputes when 1) The employer has repudiated the grievance machinery, 2) The resort to the administrative remedy would be futile 3) The employer is joined in a breach of the Duty of Fair Representation claim against the Union. An employee may pursue an action in a federal court despite failing to fully exhaust contractual remedies when.

(1) "the union has the 'sole power' under the contract to invoke the upper-level grievance procedures and yet prevents an employee from exhausting contractual remedies by wrongfully refusing to process the employee's grievance in violation of its duty of fair representation. (2) the employer's conduct amounts to a repudiation of the remedial procedures specified in the contract," (*Vaca v. Sipes*, 386 U.S. 171, 185-86, 87 S. Ct. 903, 17 L. Ed. 2d 842 (1967))

The plaintiff also brought up a Hybrid claim where the Company and the Union are joined together in DFR violation and in this case a Contract Breach USC 45 RLA Section 152 changing the wages, terms and conditions outside of Section 156 the negotiations process of the RLA. *Steele v Louisville & Nashville Railroad Co. et al.* US Supreme Court (1944) (pg. 10 of Opp to IBT MTD SAC)

*Glover v. St. Louis-San Francisco Ry.*, 393 U.S. 324, 330 (1969) (pg.13 Opp to UAL MTD SAC)

NLRA Citations - The plaintiff cited the NLRA, and its amendments found in the LMRA - 1947 Taft Hartley act – to provide the court with specific DFR charges the plaintiff believes was requested by the court in the leave to amend. The NLRA aided the plaintiff in describing the DFR violations more specifically to the court. These citations under the NLRA are consistent with the common law DFR violations cited under the RLA. This mistake has even been made by some federal courts in *Raus v Brotherhood Ry Carmen* 663 F.2d 791 (8<sup>th</sup> Cir. 1981)

The Supreme Court has often looked to the LMRA and the National Labor Relations Act (NLRA) in construing or interpreting the RLA. *See Brotherhood of R.R. Trainmen v. Jacksonville Terminal Co.*, *supra*; *Steele v. Louisville Nashville R. Co* This is particularly true where the general principles to be considered are capable of consistent application. The importance of the compensation principle underlies all federal labor relations schemes and has been often discussed and applied in the context of both the LMRA and the RLA. *Compare Bowen v. United States Postal Service*, *supra* and *International Brotherhood of Electrical Workers v. Foust*, *supra*. *Kaschak v. Consolidated Rail Corp.* 707 F.2d 902, 906-08 (6<sup>th</sup> Cir. 1983)

Featherbedding – the plaintiff was unaware of this terminology until he reviewed Sections 7 and 8 of the LMRA Taft Harley Act of 1947 that was added the NLRA. (§ 125 SAC) The courts discuss NLRA principles applying to RLA. *Accordingly, we reject the appellee's implication that this Court should ignore the teaching and result in Vaca v. Sipes merely because, on its facts, it dealt with an employer-employee relationship under the LMRA. Thus, where appropriate, labor issues may be properly resolved by going beyond the four corners of any applicable statutory scheme. Moreover, to the extent that a corpus of national labor policy exists, we are to look for it first in the law developed during the administration and interpretation of the National Labor Relations Act. Brotherhood of Railroad Trainmen v. Terminal Co., 394 U.S. at 383, 89 S.Ct. at 1117* (applying NLRA principles to resolve issues in RLA context).

## **PROCEEDINGS BEFORE THE COURT OF APPEALS**

### **A. ISSUES TO REVIEW AS PRESENTED TO THE DISTRICT COURT**

In the honorable judge's first point raised granting the defendants motion to dismiss, he stated deference normally given to decisions by a collective bargaining representative. The court also cited personal animus as not being the basis for a DFR complaint to allow the plaintiff to have a viable complaint.

The plaintiff believes that is a secondary issue presented in the complaint.

The primary issue is one of statutory rights of the RLA employees to have their grievances presented, investigated, heard in a fair and impartial manner up to and including arbitration. Every employee deserves an answer to resolve their minor disputes.

The court stated that there has been no claim made against the union defendants therefore the court does not have jurisdiction over the claim that United breached the contract. The court cites *Bautista v Pan American World Airways Inc* 828 F.2d 546, 551 (9<sup>th</sup> Cir. 1987). While that case concerns the negotiations and interpretations. The case before the court isn't about interpretation of the Cost Model. The information presented to the court shows that something has drastically changed in the interpretation and application of the Model that affects thousands of employees and their families and it needs answered. More importantly the grievance needs to be investigated and answered.

This complaint is about the grievance procedure and the statutory rights of RLA employees. It is about the treatment of those employees who exercised their rights to have their grievances heard through the statutory process set up by congress to have minor disputes answered and settled.

Disputes over contract interpretations and application of the CBA happen every day, which is why there needs to be a grievance procedure that functions properly and impartially. Our statutory grievance procedure contains individual rights provided by Congress under the RLA and should not be diminished or pushed aside, or as the Supreme Court said in *Elgin v Burley* 1945 -without individual rights workers become only shadows with no voice.

The court stated that Sections 222 and 223 are preempted by the RLA. I do not believe that to be the case considering the clear language in the contract that states United Airlines will comply with all applicable state laws.

The court states that the NLRA does not apply to RLA employees, while the plaintiff now understands common law, or previous judicial decisions as a legal basis for most DFR complaints under the RLA, the plaintiff will and has provided numerous examples of RLA, LMRA and NLRA cross application by the courts. The courts call it a common standard that should be used. The LMRA helps workers understand their rights and how to protect them. In my 32 years working under the RLA, I have come to appreciate the NLRA and the NLRB which has the LMRA and enforcement arm to assist workers unlike the employees under the NMB, that's why we are here today. The LMRDA applies to all unions to prevent corruption in the unions, the LMRA does the same.

## B. LEGAL SUPPORT OF ISSUES ON APPEAL

On June 6, 2022, United Airlines pilot William Bumpus won a decision in a case involving the interpretation of seniority rights. United Airlines and ALPA refused to process Mr. Bumpus's grievance to arbitration. The Hon. Judge Shah ruled consistent with the US Supreme Court in *Elgin* that every employee had the right to proceed to arbitration on their own with their grievances.

*Individual employees have a statutory right to compel arbitration. The union cannot act as a "gatekeeper," and prevent plaintiff from invoking his statutory right to arbitration. (Bumpus v ALPA/United 7<sup>th</sup> Cir 2022)*

Judge Chhabria states the union deference in its ability to close a grievance but as the 9<sup>th</sup> Cir. cited in *Stevens v Teamsters Local 2707*. The union cannot deprive the employees of their statutory right to proceed the grievance process, or closeout a grievance without the consent of the grievant, the Greg Sullivan closed out the grievance without consent and without providing even a reason or interpretation, after the plaintiff had instructed him to move it forward denying him his statutory rights. Greg Sullivan and the Committee performed no investigation into the merits of the case. The Ninth Circuit has held that when a grievance is "important and meritorious, the union must provide a "more substantial" reason for rejecting the grievance. A union's contractual analysis may be perfunctory or

arbitrary if it never seriously considered the grievant's rights; if it improperly considered the individual grievant's facts as part of a group grievance with other, non-similarly situated employees; and if the union's explanation is factually inconsistent and contradictory. In the complaint the appeals court today the plaintiff didn't even receive an explanation on why his grievance was denied.

By all the standards set forward by the 9<sup>th</sup> Circuit court the SFO Teamsters grievance committee has committed numerous arbitrary and bad faith acts over the course of 4 months to constitute a solid DFR complaint against the union.

*Rollins v. Community Hosp. of San Bernardino*, 839 F.3d 1181,207 LRRM 3465 (9<sup>th</sup> Cir. 2016).

In *Anderson v United Paper workers*, the union was found to have committed a bad faith DFR violation by presenting false information during a ratification of a contract. IBT Rep Vinnie Graziano and the Teamsters negotiators presented false information to get a contract ratified. That is exactly what happened in this case.

The union lied to the membership about the security of the Cost Model being held on the servers at the NMB to get ratification. The union continued perpetuating this lie for 4 years. The complaint has provided sufficient evidence for a bad faith DFR violation on contractual misrepresentation that has led to the loss of tens of millions in contractually owed wages. The union has now blocked our right to

investigate grievances further and proceed to arbitration over the interpretation which is our statutory right under the RLA. The false statements made during and after ratification made by the IBT negotiating committee, and IBT Airline Division rep Vinnie Graziano. The union has changed the interpretation of the LOA from being based on public information to confidential and proprietary and is now stating our grievances have no merit. The union refuses to answer the grievances or allow them to go to arbitration. That leaves our only remedy the federal court.

*Anderson v United Paper workers (8<sup>th</sup> Cir. 1980)*

During the Motion to dismiss hearing held November 2021 the union defense attorney made many misleading unsubstantiated claims to the judge that completely contradicted the written letter of agreement and its original intent.

*Stating to the judge that the wage increases would be determine by a “particular method left to the parties”.* In their Motions to Dismiss in 2022 the company

defendants claim they periodically meet and negotiate a new proprietary cost model. This is contradictory to 4 years of Teamsters union leadership statements.

The wage increases were based on a Cost Model already negotiated and voted on by the membership. The United Technicians were told by the IBT “the model is set and will not change” The model was not to be renegotiated and changed.

NLRA LMRA and RLA - The fair representation doctrine serves as a bulwark to prevent arbitrary union conduct against individuals stripped of traditional forms of redress by the provisions of federal labor law. NLRA -The Supreme Court has

often looked to the LMRA and the National Labor Relations Act (NLRA) in construing or interpreting the RLA. *Steele v. Louisville Nashville R. Co.*, 323 U.S. 192, 200-201, 65 S.Ct. 226, 231, 89 L.Ed. 173 (1944); *Cf. Duggan v. International Association of Machinists*, 510 F.2d 1086, 1087-88 (9th Cir. 1975). . Again, the plaintiff used these to precisely state the DFR claims against the union to the court.

Lastly as the Court of Appeals indicated, "where the courts are called upon to fulfill their role as the primary guardians of the duty of fair representation," complaints should be construed to avoid dismissals and the plaintiff at the very least "should be given the opportunity to file supplemental pleadings unless it appears 'beyond doubt' that he cannot state a good cause of action. " 407 F.2d, at 679. See *Conley v. Gibson*, 355 U.S. 41, 45-46 (1957) *Czosek v. O'Mara*, 397 U.S. 25 (1970) – (pg. 6 of *Opp to UAL MTD FAC*)

### **PENDING AND PREVIOUS CASES**

The Appellant has no cases pending in the court of appeals, and has no previous cases decided in the court of appeals. Mr. Seitz had filed a similar case with the District Court asserting a similar DFR complaint against the Teamsters that was dismissed based on statutory time limits.

## CONCLUSION

I believe I have presented enough documented evidence in the court record and exhibits and provided sufficient 9<sup>th</sup> Circuit caselaw to support my claims for the arbitrary, bad faith, dishonest and hostile actions that constitute a valid Duty of Fair Representation violation by the Teamsters union and its grievance committee to persuade the court the right to discovery and trial concerning this complaint that affects over 8000 United Technicians and their families.

For all the reasons stated above, I ask the Court to reverse the District Courts Order and enter into a judgement in favor of the Plaintiff.

Dated September 23, 2022,

respectfully submitted.

*/s/ James E Seitz*

Pro se plaintiff

UNITED STATES COURT OF APPEALS  
FOR THE NINTH CIRCUIT

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9th Cir. Case Number(s) 22-15902

I am the attorney or self-represented party.

This brief contains 8420 words, excluding the items exempted by Fed.

R. App. P. 32(f). The brief's type size and typeface comply with Fed. R. App. P. 32(a)(5) and (6).

I certify that this brief (*select only one*):

complies with the word limit of Cir. R. 32-1.

is a **cross-appeal** brief and complies with the word limit of Cir. R. 28.1-1.

is an **amicus** brief and complies with the word limit of Fed. R. App. P. 29(a)(5), Cir. R. 29-2(c)(2), or Cir. R. 29-2(c)(3).

is for a **death penalty** case and complies with the word limit of Cir. R. 32-4.

complies with the longer length limit permitted by Cir. R. 32-2(b) because (*select only one*):

it is a joint brief submitted by separately represented parties;

a party or parties are filing a single brief in response to multiple briefs; or

a party or parties are filing a single brief in response to a longer joint brief.

complies with the length limit designated by court order dated \_\_\_\_\_.

is accompanied by a motion to file a longer brief pursuant to Cir. R. 32-2(a).

Signature s/James E Seitz \_\_\_\_\_ Date 9-23-2022  
(use "s/[typed name]" to sign electronically-filed documents)

**UNITED STATES COURT OF APPEALS  
FOR THE NINTH CIRCUIT**

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I certify that I served the foregoing/attached document(s) via email to all registered case participants on this date because it is a sealed filing or is  submitted as an original petition or other original proceeding and therefore cannot be served via the Appellate Electronic Filing system.

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I certify that I served the foregoing/attached document(s) on this date by hand  delivery, mail, third party commercial carrier for delivery within 3 calendar days, or, having obtained prior consent, by email to the following unregistered case participants (*list each name and mailing/email address*):

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APPELANTS OPENING BRIEF

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- 1 4. On December 6, 2016, United Technicians Class and Craft narrowly ratified a new  
2 collective bargaining agreement, that included a letter of agreement #29 “Industry Reset”.  
3 This Industry Reset was described to United Technicians as a formula that would ensure  
4 the sum value of United Technicians contract would remain 2% above the average of the  
5 Wages and Benefits of American Airlines and Delta Airlines Technicians. This 2%  
6 calculation as described in the Industry Reset would be the basis for any future raises of  
7 United Technicians.
- 8 5. The calculation or “Cost Model” is found in LOA #29 Industry Reset and is listed as  
9 Exhibit A. When this LOA was presented to the United Technicians in the fall of 2016,  
10 Dan Akins the author of the calculation and economic advisor for the Teamsters stated  
11 that the United contract was 5.8% above the average of the Delta and American  
12 Technicians’ contracts. Additionally, Mr. Akins stated that the non-Pay elements of the  
13 proposed new contract were \$1.02 above the American/Delta Technicians average.
- 14 6. In a video put out by the Teamsters to sell the Tentative Agreement Dan Akins stated at  
15 the 20:20 minute point in the video that the “contract value” of the United Technicians  
16 contract would be 2% above the average of American and Delta Airlines technicians, and  
17 if it not United technicians would get an adjustment to our Base hourly rates. Dan Akins  
18 also stated in the video that the model was set and would not change, additionally he  
19 stated that the inputs were clear and publicly available.  
20 *(Exhibit #1 2016 IBT UAL Industry Reset)*
- 21 7. There were 6 components identified in the 2016 Industry Reset, they are listed below with  
22 their hourly value in 2016. They can be divided into two groups Pay and Non-Pay  
23 elements. Pay All in Wages and \$1.20 VEBA are considered pay items. Time off,  
24 Medical, Retirement Contributions, Profit Sharing and Scope are considered non-Pay  
25 elements. The Non-Pay element values represent the value in hourly wages above or  
26 below the American and Delta Technicians average. In 2016 the total value of the non-pay  
27 values was \$1.02.



# Technician's Industry Reset Overview

Data, Methodology and Timing



## 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

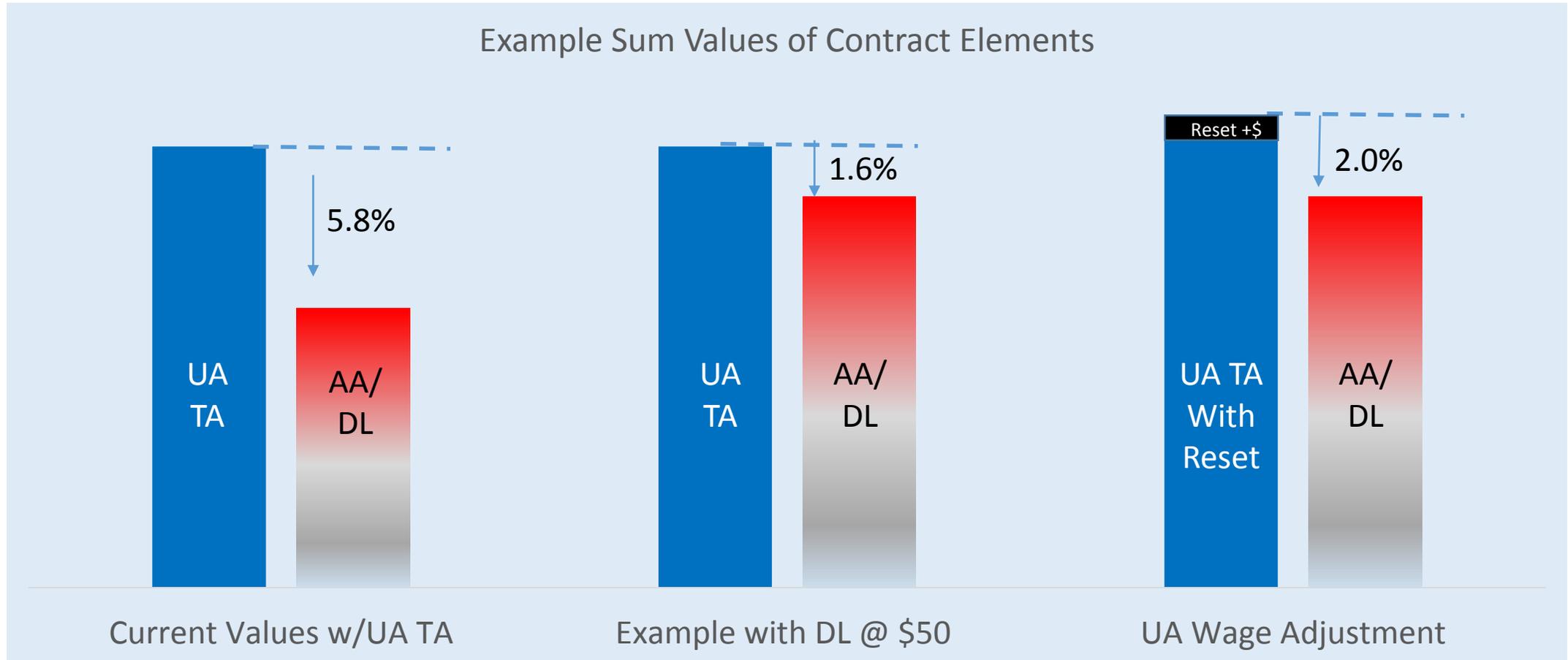
The total value of UA Technician's contract elements must remain at least 2.0% above the average of AA/DL. If the value of UA Technician's contract it is not at least 2.0% above the average value of AA/DL, the wages of UA Technicians will be increased by an amount to increase the UA contract value to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

# Example of Reset Model

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



# Industry Reset Overview

- **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.

# Individual Contractual Elements Analyzed in Reset Model

# 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

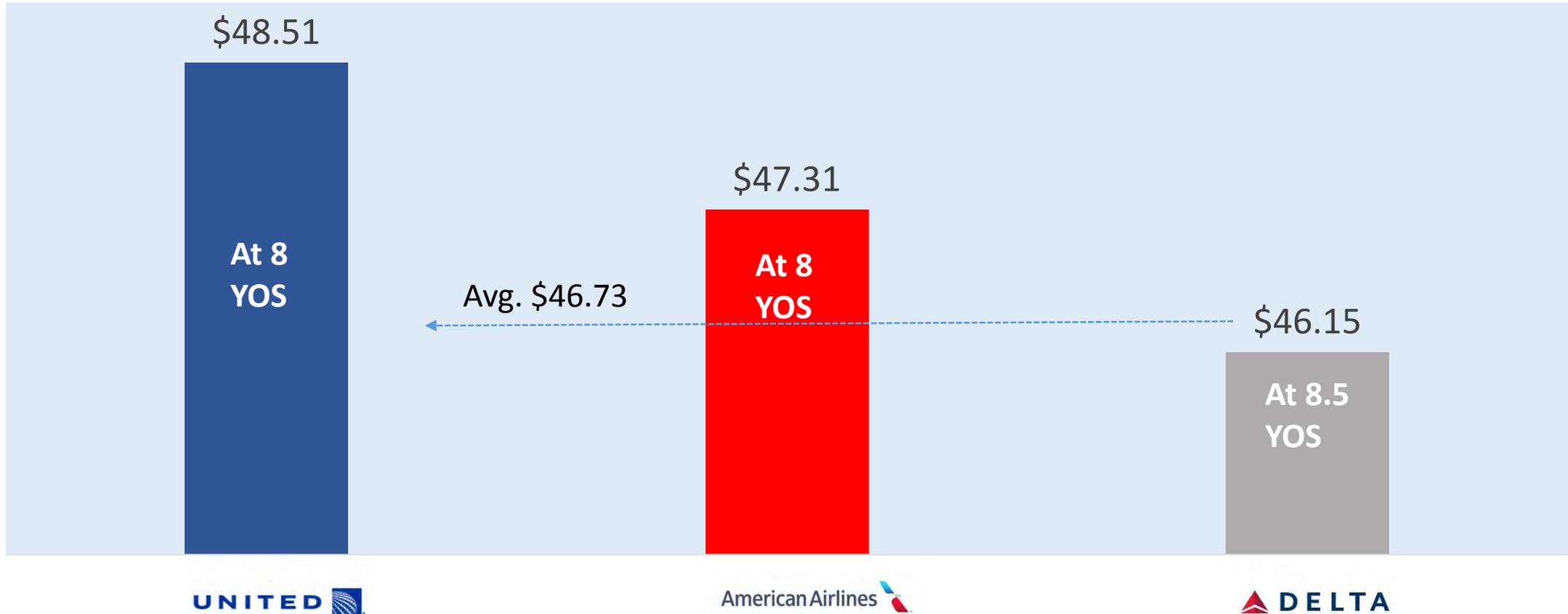
## 5) Scope

- 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.

# Technician's Top of Scale All-In Pay Rates

Top of Scale Technicians All-in Pay including VEBA

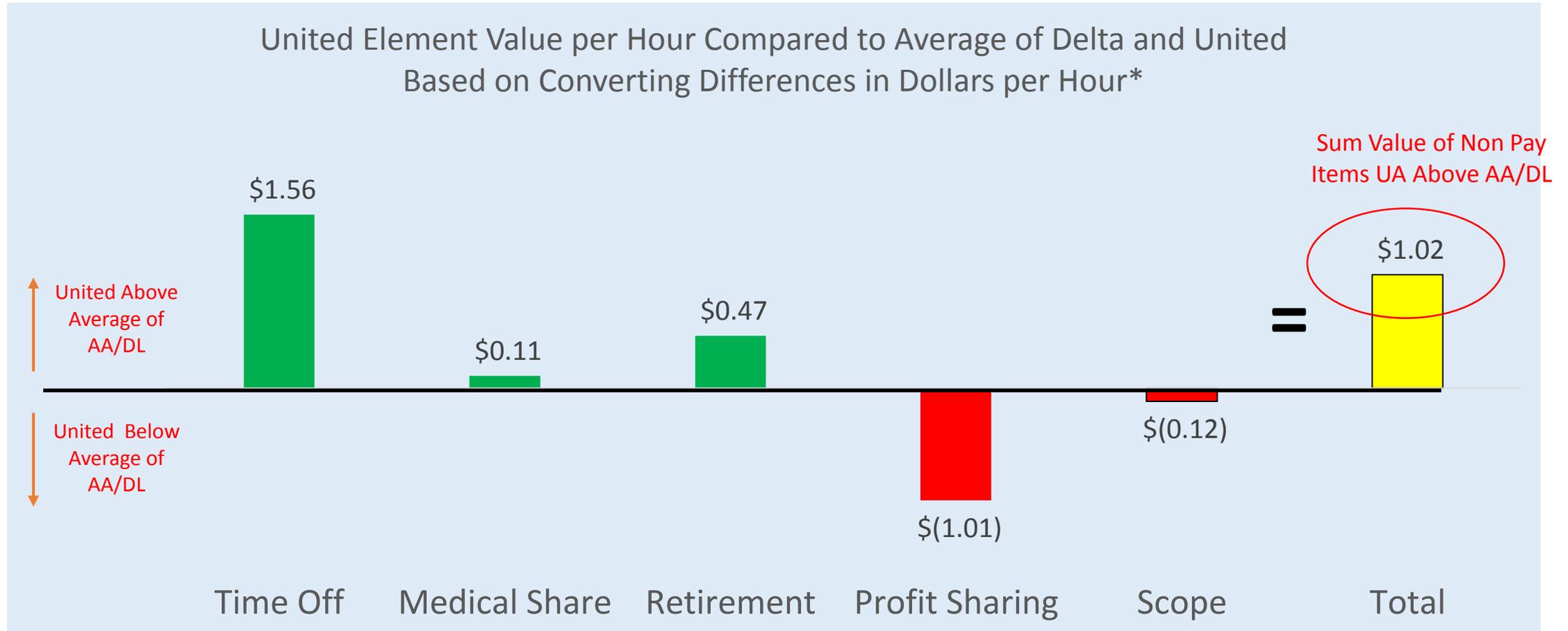


Source: Contracts and Delta Employee Policy Manual

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

# 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.

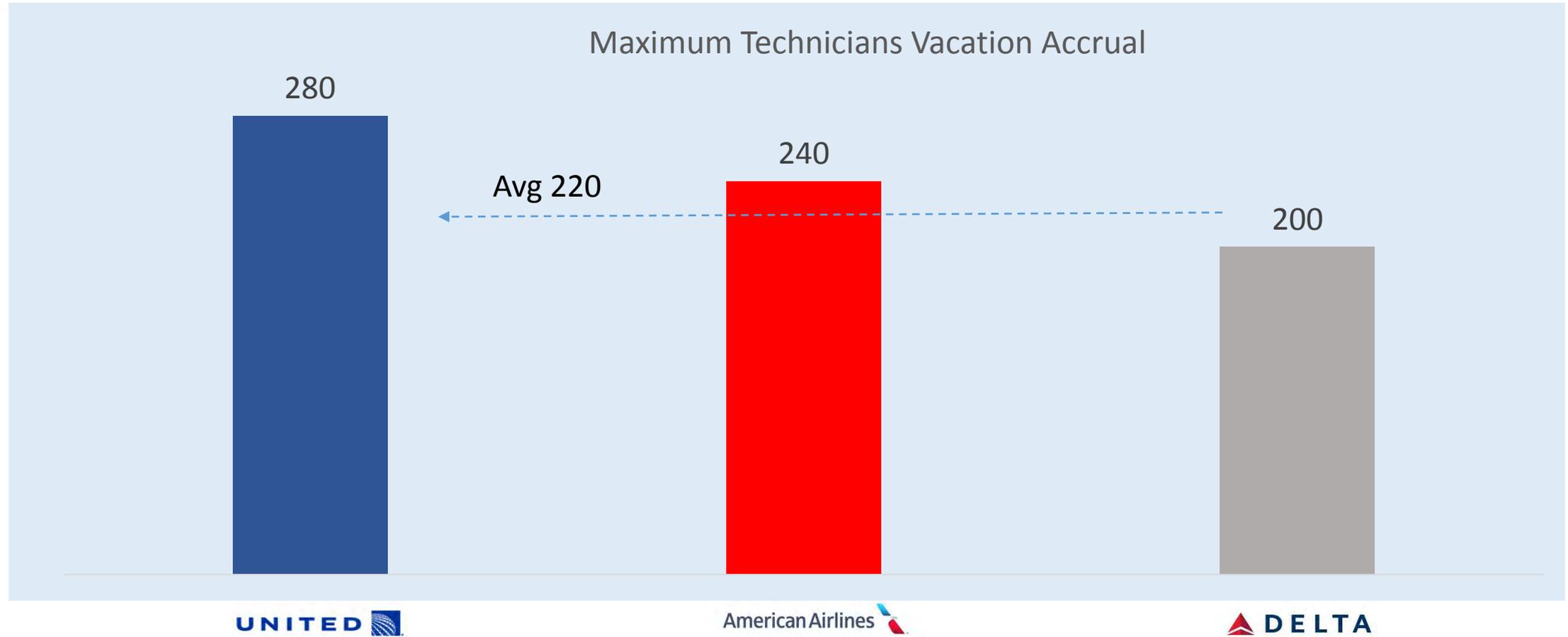
# Current Reset Value: UA Tentative Agreement is 5.8% ABOVE Industry Average

		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.

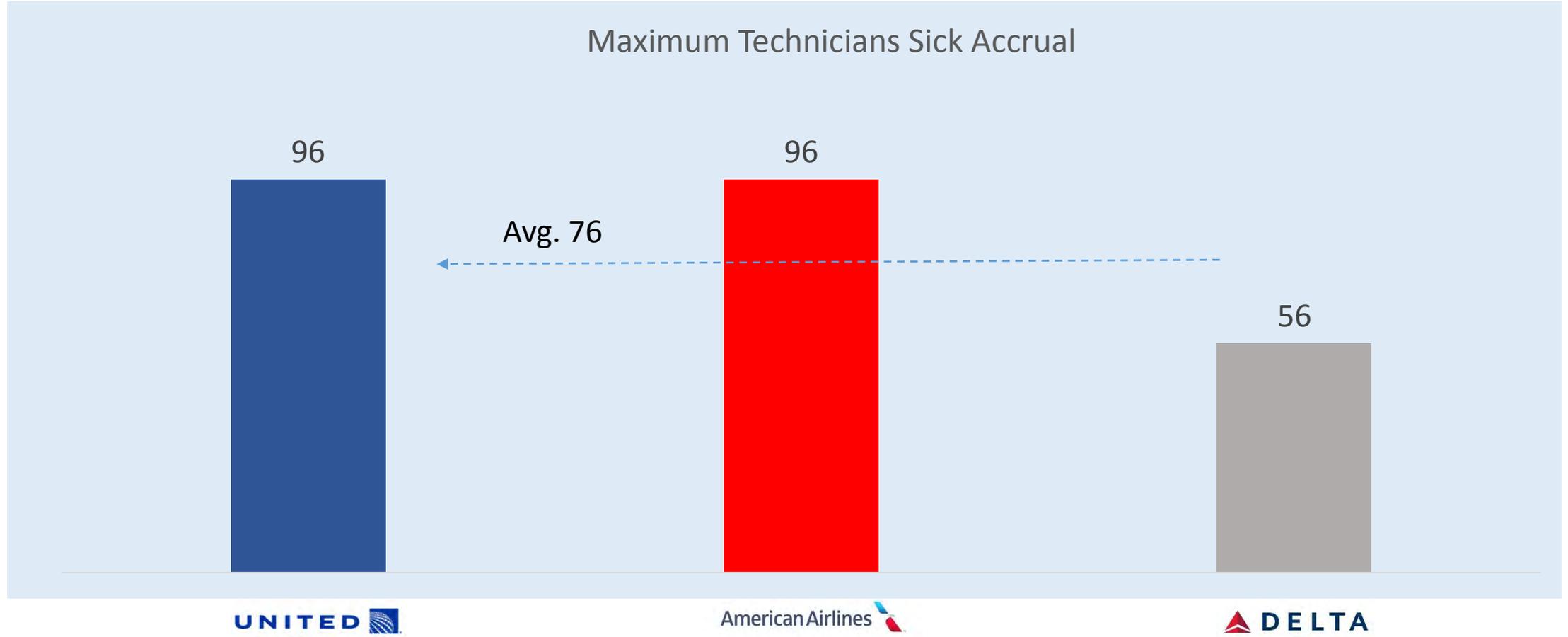
\*\* If UA contract value is not at least 2% above the average contract value of AA/DL an increase in UA wages will occur to establish UA value at 2% above average of UA/DL. Contract value.

# Technician's Annual Vacation Accrual Hours



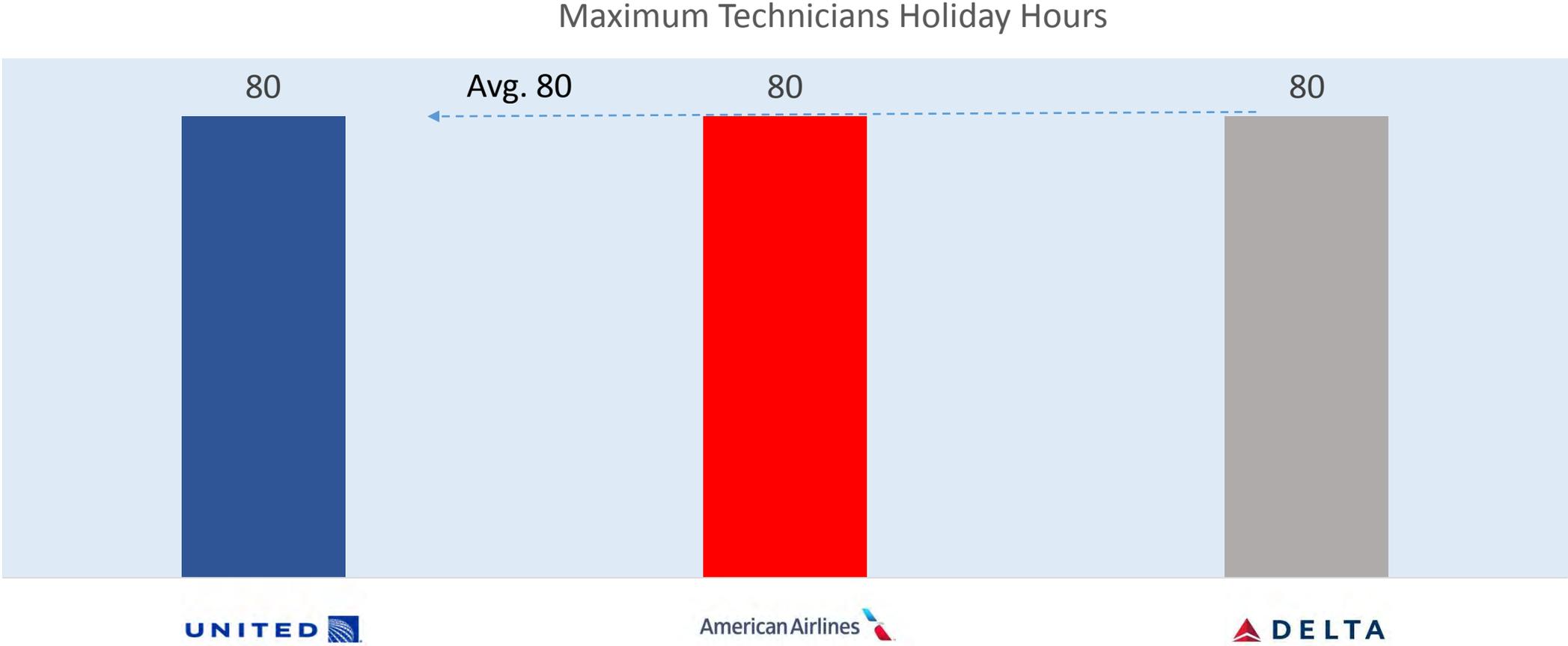
Note: AA examples used in reset for Vacation, Sick and Holiday hours are at higher of current AA or US until a new JCBA is ratified.

# 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.

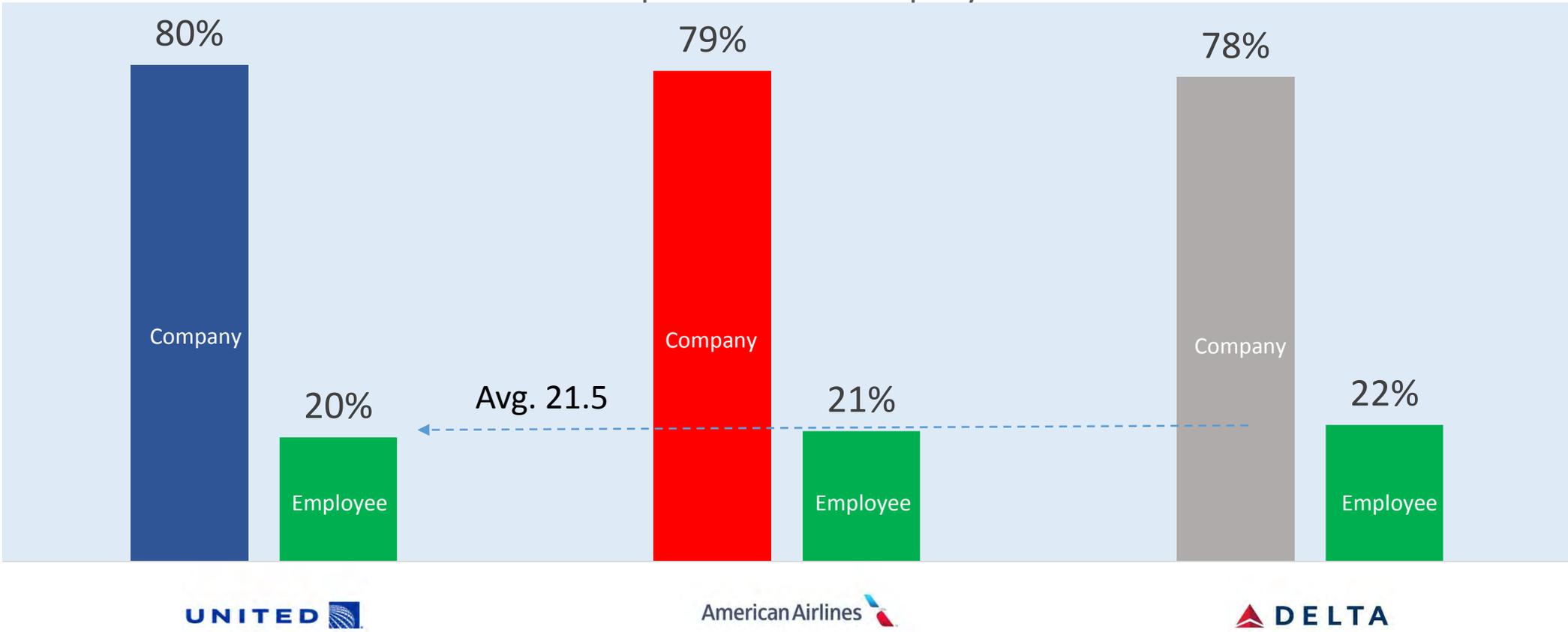
# Technician's Annual Holiday Hours



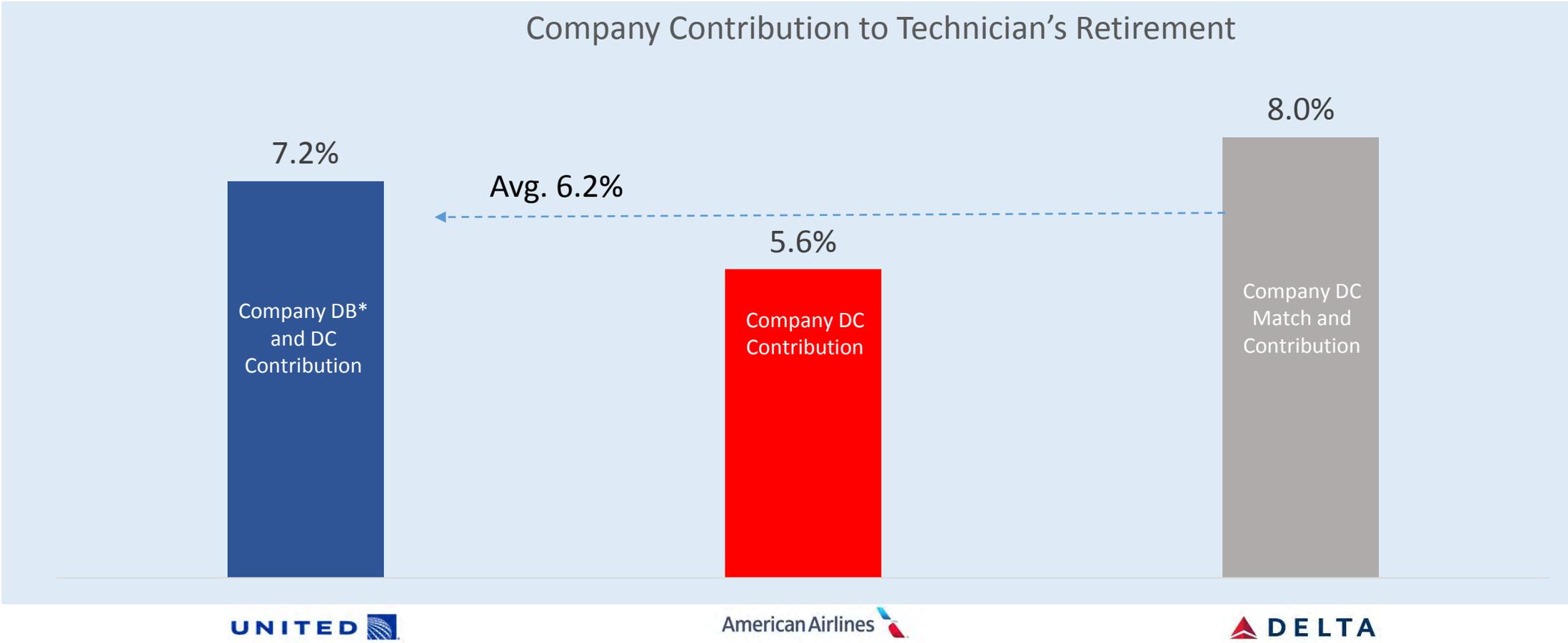
Note: AA examples used in reset for Vacation, Sick and Holiday hours are at higher of current AA or US until a new JCBA is ratified.

# Technician's Health Care Plan Cost Share

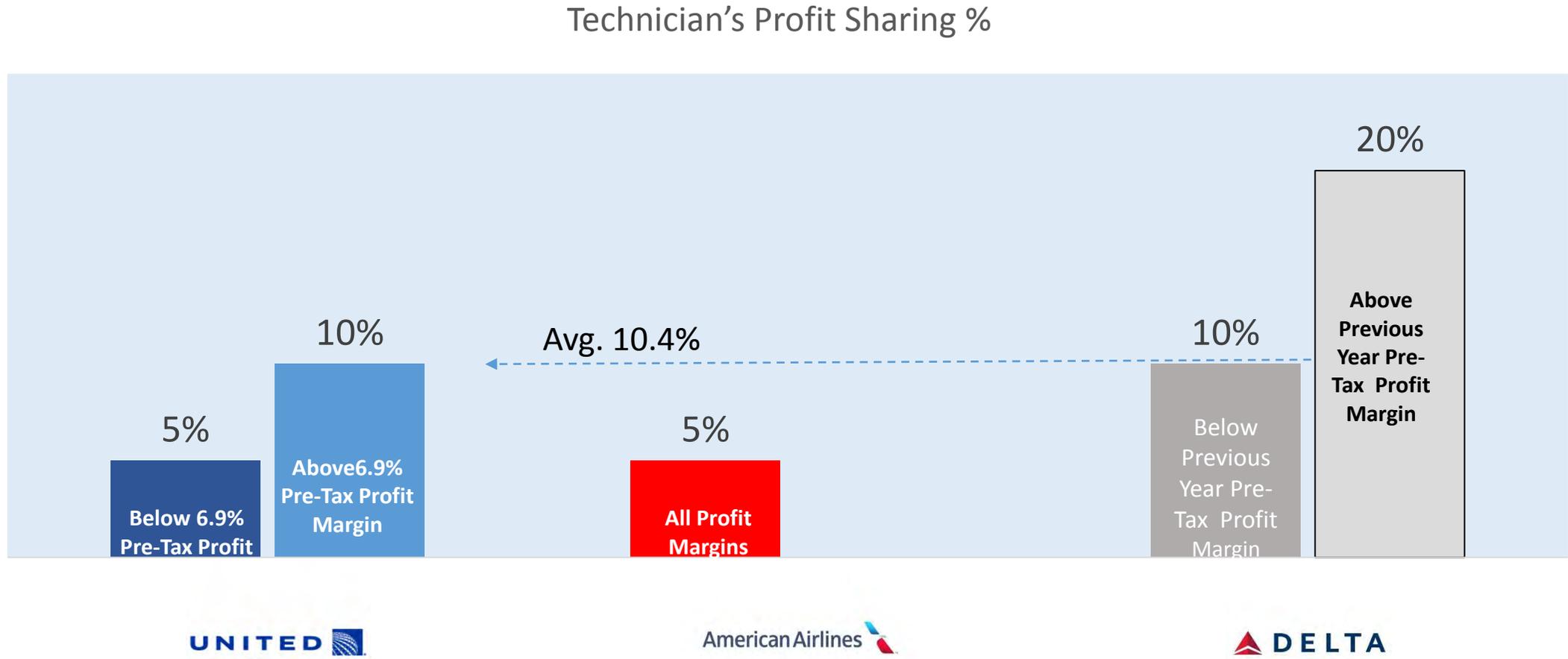
Technician's Medical Cost Share  
Cost of Premiums Split Between Company and Union



# Technician's Retirement Contribution by Company



## Technician's Profit Sharing Percentage

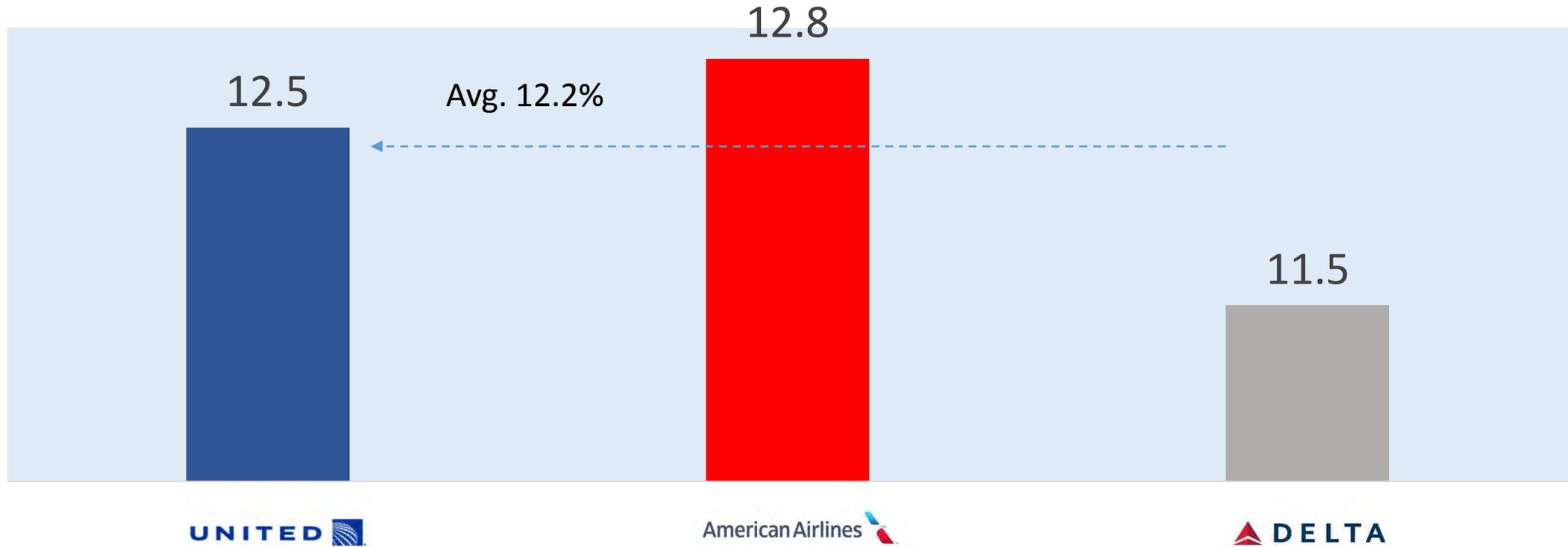


Source: Contracts and Policy Manuals

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%)

# Technician's Scope - Staffing Ratio per Aircraft

Ratio of Technicians to Active Mainline 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 #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 #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 #15 - 2020 Delta / American Pay and Profit Sharing Estimates

### 2020 - Pay Rates and Profit Sharing at AMR DAL and UAL

Delta Pay \$52.47 + \$8.43 Delta Profit Sharing = \$ 60.80

Base \$46.72 License \$5.00 Line \$ .75

Delta Profit Sharing 16.7% or \$8.43 an Hour.

American Pay \$55.45 + \$.83 Profit Sharing = \$ 56.28

Base \$49.20 License \$5.25 Line \$1.00

AMR Profit Sharing 2019 1.7% or \$.83

United IBT Reset Pay \$52.14 + \$1.35 Profit Sharing = \$ 53.49

Base \$44.89 License \$5.25 Line \$1.00

United Profit Sharing 2019 2.7% or \$1.35

**Delta Pay and Profit Sharing = \$60.80**

**American Pay and Profit Sharing = \$56.28**

**Average of Delta and American = \$58.54**

**THEN ADD 2% to go above the Average = \$1.17**

**\$59.71 Estimated Hourly Rate.**

**\$53.49 Current UAL Rate**

**\$6.22 Estimated Difference on currently available information**

## October 2019 Pay Scales

### Tech Ops Scales

#### Aircraft Maintenance Technician (AMT) & Related

Step	Hourly Base Rate Effective 10/1/2018	New Hourly Base Rate Effective 10/1/2019
Start	\$22.53	\$23.44
After 6 months	\$26.17	\$27.22
After 1 year	\$26.80	\$27.88
After 1-1/2 years	\$29.20	\$30.37
After 2 years	\$29.59	\$30.78
After 2-1/2 years	\$29.96	\$31.16
After 3-1/2 years	\$30.51	\$31.74
After 4-1/2 years	\$32.13	\$33.42
After 5-1/2 years	\$35.15	\$36.56
After 6-1/2 years	\$36.83	\$38.31
After 7-1/2 years	\$44.92	\$46.72

In addition to Hourly Base Rate, employees may also receive license premiums based on qualifications. To calculate your hourly pay, identify your appropriate step on the base rate scale and apply the applicable shift premium for second and third shift hours and the applicable premiums based on your position and qualifications as indicated on the chart below.

- Maximum of 2 license premiums (see chart below) will be paid for each FAA Airframe, FAA Power Plant, or FCC Radio-Telephone 2nd class or higher license where required.
- FCC Radio-Telephone 2nd class or higher license will only be paid in departments where required.
- Shift Differential: \$0.52 second shift, \$0.59 third shift

Position Requirement	Quals	1 License Premium	2 License Premium	Skill Premium	Line Premium
		\$2.50/Hour	\$5.00/Hour	\$3.75/Hour	\$0.75/Hour
Line	2 licenses		X		X
Hangar and Shop	2 licenses		X		
Shop - 1 license	1 license	X			
Welder, Machinist, Avionics-shop, AMSCT-SP, Painter-SP	Skilled			X	

## Exhibit #15 - 2020 Delta / American Pay and Profit Sharing Estimates

1 During the period of this Agreement, the rates of pay for the classifications of work  
 2 covered will be in accordance with the Wage Schedules shown in this Article 16, which  
 3 are incorporated and made a part of this Agreement.

4  
 5 The hourly rates of pay as set forth in this Article shall be effective on the first Monday  
 6 after the date of ratification.

7  
 8 A. An employee, who holds a position in a Crew Chief, Technical Crew Chief, Inspector or  
 9 Senior classification, will receive his basic classification chart rate plus a Premium of  
 10 \$2.20 per hour. Premium will increase to \$2.40 per hour as of DOR plus three (3) years.  
 11 An employee who receives this Premium will continue to receive that Premium, provided  
 12 that he continues to hold a position entitling him to a Premium position.

13  
 14 1. This Premium is added to his basic classification chart hourly rate of pay and will be  
 15 considered as part of his base hourly rate for the accrual of all pay related benefits.  
 16 Length of service increases will be based upon the basic classification date.

17  
 18 2. An employee's base pay will mean the chart rate plus any applicable premiums  
 19 and/or differentials and will apply to the calculation of pay for any overtime  
 20 applications, vacation pay, holiday pay, sick leave pay, travel pay, field trips,  
 21 furlough or severance pay, sick leave conversion to an HRA and pay for  
 22 occupational illness or injury (OJI).

23  
 24 B. During the period of this Agreement, the chart rates of pay for the basic classifications  
 25 of work will be as specified on the appropriate pay charts below.

		<u>AMT</u>			
		<u>DOR +12</u>	<u>DOR+24</u>	<u>DOR +36</u>	<u>DOR+48</u>
<u>YOS</u>	<u>DOR</u>	<u>2%</u>	<u>2%</u>	<u>2%</u>	<u>2%</u>
0-1	28.69	29.26	29.85	30.45	31.06
1-2	31.16	31.78	32.42	33.07	33.73
2-3	33.16	33.82	34.50	35.19	35.89
3-4	35.35	36.06	36.78	37.52	38.27
4-5	37.81	38.57	39.34	40.13	40.93
5-6	47.95	48.91	49.89	50.89	51.91
6-7	48.05	49.01	49.99	50.99	52.01
7-8	48.15	49.11	50.09	51.09	52.11
8-9	<u>49.20</u>	<u>50.18</u>	<u>51.18</u>	<u>52.20</u>	<u>53.24</u>

		<u>Inspectors</u>			
		<u>DOR +12</u>	<u>DOR+24</u>	<u>DOR +36</u>	<u>DOR+48</u>
<u>YOS</u>	<u>DOR</u>	<u>2%</u>	<u>2%</u>	<u>2%</u>	<u>2%</u>
0-1	28.69	29.26	29.85	30.45	31.06
1-2	31.17	31.79	32.43	33.08	33.74
2-3	33.18	33.84	34.52	35.21	35.92
3-4	35.40	36.11	36.83	37.57	38.32

### APPENDIX A

- A. Technicians, GSE Technicians, Facilities Technicians, Welder Technicians, Machinist Technicians, Flame Spray Technicians, Plater Technicians, Airport Communication Technicians and Inspectors

#### Basic Hourly Rate

Year	Step	[DOS]	[DOS+1] +1.5%	[DOS+2] +1%	[DOS+3] +1%	[DOS+4] +1%	[DOS+5] +1%
0	#1	\$20.65	\$20.96	\$21.17	\$21.39	\$21.61	\$21.83
1	#2	\$24.09	\$24.46	\$24.71	\$24.96	\$25.21	\$25.47
2	#3	\$25.77	\$26.16	\$26.43	\$26.70	\$26.97	\$27.24
3	#4	\$26.20	\$26.60	\$26.87	\$27.14	\$27.42	\$27.70
4	#5	\$27.23	\$27.64	\$27.92	\$28.20	\$28.49	\$28.78
5	#6	\$29.42	\$29.87	\$30.17	\$30.48	\$30.79	\$31.10
6	#7	\$31.63	\$32.11	\$32.44	\$32.77	\$33.10	\$33.44
7	#8	\$36.24	\$36.79	\$37.16	\$37.54	\$37.92	\$38.30
8	#9	\$40.06	\$40.67	\$41.08	\$41.50	\$41.92	\$42.34
A & P License Max		\$5.25	\$5.25	\$5.25	\$5.25	\$5.25	\$5.25
Longevity Max		\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00
Line Pay		\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00
VEBA - paid up to a maximum of 2080 hours in a calendar year (see Article 16.G.2.d)							
(Starts 4/1/17)		\$1.20	\$1.20	\$1.20	\$1.20	\$1.20	\$1.20

#### Lead Technicians / Inspectors

The hourly base rate of pay for Lead Technicians and Inspectors shall be five percent (5%) over the top end hourly base rate (including longevity) of pay for Technicians.

## 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

1 **Administration of the Grievance Procedure concerning the Contract**

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

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

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

22  
23 **The Teamsters Union at United Airlines has a long history of not enforcing the United**  
24 **Airlines Technicians Agreement as negotiated and agreed including this Industry Reset**  
25 **Cost Model Calculations and other required Annual Calculations.**

# SFO GRIEVANCE COMMITTEE

REPRESENTING MECHANICS AND RELATED AT UAL SFO

## Close out Letter

(2020-986-SFO-UA-142)

COORDINATOR/  
COMMITTEE  
CHAIR  
FRED WOOD

SECRETARY  
JOHN JOHNSON

CHIEF  
STEWARDS

DEBORAH WARD-  
CRUMMEY  
JET SHOP

DALE MITCHELL  
OV/DOCKS

MAURICE  
MCDONALD  
BACK SHOPS

GREG SULLIVAN  
LINE/MM

JOANNE ASING  
MPA

(Draft)

Jim Seitz (115906)

The Grievance Committee met on 01/27/21 and reviewed the companies answer to the 1<sup>st</sup> step Grievance (2020-986-SFO-UA-142).

The Grievance will be closed out for lack of sufficient merit.



Greg Sullivan

Chief Steward Line Area



International Brotherhood of Teamsters

Grievance Submittal



Employee Information

<b>Name:</b> James Seitz	<b>File #:</b> 115906	<b>Station/Dept/Bid Area:</b> SFOMM
<b>Seniority:</b> 11/6/1989	<b>Classification:</b> Aircraft Technician	<b>Employee Status:</b> Active
<b>Shop Steward:</b> G Sullivan (125054)	<b>Shift Start Time:</b> Mid	<b>Unit:</b> Local 986
<b>Home phone:</b>	<b>Cell phone:</b> 650-787-1110	<b>Work phone:</b>
<b>Home address:</b> 33459 Caliban Drive		
<b>City:</b> Fremont	<b>State:</b> CA	<b>ZIP:</b> 94555

Nature of Grievance

**Topic:** 15: - Appx. A Wage Scales and all other applicable chapters of the United Airlines IBT CBA. (Article 15, 16 and LOA29)

**Violation:** Article 15 -- Appx. A Wage Scales

**Violation date:** 12/6/2020

**Remedy:** To be made whole. Make Whole

**Supervisor first contacted:** Colin Botto

**Date of oral answer:** 12/14/2020

**Case facts:**

The Company and the Union failed to follow the industry Reset language in LOA #29 and other contract provisions including but not limited to Article 15 compensation and Article 16 Benefits.

Delta Technician's Pay and Profit sharing for 2020 is equivalent to \$60.80 American Airlines pay and Profit Sharing is equivalent to \$56.80 the average is \$58.80 plus 2% which is \$59.97

I certify that to the best of my knowledge, the above statement is true. I hereby authorize the Union to settle my grievance as they deem proper, and I agree to accept and be bound by the settlement agreed to by the Union or its designees.

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Date

Signature of Chief Steward/  
Union Representative

Print Name of Chief Steward/  
Union Representative

Date



# International Brotherhood of Teamsters

## Information of Complaint or Grievance



Before using this form, the Shop Steward and the Supervisor shall make an Earnest effort to resolve the issue satisfactorily. This form is to be completed by the member and the Shop Steward. The Supervisor shall then have three days to write a response. The Union, the Member, and the Company shall each get a completed copy.

**Part 1 - To be completed by Shop Steward and Employee:**

### Employee information:

Name: Jim Seitz File #: 115906 Station/Dept.: SFOMM

Seniority Date: Nov 6 89 Classification: Mechanic Days Off(Include Dates): RDO

Shop Steward: \_\_\_\_\_ Shift Start Time: 2045 Local Union# 986

Home Phone: \_\_\_\_\_ Cell Phone: 650-787-1110 Work Phone: \_\_\_\_\_

Home Address: 33459 Caliban Drive

City: Fremont State: CA Zip Code: 94555

### Nature of Complaint:

Applicable Contract Provision(s) LOA #29 Industry Reset Article 15 Article 16 Date of Claimed Violation(s) 12/6/2020

Remedy Sought: Make whole

Supervisor First Contacted:(Name) Mike Hulett Date of Contact: 12/14/20

Date of Supervisors Oral Answer: \_\_\_\_\_

### Case Facts :

(Give completed details including who, what, where, when, and why. Attach all records, forms, letters, or papers involved).

The Company and the Union failed to follow the Industry Reset language in LOA #29 and other contract provisions including but not limited to Article 15 Compensation and Article 16 Benefits.

Delta Technicians Pay and Profit Sharing for 2020 is equivalent to \$60.80 American Airlines Pay and Profit Sharing is equivalent to \$56.80 the average is \$58.80 plus 2% which is \$59.97.

Elmer M...  
Shop Steward Signature

12/14/20  
Date:

[Signature]  
Employee's Signature

12-14-20  
Date:

**Part II - To be completed by Supervisor**

**Complaint Information**

Name of Complainant \_\_\_\_\_

Date Alleged Violation Occurred \_\_\_\_\_

Date Complaint Received \_\_\_\_\_

Date Oral Answer Given to Shop Steward (Name) \_\_\_\_\_ (Date) \_\_\_\_\_

**Case Facts** (Give all relevant facts and highlight important fact difference, if any, from Unions Position.)

\_\_\_\_\_  
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Answer:  
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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[Signature]  
Supervisor Signature:

12/14/20  
Date:

# SFO GRIEVANCE COMMITTEE

REPRESENTING MECHANICS AND RELATED AT UAL SFO

## Close out Letter

(2021-986-SFO-UA-2)

COORDINATOR/  
COMMITTEE  
CHAIR  
FRED WOOD

SECRETARY  
JOHN JOHNSON

CHIEF  
STEWARDS

Jim Seitz (115906)

DEBORAH WARD-  
CRUMMEY  
JET SHOP

The Grievance committee met on 01/13/21 and reviewed the companies answer to the 1<sup>st</sup> step Grievance (2021-986-SFO-UA-2).

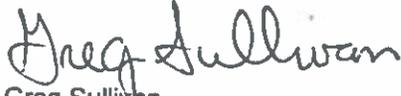
DALE MITCHELL  
OV/DOCKS

The Grievance will not be moved forward to the next step of the process outlined in Article 19 for lack of sufficient merit.

MAURICE  
MCDONALD  
BACK SHOPS

Regards

GREG SULLIVAN  
LINE/MM



Greg Sullivan

JOANNE ASING  
MPA

Chief Steward Line Area



**International Brotherhood of Teamsters**  
**Information of Complaint or Grievance**



Before using this form, the Shop Steward and the Supervisor shall make an Earnest effort to resolve the issue satisfactorily. This form is to be completed by the member and the Shop Steward. The Supervisor shall then have three days to write a response. The Union, the Member, and the Company shall each get a completed copy.

**Part 1 - To be completed by Shop Steward and Employee:**

**Employee information:**

Name: Jim Seitz File #: 115906 Station/Dept.: SFOMM  
 Seniority Date: November 6, 1989 Classification: Technician Days Off(Include Dates): RDO  
 Shop Steward: Ed Mattos Shift Start Time: 2045 Local Union# 986 LAX  
 Home Phone: \_\_\_\_\_ Cell Phone: 650-787-1110 Work Phone: 650-847-1324  
 Home Address: 33459 Caliban Drive  
 City: Fremont State: CA Zip Code: 94555

**Nature of Complaint:**

Applicable Contract Provision(s) LOA #29 Article 1 Article 15 Article 16 but not limited to Date of Claimed Violation(s) 12/17/2020

Remedy Sought: Provide 2020 IBT Industry Reset Calculation information to the United Technician Membership and make whole.

Supervisor First Contacted:(Name) \_\_\_\_\_ Date of Contact: \_\_\_\_\_

Date of Supervisors Oral Answer: \_\_\_\_\_

**Case Facts :**

(Give completed details including who, what, where, when, and why. Attach all records, forms, letters, or papers involved).

Proprietary Information, on or around December 17 United Airlines and the Teamsters Union refused to provide the Industry Reset Calculation to the United Technicians claiming the information in the 2020 Reset Calculation was now "proprietary" despite the fact that this information was public information in 2016.

The Union and the Company refuse to provide the calculation as outlined in the 2016 T/A Letter of Agreement and in statements and publications put out by the Teamsters Union. In 2016 and 2018 the Union stated this was publicly available information but now refuse to show the calculation for 1. Wages & Profit Sharing 2. Retirement & Medical 3. Vacation & Sicktime 4. Scope Adjustment.

In 2018 IBT advisor Cheiron Inc claimed the sum value of Non Pay Items increased 360%. and stated that CARP pension funding costs increased significantly despite the fact that Company Contributions to CARP in 2018 were \$150 Million dollars less than 2016 . CARP was 153% funded in 2016 and 171% funded in 2018 so why did the costs increase? United Technicians do not bear the cost to administer, fund or maintain the CARP pension plan. CARP Pension administration costs are not the responsibility of the United Technician. The CARP Pension, 401k and Profit Sharing are all ERISA plans the union and company refusal to provide United employees information on these plans is a violation ERISA laws.

Delta Technicians Pay and Profit Sharing for 2020 is equivalent to \$61.00 American Airlines Pay and Profit Sharing is equivalent to \$57.00 the average is \$59.00 plus 2% which is at least \$60.00 an hour. Delta Airlines 2019 Profit Sharing was 16.7% or \$8.50 per hour.

Exhibit #5 - UA-2 Seitz 1-13-2021 Closeout Letter

The union and the company now state this information is proprietary information and not even United Teamsters Officials know the calculation, only United Executives and Cheiron Actuaries.

Cheiron Inc was responsible for the 2018 and 2020 reset calculation. Cheiron Inc has been named in a Federal Investigation in the US District Court Southern District of New York Case # 88-civ-4486 involving Senior Teamster union officials and the rigging of VEBA healthcare bids. Some of these same union Officers and Representatives were involved In United Technician Negotiations.

I do not consent to the Union modifying or changing this grievance. I do not consent to allow the union to settle this grievance without my knowledge or consent which is a violation of my individual rights under the Railway Labor Act.

Remedy sought, provide calculation. The contract is between United employees and United Airlines not the Teamsters union.

Shop Steward Signature: [Signature] Date: 12-29-20  
Employee's Signature: [Signature] Date: 12-29-2020

Part II - To be completed by Supervisor

Complaint Information

Name of Complainant Jim Seitz

Date Alleged Violation Occurred 12/17/2021?

Date Complaint Received 1/6/2021

Date Oral Answer Given to Shop Steward (Name) Greg Sullivan (Date) 1/13/2021

Case Facts (Give all relevant facts and highlight important fact difference, if any, from Unions Position.)

The industry reset was calculated following discussions with the IBT International economics team. The subsequent results and outcome were agreed upon by the parties.

Answer:

There has been no violation of the agreement. The grievance is denied.

Supervisor Signature: Colin Botto Date: 1/13/2021

# Exhibit #5 - UA-2 Seitz 1-13-2021 Closeout Letter

Step 1 Grievance Filed: 1/4/2021

IBT Document: 2021-986-SFO-UA-2

This file generated 1/5/2021 8:14 AM ET



## International Brotherhood of Teamsters

### Grievance Submittal



#### Employee Information

<b>Name:</b> James Seitz	<b>File #:</b> 115906	<b>Station/Dept/Bid Area:</b> SFOMM
<b>Seniority:</b> 11/6/1989	<b>Classification:</b> Aircraft Technician	<b>Employee Status:</b> Active
<b>Shop Steward:</b> G Sullivan (125054)	<b>Shift Start Time:</b>	<b>Unit:</b> Local 986
<b>Home phone:</b>	<b>Cell phone:</b> 650-787-1110	<b>Work phone:</b>
<b>Home address:</b> 33459 Caliban Drive	<b>State:</b> CA	<b>ZIP:</b> 94555
<b>City:</b> Fremont		

#### Nature of Grievance

**Topic:** 15: Compensation and all other applicable chapters of the United Airlines IBT CBA.

**Violation:** Article 15 - Compensation

**Violation date:** 12/17/2020

**Remedy:** To be made whole. Provide 2020 IBT Industry Reset Calculation information to the United Technician Membership and Make Whole

**Supervisor first contacted:** Colin Botto

**Date of oral answer:** 1/4/2021

#### **Case facts:**

Proprietary Information, on or around December 17th United Airlines and the Teamsters Union refused to provide the Industry reset Calculation to the United Technicians claiming the information in the 2020 Rest Calculation was now "proprietary" despite the fact that this information was public information in 2016.

The Union and the company refuse to provide the calculation as outlined in 2016 T/A Letter of Agreement and in statements and publication put out by the Teamsters Union. In 2016 and 2018 the Union stated this was publicly available information but now refuse to show the calculation for 1. Wages & Profit Sharing 2. Retirement & Medical 3. Vacation & Sick time 4. Scope Adjustment.

In 2018 IBT advisor Cheiron Inc claimed that the sum value of Non Pay items increased 360 %. and stated that the CARP pension funding costs increased significantly despite the fact that Company Contributions to CARP in 2018 were \$150 Million dollars less than 2016. CARP was 153% funded in 2016 and 171% funded in 2018 so why did the costs increase ? United Airlines Technicians do not bear the cost to the administrator, fund or maintain the CARP pension plan. CARP Pension administration costs are not the responsibility of United Technician. The CARP Pension, 401k and Profit sharing are all ERISA plans the union and the company refusal to provide United Technician employees information on these plans is a violation of ERISA laws.

Delta Technicians Pay and Profit sharing for 2020 is equivalent to 61.00 and hour. American Airlines Pay and Profit Sharing is equivalent to 57.00 the average is 59.00 plus 2 % which is at least 60.00 an hour. Delta Airlines Profit Sharing 16.7 % or 8.50 an hour.

The Union and Company now state this information is proprietary information and not even Teamster Officials know the calculation , only United Executives and Cheiron Actuaries .

Cheiron Inc was responsible for the 2018 and 2020 reset calculation. Cheiron Inc has been named in a Federal Investigation in the US District Court Southern District of New York case # 88-civ-4486 involving Senior Teamster union officials and rigging of VEBA healthcare bids. Some of these union Officers and Representatives were involved in the United Technicians Negotiations.

I do not consent to the Union modifying or changing the this grievance. I do not consent to allow the union to settle this grievance without my knowledge or consent which is a violation of my individual rights under the Railway Labor Act.

Remedy sought , provide calculation. The contract is between United employees and United Airlines not the Teamsters union.

Exhibit #5 - UA-2 Seitz 1-13-2021 Closeout Letter

I certify that to the best of my knowledge, the above statement is true. I hereby authorize the Union to settle my grievance as they deem proper, and I agree to accept and be bound by the settlement agreed to by the Union or its designees.

Declines to sign <sup>EM</sup>

Signature of Grievant

1/6/21

Date

Greg Sullivan

Signature of Shop Steward/  
Chief Steward/Union Representative

Greg Sullivan

Print Name of Shop Steward/  
Chief Steward/Union Representative

1/6/21

Date

\_\_\_\_\_  
Print Name of Supervisor

\_\_\_\_\_  
Signature of Supervisor  
(Acknowledgment of receipt only)

\_\_\_\_\_  
Date

*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](mailto: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](mailto: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 that reads "Maria-Kate Dowling". The signature is written in a cursive, flowing style.

Maria-Kate Dowling  
Acting General Counsel

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Geoffrey Wik

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

James Seitz	)	Case Number: 3:21-CV-05346-VC
	)	<b>DECLARATION OF</b>
Plaintiff(s),	)	Geoffrey Wik
vs.	)	<b>IN SUPPORT OF James Seitz</b>
International Brotherhood of Teamsters,	)	Date; February 24 2022
Teamsters Local 986, Chris Griswold IBT	)	Time; 10:00 a.m.
Local 986 Principal Officer	)	Location: San Francisco Courthouse
United Airlines	)	Courtroom 4 – 17 <sup>th</sup> Floor
United Airlines Technical Operations SFO	)	450 Golden Gate Avenue
	)	San Francisco CA 94102
	)	Complaint Filed; August 30, 2021
	)	Trial Date: None Set
	)	Judge: Hon. Vince Chhabria
Defendant(s).	)	

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

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

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

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

17  
18 5. Mr. DesAngles failed to act solely for the members when he instead yelled I should be lucky  
19 to get anything, when he stated I had no rights only the union officers do, when he immediately  
20 began to argue about my grievance instead of asking me about my concerns and listening to me.  
21 Mr. DesAngles failed to protect the members' interests by refusing to look into my grievance and  
22 stating I should be lucky I got anything for a raise. Mr. DesAngles failed to promote harmony  
23 when he used profanity at me, yelled at me, also he could not and would not have a reasonable  
24 conversation about my concerns.  
25

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

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

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

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

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

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

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

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

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

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

16  
17 Signature:

 1-26-2022

18 Printed name: Geoffrey Wik  
19 

## **Exhibit #7 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 #7 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 #7 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

I sent in a list of ~~(Exhibit #18 Email to IBT Greg Sullivan Status of Grievance~~ how we would like to do it. 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

[REDACTED]

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

May 8, 2021

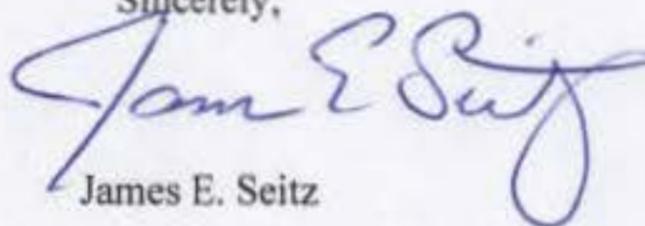
To Whom It May Concern,

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

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

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

Sincerely,

  
James E. Seitz

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.

*Exhibit #10 Email and Closeout letter from IBT Greg Sullivan*

[REDACTED]

---

**From:** [REDACTED]  
**Sent:** Tuesday, March 23, 2021 12:44 PM  
**To:** Jim Seitz  
**Subject:** Fwd: 2021-986-SFO-UA-2 (Seitz ETAL) and 2021-986-SFO-UA-5 (Seitz) Close Out Letters (FINAL)  
**Attachments:** 2021-986-SFO-UA-2 Company Response.pdf; Untitled attachment 00003.html; 2021-986-SFO-UA-5 Company Response.pdf; Untitled attachment 00006.html; 2021-986-SFO-UA-2 (Seitz ETAL) Close Out Letter.pdf; Untitled attachment 00009.html; 2021-986-SFO-UA-5 (Seitz) Close Out Letter.pdf; Untitled attachment 00012.html

Begin forwarded message:

**From:** Greg Sullivan [REDACTED]  
**Date:** March 23, 2021 at 7:12:21 AM PDT  
**To:** [REDACTED]  
**Cc:** Greg Sullivan [REDACTED] John Johnson [REDACTED] Fred Wood [REDACTED] Maurice McDonald [REDACTED]  
**Subject:** 2021-986-SFO-UA-2 (Seitz ETAL) and 2021-986-SFO-UA-5 (Seitz) Close Out Letters (FINAL)

Jim,

I have attached the Close Out Letters for your review.

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.

Best Regards

Greg

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

6 **COUNT VI - VIOLATION OF LMRDA TITLE 5**  
7 **SAFEGUARDS FOR LABOR ORGANIZATIONS**  
8 **FIDUCIARY RESPONSIBILITIES OF OFFICERS OF A LABOR ORGANIZATION**  
9 **29 USC 501**

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

17 **COUNT VII- VIOLATION OF CA LABOR CODE 223**

18  
19 **129. Violation of California Labor Code 223**

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

23 130. The Non-Pay Elements outlined in the Industry Reset calculations are part of the calculation  
24 for the hourly wage rate and need to be shown to determine if the actual rate of United  
25 Technicians pay is in fact 2% above the Delta/American Industry Reset Average. Based on  
26 the refusal of both the Teamsters Union and United Airlines employees have no way to  
27 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.

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

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

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

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

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

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

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