

**TEAMSTERS NATIONAL UPS FREIGHT
GRIEVANCE COMMITTEE**

March 7 – 9, 2012

DOCKET

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

9:00 A.M.

CASES CARRIED OVER:

- 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-10-075: 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-10-129: 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 **Articles 5, 18, 21, 29 and all that apply**, claiming that the grievant is a senior full time employee who lost his CDL. Casual employees are working the Dock in non-driving duties and the grievant who has seniority is not allowed to work ahead of casuals. The Union requests the grievant be allowed to work before casuals and that he be made whole for all lost wages and benefits.
- 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-11-25: 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. **(REDOCKETED)**

- NUPSF-11-49: Local 200 v. UPSF, Milwaukee, WI
On behalf of **David Friske**, Union alleges that the Company violated **Article 21, Section 2**. According to the contract if an employee's operating privilege is taking away without termination cause, the Company is to provide non-CDL job opportunities without loss of seniority. The grievant would like to return to work as soon as possible, he has been cleared by his own doctors to return to work. Please make David Friske whole. He should receive driver's pay while working and back pay for time lost.
- NUPSF-11-51: Local 776 v. UPSF, Mechanicsburg, PA
On behalf of **all affected**, Union alleges that the Company is in violation of **Holiday MOU**, claiming that the Company did not pay teams that worked on the July 4th Holiday correctly. The Union requests that all affected be made whole for all lost wages and benefits.
- NUPSF-11-52: Local 776 v. UPSF, Mechanicsburg, PA
On behalf of **all affected members**, the Union alleges that the Company violated **Article 5**, claiming that the Local Cartage employees that had CDL license before ratification should be forced to maintain their CDL or DOT card. The Union requests the Company cease and desist this practice.
- NUPSF-11-63: Local 745 v. UPSF, Irving, TX
On behalf of **Gary Loyd and David Calhoun**, Union alleges a violation of **Article 18**, claiming five (5) day work week M-F or T-S, current bid is two (2) days a week. The Union requests to have full week of work, five (5) days a week.
- NUPSF-11-64: Local 745 v. UPSF, Garland, TX
On behalf of **Bryan Meador**, Union alleges a violation of **Articles 26 and 29**, claiming insurance not paying medical refill. The Union requests \$45.00 and \$72.00.
- NUPSF-11-65: Local 528 v. UPSF, Ringgold, GA
On behalf of **Stan Lee**, Union alleges a violation of **Article 44**, claiming Mr. Lee's bid run was cancelled and he did not run on the day in question. Contract carrier on regular schedule should have been cut not Mr. Lee's run. The Union requests to be made whole for bid run.

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 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-10-034: 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 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 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.
- 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 SRTUPSGC 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-11-10: 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-11-13: 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-11-22: 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-11-26: 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.

- 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.
- 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-11-34: 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-11-38: 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-11-50: Local 705 v. UPSF, Palatine, IL
On behalf of **Teamsters Local Union 705**, Union alleges that the Company violated **Article 29**, claiming the Company has violated the CBA by forcing Local 705 bargaining unit employees employed as drivers to perform non-bargaining unit work with the threat of reducing the employee's Workers Compensation Benefits if they refuse to perform non-bargaining unit Temporary Alternate Work.
- NUPSF-11-54: Local 707 v. UPSF, Bayshore, NY
On behalf of **Anthony Salvatore**, Union alleges that the Company is in violation of **Article 18, Section 2 and all that apply**, claiming that the Company did not pay Brother Salvatore, who is a full-time employee holding a bid job, his eight (8) hours pay for work on January 4, 2011 and on January 6, 2011. The Union requests the grievant be paid for all lost wages and benefits.

SOUTHERN REGION

NEW CASES

- NUPSF-12-01: Local 79 v. UPSF, Tampa, FL
On behalf of **Randall Pierce**, Union alleges that the Company violated **Articles 5, 21 and 26**, claiming that the contract states if an employee loses his driving privilege for reasons other than a dischargeable offense, the employee will be given work in non-CDL (dock only) positions. The Company has non-CDL positions (dock) in Tampa, FL. The grievant already worked in this position (non-CDL) for approximately 5½ months prior to Company disqualifying him. The grievant took insulin for those 5½ months. The Union requests \$1,142.40 as of 10/05/11 and counting (\$23.80 hr. rate).
- NUPSF-12-02: Local 79 v. UPSF, Tampa, FL
On behalf of **Mike Ranocchia**, Union alleges that the Company violated **Articles 29, 40, 43 and 44**, claiming this is two-way freight, that was also previously run by bargaining unit employees and is requesting that it comes back to the bargaining unit as a Tampa to Gaffney to Tampa lay over. There is currently another one of these exact runs in place in Tampa. Can't be one-way freight as Company claims if they're already running an exact same run from Tampa to Gaffney to Tampa.
- NUPSF-12-03: Local 480 v. UPSF, LaVergne, TN
On behalf of **Shaun Andrews**, Union alleges that the Company violated **Articles 5, 18, 20, 26, 38 and all that apply**, claiming that on 8/24/11 the Company ran a PDH driver to NSH empty to pull extra loads to Memphis. On arrival in MEM the PDH driver pulled empties back to PDH. The grievant was rested and available for dispatch but was not offered work. The Union requests \$334.28.
- NUPSF-12-04: Local 480 v. UPSF, LaVergne, TN
On behalf of **Shaun Andrews**, Union alleges that the Company violated **Articles 5, 18, 20, 26, 38 and all that apply**, claiming that on 7/5/11 the Company dispatched a PDH extra driver to pull loads from NSH to MEM when the grievant was rested and available for dispatch. On arrival in MEM the PDH extra driver was dispatched home with empties. The Union requests the grievant be paid \$321.33 for this improper dispatch.
- NUPSF-12-05: Local 480 v. UPSF, LaVergne, TN
On behalf of **Steve Pitt**, Union alleges that the Company violated **Articles 5, 18, 20, 26, 29, 38 and all that apply**, claiming the grievant is a NSH extra board driver. He was rested and available for dispatch and should have been utilized to pull

extra loads from NSH to MEM prior to deadheading a BLG driver to NSH to pull loads to MEM. When the BLG driver arrived in MEM he was dispatched from MEM to BLG with empty trailers. The Union requests \$321.33.

- NUPSF-12-06: Local 480 v. UPSF, LaVergne, TN
On behalf of **Tim Reasonover**, Union alleges that the Company violated **Articles 5, 18, 20, 26, 38 and all that apply**, claiming that on 4/27/11 the Company ran a PDH driver to NSH empty to pull extra loads to Memphis. On arrival in MEM the PDH driver pulled empties back to PDH. The grievant was rested and available for dispatch but was not offered work. The Union requests \$316.11.
- NUPSF-12-07: Local 728 v. UPSF, Atlanta, GA
On behalf of **Michael A. Brown**, Union alleges that the Company violated **Article 5 and all that apply**, claiming all opportunity for premium pay should be offered by seniority. The Union requests one (1) hour at overtime rate of pay.
- NUPSF-12-08: Local 988 v. UPSF, Houston, TX
On behalf of **Jose Alejandro**, Union alleges that the Company violated **Article 5**, claiming the grievant is senior to employee presently fueling trucks, and should be given the job of fueling.
- NUPSF-12-09: Local 528 v. UPSF, Ringgold, GA
On behalf of **Ken Goins**, Union alleges that the Company violated **Article 44**, FedEx Custom Critical delivered shipment from the Ringgold, GA Terminal to a customer in Marietta, GA. UPS Freight management told customer that they could not make service. The Union requests all lost wages and benefits.
- 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. **(REDOCKETED)**
- NUPSF-11-10: Local 667 v. UPSF, Memphis, TN
On behalf of **Mark Hall**, Union alleges that the Company violated **Article 5, Section 1-D, Article 18, Section 3, Articles 29 and 41**, claiming the grievant should be paid over-time at the end of the work day for all time work in cartage and stop the practice as by working road drivers the Company is diminishing cartage work. The Union requests 7.45 hours at over-time rate.

CENTRAL REGION

NEW CASES

- NUPSF-12-11: Local 600 v. UPSF, St. Louis, MO
On behalf of **Myles Khoary**, Union alleges that the Company violated **Article 5**. The Union is grieving that Local Cartage workers on inbound/mini-hub shift with less seniority are being scheduled one hour before me when out bid times are the same. This violates the seniority rights. The Union requests to be offered the 11pm start time.
- NUPSF-12-12: Local 710 v. UPSF, South Holland, IL
On behalf of **Tom Coffey**, Union alleges that the Company violated **Article 44**. UPS Freight violated the CBA by cutting run SOH 047 and subcontracting work. The Union requests run to be reinstated and drivers to be made whole for all losses.
- NUPSF-12-13: Local 710 v. UPSF, South Holland, IL
On behalf of **Tom Coffey**, Union alleges that the Company violated **Article 44**. UPS Freight violated the CBA by cutting run SOH 053 and subcontracting work. The Union requests run to be reinstated and drivers to be made whole for all losses.
- NUPSF-12-14: Local 710 v. UPSF, South Holland, IL
On behalf of **Tom Coffey**, Union alleges that the Company violated **Article 44**. UPS Freight violated the CBA by cutting run SOH 305 and subcontracting work. The Union requests run to be reinstated and drivers to be made whole for all losses.
- NUPSF-12-15: Local 406 v. UPSF, Cadillac, MI
On behalf of **Robert Cieslak**, Union alleges that the Company violated **Article 26**. The Union is grieving that the Company reduced the grievant's pay when going from a casual to full-time employee with the Company. The Union requests the grievant to be made whole.

EASTERN REGION

NEW CASES

- NUPSF-12-16: Local 391 v. UPSF, Wilmington, NC
On behalf of **Mike Marshburn**, Union alleges that the Company is in violation of **Article 25, Section 1**, claiming that grievant Marshburn was in progression for the dock and his local driving. He is a combination dock/city worker. Company moved his rate of pay from \$17.20 back to \$16.13. The grievant should be red circled as the contract states.
- NUPSF-12-17: Local 641 v. UPSF, Carlstadt, NJ
On behalf of **Robert S. Popovitch**, Union alleges that the Company is in violation of **Articles 43 and 44**, claiming that the Company continues to use sub-contractors both road and local cartage, while reducing bids, trips or runs, that resulted in layoffs. The Union requests all lost wages and benefits.
- NUPSF-12-18: Local 641 v. UPSF, Moonachie, NJ
On behalf of **Jan Katz**, Union alleges that the Company is in violation of **Articles 43 and 44**, claiming that the Company continues to use sub-contractors both road and local cartage, while reducing bids, trips or runs, that resulted in layoffs. The Union requests all lost wages and benefits.
- NUPSF-12-19: Local 707 v. UPSF, Montgomery, NY
On behalf of **Teamsters Local 707 on behalf of all affected members**, Union alleges that the Company is in violation of **Articles 29, 44, and all that apply**, claiming that the Company is subcontracting work in the road classification to subcontractors, work formally performed by the NBR road drivers on meet turns at Dubois, PA (Bid #NBR 042) who are moving loads from NBR to Columbus, Ohio (CMS), Memphis, TN and points West, in both directions. The Union requests all lost wages and benefits.
- NUPSF-12-20: Local 707 v. UPSF, Montgomery, NY
On behalf of **Teamsters Local 707 on behalf of all affected members**, Union alleges that the Company is in violation of **Articles 29, 44, and all that apply**, claiming that the Company is subcontracting work in the road classification to subcontractors, work formally performed by the NBR road drivers on meet turns at Brookville, PA (Bid #NBR 017) who are moving loads from NBR to Columbus, Ohio (CMS), in both directions. The Union requests all lost wages and benefits.

WESTERN REGION

NEW CASES

- NUPSF-12-21: Local 104 v. UPSF, Phoenix, AZ
On behalf of **Richard Shannon on behalf of Tom Kossak**, Union alleges that the Company violated **Article 25, Section 5**. Tom Kossak was not paid pro-rated vacation which he earned from January 1 through May 31, 2011, when he worked and/or was paid for 94 reports.
- NUPSF-12-22: Local 104 v. UPSF, Phoenix, AZ
On behalf of **Manny Franco, et al.**, Union alleges a violation of **Articles 5, 18, 29 and 41**, claiming the Company has broken the agreement of geographical bid routes by separating the Prescott bid route into two (2) separate bids comprising a Monday-Wednesday-Friday and Tuesday-Thursday bids.
- NUPSF-12-23: Local 439 v. UPSF, Lathrop, CA
On behalf of **Jose Nunez, et al.**, Union alleges a violation of **Articles 5, 7 and 34**, request UPSF cease subcontracting work from Stockton rail yard. Subcontractors performed eight (8) round trips Stockton rail yard to Lathrop terminal back to rail yard. Each round trip is about one (1) hour of work. This is work that local P&D drivers can perform. The Union requests eight (8) hours.
- NUPSF-12-24: Local 431 v. UPSF, Fresno, CA
On behalf of **Steve Bates**, Union alleges a violation of **Article 18, Section 3**, claiming Steve Bates is an extra board driver with a 4am start time Tuesday-Thursday at the FRE terminal in Fresno, CA. On Sunday, 7/3/11 Steve was on a line run returning from Reno, NV and was not paid the overtime rate of pay. The Union requests all lost wages and benefits.
- NUPSF-12-25: Local 431 v. UPSF, Fresno, CA
On behalf of **Mike Prothro**, Union alleges that the Company violated **Articles 5, 18 and 20**. On 7/26/11 Mike Prothro was not offered other line work when his run was cancelled. Mike's bid work was assigned to a RIA Extra Board Alfonso Perez. It is the Union's position that the work performed by Alfonso Perez was Mike Prothro's bid work. The Union requests all lost wages and benefits.

- NUPSF-12-26: Local 952 v. UPSF, Fullerton, CA
On behalf of **Darold Leopold**, Union alleges that the Company violated **Articles 5, 18 and all that apply**. The Company violated the Collective Bargaining Agreement by giving unscheduled extra ad hoc work generated by the OCY Terminal bound for Fresno on 8/25/11 to a driver from another terminal after Donald Leopold an extra board driver at the OCY Terminal was offered and accepted said work. The Union requests that the grievant be paid for all lost wages and be made whole in every way. The Company to cease and desist this unfair practice.
- NUPSF-12-27: Local 186 v. UPSF, Simi Valley, CA
On behalf of **Jason Peterson**, Union alleges that the Company violated **Article 5 and all that apply**. Two (2) 10% drivers both work perform P&D work on 9/26/11. Junior employee gets back in earlier than senior. He is given dock work, when senior 10%'r arrives at terminal, he requested any available work. He was sent home allowing junior employee to make 2.50 hours more. Both had over eight (8) hours work that day. The Union requests 2.50 hours at the overtime rate.
- NUPSF-12-28: Local 542 v. UPSF, San Diego, CA
On behalf of **Joseph Humes**, Union alleges that the Company violated **Article 5, Section 1**, claiming the Company violated Article 5 on several different occasions brother Humes was denied work over a casual. The Union requests difference of lost wages and benefits.
- NUPSF-12-29: Local 431 v. UPSF, Fresno, CA
On behalf of **Robert Lopez**, Union alleges that the Company violated **Articles 5**. On 11/1/11 a San Jose Extra Board driver bringing in empty trailers and taking out loaded trailers that originated in the FRE terminal. This is FRE bargaining unit work. It is the Union's position that the work performed by foreign driver Enrique Zarate should have been performed by Robert Lopez. The Union requests all lost wages and benefits.