

No. 17-7249

In the
Supreme Court of the United States

Mauricio Baez Romero,
Petitioner

vs.

DHL Express, Inc., Local Union 295 I.B.T.
Respondents.

ON PETITION FOR A WRIT OF CERTIORARI
TO THE UNITED STATES COURT OF APPEALS
FOR THE SECOND CIRCUIT

PETITION FOR REHEARING

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Mauricio Baez Romero (“Romero”) pro se filed a petition for a writ of certiorari No. 17-7249 with this Court. It was denied on March 5, 2018. Subsumed in Romero’s first question out of the two (2) he brought to this Court, exist a substantial issue of great importance for our nation’s federal labor law uniform application in accordance with this Court’s view. Romero’s Petition for Certiorari did not bring this substantial ground forward:

Whether a labor union can properly, while representing an employee in arbitration proceeding respecting the employer’s employment termination of the employee, agree to waive the employee’s relevant meritorious underlying grievance[s]; without the employee’s consent, from resolution in an arbitration forum as it had been bargained for, because the employee can seek redress against the employer on the grievance’s underlying issue in a judicial forum.

In *14 Penn Plaza LLC v. Pyett*, 556 U.S. 247, 269 (2009), the Court dealt with the issue of whether the employer could compel arbitration on a grievance which underlying issue was protected by federal statute and the union employees has sought to bypass the arbitration forum as the first forum to resolve their grievance’s issue. The court ruled that when the collective bargaining agreement (“CBA”) explicitly state that the alleged discriminatory claim protected under a

statute is to be resolved through arbitration, a party to the CBA can enforce such grievance to be resolved through arbitration proceedings before the defending party is brought to a judicial forum on the matter. *See Id.* at 274.

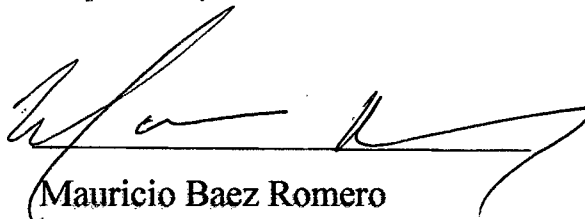
In *14 Penn Plaza*, the dissent noted that the majority ruling “may have little effect, for it explicitly reserves the question whether a CBA’s waiver of a judicial forum is enforceable when the union controls access to and presentation of employee’s claims in arbitration, which is usually the case.” (Internal marks and citations omitted), *Id.* at 285. In Romero’s case, the labor union has the above authority.

Under similar theory, Romero argued at the federal district court that the union failed to its duty of representing Romero without arbitrariness because of its decision to bifurcate Romero’s meritorious grievances against the employer, without previously discussing it with Romero, by waiving of one of Romero’s grievance underlying claim protected by state statute against the employer. And intricately required for resolution of Romero’s other grievance against the employer in the underlying arbitration hearing. The district court confirmed the arbitration award stating “that simply is not relevant to whether Local 295 fairly represented him in contesting his termination.” *See* Romero’s petition for certiorari, (District court’s confirmation of arbitration award, Appendix, A9 fn.

CONCLUSION

The Court should grant Romero's petition for rehearing.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Mauricio Baez Romero', written over a horizontal line.

Dated: March 30, 2018

CERTIFICATE OF GOOD FAITH

Petitioner Mauricio Baez Romero certifies that this petition for rehearing is in accordance with this Court's requirement described in Rule 44 paragraph 2. In that other substantial grounds not previously presented exist; that it is presented in good faith and not for delay.



Mauricio Baez Romero