

**TEAMSTERS NATIONAL UPS FREIGHT
GRIEVANCE COMMITTEE**

March 3 – 5, 2010

DOCKET

**WESTIN BEACH RESORT
321 N. FORT LAUDERDALE BEACH BOULEVARD
FT. LAUDERDALE, FL**

12:00 P.M.

CASES CARRIED OVER:

- 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-145-09: Local 439 v. UPSF, Lathrop, CA
On behalf of **all affected employees**, Union alleges that the Company violated **Article 33**, failed to provide or have a break/lunch room in compliance with the Collective Bargaining Agreement and Federal or State Laws. Additionally, there is no heating, air conditioning or electrical.
- 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-200-09: Local 492 v. UPSF, Albuquerque, NM
On behalf of **Kevin Pederson, et al.**, Union alleges a violation of **Article 44**, claiming that the Company is moving loads between ABQ and DAL with return loads using non-bargaining unit contract employees with represented road drivers on lay-off. The Union requests that the Company move those loads with bargaining unit employees and a cease and desist this practice.
- NUPSF-201-09: Local 431 v. UPSF, Fresno, CA
On behalf of **Edward Robinson**, Union alleges a violation of **Article 5**, claiming that the grievant was not offered work while junior employees were being utilized on April , 10, 11, 19, 24, 27, May 6, 7, 21, 24, 27, 29, July 18, August 20,

September 2, 23, 25, 26, 27, 30, October 11, 15, 18, 22, 28, 29, 30, November 5, 11, 12, and 13, 2008. The Union requests that the grievant be made whole for all lost wages and benefits and a cease and desist this practice.

NUPSF-202-09: Local 79 v. UPSF, Tampa, FL

On behalf of **all affected employees**, Union alleges a violation of **Articles 26, 44, and 47**, claiming the Company is using sub-contractors, sleeper teams, to run freight to Harrisburg, PA. The bargaining unit previously moved this freight. The Union requests all monies due.

NUPSF-203-09: Local 79 v. UPSF, Tampa, FL

On behalf of **Michael Ranocchia**, Union alleges a violation of **Articles 5, 26, and 44**, claiming the Company using drivers from other terminals to move Tampa freight while there are extra board driver to use for overflow freight. The Union requests all monies due.

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-209-09: Local 41 v. UPSF, Kansas City, KS

On behalf of **Rick Hill, et al.**, Union alleges that the Company violated **Articles 25, 44, and 18**, claiming that the Company proclaimed April 10, 2009 as a non-service day and cancelled several runs. Some of the freight that was normally hauled by these drivers was railed or given to contract carriers. The Union requests that all affected employees be made whole.

NUPSF-210-09: Local 41 v. UPSF, Kansas City, KS

On behalf of **Milo Pittman and Mike Boehm**, Union alleges that the Company violated **Article 44**, claiming that the Company cancelled this team run on April 9, 2009 and railed the freight they would have hauled. The Union requests that the grievants be paid for 2,536 miles drop, hook, and fuel pay.

SOUTHERN REGION

NEW CASES

- 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-10-002: Local 480 v. UPSF, Nashville, TN
On behalf of **Brian Lemberger**, Union alleges that the Company violated **Articles 25, 29, 41 and all that apply**, claiming that the grievant was allowed to select his vacation by his Company seniority the previous year, transfer date seniority was used for latest vacation.
- NUPSF-10-003: Local 480 v. UPSF, Nashville, TN
On behalf of **Ronnie Bimstein**, Union alleges that the Company violated **Articles 25, 16, 5 and all that apply**, claiming that the Company is responsible for payment of testing ordered by the Company's examining physician. The Union requests all lost wages and benefits.
- 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-10-005: Local 480 v. UPSF, Nashville, TN
On behalf of **Gary E. Summers**, Union alleges that the Company violated **Articles 5, 21, 26, 41 and all that apply**, claiming that when the jockey is on duty he/she should perform all jockey.
- 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-10-008: Local 745 v. UPSF, Dallas, TX
On behalf of **Denise Torres**, Union alleges that the Company violated **Articles 40 and 41**, claiming a transfer of more than 150 miles. The Union requests transfer to Lexington, KY.
- NUPSF-10-009: Local 745 v. UPSF, Dallas, TX
On behalf of **Joseph Glenn**, Union alleges that the Company violated **Article 29**, claiming that the Company denied voluntary transfer. The Union requests that the grievant be allowed to transfer to Seattle, WA.
- NUPSF-10-010: Local 745 v. UPSF, Dallas, TX
On behalf of **Jonathan Lopez**, Union alleges that the Company violated **Articles 3, 5 and 26**, claiming 90% of \$15.00 for casual pay. The Union requests all back pay to be made whole and paid \$13.50.
- NUPSF-10-011: Local 745 v. UPSF, Dallas, TX
On behalf of **Ken Collinsworth**, 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-10-012: Local 745 v. UPSF, Dallas, TX
On behalf of **Jim Barham**, Union alleges that the Company violated **Articles 43 and 44**, claiming the runs cut on holiday – two (2) placed on rail. The Union requests the claim for runs.
- NUPSF-10-013: Local 745 v. UPSF, Dallas, TX
On behalf of **Gary Loyd**, Union alleges that the Company violated **Article 44**, claiming that the DAL 304 run cut and put on rail during holiday and not offered work. The Union requests compensated pay for trip.
- NUPSF-10-014: Local 745 v. UPSF, Dallas, TX
On behalf of **Brian Meador**, Union alleges that the Company violated **Articles 5, 29 and 44**, claiming that the Company using contractors for city work. The Union requests that the drivers put back from layoff to full-time.

- 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-10-016: Local 745 v. UPSF, Dallas, TX
On behalf of **Jaime Lucero**, Union alleges that the Company violated **Article 33**, claiming that El Paso lost a scheduled Stanton run and was replaced by a San Antonio sleeper run. The Union believes the freight was diverted out of Dallas and directly ran in to El Paso from San Antonio, skipping Dallas. The Union requests to add San Antonio meet & turn for the Stanton turn that was lost.
- 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-10-018: Local 745 v. UPSF, Dallas, TX
On behalf of **all affected employees**, Union alleges that the Company violated **Articles 43 and 44**, claiming that three (3) Dallas runs were cut & put on rail. The Union requests reinstate runs with all back pay to each driver affected.
- NUPSF-10-019: Local 745 v. UPSF, Dallas, TX
On behalf of **Richard Chandler**, Union alleges that the Company violated **Article 18**, claiming eight (8) hours a day for working. The Union requests all money due.
- NUPSF-10-020: Local 745 v. UPSF, Dallas, TX
On behalf of **Freddie Reyes**, Union alleges that the Company violated **Article 16**, claiming required testing pay with valid DOT card. The Union requests all time spent after the initial two (2) hours and all out of pocket expenses be reimbursed.
- NUPSF-10-021: Local 991 v. UPSF, Mobile, AL
On behalf of **all affected employees**, Union alleges that the Company violated **Article 18**, claiming the Company arbitrarily instituted a 4/10 work schedule without consultation with the Local Union and in violation of the past 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-10-023: Local 769 v. UPSF, North Miami, FL
On behalf of **Robinson Garcia**, Union alleges that the Company violated **Article 40, Section 3**, claiming that the Company to follow the language on a change of operations. Work that was moved through Orlando is now moved through Miami. Grievant is laid off to the dock as a result.
- NUPSF-10-024: Local 402 v. UPSF, Muscle Shoals, AL
On behalf of **Bill Moran**, Union alleges that the Company violated **Article 18, Section 2 and Article 44**, claiming that the grievant did not get to work on July 21 and July 23 of 2009 due to contract carrier hauling Harrisburg loads. The grievant is on a guaranteed run to work five (5) days. The Union requests all lost wages and a cease and desist this practice.
- 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.
- NUPSF-10-026: Local 728 v. UPSF, Atlanta, GA
On behalf of **R. L. Barber**, Union alleges that the Company violated **Article 24**, claiming that the grievant was absent two (2) days for the bereavement period for his mother-in-law and was only paid for one (1) day. The Union requests that the Company follows the language of the contract by pay the grievant the second (2nd) day as stated in the Collective Bargaining Agreement.
- NUPSF-10-027: Local 769 v. UPSF, North Miami, FL
On behalf of **Joe Green**, Union alleges that the Company violated **Article 18**, claiming compensation for commencing workweek on a Sunday.
- NUPSF-10-028: Local 769 v. UPSF, North Miami, FL
On behalf of **Cesar Castro**, Union alleges that the Company violated **Articles 18, 23, 26, and 29**, claiming that the Company to pay the employee for his delay time, when his loads were not ready.

- NUPSF-10-029: Local 79 v. UPSF, Tampa, FL
On behalf of **Michael Ranocchia**, Union alleges that the Company violated **Articles 5, 26, and 44**, claiming that the Company using drivers from other terminals to deliver this freight causing our extra board driver not run while we have extra board driver to use for overflow freight. The Union requests for \$146.19.
- NUPSF-10-030: Local 79 v. UPSF, Tampa, FL
On behalf of **all affected employees**, Union alleges that the Company violated **Articles 26, 44 and 47**, claiming that the Company is using sub-contractors, sleeper teams, to run freight to Harrisburg, PA. The bargaining unit previously moved this freight. The Union requests approximately \$34,655.
- 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-10-032: Local 657 v. UPSF, San Antonio, TX
On behalf of **Emiel Medrano**, Union alleges that the Company violated **Article 5, Section 1 and Article 26, Section 1**, claiming that this work has been performed by cartage drivers in the past. By having road drivers perform this work, the cartage work load has been greatly diminished. The Union requests \$92.90.
- NUPSF-10-033: Local 385 v. UPSF, Orlando, FL
On behalf of **Greg Bavaro**, Union alleges that the Company violated **Article 40**, claiming that the Company is required to allow employees to follow work when implementing a Change of Operations.
- 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.

CENTRAL REGION

NEW CASES

- 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-10-039: Local 710 v. UPSF, Chicago, IL
On behalf of **Thomas Coffey**, Union alleges that the Company violated **Articles 26, 43, and 44**, claiming that the Company continues to move freight round trip through other modes of transportation and subcontractors which drivers are on layoff and working out of classification.
- NUPSF-10-040: Local 600 v. UPSF, St. Louis, MO
On behalf of **all affected employees**, Union alleges that the Company violated **Article 5**, claiming that the Local Cartage members though they are on seniority list are not allowed to bid any of the classifications that their seniority will allow them to hold.
- NUPSF-10-041: Local 833 v. UPSF, Jefferson City, MO
On behalf of **Bradwick Smith**, Union alleges a violation of **Article 18, Section 2**, claiming that the Company has not paid eight (8) hours per day for all days when putting said employees to work.

NUPSF-10-042: Local 41 v. UPSF, Kansas City, MO
On behalf of **all part-time employees**, Union alleges a violation of **Articles 5, 29, and 3**, claiming that the Company refused to allow part-time employees to bid as they have in the past. The Union requests four (4) hours per day for all employees not allowed to bid.

NUPSF-10-043: Local 41 v. UPSF, Kansas City, MO
On behalf of **all affected employees**, Union alleges a violation of **Articles 5, 29, and 3**, claiming that the Company changed policy without discussion or negotiations. Union requests new policy be removed.

EASTERN REGION

NEW CASES

- NUPSF-10-044: Local 61 v. UPSF, Hickory, NC
On behalf of **Sam White**, Union alleges that the Company violated **Article 5**, claiming on 10/30/2008 the bid sheet was posted in the Hickory terminal. On that sheet Brother Sam White was placed behind Rusty Smith. For the previous two (2) years Brother White had been ahead of Rusty Smith, now the bid sheet had Rusty Smith ahead of Brother White. After several months the Company finally provided the proof that Brother White did have more seniority than Rusty Smith. The proof was in the Hickory terminal the whole time. Brother White lost thousands of dollars during this time. The Union requests the difference in his earning versus Rusty Smith's during this time frame.
- 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-10-046: Local 707 v. UPSF, Hempstead, NY
On behalf of **Pete Mullen**, Union alleges that the Company violated **Article 5, Sections 1 and 3, and all related Articles**. In that Pete Mullen, a laid-off, full time, RED CIRCLED Dock Worker, called back to work in June 2009, after the Company hired a full time CDL Dock Worker on May 4, 2009. The Union requests all lost wages from May 4, 2009 to June 16, 2009, plus pension and welfare.
- NUPSF-10-047: Local 707 v. UPSF, Hempstead, 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.

WESTERN REGION

NEW CASES

- NUPSF-10-048: Local 81 v. UPSF, Portland, OR
On behalf of **Jeff Hayden**, Union alleges that the grievant, Mr. Hayden, completed all requirements as prescribed with the **Articles 7 and 27, Section 1.11**, to return to work. The Union requests all money and benefits due from 6/1/09 thru 6/16/09.
- NUPSF-10-049: Local 104 v. UPSF, Phoenix, AZ
On behalf of **Richard Shannon on behalf of the Phoenix road board**, Union alleges a violation of **Articles 40 and 44**, claiming that the Company has taken work performed by the bargaining unit employees and sub-contracted the work with contract carriers after a change of operations agreement. The Union requests reinstatement of the PHO-017 GAP, AZ run and all monies due when the Company cancelled the bid run and is bus-contracting the work.
- NUPSF-10-050: Local 104 v. UPSF, Phoenix, AZ
On behalf of **Matt Peterson on behalf of the Phoenix road board**, Union alleges a violation of **Article 44**, claiming that the Company on a daily basis running schedules with contract carriers and/or utilizing the rail from Phoenix to Salt Lake City to South Holland to Phoenix and Phoenix to Kansas City and return while drivers are on lay-off.
- NUPSF-10-051: Local 104 v. UPSF, Phoenix, AZ
On behalf of **Matt Peterson on behalf of Pearson/Gower & Baxter/Vance**, Union alleges a violation of **Article 44**, claiming that the Company cancelled the sleeper runs for Memorial Day and the 4th of July holiday's and railed their work. The Union requests all monies due and cease and desist when the Company cancelled their bid PHO-KCY sleeper runs and railed their schedules.
- NUPSF-10-052: Local 431 v. UPSF, Fresno, CA
On behalf of **all affected Line Haul, Extra Board and Ad Hoc Drivers**, Union alleges a violation of **Articles 5, 18, 29, 38, 40 and all that apply**, claiming that the FRE laid off Extra Board Drivers were not offered available line haul runs and were run around by other terminals' Extra Board Drivers. The Union requests that the Company make all affected whole for all lost wages and benefits and a cease and desist.

- NUPSF-10-053: Local 431 v. UPSF, Fresno, CA
On behalf of **Mike Prothro**, Union alleges a violation of **Articles 5, 18 and all that apply**, claiming that Mike Prothro was not offered work while junior employees were being utilize. The Union requests that the Company make Mr. Prothro whole for all lost wages and benefits and a cease and desist.
- 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-10-055: Local 431 v. UPSF, Fresno, CA
On behalf of **Eddie Kilgore**, Union alleges a violation of **Articles 5, 18 and all that apply**, claiming that Eddie Kilgore was not offered work while junior employees were being utilized. The Union requests that the Company make Eddie Kilgore whole for all lost wages and benefits and a cease and desist.
- 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-10-058: Local 631 v. UPSF, Las Vegas, NV
On behalf of **all affected road drivers**, Union alleges a violation of **Article 5**, claiming that the Company violated the Collective Bargaining Agreement when it dispatched a foreign driver to Las Vegas on a lay down run over the top of approved meet and turns (5-20-09).
- NUPSF-10-059: Local 631 v. UPSF, Las Vegas, NV
On behalf of **Jason Roberts**, Union alleges a violation of **Article 5**, claiming that the Company violated the Collective Bargaining Agreement when it dispatched a foreign driver to Las Vegas on a lay down run over the top of approved meet and turns (7-8-09, 7-9-09, 7-10-09).

- NUPSF-10-060: Local 631 v. UPSF, Las Vegas, NV
On behalf of **all affected road drivers**, Union alleges a violation of **Article 5**, claiming that the Company violated the Collective Bargaining Agreement when it dispatched a foreign driver to Las Vegas on a lay down run over the top of approved meet and turns (5-19-09).
- NUPSF-10-061: Local 631 v. UPSF, Las Vegas, NV
On behalf of **all affected road drivers**, Union alleges a violation of **Article 44**, claiming that the Company violated the Collective Bargaining Agreement when it subcontracted freight destined for Dallas, TX with bargaining unit members laid off (05/18/09 and ongoing).
- NUPSF-10-062: Local 631 v. UPSF, Las Vegas, NV
On behalf of **all affected road drivers**, Union alleges a violation of **Article 44**, claiming that the Company violated the Collective Bargaining Agreement when it subcontracted freight destined for Dallas, TX with bargaining unit members laid off (05/20/09).
- NUPSF-10-063: Local 631 v. UPSF, Las Vegas, NV
On behalf of **all affected road drivers**, Union alleges a violation of **Article 44**, claiming that the Company violated the Collective Bargaining Agreement when it subcontracted freight destined for Dallas, TX with bargaining unit members laid off (05/20/09 thru 06/30/09).
- NUPSF-10-064: Local 631 v. UPSF, Las Vegas, NV
On behalf of **all affected road drivers**, Union alleges a violation of **Article 44**, claiming that the Company violated the Collective Bargaining Agreement when it subcontracted freight destined for Dallas, TX with bargaining unit members laid off (07/01/09).
- NUPSF-10-065: Local 631 v. UPSF, Las Vegas, NV
On behalf of **all affected road drivers**, Union alleges a violation of **Article 44**, claiming that the Company violated the Collective Bargaining Agreement when it subcontracted freight destined for Dallas, TX with bargaining unit members laid off (07/15/09).
- NUPSF-10-066: Local 631 v. UPSF, Las Vegas, NV
On behalf of **all affected road drivers**, Union alleges a violation of **Article 44**, claiming that the Company violated the Collective Bargaining Agreement when it subcontracted

freight destined for Dallas, TX with bargaining unit members laid off (07/23/09).

- NUPSF-10-067: Local 631 v. UPSF, Las Vegas, NV
On behalf of **all affected road drivers**, Union alleges a violation of **Article 44**, claiming that the Company violated the Collective Bargaining Agreement when it subcontracted freight destined for Dallas, TX with bargaining unit members laid off (07/29/09).
- NUPSF-10-068: Local 631 v. UPSF, Las Vegas, NV
On behalf of **all affected road drivers**, Union alleges a violation of **Article 44**, claiming that the Company violated the Collective Bargaining Agreement when it subcontracted freight destined for Dallas, TX with bargaining unit members laid off (09/22/09).
- NUPSF-10-069: Local 631 v. UPSF, Las Vegas, NV
On behalf of **all affected road drivers**, Union alleges a violation of **Article 44**, claiming that the Company violated the Collective Bargaining Agreement when it subcontracted freight destined for Dallas, TX with bargaining unit members laid off (09/23/09).
- NUPSF-10-070: Local 631 v. UPSF, Las Vegas, NV
On behalf of **all affected road drivers**, Union alleges a violation of **Article 44**, claiming that the Company violated the Collective Bargaining Agreement when it subcontracted freight destined for Dallas, TX with bargaining unit members laid off (09/29/09).
- NUPSF-10-071: Local 483 v. UPSF, Boise, ID
On behalf of **Dan Tye**, Union alleges a violation of **Article 6, Section 3**, claiming that the Company has not been able to confirm that they sent out warning letter to Dan Tye, therefore violating **Article 6, Section 3** of the UPS Freight Agreement.
- NUPSF-10-072: Local 104 v. UPSF, Phoenix, AZ
On behalf of **Jim Leggitt on behalf of Victor Garcia**, Union alleges a violation of **Article 5, Section 1 and Article 18, Section 2**, claiming that the Company moved the observance of the July 4th holiday to the 3rd of July, thus excluding the bid Tuesday–Saturday employees from obtaining their forty (40) hour guarantee. The Union requests eight (8) hours.

- 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-10-074: Local 104 v. UPSF, Phoenix, AZ
On behalf of **Matt Peterson on behalf of all affected employees**, Union alleges a violation of **Articles 18, 43, and 44**, claiming that the Company has implemented sleeper bids that are less than a forty (40) hour work week. In addition has subcontracted and is utilizing the rail on work that is bargaining unit work that has in the past and is currently running in both directions which resulted in a layoff. In addition other road drivers are in layoff status.
- 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-10-076: Local 542 v. UPSF, San Diego, CA
On behalf of **all affected line drivers**, Union alleges a violation of **Article 40**, claiming that the Company created a change of operation when they arbitrary decided to take away a line run from Teamsters Local 542 on June 22, 2009. The Company failed to comply with the CBA by failing to notify Local 542 of the change as well as failing to meet with the Local Union.
- 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.