

Richard Schappert
4250 Bear Creek Boulevard
Bear Creek Township, PA 18702

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
Harrisburg, Pennsylvania 17120

Horrigan, Kluger & Quinn
H. Chris Chang
Law Offices
600 Third Ave
Kingston, Pennsylvania 18704

RECEIVED

JUN 16 2015

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

June 11, 2014

RE: Richard Schappert vs. City Delivery Service, Inc.

PUC Docket C-2015-2478408

Sent to PUC and Horrigan, Kluger & Quinn via certified mail return receipt.

RESPONSE TO OBJECTIONS

The Public Utility Commission has jurisdiction over this case because it pertains to payroll issues as well as Safety and Insurance issues. Both I and other employees have reported City Delivery to both the Public Utility Commission and Department of Transportation. My DOT letter was anonymous and sent April 9, 2015 and that letter reports many safety issues that I want investigated in the interest of public safety.

I was terminated several days after City Delivery Service learned that I filed a complaint with the Public Utility Commission. I believe that it was in retaliation, as I had a good work history, I had never been written up for anything, and what I was fired for is a policy that I have never seen and that is not enforced with other employees.

I possess copies of the handbills that City Delivery refused to pay. I also possess photographs of my truck, of damaged trailers that they have drivers using, photos of the trailers that may not be insured, and copies of text messages regarding illegal moves, and more. I ask for the opportunity to present these things in court myself and to have your agency or another agency fully investigate this in a

professional manner rather than have it all swept under a rug because they hired a law firm and I'm just a indigent truck driver.

REGARDING MY TERMINATION:

- 1) According to the motion from Horrigan, Kluger & Quinn my formal complaint with the PUC on April 24, 2015. I received the following text from my supervisor, Ron Woznock, on April 27, 2015: 'Do you have the truck home', my response 'Yes. Had to bring it home to clean it and do a few small repairs of some loose bolts on the fairings' then Mr Woznock replied 'It is against company policy to take it home. Please make sure it is returned as soon as possible. Thanks'
- 2) This 'company policy' was never enforced and is currently not enforced with at least 3 other drivers who continue to take the company trucks home with CDS's knowledge. I never saw any policy about this, I never received any handbook, I never was told I would be terminated and I had an overall great job history with this company. CDS had full knowledge that I was taking the truck home daily from March 2014 until April 2015 and this only became an issue after they received information that I send a complaint to the Public Utility Commission.
- 3) I had never been reprimanded for anything prior to filing my formal complaint with the PUC. I also had the most well maintained and cleanest truck in the fleet. If you review my work history you will see that I worked very hard, got along with other employees, got along with customers, and was trusted to do driver road testing for new company drivers. I also had direct correspondence with some customers because they trusted me to get their products moved in a timely and professional manner. I used my own time and resources at home to continually make small repairs on my truck and wash it using my own soap, water, and labor. I used my own electricity to plug my truck in overnight on cold nights. CDS had full knowledge that I was taking the truck home and there was never any incident or expense to CDS over the truck going home with me nightly. Furthermore CDS parking lot had been vandalized and I was worried that my truck would be damaged and I would not be able to work. I felt the truck was safer where I could watch it.
- 4) On April 3, 2015 I sent an email to Carol Keup with CDS asking her to pay my handbills. Right after that Ron Woznock (my supervisor) confronted me in the parking lot and physically grabbed me. I immediate told him to never put his hands on me again. Ron was angry and confrontational because I emailed Carol directly asking to get paid for over 20 handbills that I was never paid for. Ron told to me to never email Carol again and that my handbills would be reviewed. Prior to that day I asked Ron many times to get paid and his continual response was that he would 'look into it' but he refused pay me.
- 5) According to the PA Department of Labor CDS reported that I also refused to go to a company meeting on April 30. After working over 9.5 hours I was told that I needed to come to the office to speak to Ron Woznock, this was not a scheduled employee meeting. I was only told via text that day 'We'd like to meet with you about some things'. I was aware that CDS likely received notice from the Public Utility Commission and I was concerned about this meeting due to Ron Woznock recently physically grabbed me see #4 above). Because of this I asked what the meeting was about and requested that he speaks to me over the phone. CDS refused to tell me

what the meeting was about and told me to turn my truck in to the lease company Penskee. I found out later that day that I was terminated through Team Employer Solutions and that I was fired due to taking the truck home. I was later denied unemployment compensation due to CDS reporting to the Pa Department of Labor that I was 'insubordinate', I am currently appealing that decision as I feel it was an act of retaliation.

- 6) On April 29 and April 30 I was asked to perform what I believe is an illegal activity that is unsafe to me and the public, I refused both times. I was asked to move a reach lift inside a trailer, according to the Department of Transportation they are suppose to be transported strapped to a flatbed.

MY COMPLAINT (with more detail than previous filing):

I filed my complaint with the Public Utility Commission (PUC) because I feel that City Delivery Service (CDS) is not paying their drivers properly and they are, at times, a risk to the public's safety and the safety of their drivers. Below I will give some detail to many things I have seen over the year I worked there.

- 1) **PAY** - Drivers are paid on a percentage of a rate agreement. I worked at CDS over a year and was only allowed to see one rate agreement. Drivers are told that rate agreements are not available for drivers to review. I set up some loads for CDS and had knowledge of the rate; I later found out that CDS told driver the rates were considerably lower. The rate was approximately \$825 and CDS told the driver it was only approximately \$675. As I said above they refuse to allow drivers to see the rate agreements, if they are paying properly per the percentage agreement there would be no reason to not allow drivers to review the agreements in their office. **I feel that this warrants a full investigation by the state and that drivers should be financially compensated if they have been cheated.**
- 2) **PAY** - I have over 20 unpaid handbills. Other companies that I have worked for pay to unload trucks, pay for road testing new drivers, and pay for detention (when you are waiting to be loaded or pick up a load). Sometimes detention can take over 5 hours. CDS regularly refuses to pay for these things while I worked there. CDS also refused to pay for many trailer moves and consistently changed what they said the 'policy' was for paying handbills in a way that benefited the company financially. Approximately 2x a month I would have to call them and ask to get paid properly, they either would not pay me for certain moves or not pay me correctly, this was always done in a way that financially benefits CDS and hurts the drivers. Every single driver there has told me they don't get paid right and several have complained to the PUC anonymously.
- 3) **PAY** - 2-3 times I did not have my pay direct deposited as it was suppose to be.
- 4) **PAY** - I have asked CDS to give me my settlement for my last 2 weeks of employment 3 times and they refuse. The settlement is the only way for me to see if they paid me for the loads I did those weeks.
- 5) **INSURANCE ISSUE** - CDS was using SWIFT company trailers to move their products. As I understood it CDS is not insured to use Swifts trailers unless are loaded with Sears Logistics loads and back hauls after a Sears load (this was told to employees in a safety meeting in 2014).

City Delivery uses these trailers without permission. I complained many times about this and they ignored me and required me to use those trailers. If I refused to pick up that load they wouldn't give me other work. I complained about this many times and finally reported it to Swift approx. February 2015.

- 6) **OTHER** – I never reviewed any company handbook or ANY policy information in writing, never saw anything, and never signed anything. The week I was getting fired other drivers informed me that there was a new company handbook and that if you did not agree to the policies that you would be terminated. This book was never presented to me but as I was told by other drivers there was a policy that the drivers were going to be held responsible for any damage to the truck and that CDS would withhold amounts from the employees pay to cover the expense of any damage to their trucks. I don't know if that is legal.
- 7) **SAFETY** - City Delivery Service (also Valley Distribution and Storage) has a history of moving their own forklifts in van trailers unsecured, a risk to the public and a DOT violation. They have flatbeds and the ability to move equipment safely and legally but choose not to. As stated in #6 above I was asked to move a reach lift inside a trailer which the Department of Transportation does not allow. I have been told to do things like this many times, including also moving forklifts inside trailers. Every time I would argue that it is illegal and unsafe however many times I complied even though I knew it was illegal because if I did not I would be punished. CDS withholds work if drivers don't comply. When I refused to do it they would find another driver.
- 8) **SAFETY** - To my knowledge there are suppose to be quarterly safety meeting, There have only been 2 meetings to my knowledge in over a year of my being employed there.
- 9) **SAFETY** - On many occasions I would place trailers out of service due to being broken, frequently I would go to move a trailer and discover it was one I previously tagged and dropped in the repair yard that was removed from the yard without ever being fixed. Some of the repairs ignored included; trailers with missing and/or not working lights including at times brake lights, rusted icc bumpers, faulty brakes, and broken landing gear (this could in my opinion cause the trailer to fall over and potentially hurt the driver or a customer inside loading especially if on a forklift). I myself was told to use a 'shuttle trailer' that has bowed sidewalls to the point where it can no longer be inspected. They are using trailers without federal annual inspections. When dropping my truck off for regular service the techs have thanked me and said that other drivers do not get regular maintenance on the trucks, and the company also has no policy in place for snow removal on trailers. Dispatchers tell drivers to 'find a trailer' with full knowledge that if they can't find one they can't work, CDS has full knowledge that the drivers frequently get the trailer from the lot with broken trailers and have allowed this to continue for years.
- 10) **SAFETY** - Several drivers do not turn in their logs, don't do logs at all, or don't do them right. To my knowledge all drivers are required to keep accurate logs by the DOT.
- 11) **SAFETY** – I was asked to road test a driver in January 2015. This driver did not pass and I felt it was unsafe to put him behind the wheel of a large fully loaded truck. I reported this to Ron Woznock (my supervisor) and he ignored me and hired the driver anyway. Nicholina (in the office) told me that Ron wanted a 'second opinion' however the driver started the next business day. To my knowledge Ron Woznock made the decision to hire this driver ignoring my professional opinion however Mr Woznock to my knowledge does not possess a commercial driver's license and knows nothing about the safe operation of a large commercial vehicle. I saw this as a total and complete lack of regard for the safety of the public. This driver damaged the truck multiple times and was from what I was told eventually terminated; it would not surprise

me to learn of accidents on the road with this driver. CDS is the only company I have ever even heard of that hires CDL drivers with a DUI history. These drivers have no other real employment options using their CDLs and in my strong opinion based on everything I have seen for over a year City Delivery capitalizes on these drivers having nowhere else to go by forcing them to get paid less, not get paid at all for some things, and do things against DOT regulations because they need the work.

I am not an attorney and am representing myself in the interest of public safety and fairness to the current and past drivers with this company who I believe are being mistreated in a way that is unethical and may in fact be illegal. Their needs to be some sort of audit of CDS's accounting payroll, log books, as well as safety records of the trailers, safety meetings, drivers, etc. I fear that if the Public Utility Commission or the Department of Transportation does not step in someone will be seriously injured or killed.

Sincerely,

A handwritten signature in black ink, appearing to read 'Richard Schappert', with a large, stylized flourish at the end.

Richard Schappert

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU



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Rosemary Chiavetta, Secretary
Public Utility Commission
Commonwealth Keystone Bldg
400 North Street
Harrisburg, PA 17120



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