

**TEAMSTERS NATIONAL UPS FREIGHT
GRIEVANCE COMMITTEE**

March 9 – 11, 2011

DOCKET

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

9:00 A.M.

CASES CARRIED OVER:

- 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-10-031: 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-10-038: 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-10-110: 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-10-124: 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.
- 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-10-132: 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.

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-10-001: 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-10-004: 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-10-034: 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.
- 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-10-105: 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-10-121: 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-10-133: Local 63 v. UPSF, Fontana, CA
On behalf of **all affected employees**, Union alleges that the Company violated **Article 44**, by cancellation of work on Good Friday but didn't offer work to cancelled teams. This work should have been done by Teamsters 63 members but Company subcontracted work out.

SOUTHERN REGION

NEW CASES

- NUPSF-11-01: Local 480 v. UPSF, LaVergne, TN
On behalf of **all affected employees**, Union alleges that the Company violated **Articles 5, 40 and all that apply**, claiming that on September 27, 2010, the Company abolished two (2) longstanding bids at the Nashville facility. This work was moved without a proper hearing. The Company made a change in the manner in which freight was relayed from Baltimore/Richmond to Memphis beyond. Change was made with out notice to Local Union. The Union requests all affected employees be made whole.
- NUPSF-11-02: Local 480 v. UPSF, LaVergne, TN
On behalf of **all affected employees**, Union alleges that the Company violated **Article 40, Section 1, Articles 5, 44, and all that apply**. On September 27, 2010, the Company abolished two (2) longstanding bids at the Nashville facility. This work was either moved without a proper hearing or is being subcontracted. The Company made a change in the manner in which freight was relayed between the points of Baltimore/Richmond to Memphis beyond. Change was made without notice to Local Union. It was revealed by the Company at the SRTUPSFGC hearings that the Company is now subcontracting freight that was relayed through the Nashville facility. The Union requests all affected employees be made whole.
- NUPSF-11-03: Local 480 v. UPSF, LaVergne, TN
On behalf of **Danny Hawkins**, Union alleges that the Company violated **Articles 5, 18 and all that apply**, claiming the grievant should have been dispatched from Nashville to Memphis on December 29, 2010, instead of deadheading foreign driver (Mires) to Nashville. The Union requests 462 miles at the contract rate.
- NUPSF-11-04: Local 480 v. UPSF, LaVergne, TN
On behalf of **Troy Williams**, Union alleges that the Company violated **Articles 5, 18, 29, and all that apply**, claiming that the grievant is a full time load off employee. On May 17, 2010, the grievant seniority was violated by Company using part time employees. The Union requests the grievant be made whole.
- NUPSF-11-05: Local 480 v. UPSF, LaVergne, TN
On behalf of **Troy Williams**, Union alleges that the Company violated **Articles 5, 18, 29, and all that apply**,

claiming that the grievant is a full time load off employee. On May 17, 2010, the grievant seniority was violated by Company using part time employees. The Union requests the grievant be made whole.

- NUPSF-11-06: Local 657 v. UPSF, San Antonio, TX
On behalf of **Peter Ingarida**, Union alleges that the Company violated **Article 5, Section 4, Article 26, Section 2, and Article 47, Section 1**, claiming that the grievant was dispatched and enroute when dispatch notified him that his run was being given to an extra board driver. He was to return to his home domicile. The Union requests the prevailing wage for 174 miles.
- NUPSF-11-07: Local 769 v. UPSF, Miami, FL
On behalf of **Albert Ramirez**, Union alleges that the Company violated **Article 44**, claiming the Company is giving freight to PGA (subcontractor) to deliver it to its final destination. Teamsters' members want to perform this work.
- NUPSF-11-08: Local 612 v. UPSF, Trussville, AL
On behalf of **Richard Shaling**, Union alleges that the Company violated **Article 44**, asking the Company to honor contract and discontinue giving bargaining unit dock clean-up work away to an outside sub-contractor.
- NUPSF-11-09: Local 891 v. UPSF, Pearl, MS
On behalf of **Wesley Brown**, Union alleges that the Company violated **Articles 5 and all that apply**, the grievant seeks promotion to Local Cartage with seniority date ahead of employee hired October 4, 2010 as records indicate grievant was a seniority employee when other employee was hired to Local Cartage. Grievant also seeks difference in pay when worked less on same days as other employee and pay other employee earned when grievant was not allowed to work at all on days other employee worked from October 4, 2010 to present.
- NUPSF-11-10: Local 745 v. UPSF, Irving, TX
On behalf of **Mike Jones and Wade Lay**, Union alleges that the Company violated **Article 26 and MOU**, claiming breakdown and delay. The Union requests 10.3 hours for each driver.
- NUPSF-11-11: Local 745 v. UPSF, Irving, TX
On behalf of **Adam Ridge**, Union alleges that the Company violated **Articles 5, 18 and 29**, claiming that schedule was cut and Orlando Team (team we meet) was allowed all the way to Dallas. The Union requests 1210 miles to each driver.

- NUPSF-11-12: Local 728 v. UPSF, Atlanta, GA
On behalf of **Teamsters Local Union 728**, Union alleges that the Company violated **Articles 26 and 29**, because of the way the casual progression is outlined in the contract a casual hired just prior to ratification will be paid less than a casual who is hired after ratification.
- NUPSF-11-13: Local 728 v. UPSF, Atlanta, GA
On behalf of **Teamsters Local Union 728**, Union alleges that the Company violated **Articles 18 and 44**, claiming that the Company has opted to use the rail instead of road drivers for run 310Z which is a meet and turn to Roanoke, VA. The Union requests 872 miles per week since violation.
- NUPSF-11-14: Local 528 v. UPSF, Ringgold, GA
On behalf of **Brad Cothran**, Union alleges that the Company violated **Article 18**, claiming that the Company broke Mr. Cothran's 40 hour guarantee by paying him eight (8) hours for two (2) discretionary days. He's on a 10 hour bid. The Union requests four (4) hours pay.
- NUPSF-11-15: Local 528 v. UPSF, Ringgold, GA
On behalf of **Kelly Andrews**, Union alleges that the Company violated **Article 5**, claiming Kelly Andrews is a full time employee, she is a bid extra board driver. When no work is available to run on the road, Ms. Andrews wants to work the dock ahead of part time casuals.
- NUPSF-11-16: Local 519 v. UPSF, Knoxville, TN
On behalf of **John Pinchak**, Union alleges that the Company violated **Articles 29, 41 and all that apply**, claiming the grievant was not given his eight (8) hour guarantee on the day grieved. The Company sent the grievant home and brought in another employee two (2) hours and five (5) minutes before his start time instead of keeping the grievant working towards his eight (8) hour guarantee. The Union requests the grievant's eight (8) hour guarantee minus the time he worked on February 5, 2010.
- NUPSF-11-17: Local 519 v. UPSF, Knoxville, TN
On behalf of **Ben Ellis**, Union alleges that the Company violated **Articles 5 and 18**, claiming the Company moved the grievant's bid start time ahead 3.5 hours and then assigned the grievant's bid start time to casual employees. The Union requests 10.5 hours at overtime rate of pay.
- NUPSF-11-18: Local 519 v. UPSF, Knoxville, TN
On behalf of **Ben Ellis**, Union alleges that the Company violated **Article 5, Section 1(F) and all that apply**, claiming the Company worked a casual employee in front of the

grievant on the day grieved. The grievant should have worked in front of a casual. The grievant is owed the time the casual worked. The Union requests four (4) hours at straight time.

- NUPSF-11-19: Local 519 v. UPSF, Knoxville, TN
On behalf of **George Johnson**, Union alleges that the Company violated **Article 5, Article 25, Section 5(E) and all that apply**, claiming Article 25, Section 5(E) is clear language that states that an employee who retires shall be paid accrued and unused vacation upon the employees retirement. An employee can only accrue vacation time in the very year that the employee is working. The grievant is owed his accrued vacation for 2010. Senior grievant worked 9.01 hours that day. The Union requests the grievant's 2010 accrued vacation time.
- NUPSF-11-20: Local 519 v. UPSF, Knoxville, TN
On behalf of **John Pinchack**, Union alleges that the Company violated **Article 5**, claiming the Company changed the grievant's bid start time by two (2) hours and the junior employees start time by 3.5 hours and as a result the senior grievant was dispatched with 6.5 hours of city work and the junior employee was dispatched with ten (10) hours of city work. The junior employee worked 11.01 hours that day and the senior grievant worked 9.01 hours that day. The Union requests two (2) hours at overtime rate of pay.
- NUPSF-11-21: Local 512 v. UPSF, Jacksonville, FL
On behalf of **Teamsters Local Union 512**, Union alleges that the Company violated **Article 40**, claiming the Company moved runs from Jacksonville resulting in layoffs from Jacksonville road board, the Company has not allowed drivers to follow work.
- NUPSF-11-22: Local 385 v. UPSF, Ocoee, FL
On behalf of **Ed Muntz**, Union alleges that the Company violated **Article 44 and all that apply**, claiming the Company cannot subcontract when road drivers are on layoff. (07/01/2010)
- NUPSF-11-23: Local 385 v. UPSF, Ocoee, FL
On behalf of **Ed Muntz**, Union alleges that the Company violated **Article 44 and all that apply**, claiming the Company cannot subcontract when road drivers are on layoff. (06/16/2010)
- NUPSF-11-24: Local 385 v. UPSF, Ocoee, FL
On behalf of **Alex Farkas**, Union alleges that the Company violated **Articles 5, 29, 44 and all that apply**, claiming the

Company cannot subcontract when road drivers are on layoff to keep them from getting their weekly guarantee of forty (40) hours. (09/23/2010)

NUPSF-11-25:

Local 988 v. UPSF, Houston, TX

On behalf of **George Koch**, Union alleges that the Company violated **Article 40**, claiming the Company should have had a change of operations and should have allowed a driver from Houston, TX to follow the work to San Antonio, TX and dovetail in his appropriate seniority slot.

NUPSF-11-26:

Local 988 v. UPSF, Houston, TX

On behalf of **Teamsters Local Union 988**, Union alleges that the Company violated **Article 5, Section 1 and Article 21, Section 2**, claiming the Company needs to honor seniority and allow its full time employees to work ahead of part timers.

CENTRAL REGION

NEW CASES

- NUPSF-11-27: Local 41 v. UPSF, Kansas City, KS
On behalf of **Romesh Moodaley**, Union alleges that the Company violated **Article 41**. On 08/20/2010, Michael King ran rails to the rail yard after the grievant was on the clock at 6 a.m. The grievant has seniority over Mr. King. Therefore, the grievant should have done the work. The Union requests four (4) hours and time and one-half.
- NUPSF-11-28: Local 705 v. UPSF, Palatine, IL
On behalf of **Teamsters Local Union 705**, Union alleges that the Company violated **Article 34**. The Company (UPSF) will not accept and comply with the decision or settlement of the Union bodies pursuant to Article 34.

EASTERN REGION

NEW CASES

- NUPSF-11-29: Local 375 v. UPSF, Tonawanda, NY
On behalf of **Dave Zeck**, Union alleges that the Company is in violation of **Articles 16, 21, and all that apply**, claiming that the company has not returned the grievant to work after being cleared by his doctor and the Company's doctor, and the Union requests the grievant be put back to work and paid all lost wages and benefits from August 4, 2010 until put back to work.
- NUPSF-11-30: Local 776 v. UPSF, Mechanicsburg, PA
On behalf of **all affected employees**, Union alleges that the Company is in violation of **Article 44**. The work being sub-contracted violates Article 44 and creates a loss of work that was and could be performed by the bargaining unit employees at the Harrisburg service center.

WESTERN REGION

NEW CASES

- NUPSF-11-31: Local 104 v. UPSF, Phoenix, AZ
On behalf of **M. Peterson on behalf of T. Moeller & D. Gower**, Union alleges that the Company violated **Articles 43 and 44**. The Company violated the provisions of Article 43 when they cut the second portion of the teams bid schedule and serviced the schedule with rail including the return schedule. The Union requests 1,136 miles each.
- NUPSF-11-32: Local 70 v. UPSF, San Leandro, CA
On behalf of **all affected employees**, Union alleges a violation of **Article 44**, claiming the Company notified Union on May 7, 2010 that on June 6, 2010 they were going to cut SLO to Chambers, AZ turns from 3 and 2 trips per week down to 2 and 1 trips per week and put those loads on the rail. The Union requests the Company discontinue this practice and all affected to be made whole in every way.
- NUPSF-11-33: Local 431 v. UPSF, Fresno, CA
On behalf of **Steve Bates**, Union alleges a violation of **Article 5 and all that apply**, claiming on June 15, 2010 Steve Bates was not offered work in seniority order. The Union requests that the Company make Steve Bates whole for all lost wages and benefits and a cease and desist.
- NUPSF-11-34: Local 104 v. UPSF, Phoenix, AZ
On behalf of **Matt Peterson on behalf of the senior affected employees**, Union alleges that the Company violated **Articles 43 and 44**. The Company has dispatched loads with a ground carrier while utilizing the rail on return freight and not offering the work to the bargaining unit employees.
- NUPSF-11-35: Local 631 v. UPSF, Las Vegas, NV
On behalf of **Emmanuel Neri**, Union alleges that the Company violated **Article 17**. The Company violated the collective bargaining agreement when it had pre-seniority employee working ahead of seniority employees.
- NUPSF-11-36: Local 63 v. UPSF, Los Angeles, CA
On behalf of **Victor Gonzalez**, Union alleges a violation of **Articles 5 and 25**, claiming the Company did not pay medical causing member to have an unpaid claim in the amount of \$2,502.00.

- NUPSF-11-37: Local 63 v. UPSF, LAX, Fontana, Rialto, Commerce, CA
On behalf of **all affected employees**, Union alleges a violation of **Article 18, Section 2**, need the interpretation of National Case NUPSF-10-108 heard in October 2010. The Company is not abiding by decision.
- NUPSF-11-38: Local 104 v. UPSF, Phoenix, AZ
On behalf of **Matt Peterson on behalf of all affected employees**, Union alleges that the Company violated **Article 44**. The Company is in violation of Article 44 when they utilized sub-contractors for schedules from Phoenix to Memphis and return schedules from Memphis to Phoenix and failed to utilize bargaining unit employees.
- NUPSF-11-39: Local 104 v. UPSF, Phoenix, AZ
On behalf of **Matt Peterson on behalf of all affected employees**, Union alleges that the Company violated **Articles 18 and 43**. During the Christmas holiday work plan the Company cancelled sleeper teams bids and utilized the rail system for origin and return schedules on the teams regularly scheduled work days and placed teams on extra-board diminishing their earnings and others whom were affected by this action. Furthermore, the following New Years Day Holiday week, the Company dispatched teams on the first bid day of the week. However, dispatched teams to Santa Rosa in lieu of the bid destination of Kansas City and utilized the rail diminishing the teams earnings in both Phoenix and Kansas City.
- NUPSF-11-40: Local 690 v. UPSF, Spokane, WA
On behalf of **Roger Shmidt, Mark Hensch and Mike Schreindl**, Union alleges that the Company violated **Article 5, Sections 1(E) and 3**. On 04/20/2010, 05/19/2010 and 07/02/2010, extra work was generated in Spokane, WA center and a Hermiston, OR driver was sent with empty trailers to Spokane and took the work back to Hermiston, OR, over 150 miles one way the work has always been out of Spokane and now it is being done by Hermiston driver. The Union requests \$963.47.