

**TEAMSTERS NATIONAL UPS FREIGHT
GRIEVANCE COMMITTEE**

October 13 – 15, 2010

DOCKET

**HILTON SAN DIEGO
1775 EAST MISSION BAY DRIVE
SAN DIEGO, CA**

12:00 P.M.

CASES CARRIED OVER:

- NUPSF-10-001: Local 480 v. UPSF, Nashville, TN
On behalf of **all affected employees**, Union alleges that the Company violated **Article 44**, claiming that the Company using subcontractor to move LTL loads from Nashville to Harrisburg (Summit Transportation) when bargaining unit members are not working. The Union requests all lost wages due to subcontracting.
- NUPSF-10-025: Local 402 v. UPSF, Muscle Shoals, AL
On behalf of **John Warren**, Union alleges that the Company violated **Article 18 and Article 25, Section 5**, claiming that the grievant took vacation on week January 5 – 9, 2009, the grievant's pay for the week was after a holiday which lowered average hours. The grievant was expecting four (4) hours per day pay, but was paid 8.3 hours. The Union requests that the grievant get his other 11.7 hours for vacation week according to **Article 18** Casuals get four (4) hour per day (**REDOCKETED**).
- NUPSF-10-031: Local 519 v. UPSF, Knoxville, TN
On behalf of **George Allen**, Union alleges that the Company violated **Articles 41 and 29**, claiming that past practice is tractors are bid by seniority for use during work week. The Union requests to be able to bid on a tractor.
- NUPSF-10-036: Local 41 v. UPSF, Kansas City, MO
On behalf of **Daryl Whitmill, et al.**, Union alleges that the Company violated **Article 5**, claiming that the Company placed full-time employees below casuals as ad-hoc employee with no guarantee, left part-time casuals on preferred shifts working eight (8) to ten (10) hours. The Union requests all lost wages.
- NUPSF-10-037: Local 41 v. UPSF, Kansas City, MO
On behalf of **David Figous, Richard Parker, David Duffelmeyer**, Union alleges that the Company violated **Article 18, Sections 1 and 2, and Article 5, Section 2**, claiming that a member was not allowed to use his seniority to bump junior employee when his job was abolished. The Union requests eight (8) hours for 10/14/09 and until resolved.
- NUPSF-10-038: Local 413 v. UPSF, Columbus, OH
On behalf of **all affected road drivers**, Union alleges that the Company violated **Article 44**, claiming that the Company is in violation of the UPS Freight Agreement, contract, up to and including **Article 44**. Asking the Company to stop using

subcontractors and or to recall all drivers and not to lay off any more drivers and make them whole for all lost wages.

- NUPSF-10-054: Local 431 v. UPSF, Fresno, CA
On behalf of **Ed Robinson**, Union alleges a violation of **Article 5 and all that apply**, claiming that Ed Robinson was not offered work in seniority order. The Union requests that the Company make Ed Robinson whole for all lost wages and benefits and a cease and desist.
- NUPSF-10-075: Local 174 v. UPSF, Tukwila, WA
On behalf of **Dave Ellis**, Union alleges a violation of **Article 15**, claiming that the Company is in violation of **Article 15** of the UPS Freight Agreement by no repairing the potholes at the sea terminal causing unsafe working conditions.
- NUPSF-10-077: Local 533 v. UPSF, Reno, NV
On behalf of **Bob Richter**, Union alleges a violation of **Article 44**, claiming that the Company instructing the grievant verbally that he was laid off while the Company used subcontractors. The Union requests mileage pay from Reno, Nevada to Portland, Oregon or every time Werner has made the trip since 6/9/09.
- NUPSF-10-078: Local 533 v. UPSF, Reno, NV
On behalf of **Jimmy Garrison**, Union alleges that the Company violated **Article 5, Section 2.1, Articles 20, 29, 38, 40, 43 and 44**. The Union requests reinstate laid off road drivers, reinstate the bargaining unit work to the Reno facility, make whole for all affected drivers and cease and desist of contracting.
- NUPSF-10-080: Local 533 v. UPSF, Reno, NV
On behalf of **Robert Morton**, Union alleges a violation of **Article 44**. Ren031 was cancelled and bid driver Robert Morton was assigned to the extra board. This bid was then awarded to contract carrier "Werner". The Union requests bid to be reinstated to the Reno facility for the bid process for bargaining unit employees, and to cease and desist all subcontracting when bargaining unit employees are on layoff and make all affected whole.
- NUPSF-10-092: Local 326 v. UPSF, New Castle, DE
On behalf of **all affected employees**, Union alleges that the Company violated **Articles 5 and 40**, claiming the Company posted and changed Harrisburg road bids and have incorporated regular and daily local dock and cartage work that was previously being performed by local cartage and

dock employees. The Union requests a cease and desist of road men performing regular local cartage work and that all affected employees be made whole for all lost wages and benefits.

- NUPSF-10-098: Local 431 v. UPSF, Fresno, CA
On behalf of **Steve Bates and Robert Lopez**, Union alleges that the Company violated **Article 5 and all that apply**, claiming on January 29, February 1, 2, 3, 4, 2010 and ongoing for Steve Bates and on February 8, 2010 and ongoing for Robert Lopez, they are not being offered work in seniority order. The Union requests that the Company make Steve Bates and Robert Lopez whole for all lost wages and benefits and a cease and desist.
- NUPSF-10-100: Local 81 v. UPSF, Portland, OR
On behalf of **Zack Hansen**, Union alleges that the Company violated **Article 7, Article 18, Section 4 and Article 26**, claiming the grievant performed jockey classification and was not compensated at the appropriate rate of pay on these days (7/9/09, 7/10/09, 7/15/09, 7/16/09, 7/20/09, 7/21/09, 7/27/09, 7/31/09, 8/3/09, 8/4/09, 8/7/09, 8/11/09). The Union requests that the grievant be compensated at the jockey rate of pay when performing jockey work (on the above dates) in accordance with **Article 18, Section 4** of the UPS Freight Agreement.
- NUPSF-10-103: Local 728 v. UPSF, Atlanta, GA
On behalf of **Waymon E. Bowman**, Union alleges a violation of **Article 26**, claiming that the Company is in violation of the contract and Memorandum of Understanding concerning sleeper team delay pay. The grievant was not paid properly. The Union requests 9.5 hours.
- NUPSF-10-104: Local 657 v. UPSF, San Antonio, TX
On behalf of **Clifford Scott Estes**, Union alleges a violation of **Articles 5, 18 and 26**, claiming that the local driver left at home while foreign driver arrived, took rest, and was dispatched. Local extra board driver should be dispatched ahead of foreign drivers. The Union requests the San Antonio to Dallas turn plus drop, hook and delay time.
- NUPSF-10-105: Local 745 v. UPSF, Dallas, TX
On behalf of **Chris O'Neal**, Union alleges a violation of **Articles 5, 20, 38 and 40**, claiming that the Employer cut the GAR 002 meet to Zpr. The Union requests to be made whole in every way, including conditions of **Article 40** be adhered to.

NUPSF-10-106: Local 512 v. UPSF, Jacksonville, FL
On behalf of **Teamsters Local Union 512**, Union alleges a violation of **Articles 5, 18 and 44**, claiming that the Company improper and in violation of the Collective Bargaining Agreement, subcontracting the movement of ocean freight containers between the Jacksonville terminal and Port of Jacksonville. The Union requests four (4) hours.

CASES WERE PUT ON COMMITTEE HOLD:

NUPSF-131-09: Local 509 v. UPSF, Gaffney, SC
On behalf of **David Brown, et al.**, Union alleges a violation of **Articles 5, 43, 44, and all that apply**, claiming that on 04/23/08, the Company laid off the grievant and others from fill in board due to freight being ran by sub-contractors and owner operators. The Union requests all money due.

NUPSF-149-09: Local 174 v. UPSF, Tukwila, WA
On behalf of **all affected employees**, Union alleges that the Company violated **Article 44 and all that apply**, claiming that the Company subcontracted bargaining unit work on 09/30/08 and 10/30/08 while line driver on layoff.

NUPSF-151-09: Local 63 v. UPSF, Fontana/LAX/Los Angeles, CA
On behalf of **all affected employees**, Union alleges that the Company violated **Articles 13 and 44**, requesting interpretation of payment decision and for the National Grievance Panel to clarify decision for panel filing NUPSF-95-09 not paid correctly.

NUPSF-195-09: Local 512 v. UPSF, Jacksonville, FL
On behalf of **all affected employees**, Union alleges that the Company violated **Articles 5, 7 and 18**, claiming that the Company is not offering all available work to full-time laid-off employees, allowing part-time employees to exceed four (4) hours while sending regular employees home.

NUPSF-205-09: Local 385 v. UPSF, Ocoee, FL
On behalf of **Greg Bavaro**, Union alleges that the Company violated **Articles 20, 38, 32 and 44**, claiming the Company should not be subcontracting bargaining unit work while road drivers are on layoff.

NUPSF-10-004: Local 480 v. UPSF, Nashville, TN
On behalf of **Ronnie Bimstein**, Union alleges that the Company violated **Articles 16, 5 and all that apply**, claiming that the grievant should have been allowed to perform dock work ahead of part time employees that

worked from September 3, 2009, until the date of his medical certification. The Union requests all lost wages and benefits.

- NUPSF-10-006: Local 745 v. UPSF, Dallas, TX
On behalf of **William Dawson**, Union alleges that the Company violated **Articles 43 and 44**, claiming that the Company is subcontracting while there are laid off employees. The Union requests that all the laid off employees be made completely whole for all lost wages and benefits and a cease and desist this practice.
- NUPSF-10-007: Local 745 v. UPSF, Dallas, TX
On behalf of **all affected employees**, Union alleges that the Company violated **Articles 29 and 44**, claiming that the Company cancelled wild sleeper schedules. The Union requests that the Company reinstate all wild team jobs.
- NUPSF-10-011: Local 745 v. UPSF, Dallas, TX
On behalf of **Ken Collinworth**, Union alleges that the Company violated **Articles 1 and 3**, claiming that UPS Freight has unilaterally implemented a light duty program without negotiating with the Union over the effects. The Union requests all monies due for not allowing the grievant into the light duty program.
- NUPSF-10-015: Local 745 v. UPSF, Dallas, TX
On behalf of **Phillip Shelton**, Union alleges that the Company violated **Articles 40 and 44**, claiming that the Company contracting HRS freight out of Garland. The Union requests that this matter be made whole in every way.
- NUPSF-10-017: Local 745 v. UPSF, Dallas, TX
On behalf of **William Dawson**, Union alleges that the Company violated **Article 44**, claiming contractor violation on hub lane. The Union requests back pay for all affected employees and a cease and desist this practice.
- NUPSF-10-022: Local 769 v. UPSF, North Miami, FL
On behalf of **all affected employees**, Union alleges that the Company violated **Article 44**, claiming that the Company to assign this delivery work to a local cartage employee. Pay any available driver not working on days the work was available.
- NUPSF-10-034: Local 385 v. UPSF, Orlando, FL
On behalf of **Misael Rodriguez**, Union alleges that the Company violated **Articles 5, 43 and 44**, claiming that the Company cannot subcontract bargaining unit work with employees on layoff.

- NUPSF-10-035: Local 385 v. UPSF, Orlando, FL
On behalf of **Misael Rodriguez**, Union alleges that the Company violated **Articles 20, 38, 43 and 44**, claiming that the Company cannot subcontract bargaining unit work with employees on layoff.
- NUPSF-10-045: Local 61 v. UPSF, Hickory, NC
On behalf of **Brian Keith Watson**, Union alleges that the Company violated **Article 44**, claiming that the Company subcontracting loads out of the Hickory terminal with road drivers laid off. The Union requests all lost earnings to senior laid off road driver. (This case is the pilot for case number 117-09).
- NUPSF-10-047: Local 707 v. UPSF, Newburgh, NY
On behalf of **all affected employees**, Union alleges that the Company violated **Article 44 and all related Articles**, by subcontracting runs from Newburgh, NY to Atlanta, GA and return. The Union requests the Newburgh, NY Road Drivers to perform the work currently being subcontracting.
- NUPSF-10-056: Local 174 v. UPSF, Tukwila, WA
On behalf of **Local 174, et al.**, Union alleges a violation of **Article 44**, claiming that the Company subcontracting bargaining unit work on June 25 and July 9, 2009.
- NUPSF-10-057: Local 483 v. UPSF, Boise, ID
On behalf of **all affected employees**, Union alleges a violation of **Article 44 and all that apply**, claiming that the Company is using subcontractors to do bargaining unit work.
- NUPSF-10-073: Local 104 v. UPSF, Phoenix, AZ
On behalf of **Jim Leggitt**, Union alleges a violation of **Article 21, Section 2(A) and Article 5, Section 1**, claiming that the Company will not recognize brother Leggitt's medical certification, nor will they allow him to work in a non CDL position.
- NUPSF-10-081: Local 769 v. UPSF, North Miami, FL
On behalf of **Johnny Fryer**, Union alleges that the Company violated **Article 44**, claiming that the Company is not affording seniority employees the opportunity to pull road runs out of the Miami terminal. The Union requests amount base on mileage.
- NUPSF-10-097: Local 200 v. UPSF, Milwaukee, WI
On behalf of **Ronald W. Bowser**, Union alleges a violation of **Article 16, Section 1**, claiming that the grievant was given a DOT physical by the Company's doctor at the Sensia

Clinic, New Berlin, WI on 2-3-10. The grievant was never told that he failed the DOT physical but was told by the doctor performing the physical that his boss Dr. Seter wouldn't let him sign the DOT medical card. On 2-22-10, the Union was informed by Service Center Manager Mike Clark that corporate wouldn't let the grievant return to work because he wasn't issued a DOT medical card. Feeling an injustice had been done the grievant was sent to Dr. Toledo for a second DOT physical on 3-1-10. The grievant was issued a DOT medical card at that time. On 3-2-10 a letter was sent to Mike Clark requesting a third DOT exam for the grievant and asking for a written response. At a local level grievance meeting on 3-5-10 the Union was given a negative response to our request. The Union has yet to receive a written response as requested. The Union wants the grievant to have a third DOT physical as required by **Article 16, Section 1** that is binding on all parties.

WESTERN REGION

NEW CASES

- NUPSF-10-108: Local 63 v. UPSF, Fontana, CA
On behalf of **all affected employees**, Union alleges that the Company violated **Article 18, Section 2**, claiming that the Line Drivers are not getting their forty (40) hours of work or pay. The Union requests monies, benefits due and to be made whole.
- NUPSF-10-109: Local 63 v. UPSF, Rialto, CA
On behalf of **all affected employees**, Union alleges that the Company violated **Article 5**. The Company using drivers from outside terminal to do dock work with doing so caused a lay-off.
- NUPSF-10-110: Local 63 v. UPSF, Commerce, CA
On behalf of **all affected employees**, Union alleges that the Company violated **Article 26**, claiming the Company paid mileage instead of hourly rate.
- NUPSF-10-111: Local 104 v. UPSF, Phoenix, AZ
On behalf of **Matt Peterson on behalf of all affected employees**, Union alleges that the Company violated **Article 1, Section 2 and Article 5, Section 1**, claiming the Company dispatched Rialto driver from Phoenix, AZ to Cedar City, UT and failed to offer the work opportunity to a Phoenix, AZ road driver. The Union requests be made whole for wages and benefits (966 miles).
- NUPSF-10-112: Local 542 v. UPSF, San Diego, CA
On behalf of **all affected members**, Union alleges that the Company violated **Article 2, Section 1 and Article 5, Section 1 (D) and (E)**, claiming that the Company is forcing line drivers to perform dock work at foreign domiciles, this diminishing local dock work. The Union requests monies, benefits due and to be made whole.

CENTRAL REGION

NEW CASES

- NUPSF-10-113: Local 600 v. UPSF, St. Louis and Sikeston, MO
On behalf of **Ricky Barnett**, Union alleges that the Company violated **Article 5**. The grievant requested the extra work on 11/27/09 which had Local Cartage worker go to clerks location to work dock. He was not asked to work and violates his seniority on Local Cartage. The Union requests hours worked on the job.
- NUPSF-10-114: Local 600 v. UPSF, St. Louis and Sikeston, Mo
On behalf of **Michael Simburger**, Union alleges that the Company violated **Articles 5 and 18**. On 3/1/10 Scoot Young called me into an office and told the grievant the he's being wrote up for a phone call. Which is says he made to him on 2/28/10 and he didn't receive. First of all he was never explained the rules of which was made for him to be available to work Monday-Friday, Tuesday-Saturday, Thursday-Monday. Also no rules have been brought to his attention even after Mr. Young told the grievant he's being wrote up. He was never told if he doesn't call back as an ad-hock driver he will be wrote up. Second, the grievant had received phone calls on Sunday to work. That discriminates his right to practice his religion. There are no rules posted that he has seen for an ad-hoc driver. He was never explained that if he doesn't answer his phone that it's an unexcused absence. The grievant thought that it just meant that he was unavailable to work for that day. The grievant was never told he had to be available 24-7. The Union requests rules be posted also days and times the grievant must be available to work.
- NUPSF-10-115: Local 710 v. UPSF, Bedford Park, IL
On behalf of **Gerardo Merida**, Union alleges a violation of **Articles 5 and 38**, protesting the Company not allowing the grievant to move into a full-time driving position. The grievant has a valid CDL per the contract required.
- NUPSF-10-116: Local 41 v. UPSF, Kansas City, KS
On behalf of **John Lang, Jr.**, Union alleges a violation of **Article 40**, claiming the Kansas City domicile had four (4) lay-down runs to Indianapolis. These runs ran three (3) trips one week and two (2) trips the next. The Company unilaterally changed these four (4) lay-down runs to two (2) meet and turn runs with Indianapolis drivers. The Kansas

City domicile lost 5,000 miles of work per week without having a change of operations.

SOUTHERN REGION

NEW CASES

- NUPSF-10-117: Local 612 v. UPSF, Trussville, AL
On behalf of **Eligah Miller**, Union alleges that the Company is in violation of **Article 5, Section 4**, claiming work being performed by junior men and should be bid as a full-time p.m. dock shift.
- NUPSF-10-118: Local 612 v. UPSF, Trussville, AL
On behalf of **Mark Jacks**, Union alleges that the Company is in violation of **Article 25, Section 5**, requesting Company properly apply the single days vacation request language in the contract.
- NUPSF-10-119: Local 745 v. UPSF, Tyler, TX
On behalf of **all affected employees**, Union alleges that the Company is in violation of **Article 18**, requesting Company keep the truck assignment the way it has always been.
- NUPSF-10-120: Local 745 v. UPSF, Irving, TX
On behalf of **Nelson Contreras**, Union alleges that the Company is in violation of **Article 24**, requesting funeral leave for common-law marriage. The Union requests pay for two (2) days of funeral leave.
- NUPSF-10-121: Local 745 v. UPSF, Irving, TX
On behalf of **Mike Jones and Wade Lay**, Union alleges that the Company is in violation of **Article 26 and Memorandum of Understanding**, claiming breakdown and delay. The Union requests 10.3 hours for each driver.
- NUPSF-10-122: Local 745 v. UPSF, Irving, TX
On behalf of **Mike Jones and Wade Lay**, Union alleges that the Company is in violation of **Article 26 and Memorandum of Understanding**, claiming delay due to weather. The Union requests 14 $\frac{3}{4}$ hours pay to each driver.
- NUPSF-10-123: Local 745 v. UPSF, Irving, TX
On behalf of **Bobby Dutton and Dwight Pierce**, Union alleges that the Company is in violation of **Article 26 and Memorandum of Understanding**, claiming breakdown and delay. The Union requests 11 $\frac{1}{2}$ hours to each driver for delay.
- NUPSF-10-124: Local 385 v. UPSF, Ocoee, FL
On behalf of **Harold Vegas**, Union alleges that the Company is in violation of **Articles 43 and 44**, claiming Company

having sub-contractors perform bargaining unit work while Road Drivers are on layoff.

NUPSF-10-125: Local 385 v. UPSF, Ocoee, FL

On behalf of **Alex Farkas**, Union alleges that the Company is in violation of **Articles 5 and 18**, claiming Company working drivers from another terminal ahead of seniority Road Drivers in home terminal.

NUPSF-10-126: Local 385 v. UPSF, Ocoee, FL

On behalf of **Charles Belton**, Union alleges that the Company is in violation of **Articles 5 and 18**, claiming Company not paying sleeper team drivers properly. The Union requests that the Company required to comply with Collective Bargaining Agreement.

NUPSF-10-127: Local 528 v. UPSF, Ringgold, GA

On behalf of **Brad Cothran**, Union alleges that the Company is in violation of **Article 5**, claiming that junior employees receiving \$0.35 more per hour. The Union requests the Company pay all employees working on dock with CDL the extra \$0.35 per hour.

EASTERN REGION

NEW CASES

- NUPSF-10-128: Local 776 v. UPSF, Mechanicsburg, PA
On behalf of **all affected employees**, Union alleges that the Company violated **Article 25, Section 5(d)**. The Collective Bargaining Agreement states that Casual employees with over five (5) years seniority will be paid five (5) vacation days. Casual guarantee is four (4) hours per day times five (5) days = twenty (20) hours vacation day minimum.
- NUPSF-10-129: Local 391 v. UPSF, Morrisville, NC
On behalf of **Craig Watson**, Union alleges a violation of **Article 18, Section 2**, claiming that the grievant is a bid road driver from the Morrisville, NC terminal. The Company cancelled him on 2/17/10. The Company ran a non guaranteed extra board driver from Fayetteville, NC to run the same route. The Union requests the grievant be made whole for all lost wages and benefits (480 miles).
- NUPSF-10-130: Local 707 v. UPSF, Montgomery, NY
On behalf of **all affected employees**, Union alleges a violation of **Article 18, Section 2 and Articles 29 and 44**, claiming the Employer is subcontracting work in the road classification to subcontractors, (The Rail) & Evans Trucking, in both directions, work formally performed by the Newburgh, NY road drivers. The Union requests all lost wages and benefits.
- NUPSF-10-131: Local 384 v. UPSF, Stowe, PA
On behalf of **Chris Dietrich**, Union alleges a violation of **Article 5, Section d**, claiming the Company is assigning roadmen to do regular daily local cartage dock work. The Union requests the Company cease and desist this practice and requests the grievant and all affected employees be made whole for all lost wages and benefits.
- NUPSF-10-132: Local 317 v. UPSF, East Syracuse, NY
On behalf of **Anthony Dean**, Union alleges a violation of **Article 21, Section 2**, claiming that the grievant is a senior full time employee who lost his COLA. He was not assigned available dock work he is qualified for ahead of casual employees. The Union requests the grievant be made whole for all lost wages and benefits.