

**TEAMSTERS NATIONAL UPS FREIGHT
GRIEVANCE COMMITTEE**

June 5-8, 2012

DOCKET

**PROVIDENCE BILTMORE
11 DORRANCE STREET
PROVIDENCE, RI**

5:00 P.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-10-129: 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-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-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-12-16: 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-12-23: 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-12-26:

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.

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-10-031: 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-10-034: 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-10-124: 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-10-133: 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 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-11-10: 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-11-49: 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-11-50: 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.
- 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.

EASTERN REGION

NEW CASES

- NUPSF-12-30: Local 641 v. UPSF, Carteret, NJ
On behalf of **Juan Lopez**, Union alleges that the Company violated **Article 5, Sections 1A, 2 and 4**, claiming that the grievant was denied the opportunity to bump, no available work at 9:30 start, requested the 2:00 PM bid start in seniority and was denied. The Union requests the grievant be made whole for all lost wages and benefits.
- NUPSF-12-31: Local 294 v. UPSF, Albany, NY
On behalf of **John Burns**, Union alleges that the Company violated **Article 26 and all others that apply**, claiming the Company refused to pay the grievant for time spent at an accident. The Union requests that the grievant be made whole for two (2) hours.

CENTRAL REGION

NEW CASES

- NUPSF-12-32: Local 710 v. UPSF, South Holland, IL
On behalf of **Tom Coffey**, Union alleges that the Company violated **Article 44**. The Union is grieving that UPS Freight violated Collective Bargaining Agreement by cutting run SOH 038 and subcontracting work. The Union requests run to be reinstated and drivers to be made whole for all losses.
- NUPSF-12-33: Local 17 v. UPSF, Grand Junction, CO
On behalf of **Phillip DeGroot**, Union alleges that the Company violated **Articles 5 and 34**. UPS Freight allowed a driver from a different Local Union and different jurisdiction/classification to bump the grievant from his full-time P&D job. The Union requests compensation of lost pay and honor jurisdictional rules within contract.
- NUPSF-12-34: Local 705 v. UPSF, Palatine, IL
On behalf of **Teamsters Local Union 705**, Union alleges that the Company violated **Articles 5 and 44**. UPS Freight subcontracted Local 705 bargaining unit work to Local 710 employees which diminished Cartage employee's work. The Union requests all Local 705 bargaining unit employees that were affected to be paid for all hours worked by Local 710 employees including overtime.
- NUPSF-12-35: Local 710 v. UPSF, South Holland, IL
On behalf of **Brian Lillie**, Union alleges that the Company violated **Article 18**. The Union requests that work performed on Sunday should have been paid at time and one-half rate of pay.

WESTERN REGION

NEW CASES

- NUPSF-12-36: Local 174 v. UPSF, Kent, WA
On behalf of **Dale Higgins**, Union alleges that the Company is in violation of **Articles 5 and 18**, claiming that the Company is in violation of Article 5 and all others that apply when the grievants bid route and gives it to a less senior P&D driver.
- NUPSF-12-37: Local 186 v. UPSF, Oxnard, CA
On behalf of **Alfredo Barba**, Union alleges that the Company is in violation of **Article 5**, claiming that central dispatch sent a Simi Valley road driver to the Oxnard terminal with empties, pulled Oxnard volume to Fontana, pulled 2 empties to Los and returned to Simi Valley with no volume. This work should have been offered to available and qualified employees at Oxnard. The Union requests \$184.08.
- NUPSF-12-38: Local 70 v. UPSF, San Leandro, CA
On behalf of **Edward Newton**, Union alleges that the Company is in violation of **Article 5**, claiming that the senior unassigned employees from the Local Cartage have the 1st right of acceptance for extra work in other classifications. Over-the-road is not being offered by seniority.

SOUTHERN REGION

NEW CASES

- NUPSF-12-39: Local 480 v. UPSF, LaVergne, TN
On behalf of **Teamsters Local 480**, Union alleges that the Company violated **Articles 2, 25, 26, 29, 40, 44 and all that apply**. On 1/23/12, the Company improperly abolished a Nashville to Memphis turn bid and subcontracted this established work. The Company is in violation of Article 44 of the Collective Bargaining Agreement by subcontracting established work at the Nashville Service Center. The Union requests to be made whole.
- NUPSF-12-40: Local 480 v. UPSF, LaVergne, TN
On behalf of **Teamsters Local 480**, Union alleges a violation of **Articles 2, 25, 26, 29, 40 and all that apply**. On 1/9/2012, the Company abolished a bid from Nashville to Memphis and return and added a Nashville turn bid to the Memphis linehaul operations without a proper change of operations. Company did not comply with Article 40 of the Collective Bargaining Agreement prior to moving established work from the Nashville Service Center to the Memphis Service Center. The Union requests to be made whole.
- NUPSF-12-41: Local 217 v. UPSF, Jackson, TN
On behalf of **James Lindsey**, Union alleges a violation of **Article 44**. On 1/9/2012, the Company cut and subcontracted the run JKT010 in September 2011. This run has been serviced by Overnite and UPS Freight historically for over six (6) years. The Company's decision to subcontract this run violates Article 44 of IBT/UPS Freight Agreement.
- NUPSF-12-42: Local 745 v. UPSF, Irving, TX
On behalf of **Visente Rios and Billy James**, Union alleges a violation of **Article 5**, claiming the Company put our scheduled run on the rail and allowed junior team to run. The Union requests compensation for one (1) trip to ZEP, 1240 miles.
- NUPSF-12-43: Local 79 v. UPSF, Tampa, FL
On behalf of **Mike Ranocchia**, Union alleges a violation of **Articles 29, 40, 43 and 44**, claiming this is the two-way freight, that was also previously run by bargaining unit employees and 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.