

except "where the Union breached its duty of fair representation," Provo v. Jersey Cent. Power & Light Co., No. 10-2374, 2010 WL 4225920, at *2 (D.N.J. Oct. 20, 2010); see also Vaca v. Sipes, 386 U.S. 171, 186 (1967); Adams v. Crompton & Knowles Corp., 587 F.Supp. 561, 562 (D.N.J. 1982); and

IT FURTHER APPEARING that (1) the CBA between UPS and the Union provides that the multi-step grievance procedure set forth therein "may be invoked only by authorized Union representatives" (dkt. entry no. 5, Lario Cert., Ex. 2, CBA Art. 44 § 2 (emphasis added)); (2) Plaintiff was not a party to the arbitration (Lario Cert., Ex. 4, Arb. Op. and Award; Compl. at ¶ 26); and (3) Plaintiff has made no allegation that the union breached its duty of fair representation (see generally Compl.); and

THE COURT therefore concluding that Plaintiff lacks standing to challenge the arbitration award; and the Court intending to grant the motion and deny the cross motion; and the Court deciding the motion and cross motion on the papers, see Fed.R.Civ.P. 78(b); and for good cause appearing, the Court will issue an appropriate order and judgment.

s/ Mary L. Cooper
MARY L. COOPER
United States District Judge

Dated: June 2, 2011