

**TEAMSTERS NATIONAL UPS FREIGHT
GRIEVANCE COMMITTEE**

September 13-15, 2016

DOCKET

**HILTON INDIANAPOLIS
120 WEST MARKET STREET
INDIANAPOLIS, IN 46204**

5:00 P.M.

CASES CARRIED OVER:

- 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-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-15-46: Local 413 v. UPSF, Columbus, OH
On behalf of **Christopher J. Hensler**, the Union alleges a violation of **Article 29**. Maintenance of Standards, past practice. The idle shutdown is unsafe for the driver in the sleeper bunk trying to get sleep in hot and cold weather. The new Kenworth's have idle time of five (5) minutes truck #34872.
- NUPSF-16-15: Local 81 v. UPSF, Portland, OR
On behalf of **George Stokes and All Sleeper Driver Teams**, the Union alleges a violation of **Articles 7, 15 and 29**. Specifically on behalf of all sleeper teams domiciled in Portland, OR, Mr. Stokes is disputing the stated intent of the Company to reduce the idle times on all sleeper tractors to five (5) minutes even though all sleeper tractors are "certified clean idle" and are compliant with all state laws. This five (5) minute idle time will create an unsafe situation for drivers trying to get their federally mandated rest in the bunk. While at terminals, meet points or when the on duty driver is taking a break. The Union asking the Company to cease and desist from the action of five (5) minute idle time or have the Company retro fit with auxiliary power units for AC/Heaters.
- NUPSF-16-18: Local 776 v. UPSF, Mechanicsburg, PA
On behalf of **all affected members**, Union alleges that the Company violated **Article 44 and all that apply**. The Company is subcontracting of bargaining unit work (South Holland, IL). The Union requests the subcontracting be cease and desist and return work to the bargaining unit.

- NUPSF-16-19: Local 776 v. UPSF, Mechanicsburg, PA
On behalf of **all affected members**, the Union alleges that the Company violated **Article 44 and all that apply**. The Company is subcontracting loads between Las Vegas, NV and the Harrisburg, PA facilities and the Union feels that sufficient freight has been generated to provide return loads to the home domicile. The Union requests the subcontracting be cease and desist.
- NUPSF-16-21: Local 776 v. UPSF, Mechanicsburg, PA
On behalf of **all affected members**, the Union alleges that the Company violated **Article 44 and all that apply**. The Company is subcontracting of bargaining unit work (Dallas, TX). The Union requests subcontracting be cease and desists and return work to the bargaining unit.
- NUPSF-16-22: Local 776 v. UPSF, Mechanicsburg, PA
On behalf of **all affected members**, the Union alleges that the Company violated **Article 44 and all that apply**. The Company is subcontracting of bargaining unit work (San Leandro, CA). The Union requests subcontracting be cease and desists and return work to the bargaining unit.
- NUPSF-16-23: Local 585 v. UPSF, Meadowlands, PA
On behalf of **Charles W. Nimal, Jr.**, the Union alleges that the Company violated **Article 18, Section 2 and all that apply**. The Union requests premium pay was negotiated at time and one half for the seventh consecutive day, and double time if the seventh day is Sunday. The premium is not exclusive to just hours worked, but should include mileage.
- NUPSF-16-26: Local 600 v. UPSF, St. Louis, MO
On behalf of **St. Louis part-time dock worker**, Union alleges that the Company violated **Article 5 and all that apply**. Interpretation Article 5, Section (1) (f) (8) overlapping of shifts. The Union requesting four (4) full-time positions over on-going abuse.

CENTRAL REGION

NEW CASES:

- NUPSF-16-38: Local 651 v. UPSF, Lexington, KY
On behalf of **Bryan Leach, Scott Williams, Samuel Smith and Kevin Rogers**, Union alleges that the Company violated **Article 14, Section 40**, claiming the grievants being paid incorrectly, contract states that grievants should be paid \$17.25 an hour. The grievants are getting \$14.00 an hour.
- NUPSF-16-39: Local 600 v. UPSF, St. Louis and Sikeston, MO
On behalf of **Richard Stewart**, Union alleges that the Company violated **Article 9**, claiming the grievant accidentally punctured a drum while loading under a stack rack. Company requesting of 1600.00 in restitution for the damages. The Union requesting dismissal of restitution and removal of letter from file.
- NUPSF-16-40: Local 179 v. UPSF, Oswego, IL
On behalf of **Teamsters Local Union 179**, Union alleges that the Company violated **Article 5, Section F, Paragraph 8**, claiming the Company worked a combination of casual clerks at least fourteen (14) hours per day and continues to do it currently. They have reached the 45 out of 90 clause to put one (1) clerk on full-time.

WESTERN REGION

NEW CASES:

- NUPSF-16-41: Local 63 v. UPSF, Los Angeles, CA
On behalf of **C Timmons**, Union alleges that the Company violated **Article 5**. There's position open in LAS and it's non-union, can't transfer because the position have to be union position to transfer per Rob Acorn.
- NUPSF-16-42: Local 63 v. UPSF, Fontana, CA
On behalf of **John Macias**, Union alleges that the Company violated **Article 5, Section 7**, claiming that dockworkers seniority be given prime consideration and work to be offered by seniority.
- NUPSF-16-43: Local 63 v. UPSF, All Terminals, CA
On behalf of **all affected employees**, Union alleges that the Company violated **Article 30**. On swing shift we have been assigned lunches and breaks but jockey don't have assigned lunches and breaks. They take them whenever they want and also grave yard does not take their assigned break. We feel we are being singled out this is not right.

SOUTHERN REGION

NEW CASES:

- NUPSF-16-44: Local 745 v. UPSF, Garland, TX
On behalf of **Bryan Meador**, the Union alleges a violation of **Article 44** claiming Company subcontracted city work. The Union requests three (3) hours at driving rate.
- NUPSF-16-45: Local 745 v. UPSF, Irving, TX
On behalf of **Cody Borman**, the Union alleges a violation of **Article 29**, claiming for ten (10) years, we have been able to use single vacation days at our discretion. Eric Bridges is trying to change that. The Union requests to maintain the standard of the past practice when calling off work.
- NUPSF-16-46: Local 745 v. UPSF, Irving, TX
On behalf of **Chris Johnstone**, the Union alleges a violation of **Article 5** claiming the Company failed to call grievant in when junior employee worked. The Union requests seven (7) hours overtime.
- NUPSF-16-47: Local 745 v. UPSF, Irving, TX
On behalf of **David Lira, Jr.**, the Union alleges a violation of **Article 5** claiming casuals not working eight (8) hours and full time positions working extensive overtime. The Union requests casuals be held for eight (8) hours, Company subterfuge of the Collective Bargaining Agreement.
- NUPSF-16-48: Local 612 v. UPSF, Birmingham, AL
On behalf of **Steve Hannah**, the Union alleges a violation of **Articles 5 and all that apply** claiming run was given to foreign road driver. The Union requests 495 miles and to be made whole.
- NUPSF-16-49: Local 385 v. UPSF, Ocoee, FL
On behalf of **Teamsters Local Union 385**, the Union alleges a violation of **Article 26 and all that apply** claiming the Company has made unilateral changes in working conditions.