

**TEAMSTERS NATIONAL UPS FREIGHT
GRIEVANCE COMMITTEE**

June 3 – 6, 2014

DOCKET

**THE BOSTON PARK PLAZA HOTEL & TOWERS
50 PARK PLAZA AT ARLINGTON STREET
BOSTON, MA**

5:00 P.M.

CASES CARRIED OVER:

- 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-10-031: 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-10-057: 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-10-097: 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-10-124: 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-11-13: 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-11-34: 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.
- 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-12-33: 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-13-12: Local 104 v. UPSF, Phoenix, AZ
On behalf of **Richard Shannon**, Union alleges that the Company is in violation of **Article 27, Section 3.2**, claiming that the Company failed to compensate employee for time spent to and from and a the testing facility.
- NUPSF-13-15: Local 174 v. UPSF, Tukwila, WA
On behalf of **Local 174 et al.**, Union alleges that the Company is in violation of **Article 44 and all that apply**, claiming that the Company subcontracting P&D bargaining unit work.
- NUPSF-13-27: Local 480 v. UPSF, Lavergne, TN
On behalf of **Teamsters Local Union 480**, Union alleges a violation of **Articles 20, 29, Article 30 Section 1 and all that apply**. Local Cartage employees are allowed 30-60 minutes meal period to be taken within the 3rd and 6th hour of duty pursuant to Article 30 of the CBA. In addition it has the practice at the Lavergne SC that Local Cartage employees may take two (2) ten (10) minute breaks during an eight (8) hour shift.
- NUPSF-14-02: Local 612 v. UPSF, Trussville, AL
On behalf of **Tim Townley**, Union alleges that the Company is in violation of **Article 5**, claiming that the junior laid off road driver

performed work that the grievant was not offer. The Union requests that the grievant be made whole by paying three and one-half (3 ½) hours that was given to a laid off road driver working at bottom of seniority board, out of classification and this improper practice be cease and desist.

- NUPSF-14-04: Local 745 v. UPSF, Irving, TX
On behalf of **Bill Sweere**, Union alleges that the Company is in violation of **Articles 29 and 26**, claiming that road drivers should be able to make a turn when he/she runs to Lubbock. There is no D.O.T. violation.
- NUPSF-14-15: Local 385 v. UPSF, Ocoee, FL
On behalf of **Dennis Cashman**, Union alleges a violation of **Article 5**, claiming the Company is making preferred schedules for casuals Company is not allowing full-time employees to work extra work but giving all extra hours to casuals at overtime rate.
- NUPSF-14-16: Local 385 v. UPSF, Ocoee, FL
On behalf of **Edwin Carreras**, Union alleges a violation of **Article 5 and MOU**, claiming the Company is not complying with the MOU between parties.
- NUPSF-14-17: Local 385 v. UPSF, Ocoee, FL
On behalf of **Mark Lewis**, Union alleges a violation of **Article 5**, claiming the Company is not allowing full-time employee to work first. Giving all extra work hours to casuals first at overtime rate.
- NUPSF-14-18: Local 385 v. UPSF, Ocoee, FL
On behalf of **Mark Lewis**, Union alleges a violation of **Article 5**, claiming the Company is not allowing full-time employee to work first in his classification.
- NUPSF-14-22: Local 413 v. UPSF, Columbus, OH
On behalf of **Calvin Parker**, Union alleges that the Company violated **Article 9**, claiming on July 31, 2013, the grievant was told that he would receive a letter for restitution for damaged freight. The Union requests that the letter to be rescinded as the grievant never damaged any freight on purpose and never would.

EASTERN REGION

NEW CASES

NUPSF-14-29:

Local 229 v. UPSF, Old Forge, PA

On behalf of **Dave Baigis/Roberty Krasley**, the Union alleges a violation of **Article 18, Sections 2-3 and all that apply**. The Company did not pay the proper overtime/premium rate of pay for the grievants' work performed on Sundays. The Union requests the grievants be paid \$208.05/206.17 for all hours worked on Sunday.

CENTRAL REGION

NEW CASES

NUPSF-14-30: Local 710 v. UPSF, South Holland, IL
On behalf of **Shulawn M. Tate**, Union alleges that the Company violated **Article 5, Section 4**, that the grievant qualified for T-Conn clerk position and denied the opportunity to work in that job classification. The Union requests the grievant be allowed to work in T-Conn clerk position.

WESTERN REGION

NEW CASES

- NUPSF-14-31: Local 81 v. UPSF, Portland, OR
On behalf of **all P&D and Dock Employees of Local Union 81**, Union alleges that the Company violated **Article 7 and all that apply**, claiming that specifically on March 5, 2014 and 45 days back until adjudicated, the Company is not maintaining 15 minute breaks for all P&D and Dock employees. The Union requests that the Company maintain the 15 minute break as they have done for the past 5 years and time sheets & DIAD information for P&D and Dock from March 5, 2014 and 45 days back.
- NUPSF-14-32: Local 81 v. UPSF, Portland, OR
On behalf of **all employees and Jerome Broussard** Union alleges that the Company violated **Articles 5, 7 and all that apply**, claiming that the grievant be allowed to use the Company equipment for practice to obtain CDL on own time.

SOUTHERN REGION

NEW CASES

- NUPSF-14-33: Local 745 v. UPSF, Garland, TX
On behalf of **Wamon Hock**, Union alleges that the Company violated **Article 46**, claiming that the supervisor performing bargaining unit work. The Union requests two (2) hours penalty pay at \$22.35 for Michael Rodriguez.
- NUPSF-14-34: Local 745 v. UPSF, Irving, TX
On behalf of **William Dawson**, Union alleges that the Company violated **Article 5**, claiming that the foreign driver to San Antonio, while domicile drivers stayed home. The Union requests pay to the affected road drivers on Dallas extra board.
- NUPSF-14-35: Local 769 v. UPSF, Miami, FL
On behalf of **Carlos Magadan**, Union alleges that the Company violated **Article 18**, claiming that the grievant is working as a road driver on December 11th and 12th, 2012. He returns to the building and works P&D by taking a trailer to a customer. The grievant worked over eight hours counting his road work. The Company is not counting the hour on road when computing his over time for the purpose of hourly compensation.