

**IN THE UNITED STATES DISTRICT COURT FOR  
THE DISTRICT OF COLUMBIA**

DANIEL S. O'SHEA,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	
	)	
LOCAL UNION NO. 639	)	Case No. 1:04-cv-00207-RBW
INTERNATIONAL	)	
BROTHERHOOD OF TEAMSTERS,	)	
and	)	
UNITED PARCEL SERVICE, INC.	)	
	)	
Defendants.	)	

**AFFIDAVIT OF PLAINTIFF DANIEL S. O'SHEA IN OPPOSITION TO  
DEFENDANTS' MOTION TO TRANSFER**

I, Daniel S. O'Shea, do hereby depose, affirm and state as follows:

1. I am over 21 years of age and am competent to testify in the matters stated in this affidavit.
2. United Parcel Service ("UPS") hired me on January 20, 1979 to work as a part-time employee in its metropolitan Washington, DC District. ("DC District").
3. The DC District encompasses Washington, D.C., Northern Virginia, and the Maryland suburbs. (Exhibit A.)
4. After I began working for UPS, I joined the International Brotherhood of Teamsters, Local Union 639 ("Union"). The Union's offices are located in Washington, D.C. UPS and the Union are parties to a collective bargaining agreement ("CBA"). I paid dues to the Union for more than twenty years.
5. In 1988, UPS promoted me to "qualified feeder driver." As a qualified feeder driver, I drove a tractor trailer throughout the D.C. District.

6. Later in 1988, I suffered an on-the-job injury and filed a claim for workers' compensation benefits. After I filed this claim, UPS denied me several rights available to me under the CBA, including the right to bid on certain light duty jobs. I filed several grievances and asked the Union for assistance. The Union officers at that time – specifically Phil Feaster, John Steger and John Catlett (collectively referred to herein as “CMS slate”) – refused to process my grievances. In failing to process my grievances, I was denied the ability to work and provide for my family. The Union and its officers operated out of its headquarters in Washington, DC.
7. On October 17, 1989, I filed suit in the U.S. District Court for the District of Columbia alleging that the Union failed to represent me and that UPS breached the collective bargaining agreement. (Case #: 1:89-cv-02864-JJG, United States District Court for the District of Columbia).
8. My case was pending in this Court for five years. See docket report, attached as Exhibit B. During the time my claim was pending, UPS engaged in a lengthy pattern of harassment and retaliation directed at me. I responded by filing several grievances and amending my complaint. The Union led by the CMS slate, however, refused to offer me any assistance allowing UPS free reign to pursue their harassment and retaliation.
9. On November 8, 1994, Judge Harold Green presided over a jury trial in my case. On the sixth day of the trial, the parties reached a settlement.
10. It is no secret that I was unhappy with the leadership provided by the CMS slate during nearly my entire career with UPS. In every election between 1990 and 2003, I actively campaigned against the CMS slate. I campaigned (mostly by passing out literature)

throughout the D.C. District.

11. The passage of time did not ease the animosity that the CMS exhibited toward me. Many of my co-workers throughout the D.C. District witnessed this animosity. Even after we resolved my lawsuit, the CMS slate continued to refuse to process several grievances I filed.
12. In the most recent Union election, a group of union members known as the “Members United” slate successfully challenged the incumbent CMS slate. The Members United slate printed and distributed to the membership 3,000 copies of my website(<http://mysite.verizon.net/dsoshea>) as campaign literature. The website describes how the Union – as run by her CMS slate – failed to represent me. The Members United Slate distributed this literature throughout the D.C. District.
13. The District of Columbia is the geographic center point to many of the witnesses that may be called to testify in this case. As stated, the Union maintains its office in Washington, D.C. The Union’s activities both past and present will be scrutinized in this lawsuit.
14. In January 2002, I sustained an on-the-job injury. After the injury, UPS began to engage in a pattern of harassment and retaliation very similar to what occurred during my prior lawsuit. Each time, in 1988 and 2002, after the harassment and retaliation began, I believed my job was in jeopardy. This was because UPS's activity involved policies applied to me that were discriminatory, changed without notice and/or were non-existent.
15. Between January of 2002 and May 13, 2003 (the date of my termination), I filed twenty-four grievances and letters with UPS and the Union. With respect to the Union, I sent many of these letters and grievances by certified mail to its offices in the District of Columbia. I frequently asked the Union to investigate my claims. The Union, however, never

investigated my claims.

16. In March 2003, I filed a grievance summing up UPS's continued retaliation and harassment. The Union never processed this grievance.
17. On May 13, 2003, I filed three more grievances concerning ongoing harassment and retaliation. Within hours of filing these grievances, UPS terminated my employment. The Union never processed these grievances.
18. UPS, through its District Labor Relations Manager, Mark Aaron, now asserts that it terminated me for, among other things, failing to notify management that I could not deliver my assigned packages on May 12, 2003. This is not true. I did properly notify UPS by using the company's electronic communication system.
19. Significantly, I sent a letter to the Union's headquarters in Washington, DC, asking it to obtain a record of the electronic communication I sent to UPS management on May 12, 2003. As far as I know, the Union failed to take any action to obtain a record of the electronic communication I sent to management on that day.
20. Mr. Aaron also alleged that UPS terminated my employment because I "secreted a tape recorder and recorded . . . conversation without the prior knowledge or consent of . . . particular management employees." This is also false. I did notify UPS that I carried and used a tape recorder. I did this to keep a record of the company's harassing actions.
21. Before UPS terminated me I sent letters to the company and the Union (in Washington, DC), notifying them that I was using a tape recording. Further, I have used a tape recorder at work for fifteen years. UPS employees and supervisors throughout the D.C. District knew that I carried a tape recorder and often joked about the matter. The company never told me

that it had a policy against tape recording or that I was violating company policy by carrying a tape recorder.

22. After my termination, I sent several letters to the Union's headquarters in Washington, DC, asking it to investigate and acquire the UPS policy on using a tape recorder. The Union never initiated an investigation. I also sent several letters to the Union's headquarters in Washington, DC, asking it to get in touch with several key witnesses who knew I had carried a tape recorder for fifteen years with UPS's knowledge. The Union, however, refused to call these witnesses on my behalf.

In accordance with U.S.C., Section 1746, I solemnly affirm under the penalties of perjury and upon personal knowledge that the contents of the foregoing paper are true and correct.

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Daniel S. O'Shea

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Date