

**TEAMSTERS NATIONAL UPS FREIGHT
GRIEVANCE COMMITTEE**

June 9 – 11, 2010

DOCKET

**HILTON PROVIDENCE
21 ATWELLS AVENUE
PROVIDENCE, RI**

12:00 P.M.

CASES CARRIED OVER:

- 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-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-10-031: 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-10-050: 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-10-054: 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-10-079: Local 533 v. UPSF, Reno, NV
On behalf of **Josh Wilson**, Union alleges that the Company violated **Article 26, Sections 1(E) and 3 (C), Article 18, Section 4**, when the grievant filled in for Jack Bosley for

week 9/21 – 9/26, however the grievant was not paid at the correct rate.

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-10-082: Local 104 v. UPSF, Phoenix, AZ

On behalf of **Rudy Larez**, Union alleges a violation of **Article 5, Section 8**, claiming that the Union discussed with the Company in November 2008 and again in December 2008 and ongoing and the Company still not made the grievant (employee) full-time.

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 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-10-015: 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, 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.
- 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-10-074: 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-10-081: 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.

EASTERN REGION

NEW CASES

- NUPSF-10-084: Local 776 v. UPSF, Harrisburg, PA
On behalf of **all affected employees**, Union alleges that the Company violated **Articles 29 and 44**, claiming that the week of 09/14/2009, the Company cut nine (9) loads off of bid jobs that were presently run by Harrisburg drivers. The Union requests return the work to the bargaining unit and all lost wages, varies by employees.
- NUPSF-10-085: Local 776 v. UPSF, Harrisburg, PA
On behalf of **all affected employees**, Union alleges that the Company violated **Article 18, Section 2, Articles 29 and 41**, claiming the week of 9/14/09, the Company cut multiple runs off of the teams and started to rail the work. This caused some bids to be less than the standards of the contract. The Union requests increase team runs to at least five (5) days per the contract and all lost wages, varies by employees.
- NUPSF-10-086: Local 776 v. UPSF, Harrisburg, PA
On behalf of **Rich Weschitz**, Union alleges that the Company violated **Article 44**, claiming the Company put a contractor on a schedule to move freight to Montreal that the bargaining unit was pulling. The Union requests the Company return the work to the bargaining unit.
- NUPSF-10-087: Local 776 v. UPSF, Harrisburg, PA
On behalf of **all affected employees**, Union alleges that the Company violated **Article 44**, claiming the Company eliminated two (2) runs to Montreal and started sub-contracting the work. The Union requests return the work to the bargaining unit and all monies due for all affected.
- NUPSF-10-088: Local 707 v. UPSF, Hempstead, NY
On behalf of **Teamsters Local 707 on behalf of all affected members**, Union alleges that the Company violated **Article 29 and all related Articles**, claiming that the Company terminated a condition of employment (P/D drivers being able to take two (2) paid fifteen (15) minute breaks, one (1) in the AM and one (1) in the PM) in place on and before April 7, 2008, the date of the signing of our current Agreement.
- NUPSF-10-089: Local 707 v. UPSF, Hempstead, NY
On behalf of **Joseph Ricco**, Union alleges a violation of **Article 18, Sections 2 and 3**, that the grievant is a Monday

thru Friday P&D driver, he was called in for extra work on Sunday, November 15, 2009. He worked Sunday, Monday, Tuesday, Wednesday and Thursday of the same week. The grievant requested and was paid for a vacation day for Friday. The Company paid the grievant straight time no the overtime rate for hours worked on Sunday, November 15, 2009. The Union requests that the grievant be paid overtime rate not the straight time rate for all hours worked on November 15, 2009.

- NUPSF-10-090: Local 776 v. UPSF, Harrisburg, PA
On behalf of **all affected employees**, Union alleges that the Company violated **Article 26, Section 4**, claiming the driver was shut down due to a snow storm. The Company paid the driver for thirty-six (36) hours and later took twenty (20) hours back. The Union requests drivers are to be paid for all time in the service of the Employer and the twenty (20) hours should be paid back to Jim Warnick.
- NUPSF-10-091: Local 776 v. UPSF, Harrisburg, PA
On behalf of **all affected employees**, Union alleges that the Company violated **Articles 40, 43 and 44**, claiming the Company cut three (3) scheduled bid relays to Jane Lew, WVA, therefore, creating a loss of work to the Mechanicsburg domicile. The Union requests all sub-contracted work should be returned to the Mechanicsburg drivers and the drivers be made whole for all lost wages and benefits.
- 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 an desist of road men performing regular local cartage work and that all affected employees be made whole for all lost wages and benefits.

CENTRAL REGION

NEW CASES

- NUPSF-10-093: Local 651 v. UPSF, Lexington, KY
On behalf of **all affected employees**, Union alleges that the Company violated **Article 40, Article 20, Section 1 and Article 38, Section 1**, this is a steward's grievance filed on behalf of all affected members at the Lexington, KY Service Center. With the loss of the following runs on bids completed 2-8-10 the Company has violated Article 40 of the current UPS Freight Agreement: Lex 075, 076, 077, 078 and 136. The Union requests to have the runs reinstated and members be made whole in all ways and the Company to comply with **Article 40**.
- NUPSF-10-094: Local 406 v. UPSF, Grand Rapids, MI
On behalf of **Daniel Lemanski on behalf of self and bargaining unit**, Union alleges that the Company violated **Articles 5 and 44**, claiming that the bid driver in Detroit whose bid job was cancelled was sent to Grand Rapids to take the work of a Local 406 employee who bid extra board was left home, therefore, violated of the CBA and a locals jurisdiction. The Union requests miles for designated run.
- NUPSF-10-095: Local 413 v. UPSF, Columbus, OH
On behalf of **Charles Caplinger**, Union alleges a violation of **Article 16**, claiming that on February 26, 2010, the Company is in violation of **Article 16** by not sending me to a third party doctor. The Union requests to be made whole for all losses until the Company complies with the contract and returns me to work.
- NUPSF-10-096: Local 413 v. UPSF, Columbus, OH
On behalf of **Charles Caplinger**, Union alleges a violation of **Article 16**, claiming that the Union presented a valid DOT card from a certified DOT doctor. The Union requests the Company to put the grievant back to gainful employment, to be reimbursed for any losses and to be made whole.
- 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. The Company changed policy without discussion or negotiations. The Union requests new policy be removed.

WESTERN REGION

NEW CASES

- 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-10-099: Local 174 v. UPSF, Tukwila, WA
On behalf of **all affected employees**, Union alleges that the Company is in violation of **Articles 40, 44 and 5** of the UPS Freight Agreement by eliminating sleeper run SEA048.
- 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.

SOUTHERN REGION

NEW CASES

- NUPSF-10-101: Local 385 v. UPSF, Orlando, FL
On behalf of **Alex Farkas**, Union alleges that the Company violated **Articles 5, 18, 26, 41 and all that apply**, claiming the Company refuses to pay proper rate of pay for work performed on Sunday.
- NUPSF-10-102: Local 385 v. UPSF, Orlando, FL
On behalf of **Alex Farkas**, Union alleges a violation of **Articles 5, 18, 26, 41 and all that apply**, claiming that the Company refuses to pay sleeper team drivers for any delays after fifteen (15) minutes per the Memorandum of Understanding.
- 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-10-103: 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, TX
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.