FORM NLRB-501
(3-21)

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE	
Case 04-CA-288633	Date Filed 1-10-22

INSTRUCTIONS:
File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer United Parcel Service Inc, (UPS)		b. Tel. No. 404-828-7747
		c. Cell No.
		f. Fax. No. 404-828-6912
d. Address *(Street, city, state, and ZIP code)* 15 Oregon Avenue, Philidelphia, PA 19148	e. Employer Representative Joe Gill	g. e-mail
		h. Number of workers employed 1000+
i. Type of Establishment *(factory, mine, wholesaler, etc.)* Intergrated Transportation Network	j. Identify principal product or service United Parcel Services (UPS) Delivery Service	

The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2. Basis of the Charge *(set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)*

Since on and about (b) (6), (b) (7)(C) 2021, and ongoing my Employer, UPS, wrongfully discharge me by falsely alleging that "I quit my job". My Employer violated my rights pursuant to Article 7 of the National Master Agreement and Article 51 of the Supp to the National Master Agreement.

3. Full name of party filing charge *(if labor organization, give full name, including local name and number)*
(b) (6), (b) (7)(C)

4a. Address *(Street and number, city, state, and ZIP code)* (b) (6), (b) (7)(C)	4b. Tel. No. (b) (6), (b) (7)(C)
	4c. Cell No.
	4d. Fax No.
	4e. e-mail

5. Full name of national or international labor organization of which it is an affiliate or constituent unit *(to be filled in when charge is filed by a labor organization)*

Local 623 Union, International Brotherhood of Teamsters, (IBT)

6. DECLARATION
I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

(signature of representative or person making charge)	Bennie Smith, Jr *(Print/type name and title or office, if any)*
Address PO Box 364, Chester Heights, PA 19017-0364	Date January 8, 2022

Tel. No. 570-972-7125	
Office, if any, Cell No.	
Fax No. 610-459-8035	
e-mail benny161@aol.com	

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)
PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 *et seq.* The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information may cause the NLRB to decline to invoke its processes.

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 4
100 E Penn Square
Suite 403
Philadelphia, PA 19107

Agency Website: www.nlrb.gov
Telephone: (215)597-7601
Fax: (215)597-7658

Download
NLRB
Mobile App

January 10, 2022

(b) (6), (b) (7)(C)

Re: United Parcel Service Inc, (UPS)
Case 04-CA-288633

Dear (b) (6), (b) (7)(C)

The charge that you filed in this case on January 08, 2022 has been docketed as case number 04-CA-288633. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

Investigator: This charge is being investigated by Field Attorney DAVID RODRIGUEZ whose telephone number is (215)597-7657. If this Board agent is not available, you may contact Supervisory Attorney NOELLE M. REESE whose telephone number is (215)597-0729.

Right to Representation: You have the right to be represented by an attorney or other representative in any proceeding before us. If you choose to be represented, your representative must notify us in writing of this fact as soon as possible by completing *Form NLRB-4701, Notice of Appearance*. This form is available on our website, www.nlrb.gov, or from an NLRB office upon your request.

If you are contacted by someone about representing you in this case, please be assured that no organization or person seeking your business has any "inside knowledge" or favored relationship with the National Labor Relations Board. Their knowledge regarding this proceeding was only obtained through access to information that must be made available to any member of the public under the Freedom of Information Act.

Presentation of Your Evidence: As the party who filed the charge in this case, it is your responsibility to meet with the Board agent to provide a sworn affidavit, or provide other witnesses to provide sworn affidavits, and to provide relevant documents within your possession. Because we seek to resolve labor disputes promptly, you should be ready to promptly present your affidavit(s) and other evidence. If you have not yet scheduled a date and time for the Board agent to take your affidavit, please contact the Board agent to schedule the affidavit(s). If you fail to cooperate in promptly presenting your evidence, your charge may be dismissed without investigation.

Preservation of all Potential Evidence: Please be mindful of your obligation to preserve all relevant documents and electronically stored information (ESI) in this case, and to take all steps necessary to avoid the inadvertent loss of information in your possession, custody or control. Relevant information includes, but is not limited to, paper documents and all ESI (e.g. SMS text messages, electronic documents, emails, and any data created by proprietary software tools) related to the above-captioned case.

Prohibition on Recording Affidavit Interviews: It is the policy of the General Counsel to prohibit affiants from recording the interview conducted by Board agents when subscribing Agency affidavits. Such recordings may impede the Agency's ability to safeguard the confidentiality of the affidavit itself, protect the privacy of the affiant and potentially compromise the integrity of the Region's investigation.

Correspondence: All documents submitted to the Region regarding your case MUST be filed through the Agency's website, www.nlrb.gov. This includes all formal pleadings, briefs, as well as affidavits, documentary evidence, and position statements. The Agency requests all evidence submitted electronically to be in the form it is normally used and maintained in the course of business (i.e., native format). Where evidence submitted electronically is not in native format, it should be submitted in a manner that retains the essential functionality of the native format (i.e., in a machine-readable and searchable electronic format).

If you have questions about the submission of evidence or expect to deliver a large quantity of electronic records, please promptly contact the Board agent investigating the charge. If you cannot e-file your documents, you must provide a statement explaining why you do not have access to the means for filing electronically or why filing electronically would impose an undue burden.

In addition, this Region will be issuing case-related correspondence and documents, including complaints, compliance specifications, dismissal letters, deferral letters, and withdrawal letters, electronically to the email address you provide. Please ensure that you receive important case-related correspondence, please ensure that the Board Agent assigned to your case has your preferred email address. These steps will ensure that you receive correspondence faster and at a significantly lower cost to the taxpayer. If there is some reason you are unable to receive correspondence via email, please contact the agent assigned to your case to discuss the circumstances that prevent you from using email.

Information about the Agency, the procedures we follow in unfair labor practice cases and our customer service standards is available on our website, www.nlrb.gov or from an NLRB office upon your request. *NLRB Form 4541, Investigative Procedures* offers information that is helpful to parties involved in an investigation of an unfair labor practice charge.

We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,

Thomas Goonan
Regional Director

cc: Bennie Smith Jr.
Local 623 Union, International
Brotherhood of Teamsters, (IBT)
P.O. Box 364
Chester Heights, PA 19017-0364

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

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January 10, 2022

Joe Gill
United Parcel Service Inc. (UPS)
15 Oregon Avenue
Philadelphia, PA 19148

Re: United Parcel Service Inc, (UPS)
Case 04-CA-288633

Dear Mr. Gill:

Enclosed is a copy of a charge that has been filed in this case. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

Investigator: This charge is being investigated by Field Attorney DAVID RODRIGUEZ whose telephone number is (215)597-7657. If this Board agent is not available, you may contact Supervisory Attorney NOELLE M. REESE whose telephone number is (215)597-0729.

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If you are contacted by someone about representing you in this case, please be assured that no organization or person seeking your business has any "inside knowledge" or favored relationship with the National Labor Relations Board. Their knowledge regarding this proceeding was only obtained through access to information that must be made available to any member of the public under the Freedom of Information Act.

Presentation of Your Evidence: We seek prompt resolutions of labor disputes. Therefore, I urge you or your representative to submit a complete written account of the facts and a statement of your position with respect to the allegations set forth in the charge as soon as possible. If the Board agent later asks for more evidence, I strongly urge you or your representative to cooperate fully by promptly presenting all evidence relevant to the investigation. In this way, the case can be fully investigated more quickly. **Due to the nature of the allegations in the enclosed unfair labor practice charge, we have identified this case as one in which injunctive relief pursuant to Section 10(j) of the Act may be appropriate.**

Therefore, in addition to investigating the merits of the unfair labor practice allegations, the Board agent will also inquire into those factors relevant to making a determination as to whether or not 10(j) injunctive relief is appropriate in this case. Accordingly, please include your position on the appropriateness of Section 10(j) relief when you submit your evidence relevant to the investigation.

Full and complete cooperation includes providing witnesses to give sworn affidavits to a Board agent, and providing all relevant documentary evidence requested by the Board agent. Sending us your written account of the facts and a statement of your position is not enough to be considered full and complete cooperation. A refusal to fully cooperate during the investigation might cause a case to be litigated unnecessarily.

In addition, either you or your representative must complete the enclosed Commerce Questionnaire to enable us to determine whether the NLRB has jurisdiction over this dispute. If you recently submitted this information in another case, or if you need assistance completing the form, please contact the Board agent.

We will not honor requests to limit our use of position statements or evidence. Specifically, any material you submit may be introduced as evidence at a hearing before an administrative law judge regardless of claims of confidentiality. However, certain evidence produced at a hearing may be protected from public disclosure by demonstrated claims of confidentiality.

Further, the Freedom of Information Act may require that we disclose position statements or evidence in closed cases upon request, unless an exemption applies, such as those protecting confidential financial information or personal privacy interests.

Preservation of all Potential Evidence: Please be mindful of your obligation to preserve all relevant documents and electronically stored information (ESI) in this case, and to take all steps necessary to avoid the inadvertent loss of information in your possession, custody or control. Relevant information includes, but is not limited to, paper documents and all ESI (e.g. SMS text messages, electronic documents, emails, and any data created by proprietary software tools) related to the above-captioned case.

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format, it should be submitted in a manner that retains the essential functionality of the native format (i.e., in a machine-readable and searchable electronic format).

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We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,

Thomas Goonan
Regional Director

Enclosures:
1. Copy of Charge
2. Commerce Questionnaire

FORM NLRB-5081
(3-11)

NATIONAL LABOR RELATIONS BOARD

QUESTIONNAIRE ON COMMERCE INFORMATION

Please read carefully, answer all applicable items, and return to the NLRB Office. If additional space is required, please add a page and identify item number.

CASE NAME	CASE NUMBER
	04-CA-288633

1. EXACT LEGAL TITLE OF ENTITY (As filed with State and/or stated in legal documents forming entity)

2. TYPE OF ENTITY

[ ] CORPORATION [ ] LLC [ ] LLP [ ] PARTNERSHIP [ ] SOLE PROPRIETORSHIP [ ] OTHER (Specify)

3. IF A CORPORATION or LLC

A. STATE OF INCORPORATION OR FORMATION	B. NAME, ADDRESS, AND RELATIONSHIP (e.g. parent, subsidiary) OF ALL RELATED ENTITIES

4. IF AN LLC OR ANY TYPE OF PARTNERSHIP, FULL NAME AND ADDRESS OF ALL MEMBERS OR PARTNERS

5. IF A SOLE PROPRIETORSHIP, FULL NAME AND ADDRESS OF PROPRIETOR

6. BRIEFLY DESCRIBE THE NATURE OF YOUR OPERATIONS *(Products handled or manufactured, or nature of services performed).*

7A. PRINCIPAL LOCATION:	7B. BRANCH LOCATIONS:

8. NUMBER OF PEOPLE PRESENTLY EMPLOYED

A. TOTAL:	B. AT THE ADDRESS INVOLVED IN THIS MATTER:

9. DURING THE MOST RECENT *(Check the appropriate box):* [ ] **CALENDAR** [ ] **12 MONTHS** or [ ] **FISCAL YEAR** *(FY DATES _____)*

	YES	NO
A. Did you **provide services** valued in excess of $50,000 directly to customers outside your State? If no, indicate actual value. $_____		
B. If you answered no to 9A, did you **provide services** valued in excess of $50,000 to customers in your State who purchased goods valued in excess of $50,000 from directly outside your State? If no, indicate the value of any such services you provided. $_____		
C. If you answered no to 9A and 9B, did you **provide services** valued in excess of $50,000 to public utilities, transit systems, newspapers, health care institutions, broadcasting stations, commercial buildings, educational institutions, or retail concerns? If less than $50,000, indicate amount. $_____		
D. Did you **sell goods** valued in excess of $50,000 directly to customers located outside your State? If less than $50,000, indicate amount. $_____		
E. If you answered no to 9D, did you **sell goods** valued in excess of $50,000 directly to customers located inside your State who purchased other goods valued in excess of $50,000 from directly outside your State? If less than $50,000, indicate amount. $_____		
F. Did you **purchase and receive goods** valued in excess of $50,000 from directly outside your State? If less than $50,000, indicate amount. $_____		
G. Did you **purchase and receive goods** valued in excess of $50,000 from enterprises who received the goods directly from points outside your State? If less than $50,000, indicate amount. $_____		
H. **Gross Revenues** from all sales or performance of services ***(Check the largest amount)*** [ ] $100,000 [ ] $250,000 [ ] $500,000 [ ] $1,000,000 or more If less than $100,000, indicate amount.		
I. **Did you begin operations within the last 12 months?** If yes, specify date: _____		

10. ARE YOU A MEMBER OF AN ASSOCIATION OR OTHER EMPLOYER GROUP THAT ENGAGES IN COLLECTIVE BARGAINING?

[ ] YES [ ] NO *(If yes, name and address of association or group).*

11. REPRESENTATIVE BEST QUALIFIED TO GIVE FURTHER INFORMATION ABOUT YOUR OPERATIONS

NAME	TITLE	E-MAIL ADDRESS	TEL. NUMBER

12. AUTHORIZED REPRESENTATIVE COMPLETING THIS QUESTIONNAIRE

NAME AND TITLE *(Type or Print)*	SIGNATURE	E-MAIL ADDRESS	DATE

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UNITED STATES OF AMERICA

BEFORE THE NATIONAL LABOR RELATIONS BOARD

UNITED PARCEL SERVICE INC, (UPS) Charged Party and (b) (6), (b) (7)(C) Charging Party	**Case 04-CA-288633**

AFFIDAVIT OF SERVICE OF CHARGE AGAINST EMPLOYER

I, the undersigned employee of the National Labor Relations Board, state under oath that on January 10, 2022**,** I served the above-entitled document(s) by post-paid regular mail upon the following persons, addressed to them at the following addresses:

Joe Gill
United Parcel Service Inc. (UPS)
15 Oregon Avenue
Philadelphia, PA 19148

January 10, 2022
Date

Renai J. Warren, Designated Agent of NLRB
Name

/s/ Renai J. Warren
Signature

FORM NLRB-4701
(9-03)

NATIONAL LABOR RELATIONS BOARD

NOTICE OF APPEARANCE

(b) (6), (b) (7)(C)

and

UNITED PARCEL SERVICE

CASE 04-CA-288633

☒ REGIONAL DIRECTOR

☐ EXECUTIVE SECRETARY
NATIONAL LABOR RELATIONS BOARD
Washington, DC 20570

☐ GENERAL COUNSEL
NATIONAL LABOR RELATIONS BOARD
Washington, DC 20570

THE UNDERSIGNED HEREBY ENTERS APPEARANCE AS REPRESENTATIVE OF United Parcel Service

IN THE ABOVE-CAPTIONED MATTER.

CHECK THE APPROPRIATE BOX(ES) BELOW:

☒ REPRESENTATIVE IS AN ATTORNEY

☒ IF REPRESENTATIVE IS AN ATTORNEY, IN ORDER TO ENSURE THAT THE PARTY MAY RECEIVE COPIES OF CERTAIN DOCUMENTS OR CORRESPONDENCE FROM THE AGENCY IN ADDITION TO THOSE DESCRIBED BELOW, THIS BOX MUST BE CHECKED. IF THIS BOX IS NOT CHECKED, THE PARTY WILL RECEIVE ONLY COPIES OF CERTAIN DOCUMENTS SUCH AS CHARGES, PETITIONS AND FORMAL DOCUMENTS AS DESCRIBED IN SEC. 11842.3 OF THE CASEHANDLING MANUAL.

(REPRESENTATIVE INFORMATION)

NAME: Gary M. Tocci, Esquire

MAILING ADDRESS: Jackson Lewis P.C., Three Parkway, 1601 Cherry Street, Ste. 1350, Philadelphia, PA 19102

E-MAIL ADDRESS: gary.tocci@jacksonlewis.com

OFFICE TELEPHONE NUMBER: (267) 319-7823

CELL PHONE NUMBER: _____ *FAX:* _____

SIGNATURE: Gary M. Tocci
(Please sign in ink.)

DATE: 01/28/2022

[1] IF CASE IS PENDING IN WASHINGTON AND NOTICE OF APPEARANCE IS SENT TO THE GENERAL COUNSEL OR THE EXECUTIVE SECRETARY, A COPY SHOULD BE SENT TO THE REGIONAL DIRECTOR OF THE REGION IN WHICH THE CASE WAS FILED SO THAT THOSE RECORDS WILL REFLECT THE APPEARANCE.

JacksonLewis

Jackson Lewis P.C.
Three Parkway, 1601 Cherry Street
Suite 1350
Philadelphia, Pennsylvania 19102
Tel 267 319-7802
Fax 215 399–2249
www.jacksonlewis.com

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MONMOUTH COUNTY, NJ
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ORANGE COUNTY, CA
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WASHINGTON DC REGION
WHITE PLAINS, NY

GARY M. TOCCI, ESQ.
DIRECT DIAL: (267) 319-7823
EMAIL: GARY.TOCCI@JACKSONLEWIS.COM

March 2, 2022

VIA E-FILE AND ELECTRONIC MAIL
David G. Rodriguez, Esq.
Field Attorney
National Labor Relations Board, Region Four
100 Penn Square East, Suite 403
Philadelphia, PA 19107

Re: UPS, Case 04-CA-288633 ([redacted])

Dear Mr. Rodriguez:

This letter sets forth the response of United Parcel Service, Inc. ("UPS" , "the Company" or "Respondent") to the above-referenced unfair labor practice charge ("Charge") filed by [redacted] [redacted] (sometimes hereinafter referred to as "Charging Party" or "[redacted] This letter responds only to those allegations about which we have specifically been advised. Any allegation not specifically addressed is denied. Respondent reserves the right to supplement or modify this statement as additional information becomes available or as otherwise appropriate.[1] Respondent submits that upon review of the undisputed facts and procedural history of this case, it becomes abundantly clear that Respondent did not violate any provision of the National Labor Relations Act (the "Act"), and that the Charge should be dismissed.

Nature of the Charge and Summary of Respondent's Position

The Charging Party's allegations as stated in the Charge, and as further set forth in the Region's evidence letter, are as follows:

[1] Please note this statement is a summary only and the Board should not consider it a complete statement of all facts which relate to this matter. In addition, this statement responds only to specific allegations contained in the Charge. Please keep in mind that the position statement is based on information available at this time, and we reserve our right to supplement or modify it if we discover additional information while this matter is pending before the Board.

> Since on or about (b) (6), (b) (7)(C) 2021, and ongoing my Employer, UPS, wrongfully discharge[d] me by falsely alleging that "I quit my job." My employer violated my rights pursuant to Article 7 of the National Master Agreement and Article 51 of the Supp to the National Master Agreement.

Charge Form, 04-CA-288633;

> On or about (b) (6), (b) (7)(C) 2021, the Employer violated Section 8(a)(3) and (4) of the Act by discharge [sic] (b) (6), (b) (7)(C) in retaliation for (b) (6), Union activity and because of an unfair labor practice charge (b) (6), had pending with the National Labor Relations Board.

Evidence Letter of February 8, 2022.

Respondent submits that, as set forth in detail below, there is no merit to this Charge. The Company presents herein overwhelming evidence of the Charging Party's infractions warranting discharge. A joint UPS/Teamster grievance panel upheld that discharge as being for just cause. That decision is a final and binding one under the governing collective bargaining agreement. Indeed, the Company has discharged many employees for the same infraction as committed by Charging Party – attached to this position statement are dozens of examples. There were no allegations that those employees were engaged in union activity. Consequently, there is no evidence of disparate treatment and so the Section 8(a)(3) claim is without any foundation.

Moreover, Charging Party did not file a prior unfair labor practice charge against the Company; (b) (6) apparently filed one against the Union.[2] The Company would have no conceivable motivation for retaliating against (b) (6), (b) for filing that Charge, and so there is simply no basis for an 8(a)(4) claim. In any event, no UPS management decision-makers relative to Charging Party's discharge had any knowledge of that Charge. Finally, in any event, there are dozens of comparators who did not file Charges against the Company, who engaged in similar conduct, and who were disciplined in the same way.

Finally, as an independent basis for dismissal, as the Section 8(a)(4) claim may be summarily dismissed for the reasons stated above, and the substance of the Section 8(a)(3) Charge

[2] As of this time, no one in Company management of whom we are aware has any knowledge of that Section 8(b) Charge. Another counsel for Region 4 explained to undersigned counsel that such a Charge existed.

already was litigated before the joint grievance panel, the Region may defer to that final and binding decision and dismiss the instant Charge. A recent decision from this Region in the exact same scenario, and supporting that conclusion, is attached hereto.

Under either analysis, the Charge in its entirety is without merit and should be dismissed.

FACTUAL BACKGROUND

(b) (6), (b) (7)(C) was a (b) (6), (b) (7)(C) in the Oregon Avenue facility located in Philadelphia, Pennsylvania. (b) (6), had a (b) (6), (b) (7)(C) seniority date of (b) (6), (b) (7)(C) **See Exhibit A, Company Statement of Facts to Atlantic Area Parcel Grievance Committee.** The terms and conditions of (b) (6), employment were governed by the *National Master United Parcel Service Agreement and Local 623 Supplemental Agreement, for the Period August 1, 2018 through July 31, 2023* (hereinafter "Agreement"). **See Exhibit B, Pertinent Provisions of the Agreement.**[3]

The Events of (b) (6), (b) (7)(C) 2021.[4]

On Monday, (b) (6), (b) (7)(C) 2021, Charging Party entered the UPS Oregon Ave facility and reported for work as scheduled. (b) (6), (b) (b) (6), (b) (7)(C) route was eliminated for that day, and due to call outs that morning, (b) (6) was scheduled to (b) (6), (b) (7)(C) However, instead of working as assigned, Charging Party abandoned (b) (6), job, and left the facility before (b) (6), start time.

Prior to leaving, Charging Party never spoke to any member of the management team, never asked if (b) (6) could be off that day, and was never told that (b) (6) was relieved from duty. The management team saw the Charging Party in the morning, but at the time the routes were dispatching for the day, they noticed that (b) (6) was no longer present. They later saw the route that Charging Party was assigned to that day still sitting, with no sign of the Charging Party. They checked to see if Charging Party punched in for the day and (b) (6) had not. A fellow employee saw Charging Party

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[3] It is our understanding that the Region already has a complete copy of the Agreement, but if not, one can be provided upon request.

[4] **See Exhibit C, Statement of UPS (b) (6), (b) (7)(C); Exhibit D, Statement of UPS (b) (6), (b) (7)(C); Exhibit E, Daily Staffing Sheet, (b) (6), (b) (7)(C) 2021.**

walking away from the building that morning and told the Center Team that [redacted] had left. The Center Team and the Union (b) (6), (b) (7)(C) called Charging Party, but the calls went straight to voicemail. The Center Team was then forced to borrow an employee from another center; that package car therefore left the building late causing service failures to UPS customers.

The Center has a standing practice that any employee who may be extra, or wants to be extra or relieved from duty on any given day, first needs to communicate with the management team and wait until the PCM[5] is over, in order to ensure that every route is covered for the day. **See Exhibit F, Statement of UPS (b) (6), (b) (7)(C) as to events of [redacted] 2021.** The Charging Party did not communicate with management, failed to follow those instructions, and took it upon himself to walk out that day, effectively abandoning [redacted] job.

<u>The Events of (b) (6), (b) (7)(C) 2021 and the Discharge from Employment</u>.

The next day, (b) (6), (b) (7)(C) 2021, Charging Party again reported for work as scheduled. [redacted] was seen by (b) (6), (b) (7)(C) in the morning and, for the second day in a row, Charging Party took it upon [redacted] to leave the facility without speaking to any member of management. **See Exhibit G, Statement of UPS (b) (6), (b) (7)(C) as to events of [redacted]/2021.** Again, [redacted] walked out on [redacted] job, which the Company considers to be a voluntary quit, job abandonment. (b) (6), (b) (7)(C) had scheduled a hearing that morning with Union (b) (6), (b) (7)(C) and Charging Party. When Charging Party was nowhere to be found, (b) (6), (b) (7)(C) telephoned Charging Party.

By letter dated (b) (6), (b) (7)(C) 2021, Charging Party was discharged pursuant to Article 50 and 51 of the Local 623 Supplemental Agreement for [redacted] job abandonment and voluntary quit. **See Exhibit H, (b) (6), (b) (7)(C) 2021 Official Discharge Notice.**

Article 50 states in pertinent part:

- Section 6 — Loss of Seniority

  Seniority shall be broken only by:

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5 A PCM is a "Pre-Work Communication Meeting."

Discharge

Voluntary Quit

Layoff for a period of three (3) years from last date of employment.

Unauthorized failure to report for work for three (3) consecutive days.

See Exhibit B, Agreement, Article 50, Section 6 at page 208.

<u>The Local Level Hearing of (b) (6), (b) (7)(C) 2021</u>

A local level hearing was held on (b) (6), (b) (7)(C) 2021 in the Oregon Avenue facility. Present at that meeting were (b) (6), (b) (7)(C), (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) and Charging Party. The Charging Party admitted to coming in (b) (6), (b) (7)(C) morning and leaving without speaking to, or having approval from, any member of the management team for (b) (6), departure. (b) (6), claimed that there was no staffing sheet hung at the time when (b) (6) was present. (b) (6), claimed that (b) (6) left the facility and went to (b) (6), (b) (7)(C) When asked to produce some sort of documentation of this visit, and when (b) (6) had made the appointment, (b) (6) did not produce any documentation. (b) (6), was then asked if (b) (6) notified anyone from (b) (6), management team about the appointment or let them know (b) (6) needed off that day, and (b) (6) answered, "no, I don't communicate with them." The Charging Party claimed that (b) (6) needs the money and that if there was work for (b) (6), (b) that (b) (6) would not leave it on the table. (b) (6), was then reminded that (b) (6) ***was*** scheduled to work, (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) asked the Charging Party why (b) (6) came in on (b) (6), (b) (7)(C) and left again without speaking to anyone from the management team. (b) (6), stated that (b) (6) did not see (b) (6), name next to (b) (6), route on the staffing sheet and that (b) (6) left to file a grievance at the Union Hall. (b) (6), claimed that there were no stewards or Business Agents in the building. (b) (6), was then asked if it was (b) (6), stance that any time (b) (6) felt there was a contract violation (b) (6) could leave work. (b) (6), answered: "Yes. You violate my rights, that makes me a slave." (b) (6), then stated that (b) (6) felt like (b) (6) was being attacked that day. The (b) (6), (b) (7)(C) asked, by whom? (b) (6), answered, (b) (6), (b) (7)(C) You." The (b) (6), (b) (7)(C) reiterated the fact that Charging Party had said earlier that (b) (6) spoke to no one and no one spoke to (b) (6), (b) that day; so (b) (6) was asked how (b) (6) was being "attacked".

(b) (6), (b) (7)(C) pointed out that (b) (6) never saw (b) (6), (b) (7) and the (b) (6), (b) (7)(C) noted that (b) (6) was not in the building at the pertinent times. Nonetheless, Charging Party claimed, "I'm being singled out," (b) (6), (b) (7)(C) replied, "you weren't singled out, you left."

<u>The Decision of the AAPGC Upholding the Discharge.</u>

Having not been resolved at the Local Level hearing, the Union docketed Charging Party's grievance to be heard by the Atlantic Area Parcel Grievance Committee ("AAPGC"), which is empowered under the governing CBA to hear and decide unresolved grievances. ***See* Agreement, Article 49 (Grievance Procedure), Section 3 and 4, at pages 196-197**. The AAPGC is comprised of equal numbers of Teamster and UPS officials. In hearing discipline cases, it can decide to uphold the grievance, at least in part, and thereby reinstate the employee with reduced discipline; deny the grievance and uphold the discipline; or arrive at some other decision. If the AAPGC Panel deadlocks, a panel arbitrator who sits on all discipline cases then renders a bench decision. But when the AAPGC does decide a case, its decision is final and binding under the CBA. **See Agreement, Article 49, final sentence of Section 3(e), page 196** ("The decision of the majority of the panel hearing the case shall be binding on all parties.")

Charging Party's grievance over (b) (6), (b) discharge was heard by the AAPGC on (b) (6), (b) (7)(C) (b) (6) 2021. The Panel decided to deny the grievance and uphold Charging Party's discharge. **See Exhibit I, AAPGC Decision, (b) (6), (b) (7)(C) 2021.** Accordingly, Charging Party already has exhausted (b) (6), (b) remedy under the CBA process; the arbitral entity empowered to decide (b) (6), (b) grievance has ruled against (b) (6), (b) (7) (b) (6), (b) discharge is therefore final.

<u>Charging Party's Disciplinary History in (b) (6), (b) - (b) (6), (b) (7)(Career at UPS.</u>

Finally, it is noteworthy that, although having worked for the Company (b) (6), (b) (7)(C) (b) (6), (b) (7)(C), the Charging Party was no stranger to the discipline process: (b) (6), (b) had served (b) (6), (b) (7)(C) of suspension and had been discharged (b) (6), (b) (7)(C), including this instant case. **See Exhibit J, ten disciplinary notices; Exhibit K, Payroll Records, Suspension Days.** The Charging Party most recently had appeared before the AAPGC in (b) (6), (b) (7)(of 2021 after having

been discharged for admitted dishonesty in failing (b) (6), (b) (7)(C). At that time the AAPGC reduced (b) (6), discharge to a time-served suspension, (b) (6), (b) (7)(C) days for (b) (6), admitted dishonesty in the (b) (6), (b) (7)(C) case. **See Exhibit L, AAPGC Decision (b) (6), (b) (7) /2021.**

It is with that backdrop – job abandonment coming on the heels of an abysmal disciplinary record, and a recent AAPGC reinstatement with a (b) (6), (b) (7)(C) suspension -- that Charging Party now brings (b) (6), Charge alleging that somehow (b) (6), (b) (7)(C) 2021 discharge was caused by illegal motives.

DISCUSSION

Charging Party Cannot Establish a Viable Claim Under Either Section 8(a)(3) or (a)(4).

In the instant case the Charge alleges violations of Sections 8(a)(3) and 8(a)(4):

> On or about (b) (6), (b) (7)(C) 2021, the Employer violated Section 8(a)(3) and (4) of the Act by discharge [sic] (b) (6), (b) (7)(C) in retaliation for (b) (6), Union activity and because of an unfair labor practice charge (b) (6), had pending with the National Labor Relations Board.

Evidence Letter of February 8, 2022

Charging Party cannot establish a viable claim under either section of the Act. Under *Wright Line,* 251 NLRB 1083 (1980), *enfd*. 662 F.2d 899 (1st Cir. 1981), *cert. denied,* 455 U.S. 989 (1982), in order to establish a violation of Section 8(a)(3), the General Counsel has the initial burden to show that the employee's union or other protected activity was a motivating factor for the adverse action by demonstrating: (1) the employee's protected activity, (2) the employer's knowledge of that activity, and (3) the employer's anti-union animus. *Allied Medical Transport*, 360 N.L.R.B. No. 142 (2014). *See also Donaldson Bros. Ready Mix, Inc*., 341 NLRB 958, 961 (2004). If the General Counsel carries this initial burden, the burden shifts to the employer to prove, as an affirmative defense, that it would have taken the same action even in the absence of the protected activity. *Wright Line*, 251 NLRB at 1089.

There is No Basis for a Section 8(a)(3) Violation.

There is simply no credible evidence that UPS discriminated against Charging Party due to any of (b) (6), union activities or anti-union animus. As set forth in detail in the Factual Background

section of this position statement, Charging Party was discharged due to [redacted] walking off the job and job abandonment. It is undisputed that on two (2) consecutive days, the Charging Party reported for work as scheduled, failed to communicate with [redacted] management team and walked off the job, effectively abandoning [redacted] job and accomplishing a voluntarily quit. The Company has the right to expect its employees to report for work daily to perform their job duties. The current labor agreement is clear and unambiguous concerning when an employee voluntarily quits. There was no acceptable reason for Charging Party to walk off the job in this fashion. A basic tenet of labor law is to work now, grieve later. That concept was explained to Charging Party many times. [redacted] had been warned of the consequences of [redacted] actions by the Company and (b) (6), (b) (7)(C), but [redacted] failed to adhere to these practices. The AAPGC upheld the discharge.

The Charging Party has been given multiple opportunities through the discipline process to change [redacted] behavior, yet [redacted] has failed to correct [redacted] actions even after receiving an opportunity from the joint UPS/Teamster AAPGC panel to do so (most recently in [redacted] 2021).

While Charging Party's actions are particularly egregious, it is not an uncommon occurrence for employees to be discharged for job abandonment – indeed in circumstances less severe than those that occurred here. **Attached hereto as Exhibit M** is a list of ***approximately 40 (forty) cases*** where employees were discharged for the same reason, grieved the issue, and proceeded to AAPGC. Note that the name under the fourth column from the left ("Arbitrator") refers to the Arbitrator who sat to hear that specific case. As explained above, the Arbitrator essentially sits as a "fifth neutral", rendering a decision in the event of a deadlock. But when the AAPGC Panel decides the issue, the Arbitrator has no need to rule. Note, first of all, that the vast number of cases, regardless of the outcome, establish that this issue occurs often and the Company does indeed discharge employees for this reason. Furthermore, in many of those cases, the discharge was upheld, as it was in (b) (6), (b) (7)(C) case. But in any case, even in those cases where the employee had the discharge reduced to a suspension, that decision was made by the neutral arbitral entity or the sitting Arbitrator, and not by UPS, which was moving for the discharge to be upheld in each case.

With this vast number of comparators, none of whom are known to have alleged disparate treatment on the basis of union activity, it is simply absurd to suggest that Charging Party was

singled out for any anti-union animus. The 8(a)(3) claim simply collapses under the weight of this evidence.

<u>There is No Basis for the Section 8(a)(4) Claim</u>.

The February 8, 2022 evidence letter states in pertinent part that Charging Party also alleges that [(b) (6), (] discharge was in retaliation " . . . because of an unfair labor practice charge [(b) (6)] had pending with the National Labor Relations Board." Thus there is a claim of a Section 8(a)(4) violation. This claim fails for three independent reasons. First, UPS is not aware of any pending unfair labor practice charge Charging Party filed against UPS. In fact, it is now undersigned counsel's understanding that Charging Party had not filed a Charge against UPS, but instead ***against*** [(b) (6), (] ***Union***, Teamsters Local 623. There was no basis for UPS to retaliate against Charging Party because [(b) (6),] may have filed a charge against [(b) (6), (] Union.

In addition, UPS management had no knowledge of that Charge, so the existence of that Charge could not have motivated the decision to discharge Charging Party in any event. Accordingly, there is simply no possible causal nexus between the filing of the CB Charge and the incidents cited in the instant Section 8(a)(4) Charge.

Finally, and in any event, for the same reasons set forth above relative to the Section 8(a)(3) analysis, Charging Party cannot set forth a viable claim for disparate treatment due to a retaliatory motive. UPS has administered the same rule regarding job abandonment and voluntary quit against numerous other employees, and there is no evidence that any of those other employees had filed unfair labor practice charges against UPS. **See Exhibit M.** Thus, those comparators establish that there was nothing unusual in the application of this rule to Charging Party. *See American Gardens Management Co.*, 338 NLRB 644, 645 n.7 (2002) (endorsing application of *Wright Line* standard to 8(a)(4) allegations).

Accordingly, the undisputed evidence establishes that the Section 8(a)(4) aspect of the Charge also should be dismissed.

<u>The [(b) (6), (b) (7)(C] /2021 AAPGC Decision Provides an Independent Basis for Dismissal.</u>

Note that as the Section 8(a)(4) claim may be summarily dismissed for the reasons explained immediately above, the remaining Section 8(a)(3) aspect of this Charge is ripe for

deferral and dismissal. Charging Party's claims were fully litigated before AAPGC, and that panel issued a final and binding award on (b) (6), (b) (7)(C) 2021. **See Exhibit I.** Consequently, the Region may defer to that arbitral award, and as that process has concluded with finality, the Charge may be dismissed**.** In the same situation, the Region recently concluded that a Charge should be dismissed because the joint UPS/Teamster Panel had issued a final and binding decision that included issues factually parallel to those presented in the Charge. **See Exhibit N, Dismissal Letter in 04-CA-283307**.[6] In that case, the Region concluded that, as here, "[u]nder the CBA, the panel's decision is final and binding." *Id.* at p. 1. The Region further concluded:

> Here, the evidence established that the Panel proceeding was fair and regular, all parties agreed to be bound, and the contractual issue presented was factually parallel to the unfair labor practice issue such that the Panel was presented generally with the facts relevant to resolving the unfair labor practice. *Olin Corp*., 268 NLRB 573, 574 (1984) and *Spielberg Manufacturing Co*., 112 NLRB 1080 (1955). Thus, the Panel considered the alleged unfair labor practice, and the award was not "palpably wrong" or "clearly repugnant" to the purposes of the Act.

Id. at p. 2.

Recall that in the instant case, (b) (6), (b) (7)(C) was indeed complaining, in part, that (b) (6) was being targeted by UPS management, including for (b) (6), (stance on how (b) (6) wanted to apply the Agreement – (b) (6) claimed that (b) (6) had been heading to the Union Hall to file a grievance. Accordingly, the instant case also presents a situation where the contractual just cause issue presented to AAPGC was parallel with the retaliation claims in the Charge.

Finally, notwithstanding this analysis, Respondent contends that the facts of this case so overwhelmingly establish that there was no violation of the Act, that such a deferral analysis, while providing yet one more basis for dismissal, is really unnecessary here. But this factor does provide yet one more independent basis for dismissal.

<u>Section 10(j) Relief is Inappropriate</u>

In its February 8, 2022 evidence letter, the Region also has asked Respondent to provide its position on the appropriateness of Section 10(j) injunctive relief. Such relief is not

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[6] The only difference in that case was that the joint Panel found just cause, but reinstated the Grievant with a time-served suspension and a last-chance warning. But the point is that the Region deferred to that final and binding decision, and consequently dismissed the Charge.

appropriate here in any resect. Section 10(j) of the NLRA authorizes the Board to petition a federal district court for "appropriate temporary relief or restraining order" pending the Board's resolution of an unfair labor practice charge. As stated by the Act:

> The Board shall have power, upon issuance of a complaint as provided in subsection (b) charging that any person has engaged in or is engaging in an unfair labor practice, to petition any district court of the United States . . . , within the district wherein the unfair labor practice in question is alleged to have occurred or wherein such person resides or transacts business, for appropriate temporary relief or restraining order. Upon the filing of any such petition the court shall cause notice thereof to be served upon such person, and thereupon shall have jurisdiction to grant to the Board such temporary relief or restraining order as it deems just and proper.

29 U.S.C. § 160(j).

A Section10(j) injunction is an extraordinary remedy. *Kobell v. Suburban Lines, Inc.*, 731 F. 2d 1076, 1091 (3d Cir. 1984). Therefore, any discussion regarding a 10(j) injunction must start from the premise that it is the rare exception rather than the rule. In evaluating whether 10(j) injunctive relief is appropriate, the Third Circuit applies a two-prong approach. That is, the court must consider 1) whether there is "reasonable cause" to believe that an unfair labor practice has occurred and 2) whether an injunction would be 'just and proper." *Chester ex rel. NLRB v. Grane Healthcare Co.*, 666 F.3d 87, 98 (3d Cir. 2011).

Here, the facts alleged do not even remotely warrant consideration as to pursuing such extraordinary relief. This is because the allegations raised by the Charging Party do not require any immediate remedial action since the Board's remedies will be effective following the normal course of investigation. As such, there is no basis upon which the Board should seek a Section 10(j) injunction.

CONCLUSION

The evidence submitted herewith clearly establishes that the Charge is without merit and should be dismissed. Please contact me if you have any questions.

Very truly yours,

JACKSON LEWIS P.C.

Gary M. Tocci

Enclosures

4853-3032-4120, v. 1

EXHIBIT "A"

Atlantic Area Parcel Grievance Committee
Case: (b) (6), (b) (7)(C)
Local: 623
Grievant: (b) (6), (b) (7)(C)

Company Statement of Facts

(b) (6), (b) (7)(C) was (b) (6), (b) (7)(C) in the Oregon Avenue facility located in Philadelphia, PA. (b) (6), (b) had a (b) (6), (b) (7)(C) seniority date of (b) (6), (b) (7)(C). By letter dated (b) (6), (b) (7)(C), 2021, (b) (6) was discharged pursuant to Article 50 and 51 in the Local 623 Supplemental language for (b) (6), job abandonment, voluntary quit.

Exhibit 1 – Discharge Letter

Pertinent Contract Language

Article 50 states in part:

- **Section 6 – Loss of Seniority**

  Seniority shall be broken only by:

  Discharge

  Voluntary Quit

  Layoff for a period of three (3) years from last date of employment.

  Unauthorized failure to report for work for three (3) consecutive days.

Exhibit 2 – Article 50, 51 Language Local 623 Supplement

The following facts will substantiate this just cause discharge. On (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) 2021, the grievant entered the Oregon Ave facility and reported for work as scheduled. The grievants bid route was eliminated, and due to call outs that morning, the grievant was scheduled to cover (b) (6), (b) (7)(C) The grievant, however, abandoned (b) (6), job when (b) (6) left the facility before start time. The events that took place that morning can best be described by Supervisors (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C)

Exhibit 3 – Statement of (b) (6), (b) (7)(C)
Exhibit 4 – Statement of (b) (6), (b) (7)(C)
Exhibit 5 – Daily Staffing Sheet (b) (6), (b)

The grievant reported for work and decided that (b) (6) did not want to perform the route that had been assigned to (b) (6), (b) for the day and left the facility. (b) (6), never spoke to any member of the management team, never asked if (b) (6) could be off that day, and was never told that (b) (6) was relieved from duty. The management team saw the grievant in the morning but as the routes were dispatching for the day, they noticed that the grievant wasn't around. They later saw the

route that the grievant was assigned to that day still sitting, with no sign of the grievant. They went and checked to see if the grievant punched in for the day and (b) (6) had not. A fellow employee saw the grievant walking away from the building that morning and told the center team that (b) (6) had left. The center team and (b) (6), (b) (7)(C) called the grievant, but the calls went straight to voicemail. The center team was then forced to borrow an employee from another center, which left the building late causing service failures to our customers.

The center has a standing practice that any employee who may be extra or wants to be extra or relieved from duty on any given day, needs to communicate with the management team and wait until the PCM is over, and every route is covered for the day. The grievant did not communicate and failed to follow those instructions and took it upon (b) (6), (b) (7)(C) to walk out that day, effectively abandoning (b) (6), (b) job. (b) (6), (b) (7)(C) can best describe this practice.

Exhibit 6 – Statement of (b) (6), (b) (7)(C)
Exhibit 7 – Photos/Video of the Grievant (b) (6), (b)

On (b) (6), (b) (7)(C) 2021, the grievant again reported for work as scheduled, was seen by (b) (6), (b) (7)(C) in the morning and for the second day in a row the grievant took it upon (b) (6), (b) (7)(C) to leave the facility without speaking to any member of management. Again, walking out on (b) (6), (b) job, which the Company considers to be a voluntary quit, job abandonment. (b) (6), (b) (7)(C) had scheduled a hearing that morning with (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) and the grievant. When the grievant was nowhere to be found, (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) called the grievant. The details surrounding this incident can best be described by (b) (6), (b) (7)(C).

Exhibit 8 – Statement (b) (6), (b) (7)(C)
Exhibit 9 – Photos/Video of the Grievant (b) (6), (b)

A local level hearing was held on (b) (6), (b) (7)(C) 2021, in the Oregon Avenue facility. Present at that meeting were (b) (6), (b) (7)(C), (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) and the grievant. The grievant admitted to coming in (b) (6), (b) (7)(C) and leaving without speaking to or having approval from any member of the management team. (b) (6), claimed that there was no staffing sheet hung at the time when (b) was there. (b) (6), claims that (b) left and went to (b) (6), (b) (7)(C). When asked to produce some sort of documentation of this visit and when (b) made the appointment, (b) didn't have any paperwork. (b) was then asked if (b) notified anyone from (b) management team about the appointment or let them know (b) needed off that day and (b) answered, "no, I don't communicate with them." The grievant claimed that (b) needs the money and that if there was work for (b) that (b) wouldn't leave it on the table. (b) was then reminded that (b) was scheduled to work, on (b) (6), (b) (7)(C)

I asked the grievant why (b) came in on (b) (6), (b) (7)(C) and left again without speaking to anyone from the management team. (b) stated that (b) didn't see (b) name next to (b) route on the staffing sheet and that (b) left to go file a grievance, at the Union Hall. (b) claimed that there were no stewards or business agents in the building. (b) was then asked if it was (b) stance that

anytime (b) (6) felt there was a contract violation (b) (6) could leave work, (b) (6), (b) stated, "Yes. You violate my rights, that makes me a slave." (b) (6), (b) then stated that (b) (6) felt like (b) (6) was being attacked that day. I asked, by who? (b) (6), (b) answered, (b) (6), (b) (7)(C), You." I reiterated the fact that (b) (6) said earlier that (b) (6) spoke to no one and no one spoke to (b) (6), (b) that day so how was (b) (6) being attacked. (b) (6), (b) (7)(C) never saw (b) (6), (b) and I was not in the building. (b) (6), (b) claimed, "I'm being singled out." Supervisor Hawkins replied, "you weren't singled out, you left."

Although having worked for the Company (b) (6), (b) (7)(C), the grievant is no stranger to the discipline process. (b) (6), (b) has served (b) (6), (b) (7)(C) and has been discharged (b) (6), (b) (7)(C) including this instant case before us. The grievant sat before this panel in (b) (6), (b) (7) of 2021 and was issued a time served suspension, (b) (6), (b) (7)(C) days for (b) (6), (b) admitted dishonesty in an (b) (6), (b) (7)(C) case. The grievant has been given multiple opportunities through the discipline process to change (b) (6), (b) behaviors, (b) (6) has failed to correct (b) (6), (b) actions even after receiving an opportunity from this panel to do so.

Exhibit 10 – Discipline Letters
Exhibit 11 – Payroll Records Suspension Days
Exhibit 12 – Case (b) (6), (b) (7) – 21 Decision

Members of the Committee, the facts in this case are clear. There is no doubt that on two (2) consecutive days, the grievant reported for work as scheduled, failed to communicate with (b) (6), (b) management team and walked off the job, effectively abandoning (b) (6), (b) job and voluntarily quit. The Company has the right to expect its employees to report for work daily to perform their job duties. The current labor agreement is clear and unambiguous concerning when an employee voluntarily quits. That being understood, there exists no acceptable reason for the grievant to be able to walk off the job in this fashion and be able to continue (b) (6), (b) employment. The basic tenant of labor law is to work now, grieve later which the grievant was explained to many times and warned of the consequences of (b) (6), (b) actions by the Company and (b) (6), (b) (7)(C) and has failed to adhere to these practices.

Therefore, based on the facts presented, we respectfully request that this just cause discharge be upheld, and the grievance be denied in its entirety.

EXHIBIT "B"

the least senior employee on the current qualified tractor- trailer driver list will be required to fill the opening. In the event an employee is forced from the list to fill an opening the employee will be allowed to bid future tractor-trailer openings. New jobs or vacancies will be filled from the qualified list.

(b) After being on the tractor- trailer seniority list for two (2) consecutive years, an employee may bid another classification when a vacancy or new job occurs.

SECTION 6 - LOSS OF SENIORITY

Seniority shall be broken only by:

Discharge

Voluntary Quit

Layoff for a period of three (3) years from last date of employment,

Unauthorized failure to report for work for three (3) consecutive days.

SECTION 7 - OPENING AND CLOSING OF CENTERS

Whenever a center is closed, the employees affected will be entitled to move to the location to which the work is transferred and their seniority will be dovetailed in the new location. However, if a center is partially closed, employees shall be given preference according to seniority in determining which employees shall stay to perform the work remaining at the partially closed center. The remaining employees will be entitled to move to the location to which the work is transferred and their seniority will be dovetailed at the new location.

SECTION 8 - PURCHASE OR LEASE OF EQUIPMENT

The Employer shall not require, as a condition of continued employment, that an employee purchase truck, tractor and/or tractor and trailer or other vehicular equipment or that any employee purchase or assume any proprietary interest or other obligation in the business.

SECTION 9 - EXTRA ASSIGNMENTS

Preference shall be given to employees in the order of their seniority to extra work available after the completion of their day's work, provided that such employees are available at such times as the work is assigned and are qualified to perform the work required. In no event may employees displace other employees who have not completed their assignment.

ARTICLE 51 - DISCHARGE OR SUSPENSION

The Employer shall not discharge nor suspend any employee without just cause until the case has been discussed with the Business Agent in person, where practical, except where the provisions of this Article provide for discharge, but in respect to suspension or discharge shall give at least one warning notice of the complaint against such employee to the employee, in writing, and a copy of the same to the Union and Job Steward affected.

The warning notice as herein provided shall not remain in effect for a period of more than nine (9) months from date of said warning notice.

No warning notice need be given to an employee before he is discharged if the cause of such discharge is:

Calling an unauthorized strike or walkout,

Drunkenness, drinking during working hours, (including lunchtime),

Being under the influence of liquor or drugs during working hours,

Illegal possession of drugs,

Proven theft or dishonesty,

A rollaway accident that is a serious accident as defined in Article 18 Section 3,

An unreported accident,

Unprovoked physical assault on a shipper, consignee or Employer or the representative of any of them during working hours,

Carrying unauthorized passengers in Employer's vehicle,

Discharge must be by proper written notice to the employee and the Union affected. Any employee may request an investigation as to his discharge or suspension. Should such investigation prove that an injustice has been done an employee, he shall be reinstated. Appeal from discharge, suspension or warning notice must be taken within ten (10) days by written notice and a decision reached within thirty (30) days from the date of discharge, suspension or warning notice.

ARTICLE 52 - MEAL PERIOD

SECTION 1

The parties are agreed in principal that where practical, the lunch period will not start before the employee has been on duty three (3) hours or after he has been on duty five (5) hours. Except in cases of extreme emergency, the Employer shall not direct that lunch periods commence later than the end of the fifth (5th) hour of work.

SECTION 2

The Employer shall have the right to require employees to take a meal period of one (1) hour. The Employer may direct any employee to work all or part of his one (1) hour meal period, in which event the employee shall receive twenty (20) minutes to eat on Employer's time and the employee may not be dismissed one (1) hour early but must be worked to the employee's regular quitting time, producing a minimum of one (1) hour of overtime pay.

Package car drivers who desire to take a meal period of less than one (1) hour, but not less than one-half (1/2) hour may do so by mutual agreement with the Company. This agreement may only be changed at the annual bid and the month of July.

EXHIBIT "C"

(b) (6), (b) (7)(C)

Mt Airy PDS

(b) (6), (b) (7)(C) Job Abandonment Write-up (b) (6), (b) (7)(C)

To Whom it May Concern,

On (b) (6), (b) (7)/21 at approximately 8:15 I saw (b) (6), (b) (7)(C) in front of the center looking at the Staffing Sheet. (b) (6), (b) (7)(C) was assigned to a route on the staffing sheet as well as in our system. I then went back into my office. (b) (6), (b) (7)(C) was not seen at (b) (6), (b) (6), (b) (7)(C) after start time and (b) (6) wasn't clocked in to (b) (6), DIAD. (b) (6) was scheduled to be on a route that morning as I covered a call out with (b) (6), (b) (b) (6) left the building without speaking to anyone or clearing it with anyone. We had to cover the route with a (b) (6), (b) (7)(from another center. A (b) (6), (b) (7)(C) saw (b) (6), (walking away from the building at 8:30. I had (b) (6), (b) (7)(C) capture the time (b) (6) left the building on the security camera. This also caused service failures since we had to reach out to Center City for a (b) (6), (b) (7)(C)

I was instructed to cover (b) (6), (b) (7)(C) bid route on (b) (6), (b) (7)(C) 21 because (b) (6), (b) (7)(C) was to attend a center hearing. I scheduled (b) (6), (b) (7)(C) on (b) (6) bid route on my printed staffing sheet. I saw (b) (6), (b) (7)(C) in the building before start time at around 8am. I never physically talked to (b) (6), (b) (7)(C) on this day. When the 9am Start Time occurred the (b) (6), (b) (7)(C) called (b) (6), (b) (7)(C) to find out where (b) (6) was to attend the hearing. (b) (6), (b) (7)(C) told (b) (6), (b) (7 that (b) (6) left because (b) (6) name was not on (b) (6) bid route. I was present when (b) (6), (b) (7 explained to (b) (6), (b) (7)(C) that (b) (6) cannot leave before start time. (b) (6), (b) (7)(C) never came back, and the hearing never took place on (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

State of PA County of Philadelphia
The foregoing instrument was acknowledged before me
this (b) (6), (b) (7)(C), 20 21.
by Denise Ferrell
Denise Ferrell Notary Public
My Commission Expires September 04, 2021

Commonwealth of Pennsylvania-Notary Seal
DENISE FERRELL, NOTARY PUBLIC
PHILADELPHIA COUNTY
MY COMMISSION EXPIRES SEPTEMBER 4, 2024
COMMISSION NUMBER 1376304

EXHIBIT "D"

To Whom It may concern,

On (b) (6), (b) (7)(C) 2021 (b) (6), (b) (7)(C) [redacted] came into work and abruptly left without any knowledge of management or anyone else for that matter. The Concern came to me when I did not see [redacted] at (b) (6), (b) (7)(C) The board for the trip was still in the slot in the office. When I had asked our dispatch (b) (6), (b) (7)(C) said that [redacted] saw [redacted] when [redacted] came out of our morning meeting around 8:30am or so. The [redacted] in the office, [redacted], also said [redacted] had seen [redacted]. When trying to call [redacted] it went straight to voicemail. There was also someone that came forward that had said they saw [redacted] walking down the street some ways down Oregon ave, away from UPS. Also, the guard at the guard shack confirmed to me that [redacted] did in fact come in and "5 minutes later walked out."

UPS Mt Alry [redacted]

(b) (6), (b) (7)(C)

[redacted]

Sworn before me
[redacted] 2021
James W. Woodson

JAMES W. WOODSON
NOTARY PUBLIC OF NEW JERSEY
COMM. # 2159605
MY COMMISSION EXPIRES 11/12/2024

EXHIBIT "E"

Mt. Airy STAFFING

Monday, (b) (6), (b) (7)(C) 2021

	BAY	ROUTE	DRIVER	COVER	CALL OU	PVD	NAME	TETHER ROUTE
X			(b) (6), (b) (7)(C)		(b) (6), (b) (7)(C)		(b) (6), (b) (7)(C)	
X								
X								
X								
X								
X								
X								
X								
X								
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X								
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X								
X								
X								
X								
X								
X								
X								
X								
			TOTAL ROUTES	37				

EXHIBIT "F"

To Whom It May Concern,

On (b) (6), (b) (7)(C) received a phone call from my (b) (6), (b) (7)(C) about (b) (6), (b) (7)(C) leaving the building and abandoning the route that (b) (6), (b) (7)(C) was scheduled to do that day. I was informed that we reached out for (b) (6), (b) (7)(C) in Center City (b) (6), (b) (7)(C) to do the route since it was uncovered. After talking with (b) (6), (b) (7)(C) immediately called (b) (6), (b) (7)(C) to discuss the situation. I have had previous conversations with (b) (6), (b) (7)(C) regarding (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) refusing to run routes when (b) (6), (b) (7)(C) is cut. In the past, (b) (6), (b) (7)(C) has told (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) had to work as instructed and could not just leave. (b) (6), (b) (7)(C) told me that (b) (6), (b) (7)(C) has informed (b) (6), (b) (7)(C) on several occasions that (b) (6), (b) (7)(C) cannot leave the building and (b) (6), (b) (7)(C) needs to work as instructed. I have personally had conversations with (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) stating that (b) (6), (b) (7)(C) must work as instructed and cannot just walk out. (b) (6), (b) (7)(C) was also made aware of the consequences (b) (6), (b) (7)(C) did. Standard procedure during my UPS career for when routes are cut is even though (b) (6), (b) (7)(C) route is cut they have to work as instructed. At no point do they have the right to go home unless it is cleared with the management team. On (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) tried to call (b) (6), (b) (7)(C) several times to get (b) (6), (b) (7)(C) to return to work (b) (6), (b) (7)(C) never returned those calls to (b) (6), (b) (7)(C) or the Center team.

Thank you,
(b) (6), (b) (7)(C)

State of PA County of Philadelphia
The foregoing instrument was acknowledged before me
this (b) (6), (b) (7)(C) day of (b) (6), (b) (7)(C), 2024
by (b) (6), (b) (7)(C)
(b) (6), (b) (7)(C)
(b) (6), (b) (7)(C) Notary Public
My Commission Expires September 4, 2024

Commonwealth of Pennsylvania Notary Seal
(b) (6), (b) (7)(C)
NOTARY PUBLIC
PHILADELPHIA COUNTY
MY COMMISSION EXPIRES SEPTEMBER 4, 2024
COMMISSION NUMBER (b) (6), (b) (7)

EXHIBIT "G"

To Whom It may Concern,

On (b) (6), (b) (7)(C) 2021, (b) (6), (b) (7)(C) reported for work as scheduled. I saw (b) (6), (b) (7)(C) that morning and I watched (b) (6), (b) (7)(C) look at the staffing sheet and walk around the building. My plan for that day was to have a meeting with (b) (6), (b) (7)(C) to discuss the events that happened on (b) (6), (b) (7)(C) 2021. At 9:00 myself and (b) (6), (b) (7)(C) were looking for (b) (6), (b) (7)(C) to have a hearing with (b) (6), (b) (7)(C) called (b) (6), (b) (7)(C) numerous times and Marcus did not answer. We found out from (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) once again left the building.

Thank you,

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

State of PA County of Philadelphia

The foregoing instrument was (b) (6), (b) (7)(C) this (b) (6), (b) (7)(C) day of (b) (6), (b) (7)(C) 20 ____ by Denise Ferrell

Denise Ferrell Notary Public

My Commission Expires September 4, 2024

Commonwealth of Pennsylvania Notary Seal
DENISE FERRELL, NOTARY PUBLIC
PHILADELPHIA COUNTY
MY COMMISSION EXPIRES SEPTEMBER 4, 2024
COMMISSION NUMBER 1376904

EXHIBIT "H"

United Parcel Service
15 Oregon Avenue
Philadelphia, PA 19148

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) 2021

Cert.# (b) (6), (b) (7)(C)
Employee # (b) (6), (b) (7)(C)

Dear (b) (6), (b) (7)(C),

On (b) (6), (b) (7)(C), 2021 a meeting was held in the Mt Airy Center. Present were you, (b) (6), (b) (7)(C), (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C). Discussed was you walking off the job, this is considered a voluntary quit resulting in your job abandonment.

As a result of your job abandonment, you are being discharged from our employ under Article 51.

This is an Official Discharge Notice as outlined in the current labor agreement between UPS and I.B.T., Local 623.

Sincerely,
UPS, Inc.
(b) (6), (b) (7)(C)

Local# 0623
Cert.# (b) (6), (b) (7)(C)
(b) (6), (b) (7)(C)
(b) (6), (b) (7)(C)

Center File

EXHIBIT "I"

Atlantic Area Parcel Grievance Committee

Established in accordance with the terms and conditions of the Atlantic Area Parcel Agreement, entered into by and between the several Local Unions and United Parcel Service, Inc.

Docket No. (b) (6), (b) (7)(C)

IN THE MATTER OF THE DISPUTE BETWEEN

Teamsters Local # 623 (Philadelphia, PA)

and

UNITED PARCEL SERVICE, INC.

SUBMISSION

We, the undersigned, parties to the Atlantic Area Parcel Agreement, hereby agree to submit the following dispute for a decision under the Rules of Procedure prescribed by the Atlantic Area Parcel Grievance Committee, by virtue of its authority, as set forth in Article 48 of the Atlantic Area Parcel Agreement.

Discharge of (b) (6), (b) (7)(C)

We the undersigned further agree that a majority decision of the Joint Committee in the above dispute will be final, conclusive and binding with no appeal and, further, that neither party will attempt through any overt acts, to void the decision rendered.

The undersigned also agree that failure to comply with the decision of a majority of the Committee within ten (10) days of the date of the decision will result in the loss of all contract rights privileges and benefits due them under Article 48 of the Atlantic Area Parcel Agreement.

Date: (b) (6), (b) (7) 2021

Employer: United Parcel Service, Inc.
Signed: (b) (6), (b) (7)(C)
Title:

Local No: 623
Signed: (b) (6), (b) (7)(C)
Title:

DECISION
PLEASE PRINT

Based on the instant facts in this case and grievant's statement, the grievance is denied. No reference; non-precedent setting.

(b) (6), (b) (7)(C)
Employer (b) (6), (b) (7)(C)
(b) (6), (b) (7) 2021
Date

(b) (6), (b) (7)(C)
Union (b) (6), (b) (7)(C)
(b) (6), (b) (7) 2021
Date

Form T-102

EXHIBIT "J"

United Parcel Service
15 Oregon Avenue
Philadelphia, PA 19148

(b) (6), (b) (7)(C) 2019

(b) (6), (b) (7)(C)

Cert.# (b) (6), (b) (7)(C)
Employee # (b) (6), (b) (7)(C)

Dear (b) (6), (b) (7)(C)

On (b) (6), (b) (7)(C) 2019, a meeting was held in the Mt. Airy Center. Present were: you, Union (b) (6), (b) (7)(C). Discussed was your failure to follow proper methods, procedures and instructions.

You have committed in the past that you would follow proper company methods, procedures and instructions; yet you continue to fail to follow your supervisor's instructions. As a result of your actions, you have been given a (b) (6), (b) (7)(C) suspension.

If, in the future, should you again fail to follow any proper methods, procedures and instructions, further disciplinary action will be taken, up to and including discharge.

This is an Official Suspension Notice as outlined in the current labor agreement between UPS and I.B.T. Local 623.

Sincerely,
UPS, Inc.
(b) (6), (b) (7)(C)

Local# 0623
Cert.# (b) (6), (b) (7)(C)
(b) (6), (b) (7)(C)

Center File

United Parcel Service
15 Oregon Avenue
Philadelphia, PA 19148

(b) (6), (b) (7)(C) [redacted] 2019

(b) (6), (b) (7)(C) [redacted]

Cert.# [redacted] (b) (6), (b) (7)(C)
Employee # [redacted] (b) (6), (b) (7)(C)

Dear [redacted] (b) (6), (b) (7)(C)

On [redacted] (b) (6), (b) (7)(C) 2019, a meeting was held in the Mt. Airy Center. Present were: you, Union [redacted] (b) (6), (b) (7)(C) Discussed was your recent [redacted] (b) (6), (b) (7)(C) suspension.

Recently, you were suspended for [redacted] (b) (6), (b) (7)(C) As a result of your commitment to follow all proper methods, procedures and instructions your [redacted] (b) (6), (b) (7)(C) was reduced to a [redacted] (b) (6), (b) (7)(C) suspension.

If, in the future, should you again fail to follow proper company methods, procedures and instructions, further disciplinary action will be taken, up to and including discharge.

This is an Official Suspension Notice as outlined in the current labor agreement between UPS and I.B.T. Local 623.

Sincerely,
UPS, Inc.
[redacted] (b) (6), (b) (7)(C)

Local# 0623
Cert.# [redacted] (b) (6), (b) (7)(C)
[redacted] (b) (6), (b) (7)(C)
Center File

United Parcel Service
15 Oregon Avenue
Philadelphia, PA 19148

(b) (6), (b) (7)(C) 2019

(b) (6), (b) (7)(C)

Cert.# (b) (6), (b) (7)(C)
Employee # (b) (6), (b) (7)(C)

Dear (b) (6), (b) (7)(C),

On (b) (6), (b) (7)(C) 2019, a meeting was held in the Mt. Airy Center. Present were: you, Union (b) (6), (b) (7)(C) and myself. Discussed was your failure to follow proper methods, procedures and instructions.

You have committed in the past that you would follow proper company methods, procedures and instructions; yet you continue to fail to follow your supervisor's instructions. As a result of your actions, you have been given a (b) (6), (b) (7)(C) suspension.

If, in the future, should you again fail to follow any proper methods, procedures and instructions, further disciplinary action will be taken, up to and including discharge.

This is an Official Suspension Notice as outlined in the current labor agreement between UPS and I.B.T. Local 623.

Sincerely,
UPS, Inc.
(b) (6), (b) (7)(C)

Local# 0623
Cert.# (b) (6), (b) (7)(C)
(b) (6), (b) (7)(C)

Center File

United Parcel Service
15 Oregon Avenue
Philadelphia, PA 19148

(b) (6), (b) (7)(C) 2020

(b) (6), (b) (7)(C)

Cert.# (b) (6), (b) (7)(C)
Employee # (b) (6), (b) (7)(C)

Dear (b) (6), (b) (7)(C)

On (b) (6), (b) (7)(C) 2020, a meeting was held in the Mt. Airy Center. Present were: you, Union (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) Discussed was your failure to follow proper methods, procedures and instructions.

You have committed in the past that you would follow proper company methods, procedures and instructions; yet you continue to fail to follow your supervisor's instructions. As a result of your actions, you have given UPS just cause to discharge you from our employ.

This is an Official Discharge Notice as outlined in the current labor agreement between UPS and I.B.T. Local 623.

Sincerely,
UPS, Inc.
(b) (6), (b) (7)(C)

Local# 0623
Cert.# (b) (6), (b) (7)(C)
(b) (6), (b) (7)(C)
Center File

United Parcel Service
15 Oregon Avenue
Philadelphia, PA 19148

(b) (6), (b) (7)(C) 2020

(b) (6), (b) (7)(C)

Cert.# (b) (6), (b) (7)(C)
Employee # (b) (6), (b) (7)(C)

Dear (b) (6), (b) (7)(C)

On (b) (6), (b) (7)(C) 2020, a meeting was held in the Mt. Airy Center. Present were: you, Union (b) (6), (b) (7)(C) Discussed was your recent discharge.

Recently, you were discharged from UPS. As a result of your commitment to follow all proper methods, procedures and instructions your discharge was reduced to a (b) (6), (b) (7)(C) suspension. If, in the future, should you again fail to follow proper company methods, procedures and instructions, further disciplinary action will be taken up to and including discharge.

This is an Official Discharge Reduced/Suspension Notice as outlined in the current labor agreement between UPS and I.B.T. Local 623.

Sincerely,
UPS, Inc.
(b) (6), (b) (7)(C)

Local# 0623
Cert.# (b) (6), (b) (7)(C)
(b) (6), (b) (7)(C)

Center File

United Parcel Service
16 Oregon Avenue
Philadelphia, PA 19148

(b) (6), (b) (7)(C) 2020

(b) (6), (b) (7)(C)

Cert.# (b) (6), (b) (7)(C)
Employee # (b) (6), (b) (7)(C)

Dear (b) (6), (b) (7)(C)

On (b) (6), (b) (7)(C) 2020 a meeting was held in the Mount Airy Center. Discussed was your unacceptable attendance record. Present were: you, Union (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)

Recently, you were issued a (b) (6), (b) (7)(C) suspension for your unacceptable attendance. At this meeting, you once again gave your commitment to correct this problem, yet your attendance remains unacceptable.

As a result of your continued unacceptable attendance, you have given UPS just cause to discharge you from our employ.

This is an Official Notice of Discharge as outlined in the current labor agreement between UPS and I.B.T. Local 623.

Sincerely,
UPS, Inc.
(b) (6), (b) (7)(C)

cc (b) (6), (b) (7)(C) Local# 0623
Cert.# (b) (6), (b) (7)(C)
(b) (6), (b) (7)(C)

Center File

United Parcel Service
15 Oregon Avenue.
Philadelphia, PA 19148

(b) (6), (b) (7)(C) 2020

(b) (6), (b) (7)(C)

Cert.# (b) (6), (b) (7)(C)
Employee # (b) (6), (b) (7)(C)

Dear (b) (6), (b) (7)(C)

On (b) (6), (b) (7)(C) 2020 a meeting was held in the Mount Airy Center. Discussed was your Insubordination and dishonesty. Present were: you, Union (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)

You have been spoken to in the past concerning your Insubordination and Dishonesty. In previous conversations you have given your commitment to correct this problem, yet your service failures remain unacceptable.

This is an Official Discharge Notice as outlined in the current labor agreement between United Parcel Service and I.B.T. Local 623.

Sincerely,
UPS, Inc.
(b) (6), (b) (7)(C)

Local# 0623
Cert.# (b) (6), (b) (7)(C)
(b) (6), (b) (7)(C)

Center File

United Parcel Service
16 Oregon Avenue
Philadelphia, PA 19148

(b) (6), (b) (7)(C) 2021

(b) (6), (b) (7)(C)

Cert.# (b) (6), (b) (7)(C)
Employee # (b) (6), (b) (7)(C)

Dear (b) (6), (b) (7)(C)

On (b) (6), (b) (7)(C) 2021, a meeting was held with you, Union (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) Discussed was your act of dishonesty, particularly not reporting (b) (6), (b) (7)(C)

You have committed in the past that you would follow proper company methods, procedures and instructions; yet you continue to fail to follow your supervisor's instructions, specifically reporting (b) (6), (b) (7)(C) immediately. As a result of your actions you have been discharged.

This is an Official Discharge Notice as outlined in the current labor agreement between UPS and I.B.T., Local 623.

Sincerely,
UPS, Inc.
(b) (6), (b) (7)(C)

Local# 0623
Cert.# (b) (6), (b) (7)(C)
(b) (6), (b) (7)(C)

Center File

United Parcel Service
15 Oregon Avenue
Philadelphia, PA 19148

(b) (6), (b) (7)(C) 2021

(b) (6), (b) (7)(C)

Cert.# (b) (6), (b) (7)(C)
Employee # (b) (6), (b) (7)(C)

Dear (b) (6), (b) (7)(C)

On (b) (6), (b) (7)(C) 2021 a meeting was held in the Mt Airy Center. Present were you (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) Discussed was you walking off the job, this is considered a voluntary quit resulting in your job abandonment.

As a result of your job abandonment, you are being discharged from our employ under Article 51.

This is an Official Discharge Notice as outlined in the current labor agreement between UPS and I.B.T., Local 623.

Sincerely,
UPS, Inc.
(b) (6), (b) (7)(C)

Local# 0623
Cert.# (b) (6), (b) (7)(C)
(b) (6), (b) (7)(C)

Center File

EXHIBIT "K"

RRDD	Home Ctr	Name	Employee ID	PPE Date	TC Date	Tran CD	Pay CD	Start Day	Finish Day	UnPaid Hrs	Work Start	Total Hrs.	Total Amt
0733	(b) (6) [redacted] 1920	(b) (6), (b) (7)(C) [redacted]	[redacted]	(b) (6), (b) [redacted] 2019	(b) (6), (b) [redacted] 2019	GTS	(b) (6), (b) (7)(C) [redacted]	0.00	0.00	0.00	0.00	0.00	$0.00
0733	[redacted] 1920	[redacted]	[redacted]	[redacted] 2019	[redacted] 019	GTS	[redacted]	0.00	0.00	0.00	0.00	0.00	$0.00
0733	[redacted] 1920	[redacted]	[redacted]	[redacted] 2019	[redacted] 019	GTS	[redacted]	0.00	0.00	0.00	0.00	0.00	$0.00
0733	[redacted] 1920	[redacted]	[redacted]	[redacted] 2019	[redacted] 2019	GTS	[redacted]	0.00	0.00	0.00	0.00	0.00	$0.00
0733	[redacted] 1920	[redacted]	[redacted]	[redacted] 2019	[redacted] 2019	GTS	[redacted]	0.00	0.00	0.00	0.00	0.00	$0.00
0733	[redacted] 1920	[redacted]	[redacted]	[redacted] 2019	[redacted] 2019	GTS	[redacted]	0.00	0.00	0.00	0.00	0.00	$0.00
0733	[redacted] 1920	[redacted]	[redacted]	[redacted] 2019	[redacted] 2019	GTS	[redacted]	0.00	0.00	0.00	0.00	0.00	$0.00
0733	[redacted] 1920	[redacted]	[redacted]	[redacted] 2020	[redacted] 2020	GTS	[redacted]	0.00	0.00	0.00	0.00	0.00	$0.00
0733	[redacted] 1920	[redacted]	[redacted]	[redacted] 2020	[redacted] 2020	GTS	[redacted]	0.00	0.00	0.00	0.00	0.00	$0.00
0733	[redacted] 1920	[redacted]	[redacted]	[redacted] 2021	[redacted] 021	GTS	[redacted]	0.00	0.00	0.00	0.00	0.00	$0.00
0733	[redacted] 1920	[redacted]	[redacted]	[redacted] 2021	[redacted] 021	GTS	[redacted]	0.00	0.00	0.00	0.00	0.00	$0.00
0733	[redacted] 1920	[redacted]	[redacted]	[redacted] 2021	[redacted] 021	GTS	[redacted]	0.00	0.00	0.00	0.00	0.00	$0.00
0733	[redacted] 1920	[redacted]	[redacted]	[redacted] 2021	[redacted] 021	GTS	[redacted]	0.00	0.00	0.00	0.00	0.00	$0.00
0733	[redacted] 1920	[redacted]	[redacted]	[redacted] 2021	[redacted] 021	GTS	[redacted]	0.00	0.00	0.00	0.00	0.00	$0.00
0733	[redacted] 1920	[redacted]	[redacted]	[redacted] /2021	[redacted] 2021	GTS	[redacted]	0.00	0.00	0.00	0.00	0.00	$0.00
0733	[redacted] 1920	[redacted]	[redacted]	[redacted] /2021	[redacted] 2021	GTS	[redacted]	0.00	0.00	0.00	0.00	0.00	$0.00
0733	[redacted] 1920	[redacted]	[redacted]	[redacted] /2021	[redacted] 2021	GTS	[redacted]	0.00	0.00	0.00	0.00	0.00	$0.00

(b) (6), (b) (7)(C)

(b) (6), (b)			(b) (6),		(b) (6), (b)	(b) (6), (b) (7)(C)						
[redacted]	1920	[redacted]	[redacted]	2021	[redacted]	[redacted]	0.00	0.00	0.00	23.99	1.93	$69.48
	1920			2021	2021		7.92	16.37	1.00	0.00	0.00	$0.00
	1920			2021	2021		0.00	0.00	0.00	9.25	7.37	$176.88
	1920			2021	2021		0.00	0.00	0.00	16.61	0.63	$15.12
	1920			2021	2021		0.00	0.00	0.00	23.99	2.45	$88.20
	1920			2021	2021		9.25	17.62	1.00	0.00	0.00	$0.00
	1920			2021	2021		0.00	0.00	0.00	6.58	2.92	$70.08
	1920			2021	2021		0.00	0.00	0.00	9.50	6.63	$177.72
	1920			2021	2021		0.00	0.00	0.00	23.99	4.11	$147.96
	1920			2021	2021		6.58	16.63	0.50	0.00	0.00	$0.00
	1920			2021	2021		0.00	0.00	0.00	9.25	6.02	$144.48
	1920			2021	2021		0.00	0.00	0.00	23.99	0.81	$19.44
	1920			2021	2021		9.25	15.27	0.00	0.00	0.00	$0.00
				2021 Total							49.71	$1,323.60
	1920			/2021	/2021		0.00	0.00	0.00	9.00	6.00	$144.00
	1920			/2021	/2021		0.00	0.00	0.00	14.99	2.00	$48.00
	1920			/2021	/2021		0.00	0.00	0.00	23.99	0.71	$25.56
	1920			/2021	/2021		9.00	15.50	0.50	0.00	0.00	$0.00
	1920			/2021	/2021		0.00	0.00	0.00	0.00	0.00	$0.00
	1920			/2021	/2021		0.00	0.00	0.00	0.00	0.00	$0.00
	1920			/2021	/2021		0.00	0.00	0.00	0.00	0.00	$0.00
	1920			/2021	/2021		0.00	0.00	0.00	0.00	0.00	$0.00
				/2021 Total							8.71	$217.56
	1920			/2021	/2021		0.00	0.00	0.00	0.00	0.00	$0.00
	1920			/2021	/2021		0.00	0.00	0.00	0.00	0.00	$0.00
	1920			/2021	/2021		0.00	0.00	0.00	0.00	0.00	$0.00
	1920			/2021	/2021		0.00	0.00	0.00	0.00	0.00	$0.00
	1920			/2021	/2021		0.00	0.00	0.00	0.00	0.00	$0.00
				/2021 Total							0.00	$0.00
	1920			/2021	/2021		0.00	0.00	0.00	0.00	0.00	$0.00
	1920			/2021	/2021		0.00	0.00	0.00	0.00	0.00	$0.00
	1920			/2021	/2021		0.00	0.00	0.00	0.00	0.00	$0.00
	1920			/2021	/2021		0.00	0.00	0.00	0.00	0.00	$0.00
	1920			/2021	/2021		0.00	0.00	0.00	0.00	0.00	$0.00
				/2021 Total							0.00	$0.00
	1920			2021	2021		0.00	0.00	0.00	0.00	0.00	$0.00
	1920			2021	2021		0.00	0.00	0.00	0.00	0.00	$0.00
	1920			2021	2021		0.00	0.00	0.00	0.00	0.00	$0.00

(b) (6), (b) (7)(C)

[redacted]	1920	[redacted]	2021	[redacted]	2021	[redacted]	0.00	0.00	0.00	0.00	0.00	$0.00
	1920		2021		2021		0.00	0.00	0.00	0.00	0.00	$0.00
			2021 Total								0.00	$0.00
	1920		/2021		021		0.00	0.00	0.00	0.00	0.00	$0.00
	1920		/2021		021		0.00	0.00	0.00	0.00	0.00	$0.00
	1920		/2021		2021		0.00	0.00	0.00	0.00	0.00	$0.00
	1920		/2021		2021		0.00	0.00	0.00	0.00	0.00	$0.00
	1920		/2021		2021		0.00	0.00	0.00	0.00	0.00	$0.00
			/2021 Total								0.00	$0.00
	1920		/2021		2021		0.00	0.00	0.00	0.00	0.00	$0.00
	1920		/2021		2021		0.00	0.00	0.00	0.00	0.00	$0.00
	1920		/2021		2021		0.00	0.00	0.00	0.00	0.00	$0.00
	1920		/2021		2021		0.00	0.00	0.00	0.00	0.00	$0.00
	1920		/2021		2021		0.00	0.00	0.00	0.00	0.00	$0.00
			/2021 Total								0.00	$0.00
	1920		/2021		2021		0.00	0.00	0.00	0.00	0.00	$0.00
	1920		/2021		2021		0.00	0.00	0.00	0.00	0.00	$0.00
	1920		/2021		2021		0.00	0.00	0.00	0.00	0.00	$0.00
	1920		/2021		2021		0.00	0.00	0.00	0.00	0.00	$0.00
	1920		/2021		2021		0.00	0.00	0.00	0.00	0.00	$0.00
			/2021 Total								0.00	$0.00
	1920		021		021		0.00	0.00	0.00	0.00	0.00	$0.00
	1920		021		021		0.00	0.00	0.00	0.00	0.00	$0.00
	1920		021		021		0.00	0.00	0.00	0.00	0.00	$0.00
	1920		021		021		0.00	0.00	0.00	0.00	0.00	$0.00
	1920		021		021		0.00	0.00	0.00	0.00	0.00	$0.00
			021 Total								0.00	$0.00
	1920		2021		021		0.00	0.00	0.00	0.00	0.00	$0.00
	1920		2021		021		0.00	0.00	0.00	0.00	0.00	$0.00
	1920		2021		2021		0.00	0.00	0.00	0.00	0.00	$0.00
	1920		2021		2021		0.00	0.00	0.00	0.00	0.00	$0.00
	1920		2021		2021		0.00	0.00	0.00	0.00	0.00	$0.00
			2021 Total								0.00	$0.00
	920		2021		2021		0.00	0.00	0.00	0.00	0.00	$0.00
	920		2021		2021		0.00	0.00	0.00	0.00	0.00	$0.00
	920		2021		2021		0.00	0.00	0.00	0.00	0.00	$0.00
	920		2021		2021		0.00	0.00	0.00	0.00	0.00	$0.00
	920		2021		2021		0.00	0.00	0.00	0.00	0.00	$0.00

(b) (6), (b) (7)(C)

[redacted]	1920	[redacted]	021 Total	[redacted]		[redacted]					0.00	$0.00
	1920		021		/2021		0.00	0.00	0.00	0.00	0.00	$0.00
	1920		021		/2021		0.00	0.00	0.00	0.00	0.00	$0.00
	1920		021		/2021		0.00	0.00	0.00	0.00	0.00	$0.00
	1920		021		/2021		0.00	0.00	0.00	0.00	0.00	$0.00
	1920		021		/2021		0.00	0.00	0.00	0.00	0.00	$0.00
			021 Total								0.00	$0.00
	1920		21		/2021		0.00	0.00	0.00	0.00	0.00	$0.00
	1920		21		/2021		0.00	0.00	0.00	0.00	0.00	$0.00
	1920		21		/2021		0.00	0.00	0.00	0.00	0.00	$0.00
	1920		21		021		0.00	0.00	0.00	0.00	0.00	$0.00
	1920		21		021		0.00	0.00	0.00	0.00	0.00	$0.00
			21 Total								0.00	$0.00
	1920		021		021		0.00	0.00	0.00	0.00	0.00	$0.00
	1920		021		021		0.00	0.00	0.00	0.00	0.00	$0.00
	1920		021		021		0.00	0.00	0.00	0.00	0.00	$0.00
	1920		021		021		0.00	0.00	0.00	0.00	0.00	$0.00
	1920		021		021		0.00	0.00	0.00	0.00	0.00	$0.00
			021 Total								0.00	$0.00
	1920		021		/2021		0.00	0.00	0.00	0.00	0.00	$0.00
	1920		021		/2021		0.00	0.00	0.00	0.00	0.00	$0.00
	1920		021		/2021		0.00	0.00	0.00	0.00	0.00	$0.00
	1920		021		/2021		0.00	0.00	0.00	0.00	0.00	$0.00
	1920		021		/2021		0.00	0.00	0.00	0.00	0.00	$0.00
			021 Total								0.00	$0.00
	1920		021		2021		0.00	0.00	0.00	9.00	2.00	$48.00
	1920		021		2021		9.00	11.00	0.00	0.00	0.00	$0.00
	1920		021		2021		0.00	0.00	0.00	9.00	8.58	$212.88
	1920		021		2021		0.00	0.00	0.00	23.99	0.07	$2.52
	1920		021		2021		9.00	18.08	0.50	0.00	0.00	$0.00
	1920		021		2021		0.00	0.00	0.00	9.00	8.05	$193.80
	1920		021		2021		0.00	0.00	0.00	23.99	0.83	$29.88
	1920		021		2021		9.00	17.55	0.50	0.00	0.00	$0.00
	1920		021		2021		0.00	0.00	0.00	9.00	8.62	$214.32
	1920		021		2021		0.00	0.00	0.00	23.99	0.15	$5.40
	1920		021		2021		9.00	18.12	0.50	0.00	0.00	$0.00
	1920		021		2021		0.00	0.00	0.00	9.00	6.93	$166.32
	1920		021		2021		0.00	0.00	0.00	15.92	1.07	$25.68

EXHIBIT "L"

Atlantic Area Parcel Grievance Committee

Established in accordance with the terms and conditions of the Atlantic Area Parcel Agreement, entered into by and between the several Local Unions and United Parcel Service, Inc.

Docket No. (b) (6), (b) (7)(C)

IN THE MATTER OF THE DISPUTE BETWEEN

Teamsters Local # 623 (Philadelphia, PA)

and

UNITED PARCEL SERVICE, INC.

SUBMISSION

We, the undersigned, parties to the Atlantic Area Parcel Agreement, hereby agree to submit the following dispute for a decision under the Rules of Procedure prescribed by the Atlantic Area Parcel Grievance Committee, by virtue of its authority, as set forth in Article 48 of the Atlantic Area Parcel Agreement.

Discharge of (b) (6), (b) (7)(C)

We the undersigned further agree that a majority decision of the Joint Committee in the above dispute will be final, conclusive and binding with no appeal and, further, that neither party will attempt through any overt acts, to void the decision rendered.

The undersigned also agree that failure to comply with the decision of a majority of the Committee within ten (10) days of the date of the decision will result in the loss of all contract rights privileges and benefits due them under Article 48 of the Atlantic Area Parcel Agreement.

Date: (b) (6), (b) (7)(C) 2021

Employer: United Parcel Service, Inc.

Signed: (b) (6), (b) (7)(C)

Title:

Local No: 623

Signed: (b) (6), (b) (7)(C)

Title:

DECISION
PLEASE PRINT

Based on the facts presented, the discharge is reduced to a time served suspension, the panel did not rule on the point of order. No reference; non-precedent setting.

Form T-102

EXHIBIT "M"

Discharge Cases Keyword Search

Date	Chair	Co-Chair	Arbitrator	Case	Local	Area	Grievant	Article(s)	Discharge	Decision	By
(b) (6), (b) (7)(C) [redacted]	(b) (6), (b) (7)(C) [redacted]		Jaffe	(b) (6), (b) (7)(C) [redacted]	509	West Columbia, SC	[redacted]	50	Unprofessional Conduct & job abandonment	BOTFP, the co failed to prove violation of the UPS PC&AH Policy, nor. did the facts	PNL
			Nolan		171	Roanoke, VA	[redacted]	7,50	Discharge, job abandonment	BOTFP, discharge is reduced to a time served susp. Grvt reminded of [redacted]	PNL
			Nolan		171	Roanoke, VA	[redacted]	7,50	Discharge, job abandonment	BOTFP, discharge is reduced to time served susp. Grvt is reminded of [redacted] obligation to	PNL
			Jaffe		391	Greensboro, NC	[redacted]	50	Job Abandonment	Denied	PNL
			Jaffe		391	Raleigh, NC	[redacted]	7, 50	Dishonesty & job abandonment	BOTFP the grievance is denied	PNL
			Nolan		639	Washington, DC	[redacted]	48,50	Job Abandonment	BOFP, The discharge is sustained	ARB
			Tillem		391	Raleigh, NC	[redacted]	50	Walked off Job, job abandonment	denied	Pnl
(b) (6), (b) (7)(C) [redacted]			Tillem		623	Philadelphia, PA	[redacted]	50	Job Abandonment	Reduced [redacted] susp and final warning	PNL

Date	Chair	Co-Chair	Arbitrator	Case	Local	Area	Grievant	Article(s)	Discharge	Decision	By
(b) (6), (b) (7)(C)	[redacted]	[redacted]	Tillem	(b) (6), (b) (7)(C)	992	Hagerstown, MD	[redacted]	7/50	Job Abandonment	Denied	PNL
[redacted]	[redacted]	[redacted]	Tillem	[redacted]	355	Baltimore, MD	[redacted]	50	Job abandonment	Denied	PNL
[redacted]	[redacted]	[redacted]	Nolan	[redacted]	509	West Columbia, SC	[redacted]	50	Job Abandonment	Discharge is reduced to a (b) (6), (b) (7) suspension	ARB
[redacted]	[redacted]	[redacted]	Nolan	[redacted]	509	West Columbia, SC	[redacted]	50	Job Abandonment	BOFP including the grievants testimony, the discharge is sustained	ARB
[redacted]	[redacted]	[redacted]	Nolan	[redacted]	509	West Columbia, SC	[redacted]	50	Job Abandonment	Discharge is reduced to a (b) (6), (b) (7) suspension	ARB
[redacted]	[redacted]	[redacted]	Ross	[redacted]	509	Summerville, SC	[redacted]	50	Job Abandonment	reduced time served/final warning	Pnl
[redacted]	[redacted]	[redacted]	Ross	[redacted]	623	Philadelphia, PA	[redacted]	50	Job Abandonment, FTFMP, Poor Work Record	Reduced time served susp. Final warning	PNL
[redacted]	[redacted]	[redacted]	Vaughan	[redacted]	639	Burtonsville, MD	[redacted]	7,50	Job Abandonment	Reduced to a (b) (6), (b) (7)(C) susp. And	PNL
[redacted]	[redacted]	[redacted]	Shaller	[redacted]	355	Baltimore, MD	[redacted]	50	Unprofession conduct, WPV, Gross insubordination, Job abandonment	BOTFP, including the grievants testimony, the discharge is sustained	PNL

Date	Chair	Co-Chair	Arbitrator	Case	Local	Area	Grievant	Article(s)	Discharge	Decision	By
(b) (6), (b) (7)(C)			Nolan	(b) (6), (b) (7)(C)	391	Raleigh, NC		7, 50	Gross insubordination and job abandonment. NCNS on Sat. Filed 1-800 concern	BOTFP, the discharge is reduced to a time served sus, the grievant is instructed to foll all	PNL
			Harden		509	West Columbia, SC		50	Discharge, Job abandonment. Instructed to finish work but walked out. Previous las chance	WD by union	
			Tillem		639	Waldorf, MD		50	Job Abandonment / Dishonesty	Denied	PNL
			Nolan		623	Philadelphia, PA		50	Discharge, FFI, job abandonment.	BOTFP, discharge will be reduced to a time served suspension with grievant returning to	ARB
			Jaffe		322	Richmond, VA		50	Gross insubordination - job abandonment	BOTFP, and the testimony of the grievant, just cause was shown for the	ARB
			Jaffe		29	Verona, VA		7,50,37,48	Job abandonment	Disharge is reduced to a disciplinary suspension of (b) (6), (b) (7)(C) Grievant will RTW	PNL
			Jaffee		171	Roanoke, VA		7,50	Discharge, Job abandonment	The clear weight of the record evidence, including the testimony of the grievant	PNL
			Hardin		322	Richmond, VA		50	Discharge, job abandonment	BOTFP and testimony of the grievant, the case of the union is denied.	PNL
					391	Raleigh, NC		7,48,50	Unprofessional behavior, job abandonment	Denied	PNL

Date	Chair	Co-Chair	Arbitrator	Case	Local	Area	Grievant	Article(s)	Discharge	Decision	By
(b) (6), (b) (7)(C)			Jaffe	(b) (6), (b) (7)(C)	71	Florence, SC		50	Insubordination, Job abandonment	denied	Pnl
			Jaffe		822	Virginia Beach, VA		50	Job Abandonment	Denied	Arb
			Nolan		639	Burtonsville, MD		7 & 50	Job Abandonment	Withdrawn	NA

EXHIBIT “N”

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
REGION 4
100 E Penn Square
Suite 403
Philadelphia, PA 19107

Agency Website: www.nlrb.gov
Telephone: (215)597-7601
Fax: (215)597-7658

January 21, 2022

Jeffrey B. Fretz, Business Agent
Teamster Local 773
3614 Lehigh Street, Suite A
Whitehall, PA 18052

Re: United Parcel Service
Case 04-CA-283307

Dear Mr. Fretz:

We have carefully investigated and considered your charge that United Parcel Service has violated the National Labor Relations Act.

Decision to Dismiss: In the circumstances of this case, I find that further proceedings are unwarranted and I am dismissing the charge. The Union filed this charge on September 22, 2021 alleging that the Employer violated Section 8(a)(3) of the Act by discharging (b) (6), (b) (7)(C) on (b) (6), (b) (7)(C) 2021 in retaliation for (b) (6), protected union activity. The Union filed a grievance over (b) (6), (b) (7)(C) discharge and, pursuant to the grievance/arbitration procedure in the parties' collective bargaining agreement (CBA), the matter was presented before the Central Pennsylvania Area Parcel Grievance Committee ("Panel") on (b) (6), (b) (7)(C) Under the CBA, the Panel's decision is final and binding. After the Panel considered the evidence presented by the Union and Employer, it issued a finding that (b) (6), (b) (7)(C) was discharged for just cause, though it also decided to award (b) (6), (b) reinstatement on a last chance basis and reduce (b) (6), discharge action to a suspension without pay. Pursuant to the award, (b) (6), (b) (7)(C) returned to work on (b) (6), (b) (7)(C)

The Union requests that the Region continue processing this charge and not defer to the Panel award, arguing that the Panel did not consider the unfair labor practice issue. Under extant law, the Board will defer to an arbitrator's decision or a pre-arbitral grievance settlement where (1) the arbitral proceedings appear to have been fair and regular, (2) all parties have agreed to be bound, (3) the arbitrator considered the unfair labor practice issue, and (4) the arbitrator's decision is not clearly repugnant to the Act. See *United Parcel Service,* 369 NLRB No. 1 (2019), overruling *Babcock & Wilcox* and returning to the post-arbitral deferral standard set forth in *Spielberg Mfg. Co.,* 112 NLRB 1080 (1955), and *Olin Corp.*, 268 NLRB 573 (1984). See also *United Technologies Corp.*, 268 NLRB 557 (1984), and *Alpha Beta Co.*, 273 NLRB 1546 (1985). An arbitrator will be found to have adequately considered the unfair labor practice issue if it and the contractual issue are "factually parallel" and if the arbitrator was "presented generally" with the facts relevant to resolving the statutory issue. *Olin Corp.*, supra.

Here, the evidence established that the Panel proceeding was fair and regular, all parties agreed to be bound, and the contractual issue presented was factually parallel to the unfair labor practice issue such that the Panel was presented generally with the facts relevant to resolving the unfair labor practice. *Olin Corp*., 268 NLRB 573, 574 (1984) and *Spielberg Manufacturing Co*., 112 NLRB 1080 (1955). Thus, the Panel considered the alleged unfair labor practice, and the award was not "palpably wrong" or "clearly repugnant" to the purposes of the Act. It is well settled that the party opposing deferral bears the burden of affirmatively demonstrating the defects in the arbitral process or award. *Id.* Here, there is insufficient evidence to establish that deferral to the award is not appropriate. I am, therefore, deferring to the Panel's (b) (6), (b) (7)(C) decision and award and I am refusing to issue Complaint in this matter.

Charging Party's Right to Appeal: The Charging Party may appeal my decision to the General Counsel of the National Labor Relations Board, through the Office of Appeals.

Means of Filing: You must file your appeal electronically or provide a written statement explaining why electronic submission is not possible or feasible. Written instructions for the NLRB's E-Filing system and the Terms and Conditions of the NLRB's E-Filing policy are available at www.nlrb.gov. See User Guide. A video demonstration which provides step-by-step instructions and frequently asked questions are also available at www.nlrb.gov. If you require additional assistance with E-Filing, please contact e-Filing@nlrb.gov.

You are encouraged to also submit a complete statement of the facts and reasons why you believe my decision was incorrect. If you cannot file electronically, please send the appeal and your written explanation of why you cannot file electronically to the **General Counsel** at the **National Labor Relations Board, Attn: Office of Appeals, 1015 Half Street SE, Washington, DC 20570-0001**. Unless filed electronically, a copy of the appeal should also be sent to me.

The appeal MAY NOT be filed by fax or email. The Office of Appeals will not process faxed or emailed appeals.

Appeal Due Date: The appeal is due on **February 4, 2022**. If the appeal is filed electronically, the transmission of the entire document through the Agency's website must be completed **no later than 11:59 p.m. Eastern Time** on the due date. If filing by mail or by delivery service an appeal will be found to be timely filed if it is postmarked or given to a delivery service no later than February 3, 2022. **If an appeal is postmarked or given to a delivery service on the due date, it will be rejected as untimely**. If hand delivered, an appeal must be received by the General Counsel in Washington D.C. by 5:00 p.m. Eastern Time on the appeal due date. If an appeal is not submitted in accordance with this paragraph, it will be rejected.

Extension of Time to File Appeal: The General Counsel may allow additional time to file the appeal if the Charging Party provides a good reason for doing so and the request for an extension of time is **received on or before February 4, 2022.** The request may be filed electronically through the ***E-File Documents*** link on our website www.nlrb.gov, by fax to (202)273-4283, by mail, or by delivery service. The General Counsel will not consider any request for an extension of time to file an appeal received after February 4, 2022, **even if it is postmarked**

or given to the delivery service before the due date. Unless filed electronically, a copy of the extension of time should also be sent to me.

Confidentiality: We will not honor requests to limit our use of appeal statements or evidence. Upon a request under the Freedom of Information Act (FOIA) by a party during the processing of an appeal, the Agency's FOIA Branch discloses appeal statements, redacted for personal privacy, confidential source protection, or other applicable FOIA exemptions. In the event the appeal is sustained, any statement or material submitted may be introduced as evidence at a hearing before an administrative law judge. However, certain evidence produced at a hearing may be protected from public disclosure by demonstrated claims of confidentiality.

Very truly yours,

Thomas Goonan
Regional Director

Enclosure

cc: Wayne Foulke, Labor Relations Manager
United Parcel Service
1620 Van Buren Road
Easton, PA 18045

Gary M. Tocci, Esquire
Jackson Lewis, P.C.
Three Parkway
1601 Cherry Street, Suite 1350
Philadelphia, PA 19102

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

APPEAL FORM

To: General Counsel
Attn: Office of Appeals
National Labor Relations Board
1015 Half Street SE
Washington, DC 20570-0001

Date:

Please be advised that an appeal is hereby taken to the General Counsel of the National Labor Relations Board from the action of the Regional Director in refusing to issue a complaint on the charge in

United Parcel Service

Case Name(s).

04-CA-283307

Case No(s). *(If more than one case number, include all case numbers in which appeal is taken.)*

(Signature)

E-FILING TO APPEALS

1. **Extension of Time**: This document is used when the Charging Party is asking for more time to efile an Appeal.

   - If an Extension of Time is e-filed, and there are additional documents to be e-filed simultaneously with it, please e-file those documents under the selection **Correspondence**.
   - After an Extension of Time has already been e-filed, any **additional** materials to add to the Extension of Time should be e-filed under **Correspondence**.

2. **File an Appeal**: If the Charging Party does not agree with the Region's decision on the case, an Appeal can be e-filed.

   - Only **one** (**1**) **Appeal** can be e-filed to each determination in the Region's decision letter that is received.
   - After an Appeal has been e-filed, any **additional** materials to add to the Appeal should be e-filed under **Correspondence**.

3. **Notice of Appearance**: Either party can e-file a Notice of Appearance if there is a new counsel representing one side or a different counsel.

   - This document is only e-filed with the Office of Appeals after a decision has been made by the Region.
   - This document can be e-filed **before** an Appeal is e-filed.

4. **Correspondence**: Parties will **select** Correspondence when adding documents or supplementing the Appeal or Extension of Time.

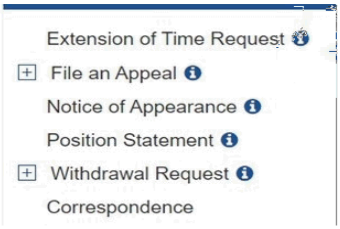
   - Correspondence is used to e-file documents **after** an **Extension of Time, Appeal** or **Notice of Appearance** has been e-filed.

5. **Position Statement**: The Charging Party or Charged Party may e-file a Position Statement.

   - The Charging Party will e-file this document as a supplement of the Appeal.
   - The Charged Party will specifically file one to support the Region's decision.
   - This document should be e-filed **after** an **Extension of Time, Appeal** or **Notice of Appearance** has been e-filed.

6. **Withdrawal Request**: If the Charging Party decides to no longer pursue their appeal, he/she can e-file a Withdrawal Request to the Office of Appeals.

   - This document should be e-Filed **after** an **Extension of Time, Appeal** or **Notice of Appearance** has been e-filed.



7. The selections of **Evidence** or **Other** should no longer be used.

Atlantic Area Parcel Grievance Committee
Local 623 vs UPS
Case: (b) (6), (b) (7)(C)
Grievant: (b) (6), (b) (7)(C)

To the committee :

(b) (6), (b) (7)(C) is a (b) (6), (b) (7)(C) out of Mount Airy center in the Oregon Avenue facility. (b) (6), (b) (7)(C) has a (b) (6), (b) (7)(C) seniority date of (b) (6), (b) (7)(C) and a (b) (6), (b) (7)(C) seniority date of (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) was unjustly discharged on (b) (6), (b) (7)(C) 2021, and immediately removed from payroll. (b) (6), (b) (7)(C) was discharged for dishonesty, (b) (6), (b) (7)(C) (b) (6), (b) (7)(C). We are here before you today to say that (b) (6), (b) (7)(C) was not dishonest and (b) (6), did not (b) (6), (b) (7)(C) on (b) (6), (b) (7)(C) 2020. In fact, the Local Union will show the panel today that there is no possible way that this (b) (6), (b) (7)(C) even could've happened.

UNION EXHIBIT 1 - Discharge Letter

The Local Union filed a proper and timely grievance on (b) (6), (b) (7)(C) 2021.

UNION EXHIBIT 2 - Copy of Grievance #(b) (6), (b) (7)(C)

UNION EXHIBIT 3 - COPY OF ARTICLE 51 LOCAL 623 SUPPLEMENTAL AGREEMENT

(b) (6), (b) (7)(C) can best explain this incident and has provided a statement on (b) (6), behalf.

UNION EXHIBIT 4 - Copy of (b) (6), (b) (7)(C) Statement

On the day of the alleged (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) had (b) (6), (b) (7)(C) with (b) (6), the whole day. (b) (6), (b) (7)(C) name was (b) (6), (b) (7)(C) and (b) (6), is still currently employed with Ups as a (b) (6), (b) (7)(C) at the Oregon Ave facility. (b) (6), (b) (7)(C) was sitting in the (b) (6), (b) (7)(C) at the time of the alleged (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) would be able to confirm or deny any contact with any vehicles. (b) (6), (b) (6), (b) (7)(C) has provided a statement in support of (b) (6), (b) (7)(C) denial of any (b) (6), (b) (7)(C) occurring on (b) (6), (b) (7)(C),2020.

UNION EXHIBIT 5 - Copy of (b) (6), (b) (7)(C) Statement

The street where this alleged (b) (6), (b) (7)(C) occurred is a one-way street in the city of Philadelphia. The alleged (b) (6), (b) (7)(C) (b) (6), (b) (7)(C). The (b) (6), (b) (7)(C). It is the Union's belief that it would be impossible for (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) [redacted] The answer is simple, it did not happen. In fact, the company did zero investigation on this incident at all. No (b) (6), (b) (7)(C) was brought out to the scene to compare the damage heights of the vehicles. In fact, no measurements were taken at all. It is the Local Union's belief that if a proper investigation was done by the Company, [redacted] would have been exonerated from the beginning.

UNION EXHIBIT 6A- 6H - Pictures of UPS P800 package car with a tape measure
UNION EXHIBIT 7a-7h - Pictures of alleged damage on the vehicle with a tape measure
UNION EXHIBIT 8 - Picture of (b) (6), (b) (7)(C) **.**

The company did not do a proper investigation of this alleged (b) (6), (b) (7)(C) The (b) (6), (b) (7)(C) was never brought out to the vehicle that was damaged to see if any of the scratches or dents lined up. I am no (b) (6), (b) (7)(C) investigator by any means, but even I can see that there is no possible way that [redacted] (b) (6), (b) (7)(C) hit that (b) (6), (b) (7)(C). The company never spoke to (b) (6), (b) (7)(C) [redacted] who was also on the package car that night. (b) (6), (b) (7)(C) gave [redacted] information to the customer immediately and the customer even told (b) (6), (b) (7)(C) that [redacted] did not do that damage. A couple of days later the customer sees UPS as a dollar sign and contacts (b) (6), (b) (7)(C) about following through with reporting the (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) was trying to diffuse the situation with the customer and was in contact with them from the beginning. At no time was the grievant (b) (6), (b) (7)(C) with the company and at no time did (b) (6), (b) (7)(C) [redacted] We are here today asking this panel to put (b) (6), (b) (7)(C) back to work immediately and made whole in every way.

[redacted]

Point of Order
AAPGC case (b) (6), (b) (7)(C)
Discharge of (b) (6), (b) (7)(C)

The Local Union would like to call a point of order on the discharge case (b) (6), (b) (7)(C)
The point of order is on the timeliness of the discharge. The company was made aware of the alleged (b) (6), (b) (7)(C) on (b) (6), (b) (7)(C) 2020, and discussed the incident with the grievant on (b) (6), (b) (7)(C) 2020. The alleged incident happened on (b) (6), (b) (7)(C) 2020 and the grievant was discharged on (b) (6), (b) (7)(C) 2021. The grievant was brought in the office on (b) (6), (b) (7)(C)2020 with Mt Airy (b) (6), (b) (7)(C) and asked about the alleged (b) (6), (b) (7)(C) and the grievant denied having an (b) (6), (b) (7)(C) at that time. At this time the company is on the clock to do its proper investigation. In Article 18 Section 3 of the Master CBA, the Company has 20 days to investigate an (b) (6), (b) (7)(C) and 10 days to issue discipline.

UNION EXHIBIT 1 - Article 18 - National Master Agreement

The Company will tell you (b) (6), was discharged for an act of dishonesty. The Union is pointing out that the discharge letter reads dishonesty, particularly not reporting (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) was not dishonest in any of (b) (6), statements with management. (b) (6), (b) (7)(C) denied (b) (6), (b) (7)(C) on (b) (6), (b) (7)(C) 2020, and is just as adamant today.

UNION EXHIBIT 2 - Discharge Letter

The company started its investigation of this alleged (b) (6), (b) (7)(C) on (b) (6), (b) (7)(C)/2020. This is backed by the company's own statement from (b) (6), (b) (7)(C) UPS (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)

UNION EXHIBIT 3 - Statement of (b) (6), (b) (7)(C) UPS (b) (6), (b) (7)(C)

The Company first addressed this alleged (b) (6), (b) (7)(C) with (b) (6), (b) (7)(C) on (b) (6), (b) (7)(C) 2020. This is backed by the statement of (b) (6), (b) (7)(C)

UNION EXHIBIT 4 - Statement of Mt Airy (b) (6), (b) (7)(C)

The Company has twenty days to investigate an (b) (6), (b) (7)(C) and ten days to issue discipline. As per the company's own statement, the investigation started on (b) (6), (b) (7)(C) 2020. If the company started the investigation on (b) (6), (b) (7)(C) and

then subsequently discharged (b) (6), (b) (7)(C) on (b) (6), (b) (7)(C), 2021 then the company did not issue the discipline within the 30-day time limit.

UNION EXHIBIT 5 - Monthly (b) (6), (b) (7)(C) 2020 and (b) (6), (b) (7)(C) 2021 Calendars

To the committee, Article 18 is clear on the timeliness of a proper (b) (6), (b) (7)(C) investigation and by the Union's exhibits, we are asking this panel to put (b) (6), (b) (7)(C) back to work immediately and made whole in every way.

Respectfully submitted,

(b) (6), (b) (7)(C)

United Parcel Service
15 Oregon Avenue
Philadelphia, PA 19148

(b) (6), (b) (7)(C) 2021

(b) (6), (b) (7)(C)

Cert.# (b) (6), (b) (7)(C)
Employee # (b) (6), (b) (7)(C)

Dear (b) (6), (b) (7)(C)

On (b) (6), (b) (7)(C) 2021, a meeting was held with you. Union (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) and Mt Airy (b) (6), (b) (7)(C). Discussed was your act of dishonesty, particularly not (b) (6), (b) (7)(C)

You have committed in the past that you would follow proper company methods, procedures and instructions: yet you continue to fail to follow your supervisor's instructions, specifically reporting (b) (6), (b) (7)(C) immediately. As a result of your actions you have been discharged.

This is an Official Discharge Notice as outlined in the current labor agreement between UPS and I.B.T., Local 623.

Sincerely,
UPS, Inc.

(b) (6), (b) (7)(C)

Local# 0623
Cert.# (b) (6), (b) (7)(C)
(b) (6), (b) (7)(C)
Center File

UNION EXHIBIT #1

(b) (6), (b) (7)(C) (b) (6), (b) (7)(C) /2020 (b) (6), (b) (7)(C) timeline

(b) (6), (b) (7)(C) /2020

- (b) (6), (b) (7)(C) by Liberty Mutual and began investigation

-I left a message on the phone number listed as our (b) (6), (b) (7)(C) that was given to us by the claimant with no response.

-I reached out for IE for delivery records for (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) /2020

– I received a list of deliveries near the address in question.

-An email was sent to (b) (6), (b) (7)(C) detailing all the information relating to the alleged (b) (6), (b) (7)(C) .

- I spoke to (b) (6), (b) (7)(C) about this incident and (b) (6), (b) confirmed the phone number that I called the previous day is the one (b) (6), (b) has listed for (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) /2020

-After some discussion with (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) was not entered yet as there was a question with the package car number listed on the report from Liberty Mutual and the package car number in the delivery records.

-I reached out for Liberty Mutual to clarify the package car number with the claimant.

(b) (6), (b) (7) /2021

-I received an email from the claim specialist at Liberty Mutual with information from the claimant showing a text message from (b) (6), (b) (7)(C) to the claimant and a picture of the insurance card from the package car involved in the incident. The package car number written on the insurance card matched the package car number that (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) on the day of the incident.

(b) (6), (b) (7) /2021

-Now that all information lined up a claim was entered into GSHRMIS.

(b) (6), (b) (7)(C)

UPS (b) (6), (b) (7)(C)

East Region, Chesapeake District

UNION EXHIBIT #7

GRIEVANCE FORM

№ (b) (6), (b) (7)(C)

TEAMSTERS LOCAL UNION NO. 623
4369 RICHMOND STREET
PHILADELPHIA, PA 19137
TEL. #215-289-0580 FAX: #215-289-0645

PLEASE PRINT

GRIEVANT (b) (6), (b) (7)(C) EMPLOYER UPS

HOME ADD. (b) (6), (b) (7)(C) SENIORITY DATE (b) (6), (b) (7)(C)

CITY (b) (6), (b) (7)(C) CLASSIFICATION (b) (6), (b) (7)(C)

ZIP (b) (6), (b) (7)(C) HOME PH.# WORK AREA (b)

CONTRACT VIOLATION

DATE OF VIOLATION (b) (6), (b) (7)(C) 2026 ARTICLE No. 51 SECTION ALL THAT A

This grievance is filed under the above article(s) and all applicable articles

DATE GRIEVANCE SUBMITTED (b) (6), (b) (7)(C) 2026 SUBMITTED TO (SUPV./MGR.) (b) (6), (b) (7)(C)

NATURE OF GRIEVANCE:

UNJUST TERMINATION

ADJUSTMENT REQUESTED: REINSTATE EMPLOYEE TO FULL STATUS WITH ALL SENIORITY AND BENIFITS PAY BACK PAY

GRIEVANT (b) (6), (b) (7)(C) STEWARD (b) (6), (b) (7)(C)

CENTER LEVEL HEARING DATE DISCUSSED WITH

GRIEVANCE WAS SETTLED WITH UNION STEWARD: YES ____ NO ____

(Include all additional information on stewards investigation fact sheet when grievance is submitted to local union.)

GRIEVANCE SETTLEMENT:

UNION EXHIBIT #2

GRIEVANT UNION REP. COMPANY DATE

WHITE - COMPANY COPY YELLOW - UNION COPY PINK - STEWARD COPY GOLDENROD - GRIEVANT COPY

On (b) (6), (b) (7)(C) I was completing a delivery in the afternoon on the (b) (6), (b) (7)(C) along with (b) (6), (b) (7)(C) I was approaching the end of the street when a resident of the street grabbed the attention of (b) (6), (b) (7)(C) brought it to my attention that the resident was stopping us to question about a parked vehicle. The parked vehicle was a (b) (6), (b) (7)(C) parked on the right side of the (b) (6), (b) (7)(C) where (b) (6), (b) (7)(C) was seated. I immediately parked the vehicle and turned on my hazard lights before addressing the concern of the resident. (b) (6), (b) (7)(C) standing outside of my truck had asked me if I had (b) (6), (b) (7)(C) (b) (6), (b) (7)(C). I asked where (b) (6), (b) (7)(C) lived and proceeded to knock on the door of (b) (6), (b) (7)(C). Upon contact with the customer I asked the owner to observe (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) the day of the delivery. During our conversation (b) (6), (b) (7)(C) clearly stated that (b) (6), (b) (7)(C) were already on (b) (6), (b) (7)(C) and also stated don't worry about it that's not you. I assured the customer that if there is (b) (6), (b) (7)(C) that you are claiming that I will immediately report (b) (6), (b) (7)(C) to my (b) (6), (b) (7)(C). Upon confirmation that there (b) (6), (b) (7)(C) I left the customer my name, a copy of the vehicle insurance, my license and personal phone number. I specifically left my phone number in case any video footage were to surface of (b) (6), (b) (7)(C) (b) (6), (b) (7)(C). I repeatedly told the customer that I did not (b) (6), (b) (7)(C) and (b) (6), (b) agreed with me. I then continued about my day. At no point did I (b) (6), (b) (7)(C) and this was confirmed by the customer and (b) (6), (b) (7)(C). I wish that I could go back in time and correct this situation properly but at no point was I dishonest with the company.

Respectfully Submitted
(b) (6), (b) (7)(C)
(b) (6), (b) (7)(C)

COMMONWEALTH OF PENNSYLVANIA - NOTARY SEAL
Clarence Edward Bagby, Notary Public
Philadelphia County
My Commission Expires 10/29/2024
Commission Number 1386069

Clarence Edward Bagby
(b) (6), (b) (7)(C) 21

UNION EXHIBIT #4

To: File

From: (b) (6), (b) (7)(C)

Date: (b) (6), (b) (7)/21

Regarding: (b) (6), (b) (7)(C) Unreported (b) (6), (b) (7)(C)

On (b) (6), (b) (7)(C) 2020 (b) (6), (b) (7)(C) called me around 5:00 p.m. to inform me of (b) (6), (b) (7)(C) that had been reported and called in to Liberty Mutual. The day of the incident was (b) (6), (b) (7)(C) 2020. (b) (6), informed me that the address of the (b) (6), (b) (7)(C) was in my area and involved one of (b) (6), (b) (7)(C) that went unreported. (b) (6), and myself, discussed that (b) (6) had the address where the incident occurred and also a phone number that (b) (6), (b) (7)(C) provided the customer.

While talking to (b) (6), (b) (7)(C) I went through the contact list in my phone to see if I had the phone number that (b) (6), (b) (7)(C) provided. After doing that, I discovered (b) (6), (b) (7)(C) in question was (b) (6), (b) (7)(C). As the conversation ended (b) (6), told me (b) (6) would forward me the email detailing the incident.

The next day, (b) (6), (b) (7)(C) 2020, I asked to speak (b) (6), (b) (7)(C) in my office and asked (b) (6), did (b) (6) have an (b) (6), (b) (7)(C) on (b) (6), at (b) (6), (b) (7)(C) .? (b) (6), (b) (7)(C) replied to me that (b) (6) was not involved in any (b) (6), (b) (7)(C) and didn't know of any damage to any vehicles. I took (b) (6), at (b) (6), word and wasn't sure what to think at this point.

The next day, (b) (6), (b) (7)(C) 2020, I spoke to (b) (6), (b) (7)(C) again with shop steward (b) (6), (b) (7)(C) and again (b) (6), (b) (7)(C) denied (b) (6), (b) (7)(C) or doing damage to any vehicles. I then informed (b) (6), (b) (7)(C) that I needed to investigate this claim. I had my supervisor (b) (6), (b) (7)(C) pull the telematics at this location and (b) (6), (b) (7)(C) was on the (b) (6), (b) (7)(C) at the time of the incident. At this time, I still took (b) (6), (b) (7)(C) at (b) (6), word.

On (b) (6), (b) (7)(C) 2021, I received another email from (b) (6), (b) (7)(C) which showed text messages between (b) (6), (b) (7)(C) and the customer. These text messages showed that (b) (6), (b) (7)(C) was being dishonest with me and the customer about this incident from the start. (b) (6), provided the customer with the insurance card, an (b) (6), (b) (7)(C), and also offered to pay for (b) (6), (b) (7)(C) out of (b) (6) own pocket.

On (b) (6), (b) (7)/2021, a meeting was held where I discharged (b) (6), (b) (7)(C) for (b) (6), (b) (7)(C) for (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

Mt. Airy (b) (6), (b) (7)(C)

Subscribed & sworn to before me
this (b) (6), (b) (7)(C), 2021
Notary: [signature]
Commission Ends: 7/3/22

Commonwealth of Pennsylvania - Notary Seal
Benjamin J. Gusch, Notary Public
Philadelphia County
My commission expires July 3, 2022
Commission number 1336734
Member, Pennsylvania Association of Notaries

UNION EXHIBIT #4

(b) (6), (b) (7)(C) - 21

To whom it may Concern my name is (b) (6), (b) (7)(C) I am a (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) 2020, I was signed as a (b) (6), (b) (7)(C) for (b) (6), (b) (7)(C) At the mountain airy (b) (6), (b) (7)(C) center. During our day, we were delivering (b) (6), (b) (7)(C) As we finished our delivery on that street. (b) (6), (b) (7)(C) got my attention. I told (b) (6), (b) (7)(C) the (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) wanted to talk to (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) got out of the vehicle and talked to (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) believed we stocked the vehicle. (b) (6), (b) (7)(C) Time (b) (6), (b) (7)(C) do I believe, we (b) (6), (b) (7)(C) We checked the (b) (6), (b) (7)(C) and only found old Scratch As my firm believe, the Ups Car, we were driving never stock a car on a street. (b) (6), (b) (7)(C)

COMMONWEALTH OF PENNSYLVANIA - NOTARY SEAL
Clarence Edward Bagby, Notary Public
Philadelphia County
My Commission Expires 10/29/2024
Commission Number 1386069

Clarence Edward Bagby
9/8/21

UNION EXHIBIT #5

(b) (6), (b) (7)(C)

UNION EXHIBIT #5

(b) (6), (b) (7)(C)

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UNION EXHIBIT #5

TEAMSTERS LOCAL UNION NO. 623

UNITED PARCEL SERVICE AND TRUCK DRIVERS

4369 RICHMOND STREET • PHILADELPHIA, PA 19137 • (215) 289-0580 • FAX: (215) 533-1219

Affiliated with International Brotherhood of Teamsters and Teamsters Joint Council No. 53

[redacted], 2021

[redacted]

[redacted]

Dear [redacted]:

This is to advise you that your grievance has been filed with the Atlantic Area Parcel Grievance Committee, which meets o [redacted], 2021 at the Westin Virginia Beach Town Center, 4535 Commerce Street, Virginia Beach, VA 23463 (800) 937-8461.

Grievance Filed: Discharge of [redacted]

If you desire to be present at this meeting, please make the necessary arrangements so that you will be able to attend. Travel and lodging accommodations are the sole responsibility of the member.

If you are going to attend, please notify the Local Union at least five (5) days prior to the date of the meeting.

Fraternally,

[redacted]

[redacted]

Certified & 1st Class Mail

[redacted]

SECTION 9 - EXTRA ASSIGNMENTS

Preference shall be given to employees in the order of their seniority to extra work available after the completion of their day's work, provided that such employees are available at such times as the work is assigned and are qualified to perform the work required. In no event may employees displace other employees who have not completed their assignment.

ARTICLE 51 - DISCHARGE OR SUSPENSION

The Employer shall not discharge nor suspend any employee without just cause until the case has been discussed with the Business Agent in person, where practical, except where the provisions of this Article provide for discharge, but in respect to suspension or discharge shall give at least one warning notice of the complaint against such employee to the employee, in writing, and a copy of the same to the Union and Job Steward affected.

The warning notice as herein provided shall not remain in effect for a period of more than nine (9) months from date of said warning notice.

No warning notice need be given to an employee before he is discharged if the cause of such discharge is:

Calling an unauthorized strike or walkout,

Drunkenness, drinking during working hours, (including lunchtime),

Being under the influence of liquor or drugs during working hours,

Illegal possession of drugs,

Proven theft or dishonesty,

A rollaway accident that is a serious accident as defined in Article 18 Section 3,

UNION EXHIBIT #7

Region 07 District 33

Employee Social Security # (b) (6), (b) (7)(C)

HONESTY IN EMPLOYMENT

As an employee of United Parcel Service, it is essential that you thoroughly understand how highly we regard honesty from all employees, so much so, that honesty is a company policy.

THE UPS POLICY BOOK STATES:

"We Insist Upon Integrity in Our People. We understand that integrity is fundamental to how we run our business and essential to maintain compliance with our policies and legal requirements. Operating with integrity means we provide an atmosphere in which our people can perform their jobs in an ethical manner. We present our company honestly to employees and, in turn, expect them to be honest with us."

"We expect honesty from our people in all their duties, including their handling of money, merchandise, and property with which they are entrusted. We insist on integrity in the preparation and approval of all reports."

"We all expect our people to be honest in their assessment of themselves, such as the time and commitment they give to their job performance, the fairness they seek in their dealings with others, or the objectivity they use in evaluating their own contributions."

"The great majority of our people are of high moral character. However, when we do discover a dishonest person in our organization, we deal with that individual quickly and firmly. For our company to be known for its integrity, each of us must meet high standards."

CONSEQUENCES OF DISHONESTY

DISHONESTY WILL result in immediate dismissal and possible criminal prosecution.

Since many of the packages you will handle move between states, theft of these shipments is a felony violation investigated by the FBI and other law enforcement agencies. If convicted, the maximum penalty for thefts involving interstate commerce is 10 year imprisonment and/or a fine of $5,000.00.

In addition to theft, there are other types of dishonesty such as: tampering, or the misuse or theft of intellectual properties, privileged information, overgoods, or monies handled by our employee's. (Note: Any and all money you receive each day, must be properly accounted for and turned in at end of your work shift that same day.)

EFFECTS OF A FELONY

A felony is a class of crime more severe than a misdemeanor, and is punishable by imprisonment, a fine, or both. A felony conviction results in a permanent mark on a person's record which may never be removed. This record may cause an individual to suffer severe consequences, and may also cause them to be disadvantaged in other subsequent life pursuits.

OTHER INFORMATION

WE EXPECT all employees to report acts of dishonesty. In an effort to prevent thefts, we have instituted a reward of up to $5,000.00, payable to UPS employees, for information leading to the arrest and conviction of any employee who has stolen merchandise or other valuables from our company.

I have read the above information and I understand the UPS policy that reflects their high regard for honesty. I understand my obligations to maintain personal honesty and prevent the dishonesty of others.

(b) (6), (b) (7)(C)

Employee's Signature *(e-sign)*

(b) (6), (b) (7)(C)

Date

COMPANY EXHIBIT

18

016XXXX 10/01 W

(b) (6), (b) (7)(C) 2020

(b) (6), (b) (7)(C)

Cert.# (b) (6), (b) (7)(C)
Employee # (b) (6), (b) (7)(C)

Dear (b) (6), (b) (7)(C)

On (b) (6), (b) (7)(C) 2020, a meeting was held in the Mt. Airy Center. Present were: you, Union (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) Discussed was your failure to follow proper methods, procedures and instructions.

You have committed in the past that you would follow proper company methods, procedures and instructions; yet you continue to fail to follow your supervisor's instructions. As a result of your actions, you have given UPS just cause to discharge you from our employ.

This is an Official Discharge Notice as outlined in the current labor agreement between UPS and I.B.T. Local 623.

Sincerely,
UPS, Inc.

(b) (6), (b) (7)(C)

COMPANY EXHIBIT

17D

Local# 0623
Cer (b) (6), (b) (7)(C)
(b) (6), (b) (7)(C)

Center File

(b) (6), (b) (7)(C) 2020

(b) (6), (b) (7)(C)

Cert.# (b) (6), (b) (7)(C)
Employee # (b) (6), (b) (7)(C)

Dea (b) (6), (b) (7)(C)

On (b) (6), (b) (7)(C) 2020, a meeting was held in the Mt. Airy Center. Present were: you, Union (b) (6), (b) (7)(C) Discussed was your recent discharge.

Recently, you were discharged from UPS. As a result of your commitment to follow all proper methods, procedures and instructions your discharge was reduced to a (b) (6), (b) (7)(C) suspension. If, in the future, should you again fail to follow proper company methods, procedures and instructions, further disciplinary action will be taken up to and including discharge.

This is an Official Discharge Reduced/Suspension Notice as outlined in the current labor agreement between UPS and I.B.T. Local 623.

Sincerely,
UPS, Inc.

(b) (6), (b) (7)(C)

Local# 0623
Cert (b) (6), (b) (7)(C) 3
(b) (6), (b) (7)(C)
Center File

COMPANY EXHIBIT

17C

(b) (6), (b) (7)(C), 2020

(b) (6), (b) (7)(C)

Cert.# (b) (6), (b) (7)(C)
Employee # (b) (6), (b) (7)(C)

Dear (b) (6), (b) (7)(C)

On (b) (6), (b) (7)(C), 2020 a meeting was held in the Mount Airy Center. Discussed was your unacceptable attendance record. Present were: you (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)

Recently, you were issued (b) (6), (b) (7)(C) suspension for your unacceptable attendance. At this meeting, you once again gave your commitment to correct this problem, yet your attendance remains unacceptable.

As a result of your continued unacceptable attendance, you have given UPS just cause to discharge you from our employ.

This is an Official Notice of Discharge as outlined in the current labor agreement between UPS and I.B.T. Local 623.

Sincerely,
UPS, Inc.

COMPANY EXHIBIT
17B

(b) (6), (b) (7)(C)

cc (b) (6), (b) (7)(C) Local# 0623
Cert. (b) (6), (b) (7)(C)
(b) (6), (b) (7)(C)

Center File

JacksonLewis

Jackson Lewis P.C.
Three Parkway, 1601 Cherry Street
Suite 1350
Philadelphia, Pennsylvania 19102
Tel 267 319-7802
Fax 215 399–2249
www.jacksonlewis.com

ALBANY, NY
ALBUQUERQUE, NM
ATLANTA, GA
AUSTIN, TX
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BIRMINGHAM, AL
BOSTON, MA
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SILICON VALLEY, CA
ST. LOUIS, MO
TAMPA, FL
WASHINGTON DC REGION
WHITE PLAINS, NY

GARY M. TOCCI, ESQ.
DIRECT DIAL: (267) 319-7823
EMAIL: GARY.TOCCI@JACKSONLEWIS.COM

July 6, 2022

VIA E-FILE
David G. Rodriguez, Esq.
Field Attorney
National Labor Relations Board, Region Four
100 Penn Square East, Suite 403
Philadelphia, PA 19107

Re: UPS, Case 04-CA-288633 ((b) (6), (b) (7)(C)

Dear Mr. Rodriguez:

This letter will serve to supplement the Statement of Position (hereinafter "Statement") Respondent filed in this matter on March 2, 2022.[1] Specifically, Respondent is supplementing the Statement in response to your e-mail inquiry of May 17, 2022, in which you requested back-up documentation relative to the discharges of comparator employees listed in the chart attached as Exhibit M to the Statement (the "Chart"), most notably the underlying discharge letters.

Attached hereto is that supporting documentation and information. Attached as Exhibit A are three letters addressed to former employees (b) (6), (b) (7)(C), all of whom, like Charting Party, were discharged for abandoning their jobs. Those former employees are not listed on the Chart, as their cases never proceeded to the AAPGC joint panel (hereinafter "Panel"). Instead, those employees never challenged their discharges via the grievance mechanism.

Attached hereto as Exhibit B are discharge letters on several former employees whose cases did proceed to the Panel, who do appear on the Chart, and whose discharges were upheld:

- (b) (6), (b) (7
-
-
- (originally reinstated by the Panel, but then discharged again in 2017)
- (includes additional back-up documents)

Note that, while all of these cases involve discharges that at least in part involve job abandonment and walking off the job without authorization, (b) (6), (b) (7)(C case is particularly similar to Charging Party's case, where the (b) (6), (b) (7)(C refused to carry out (b) (6), (b) (6), (b) (7)(C assignment.

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[1] Note that all defenses and positions asserted in that Statement are incorporated herein by reference.

Attached as Exhibit C are the discharge letters and the Panel papers relative to two, additional former employees on the Chart whose discharges were upheld at the AAPGC:

- [redacted]
- [redacted]

Again, in addition to the documentation on the cases cited above, where the Panel upheld the discharge, note that in each of the cases brought to the Panel, the Company maintained that the penalty of discharge was appropriate. Accordingly, the fact that the Panel may have reinstated a particular grievant with a time-served or other significant suspension does not weaken the argument that the Company's motivations were the same in those cases as they were in the cases where discharge was upheld. Nonetheless, citing cases where the Panel upheld the discharges for similar, though even less egregious conduct than that in which Charging Party engaged, leaves no question that the Company has justifiably discharged many other employees for similar conduct – former employees about which there is no evidence of union activity being implicated in the case.

I trust that this supplemental letter and attachments provide the information you have requested. Please contact me if you have any questions.

Sincerely,

JACKSON LEWIS P.C.

Gary M. Tocci

EXHIBIT A

14841 Sweitzer Lane
Laurel, MD 20707
301.604.4528 Tel
301.604.4606 Fax

(b) (6), (b) (7)(C) 2018

(b) (6), (b) (7)(C)

Employee #(b) (6), (b) (7)(C)

Dear (b) (6), (b) (7)(C)

On (b) (6), (b) (7)(C) 2018, you failed to follow instructions and walked away from your assigned work area during your shift without fulfilling your job responsibilities, therefore, abandoning your job.

Based on your actions, you have given UPS just cause to discharge you under article 50 and 48 of the current labor agreement for job abandonment and voluntary quitting your job.

This is an official notice between UPS and IBT, Local 355.

Sincerely,
UPS, Inc.

(b) (6), (b) (7)(C)

Local# 0355
(b) (6), (b) (7)(C)
RE: Discharge
(b) (6), (b) (7)(C)
Union # (b) (6), (b) (7)(C)
RES# (b) (6), (b) (7)(C)
Center File

14841 Sweitzer Lane
Laurel, MD 20707

(b) (6), (b) (7)(C) 2017

(b) (6), (b) (7)(C)

Employee # (b) (6), (b) (7)(C)

Dear (b) (6), (b) (7)(C)

On (b) (6), (b) (7)(C) 2017, you walked away from your assigned work without fulfilling your job responsibilities and knowingly knew the consequences of abandoning your job.

Based on your actions, you have given UPS just cause to discharge you under article 50 and 48 of the current labor agreement for job abandonment.

This is an official notice between UPS and I.B.T., Local 355

Sincerely,
UPS, Inc.
(b) (6), (b) (7)(C)

Local# 0355
(b) (6), (b) (7)(C)
RE: Discharge
(b) (6), (b) (7)(C)
Union # (b) (6), (b) (7)(C)
RES# (b) (6), (b) (7)(C)
Center File

14841 Sweitzer Lane
Laurel, MD 20707
301.604.4528 Tel
301.604.4606 Fax

(b) (6), (b) (7)(C) 2018

(b) (6), (b) (7)(C)

Employee # (b) (6), (b) (7)(C)

Dear (b) (6), (b) (7)(C)

On (b) (6), (b) (7)(C) 2018, you failed to follow instructions and walked away from your assigned work area during your shift without fulfilling your job responsibilities, therefore, abandoning your job.

Based on your actions, you have given UPS just cause to discharge you under article 50 and 48 of the current labor agreement for job abandonment and voluntary quitting your job.

This is an official notice between UPS and IBT, Local 355.

Sincerely,
UPS, Inc.
(b) (6), (b) (7)(C)

Local# 0355
(b) (6), (b) (7)(C)
RE: Discharge
(b) (6), (b) (7)(C)
Union # (b) (6), (b) (7)(C)
RES3 (b) (6), (b) (7)(C)
Center File

EXHIBIT B

(b) (6), (b) (7)(C) 2021

(b) (6), (b) (7)(C)

Employee # (b) (6), (b) (7)(C)

Dear (b) (6), (b) (7)(C)

On (b) (6), (b) (7)(C) 2021, a meeting was held with you, Union (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C), concerning the below disciplinary action.

On (b) (6), (b) (7)(C) 2021, you were grossly insubordinate and failed to complete you job assignment, thus abandoning your job. You failed to follow a direct instruction from a supervisor and walked off the job.

Based on your actions, you have given you have given UPS just cause to discharge under Articles 48 and 50 of the current labor agreement for your gross insubordination, job abandonment and your overall unacceptable work record.

This is an official discharge notice between UPS and IBT, Local 355.

Sincerely,
UPS, Inc.

(b) (6), (b) (7)(C)

Local# 0355
(b) (6), (b) (7)(C)
RE: Discharge
(b) (6), (b) (7)(C)
Union# (b) (6), (b) (7)(C)
RES# (b) (6), (b) (7)(C)
Center File

(b) (6), (b) (7)(C) 2020

(b) (6), (b) (7)(C)

Employee #(b) (6), (b) (7)(C)

Dear (b) (6), (b) (7

On (b) (6), (b) (7)(C) 2020, a meeting was held with you, Union (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) concerning the below disciplinary action.

On (b) (6), (b) (7)(C) 2020, you walked off and abandoned your job when there was work available and you were told the consequences if you did.

Based on your actions, you have given UPS just cause to discharge you under article 50 of the current labor agreement for your job abandonment.

This is an official notice between UPS and I.B.T., Local #355.

Sincerely,
UPS, Inc.

(b) (6), (b) (7)(C)

Local# 0355
(b) (6), (b) (7)(C)
RE: Discharge
(b) (6), (b) (7)(C)
Union # (b) (6), (b) (7)(C)
RES# (b) (6), (b) (7)(C)
Center File

(b) (6), (b) (7)(C) 2019

(b) (6), (b) (7)(C)

Employee # (b) (6), (b) (7)(C)

Dear (b) (6), (b) (7)(C),

On (b) (6), (b) (7)(C) 2019 a meeting was held with you, Union (b) (6), (b) (7)(C), (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C), concerning the below disciplinary action.

On (b) (6), (b) (7)(C) 2019, you walked off the job without notifying a supervisor or manager.

Based on your actions, you have given UPS just cause to discharge you for job abandonment under Articles 48 and 50 of the current labor agreement.

This is an official notice between UPS and IBT Local 639.

Sincerely,
UPS, Inc.

(b) (6), (b) (7)(C)

Local# 0355
(b) (6), (b) (7)(C)
RE: Discharge
(b) (6), (b) (7)(C)
Union # (b) (6), (b) (7)(C)
RES# (b) (6), (b) (7)(C)
Center File

(b) (6), (b) (7)(C) 2014

(b) (6), (b) (7)(C)

Cert.# (b) (6), (b) (7)(C)
Employee # (b) (6), (b) (7)(C)

Dear (b) (6), (b) (7)(C),

On (b) (6), (b) (7)(C) 2014, a meeting was held in the Philadelphia Air Twilight Hub. Discussed was your failure to follow instructions and job abandonment on (b) (6), (b) (7)(C) 2014. Present were: you, Union (b) (6), (b) (7)(C).

You have been spoken to in the past about your failure to follow company instructions, policies and procedures, yet, you again have failed to do so. In this meeting you gave your understanding that you are required to check with management for permission to leave work. On (b) (6), (b) (7)(C)(b) (6), (b) (7)(C) 2014, you walked off the job before the work was completed, failed to notify your supervisor, and abandoned your job.

As a result of your failure to follow company instructions, policies and procedures, and your job abandonment, you have left UPS no recourse but to discharge you from our employ.

This is an Official Discharge Notice as outlined in the current labor agreement between United Parcel Service and I.B.T. Local 623.

Sincerely,
UPS, Inc.

(b) (6), (b) (7)(C)

Local# 0623
Cert.# (b) (6), (b) (7)(C)
(b) (6), (b) (7)(C)
Center File

(b) (6), (b) (7)(C) 2017

(b) (6), (b) (7)(C)

Cert.# (b) (6), (b) (7)(C)
Employee # (b) (6), (b) (7)(C)

Dear (b) (6), (b) (7)(C)

On (b) (6), (b) (7)(C), 2017, a meeting was held in the Philadelphia Air Twilight Hub. Present were: you, Union (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C). Discussed was your walking off the job.

UPS considers this job abandonment. Based on your actions, you have given United Parcel Service just cause to discharge you from our employ.

This is an Official Notice of Termination as outlined in the current labor agreement between United Parcel Service and I.B.T. Local 623.

Sincerely,
UPS, Inc.

(b) (6), (b) (7)(C)

Local# 0623
Cert.# (b) (6), (b) (7)(C)
(b) (6), (b) (7)(C)
Center File

UPS

9601 Coach Road
North Chesterfield, VA 23237

(b) (6), (b) /2020

(b) (6), (b) (7)(C)

IN RE: DISCHARGE NOTICE
PT RICHMOND WEST BID AIR

Dear (b) (6), (b) (7)(C)

On (b) (6), (b) (7)(C) 2020, a meeting was held in the Richmond building. Present were you, Union (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) via telephone, (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C).

Discussed at this meeting was your gross insubordination towards management and job abandonment and/or voluntary quiton (b) (6), (b) (7)(C) 2020. UPS has a zero tolerance of this type of behavior. As a result of your actions, you have given UPS just cause to discharge you from our employ, effective immediately.

This is an official notice between United Parcel Service and I.B.T., Local # 322.

Sincerely,

UNITED PARCEL SERVICE
(b) (6), (b) (7)(C)

cc: (b) (6), (b) (7)(C)
Local # 322

CERTIFIED MAIL

EXHIBIT 1

To: Labor / (b) (6), (b) (7)(C)

Reff: (b) (6), (b) (7)(C)

Date: [redacted]/20

From: (b) (6), (b) (7)(C)

Today I received a grievance from [redacted] stating that [redacted] is a (b) (6), (b) (7)(C) and does not want to (b) (6), (b) (7)(C) or do anything but [redacted] on Saturdays. I informed [redacted] of the grievance and I also told [redacted] [redacted] after it was put on my desk signed off by (b) (6), (b) (7)(C) that al (b) (6), (b) (7)(C) are being forced to work not just [redacted] [redacted] is also the (b) (6), (b) (7)(C) in the center. [redacted] thinks [redacted] should only work Monday through Friday certain hours and not work as instructed.

I sent a message out to (b) (6), (b) (7)(C) to make sure they see me when they get in like I do every day so they can (b) (6), (b) (7)(C) and or [redacted] and they all get top [redacted] pay for all hours worked. This has been going on since COVID19 started and we have been beyond capacity and capability to get all work completed without the [redacted]. All have signed an acknowledgement that confirmed that they knew they needed to work all Mondays in the month of June. [redacted] did come to me Friday saying [redacted] did not want to work the extra hours and I told [redacted] the same thing [redacted] was told today, [redacted] has to work as instructed.

So I waited until [redacted] returned like I do with all the [redacted] every day to tell [redacted] what [redacted] needed to take out and [redacted] said no. I asked [redacted] again and explained to [redacted] [redacted] has to work as instructed. [redacted] said no again. [redacted] said [redacted] is not going to do it and I explained to [redacted] that [redacted] either does it or it will be considered job abandonment and [redacted] still said no. I asked [redacted] to take out the [redacted] many times and [redacted] refused. I called [redacted] right away and [redacted] told [redacted] to get a (b) (6), (b) (7)(C) on the phone. I told [redacted] what we were doing and I asked [redacted] to wait in my office until [redacted] called. [redacted] called and I met in my office with (b) (6), (b) (7)(C) via phone. I explained to [redacted] what was going on and [redacted] told [redacted] that [redacted] would suggest that [redacted] not walk off the job and [redacted] should work as instructed and [redacted] still refused. I said you have 2 options, either work as instructed or be terminated for job abandonment. [redacted] said [redacted] was not going to work like [redacted] is being told to do. So I asked [redacted] for [redacted] ID and [redacted] said it was in [redacted] car and that [redacted] would bring it back in which [redacted] never did. [redacted] just left after (b) (6), (b) (7)(C) recommended that [redacted] didn't.

[redacted] is being terminated for gross insubordination and job abandonment.

(b) (6), (b) (7)(C)

[redacted] (b) (6), (b) (7)(C) \20

City/County of Chesterfield
Commonwealth of Virginia
I certify this to be the original document on this
(b) (6), (b) (7)(C) . 2020
Dana Lynne Greer-Fread Notary Public
DANA LYNNE GREER-FREAD
Reg. #7765823 Commission Exp. 2/28/2022

EXHIBIT 2

[redacted]2020

On [redacted] was instructed to [redacted] out packages when [redacted] returned to the building after [redacted] stated that [redacted] will not [redacted] out packages due to [redacted] having another job that [redacted] has to make it to and [redacted] stated that [redacted] has to work as instructed or [redacted] will have to turn in [redacted] badge. [redacted] chose to leave and refused to follow instructions. [redacted] was on the phone to represent [redacted] and advised [redacted] not to leave. Two weeks ago we let every [redacted] know of the changes and they signed a paper stating that they have been informed about working 6 days a week due to staffing and that they all will be expected to [redacted] every day.

[redacted]

City/County of Chesterfield
Commonwealth of Virginia
I certify this to be the original document on this
[redacted], 2020
Dana Lynne Greer-Fread Notary Public
DANALYNNE GREER-FREAD
Reg. #7765823 Commission Exp. 2/28/2022

EXHIBIT 3

(b) (6), (b) (7)(C) **ARE BEING FORCED TO WORK THE NEXT 4 FOLLOWING MONDAYS:**

JUNE 8

JUNE 15

JUNE 22

JUNE 29

(b) (6), (b) (7)(C)

[redacted]

EXHIBIT 4

(b) (6), (b) (7)(C)

Local 322 Grievance Form

3705 Carolina Avenue, Richmond, Virginia 23222
Phone: 804-321-0356 • Fax: 804-321-4074

Grievant: (b) (6), (b) (7)(C) Employee ID: (b) (6), (b) (7)(C)

Address: (b) (6), (b) (7)(C)

City/State/ZIP: Phone Number: (b) (6), (b) (7)(C)

Job Classification: (b) (6), (b) (7)(C) Terminal/Center: West

Employer: UPS Supervisor: (b) (6), (b) (7)(C) Employment Date: (b) (6), (b) (7)(C)

Date of Violation: (b) (6), (b) (7)(C) Date of Grievance: (b) (6), (b) (7)(C) 20

Article(s) in question: 37/17 Section: and all that apply.

Brief Explanation of Grievance:

I am a (b) (6), (b) (7)(C) Monday through Friday my hours are (b) (6), (b) (7)(C) I Don't want to (b) (6), (b) (7)(C) or work anything but (b) (6), (b) (7)(C) Saturday!

Remedy Requested: Monday & Friday (b) (6), (b) (7)(C)

I do hereby acknowledge that Teamsters Local 322 will act on my be (b) (6), (b) (7)(C) ent. They will investigate the matter, gather information and negotiate on my behal evance.

Signatu (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)

Grievan Steward:

Manageme (b) (6), (b) (7)(C) ate: (b) (6), (b) (7)(C) At Time:

Signature: (b) (6), (b) (7)(C) Print Name: (b) (6), (b) (7)(C)

Disposition of Grievance: (check one) ☐ Settled ☐ Denied

Stewards Report:

Grievant: Union Rep.:

Management: Date:

EXHIBIT 5

1st Copy (White)-Local Union 2nd Copy (Yellow)-Company 3rd Copy (Pink)-Steward 4th Copy (Green)-Grievant

UPS Employee Disciplinary History

(b) (6), (b) (7)(C)

RICHMOND WEST

(b) (6), (b) (7)(C) (b) (6), (b) (7)(C)

EMP HIRE DATE: (b) (6), (b) (7)(C)

M

Input Date	Notice Type	# Days	Violation Date	Violation Type	Center Name	Operation
(b) (6), (b)/2020	DISCHARGE NOTICE Discharge	0	(b) (6), (b)/2020	ISG Gross Insubordination	RICHMOND WEST	BID AIR
(b) (6), (b)/2020	WARNING NOTICE Warning	0	(b) (6), (b)/2020	ATT Attendance	RICHMOND WEST	DELIVERY
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
(b) (6)/2018	SUSPENSION NOTICE Suspension	(b) G	(b) (6), (b)/2018	ATT Attendance	RICHMOND WEST	HUB
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
(b) (6), (b)2017	DISCHARGE NOTICE Discharge	0	(b) (6), (b)/2017	NCS No Call/No Show	RICHMOND WEST	HUB

EXHIBIT 6

Home Ctr	Name	Employee ID	PPE Date	TC Date	Tran CD	Pay CD	Start Day	Finish Day	UnPaid Hrs	Work Start	Work Activity	Work Activity Hrs	Work Ctr	Rec Sts	ST Hrs	OT Hrs	DT Hrs	Total Hrs	Pay Rate	Flat Amt	Total Amt	EQ CD	Adj CD	Rel CD	Grievance Number
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	WOR	28	0.00	0.00	0.00	0.00		0.00		A	0.00	0.00	0.00	0.00	$0.000	$0.00	$0.00				
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	WOR	28	0.00	0.00	0.00	0.00		0.00		A	0.00	0.00	0.00	0.00	$0.000	$0.00	$0.00				
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	WOR	28	0.00	0.00	0.00	0.00		0.00		A	0.00	0.00	0.00	0.00	$0.000	$0.00	$0.00				
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	GTS	28	0.00	0.00	0.00	0.00		0.00		A	0.00	0.00	0.00	0.00	$0.000	$0.00	$0.00				
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	GTS	28	0.00	0.00	0.00	0.00		0.00		A	0.00	0.00	0.00	0.00	$0.000	$0.00	$0.00				
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	GTS	28	0.00	0.00	0.00	0.00		0.00		A	0.00	0.00	0.00	0.00	$0.000	$0.00	$0.00				
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	GTS	28	0.00	0.00	0.00	0.00		0.00		A	0.00	0.00	0.00	0.00	$0.000	$0.00	$0.00				
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	GTS	28	0.00	0.00	0.00	0.00		0.00		A	0.00	0.00	0.00	0.00	$0.000	$0.00	$0.00				
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	GTS	28	0.00	0.00	0.00	0.00		0.00		A	0.00	0.00	0.00	0.00	$0.000	$0.00	$0.00				
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	GTS	28	0.00	0.00	0.00	0.00		0.00		A	0.00	0.00	0.00	0.00	$0.000	$0.00	$0.00				
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	GTS	28	0.00	0.00	0.00	0.00		0.00		A	0.00	0.00	0.00	0.00	$0.000	$0.00	$0.00				
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	GTS	28	0.00	0.00	0.00	0.00		0.00		A	0.00	0.00	0.00	0.00	$0.000	$0.00	$0.00				
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	GTS	28	0.00	0.00	0.00	0.00		0.00		A	0.00	0.00	0.00	0.00	$0.000	$0.00	$0.00				
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	GTS	28	0.00	0.00	0.00	0.00		0.00		A	0.00	0.00	0.00	0.00	$0.000	$0.00	$0.00				
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	GTS	28	0.00	0.00	0.00	0.00		0.00		A	0.00	0.00	0.00	0.00	$0.000	$0.00	$0.00				
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	GTS	28	0.00	0.00	0.00	0.00		0.00		A	0.00	0.00	0.00	0.00	$0.000	$0.00	$0.00				
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	GTS	28	0.00	0.00	0.00	0.00		0.00		A	0.00	0.00	0.00	0.00	$0.000	$0.00	$0.00				
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	GTS	28	0.00	0.00	0.00	0.00		0.00		A	0.00	0.00	0.00	0.00	$0.000	$0.00	$0.00				
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	GTS	28	0.00	0.00	0.00	0.00		0.00		A	0.00	0.00	0.00	0.00	$0.000	$0.00	$0.00				
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	GTS	28	0.00	0.00	0.00	0.00		0.00		A	0.00	0.00	0.00	0.00	$0.000	$0.00	$0.00				
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	GTS	28	0.00	0.00	0.00	0.00		0.00		A	0.00	0.00	0.00	0.00	$0.000	$0.00	$0.00				
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	GTS	28	0.00	0.00	0.00	0.00		0.00		A	0.00	0.00	0.00	0.00	$0.000	$0.00	$0.00				
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	GTS	28	0.00	0.00	0.00	0.00		0.00		A	0.00	0.00	0.00	0.00	$0.000	$0.00	$0.00				
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	GTS	28	0.00	0.00	0.00	0.00		0.00		A	0.00	0.00	0.00	0.00	$0.000	$0.00	$0.00				
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	GTS	28	0.00	0.00	0.00	0.00		0.00		A	0.00	0.00	0.00	0.00	$0.000	$0.00	$0.00				
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	GTS	28	0.00	0.00	0.00	0.00		0.00		A	0.00	0.00	0.00	0.00	$0.000	$0.00	$0.00				
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	GTS	28	0.00	0.00	0.00	0.00		0.00		A	0.00	0.00	0.00	0.00	$0.000	$0.00	$0.00				
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	GTS	28	0.00	0.00	0.00	0.00		0.00		A	0.00	0.00	0.00	0.00	$0.000	$0.00	$0.00				

(b) (6), (b) (7)(C)

EXHIBIT 7

EXHIBIT C

Atlantic Area Parcel Grievance Committee

Case # (b) (6), (b) (7)(C)
Grievant (b) (6), (b) (7)(C)
Local 391

Company Statement

(b) (6), (b) (7)(C) was a service provider, with a (b) (6), (b) (7)(C) seniority date of (b) (6), (b) (7)(C) and a (b) (6), (b) (7)(C) seniority date of (b) (6), (b) (7)(C) assigned to the Goldsboro North Carolina facility. The grievant was issued a discharge for failure to follow methods, instructions, procedures, job abandonment, and dishonest actions.

Exhibit 1—Discharge Letter

The events that led up to the discharge occurred on (b) (6), (b) (7)(C) 2020. The center team conducted an on-area safety observation of the grievant. The grievant had received a warning for a previous observation, due to (b) (6), numerous unsafe actions and (b) (6), failure to follow instructions, methods and procedures related to (b) (6), poor safety behaviors. During the local hearing, held on (b) (6), (b) (7)(C) 2020, the grievant admitted that (b) (6), (b) (7)(C) but **"can't recall."** There were several other items the grievant stated that **"don't recall."**

Exhibit 2—Safety Observation (b) (6), (b) (7)(C) 2020
Exhibit 3—Warning Failure to Follow Safety Methods

During the observation, on (b) (6), (b) (7)(C) 2020, the grievant was again committing several of the same safety violations that (b) (6) had been recently issued discipline for. The grievant made a willful and conscious effort to be willfully disobedient in not following simple safety instructions and methods that are only intended to keep UPS drivers and the general public safe. Even though (b) (6) had been recently warned that failure to follow safety instructions, methods and procedures could result in discharge, the grievant again failed to comply in having multiple safety infractions. The grievant knew that (b) (6) was required to maintain three (3) points of contact on and off the vehicle, in order to prevent slips and falls, yet continued to willfully fail to follow this very simple safety instruction and method. The grievant had been warned that failure to follow safety methods, instructions and procedures could result in discharge.

Exhibit 4—Safety Observation (b) (6), (b) (7)(C) 2020

While the management team was actually observing the grievant, (b) (6) called (b) (6), (b) (7)(C) to tell (b) (6), (b) (7)(C) was (b) (6), (b) (7)(C) and needed to go home. The center team immediately approached the grievant to ask what was wrong as (b) (6) had been in no apparent distress while (b) (6) was being observed.

Due to direct observation, by three (3) management employees, it was obvious this was completely false and an obvious and premeditated lie. The grievant was observed committing dishonest behavior.

Exhibit 5—(b) (6), (b) (7)(C) Statement
Exhibit 6— (b) (6), (b) (7)(C) Statement
Exhibit 7— (b) (6), (b) (7)(C) Statement

The grievant compounded the premeditated lie by (b) (6), (b) (7)(C) to support (b) (6), (b) (7)(C) lie and deceive the company. It is obvious that the grievant did not tell the truth and was completely mendacious in (b) (6), (b) (7)(C) dishonest actions.

Exhibit 8—(b) (6), (b) (7)(C) Combination

The grievant stated (b) (6), (b) (7)(C) while making a delivery at (b) (6), (b) (7)(C) The grievant stated that (b) (6), (b) (7)(C) The management team went to that location and (b) (6), (b) (7)(C). The customer was interviewed and stated that the grievant did not use their facility and did not (b) (6), (b) (7)(C) at their facility. The customer also provided video of the grievant making the delivery. The grievant did not show any (b) (6), (b) (7)(C) . The grievant simply made this up in an attempt to support (b) (6), (b) (7)(C) job abandonment. The customer statement and the video of the delivery are direct evidence that the grievant was deceitful and untruthful. The allegation of the grievant is simply more dishonest behavior and false information.

Exhibit 9—(b) (6), (b) (7)(C) Statement
Exhibit 10—Video of (b) (6), (b) (7)(C) stop

During the local hearing, held On (b) (6), (b) (7)(C) 2020, the grievant had many different explanations after being caught lying to (b) (6), (b) (7)(C). The grievant stated (b) (6) had tried to chew the (b) (6), (b) (7)(C) but then spit them out. Then (b) (6) stated (b) (6) ate a candy bar at lunch, taken from 12:00 to 12:45. When asked if (b) (6), (b) (6), (b) (7)(C) , as (b) (6) had told (b) (6), (b) (7)(C), (b) (6) said " (b) (6), (b) (7)(C) The grievant admitted to telling (b) (6), (b) (7)(C) , which is obviously not true.

The grievant presented two (2) notes in an attempt to cover up (b) (6), observed premeditated dishonest actions. The notes were written on prescription pads. The first note was on (b) (6), (b) (7)(C) 2020 and took the grievant out of work until (b) (6), (b) (7)(C) 2020. The grievant left (b) (6), vehicle at approximately 4:00 p.m. and was able to obtain an appointment for a clinic that closes at 5:00 p.m. The grievant had no actual medical records or information to support (b) (6), story at the local hearing.

The second note was written on (b) (6), (b) (7)(C) 2020, again on a prescription pad. Interestingly, the note stated the grievant was under medical care from (b) (6), (b) (7)(C) . The examination was conducted on (b) (6), (b) (7)(C) yet the grievant was not medically cleared to return to work until (b) (6), (b) (7)(C) 2020, eight (8) days later with no restrictions. It seems interesting that the visit on (b) (6), (b) (7)(C) would reveal the grievant was fully able to return to work eight (8) days in the future. The grievant had no actual medical records or even a bill from the clinic to support his prescription pad notes.

Exhibit 11—Medical Notes

Previously, on (b) (6), (b) (7)(C) 2020, the grievant provided a similar prescription pad note after not completing (b) (6), assigned route and bringing (b) (6), route back to the building. The grievant had initially stated that **"I can't do this any longer, I'm done."**

Once the grievant had abandoned (b) (6), job and brought the vehicle back to the building, (b) (6) stated that (b) (6) was not quitting, that (b) (6) was sick. The grievant (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) the grievant had (b) (6), (b) (7)(C) 2020, yet was cleared to return to work, with no restrictions, two (2) days in the future.

Exhibit 12—Medical Note
Exhibit 13—(b) (6), (b) (7)(C) Statement

The credibility of the grievant is proven unreliable and nonexistent. It is an undisputed fact that three (3) management employees physically observed the grievant fabricating all of these lies in an attempt to justify the abandonment of (b) (6), job.

(b) (6), (b) (7)(C) walked away and gave up (b) (6), job at UPS when (b) (6), decided to abandon (b) (6), job and be dishonest in the excuses (b) (6), concocted to explain the abandonment of (b) (6), job. There is no justification for (b) (6), behavior. The ability of the company to operate, in the competitive environment faced today, and the security of Teamster jobs would be put in jeopardy if this scheme was allowed to permeate the work place.

The company has been consistent in terminating other employees for this same type behavior.

The AAPGC has ruled that this type behavior is unacceptable. In (b) (6), (b) (7)(C) 2013, the Committee was presented with case (b) (6), (b) (7)(C). In that case (b) (6), (b) (7)(C) called in sick, stating (b) (6), wanted to use a sick day. (b) (6), (b) (7)(C) was playing golf, and even provided doctor's notes for the day of (b) (6), alleged sickness and after (b) (6), alleged sickness. The Committee denied the grievance and upheld the discharge.

Exhibit 14—Discharge (b) (6), (b) (7)(C) Dishonesty
Exhibit 15—Minutes/Decision (b) (6), (b) (7)(C) Case (b) (6), (b) (7)(C)

The grievant had several opportunities to be truthful and still failed to do so. The grievant has not only created a sequence of premeditated lies, the grievant continues to expand and defend all the lies (b) (6), has told. There is no doubt that the grievant knew (b) (6), would be discharged for dishonesty as reviewed on (b) (6), (b) (7)(C) 2019. The grievant has violated this trust and policy. It is undisputed that three (3) management employees physically observed the grievant being dishonest.

Exhibit 16—Honesty in Employment

Members of the Committee, the grievant lacked regard for (b) (6), fellow employees, (b) (6), management team and the UPS customers who expect service daily. (b) (6), (b) (7)(C), a (b) (6), (b) (7)(C) was dishonest and walked away from and abandoned (b) (6), job. The grievant intentionally lied concerning multiple concocted stories.

The grievant was willful and deceitful in his multiple dishonest stories. In this case, three (3) management people physically observed the grievant while (b) (6) lied multiple times and concocted false stories in an attempt to justify (b) (6), job abandonment and dishonest behavior.

Consequently, based upon the facts presented, we respectfully request that you deny this grievance and uphold the just discharge.

EXHIBIT 1

(b) (6), (b) (7)(C) 2020

CERTIFIED MAIL (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

Employee ID (b) (6), (b) (7)(C)

(b) (6), (b) (7

On (b) (6), (b) (7)(C) 2020, a meeting was held in Goldsboro Center. Present were you, (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (via Telephone), (b) (6), (b) (7)(C), and myself. Discussed at the meeting was your failure to follow methods, instructions, procedures, job abandonment, and your dishonest actions.

On (b) (6), (b) (7)(C) 2020, you failed to follow methods, instructions and procedures. You provided dishonest information and abandoned your job. You have been instructed and trained to follow proper methods, instructions and procedures. Failure to follow proper methods, instructions, procedures, job abandonment and dishonesty will not be tolerated. Therefore, because of your actions, you are being discharged.

This is an official discharge as outlined in the current labor agreement between the IBT Local 391 and UPS.

Sincerely,
UPS

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

PC: Local 391
(b) (6), (b) (7)(C)
File

Deadlock

(b) (6), (b) (7)(C) 2020

(b) (6), (b) (7)(C) / 2020

[redacted] in Cab

EXHIBIT 2

NEW SERVICE PROVIDER TRAINING PROFILE U.S. Domestic Only

On-Area Observation Form

PMEST Observation Form

Most Common Injury: Falls - Slips

Most Severe Injury: Lifting - Lowering

Push - Pulls

DATE / TIME: [redacted] 20 10:45 - 11:52

OBSERVER'S NAME: [redacted]

OPERATION: [redacted]

JOB FUNCTION: [redacted]

WORK AREA: [redacted]

Observation Conducted by (Check One).

X Manager/Supervisor ☐ Self Check or UPS Self Evaluation X CHSP Mgr/Supv or HBS Mgr/Sup ☐ CHSP Member from Home ☐ Other/Mixed

Hot Area	Behavior Observed	Safe	Total	AR/RA	Total	Approach the Problem	Continuous Improvement	Related Comments
Falls - Slips	F-2 At the outside door uses the handrail when entering/exiting the package car	II		IIII IIII			9	Use 3 points of contact both on/off the pkg car to support your body weight.
Falls - Slips	F-8 Maintains unobstructed egress							
Falls - Slips	F-10 Carries packages with unobstructed forward view			I			1	Dont carry pkgs with an obstructed view. Clear your walk path.
Falls - Slips	F-60 At the driver or rear door, driver uses three points of contact when entering/exiting the package car			I				
Lifting - Lowering	LL-1 Gets close to the object, works within Power Zone	I		I				
Lifting - Lowering	LL-2 Bends at knees (not at the waist), keeps the natural curve of the back			III			3	Bend at your knees and use your strong legs to lift/lower and avoid a back injury.
Lifting - Lowering	LL-14 Service Provider uses equipment and bodies to assist in the lift and lower			I				
Lifting - Lowering	LL-19 An object slips over the employee's feet (pinch feet, sprains, bruising)	I						
Pushing - Pulling	PP-36 When using a carry aid on level surfaces, driver pushes carry aid	I		II				
Pushing - Pulling	PP-43 When pulling or pushing a carry aid, driver's hands are at or slightly above waist level							
Pushing - Pulling	PP-45 Driver squares shoulders to back, head down when pulling							
Pushing - Pulling	PP-47 When sliding a package from a shelf in the rear cargo area, driver pulls or slides package into their Power Zone while leveraging the package on the edge of the shelf			I				

Pkgs in Cab = 11:26

Parking Lot
S | AR
II |

Look over Shoulder
S | AR
| III

1-2-3
S | AR
| II

Backing Horn
S | AR
| I

Car Length
S | AR
| II

10:56 Stop Complete

11:07 Start Car Routine

Mirrors
S | AR
I | II

Stop Sign
S | AR
| I 11:14
| I 11:14
| II 11:28

Turn Signal
S | AR
III |

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EXHIBIT 3

PO Box 3959
West Columbia, SC 29172

(b) (6), (b) (7)(C) 2020

(b) (6), (b) (7)(C)

Employee ID (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

On (b) (6), (b) (7)(C) 2020, a meeting was held in the Goldsboro Center. Present were you, Union (b) (6), (b) (7)(C), and myself. Discussed at the meeting was your failure to follow proper methods, instructions and procedures.

On (b) (6), (b) (7)(C) 2020, while performing your duties driving a UPS vehicle, you failed to follow proper Space and Visibility methods as you were trained. You failed to stop at a stop sign, and you failed to use your handrail both on/off the package car, you failed to look over your shoulder when pulling from a curb, you failed to count 1-2-3 at start-up, you failed to sound your horn while backing, you failed to maintain a car length of space at start-up, you failed to pull your mirrors, you failed to stop completely at stops signs, you failed to bend your knees while lifting/lowering, you walked with an obstructed view, you was observed throwing packages, you had (b) (6), (b) (7)(C) in the cab of the package car, and you had packages in the cab while driving. Failure to follow proper methods, instructions and procedures cannot and will not be tolerated. Therefore, as a result of your actions, you are being issued a formal warning.

We are bringing this matter to your attention in hopes that you will correct the problem, thus avoiding further disciplinary actions up to and including discharge.

This is an official warning as outlined in the current labor agreement between the IBT Local 391 and UPS.

Sincerely,
UPS

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

PC: Local 391
(b) (6), (b) (7)(C)
File

EXHIBIT 4

Observer Name	(b) (6), (b) (7)(C)
Date Completed	(b) (6), (b) (7)(C) 2020
Division	0745-W10-NORTH EAST
SLIC	PKG-2782--GOLDSBORO
Form Name	Pkg Drv-PKG-2782--GOLDSBORO-2020
Observer Group	(b) (6), (b) (7)(C)
Number of Employees Observed	(b) (6), (b) (7)(C)

Behavior	Safe	At Risk	Appreciative Feedback	Constructive Feedback
F-2 At the curbside door uses the handrail when entering/exiting the package car.		III		
F-85 While walking to and from a customer delivery, driver uses DIAD only on a safe walk path (e.g. level, unobstructed, no stairs.	I			
L/L-1 Gets close to the object, works within Power Zone.	I			
F-10 Carries packages with unobstructed forward view.				
DB-1 When making stop, UPS driver honks horn (dog bite prevention).				
PP-35 When using a carry aid on level surfaces, driver pushes carry aid				
B-4 Driver honks horn every 2-3 seconds when backing				
B-2 Driver attempts backing maneuver immediately upon arriving at the stop (backs first)				
Int-1 Driver looks left, right, left and checks mirrors when starting up at intersections				
HOIR-4 Driver leaves a vehicle length of space when stopped in traffic behind vehicle in front				
HOIR-17 Driver stops completely at stop signs and signals prior to the stop-line				
SS-10 Driver uses turn signal when making a turn		I		

Mirrors

S	AR
	I

Sounds horn

S	AR
	I

Flashers

S	AR
I	I

Bulkhead DOOR

S	AR
	I

Shoulder

S	AR
	I

(1) Summarize feedback for each behavior for which feedback is provided (type prefix for each behavior, e.g. L/L-1

(2) Comment on any other Safe and/or At-risk behaviors that were observed, but not listed on this form, and the feedback that was provided.

List any at-risk behaviors beyond the control of the employee:

EXHIBIT 5

To Whom It May Concern:

Around 15:00 on (b) (6), (b) (7)(C) 2020, (b) (6), (b) (7)(C) and myself started an On Area Observation on (b) (6), (b) (7)(C) We first picked (b) (6), (b) (7)(C) up at (b) (6), (b) (7)(C) Around 15:10, (b) (6), (b) (7)(C) called (b) (6), (b) (7)(C) and told (b) (6), (b) (6) DIAD was at 40% and (b) (6) felt as though (b) (6) needed a battery. At 15:26 (b) (6), (b) (7)(C) called me and told me (b) (6) (b) (6), (b) (7)(C) and needed to go home. We had been watching (b) (6), (b) and had not seen (b) (6), (b) (b) (6), (b) (7)(C) replied, "You have?" (b) (6) said yes, (b) (6) had (b) (6), (b) (7)(C) where (b) (6) was and behind (b) (6), (b) (7)(C) I told (b) (6), (b) we were on the way to stay right where (b) (6) was. As we drove through the parking lot, I saw (b) (6), (b) mixing up water and (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) with (b) (6) foot.

As I approached (b) (6) vehicle, I asked (b) (6), (b) what was wrong, (b) (6) said, "I just don't feel good, I've been (b) (6), (b) (7)(C)".

I then looked at what (b) (6) wanted me to believe was (b) (6), (b) (b) and said, "Is there something you want to tell me?"

(b) (6), (b) said' "No."

I mentioned to (b) (6), (b) that we had been following (b) (6), (b) and have yet to see (b) (6), (b) (6), (b) (7)(C), I tried again to get (b) (6), (b) to tell me the truth.

(b) (6), (b) asked me why I had a problem with (b) (6), (b) I told (b) (6), (b) that I didn't have a problem with (b) (6), (b) I have a problem with (b) (6), (b) not being honest with me and (b) (6), (b) not finishing (b) (6) work. ((b) (6) has recently brought a route back).

I then asked (b) (6), (b) about the (b) (6), (b) (7)(C) and water, there was (b) (6), (b) (7)(C) around the water that (b) (6) had not had time to mix up before I got there. All (b) (6) would say was (b) (6) had (b) (6), (b) (7)(C) and that (b) (6) was sick. (b) (6) also kept asking me why I had such a problem with (b) (6), (b)

I called (b) (6), (b) (7)(C) and told (b) (6), (b) of the situation, and to get approval to Art 50 (b) (6), (b) (7) for Job Abandonment and Dishonesty. Once I got the approval, I called (b) (6), (b) (7)(C) and conferenced (b) (6), (b) in. I then issued (b) (6), (b) (b) (6) discipline. (b) (6) acted like (b) (6), (b) did not want to talk with (b) (6), (b) (7)(C)

Moments later (b) (6), (b) (7)(C) arrived. (b) (6), (b) walked up to me and introduced (b) (6), (b) (7)(C) (b) (6), (b) went and placed (b) (6) stuff in (b) (6), (b) car. (b) (6), (b) (7)(C) walked over to (b) (6), (b) (7) and then (b) (6), (b) came back over to where I was. (b) (6), (b) asked me if we were falsifying stuff against (b) (6), (b) (7)(C) to fire (b) (6), (b) I told (b) (6), (b) "No ma'am, and that I wasn't allowed to discuss the issue with (b) (6), (b) if (b) (6), (b) wanted to discuss it freely with me in (b) (6), (b) presence that was up to (b) (6), (b) (7 (b) (6), (b) didn't want to discuss it at that time.

During our observation, (b) (6), (b) was observed walking at a brisk pace. (b) (6) didn't show signs of illness. (b) (6) failed to use the handrail all three times (b) (6) entered the package car, (b) (6) failed to use turn signals prior to making turns, (b) (6) failed to pull in (b) (6) mirrors, (b) (6) failed to sound (b) (6) horn while traveling by parked cars in a parking lot, (b) (6) left (b) (6) package car bulkhead door open while making a delivery, (b) (6) failed to look over (b) (6) shoulder when pulling from a parked position, and (b) (6) failed to use (b) (6) flashers when (b) (6) parked (b) (6) car.

(b) (6), (b) (7)(C)

Sworn before me this (b) (6), (b) (7)(C) Day of (b) (6), (b) (7)(C) 2020

KAREN E. LANCASTER NOTARY PUBLIC WAYNE COUNTY, MICHIGAN My Comm. (b) (6), (b) (7)(C) 10/26/

Karen E Lancaster

My Commission expires October 26, 2020

On (b) (6), (b) (7)(C) 2020, (b) (6), (b) (7)(C) was conducting a training for (b) (6), (b) (7)(C) and myself on completing correct/proper On-Area observations. Our observation began at (b) (6), (b) (7)(C) in Goldsboro, NC. During the observation at 3:10pm, (b) (6), (b) (7)(C) called (b) (6), (b) (7)(C) and alerted (b) (6), (b) (7) to the fact that (b) (6), (b) DIAD battery was at 40% and communicated that (b) (6) would need another battery. (b) (6), (b) (7)(C) communicated that (b) (6), (b) would get one to (b) (6), (b) At no time during (b) (6), call to (b) (6), (b) (7)(C) did (b) (6), (b) (7)(C) express any ailments, symptoms or illness.

At 3:26pm (b) (6), (b) (7)(C) called (b) (6), (b) (7)(C) As (b) (6), (b) (7)(C) called, we were able to see (b) (6), (b) in (b) (6), cab, as we were in the same parking lot. (b) (6), (b) communicated to (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) that (b) (6), (b) was sick and (b) (6), (b) (7)(C) During this time, we were able to keep our eyes on (b) (6), (b) (7) yet did not see (b) (6), (b) (b) (6), (b) (7)(C) As we approached (b) (6), (b) (7)(C), there were no billboards impeding our view of (b) (6), (b) at (b) (6), expressed location. As the management team (b) (6), (b) (7)(C), and myself) approached the package car, it was apparent that (b) (6), (b) (7)(C) mixed (b) (6), alleged (b) (6), (b) with (b) (6), shoe and proceeded to get back in the package car.

(b) (6), (b) (7)(C) overall health and wellbeing was the first thing that was addressed. (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) asked (b) (6), (b) (7)(C), "what was wrong". (b) (6), (b) (7)(C) communicated that (b) (6) "just didn't feel good." Upon further glances at (b) (6), (b) (7)(C), it was clear that it was (b) (6), (b) (7)(C) There was reminisce of the (b) (6), (b) (7)(C) up the stairs of the truck. (b) (6), (b) (7)(C) and myself entered the package car and began sorting it as there were plenty of businesses that were not serviced.

(b) (6), (b) (7)(C) two stops prior, however, we were observing (b) (6), (b) then and did not witness (b) (6), statement. When (b) (6), (b) (7)(C) inquired about the location of (b) (6), (b) last place (b) (6), (b) (7)(C) began asking (b) (6), (b) (7)(C) "What do you have against me?" to which (b) (6), (b) responded, "nothing." (b) (6), (b) (7)(C) expressed (b) (6), (b) (7) displeasure in not being told the truth.

Soon after (minutes) (b) (6), (b) (7)(C) appeared to pick (b) (6), (b) up. (b) (6), (b) introduced (b) (6), (b) (7)(C) to (b) (6), (b) (7)(C) was in the processes of transporting (b) (6), things to the car. (b) (6), (b) (7)(C) expressed that there were things that were going on with (b) (6), (b) (7)(C) (medically) that wasn't "any of yalls business" and that "this is in the Lords hands." (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) and myself waited from a distance until the conversation between (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) was complete.

(b) (6), (b) (7)(C) and myself took over the route. We followed up with (b) (6), (b) (7) statement only to find that the area in which (b) (6), (b) expressed (b) (6), (b) (7)(C) was clean and the business owners at that business (b) (6), (b) serviced expressed he delivered to them and gave him a water and he left.

(b) (6), (b) (7)(C)

Goldsboro ORS

(b) (6), (b) (7)(C)

KAREN E. LANCASTER NOTARY PUBLIC My Comm. Expires 10-26-20 WAYNE COUNTY, NC

Sworn before me this (b) (6), (b) (7)(C) day of (b) (6), (b) (7)(C) 2020.

My Commission expires October 26, 2020

EXHIBIT 6

EXHIBIT 7

To Whom It May Concern:

On (b) (6), (b) (7)(C) 2020, at about 15:00, (b) (6), (b) (7)(C), and myself conducted an on area observation on (b) (6), (b) We located (b) (6), (at (b) (6), (b) (7)(C) At around 15:10 (b) (6), (b) (7)(C) called me and notified me that (b) (6 needed a new DIAD battery. I acknowledged and instructed (b) (6), (b) (7)(C) to keep pressing and I would get (b) (6), (a new battery. (b) (6), (b) (7)(C) said ok and ended the call. (b) (6), (b) (7)(C) never stated at any time that (b) (6 was sick.

At 15:26 while we are conducting the observation (b) (6), (b) (7)(C) calls (b) (6), (b) (7)(C) and tells (b) (6), ((b) (6), did not feel well. As (b) (6), was talking to (b) (6), (b) (7)(C) we witnessed (b) (6), (b) (7)(C) walking back and forth from cab to cargo area.

We then approached (b) (6), (b) (7)(C) and asked, "what was going on?" (b) (6), stated, "(b) (6), had been (b) (6), (b) (7)(C) We looked at what (b) (6), (b) (7)(C) and noticed there was no (b) (6), (b) (7)(C). As (b) (6), (b) (7)(was talking to (b) (6), (b) (7)(C), (b) (6), (then stated (b) (6), has (b) (6), (b) (7)(at the last few stops. I then told (b) (6), (b) that (b) (6), (was being dishonest because we were watching (b) (6), (during the time (b) (6 said (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) continued to claim (b) (6), (b) (7)(C) at the last few stops. From there (b) (6), (stated that (b) (6), (b) (7)(C) is coming to pick (b) (6), (b) up. I then said, "ok" and retrieved the keys from (b) (6), (and took over route.

(b) (6), (b) (7)(C)

Goldsboro ORS

Sworn before me this (b) (6), (b) (7)(C) Day of (b) (6), (b) (7)(C) 2020

(b) (6), (b) (7)(C)
(b) (6), (b) (7
OTARY
My Comm. Expires
10.26.20
PUBLIC
WAYNE COUNTY, NC

(b) (6), (b) (7)(C)
notary

My Commission expires
October 26, 2020

As we pulled up to the [redacted] location, I observed [redacted] [redacted] standing outside [redacted] truck mixing up this water cracker combination with [redacted] foot. The cracker was dry, nothing that had been [redacted]. We watched [redacted] the entire time and did not see [redacted] get out of the package car [redacted].

EXHIBIT 8

Dry crumbled up cracker in the entry way of the package car.

(b) (6), (b) (7)(C) 2020

EXHIBIT 9

To whom it may concern:

On (b) (6), (b) (7)(C) 2020 UPS (b) (6), (b) (7)(C) delivered to (b) (6), (b) (7)(C) and was sweating gave bottle of water but did not see (b) (6), (b) (7)(C) get sick.

Thanks,

(b) (6), (b) (7)(C)

Sworn before me this (b) (6), (b) (7)(C) day of (b) (6), (b) (7)(C) 2020

KAREN E. LANCASTER
NOTARY
My Comm. Expires
10-26-20
PUBLIC
WAYNE COUNTY, NC

Karen E Lancaster
notary

My Commission expires
October 26, 2020

EXHIBIT 10

VIDEO

(b) (6), (b) (7)(C)

[redacted]

EXHIBIT 11

EXHIBIT 12

(b) (6), (b) (7)(C)

[redacted]

PP97891-10-18 WBF170628162444

To Whom It May Concern:

EXHIBIT 13

On (b) (6), (b) (7)(C) 2020, a discussion was held in (b) (6), (b) (7)(C) office about the performance of (b) (6), (b) (7)((b) (6), (b) (7)(C) and myself. Discussed during that meeting was the previous day's performance results. (b) (6), (b) was (b) (6), overallowed on a scratch route. During this discussion, it was explained to (b) (6), (b) that (b) (6) must perform at (b) (6) demonstrated level, which is scratch.

(b) (6), (b) (7)(C) left the facility at 9:17 am. Around 9:48 am, (b) (6), (b) (7)(C) called and told me that "I cannot do it." I asked (b) (6), (b) if (b) (6) was quitting, and (b) (6) replied with, "I can't do this any longer, I'm done." I told (b) (6), (b) (7) if (b) (6) was quitting to bring the truck back to the facility. (b) (6), (b) arrived at the building at 10:04 am.

Once (b) (6) returned to the building, we met (b) (6), (b) in the parking lot and asked (b) (6), (b) to fill out (b) (6), resignation letter. (b) (6), (b) then exclaimed that (b) (6) was not quitting, that (b) (6) was simply sick and that (b) (6) never said (b) (6) was quitting.

We spoke with (b) (6), (b) for about 20 minutes after (b) (6) returned to the building. (b) (6) did not show any signs is illness. (b) (6) continued to complain about the truck and the route. Never did (b) (6) mention again that (b) (6) was sick. We had to call in (b) (6), (b) (7)(C) and move another one to cover (b) (6) route. We did have late (b) (6) on the count of it.

(b) (6), (b) did go to the doctor and get a doctor's note. (b) (6) never called us to let us know (b) (6) status.

(b) (6), (b) (7)(C)

STATE OF NORTH CAROLINA

COUNTY OF WAYNE

SUBSCRIBED AND SWORN TO BEFORE ME, on the (b) (6), day of (b) (6), (b) (7)(C) 2020

Signature Carlli Marie Wilc (Seal)
NOTARY PUBLIC
My Commission expires: 10/04/2020

(b) (6), (b) (7)(C)

EXHIBIT 14

(b) (6), (b) (7)(C) 2013

CERTIFIED MAIL (b) (6), (b) (7)(C)
(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) Employee ID (b) (6), (b) (7)(C)

On (b) (6), (b) (7)(C) 2013, a meeting was held in the Wilmington Center. Present at the meeting were you, Union (b) (6), (b) (7)(C) and me. Discussed at this meeting were your acts of dishonesty.

On (b) (6), (b) (7)(C) 2013, you called in sick. It has been verified that you played in a golf tournament on (b) (6), (b) (7)(C) 2013. It was also discovered that you did the same thing on the qualification day for this golf tournament on (b) (6), (b) (7)(C) 2013. Your actions were dishonest and meant to intentionally deceive the company. This cannot be tolerated. As a result of your actions, you have given UPS just cause to terminate your employment for dishonesty, failure to follow instructions, company methods and procedures; effective immediately.

This is an official Discharge letter as outlined in the current labor agreement between the IBT Local 391 and UPS.

Sincerely,

UPS

(b) (6), (b) (7)(C)

PC: Local 391
(b) (6), (b) (7)(C)
File

CERTIFIED MAIL # (b) (6), (b) (7)(C)

EXHIBIT 15

ATLANTIC AREA PARCEL GRIEVANCE COMMITTEE
October 2013
MINUTES

Westin Virginia Beach Town Center
4535 Commerce Street
Virginia Beach, VA 23462

SUMMARY OF OCTOBER 2013 MINUTES
Breakdown of the 80 Cases on the October Agenda

28	**Cases**	**Held by the Committee**	**11 Discharges**	**3 Suspensions**	**14 Regular**
17	**Cases**	**Settled and/or Withdrawn**	**7 Discharges**	**2 Suspensions**	**8 Regular**
3	**Cases**	**Postponed by the Company**	**3 Discharges**	**0 Suspensions**	**0 Regular**
2	**Cases**	**Postponed by the Union**	**2 Discharges**	**0 Suspensions**	**0 Regular**
20	**Cases**	**Heard**	**10 Discharges**	**0 Suspensions**	**10 Regular**

The following (28) Case was Held by the Committee:

The following (11) DISCHARGE Case was Held by the Committee:

(b) (6), (b) (7)(C) [redacted]

Local 509 vs UPS, Sumter, SC
Local 171 vs UPS, Roanoke, VA
Local 171 vs UPS, Roanoke, VA
Local 391 vs UPS, Greensboro, NC
Local 509 vs UPS, Columbia, SC
Local 509 vs UPS, Columbia, SC
Local 322 vs UPS, Richmond, VA
Local 391 vs UPS, Raleigh, NC
Local 509 vs UPS, Summerville, SC
Local 509 vs UPS, Summerville, SC
Local 623 vs UPS, Philadelphia, PA

The following (3) SUSPENSION Case was Held by the Committee:

(b) (6), (b) (7)(C) [redacted]

Local 639 vs UPS, Dulles, VA
Local 639 vs UPS, Dulles, VA
Local 639 vs UPS, Gaithersburg, MD

The following (14) REGULAR Case was Held by the Committee:

(b) (6), (b) (7)(C) [redacted]

Local 509 vs UPS, West Columbia, SC
Local 355 vs UPS, Baltimore, MD

The following (10) DISCHARGE Cases were Heard: (Continued)

(b) (6), (b) (7)(C) called case (b) (6), (b) (7)(C) Local 639 vs UPS, Dulles, VA

Discharge of (b) (6), (b) (7)(C)

Decision: Based on the facts presented and the grievant's own testimony, the grievance is denied.

(b) (6), (b) (7)(C) called case (b) (6), (b) (7)(C) Local 391 vs UPS, Wilmington, NC

Discharge of (b) (6), (b) (7)(C)

Decision: Based on the facts presented including the testimony of the grievant, the charge of dishonesty is sustained. The discharge was for just cause.

The following (0) SUSPENSION Cases were Heard:

The following (10) REGULAR Cases were Heard:

(b) (6), (b) (7)(C) called case (b) (6), (b) (7)(C) Local 509 vs UPS, Spartanburg, SC

On behalf of (b) (6), (b) (7)(C), the Union is claiming a violation of Article 37 and all applicable.

Decision: Based on the facts presented and the grievants testimony there is no contract violation in the instant case.

(b) (6), (b) (7)(C) called case (b) (6), (b) (7)(C) Local 391 vs UPS, Raleigh, NC

On behalf of (b) (6), (b) (7)(C), the Union claiming a violation of Article 48 and all that apply.

Decision: The parties are reminded of the language outlined in Article 48, Section 9.

(b) (6), (b) (7)(C) called case (b) (6), (b) (7)(C) Local 509 vs UPS, Greenville, SC

On behalf of (b) (6), (b) (7)(C), the Union is claiming a violation of Article 37 and all applicable.

Decision: Based upon the facts presented in the instant case there is no contract violation.

(b) (6), (b) (7)(C) called case 365-13 Local 639 vs UPS, Laurel, MD

On behalf of (b) (6), (b) (7)(C), the Union is claiming a violation of Article 36, 37, 48 and all applicable.

Decision: The panel finds no contract violations.

EXHIBIT 16

HONESTY IN EMPLOYMENT

As an employee of United Parcel Service, it is essential that you thoroughly understand how highly we regard honesty from all employees, so much so, that honesty is a company policy.

THE UPS POLICY BOOK STATES:

"We Insist Upon Integrity in Our People. We understand that integrity is fundamental to how we run our business and essential to maintain compliance with our policies and legal requirements. Operating with integrity means we provide an atmosphere in which our people can perform their jobs in an ethical manner. We present our company honestly to employees and, in turn, expect them to be honest with us."

"We expect honesty from our people in all their duties, including their handling of money, merchandise, and property with which they are entrusted. We insist on integrity in the preparation and approval of all reports."

"We all expect our people to be honest in their assessment of themselves, such as the time and commitment they give to their job performance, the fairness they seek in their dealings with others, or the objectivity they use in evaluating their own contributions."

"The great majority of our people are of high moral character. However, when we do discover a dishonest person in our organization, we deal with that individual quickly and firmly. For our company to be known for its integrity, each of us must meet high standards."

CONSEQUENCES OF DISHONESTY

DISHONESTY WILL result in immediate dismissal and possible criminal prosecution.

Since many of the packages you will handle move between states, theft of these shipments is a felony violation investigated by the FBI and other law enforcement agencies. If convicted, the maximum penalty for thefts involving interstate commerce is 10 year imprisonment and or a fine of $5,000.00.

In addition to theft, there are other types of dishonesty such as: tampering, or the misuse or theft of intellectual properties, privileged information, overgoods, or monies handled by our employee's. (Note: Any and all money you receive each day, must be properly accounted for and turned in at end of your work shift that same day.)

EFFECTS OF A FELONY

A felony is a class of crime more severe than a misdemeanor, and is punishable by imprisonment, a fine, or both. A felony conviction results in a permanent mark on a person's record which may never be removed. This record may cause an individual to suffer severe consequences, and may also cause them to be disadvantaged in other subsequent life pursuits.

OTHER INFORMATION

WE EXPECT all employees to report acts of dishonesty. In an effort to prevent thefts, we have instituted a reward of up to $5,000.00, payable to UPS employees, for information leading to the arrest and conviction of any employee who has stolen merchandise or other valuables from our company.

I have read the above information and I understand the UPS policy that reflects their high regard for honesty. I understand my obligations to maintain personal honesty and prevent the dishonesty of others.

(b) (6), (b) (7)(C) [redacted]

Employee's Signature *(e-sign)*

(b) (6), (b) (7)(C) [redacted]

Date

Atlantic Area Parcel Grievance Committee

Case (b) (6), (b) (7)(C)
Grievant [redacted] (b) (6), (b) (7)(C)
Local 509

Company Statement

(b) (6), (b) (7)(C) was a service provider working in the Orangeburg, South Carolina Facility. (b) (6), (b) (b) (6), (b) (7)(C) has a (b) (6), (b) (7)(C) seniority date of (b) (6), (b) (7)(C) and a (b) (6), (b) (7)(C) seniority date of (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) was discharged due to (b) (6), failure to follow the proper methods, instructions and procedures in regards to delivering a time sensitive, (b) (6), (b) (7)(C) package on time. The Company will provide facts to this Panel supporting this discharge.

(Exhibit 1 – Discharge Letter – (b) (6), (b) (7)(C) 21)

The facts of the case are as follows:

In order to properly present this case to this panel, it is necessary to review some events that led to this current discharge:

On (b) (6), (b) (7)(C) 2020, the grievant was issued a warning letter for (b) (6), failure to follow the proper methods, instructions and procedures.

(Exhibit 2 – Warning Letter – (b) (6), (b) (/20)

On (b) (6), (b) (7)(C) 2020, the grievant was issued a suspension letter for (b) (6), failure to follow the proper methods, instructions and procedures. This (b) (6), (b) (7)(C) suspension was reduced to a (b) (6), (b) (b) (6), (b) (7)(C) uncontested suspension.

(Exhibit 3 – Suspension Letter – (b) (6), (b) (7)(C) 20)

On (b) (6), (b) (7)(C) 2021, the grievant was issued a discharge letter for (b) (6), failure to follow the proper methods, instructions and procedures.

(Exhibit 4 – Discharge Letter – (b) (6), (b) (/21)

Now for the events that have led to the case before this Panel today. Since receiving the previous forms of progressive discipline, which was the company's attempt to change the grievant's behavior in regards to (b) (6), (b) following the proper methods, instructions and procedures. On (b) (6), (b) (7)(C) 2021, the grievant chose to deliver other packages before (b) (6), properly serviced (b) (6), (b) (7)(C) package that was handed to (b) (6), (b) by (b) (6), (b) (6), (b) (7)(C) On this day, the grievant delivered a (b) (6), (b) (7)(C) package after the committed time.

(Exhibit 5 – (b) (6), (b) (7)(C) Statement)

(Exhibit 6 – Delivery Record – [redacted] 21)

(Exhibit 7 – ETT Tracking Report – [redacted] 21)

As you can see, the company has given the grievant numerous opportunities to correct [redacted] behavior and follow [redacted] training. Members of the Panel, the grievant's actions are clearly and repeatedly unacceptable. Therefore, based on the facts presented, we respectfully request that this discharge be upheld, and this grievance be denied in its entirety.

Ex. 1

PO Box 3959
West Columbia, SC 29172

(b) (6), (b) (7)(C) 2021

CERTIFIED MAIL (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

Employee ID (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

On (b) (6), (b) (7)(C) 2021, a meeting was held in the Orangeburg Center. Present were you, Union (b) (6), (b) (7)(C). Discussed at the meeting was your failure to follow proper methods, instructions and procedures.

On (b) (6), (b) (7)(C) 2021, you failed to follow proper methods and procedures as you have been trained when you failed to properly deliver (b) (6), (b) (7)(C) package on time. Failure to follow proper methods, instructions and procedures cannot and will not be tolerated. Therefore, because of your actions, you are being issued a discharge.

We are bringing this matter to your attention in hopes that you will correct the problem, thus avoiding further disciplinary actions up to and including discharge.

This is an official discharge as outlined in the current labor agreement between the IBT Local 509 and UPS.

Sincerely,
UPS
(b) (6), (b) (7)(C)

PC: Local 509
(b) (6), (b) (7)(C)
File

(b) (6), (b) (7)(C)

Ex. #2

PO Box 3959
West Columbia, SC 29172

(b) (6), (b) (7)(C) 2020

(b) (6), (b) (7)(C)

Employee ID (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

On (b) (6), (b) 2020, a meeting was held in the Orangeburg Center. Present were you, Union (b) (6), (b) (7)(C) and myself. Discussed at the meeting was your failure to follow methods, instructions and procedures.

You failed to use you turn signal while operating a UPS vehicle on (b) (6), (b) (7)(C) 2020. You failed to follow proper Space and Visibility methods as you were trained. Our success as a business depends in large part on the dependability and reliability of our employees. Failure to follow proper methods, instructions and procedures cannot and will not be tolerated. Therefore, as a result of your actions, you are being issued a formal warning.

We are bringing this matter to your attention in hopes that you will correct your unacceptable attendance record, thus avoiding further disciplinary actions up to and including discharge.

This is an official warning as outlined in the current labor agreement between the IBT Local 509 and UPS.

Sincerely,
UPS

(b) (6), (b) (7)(C)

PC: Local 509
(b) (6), (b) (7)(C)
File

(b) (6), (b) (7)(C)

Ex. 3

PO Box 3959
West Columbia, SC 29172

(b) (6), (b) (7)(C) 2020

(b) (6), (b) (7)(C)

Employee ID (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

On (b) (6), (b) (7)(C) 2020, a meeting was held in the Orangeburg Center. Present were you, Union (b) (6), (b) (7)(C). Discussed at the meeting was your failure to follow proper methods, instructions and procedures.

On (b) (6), (b) (7)(C) 2020, you failed to (b) (6), (b) (7)(C). Our success as a business depends in large part on the dependability and reliability of our employees. Failure to follow proper methods, instructions and procedures cannot and will not be tolerated. As an employee of UPS, it is your responsibility to follow methods, instructions, and procedures. Therefore, because of your actions, you are being issued a (b) (6), (b) (7)(C) suspension.

We are bringing this matter to your attention in hopes that you will correct the problem, thus avoiding further disciplinary actions up to and including discharge.

This is an official suspension as outlined in the current labor agreement between the IBT Local 509 and UPS.

Sincerely,
UPS
(b) (6), (b) (7)(C)

PC: Local 509 (b) (6), (b) (7)(C)
(b) (6), (b) (7)(C)
File

Ex. 4

PO Box 3959
West Columbia, SC 29172

(b) (6), (b) (7)(C) 2021

CERTIFIED MAIL (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

Employee ID (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) 2021 a meeting was held in the Orangeburg Center. Present were you, Union (b) (6), (b) (7)(C) Discussed at the meeting was your failure to follow proper methods, instructions and procedures.

On (b) (6), (b) (7)(C) 2021 you failed to follow proper methods, instructions and procedures as you have been trained when you failed to properly deliver (b) (6), (b) (7)(C) packages on time, resulting in several late (b) (6), (b) (7)(C) packages. Failure to follow proper methods, instructions and procedures cannot and will not be tolerated. Therefore, because of your actions, you are being issued a discharge.

We are bringing this matter to your attention in hopes that you will correct the problem, thus avoiding further disciplinary actions up to and including discharge.

This is an official discharge as outlined in the current labor agreement between the IBT Local 509 and UPS.

Sincerely,
UPS
(b) (6), (b) (7)(C)

PC: Local 509 (b) (6), (b) (7)(C)
(b) (6), (b) (7)(C)
File

Ex. 5

To: (b) (6), (b) (7)(C) [redacted]

Fr: (b) (6), (b) (7)(C)

Dt: (b) (6), (b) [redacted] (C) [redacted] 2021

Re: (b) (6), (b) (7)(C)

On (b) (6), (b) (7)(C) 2021, I handed (b) (6), (b) (7)(C) an (b) (6), (b) (7)(C) package for (b) (6), (b) (7)(C) (b) (6), (b) (7) I told (b) (6), (b) [redacted] to make sure (b) (6), (b) [redacted] delivered it by the 10:00 commit time and that the package had not been SPA'd yet.

(b) (6), (b) (7)(C) (b) (6), (b) (7)(C) [redacted] 21

(b) (6), (b) (7)(C) [redacted] (b) (6), (b) (7)(C) [redacted] /2021

(b) (6), (b) (7)(C) [redacted] 21

Kristeadman, Notary

Commission expires 2/1/31

Ex #6

COD AMT / CHECK AMT / UPS AMT	SHIP# / ORIGINAL RECV/PTN / INFO NOTICE	ID#	ADDRESS	CONS BILL # / DCIS	SIGNATURE / RET ADDR / CLARIFICATION	PKGS / STOP	REMARKS / DISPOSITION
	(b) (6), (b) (7)(C) [redacted]	(b) (6), (b) (7)(C) [redacted]		1	(b) (6), (b) (7)(C) [redacted]	2 / 4	1 Signature
				2			09:48 Residential Signature
				3		3 / 8	10:15 CIR Receiver
				4			10:15 CIR Receiver
				5			10:15 CIR Receiver
10 AM [illegible] time	OTH [redacted]		ATE EAM	6		2 / 10	10:22 Void
				7			CIR
				8			CIR
				9		3 / 25	DR REAR DOOR
				10			DR REAR DOOR
				11			11:45 DR REAR DOOR
				12		1 / 26	DR REAR DOOR
				13		1 / 27	DR FRONT DOOR
				14		2 / 28	DR REAR DOOR
				15			DR REAR DOOR
				16		1 / 47	DR MC WOMAN
				17		2 / 48	DR GARAGE
				18			V DR GARAGE
				19	COVID	1 / 49	13:59 Residential Signature
				20		2 / 50	DR MC MAN
				21			14:02 DR MC MAN
				22		2 / 51	DR GARAGE
				23			DR GARAGE
				24	(b) (6), (b) (7)(C) [redacted]	5 / 52	Residential Signature
				25			Residential Signature

A - Address Correction Indicator

@ - Adult Sig Required - Non-Barcoded
s - Signature Required - Non-Barcoded

AREA NO: 1301	NAME: (b) (6), (b) (7)(C) [redacted]	
CENT NO: 2910	DATE: (b) (6), (b) (7)(C) [redacted]	PAGE 5 OF 10

(b) (6), (b) (7)(C) [redacted] actually attempted to void the stop out after (b) (6), (b) [redacted] scanned it late

Ex. 7

Package Data - Tracking Number - Search Criteria

Tracking Number: (b) (6), (b) (7)(C)
Service Level: NDA EAM/EXP EAM
Scheduled Delivery Date: Not Available
Estimated Delivery Time: 10:00AM

Search Results:

Type	Shipper #	Address/Location	Date	Time	Status
VOID	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) 21	10:22	VOID ENTRY
SCAN			21	09:11	DESTINATION SCAN
SCAN			21	09:10	Arrived at Facility
SCAN			21	07:18	Departed from Facility
SCAN			21	06:20	Location Scan
SCAN			21	05:20	Arrived at Facility
SCAN			21	04:07	Departed from Facility
SCAN			21	23:41	Location Scan
SCAN			21	22:53	Arrived at Facility
SCAN			21	21:48	Departed from Facility
SCAN			21	21:04	Unload Scan
SCAN			21	21:04	Arrived at Facility
SCAN			21	19:52	Departed from Facility
SCAN			21	19:42	ORIGIN SCAN
SCAN			21	16:02	PICKUP SCAN
MANIF	(b) (6), (b) (7)(C)	/ US	21	19:08	BILLING INFORMATION RECEIVED

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UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
REGION 4
100 E Penn Square
Suite 403
Philadelphia, PA 19107

Agency Website: www.nlrb.gov
Telephone: (215)597-7601
Fax: (215)597-7658

July 22, 2022

Bennie Smith, Jr.
International Brotherhood of Teamsters
Local 623
P.O. Box 364
Chester Heights, PA 19017

Re: United Parcel Service Inc, (UPS)
Case 04-CA-288633

Dear Mr. Smith:

We have carefully investigated and considered your charge that United Parcel Service Inc. (UPS) has violated the National Labor Relations Act.

Decision to Dismiss: Based on that investigation, I have decided to dismiss your charge because there is insufficient evidence to establish a violation of the Act.

Charging Party's Right to Appeal: The Charging Party may appeal my decision to the General Counsel of the National Labor Relations Board, through the Office of Appeals.

Means of Filing: You must file your appeal electronically or provide a written statement explaining why electronic submission is not possible or feasible. Written instructions for the NLRB's E-Filing system and the Terms and Conditions of the NLRB's E-Filing policy are available at www.nlrb.gov. See User Guide. A video demonstration which provides step-by-step instructions and frequently asked questions are also available at www.nlrb.gov. If you require additional assistance with E-Filing, please contact e-Filing@nlrb.gov.

You are encouraged to also submit a complete statement of the facts and reasons why you believe my decision was incorrect. If you cannot file electronically, please send the appeal and your written explanation of why you cannot file electronically to the **General Counsel** at the **National Labor Relations Board, Attn: Office of Appeals, 1015 Half Street SE, Washington, DC 20570-0001**. Unless filed electronically, a copy of the appeal should also be sent to me.

The appeal MAY NOT be filed by fax or email. The Office of Appeals will not process faxed or emailed appeals.

Appeal Due Date: The appeal is due on **August 5, 2022**. If the appeal is filed electronically, the transmission of the entire document through the Agency's website must be completed **no later than 11:59 p.m. Eastern Time** on the due date. If filing by mail or by delivery service an appeal will be found to be timely filed if it is postmarked or given to a delivery service no later than August 4, 2022. **If an appeal is postmarked or given to a**

delivery service on the due date, it will be rejected as untimely. If hand delivered, an appeal must be received by the General Counsel in Washington D.C. by 5:00 p.m. Eastern Time on the appeal due date. If an appeal is not submitted in accordance with this paragraph, it will be rejected.

Extension of Time to File Appeal: The General Counsel may allow additional time to file the appeal if the Charging Party provides a good reason for doing so and the request for an extension of time is **received on or before August 5, 2022.** The request may be filed electronically through the ***E-File Documents*** link on our website www.nlrb.gov, by fax to (202)273-4283, by mail, or by delivery service. The General Counsel will not consider any request for an extension of time to file an appeal received after August 5, 2022, **even if it is postmarked or given to the delivery service before the due date**. Unless filed electronically, a copy of the extension of time should also be sent to me.

Confidentiality: We will not honor requests to limit our use of appeal statements or evidence. Upon a request under the Freedom of Information Act (FOIA) by a party during the processing of an appeal, the Agency's FOIA Branch discloses appeal statements, redacted for personal privacy, confidential source protection, or other applicable FOIA exemptions. In the event the appeal is sustained, any statement or material submitted may be introduced as evidence at a hearing before an administrative law judge. However, certain evidence produced at a hearing may be protected from public disclosure by demonstrated claims of confidentiality.

Very truly yours,

Thomas Goonan
Regional Director

Enclosure

cc: Joe Gill, Package Division Manager
United Parcel Service Inc.
15 Oregon Avenue
Philadelphia, PA 19148

Gary M. Tocci, Esquire
Jackson Lewis, P.C.
Three Parkway
1601 Cherry Street, Suite 1350
Philadelphia, PA 19102

(b) (6), (b) (7)(C)

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

APPEAL FORM

To: General Counsel
Attn: Office of Appeals
National Labor Relations Board
1015 Half Street SE
Washington, DC 20570-0001

Date:

Please be advised that an appeal is hereby taken to the General Counsel of the National Labor Relations Board from the action of the Regional Director in refusing to issue a complaint on the charge in

United Parcel Service Inc, (UPS)

Case Name(s).

04-CA-288633

Case No(s). *(If more than one case number, include all case numbers in which appeal is taken.)*

(Signature)

E-FILING TO APPEALS

1. **Extension of Time**: This document is used when the Charging Party is asking for more time to efile an Appeal.

    - If an Extension of Time is e-filed, and there are additional documents to be e-filed simultaneously with it, please e-file those documents under the selection **Correspondence**.
    - After an Extension of Time has already been e-filed, any **additional** materials to add to the Extension of Time should be e-filed under **Correspondence**.

2. **File an Appeal**: If the Charging Party does not agree with the Region's decision on the case, an Appeal can be e-filed.

    - Only **one** (**1**) **Appeal** can be e-filed to each determination in the Region's decision letter that is received.
    - After an Appeal has been e-filed, any **additional** materials to add to the Appeal should be e-filed under **Correspondence**.

3. **Notice of Appearance**: Either party can e-file a Notice of Appearance if there is a new counsel representing one side or a different counsel.

    - This document is only e-filed with the Office of Appeals after a decision has been made by the Region.
    - This document can be e-filed **before** an Appeal is e-filed.

4. **Correspondence**: Parties will **select** Correspondence when adding documents or supplementing the Appeal or Extension of Time.

    - Correspondence is used to e-file documents **after** an **Extension of Time, Appeal** or **Notice of Appearance** has been e-filed.

5. **Position Statement**: The Charging Party or Charged Party may e-file a Position Statement.

    - The Charging Party will e-file this document as a supplement of the Appeal.
    - The Charged Party will specifically file one to support the Region's decision.
    - This document should be e-filed **after** an **Extension of Time, Appeal** or **Notice of Appearance** has been e-filed.

6. **Withdrawal Request**: If the Charging Party decides to no longer pursue their appeal, he/she can e-file a Withdrawal Request to the Office of Appeals.

    - This document should be e-Filed **after** an **Extension of Time, Appeal** or **Notice of Appearance** has been e-filed.

7. The selections of **Evidence** or **Other** should no longer be used.

INTERNET
FORM NLRB-508
(2-08)

FORM EXEMPT UNDER 44 U.S.C 3512

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

CHARGE AGAINST LABOR ORGANIZATION OR ITS AGENTS

DO NOT WRITE IN THIS SPACE	
Case 04-CB-281439	Date Filed 8-17-21

INSTRUCTIONS: File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. LABOR ORGANIZATION OR ITS AGENTS AGAINST WHICH CHARGE IS BROUGHT

a. Name
Local 623 Union, International Brotherhood of Teamsters, (IBT)

b. Union Representative to contact
(b) (6), (b) (7)(C)
Title: Union (b) (6), (b) (7)(C)

c. Address *(Street, city, state, and ZIP code)*
4369 Richmond Street
PA Philidelphia 19137

d. Tel. No.
(215) 289-0580

e. Cell No.

f. Fax No.

g. e-Mail
(b) (6), (b) (7)(C) teamsterslocal623.org

h. The above-named organization(s) or its agents has *(have)* engaged in and is *(are)* engaging in unfair labor practices within the meaning of section 8(b), subsection(s) *(list subsections)* (1)(A)____ ____ ____ ____ ____ ____ ____ ____ of the National Labor Relations Act, and these unfair labor practices are unfair practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2. Basis of the Charge *(set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)*

--See additional page--

3. Name of Employer
United Parcel Service Inc., UPS

4a. Tel. No.
(404) 828-7747

b. Cell No.

c. Fax No.
(404) 828-6912

d. e-Mail

5. Location of plant involved *(street, city, state and ZIP code)*
155 Oregon Avenue
PA Philidelphia 19145

6. Employer representative to contact
Kenyh Mason
Title: Mananger

7. Type of establishment *(factory, mine, wholesaler, etc.)*

8. Identify principal product or service

9. Number of workers employed

10. Full name of party filing charge
(b) (6), (b) (7)(C)

11a. Tel. No.
(b) (6), (b) (7)(C)

b. Cell No.
(b) (6), (b) (7)(C)

c. Fax No.

d. e-Mail
(b) (6), (b) (7)(C)

11. Address of party filing charge *(street, city, state and ZIP code.)*
(b) (6), (b) (7)(C)

12. DECLARATION

I declare that I have read the above charge and that the statements therein are true to the best of my knowledge and belief.

By _____ *(signature of representative or person making charge)*

Bennie Smith Jr. *(Print/type name and title or office, if any)*

Title: Advocate

Address 1115 Broadway, 12th Floor
New York NY 10010

(date) 08/16/2021 10:35:39 PM

Tel. No.
(877) 269-3095

Cell No.
(718) 637-0369

Fax No.
(877) 269-3099

e-Mail
bennie.smithjr@aol.com

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

Basis of the Charge

8(b)(1)(A)

Within the previous six months, the above-named labor organization has restrained and coerced employees in the exercise of rights protected by Section 7 of the Act by refusing to process the Charging Party's grievance for arbitrary or discriminatory reasons or in bad faith.

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 4
100 E Penn Square
Suite 403
Philadelphia, PA 19107

Agency Website: www.nlrb.gov
Telephone: (215)597-7601
Fax: (215)597-7658

Download
NLRB
Mobile App

August 17, 2021

(b) (6), (b) (7)(C), Union (b) (6), (b) (7)(C)
Local 623 Union, International Brotherhood of Teamsters, (IBT)
4369 Richmond Street
Philidelphia, PA 19137

Re: Teamsters Local 623 (United Parcel Service)
Case 04-CB-281439

Dear (b) (6), (b) (7)(C)

Enclosed is a copy of a charge that has been filed in this case. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

Investigator: This charge is being investigated by Field Attorney EDWARD J. BONETT whose telephone number is (215)597-9619. If this Board agent is not available, you may contact Supervisory Attorney NOELLE M. REESE whose telephone number is (215)597-0729.

Right to Representation: You have the right to be represented by an attorney or other representative in any proceeding before us. If you choose to be represented, your representative must notify us in writing of this fact as soon as possible by completing Form NLRB-4701, Notice of Appearance. This form is available on our website, www.nlrb.gov, or from an NLRB office upon your request.

If you are contacted by someone about representing you in this case, please be assured that no organization or person seeking your business has any "inside knowledge" or favored relationship with the National Labor Relations Board. Their knowledge regarding this proceeding was only obtained through access to information that must be made available to any member of the public under the Freedom of Information Act.

Presentation of Your Evidence: We seek prompt resolutions of labor disputes. Therefore, I urge you or your representative to submit a complete written account of the facts and a statement of your position with respect to the allegations set forth in the charge as soon as possible. If the Board agent later asks for more evidence, I strongly urge you or your representative to cooperate fully by promptly presenting all evidence relevant to the investigation. In this way, the case can be fully investigated more quickly.

Full and complete cooperation includes providing witnesses to give sworn affidavits to a Board agent, and providing all relevant documentary evidence requested by the Board agent. Sending us your written account of the facts and a statement of your position is not enough to be considered full and complete cooperation. A refusal to fully cooperate during the investigation might cause a case to be litigated unnecessarily.

We will not honor requests to limit our use of position statements or evidence. Specifically, any material you submit may be introduced as evidence at a hearing before an administrative law judge regardless of claims of confidentiality. However, certain evidence produced at a hearing may be protected from public disclosure by demonstrated claims of confidentiality.

Further, the Freedom of Information Act may require that we disclose position statements or evidence in closed cases upon request, unless an exemption applies, such as those protecting confidential financial information or personal privacy interests.

Preservation of all Potential Evidence: Please be mindful of your obligation to preserve all relevant documents and electronically stored information (ESI) in this case, and to take all steps necessary to avoid the inadvertent loss of information in your possession, custody or control. Relevant information includes, but is not limited to, paper documents and all ESI (e.g. SMS text messages, electronic documents, emails, and any data created by proprietary software tools) related to the above-captioned case.

Prohibition on Recording Affidavit Interviews: It is the policy of the General Counsel to prohibit affiants from recording the interview conducted by Board agents when subscribing Agency affidavits. Such recordings may impede the Agency's ability to safeguard the confidentiality of the affidavit itself, protect the privacy of the affiant and potentially compromise the integrity of the Region's investigation.

Correspondence: All documents submitted to the Region regarding your case MUST be filed through the Agency's website, www.nlrb.gov. This includes all formal pleadings, briefs, as well as affidavits, documentary evidence, and position statements. The Agency requests all evidence submitted electronically to be in the form it is normally used and maintained in the course of business (i.e., native format). Where evidence submitted electronically is not in native format, it should be submitted in a manner that retains the essential functionality of the native format (i.e., in a machine-readable and searchable electronic format).

If you have questions about the submission of evidence or expect to deliver a large quantity of electronic records, please promptly contact the Board agent investigating the charge. If you cannot e-file your documents, you must provide a statement explaining why you do not have access to the means for filing electronically or why filing electronically would impose an undue burden.

In addition, this Region will be issuing case-related correspondence and documents, including complaints, compliance specifications, dismissal letters, deferral letters, and

withdrawal letters, electronically to the email address you provide. Please ensure that you receive important case-related correspondence, please ensure that the Board Agent assigned to your case has your preferred email address. These steps will ensure that you receive correspondence faster and at a significantly lower cost to the taxpayer. If there is some reason you are unable to receive correspondence via email, please contact the agent assigned to your case to discuss the circumstances that prevent you from using email.

Information about the Agency, the procedures we follow in unfair labor practice cases and our customer service standards is available on our website, www.nlrb.gov or from an NLRB office upon your request. NLRB Form 4541 offers information that is helpful to parties involved in an investigation of an unfair labor practice charge.

We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,

Thomas Goonan
Regional Director

Enclosure: Copy of Charge

UNITED STATES OF AMERICA

BEFORE THE NATIONAL LABOR RELATIONS BOARD

TEAMSTERS LOCAL 623 (UNITED PARCEL SERVICE) Charged Party and (b) (6), (b) (7)(C) Charging Party	**Case 04-CB-281439**

AFFIDAVIT OF SERVICE OF CHARGE AGAINST LABOR ORGANIZATION

I, the undersigned employee of the National Labor Relations Board, state under oath that on August 17, 2021, I served the above-entitled document(s) by post-paid regular mail upon the following persons, addressed to them at the following addresses:

(b) (6), (b) (7)(C), Union (b) (6), (b) (7)(C)
(b) (6), (b) (7)(C)
Local 623 Union, International Brotherhood
of Teamsters, (IBT)
4369 Richmond Street
Philadelphia, PA 19137

August 17, 2021
Date

Janet Jackson, Designated Agent of NLRB
Name

/s/ Janet Jackson
Signature

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 4
100 E Penn Square
Suite 403
Philadelphia, PA 19107

Agency Website: www.nlrb.gov
Telephone: (215)597-7601
Fax: (215)597-7658

Download
NLRB
Mobile App

August 17, 2021

(b) (6), (b) (7)(C), UPS (b) (6), (b) (7)(C)
(b) (6), (b) (7)(C)

Re: Teamsters Local 623 (United Parcel Service)
Case 04-CB-281439

Dear (b) (6), (b) (7)(C)

The charge that you filed in this case on August 17, 2021 has been docketed as case number 04-CB-281439. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

Investigator: This charge is being investigated by Field Attorney EDWARD J. BONETT whose telephone number is (215)597-9619. If this Board agent is not available, you may contact Supervisory Attorney NOELLE M. REESE whose telephone number is (215)597-0729.

Right to Representation: You have the right to be represented by an attorney or other representative in any proceeding before us. If you choose to be represented, your representative must notify us in writing of this fact as soon as possible by completing *Form NLRB-4701, Notice of Appearance*. This form is available on our website, www.nlrb.gov, or from an NLRB office upon your request.

If you are contacted by someone about representing you in this case, please be assured that no organization or person seeking your business has any "inside knowledge" or favored relationship with the National Labor Relations Board. Their knowledge regarding this proceeding was only obtained through access to information that must be made available to any member of the public under the Freedom of Information Act.

Presentation of Your Evidence: As the party who filed the charge in this case, it is your responsibility to meet with the Board agent to provide a sworn affidavit, or provide other witnesses to provide sworn affidavits, and to provide relevant documents within your possession. Because we seek to resolve labor disputes promptly, you should be ready to promptly present your affidavit(s) and other evidence. If you have not yet scheduled a date and time for the Board agent to take your affidavit, please contact the Board agent to schedule the affidavit(s). If you

fail to cooperate in promptly presenting your evidence, your charge may be dismissed without investigation.

Preservation of all Potential Evidence: Please be mindful of your obligation to preserve all relevant documents and electronically stored information (ESI) in this case, and to take all steps necessary to avoid the inadvertent loss of information in your possession, custody or control. Relevant information includes, but is not limited to, paper documents and all ESI (e.g. SMS text messages, electronic documents, emails, and any data created by proprietary software tools) related to the above-captioned case.

Prohibition on Recording Affidavit Interviews: It is the policy of the General Counsel to prohibit affiants from recording the interview conducted by Board agents when subscribing Agency affidavits. Such recordings may impede the Agency's ability to safeguard the confidentiality of the affidavit itself, protect the privacy of the affiant and potentially compromise the integrity of the Region's investigation.

Correspondence: All documents submitted to the Region regarding your case MUST be filed through the Agency's website, www.nlrb.gov. This includes all formal pleadings, briefs, as well as affidavits, documentary evidence, and position statements. The Agency requests all evidence submitted electronically to be in the form it is normally used and maintained in the course of business (i.e., native format). Where evidence submitted electronically is not in native format, it should be submitted in a manner that retains the essential functionality of the native format (i.e., in a machine-readable and searchable electronic format).

If you have questions about the submission of evidence or expect to deliver a large quantity of electronic records, please promptly contact the Board agent investigating the charge. If you cannot e-file your documents, you must provide a statement explaining why you do not have access to the means for filing electronically or why filing electronically would impose an undue burden.

In addition, this Region will be issuing case-related correspondence and documents, including complaints, compliance specifications, dismissal letters, deferral letters, and withdrawal letters, electronically to the email address you provide. Please ensure that you receive important case-related correspondence, please ensure that the Board Agent assigned to your case has your preferred email address. These steps will ensure that you receive correspondence faster and at a significantly lower cost to the taxpayer. If there is some reason you are unable to receive correspondence via email, please contact the agent assigned to your case to discuss the circumstances that prevent you from using email.

Information about the Agency, the procedures we follow in unfair labor practice cases and our customer service standards is available on our website, www.nlrb.gov or from an NLRB office upon your request. *NLRB Form 4541, Investigative Procedures* offers information that is helpful to parties involved in an investigation of an unfair labor practice charge.

We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,

Thomas Goonan
Regional Director

cc: Bennie Smith, Advocate
Administrative Assistant 4-U
1115 Broadway, 12th Floor
New York, NY 10010

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 4
100 E Penn Square
Suite 403
Philadelphia, PA 19107

Agency Website: www.nlrb.gov
Telephone: (215)597-7601
Fax: (215)597-7658

Download
NLRB
Mobile App

August 17, 2021

Kenyh Mason, Mananger
United Parcel Service Inc., UPS
155 Oregon Avenue
Philadelphia, PA 19145

Re: Teamsters Local 623 (United Parcel Service)
Case 04-CB-281439

Dear Mr. Mason:

Enclosed is a copy of a charge that has been filed in this case. Although this charge is not filed against you, it is necessary for us to obtain information from you to determine whether we have jurisdiction over this case. In the future we may also need to obtain evidence from you concerning the merits of the charge. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

Investigator: This charge is being investigated by Field Attorney EDWARD J. BONETT whose telephone number is (215)597-9619. If this Board agent is not available, you may contact Supervisory Attorney NOELLE M. REESE whose telephone number is (215)597-0729.

Right to Representation: You have the right to be represented by an attorney or other representative in any proceeding before us. If you choose to be represented, your representative must notify us in writing of this fact as soon as possible by completing *Form NLRB-4701, Notice of Appearance*. This form is available on our website, www.nlrb.gov, or from an NLRB office upon your request.

If you are contacted by someone about representing you in this case, please be assured that no organization or person seeking your business has any "inside knowledge" or favored relationship with the National Labor Relations Board. Their knowledge regarding this proceeding was only obtained through access to information that must be made available to any member of the public under the Freedom of Information Act.

Presentation of Your Evidence: We seek prompt resolutions of labor disputes. Therefore, I urge you or your representative to submit the enclosed Commerce Questionnaire to enable us to determine whether the NLRB has jurisdiction over this dispute. If you recently

submitted this information in another case, or if you need assistance completing the form, please contact the Board agent.

If, during the investigation of this matter, the Board agent asks for evidence, I strongly urge you or your representative to promptly present all evidence relevant to the investigation. In this way, the case may be fully investigated more quickly.

We will not honor requests to limit our use of position statements or evidence. Specifically, any material you submit may be introduced as evidence at a hearing before an administrative law judge regardless of claims of confidentiality. However, certain evidence produced at a hearing may be protected from public disclosure by demonstrated claims of confidentiality.

Further, the Freedom of Information Act may require that we disclose position statements or evidence in closed cases upon request, unless an exemption applies, such as those protecting confidential financial information or personal privacy interests.

Preservation of all Potential Evidence: Please be mindful of your obligation to preserve all relevant documents and electronically stored information (ESI) in this case, and to take all steps necessary to avoid the inadvertent loss of information in your possession, custody or control. Relevant information includes, but is not limited to, paper documents and all ESI (e.g. SMS text messages, electronic documents, emails, and any data created by proprietary software tools) related to the above-captioned case.

Prohibition on Recording Affidavit Interviews: It is the policy of the General Counsel to prohibit affiants from recording the interview conducted by Board agents when subscribing Agency affidavits. Such recordings may impede the Agency's ability to safeguard the confidentiality of the affidavit itself, protect the privacy of the affiant and potentially compromise the integrity of the Region's investigation.

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If you have questions about the submission of evidence or expect to deliver a large quantity of electronic records, please promptly contact the Board agent investigating the charge. If you cannot e-file your documents, you must provide a statement explaining why you do not have access to the means for filing electronically or why filing electronically would impose an undue burden.

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Information about the Agency, the procedures we follow in unfair labor practice cases and our customer service standards is available on our website, www.nlrb.gov or from an NLRB office upon your request. *NLRB Form 4541, Investigative Procedures* offers information that is helpful to parties involved in an investigation of an unfair labor practice charge.

We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,

Thomas Goonan
Regional Director

Enclosures
1. Copy of Charge
2. Commerce Questionnaire

FORM NLRB-5081
(3-11)

NATIONAL LABOR RELATIONS BOARD

QUESTIONNAIRE ON COMMERCE INFORMATION

Please read carefully, answer all applicable items, and return to the NLRB Office. If additional space is required, please add a page and identify item number.

CASE NAME	CASE NUMBER
	04-CB-281439

1. EXACT LEGAL TITLE OF ENTITY (As filed with State and/or stated in legal documents forming entity)

2. TYPE OF ENTITY

[ ] CORPORATION [ ] LLC [ ] LLP [ ] PARTNERSHIP [ ] SOLE PROPRIETORSHIP [ ] OTHER (Specify)

3. IF A CORPORATION or LLC

A. STATE OF INCORPORATION OR FORMATION	B. NAME, ADDRESS, AND RELATIONSHIP (e.g. parent, subsidiary) OF ALL RELATED ENTITIES

4. IF AN LLC OR ANY TYPE OF PARTNERSHIP, FULL NAME AND ADDRESS OF ALL MEMBERS OR PARTNERS

5. IF A SOLE PROPRIETORSHIP, FULL NAME AND ADDRESS OF PROPRIETOR

6. BRIEFLY DESCRIBE THE NATURE OF YOUR OPERATIONS *(Products handled or manufactured, or nature of services performed).*

7A. PRINCIPAL LOCATION:	7B. BRANCH LOCATIONS:

8. NUMBER OF PEOPLE PRESENTLY EMPLOYED

A. TOTAL:	B. AT THE ADDRESS INVOLVED IN THIS MATTER:

9. DURING THE MOST RECENT *(Check the appropriate box):* [ ] **CALENDAR** [ ] **12 MONTHS** or [ ] **FISCAL YEAR** *(FY DATES _____)*

	YES	NO
A. Did you **provide services** valued in excess of $50,000 directly to customers outside your State? If no, indicate actual value. $_____		
B. If you answered no to 9A, did you **provide services** valued in excess of $50,000 to customers in your State who purchased goods valued in excess of $50,000 from directly outside your State? If no, indicate the value of any such services you provided. $_____		
C. If you answered no to 9A and 9B, did you **provide services** valued in excess of $50,000 to public utilities, transit systems, newspapers, health care institutions, broadcasting stations, commercial buildings, educational institutions, or retail concerns? If less than $50,000, indicate amount. $_____		
D. Did you **sell goods** valued in excess of $50,000 directly to customers located outside your State? If less than $50,000, indicate amount. $_____		
E. If you answered no to 9D, did you **sell goods** valued in excess of $50,000 directly to customers located inside your State who purchased other goods valued in excess of $50,000 from directly outside your State? If less than $50,000, indicate amount. $_____		
F. Did you **purchase and receive goods** valued in excess of $50,000 from directly outside your State? If less than $50,000, indicate amount. $_____		
G. Did you **purchase and receive goods** valued in excess of $50,000 from enterprises who received the goods directly from points outside your State? If less than $50,000, indicate amount. $_____		
H. **Gross Revenues** from all sales or performance of services ***(Check the largest amount)*** [ ] $100,000 [ ] $250,000 [ ] $500,000 [ ] $1,000,000 or more If less than $100,000, indicate amount.		
I. **Did you begin operations within the last 12 months?** If yes, specify date: _____		

10. ARE YOU A MEMBER OF AN ASSOCIATION OR OTHER EMPLOYER GROUP THAT ENGAGES IN COLLECTIVE BARGAINING?

[ ] YES [ ] NO *(If yes, name and address of association or group).*

11. REPRESENTATIVE BEST QUALIFIED TO GIVE FURTHER INFORMATION ABOUT YOUR OPERATIONS

NAME	TITLE	E-MAIL ADDRESS	TEL. NUMBER

12. AUTHORIZED REPRESENTATIVE COMPLETING THIS QUESTIONNAIRE

NAME AND TITLE *(Type or Print)*	SIGNATURE	E-MAIL ADDRESS	DATE

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing representation and/or unfair labor practice proceedings and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary. However, failure to supply the information may cause the NLRB to refuse to process any further a representation or unfair labor practice case, or may cause the NLRB to issue you a subpoena and seek enforcement of the subpoena in federal court.

FORM NLRB-4701
(9-03)

NATIONAL LABOR RELATIONS BOARD

NOTICE OF APPEARANCE

(b) (6), (b) (7)(C)

and

Teamsters Local 623

CASE 04-CB-281439

☒ REGIONAL DIRECTOR

☐ EXECUTIVE SECRETARY
NATIONAL LABOR RELATIONS BOARD
Washington, DC 20570

☐ GENERAL COUNSEL
NATIONAL LABOR RELATIONS BOARD
Washington, DC 20570

THE UNDERSIGNED HEREBY ENTERS APPEARANCE AS REPRESENTATIVE OF Teamsters Local 623

IN THE ABOVE-CAPTIONED MATTER.

CHECK THE APPROPRIATE BOX(ES) BELOW:

☒ REPRESENTATIVE IS AN ATTORNEY

☒ IF REPRESENTATIVE IS AN ATTORNEY, IN ORDER TO ENSURE THAT THE PARTY MAY RECEIVE COPIES OF CERTAIN DOCUMENTS OR CORRESPONDENCE FROM THE AGENCY IN ADDITION TO THOSE DESCRIBED BELOW, THIS BOX MUST BE CHECKED. IF THIS BOX IS NOT CHECKED, THE PARTY WILL RECEIVE ONLY COPIES OF CERTAIN DOCUMENTS SUCH AS CHARGES, PETITIONS AND FORMAL DOCUMENTS AS DESCRIBED IN SEC. 11842.3 OF THE CASEHANDLING MANUAL.

(REPRESENTATIVE INFORMATION)

NAME: Vlad Kachka, Spear Wilderman, PC

MAILING ADDRESS: 230 S. Broad Street, 14th Floor, Philadelphia, PA 19102

E-MAIL ADDRESS: vkachka@spearwilderman.com

OFFICE TELEPHONE NUMBER:

CELL PHONE NUMBER: 215-220-3295 *FAX:*

SIGNATURE: Vlad
(Please sign in ink.)

DATE: Aug 30, 2021

[1] IF CASE IS PENDING IN WASHINGTON AND NOTICE OF APPEARANCE IS SENT TO THE GENERAL COUNSEL OR THE EXECUTIVE SECRETARY, A COPY SHOULD BE SENT TO THE REGIONAL DIRECTOR OF THE REGION IN WHICH THE CASE WAS FILED SO THAT THOSE RECORDS WILL REFLECT THE APPEARANCE.

FORM NLRB-4701
(9-03)

NATIONAL LABOR RELATIONS BOARD

NOTICE OF APPEARANCE

(b) (6), (b) (7)(C)

and

Teamsters Local 623

CASE 04-CB-281439

☒ REGIONAL DIRECTOR

☐ EXECUTIVE SECRETARY
NATIONAL LABOR RELATIONS BOARD
Washington, DC 20570

☐ GENERAL COUNSEL
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From: Bennie Smith Jr
To: Bonett Jr., Edward J.
Subject: Case Number 04-CB-281439
Date: Thursday, September 2, 2021 5:44:48 PM
Attachments: Local 623 (1).pdf

Part 1

Atlantic Area Parcel Grievance Committee
Local 623 vs UPS
Case: (b) (6), (b) (7)(C)
Grievant: (b) (6), (b) (7)(C)

To the committee :

(b) (6), (b) (7)(C) is a (b) (6), (b) (7)(C) out of Mount Airy center in the Oregon Avenue facility. (b) (6), (b) (7)(C) has a (b) (6), (b) (7)(C) seniority date of (b) (6), (b) (7)(C) and a (b) (6), (b) (7)(C) seniority date of (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) was unjustly discharged on (b) (6), (b) (7)(C) 2021, and immediately removed from payroll. (b) (6), (b) (7)(C) was discharged for dishonesty, (b) (6), (b) (7)(C) (b) (6), (b) (7)(C). We are here before you today to say tha (b) (6), (b) (7)(C) was not dishonest and (b) (6), did not (b) (6), (b) (7)(C) on (b) (6), (b) (7)(C) 2020. In fact, the Local Union will show the panel today that there is no possible way that this (b) (6), (b) (7)(C) even could've happened.

UNION EXHIBIT 1 - Discharge Letter

The Local Union filed a proper and timely grievance on (b) (6), (b) (7)(C) 2021.

UNION EXHIBIT 2 - Copy of Grievance #(b) (6), (b) (7)(C)

UNION EXHIBIT 3 - COPY OF ARTICLE 51 LOCAL 623 SUPPLEMENTAL AGREEMENT

(b) (6), (b) (7)(C) can best explain this incident and has provided a statement on (b) (6), behalf.

UNION EXHIBIT 4 - Copy of (b) (6), (b) (7)(C) Statement

On the day of the alleged (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) had (b) (6), (b) (7)(C) with (b) (6), the whole day. (b) (6), (b) (7)(C) name was (b) (6), (b) (7)(C) and (b) (6), is still currently employed with Ups as a (b) (6), (b) (7)(C) at the Oregon Ave facility. (b) (6), (b) (7)(C) was sitting in the (b) (6), (b) (7)(C) at the time of the alleged (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) would be able to confirm or deny any contact with any vehicles. (b) (6), (b) (6), (b) (7)(C) has provided a statement in support of (b) (6), (b) (7)(C) denial of any (b) (6), (b) (7)(C) occurring on (b) (6), (b) (7)(C),2020.

UNION EXHIBIT 5 - Copy of (b) (6), (b) (7)(C) Statement

The street where this alleged (b) (6), (b) (7)(C) occurred is a one-way street in the city of Philadelphia. The alleged (b) (6), (b) (7)(C) (b) (6), (b) (7)(C). The (b) (6), (b) (7)(C). It is the Union's belief that it would be impossible for (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) [redacted] The answer is simple, it did not happen. In fact, the company did zero investigation on this incident at all. No (b) (6), (b) (7)(C) was brought out to the scene to compare the damage heights of the vehicles. In fact, no measurements were taken at all. It is the Local Union's belief that if a proper investigation was done by the Company, [redacted] would have been exonerated from the beginning.

UNION EXHIBIT 6A- 6H - Pictures of UPS P800 package car with a tape measure
UNION EXHIBIT 7a-7h - Pictures of alleged damage on the vehicle with a tape measure
UNION EXHIBIT 8 - Picture of (b) (6), (b) (7)(C).

The company did not do a proper investigation of this alleged (b) (6), (b) (7)(C) The package car was never brought out to the vehicle that was damaged to see if any of the scratches or dents lined up. I am no (b) (6), (b) (7)(C) investigator by any means, but even I can see that there is no possible way that [redacted] package car hit that (b) (6), (b) (7)(C). The company never spoke to (b) (6), (b) (7)(C) [redacted] who was also on the package car that night. (b) (6), (b) (7)(C) gave [redacted] information to the customer immediately and the customer even told (b) (6), (b) (7)(C) that [redacted] did not do that damage. A couple of days later the customer sees UPS as a dollar sign and contacts (b) (6), (b) (7)(C) about following through with reporting the (b) (6), (b) (7)(C) [redacted] was trying to diffuse the situation with the customer and was in contact with them from the beginning. At no time was the grievant dishonest with the company and at no time did (b) (6), (b) (7)(C) package car (b) (6), (b) (7)(C) [redacted] We are here today asking this panel to put (b) (6), (b) (7)(C) back to work immediately and made whole in every way.

Respectfully submitted,

(b) (6), (b) (7)(C)

Point of Order
AAPGC case (b) (6), (b) (7)(C)
Discharge of (b) (6), (b) (7)(C)

The Local Union would like to call a point of order on the discharge case (b) (6), (b) (7)(C)
The point of order is on the timeliness of the discharge. The company was made aware of the alleged (b) (6), (b) (7)(C) on (b) (6), (b) (7)(C) 2020, and discussed the incident with the grievant on (b) (6), (b) (7)(C) 2020. The alleged incident happened on (b) (6), (b) (7)(C) 2020 and the grievant was discharged on (b) (6), (b) (7)(C) 2021. The grievant was brought in the office on (b) (6), (b) (7)(C)2020 with Mt Airy (b) (6), (b) (7)(C) and asked about the alleged (b) (6), (b) (7)(C) and the grievant denied having an (b) (6), (b) (7)(C) at that time. At this time the company is on the clock to do its proper investigation. In Article 18 Section 3 of the Master CBA, the Company has 20 days to investigate an (b) (6), (b) (7)(C) and 10 days to issue discipline.

UNION EXHIBIT 1 - Article 18 - National Master Agreement

The Company will tell you (b) (6), was discharged for an act of dishonesty. The Union is pointing out that the discharge letter reads dishonesty, particularly not reporting (b) (6), (b) (7)(C) . (b) (6), (b) (7)(C) was not dishonest in any of (b) (6), statements with management. (b) (6), (b) (7)(C) denied (b) (6), (b) (7)(C) on (b) (6), (b) (7)(C) 2020, and is just as adamant today.

UNION EXHIBIT 2 - Discharge Letter

The company started its investigation of this alleged (b) (6), (b) (7)(C) on (b) (6), (b) (7)(C)/2020. This is backed by the company's own statement from (b) (6), (b) (7)(C) UPS (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)

UNION EXHIBIT 3 - Statement of (b) (6), (b) (7)(C) UPS (b) (6), (b) (7)(C)

The Company first addressed this alleged (b) (6), (b) (7)(C) with (b) (6), (b) (7)(C) on (b) (6), (b) (7)(C) 2020. This is backed by the statement of (b) (6), (b) (7)(C)

UNION EXHIBIT 4 - Statement of Mt Airy (b) (6), (b) (7)(C)

The Company has twenty days to investigate an (b) (6), (b) (7)(C) and ten days to issue discipline. As per the company's own statement, the investigation started on (b) (6), (b) (7)(C) 2020. If the company started the investigation on (b) (6), (b) (7)(C) and

then subsequently discharged (b) (6), (b) (7)(C) on (b) (6), (b) (7)(C), 2021 then the company did not issue the discipline within the 30-day time limit.

UNION EXHIBIT 5 - Monthly (b) (6), (b) (7)(C) 2020 and (b) (6), (b) (7)(C) 2021 Calendars

To the committee, Article 18 is clear on the timeliness of a proper (b) (6), (b) (7)(C) investigation and by the Union's exhibits, we are asking this panel to put (b) (6), (b) (7)(C) back to work immediately and made whole in every way.

Respectfully submitted,
(b) (6), (b) (7)(C)

United Parcel Service
15 Oregon Avenue
Philadelphia, PA 19148

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) 2021

Cert.# (b) (6), (b) (7)(C)
Employee # (b) (6), (b) (7)(C)

Dear (b) (6), (b) (7)(C)

On (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) 2021, a meeting was held with you. Union (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) and Mt Airy Center (b) (6), (b) (7)(C) . Discussed was your act of dishonesty, particularly (b) (6), (b) (7)(C) .

You have committed in the past that you would follow proper company methods, procedures and instructions: yet you continue to fail to follow your supervisor's instructions, specifically reporting (b) (6), (b) (7)(C) immediately. As a result of your actions you have been discharged.

This is an Official Discharge Notice as outlined in the current labor agreement between UPS and I.B.T., Local 623.

Sincerely,
UPS, Inc.
(b) (6), (b) (7)(C)

Local# 0623
Cert.# (b) (6), (b) (7)(C)
(b) (6), (b) (7)(C)
Center File

UNION EXHIBIT #1

(b) (6), (b) (7)(C) (b) (6), (b) (7)(C)/2020 (b) (6), (b) (7)(C) timeline

(b) (6), (b) (7)(C)/2020

-(b) (6), (b) (7)(C) by Liberty Mutual and began investigation

-I left a message on the phone number listed as our (b) (6), (b) (7)(C) that was given to us by the claimant with no response.

-I reached out for IE for delivery records for (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)/2020

– I received a list of deliveries near the address in question.

-An email was sent to (b) (6), (b) (7)(C) detailing all the information relating to the alleged (b) (6), (b) (7)(C).

- I spoke to (b) (6), (b) (7)(C) about this incident and (b) (6), (b) confirmed the phone number that I called the previous day is the one (b) (6), (b) has listed for (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)/2020

-After some discussion with (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) was not entered yet as there was a question with the package car number listed on the report from Liberty Mutual and the package car number in the delivery records.

-I reached out for Liberty Mutual to clarify the package car number with the claimant.

(b) (6), (b) (7)(C)/2021

-I received an email from the claim specialist at Liberty Mutual with information from the claimant showing a text message from (b) (6), (b) (7)(C) to the claimant and a picture of the insurance card from the package car involved in the incident. The package car number written on the insurance card matched the package car number that (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) on the day of the incident.

(b) (6), (b) (7)(C)/2021

-Now that all information lined up a claim was entered into GSHRMIS.

(b) (6), (b) (7)(C)

UPS (b) (6), (b) (7)(C)

East Region, Chesapeake District

UNION EXHIBIT #7

GRIEVANCE FORM

№ (b) (6), (b) (7)(C)

TEAMSTERS LOCAL UNION NO. 623
4369 RICHMOND STREET
PHILADELPHIA, PA 19137
TEL. #215-289-0580 FAX: #215-289-0645

PLEASE PRINT

GRIEVANT (b) (6), (b) (7)(C) EMPLOYER UPS

HOME ADD. (b) (6), (b) (7)(C) SENIORITY DATE (b) (6), (b) (7)(C)

CITY (b) (6), (b) (7)(C) CLASSIFICATION (b) (6), (b) (7)(C)

ZIP (b) (6), (b) (7)(C) HOME PH.# WORK AREA (b)

CONTRACT VIOLATION

DATE OF VIOLATION (b) (6), (b) (7)(C) 2024 ARTICLE No. 51 SECTION

This grievance is filed under the above article(s) and all applicable articles ALL THAT A

DATE GRIEVANCE SUBMITTED (b) (6), (b) (7)(C) 2024 SUBMITTED TO (SUPV./MGR. (b) (6), (b) (7)(C)

NATURE OF GRIEVANCE:

UNJUST TERMINATION

ADJUSTMENT REQUESTED: REINSTATE EMPLOYEE TO FULL STATUS WITH ALL SENIORITY AND BENEFITS PAY BACK PAY

GRIEVANT (b) (6), (b) (7)(C) STEWARD (b) (6), (b) (7)(C)

CENTER LEVEL HEARING DATE DISCUSSED WITH

GRIEVANCE WAS SETTLED WITH UNION STEWARD: YES NO

(Include all additional information on stewards investigation fact sheet when grievance is submitted to local union.)

GRIEVANCE SETTLEMENT:

UNION EXHIBIT #2

GRIEVANT UNION REP. COMPANY DATE

WHITE - COMPANY COPY YELLOW - UNION COPY PINK - STEWARD COPY GOLDENROD - GRIEVANT COPY

On (b) (6), (b) (7)(C) I was completing a delivery in the afternoon on the (b) (6), (b) (7)(C) along with (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) I was approaching the end of the street when a resident of the street grabbed the attention of (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) brought it to my attention that the resident was stopping us to question about a parked vehicle. The parked vehicle was a (b) (6), (b) (7)(C) parked on the right side of the Package car where (b) (6), (b) (7)(C) was seated. I immediately parked the vehicle and turned on my hazard lights before addressing the concern of the resident. (b) (6), (b) (7)(C) standing outside of my truck had asked me if I had (b) (6), (b) (7)(C). I asked where (b) (6), (b) (7)(C) lived and proceeded to knock on the door of (b) (6), (b) (7)(C). Upon contact with the customer I asked the owner to observe (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) the day of the delivery. During our conversation (b) (6), (b) (7)(C) clearly stated (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) were already on (b) (6), (b) (7)(C) and also stated don't worry about it that's not you. I assured the customer that if there is (b) (6), (b) (7)(C) that you are claiming that I will immediately report (b) (6), (b) (7)(C) to my (b) (6), (b) (7)(C) Upon confirmation that there (b) (6), (b) (7)(C) I left the customer my name, a copy of the vehicle insurance, my license and personal phone number. I specifically left my phone number in case any video footage were to surface of (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) I repeatedly told the customer that I did not (b) (6), (b) (7)(C) and (b) (6), (b) agreed with me. I then continued about my day. At no point did I (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) and this was confirmed by the customer and (b) (6), (b) (7)(C) I wish that I could go back in time and correct this situation properly but at no point was I dishonest with the company.

Respectfully Submitted

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

COMMONWEALTH OF PENNSYLVANIA - NOTARY SEAL
Clarence Edward Bagby, Notary Public
Philadelphia County
My Commission Expires 10/29/2024
Commission Number 1386069

Clarence Edward Bagby

(b) (6), (b) (7)(C) 21

UNION EXHIBIT #4

To: File

From: (b) (6), (b) (7)(C)

Date: (b) (6), (b) (7)/21

Regarding: (b) (6), (b) (7)(C) Unreported (b) (6), (b) (7)(C)

On (b) (6), (b) (7)(C) 2020 (b) (6), (b) (7)(C) called me around 5:00 p.m. to inform me of (b) (6), (b) (7)(C) that had been reported and called in to Liberty Mutual. The day of the incident was (b) (6), (b) (7)(C) 2020. (b) (6) informed me that the address of the (b) (6), (b) (7)(C) was in my area and involved one of (b) (6), (b) (7)(C) that went unreported. (b) (6) and myself, discussed that (b) (6) had the address where the incident occurred and also a phone number that (b) (6), (b) (7)(C) provided the customer.

While talking to (b) (6), (b) (7)(C) I went through the contact list in my phone to see if I had the phone number that (b) (6), (b) (7)(C) provided. After doing that, I discovered (b) (6), (b) (7)(C) in question was (b) (6), (b) (7)(C). As the conversation ended (b) (6) told me (b) (6) would forward me the email detailing the incident.

The next day, (b) (6), (b) (7)(C) 2020, I asked to speak (b) (6), (b) (7)(C) in my office and asked (b) (6) did (b) (6) have an (b) (6), (b) (7)(C) on (b) (6) at (b) (6), (b) (7)(C) .? (b) (6), (b) (7)(C) replied to me that (b) (6) was not involved in any (b) (6), (b) (7)(C) and didn't know of any damage to any vehicles. I took (b) (6) at (b) (6) word and wasn't sure what to think at this point.

The next day, (b) (6), (b) (7)(C) 2020, I spoke to (b) (6), (b) (7)(C) again with shop steward (b) (6), (b) (7)(C) and again (b) (6), (b) (7)(C) denied (b) (6), (b) (7)(C) or doing damage to any vehicles. I then informed (b) (6), (b) (7)(C) that I needed to investigate this claim. I had my supervisor (b) (6), (b) (7)(C) pull the telematics at this location and (b) (6), (b) (7)(C) was on the (b) (6), (b) (7)(C) at the time of the incident. At this time, I still took (b) (6), (b) (7)(C) at (b) (6) word.

On (b) (6), (b) (7)(C) 2021, I received another email from (b) (6), (b) (7)(C) which showed text messages between (b) (6), (b) (7)(C) and the customer. These text messages showed that (b) (6), (b) (7)(C) was being dishonest with me and the customer about this incident from the start. (b) (6) provided the customer with the insurance card, an improper package car number, and also offered to pay for (b) (6), (b) (7)(C) out of (b) (6) own pocket.

On (b) (6), (b) (7)/2021, a meeting was held where I discharged (b) (6), (b) (7)(C) for dishonesty, for (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)

Subscribed & sworn to before me
this (b) (6), (b) (7) day of (b) (6), (b) (7)(C), 2021
Notary: _____
Commission Ends: 7/3/22

(b) (6), (b) (7)(C)

Mt. Airy (b) (6), (b) (7)(C)

Commonwealth of Pennsylvania - Notary Seal
Benjamin J. Gusch, Notary Public
Philadelphia County
My commission expires July 3, 2022
Commission number 1336734
Member, Pennsylvania Association of Notaries

UNION EXHIBIT #4

(b) (6), (b) (7)(C) - 21

To whom it may Concern my name is (b) (6), (b) (7)(C). I am a (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) facility. On (b) (6), (b) (7)(C) 2020, I was signed as a (b) (6), (b) (7)(C) for (b) (6), (b) (7)(C) At the mountain airy center. During our day, we were delivering (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) As we finished our delivery on that street. (b) (6), (b) (7)(C) got my attention. I told (b) (6), (b) (7)(C) the (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) wanted to talk to (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) got out of the vehicle and talked to (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) believed we (b) (6), (b) (7)(C) the vehicle. (b) (6), (b) (7)(C) Time do I believe, we (b) (6), (b) (7)(C) We checked the (b) (6), (b) (7)(C) and only found old scratch. As my firm believe, the (b) (6), (b) (7)(C) we were driving in (b) (6), (b) (7)(C) a car on the street. (b) (6), (b) (7)(C)

COMMONWEALTH OF PENNSYLVANIA - NOTARY SEAL
Clarence Edward Bagby, Notary Public
Philadelphia County
My Commission Expires 10/29/2024
Commission Number 1386069

Clarence Edward Bagby
9/8/21

UNION EXHIBIT #5

(b) (6), (b) (7)(C)

UNION EXHIBIT #5

(b) (6), (b) (7)(C)

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UNION EXHIBIT #5

TEAMSTERS LOCAL UNION NO. 623

UNITED PARCEL SERVICE AND TRUCK DRIVERS

4369 RICHMOND STREET • PHILADELPHIA, PA 19137 • (215) 289-0580 • FAX: (215) 533-1219

Affiliated with International Brotherhood of Teamsters and Teamsters Joint Council No. 53

[redacted] 2021

[redacted]

Dear [redacted]

This is to advise you that your grievance has been filed with the Atlantic Area Parcel Grievance Committee, which meets on [redacted] 2021 at the Westin Virginia Beach Town Center, 4535 Commerce Street, Virginia Beach, VA 23463 (800) 937-8461.

Grievance Filed: Discharge of [redacted]

If you desire to be present at this meeting, please make the necessary arrangements so that you will be able to attend. Travel and lodging accommodations are the sole responsibility of the member.

If you are going to attend, please notify the Local Union at least five (5) days prior to the date of the meeting.

Fraternally

[redacted]

[redacted]

Certified & 1st Class Mail

[redacted]

SECTION 9 - EXTRA ASSIGNMENTS

Preference shall be given to employees in the order of their seniority to extra work available after the completion of their day's work, provided that such employees are available at such times as the work is assigned and are qualified to perform the work required. In no event may employees displace other employees who have not completed their assignment.

ARTICLE 51 - DISCHARGE OR SUSPENSION

The Employer shall not discharge nor suspend any employee without just cause until the case has been discussed with the Business Agent in person, where practical, except where the provisions of this Article provide for discharge, but in respect to suspension or discharge shall give at least one warning notice of the complaint against such employee to the employee, in writing, and a copy of the same to the Union and Job Steward affected.

The warning notice as herein provided shall not remain in effect for a period of more than nine (9) months from date of said warning notice.

No warning notice need be given to an employee before he is discharged if the cause of such discharge is:

Calling an unauthorized strike or walkout,

Drunkenness, drinking during working hours, (including lunchtime),

Being under the influence of liquor or drugs during working hours,

Illegal possession of drugs,

Proven theft or dishonesty,

A rollaway accident that is a serious accident as defined in Article 18 Section 3,

UNION EXHIBIT #7

From:	Bennie Smith Jr
To:	Bonett Jr., Edward J.
Subject:	Case Number: 04-CB-281439
Date:	Thursday, September 2, 2021 5:44:30 PM
Attachments:	Local 623 (2).pdf Local 623 (3).pdf Article 7 NMA & Article 51 CBA.pdf

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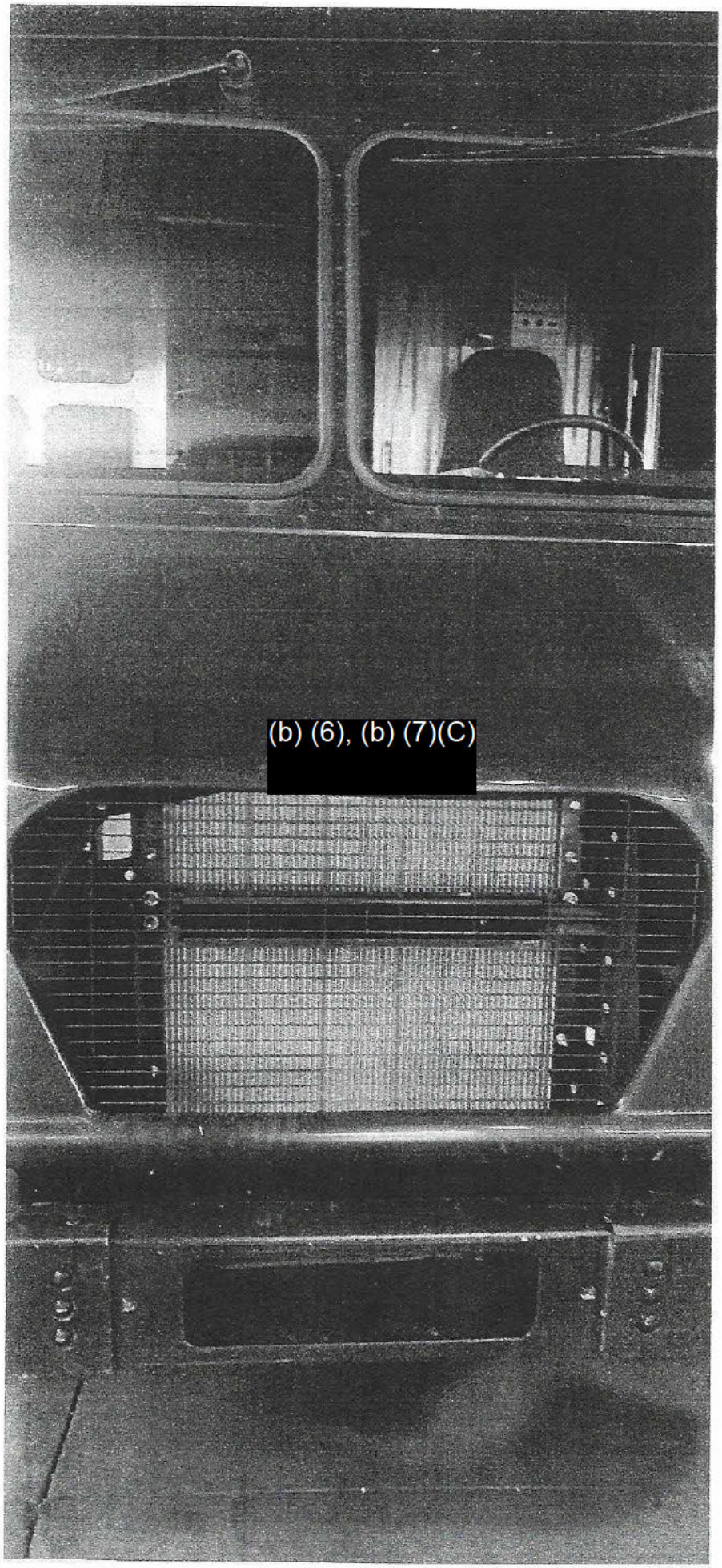
Greetings Mr. Bonett,

I have enclosed parts 2 and 3 of the Unions Opening statement of facts. I'll be including part 1 shortly.

Bennie



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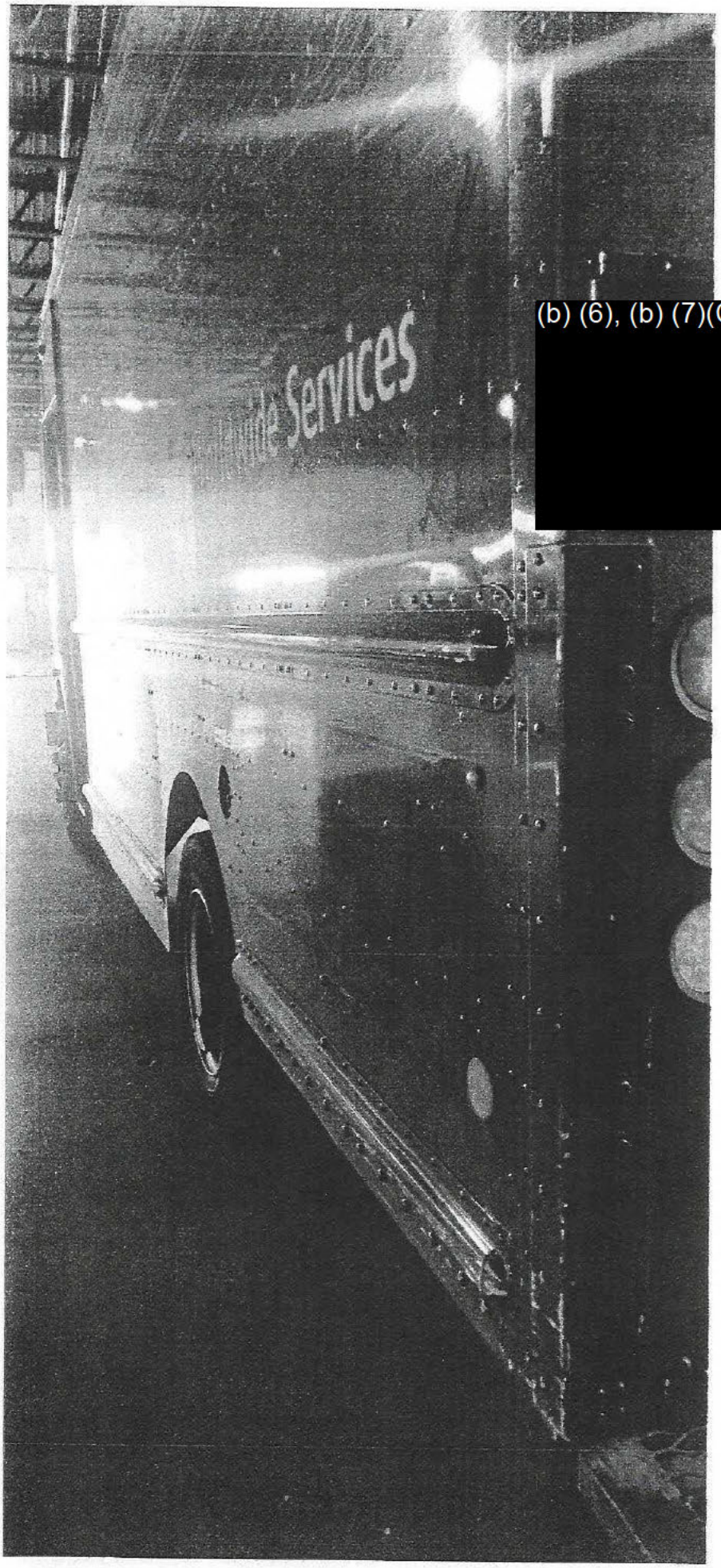

(b) (6), (b) (7)(C)

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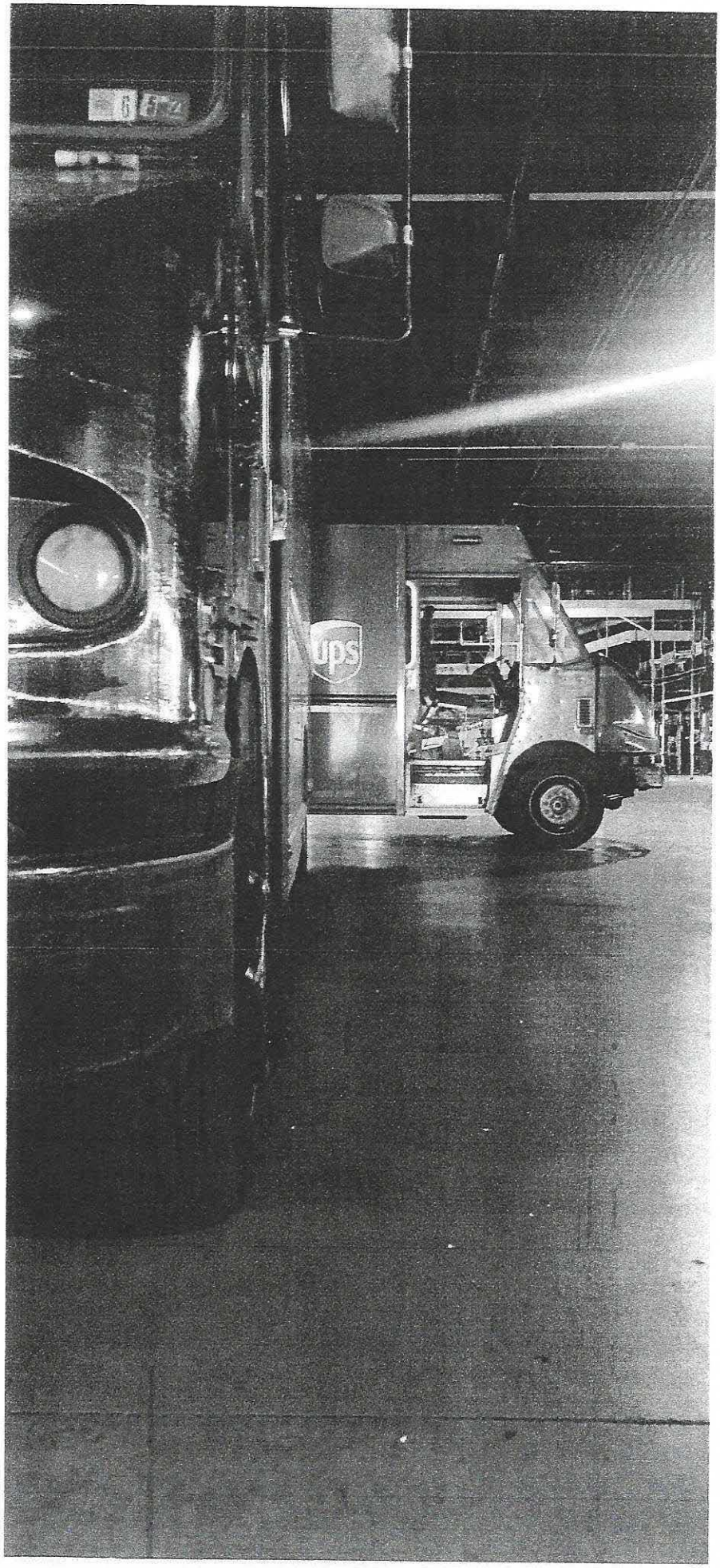

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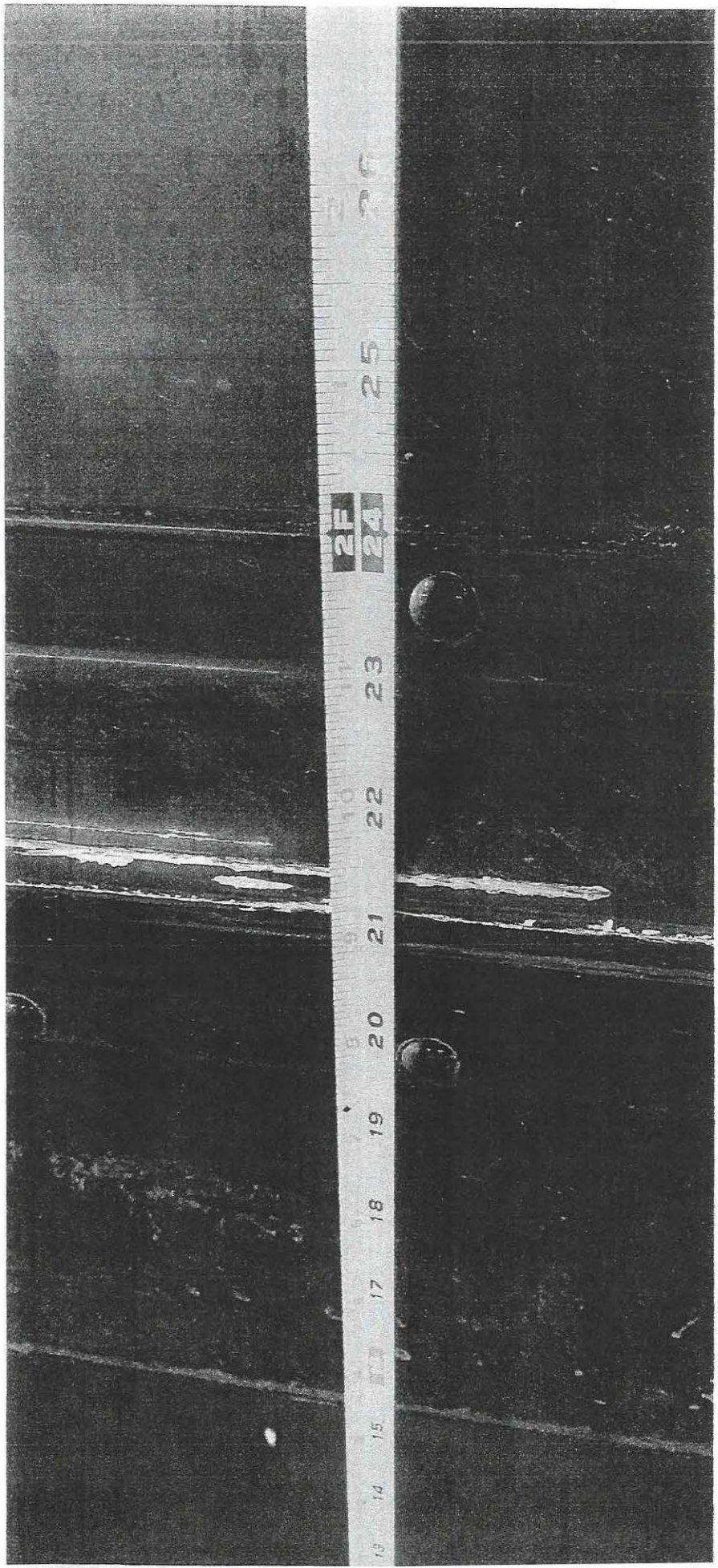

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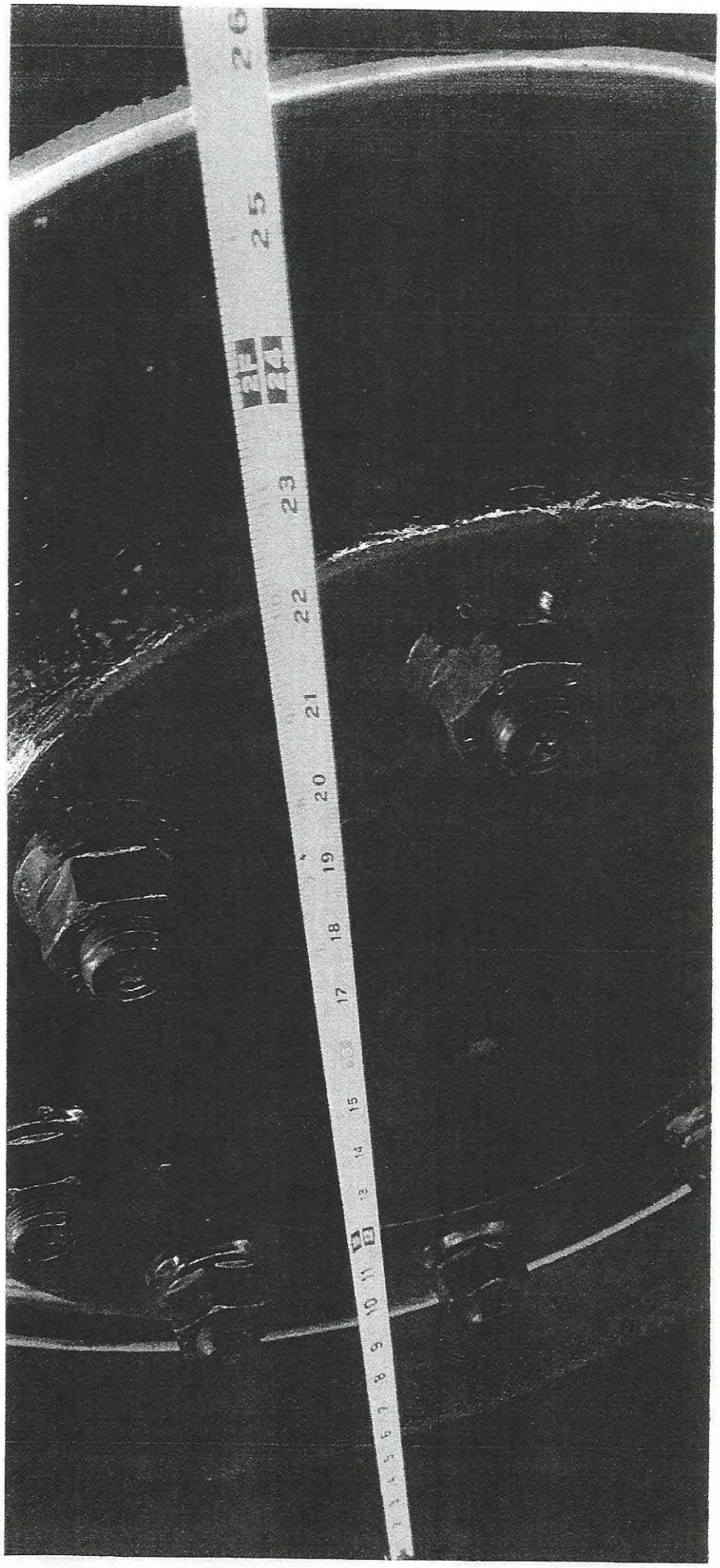

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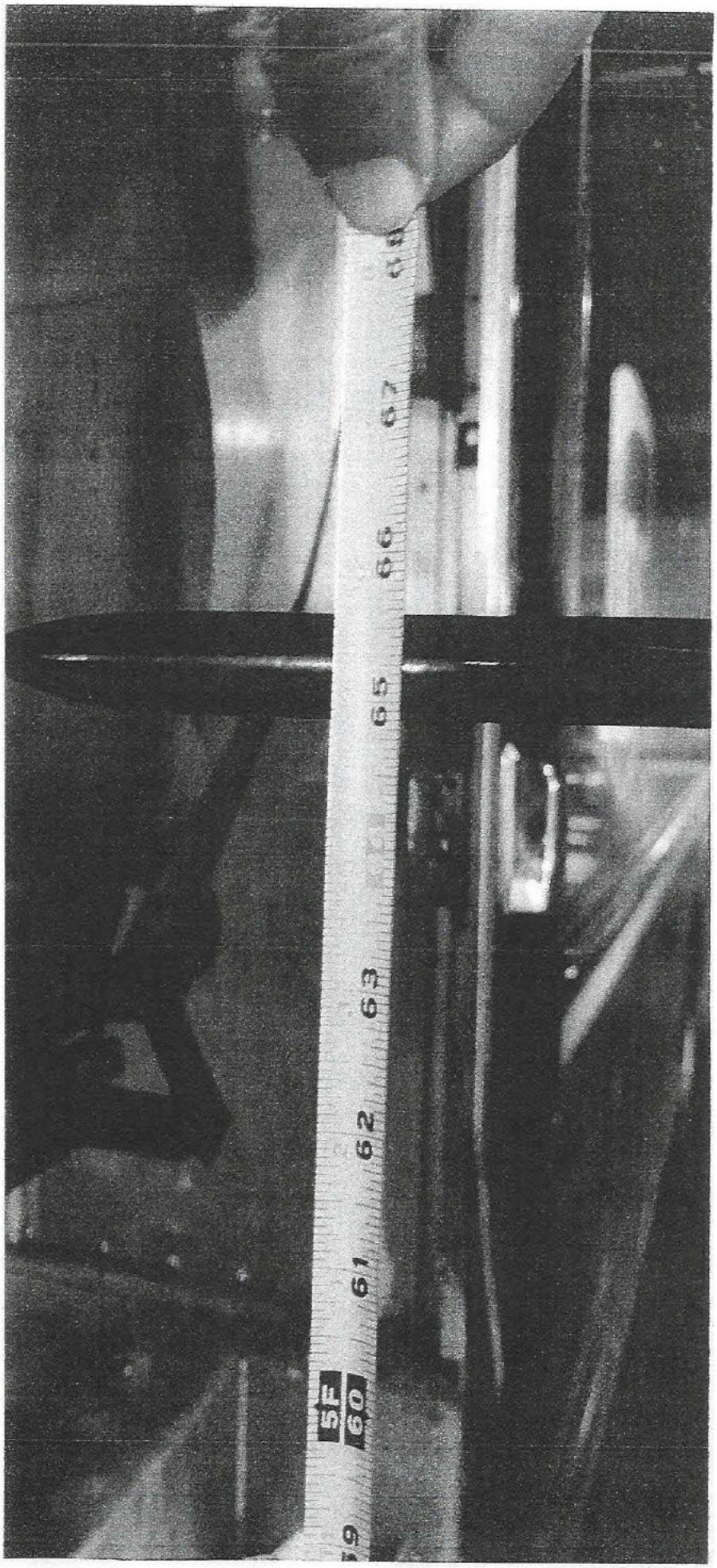

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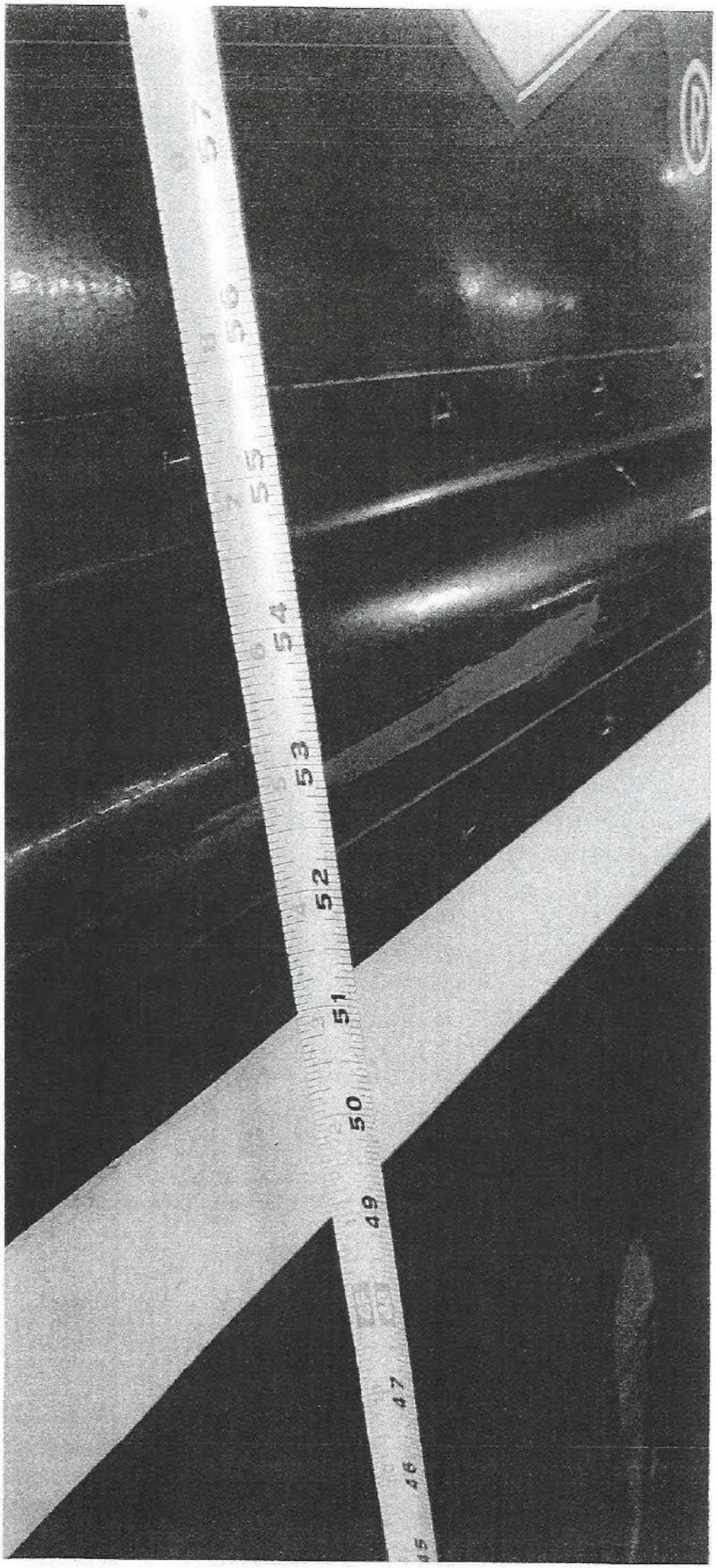

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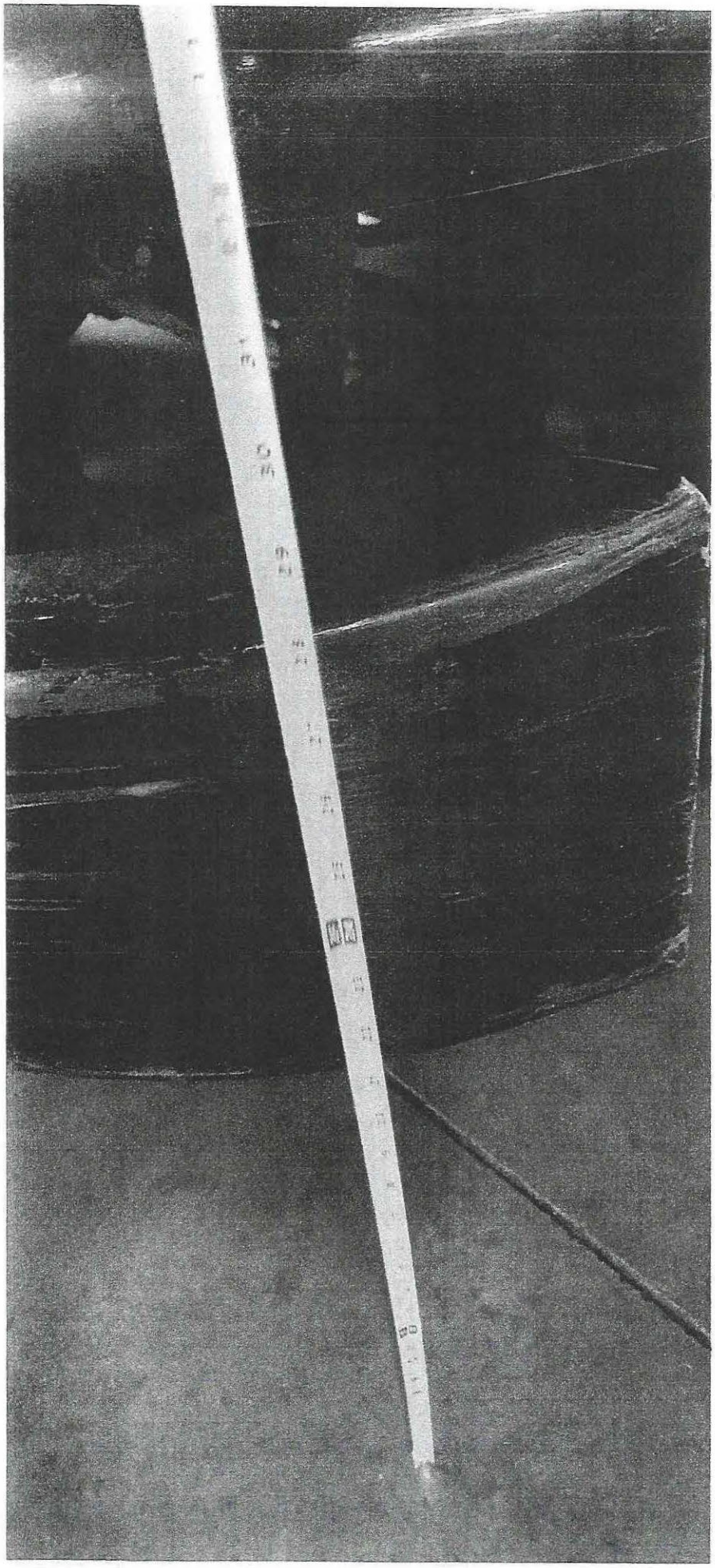

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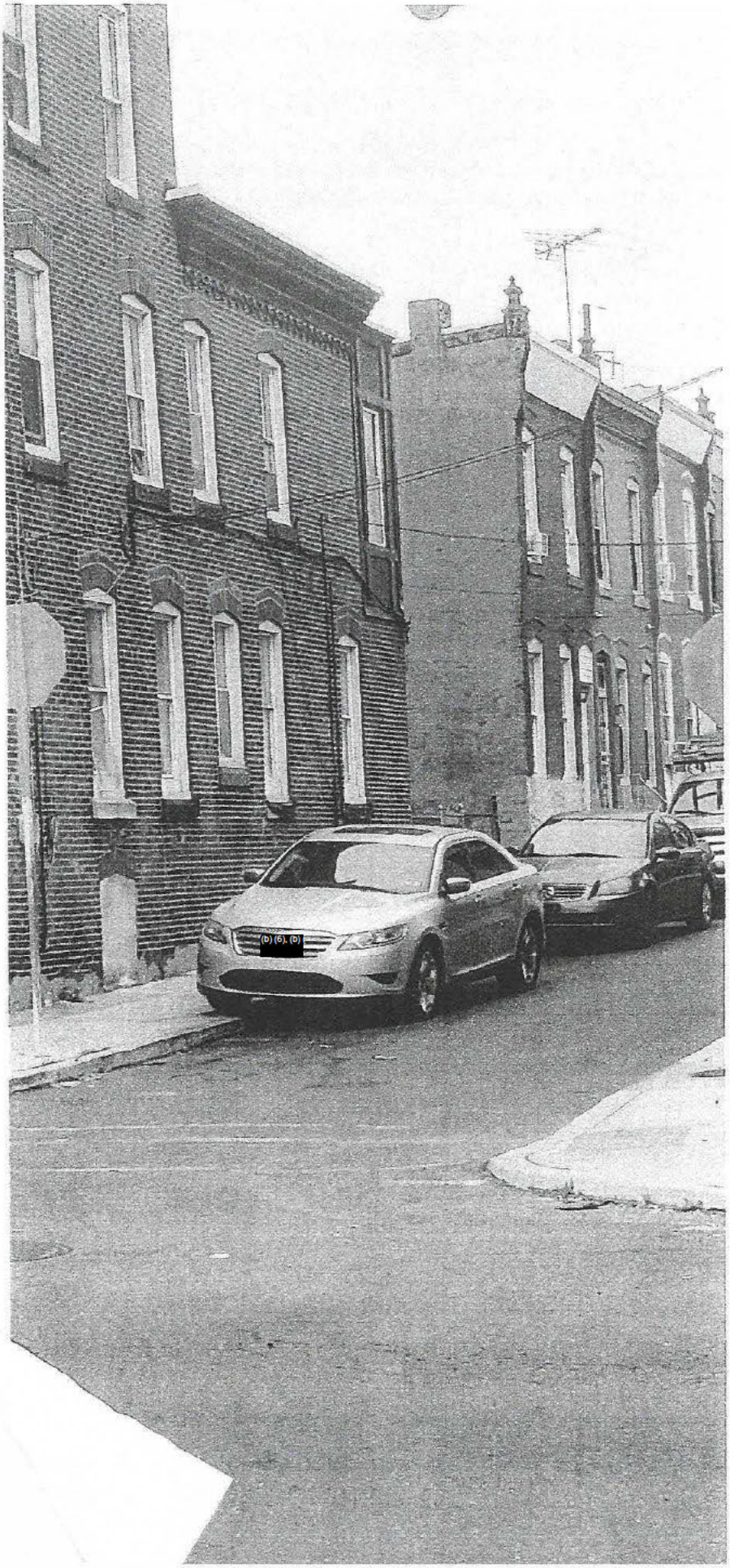

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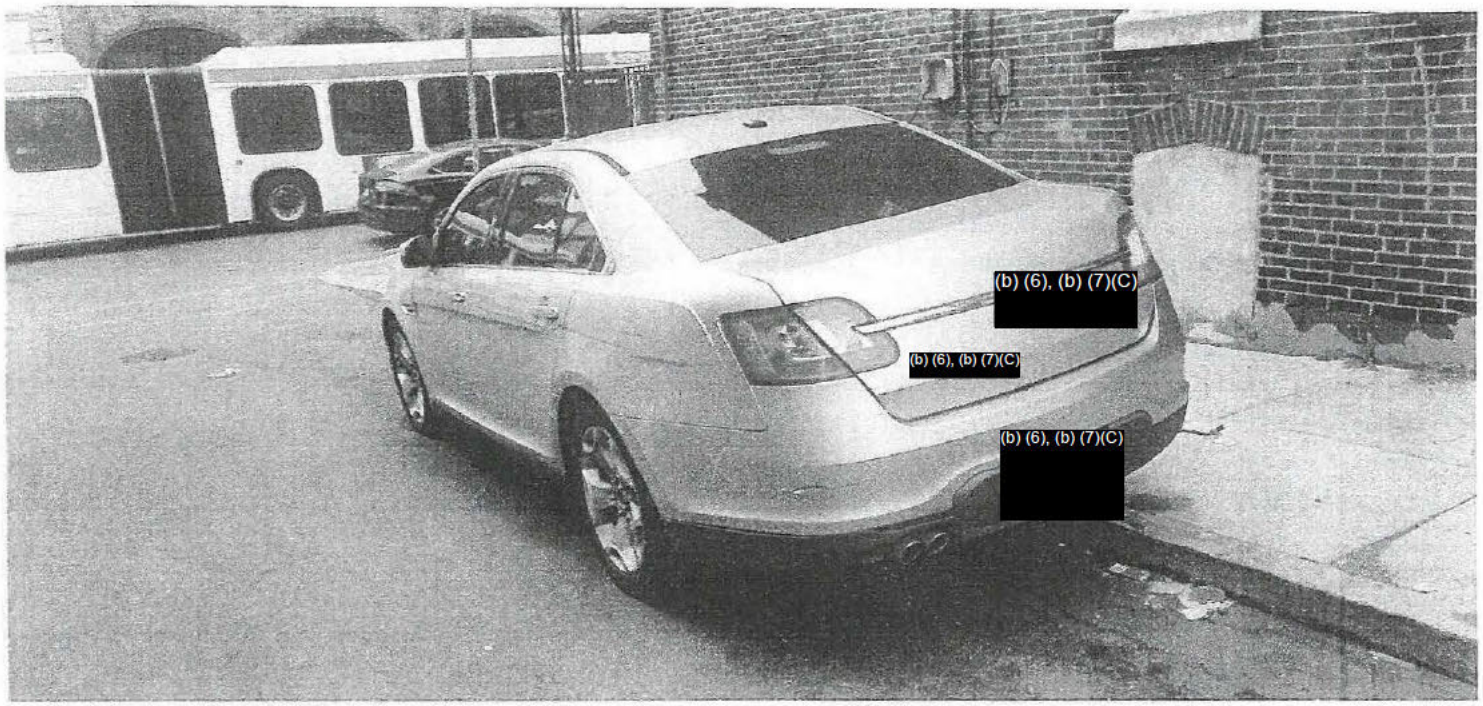

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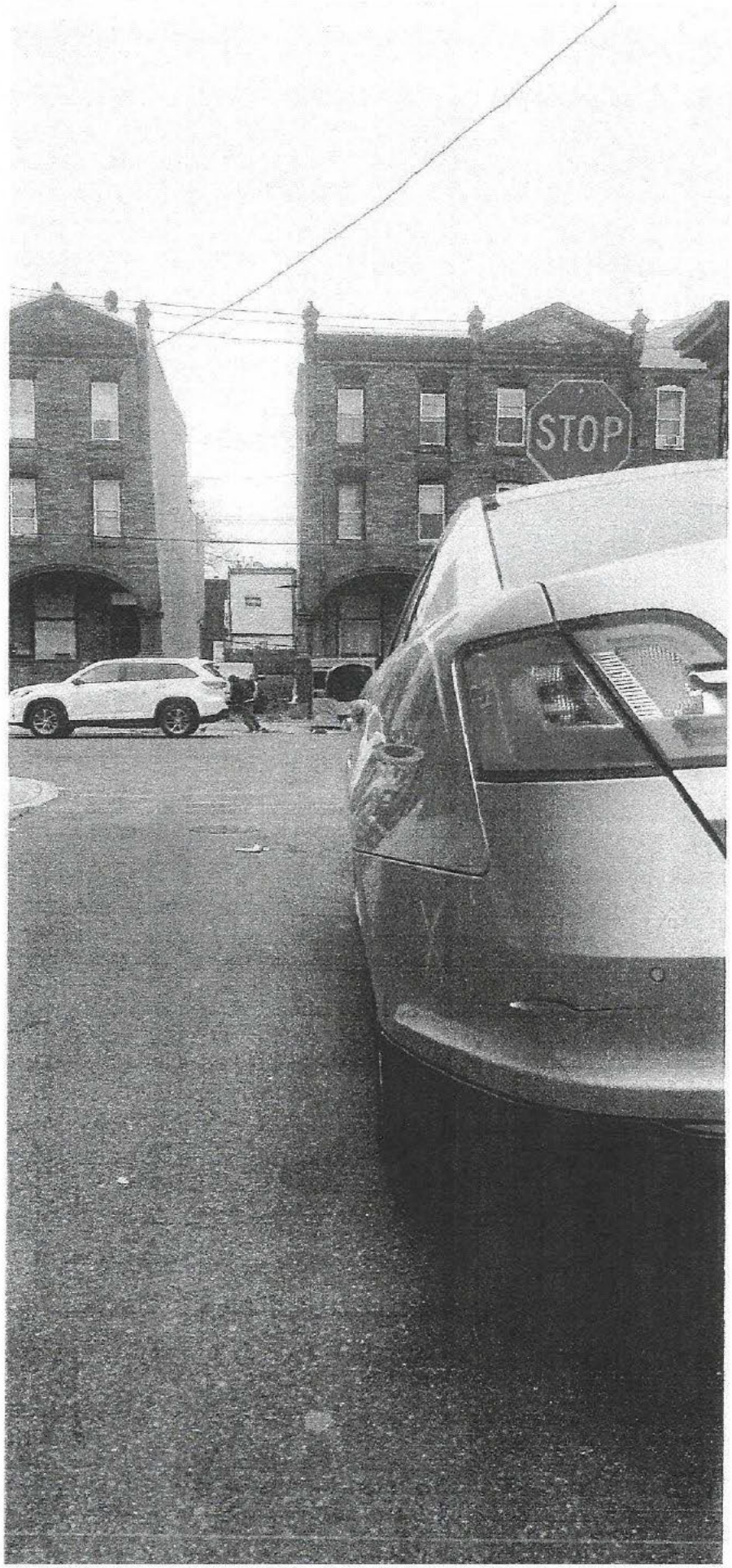

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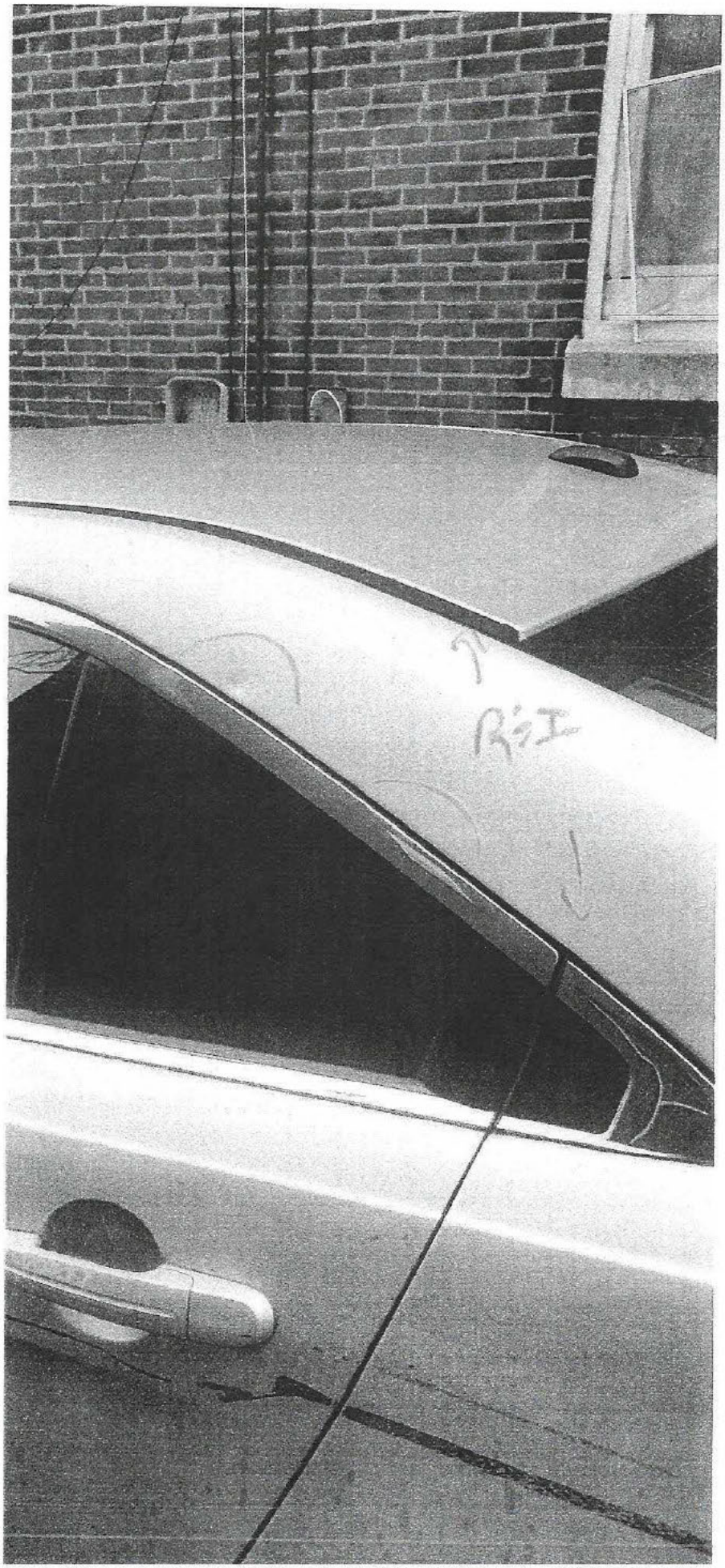

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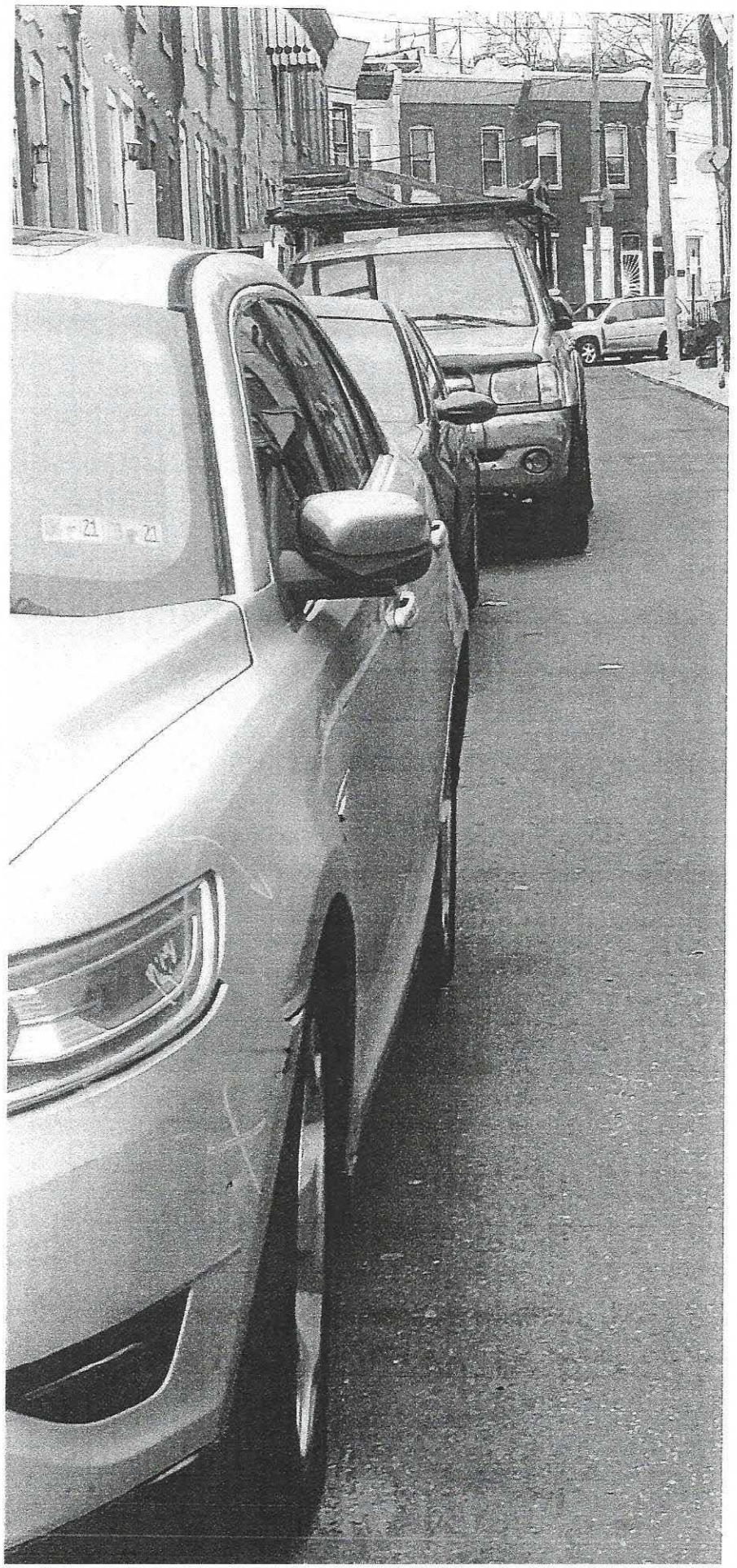

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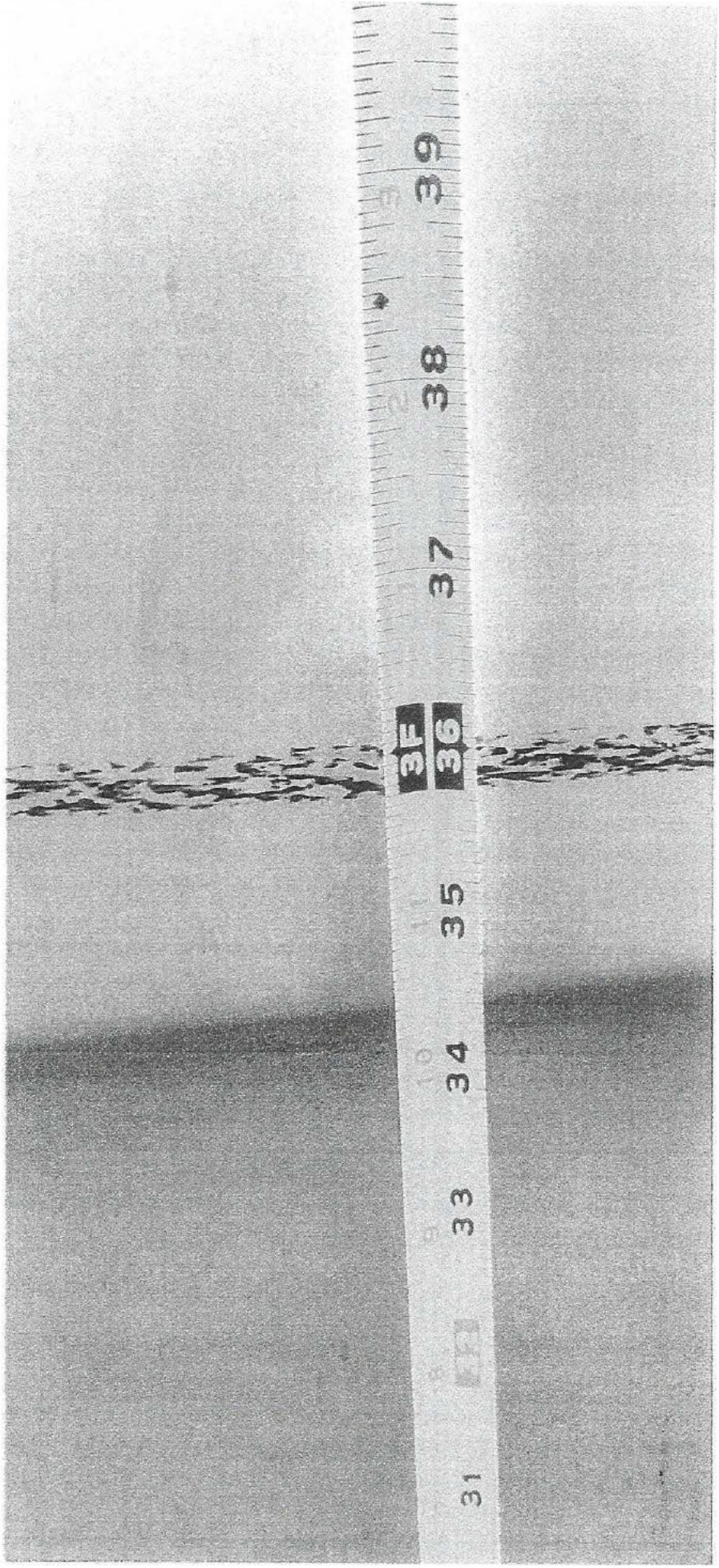

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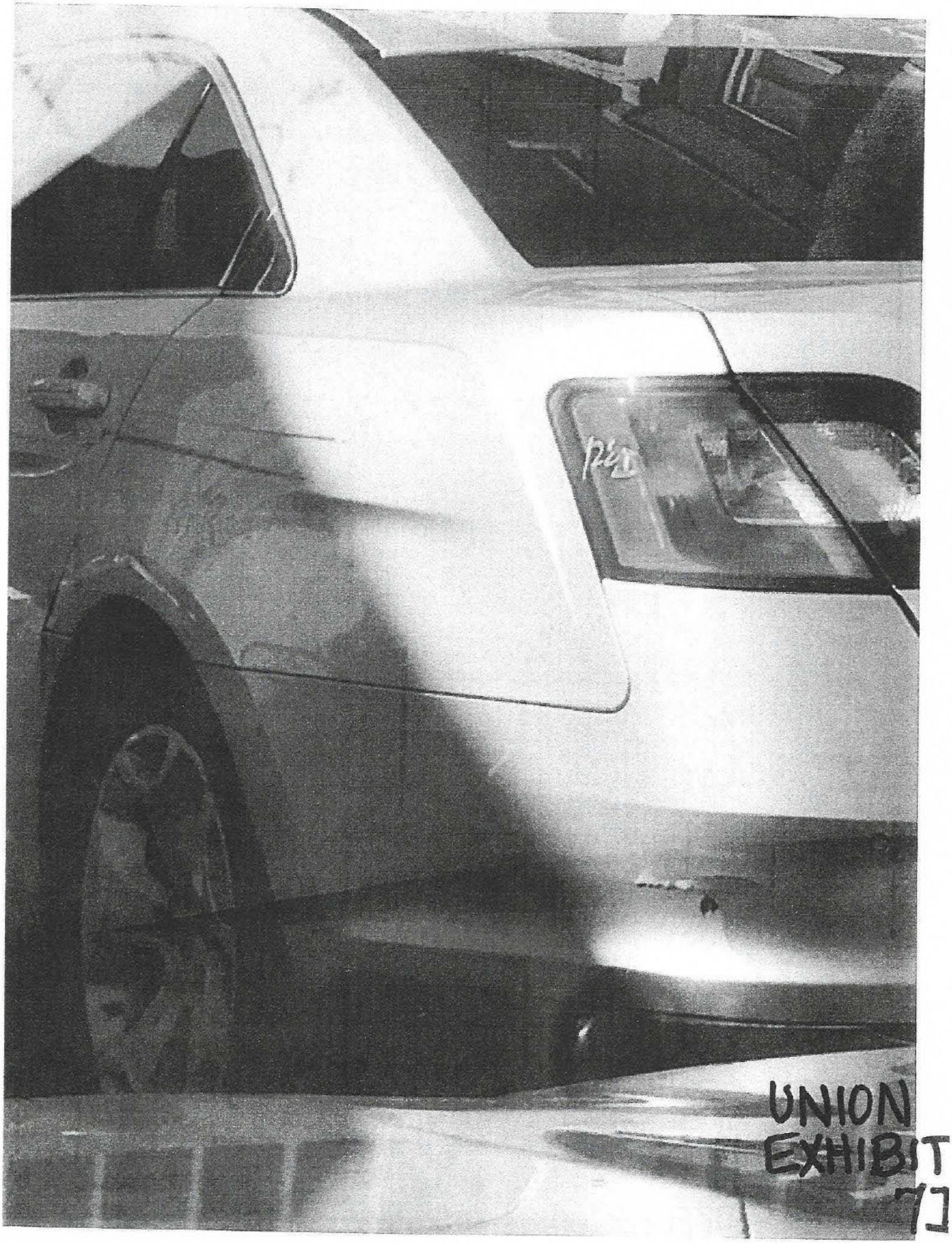
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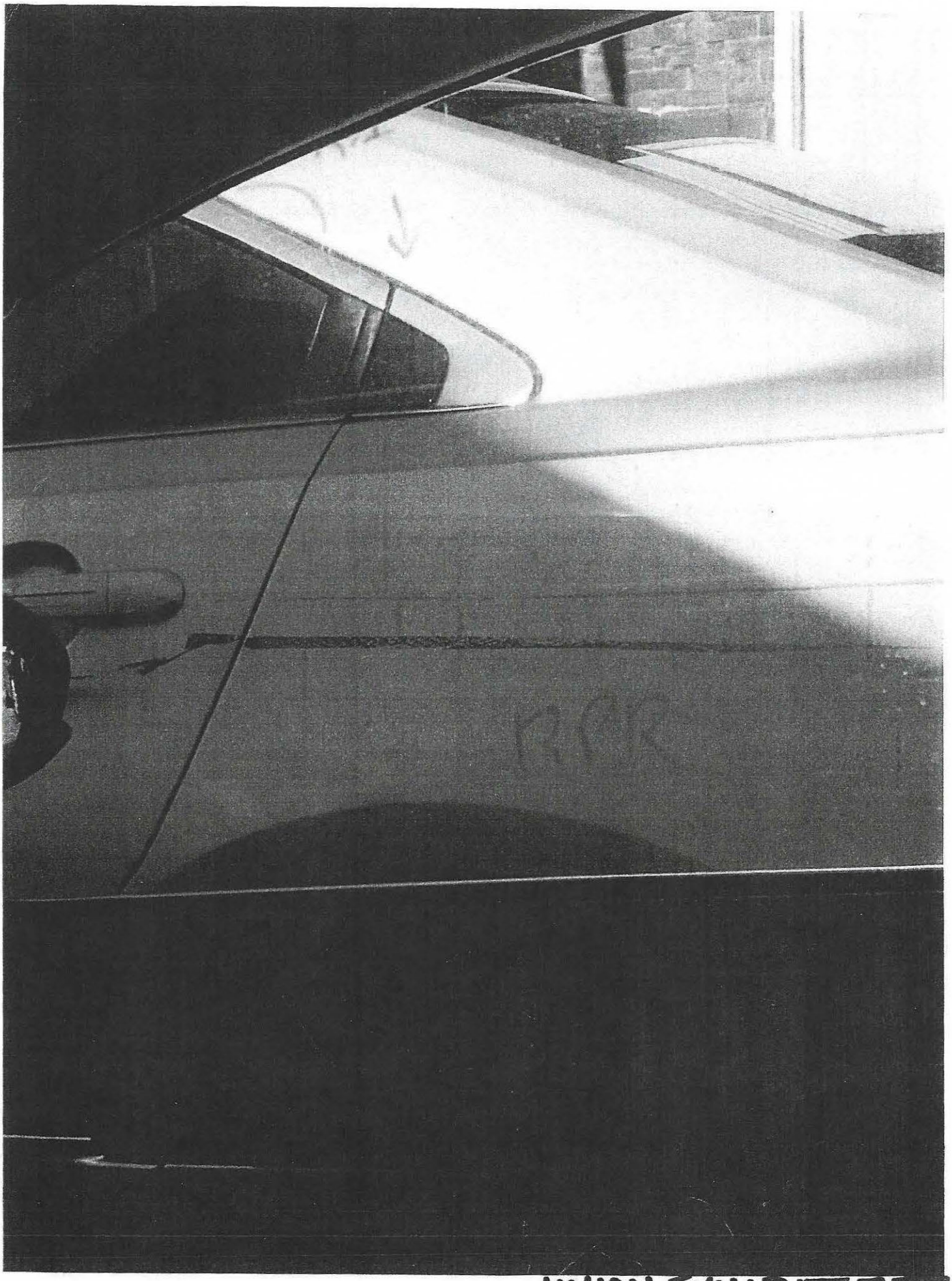

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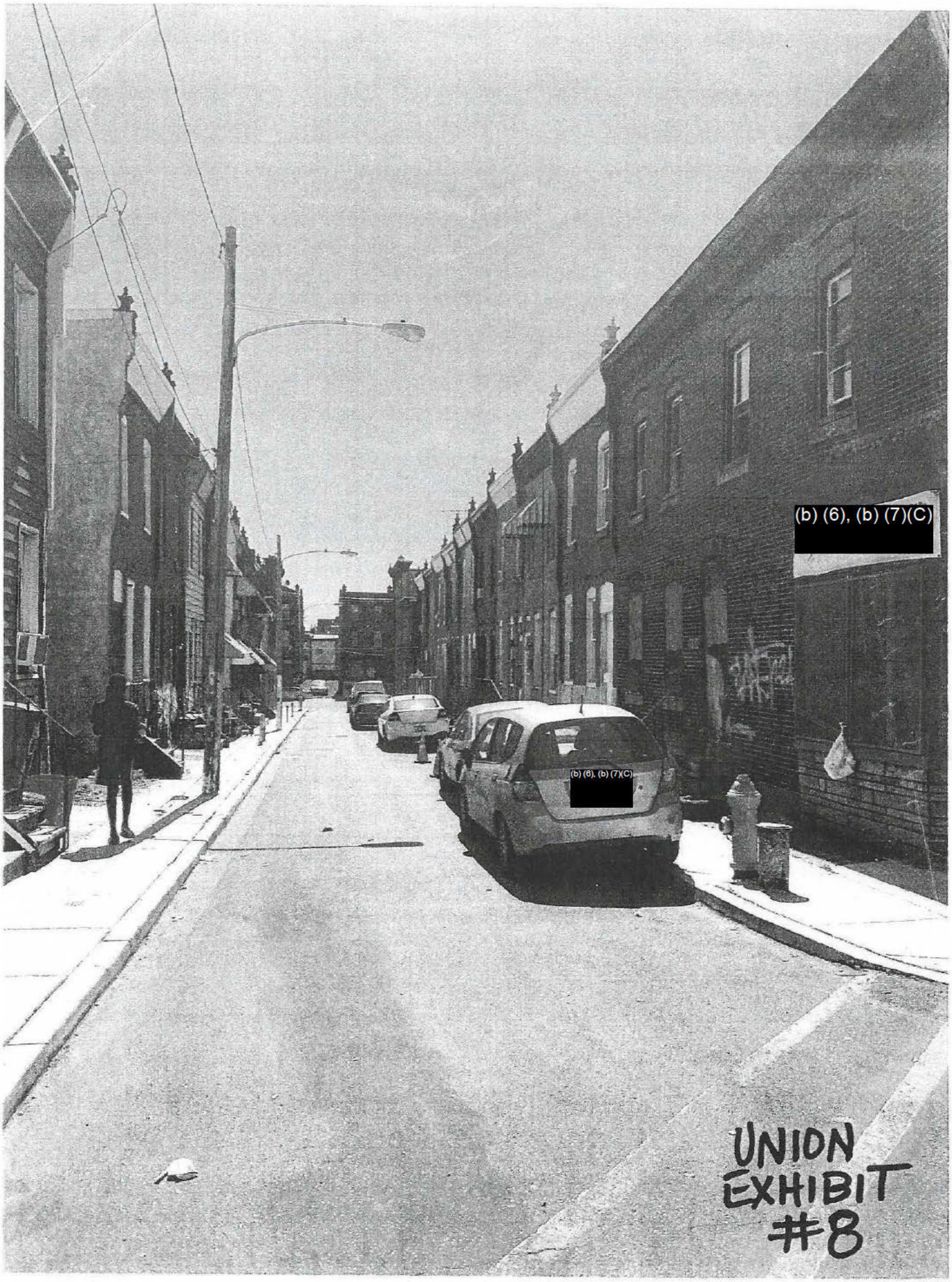
(b) (6), (b) (7)(C)
[redacted]
(b) (6), (b) (7)(C)
[redacted]
UNION
EXHIBIT
#8

All green checks will be taxed at the employee's regular withholding tax rate.

Paycheck stubs will show the year-to-date vacation, sick and personal leave balances.

ARTICLE 18. SAFETY AND HEALTH EQUIPMENT, ACCIDENTS AND REPORTS

Preamble

The Employer and the Union agree that the safety of the employees and the general public is of utmost importance.

The Employer and the Union have developed the following Sections and Subsections of this Agreement to respond to that mutual concern for safety. The contract language responds to a variety of areas related to safety, health, ergonomics, climatic conditions as well as federal, state and local laws dedicated to providing a safe and healthy workplace.

To address safety and health issues, the Employer and the Union have developed the following:

A. A National UPS/IBT Safety and Health Committee;

B. A National UPS/IBT Safety and Health Grievance Committee to respond to safety, health, ergonomic and climatic issues and concerns; and

C. A Safety and Health Committee, chaired by the UPS Director of Health and Safety and the IBT Director of Safety and Health, will be formed to address present and future safety and health issues and solutions; and

D. Local area joint labor/management committees comprised of bargaining unit members and management to address job related safety and health concerns through the Comprehensive Health and Safety Process (CHSP).

UNION EXHIBIT #1

Article 18

Notwithstanding the employee's right to contact federal, state or local agencies, it is the recommendation of the committee that issues and concerns, regarding this Agreement, should first be brought before the National Safety and Health Committee.

Union requests to access Company vehicles and/or facilities for the purpose of investigating safety and health issues shall proceed as follows:

Upon request of a Local Union, and with the approval of the UPS/IBT National Safety and Health co-chairs, representatives of the Union, accompanied by Company representatives, will be provided reasonable and necessary access to the Company's vehicles and/or facilities for the purpose of investigating safety and health issues.

Should the UPS/IBT National Safety and Health co-chairs not reach agreement on an access request, the matter shall be referred to the Employer's Vice President of Labor Relations and the Co-Chair of the Teamsters United Parcel Service Negotiating Committee for resolution.

Section 1. Employees' Rights— Equipment, Vehicles and Conditions

The Employer shall not require employees to take out on the streets or highways any vehicle, or use any type of equipment, that is not in a safe operating condition or equipped with the safety appliances prescribed by law. First line trailers will be swept on a daily basis. All package cars and tractors will be maintained in a clean and sanitary condition including mirrors and windows.

Under no circumstances will an employee be required or assigned to engage in any activity involving dangerous conditions of work or danger to a person or property or in violation of a government regulation relating to safety of person or equipment. The term "dangerous conditions of work" does not relate to the type of cargo which is to be hauled or handled.

It shall not be a violation of this Agreement, or cause for disciplinary action, where employees refuse to operate equipment or a

UNION EXHIBIT

vehicle when such operation constitutes a violation of any state or federal rules, regulations, standards or orders applicable to commercial motor vehicle safety or health, or because of the employee's reasonable apprehension of serious injury to himself/herself or the public due to the unsafe conditions as set out in any state or federal rules, regulations, standards or orders applicable to commercial motor vehicle safety or health to include Part 392.14 of the Federal Motor Carrier Regulations.

The Employer shall ensure conveyors passing overhead shall be guarded so as to prevent the material transported from falling and causing injury to employees below.

Section 2. Out of Service Equipment and Vehicle Reports

All equipment which is refused, or has been written up for repair, because not mechanically sound or properly equipped, shall be appropriately tagged, and placed out of service, so that it cannot be used by other drivers, or employees until the Automotive/Maintenance Department has adjusted the complaint.

Employees shall immediately, or at the end of their shifts, report all known defects of equipment on a suitable form furnished by the Employer. The Employer shall not ask or require any employee to utilize equipment that has been reported by any other employee as being in an unsafe condition. Such equipment will be red tagged, as necessary, by automotive/maintenance personnel. The tag must not be removed until the Automotive/Maintenance Department has determined that the vehicle/equipment is in a safe operating condition or, where no Automotive/Maintenance Department exists, qualified management will make the deciding determination. Management not qualified to make such a determination, will consult with qualified automotive/maintenance personnel before removing a red tag. The person making the decision will sign off the car condition report or other form required by law. Any automotive/maintenance person consulted will be noted on this report.

When the occasion arises where an employee gives a written report on forms in use by the Employer of a vehicle/equipment being in

UNION EXHIBIT #1

unsafe working or operating condition and receives no consideration from the Employer, the employee shall take the matter up with an officer of the Union, who will take the matter up with the Employer. But in no event shall an employee be required to operate a vehicle/equipment that is unsafe or in violation of any federal, state or local, rules, regulations, standards or orders applicable to equipment or commercial motor vehicles.

Copies of the car-condition reports or Driver Vehicle Inspection Reports (DVIR) will be available in centers for review by drivers. Upon notification, drivers may make copies of said reports in facilities that have copy equipment. In facilities with no copy equipment, the employee will be provided a copy as soon as practical, when requested. In no case will the copy of the DVIR remain valid after the DOT retention requirement (ninety (90) days) or the original DVIR expires. The current DVIR will be maintained in each vehicle between completion of Preventative Maintenance Inspections (PMI). Other copies will be made available for review by drivers as required by the Federal Motor Carrier Safety Act (FMCS), 49 CFR 396, as applicable to the Employer. In cases where the electronic Driver Vehicle Inspection Report (eDVIR) and/or the electronic Car Condition Report (eCCR) system has been installed, drivers can view previous reports from any Feeder Data Terminal (FDT).

Section 3. Accidents and Reports

Any employee involved in any accident shall immediately notify the Employer.

When required by the Employer, the employee, before the end of the employee's shift, shall complete a report of the accident including all available names and addresses of witnesses to the accident. The reference number will be given to the employee, and when requested, a copy of the accident report will be furnished to the employee within two (2) working days of such request. A copy of the accident report will also be furnished to the Local Union if requested by a Local Union official. In cases of equipment accidents where a Driver's Report of Accident form is completed, the employee will be given a copy of the form the same day, when requested. In facil-

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ities with no copy equipment the employee will be provided a copy as soon as practicable.

In the event of a vehicle accident, the Employer shall have twenty (20) days to complete its investigation, if warranted, and ten (10) days to take disciplinary action, if any, unless otherwise mutually agreed. Except for serious accidents, where the driver may be presumed to be at fault, a driver will not be removed from the payroll during an investigation of the accident.

A serious accident is defined as one in which:

1. There is a fatality, or;

2. A citation is issued and there is bodily injury to a person who, as a result of the injury, receives immediate medical treatment away from the scene of the accident, or;

3. A citation is issued and one or more motor vehicles incur disabling damage as a result of the accident requiring a vehicle to be transported away from the scene by a tow truck or other vehicle, or:

4. Any vehicular contact with an aircraft which results in damage that grounds such aircraft, or;

5. There is an accident involving a motor vehicle on Company property, outside of any building, that results in a fatality or bodily injury to a person, who as a result of the injury receives medical treatment away from the scene of the accident.

The driver will be entitled to non-driving work during this period at his/her normal rate of pay.

The Employer and the Union mutually agree that the employee's rights to Union representation will be protected pursuant to Article 4 of the National Master UPS Agreement.

Any pictures and/or video used from an accident for the purpose of educating the workforce shall exclude the identity of employee(s)

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involved in the accident. Such pictures and/or video shall only be used for accident prevention, and not to embarrass or denigrate any employee.

Section 4. Seats

The Employer will provide high-back air-ride seats in all new tractors and when replacing the driver seat in present tractor equipment. Such seats shall be maintained in a proper and reasonable condition.

When replacing the seat cushion in package cars where the seat is attached to a post, the Employer will use the new soft ride cushion agreed to. When replacing the seat back, the Employer agrees to provide the new seat back with the adjustable lumbar support feature. Seat backs will be replaced as needed subject to availability from the manufacturer. In all new P-32 through P-120 vehicles, the Employer agrees to provide multi-adjust seats.

Section 5. Sun Visors

Employer approved replacement sun visors will be provided upon request on all equipment.

Section 6. Building Heat

Centers will be heated, where practical.

On a facility-by-facility basis, to include temporary facilities, the Employer will evaluate whether additional ventilation or heat is needed for purposes of safety and health. This will include clerical work areas outside of office structures in the UPS facilities. Should any employee(s) have concerns with respect to ventilation or heat issues, they shall be addressed by the appropriate local CHSP Committee. Should the local CHSP Committee not satisfactorily address the issue, a grievance may be filed and would be sent directly to the National Safety and Health Grievance Committee.

Section 6.1 Indoor Air Pollution

1. Motor vehicles shall be physically connected to a local exhaust ventilation system when the operations in the shop require that the

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vehicle engine be idled or otherwise operated. Shop areas shall be designated as separate walled-in areas.

2. The Employer will instruct drivers of motor vehicles not to allow vehicles to unreasonably idle while indoors.

Section 7. Trailer Configuration

The Employer will make every effort to have the heaviest loaded trailer as the lead trailer. If the percent of load in one (1) trailer exceeds the other by twenty-five percent (25%) or more, such trailer shall be the lead trailer, except when state or federal regulations require otherwise. However, if the driver feels the percentage exceeds twenty-five percent (25%) in the rear trailer or the unit does not handle properly, he/she may contact management and will be authorized to switch the unit and be paid for such time.

Section 8. Radios

Radios will be allowed in package cars. Such radios shall not inhibit the driver's view, nor shall they be unsecured.

The use of Citizen Band (C.B.) Radios, not to exceed five (5) watts, shall be permitted in all feeder road equipment as follows:

a. Operators of C.B. Radios must conform to FCC rules and regulations and be properly licensed and license be on record with the Employer.

b. Head sets and earphones shall not be allowed.

c. The Employer will not be responsible in any way for any damage or loss of C.B. Radio equipment.

d. All power hookups and antenna brackets shall be provided and installed by the Employer.

e. Antennas shall be so installed that they do not interfere with the operation of the wash rack or restrict the vision of the driver.

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Section 8.1 Distracted Drivers

The Employer and Union recognize that there are various federal, state and local statutes, regulations and ordinances on the use of handheld devices while a commercial motor vehicle is in motion. In the interest of the safety of our drivers and the general public, drivers must comply with the applicable restrictions. The Employer will use its best efforts to educate drivers on the restrictions applicable in each geographic area.

If permitted by state and/or federal law, headsets, Bluetooth ear pieces, and earphones that are used in moving vehicles shall only cover one ear.

Section 8.2 Non-Driving Employees

The use of handheld devices by non-driving employees will be with the approval of the Employer.

Section 9. Tires

Only first-line tires will be used on the steering axle of feeder road equipment, including P80's used as feeders. In case of breakdown a temporary replacement other than a first-line tire may be used to return to the home terminal. The Company agrees to not mix radials and bias ply tires on the same unit.

Any safety concerns regarding tires shall be referred to the local Safety and Health Committee for review.

Section 10. Shocks

Where the manufacturer recommends and provides shock absorbers as standard equipment, properly maintained shocks on such equipment shall be considered as a necessary and integral part of that assembly.

Section 11. Mirrors

All vehicles shall be equipped with regular mirrors and a convex mirror.

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New feeder road equipment shall be equipped with heated mirrors. Any feeder road equipment not presently equipped shall be equipped with heated minors when the mirrors require replacement.

The Employer shall continue to install and maintain the agreed to camera monitor backing system devices in all package cars for the furtherance of safety while backing. If technological advances would allow a more effective system or enhancements in the current system, the Employer shall meet with the Union to discuss and review any potential changes.

Upon request, cab-over tractors with a lower window on the right side door will be equipped with a convex mirror on the door.

Section 12. Dollies

All new dollies placed into service shall be counter balanced (max 70 lb. lift weight) with handles on the tongue. All dollies in the system will be counter balanced for 70 lb. lift weight and have handles on the tongue.

Section 13. Exhaust Systems

All new diesel tractors added to the fleet after January 1, 1994, shall be equipped with a vertical exhaust stack. Recognizing the advances made in the reduction of diesel emissions, the chairmen of the National UPS/IBT Safety and Health Committee shall meet to discuss a pilot program involving alternative tractor exhaust systems. Package car exhaust systems, when replaced, shall exit to the side of the vehicle.

Section 14. Package Cars

All new package cars, P-32 and larger, added to the fleet shall be equipped with package compartment venting. Upon ratification of this Agreement, the Climatic Conditions Committee shall meet to evaluate and, if needed, recommend appropriate method(s) for venting the package compartments. The installation of cab compartment fans will be determined by individual districts.

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Article 18

All requests for door handle shields coverings will be complied with in a timely manner.

When requested, package cars larger than a P-32 will have grab handles located on the curb side of the package car and mounted on the inside, and will be equipped with mounting brackets to secure hand carts. The Employer will make every effort to require all new package car designs to have lower cab entry steps. All new package cars shall be equipped with step tread plates on both the driver and passenger sides.

Gear shift extensions shall be addressed on a case-by-case basis. All new package cars placed into service shall be equipped with power steering.

The Employer will replace package cars at a rate no less than the percent replaced over the duration of the prior contract that expired July 31, 2018. The Union will be notified if the Employer cannot meet this schedule because of volume downturns.

A package car will be equipped with a hand cart at the driver's request.

Section 14.1 Driver Safety and Security

The bulk head door release in package cars must be accessible from the inside as well as the outside in order to enable exit from the package compartment.

Section 15. Heaters and Defrosters

The Employer shall install and maintain heaters and defrosters on all trucks and all safety equipment required by law. Complaints regarding heaters or defrosters not being in proper working order shall be addressed pursuant to the red-tagging procedures under Article 18, Section 2.

All new step van package cars will be manufactured with a minimum of 44,000 BTU heaters. In extreme cold climates concerns over in cab conditions may be brought before the local Safety and Health Committee for review and resolution.

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Section 16. Noise Abatement

All new package cars and feeders, will be ordered to comply with Federal Motor Carrier Safety Regulations (FMCSR), regarding in cab noise levels.

Section 17. Vehicle Integrity

The Employer agrees to maintain all door and engine compartment seals in order to eliminate, as much as possible, fumes, dust and moisture in the package car.

Section 18. Vehicle and Personal Safety Equipment

All automotive vehicles shall be equipped with a manufacturer certified seat belt restraint system. Jump seats shall be equipped with a safety belt. Three-point shoulder harness safety belts shall be provided on the driver's side of all new vehicles, and on the jump seat for all new P-32 through P-120 vehicles and all new 24-foot vans. It shall be required that the driver's seat belt and the jump seat safety belt be worn at all times when the vehicle is moving. Feeder tractor door locks, where provided as original equipment, shall be maintained in working order.

Golf cart usage will comply with applicable federal, state and local regulations.

Section 19. Qualification on Equipment

If the Employer or a government agency requests a regular employee to qualify on equipment requiring a classified or special license, or in the event an employee is required to qualify (recognizing seniority) on such equipment in order to obtain a better job opportunity with his/her Employer, the Employer shall allow such regular employee the use of the equipment so required in order to take the examination.

Section 19.1. Clerical Areas

Any issues that may arise with regard to anti-fatigue mats for clerical areas shall be referred to the appropriate local CHSP Committee for investigation. Should the local CHSP Committee not satisfacto-

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rily address the issue, a grievance may be filed and would be sent directly to the National Safety and Health Grievance Committee.

Section 20. National UPS/IBT Safety and Health Committee

Section 20.1 National UPS/IBT Safety and Health Committee—Safety, Health and Equipment Issues

The Employer and the Union shall maintain a National UPS/IBT Safety and Health Committee. The Committee shall be governed by the terms of this Agreement and by an agreed to set of rules of procedure.

It is the responsibility of the Committee to provide guidance and recommendations on all factual issues, involving safety and health (including ergonomic issues) and equipment, affecting employees covered by the National Master United Parcel Service Agreement. The Committee is also charged with the responsibility to review and approve the development and implementation of the CHSP. At the discretion of the chairmen, it may also consider any subject pertaining to the safety and health of the employees covered by this Agreement which it deems significant. Such Committee shall convene on a regular basis, with an agenda to be agreed to by the respective chairmen.

As agreed by the chairmen, the Committee may establish such subcommittees as it deems necessary to address matters affecting safety and health.

Section 20.2—National UPS/IBT Safety and Health Grievance Committee

The Committee shall also serve as the National UPS/IBT Safety and Health Grievance Committee. All interpretations and grievances, of a factual nature, arising under but not limited to Articles 18 and 35 of the National Master UPS Agreement shall be heard by the Committee, pursuant to Article 8, of the National Master UPS Agreement, and the rules of the National Grievance Committee.

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Decisions of this Committee shall be final and binding on all parties. Cases that are deadlocked by the Committee, unless called to the National Grievance Committee by mutual agreement of the National Chairpersons, may proceed to arbitration.

The Committee shall meet in conjunction with the National Grievance Panel to resolve all cases on its agenda.

Section 20.3 Climatic Conditions Committee

The National UPS/IBT Safety and Health Committee is also responsible for the Climatic Conditions Committee, formulated to review severe climatic conditions that may seriously affect employees in different geographic areas.

The Committee shall have the authority to resolve factual issues before it and its decision will be final and binding. Cases that are deadlocked by the committee shall be referred to the National Grievance Committee.

Section 20.4 Safety and Health Committees

There shall be Safety and Health Committees to cover all full-time and part-time employees. There shall be one (1) committee per Center unless the number of employees and/or job classifications within a center dictate the establishment of more than one (1) committee. The respective committees will be comprised of a mutually agreed to number of bargaining unit representatives and up to an equal number of management representatives.

Recognizing the importance of the role of the Safety and Health Committees in resolving the issues of safety, the Employer and the Union reaffirm their commitment to the active involvement of the Committees in such processes, in accordance with the terms of this Article.

The Local Union shall approve the bargaining unit members who serve on these Committees. The Union co-chair of the committee(s) shall be selected by the bargaining unit members of the committee. In the event that a Local Union desires to cease participation

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in the safety committees, prior approval must be authorized by the Union Co-Chair of the Teamsters United Parcel Service National Negotiating Committee who shall also inform the Employer's President of Labor Relations of the request.

Both parties recognize and reaffirm the importance of maintaining properly functioning Safety and Health Committees and shall make a good faith effort to work out any differences prior to requesting authorization to cease participation.

Bargaining unit members may not perform Safety Committee observations or access personnel records of fellow bargaining unit members that can be interpreted as being a management role. Safety Committee observations shall only be performed to further the purposes of that Committee as defined in this section and to promote a safer work environment. Activities will be reviewed with the Local Union. Under no circumstances can the results of a Safety Committee observation be used in any level of discipline, nor reference any individual bargaining unit member.

Each committee shall meet at least once each month at a mutually agreeable time and place. The Employer shall provide committee members with adequate time to perform committee functions, as described in paragraphs 1 through 7 below.

Each committee shall perform functions including, but not limited to:

1. Creating sub-committees, on an as needed basis, to investigate specific issues of safety and health concern. These committees shall report to the full committee.

2. Developing and maintaining minutes for all meetings, with copies to all committee members and posted on designated safety bulletin boards.

3. Conducting periodic inspections of the facility to ensure that there is a safe, healthful and sanitary working environment in each center.

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4. Accompanying governmental, union, and/or Company health and safety professionals on facility inspection tours. The Employer may limit the number of bargaining unit members of the committee accompanying such an inspection tour.

5. Receiving information pertaining to lost workday injury/accident causes and review results of the investigation of such injuries/accidents.

6. Receiving copies of the center's OSHA Illness and Injury logs and the facility's man-hours.

7. Receiving the Company sponsored training to enable committee members to effectively perform their respective functions as safety and health committee members.

Any information provided to a CHSP committee will not be shared outside the committee without the Employer's consent.

If the committee is unable to resolve a safety and health concern and all steps of the Comprehensive Health and Safety Process (CHSP) have been exhausted, the issue will be subject to the grievance procedure.

Section 21. Hazardous Materials Handling Program

The Employer and the Union in compliance with the Occupational Safety and Health Administration (OSHA) have developed a comprehensive program to deal with hazardous material spills, the UPS Damaged Package Response procedure. As a result of the Agreement, the Employer developed a training program for individuals who are responsible for responding to spills of hazardous materials..

The Employer agrees to:

1. Provide twelve (12) hours of training, and the proper equipment, to those employees involved in the clean-up of hazardous material spills. All designated responders, when positions become open, will be selected in seniority order. The Employer will allow first responders to resign their position with written notice given at least

ninety (90) days prior to their annual certification. The resignation will become effective upon the identification and completion of training of a replacement. The training of the identified replacement shall not exceed ninety (90) days. The Employer may disqualify such employees from holding the position of designated responder for a period of one (1) year.

2. Provide one (1) hour of awareness training to every employee who handles packages potentially containing hazardous materials.

3. Conduct training for new employees during orientations and for current employees during normal working hours, with all employees compensated at the appropriate rate of pay.

4. Provide the necessary medical examination for designated first responders at no cost to the employee.

5. Provide annual refresher training to all employees.

6. Comply with all applicable state and federal OSHA regulations regarding hazardous materials.

7. Identify, process and store all hazardous type waste, resulting from spilled or leaking packages, in accordance with all applicable federal, state and local laws. Processing of hazardous material spills will be initiated and completed as soon as practicable, but in all events prior to the hazmat responder being assigned to other non-hazmat duties or completing his/her shift. The Employer designated processing area will be properly ventilated.

8. Conduct emergency evacuation drills on an annual basis.

9. The Employer will hold meetings, with the designated responders, on a scheduled basis, and when necessary will hold special meetings, to discuss and resolve problems or concerns related to hazardous material handling, clean-up and storage of hazardous materials. The Employer agrees to resolve any problems or concerns as expeditiously as possible.

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The National UPS/IBT Safety and Health Committee is also responsible for an Occupational Safety and Health Subcommittee to provide training recommendations for handling hazardous materials, toxic and other harmful substances for appropriate bargaining unit employees.

This Committee shall function as part of the National UPS/IBT Safety and Health Committee and shall review UPS hazardous materials training programs and make recommendations for improvements in:

1. Training course content, material and frequency.

2. Equipment needed.

3. Other related issues deemed appropriate by the Committee. Failure of the subcommittee or the National UPS/IBT Safety and

Health Committee to reach an agreement will result in the unresolved issue being processed under the National Grievance procedure rules.

Section 22. Incompatible Package Handling

The Employer agrees that all irregular or incompatible packages such as bars, buckets, exposed metal parts, tire rims, etc., shall be given special handling in accordance with UPS handling methods and local conditions.

Section 23. Union Liability

Nothing in the Agreement or its Supplements relating to health, safety or training rules or regulations shall create or be construed to create any liability or responsibility on behalf of the Union for any injury or accident to any employee or any person or does the Union assume any such liability or responsibility.

The Employer will not commence legal action against the Union, on a subrogation theory, contribution theory, or otherwise, as a result of the Union's negotiation of safety standards contained in this

 UNION EXHIBIT #1

Agreement or failure to properly investigate or follow-up Employer compliance with those safety standards.

Section 24. Egress

The Employer shall monitor conditions in and around all work areas including but not limited to sort aisles and areas where vehicles are loaded or unloaded to ensure that temporary impediments created by placed or fallen packages are minimized. The Employer shall not permit packages, materials, or equipment to be placed permanently or temporarily within the 28in wide exit access in front of an exit door or at the top or bottom of a stairway that is part of an exit access point.

Section 25. Building Security

The Employer shall have the right to implement and/or maintain building inbound and outbound security procedures on a local basis. The Employer shall meet with the applicable local union(s) to review and discuss the procedures prior to any new implementation.

Section 26. Recording Devices

In facilities where video surveillance equipment is maintained, the Employer shall post a sign identifying the presence of video surveillance where employees enter the facility.

ARTICLE 19. POSTING

The Employer agrees to supply and provide suitable space for the Union bulletin board in each center, hub, or place of work. Postings by the Union on such board are to be confined to official business of the Union and on the Union's official letterhead or TITANS. In each package center there shall be a covered bulletin board. Union Stewards shall have a key for the Union bulletin boards. The Employer shall not remove, tamper with or alter any notice posted by the Union unless such notice is harmful to the Employer. Any such notice removed by the Employer shall be re-posted if the Union's position is sustained through the grievance procedure.

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An unreported accident,

Unprovoked physical assault on a shipper, consignee or Employer or the representative of any of them during working hours,

Carrying unauthorized passengers in Employer's vehicle,

Discharge must be by proper written notice to the employee and the Union affected. Any employee may request an investigation as to his discharge or suspension. Should such investigation prove that an injustice has been done an employee, he shall be reinstated. Appeal from discharge, suspension or warning notice must be taken within ten (10) days by written notice and a decision reached within thirty (30) days from the date of discharge, suspension or warning notice.

ARTICLE 52 - MEAL PERIOD

SECTION 1

The parties are agreed in principal that where practical, the lunch period will not start before the employee has been on duty three (3) hours or after he has been on duty five (5) hours. Except in cases of extreme emergency, the Employer shall not direct that lunch periods commence later than the end of the fifth (5th) hour of work.

SECTION 2

The Employer shall have the right to require employees to take a meal period of one (1) hour. The Employer may direct any employee to work all or part of his one (1) hour meal period, in which event the employee shall receive twenty (20) minutes to eat on Employer's time and the employee may not be dismissed one (1) hour early but must be worked to the employee's regular quitting time, producing a minimum of one (1) hour of overtime pay.

Package car drivers who desire to take a meal period of less than one (1) hour, but not less than one-half (1/2) hour may do so by mutual agreement with the Company. This agreement may only be changed at the annual bid and the month of July.

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NATIONAL MASTER UNITED PARCEL SERVICE AGREEMENT

For The Period August 1, 2018 through July 31, 2023

a non-bargaining unit employee perform that training, in lieu of a Teamster represented trainer. Such requests will be honored.

13. Trainers will not be held liable for auto accidents incurred by the trainee.

Section 6. Technology and Discipline

No driver shall be discharged based solely upon information received from GPS, telematics, or any successor system that similarly tracks or surveils a driver's movements unless he/she engages in dishonesty (defined for the purposes of this paragraph as any intentional act or omission by an employee where he/she intends to defraud the Company). A driver's failure to accurately recall what is reflected by the technology shall not by itself be considered dishonesty. The Company must confirm by direct observation or other corroborating evidence any other violations warranting discharge. The degree of discipline dealing with off-area offenses shall not be changed because of the use of the above-mentioned systems.

No driver shall be issued a warning notice based solely upon the above-mentioned systems without first having a verbal counseling session on an identical infraction (e.g. two seat belt violations). Any such discipline shall also comply with applicable Supplemental disciplinary procedures and requirements.

The Company acknowledges that there have been problems with the utilization of technology in the past. Therefore, at the request of the Union's Joint National Negotiating Committee Co-Chair a meeting will be scheduled with the Company Co-Chair to discuss any alleged misuse of technology for disciplinary purposes and what steps are necessary to remedy any misuse.

ARTICLE 7. LOCAL AND AREA GRIEVANCE MACHINERY

Except in cases involving cardinal infractions under the applicable Supplement, Rider or Addendum, an employee to be discharged or suspended shall be allowed to remain on the job, without loss of

pay unless and until the discharge or suspension is sustained under the grievance procedure. Notwithstanding the foregoing, any superior provisions in Supplements, Riders or Addenda shall prevail. The Union agrees it will not unreasonably delay the processing of such cases.

If the Employer and the Union cannot agree locally on whether an arbitration case involving any suspension or discharge should be postponed, the issue shall be submitted for resolution to the Employer's Vice-President of Labor Relations and the Parcel and Small Package Division Director, or their designees.

Provisions relating to local, state and area grievance machinery are set forth in the applicable Supplements, Riders or Addenda to this Agreement. Supplements shall provide for regular, scheduled meetings each quarter for the arbitration of points of order arising from discharge and suspension grievances, except those involving timeliness or discipline pursuant to Articles 16, 18 or 35 of this Agreement. These meetings may be cancelled by written mutual agreement. The procedures set forth in the local, state and area grievance procedure may be invoked only by the authorized Union representative or Employer.

All monetary grievance settlements shall be submitted by separate check payable to the grievant or grievant(s) and a copy of the same sent to the Local Union for their records. Such settlements shall be paid within ten (10) working days of the settlement. In addition, any monetary awards based on panel decisions will be made within ten (10) business days of receipt by the Company of the written panel decision.

Authorized representatives of the Union may file grievances alleging violation of this Agreement, under local grievance procedure, or as provided herein. Time limitations regarding the processing of grievances, if not set forth in the respective Supplemental Agreements, Riders or Addenda, must appear in the Rules of Procedures of the various grievance committees and shall apply equally to the Employer, the Union and the employees.

ARTICLE 8. NATIONAL GRIEVANCE PROCEDURE

Section 1.

All grievances and/or questions of interpretation arising under the provisions of this National Master Agreement shall be resolved in the following manner:

Deadlocked cases involving only National Master language may be submitted to the National Master Panel for decisions. Those deadlocked cases which cannot be decided by a lower panel because of disagreement over the interpretation of National Master language may be submitted to the Master Panel for interpretation. Requests for interpretations with no factual case to be decided will be heard by the Master Panel by mutual agreement of the Co-Chairpersons. Interpretations rendered on factual cases by the National Grievance Committee will be sent back to the lower panel to be used to resolve the factual case.

The Committee shall be composed of an equal number of Employer and Union representatives. The National Grievance Committee shall meet upon call of the Chairman of either the Employer or Union representatives on the National Grievance Committee. The National Grievance Committee shall adopt rules of procedure which may include the reference of disputed matters to subcommittees for investigation and report with the final decision or approval, however, to be made by the National Grievance Committee. If the National Grievance Committee resolves any dispute by a majority vote of those present and voting, such decision shall be final and binding upon all parties.

When a case is docketed with the National Grievance Panel, a docketing fee will be applied as specified in the National Master UPS Agreement Rules of Procedure.

Section 2. Work Stoppages

All grievances and/or questions of interpretation arising under the provisions of this National Master Agreement shall be submitted to the grievance procedure for determination.

Accordingly, no work stoppage, slowdown, walkout or lockout over such grievances and/or questions of interpretation shall be deemed to be permitted or authorized by this Agreement except:

(a) failure to comply with a duly adopted majority decision of the National Grievance Committee;

(b) failure to make health & welfare and pension contributions in the manner required by the applicable Supplemental Agreements, Riders and/or Addenda; and,

(c) nonpayment of established wage rates provided for in this Agreement, Supplements, Riders and/or Addenda.

Except as provided in subsections (b) and (c) of this Section, strikes, work stoppages, slowdowns, walkouts or lockouts over disputes, which do not arise under provisions of this National Master Agreement, shall be permitted or prohibited as provided in the applicable Supplement, Rider and/or Addendum. The Local Union shall give the Employer a seventy-two (72) hour prior written notice of the Local Union's authorization of strike action, which notice shall specify the majority National Grievance Committee decision or deadlocked National Grievance Committee decision providing the basis for such authorization. The Local Union shall comply with the provisions of the applicable Supplemental Agreement, Rider and Addendum relating to strike action resulting from delinquencies in the payment of health and welfare or pension contributions.

Section 3.

The Union and Employer may under this section review and reverse, if necessary, decisions by any area, regional or local grievance committee which interprets Master language erroneously.

The National Grievance Committee may consider and review decisions raising an issue of interpretation of Master Agreement language which are submitted by the Union (either the Chair of the Teamsters National United Parcel Service Negotiating Committee or his designee) or the designated Employer representa-

tive. The committee shall have the authority to reverse and set aside the majority decision of any area, regional, local grievance committee, if, in its opinion, such decision is contrary to the language of the National Master Agreement. The decision of the National Grievance Committee shall be final and binding. The National Grievance Committee shall determine whether a decision submitted to it raises an issue of interpretation of Master Agreement language.

In order for such cases to be reviewed, the decision must interpret Master language. A decision raising an issue of interpretation of Master Agreement language is one in which (1) Master Agreement language was interpreted by a lower panel (2) the interpretation sets a precedent for future grievances; and (3) a reasonable case can be made that the lower panel interpretation was contrary to the true meaning of the Master Agreement. If the National Grievance Committee deadlocks on whether a decision meets these criteria, arbitration may be requested pursuant to Article 8, Section 4.

Prior to such cases being placed on the Master docket, the moving party (either the Chair of the Teamsters National United Parcel Service Negotiating Committee or his designee or the designated Employer representative) shall confer with his counter part and discuss the matter.

Cases that are docketed will be presented in the following manner:

1. The representatives of the moving party, as described above, present first.

2. The presenter will cite the specific Master language that the lower panel interpreted.

3. Any evidence to prove that the interpretation was contrary to the provisions set forth in the Master Agreement must be presented.

4. The representative of the responding party will present any responsive evidence he deems necessary.

5. If the Master Panel is unable to reach agreement, then either party may appeal the issue presented to final and binding arbitration.

Decisions made by lower panels that are properly submitted to the National Grievance Committee pursuant to this Article and Section shall be reviewed by the National Grievance Committee. A decision will be entered by the National Grievance Committee based upon its interpretation and the facts of that case. Such decision will be final and binding upon the parties.

Arbitration decisions under any Supplement, Rider or Addendum which interpret Master Agreement language may also be submitted to the National Grievance Committee provided the three above-referenced criteria are satisfied. If an arbitration decision is reviewed by the National Grievance Committee it shall be processed in accordance with this section except that the Committee will make a final and binding decision rather than refer the case back to the arbitrator. Article 8, Section 4 shall not apply if the National Grievance Committee deadlocks upon review of an arbitrator's decision.

Section 4.

Where the National Grievance Committee fails to reach a majority decision as to any case submitted pursuant to this Article (excepting arbitrator decisions) either party shall have the right to refer the case to binding arbitration. Either party wishing to submit a grievance to arbitration must do so within ten (10) days of mailing or hand delivery of the National Grievance Committee deadlock decision. The arbitrator is to be selected from an American Arbitration Association national panel list and all aspects of the arbitration procedure shall be governed by the Rules of the American Arbitration Association.

Any provision in the grievance procedure of any Supplement, Rider, or Addendum hereto which would require deadlocked disputes to be determined by any arbitration process, shall be null and void as to any grievance and/or interpretation of the National Master Agreement. The decision of the National Grievance Committee as to whether a grievance and/or interpretation which is subject to this procedure shall be final and conclusive.

Article 8

Section 5.

Any grievance that does not raise an issue of interpretation of a Master Agreement Article or Section shall be resolved pursuant to the provisions relating to the local, state and area grievance procedures set forth in the applicable Supplements, Riders and Addenda. Prior to invoking the arbitration procedure the parties, by mutual agreement, may submit said case to the National Grievance Committee for resolution.

In the event of strikes, work stoppages, or other activities which are permitted in case of default or failure to comply with majority decisions under this Agreement, no decision and/or interpretation of this Agreement by any tribunal shall be binding upon the Union or affect the legality or lawfulness of the strikes unless the Union stipulates to be bound by such interpretation, it being the intention of the parties to resolve all grievances and/or questions of interpretation by mutual agreement.

In any Section of this Article where language refers to deadlocks, either party shall have the right to refer any unresolved case to arbitration, except as specified otherwise in Section 2 of this Article.

Section 6.

The arbitrator shall have the authority to apply the provisions of this Agreement and to render a decision on any grievance coming before him/her but shall not have the authority to amend or modify this Agreement or to establish new terms or conditions of employment.

Any grievance that does not raise an issue of interpretation of a Master Agreement Article or Section shall be resolved pursuant to the provisions relating to the local, state and area grievance procedures set forth in the applicable Supplements, Riders and Addenda. The no-strike, work stoppage, slowdowns, walkout and lockout provisions of the Supplemental Agreements, Riders and Addenda shall apply to such grievances. Prior to invoking the arbitration procedure the parties, by mutual agreement, may submit said case to the National Grievance Committee for resolution.

Section 7.

Deadlocked cases referred from the National Grievance Committee to binding arbitration pursuant to this Article, will be governed by the following procedures:

1. The arbitration process will be administered by the offices of the American Arbitration Association, as follows:

Somerset, NJ	Eastern, Central and Southern
Fresno, CA	Western

2. The current arbitrators will continue to serve, except as changed pursuant to paragraphs 4 and 7 below. Cases will be assigned to arbitrators on a rotating alphabetical basis within each Region based upon the order in which it was docketed at the National Grievance Committee.

3. The panels will consist of the following number of arbitrators who hear American Arbitration Association administered cases in each Region of the IBT:

Eastern	9
Central	3
Southern	3
Western	5

4. Either party shall have the right, with written notice by December 1 of any year, to require an exchange of lists of two (2) times the number of arbitrators to be assigned to each regional panel by January 1, and on January 15 will alternatively strike from the lists until the correct number of arbitrators is left for each panel. Unless the parties mutually agree otherwise, any arbitrator proposed by the Employer or Union must be a member of the National Academy of Arbitrators and reside within the geographical area covered by the panel. This provision can only be invoked by each party two (2) times during the life of this Agreement.

5. Each arbitrator shall offer one or more potential hearing date(s) within six (6) months of the assignment of the case by the AAA or within six (6) months of a cancellation by either party as outlined

below. If the arbitrator fails to offer a timely date, or a timely rescheduled date after a cancellation, the case shall be reassigned to the next arbitrator to be assigned based on the rotating alphabetical list. If an arbitrator fails to offer a timely date on four (4) occasions in a twelve (12) month period, he/she shall be stricken from the panel of arbitrators at the written request of either party. The parties shall fill any vacancy pursuant to the procedures set forth in paragraph 4.

6. Once a case is assigned to an arbitrator it will remain with that arbitrator until it is concluded, except in the case of a reassignment specified in paragraph 5.

7. The parties may mutually agree in writing to remove any individual arbitrators from the panel at any time. Each party may unilaterally remove two (2) arbitrators during the month of June each year upon giving ten (10) calendar days notice specifying the arbitrator to be removed. The other party shall have the right to remove two (2) arbitrators within ten (10) calendar days from receiving the notice. The parties shall, within forty-five (45) calendar days, exchange a list of arbitrators double the number of arbitrators stricken. The lists will be combined and struck fifteen (15) days later. This process shall also be used to fill vacancies that might occur for other reasons.

8. Except by mutual agreement arbitrations will be scheduled for 10:00 a.m. until at least 5:00 p.m.

9. There shall be no more than one (1) cancellation of arbitration dates by either party in the hearing of any single arbitration case, except as permitted by the arbitrator with good cause.

10. The parties shall share equally the American Arbitration Association's and the arbitrator's fees and expenses for the arbitration or settlement (including rental of the hearing room). The party requesting a cancellation will pay any cancellation fees.

11. The location of the arbitration will be determined by mutual agreement, taking into account the travel requirements of witnesses, counsel, and the arbitrator. In the event that the parties are unable to agree on the location, the arbitrator will decide. All hearings

will be held at the American Arbitration Association offices unless the parties mutually agree on an alternate site.

12. Any or all of the foregoing may be modified in writing by mutual agreement of the parties at any time.

ARTICLE 9. PROTECTION OF RIGHTS

Section 1. Picket Line

It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action (including but not limited to the temporary or permanent replacement of any employee) in the event an employee refuses to enter upon any property involved in a primary labor dispute, or refuses to go through or work behind any primary picket line, including the primary picket line of Unions party to this Agreement, and including primary picket lines at the Employer's place of business, and the Employer shall not direct any employee to cross a primary picket line.

Section 2. Struck Goods

It shall not be a violation of this Agreement and it shall not be a cause for discharge or disciplinary action if any employee refuses to perform any service which his/her Employer undertakes to perform as an ally of an employer or person whose employees are on strike, and which service, but for such strikes, would be performed by the employees of the employer or person on strike.

Section 3.

Subject to the appropriate subcontracting provisions of this Agreement, the Employer agrees that it will not cease or refrain from handling, using, transporting, or otherwise dealing in any of the products of any other employer or cease doing business with any other person, or fail in any obligation imposed by the Motor Carrier's Act or other applicable law, as a result of individual employees exercising their rights under this Agreement or under law, but the Employer shall, notwithstanding any other provision in this Agreement, when necessary, continue doing such business by other employees.

Article 9

Section 4.

The layover provisions of the applicable Supplemental Agreement, Rider or Addendum shall apply when the Employer knowingly dispatches a road driver to a terminal at which a primary picket line has been posted as a result of the exhaustion of the grievance procedure, or after proper notification of a picket line permitted by the collective bargaining agreement, or economic strikes occurring after the expiration of a collective bargaining agreement or to achieve a collective bargaining agreement.

Section 5. Grievances

Within five (5) working days of filing a grievance claiming violation of this Article, the grievance shall be submitted directly to the National Grievance Committee without taking any intermediate steps, any other provision of this Agreement to the contrary notwithstanding.

ARTICLE 10. LOSS AND DAMAGE

Section 1.

No employee shall make any reimbursement or have monies deducted from his/her pay for loss or damage to parcels except as provided in this Section.

No employee shall be disciplined or required to make reimbursement for lost or damaged parcels unless the Employer demonstrates that the employee, without justification or mitigation, violated pertinent established rules or policies, the observance of which would have prevented the loss or damage. In no event shall a driver be subject to reimbursement for loss or damage to a Driver Release parcel valued at one hundred dollars ($100.00) or less. The Employer will provide each driver a current list of all Driver Release Areas and all Non Driver Release Areas within that driver's area upon request.

An employee who is charged for loss or damage by the Employer shall not be subject to both discipline and reimbursement. The Employer will clearly notify the employee and the Union of its intent

Local Union No. 623

and

United Parcel Service Supplemental Agreement

to the

NATIONAL MASTER UNITED PARCEL SERVICE AGREEMENT

For The Period
August 1, 2018
through July 31, 2023

13

SECTION 9 - EXTRA ASSIGNMENTS

Preference shall be given to employees in the order of their seniority to extra work available after the completion of their day's work, provided that such employees are available at such times as the work is assigned and are qualified to perform the work required. In no event may employees displace other employees who have not completed their assignment.

ARTICLE 51 - DISCHARGE OR SUSPENSION

The Employer shall not discharge nor suspend any employee without just cause until the case has been discussed with the Business Agent in person, where practical, except where the provisions of this Article provide for discharge, but in respect to suspension or discharge shall give at least one warning notice of the complaint against such employee to the employee, in writing, and a copy of the same to the Union and Job Steward affected.

The warning notice as herein provided shall not remain in effect for a period of more than nine (9) months from date of said warning notice.

No warning notice need be given to an employee before he is discharged if the cause of such discharge is:

Calling an unauthorized strike or walkout,

Drunkenness, drinking during working hours, (including lunchtime),

Being under the influence of liquor or drugs during working hours,

Illegal possession of drugs,

Proven theft or dishonesty,

A rollaway accident that is a serious accident as defined in Article 18 Section 3,

An unreported accident,

Unprovoked physical assault on a shipper, consignee or Employer or the representative of any of them during working hours,

Carrying unauthorized passengers in Employer's vehicle,

Discharge must be by proper written notice to the employee and the Union affected. Any employee may request an investigation as to his discharge or suspension. Should such investigation prove that an injustice has been done an employee, he shall be reinstated. Appeal from discharge, suspension or warning notice must be taken within ten (10) days by written notice and a decision reached within thirty (30) days from the date of discharge, suspension or warning notice.

ARTICLE 52 - MEAL PERIOD

SECTION 1

The parties are agreed in principal that where practical, the lunch period will not start before the employee has been on duty three (3) hours or after he has been on duty five (5) hours. Except in cases of extreme emergency, the Employer shall not direct that lunch periods commence later than the end of the fifth (5th) hour of work.

SECTION 2

The Employer shall have the right to require employees to take a meal period of one (1) hour. The Employer may direct any employee to work all or part of his one (1) hour meal period, in which event the employee shall receive twenty (20) minutes to eat on Employer's time and the employee may not be dismissed one (1) hour early but must be worked to the employee's regular quitting time, producing a minimum of one (1) hour of overtime pay.

Package car drivers who desire to take a meal period of less than one (1) hour, but not less than one-half (1/2) hour may do so by mutual agreement with the Company. This agreement may only be changed at the annual bid and the month of July.

COLLECTIVE BARGAINING AGREEMENT

GREYHOUND LINES, INC.
&
TEAMSTERS LOCAL 623

FOR THE PERIOD SEPTEMBER 17, 2020
THROUGH SEPTEMBER 16, 2023

Employees with twenty or more years - four weeks (160 hours)

(h) Any employee who has resigned, quit or been discharged shall receive vacation due up to the date of termination, pro-rata.

(i) The vacation period shall be from 12:01 a.m. Sunday through 12 midnight the following Saturday.

(j) Full-time employees with 15 years or more seniority may bank one week of vacation to be used one day at a time. These days may not be rolled over and must be taken in the calendar year for which they would have otherwise been bid. These days are subject to vacation blackout periods and must be requested in writing, and acknowledged in writing by a manager, no later than 10 days prior to the requested day. The Company will respond in writing within 48 hours of the request or the request will be granted. The granting of such request will be at the discretion of the Company.

ARTICLE XVII — GRIEVANCE AND ARBITRATION

(a) In the event of a complaint or grievance arising under the terms of this agreement, the Union Steward shall take the matter up with a supervisor and every reasonable effort shall be made to reach a satisfactory solution. Provided, however, that this shall not bar the affected employee's right first to endeavor to adjust the matter with his supervisor, so long as the adjustment does not violate any provision of this Agreement. On written grievances, the manager, or relevant Company representative, will make every effort with the relevant steward or Union representative to hold a hearing within five business days, but must hold a hearing within seven business days of receipt of the grievance. This may be extended by mutual agreement between the Company and the Union.

(b) If no satisfactory solution can be reached, the Business Agent of the Union shall take the matter up with the designated supervisor of the Company within five days after the occurrence of the event complained of. If the Business Agent and the Company designee cannot reach a satisfactory agreement, the matter shall be referred to the District Manager in an attempt to resolve the complaint before referring such complaint to arbitration as provided herein.

(c) Any complaint as to a layoff, suspension or dismissal must be made by the union steward to the Company in writing within seven days from the date thereof or it shall not be subject to arbitration.

(d) Any grievance or disputes arising under the terms of this agreement which cannot be adjusted by the representatives of the parties shall be submitted to arbitration within 30 calendar days, unless the parties agree to an extension. In the event the parties cannot agree upon an arbitrator, they shall jointly request a list of arbitrators from the American Arbitration Association and shall select the arbitrator from that list by alternately striking names. The decision of the arbitrator shall be final and binding on all parties and the parties agree to comply with such decision. It is clearly understood that the arbitrator shall not have the power to add to, subtract from or alter any of the terms of this Agreement. The fee of the impartial arbitrator shall be borne equally by the parties.

ARTICLE XVIII — BULLETIN BOARDS

The Company agrees to provide bulletin boards at appropriate places on which the Union shall have the right to post notices of union recreational and social affairs, notices of union elections, notices of union appointments, results of union elections, and notices of union meetings.

From: Bennie Smith Jr
To: Bonett Jr., Edward J.
Cc: (b) (6), (b) (7)(C)
Subject: Re: Case Number 04-CB-281439
Date: Friday, September 3, 2021 2:03:44 PM

Greetings Mr. Bonett,

Good morning to you. Mr. Bonett, I am a little concerned at this point that you have not taken an affidavit from me at this time and I can't see how you can officially start a through and comprehensive investigation without an affidavit from me. [redacted] [redacted] affidavit seems appropriate enough to spell out the violation and that is a good thing.

So far our conversations on the telephone has been some what informal and I have been trying to send you enough information to show that the union violated [redacted] rights by not evoking article 7 of the NMA against the employer. You will **not** find in the CBA or the NBA that *"the arbitrator cannot deviate from awarding backpay if* [redacted] *decides to reinstate the employee."* The arbitrator must enforce the contract and if the grievant was **exonerated** during [redacted] arbitration hearing from the accusation, it stands the reason that the employee is **entitled** to any lost wages unless some kind of an written agreement was made by **all** parties that excluded back pay.

However, if the union don't make the argument in their opening statement of facts that the company's discharge was found to be unjust and that according to Article 7 of the NMA the employee should have been able to remain on the job **with-pay**. Neither the arbitrator or the committee members can consider the matter of back pay. In [redacted] case the union mentioned back pay in [redacted] **grievance form** but did **not** mention it in the union's opening statement of facts. That is why no back pay was awarded. But more important than that, we still don't know if it was an **arbitrator** who made the decision in [redacted] case or was it the **union and ups committee members**! And we also know that [redacted] did **not** enter into any written agreement that excluded [redacted] receiving back pay.

Bennie

-----Original Message-----
From: Bonett Jr., Edward J. <Edward.BonettJr@nlrb.gov>
To: Bennie Smith Jr <benny161@aol.com>
Sent: Fri, Sep 3, 2021 8:13 am
Subject: RE: Case Number 04-CB-281439

Mr. Smith,

Good morning. Where do I find the language that the arbitrator cannot deviate from awarding

backpay if he decides to reinstate the employee?

Ed

Edward J. Bonett, Jr.
NLRB
Labor Relations Attorney
Wanamaker Building
100 Penn Square East, Suite 403
Philadelphia, PA 19107
Ph: 215-597-9619
F: 215-597-7658

From: Bennie Smith Jr <benny161@aol.com>
Sent: Thursday, September 2, 2021 5:44 PM
To: Bonett Jr., Edward J. <Edward.BonettJr@nlrb.gov>
Subject: Case Number 04-CB-281439

Part 1

From: Bennie Smith Jr
To: Bonett Jr., Edward J.
Date: Friday, September 3, 2021 2:56:55 PM
Attachments: Smith Exhibit File 2.PDF.pdf

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read

TEAMSTERS LOCAL 804 AND UNITED PARCEL SERVICE GRIEVANCE PANEL

Established in accordance with the terms and conditions of the Local Union 804 Supplemental Agreement, entere into by and between Local 804, IBT and United Parcel Service, Inc.

IN THE MATTER OF THE DISPUTE BETWEEN

Teamsters Local 804
and
United Parcel Service, Inc.

Docket No [redacted]

Regular Case of:

Discharge Case o [redacted]

We, the undersigned, parties to the Local 804 and United Parcel Service Supplemental Agreement, hereby agree t submit the following dispute for a decision under the Rules of Procedure prescribed by the Teamsters Local 804 an United Parcel Service Grievance Committee, by virtue of its authority, as set forth in Article 18 of the Local 804 an United Parcel Service Supplemental Agreement.

The undersigned further agree that a majority decision of the Joint Committee in the above dispute will be final conclusive and binding with no appeal and, further, that neither party will attempt through any overt acts, to void th decision rendered.

Employer: **UNITED PARCEL SERVICE, INC.**

Signed by: [redacted]

Title: L[redacted]TH ATLANTIC

Local Union: **TEAMSTERS LOCAL 804**

Signed by: [redacted]

Title: [redacted]

I have been given every opportunity to present to the Panel, any and all information pertinent to my case. I have beer properly represented by my Local Union. I have been given a fair hearing with no evidence of discrimination.

[redacted]

DECISION

BOFP: Grievance Denied

COMMITTEE

CO

UNION

C [redacted]	[redacted]
Date:	Date:

Exhibit: N

From: Vlad Kachka
To: Bonett Jr., Edward J.
Subject: RE: Teamsters 623 (UPS) - (b) (6), (b) (7)(C)
Date: Tuesday, September 7, 2021 2:37:03 PM
Attachments: (b) (6), (b) (7)(C) Panel Decision.pdf
(b) (6), (b) (7)(C) Grievances.pdf

Good afternoon Ed,

I spoke with (b) (6), (b) (7)(C) and (b) (6) said that the Union asked for back pay for (b) (6), (b) (7)(C) but the Panel (which serves as an arbitrator) decided to not award back pay, only reinstatement. Find attached courtesy copies of the grievances that the Union filed and the Panel's decision regarding the termination grievance. The Panel's decision is on page 7. I uploaded the documents on the Board's website.

I know that the grievances are hard to read but the first grievance dated (b) (6), (b) (7)-2021 for "unjust termination" the Adjustment Request includes "Pay Back Pay."

Vlad
215-220-3295

From: Bonett Jr., Edward J. <Edward.BonettJr@nlrb.gov>
Sent: Tuesday, August 31, 2021 1:49 PM
To: Vlad Kachka <VKachka@spearwilderman.com>
Cc: Neal Goldstein <ngoldstein@spearwilderman.com>
Subject: RE: Teamsters 623 (UPS) - (b) (6), (b) (7)(C)

Vlad,

Hello. It seems the issue is backpay. The charging party says the Union has failed to demand backpay. Do you know whether the employee is entitled to backpay and if not, why not?

Thanks,
Ed

Edward J. Bonett, Jr.
NLRB
Labor Relations Attorney
Wanamaker Building
100 Penn Square East, Suite 403
Philadelphia, PA 19107
Ph: 215-597-9619
F: 215-597-7658

From: Bonett Jr., Edward J.
Sent: Tuesday, August 31, 2021 1:24 PM
To: Vlad Kachka <VKachka@spearwilderman.com>
Cc: Neal Goldstein <ngoldstein@spearwilderman.com>
Subject: RE: Teamsters 623 (UPS) - (b) (6), (b) (7)(C)

Thanks Vlad! I'll let you know if we need anything further. Once I have more evidence, I'll ask you any questions I might have.

Best,

Ed

Edward J. Bonett, Jr.
NLRB
Labor Relations Attorney
Wanamaker Building
100 Penn Square East, Suite 403
Philadelphia, PA 19107
Ph: 215-597-9619
F: 215-597-7658

From: Vlad Kachka <VKachka@spearwilderman.com>
Sent: Tuesday, August 31, 2021 12:27 PM
To: Bonett Jr., Edward J. <Edward.BonettJr@nlrb.gov>
Cc: Neal Goldstein <ngoldstein@spearwilderman.com>
Subject: RE: Teamsters 623 (UPS) - (b) (6), (b) (7)(C)

Good afternoon Ed,

First, find attached a courtesy copy of the entry of appearance I just filed.

Second, I just spoke with (b) (6), (b) (7)(C), a few minutes ago and (b) (6) said that (b) (6) has no idea why (b) (6), (b) (7)(C) feels the Union did not represent (b) (6), (b adequately.

(b) (6), said:

1. (b) (6), (b) (7)(C) works for UPS as an (b) (6), (b) (7)(C).
2. (b) (6) was fired for (b) (6), (b) (7)(C).
3. The Union filed a grievance and it went before a panel in Virginia Beach.
4. (b) (6), (b) (7)(C) was awarded (b) (6) job back.
5. The Union has filed and fully processed all requested grievances, and (b) (6) got the desired result.

(b) (6), (b) (7)(C) said (b) (6) will get copies of the panel decision and grievances, and I will email them to you as soon as I get them.

In the meantime, would you be able to provide more information about the Charging Parties' accusations?

Thanks,

Vlad
215-220-3295

From: Bonett Jr., Edward J. <Edward.BonettJr@nlrb.gov>
Sent: Monday, August 30, 2021 2:29 PM
To: Vlad Kachka <VKachka@spearwilderman.com>
Subject: RE: Teamsters 623 (UPS)

Super! Thank you.

Edward J. Bonett, Jr.
NLRB
Labor Relations Attorney
Wanamaker Building
100 Penn Square East, Suite 403
Philadelphia, PA 19107
Ph: 215-597-9619
F: 215-597-7658

From: Vlad Kachka <VKachka@spearwilderman.com>
Sent: Monday, August 30, 2021 2:27 PM
To: Bonett Jr., Edward J. <Edward.BonettJr@nlrb.gov>
Subject: Re: Teamsters 623 (UPS)

Hey Ed,

I have not been assigned this matter yet. However, it is safe to assume I will be. Thanks for letting me know.

I will email the Union's (b) (6), (b) (7)(C) and ask (b) (6), (b) about it.

Vlad
215-220-3295

From: Bonett Jr., Edward J. <Edward.BonettJr@nlrb.gov>
Sent: Monday, August 30, 2021 2:23 PM
To: Vlad Kachka <VKachka@spearwilderman.com>

Subject: Teamsters 623 (UPS)

Vlad,

Hello. Do you represent Teamsters 623? Here is a charge filed against the Union. If you represent them, can you give me some details about this? Thanks!

Ed

Edward J. Bonett, Jr.
NLRB
Labor Relations Attorney
Wanamaker Building
100 Penn Square East, Suite 403
Philadelphia, PA 19107
Ph: 215-597-9619
F: 215-597-7658

GRIEVANCE FORM

№ (b) (6), (b) (7)(C)

TEAMSTERS LOCAL UNION NO. 623
4369 RICHMOND STREET
PHILADELPHIA, PA 19137
TEL. #215-289-0580 FAX: #215-289-0645

PLEASE PRINT

GRIEVANT (b) (6), (b) (7)(C) EMPLOYER UPS

HOME ADD. (b) (6), (b) (7)(C) SENIORITY DATE (b) (6), (b) (7)(C)

CITY (b) (6), (b) (7)(C) CLASSIFICATION

ZIP (b) (6), (b) (7)(C) HOME PH.# WORK AREA (b) (6), (b) (7)(C)

CONTRACT VIOLATION

DATE OF VIOLATION (b) (6), (b) (7)(C) 2020 ARTICLE No. 51 SECTION

This grievance is filed under the above article(s) and all applicable articles ALL THAT

DATE GRIEVANCE SUBMITTED (b) (6), (b) (7)(C) 2020 SUBMITTED TO (SUPV./MGR (b) (6), (b) (7)(C)

NATURE OF GRIEVANCE:

UNJUST TERMINATION

ADJUSTMENT REQUESTED: REINSTATE EMPLOYEE TO FULL STATUS WITH ALL SENIORITY AND BENIFITS PAY BACK PAY

GRIEVANT (b) (6), (b) (7)(C) STEWARD (b) (6), (b) (7)(C)

CENTER LEVEL HEARING DATE DISCUSSED WITH

GRIEVANCE WAS SETTLED WITH UNION STEWARD: YES ____ NO ____

(Include all additional information on stewards investigation fact sheet when grievance is submitted to local union.)

GRIEVANCE SETTLEMENT:

PANAL DISITION

GRIEVANT UNION REP. COMPANY DATE

WHITE - *COMPANY COPY* YELLOW - *UNION COPY* PINK - *STEWARD COPY* GOLDENROD - *GRIEVANT COPY*

(b) (6), (b) (7)(C) [redacted]

GRIEVANCE FORM

TEAMSTERS LOCAL UNION NO. 623
4369 RICHMOND STREET
PHILADELPHIA, PA 19137
TEL. #215-289-0580 FAX: #215-289-0645

(b) (6), (b) (7)(C) [redacted] SE PRINT

GRIEVANT _____ EMPLOYER _____

HOME ADD. _____ SENIORITY DATE _____

CITY _____ CLASSIFICATION _____

ZIP _____ HOME PH.# _____ WORK AREA _____

(b) (6), (b) (7)(C) [redacted]

CONTRACT VIOLATION

DATE OF VIOLATION (b) (6), (b) (7)(C) [redacted] ARTICLE No. 7 SECTION 51

This grievance is filed under the above article(s) and all applicable articles

DATE GRIEVANCE SUBMITTED (b) (6), (b) (7)(C) [redacted] SUBMITTED TO (SUPV./MGR.) (b) (6), (b) (7)(C) [redacted]

NATURE OF GRIEVANCE: (b) (6), (b) (7)(C) [redacted] Suspension

ADJUSTMENT REQUESTED: Make whole

GRIEVANT (b) (6), (b) (7)(C) [redacted] STEWARD (b) (6), (b) (7)(C) [redacted]

CENTER LEVEL HEARING DATE (b) (6), (b) (7)(C) [redacted] DISCUSSED WITH (b) (6), (b) (7)(C) [redacted]

GRIEVANCE WAS SETTLED WITH UNION STEWARD: YES X NO ____

(Include all additional information on stewards investigation fact sheet when grievance is submitted to local union.)

GRIEVANCE SETTLEMENT: (b) (6), (b) (7)(C) [redacted]

(b) (6), (b) (7)(C) [redacted]

GRIEVANT UNION REP. COMPANY DATE

WHITE - *COMPANY COPY* YELLOW - *UNION COPY* PINK - *STEWARD COPY* GOLDENROD - *GRIEVANT COPY*

GRIEVANCE FORM

№ (b) (6), (b) (7)(C) [redacted]

TEAMSTERS LOCAL UNION NO. 623
4369 RICHMOND STREET
PHILADELPHIA, PA 19137
TEL. #215-289-0580 FAX: #215-289-0645

PLEASE PRINT

GRIEVANT (b) (6), (b) (7)(C) [redacted] EMPLOYER UPS

HOME ADD. _____ SENIORITY DATE (b) (6), (b) (7)(C) [redacted]

CITY _____ CLASSIFICATION (b) (6), (b) (7)(C) [redacted]

ZIP _____ HOME PH.# _____ WORK AREA (b) (6), (b) (7)(C) [redacted]

CONTRACT VIOLATION

DATE OF VIOLATION (b) (6), (b) (7)(C) [redacted] 2020 ARTICLE No. 51 SECTION _____

This grievance is filed under the above article(s) and all applicable articles ALL THAT APPLY

DATE GRIEVANCE SUBMITTED (b) (6), (b) (7)(C) [redacted] 2020 SUBMITTED TO (SUPV./MGR.) (b) (6), (b) (7)(C) [redacted]

NATURE OF GRIEVANCE: UNJUST TERMINATION

ADJUSTMENT REQUESTED: REINSTATE EMPLOYEE TO FULL STATUS WITH ALL RIGHTS AND BACK PAY

GRIEVANT (b) (6), (b) (7)(C) [redacted] STEWARD (b) (6), (b) (7)(C) [redacted]

CENTER LEVEL HEARING DATE _____ DISCUSSED WITH _____

GRIEVANCE WAS SETTLED WITH UNION STEWARD: YES X NO ____

(Include all additional information on stewards investigation fact sheet when grievance is submitted to local union.)

GRIEVANCE SETTLEMENT: Reduced to a time served suspension

GRIEVANT _____ UNION REP. _____ COMPANY (b) (6), (b) (7)(C) [redacted] DATE (b) (6), (b) (7)(C) [redacted]

WHITE - *COMPANY COPY* YELLOW - *UNION COPY* PINK - *STEWARD COPY* GOLDENROD - *GRIEVANT COPY*

GRIEVANCE FORM

№ [redacted] (b) (6), (b) (7)(C)

TEAMSTERS LOCAL UNION NO. 623
4369 RICHMOND STREET
PHILADELPHIA, PA 19137
TEL. #215-289-0580 FAX: #215-289-0645

[redacted] LEASE PRINT

GRIEVANT [redacted] (b) (6), (b) (7)(C) EMPLOYER UPS

HOME ADD. _____ SENIORITY DATE [redacted] (b) (6), (b) (7)(C)

CITY _____ CLASSIFICATION _____

ZIP _____ HOME PH.# _____ WORK AREA _____

CONTRACT VIOLATION

DATE OF VIOLATION [redacted] (b) (6), (b) (7)(C) /20 ARTICLE No. 7 SECTION 51

This grievance is filed under the above article(s) and all applicable articles

DATE GRIEVANCE SUBMITTED [redacted] (b) (6), (b) (7)(C) /20 SUBMITTED TO (SUPV/MGR. [redacted] (b) (6), (b) (7)(C)

NATURE OF GRIEVANCE: UNJUST DISCHARGE

ADJUSTMENT REQUESTED: REMOVE DISCHARGE

GRIEVANT X [redacted] (b) (6), (b) (7)(C) STEWARD [redacted] (b) (6), (b) (7)(C)

CENTER LEVEL HEARING DATE [redacted] (b) (6), (b) (7)(C) /20 DISCUSSED WITH [redacted] (b) (6), (b) (7)(C)

GRIEVANCE WAS SETTLED WITH UNION STEWARD: YES X NO ____

(Include all additional information on stewards investigation fact sheet when grievance is submitted to local union.)

GRIEVANCE SETTLEMENT: REMOVE DISCHARGE AND ACCEPT 2 D[redacted] (b) (6), (b) (7)(C)

GRIEVANT [redacted] (b) (6), (b) (7)(C) UNION REP. [redacted] (b) (6), (b) (7)(C) [redacted] (b) (6), (b) (7)(C) /20

WHITE - *COMPANY COPY* YELLOW - *UNION COPY* PI[redacted]PY GOL[redacted]

(b) (6), (b) (7)(C) [redacted]

GRIEVANCE FORM

TEAMSTERS LOCAL UNION NO. 623
4369 RICHMOND STREET
PHILADELPHIA, PA 19137
TEL. #215-289-0580 FAX: #215-289-0645

PLEASE PRINT

GRIEVANT (b) (6), (b) (7)(C) [redacted] EMPLOYER UPS

HOME ADD. _____ SENIORITY DATE (b) (6), (b) (7)(C) [redacted]

CITY _____ CLASSIFICATION [redacted]

ZIP _____ HOME PH.# _____ WORK AREA [redacted]

CONTRACT VIOLATION

DATE OF VIOLATION (b) (6), (b) (7)(C) [redacted] /19 ARTICLE No. 7 SECTION

This grievance is filed under the above article(s) and all applicable articles

DATE GRIEVANCE SUBMITTED (b) (6), (b) (7)(C) [redacted] /19 SUBMITTED TO (SUPV./MGR.) (b) (6), (b) (7)(C) [redacted]

NATURE OF GRIEVANCE: (b) (6), (b) (7)(C) [redacted] [illegible]

ADJUSTMENT REQUESTED: (b) (6), (b) (7)(C) [redacted]

GRIEVANT (b) (6), (b) (7)(C) [redacted] STEWARD (b) (6), (b) (7)(C) [redacted]

CENTER LEVEL HEARING DATE (b) (6), (b) (7)(C) [redacted] /19 DISCUSSED WIT (b) (6), (b) (7)(C) [redacted]

GRIEVANCE WAS SETTLED WITH UNION STEWARD: YES ✓ NO

(Include all additional information on stewards investigation fact sheet when grievance is submitted to local union.)

GRIEVANCE SETTLEMENT:

ACCEPT (b) (6), (b) (7)(C) [redacted]

GRIEVANT (b) (6), (b) (7)(C) [redacted] UNION REP (b) (6), (b) (7)(C) [redacted] COMPAN (b) (6), (b) (7)(C) [redacted] DATE

WHITE - *COMPANY COPY* YELLOW - *UNION COPY* PINK - *STEWARD COPY* GOLDENROD - *GRIEVANT COPY*

(b) (6), (b) (7)(C) [redacted]

GRIEVANCE FORM

TEAMSTERS LOCAL UNION NO. 623
4369 RICHMOND STREET
PHILADELPHIA, PA 19137
TEL. #215-289-0580 FAX: #215-289-0645

PLEASE PRINT

GRIEVANT (b) (6), (b) (7)(C) [redacted] EMPLOYER UPS

HOME ADD. _____ SENIORITY DATE _____

CITY _____ CLASSIFICATION (b) (6), (b) (7)(C) [redacted]

ZIP _____ HOME PH.# _____ WORK AREA (b) (6), (b) (7)(C) [redacted]

CONTRACT VIOLATION

DATE OF VIOLATION (b) (6), (b) (7)(C) [redacted] ARTICLE No. _____ SECTION _____

This grievance is filed under the above article(s) and all applicable articles

DATE GRIEVANCE SUBMITTED (b) (6), (b) (7)(C) [redacted] SUBMITTED TO (SUPV./MGR.) _____

NATURE OF GRIEVANCE: 9-5 VIOLATION

ADJUSTMENT REQUESTED: REMOVE OT MATCH
PAY PENALTY

GRIEVANT _____ STEWARD (b) (6), (b) (7)(C) [redacted]

CENTER LEVEL HEARING DATE _____ DISCUSSED WITH _____

GRIEVANCE WAS SETTLED WITH UNION STEWARD: YES ✓ NO ____

(Include all additional information on stewards investigation fact sheet when grievance is submitted to local union.)

GRIEVANCE SETTLEMENT: PAID ALL HOURS WORKED OVER
9.5 AT TRIPLE TIME

GRIEVANT _____ UNION REP (b) (6), (b) (7)(C) [redacted] COMPANY (b) (6), (b) (7)(C) [redacted]

WHITE - *COMPANY COPY* YELLOW - *UNION COPY* PINK - *STEWARD COPY* GOLDENROD - *GRI*

ATLANTIC AREA PARCEL GRIEVANCE COMMITTEE
APRIL 2021
MINUTES

Westin Virginia Beach Town Center
4535 Commerce Street

SUMMARY OF APRIL 2021 MINUTES
Breakdown of the 165 Cases on the April Agenda

116	**Cases**	**Held by the Committee**	**4 Discharges**	**0 Suspensions**	**112 Regular**
28	**Cases**	**Settled and/or Withdrawn**	**6 Discharges**	**1 Suspensions**	**21 Regular**
3	**Cases**	**Postponed by the Company**	**1 Discharges**	**0 Suspensions**	**2 Regular**
2	**Cases**	**Postponed by the Union**	**1 Discharges**	**0 Suspensions**	**1 Regular**
16	**Cases**	**Heard**	**9 Discharges**	**0 Suspensions**	**7 Regular**

The following (116) Cases were Held by the Committee:

The following (4) DISCHARGE Cases were Held by the Committee:

(b) (6), (b) (7)(C) [redacted]

Local 639 vs UPS, Laurel, MD
Local 639 vs UPS, Laurel, MD
Local 391 vs UPS, Manteo, NC
Local 639 vs UPS, Landover, MD

The following (0) SUSPENSION Cases were Held by the Committee:

The following (112) REGULAR Case was Held by the Committee:

(b) (6), (b) (7)(C) [redacted]

Local 509 vs UPS, West Columbia, SC
Local 509 vs UPS, West Columbia, SC
Local 509 vs UPS, West Columbia, SC
Local 509 vs UPS, West Columbia, SC
Local 509 vs UPS, West Columbia, SC
Local 509 vs UPS, West Columbia, SC
Local 509 vs UPS, West Columbia, SC
Local 509 vs UPS, West Columbia, SC
Local 509 vs UPS, West Columbia, SC
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Local 509 vs UPS, West Columbia, SC

(b) (6), (b) (7)(C)

[redacted]

Local 509 vs UPS, West Columbia, SC
Local 509 vs UPS, West Columbia, SC
Local 171 vs UPS, Dublin, VA
Local 171 vs UPS, Lynchburg, VA
Local 171 vs UPS, Lynchburg, VA
Local 171 vs UPS, Dublin, VA
Local 623 vs UPS, Philadelphia, PA
Local 391 vs UPS, Chapel Hill, NC
Local 171 vs UPS, Roanoke, VA
Local 509 vs UPS, Myrtle Beach, SC
Local 509 vs UPS, Myrtle Beach, SC
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Local 509 vs UPS, Columbia, SC

(b) (6), (b) (7)(C) [redacted]

Local 509 vs UPS, Columbia, SC
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Local 822 vs UPS, Suffolk, VA

(b) (6), (b) (7)(C) [redacted]

Local 822 vs UPS, Suffolk, VA
Local 171 vs UPS, Roanoke, VA
Local 171 vs UPS, Roanoke, VA
Local 171 vs UPS, Roanoke, VA

The following (28) Cases were <u>Settled and/or Withdrawn:</u>

The following (6) DISCHARGE Cases were <u>Settled and/or Withdrawn:</u>

(b) (6), (b) (7)(C) [redacted]

Local 171 vs UPS, Roanoke, VA
Local 639 vs UPS, Landover, MD
Local 509 vs UPS, Sumter, SC
Local 391 vs UPS, Durham, NC
Local 509 vs UPS, West Columbia, SC
Local 322 vs UPS, Chesterfield, VA

The following (1) SUSPENSION Cases were <u>Settled and/or Withdrawn:</u>

(b) (6), (b) (7)(C) [redacted]

Local 391 vs UPS, Edenton, NC

The following (21) REGULAR Cases were <u>Settled and/or Withdrawn:</u>

(b) (6), (b) (7)(C) [redacted]

Local 171 vs UPS, Roanoke, VA
Local 509 vs UPS, West Columbia, SC
Local 509 vs UPS, West Columbia, SC
Local 509 vs UPS, West Columbia, SC
Local 171 vs UPS, Roanoke, VA
Local 639 vs UPS, Landover, MD
Local 639 vs UPS, Landover, MD
Local 639 vs UPS, Landover, MD
Local 639 vs UPS, Landover, MD
Local 639 vs UPS, Landover, MD
Local 639 vs UPS, Landover, MD
Local 509 vs UPS, West Columbia, SC
Local 509 vs UPS, West Columbia, SC
Local 509 vs UPS, West Columbia, SC
Local 509 vs UPS, West Columbia, SC
Local 509 vs UPS, West Columbia, SC
Local 509 vs UPS, West Columbia, SC
Local 391 vs UPS, Hope Mills, NC
Local 509 vs UPS, Myrtle Beach, SC
Local 509 vs UPS, Myrtle Beach, SC
Local 29 vs UPS, Front Royal, VA

The following (3) Cases were <u>Postponed by the Company:</u>

The following (1) DISCHARGE Cases were <u>Postponed by the Company:</u>

(b) (6), (b) (7)(C) Local 639 vs UPS, Landover, MD

The following (0) SUSPENSION Cases were <u>Postponed by the Company:</u>

The following (2) REGULAR Cases were <u>Postponed by the Company:</u>

(b) (6), (b) (7)(C)

Local 171 vs UPS, Roanoke, VA
Local 822 vs UPS, Newport News, VA

The following (2) Cases were <u>Postponed by the Union:</u>

The following (1) DISCHARGE Cases were <u>Postponed by the Union:</u>

(b) (6), (b) (7)(C) Local 509 vs UPS, Myrtle Beach, SC

The following (0) SUSPENSION Cases were <u>Postponed by the Union:</u>

The following (1) REGULAR Cases were <u>Postponed by the Union:</u>

(b) (6), (b) (7)(C) Local 509 vs UPS, West Columbia, SC

The following (16) Cases were <u>Heard:</u>

The following (9) DISCHARGE Cases were <u>Heard:</u>

(b) (6), (b) (7)(C) called case (b) (6), (b) (7)(C) <u>Local 639 vs UPS, Landover, MD</u>

Discharge of (b) (6), (b) (7)(C)

Decision: Based on the facts presented, and the testimony of the grievant the discharge is reduced to a (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) called case (b) (6), (b) (7)(C) <u>Local 639 vs UPS, Landover, MD</u>

Discharge of (b) (6), (b) (7)(C)

Decision: The discharge is sustained the grievant will be made whole for (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) **This case is non referenceable and non precedent setting. The overpayment owed to the company will be deducted from th** (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) **The amount will be** (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) called case (b) (6), (b) (7)(C) Local 623 vs UPS, Philadelphia, PA

Discharge of (b) (6), (b) (7)(C)

Decision: Based on the facts presented, the charges of violation of the UPS Workplace Violence Prevention Policy and UPS Professional Conduct and Anti-Harassment Policy were not shown. The Grievant's actions in destroying Company property provided just cause for a time served suspension. The Grievant is also to reimburse the company for the cost of repairing the (b) (6), (b) (7)(C) No reference; no precedent.

(b) (6), (b) (7)(C) called case (b) (6), (b) (7)(C) Local 391 vs UPS, Raleigh, NC

Discharge of (b) (6), (b) (7)(C)

Decision: Based on the facts presented, and the testimony of the grievant, the grievance is denied.

(b) (6), (b) (7)(C) called case (b) (6), (b) (7)(C) Local 509 vs UPS, Spartanburg, SC

Discharge of (b) (6), (b) (7)(C)

Decision: Based on the facts presented, including the testimony of the Grievant, the discharge is mitigated to a time-served suspension. No Reference, no precedent.

(b) (6), (b) (7)(C) called case (b) (6), (b) (7)(C) Local 29 vs UPS, Charlottesville, VA

Discharge of (b) (6), (b) (7)(C)

Decision: Based on the facts presented, including the testimony of the grievant, just cause was shown for discharge. The grievance is denied.

(b) (6), (b) (7)(C) called case (b) (6), (b) (7)(C) Local 639 vs UPS, Gaithersburg, MD

Discharge of (b) (6), (b) (7)(C)

Decision: Based on the facts presented, and the Grievant's own testimony, discharge reduced to a (b) (6), (b) (7)(C) RTW (b) (6), (b) (7)(C) 2021. This is a last and final from the panel.

(b) (6), (b) (7)(C) called case (b) (6), (b) (7)(C) Local 355 vs UPS, Salisbury, MD

Discharge of (b) (6), (b) (7)(C)

Decision: Based on the facts presented, and the grievant's own testimony, grievance denied.

(b) (6), (b) (7)(C) called case (b) (6), (b) (7)(C) Local 623 vs UPS, Philadelphia, PA

Discharge of (b) (6), (b) (7)(C)

Decision: Based on the facts presented, the discharge is reduced to a time served suspension, the panel did not rule on the point of order. No reference; non-precedent setting.

The following (0) SUSPENSION Cases were Heard:

The following (7) REGULAR Cases were Heard:

(b) (6), (b) (7)(C) called case (b) (6), (b) (7)(C) Local 171 vs UPS, Roanoke, VA

On behalf of all affected, the Union is claiming violation of Article 48 and any other applicable Article & Section.

Decision: Deadlock to National Panel.

(b) (6), (b) (7)(C) called case (b) (6), (b) (7)(C) Local 509 vs UPS, West Columbia, SC

On behalf of (b) (6), (b) (7)(C) the Union is claiming violation of Articles 46, 48 and all applicable.

Decision: Point of order is upheld. No reference; non-precedent setting.

(b) (6), (b) (7)(C) called case (b) (6), (b) (7)(C) Local 509 vs UPS, West Columbia, SC

On behalf of (b) (6), (b) (7)(C) the Union is claiming violation of Articles 46, 48 and all applicable.

Decision: Point of order is upheld from the Company. No reference; non-precedent setting.

(b) (6), (b) (7)(C) called case (b) (6), (b) (7)(C) Local 509 vs UPS, West Columbia, SC

On behalf of (b) (6), (b) (7)(C) the Union is claiming violation of Articles 46, 48 and all applicable.

Decision: Point of order is upheld from the Company. No reference; non-precedent setting.

(b) (6), (b) (7)(C) alled case (b) (6), (b) (7)(C) Local 509 vs UPS, West Columbia, SC

On behalf of (b) (6), (b) (7)(C) the Union is claiming violation of Article 48 and all applicable (b) (6), (b) (7)(C)

Decision: No Contract Violation.

(b) (6), (b) (7)(C) called case (b) (6), (b) (7)(C) Local 509 vs UPS, West Columbia, SC

On behalf of (b) (6), (b) (7)(C) the Union is claiming violation of Article 48 and all applicable (b) (6), (b) (7)(C)

Decision: Refer back to the parties for 30 days. This panel holds jurisdiction.

(b) (6), (b) (7)(C) called case (b) (6), (b) (7)(C) Local 509 vs UPS, West Columbia, SC

On behalf of (b) (6), (b) (7)(C) the Union is claiming violation of Article 48 and all applicable (b) (6), (b) (7)(C)

Decision: Refer back to the parties.

ATLANTIC AREA PARCEL GRIEVANCE COMMITTEE

A T T E N D A N C E

April 12 - 15, 2021

Westin Virginia Beach Town Center
4535 Commerce Street
Virginia Beach, VA 23463

FOR THE UNION				FOR THE COMPANY
(b) (6), (b) (7)(C) [redacted]		322		Norm Brothers
		322		Linsday Marshall
		391		Mark Aaron
		171		Matt Hoffman
		639		Eric Bringe
		822		John Punte
		29		Bob Cowie
		623		Shuriano Murren
		623		Levi Fletcher
		623		Lester Grant
		509		Tom McCreeney
		71		Dejay Favreau
		71		Mike Sorden
		71		Greg Hill
		322		Walt Baker
		391		Jasmine Haynes
		175		Cameron Donovan
		355		Guests:
		355		Rodney Overton
		822 / IBT		Carlo Massaro
		391		Josh Gentry
		509		Roberto Clasen
		509		Jeff Hoffman
		822		Jake McClease
		639		Jimmy Foreback
		639		
		639		
		171		
		509		

Ira F. Jaffe, Arbitrator

From:	Bennie Smith Jr
To:	Bonett Jr., Edward J.
Cc:	(b) (6), (b) (7)(C)
Subject:	Case Number: 04-CB-281439
Date:	Friday, September 10, 2021 12:45:29 PM
Attachments:	Civil Complaint.docx

Greetings Mr. Bonett,

I am enclosing a copy of the proposed complaint that will be filed for any damages that the NLRB cannot recover for (b) (6), (b) (7)(C). If you have any questions please give me a call. Thank you.

Mr. Smith

UNITED STATES DISTRICT COURT
(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

Plaintiff,

-against-

United Parcel Service Inc. (UPS), and
Local 623 Union International Brotherhood of Teamsters (IBT),

Defendants.

Complaint
for a Civil Case

Jury Trial: Yes

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PARTIES TO COMPLAINT 3

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CERTIFICATE AND CLOSING…….....7

EXHIBIT TAB…….8

A. National Master United Parcel Service Agreement (NMA) Article 7 and Article 8

B. Local Union No. 623 & UPS Supplemental Agreement to the National Master UPS Service Agreement (CBA) Article 51

C. Notice of Discharge

D. Labor Management Relations Act: Section 301(a)

E. Title 29 (U.S.C. §185)

I. The Parties to This Complaint:

A. The Plaintiff(s)

Name	(b) (6), (b) (7)(C)
Street Address	
City and County	
State and Zip Code	
Telephone Number	
E-mail Address	

B. The Defendant(s)

Defendant No. 1

Name	United Parcel Service Inc. (UPS)	
Job or Title	Corporation Service Company	
Street Address	2595 Interstate Drive, Suite 103	
City and County	Harrisburg	Dolphin County
State and Zip Code	Pennsylvania, 17110	
Telephone Number	888-690-2882	
E-mail Address	Unknown	

Defendant No. 2

Name	Local 623 Union (IBT)	
Job or Title	Labor Union	
Street Address	4369 Richmond Avenue	
City and County	Philadelphia	Delaware County
State and Zip Code	Pennsylvania, 19137	
Telephone Number	215-289-0580	
E-mail Address	(b) (6), (b) (7)(C) @teamsterslocal623.org	

II. Basis for Jurisdiction:

Federal Question

A. This action is brought for unlawful discharge and unfair labor practices in employment pursuant to:

1. Article 7 and Article 8 of the National Master United Parcel Service Agreement (NMA)
2. Article 51, of the Local Union No. 623 & UPS Supplemental Agreement to the National Master UPS Agreement (Collective Bargaining Agreement) (CBA),
3. Labor Management Relations Act (LMRA) §301, and
4. Title 29 U.S.C. §185

III. Injuries:

1. Is more than $11,000.00 in loss wages, (*not counting interest*), compensatory and exemplary damages, and court costs at approximately $467.00, because on or about (b) (6), (b) (7)(C) 2021, Plaintiff was wrongfully discharge by Defendant UPS and Defendant Local 623 union failed to represent Plaintiff by failing to process Plaintiff's grievance in accordance with Article 8, of the (CBA) and by failing to invoke Article 7 of the (NMA) against Defendant UPS. As a result, Plaintiff sustained partial loss of (b) (6), salary, and allowances from (b) (6), (b) (7)(C) 2021, thru (b) (6), (b) (7)(C) 2021.

IV. Statement of Claim:

1. On or about (b) (6), (b) (7)(C) 2018, Plaintiff was hired by Defendant UPS as a (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) and assigned to the Oregon Avenue Facility located at 155 Oregon Avenue, Philadelphia, PA 19132, On or about (b) (6), (b) (7)(C) 2021, Plaintiff was informed by Defendant UPS's (b) (6), (b) (7)(C) that Plaintiff had been discharged **without-pay** for dishonesty particularly (b) (6), (b) (7)(C). Plaintiff was then forced to remain suspended **without-pay** from (b) (6), (b) (7)(C) 2021, thru (b) (6), (b) (7)(C) 2021, in violation of Article 7 of the NMA and in violation Article 51, of the CBA. Plaintiff was not allowed to remain on the job **with-pay** pursuant to Article 7 of the NMA.

2. On or about (b) (6), (b) (7)(C) 2021, Plaintiff informed Defendant Local 623 union's (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) and Local 623 union's (b) (6), (b) (7)(C) that Defendant UPS had discharged Plaintiff without pay in violation of Article 7 of the NMA. On or about (b) (6), (b) (7)(C) 2021, Defendant UPS and Local 623 union held a panel meeting which resulted in Plaintiff being found not guilty of violating any UPS policy and thus Plaintiff was reinstated to (b) (6), place of employment however, Plaintiff did **not** receive any back pay for loss wages after Defendant UPS violated Article 7, of the NMA. The last bit of information that Plaintiff received from Defendant local 623 union was that the committee would have to vote on Plaintiff's back pay issue.

3. Article 7, of the NMA states that "*except in cases involving cardinal infractions under the applicable Supplement, Rider or Addendum, an employee to be discharged or suspended shall be allowed to remain on the job, without loss of pay unless and until the discharge or suspension is sustained under the grievance procedure*", see exhibit: (A). Article 51, states that "*the following shall be causes for discharge or suspension of an employee: calling an unauthorized strike or walkout, Drunkenness, drinking during working hours, (including lunchtime), Being under the influence of liquor or drugs during working hours, Illegal possession of drugs, Proven theft or dishonesty, A rollaway accident that is a serious accident as defined in Article 18 Section 3, Any unreported accident, Unprovoked physical assault on a shipper, consignee or Employer or the representative of any of them during working hours, or Carrying unauthorized passengers in Employer's vehicle.*". Article 51, of the CBA also states that "*The Employer shall **not** discharge nor suspend any employee without just cause.* See Exhibit: (B).

4. Plaintiff was **not** discharged for calling an unauthorized strike or walkout, Drunkenness, drinking during working hours, (including lunchtime), Being under the influence of liquor or drugs during working hours, Illegal possession of drugs, Proven theft or dishonesty, A rollaway accident that is a serious accident as defined in Article 18 Section 3, Unprovoked physical assault on a shipper, consignee or Employer or the representative of any of them during working hours, or Carrying unauthorized passengers in Employer's vehicle, **nor had** Defendant UPS **proven** that Plaintiff committed any cardinal violation, unreported accident, any violation of the UPS's "*340 Methods and Procedures Manual*", no alleged or cited

violation of UPS's "*Policy Manual*", no alleged or cited violation of UPS's "*Code of Business Conduct Manual*" and no alleged or cited violation of UPS "*Policy Notices*", and therefore, in accordance to Article 7 of the (NMA) "*Plaintiff, shall be allowed to remain on the job, without loss of pay unless and until Plaintiff's discharge or suspension is sustained under the grievance procedure.*

5. Defendant UPS wrongfully discharged Plaintiff without just cause in violation of Article 7 and 8 of the NMA and in violation of Article 51, of the CBA. Defendant Local 623 union refused to represent Plaintiff by failing to invoke Article 7 of the (NMA) against Defendant UPS for violating Plaintiff's right to remain on the job with-pay until Plaintiff's arbitration is decided. Section 8(b)(1)(A) of the National Labor Relations Act (NLRA) makes it unlawful for a labor organization or its agents "*to restrain or coerce employees in the exercise of the rights guaranteed them in Section 7 of the Act, provided that this paragraph shall not impair the right of a labor organization to prescribe its own rules with respect to the acquisition or retention of membership therein*." For example, a union may not breach their duty to fairly represent employees. Although a union's conduct is entitled to a wide range of reasonableness, a union may not act arbitrarily, discriminatorily, or in bad faith. "Bad faith" means fraud, deceit, or dishonesty. Defendant Local 623 union had exclusive jurisdiction and responsibility to represent union members. Article 7 of the NMA states that: "*The procedures set forth in the local, state and area grievance procedure may be invoked only by the authorized Union representative or Employer*". Defendant UPS's and Defendant Local 623 union's conduct towards Plaintiff violated the Labor Management Relations Act: Section 301, Title (29 U.S.C. §185), see Exhibits: (A), (B), (D), & (E). To prevail, the plaintiff must prove each of the following by a preponderance of the evidence:

1. That the Plaintiff was discharged from employment by the employer.
2. That such discharge was without "*just cause*;" and
3. That the Union breached its duty to fairly represent the Plaintiff's interests under the NMA and CBA.

V. Relief:

1. That Plaintiff be reimbursed for all loss wages, legal fees, compensatory and exemplary damages, any other cost that the Court see fit, and that Plaintiff be made whole again.

VI. Exhaustion of Federal Administrative Remedies:

On August 17, 2021, Plaintiff filed a complaint with the National Labor Relations Board (NLRB) against Defendant UPS for violating Plaintiff's right to remain on the job with pay in violation of Article 7 of the NMA and in violation of Article 51, of the CBA, and against Local 623 Union (IBT) for refusing to process Plaintiff's grievance in accordance with Article 7 and 8, of the NMA. Case Number: 04-CB-281439.

VII. Certification and Closing:

Under Federal Rule of Civil Procedure 11, by signing below, I certify to the best of my knowledge, information, and belief that this complaint: (1) true and correct (2) is not being presented for an improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation; (3) is supported by existing law or by a non-frivolous argument for extending, modifying, or reversing existing law; (4) the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery; and (5) the complaint otherwise complies with the requirements of Rule 11.

C. For Parties Without an Attorney

I agree to provide the Clerk's Office with any changes to my address where case-related papers may be served. I understand that my failure to keep a current address on file with the Clerk's Office may result in the dismissal of my case.

Date of signing: _____

Signature of Plaintiff _____

Printed Name of Plaintiff (b) (6), (b) (7)(C) Pro Se.

Exhibit Table of Contents

A. National Master United Parcel Service Agreement (NMA)

B. Local Union No. 623 & UPS Supplemental Agreement to the National Master UPS Agreement (CBA)

C. Notice of Discharge

D. Labor Management Relations Act: Section 301(a)

E. Title 29 (U.S.C. §185)

EXHIBIT: A

NATIONAL MASTER
UNITED PARCEL SERVICE
AGREEMENT

For the Period:

August 1, 2018

through July 31, 2023

ARTICLE 7. LOCAL AND AREA GRIEVANCE MACHINERY

Except in cases involving cardinal infractions under the applicable Supplement, Rider or Addendum, an employee to be discharged or suspended shall be allowed to remain on the job, without loss of pay unless and until the discharge or suspension is sustained under the grievance procedure. Notwithstanding the foregoing, any superior provisions in Supplements, Riders or Addenda shall prevail. The Union agrees it will not unreasonably delay the processing of such cases.

If the Employer and the Union cannot agree locally on whether an arbitration case involving any suspension or discharge should be postponed, the issue shall be submitted for resolution to the Employer's Vice-President of Labor Relations and the Parcel and Small Package Division Director, or their designees.

Provisions relating to local, state and area grievance machinery are set forth in the applicable Supplements, Riders or Addenda to this Agreement. Supplements shall provide for regular, scheduled meetings each quarter for the arbitration of points of order arising from discharge and suspension grievances, except those involving timeliness or discipline pursuant to Articles 16, 18 or 35 of this Agreement. These meetings may be cancelled by written mutual agreement. T e procedures set forth in the local, state and area grievance procedure may be invoked only by the authorized **Union representative** or Employer.

All monetary grievance settlements shall be submitted by separate check payable to the grievant or grievant(s) and a copy of the same sent to the Local Union for their records. Such settlements shall be paid within ten (10) working days of the settlement. In addition, any monetary awards based on panel decisions will be made within ten (10) business days of receipt by the Company of the written panel decision. Authorized representatives of the Union may file grievances alleging violation of this Agreement, under local grievance procedure, or as provided herein. Time limitations regarding the processing of grievances, if not set forth in the respective Supplemental Agreements, Riders or Addenda, must appear in the Rules of Procedures of the various grievance committees and shall apply equally to the Employer, the Union, and the employees.

EXHIBIT: B

Local Union No. 623
and
United Parcel Service
Supplemental Agreement
to the
NATIONAL MASTER
UNITED PARCEL SERVICE
AGREEMENT

For the Period:

August 1, 2018

through July 31, 2023

ARTICLE 51 - DISCHARGE OR SUSPENSION

The Employer shall not discharge nor suspend any employee without just cause until the case has been discussed with the Business Agent in person, where practical, except where the provisions of this Article provide for discharge, but in respect to suspension or discharge shall give at least one warning notice of the complaint against such employee to the employee, in writing, and a copy of the same to the Union and Job Steward affected.

The warning notice as herein provided shall not remain in effect for a period of more than nine (9) months from date of said warning notice.

No warning notice need be given to an employee before he is discharged if the cause of such discharge is:

Calling an unauthorized strike or walkout,

Drunkenness, drinking during working hours, (including lunchtime),

Being under the influence of liquor or drugs during working hours,

Illegal possession of drugs,

Proven theft or dishonesty,

A rollaway accident that is a serious accident as defined in Article 18 Section 3,

An unreported accident,

Unprovoked physical assault on a shipper, consignee or Employer or the representative of any of them during working hours,

Carrying unauthorized passengers in Employer's vehicle.

Discharge must be by proper written notice to the employee and the Union affected. Any employee may request an investigation as to his discharge or suspension. Should such investigation prove that an injustice has been done an employee, he shall be reinstated. Appeal from discharge, suspension or warning notice must be taken within ten (10) days by written notice and a decision reached within thirty (30) days from the date of discharge, suspension, or warning notice.

EXHIBIT: C

United Parcel Service
15 Oregon Avenue
Philadelphia, PA 19148

(b) (6), (b) (7)(C) 2021

(b) (6), (b) (7)(C)

Cert.# (b) (6), (b) (7)(C)
Employee # (b) (6), (b) (7)(C)

Dear (b) (6), (b) (7)(C)

On (b) (6), (b) (7)(C) 2021, a meeting was held with you, Union (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) and Mt Airy Center (b) (6), (b) (7)(C). Discussed was your act of dishonesty, particularly (b) (6), (b) (7)(C).

You have committed in the past that you would follow proper company methods, procedures and instructions: yet you continue to fail to follow your supervisor's instructions, specifically reporting (b) (6), (b) (7)(C) immediately. As a result of your actions you have been discharged.

This is an Official Discharge Notice as outlined in the current labor agreement between UPS and I.B.T., Local 623.

Sincerely,
UPS, Inc.
(b) (6), (b) (7)(C)

Local# 0623
Cert.# (b) (6), (b) (7)(C)
(b) (6), (b) (7)(C)
Center File

EXHIBIT: D

SECTION 301(a) AND THE EMPLOYEE: AN ILLUSORY REMEDY

I. Introduction

Section 301(a) of the Labor Management Relations Act[1] provides that any federal district court may hear suits based upon the breach of a contract between an employer and a labor organization.[2] Although it would appear that the basic purpose of the section was to "give to *employers* the right to sue a union in interstate commerce, in a Federal court, for violation of contract,"[3] the United States Supreme Court, in *Smith v. Evening News Ass'n*,[4] held that an *individual employee* may sue, under section 301(a), for a breach of the collective bargaining agreement between his employer and his union.[5]

Mr. Justice Black, dissenting in *Smith*, noted that the majority opinion "studiously refrains from saying when, for what kinds of breach, or under what circumstances an individual employee can bring a Section 301 action . . . ."[6] And in 1965, just three years after *Smith*, in another dissent, Mr. Justice Black underscored his *Smith* observation by adding, in *Simmons v. Union News Co.*,[7] that although the Supreme Court "has not yet gone so far as to say that where there is a personal grievance for breach of a collective bargaining agreement,

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1. Labor Management Relations Act (Taft-Hartley Act) § 301(a), 61 Stat. 156 (1947), 29 U.S.C. § 185(a) (1964).

2. "Suits for violation of contracts between an employer and a labor organization representing employees in an industry affecting commerce as defined in this chapter, or between any such labor organizations, may be brought in any district court of the United States having jurisdiction of the parties, without respect to the amount in controversy or without regard to the citizenship of the parties." Ibid.

3. 93 Cong. Rec. 5014 (1947) (remarks of Senator Ball). (Emphasis added.) "[A] fair reading of § 301 in the context of its enactment shows that the suit that Congress primarily contemplated was the suit against a union for strike in violation of contract. . . . [W]e might in turn find a federal right in the union to sue for a lockout in violation of contract." Textile Workers v. Lincoln Mills, 353 U.S. 448, 479 (dissenting opinion).

But there is language in the congressional debates which indicates that an individual employee's suit was contemplated by the section. Congressman Hartley, a drafter of the section, acknowledged the following statement as accurate: "[I]n other words, proceedings could . . . be brought by the employers, the labor organizations, or interested individual [sic] . . . to secure declarations from the Court of legal rights under the contract." 93 Cong. Rec. 3656-57 (1947) (remarks of Congressmen Barden and Hartley). See 93 Cong. Rec. 4207 (1947) (remarks of Senator Morse).

For the legislative history of section 301(a), see, e.g., Appendix to Textile Workers v. Lincoln Mills, 353 U.S. at 485.

4. 371 U.S. 195 (1962).

5. The Court interpreted the word "between" in the section as referring to "contracts," and not to "suits." Id. at 200.

6. Id. at 204 (dissenting opinion).

7. 382 U.S. 884 (1965). The Supreme Court here denied certiorari. The case is reported below at 341 F.2d 531 (6th Cir. 1965).

the employee can be deprived of an independent judicial determination of the claim by an *agreement between the union and the employer* that no breach exists . . . denial of certiorari in this case . . . will undoubtedly lead people to believe, and I fear with cause, that this Court is now approving such a forfeiture of contractual claims of individual employees."[8]

II. Final Determination Clauses

A. *Generally*

Simmons arose out of the same facts as did an earlier case, *Hildreth v. Union News Co.*,[9] in which the Supreme Court also denied certiorari. In *Hildreth*, the Sixth Circuit rejected plaintiff-employee's contention that *Smith* constituted a basis upon which to reverse its earlier decision[10] barring the employee's section 301(a) action. The collective bargaining agreement in *Hildreth* had stipulated that an employee could be discharged for "just cause" only;[11] plaintiff argued that his dismissal was not for "just cause" and was thus in violation of the contract.[12] The contract stipulated that a union-employer agreement that an employee's discharge was for "just cause" would be "final and binding upon the parties."[13] This final determination clause formed the basis of the subsequent decision, where the court held that:

> The right of an individual employee to process an alleged grievance is not the issue in this case. Rather, it is whether . . . the Union had the authority . . . to agree with the [employer] . . . on necessary corrective measures . . . without such action being treated as a breach of the collective bargaining agreement.[14]

Consequently, the final determination clause in the collective bargaining contract constituted an effective affirmative defense.

The import of this holding was aptly summarized in a later Fifth Circuit case, which, referring to *Hildreth*, observed that "the doors of the court were open but the claim was barred."[15] It would appear that whatever the theoretical merit of the distinction adhered to in *Hildreth*, its practical effect is that it renders *Smith* nugatory from the standpoint of the individual employee. This conclusion follows from the fact that an overwhelming proportion of collective bargaining agreements contain a final determination clause similar to the one in *Hildreth*; that is, some provision to the effect that a determination under the grievance procedure shall be "final and binding upon the parties."[16] This

8. 382 U.S. at 886 (dissenting opinion). (Emphasis added.)
9. 315 F.2d 548 (6th Cir.), cert. denied, 375 U.S. 826 (1963).
10. Union News Co. v. Hildreth, 295 F.2d 658 (6th Cir. 1961).
11. Id. at 660.
12. Id. at 662.
13. Id. at 660.
14. 315 F.2d at 551.
15. Haynes v. United States Pipe & Foundry Co., 362 F.2d 414, 418 (5th Cir. 1966).
16. Ninety percent of collective bargaining agreements in the United States provide for grievance and arbitration procedures. 2 BNA Collective Bargaining Negotiations and Contracts 51:6-7 (1965). "Arbitration," by definition, is to be a "final determination." Ibid.

fact, coupled with the fact that Mr. Justice Black's dissents in *Smith* and *Simmons* have not deterred subsequent tribunals from adhering to the *Hildreth* rationale,[17] would seem to justify the conclusion that union and management, simply by including a final determination clause in the collective bargaining contract, may effectively bar judicial review of the merits of an employee's breach of contract suit. Yet, in referring to the Supreme Court's decision in *Humphrey v. Moore*,[18] a case in which the collective bargaining agreement also contained a final determination clause,[19] the American Bar Association Section of Labor Relations Law reported that "the most important rule of law . . . emerging from *Humphrey v. Moore* is that, by ruling on the merits of the claim, the Supreme Court confirmed the plaintiff's standing to sue, thus rejecting the view that the grievance-arbitration procedures constitute the individual employee's 'exclusive' remedy." [20] Since it is true that the *Humphrey* Court expressly went to the "merits"[21] of the plaintiff-employee's section 301(a) claim, the ABA's logic would appear to be correct. But, since a court's acceptance of a final determination clause as an affirmative defense precludes a consideration of the merits of the claimed breach of contract, it would seem that the ABA's conclusion contradicts the intimation, to be found in a recent Fifth Circuit case,[22] that *Humphrey* recognized a final determination clause as an affirmative defense. An understanding of this seeming contradiction will provide an insight into the circumstances in which a collective bargaining agreement that is expressly intended to be an exclusive remedy will, in fact, bar a section 301(a) suit by an employee.

B. *Humphrey v. Moore*

1. Two Levels of "Merits"

The *Humphrey* Court relied on *Smith*[23] in acknowledging jurisdiction of the employee's[24] suit to enjoin implementation of a joint employer-union decision,[25]

Furthermore, in every case examined by this writer, union-management agreement prior to the arbitration step was, by the terms of the agreement, to constitute a "final" determination.

17. E.g., Haynes v. United States Pipe & Foundry Co., 362 F.2d 414 (5th Cir. 1966); Serra v. Pepsi-Cola Gen. Bottlers, Inc., 248 F.Supp. 684 (N.D. Ill. 1965). See text accompanying notes 72-84 infra.

18. 375 U.S. 335 (1964).

19. See text accompanying notes 33-35 infra.

20. Report of the Committee on Labor Arbitration and the Law of Collective Bargaining Agreements, ABA Section of Labor Relations Law, 1965 Ann. Rep. 254, 271. (Footnote omitted.)

21. "We now come to the merits of this case." 375 U.S. at 344.

22. In Haynes v. United States Pipe & Foundry Co., 362 F.2d 414 (5th Cir. 1966), the court stated: "The action under the grievance procedure, here a final decision under the terms of the agreement, may be asserted in bar as an affirmative defense. . . . [C]f. Humphrey v. Moore . . . ." Id. at 418. See text accompanying note 46 infra.

23. 375 U.S. at 344.

24. This suit was a class action in which the plaintiff represented the discharged employees. 375 U.S. at 340.

25. Actually, the decision was rendered by a Joint Conference Committee "upon which

resulting in his discharge, which purported to settle certain grievances in accordance with the collective bargaining agreement. The plaintiff's suit was advanced on two claims. First, he alleged that the joint committee exceeded its powers as defined by the collective bargaining contract;[26] secondly, he alleged that the committee's decision was the result of "dishonest union conduct;"[27] that is, that the union breached its duty of fair representation.

The first claim clearly was within the ambit of a section 301(a) action for violation of the collective bargaining contract.[28] The employee alleged that the committee's decision, which was "expressly recited"[29] to be in accordance with section 5 of the contract, was a nullity because it was reached in a situation in which the contract did not empower the committee to act.[30] Specifically, section 5 of the collective bargaining contract provided that in the case of an "absorption" of another business by the employer, " 'the seniority of the employees absorbed or affected thereby shall be determined by mutual agreement between the Employer and the Unions involved. Any controversy with respect

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the employers and the unions in the overall bargaining unit had an equal number of representatives." Id. at 338. At least one commentator has considered this fact crucial, and has remarked: "[T]he joint conference committee did not constitute the contracting parties; it was an arbitration board limited in its power to the settlement of disputes within the scope of its authority under the agreement. . . . In short, Humphrey . . . merely ruled that the court will entertain the conventional suit to set aside an arbitration award if it is alleged that the arbitrator exceeded his authority under the terms of the agreement." Wyle, Labor Arbitration and the Concept of Exclusive Representation, 7 Boston College Industrial and Commercial L. Rev. 783, 794-95 (1966). (Footnotes omitted.) But there is no reason to believe that the Humphrey decision would have differed had the committee been composed exclusively of the contracting parties. In either situation, the contracting parties have the right to agree that their decision as to an interpretation of a term in the contract shall be final. Drake Bakeries, Inc. v. Local 50, Am. Bakery Workers, 370 U.S. 254, 263 (1962); cf. United Steelworkers v. Enterprise Wheel & Car Corp., 363 U.S. 593 (1960); United Steelworkers v. Warrior & Gulf Nav. Co., 363 U.S. 574 (1960); United Steelworkers v. American Mfg. Co., 363 U.S. 564 (1960). Indeed, several cases that have relied on Humphrey did not appear to deem it relevant that parties in addition to the contracting parties were on the committee that rendered the contested decision. E.g., Haynes v. United States Pipe & Foundry Co., 362 F.2d 414 (5th Cir. 1966). Finally, the Humphrey Court itself did not appear to attach any significance to the fact that non-contracting parties were on the committee.

26. 375 U.S. at 342.

27. Ibid.

28. Problems arise, however, in seeking justification for the Court's excursion to the merits of the unfair representation charge. See text accompanying notes 54-61 infra.

29. "We need not consider the problem posed if § 5 had been omitted from the contract or if the parties had acted to amend the provision. The fact is that they purported to proceed under the section. They deadlocked at the local level and it was pursuant to § 5 that the matter was taken to the Joint Conference Committee which, under Art. 7, was to make a decision 'after listening to testimony on both sides.' The committee expressly recited that its decision was in accordance with § 5 of the contract." 375 U.S. at 345 n.7. See text accompanying notes 58-72 infra.

30. 375 U.S. at 342.

to such matter shall be submitted to the joint grievance procedure.' "[31] The plaintiff contended that no "absorption," within the meaning of the contract, had occurred, so any committee decision under section 5 was in violation of the contract.[32]

It is important, at this point, to examine what "final determination" provisions were present in the collective bargaining agreement. One such provision was that decisions of the committee were to be " 'final and conclusive and binding upon the employer and the union, and the employees involved.' "[33] Another clause stated that " 'all matters pertaining to the interpretation of any provision of this Agreement . . . must be submitted to the . . . Committee . . . which Committee . . . shall make a decision.' "[34] And, as if these clauses were not explicit enough to express an intention that the grievance procedure was to be exclusive, another provision stated that it was " 'the intention of the parties to resolve all questions of interpretation by mutual agreement.' "[35]

Despite these various contract provisions, the Court, after having established jurisdiction, stated: "We now come to the merits of this case."[36] The Court then decided that there was in fact an "absorption" within the meaning of section 5 of the contract,[37] so that "the Joint Conference Committee's decision . . . was a decision which § 5 empowered the committee to make."[38] It might appear, therefore, that, as the ABA Labor Law Section concluded,[39] *Humphrey* does stand for the proposition that grievance-arbitration procedures may not be made to constitute an employee's exclusive remedy. But a careful examination of the language in *Humphrey* reveals such a conclusion to be an oversimplification. At the outset of the Court's discussion of the merits, the following language appeared: "*If we assume* . . . that the Joint Conference Committee's power was circumscribed by § 5 and that its interpretation of the section is open to court review . . . [plaintiff's] cause is not measurably advanced. For in our opinion the section reasonably meant what the Joint Committee said or assumed it meant."[40] In other words, the Court deemed it unnecessary to decide whether interpretation of the contract was open to its review, because its decision would have been against the plaintiff in any event.[41]

The procedure followed by the *Humphrey* Court is plainly at variance with

31. Id. at 338.
32. Id. at 342.
33. Id. at 338.
34. Ibid.
35. Id. at 339.
36. Id. at 344.
37. Id. at 345-48.
38. Id. at 347-48.
39. See text accompanying note 20 supra.
40. 375 U.S. at 345. (Footnote omitted.) (Emphasis added.) Clearly, in stating that its decision was in accord with § 5 of the contract, the committee was assuming that an absorption within the meaning of the section had occurred.
41. If the Court had found no "absorption," it then would have had to decide whether it had the power to make such a finding. See text accompanying note 42 infra.

the procedure followed by the *Hildreth* court. *Hildreth* simply recognized the final determination clause in the contract as an affirmative defense; the merits of plaintiff's claim were never considered. But *Humphrey* hypothetically went to the merits of the claim immediately, and, on the basis of its finding against the plaintiff on the merits, the Court deemed it unnecessary to render any decision as to the efficacy of the final determination clause. In a footnote, the Court stated:

> We also put aside the union's contention that Art. 7, § (d) [of the contract]—providing that all matters of interpretation . . . be submitted to the Joint Conference Committee—makes it inescapably clear that the committee had the power to decide that the transfer of operating authority was an absorption within the scope of § 5. But it is by no means clear that this provision in Art. 7 was intended to apply to interpretations of § 5, for the latter section by its own terms appears to limit the authority of the committee to disputes over seniority in the event of an absorption. Reconciliation of these two provisions, *going to the power of the committee under the contract*, itself presented an issue ultimately for the court, not the committee, to decide. Our view of the scope and applicability of § 5, *infra*, renders an accommodation of these two sections unnecessary.[42]

But if the provisions in the *Humphrey* contract[43] did not render it clear to the Supreme Court that it was the intention of the contracting parties that their decision (as to whether there was an "absorption") should not be subject to court review, what language would do so? It is unfortunate that the Court did not expressly state what it deemed to be the source of this supposed unclarity. Indeed, it would appear that such a contention could be supported only by a showing that "all" does not in fact mean "all," and "any" does not in fact mean "any."[44] Since the contract in *Humphrey* was at least as clear as the one in *Hildreth* insofar as expressing an intention that union-management agreement under the grievance procedure be beyond court review,[45] *Humphrey*, in varying from the *Hildreth* procedure, cast some confusion on the efficacy of final determination clauses.

But it is clear that *Humphrey* may not be properly viewed as authority by which to deprive union and management of the power to provide that the grievance procedure they establish be exclusive. A concluding sentence by the *Humphrey* majority stated that "the decision of the committee, *reached after proceedings adequate under the agreement*, is final and binding upon the parties, *just as the contract says it is*."[46] Apparently, the *Humphrey* Court would consider its decision to be in accord with *Hildreth* insofar as upholding the efficacy of a "final determination" clause as an affirmative defense. Nonetheless, the difference in approach suggests that the Supreme Court will recognize two

42. 375 U.S. at 345-46 n.8. (Emphasis added.)
43. See text accompanying notes 33-35 supra.
44. Ibid.
45. Compare text accompanying note 13 supra with text accompanying notes 33-35 supra.
46. 375 U.S. at 351. (Emphasis added.)

distinct levels of "merits" in considering an employee's section 301(a) claim: one relating to the power of union and management to act in a particular situation; the other relating to decisions rendered in accordance with this power. Under this view, the presence of a final determination clause notwithstanding, union and management apparently will be subjected to court review of their power to initiate procedures affecting employees, but not of their decisions reached under procedures properly initiated.

At the very most, then, *Humphrey* indicates that union and management must carefully draft the collective bargaining agreement if they want to insure their immunity from an employee's attack on the ground that the grievance procedure was improperly initiated. The irony of this aspect of the case is that the requisite degree of care might be achieved by eliminating any specific contract clause relating to the circumstances in which union and management could act. For example, if the contract in *Humphrey* did not contain section 5, the "absorption" section, and had provided only that "all disputes" be finally settled by the Joint Conference Committee,[47] it would seem that the Court could not have questioned whether the committee's decision was "reached after proceedings adequate under the agreement," so that it would have been forced to recognize the final determination clause as an affirmative defense.

2. The Relevance of Alleging Unfair Representation

In *Republic Steel Corp. v. Maddox*,[48] decided subsequent to *Humphrey*, the Supreme Court ruled that an individual employee must at least attempt to utilize the grievance procedure before he may bring suit under section 301(a).[49] The *Maddox* Court stated that "if the union refuses to press or only perfunctorily presses the individual's claim, differences may arise as to the *forms* of redress then available. See *Humphrey v. Moore*, 375 U.S. 335; *Labor Board v. Miranda Fuel Co.*, 326 F.2d 172."[50] Since *Humphrey* was also a section 301(a) suit, this reference to it apparently indicates that *Maddox* interpreted *Humphrey* to stand for the proposition that the grievance procedure is not an exclusive remedy,[51] at least when the complaint, as it did in *Humphrey*, contains an allegation of unfair representation on the part of the union.[52] Such an interpretation of *Humphrey* is quite different from the one advanced by the ABA Report,[53]

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47. Such general clauses are commonplace. See 5 P-H Lab. Arb. Serv. ¶ 64063-67.

48. 379 U.S. 650 (1965).

49. Id. at 652.

50. Ibid. (Emphasis added.) For a discussion of Miranda Fuel and its relevancy see note 57 infra.

51. Accord, Simmons v. Union News Co., 382 U.S. 884, 886 (Black, J., dissenting), denying cert. in 341 F.2d 531 (6th Cir. 1965).

52. Clearly, in speaking of a union's refusal to conscientiously press individual grievances, the Maddox Court was referring to unfair representation claims. Miranda Fuel Co., 140 N.L.R.B. 181 (1962), mentioned by the Court in Maddox, also involved an unfair representation charge. See note 57 infra.

53. See text accompanying note 20 supra.

which apparently did not deem the unfair representation claim to be relevant to the determination of whether the grievance procedure may be exclusive.

Of course, the *Humphrey* Court was itself of the view that it was ruling on an action "to enforce a collective bargaining contract"[54] and "arising under § 301,"[55] so it is beyond question that "the real essence of the action was based on a breach of such contract."[56] But the Court did go to the merits of plaintiff's unfair representation charge against the union, notwithstanding a finding that the committee had not exceeded the powers expressly granted to it in the contract, and notwithstanding the existing controversy of whether such charges are a proper matter for judicial determination.[57] The *Humphrey* Court stated that:

> Although there are differing views on whether a violation of the duty of fair representation is an unfair labor practice under the Labor Management Relations Act, it is not necessary for us to resolve that difference here. Even if it is, or arguably may be,

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54. 375 U.S. at 341.

55. Id. at 343.

56. Chasis v. Progress Mfg. Co., 256 F. Supp. 747, 751 (E.D. Pa. 1966).

57. Prior to 1962, a union's duty of fair representation was plainly within the jurisdiction of the courts. E.g., Syres v. Oil Workers Int'l Union, 350 U.S. 892 (1955) (per curiam); Ford Motor Co. v. Huffman, 345 U.S. 330, 337 (1953). But in Miranda Fuel Co., 140 N.L.R.B. 181 (1962), the NLRB held that breach of a union's duty of fair representation constitutes an unfair labor practice under the NLRA and is, therefore, within the jurisdiction of the Board. Such jurisdiction would generally be exclusive. San Diego Bldg. Trades Council v. Garmon, 359 U.S. 236, 245 (1959). For a discussion of Miranda Fuel, see, e.g., Sovern, Race Discrimination and the National Labor Relations Act: The Brave New World of Miranda, 16 N.Y.U. Conf. Lab. 3 (1963); 112 U. Pa. L. Rev. 711 (1964). The Second Circuit denied enforcement of the Board's Miranda decision, NLRB v. Miranda Fuel Co., 326 F.2d 172 (2nd Cir. 1963), albeit without a majority holding on the Board's theory that a breach of the duty of fair representation is an unfair labor practice. Judge Medina rejected the Board's theory. Id. at 173-80. Judge Lumbard denied enforcement on other grounds and did not consider the theory. Id. at 180. Judge Friendly dissented. Ibid. Despite this division, unfair representation charges will presently be heard in the Second Circuit. E.g., Hiller v. Liquor Salesmen's Union, 338 F.2d 778 (2nd Cir. 1964).

The Board has not been discouraged by the Second Circuit's Miranda Fuel holding. In a recent case, the Board stated: "With due deference to the circuit court's opinion, we adhere to our previous decision [Miranda] until such time as the Supreme Court of the United States rules otherwise." Local 1367, Int'l Longshoremen's Ass'n, 148 N.L.R.B. 897, 898 n.7 (1964), enforced per curiam, 368 F.2d 1010 (5th Cir. 1966). Such a ruling may be forthcoming, for the Supreme Court has recently granted certiorari in a case in which the preemption issue is squarely presented. Sipes v. Vaca, 384 U.S. 969 (1966) (granting certiorari). But for the present, the Fifth Circuit, Local 12, United Rubber Workers v. NLRB, 368 F.2d 12 (5th Cir. 1966), Sixth Circuit, Knox v. UAW, 223 F. Supp. 1009, 1011 (E.D. Mich. 1963), aff'd, 351 F.2d 72 (6th Cir. 1965), and Eighth Circuit, District 9, Int'l Ass'n of Machinists v. Sterling Aluminum Prods., Inc., 4 CCH Lab. L. Rep. (54 Lab. Cas.) ¶ 11430 (8th Cir. Sept. 2, 1966), have upheld the Board's Miranda doctrine, and so have district courts in the Third Circuit, Chasis v. Progress Mfg. Co., 256 F. Supp. 747 (E.D. Pa. 1966), and in the Tenth Circuit, Mendicki v. UAW, 4 CCH Lab. L. Rep. (54 Lab. Cas.) ¶ 11438 (D. Kansas Dec. 23, 1965).

an unfair labor practice, the complaint here alleged that Moore's discharge would violate the contract and was therefore within the cognizance of federal . . . courts . . . .[58]

In other words, *Humphrey* stands for the proposition that, at least in some circumstances, a section 301(a) claim is a proper vehicle with which to bring an unfair representation charge in a federal court,[59] while at the same time, the Court expressly declined to determine whether courts may properly consider an unfair representation charge unconnected with any section 301(a) allegations.

But, the nature of the required nexus between the unfair representation claim and the section 301(a) claim is left uncertain. If a collective bargaining contract is or is not breached irrespective of whether the union has discharged its duty of fair representation,[60] then it would appear that the *Humphrey* Court erred in going to the merits of the unfair representation charge. But perhaps the Court's procedure bears a relation to the distinction that the Court apparently drew between a union-management decision that there was power to act under the contract, and a decision rendered in accordance with this power. Specifically, since the duty of fair representation is paralleled by the power to (exclusively) represent,[61] it could be argued that the power is non-existent unless exercised pursuant to the duty. In this view, a breach of the duty (i.e., unfair representation) by the union would preclude its power to participate in decisions, so that an allegation of unfair representation would be tantamount to an allegation that any determination by union-management is void and unenforceable. In other words, unfair representation, per se, would render any collective bargaining decision a breach of contract, and thus within the ambit of section 301(a).

This interpretation would appear to find support in a footnote in *Humphrey*, where the Court stated that "even in the absence of [the particular contract provision that was allegedly breached] . . . it would be necessary to deal with the alleged breach of the union's duty of fair representation."[62] But recently, a court confronted with a motion to dismiss an employee's section 301(a) claim,

58. 375 U.S. at 344. (Footnotes omitted.)

59. Mr. Justice Goldberg, in a concurring opinion in Humphrey, disagreed with the Court's holding that an unfair representation charge may be brought under § 301(a). He stated that "in my view, such a claim of breach of the union's duty of fair representation cannot properly be treated as a claim of breach of the collective bargaining contract supporting an action under § 301(a)." 375 U.S. at 355 (concurring opinion). Mr. Justice Goldberg further stated that the plaintiff's claim "must be treated as an individual employee's action for a union's breach of its duty of fair representation—a duty derived not from the collective bargaining contract but from the National Labor Relations Act . . . ." Id. at 351.

60. That is, for example, had the discharge in Hildreth been for just cause, objectively defined, then, in this view, even absent the final determination clause, there would not have been a breach of contract, notwithstanding bad faith on the part of the union.

61. Labor Management Relations Act (Taft-Hartley Act) § 9(a), 61 Stat. 143 (1947), 29 U.S.C. § 159(a) (1964). This section makes the union an exclusive representative for the employees.

62. 375 U.S. at 345 n.7.

which claim included a charge of unfair representation, deemed this footnote in *Humphrey* to be simply an indication that *Humphrey* "realized that different problems would be posed if there were no allegation of a breach of contract."[63] This case, *Chasis v. Progress Mfg. Co.*,[64] apparently did not consider an unfair representation charge, per se, to fall within the ambit of section 301(a), as it dismissed plaintiff's suit because no specific provisions of the collective bargaining contract were alleged to have been breached.[65] The language of *Chasis*, and its reliance on *Humphrey*, make it clear that had the plaintiff in *Chasis* alleged a breach of a specific contract clause, the court would have not only gone to the merits of this allegation, but to the merits of the unfair representation charge as well.

Thus, *Chasis* viewed the "real essence"[66] of *Humphrey* to be the breach of contract allegation, and not the unfair representation charge. But another case, of which *Chasis* also said "the real essence of the action was based on a breach of . . . contract,"[67] does not appear to have interpreted *Humphrey* in the same manner as did *Chasis*. This case, *Fuller v. Highway Truck Drivers & Helpers Local 107*,[68] involved facts very similar to the facts in *Humphrey*.[69] In refuting the defendants' contention that the final determination clause of the collective bargaining contract rendered the court powerless to review the merits of the decision of which plaintiff complained, the *Fuller* court noted that

> *Plaintiffs' complaint is not directed merely to the Committee's interpretation of the contract.* They assert that that construction was reached as the result of conspiratorial action between [the union and other labor forces] . . . on the one hand, and [the employers] . . . on the other. *The distinction lies at the base of the* Humphrey *decision* [*which*] . . . *held that both grounds* [*i.e., that the Joint Conference Committee exceeded its powers, and that the union breached its duty of fair representation*] *stated a claim under § 301 of the Act.*[70]

Of course, since, as *Fuller* itself recognized, the complaint in *Humphrey* "did not charge employer participation in the union's breach of its duty of fair representation,"[71] the "distinction" alluded to in *Fuller* must be based on the presence of the unfair representation charge, not a charge of conspiracy between union and employer. That is, the *Fuller* court apparently would have dismissed plaintiff's

63. Chasis v. Progress Mfg. Co., 256 F. Supp. 747, 750 n.6 (E.D. Pa. 1966). It is true that the Humphrey note stated the Court's view that it "need not consider the problem posed if § 5 had been omitted from the contract . . . ." 375 U.S. at 345 n.7. But, it is submitted, this language, and the context in which it appeared, was not related to the question of the per se status of the unfair representation charge, and the other language in the note, quoted in text accompanying note 62 supra, renders Humphrey's view on this matter unequivocal.

64. 256 F. Supp. 747 (E.D. Pa. 1966).

65. Id. at 753.

66. Id. at 751.

67. Ibid.

68. 233 F. Supp. 115 (E.D. Pa. 1964).

69. In Fuller, however, a union-employer conspiracy was alleged. Ibid.

70. Id. at 118-19. (Emphasis added.)

71. Id. at 118.

complaint on the basis of the final determination clause of the contract were there no allegation of unfair representation. So, *Fuller's* view of *Humphrey* differs from *Chasis'* view. *Chasis* correctly deemed *Humphrey* to be similar to *Fuller*, but failed to recognize the unfair representation charge as a critical element of either case.

In view of the foregoing discussion, it is submitted that *Chasis'* interpretation of *Humphrey* and of *Fuller* was erroneous; had *Chasis* considered the unfair representation claim before it in the same manner as did *Humphrey*, it would not have dismissed plaintiff's complaint.

In *Haynes v. United States Pipe & Foundry Co.*,[72] the Fifth Circuit court of appeals, relying on *Hildreth*,[73] recently upheld a final determination clause as an affirmative defense. But in so doing, the court deemed it worthy to observe that the plaintiff-employee did "not contend that the union did not faithfully represent him,"[74] and cited *Humphrey* on the "duty of the union to do so."[75] If, as it would appear, this language indicates that *Haynes* would have gone to the merits of an unfair representation claim had plaintiff presented such a claim, then *Haynes* is in accord with the interpretation of *Humphrey* presented above; specifically, that an unfair representation charge, per se, is within the ambit of section 301(a). This is especially true when it is realized that a successful affirmative defense had been established by the defendant-employer in *Haynes*;[76] that is, since the plaintiff was suing for a breach of contract, and since a final determination clause was deemed by the court to negate the possibility of a breach of any contract provision, the only conceivable reason why the *Haynes* court would have considered the absence of an unfair representation charge to have been relevant is if such a charge, per se, constituted an allegation of breach of contract.

One further observation on *Haynes* substantiates this point. At the time that *Haynes* was decided, the Fifth Circuit had yet to resolve the preemption controversy with regard to unfair representation claims.[77] So it may not fairly be presumed that the mention of the absence of such a claim was an indication that the court would have gone to the merits of an unfair representation allegation unaccompanied by a section 301(a) claim.[78]

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72. 362 F.2d 414 (5th Cir. 1966).

73. Id. at 418; see text accompanying notes 9-14 supra.

74. 362 F.2d at 418.

75. Ibid.

76. Ibid.

77. See note 57 supra. The Fifth Circuit subsequently decided this question in Local 12, United Rubber Workers v. NLRB, 368 F.2d 12 (5th Cir. 1966).

78. Haynes is of interest on another point. The court discussed the Maddox case, see text accompanying notes 48-52 supra, at one point stating that Maddox "held that the individual employee is bound by the remedy selected by the union as his agent." 362 F.2d at 417. But Maddox stands for no such proposition; it simply held that an attempt at utilizing the contract remedy is a condition precedent to court aid. 379 U.S. at 652. In fairness to the Haynes court, however, it would appear that its above quoted statement in regard to Maddox was of unintended generality. This is so because Haynes went on to

In *Serra v. Pepsi-Cola Gen. Bottlers, Inc.*,[79] the plaintiff-employee sought reinstatement and back pay under section 301(a).[80] The court denied defendant-employer's motion to dismiss, and refuted the defendant's contention that the union was an indispensable party to the suit.[81] But *Serra* does not refute any of the contentions advanced above, for "in passing"[82] the court observed that "there is no evidence before the court at this time as to the reasons why the union here declined to press the grievance. Accordingly, it may be that ultimately the case will fall within the ambit of Hildreth . . . ."[83] This remark would appear to be of more than "passing" significance. The employee in *Pepsi*, as the employee in *Hildreth*, did not allege unfair representation; in neither case was the union a defendant. This being so, the only explanation as to the relevance of "why the union . . . declined to press the grievance" is that the court would have heard an unfair representation charge brought under section 301(a). And absent such a charge, it is likely that the *Pepsi* plaintiff will be confronted with a final determination clause that will bar his claim.[84]

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say that a "distinction between Maddox and the instant case is that Maddox, unlike the employer [obviously meaning employee] here, made no effort to process his grievance . . . . This presents the additional question of whether the doors of the court open after the contractual remedy has been exhausted." 362 F.2d at 417. With regard to this question, the Haynes court noted that the employee "argues that the implication may be gained from some of the language . . . in Maddox that the employee may sue once he has exhausted his remedy under the grievance procedure of the collective bargaining agreement. There is some such language, but there is other language, equally compelling, to the contrary." Id. at 417-18. It has been submitted that Maddox's allusion to Humphrey is a proper basis for inferring that the Maddox Court did not deem the grievance procedure to be the employee's sole remedy in all circumstances. See text accompanying notes 51-52 supra. A careful examination of Maddox fails to reveal any language from which the contrary conclusion might be drawn. Maddox did discuss the desirability of making a grievance procedure exclusive, but the context of this discussion was delineated by the Court's statement that "it cannot be said, in the normal situation, that contract grievance procedures are inadequate to protect the interests of an aggrieved employee until the employee has attempted to implement the procedure and found them so." 379 U.S. at 653. It would appear, therefore, that Maddox in no way intimated that the grievance procedure is the individual's sole recourse; Haynes would have done well to restrict its reliance to Hildreth. But perhaps Haynes was troubled by the fact that if the plaintiff-employee's assertions about Maddox were correct, the spirit—if not the holding—of Maddox and of Smith would stand contrary to Hildreth.

79. 248 F. Supp. 684 (N.D. Ill. 1965).

80. Id. at 685.

81. Id. at 688.

82. Ibid.

83. Ibid.

84. Since there was no formal union-management agreement in Pepsi, it may be that a final determination clause would be an affirmative defense only if the collective bargaining contract stated that independent decisions by union and management that a grievance will not be processed shall constitute a final determination with respect to the grievance. But it is arguable that even absent such an express contract provision, independent determinations not to process a grievance should be considered an agreement within the terms of the collective bargaining contract.

III. Conclusion

In *Smith*, the Court, in response to defendant-employer's assertion that section 301(a) should not be made available to individual employees, stated that "neither the language and structure of § 301 nor its legislative history requires or persuasively supports this restrictive interpretation, which would frustrate rather than serve the congressional policy expressed in that section."[85] Since the "legislative history of section 301 is somewhat cloudy and confusing,"[86] it cannot be said that *Smith* was without justification in declaring that section 301(a) is available to individual employees. But, to be juxtaposed with *Smith* is the view that

> Congress explicitly stated by way of a policy, in § 203(d) of the Taft-Hartley Act, 29 U.S.C.A. § 173(d), that in settling grievance disputes, the Act contemplated that the method agreed upon by parties to collective bargaining agreements should be the means of settling such disputes.[87]

Although there is no theoretical conflict between following the "method agreed upon" in the collective bargaining contract and allowing the individual employee to sue for breach of this contract, the practical conflict is apparent; for, as has already been stated,[88] the "method agreed upon" almost always provides for "an agreement . . . that no breach exists."[89]

Consequently, as has been seen, an aggrieved employee is likely to meet with a situation in which his breach of contract claim will not be reviewed on its merits. Of course, there are convincing reasons why such a result is desirable.[90] It has not been the purpose of this comment to take issue with these reasons, nor with the reasons supporting the contrary view. Rather, the purpose here has been simply to examine the utility of section 301(a) to the aggrieved employee. This examination has revealed that it is a very simple matter for union and management to preclude an employee's successful section 301(a) claim when such a claim is unconnected with any allegation of unfair representation. It need only be added that *Humphrey*'s willingness to go to the merits of an unfair representation claim brought under section 301(a) is likely to be of no practical importance, for courts have proved an unfavorable forum for unfair representation suits.[91] Thus, for the aggrieved employee, the benefits of *Smith*

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85. 371 U.S. at 200.

86. Textile Workers v. Lincoln Mills, 353 U.S. 448, 452 (1957). See note 3 supra.

87. Haynes v. United States Pipe & Foundry Co., 362 F.2d 414, 416 (5th Cir. 1966). (Footnote omitted.)

88. See note 16 supra.

89. Simmons v. Union News Co., 382 U.S. 884, 886 (1965) (dissenting opinion).

90. See, e.g., Wyle, Labor Arbitration and the Concept of Exclusive Representation, 7 Boston College Industrial and Commercial L. Rev. 783 (1966).

91. "[T]he adequacy of existing judicial remedies afforded individual unfair representation claims has been seriously questioned. Under current practice, the aggrieved employee is not only compelled to bear the substantial expense of an individual lawsuit, but must also face the burden of overcoming the strong judicial presumption of legality of union action in this area. Thus confronted with jurisdictional, monetary and procedural obstacles, the individual employee may well find his right to fair representation as enforced by the

and *Humphrey* are entirely theoretical. But these cases may present a real detriment to the advancement of the employee's cause, for in their recognition of abstract rights, they may well be concealing the absence of any concrete rights. If the employee is to be denied a *bona fide* opportunity to contest, in court, a collective bargaining decision that adversely affects him, this "should be clearly and unequivocally announced by [the Supreme Court] . . . so that Congress can, if it sees fit, consider this question and protect the just claims of employees from the joint power of employers and unions."[92]*

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courts more theoretical than real." Local 12, United Rubber Workers v. NLRB, 368 F.2d 12, 23 (5th Cir. 1966). (Footnote omitted.) See, e.g., Blumrosen, The Worker and Three Phases of Unionism: Administrative and Judicial Control of the Worker-Union Relationship, 61 Mich. L. Rev. 1435, 1470 (1963), which was cited by the Rubber Workers court, 368 F.2d at 23 n.22.

It should be realized that "a successful suit against the union will only result in an award of damages." Serra v. Pepsi-Cola Gen. Bottlers, Inc., 248 F. Supp. 684, 688 (N.D. Ill. 1965); cf. Thompson v. Int'l Ass'n of Machinists, 258 F. Supp. 235, 240 (E.D. Va. 1966) (memorandum decision). So even if the employee were to succeed in an unfair representation suit, he would still be unable to obtain reinstatement.

In addition to the fact that the courts would seem to be an unfavorable forum for an unfair representation suit, there are compelling positive reasons for the individual to advocate that unfair representation claims be handled by the NLRB. First, while court expenses can be costly, the cost of filing a charge with the Board is nominal. Secondly, the Board's investigatory power would assure an accurate picture of what occurred during the grievance procedure, and thus allow that forum to decide the issue from a more realistic viewpoint than the one presented by the union and the employer to the courts. Furthermore, the unfair representation suit, as classified by the Board in Miranda, would fall into the category of charges which take predominance over all other charges before the Board. Labor Management Relations Act (Taft-Hartley Act) § 160(m), 73 Stat. 545 (1959), 29 U.S.C. § 160(m) (1964). Thus, the individual would be assured of a speedy determination of his claim. On the other hand, the time required for a lawsuit may result in a loss of wages due to the individual's inability to find a permanent position while the suit is pending. Sipes v. Vaca, 397 S.W.2d 658, 660 (Mo. Sup. Ct. 1965). Furthermore, a considerable passage of time could adversely affect innocent parties. For example, if the suit took four years to be decided, not an extremely long time when one considers the backlog of cases before the courts, individuals who had secured employment, received promotions, or increased their seniority standing in the interim, may be forced to give up these rights without access to any forum to hear their complaints. These problems may be resolved in the upcoming Supreme Court decision in Sipes v. Vaca, where the Court may decide the status of unfair representation charges. Certiorari has been granted. 384 U.S. 969 (1966).

92. Simmons v. Union News Co., 382 U.S. 884, 888 (1965) (dissenting opinion).

* After this comment was in proofs, the Supreme Court decided Vaca v. Sipes, 35 U.S.L. Week 4213 (U.S. Feb. 27, 1967). Printing deadlines and space limitations render it impossible to fully discuss this important case. Suffice it to note that Vaca concluded that the NLRB does not have exclusive jurisdiction over unfair representation claims, see notes 57 & 91 supra, and substantiated the position assumed above regarding the indispensability of an unfair representation charge to a suit alleging a breach of the collective bargaining agreement. But the Court did not adopt the view that an unfair representation charge, per se, is tantamount to a breach of contract charge.

EXHIBIT: E

13.1 EMPLOYEE CLAIM AGAINST UNION AND/OR EMPLOYER-LABOR MANAGEMENT RELATIONS ACT (LMRA) §301 (29 U.S.C. §185)

To prevail, the Plaintiff must prove each of the following by a preponderance of the evidence:

a. That the plaintiff was discharged from employment by the employer.
b. That such discharge was without "just cause;" and
c. That the Union breached its duty to fairly represent the plaintiff's interests under the Collective Bargaining Agreement. (CBA)

The plaintiff must prove all three of the above whether [he] [she] is suing the union, the employer, or both. In this case, the plaintiff is suing [[the union] [the employer] [both the union and the employer]].

If you find that the plaintiff has proved each of the elements on which the plaintiff has the burden of proof, your verdict should be for the plaintiff. If, on the other hand, the plaintiff has failed to prove any of these elements, your verdict should be for the defendant.

Under the law, an employer may not discharge an employee governed by a collective bargaining agreement, such as the one involved in this case, unless "just cause" exists for the employee's dismissal. The term "just cause" means a real cause or basis for dismissal as distinguished from an arbitrary whim or caprice; that is, some cause or ground that a reasonable employer, acting in good faith in similar circumstances, would regard as a good and sufficient basis for terminating the services of an employee.

A union has a duty under the law to represent fairly the interests of its members in protecting their rights under a collective bargaining agreement. However, an individual employee does not have an absolute right to require the employee's union to pursue a grievance against the employer. A union has considerable discretion in controlling the grievance and arbitration procedure. The question is not whether the employee is satisfied with the union representation or whether that representation was perfect.

Breach of the duty of fair representation occurs only where a union acting in bad faith or in an arbitrary or discriminatory manner fails to process a meritorious grievance. So long as the union acts in good faith, it may exercise its discretion in determining whether to pursue or process an employee's grievance against the employer. Even if an employee's grievance has merit, the union's mere negligence or its exercise of poor judgment does not constitute a breach of its duty of fair representation.

Comment

This jury instruction applies when an employee or former employee files a suit against either the union or employer. It also applies in a hybrid suit against the employer and union. A plaintiff may decide to sue one defendant and not the other but must prove the same case whether the suit is against one defendant or both. Chauffeurs, Teamsters & Helpers Local No. 391 v. Terry, 494 U.S. 558, 564 (1990) (explaining that most collective bargaining agreements accord finality to grievance procedures established by agreement).

To support a breach of the duty of fair representation claim, the plaintiff must prove that the employer's action violated the terms of the collective bargaining agreement, and that the union breached its duty to act honestly and in good faith and to avoid arbitrary conduct. Id. at 563; see also Hines v. Anchor Motor Freight, 424 U.S. 554, 564 (1976) (holding that union is always subject to complete good faith and honesty of purpose in exercise of discretion); Vaca v. Sipes, 386 U.S. 171, 177 (1967).

A union is not liable for merely negligent conduct. See U.S. Steelworkers of Am. v. Rawson, 495 U.S. 362, 372-73 (1990); Slevira v. Western Sugar Co., 200 F.3d 1218, 1221 (9th Cir.2000). Breach of the duty of fair representation occurs only when a union's conduct is arbitrary, discriminatory, or in bad faith. See id. For example, "[a] union breaches its [duty of fair representation] if it ignores a meritorious grievance or processes it in a perfunctory manner." Conkle v. Jeong, 73 F.3d 909, 916 (9th Cir.1995) (citing Vaca, 386 U.S. at 191).

A union's actions are arbitrary "only if, in light of the factual and legal landscape at the time of the union's actions, the union's behavior is so far outside a 'wide range of reasonableness' as to be 'irrational.'" Air Line Pilots Ass'n v. O'Neill, 499 U.S. 65, 67 (1991). See also Conkle, 73 F.3d at 915-16 (holding that union's decision is arbitrary if it lacks rational basis); Johnson v. U.S. Postal Serv., 756 F.2d 1461, 1465 (9th Cir.1985) (holding that reckless disregard may constitute arbitrary conduct); Tenorio v. NLRB, 680 F.2d 598, 601 (9th Cir.1982) (defining arbitrary as "egregious disregard for the right of union members").

To establish that a union acted in "bad faith," a plaintiff must provide "substantial evidence of fraud, deceitful action, or dishonest conduct," Humphrey v. Moore, 375 U.S. 335, 348 (1964), or evidence that the union was motivated by personal animus toward the plaintiff. See Conkle, 73 F.3d at 916 (including personal animus as basis for finding of bad faith)

From: benny161@aol.com
To: Bonett Jr., Edward J.
Subject: Re: Case Number: 04-CB-281439
Date: Friday, September 10, 2021 12:58:51 PM

Okay thank you and I made that change.

Bennie

On Friday, September 10, 2021, 12:54, Bonett Jr., Edward J. <Edward.BonettJr@nlrb.gov> wrote:

> Thank you. Please note that what you filed against the Union is a charge, not a complaint. A charge means the case is under investigation. A complaint is when we have found merit to the case and decide to prosecute. Your charge is still under investigation, so to be technical it is a charge at this stage.
>
> Edward J. Bonett, Jr.
>
> NLRB
>
> Labor Relations Attorney
>
> Wanamaker Building
>
> 100 Penn Square East, Suite 403
>
> Philadelphia, PA 19107
>
> Ph: 215-597-9619
>
> F: 215-597-7658
>
> ---
>
> **From:** Bennie Smith Jr <benny161@aol.com>
> **Sent:** Friday, September 10, 2021 12:44 PM
> **To:** Bonett Jr., Edward J. <Edward.BonettJr@nlrb.gov>
> **Cc:** (b) (6), (b) (7)(C)
> **Subject:** Case Number: 04-CB-281439
>
> Greetings Mr. Bonett,
>
> I am enclosing a copy of the proposed complaint that will be filed for any damages that the NLRB cannot recover for (b) (6), (b) (7)(C). If you have any questions

please give me a call. Thank you.

Mr. Smith

From: Bennie Smith Jr
To: Bonett Jr., Edward J.
Cc: (b) (6), (b) (7)(C)
Subject: Case Number: 04-CB-281439
Date: Monday, September 13, 2021 4:24:53 PM
Attachments: NLRB Bonett.pdf

Greetings Mr. Bonett,

I have a few questions regarding (b) (6), (b) (7)(C) Panel Hearing and I have also enclosed some additional documents that I would like to discuss with you as well. So, please give me a call at your earliest convenience. Thank you.

-[if !supportLists]-->1. <!--[endif]-->Who was the arbitrator who officiated at (b) (6), (b) (7)(C) Panel Hearing?

-[if !supportLists]-->2. <!--[endif]-->Was the arbitrator from the American Arbitration Association and a member of the National Association of Arbitrators?

-[if !supportLists]-->3. <!--[endif]-->Who were the UPS Committee members that decided (b) (6), (b) (7)(C) grievance?

-[if !supportLists]-->4. <!--[endif]-->Who were the Union Committee members that decided (b) (6), (b) (7)(C) grievance?

-[if !supportLists]-->5. <!--[endif]-->The Union is supposed to enforce the terms and conditions of the NMA and the CBA (contract) for its union members. Correct?

-[if !supportLists]-->6. <!--[endif]-->The NLRB is supposed to ensure that the Union's enforce the terms and conditions of the (contract) Correct?

-[if !supportLists]-->7. <!--[endif]-->As an NLRB agent, do you have the authority and responsibility to contact and question an arbitrator who officiated over a (arbitration/panel hearing)
between the Union and the Employer?

-[if !supportLists]-->8. <!--[endif]-->What happens to a board agent if there is evidence that the board agent falsified the results of his/her investigation and then reported that false information to his regional director?

From: Vlad Kachka
To: Bonett Jr., Edward J.
Cc: (b) (6), (b) (7)(C)
Subject: Re: Teamsters 623 case
Date: Monday, September 13, 2021 10:17:15 PM

Hey Ed,

(b) (6), (b) (7)(C) and I were just talking today about this charge. I will be busy Tuesday and Wednesday with union elections and Thursday I will not be accessing my phone or email (b) (6), (b) (b) (6), (b) (7)(C).

I think it would be helpful if you, (b) (6), (b) (7)(C) and I spoke over the telephone on Friday for a few minutes to finally get this resolved, assuming you two are available.

Would you two be able to talk on Friday, September 17th at 10 am? Please feeling free to include (b) (6), (b) (7)(C) in your reply.

Vlad

Sent from IPhone. Please excuse typos.

From: Bonett Jr., Edward J. <Edward.BonettJr@nlrb.gov>
Sent: Monday, September 13, 2021 5:24 PM
To: Vlad Kachka
Subject: Teamsters 623 case

Vlad,

Hello. I hope you are well. Could we speak tomorrow about the (b) (6), (b) (7)(C) charge against Local 623? I have some follow up questions about the panel hearing, how it was conducted, and how the results were explained to the grievant.

Thanks,
Ed

Edward J. Bonett, Jr.
NLRB
Labor Relations Attorney
Wanamaker Building
100 Penn Square East, Suite 403
Philadelphia, PA 19107
Ph: 215-597-9619
F: 215-597-7658

Article 8, Sect 1, para (3)

(committee) See exh. 6

1 Who were the union member / UPS members

2 Who was the Chair person

3 Who was the Administrator

4 Copy of minutes

Article 8, Sect 2 para. 1.

- American Arbitration Association

~~*~~ See exhibits 1, 2, & 3 ~~*~~

5 Who was the Arbitrator?

6 Was her from the AAA?

Agreement (written)

See exh 4 & 5

~~*~~ Position Statement

See exh (7)

LOCAL 804 - DELIVERY AND WAREHOUSE EMPLOYEES

An Affiliate of
INTERNATIONAL BROTHERHOOD OF TEAMSTERS
34-21 REVIEW AVENUE - LONG ISLAND CITY, NY 11101 -TEL. (718) 786-5700 - FAX # (718) 786-5757
EMAIL: EXECUTIVEBOARD@TEAMSTERSLOCAL804.ORG WWW.TEAMSTERSLOCAL804.ORG

May 10, 2013

American Arbitration Association
1633 Broadway
New York, New York 10019

Re: Local 804, I.B.T. and United Parcel Service: Was there just cause for the discharge of (b) (6), (b) (7)(C)? If not, what shall be the remedy?

And

Did the Company violate the Collective Bargaining Agreement by refusing to allow (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) to remain on the job until or unless (b) (6), discharge was sustained through the grievance process? If so, what shall be the remedy? (A.C.)

Dear (b) (6), (b

In accordance with the collective bargaining agreement between the parties, kindly select the next available arbitrator from the Local 804/UPS Panel to hear and determine the above dispute.

Very truly yours,

(b) (6), (b) (7)(C)

Cc:

United Parcel Service
643 West 43rd Street
New York, New York 10036

exh (1)

American Arbitration Association
Dispute Resolution Services Worldwide

New York Labor Center

May 10, 2013

1633 Broadway, Floor 10, New York, NY 10019-6708
telephone: 212-484-3266 facsimile: 212-307-4387
internet: http://www.adr.org/

(b) (6), (b) (

350 Seventh Avenue
Suite 1800
New York, NY 10001

11 Times Square
New York, NY 10036-8299

Re: (b) (6), (b) (7)(C)
Local 804, IBT
and
United Parcel Service

Grievances: Was there just cause for the discharge of If not, what shall be the remedy? And - Did the Company violate the CBA by refusing to allow to remain on the job until or unless (b) (6), discharge was sustained through the grievance process? If so, what shall be the remedy? (A.C.)

Dear Parties:

(b) (6), (b) Esq. filed with this office on (b) (6), (b) (7)(C) 2013 a Demand for Arbitration dated (b) (6), (b) ((C) 2013 in accordance with a Collective Bargaining Agreement that contains an arbitration clause providing for administration by the AAA. Please note that this arbitration will be administered under the Association's Labor Arbitration Rules, which are available on our website: http://www.adr.org

Please be advised that the Arbitrator for the above-referenced matter will be designated from the rotating panel under the parties' collective bargaining agreement. Notice of such designation, together with a Notice of Hearing date, will be forwarded to both parties under separate cover.

If you have any questions regarding our services or administration, please feel free to call/email me.

Very truly yours,

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

cc:

Exh (2)

AMSTERS LOCAL 804 AND UNITED PARCEL SERVICE
GRIEVANCE PANEL

Dt: 16-Aug-14
To: Members of the Local 804 / UPS Panel
Fr: Company Co-Chair
Union Co-Chair
Re: **UPS 804 Panel Meeting - August 26-27, 2014.**

The next scheduled meeting of the UPS 804 Panel will be held on August 26-27, 2014 at:

Cornell University ILR
ILR NYC Conference Center
16 East 34th Street
New York, NY 10016

212-340-2842

Exh (3)

AGREEMENT

This Agreement is made by and among United Parcel Service, Inc. ("UPS"), Local 804, IBT ("Union") and [redacted] "Employee"):

Whereas, Employee was to be discharged from [redacted] employment with UPS on or about [redacted] 2015 for [redacted] ongoing egregious overall record; and

Whereas, at the urging of Union [redacted] JPS has agreed to reinstate the Employee on the terms and conditions set forth below;

Now, therefore, the parties hereto agree as follows:

1. Employee has retained employment on a "Last Chance" basis. Any future Methods and Procedures violations shall be grounds for immediate termination of employment without recourse to the grievance procedure, except to the extent that there is a genuine dispute whether Employee actually violated the agreement.

2. All time out of work from the date of discharge to the date of reinstatement will be construed as a time served suspension.

3. This Agreement does not constitute and shall not be construed as an admission by UPS that it has violated the collective bargaining agreement or committed any wrongdoing whatsoever.

4. This Agreement is non-referable and shall not be cited as precedent except in a proceeding to enforce its terms.

Exhibit: 4

5. Employee hereby agrees that (b) (6), will be reassigned to the (b) (6), (b) (7)(C) Center and will be assigned a route on which (b) (6), will be OJSed and allow the Company to get a fair work measurement.

6. Employee agrees to maintain the performance levels of said OJS.

7. Employee will follow all Methods, Procedures, and Instructions.

8. Employee acknowledges that (b) (6), has been fully and fairly represented by the Union throughout the grievance process and the negotiation and execution of this Agreement.

9. Employee hereby releases and discharges UPS and the Union and their respective directors, trustees, officers, employees, agents and affiliated persons and entities from any claims arising out of or relating to (b) (6), (employment or discharge, up to and including the date that (b) (6), signs this Agreement.

Employee:	Local 804, IBT:	United Parcel Service, Inc.:
Date: (b) (6), (b) (7)(C) -15	Date (b) (6), (b) (7)(C) - 2015	Date (b) (6), (b) (7)(C) /15

Exhibit: 5

TEAMSTERS LOCAL 804 AND UNITED PARCEL SERVICE GRIEVANCE PANEL

Established in accordance with the terms and conditions of the Local Union 804 Supplemental Agreement, entered into by and between Local 804, IBT and United Parcel Service, Inc.

IN THE MATTER OF THE DISPUTE BETWEEN

Teamsters Local 804
and
United Parcel Service, Inc.

Docket No: (b) (6), (b) (7)(C)

Regular Case of:

Discharge Case of:

We, the undersigned, parties to the Local 804 and United Parcel Service Supplemental Agreement, hereby agree to submit the following dispute for a decision under the Rules of Procedure prescribed by the Teamsters Local 804 and United Parcel Service Grievance Committee, by virtue of its authority, as set forth in Article 18 of the Local 804 and United Parcel Service Supplemental Agreement.

The undersigned further agree that a majority decision of the Joint Committee in the above dispute will be final, conclusive and binding with no appeal and, further, that neither party will attempt through any overt acts, to void the decision rendered.

Employer: **UNITED PARCEL SERVICE, INC.**

Signed by:

Title: (b) (6), (b) (7)(C)

Local Union: **TEAMSTERS LOCAL 804**

Signed by:

Title: (b) (6), (b) (7)(C) AGENT

(b) (6), (b) (7)(C) rtunity to present to the Panel, any and all information pertinent to my case. I have been (b) (6), (b) (7)(C) ocal Union. I have been given a fair hearing with no evidence of discrimination.

(b) (6), (b) (7)(C)

DECISION

(b) (6), (b) (7)(C)

COMMITTEE

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

Date: (b) (6), (b) (7)(C) 6

(b) (6), (b) (7)(C)

Exhibit: 6

UPS **disputes** Plaintiff's attributions regarding UPS's representations to the National Labor Relations Board. The position statement that Plaintiff quotes from was submitted by Local 804, not UPS. UPS further states that position statements submitted to the NLRB are unsworn and not admissible to support factual assertions and thus under Fed. R. Civ. Pro. 56(c)(2) may not be considered in support of a motion for summary judgement.

Exh (7)

ATLANTIC AREA PARCEL GRIEVANCE COMMITTEE
JULY 2021
MINUTES

Omni Richmond Hotel
100 South 12th Street
Richmond, VA 23219

SUMMARY OF JULY 2021 MINUTES
Breakdown of the 39 Cases on the July Agenda

6	**Cases**	**Held by the Committee**	**0 Discharges**	**0 Suspensions**	**6 Regular**
15	**Cases**	**Settled and/or Withdrawn**	**4 Discharges**	**1 Suspensions**	**10 Regular**
2	**Cases**	**Postponed by the Company**	**0 Discharges**	**0 Suspensions**	**2 Regular**
3	**Cases**	**Postponed by the Union**	**1 Discharges**	**0 Suspensions**	**2 Regular**
13	**Cases**	**Heard**	**6 Discharges**	**0 Suspensions**	**7 Regular**

The following (6) Cases were Held by the Committee:

The following (0) DISCHARGE Cases were Held by the Committee:

The following (0) SUSPENSION Cases were Held by the Committee:

The following (6) REGULAR Case was Held by the Committee:

(b) (6), (b) (7)(C)
[redacted]

Local 822 vs UPS, Newport News, VA
Local 822 vs UPS, Suffolk, VA
Local 822 vs UPS, Suffolk, VA
Local 171 vs UPS, Roanoke, VA
Local 822 vs UPS, Suffolk, VA
Local 822 vs UPS, Suffolk, VA

The following (15) Cases were Settled and/or Withdrawn:

The following (4) DISCHARGE Cases were Settled and/or Withdrawn:

(b) (6), (b) (7)(C)
[redacted]

Local 639 vs UPS, Landover, MD
Local 509 vs UPS, Summerville, SC
Local 623 vs UPS, Philadelphia, PA
Local 509 vs UPS, West Columbia, SC

The following (1) SUSPENSION Cases were <u>Settled and/or Withdrawn:</u>

(b) (6), (b) (7)(C) [redacted] Local 509 vs UPS, Anderson, SC

The following (10) REGULAR Cases were <u>Settled and/or Withdrawn:</u>

(b) (6), (b) (7)(C) [redacted]

Local 509 vs UPS, Myrtle Beach, SC
Local 509 vs UPS, Columbia, SC
Local 171 vs UPS, Roanoke, VA
Local 171 vs UPS, Roanoke, VA
Local 509 vs UPS, Myrtle Beach, SC
Local 509 vs UPS, Myrtle Beach, SC
Local 61 vs UPS, Asheville, NC
Local 171 vs UPS, Roanoke, VA
Local 509 vs UPS, Anderson, SC
Local 639 vs UPS, Waldorf, MD

The following (2) Cases were <u>Postponed by the Company:</u>

The following (0) DISCHARGE Cases were <u>Postponed by the Company:</u>

The following (0) SUSPENSION Cases were <u>Postponed by the Company:</u>

The following (2) REGULAR Cases were <u>Postponed by the Company:</u>

(b) (6), (b) (7)(C) [redacted]

Local 171 vs UPS, Roanoke, VA
Local 171 vs UPS, Roanoke, VA

The following (3) Cases were <u>Postponed by the Union:</u>

The following (1) DISCHARGE Cases were <u>Postponed by the Union:</u>

(b) (6), (b) (7)(C) [redacted] Local 509 vs UPS, Myrtle Beach, SC

The following (0) SUSPENSION Cases were <u>Postponed by the Union:</u>

The following (2) REGULAR Cases were <u>Postponed by the Union:</u>

(b) (6), (b) (7)(C) [redacted]

Local 509 vs UPS, Anderson, SC
Local 355 vs UPS, Baltimore, MD

The following (13) Cases were <u>Heard:</u>

The following (6) DISCHARGE Cases were <u>Heard:</u>

(b) (6), (b) (7)(C) called case (b) (6), (b) (7)(C) <u>Local 623 vs UPS, Philadelphia, PA</u>

Discharge of (b) (6), (b) (7)(C)

Decision: Based on the facts presented, and the testimony of the grievant, the discharge is upheld and the grievance is denied.

(b) (6), (b) (7)(C) called case (b) (6), (b) (7)(C) <u>Local 61 vs UPS, Franklin, NC</u>

Discharge of (b) (6), (b) (7)(C)

Decision: Based on the facts presented, including the testimony of the grievant, the discharge is reduced to a time served suspension. The grievant will be retrained on the professional conduct, anti-harassment policies and workplace violence prevention policy. Non-precedent setting; no reference.

(b) (6), (b) (7)(C) called case (b) (6), (b) (7)(C) <u>Local 355 vs UPS, Baltimore, MD</u>

Discharge of (b) (6), (b) (7)(C)

Decision: Based on the facts presented, including the testimony of the grievant, the discharge is upheld.

(b) (6), (b) (7)(C) called case (b) (6), (b) (7)(C) <u>Local 355 vs UPS, Baltimore, MD</u>

Discharge of (b) (6), (b) (7)(C)

Decision: Based on the facts presented, the Company point of order on timeliness is upheld. This case is not to be referenced and is not precedent setting.

(b) (6), (b) (7)(C) called case (b) (6), (b) (7)(C) <u>Local 639 vs UPS, Waldorf, MD</u>

Discharge of (b) (6), (b) (7)(C)

Decision: Based on the facts of the case and grievant's testimony the grievance is denied. No reference; non-precedent setting.

(b) (6), (b) (7)(C) called case (b) (6), (b) (7)(C) <u>Local 509 vs UPS, Aiken, SC</u>

Discharge of (b) (6), (b) (7)(C)

Decision: Based on the facts presented, and the grievant's own testimony, the discharge is reduced to a time served suspension.

The following (0) SUSPENSION Cases were Heard:

The following (7) REGULAR Cases were Heard:

(b) (6), (b) (7)(C) called case (b) (6), (b) (7)(C) Local 697 vs UPS, Benwood, WV

. On behalf of all affected employees the Union is claiming violation of Article 63.

Decision: The parties were unable to resolve this case, therefore it is deadlocked.

(b) (6), (b) (7)(C) called case (b) (6), (b) (7)(C) Local 623 vs UPS, Philadelphia, PA

On behalf of Teamsters Local 623, the Union is claiming violation of Articles 17, 55 and all that apply.

Decision: This case is referred back to the parties for sixty (60) days for possible resolution. The panel holds jurisdiction.

(b) (6), (b) (7)(C) called case (b) (6), (b) (7)(C) Local 71 vs UPS, Florence, SC

On behalf of all affected, the Union is claiming violation of Articles 37, 54 and all applicable.

Decision: In this instant case, the claim of the Union is denied. Non-precedent setting; no reference.

(b) (6), (b) (7)(C) called case (b) (6), (b) (7)(C) Local 639 vs UPS, Landover, MD

On behalf of (b) (6), (b) (7)(C), the Union is claiming violation of Article 37 and all applicable. (b) (6), (b) (7)(C)

Decision: The panel finds no violation of Article 37. Further, the Company is reminded to honor seniority when assigning work. No reference; non-precedent setting.

(b) (6), (b) (7)(C) called case (b) (6), (b) (7)(C) Local 639 vs UPS, Landover, MD

On behalf of (b) (6), (b) (7)(C), the Union is claiming violation of Article 63 and all applicable. (b) (6), (b) (7)(C))

Decision: Based on the facts presented, the claim of the Union is denied.

(b) (6), (b) (7)(C) called case (b) (6), (b) (7)(C) Local 639 vs UPS, Landover, MD

On behalf of (b) (6), (b) (7)(C), the Union is claiming violation of Articles 22, 63 and all applicable. (b) (6), (b) (7)(C))

Decision: Based on the facts presented, the claim of the Union is denied.

(b) (6), (b) (7)(C) called case (b) (6), (b) (7)(C) Local 623 vs UPS, Philadelphia, PA

On behalf of (b) (6), (b) (7)(C) on behalf of (b) (6), (b) (7)(C), the Union is claiming violation of Article 18 and all that apply.

Decision: Based on the facts presented, the Company is instructed to comply with Articles 18 and 4 of the NMA, specifically with reference to providing immediate and appropriate medical attention to all injured employees. Such employees shall receive Union representation when requested.

ATLANTIC AREA PARCEL GRIEVANCE COMMITTEE

A T T E N D A N C E

July 12 - 15, 2021

Omni Richmond Hotel
100 South 12th Street
Richmond, VA 23219

FOR THE UNION			FOR THE COMPANY
(b) (6), (b) (7)(C)	355		Mark Aaron
	355		Matt Hoffman
	623		Bob Cowie
	623		John Punte
	623		Lester Grant
	509		Greg Hill
	71		Craig Holmes
	509		Dejay Favreau
	391		Walt Baker
	29		Tom McCready
	639		Jasmine Haynes
	639		Cameron Donovan
	639		Shurland Murren
	639		Mike Sorden
	61		Levi Fletcher
	61		Fred Dore
	391		Casey Simpson
	355		Chuck Brill
	171		Gerard Rowell
	322		Brandon Carter
	322		Jennifer Lyle
	322		Ursula Blunt
	322		
	322		
	509		
	175		
	822 / IBT		
	623		

Elliot H. Shaller, Arbitrator

ATLANTIC AREA PARCEL GRIEVANCE COMMITTEE
March 2021
MINUTES

Omni Richmond Hotel
100 South 12th Street
Richmond, VA 23219
(804)344-7258

SUMMARY OF MARCH 2021 MINUTES
Breakdown of the 112 Cases on the March Agenda

0	**Cases**	**Held by the Committee**	**0 Discharges**	**0 Suspensions**	**0 Regular**
29	**Cases**	**Settled and/or Withdrawn**	**3 Discharges**	**0 Suspensions**	**26 Regular**
2	**Cases**	**Postponed by the Company**	**1 Discharges**	**0 Suspensions**	**1 Regular**
48	**Cases**	**Postponed by the Union**	**4 Discharges**	**0 Suspensions**	**44 Regular**
33	**Cases**	**Heard**	**8 Discharges**	**0 Suspensions**	**25 Regular**

The following (0) Cases were Held by the Committee:

The following (0) DISCHARGE Cases were Held by the Committee:

The following (0) SUSPENSION Cases were Held by the Committee:

The following (0) REGULAR Case was Held by the Committee:

The following (29) Cases were Settled and/or Withdrawn:

The following (3) DISCHARGE Cases were Settled and/or Withdrawn:

(b) (6), (b) (7)(C) [redacted]

Local 639 vs UPS, Laurel, MD
Local 322 vs UPS, Chesterfield, VA
Local 623 vs UPS, Philadelphia, PA

The following (0) SUSPENSION Cases were Settled and/or Withdrawn:

The following (26) REGULAR Cases were Settled and/or Withdrawn:

(b) (6), (b) (7)(C) [redacted]

Local 509 vs UPS, West Columbia, SC
Local 509 vs UPS, West Columbia, SC

(b) (6), (b) (7)(C) [redacted]

Local 509 vs UPS, West Columbia, SC
Local 509 vs UPS, West Columbia, SC
Local 61 vs UPS, Asheville, NC
Local 61 vs UPS, All Centers – Local 61 jurisdiction
Local 639 vs UPS, Dulles, VA
Local 639 vs UPS, Dulles, VA
Local 639 vs UPS, Dulles, VA
Local 639 vs UPS, Dulles, VA
Local 509 vs UPS, West Columbia, SC
Local 509 vs UPS, West Columbia, SC
Local 509 vs UPS, West Columbia, SC
Local 509 vs UPS, West Columbia, SC
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Local 509 vs UPS, West Columbia, SC
Local 509 vs UPS, West Columbia, SC
Local 509 vs UPS, West Columbia, SC
Local 509 vs UPS, West Columbia, SC
Local 509 vs UPS, West Columbia, SC
Local 639 vs UPS, Dulles, VA
Local 639 vs UPS, Dulles, VA

The following (2) Cases were <u>Postponed by the Company:</u>

The following (1) DISCHARGE Cases were <u>Postponed by the Company:</u>

(b) (6), (b) (7)(C) [redacted] Local 171 vs UPS, Roanoke, VA

The following (0) SUSPENSION Cases were <u>Postponed by the Company:</u>

The following (1) REGULAR Cases were <u>Postponed by the Company:</u>

(b) (6), (b) (7)(C) [redacted] Local 509 vs UPS, West Columbia, SC

The following (48) Cases were <u>Postponed by the Union:</u>

The following (4) DISCHARGE Cases were <u>Postponed by the Union:</u>

(b) (6), (b) (7)(C) [redacted]

Local 639 vs UPS, Landover, MD
Local 639 vs UPS, Landover, MD
Local 639 vs UPS, Landover, MD
Local 639 vs UPS, Landover, MD

The following (0) SUSPENSION Cases were <u>Postponed by the Union:</u>

The following (44) REGULAR Cases were <u>Postponed by the Union:</u>

(b) (6), (b) (7)(C)

[redacted]

Local 171 vs UPS, Roanoke, VA
Local 171 vs UPS, Roanoke, VA
Local 509 vs UPS, West Columbia, SC
Local 509 vs UPS, West Columbia, SC
Local 509 vs UPS, West Columbia, SC
Local 171 vs UPS, Roanoke, VA
Local 171 vs UPS, Roanoke, VA
Local 639 vs UPS, Landover, MD
Local 639 vs UPS, Landover, MD
Local 639 vs UPS, Landover, MD
Local 639 vs UPS, Landover, MD
Local 639 vs UPS, Landover, MD
Local 639 vs UPS, Landover, MD
Local 509 vs UPS, West Columbia, SC
Local 509 vs UPS, West Columbia, SC
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Local 509 vs UPS, West Columbia, SC
Local 509 vs UPS, West Columbia, SC
Local 509 vs UPS, West Columbia, SC
Local 509 vs UPS, West Columbia, SC
Local 509 vs UPS, West Columbia, SC
Local 171 vs UPS, Dublin, VA
Local 171 vs UPS, Lynchburg, VA
Local 171 vs UPS, Lynchburg, VA

(b) (6), (b) (7)(C) Local 171 vs UPS, Dublin, VA
Local 822 vs UPS, Newport News, VA

The following (33) Cases were <u>Heard:</u>

The following (8) DISCHARGE Cases were <u>Heard:</u>

(b) (6), (b) (7)(C) called case (b) (6), (b) (7)(C) <u>Local 623 vs UPS, Philadelphia, PA</u>

Discharge of (b) (6), (b) (7)(C).

Decision: Based on the facts presented, including the grievant's testimony, the discharge is sustained.

(b) (6), (b) (7)(C) called case (b) (6), (b) (7)(C) <u>Local 355 vs UPS, Baltimore, MD</u>

Discharge of (b) (6), (b) (7)(C)

Decision: Based on the facts presented, the discharge is sustained.

(b) (6), (b) (7)(C) called case (b) (6), (b) (7)(C) <u>Local 639 vs UPS, Laurel, MD</u>

Discharge of (b) (6), (b) (7)(C).

Decision: Based on the facts presented, the claim of the Union is denied.

(b) (6), (b) (7)(C) called case (b) (6), (b) (7)(C) <u>Local 355 vs UPS, Baltimore, MD</u>

Discharge of (b) (6), (b) (7)(C).

Decision: Based on the facts presented, including the grievant's testimony, the discharge is sustained.

(b) (6), (b) (7)(C) called case (b) (6), (b) (7)(C) <u>Local 322 vs UPS, Chesterfield, VA</u>

Discharge of (b) (6), (b) (7)(C).

Decision: Based on the facts presented, including the grievant's own testimony, the grievance is denied. No reference; non-precedent setting.

(b) (6), (b) (7)(C) called case (b) (6), (b) (7)(C) <u>Local 322 vs UPS, Chesterfield, VA</u>

Discharge of (b) (6), (b) (7)(C).

Decision: Based on the facts presented and grievant's own testimony the discharge is reduced to a suspension time served (b) (6), (b) (7)(C) Return to work (b) (6), (b) (7)(C) 2021. Non-precedent setting; no reference.

(b) (6), (b) (7)(C) called case (b) (6), (b) (7)(C) Local 391 vs UPS, Raleigh, NC

Discharge of (b) (6), (b) (7)(C).

Decision: Based on the facts presented, including the grievant's testimony, the discharge is sustained.

(b) (6), (b) (7)(C) called case (b) (6), (b) (7)(C) Local 355 vs UPS, Baltimore, MD

Discharge of (b) (6), (b) (7)(C).

Decision: Based on the facts presented and the grievant's testimony the grievance is denied. Non-precedent setting; no reference.

The following (0) SUSPENSION Cases were Heard:

The following (25) REGULAR Cases were Heard:

(b) (6), (b) (7)(C) called case (b) (6), (b) (7)(C) Local 171 vs UPS, Roanoke, VA

On behalf of all affected, the Union is claiming violation of Articles 22, 37, 48, 52, 53, and 65.

Decision: The bid of the position should have been posted for seven (7) working days. The panel finds no other violation of any other article of the Atlantic Area Supplement. The panel is deadlocked on Article 22 and is referred to the National Panel.

(b) (6), (b) (7)(C) called case (b) (6), (b) (7)(C) Local 171 vs UPS, Roanoke, VA

On behalf of (b) (6), (b) (7)(C), the Union is claiming violation of Articles 32, 48, 66 and any other applicable Article & Section.

Decision: Deadlocked to the National Panel.

(b) (6), (b) (7)(C) called case (b) (6), (b) (7)(C) Local 171 vs UPS, Roanoke, VA

On behalf of (b) (6), (b) (7)(C), the Union is claiming violation of Articles 32, 48, 66 and any other applicable Article & Section.

Decision: Deadlocked to National Panel.

(b) (6), (b) (7)(C) called case (b) (6), (b) (7)(C) Local 171 vs UPS, Roanoke, VA

On behalf of (b) (6), (b) (7)(C), the Union is claiming violation of Articles 32, 48 and any other applicable Article & Section.

Decision: Deadlocked to the National Panel.

(b) (6), (b) (7)(C) called case (b) (6), (b) (7)(C) Local 171 vs UPS, Roanoke, VA

On behalf of (b) (6), (b) (7)(C), the Union is claiming violation of Articles 32, 48, 66 and any other applicable Article & Section.

Decision: Deadlocked to the National Panel.

(b) (6), (b) (7)(C) called case (b) (6), (b) (7)(C) Local 171 vs UPS, Roanoke, VA

On behalf of (b) (6), (b) (7)(C), the Union is claiming violation of Articles 32, 48, 66 and any other applicable Article & Section.

Decision: Deadlocked to the National Panel.

(b) (6), (b) (7)(C) called case (b) (6), (b) (7)(C) Local 171 vs UPS, Roanoke, VA

On behalf of (b) (6), (b) (7)(C), the Union is claiming violation of Articles 32, 48, 66 and any other applicable Article & Section.

Decision: Deadlocked to the National Panel.

(b) (6), (b) (7)(C) called case (b) (6), (b) (7)(C) Local 171 vs UPS, Roanoke, VA

On behalf of (b) (6), (b) (7)(C), the Union is claiming violation of Articles 32, 48, 66 and any other applicable Article & Section.

Decision: Deadlocked to the National Panel.

(b) (6), (b) (7)(C) called case (b) (6), (b) (7)(C) Local 171 vs UPS, Roanoke, VA

On behalf of (b) (6), (b) (7)(C), the Union is claiming violation of Articles 32, 48, 66 and any other applicable Article & Section.

Decision: Deadlocked to the National Panel.

(b) (6), (b) (7)(C) called case (b) (6), (b) (7)(C) Local 171 vs UPS, Roanoke, VA

On behalf of (b) (6), (b) (7)(C), the Union is claiming violation of Articles 32, 48, 66 and any other applicable Article & Section.

Decision: Deadlocked to the National Panel.

(b) (6), (b) (7)(C) called case (b) (6), (b) (7)(C) Local 171 vs UPS, Roanoke, VA

On behalf of (b) (6), (b) (7)(C), the Union is claiming violation of Articles 32, 48, 66 and any other applicable Article & Section.

Decision: Deadlocked to the National Panel.

(b) (6), (b) (7)(C) called case (b) (6), (b) (7)(C) Local 171 vs UPS, Roanoke, VA

On behalf of (b) (6), (b) (7)(C), the Union is claiming violation of Articles 32, 48 and any other applicable Article & Section.

Decision: Deadlocked to the National Panel.

(b) (6), (b) (7)(C) called case (b) (6), (b) (7)(C) Local 171 vs UPS, Roanoke, VA

On behalf of (b) (6), (b) (7)(C), the Union is claiming violation of Articles 32, 48, 66 and any other applicable Article & Section.

Decision: Deadlocked to the National Panel.

(b) (6), (b) (7)(C) called case (b) (6), (b) (7)(C) Local 171 vs UPS, Roanoke, VA

On behalf of (b) (6), (b) (7)(C), the Union is claiming violation of Articles 32, 48, 66 and any other applicable Article & Section.

Decision: Deadlocked to the National Panel.

(b) (6), (b) (7)(C) called case (b) (6), (b) (7)(C) Local 171 vs UPS, Roanoke, VA

On behalf of (b) (6), (b) (7)(C) the Union is claiming violation of Articles 32, 48, 66 and any other applicable Article & Section.

Decision: Deadlocked to the National Panel.

(b) (6), (b) (7)(C) called case (b) (6), (b) (7)(C Local 61 vs UPS, Sylva, NC

On behalf of (b) (6), (b) (7)(C), the Union is claiming violation of Articles 22 and 63.

Decision: Referred back for possible settlement for thirty (30) days. This panel holds jurisdiction.

(b) (6), (b) (7)(C) called case (b) (6), (b) (7)(C Local 61 vs UPS, Asheville, NC

On behalf of (b) (6), (b) (7)(C), the Union is claiming violation of Article 20.4

Decision: Based on the facts presented, the grievant will be paid for four (4) days. No reference; non-precedent setting.

(b) (6), (b) (7)(C) called case (b) (6), (b) (7)(C Local 322 vs UPS, Chesterfield, VA

On behalf of (b) (6), (b) (7)(C), the Union is claiming violation of Articles 48 and 54.

Decision: Referred back for thirty (30) days. If not resolved the case is deadlocked.

(b) (6), (b) (7)(C) called case (b) (6), (b) (7)(C) Local 29 vs UPS, Charlottesville, VA

On behalf of (b) (6), (b) (7)(C), the Union is claiming violation of Articles 37 and 48.

Decision: Based on the facts presented, there is no contract violation.

(b) (6), (b) (7)(C) called case (b) (6), (b) (7)(C) Local 639 vs UPS, Waldorf, MD

On behalf of All Affected, the Union is claiming violation of Article 38 and all applicable.

Decision: Deadlocked on the Atlantic Area Supplement, Article 48 Section 11.

(b) (6), (b) (7)(C) called case (b) (6), (b) (7)(C) Local 509 vs UPS, West Columbia, SC

On behalf of (b) (6), (b) (7)(C), the Union is claiming violation of Articles 36, 37, 43 and all Applicable ((b) (6), (b) (7)(C)

Decision: Based on the facts presented in this instant case, there is no contract violation.

(b) (6), (b) (7)(C) called case (b) (6), (b) (7)(C) Local 509 vs UPS, West Columbia, SC

On behalf of (b) (6), (b) (7)(C), the Union is claiming violation of Articles 37, 48 and all applicable (b) (6), (b) (7)(C)).

Decision: Based on the facts presented in this instant case, there is no contract violation.

(b) (6), (b) (7)(C) called case (b) (6), (b) (7)(C) Local 509 vs UPS, West Columbia, SC

On behalf of (b) (6), (b) (7)(C), the Union is claiming violation of Articles 43, 48 and all applicable (b) (6), (b) (7)(C)).

Decision: Based on the facts presented, in this instant case, there is no contract violation.

(b) (6), (b) (7)(C) called case (b) (6), (b) (7)(C) Local 509 vs UPS, West Columbia, SC

On behalf of (b) (6), (b) (7)(C), the Union is claiming violation of Articles 43, 48 and all applicable ((b) (6), (b) (7)(C)

Decision: Based on the facts presented, in this instant case there is no contract violation.

(b) (6), (b) (7)(C) called case (b) (6), (b) (7)(C) Local 355 vs UPS, Aberdeen, MD

On behalf of (b) (6), (b) (7)(C), the Union is claiming violation of Articles 38, 48, 63, 65 and any others that may apply.

Decision: Based on the facts presented, the Panel finds no contract violation.

ATLANTIC AREA PARCEL GRIEVANCE COMMITTEE

A T T E N D A N C E

March 8-11, 2021

Omni Richmond Hotel
100 South 12th Street
Richmond, VA 23219

FOR THE UNION			FOR THE COMPANY
(b) (6), (b) (7)(C) [redacted]	61		Matt Hoffman
	71		Eric Bringe
	171		Bob Cowie
	171		John Punte
	71		Lester Grant
	391		Dejay Favreau
	822		Walt Baker
	29		Leslie Glue
	623		Greg Hill
	623		Levi Fletcher
	623		Mark DeHaven
	639		Joshua Gentry
	175		Jasmine Haynes
	451		Michael Sorden
	639		Charles Brill
	639		James Crowder
	322		Gerald Rowell
	322		Christopher Everest
	322		Jimmy Fullback
	639		J.J. Standfield
	639		Sames R. Seleman
	509		Dyane K. McCray Jr.
	355		Christopher Guild
	355		Brett Eavey
	IBT / 822		Daniel Backe
	171		
	509		

Elliot Shaller, Arbitrator

From:	Bennie Smith Jr
To:	Bonett Jr., Edward J.
Subject:	Case Number: 04-CB-281439
Date:	Monday, October 4, 2021 1:33:29 PM
Attachments:	NLRB Brief Points for Bonett.docx

Greetings Mr. Bonett,

Please give me a call regarding the Boards decision. I have enclosed a note that I would like to discuss with you. Thank you.

Mr. Smith

(b) (6), (b) (7)(C) was discharged on or about (b) (6), (b) (7)(C) 2021, after he allegedly failed to (b) (6), (b) (7)(C) that allegedly occurred on or about (b) (6), (b) (7)(C) 2020.

1. **Exhibit: (A) National Master UPS Agreement (NMA)** Article 7 states that "*Except in cases involving cardinal infractions an employee to be discharged or suspended shall be allowed to remain on the job, without loss of pay unless and until the discharge or suspension is sustained under the grievance procedure.* ***The Union agrees it will not unreasonably delay the processing of such cases.***" **Why the three-month delay?**

2. **Grievance's procedure** may only be invoked only by the authorized union representative or employer.

3. **The Committee** shall be composed of an equal number of Employer and Union representatives. **Who were the Committee members?**

4. In order for such cases to be reviewed, **the decision must interpret Master Language**. (2) The **presenter will cite the specific Master Language** that the lower panel interpreted.

5. "***The arbitrator is to be selected from an American Arbitration Association national panel list*** *and all aspects of the arbitration procedure shall be governed by the Rules of the American Arbitration Association.*"

6. "*The arbitrator shall have the authority to apply the provisions of this Agreement and to render a decision on any grievance coming before him/her* ***but shall not have the authority to amend or modify this Agreement or to establish new terms or conditions of employment.***" **Correct?**

7. **Exhibit: (B) Local Union No. 623 and UPS Supplemental Agreement to the NMA "***The* ***Secretary shall attend the meetings to prepare and keep the minutes*** *and mail copies of the minutes to the members of the AAPGC and* ***shall also mail copies of the decisions of the AAPGC*** *to all UPS representatives and Local Unions who are parties to this Agreement.*" **Where are the minutes and where is the written decision to deny back pay?**

   (e) A grievance to be heard by the AAPGC must be put in writing and submitted to the Secretary thirteen (13) days before the meeting of the AAPGC. The parties further agree that no grievance or grievances shall be discussed except those, which have been received by the Secretary of the AAPGC before the thirteen- (13) days prior to the date of the meeting. **(b) (6), (b) (7)(C) grievance was dated (b) (6), (b) (7)(C) 2021, the grievance meeting was held on (b) (6), (b) (7)(C) 2021. Again, why the three-month delay? "*The Union agrees it will not unreasonably delay the processing of such cases.*"**

8. **The Arbitrator** shall have the authority to apply the provisions of this Agreement and to render a decision on any grievance coming before him but shall **not** have the authority to amend or modify this Agreement or establish new terms and conditions under this Agreement. **Also stated in point six of the NMA.**

9. **The Employer shall not discharge nor suspend any employee without just cause.**

10. **Any employee may request an investigation as to his discharge or suspension**. Should such investigation prove that an injustice has been done an employee, **he shall be reinstated**. (b) (6), (b) (7)(C) **was found not guilty of failing** (b) (6), (b) (7)(C) **Correct?**

11. **See Exhibit: (C)** Adjustment requested: **Reinstate Employee** to full Status with all seniority and benefits **back-pay.** No back pay.

12. **See Exhibit: (D) NLRA states that "**The **union** is required to fairly represent you in bargaining and enforcing the agreement.**" Correct?**

a) It is **your responsibility,** and you took an oath to conduct a thorough and comprehensive investigation into (b) (6), (b) (7)(C) charge and report truthfully **all** evidence obtained to your regional director so that she/he will be able to determine if the union violated the National Labor Relations Act. **Correct?**

b) Did you report all of the evidence that I have given you to your regional director?

c) Will you include in your report to the regional director the evidence that we just went over?

Note: I am also enclosing a copy of (b) (6), (b) (7)(C) proposed civil complaint should the NLRB fail to thoroughly investigate and objectively evaluate the evidence that I have provided.

Copy to Regional director,
(b) (6), (b) (7)(C) and File

From:	Bennie Smith Jr
To:	Bonett Jr., Edward J.
Cc:	Goonan, Thomas A.
Subject:	Case Number: 04-CB-281439
Date:	Monday, October 4, 2021 1:59:59 PM
Attachments:	Letter to NLRB Bonett 10-4-21.pdf NLRB(b) (6), (b) (7)(C), (b) (7)(D).pdf Letter to NLRB Bonett 10-4-21.pdf

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Greetings Mr. Bonett, and Mr. Goonan,

Gentlemen, I was informed by Mr. Edward Bonett, Jr, that the Region 4, National Labor Relations Board (NLRB) may not be filing a complaint against Local 623 union herein called (Union) and I find that very troubling in light of the fact that I provided enough evidence to show that the union failed to secure back-pay for (b) (6), (b) (7)(C) after (b) (6), was found not guilty of failing (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) by the UPS/Local 623 committee panels. I have enclosed a copy of the brief that I went over with Mr. Bonett, I have enclosed (b) (6), (b) (7)(C), (b) (7)(D) that I gave Mr. Bonett on or about September 12, 2021, and I am enclosing a copy of (b) (6), (b) (7)(C) proposed civil complaint to give Mr. Bonett additional information for (b) (6), (b) (7)(C) charge against the union and in the event that the NLRB's region 4, fail to charge the union, I will also be filing a complaint with the NLRB's inspector general as well. I am requesting that Mr. Bonett provide me with a copy of the minutes that the union's secretary was supposed to maintain, I need a copy of the committee members written decision to deny awarding (b) (6), (b) (7)(C) back pay from (b) (6), (b) (7)(C) 2021 thru (b) (6), (b) (7)(C) 2021, and I need (b) (6), (b) (7)(C) that I submitted to Mr. Bonett. Mr. Bonett (b) (6), (b) (7)(C) . If it is still the Region's intention not to charge the union please provide me with a detailed long version of the reason for not charging the union. Thank you.

Sincerely,

Mr. Bennie smith, Jr.

1115 Broadway, 12th Floor
New York, NY 10010

October 4, 2021

National Labor Relations Board (NLRB)
Wanamaker Building
100 Penn Square East, Suite 403
Philadelphia, PA 19107

Reference: Case Number: 04-CB-281439

Attention: Edward J. Bonett, Jr, NLRB, Labor Relations Attorney

Dear Mr. Bonett:

1. Mr. Bonett, I believe that you are looking at this from your own personal feelings and prospective. You were sold by the Union telling you in their **unsworn position** statement, that (b) (6), (b) (7)(C), failed to (b) (6), (b) (7)(C) and you personally feel that (b) (6), (b) (7)(C) was guilty because of that. But in the process, you are ignoring the procedural aspect of this case and the rules of the law and the Collective Bargaining Agreement. (CBA)

2. Mr. Bonett, either you do **not** understand the rules and procedures of the CBA, or you are ignoring those procedures. What you're not realizing is that when the Union chose **not** to fight for the back pay that (b) (6), (b) (7)(C) was entitled to, that is the same as the Union deciding **not** to enforce the terms of the Collective Bargaining Agreement that were breached by the Employer that says "*there shall be just cause for discipline*" and that during a grievance process that involves suspension or discharge, "*the employee shall be allowed to remain on the job* ***without loss of pay*** *unless and until the discharge or suspension is sustained under the grievance procedure*." The Union has a legal responsibility to enforce the terms and conditions of the CBA on behalf of every bargaining unit member. Failing to do so is a breach of the duty of fair representation by the Union. The Union has **no** right to deny a Union member's CBA rights. That is what the Union member is paying Union dues for.

3. Mr. Bonett, let me ask you a hypothetical question. If a Union member worked 50 hours last week and is supposed to get paid overtime, according to the CBA, and the Employer only pays the member for 40 hours and tells the Union member that they're not paying the member for the other ten hours the member worked and that member files a grievance, are you saying that the Union can take the grievance, get together with the Employer and come to an agreement and allow the Employer to not pay the worker and then if that worker files a National Labor Relations Board (NLRB) charge against the Union for failing to enforce

the terms and conditions of the CBA, the Union can just tell the NLRB, "*even though our Union member worked 10 hours overtime and was entitled to the pay, the Employer didn't want to pay the worker and we, the Union, decided that we're are okay with the Employer not paying our bargaining unit member the money he was owed for overtime?*"

4. I don't know if you realize it but that's exactly what you're saying when you say, "*The Union and the Employer decided that* (b) (6), (b) (7)(C) *was innocent, shouldn't have been fired, but decided that* (b) (6), (b) (7)(C) *doesn't deserve the back pay even though* (b) (6), (b) (7)(C) *was entitled to the back pay according to the CBA which states, "In cases not involving cardinal infractions, the employee shall be allowed to remain on the job without loss of pay unless and until the discharge or suspension is sustained under the grievance procedure.*"

5. The Union and the Employer are completely ignoring that CBA rule and unfortunately, so are you, Mr. Bonett. Your personal opinion of (b) (6), (b) (7)(C) is clouding your judgement and in the process, you're on the verge of violating your oath and committing a crime yourself by concealing the evidence that the Union failed to enforce that rule of the CBA that entitled (b) (6), (b) (7)(C) back pay for the (b) (6), (b) (7)(C) that (b) (6), was out of work because by rule of the CBA, (b) (6), (b) (7)(C) was never supposed to be off the job while waiting for arbitration. PERIOD.

6. An administrative complaint will certainly be filed against you for concealing evidence and violating your oath as a Board Agent of the National Labor Relations Board. You, as a Board Agent must honor and acknowledge the rules of the CBA if the rules are brought to your attention and shown that the Union and the Employer are not honoring the CBA rights of bargaining unit members. Under the 'Employee's Rights' of the National Labor Relations Act it clearly states, "*If you and your coworkers select a union to function as your collective bargaining representative, your employer and the union are required to bargain in good faith in a genuine effort to reach a written, binding agreement setting your terms and conditions of employment. The union is required to fairly represent you in bargaining and* ***enforcing*** *the agreement.*" The UPS/Local 623 committee members have the authority to apply the provisions of the NMA and CBA and to render a decision on any grievance coming before them, but they shall not have the authority to amend or modify the agreement or to establish new terms or conditions of employment.

7. So, Mr. Bonett, as you can see, the Act clearly states that the Union is REQUIRED to enforce the terms of the Collective Bargaining Agreement on behalf of the bargaining unit members the Union represents. The act does not say that it is an option for the Union to enforce the terms of the CBA or not. The act clearly states that it is a REQUIREMENT that the Union enforce the terms of the CBA. (b) (6), (b) (7)(C) Union failed to do so, and I have brought that evidence to your attention.

8. When the Union told you that they agreed with the Employer not to pay (b) (6), (b) (7)(C) the (b) (6), (b) (7)(C) of back pay that (b) (6), (b) (7)(C) was entitled to, what the Union really told you, Mr. Bonett, was that the Union decided **not** to enforce the terms of the Collective Bargaining Agreement on (b) (6), (b) (7)(C) behalf which violates the National Labor Relations Act that states that the Union is REQUIRED to enforce the terms of the Collective Bargaining Agreement on behalf of bargaining unit members.

9. Mr. Bonett, by you deciding not to charge the Union in this case, which means you too are not honoring the National Labor Relations Act and choosing to conceal evidence in an attempt to avoid charging the Union of breaching its duty of fair representation owed to (b) (6), (b) (7)(C) and there will be legal consequences for that. As a hired representative and investigator for (b) (6), (b) (7)(C) situation, I am certainly not going to allow you to get away with concealing evidence that the Union breached its duty of fair representation owed to (b) (6), (b) (7)(C).

10. Concealing evidence during an official investigation is a crime and a violation of your oath. Are you aware of that, Mr. Bonett? The Employer clearly breached the CBA when they fired (b) (6), (b) (7)(C) and the Employer clearly filed the discharge against (b) (6), (b) (7)(C) after their statute of limitations had expired which means (b) (6), (b) (7)(C) was never supposed to be discharged and taken to a panel hearing in the first place, regardless of whether (b) (6), (b) (7)(C) was innocent or guilty at that point. Mr. Bonett, you have clearly ignored the written rules and procedures involved in this case that all supports (b) (6), (b) (7)(C) legitimate claim against the Union

Sincerely,

Bennie Smith Jr.
Advocate/Investigator

Copy: (b) (6), (b) (7)(C)
Thomas Goonan, Regional Director, and File.

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
REGION 4
100 E Penn Square
Suite 403
Philadelphia, PA 19107

Agency Website: www.nlrb.gov
Telephone: (215)597-7601
Fax: (215)597-7658

October 6, 2021

Bennie Smith Jr., Advocate
1115 Broadway, 12th Floor
New York, NY 10010

Re: Teamsters Local 623 (United Parcel Service)
Case 04-CB-281439

Dear Mr. Smith:

We have carefully investigated and considered your charge that Local 623 Union, International Brotherhood of Teamsters, (IBT) has violated the National Labor Relations Act.

Decision to Dismiss: As a result of the investigation, I find that the charge lacks merit. The charge alleges that the Union violated Section 8(b)(1)(A) of the Act by refusing to process (b) (6), (b) (7)(C) discharge grievance for arbitrary or discriminatory reasons or in bad faith. The investigation disclosed that the United Parcel Service (Employer) discharged (b) (6), (b) (7)(C) for allegedly failing to (b) (6), (b) (7)(C), which is an infraction under Article 51 of the parties' collective-bargaining agreement. The Union filed a grievance on (b) (6), (b) (7)(C) behalf and pursued that grievance to the Atlantic Area Parcel Grievance Committee, consisting of an equal amount of union and management officials. At the panel hearing, the Union advocated on (b) (6), (b) (7)(C) behalf and demanded that (b) (6) be reinstated and made whole. The final and binding panel decision found that (b) (6), (b) discharge should be reduced to a time served suspension, awarding reinstatement, but not backpay. You posit that the Union breached its duty to (b) (6), (b) (7)(C) in part by not insisting on backpay or demanding a reason why the panel did not award backpay. However, the decision not to award backpay was made by the panel, not by the Union. Under the Act, a Union violates its duty of fair representation towards employees when it acts arbitrarily, discriminatorily or in bad faith. *Vaca v. Sipes*, 386 U.S. 171 (1967). A union's actions are considered arbitrary under the duty of fair representation "only if, in light of the factual and legal landscape at the time of the union's actions, the union's behavior is so far outside a 'wide range of reasonableness' as to be irrational." *IAM Local Lodge 2777 (L-3 Communications)*, 355 NLRB 1062 (2010), quoting *Air Line Pilots Assn. v. O'Neill*, 499 U.S. 65, 67 (1991) and *Ford Motor Co. v. Huffman*, 345 U.S. 330, 338 (1953). There is no evidence that the Union's handling of the discharge grievance was based on arbitrary, discriminatory or bad faith considerations in violation of its duty of fair representation. In these circumstances, I find that the Union did not violate Section 8(b)(1)(A) of the Act. Accordingly, I am refusing to issue a Complaint in this matter.

Charging Party's Right to Appeal: The Charging Party may appeal my decision to the General Counsel of the National Labor Relations Board, through the Office of Appeals.

Means of Filing: You must file your appeal electronically or provide a written statement explaining why electronic submission is not possible or feasible (Written

instructions for the NLRB's E-Filing system and the Terms and Conditions of the NLRB's E-Filing policy are available at www.nlrb.gov. See User Guide. A video demonstration which provides step-by-step instructions and frequently asked questions are also available at www.nlrb.gov. If you require additional assistance with E-Filing, please contact e-Filing@nlrb.gov.

You are encouraged to also submit a complete statement of the facts and reasons why you believe my decision was incorrect. If you cannot file electronically, please send the appeal and your written explanation of why you cannot file electronically to the **General Counsel** at the **National Labor Relations Board, Attn: Office of Appeals, 1015 Half Street SE, Washington, DC 20570-0001**. Unless filed electronically, a copy of the appeal should also be sent to me.

The appeal MAY NOT be filed by fax or email. The Office of Appeals will not process faxed or emailed appeals.

Appeal Due Date: The appeal is due on **October 20, 2021**. If the appeal is filed electronically, the transmission of the entire document through the Agency's website must be completed **no later than 11:59 p.m. Eastern Time** on the due date. If filing by mail or by delivery service an appeal will be found to be timely filed if it is postmarked or given to a delivery service no later than October 19, 2021. **If an appeal is postmarked or given to a delivery service on the due date, it will be rejected as untimely**. If hand delivered, an appeal must be received by the General Counsel in Washington D.C. by 5:00 p.m. Eastern Time on the appeal due date. If an appeal is not submitted in accordance with this paragraph, it will be rejected.

Extension of Time to File Appeal: The General Counsel may allow additional time to file the appeal if the Charging Party provides a good reason for doing so and the request for an extension of time is **received on or before October 20, 2021.** The request may be filed electronically through the ***E-File Documents*** link on our website www.nlrb.gov, by fax to (202)273-4283, by mail, or by delivery service. The General Counsel will not consider any request for an extension of time to file an appeal received after October 20, 2021, **even if it is postmarked or given to the delivery service before the due date**. Unless filed electronically, a copy of the extension of time should also be sent to me.

Confidentiality: We will not honor requests to limit our use of appeal statements or evidence. Upon a request under the Freedom of Information Act (FOIA) by a party during the processing of an appeal, the Agency's FOIA Branch discloses appeal statements, redacted for personal privacy, confidential source protection, or other applicable FOIA exemptions. In the event the appeal is sustained, any statement or material submitted may be introduced as evidence at a hearing before an administrative law judge. However, certain evidence produced at a hearing may be protected from public disclosure by demonstrated claims of confidentiality.

Very truly yours,

Thomas Goonan
Regional Director

Enclosure

cc: (b) (6), (b) (7)(C)
International Brotherhood of Teamsters
Local 623
4369 Richmond Street
Philadelphia, PA 19137

Vlad Kachka, Esquire
Spear Wilderman P.C.
230 S. Broad Street, Suite 1400
Philadelphia, PA 19102

(b) (6), (b) (7)(C) UPS (b) (6), (b) (7)(C)
(b) (6), (b) (7)(C)

Kenyh Mason, Manager
United Parcel Service
155 Oregon Avenue
Philadelphia, PA 19145

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

APPEAL FORM

To: General Counsel
Attn: Office of Appeals
National Labor Relations Board
1015 Half Street SE
Washington, DC 20570-0001

Date:

Please be advised that an appeal is hereby taken to the General Counsel of the National Labor Relations Board from the action of the Regional Director in refusing to issue a complaint on the charge in

Teamsters Local 623 (United Parcel Service)
Case Name(s).

04-CB-281439
Case No(s). *(If more than one case number, include all case numbers in which appeal is taken.)*

(Signature)

E-FILING TO APPEALS

1. **Extension of Time**: This document is used when the Charging Party is asking for more time to efile an Appeal.

    - If an Extension of Time is e-filed, and there are additional documents to be e-filed simultaneously with it, please e-file those documents under the selection **Correspondence**.
    - After an Extension of Time has already been e-filed, any **additional** materials to add to the Extension of Time should be e-filed under **Correspondence**.

2. **File an Appeal**: If the Charging Party does not agree with the Region's decision on the case, an Appeal can be e-filed.

    - Only **one** (**1**) **Appeal** can be e-filed to each determination in the Region's decision letter that is received.
    - After an Appeal has been e-filed, any **additional** materials to add to the Appeal should be e-filed under **Correspondence**.

3. **Notice of Appearance**: Either party can e-file a Notice of Appearance if there is a new counsel representing one side or a different counsel.

    - This document is only e-filed with the Office of Appeals after a decision has been made by the Region.
    - This document can be e-filed **before** an Appeal is e-filed.

4. **Correspondence**: Parties will **select** Correspondence when adding documents or supplementing the Appeal or Extension of Time.

    - Correspondence is used to e-file documents **after** an **Extension of Time, Appeal** or **Notice of Appearance** has been e-filed.

5. **Position Statement**: The Charging Party or Charged Party may e-file a Position Statement.

    - The Charging Party will e-file this document as a supplement of the Appeal.
    - The Charged Party will specifically file one to support the Region's decision.
    - This document should be e-filed **after** an **Extension of Time, Appeal** or **Notice of Appearance** has been e-filed.

6. **Withdrawal Request**: If the Charging Party decides to no longer pursue their appeal, he/she can e-file a Withdrawal Request to the Office of Appeals.

    - This document should be e-Filed **after** an **Extension of Time, Appeal** or **Notice of Appearance** has been e-filed.

7. The selections of **Evidence** or **Other** should no longer be used.

FORM NLRB-4701
(9-03)

NATIONAL LABOR RELATIONS BOARD

NOTICE OF APPEARANCE

and
Administrative Assistant 4-U

CASE 04-CB-281439

Teamsters Local 623 (United Parcel Service)

☒ REGIONAL DIRECTOR

☐ EXECUTIVE SECRETARY
NATIONAL LABOR RELATIONS BOARD
Washington, DC 20570

☐ GENERAL COUNSEL
NATIONAL LABOR RELATIONS BOARD
Washington, DC 20570

THE UNDERSIGNED HEREBY ENTERS APPEARANCE AS REPRESENTATIVE OF Teamsters Local 623

IN THE ABOVE-CAPTIONED MATTER.

CHECK THE APPROPRIATE BOX(ES) BELOW:

☒ REPRESENTATIVE IS AN ATTORNEY

☒ IF REPRESENTATIVE IS AN ATTORNEY, IN ORDER TO ENSURE THAT THE PARTY MAY RECEIVE COPIES OF CERTAIN DOCUMENTS OR CORRESPONDENCE FROM THE AGENCY IN ADDITION TO THOSE DESCRIBED BELOW, THIS BOX MUST BE CHECKED. IF THIS BOX IS NOT CHECKED, THE PARTY WILL RECEIVE ONLY COPIES OF CERTAIN DOCUMENTS SUCH AS CHARGES, PETITIONS AND FORMAL DOCUMENTS AS DESCRIBED IN SEC. 11842.3 OF THE CASEHANDLING MANUAL.

(REPRESENTATIVE INFORMATION)

NAME: Joseph R Richardson

MAILING ADDRESS: 1845 Walnut Street,24th Floor
Philadelphia PA

E-MAIL ADDRESS: jrichardson@wwdlaw.com

OFFICE TELEPHONE NUMBER: 2156563655

CELL PHONE NUMBER: _____ *FAX:* 2156563655

SIGNATURE: JRichardson
(Please sign in ink.)

DATE: Monday, November 8, 2021 11:11 AM Eastern Standard Time

[1] IF CASE IS PENDING IN WASHINGTON AND NOTICE OF APPEARANCE IS SENT TO THE GENERAL COUNSEL OR THE EXECUTIVE SECRETARY, A COPY SHOULD BE SENT TO THE REGIONAL DIRECTOR OF THE REGION IN WHICH THE CASE WAS FILED SO THAT THOSE RECORDS WILL REFLECT THE APPEARANCE.

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
OFFICE OF THE GENERAL COUNSEL
Washington, DC 20570

November 23, 2021

BENNIE SMITH JR., ADVOCATE
ADMINISTRATIVE ASSISTANT 4-U
1115 BROADWAY 12TH FL
NEW YORK, NY 10010

Re: Teamsters Local 623 (United Parcel Service)
Case 04-CB-281439

Dear Mr. Smith:

We have carefully considered your appeal from the Regional Director's decision to dismiss the captioned charge. Based upon our review of the evidence disclosed by the Regional Office's investigation as well as applicable case law, we have decided to deny the appeal, substantially for the reasons explained in the Regional Director's letter dated October 6, 2021.

The Regional Office's investigation disclosed insufficient evidence to establish that the Union refused to process the alleged discriminatee's discharge grievance for arbitrary or discriminatory reasons or in bad faith, in violation of Section 8(b)(1)(A) of the National Labor Relations Act. While a union owes employees a duty of fair representation in disputes with an employer, a union is afforded a wide range of reasonableness in carrying out this duty, and a breach occurs only when the union's conduct is based upon arbitrary, irrelevant, or discriminatory considerations. *See Vaca v. Sipes*, 386 U.S. 171 (1967); *Ford Motor Co. v. Huffman*, 345 U.S. 330 (1953). Moreover, a union is not expected to do everything possible or perfectly as long as it uses reasonable judgment in good faith. *Truck Drivers, Local Union No. 355*, 229 NLRB 1319, 1321 (1977). Here, there is insufficient evidence to establish that the Union's handling of the alleged discriminatee's grievance was unlawful. Rather, the evidence showed that the Union did process [(b) (6), (b)] grievance all the way to a joint Union-Employer panel, requested that [(b) (6), (b)] be made whole, and was able to get [(b) (6), (b)] reinstated. In these circumstances, we cannot conclude that the Union violated the Act.

Accordingly, we deny the appeal.

Sincerely,

Jennifer A. Abruzzo
General Counsel

By: _____
Mark E. Arbesfeld, Director
Office of Appeals

cc: THOMAS GOONAN
REGIONAL DIRECTOR
NATIONAL LABOR RELATIONS
BOARD
100 E PENN SQUARE STE 403
PHILADELPHIA, PA 19107

(b) (6), (b) (7)(C)
UNION (b) (6), (b) (7)(C)
(b) (6), (b) (7)(C)
LOCAL 623 UNION,
INTERNATIONAL BROTHERHOOD
OF TEAMSTERS, (IBT)
4369 RICHMOND ST
PHILADELPHIA, PA 19137

VLAD KACHKA, ESQ.
SPEAR WILDERMAN P.C.
230 S BROAD ST STE 1400
PHILADELPHIA, PA 19102

(b) (6), (b) (7)(C) UPS (b) (6), (b) (7)(C)
(b) (6), (b) (7)(C)

JOSEPH D. RICHARDSON, ESQ.
WILLIG, WILLIAMS & DAVIDSON
1845 WALNUT ST 24TH FL
PHILADELPHIA, PA 19103

KENYH MASON, MANANGER
UNITED PARCEL SERVICE INC., UPS
155 OREGON AVE
PHILADELPHIA, PA 19145

kh

INTERNET
FORM NLRB-508
(2-08)

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

CHARGE AGAINST LABOR ORGANIZATION OR ITS AGENTS

FORM EXEMPT UNDER 44 U.S.C 3512

DO NOT WRITE IN THIS SPACE	
Case 04-CB-293918	Date Filed 4/11/22

INSTRUCTIONS: File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. LABOR ORGANIZATION OR ITS AGENTS AGAINST WHICH CHARGE IS BROUGHT

a. Name	b. Union Representative to contact	
Local 623 Union, International Brotherhood of Teamsters (IBT)	[redacted] (b) (6), (b) (7)(C)	
c. Address *(Street, city, state, and ZIP code)*	d. Tel. No. 215-289-0580	e. Cell No.
4369 Richmond Street, Philidelphia, PA 19137	f. Fax No. 215-533-1219	g. e-Mail [redacted] (b) (6), (b) (7)(C) @teamsterslocal623.org

h. The above-named organization(s) or its agents has *(have)* engaged in and is *(are)* engaging in unfair labor practices within the meaning of section 8(b), subsection(s) *(list subsections)* (1) (A) of the National Labor Relations Act, and these unfair labor practices are unfair practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2. Basis of the Charge *(set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)*

Since on and about (b) (6), (b) (7)(C) 2021, and ongoing my Employer, UPS, discharge me without just cause by falsely alleging that "I quit my job". My Employer violated my rights pursuant to Article 7 of the National Master Agreement and Article 50, and 51 of the Supp to the National Master Agreement.

Since on or about (b) (6), (b) (7)(C) 2021, and ongoing the above named labor organization by its officers agent representatives has failed and refused for reasons that are arbitrary and discriminatory to process my grievance number: (b) (6), (b) (7)(C) in pursuant to Article 7, 8 of the NMA and Article 49, 50, and 51 of the Supplemental. [redacted]

3. Name of Employer	4a. Tel. No. 404-828-7747	b. Cell No.
United Parcel Service Inc, (UPS)	c. Fax No. 404-828-6912	d. e-Mail

5. Location of plant involved *(street, city, state and ZIP code)*	6. Employer representative to contact
15 Oregon Avenue, Philidelphia, PA 19148	Joe Gill

7. Type of establishment *(factory, mine, wholesaler, etc.)*	8. Identify principal product or service	9. Number of workers employed
Integrated Transportation Network	United Parcel Service Inc, (UPS)	1000+

10. Full name of party filing charge	11a. Tel. No.	b. Cell No. (b) (6), (b) (7)(C)
(b) (7)(C), (b) (6)	c. Fax No.	d. e-Mail (b) (6), (b) (7)(C)

11. Address of party filing charge *(street, city, state and ZIP code.)*

(b) (6), (b) (7)(C)

12. DECLARATION

I declare that I have read the above charge and that the statements therein are true to the best of my knowledge and belief.

By *(signature of representative or person making charge)* Bennie Smith Jr *(Print/type name and title or office, if any)*

Address PO Box 364, Chester Heights, PA 19017 *(date)* 4/11/2022

Tel. No.	
Cell No.	570-972-7125
Fax No.	610-459-8035
e-Mail	benny161@aol.com

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

FORM NLRB-4701
(9-03)

NATIONAL LABOR RELATIONS BOARD

NOTICE OF APPEARANCE

(b) (6), (b) (7)(C)

and

United Parcel Service Inc, (UPS) and Local 623 Union, International Brotherhood of Teamsters (IBT)

CASE

☒ REGIONAL DIRECTOR

☐ EXECUTIVE SECRETARY
NATIONAL LABOR RELATIONS BOARD
Washington, DC 20570

☒ GENERAL COUNSEL
NATIONAL LABOR RELATIONS BOARD
Washington, DC 20570

THE UNDERSIGNED HEREBY ENTERS APPEARANCE AS REPRESENTATIVE OF _____
(b) (6), (b) (7)(C)

IN THE ABOVE-CAPTIONED MATTER.

CHECK THE APPROPRIATE BOX(ES) BELOW:

☐ REPRESENTATIVE IS AN ATTORNEY

☐ IF REPRESENTATIVE IS AN ATTORNEY, IN ORDER TO ENSURE THAT THE PARTY MAY RECEIVE COPIES OF CERTAIN DOCUMENTS OR CORRESPONDENCE FROM THE AGENCY IN ADDITION TO THOSE DESCRIBED BELOW, THIS BOX MUST BE CHECKED. IF THIS BOX IS NOT CHECKED, THE PARTY WILL RECEIVE ONLY COPIES OF CERTAIN DOCUMENTS SUCH AS CHARGES, PETITIONS AND FORMAL DOCUMENTS AS DESCRIBED IN SEC. 11842.3 OF THE CASEHANDLING MANUAL.

(REPRESENTATIVE INFORMATION)

NAME: Bennie Smith, Jr (Non-Attorney)

MAILING ADDRESS: P.O. Box 364, Chester Heights, PA 19017-0364

E-MAIL ADDRESS: Benny161@aol.com

OFFICE TELEPHONE NUMBER: _____

CELL PHONE NUMBER: 570-972-7125 *FAX:* 610-459-8035

SIGNATURE: _____
(Please sign in ink.)

DATE: _____

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UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 4
100 E Penn Square
Suite 403
Philadelphia, PA 19107

Agency Website: www.nlrb.gov
Telephone: (215)597-7601
Fax: (215)597-7658

Download
NLRB
Mobile App

April 13, 2022

(b) (6), (b) (7)(C)
Teamsters Local 623
4369 Richmond Street
Philadelphia, PA 19137

Re: Local 623 Union, International Brotherhood of Teamsters (IBT)
(United Parcel Service, Inc., (UPS)
Case 04-CB-293918

Dear (b) (6), (b) (7)(C)

Enclosed is a copy of a charge that has been filed in this case. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

Investigator: This charge is being investigated by Field Attorney Rosario Dispenza whose telephone number is (215)597-5358. If this Board agent is not available, you may contact Supervisory Attorney NOELLE M. REESE whose telephone number is (215)597-0729.

Right to Representation: You have the right to be represented by an attorney or other representative in any proceeding before us. If you choose to be represented, your representative must notify us in writing of this fact as soon as possible by completing Form NLRB-4701, Notice of Appearance. This form is available on our website, www.nlrb.gov, or from an NLRB office upon your request.

If you are contacted by someone about representing you in this case, please be assured that no organization or person seeking your business has any "inside knowledge" or favored relationship with the National Labor Relations Board. Their knowledge regarding this proceeding was only obtained through access to information that must be made available to any member of the public under the Freedom of Information Act.

Presentation of Your Evidence: We seek prompt resolutions of labor disputes. Therefore, I urge you or your representative to submit a complete written account of the facts and a statement of your position with respect to the allegations set forth in the charge as soon as possible. If the Board agent later asks for more evidence, I strongly urge you or your representative to cooperate fully by promptly presenting all evidence relevant to the investigation. In this way, the case can be fully investigated more quickly.

Full and complete cooperation includes providing witnesses to give sworn affidavits to a Board agent, and providing all relevant documentary evidence requested by the Board agent. Sending us your written account of the facts and a statement of your position is not enough to be considered full and complete cooperation. A refusal to fully cooperate during the investigation might cause a case to be litigated unnecessarily.

We will not honor requests to limit our use of position statements or evidence. Specifically, any material you submit may be introduced as evidence at a hearing before an administrative law judge regardless of claims of confidentiality. However, certain evidence produced at a hearing may be protected from public disclosure by demonstrated claims of confidentiality.

Further, the Freedom of Information Act may require that we disclose position statements or evidence in closed cases upon request, unless an exemption applies, such as those protecting confidential financial information or personal privacy interests.

Preservation of all Potential Evidence: Please be mindful of your obligation to preserve all relevant documents and electronically stored information (ESI) in this case, and to take all steps necessary to avoid the inadvertent loss of information in your possession, custody or control. Relevant information includes, but is not limited to, paper documents and all ESI (e.g. SMS text messages, electronic documents, emails, and any data created by proprietary software tools) related to the above-captioned case.

Prohibition on Recording Affidavit Interviews: It is the policy of the General Counsel to prohibit affiants from recording the interview conducted by Board agents when subscribing Agency affidavits. Such recordings may impede the Agency's ability to safeguard the confidentiality of the affidavit itself, protect the privacy of the affiant and potentially compromise the integrity of the Region's investigation.

Correspondence: All documents submitted to the Region regarding your case MUST be filed through the Agency's website, www.nlrb.gov. This includes all formal pleadings, briefs, as well as affidavits, documentary evidence, and position statements. The Agency requests all evidence submitted electronically to be in the form it is normally used and maintained in the course of business (i.e., native format). Where evidence submitted electronically is not in native format, it should be submitted in a manner that retains the essential functionality of the native format (i.e., in a machine-readable and searchable electronic format).

If you have questions about the submission of evidence or expect to deliver a large quantity of electronic records, please promptly contact the Board agent investigating the charge. If you cannot e-file your documents, you must provide a statement explaining why you do not have access to the means for filing electronically or why filing electronically would impose an undue burden.

In addition, this Region will be issuing case-related correspondence and documents, including complaints, compliance specifications, dismissal letters, deferral letters, and withdrawal letters, electronically to the email address you provide. Please ensure that you receive important case-related correspondence, please ensure that the Board Agent assigned to your case has your preferred email address. These steps will ensure that you receive correspondence faster and at a significantly lower cost to the taxpayer. If there is some reason you are unable to receive correspondence via email, please contact the agent assigned to your case to discuss the circumstances that prevent you from using email.

Information about the Agency, the procedures we follow in unfair labor practice cases and our customer service standards is available on our website, www.nlrb.gov or from an NLRB office upon your request. NLRB Form 4541 offers information that is helpful to parties involved in an investigation of an unfair labor practice charge.

We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,

Thomas Goonan
Regional Director

Enclosure: Copy of Charge

UNITED STATES OF AMERICA

BEFORE THE NATIONAL LABOR RELATIONS BOARD

LOCAL 623 UNION, INTERNATIONAL BROTHERHOOD OF TEAMSTERS (IBT) (UNITED PARCEL SERVICE, INC., (UPS) Charged Party and (b) (6), (b) (7)(C) Charging Party	**Case 04-CB-293918**

AFFIDAVIT OF SERVICE OF CHARGE AGAINST LABOR ORGANIZATION

I, the undersigned employee of the National Labor Relations Board, state under oath that on April 13, 2022, I served the above-entitled document(s) by post-paid regular mail upon the following persons, addressed to them at the following addresses:

(b) (6), (b) (7)(C)
Teamsters Local 623
4369 Richmond Street
Philadelphia, PA 19137

April 13, 2022	Lorraine Y. Murray Designated Agent of NLRB
Date	Name

/s/ Lorraine Y. Murray
Signature

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 4
100 E Penn Square
Suite 403
Philadelphia, PA 19107

Agency Website: www.nlrb.gov
Telephone: (215)597-7601
Fax: (215)597-7658

Download
NLRB
Mobile App

April 13, 2022

(b) (6), (b) (7)(C)

Re: Local 623 Union, International Brotherhood of Teamsters (IBT)
(United Parcel Service, Inc., (UPS)
Case 04-CB-293918

Dear (b) (6), (b) (7)(C)

The charge that you filed in this case on April 11, 2022 has been docketed as case number 04-CB-293918. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

Investigator: This charge is being investigated by Field Attorney Rosario Dispenza whose telephone number is (215)597-5358. If this Board agent is not available, you may contact Supervisory Attorney NOELLE M. REESE whose telephone number is (215)597-0729.

Right to Representation: You have the right to be represented by an attorney or other representative in any proceeding before us. If you choose to be represented, your representative must notify us in writing of this fact as soon as possible by completing *Form NLRB-4701, Notice of Appearance*. This form is available on our website, www.nlrb.gov, or from an NLRB office upon your request.

If you are contacted by someone about representing you in this case, please be assured that no organization or person seeking your business has any "inside knowledge" or favored relationship with the National Labor Relations Board. Their knowledge regarding this proceeding was only obtained through access to information that must be made available to any member of the public under the Freedom of Information Act.

Presentation of Your Evidence: As the party who filed the charge in this case, it is your responsibility to meet with the Board agent to provide a sworn affidavit, or provide other witnesses to provide sworn affidavits, and to provide relevant documents within your possession. Because we seek to resolve labor disputes promptly, you should be ready to promptly present your affidavit(s) and other evidence. If you have not yet scheduled a date and time for the Board agent to take your affidavit, please contact the Board agent to schedule the affidavit(s). If you

fail to cooperate in promptly presenting your evidence, your charge may be dismissed without investigation.

Preservation of all Potential Evidence: Please be mindful of your obligation to preserve all relevant documents and electronically stored information (ESI) in this case, and to take all steps necessary to avoid the inadvertent loss of information in your possession, custody or control. Relevant information includes, but is not limited to, paper documents and all ESI (e.g. SMS text messages, electronic documents, emails, and any data created by proprietary software tools) related to the above-captioned case.

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If you have questions about the submission of evidence or expect to deliver a large quantity of electronic records, please promptly contact the Board agent investigating the charge. If you cannot e-file your documents, you must provide a statement explaining why you do not have access to the means for filing electronically or why filing electronically would impose an undue burden.

In addition, this Region will be issuing case-related correspondence and documents, including complaints, compliance specifications, dismissal letters, deferral letters, and withdrawal letters, electronically to the email address you provide. Please ensure that you receive important case-related correspondence, please ensure that the Board Agent assigned to your case has your preferred email address. These steps will ensure that you receive correspondence faster and at a significantly lower cost to the taxpayer. If there is some reason you are unable to receive correspondence via email, please contact the agent assigned to your case to discuss the circumstances that prevent you from using email.

Information about the Agency, the procedures we follow in unfair labor practice cases and our customer service standards is available on our website, www.nlrb.gov or from an NLRB office upon your request. *NLRB Form 4541, Investigative Procedures* offers information that is helpful to parties involved in an investigation of an unfair labor practice charge.

We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,

Thomas Goonan
Regional Director

cc: Bennie Smith Jr.
P.O. Box 364
Chester Heights, PA 19017

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 4
100 E Penn Square
Suite 403
Philadelphia, PA 19107

Agency Website: www.nlrb.gov
Telephone: (215)597-7601
Fax: (215)597-7658

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April 13, 2022

Joe Gill
United Parcel Service Inc. (UPS)
15 Oregon Avenue
Philadelphia, PA 19148

Re: Local 623 Union, International Brotherhood of Teamsters (IBT)
(United Parcel Service, Inc., (UPS)
Case 04-CB-293918

Dear Mr. Gill:

Enclosed is a copy of a charge that has been filed in this case. Although this charge is not filed against you, it is necessary for us to obtain information from you to determine whether we have jurisdiction over this case. In the future we may also need to obtain evidence from you concerning the merits of the charge. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

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Presentation of Your Evidence: We seek prompt resolutions of labor disputes. Therefore, I urge you or your representative to submit the enclosed Commerce Questionnaire to enable us to determine whether the NLRB has jurisdiction over this dispute. If you recently

submitted this information in another case, or if you need assistance completing the form, please contact the Board agent.

If, during the investigation of this matter, the Board agent asks for evidence, I strongly urge you or your representative to promptly present all evidence relevant to the investigation. In this way, the case may be fully investigated more quickly.

We will not honor requests to limit our use of position statements or evidence. Specifically, any material you submit may be introduced as evidence at a hearing before an administrative law judge regardless of claims of confidentiality. However, certain evidence produced at a hearing may be protected from public disclosure by demonstrated claims of confidentiality.

Further, the Freedom of Information Act may require that we disclose position statements or evidence in closed cases upon request, unless an exemption applies, such as those protecting confidential financial information or personal privacy interests.

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We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,

Thomas Goonan
Regional Director

Enclosures
1. Copy of Charge
2. Commerce Questionnaire

FORM NLRB-5081
(3-11)

NATIONAL LABOR RELATIONS BOARD

QUESTIONNAIRE ON COMMERCE INFORMATION

Please read carefully, answer all applicable items, and return to the NLRB Office. If additional space is required, please add a page and identify item number.

CASE NAME	CASE NUMBER 04-CB-293918

1. EXACT LEGAL TITLE OF ENTITY (As filed with State and/or stated in legal documents forming entity)

2. TYPE OF ENTITY

[ ] CORPORATION [ ] LLC [ ] LLP [ ] PARTNERSHIP [ ] SOLE PROPRIETORSHIP [ ] OTHER (Specify)

3. IF A CORPORATION or LLC

A. STATE OF INCORPORATION OR FORMATION	B. NAME, ADDRESS, AND RELATIONSHIP (e.g. parent, subsidiary) OF ALL RELATED ENTITIES

4. IF AN LLC OR ANY TYPE OF PARTNERSHIP, FULL NAME AND ADDRESS OF ALL MEMBERS OR PARTNERS

5. IF A SOLE PROPRIETORSHIP, FULL NAME AND ADDRESS OF PROPRIETOR

6. BRIEFLY DESCRIBE THE NATURE OF YOUR OPERATIONS *(Products handled or manufactured, or nature of services performed).*

7A. PRINCIPAL LOCATION:	7B. BRANCH LOCATIONS:

8. NUMBER OF PEOPLE PRESENTLY EMPLOYED

A. TOTAL:	B. AT THE ADDRESS INVOLVED IN THIS MATTER:

9. DURING THE MOST RECENT *(Check the appropriate box):* [ ] **CALENDAR** [ ] **12 MONTHS** or [ ] **FISCAL YEAR** *(FY DATES _____)*

	YES	NO
A. Did you **provide services** valued in excess of $50,000 directly to customers outside your State? If no, indicate actual value. $_____		
B. If you answered no to 9A, did you **provide services** valued in excess of $50,000 to customers in your State who purchased goods valued in excess of $50,000 from directly outside your State? If no, indicate the value of any such services you provided. $_____		
C. If you answered no to 9A and 9B, did you **provide services** valued in excess of $50,000 to public utilities, transit systems, newspapers, health care institutions, broadcasting stations, commercial buildings, educational institutions, or retail concerns? If less than $50,000, indicate amount. $_____		
D. Did you **sell goods** valued in excess of $50,000 directly to customers located outside your State? If less than $50,000, indicate amount. $_____		
E. If you answered no to 9D, did you **sell goods** valued in excess of $50,000 directly to customers located inside your State who purchased other goods valued in excess of $50,000 from directly outside your State? If less than $50,000, indicate amount. $_____		
F. Did you **purchase and receive goods** valued in excess of $50,000 from directly outside your State? If less than $50,000, indicate amount. $_____		
G. Did you **purchase and receive goods** valued in excess of $50,000 from enterprises who received the goods directly from points outside your State? If less than $50,000, indicate amount. $_____		
H. **Gross Revenues** from all sales or performance of services ***(Check the largest amount)*** [ ] $100,000 [ ] $250,000 [ ] $500,000 [ ] $1,000,000 or more If less than $100,000, indicate amount.		
I. **Did you begin operations within the last 12 months?** If yes, specify date: _____		

10. ARE YOU A MEMBER OF AN ASSOCIATION OR OTHER EMPLOYER GROUP THAT ENGAGES IN COLLECTIVE BARGAINING?

[ ] YES [ ] NO *(If yes, name and address of association or group).*

11. REPRESENTATIVE BEST QUALIFIED TO GIVE FURTHER INFORMATION ABOUT YOUR OPERATIONS

NAME	TITLE	E-MAIL ADDRESS	TEL. NUMBER

12. AUTHORIZED REPRESENTATIVE COMPLETING THIS QUESTIONNAIRE

NAME AND TITLE *(Type or Print)*	SIGNATURE	E-MAIL ADDRESS	DATE

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing representation and/or unfair labor practice proceedings and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary. However, failure to supply the information may cause the NLRB to refuse to process any further a representation or unfair labor practice case, or may cause the NLRB to issue you a subpoena and seek enforcement of the subpoena in federal court.

FORM NLRB-4701
(9-03)

NATIONAL LABOR RELATIONS BOARD

NOTICE OF APPEARANCE

Individual

and

CASE 04-CB-293918

Local 623 Union, International Brotherhood of Teamsters (IBT) (United Parcel Service, Inc., (UPS)

☒ REGIONAL DIRECTOR

☐ EXECUTIVE SECRETARY
NATIONAL LABOR RELATIONS BOARD
Washington, DC 20570

☐ GENERAL COUNSEL
NATIONAL LABOR RELATIONS BOARD
Washington, DC 20570

THE UNDERSIGNED HEREBY ENTERS APPEARANCE AS REPRESENTATIVE OF Teamsters Local 623

IN THE ABOVE-CAPTIONED MATTER.

CHECK THE APPROPRIATE BOX(ES) BELOW:

☒ **REPRESENTATIVE IS AN ATTORNEY**

☒ **IF REPRESENTATIVE IS AN ATTORNEY, IN ORDER TO ENSURE THAT THE PARTY MAY RECEIVE COPIES OF CERTAIN DOCUMENTS OR CORRESPONDENCE FROM THE AGENCY IN ADDITION TO THOSE DESCRIBED BELOW, THIS BOX MUST BE CHECKED. IF THIS BOX IS NOT CHECKED, THE PARTY WILL RECEIVE ONLY COPIES OF CERTAIN DOCUMENTS SUCH AS CHARGES, PETITIONS AND FORMAL DOCUMENTS AS DESCRIBED IN SEC. 11842.3 OF THE CASEHANDLING MANUAL.**

(REPRESENTATIVE INFORMATION)

NAME: Joseph D Richardson

MAILING ADDRESS: 1845 Walnut Street, 24th Floor
Philadelphia PA

E-MAIL ADDRESS: jrichardson@wwdlaw.com

OFFICE TELEPHONE NUMBER: 2156563655

CELL PHONE NUMBER: _____ *FAX:* 2156563655

SIGNATURE: J.D. Richardson
(Please sign in ink.)

DATE: Tuesday, June 21, 2022 10:34 AM Eastern Standard Time

[1] IF CASE IS PENDING IN WASHINGTON AND NOTICE OF APPEARANCE IS SENT TO THE GENERAL COUNSEL OR THE EXECUTIVE SECRETARY, A COPY SHOULD BE SENT TO THE REGIONAL DIRECTOR OF THE REGION IN WHICH THE CASE WAS FILED SO THAT THOSE RECORDS WILL REFLECT THE APPEARANCE.

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
REGION 4
100 E Penn Square
Suite 403
Philadelphia, PA 19107

Agency Website: www.nlrb.gov
Telephone: (215)597-7601
Fax: (215)597-7658

August 25, 2022

Bennie Smith Jr.
P.O. Box 364
Chester Heights, PA 19017

Re: International Brotherhood of Teamsters
Local 623 (United Parcel Service, Inc.)
Cases 04-CB-293918 and 04-CB-297078

Dear Mr. Smith:

We have carefully investigated and considered your charges that Teamsters Local 623 has violated the National Labor Relations Act (the Act).

Decision to Dismiss: Based on that investigation, I have decided to dismiss your charges for the reasons discussed below. The charges allege that Teamsters Local 623 (the Union) violated Section 8(b)(1)(A) of the Act by failing to process grievances concerning (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) discharge and reassignment of (b) (6), routes in breach of its duty of fair representation.

The investigation disclosed that UPS (Employer) reassigned (b) (6), routes on (b) (6), (b) (7)(C) because (b) (6) had allegedly not shown up for work on (b) (6), (b) (7)(C) and thereafter was discharged on (b) (6), (b) (7)(C) for alleged job abandonment on (b) (6), (b) (7)(C) The Union processed (b) (6), discharge grievance by submitting it to the local panel in (b) (6), (b) (7)(C) and then presenting evidence and arguments in defense of (b) (6), grievance at a hearing on (b) (6), (b) (7)(C), 2021 before the Atlantic Area Parcel Grievance Committee (AAPGC). The AAPGC ultimately denied (b) (6), (b) (7)(C) grievance.

Although you fault the Union for failing to process (b) (6), reassignment grievance, the investigation disclosed that the reassignment issue was closely related and subsumed by the discharge grievance. You further contend that Union's handling of the discharge grievance was deficient because (b) (6), (b) (7)(C) did not prevail. However, a grievant has no right to dictate to the union what arguments are to be made or what testimony is to be sought, *Teamsters Local 542 (Golden Hill Convalescent Hospital)*, 223 NLRB 533 (1976), or to require that every possible option be exercised or that the grievant's case be advocated in a perfect manner. *Truck Drivers Local 35 (Monarch Institutional Foods)*, 229 NLRB 1319, 1321 (1977), enfd. 597 F.2d 388 (4th Cir. 1979). As there was no evidence that the Union's handling of (b) (6), grievances was based on invidious, discriminatory or bad faith considerations, I find that the Union did not breach its duty of fair representation in violation of Section 8(b)(1)(A) of the Act. *Vaca v. Sipes*, 386 U.S. 171, 190 (1967). Accordingly, I am refusing to issue Complaint in this matter.

Charging Party's Right to Appeal: The Charging Party may appeal my decision to the General Counsel of the National Labor Relations Board, through the Office of Appeals.

Means of Filing: You must file your appeal electronically or provide a written statement explaining why electronic submission is not possible or feasible. Written instructions for the NLRB's E-Filing system and the Terms and Conditions of the NLRB's E-Filing policy are available at www.nlrb.gov. See User Guide. A video demonstration which provides step-by-step instructions and frequently asked questions are also available at www.nlrb.gov. If you require additional assistance with E-Filing, please contact e-Filing@nlrb.gov.

You are encouraged to also submit a complete statement of the facts and reasons why you believe my decision was incorrect. If you cannot file electronically, please send the appeal and your written explanation of why you cannot file electronically to the **General Counsel** at the **National Labor Relations Board, Attn: Office of Appeals, 1015 Half Street SE, Washington, DC 20570-0001**. Unless filed electronically, a copy of the appeal should also be sent to me.

The appeal MAY NOT be filed by fax or email. The Office of Appeals will not process faxed or emailed appeals.

Appeal Due Date: The appeal is due on **September 8, 2022**. If the appeal is filed electronically, the transmission of the entire document through the Agency's website must be completed **no later than 11:59 p.m. Eastern Time** on the due date. If filing by mail or by delivery service an appeal will be found to be timely filed if it is postmarked or given to a delivery service no later than September 7, 2022. **If an appeal is postmarked or given to a delivery service on the due date, it will be rejected as untimely**. If hand delivered, an appeal must be received by the General Counsel in Washington D.C. by 5:00 p.m. Eastern Time on the appeal due date. If an appeal is not submitted in accordance with this paragraph, it will be rejected.

Extension of Time to File Appeal: The General Counsel may allow additional time to file the appeal if the Charging Party provides a good reason for doing so and the request for an extension of time is **received on or before September 8, 2022.** The request may be filed electronically through the ***E-File Documents*** link on our website www.nlrb.gov, by fax to (202)273-4283, by mail, or by delivery service. The General Counsel will not consider any request for an extension of time to file an appeal received after September 8, 2022, **even if it is postmarked or given to the delivery service before the due date**. Unless filed electronically, a copy of the extension of time should also be sent to me.

Confidentiality: We will not honor requests to limit our use of appeal statements or evidence. Upon a request under the Freedom of Information Act (FOIA) by a party during the processing of an appeal, the Agency's FOIA Branch discloses appeal statements, redacted for personal privacy, confidential source protection, or other applicable FOIA exemptions. In the event the appeal is sustained, any statement or material submitted may be introduced as evidence

at a hearing before an administrative law judge. However, certain evidence produced at a hearing may be protected from public disclosure by demonstrated claims of confidentiality.

Very truly yours,

Thomas Goonan
Regional Director

Enclosure

cc: (b) (6), (b) (7)(C)
Teamsters Local 623
4369 Richmond Street
Philadelphia, PA 19137

Joseph D. Richardson, Esquire
Willig, Williams & Davidson
1845 Walnut Street, 24th Floor
Philadelphia, PA 19103

(b) (6), (b) (7)(C)

Joe Gill
United Parcel Service Inc. (UPS)
15 Oregon Avenue
Philadelphia, PA 19148

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

APPEAL FORM

To: General Counsel
Attn: Office of Appeals
National Labor Relations Board
1015 Half Street SE
Washington, DC 20570-0001

Date:

Please be advised that an appeal is hereby taken to the General Counsel of the National Labor Relations Board from the action of the Regional Director in refusing to issue a complaint on the charge in

Teamsters Local 623 (UPS)

Case Name(s).

04-CA-293918 and 04-CA-297078

Case No(s). *(If more than one case number, include all case numbers in which appeal is taken.)*

(Signature)

E-FILING TO APPEALS

1. **Extension of Time**: This document is used when the Charging Party is asking for more time to efile an Appeal.

    - If an Extension of Time is e-filed, and there are additional documents to be e-filed simultaneously with it, please e-file those documents under the selection **Correspondence**.
    - After an Extension of Time has already been e-filed, any **additional** materials to add to the Extension of Time should be e-filed under **Correspondence**.

2. **File an Appeal**: If the Charging Party does not agree with the Region's decision on the case, an Appeal can be e-filed.

    - Only **one** (**1**) **Appeal** can be e-filed to each determination in the Region's decision letter that is received.
    - After an Appeal has been e-filed, any **additional** materials to add to the Appeal should be e-filed under **Correspondence**.

3. **Notice of Appearance**: Either party can e-file a Notice of Appearance if there is a new counsel representing one side or a different counsel.

    - This document is only e-filed with the Office of Appeals after a decision has been made by the Region.
    - This document can be e-filed **before** an Appeal is e-filed.

4. **Correspondence**: Parties will **select** Correspondence when adding documents or supplementing the Appeal or Extension of Time.

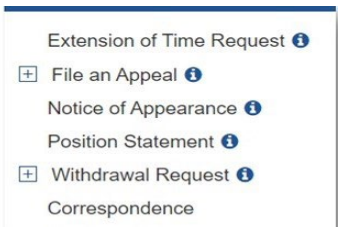
    - Correspondence is used to e-file documents **after** an **Extension of Time, Appeal** or **Notice of Appearance** has been e-filed.

5. **Position Statement**: The Charging Party or Charged Party may e-file a Position Statement.

    - The Charging Party will e-file this document as a supplement of the Appeal.
    - The Charged Party will specifically file one to support the Region's decision.
    - This document should be e-filed **after** an **Extension of Time, Appeal** or **Notice of Appearance** has been e-filed.

6. **Withdrawal Request**: If the Charging Party decides to no longer pursue their appeal, he/she can e-file a Withdrawal Request to the Office of Appeals.

    - This document should be e-Filed **after** an **Extension of Time, Appeal** or **Notice of Appearance** has been e-filed.



7. The selections of **Evidence** or **Other** should no longer be used.

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
OFFICE OF THE GENERAL COUNSEL
Washington, DC 20570

September 12, 2022

BENNIE SMITH JR.
PO BOX 364
CHESTER HEIGHTS, PA 19017

Re: Local 623 Union, International Brotherhood of Teamsters (IBT) (United Parcel Service, Inc., (UPS)
Case 04-CB-293918

Dear Mr. Smith:

We have received your request for an extension of time to file an appeal. We are granting you an extension only to **September 22, 2022.**

File your Appeal Electronically by **September 22, 2022.** You must file your appeal electronically via the Agency's website www.nlrb.gov and are encouraged to submit a complete statement of the facts and reasons why you believe the Region's decision was incorrect. Remember to allow enough time to complete the electronic filing process by **11:59 pm Eastern Time on September 22, 2022.** Otherwise, your appeal will be late. Instructions on how to file electronically through our e-filing system is on the website.

If Unable to File Electronically, send via Mail by **September 21, 2022.** If you are unable to file electronically, you must include a written explanation as to why filing electronically was not possible or feasible along with your appeal. These items must be sent through the U.S. mail or by a delivery service **no later than September 21, 2022** and addressed to the General Counsel, NLRB, Office of Appeals, 1015 Half Street SE, Washington, DC 20570-0001. A copy of the appeal should also be sent to the Regional Director. Please note that the date to send your appeal by mail or delivery service is at least one day prior to the appeal due date. This ensures your appeal is timely no matter what date it is received in this office.

Finally, please be advised that we do not accept appeals through fax or e-mail.

Sincerely,

Jennifer A. Abruzzo
General Counsel

By: _____
Mark E. Arbesfeld, Director
Office of Appeals

cc: THOMAS GOONAN
REGIONAL DIRECTOR
NATIONAL LABOR RELATIONS
BOARD
100 E PENN SQ STE 403
PHILADELPHIA, PA 19107

JOSEPH D. RICHARDSON, ESQ.
WILLIG, WILLIAMS & DAVIDSON
1845 WALNUT ST 24TH FL
PHILADELPHIA, PA 19103

JOE GILL
UNITED PARCEL SERVICE
INC. (UPS)
15 OREGON AVE
PHILADELPHIA, PA 19148

vrm

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
OFFICE OF THE GENERAL COUNSEL
Washington, DC 20570

September 21, 2022

BENNIE SMITH JR.
PO BOX 364
CHESTER HEIGHTS, PA 19017

Re: Local 623 Union, International Brotherhood of Teamsters (IBT) (United Parcel Service, Inc., (UPS)
Case 04-CB-293918

Dear Mr. Smith:

We have received your request for an extension of time to file an appeal. We are granting you an extension [only] to **September 26, 2022.**

File your Appeal Electronically by **September 26, 2022.** You must file your appeal electronically via the Agency's website www.nlrb.gov and are encouraged to submit a complete statement of the facts and reasons why you believe the Region's decision was incorrect. Remember to allow enough time to complete the electronic filing process by **11:59 pm Eastern Time on September 26, 2022.** Otherwise, your appeal will be late. Instructions on how to file electronically through our e-filing system is on the website.

If Unable to File Electronically, send via Mail by **September 25, 2022.** If you are unable to file electronically, you must include a written explanation as to why filing electronically was not possible or feasible along with your appeal. These items must be sent through the U.S. mail or by a delivery service **no later than September 25, 2022** and addressed to the General Counsel, NLRB, Office of Appeals, 1015 Half Street SE, Washington, DC 20570-0001. A copy of the appeal should also be sent to the Regional Director. Please note that the date to send your appeal by mail or delivery service is at least one day prior to the appeal due date. This ensures your appeal is timely no matter what date it is received in this office.

Finally, please be advised that we do not accept appeals through fax or e-mail.

Sincerely,

Jennifer A. Abruzzo
General Counsel

By: _____
Mark E. Arbesfeld, Director
Office of Appeals

cc: THOMAS GOONAN
REGIONAL DIRECTOR
NATIONAL LABOR RELATIONS
BOARD
100 E PENN SQ STE 403
PHILADELPHIA, PA 19107

JOSEPH D. RICHARDSON, ESQ.
WILLIG, WILLIAMS & DAVIDSON
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JOE GILL
UNITED PARCEL SERVICE INC.
(UPS)
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PHILADELPHIA, PA 19148

vrm