

**UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF NEW YORK**

\_\_\_\_\_  
PAUL MURPHY, as Regional Director of  
Region Three of the National Labor Relations Board,

and

LOCAL NO. 503 of the GRAPHIC COMMUNICATIONS  
CONFERENCE OF THE INTERNATIONAL  
BROTHERHOOD OF TEAMSTERS,

Plaintiffs,

- against -

CASCADES CONTAINERBOARD PACKAGING -  
Lancaster, a division of Cascades New York, Inc.,

Defendant.  
\_\_\_\_\_

Civil Action No.  
1:18-cv-00375 (LJV)  
7:17-cv-06605 (LJV)

STATE OF NEW YORK )  
COUNTY OF MONROE ) ss:

**MICHAEL STAFFORD**, being duly sworn, deposes and says:

1. I am President of Local No. 503 of the Graphic Communications Conference of the International Brotherhood of Teamsters ["Union"]. I am fully familiar with the facts and circumstances of these combined cases.

2. I submit this reply affidavit in support of the Union's motion for the District Court to confirm an arbitration award. With this motion, the Union further requests that the District Court amend the July 31, 2018 Decision and Order ["Order"] to compel Defendant Cascades Containerboard Packaging – Lancaster, a Division of Cascade New York, Inc. ["Company"] to resume the full collective bargaining relationship with the Union.

3. As described in my previous affidavit, the Company's is not complying with the Order, and even the Company's attempts at compliance with the Order are impractical. As a result, unless the District Court expands the Order as requested by the Union, the Union cannot fulfill its obligations to the bargaining unit members, including the Union's duty of fair representation.

4. On or about February 24 and 25, 2019, the Company's Lancaster facility experienced a power outage that affected the ability of the employees to perform their jobs.

5. I was away from the office during this time period, so the Union's Secretary-Treasurer Thomas Trapp handled telephone calls about the incident.

6. Because the employees maintained that the Company did not properly pay them for this time period, the Union filed a grievance to enforce the 2016 collective bargaining agreement. A true and correct copy of the grievance form as well as the cover letter to Secretary-Treasurer Thomas Trapp are attached hereto as Exhibit "A."

7. The Union has not received a written response to this grievance from the Company.

8. On March 21, 2019, I spoke with Cascades' Human Resources Manager Micelle Roscowitz about this grievance via telephone.

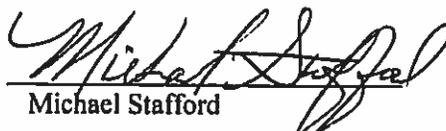
9. During this telephone conversation, Ms. Roscowitz told me that the Company will not deal with the Union concerning this grievance because the Company will not deal with the Union until step 3 of the grievance process. Ms. Roscowitz also told me that the Company does not recognize me as a Union representative for purposes of this process.

10. I cannot represent the Company's employees in the bargaining unit if the Company will not deal with me to resolve grievances at all steps of the contractual process.

11. As far as I know, Cascades has still not paid the employees the proper amounts of money that the employees maintain Cascades owes them for February 24 and 25, 2019.

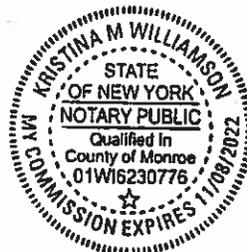
12. Unless the Court modifies its injunction, the Union will be damaged in ways and amounts which cannot be accurately measured in terms of money, either as to extent or amount. In particular, the purpose of the collective bargaining agreement will be nullified if the Court does not compel the Company to resume the full collective bargaining relations with the Union.

**WHEREFORE**, deponent requests that the District Court modify the injunction to confirm the arbitration award and to order the Company to resume full collective bargaining relations with the Union, including, but not limited to, (i) responding fully and completely to the Union's requests for information, (ii) meeting without restrictions at the facility with President Stafford to address labor relations issues, and (iii) delivering immediately to the Union any and all Union dues monies that should have been withheld pursuant to the collective bargaining agreement, together with such other relief that the Court deems just and proper.

  
Michael Stafford

Sworn to before me this  
29<sup>th</sup> day of ~~April~~  
March 2019.

  
Notary Public



**EXHIBIT "A"**



**GRAPHIC COMMUNICATIONS CONFERENCE/IBT LOCAL 503-M**  
**1393 SOUTH AVENUE, ROCHESTER, N.Y. 14620**  
Phone (585) 424-1390 Fax (585) 424-3677

March 8, 2019

Michelle L. Rosowicz  
Cascades Containerboard Pkg.  
P.O. Box 7575  
Lancaster, NY 14086

Dear Michelle:

President Stafford is out of town. He wanted me to send along this Grievance.

Please contact the Union Office to schedule a time to meet regarding this Grievance.

Sincerely,

Thomas Trapp  
Secretary-Treasurer  
GCC/IBT Local 503-M

TT/jk

Cc: Joe Nemerowicz



GRIEVANCE FORM / GCC/IBT LOCAL 503M

Date 3/7/19  
Employee many Classification many  
Department many Seniority Date \_\_\_\_\_  
Employer Cascades Shifts 3 Grievance Number \_\_\_\_\_

Nature of Grievance

Employees weren't paid properly  
on 2/24/19 or 2/25/19

Settlement Desired

make employee's whole

Grievant Signature \_\_\_\_\_  
Union Rep Signature Thomas A. [Signature]

Company Action

Company Rep Signature \_\_\_\_\_ Date \_\_\_\_\_