

**ERJAC Case Number** C-03-10

**Year Heard** 2010

**Committee** Committee A

**Local Union** 249 **and Company** ABF Freight System

**Grievant** Tim Brandon

**Article** **JAC Case Number**

**Regarding**

On behalf of Tim Brandon, Union alleges violation of Article 14(2) on November 16, 2009. Union seeks grievant be made whole claiming Company refusing modified work program.

**Decision Date** 1/26/2010

**Decision**

The Panel, in Executive Session, motion made, seconded and carried based on the facts presented and the contractual language, the claim of the Union is denied.

**Company Position**

N/A

**Union Position**

Company refusing modified work program for grievant.

**ERJAC Case Number** C-28-04

**Year Heard** 2004

**Committee** Committee A

**Local Union** 807                      **and Company** Berlin & Jones Co.

**Grievant** All Members

**Article** 01

**JAC Case Number**

**Regarding**

On behalf of all members, Union alleges violation of but not limited to, Article 1, on December 19, 2003.  
Union seeks all back pay and all Health & Pension contributions.

**Decision Date** 7/28/2004

**Decision**

The Panel, in Executive Session, motion made, seconded and carried based on the absence of testimony as a result of the non-appearance of the Employer the claim of the Union is upheld.

**Company Position**

Not in appearance.

**Union Position**

Rehire all members (drivers) with all back pay and all Health and Pension contributions.

**ERJAC Case Number** C-20-91

**Year Heard** 1991

**Committee** Subcontracting

**Local Union** 671 **and Company** Central Rigging & Contracting

**Grievant** All Affected Employees

**Article** 01, 21, 32, 43, 44

**JAC Case Number** 91-324

**Regarding**

Violation of Articles 1, 21, 32 43 & 44 of the NESFA & NMFA. Union requests that all affected employees be made whole from 2/1/91.

**Decision Date** 4/23/1991

**Decision**

The panel, based on the facts presented there is no violation of Article 32.

**Company Position**

There is no violation.

**Union Position**

Union requests that all affected employees be made whole from 2/1/91.

**ERJAC Case Number** C-28-03

**Year Heard** 2003

**Committee** Committee A

**Local Union** 707                      **and Company** ABF Freight System

**Grievant** Michael Catalano

**Article** 03

**JAC Case Number**

**Regarding**

On behalf of Michael Catalano, Union alleges violation of Article 3 on December 4, 2002. Union seeks grievant be credited for all time lost including health, welfare and pension claiming he was denied work. 1/27/03 - The Panel, in executive session, could not reach agreement. The case is deadlocked.

**Decision Date** 5/22/2003

**Decision**

The Eastern Region Joint Area Review Committee based upon a review of the transcripts and evidence ruled that the claim of the Union is denied.

**Company Position**

The grievant's application was rejected as he did not meet our minimum hiring standards.

**Union Position**

Mr. Catalano worked for C.F. and was laid off when C.F. closed their operation. Under Article 3 of the NMFA, Mr. Catalano only needed to qualify for employment and meet the minimum requirements. Local 707's position is Mr. Catalano met all the requirements and should have been offered work opportunity and be credited for all time lost including health, welfare and pension.

**ERJAC Case Number** C-2-03

**Year Heard** 2003

**Committee** Committee A

**Local Union** 677 **and Company** ABF Freight System

**Grievant** Maximo Canales

**Article** 03

**JAC Case Number**

**Regarding**

On behalf of Maximo Canales, Union alleges violation of Article 3 (2) on September 27, 2002. Union seeks grievant be made whole claiming he was the first Consolidated Freightways employee to apply for a job and was never called in for any work.

**Decision Date** 1/27/2003

**Decision**

The Panel, in Executive Session, motion made, seconded and carried the claim of the Union is denied.

### **Company Position**

The Company started processing the application as submitted by Mr. Canales. However, prior to our making a determination in regard to his qualification to be considered for employment, the grievance was issued. The alleged contract violation is noted for September 3rd, the same day the application was made. On October 11, 2002, our Personnel department in Fort Smith, AR formally rejected R.I. Canales' application.

### **Union Position**

Max was the first to apply for work and should have been offered work before any other applicant.

**ERJAC Case Number** C-4-03

**Year Heard** 2003

**Committee** Committee A

**Local Union** 707                      **and Company** ABF Freight System

**Grievant** Frank Roger

**Article** 03                                      **JAC Case Number**

**Regarding**

On behalf of Frank Roger, Union alleges violation of Article 3 during the month of September. Union seeks grievant be made whole for ABF denying his application for employment.

**Decision Date** 1/28/2003

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that based on the facts presented the claim of the Union is denied.

**Company Position**

The grievant applied for employment with ABF and was denied as per our minimum qualifications that are applied, and required, nationwide were not all met fully. Non-compliance with any one of these qualifications is cause for rejection.

**Union Position**

Frank Roger is a former CF drier who applied at ABF under Article 3 “Employees must meet the minimum hiring standard established by the Employer.” Frank was qualified for work by all the other carriers and should qualify for ABF as well. Frank should be afforded the opportunity to work at ABF.

**ERJAC Case Number** R-026-98

**Year Heard** 1998

**Committee** Committee A

**Local Union** 449 **and Company** Consolidated Freightways

**Grievant** James Bolton

**Article** 03

**JAC Case Number**

**Regarding**

On behalf of James Bolton, Union alleges violation of Article 3(2B) on March 14, 1998, Union claiming Company is using casuals outside the Conference.

**Decision Date** 4/20/1998

**Decision**

The panel, in executive session, motion made, seconded and carried that based on the facts in this instant case, the claim of the Union is denied.

**Company Position**

At time of dispatch the driver board at Buffalo was exhausted and Bolton was not eligible as he had booked off sick the previous day.

**Union Position**

Regular city and dock employees are being used as road casuals on the weekend. As casuals they cannot be sent out of conference (region).

**ERJAC Case Number** R-011-93

**Year Heard** 1995

**Committee** Committee B

**Local Union** 776                      **and Company** Carolina Freight Carriers

**Grievant** Dave Goudy

**Article** 03

**JAC Case Number** 2-93-4

**Regarding**

On behalf of Dave Goudy, Union alleges violation of Article 3, claiming Company used city man as a casual. 10/24/94 - Referred to National Grievance Committee.

**Decision Date** 4/25/1995

**Decision**

The Panel, in executive session, motion made, seconded and carried that based on the transcript, the claim of the Union is denied.

**Company Position**

Cincinnati man was a laid off city man and according to Central States contract he must be offered road work before casuals.

**Union Position**

Cincinnati casual driver ran into Carlisle in violation of the Agreement.



**ERJAC Case Number** C-49-00

**Year Heard** 2000

**Committee** Committee B

**Local Union** 71 **and Company** ABF Freight System

**Grievant** Moses Nivens (Attached list)

**Article** 03 **JAC Case Number**

**Regarding**

On behalf of Moses Nivens (attached list), Union alleges violation of Articles 3(2) on September 29, 1999, recall eligibility.

**Decision Date** 1/25/2000

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that based on the facts and evidence presented, the claim of Union is denied.

**Company Position**

The Company has no knowledge of Waddell, noted on the listing, being on the seniority list of another TMI carrier.

**Union Position**

It is the above members position that Brother Dole was recalled from layoff on September 30, 1999 and was employed as a regular employee for Yellow Freight. Therefore the Company is in violation of Article 3(2). Brother Dole should be end tailed with a seniority date of September 30, 1999.

**ERJAC Case Number** C-137-00

**Year Heard** 2000

**Committee** Committee B

**Local Union** 773                      **and Company** Roadway Express

**Grievant** Mike Grube

**Article** 03

**JAC Case Number**

**Regarding**

On behalf of Mike Grube, Union alleges violation of Article 3(4) on April 27, 2000. Union seeks grievant be made whole for management trainee unloading and recouping several pallets of freight.

**Decision Date** 7/25/2000

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that based on the facts presented in this instant case the claim of the Union is upheld for five (5) minutes for work performed by the management trainee.

**Company Position**

Just reloading a pallet of boxes that had fallen.

**Union Position**

Management is not to do bargaining unit work.

**ERJAC Case Number** C-134-95

**Year Heard** 1995

**Committee** Committee B

**Local Union** 470                      **and Company** Leaseway Personnel Corp.

**Grievant** John Ayling, William C. Popjoy

**Article** 03, 05, 40                      **JAC Case Number**

**Regarding**

On behalf of John Ayling and William C. Popjoy, Union alleges violation of Articles 3, 5, 40 (independent contract), claiming supervisory personnel perform jockey/hostler work; requesting compensation for lost work opportunity.

**Decision Date** 4/25/1995

**Decision**

The Panel, in executive session, motion made, seconded and carried that the claim of the Union is denied.

**Company Position**

The company is contracted to do only work that is given to it. It is the customer's right to move its own equipment.

**Union Position**

Employees of the company's customer are moving equipment. This is work that belongs to the company's local employees.

**ERJAC Case Number** R-19-91

**Year Heard** 1991

**Committee** Maintenance of Standards

**Local Union** 633 **and Company** Consolidated Freightways

**Grievant** All Manchester terminal employees

**Article** 03, 06, 40, 44, 46

**JAC Case Number**

**Regarding**

On behalf of all Manchester terminal employees, Union alleges violation of Articles 3, 6, 40, 44 and 46, claiming employees are deprived of pickup and delivery work at Cotter Company since Company began spotting trailers.

**Decision Date** 10/22/1991

**Decision**

The Panel, in executive session, motion made, seconded and carried that the claim of the Union is denied.

**Company Position**

Historically, carriers have spotted throughout the northern New England contract without protest.

**Union Position**

We believe that the Company cannot pay a consignee an unloading allowance and eliminate our work.

**ERJAC Case Number** C-44-94

**Year Heard** 1994

**Committee** Committee A

**Local Union** 404                      **and Company** St. Johnsbury Trucking

**Grievant** All Employees

**Article** 03, 23, 40, 49, 50, 51, 64, 65              **JAC Case Number** 93-723

**Regarding**

On behalf of all employees, Union alleges violation of Articles 3, 23, 40, 49, 50, 51, 64, 65, claiming Company terminated operation without notice and failed to pay monies owed to employees.

**Decision Date** 6/2/1994

**Decision**

The Panel, in executive session, motion made, seconded and carried that the claim for earned vacation and health, welfare and pension contributions is covered by the filing of Nov. 4, 1993 of the schedule of St. Johnsbury Trucking Co. in Case #93B43136FGC. The remaining portion of the Union's claim s denied based on the facts and evidence presented.

**Company Position**

Company filed Chapter 11 and ceased operation on June 14, 1993; therefore, no employees worked on a full contract year to qualify for a lump sum payment of unused sick leave.

**Union Position**

The Company violated the above-mentioned Articles without limitation by unilaterally terminating operations without notice and failed to pay affected eligible employees.

**ERJAC Case Number** C-170-94

**Year Heard** 1995

**Committee** Committee B

**Local Union** 71                      **and Company** Consolidated Freightways

**Grievant** All Affected

**Article** 03, 40                                      **JAC Case Number**

**Regarding**

On behalf of all affected employees, Union alleges violation of Article 3, Section 2, claiming Company running casuals out of conference area; requesting decision if Article 40 Supplement allows this.

**Decision Date** 1/23/1995

**Decision**

The Panel, in executive session, motion made, seconded and carried that city (local cartage) employees on the Company's seniority list performing work in the road classification are regular employees.

**Company Position**

The company requests that this committee find that our regular city seniority employees who run extra road trips in accordance with the language be identified as regular employees working out of classification.

**Union Position**

Company running casuals out of conference area; requesting decision if Article 40 Supplement allows this.

**ERJAC Case Number** C-02-93

**Year Heard** 1993

**Committee** Committee A

**Local Union** 633 **and Company** Preston Trucking Co.

**Grievant** Benjamin J. Molinari

**Article** 03, 43, 46

**JAC Case Number** 7610N

**Regarding**

On behalf of Benjamin J. Molinari, Union alleges violation of Articles 3, 43, 46 with grievant claiming spot on regular seniority list.

**Decision Date** 1/26/1993

**Decision**

The Panel, in executive session, motion made, seconded and carried that the claim of the Union is denied.

**Company Position**

Company maintains grievant has not qualified for regular seniority and is still considered a casual employee subject to work when available.

**Union Position**

Grievant claiming regular seniority back to original date of hire and reimbursement for all lost wages and benefits.

**ERJAC Case Number** C-049-97

**Year Heard** 1997

**Committee** Committee B

**Local Union** 171                      **and Company** Yellow Transportation

**Grievant** Wayne Humphrey

**Article** 03, 54

**JAC Case Number**

**Regarding**

On behalf of Wayne Humphrey, Union alleges violation of Articles 3 and 54, Union requests grievant be made a regular employee effective December 1, 1996. 1/29/97 - The Panel, in executive session, motion made, seconded and carried that this case is referred to the Virginia Negotiating Committee to then prepare a report for the next ERJAC Executive Committee hearings. 4/97 - Referred to Arbitration in July, 1997.

**Decision Date** 7/24/1997

**Decision**

The Arbitrator ruled that this case arises at a combination barn. At such a terminal, paragraph 7 of Article 54, Section 2 controls the issue here presented. Under this paragraph, the grievant does not have the right to advance from a casual preferential status to a regular employee status without being qualified as a driver.

**Company Position**

The grievant does not possess a CDL and will not learn to drive. He is given dock work whenever dock work is available. All of our regular employees in Roanoke, VA are qualified drivers.

**Union Position**

The Company believes they can not hire him because they do not have any dock people. The contract does not support their position.



**ERJAC Case Number** C-120-96

**Year Heard** 1997

**Committee** Committee B

**Local Union** 171 **and Company** Consolidated Freightways

**Grievant** All Casual Employees

**Article** 03, 54

**JAC Case Number**

**Regarding**

On behalf of all casual employees, Union alleges violation of Articles 3 and 54 on a continuing basis. 10/23/96 - The panel, in executive session, motion made, seconded and carried that this case is referred to a Sub-Committee of Butch Kirby and Ron Jenkins. This Committee holds jurisdiction.

**Decision Date** 1/27/1997

**Decision**

The Panel, in executive session, motion made, seconded and carried to adopt the Subcommittee report, therefore, based on the facts presented in this case, the claim of the Union is denied.

**Company Position**

All employees are combination and could only work city and/or dock. Casuals are being used as replacements and not as a supplement to the work force.

**Union Position**

All dock casuals who are not qualified to drive that have been reported replacements by CF for absent city drivers, should be declared supplemental and be awarded their proper seniority date.

**ERJAC Case Number** C-135-00 (N-3-02-E2)

**Year Heard** 2002

**Committee** Committee B

**Local Union** 391                      **and Company** Roadway Express

**Grievant** Herman Volpe on behalf of all affected

**Article** 03, 55, 56                      **JAC Case Number**

**Regarding**

On behalf of all Affected, Union alleges violation of Articles 3, 55 and 56 on March 13, 2000. Union seeks grievant be made whole for G&W Forklift performing preventative maintenance of different units. 10/23/2000 - The Panel, in Executive Session, could not reach agreement. Case is deadlocked to the ERJARC. 11/29/00 - The ERJARC ruled this case is referred to a Subcommittee to investigate the Company's practice of leasing and maintaining rental forklifts, hiring of mechanics and other applicable information. The ERJARC holds jurisdiction. 7/13/01 - The case was placed on hold. 12/20/2001 - ERJARC - Case is deadlocked.

**Decision Date** 3/20/2002

**Decision**

The NGC on March 20, 2002 adopted a motion that based on the review of the transcript and documents, the claim of the Union is denied in this instant case.

**Company Position**

Roadway Express, like any other company, will occasionally rent forklifts. The company that owns them has the right to maintain them. The Company denies that its mechanics have historically done this work.

**Union Position**

Union claiming work that has historically been done by Journeymen Mechanics at Kernersville was given to G&W Forklift rentals.

**ERJAC Case Number** C-166-95

**Year Heard** 1995

**Committee** Committee A

**Local Union** 560                      **and Company** Carolina Freight Carriers

**Grievant** John Ryan

**Article** 04

**JAC Case Number**

**Regarding**

On behalf of John Ryan, Union alleges violation of Article 4, grievant not allowed time to investigate grievances; ongoing.

**Decision Date** 10/23/1995

**Decision**

The panel, in executive session, motion made, seconded and carried that based on the facts in this instant case, the Company is to comply with the contract.

**Company Position**

Grievant has been allowed all necessary time to investigate grievances however, after speaking the the person in question he then continues to loiter and disrupt the operation.

**Union Position**

Terminal Manager constantly not allowing the shop steward to investigate grievances, being told to get off platform and leave the yard.

**ERJAC Case Number** C-145-99

**Year Heard** 2000

**Committee** Committee A

**Local Union** 538 **and Company** Logistics Personnel

**Grievant** Fischer for Members

**Article** 04, 07, 08, 19

**JAC Case Number**

**Regarding**

Betty Rose Fischer on behalf of the Members, Union alleges violation of Articles 4, 7, 8 and 19 January 1999. Union seeks grievants be made whole.

**Decision Date** 4/18/2000

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that based on the facts on this particular case, the claim of the Union for \$500.00 for the three employees is denied. The Company is instructed to pay one (1) week's pension contributions on behalf of employees Dauer, Bincivenga, McMahon and Phol. Employees Phol, McMahon and Weber are to receive \$250.090 stay pay.

**Company Position**

No violation of contract.

**Union Position**

Company lost the account. Stay pay issue and benefits payment.

**ERJAC Case Number** C-229-95

**Year Heard** 1995

**Committee** Committee A

**Local Union** 404                      **and Company** Consolidated Freightways

**Grievant** Dan Black

**Article** 04, 41                                      **JAC Case Number**

**Regarding**

On behalf of Dan Black, Union alleges violation of Articles 4, 41, claiming Union Steward not paid for time spent attending discharge hearing.

**Decision Date** 10/23/1995

**Decision**

The panel, in executive session, motion made, seconded and carried that if the Union can provide proof that Union Stewards were paid for attending meetings after their regularly scheduled working hours, the claim of the Union is upheld. If not, the claim of the Union is denied.

**Company Position**

Company maintained that due to past practice and in accordance with Article 41 they were not required to pay the Steward for his attendance at the meeting held after the end of the shift.

**Union Position**

Union maintained that the Company be instructed to comply with the contract and pay the Union Steward for time spent performing his duties as Union Steward.

**ERJAC Case Number** C-175-96

**Year Heard** 1996

**Committee** Committee B

**Local Union** 430                      **and Company** ABF Freight System

**Grievant** John Durst

**Article** 05

**JAC Case Number**

**Regarding**

On behalf of John Durst (pilot grievance), Larry Lohss and Leon Bixler, Union alleges violation of Article 5, Section 3, Company calling casuals ahead of York drivers.

**Decision Date** 5/29/1996

**Decision**

The panel, in executive session, motion made, seconded and carried that there is no violation of the contract, therefore, the claim of the Union is denied.

**Company Position**

Company feels they have no obligation to call in any order from York roster to work in Lancaster.

**Union Position**

After Change of Operations, Company discontinued calling the men in York in seniority order to work in Lancaster.

**ERJAC Case Number** R-191-96

**Year Heard** 1996

**Committee** Committee B

**Local Union** 29                      **and Company** Yellow Transportation

**Grievant** R.L. Baxter

**Article** 05                                      **JAC Case Number**

**Regarding**

On behalf of R.L. Baxter, Union alleges violation of Article 5(5), Grievant requests Company honor his first hire date for seniority.

**Decision Date** 10/22/1996

**Decision**

The panel, in executive session, motion made, seconded and carried that the claim of the Union is denied.

**Company Position**

Company feels they have complied with the language under Article 5, Section 5 for offering a work opportunity.

**Union Position**

Grievant feels that Company should honor his first hire date for seniority since the method of dispatch had changed to seniority even though he moved under Article 5, Section 5.

**Committee** Committee B

**Local Union** 992                      **and Company** Roadway Express

**Grievant** Krause, McCullough, Hartman, et al

**Article** 05                                      **JAC Case Number**

**Regarding**

On behalf of grievant's Krause, McCullough, Hartman, et al, Union alleges violation of Article 5, Section 6 (c), claiming use of trainees to replace seniority employees, requesting pay for five most senior employees not offered work. 11/9/95 - Settled & Withdrawn. 4/96 - Returned to docket p/Irene K. 1/28/97 - The point of order raised by the Company is tabled. The matter is referred back to the original parties for resolution. If the matter is unable to be resolved, then all parties are instructed to appear at the next ERJAC hearings to proceed with the case. 3/10/97 - Union reported no resolution, requested case be returned to docket for resolution.

**Decision Date** 4/22/1997

**Decision**

The panel, in executive session, motion made, seconded and carried that based on the facts presented, the Company's agreement not to work trainees alone without the callboard being exhausted is in effect. Monetary claim is denied.

**Company Position**

We agreed, that contrary to what the agreement clearly says, Roadway would not use trainees working alone unless all regular call board employees had been offered work. That was what they wanted and that is what was agreed to.

**Union Position**

Protest use of trainees to replace seniority employees. We are requesting pay for the most five (5) senior call board employees that were not offered work.



**ERJAC Case Number** C-135-94

**Year Heard** 1998

**Committee** Committee B

**Local Union** 229                      **and Company** Roadway Express

**Grievant** Matthew R. Misiura

**Article** 05

**JAC Case Number**

**Regarding**

On behalf of Matthew R. Misiura, Union alleges violation of Article 5, Section 6c, claiming grievant not given work opportunity on 8/28/94; requesting 8 hours' pay. 1/28/97 - ERJAC - The panel, in executive session, motion made and seconded that the point of order is upheld. Deadlocked to the NGC. 5/14/97 - The NGC on May 14, 1997, adopted a motion that the Company's point of order is denied and this case is to be heard on its merits at the ERJAC. {Also covers C-50-95, C-197-97, C-172-96, C-173-96} 10/28/97 - The panel, in executive session, motion made, seconded that the claim of the Union is denied. Motion deadlocked to the NGC.

**Decision Date** 8/19/1998

**Decision**

The National Grievance Committee, on August 19, 1998, adopted a motion that based on a review of the transcript in this instant case, the claim of the Union is denied.

**Company Position**

Company claims the provisions of Article 5, Section 6 are not applicable to the Central Pennsylvania Supplemental area. The company argues that the 40 & Out provisions of the supplement apply to his grievant and based upon the facts the grievant has no claim.

**Union Position**

Union claims company failed to offer the grievant an opportunity to work straight time on August 28, 1994, while causal dock workers were employed.

**ERJAC Case Number** R-076-98

**Year Heard** 1998

**Committee** Committee B

**Local Union** 776                      **and Company** Consolidated Freightways

**Grievant** David Packard

**Article** 05

**JAC Case Number**

**Regarding**

On behalf of David Packard (#90248 & #90241), Union alleges violation of Article 5(5), Union requests grievant be made whole for retroactive monies (100% pay rate) effective 4/1/98.

**Decision Date** 10/28/1998

**Decision**

The panel, in executive session, motion made, seconded and carried that based on the facts presented, the claim of the Union be denied.

**Company Position**

The grievant is not an over-the-road employee on letter of layoff. He is a regular active seniority employee at Carlisle, PA. This language change does not effect him.

**Union Position**

Grievant was on layoff from Pocono, PA and came to Carlisle, PA on 9/4/96 under Article 5, Section 5 of the 1994 NMFA. Under the 1998 NMFA, Article 5, Section 5, he should get 100% pay rate effective April 1, 1998 and he is filing for retro pay due.

**ERJAC Case Number** R-096-98

**Year Heard** 1998

**Committee** Committee B

**Local Union** 391                      **and Company** ABF Freight System

**Grievant** Frank McMurray

**Article** 05

**JAC Case Number**

**Regarding**

On behalf of Frank McMurray, Union alleges violation of Article 5 on July 29, 1998, Union protesting seniority list dated 7/29/98, Union requests grievant be placed in his proper position and compensate him for all lost wages and benefits.

**Decision Date** 10/27/1998

**Decision**

The panel, in executive session, motion made, seconded and carried that the claim of the Union is denied.

**Company Position**

The grievant's letter of request for Article 5, Section 5, transfer opportunity, was received on July 13, 1998. He was called and accepted a Winston-Salem road job the same day. He ran his first trip on July 17, 1998 and that was the date given him for seniority.

**Union Position**

The above-named employee contends ABF did not call him in proper seniority order. He is protesting the seniority list dated July 29, 1998 and is requesting that the company put him in his proper position and compensate him for all lost wages and benefits.

**ERJAC Case Number** R-035-99

**Year Heard** 1999

**Committee** Committee B

**Local Union** 557                      **and Company** New Penn Motor Express

**Grievant** Joseph Fitzsimmons

**Article** 05

**JAC Case Number**

**Regarding**

On behalf of Joseph Fitzsimmons, Union alleges violation of Article 55(5) on November 10, 1998. Union seeks grievant be made whole for delay time. (4/20/99 - Clerical Error Amended from Article 5(5) - BK).

**Decision Date** 4/27/1999

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that the claim of the Union is denied.

**Company Position**

The grievant's unit was not taken out of service by the DOT inspector and the driver was not detained after the inspection.

**Union Position**

The grievant was stopped for a full DOT inspection and was given a certificate of violation but not paid for the delay time.

**ERJAC Case Number** C-62-93

**Year Heard** 1993

**Committee** Committee A

**Local Union** 375 **and Company** TNT/Overland Express

**Grievant** Intercity Employees

**Article** 05

**JAC Case Number** C-10-93

**Regarding**

Union alleges violation of Article 5, claiming TNT/Overland purchased Intercity; Company refusing to recognize seniority of Intercity employees.

**Decision Date** 10/26/1993

**Decision**

The Panel, in executive session, motion made, seconded and carried that there is no violation of Article 5. The claim of the Union is denied.

**Company Position**

TNT/Overland purchased no US assets from Intercity, purchase was portion of Canadian customer list only. No violation of the NMFA.

**Union Position**

TNT/Overland purchased Intercity and Overland is refusing to accept seniority of Intercity employees.

**ERJAC Case Number** C-475-95

**Year Heard** 1995

**Committee** Committee A

**Local Union** 560                      **and Company** ABF Freight System

**Grievant** Catherine Connelly

**Article** 05

**JAC Case Number**

**Regarding**

On behalf of Catherine Connelly, Union alleges violation of Article 5, violation of seniority of laid off office workers.

**Decision Date** 12/13/1995

**Decision**

Based on the facts presented in this case, the claim of the Union is denied.

**Company Position**

Those employees on layoff (at Jersey City terminal) have no seniority at Carlstadt.

**Union Position**

ABF is violating the seniority of laid off office workers from the Jersey City terminal. They are not using the office employees in seniority when additional employees are needed at Carlstadt.

**ERJAC Case Number** C-476-95

**Year Heard** 1995

**Committee** Committee A

**Local Union** 560                      **and Company** ABF Freight System

**Grievant** Joanne Martinez

**Article** 05                                      **JAC Case Number**

**Regarding**

On behalf of Joanne Martinez, Union alleges violation of Article 5, not using office employees in seniority order from Jersey City Terminal.

**Decision Date** 12/13/1995

**Decision**

Based on the facts presented in this case, the claim of the Union is denied.

**Company Position**

Those employees on layoff (at Jersey City terminal) have no seniority at Carlstadt.

**Union Position**

ABF is violating the seniority of laid off office workers from the Jersey City terminal. They are not using the office employees in seniority when additional employees are needed at Carlstadt.

**ERJAC Case Number** C-477-95

**Year Heard** 1995

**Committee** Committee A

**Local Union** 560                      **and Company** ABF Freight System

**Grievant** Linda Drummond

**Article** 05

**JAC Case Number**

**Regarding**

On behalf of Linda Drummond, Union alleges violation of Article 5, not using office employees in seniority order from Jersey City Terminal

**Decision Date** 12/13/1995

**Decision**

Based on the facts presented in this case, the claim of the Union is denied.

**Company Position**

Those employees on layoff (at Jersey City terminal) have no seniority at Carlstadt.

**Union Position**

ABF is violating the seniority of laid off office workers from the Jersey City terminal. They are not using the office employees in seniority when additional employees are needed at Carlstadt.



**ERJAC Case Number** C-244-97

**Year Heard** 1997

**Committee** Committee B

**Local Union** 776                      **and Company** Roadway Express

**Grievant** Henry Henson

**Article** 05 (MECH)

**JAC Case Number** 01-97-008

**Regarding**

On behalf of Henry Henson, Union alleges violation of Article 5 of Office/Mechanics Agreement, Union seeks grievant's name be placed back on the seniority list when he is released to full duty.

**Decision Date** 10/29/1997

**Decision**

The panel, in executive session, motion made, seconded and carried that based on the facts presented, the claim of the Union is denied.

**Company Position**

Grievant failed to report for work for five (5) consecutive days. His appeal for workers compensation was denied; no injury occurred.

**Union Position**

Grievant sustained injury three (3) years ago; has not been released to return to work.

**ERJAC Case Number** C-140-96

**Year Heard** 1996

**Committee** Maintenance of Standards

**Local Union** 639                      **and Company** ABF Freight System

**Grievant** Joe Dukes, et al

**Article** 05, 06, 08                      **JAC Case Number**

**Regarding**

On behalf of Joe Dukes, et al, Union alleges violation of Articles 5(2A(3); 6; and 8(6G) on September 19, 1995, Union claiming seniority dispute (dovetailing vs. end tailing).

**Decision Date** 5/29/1996

**Decision**

The panel, in executive session, motion made, seconded and carried that the decision in MR-CO-38-9/95 stands, therefore, the claim of the Union is denied.

**Company Position**

It is the Company's position that we have handled the seniority of these employees in compliance with the decision rendered by the Committee.

**Union Position**

ABF employees maintain that Carolina employees should have been placed at the bottom of the seniority list when ABF acquired Carolina Freight Company (Change of Operations Case No. MR-CO-38-9/95).

**Committee** Committee B

**Local Union** 557                      **and Company** USF Red Star Express

**Grievant** James Imbrogulio

**Article** 05, 08

**JAC Case Number**

**Regarding**

On behalf of James Imbrogulio, Union alleges violation of, but not limited to, Articles 5 and 8 and Change of Operation decision, Union claiming grievant be allowed to follow their work.

**Decision Date** 5/29/1996

**Decision**

The Panel, in executive session, motion made, seconded and carried that this Committee instructs the Company to post a list of those people not presently CDL-qualified and offer training to the four (4) most senior employees who sign up for training in seniority order effective immediately. It is mutually understood that the training period will be for 60 days only during which time an employee must be qualified or move aside. The employee has 60 days to qualify from start of training. If one of the original four (4) qualifies, another opportunity to train shall be offered to the next most senior employee. If an employee fails to qualify within 60 days, another opportunity shall be offered to the next senior employee

**Company Position**

Our ABF terminal in Baltimore, MD has been and still is a combination terminal whereby all employees either driver, switch or do other driving duties. We do not have any pure dock bids at our Baltimore terminal. The grievant is on the call list and when we have eight (8) hours of dock work we call him for this work in seniority order.

**Union Position**

ABF took over Carolina terminal on 9/24/95 in which there was a pure dock operation at the terminal. ABF eliminated classification of dockmen. Company is denying dockworkers their bids and put them in call positions. No guarantee of forty (40) hours.

**ERJAC Case Number** C-423-95

**Year Heard** 1996

**Committee** Committee B

**Local Union** 171 **and Company** ABF Freight System

**Grievant** All Affected Employees

**Article** 05, 08

**JAC Case Number**

**Regarding**

On behalf of all employees, Union alleges violation of Articles 5, 8, illegal layoff of at least two Lynchburg Carolina employees. 1/24/96 - The Panel, in executive session, motion made, seconded and carried that this case is referred back to the parties. This Committee holds jurisdiction.

**Decision Date** 5/29/1996

**Decision**

The panel, in executive session, motion made, seconded and carried that on the first point of the Union's brief to offer two Lynchburg employees the right to go to Roanoke, it is denied. However, three job opportunities at Waynesboro shall be offered to the Lynchburg seniority list effective Monday, June 3, 1996. The provisions of Article 8, Section 6 shall apply to the successful bidders. Monetary claim is denied.

**Company Position**

Since we have not worked any additional employees at Wytheville or Waynesboro, VA we do not feel that we need any additional employees at this time.

**Union Position**

Union claiming an illegal layoff at least two (2) Lynchburg Carolina employees has taken place because of the change. Union also believes that enough work has been moved from Roanoke to Wytheville to transfer one (1) man.

**ERJAC Case Number** C-181-96

**Year Heard** 1996

**Committee** Committee B

**Local Union** 557                      **and Company** ABF Freight System

**Grievant** Dennis Stollar, et al

**Article** 05, 08

**JAC Case Number**

**Regarding**

On behalf of Dennis Stollar, et al, Union alleges violation of Articles 5 and 8 on November 15, 1995, Union claiming all lost wages and benefits.

**Decision Date** 5/29/1996

**Decision**

The Panel, in executive session, motion made, seconded and carried that this Committee instructs the Company to post a list of those people not presently CDL-qualified and offer training to the four (4) most senior employees who sign up for training in seniority order effective immediately. It is mutually understood that the training period will be for 60 days only during which time an employee must be qualified or move aside. The employee has 60 days to qualify from start of training. If one of the original four (4) qualifies, another opportunity to train shall be offered to the next most senior employee. If an employee fails to qualify within 60 days, another opportunity shall be offered to the next senior employee

**Company Position**

Our Baltimore terminal is a combination terminal and all bids are combination bids and we do not bid dock positions. We do have a call board and the grievant is on this call board and is called for all work that he is qualified to perform in seniority order.

**Union Position**

ABF took one Carolina terminal on 9/24/95 - 6720 Washington Boulevard, which consisted of dockmen with considerable years of seniority denying the employees their forty (40) hour guarantee and also the right to train for their CDL license.

**ERJAC Case Number** C-155-97

**Year Heard** 1997

**Committee** Committee A

**Local Union** 560                      **and Company** Consolidated Freightways

**Grievant** Gary Preschotti

**Article** 05, 08

**JAC Case Number**

**Regarding**

On behalf of Gary Preschotti, Union alleges violation of Articles 5(5(1) & 8(6(1)A&G) on March 24, 1997, Union requests grievant's seniority date be the same as when he was at the Pocono, PA terminal

**Decision Date** 7/22/1997

**Decision**

The panel, in executive session, motion made, seconded and carried that there is no violation of the change. The seniority date of 9/20/96 is proper.

**Company Position**

The grievant bid the open road position from Allentown, PA to Paterson, NJ in change of operations CO-3 -07. His seniority date for all future bidding purposes is 9/20/96, which was established when he bid into Allentown.

**Union Position**

Grievant feels he should move with his seniority date from Pocono, PA terminal, not with the seniority that he was working with which is 9/20/96 at the Allentown, PA terminal.

**ERJAC Case Number** C-246-97

**Year Heard** 1997

**Committee** Committee B

**Local Union** 171 **and Company** Consolidated Freightways

**Grievant** Derwood Kendrick

**Article** 05, 08

**JAC Case Number**

**Regarding**

On behalf of Derwood Kendrick, Union alleges violation of Articles 5(5.5) and 8 on August 18, 1997, Union requests Randy Albert be dropped to bottom of board due his voluntary transfer and subsequent decline of same.

**Decision Date** 10/28/1997

**Decision**

The panel, in executive session, motion made, seconded and carried that based on the facts presented, in this instant case, the claim of the Union is denied.

**Company Position**

Prior to his scheduled reporting date of August 18, 1997, Albert visited the Waynesboro terminal and decided he did not want to accept the transfer. He immediately contacted the Roanoke terminal to advise that he had changed his mind and would remain in Roanoke. He, therefore, kept his seniority at Roanoke.

**Union Position**

Union claims company is in violation of Article 5, Section 5.5 and Article 8. Asking Randy Albert be dropped to the bottom of the board due to his voluntarily transferring to Waynesboro, VA getting a bid, then declining.

**ERJAC Case Number** C-282-95

**Year Heard** 1995

**Committee** Committee B

**Local Union** 429                    **and Company** ABF Freight System

**Grievant** Albert VanAnglen

**Article** 05, 08

**JAC Case Number**

**Regarding**

On behalf of Albert VanAnglen, Union alleges violation of Articles 5, 8, claiming grievant not offered work at Allentown ABF by seniority.

**Decision Date** 12/13/1995

**Decision**

Based on the facts in this particular case, the claim of the Union is upheld.

**Company Position**

No violation of Articles 5 and 8.

**Union Position**

ABF to offer work opportunities at the Allentown, PA terminal by seniority from the layoff list.



**ERJAC Case Number** R-035-95

**Year Heard** 1995

**Committee** Committee A

**Local Union** 261 **and Company** Preston Trucking Co.

**Grievant** All Laid Off Employees

**Article** 05, 08

**JAC Case Number**

**Regarding**

On behalf of all laid off employees at W. Middlesex terminal, Union alleges violation of Articles 5, 8, claiming Company refusing to transfer laid off employees to Dubois terminal; requesting grievants be permitted to transfer and maintain company seniority.

**Decision Date** 4/25/1995

**Decision**

The Panel, in executive session, motion made, seconded and carried that the claim of the Union is denied.

**Company Position**

The Local Union is confusing the language of Article 5 concerning laid off road drivers having the right to request a transfer to a road vacancy within the region and our obligations to laid off city people at West Middlesex.

**Union Position**

Mr. David Mahle would like to voluntarily transfer to Dubois, PA under provisions in the NMFA. The company says he must resign from the West Middlesex terminal first and be put on a list of people being considered for employment at Dubois.

**ERJAC Case Number** C-330-95

**Year Heard** 1995

**Committee** Committee A

**Local Union** 445 **and Company** ABF Freight System

**Grievant** Affected Combination P&D Drivers

**Article** 05, 08

**JAC Case Number**

**Regarding**

On behalf of combination combination P&D drivers, Union alleges violation of Article 5, 8, improper decision.

**Decision Date** 12/13/1995

**Decision**

Based on the facts presented, the claim of the Union is denied.

**Company Position**

Claims no violation.

**Union Position**

Company improperly applied decision as rendered by the Mutli-Region Change of Operations Committee.

**ERJAC Case Number** C-417-95

**Year Heard** 1995

**Committee** Committee B

**Local Union** 28                      **and Company** ABF Freight System

**Grievant** Ray Johnson, Jeff Woodfin, and others

**Article** 05, 08                      **JAC Case Number**

**Regarding**

On behalf of Ray Johnson, Jeff Woodfin, and others, Union alleges violation of Article 5, 8, and all appropriate articles, violation of mast seniority list.

**Decision Date** 12/13/1995

**Decision**

Based on the facts as presented, the claim of the Union is denied.

**Company Position**

No violation of Article 5 or Article 8.

**Union Position**

The resulting large number of employees on the master seniority list is excessive in light of the quick release program under which the post merger terminal in Greer, SC is now operating.

**ERJAC Case Number** C-438-95

**Year Heard** 1995

**Committee** Committee B

**Local Union** 509                      **and Company** ABF Freight System

**Grievant** James Lutier

**Article** 05, 08

**JAC Case Number**

**Regarding**

On behalf of James Lutier, Union alleges violation of Article 5, 8, protest of seniority roster.

**Decision Date** 12/13/1995

**Decision**

Based on the facts presented, this is referred back to the parties to determine a method to draw lots to determine the seniority ranking of the individuals involved.

**Company Position**

Company feels they have complied with the decision given by the Change of Operations Committee.

**Union Position**

Two employees had same seniority date. ABF unilaterally put Billy Hughes ahead of Eddie Lutier. Union is asking this Committee to rule on the correct positions for the two members involved.

**ERJAC Case Number** C-437-95

**Year Heard** 1995

**Committee** Committee B

**Local Union** 509                      **and Company** ABF Freight System

**Grievant** Eddie Wilder

**Article** 05, 08

**JAC Case Number**

**Regarding**

On behalf of Eddie Wilder, Union alleges violation of Articles 5, 8, violation of seniority roster.

**Decision Date** 12/13/1995

**Decision**

The claim of the Union is denied.

**Company Position**

Company feels they have complied with the decision given by the Change of Operations Committee.

**Union Position**

It is the grievant's position that Larry Bunch and Eddie Lutier should have been inactive at the time of the merger of the two companies and as such could not have been placed ahead of him on the seniority roster.

**ERJAC Case Number** C-336-96

**Year Heard** 1996

**Committee** Committee B

**Local Union** 771                      **and Company** Yellow Transportation

**Grievant** Ken Leiner, Sr.

**Article** 05, 20

**JAC Case Number** 04-96-099

**Regarding**

On behalf of Ken Leiner, Sr., Union alleges violation of Article 5 & 20, Union requests grievant be made whole for eight (8) hours at time and one-half.

**Decision Date** 10/22/1996

**Decision**

The panel, in executive session, motion made, seconded and carried that based on the facts presented, the claim of the Union is denied.

**Company Position**

Company has no obligation to offer an employee a sixth (6th) punch rather than working per shift and posting shift overtime.

**Union Position**

When Company knows it has eight (8) hours of overtime it should offer a sixth (6th) punch.

**ERJAC Case Number** C-053-95

**Year Heard** 1995

**Committee** Committee A

**Local Union** 375                      **and Company** Consolidated Freightways

**Grievant** Salvatore Sidoti

**Article** 05, 42

**JAC Case Number**

**Regarding**

On behalf of Salvatore Sidoti, Union alleges violation of Articles 5, 42, claiming junior man worked overtime while senior man, grievant, sent home; requesting 8 hours pay at time and one-half.

**Decision Date** 1/24/1995

**Decision**

The Panel, in executive session, motion made, seconded and carried that based on the facts presented, the claim of the Union is denied.

**Company Position**

The grievant is a Monday through Friday bid dock employee with an 0600 start and is filing this grievance against a Sunday through Thursday employee who was called out for the Friday 1500 start in accordance with open call.

**Union Position**

Senior man should have been given the opportunity to work before a junior man.

**ERJAC Case Number** R-89-99

**Year Heard** 1999

**Committee** Committee B

**Local Union** 776                      **and Company** ABF Freight System

**Grievant** Doug Kersetter

**Article** 05, 42

**JAC Case Number**

**Regarding**

On behalf of Doug Kersetter, Union alleges violation of Articles 5(5) and 42. Union seeks proper seniority date.

**Decision Date** 10/26/1999

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that the monetary claim is denied. This case is referred back to the parties to determine Mr. Kersetter's correct seniority date.

**Company Position**

The grievant delayed his own report to work and his own seniority date for more than a month in regards to the transfer.

**Union Position**

Claim is to have proper seniority date.



**ERJAC Case Number** C-121-97

**Year Heard** 1997

**Committee** Committee A

**Local Union** 404                      **and Company** Roadway Express

**Grievant** Stimpson, Pieciak, Weatherwax, Roche

**Article** 05, 43, 49                      **JAC Case Number**

**Regarding**

On behalf of A. Stimpson, M. Pieciak, H. Weatherwax and W. Roche, Union claiming violation of Articles 5, 43 and 49 on February 16, 1997, Union claiming eight (8) hours at time and one-half for each grievant.

**Decision Date** 4/22/1997

**Decision**

The panel, in executive session, motion made, seconded and carried that based on the facts presented, there is no violation of the contract. The claim of the Union is denied.

**Company Position**

The grievants involved were paid their holiday pay in accordance with Article 49 and based on these facts and Arbitrator W.P. Hobgood's decision concerning Article 5, the company requests that the claim of the Union be denied.

**Union Position**

The Company canceled bids for Sunday and used casual employees to work that day. The Union seeks members A. Stimpson, M. Pieciak, H. Weatherwax and W. Roche be made whole.

**ERJAC Case Number** C-123-97

**Year Heard** 1997

**Committee** Committee A

**Local Union** 404                      **and Company** Roadway Express

**Grievant** Fran Grant

**Article** 05, 43, 49                      **JAC Case Number**

**Regarding**

On behalf of Fran Grant, Union claiming violation of Articles 5, 43 and 49 on February 17, 1997, Union claiming eight (8) hours at time and one-half.

**Decision Date** 7/23/1997

**Decision**

The panel, in executive session, motion made, seconded and carried that based on the facts presented, the claim of the Union is denied.

**Company Position**

The grievant was paid his holiday pay in accordance with Article 49 and based on these facts and Arbitrator H.P. Hobgood's decision concerning Article 5, the company requests the claim of the Union be denied.

**Union Position**

The grievant was denied work opportunity at premium pay for the holiday while casual employees were allowed to work as dock and combination casuals.

**ERJAC Case Number** C-444-95

**Year Heard** 1995

**Committee** Committee A

**Local Union** 560                      **and Company** ABF Freight System

**Grievant** Thomas Tully, Jr.

**Article** 05, 44

**JAC Case Number**

**Regarding**

On behalf of Thomas Tully, Jr., Union alleges violation of Article 8(6), work should be offered to Pocono employees who bid; Company figures for transfer not accurate.

**Decision Date** 12/13/1995

**Decision**

Based on the facts as presented, the claim of the Union upheld.

**Company Position**

No violation of Article 5 and 44.

**Union Position**

Company changed seniority date from 6/12/87 which has been posted for eight (8) years to 4/25/88. Seniority list was posted in ABF terminal from 9/25/95 to 11/8/95 without protest.

**ERJAC Case Number** C-406-95

**Year Heard** 1995

**Committee** Committee A

**Local Union** 560                      **and Company** ABF Freight System

**Grievant** James Hogan

**Article** 05, 44

**JAC Case Number**

**Regarding**

On behalf of James Hogan, Union alleges violation of Articles 5, 44, Company changed seniority date.

**Decision Date** 12/13/1995

**Decision**

Based on the facts presented, the claim of the Union is upheld.

**Company Position**

No violation of Article 5 and 44.

**Union Position**

Company changed seniority date from 6/12/87 which has been posted for eight (8) years to 4/25/88. Seniority list was posted in ABF terminal from 9/25/95 to 11/8/95 without protest.

**ERJAC Case Number** C-089-98

**Year Heard** 1998

**Committee** Committee B

**Local Union** 992                      **and Company** Consolidated Freightways

**Grievant** Robert Mowery

**Article** 05, 54

**JAC Case Number**

**Regarding**

On behalf of Robert Mowery, Union alleges violation of Articles 5(6) & 54(5) on February 20, 1998, Union requests grievant be made whole for work performed by casual.

**Decision Date** 7/27/1998

**Decision**

The panel, in executive session, motion made, seconded and carried that the claim of the Union is denied.

**Company Position**

There is no application here that specifically states that on call and employees without starting times shall be offered work opportunity before casual employees. On this date, Mowery was not rested when the casual was called and therefore, has no claim.

**Union Position**

Called casuals in to work without offering a regular employee the opportunity to work.

**ERJAC Case Number** MS-25-03

**Year Heard** 2003

**Committee** Maintenance of Standards

**Local Union** 776 **and Company** USF Red Star Express

**Grievant** David Daniels

**Article** 06

**JAC Case Number**

**Regarding**

On behalf of David Daniels, Union alleges violation of Article 6. Union requests Company comply with past practice to follow seniority.

**Decision Date** 4/29/2003

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that based on the facts presented in this instant case, the claim of the Union is denied.

**Company Position**

The Company has always used the employee with the most straight time available for either jockey or city work when the work load called for this.

**Union Position**

Company to comply with past practice to follow seniority.

**ERJAC Case Number** MS-15-01

**Year Heard** 2001

**Committee** Maintenance of Standards

**Local Union** 677 **and Company** A.P.A. Transport Corp.

**Grievant** APA Road Drivers

**Article** 06

**JAC Case Number**

**Regarding**

On behalf of APA Road Drivers, Union alleges violation of Article 6 on July 4, 2001. Union claiming company did not pay four (4) hours wages to the road drivers that worked into the July 4th holiday as they have done in the past. 10/23/2001 - The Panel, in Executive Session, could not reach agreement. This case is deadlocked.

**Decision Date** 12/21/2001

**Decision**

The Eastern Region Joint Area Review Committee based upon a review of the transcripts and evidence ruled the claim of the Union is upheld until the end of the current contractual agreement. At that point the New England Negotiating Committee decision on case R-17-98 will apply.

**Company Position**

There is no violation.

**Union Position**

APA violated Article 6 by not paying wages to the road drives that worked on the eve of July 4, 2001.

**ERJAC Case Number** MS-019-99

**Year Heard** 2000

**Committee** Maintenance of Standards

**Local Union** 251 **and Company** New Penn Motor Express

**Grievant** Michael Burke, et al

**Article** 06

**JAC Case Number**

**Regarding**

On behalf of Michael Burke, et al, Union alleges violation of Article 6(1c) May 17, 1999. Union claims Company reduced coffee breaks from 15 minutes to 10. 10/26/99 - The Panel, in Executive Session, motion made, and seconded the Company's Point of Order be denied, motion deadlocked. 1/20/2000 - The ERJARC ruled that based upon cases MS-019-99 and C-146-99, these two cases are referred back to the ERJAC to be heard as one case, alleging violation of Articles 6 and 43. 4/18/2000 - This case is referred to a SubCommittee. Committee A holds jurisdiction. 4/18/2000 - The Parties were unable to agree. The case is deadlocked to the ERJARC.

**Decision Date** 11/29/2000

**Decision**

The Eastern Region Joint Area Review Committee based upon a review of the transcripts and evidence ruled which indicated 2 x 15 minute breaks do not exist, the claim of the Union is denied.

**Company Position**

The Company has not authorized fifteen (15) minute breaks, there is no agreement to provide fifteen (15) minute breaks. Prior records support the Company's position and standard industry practice of two (2), ten (10) minute breaks are in effect at our Providence facility.

**Union Position**

Company instituted a computerized system for recording driver activity relating to P&D. In doing so, they are attempting to reduce the 15 coffee breaks to 10 minutes. The 15 minute coffee breaks have been in existence for approximately 12 years.



**ERJAC Case Number** MS-3-00

**Year Heard** 2001

**Committee** Maintenance of Standards

**Local Union** 776 **and Company** New Penn Motor Express

**Grievant** Larry Burkholder, et al

**Article** 06

**JAC Case Number**

**Regarding**

On behalf of Larry Burkholder, et al, Union alleges violation of Article 6. Union claiming maintenance of standards and past practice. 10/24/2000 - The Panel, in Executive Session could not reach agreement. This case is deadlocked to the Eastern Region Joint Area Review Committee.

**Decision Date** 7/13/2001

**Decision**

The Eastern Region Joint Area Review Committee based upon a review of the transcripts and evidence ruled that based on the facts, the claim of the Union is denied.

**Company Position**

There is no past practice of allowing road drivers to work the city classification on Saturday if road work was not available. If it did happen, it was an inadvertent error which surely the company has a right to correct.

**Union Position**

Company in violation of article 6, maintenance of standards and past practice.

**ERJAC Case Number** MS-7-01

**Year Heard** 2001

**Committee** Maintenance of Standards

**Local Union** 641 **and Company** Yellow Transportation

**Grievant** All Affected Employees

**Article** 06

**JAC Case Number**

**Regarding**

On behalf of All Affected Employees, Union alleges violation of Article 6(1B) on March 4, 2001. Union claiming company is refusing to pay triple time for hours worked prior to 11:00 p.m. on Sundays. 7/24/2001 - The Panel, in Executive Session, could not reach agreement. This case is deadlocked to the Eastern Region Joint Area Review Committee.

**Decision Date** 12/20/2001

**Decision**

The Eastern Region Joint Area Review Committee based upon a review of the transcripts and evidence ruled that based on the facts presented, the claim of the Union is upheld for the duration of the current contractual agreement.

**Company Position**

The claim that employees beginning work prior to their scheduled bid starting times on Sunday evenings would be paid three (3) times their regular rate until their bid start time is nonexistent. Neither party has found such an agreement, Union now states that past practice exists.

**Union Position**

Prior to 3/4/01 all hours worked before 11:00 p.m. (i.e. 9- 10 or 10-11 were paid at triple time. This practice has been in effect since 1972. The company had ample time to seek relief under the contract, but did not do so.

**ERJAC Case Number** MS-15-95

**Year Heard** 1996

**Committee** Maintenance of Standards

**Local Union** 776                      **and Company** USF Red Star Express

**Grievant** Local 776

**Article** 06

**JAC Case Number**

**Regarding**

On behalf of Local 776, Union alleges violation of Article 6 conditions of employment and general working conditions.

**Decision Date** 4/22/1996

**Decision**

The panel, in executive session, motion made, seconded and carried that there is no violation of Article 6.

### **Company Position**

A memo was to all 400 road drivers in the system was sent out on May 1, 1995, detailing the procedures for logging “off duty” status to ensure compliance with DOT regulations. Logging off duty at other than terminal locations is permissive, to mandatory, and then only after satisfying the conditions set forth by the DOT.

### **Union Position**

Company in violation of Article 6, conditions of employment and general working conditions by putting road drivers off duty.

**ERJAC Case Number** C-267-95

**Year Heard** 1996

**Committee** Maintenance of Standards

**Local Union** 251 **and Company** Vallerie Transportation

**Grievant** All Affected Employees

**Article** 06

**JAC Case Number**

**Regarding**

On behalf of all employees, Union alleges violation of Article 6, Union alleges Company changed bids with no consent of Union; requesting reinstatement of line haul platform bids. 1/23/96 - The Panel, in executive session, motion made, seconded and carried that this case is referred back to the parties to resolved. Should the parties be unable to resolve by April 1, 1996, the case will be referred to original sub-committee of Jim Carlton and Bill Turkewitz.

**Decision Date** 10/21/1996

**Decision**

Please be advised the SubCommittee has met and recommends the following decision in this matter: Based on the facts established that: 1. In August of 1995 the Company posted new bids changing the title of their "Linehaul" bids to read "Platform/Driver"; 2. Although the job title did change, there appears to be no contention nor evidence that the actual work performed on these bids changed after the August 1995 name change; and 3. The Company, at the request of the SubCommittee, has submitted a letter dated October 17, 1996 attesting that the job title was changed "...to more accurately describe the jobs." and "The work performed and the job content did not change." (A Copy of the Company's letter is attached.) Therefore,

**Company Position**

The issue, in this case, is the terminology used by the Company in describing jobs on the bid at Vallerie's Cumberland, RI terminal.

**Union Position**

The Union is seeking that the Company reinstate linehaul platform bids.

**ERJAC Case Number** MS-08-96

**Year Heard** 1996

**Committee** Maintenance of Standards

**Local Union** 251 **and Company** USF Red Star Express

**Grievant** All Affected Members

**Article** 06

**JAC Case Number**

**Regarding**

On behalf of all affected members, Union alleges violation of Article 6(1) on April 1, 1996, Union claiming Company unilaterally changed starting times and wages to a lesser standard, Union claiming all monies lost on premium starts.

**Decision Date** 4/22/1996

**Decision**

The panel, in executive session, motion made, seconded and carried that based on the facts and evidence presented, that if in the past the Company paid premium pay as a result of split starting time, the claim of the Union is allowed. If the Company as a result of the split starting times paid straight time the claim of the Union is denied.

**Company Position**

The company has a long history of split start times at the Cumberland, RI terminal. We have scheduled the split start times in the current bid at the terminal as a result of the continuing need to refine bids and match manpower against work availability.

**Union Position**

The Company unilaterally changed starting times and wages to a lesser standard than maintained by the Local area practice. Claim for all monies list on premium starts.

**ERJAC Case Number** MS-05-98

**Year Heard** 1998

**Committee** Maintenance of Standards

**Local Union** 71 **and Company** Roadway Express

**Grievant** C.B. Griffith, Mike Walker, et al

**Article** 06 **JAC Case Number**

**Regarding**

On behalf of C.B. Griffith, Mike Walker, et al, Union alleges violation of Article 6(2A), Union requests all affected employees be compensated at time and one-half rate of pay for sixth punch.

**Decision Date** 7/29/1998

**Decision**

The panel, in executive session, motion made, seconded and carried that based on the facts in this instant case, there is no violation of Article 6; therefore, the claim of the Union is denied.

**Company Position**

**Union Position**

The Union's position is the company cannot have employees come in on their off day unless they pay the applicable rate of time and one-half for the sixth (6th) clock punch.

**ERJAC Case Number** MS-12-98

**Year Heard** 1998

**Committee** Maintenance of Standards

**Local Union** 776                      **and Company** Roadway Express

**Grievant** Haven Mundy

**Article** 06

**JAC Case Number**

**Regarding**

On behalf of Haven Mundy, Union alleges violation of Article 6, Union requests Company comply with the way work was previously performed.

**Decision Date** 10/27/1998

**Decision**

The panel, in executive session, motion made, seconded and carried that there is no violation of Maintenance of Standards; therefore, the claim of the Union is denied.

### **Company Position**

The retired linehaul tractor used for various functions was being sold and it was decided to buy a “human powered” cart with a portable air compressor mounted. The grievant was consulted on how the cart should be constructed for ease-of-use and to insure safe operation and we complied. The cart was built to his requests, he worked with the cart and then filed this grievance requesting a motorized conveyance as a remedy.

### **Union Position**

The company changed the standard in which the work performed by mechanics is being performed in the yard. Prior to the change it was performed using a Mack truck equipped with an air compressor, air hoses, valves, stems, gauges and a number of tools to check and do minor tire repairs out in the yard which covers about thirty-five (35) acres. Now, the company has the mechanics pull a cart with all that same equipment over the same land area and the cart weighs about 175 pounds on rubber inflated wheels.

**ERJAC Case Number** MS-17-97

**Year Heard** 1998

**Committee** Maintenance of Standards

**Local Union** 771 **and Company** A.P.A. Transport Corp.

**Grievant** Larry Neidigh

**Article** 06

**JAC Case Number**

**Regarding**

On behalf of Larry Neidigh, Union alleges a violation of Article 6, requesting employees still retain the right to chose sick days.

**Decision Date** 4/22/1998

**Decision**

The panel, in executive session, motion made, seconded and carried that based on the facts presented, the claim of the Union is denied.

**Company Position**

In June 1997, the Company started paying sick leave pay for the first five (5) reported days off sick. This policy assures an employee his wages when he is sick and removes any questions of unauthorized absences during this time period.

**Union Position**

APA, for the past sixteen (16) years, has allowed employees that called off sick to elect to be paid a sick day or not be paid a sick day.



**ERJAC Case Number** MS-012-99

**Year Heard** 1999

**Committee** Maintenance of Standards

**Local Union** 443 **and Company** Consolidated Freightways

**Grievant** Starkey Pugh

**Article** 06

**JAC Case Number**

**Regarding**

On behalf of Starkey Pugh, Union alleges violation of Article 6. Union seeks grievant be made whole for pay shortage.

**Decision Date** 4/27/1999

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that there is no violation of Article 6, therefore, the claim of the Union is denied.

**Company Position**

Company maintains it has been paying the correct mileage.

**Union Position**

The grievant should be made whole for all mileage shorted and due him. He has provided all the necessary pay sheets as proof of the trips that were shorted.

**ERJAC Case Number** MS-013-99

**Year Heard** 1999

**Committee** Maintenance of Standards

**Local Union** 773 **and Company** Consolidated Freightways

**Grievant** Rick Stauffer, Et Al Employees

**Article** 06

**JAC Case Number**

**Regarding**

On behalf of Rick Stauffer, Et Al Employees, Union alleges violation of Article 6. Union seeks all affected be made whole for all losses for use of casuals ahead of senior drivers.

**Decision Date** 4/27/1999

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that there is no violation of Article 6, therefore the claim of the Union is denied.

**Company Position**

There is no established practice, there is no seniority violation and the extra board in Allentown operates the same as every other extra board at CF in Central Pennsylvania; they are allowed one (1) punch a day. The procedure being eluded to was eliminated prior to 1995 without the objection of the Local.

**Union Position**

When the extra board is exhausted, casuals are being called ahead of available seniority employees.

**ERJAC Case Number** MS-17-98

**Year Heard** 1999

**Committee** Maintenance of Standards

**Local Union** 776 **and Company** Consolidated Freightways

**Grievant** All Affected Employees

**Article** 06

**JAC Case Number**

**Regarding**

Union alleges violation of Article 6 on an ongoing basis (Grievance #91520), Union claiming Company is not complying with signed agreements, Union requests all affected employees be compensated for any or all lost wages and benefits. 10/28/98 - The panel, in executive session, motion made, seconded that based on the facts presented, the claim of the Union is denied. Motion deadlocked. 3/3/99 - The National Grievance Committee on March 3, 1999 a motion was made that the claim of the Union be upheld. Motion deadlocked.

**Decision Date** 6/10/1999

**Decision**

Based on a review of the record presented to the National Grievance Committee, the National Review Committee, on June 10, 1999 agrees to resolve the deadlock in this case as follows: The mileage rate premium paid to sleeper drivers for pulling doubles as set forth in the signed work rules shall be maintained until March 31, 2003, unless mutually agreed to otherwise. The Company shall reinstate the premium effective July 12, 1998. To eliminate any confusion in the future, the Committee suggests that the parties meet and segregate the contractual provisions for the sleeper cab operation from the work rule provisions.

**Company Position**

No violation of Article 6.

**Union Position**

The Company is not complying with the signed agreements; requesting compensation for all fringes.

**ERJAC Case Number** MS-16-00 (N-12-00-E2)

**Year Heard** 2002

**Committee** Maintenance of Standards

**Local Union** 776                      **and Company** Consolidated Freightways

**Grievant** Local 776

**Article** 06

**JAC Case Number**

**Regarding**

On behalf of Local 776, Union alleges violation of Article 6. Union seeks Company re-institute light duty program and make all affected employees whole. 10/24/2000 - The Panel, in Executive Session, could not reach agreement on the Company's Point of Order. The Company's Point of Order is deadlocked to the Eastern Region Joint Area Review Committee. 11/29/00 - Forwarded by the ERJARC to the NGC. Hold 12/20/00, 4/01.

**Decision Date** 3/20/2002

**Decision**

The National Grievance Committee, on March 20, 2002 adopted the following recommendation of the TNFINC/TMI Legal Subcommittee: Based on the legal committee's review of this case and the fact that the modified work program at issue has now been terminated, the claim of the Union is denied based on the decision in Case N-9-00-E2.

**Company Position**

No violation of Article 6.

**Union Position**

Company to re-institute the light duty program and compensate employees for any monies due.

**ERJAC Case Number** MS-1-02

**Year Heard** 2002

**Committee** Maintenance of Standards

**Local Union** 776                      **and Company** Consolidated Freightways

**Grievant** David Allen

**Article** 06                                      **JAC Case Number**

**Regarding**

On behalf of David Allen, Union alleges violation of Article 6. Union seeks Company comply with past practice.

**Decision Date** 4/23/2002

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that the claim of the Union is upheld in this instant case.

### **Company Position**

It is the position of the Company that there is no practice as it relates to hooking sets or trying sets when working in the jockey classification for linehaul. The Company does routinely ask those jockeys assigned to linehaul at the beginning of their shift who would like to run rails. It has never been the practice to offer in seniority order the job functions of hook and tie.

### **Union Position**

Company to comply with past practice. Company is not choosing the work in seniority order to those employees working linehaul. They have the grievant tie sets and work inbound while a junior man to him was assigned to run the rail without any offer of this work to the grievant first.

**ERJAC Case Number** MS-2-02

**Year Heard** 2002

**Committee** Maintenance of Standards

**Local Union** 776 **and Company** Consolidated Freightways

**Grievant** Dennis Klindinst

**Article** 06

**JAC Case Number**

**Regarding**

On behalf of Dennis Klindinst, Union alleges violation of Article 6. Union seeks the Company return the jockey shack as in the past.

**Decision Date** 4/23/2002

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that based on the facts presented in this instant case, the claim of the Union is denied.

### **Company Position**

The Company has never authorized the use of this so-called jockey shack. The jockeys have a specific break room that they use where they can store their personal and work-related items. This is a situation where the employees took it upon themselves, without management approval, to move the shack from the dock and place it in the inbound line. When it became obvious it was not there for any good reason and it was an obstruction and safety hazard, it was removed.

### **Union Position**

Company to return jockey shack as in the past. The company removed shelter for storage, glad hand, rain gear, radio, paper work, wind jacket and boots. We agree that an employee should not have been using it to just sit in for a few minutes, however, to immediately remove the entire shack is extreme.

**ERJAC Case Number** C-17-91

**Year Heard** 1991

**Committee** Maintenance of Standards

**Local Union** 25                      **and Company** Star Market Company

**Grievant** Dennis Nagle

**Article** 06

**JAC Case Number** 90-1031

**Regarding**

Violation of Article 6 Maintenance of Standards involving Dennis Nagle. Union seeks to make steward whole for lost wages at arbitration hearing on 9/19/90 and a cease and desist.

**Decision Date** 4/23/1991

**Decision**

The panel, in executive session, motion made, seconded and carried that based on the facts presented the claim of the Union is denied.

**Company Position**

No violation of Article 6.

**Union Position**

Company refuses to pay stewards for lost wages during arbitration hearings as per past practice and letter of understanding.

**ERJAC Case Number** C-63-93

**Year Heard** 1993

**Committee** Maintenance of Standards

**Local Union** 707                      **and Company** Carolina Freight Carriers

**Grievant** Edwin Soto

**Article** 06

**JAC Case Number**

**Regarding**

On behalf of Edwin Soto, Union alleges violation of Article 6, Section 1, claiming it has been past practice that a driver could not operate a different vehicle than one he was assigned to prior to h

**Decision Date** 10/26/1993

**Decision**

The panel, in executive session, motion made, seconded and carried that the claim of the Union is denied.

### **Company Position**

During a local meeting, the Union acknowledged daily slip seating of trailer drivers, but maintained that a straight truck driver should be allowed to operate no more than one unit per shift. We rarely do slip seat a straight driver.

### **Union Position**

The grievant lost work when the Company brought a straight driver back to the terminal and used him to deliver freight.



**ERJAC Case Number** MS-05-91

**Year Heard** 1992

**Committee** Maintenance of Standards

**Local Union** 404                      **and Company** ABF Freight System

**Grievant** Local 404

**Article** 06                                      **JAC Case Number**

**Regarding**

Article 6. Maintenance of Standards involving Local 404.

**Decision Date** 1/20/1992

**Decision**

The panel, in executive session, motion made seconded and carried to approve the requests for past practices as submitted.

**Company Position**

The Company agrees that past practices at Springfield are as follows: 1. Two ten (10) minutes breaks per 8 hour shift; 2. Saturday and Sunday on a work wheel; 3. City men to do yard work and road hookups when available; 4. All vacation spots to be filled by senior man, work available; 5. Senior unassigned man to be dispatched in accordance with the contract; 6. Rain gear to be available; 7. When two peddle runs are combined the senior driver to be dispatched; 8. Senior man laid off will replace member filling vacation

**Union Position**

Requesting that past practices stay established at Springfield, MA terminal.

**ERJAC Case Number** R-004-95

**Year Heard** 1995

**Committee** Committee A

**Local Union** 251                      **and Company** New Penn Motor Express

**Grievant** All Employees

**Article** 06

**JAC Case Number**

**Regarding**

On behalf of all employees, Union alleges Company did not pay proper contractual rate for work performed on Veterans' Day, 11/11/94; requesting proper pay for holiday work.

**Decision Date** 7/25/1995

**Decision**

Based on the facts and evidence presented, the claim of the Union is denied.

**Company Position**

Company maintained that the drivers were properly paid as they were not dispatched until after 12:01 AM on November 12, 1994.

**Union Position**

Union maintained that the affected employees were not properly paid for work performed on Veteran's Day, November 11, 1994.

**ERJAC Case Number** MS-02-93

**Year Heard** 1995

**Committee** Maintenance of Standards

**Local Union** 707                      **and Company** Carolina Freight Carriers

**Grievant**

**Article** 06

**JAC Case Number**

**Regarding**

Company requests relief from improper application of vacation bonus hours at terminals under 707's jurisdiction.

**Decision Date** 1/23/1995

**Decision**

The Panel, in executive session, motion made, seconded and carried to adopt the Subcommittee report. It is the recommendation of the Sub-Committee that the Company's request for relief from improper application of vacation bonus hours at terminals under Local 707's jurisdiction be granted effective 4/1/95.

**Company Position**

Company's presentation pursuing relief requested to return to the vacation language and intent of Article 56, NJNY Supplemental Agreement except that employees who qualify for fourth and fifth weeks had the option to take those weeks "one day at a time". The subcommittee in MS-3-92 however, elected to offer single day vacations only to "shape employees" who physically shaped but were afforded no work opportunity. Accordingly, the Company is requesting relief under Article 6 to ensure that bonus hours be

**Union Position**

The company has not substantiated to this Local Union the need for this relief. The company has yet to show the cost savings or operational improvements that would benefit the company on this issue.

**Committee** Maintenance of Standards

**Local Union** 391 **and Company** Roadway Express

**Grievant** Tony Scott on behalf of all affected

**Article** 06, 07, 08

**JAC Case Number**

**Regarding**

On behalf of all affected employees, Union alleges violation of Articles 6, 7, 8 and all other appropriate Articles on June 12, 2001. Union claims Company has attempted to redesignate terminal facilities as nonsmoking areas in violation go NGC decision on August 17, 1993. 7/24/2001 - The Panel, in Executive Session, motion made, seconded and carried that this case is referred to the National Safety and Health Committee for resolution. Referred back to the ERJAC to be heard on its merits under Article 6. 4/22/2002 - The Panel, in Executive Session, could not reach agreement. This case is deadlocked.

**Decision Date** 5/22/2003

**Decision**

The Eastern Region Joint Area Review Committee based upon a review of the transcripts and evidence ruled that the claim of the Union is denied with the following provision: The Company is to provide portable or rollup side enclosures to address inclement weather conditions.

**Company Position**

The Company is simply relocating the Smoking Area to a larger, more ventilated area in response to several health safety concerns. It is not an attempt to redesignate the terminal facility as nonsmoking.

**Union Position**

The parties met on August 17, 1993 and agreed to designate smoking areas and that these areas would be maintained as per their decision and interpretation. Now, Roadway Express has arbitrarily attempted to change past interpretation and decision from the National Grievance Committee. It is the Union's position that this attempt to re-designate terminal facilities as nonsmoking areas is not consistent with the National Grievance Committee decision dated 8/17/93.

**ERJAC Case Number** MS-17-02

**Year Heard** 2003

**Committee** Maintenance of Standards

**Local Union** 391 **and Company** Roadway Express

**Grievant** Tony Scott on behalf of all affected

**Article** 06, 07, 08

**JAC Case Number**

**Regarding**

Tony Scott on behalf of all affected employees, Union alleges violation of Articles 6, 7, 8 and all other appropriate Articles on April 2, 2002. Union claims the Company's attempt to re-designate terminal facilities as nonsmoking areas is not consistent with the National Grievance Committee decision. 1/28/03 - The Panel, in Executive Session, could not reach agreement. The case is deadlocked.

**Decision Date** 5/22/2003

**Decision**

The Eastern Region Joint Area Review Committee based upon a review of the transcripts and evidence ruled that the claim of the Union is denied with the following provision: The Company is to provide portable or roll-up side enclosures to address inclement weather conditions.

**Company Position**

The follow-up action was taken because the Company continued to receive serious complaints from individuals who felt their health was being jeopardized by the Company's lack of enforcement of the newly designed smoking area. The notice of June 12, 2001 and the April 2, 2002 follow-up notice are in full conformity with the National Guidelines.

**Union Position**

The parties met on August 17, 1993 and agreed to designate smoking areas and that these areas would be maintained as per their decision and interpretation. Now, Roadway Express has arbitrarily attempted to change past interpretation and decision from the National Grievance Committee. It is the Union's position that this attempt to re-designate terminal facilities as nonsmoking areas, is not consistent with the National Grievance Committee decision dated 8/17/93,

**ERJAC Case Number** C-155-96

**Year Heard** 1996

**Committee** Maintenance of Standards

**Local Union** 443                      **and Company** Consolidated Freightways

**Grievant** Robert Frost

**Article** 06, 08

**JAC Case Number**

**Regarding**

On behalf of Robert Frost, Union alleges violation of Articles 6 & 8, Union requests grievant be made whole for difference in new hire rate and full rate for all earnings at the New Haven terminal. 5/30/96 - The Panel, in executive session, motion made, seconded and carried that the Union's point of order is upheld. Therefore, this case is referred to the ERJAC Maintenance of Standards Committee for the July, 1996 docket.

**Decision Date** 7/22/1996

**Decision**

The panel, in executive session, motion made, seconded and carried that based on the facts, the claim of the Union is denied.

**Company Position**

No violation of Article 6 or 8.

**Union Position**

The grievant was transferred from Chicopee to New Haven. He was placed at the bottom of the seniority list at the new hire rate of pay and in violation of the contract and establish past practice at CF to pay transferred employees the full rate of pay they were making prior to transfer, regardless of their status on an active or inactive seniority list.

**ERJAC Case Number** MS-1-00

**Year Heard** 2000

**Committee** Maintenance of Standards

**Local Union** 326                      **and Company** Yellow Freight System

**Grievant** Nick Vannicolo, Et Al

**Article** 06, 08, 42

**JAC Case Number**

**Regarding**

On behalf of Nick Vannicolo for All Affected Employees, Union alleges violation of Articles 6, 8, 42 and all other applicable Articles prior to 11/21/99 and ongoing. Union claiming Company is intentionally creating a shortage of work.

**Decision Date** 4/19/2000

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that based on the facts in this particular case, the claim of the Union is denied.

**Company Position**

The Company is making operational decisions that reduce handlings and reduce overall transit times by using approved contractual means such as making direct pickups and road driver drops and/or picks. These decisions allow our company to remain competitive.

**Union Position**

Company is creating a shortage of work situation at the New Castle, Delaware terminal as a result of their diverting work to the Lancaster Terminal without the benefit of a Change of Operations which would allow employees to follow their work. Requesting Company maintain work at the New Castle facility or file proper Change.

**ERJAC Case Number** C-16-91

**Year Heard** 1991

**Committee** Maintenance of Standards

**Local Union** 25                      **and Company** Star Market Company

**Grievant** All Members

**Article** 06, 09

**JAC Case Number** 90-1252

**Regarding**

Violation of Articles 6 & 9 involving all members. Company unilaterally changed policy on smoking, Union seeks a cease and desist of this practice.

**Decision Date** 4/23/1991

**Decision**

The panel, in executive session, motion made and seconded, that the Company policy may be continued, The claim of the Union is denied.

**Company Position**

Company claims no change.

**Union Position**

Company unilaterally changed policy on smoking.



**ERJAC Case Number** C-345-96

**Year Heard** 1999

**Committee** Maintenance of Standards

**Local Union** 249                      **and Company** Yellow Transportation

**Grievant** Robert Reese

**Article** 06, 14, 37                      **JAC Case Number**

**Regarding**

On behalf of Robert Reese, Union alleges violation of Articles 6, 14 and 37 on June 18, 1996, Union requests grievant be placed in Modified Work Duty based on his seniority order. 1/28/97 - ERJAC - The panel, in executive session, motion made, seconded and carried this case is referred to the NGC. 5/14/97 - The NGC adopted a motion this case be referred to a Subcommittee. 3/3/99 - The NGC adopted a motion to refer this case to a SubCommittee to investigate the facts of this case and submit a recommendation based on its findings to the NGC at its next meeting. [N-5-97-E17.]

**Decision Date** 6/9/1999

**Decision**

The National Grievance Committee, on June 9, 1999 adopted the following recommendation of the SubCommittee. Based on the facts presented, the company is to make contributions at the applicable freight rates to the Western, PA Teamsters and Employers Pension Fund for the period commencing with July 27, 1996 through the week ending December 12, 1998, pursuant tot he agreement reached with the grievant, Robert Reese.

**Company Position**

There is no violation of the modified work rules.

**Union Position**

The grievant should be placed in Modified Work Duty based on his seniority order.

**Committee** Maintenance of Standards

**Local Union** 449                      **and Company** Consolidated Freightways

**Grievant** Ken Nelligan, Et Al

**Article** 06, 14, 43                      **JAC Case Number**

**Regarding**

On behalf of all affected, Union alleges violation of Articles 6, 14 and 43 on May 11, 2000. Union claiming Company unilaterally changed working conditions. 7/25/2000 - The Panel, in Executive Session, could not reach agreement. This case is deadlocked. 9/5/00 - ERJARC Forwarded this case for hearing to the National Grievance Committee. 9/27/00 The NGC a motion was made that based on a review of the transcript, this is a unilateral change and is subject to mandatory bargaining; therefore, the claim of the Union should be upheld. Motion deadlocked.

**Decision Date** 5/30/2001

**Decision**

Based on a review of the facts presented to the National Grievance Committee, the National Review Committee, on May 30, 2001 agrees to resolve the deadlocked in this case as follows: Based on a review of the transcript in this case and based on a previous National decision, the claim of the Union is denied. The establishment and termination of modified work programs under Article 1 is voluntary and within the discretion of the Employer. However, it is understood that the Employer may once implement a modified work program and then discontinue a modified work program at a specific site during the term of this contract. Thereafter, a modified work program may only be re-implemented and subsequently discontinued,

**Company Position**

It is the Company's right to terminate the modified work program.

**Union Position**

The company unilaterally changed working conditions.

**ERJAC Case Number** MS-32-04

**Year Heard** 2004

**Committee** Maintenance of Standards

**Local Union** 391 **and Company** Roadway Express

**Grievant** Kirk W. Wade

**Article** 06, 14, 44

**JAC Case Number**

**Regarding**

On behalf of Kirk W. Wade, Union alleges violation of Article 6, 14, 44 (4) and all other appropriate Articles of the NMFA and the Carolina City Cartage Supplemental Agreement on October 1, 2001. Union seeks grievant be made whole all lost monies and benefits under Modified Work.

**Decision Date** 7/28/2004

**Decision**

The Panel, in Executive Session, motion made, seconded and carried the Company's Point of Order is held in abeyance as the Union requested this case be heard on its merits. Having heard the facts of the case, the claim of the Union is denied.

**Company Position**

Proper removal from modified and properly paid all wages and benefits.

**Union Position**

Kirk Wade was improperly removed from modified work and improperly paid under the Labor Agreement for wages and benefits due.

**ERJAC Case Number** H-10-98

**Year Heard** 1998

**Committee** Safety & Health

**Local Union** 71 **and Company** Yellow Transportation

**Grievant** All Affected Employees

**Article** 06, 16

**JAC Case Number**

**Regarding**

On behalf of All Affected Employees, Union alleges violation of Articles 6(1) & 16(7) during March, 1998, Union claiming Company water supply was contaminated with tetrachloroethylene.

**Decision Date** 7/29/1998

**Decision**

The panel, in executive session, motion made, seconded and carried that there is no violation of the contract.

### **Company Position**

It is the Company's position that this issue is not a contractual matter, rather it is a governmental issue that we handled as directed by the State of North Carolina Department of Environment and Natural Resources.

### **Union Position**

In March 1998 the Company's water supply was found to be contaminated with a cancer causing chemical called tetrachloroethylene. The employees had been drinking this water and washing with it and the Union requests that the company provide and pay for all medical tests to determine if any employee has been affected by the chemical.

**Committee** Maintenance of Standards

**Local Union** 71 **and Company** Consolidated Freightways

**Grievant** Kay Howard, et al

**Article** 06, 18, 19, 39 (WP)

**JAC Case Number** 433CL96

**Regarding**

On behalf of Kay Howard, et al, Union alleges violation of Articles 6, 18, 19 and 39 beginning on June 17, 1996, Union requests grievant's be made whole for eight (8) hours per day. 4/21/97 - The Panel, in executive session, motion made, seconded and carried that this case is referred to a Subcommittee of Sam Carter and Butch Kirby to determine job function and performance of Carla Cullitan and to report back to Committee A at the next ERJAC hearing in July, 1997. 7/22/97 - Committee A replaced Sam Carter with Herman Volpe on Subcommittee.

**Decision Date** 10/28/1997

**Decision**

The panel, in executive session, motion made, seconded and carried that based on the Subcommittee investigation and report there is no violation of the Agreement, and therefore, the claim of the Union is denied.

**Company Position**

The Union is trying to paint a picture that Cullitan is doing their corrections and that simply is not so. Corrections are done by both management and union personnel. Anyone who gets a call from the customer can make a correction if they have the authority to do so.

**Union Position**

The facts show clearly what customer service duties include. They clearly show this is bargaining unit work and they clearly show that Carla Cullitan, who is no longer a bargaining unit employee, is still performing these duties on a regular basis.

**ERJAC Case Number** MS-01-96

**Year Heard** 1997

**Committee** Maintenance of Standards

**Local Union** 71 **and Company** Consolidated Freightways

**Grievant** Mary Chipley, Kay Howard, Et Al

**Article** 06, 19, 28, 34

**JAC Case Number** 363CL95

**Regarding**

On behalf of Mary Chipley and Kay Howard, et al, Union alleges violation of Articles 6, 19, 28, and 34(4), Work Limitations. 7/23/96 - The Panel, in executive session motion made, seconded and carried that this case is referred to a Sub-Committee of B. Bell and F. Wood to determine the facts of this case. This Committee holds jurisdiction.

**Decision Date** 1/27/1997

**Decision**

The Panel, in executive session, motion made, seconded and carried to adopt the Subcommittee report. Therefore, the monetary claim is denied. The Company is instructed to comply with the contract.

**Company Position**

We have no control over work that is not ours. CF is not responsible for OS&D from Sear's vendors and as a result our clerks are not involved in any of that decision making as the freight is controlled by Sear's on a master bill from the vendor.

**Union Position**

Management and others are performing clerical duties regarding Sears Logistics Freight. We request a cease and desist of those people performing bargaining unit work and claim four (4) hours pay for each day from August 28, 1995 to September 8, 1995.

**ERJAC Case Number** C-190-95

**Year Heard** 1995

**Committee** Maintenance of Standards

**Local Union** 107 **and Company** Carolina Freight Carriers

**Grievant** Harry Arnold, Robert Brown

**Article** 06, 20

**JAC Case Number**

**Regarding**

On behalf of Harry Arnold and Robert Brown, Union alleges violation of Articles 6 and 20, claiming Company arbitrarily changed bids on 5/19/95; requesting Hartford start times be put back on Hartford bid.

**Decision Date** 7/24/1995

**Decision**

The Panel, in executive session, motion made, seconded and carried that the claim of the Union is denied.

**Company Position**

It was explained why the bids were being increased, decreased or otherwise adjusted as we have done in the past. It was made clear to the Union that we have the right to adjust bids based on levels of business.

**Union Position**

The company arbitrarily changed bids on 5/19/95; requesting Hartford start times be put back on Hartford bid.

**ERJAC Case Number** MS-38-03

**Year Heard** 2003

**Committee** Maintenance of Standards

**Local Union** 294                      **and Company** USF Red Star Express

**Grievant** Ronald Rice

**Article** 06, 38

**JAC Case Number**

**Regarding**

On behalf of Ronald Rice, Union alleges violation of Articles 6 and 38 on April 17, 2003. Union seeks grievant be made whole forty (40) hours sick pay claiming he has not received pay for his unused sick days upon his retirement.

**Decision Date** 7/30/2003

**Decision**

The Panel, in Executive Session, motion made, seconded and carried based on the facts presented in this instant case, the claim of the Union is upheld.

**Company Position**

Had Rice come to work for one (1) day in the new contract year and then booked off sick for five (5) days, the Company would have been obligated to pay the sick days as per the contract. The Company is under no obligation to pay for unused sick days.

**Union Position**

On April 17, 2003, the grievant was supposed to receive his sick days not used due to his retirement. He received no check. Grievance has a copy of vacation and sick days signed by his Supervisor Ed Bemis.



**ERJAC Case Number** R-70-00

**Year Heard** 2001

**Committee** Maintenance of Standards

**Local Union** 391                      **and Company** Roadway Express

**Grievant** Huey L. Moore

**Article** 06, 40, 42, 50

**JAC Case Number**

**Regarding**

On behalf of Huey L. Moore, Union alleges violation of Articles 6, 40, 42 and 50 on February 9, 2000. Union seeks grievant be made whole for seven (7) hours and twenty (20) minutes run-around at the applicable rate of pay. 7/13/2001 - ERJARC - denied the Company's Point of Order The case is referred back to the Eastern Region Joint Area Committee to be heard on its merits.

**Decision Date** 10/23/2001

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that the claim of the Union is denied.

**Company Position**

The grievant is alleging runaround because the company dispatched a foreign driver to his home terminal in accordance with Article 42, Section 7 (12). That provision of the road contract reads as follows: "Foreign drivers may be dispatched to their home terminal ahead of domiciled bid drivers provided such domiciled bid drivers are protected to their bid point within their bid day on a one for one basis...".

**Union Position**

The employee has an Express Scheduled Department time from Kernersville, NC to Cincinnati, OH at 0500 hours. On 2-9-00 Roadway Express called him and put him on delay, which is in compliance with the negotiated Express Scheduled Departure time rules negotiated between the parties. Roadway Express dispatched a Cincinnati, OH domicile driver, McHenry, to Cincinnati, OH at 0789. The above employee was not dispatched until 1509 which is in violation of the agreed to rules. This claim is for seven (7) hours and

**ERJAC Case Number** MS-08-99

**Year Heard** 1999

**Committee** Maintenance of Standards

**Local Union** 449                      **and Company** Roadway Express

**Grievant** All Members

**Article** 06, 43

**JAC Case Number**

**Regarding**

On behalf of All Members, Union alleges a violation of Articles 6 and 43 on October 29, 1998. Union claiming past practice with Company that Union agreed to take out of the Work Rules because it was holding up the agreement.

**Decision Date** 4/27/1999

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that based on the facts presented, the claim of the Union is denied.

**Company Position**

The bid and dispatch rules that were updated have already been agreed upon.

**Union Position**

Local 449 has a written agreement which was sent to Roadway on 9/30/98 to be signed and updated. This practice has been in effect since 1995 and Local 449 requests that under Article 6 of the NMFA and Article 43 of NYS Supplement that Roadway be instructed to sign the practice to be a record that it is an ongoing practice.

**ERJAC Case Number** C-47-94

**Year Heard** 1994

**Committee** Maintenance of Standards

**Local Union** 597 **and Company** St. Johnsbury Trucking Co.

**Grievant** All Affected Casuals

**Article** 06, 46, 53

**JAC Case Number** 7706V

**Regarding**

On behalf of all affected casuals, Union alleges violation of Articles 6, 46, 53, claiming Company failed to pay proper casual rate from June 1, 1993.

**Decision Date** 6/2/1994

**Decision**

The Panel, in executive session, motion made, seconded and carried that based on the facts of the Employer's concession to the Union's claim, the claim of the Union is upheld.

**Company Position**

No violation of NMFA.

**Union Position**

The Company failed to pay the proper casual rate form June 1, 1993.

**ERJAC Case Number** MS-10-04

**Year Heard** 2004

**Committee** Maintenance of Standards

**Local Union** 677 **and Company** New Penn Motor Express

**Grievant** Christopher Caporaso

**Article** 06, 50

**JAC Case Number**

**Regarding**

On behalf of Christopher Caporaso, Union alleges violation of Articles 6 (2) and 50 in February 2004. Union seeks grievant be made whole one (1) weeks vacation.

**Decision Date** 4/27/2004

**Decision**

The Panel, in Executive Session, motion made, seconded and carried the claim of the Union is denied.

**Company Position**

N/A

**Union Position**

New Penn is giving newly hired APA drivers one (1) week vacation more than existent drivers at New Penn. All drivers should be given the extra week vacation.

**ERJAC Case Number** MS-12-95

**Year Heard** 1995

**Committee** Maintenance of Standards

**Local Union** 429 **and Company** Plymouth Rock Transportation

**Grievant** Affected Road Drivers

**Article** 06, 57

**JAC Case Number**

**Regarding**

Request from Company under Articles 6, 57, to change road drivers from hourly rate to mileage; involves Local 429.

**Decision Date** 10/23/1995

**Decision**

The Panel, in executive session, motion made, seconded and carried that the request of the Company is approved.

**Company Position**

Under the terms of the NMFA, Article 6, Section 1, Plymouth Rock feels it is in our best interest and the improvement of our Company to have our road men on mileage as opposed to an hourly rate. We would like to change from shuttle to a road operation. All provisions of Article 57 would apply to our operation.

**Union Position**

No objection to the change of maintenance of standard.

**ERJAC Case Number** MS-3-04

**Year Heard** 2004

**Committee** Maintenance of Standards

**Local Union** 71 **and Company** Yellow Transportation

**Grievant** T. Russell on behalf of all affected

**Article** 06, 57 **JAC Case Number**

**Regarding**

On behalf of all affected Union alleges violation of Articles 6 (1) and 57. Union requests company open up the toilet facility in the trailer repair shop area.

**Decision Date** 1/27/2004

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that there is no violation of Article 6 and the claim of the Union is denied.

**Company Position**

There has been no violation of the contract and company does maintain clean and heated toilet facilities including hot and cold running water.

**Union Position**

The Union is requesting the Company to open up the toilet facility in the trailer repair shop area. Repairs have been completed and in accordance with the contract the facility should be able to the employees working in that area.

**ERJAC Case Number** C-49-91

**Year Heard** 1992

**Committee** Maintenance of Standards

**Local Union** 25                      **and Company** St. Johnsbury Trucking Co.

**Grievant** All Laid Off Employees

**Article** 06, 59, 61

**JAC Case Number** 91-707

**Regarding**

On behalf of all laid off employees, Union alleges violation of Articles 6, 59(a) and 61, Section 14, requesting Company make whole any and all laid off employees affected by Company dropping unattended trailers.

**Decision Date** 1/21/1992

**Decision**

The panel, in executive session, motion made seconded and carried that the claim of the Union is denied.

**Company Position**

Company claims that they are not in violation of the contract.

**Union Position**

Union seeks to have all laid-off employees effected by Company dropping unattended trailers made whole.

**ERJAC Case Number** C-08-99

**Year Heard** 1999

**Committee** Committee A

**Local Union** 560                      **and Company** USF Red Star Express

**Grievant** All Members

**Article** 07                                      **JAC Case Number**

**Regarding**

Ernie Soehl on behalf of All Members, Union alleges violation of Article 7. Union requesting information relevant to a grievance.

**Decision Date** 1/26/1999

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that the Company is instructed to comply with Article 7 of the current NMFA and provide the information requested.

**Company Position**

Requesting six (6) months of time and attendance records for the three (3) grievants involved when the grievance at hand only involved the actions of these individuals on a single night makes no sense.

**Union Position**

The time cards, for the past six (6) months, for the three (3) drivers accused of theft of time have been requested and the company has denied our information request.



**ERJAC Case Number** R-05-99

**Year Heard** 1999

**Committee** Committee A

**Local Union** 560                      **and Company** USF Red Star Express

**Grievant** John Leggio

**Article** 07

**JAC Case Number**

**Regarding**

On behalf of John Leggio, Union alleges violation of Article 7 on November 25, 1998. Union claiming the Company will not supply the Union with information so they may investigate the grievance.

**Decision Date** 1/26/1999

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that the Company is instructed to arrange a meeting with the witness, either in person or by telephone, in order to give the Local Union an opportunity to discuss this matter with the witness.

**Company Position**

We have already provided all information relevant to this grievance and has been provided in proper form for a grievance hearing, notarized.

**Union Position**

Company will not supply Local Union with information so Local can investigate the grievance.

**ERJAC Case Number** C-034-99

**Year Heard** 1999

**Committee** Committee A

**Local Union** 404                      **and Company** Roadway Express

**Grievant** Steve Labonte, Robert Broems, et al

**Article** 07                                      **JAC Case Number**

**Regarding**

On behalf of Steve Labonte, Robert Broems, et al, Union alleges a violation of Article 7(5) on November 11, 1998. Union claiming delay in payment of all grievants settled.

**Decision Date** 7/27/1999

**Decision**

Pilot for C-35, C-36, C-37-99. The Panel, in Executive Session motion made, seconded and carried that based on the facts in this instant case, the claim of upheld for eight (8) hours.

**Company Position**

There were conflicting cases on this issue, one at the JAC level and one at the NGC level. The Union could not have it both ways and it was agreed the company would pay this grievance pending the withdrawal of the case at the NGC.

**Union Position**

The actual grievance was agreed to be paid on January 21, 1999 and still has not been paid as of February 23, 1999.

**ERJAC Case Number** R-034-99

**Year Heard** 1999

**Committee** Committee B

**Local Union** 557                      **and Company** USF Red Star Express

**Grievant** William Farrell

**Article** 07

**JAC Case Number**

**Regarding**

On behalf of William Farrell, Union alleges violation of Article 7 on March 10, 1999. Union seeking information to investigate grievances.

**Decision Date** 4/27/1999

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that based on the facts presented in this instant case, the claim of the Union is denied.

**Company Position**

The information was given to the Union.

**Union Position**

The Company is denying the Steward and Local Union written information in order to investigate grievances.

**ERJAC Case Number** C-115-99

**Year Heard** 1999

**Committee** Committee B

**Local Union** 639                      **and Company** ABF Freight System

**Grievant** Robert Slade

**Article** 07                                      **JAC Case Number**

**Regarding**

On behalf of Robert Slade, claiming a violation of Article 7(2) on April 8, 1999. Union claiming Company has not provided them with information relevant to a grievance.

**Decision Date** 7/27/1999

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that based on the facts and evidence presented, the claim of the Union is denied.

**Company Position**

The Union has asked the grievant for the records and he has refused to give these documents to the Union. He has also requested that the Company not release his medical records to anyone and the company has complied with that request.

**Union Position**

On March 23, 1999 the Union made a written request for specific information covering an employee's absence from work that is relevant to a seniority grievance. The Union must have this information to process the grievance.

**ERJAC Case Number** C-088-98

**Year Heard** 1998

**Committee** Committee B

**Local Union** 776                      **and Company** Consolidated Freightways

**Grievant** Affected Employees

**Article** 07

**JAC Case Number**

**Regarding**

On behalf of Grievance #87588, Union alleges violation of Article 7 on February 16 & March 25, 1998, Union requests Company comply with Article 7 and provide requested information. 7/28/98 - The panel, in executive session, motion made that the claim of the Union be denied. Motion deadlocked to the National Grievance Committee.

**Decision Date** 11/18/1998

**Decision**

The National Grievance Committee, on November 18, 1998, adopted a motion that based on a review of the transcript of this case, there is no violation and therefore, the claim of the Union is denied.

**Company Position**

These reports are given to the Local Union in accordance with the NMFA.

**Union Position**

Union requests company comply with contract and provide the information necessary to investigate grievance and properly represent membership.

**ERJAC Case Number** C-31-01

**Year Heard** 2001

**Committee** Committee A

**Local Union** 170                      **and Company** Roadway Express

**Grievant** Kenneth Bergen

**Article** 07

**JAC Case Number**

**Regarding**

On behalf of Kenneth Bergen, Union alleges violation of Article 7 (5) on February 28, 2001. Union seeks grievant be made whole all lost wages and contractual benefits.

**Decision Date** 10/23/2001

**Decision**

The Panel, in Executive Session, motion made, seconded and carried based on the facts in this instant case, the claim of the Union is upheld for two (2) days pay, specifically February 28th and March 1st.

**Company Position**

Payment was made to Mr. Bergan pay ending on 2/24/01 and directly deposited per his instructions on 3/1/01.

**Union Position**

The Company is in violation of Article 7, Section 5. The Union is seeking all lost wages and contractual benefits on behalf of Brother Kenneth Bergen.

**ERJAC Case Number** R-24-01

**Year Heard** 2002

**Committee** Committee A

**Local Union** 317 **and Company** Yellow Transportation

**Grievant** On behalf of Affected Employees

**Article** 07 **JAC Case Number**

**Regarding**

On behalf of Kim Crandall, Tim Gumaer, Ray Vanderwoude, Laurie Wood, Joe Chase and Doug Carlson, Union alleges violation of Article 7 (5) December 5, 2001 through January 11, 2002. Union seeks grievants be made whole eight (8) hours pay per day at \$19.54 per hour for thirty-six (36) days, a total of \$5,627.52.

**Decision Date** 4/22/2002

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that based on the facts presented in this instant case the claim of timeliness is upheld for \$500.00 for each grievant.

**Company Position**

There was never a monetary award nor a specific grievance committee decision nor resolution of this matter until January 8, 2002. Settlement checks were issued the next day.

**Union Position**

Company violation of Article 7, Section 5 - timely payment of grievance.

**ERJAC Case Number** R-10-00

**Year Heard** 2000

**Committee** Committee B

**Local Union** 776 **and Company** USF/Red Star

**Grievant** Robert Barner

**Article** 07

**JAC Case Number**

**Regarding**

On behalf of Robert Barner, Union alleges violation of Article 7, penalty pay settled grievance. 1/25/2000 - The Panel, in Executive Session, could not reach agreement. This case is deadlocked to the Eastern Region Joint Area Review Committee.

**Decision Date** 2/29/2000

**Decision**

The ERJARC ruled that based upon the review of the transcript and documents, the claim of the Union is upheld for thirty-five (35) days of eight (8) hours at the applicable straight time rate of pay.

**Company Position**

The grievant was not paid the full settlement amount because in the payroll process his grievance inadvertently picked up the settlement amount of another Harrisburg grievance being processed at the same time. An inadvertent error was made.

**Union Position**

All monies due for payment of grievance number 40312.



**ERJAC Case Number** R-11-00

**Year Heard** 2000

**Committee** Committee B

**Local Union** 776                      **and Company** USF/Red Star

**Grievant** Edward Shetter

**Article** 07                                      **JAC Case Number**

**Regarding**

On behalf of Edward Shetter, Union alleges violation of Article 7, penalty pay settled grievance.

**Decision Date** 1/25/2000

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that the grievant is to be paid one day's penalty plus \$4.71.

**Company Position**

Grievant was paid properly for the grievance once notice of nonpayment was provided to the Company. However, when payment was given to the grievant the next day he immediately gave it back. Our position is that the contractual penalty pay claim ended the moment the grievant refused the settlement pay provided and gave it back.

**Union Position**

All monies due. Company owes penalty pay from 3/19/99 for grievant number 84127 which has not been paid timely paid.

**ERJAC Case Number** C-14-00

**Year Heard** 2000

**Committee** Committee A

**Local Union** 249                      **and Company** Yellow Freight System

**Grievant** Michael A. Ceoffe

**Article** 07

**JAC Case Number**

**Regarding**

On behalf of Michael A. Ceoffe, Union alleges violation of Article 7(2,3) on August 16, 1999. Union claiming Company did not forward requested information.

**Decision Date** 1/25/2000

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that based on the facts in this instant case, there is no violation of Article 7.

**Company Position**

The request for information letter clearly failed the standards as required by the contract.

**Union Position**

Request for information given to Mike Brenner on August 16, 1999. No information has been forwarded.

**ERJAC Case Number** C-41-00

**Year Heard** 2000

**Committee** Committee A

**Local Union** 110                      **and Company** Consolidated Freightways

**Grievant** A. Wayne Green

**Article** 07                                      **JAC Case Number**

**Regarding**

On behalf of A. Wayne Green, Union alleges violation of Article 7(5) on October 126, 1999. Union claiming Company failed to make timely payment of a monetary grievance settlement, seeks 8 hours pay for each days ongoing.

**Decision Date** 1/25/2000

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that based on the fact in this instant case, that the benefit coverage for the months agreed to have been secured by either the Welfare Fund or the Company, the Union's claim under Article 7, Section 5 is denied.

**Company Position**

The company did make these contributions in a timely manner. However, for some unknown reason, either the Fund or payroll made an error; they were recorded as October/November contributions when they should have been noted as August/September contributions.

**Union Position**

Company has failed to make a timely payment of a monetary grievance settlement. Grievant seeks liquidated damages of 8 hours straight time pay for each day since 10/26/99 that the Company delays payment.

**ERJAC Case Number** R-41-00

**Year Heard** 2000

**Committee** Committee B

**Local Union** 992                      **and Company** Consolidated Freightways

**Grievant** Robert D. Heavner

**Article** 07                                      **JAC Case Number**

**Regarding**

On behalf of Robert D. Heavner, Union alleges violation of Article 7(5) and all applicable Articles on December 14, 1999. Union seeks grievant be made whole liquidated damages and all monies due in settlement agreement.

**Decision Date** 4/18/2000

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that based on the facts in this instant case, the claim of the Union is denied.

**Company Position**

Grievant is looking for “all clock time” at customer locations on road peddle runs and also delay in additional drops and hooks when the actual time written in to perform this work simply was not logical.

**Union Position**

Request that the grievant be paid all monies remaining per settlement agreement and eight (8) hours straight time pay as liquidated damages for each calendar day from 12/14/99 until paid in full per cited reference.

**ERJAC Case Number** R-58-00

**Year Heard** 2000

**Committee** Committee B

**Local Union** 71 **and Company** Consolidated Freightways

**Grievant** Charles W. Mullis

**Article** 07 **JAC Case Number**

**Regarding**

On behalf of Charles W. Mullis, Union alleges violation of Article 7 on March 14, 2000. Union seeks grievant be made whole for \$531.99, for settled grievance and 8 hours per day from March 14, 2000 until payment of grievance.

**Decision Date** 10/23/2000

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that based on the facts and evidence presented, the claim of the Union is upheld for eight (8) hours pay at the straight time rate of pay.

**Company Position**

The case appeared at ERJAC and was settled for \$422.25; that should have ended the case. It was discussed with the Union as they stated it was still incorrect, authority to cut the check from our payroll department was secured on 4/14/00 and a draft was cut and available to Mullis on 4/14/00.

**Union Position**

The Company agreed on 2/23/00 to settle case R-6-00 for an additional \$177.33 per three (3) weeks, a total of \$531.99. As of today's date, we have not received final payment of R-6-00. We are filing for eight (8) hours for each day after 3/14/00 until proper payment is received for the above.

**ERJAC Case Number** R-3-04

**Year Heard** 2004

**Committee** Committee B

**Local Union** 28                      **and Company** Roadway Express

**Grievant** Robert Romine

**Article** 07

**JAC Case Number**

**Regarding**

On behalf of Robert Romine, Union alleges violation of Article 7 (5) on August 12, 2003. Union seeks grievant be made whole eight (8) hours pay for the dates of September 15th, 16th, 17th and 18th for runaround claim.

**Decision Date** 1/27/2004

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that in this instant case the claim of the Union is upheld for one (1) days pay.

**Company Position**

The Company immediately made payment on the very day notified on non-payment.

**Union Position**

On 8/12/03, Conley Edwards agreed to pay 5.5 hours runaround to Brother Romine. Skipper Barnett and Robert Romine met with Conley on 8/25/03 and advised the claim of 5.5 hours had not yet been paid. Conley Edwards stated he would take care of it. On 9/19/03, R. Romine received a check for 5.5 hours. According to Article 7, Section 5, Brother Romine is entitled to eight (8) hours pay for the dates September 15th, 16th, 17th and 18th (4 days). Request Committee to instruct Roadway to pay this claim.

**ERJAC Case Number** C-17-00

**Year Heard** 2000

**Committee** Committee A

**Local Union** 110                      **and Company** Consolidated Freightways

**Grievant** A. Wayne Green

**Article** 07, 14, 37                      **JAC Case Number**

**Regarding**

On behalf of A. Wayne Green, Union alleges violation of Articles 7, 14 and 37 on November 5, 1999. Union claiming company forced grievant to take a hearing test.

**Decision Date** 1/25/2000

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that based on the facts presented there is no violation of the contract.

**Company Position**

The grievant was asked to take a hearing test as he was returning to work after a series of disciplinary actions, including a discharge, which boiled down to his not following instructions. The terminal manager was told that part of the problem may be he does not hear the instructions and if he is having difficulty hearing, that could be a safety issue.

**Union Position**

Company harassed and discriminated against grievant by forcing him to take hearing test. These actions of the Company are in retaliation because the grievant filed an OSHA complaint. Grievant was the only employee forced to take a hearing test.

**ERJAC Case Number** C-303-95

**Year Heard** 1996

**Committee** Committee A

**Local Union** 560                      **and Company** ABF Freight System

**Grievant** John Ryan

**Article** 08                                      **JAC Case Number**

**Regarding**

On behalf of John Ryan, Shop Steward, Union requests clarification of decision rendered in C-303-95.

**Decision Date** 5/29/1996

**Decision**

The panel, in executive session, motion made, seconded and carried that based on the evidence provided by the parties, there is no violation of the Change, therefore, the claim of the Union is denied.

**Company Position**

Union was aware that business levels have declined dramatically in January 1996 and at present we are not using the entire seniority roster on a daily basis. A forced transfer of any additional employees into Paterson would obviously create a layoff situation.

**Union Position**

Clarification of the decision rendered for case number C-303-95, change of operations.



**ERJAC Case Number** C-147-96

**Year Heard** 1996

**Committee** Committee B

**Local Union** 776                      **and Company** USF Red Star Express

**Grievant** Matt Payami

**Article** 08

**JAC Case Number**

**Regarding**

On behalf of Matt Payami, Union alleges violation of MR-CO-28-8/95, Union claiming grievant be brought to Carlisle and compensated for all lost wages and benefits.

**Decision Date** 5/30/1996

**Decision**

The panel, in executive session, motion made, seconded and carried that based on the facts in this instant case, the Company is instructed to pay each grievant one-hundred and sixty (160) hours at the straight time rate of pay.

**Company Position**

Several employees were unable to claim their bid on the date of implementation so a hold-down bid was conducted and the grievant was awarded one such hold-down bid. It took several weeks to insure all qualified employees were notified and given the opportunity to bid. Upon completion of the bid the successful bidders were notified and instructed to report.

**Union Position**

Grievant was not brought to Carlisle properly and he should be compensated for all lost wages and fringe benefits.

**ERJAC Case Number** C-055-95

**Year Heard** 1996

**Committee** Committee A

**Local Union** 687                      **and Company** USF Red Star Express

**Grievant** Keith Facteau

**Article** 08

**JAC Case Number** C-39-94

**Regarding**

On behalf of Keith Facteau, Union alleges violation of Article 8, Section 6, claiming grievant's seniority rights violated by dovetailing of Jerry Reyome into Plattsburgh facility.

**Decision Date** 4/22/1996

**Decision**

The panel, in executive session, motion made, seconded and carried that the decision rendered in Case N-9 -94-E12 by the National Grievance Committee is final and binding in accordance with Article 8(1) of the NMFA, therefore, the claim of the grievant is denied.

**Company Position**

The Company contends that there is no violation of Article 8, Section 6.

**Union Position**

Grievant's seniority rights have been violated by the dovetailing of Jerry Reyome into the Plattsburgh facility.

**ERJAC Case Number** C-135-96

**Year Heard** 1996

**Committee** Committee B

**Local Union** 430                      **and Company** ABF Freight System

**Grievant** Affected Employees

**Article** 08

**JAC Case Number**

**Regarding**

Union claiming the Company is failing to provide the Local Union with monthly casual reports for the Lancaster and Harrisburg terminals.

**Decision Date** 5/29/1996

**Decision**

The panel, in executive session, motion made, seconded and carried that there is no violation of the Change, therefore, the claim of the Union is denied.

**Company Position**

On February 29th, the Company forwarded to Local Union 430 all casual records from October of 1995 up to and including week-ending February 3, 1996. We feel we have afforded the Local all of the casual records that are necessary for them to monitor the situation.

**Union Position**

ABF Freight System is not furnishing Teamsters Local 430 with monthly casual reports from the Lancaster and Harrisburg terminals. This is in violation of a Joint Area Committee decision on case number C-431-95.

**ERJAC Case Number** R-189-96

**Year Heard** 1997

**Committee** Committee B

**Local Union** 391                      **and Company** Roadway Express

**Grievant** Scott Sechrest

**Article** 08

**JAC Case Number**

**Regarding**

On behalf of Scott Sechrest, Union alleges violation of Article 8, and all other appropriate Articles on May 25, 1996, Union requests Company be instructed to perform another test run using a run of the mill tractor and have a Local 391 member in the tractor.

**Decision Date** 1/27/1997

**Decision**

The Panel, in executive session, motion made, seconded and carried that the claim of the Union is denied.

**Company Position**

We have run this trip many, many times since the test run and there have been no occasions with any driver not making it within ten (10) hours.

**Union Position**

The above-names employee contends the Company submitted in invalid test run from Greenville, SC to Carlisle, PA. He requested the Company be instructed to run another test run using a run of the mill tractor with similar weight and have a Local 391 member in the tractor.

**ERJAC Case Number** C-040-98

**Year Heard** 1998

**Committee** Committee B

**Local Union** 294                      **and Company** Vallerie Transportation

**Grievant** Henry Raffin

**Article** 08

**JAC Case Number**

**Regarding**

On behalf of Henry Raffin, Union alleges violation of Article 8(6), Union requests grievant be made whole for eight (8) months pension contributions.

**Decision Date** 4/20/1998

**Decision**

The Panel, in executive session, motion made, seconded and carried that based on the evidence presented, the claim of the Union is upheld.

**Company Position**

Did not appear.

**Union Position**

Company has not paid the grievant's pension from January 1997 through August 1997 and in the change of operations it was ruled that the South Windsor, CT drivers stay in the New England Pension Fund.

**ERJAC Case Number** R-011-98

**Year Heard** 1998

**Committee** Committee B

**Local Union** 28                      **and Company** Roadway Express

**Grievant** William Freutel, III

**Article** 08                                      **JAC Case Number**

**Regarding**

On behalf of William Freutel, III, Union alleges violation of Article 8(6), Union protesting seniority in regard to punch marks.

**Decision Date** 4/20/1998

**Decision**

The panel, in executive session, motion made, seconded and carried that this Committee re-form the decision in Case #522R97 made by the Carolina Bi-State Committee on October 14, 1997, accordingly the claim of the Union is denied.

**Company Position**

There is no violation of Article 8, Section 6.

**Union Position**

The reason of the protest of seniority dates is the statement, “only those changes from the dates appearing on the seniority list dated 4/13/97 are subject to change”. It has been a fifty (50) year practice that Roadway Express has used punch marks to determine the senior man when hired on the same date.

**ERJAC Case Number** R-113-97

**Year Heard** 1998

**Committee** Committee A

**Local Union** 671                      **and Company** ABF Freight System

**Grievant** G. Theocles, et al

**Article** 08

**JAC Case Number**

**Regarding**

On behalf of G. Theocles, et al, Union alleges violation of Article 8(6) and CO-04-96 on May 25, 1997, Union claiming Company removed line haul bid from bid list without change of operation. 7/22/97 - The panel, in executive session, could not reach an agreement. This case is deadlocked to the National Grievance Committee. 12/3/97 - NGC - Please be advised that the National Grievance Committee, on December 3, 1997, adopted a motion to appoint a Subcommittee to review the facts and evidence in this case and submit a recommendation based on its findings to the NGC at its next meeting.

**Decision Date** 8/19/1998

**Decision**

The National Grievance Committee, on August 19, 1998, adopted the recommendation of the Subcommittee as follows:

“After a thorough review and investigation of the facts in this case, the claim of the Union be denied.”

**Company Position**

The company retains its right to run its business in the most economical fashion possible.

**Union Position**

Company removed linehaul bid from list without change of operation.

**ERJAC Case Number** C-57-01

**Year Heard** 2001

**Committee** Committee B

**Local Union** 776 **and Company** Consolidated Freightways

**Grievant** Daryl Posey

**Article** 08

**JAC Case Number**

**Regarding**

On behalf of Daryl Posey Union alleges violation of Article 8. Union seeks offer be made to transfer.

**Decision Date** 7/24/2001

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that based on the facts presented, the claim of the Union is denied.

**Company Position**

The Carlisle maintenance men are used on a specific basis within the Mid-Atlantic division for special projects and are not used as general terminal maintenance as the grievant and Local Union claim.

**Union Position**

Offer should be made to transfer to York, PA or Baltimore, MD.



**ERJAC Case Number** C-20-02

**Year Heard** 2002

**Committee** Committee A

**Local Union** 404 **and Company** New Penn Motor Express

**Grievant** Charles Morrison, Et Al

**Article** 08

**JAC Case Number**

**Regarding**

On behalf of Charles Morrison, Et Al, Union alleges violation of Article 8 (6) on February 11, 2002. Union requests that Company file a change of operation for a new satellite terminal in Burlington, Vermont.

**Decision Date** 4/22/2002

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that the claim of the Union is denied.

**Company Position**

This new terminal freight was picked up in Springfield by Carpenter's and never delivered to the interline.

**Union Position**

Burlington, Vermont road drivers pick up loads in Springfield, MA. Our drivers should bring loads to Vermont that city drivers be allowed to follow this work to new terminal.

**ERJAC Case Number** C-431-95

**Year Heard** 1995

**Committee** Committee B

**Local Union** 430                      **and Company** ABF Freight System

**Grievant** All ABF Employees

**Article** 08

**JAC Case Number**

**Regarding**

On behalf of all ABF employees, Union alleges violation of Article 8, employees not permitted to follow work.

**Decision Date** 12/13/1995

**Decision**

Based on the fact there was no evidence presented at this time that would require the Employer to hire additional employees, the claim of the Union is denied. However, the Employer is admonished to continue to offer casual employment to the laid off Local 430 employees at the involved terminals and to furnish monthly casual reports from those terminals to Local 430 so as to allow the grievants the opportunity to determine if and when additional hires are needed.

**Company Position**

No violation of the Change.

**Union Position**

Employees were not permitted to follow the work that was transferred to other areas.

**ERJAC Case Number** C-184-95

**Year Heard** 1995

**Committee** Committee B

**Local Union** 107 **and Company** Carolina Freight Carriers

**Grievant** William Louis Clem

**Article** 08

**JAC Case Number**

**Regarding**

On behalf of William Louis Clem, Union alleges violation of Article 8(6), claiming grievant denied following work in recent change of operations; could not resolve with Company.

**Decision Date** 7/24/1995

**Decision**

The Panel, in executive session, motion made, seconded and carried that based on the facts, there is no violation; therefore, the claim of the Union is denied.

**Company Position**

When the Carlisle relay operation was closed and the Baltimore relay was opened, the Carlisle over-the-road drivers were offered and filled the transfer opportunities.

**Union Position**

We as a Local feel that we are not part of this charge and do not want eighteen (18) people dumped on us just as a numbers game.

**ERJAC Case Number** R-064-95

**Year Heard** 1995

**Committee** Committee A

**Local Union** 449                      **and Company** Consolidated Freightways

**Grievant** Kenneth Gesse

**Article** 08

**JAC Case Number**

**Regarding**

On behalf of Kenneth Gesse, Union alleges violation of Article 8(6), requesting Company pay grievant's health, welfare, pension through Utica plan.

**Decision Date** 10/23/1995

**Decision**

The Panel, in executive session, motion made, seconded and carried that the claim of the Union is denied.

**Company Position**

Company states they are complying with contract.

**Union Position**

Mr. Gesse has fifteen (15) years service in Utica. If he is required to stay in Central States now it could cost him between \$1,000 and \$1,500 a month when he retires. We are requesting that the National Committee allow CF to pay Mr. Gesse's health/welfare and pension through the Utica plan.

**ERJAC Case Number** R-080-95

**Year Heard** 1995

**Committee** Committee B

**Local Union** 429                      **and Company** Carolina Freight Carriers

**Grievant** Ronald Zerance

**Article** 08

**JAC Case Number**

**Regarding**

On behalf of Ronald Zerance, Union alleges violation of Article 8(6), claiming moving expenses not paid in full; requesting Company pay all costs including taxes for motel expenses.

**Decision Date** 10/23/1995

**Decision**

The Panel, in executive session, motion made, seconded and carried that the claim of the Union be denied.

**Company Position**

The Internal Revenue Service treats temporary lodging for transferring employees as taxable income; therefore, the company is required to make the appropriate deductions from the involved employee.

**Union Position**

The Company to pay all costs including taxes for motel expenses.

**ERJAC Case Number** C-128-95

**Year Heard** 1995

**Committee** Committee B

**Local Union** 776                      **and Company** Carolina Freight Carriers

**Grievant** Michael Corman

**Article** 08

**JAC Case Number**

**Regarding**

On behalf of Michael Corman, Union alleges violation of Article 8, requesting grievant be properly offered work opportunity under change of operations.

**Decision Date** 4/25/1995

**Decision**

The Panel, in executive session, motion made, seconded and carried that the claim of the Union is denied.

### **Company Position**

Grievant elected to remain in Carlisle under his assumption there might be work. The telephone bid was conducted with several Local 776 representatives, an Eastern Region representative of the Teamsters office and over a dozen shop stewards present. Any and all participating employees were provided with all available information and all who requested their seniority position were advised that such number was approximate.

### **Union Position**

To be properly offered work opportunities under Change of Operations.

**ERJAC Case Number** C-136-95

**Year Heard** 1995

**Committee** Committee B

**Local Union** 61 **and Company** Carolina Freight Carriers

**Grievant** All Affected Bid Men (Mechanics)

**Article** 08 **JAC Case Number**

**Regarding**

On behalf of all affected bid men (Mechanics), Union alleges violation of Article 8 and all applicable articles; requesting all lost earnings and fringes.

**Decision Date** 4/25/1995

**Decision**

The Panel, in executive session, motion made, seconded and carried that this case is referred back to the carried that this case is referred back to the parties to meet and establish what mechanical work was performed in Greensboro and if the Company has added additional mechanical work that was previously done in Cherryville. If the parties cannot resolve the issues, they may bring it back before this Committee with all pertinent facts.

**Company Position**

No violation of Article 8.

**Union Position**

Carolina has laid off these men and not offered them work anywhere else. Carolina is using outside vendors to do the maintenance work in Kernersville, NC terminal.

**Committee** Committee B

**Local Union** 391                      **and Company** ABF Freight System

**Grievant** All Affected Employees

**Article** 08

**JAC Case Number**

**Regarding**

On behalf of all affected employees, Union alleges violation of Article 8, claiming Company interlining freight with Estes, after change of operations was approved, since 11/7/94; requesting all lost earnings and benefits.

**Decision Date** 4/25/1995

**Decision**

The Panel, in executive session, motion made, seconded and carried that where the interline is beyond 75 miles from the terminal, laid off employees have no claim. If within the peddle area where employees are laid off and work is interlined sufficient to support a shift in the peddle area, the Company will offer the work to laid off employees. This is subject to the grievance procedure. The instant case is referred to the parties to settled in accordance with this interpretation.

**Company Position**

The interlining with Estes was not a sudden move but has been going on for some time. Also, the Eden peddle is extended on a daily basis into Martinsville, Collinsville and Danville. Also, as stated, we supplement this run with drivers from other areas as is needed and have had up to five (5) drivers in this area. All drivers were working on the days in question with the exception of maybe one (1) day.

**Union Position**

The Company filed for a change of operations closing the Danville, VA terminal. They put up one (1) bid to Eden and area then immediately began interlining Danville, VA freight with Estes Express Lines in violation of the change of operations. The Local Union has documented the amount of work being interlined since November 7, 1994.



**ERJAC Case Number** R-66-00

**Year Heard** 2000

**Committee** Committee A

**Local Union** 404 **and Company** APA Transport Corp.

**Grievant** Anthony Dell'Anno

**Article** 08

**JAC Case Number**

**Regarding**

On behalf of Anthony Dell'Anno, Union alleges violation of Article 8(6) on August 11, 2000. Union seeks grievant be made whole for all lost work opportunity.

**Decision Date** 10/23/2000

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that the claim of the Union is denied.

### **Company Position**

The decision of ERJAC has been complied with in its entirety for CO-9-00. When moving to a single seniority board, employee shall remain in that job classification with which he redomiciled and after making that choice must then remain in that job classification to which he redomiciled for a period of one (1) year, unless annual job bid at that domicile point takes place at least nine (9) months after redomicile.

### **Union Position**

That the transfer from Local 597 remain in his Local Job Classification for up to one year as defined in the ERJAC Decision and that member Anthony Dell'Anno remain in his road job, and to be made whole for all lost work opportunity.

**ERJAC Case Number** C-432-95

**Year Heard** 1995

**Committee** Committee B

**Local Union** 430                      **and Company** ABF Freight System

**Grievant** Thomas Lewis

**Article** 08                                      **JAC Case Number**

**Regarding**

On behalf of Thomas Lewis, Union alleges violation of Article 8, grievant not permitted to follow work.

**Decision Date** 12/13/1995

**Decision**

Based on the facts in this case, the claim of the Union is denied.

**Company Position**

No violation of the Change.

**Union Position**

Employees not permitted to follow the work.

**ERJAC Case Number** C-329-95

**Year Heard** 1995

**Committee** Committee B

**Local Union** 429                      **and Company** ABF Freight System

**Grievant** Ronald Zerance

**Article** 08

**JAC Case Number**

**Regarding**

On behalf of Ronald Zerance, Union alleges violation of Article 8, employees not allowed to follow road work.

**Decision Date** 12/13/1995

**Decision**

Based on the facts presented, the claim of the Union is denied.

**Company Position**

No violation of Article 8.

**Union Position**

The employees are not being allowed to follow the road work being transferred to other locations.

**ERJAC Case Number** SC-26-98

**Year Heard** 1998

**Committee** Subcontracting

**Local Union** 653 **and Company** Roadway Express

**Grievant** M. Pento, M. McDonough and T. Lee

**Article** 08, 32

**JAC Case Number**

**Regarding**

On behalf of M. Pento, M. McDonough and T. Lee, Union alleges violation of Articles 8 and 32(5) beginning on or about April 1, 1988 upon closing of South Boston Terminal, Union requests grievant's be made whole for all lost work opportunity.

**Decision Date** 7/29/1998

**Decision**

The panel, in executive session, motion made, seconded and carried that based on the facts presented, there is no violation of Article 32; therefore, the claim of the Union is denied.

**Company Position**

The company contends that there is no violation as on the days the employees claim, they either refused work, worked or nothing was transferred.

**Union Position**

Upon closing the South Boston terminal, freight normally delivered by those employees was transferred to a non-union interline carrier. The transferred employees from the South Boston area have been subsequently laid off as a result of the above actions.

**ERJAC Case Number** SC-03-97

**Year Heard** 1997

**Committee** Subcontracting

**Local Union** 340 **and Company** Roadway Express

**Grievant** All Affected Employees

**Article** 08, 32, 40

**JAC Case Number**

**Regarding**

On behalf of all affected employees, Union alleges violation of Articles 8, 32(1 & 3) and 40 continuing from November 21, 1996, Union claiming Company closed the Presque Isle Terminal and is servicing area with a non-union carrier.

**Decision Date** 1/29/1997

**Decision**

The panel, in executive session, motion made, seconded and carried that based on the facts and evidence presented, the claim of the Union is denied.

**Company Position**

There is no violation of the contract.

**Union Position**

The company closed the Presque Isle terminal and services area with a non-union carrier. The Union requests the terminal be reopened or service the area with a carrier that pays the rate.

**ERJAC Case Number** C-071-97

**Year Heard** 1997

**Committee** Committee B

**Local Union** 71                      **and Company** ABF Freight System

**Grievant** Otis Mellon

**Article** 08, 37, 42                      **JAC Case Number**

**Regarding**

On behalf of Otis Mellon, Union alleges violation of Articles 8, 37, 42 and all other appropriate Article on July 16, 1995, Union requests grievant be allowed to transfer to Kernersville, NC where he is qualified to work.

**Decision Date** 4/22/1997

**Decision**

The panel, in executive session, motion made, seconded and carried that based on the facts presented, the claim of the grievant is denied.

**Company Position**

The grievant bid the location himself off a posting. The Company had no influence on the grievant signing the bid or not signing the bid. He signed the bid and was awarded the bid in his seniority order.

**Union Position**

Grievant was allowed to transfer to a location where he was not CDL qualified and company was aware of his condition that would prevent him from becoming CDL qualified. Request he be able to transfer to Kernersville, NC where he is qualified to work.

**ERJAC Case Number** R-44-00

**Year Heard** 2000

**Committee** Committee A

**Local Union** 449 **and Company** Consolidated Freightways

**Grievant** James Bolton

**Article** 08, 42

**JAC Case Number**

**Regarding**

On behalf of James Bolton, Union alleges violation of Articles 8 and 42 on June 11, 2000. Union seeks grievant be made whole 1 hour, 36 minutes and 133 miles at scale for run-around.

**Decision Date** 10/24/2000

**Decision**

Note: Heard with and controlled by Pilot Case R-77-00.

The Panel, in Executive Session, motion made, seconded and carried that based on the facts presented, the claim of the Union is denied.

**Company Position**

No violation of Article 8 or Article 42.

**Union Position**

Grievant rested and ready for work at 9:42 on 6/11/00. CF called Springfield driver out of bed at 13:18 for trip to Carlisle, PA back to bed. This was not foreign power courtesy as it was not in direction to get him home, Grievant was not called for another on hour, 36 minutes and was given a shorter trip

**ERJAC Case Number** C-421-95

**Year Heard** 1995

**Committee** Committee B

**Local Union** 71 **and Company** ABF Freight System

**Grievant** Jerry Houser

**Article** 08, 42

**JAC Case Number**

**Regarding**

On behalf of Jerry Houser, Union alleges violation of Article 8, 42, protest of bids.

**Decision Date** 12/13/1995

**Decision**

Based on the facts presented, the claim of the Union is denied.

**Company Position**

No violation of Articles 8 or 42.

**Union Position**

Protesting the bid of Thursday, October 12, 1995, relative to laid off Charlotte, NC road drivers having the opportunity to bid on job placement within the ABF system. Specifically grievant was denied the opportunity to bid on a position in Kernersville, NC. We request he be able to bump into Kernersville, NC and be placed on the board according to his seniority.



**ERJAC Case Number** C-082-97

**Year Heard** 1997

**Committee** Committee A

**Local Union** 560                      **and Company** ABF Freight System

**Grievant** Joseph VanDunk

**Article** 08, 44

**JAC Case Number**

**Regarding**

On behalf of Joseph VanDunk, Union alleges violation of Articles 8(6) and 44 from January 13 & 20, 1997, Union claiming grievant be made whole for 2 days wages and benefits.

**Decision Date** 7/22/1997

**Decision**

The panel, in executive session, motion made, seconded and carried that based on the facts in this case, there is no violation of change of operations CO-28-96; therefore, the claim of the Union is denied.

**Company Position**

The grievant is on the Dover, NJ seniority roster and is claiming a seniority violation for work performed at the ABF Paterson, NJ terminal.

**Union Position**

The grievant was not called in to work on 1/13/97 and 1/20/97. A junior man was called to work instead.

**ERJAC Case Number** R-169-97

**Year Heard** 1998

**Committee** Committee A

**Local Union** 261 **and Company** Yourga Trucking

**Grievant** Bruce Dickey and Dale Miller

**Article** 08, White Paper

**JAC Case Number** 4546/4547

**Regarding**

On behalf of Bruce Dickey and Dale Miller, Union alleges violation of Article 8, Section 1 from February 15 through 17, 1997, Union claiming grievant's not properly paid for work performed.

**Decision Date** 4/20/1998

**Decision**

The panel, in executive session, motion made, seconded and carried that based on the facts presented in this instant case, the claim of the Mr. Dickey is denied. The claim of Mr. Miller is upheld for \$96.01.

**Company Position**

We are a White Paper agreement and our drivers are paid on a percentage of revenue. Therefore, a drive is paid on a commission basis, he is paid only for the work he performs.

**Union Position**

The Union will clearly show that the company has deprived the grievants of their just revenue for the load delivered to Quakertown, PA which, according to the PC Miler is three hundred and thirty (330) miles from the terminal.

**ERJAC Case Number** C-072-95

**Year Heard** 1995

**Committee** Committee A

**Local Union** 261                      **and Company** Yourga Trucking

**Grievant** Gerald Noble

**Article** 09, White Paper                      **JAC Case Number**

**Regarding**

On behalf of Gerald Noble, Union alleges violation of Article 9 (White Paper), claiming Company discontinued health/welfare contributions for grievant.

**Decision Date** 1/24/1995

**Decision**

The Panel, in executive session, motion made, seconded and carried that the claim of the Union is denied.

**Company Position**

Company complied with the current labor agreement with reference to Health & Welfare contributions which reads: "If an employee is injured on the job, the employer shall continue to pay the required contribution until such employee returns to work. However, such contribution shall not be paid for a period of more than twelve (12) months". Company has paid their twelve (12) month obligation.

**Union Position**

Grievant, Gerald Noble, was injured on approximately 1/11/93 and has been on and off workman's compensation until present. He has been working light duty and presently is working forty (40) hours per week. Company has discontinued their contribution for his Health & Welfare.

**ERJAC Case Number** C-094-96

**Year Heard** 1996

**Committee** Committee B

**Local Union** 639 **and Company** Yellow Transportation

**Grievant** Affected Employee

**Article** 10

**JAC Case Number**

**Regarding**

Company seeks to recover \$1,548.72 as provided in Article 10 of the NMFA, employee did not lock unit and theft of shoes occurred.

**Decision Date** 7/22/1996

**Decision**

The panel, in executive session, motion made, seconded and carried that the claim of the Company is denied.

**Company Position**

Employee did not lock P&D unit, theft of shoes occurred. Unable to resolve.

**Union Position**

The grievant did not intentionally or deliberately cause the company this loss nor in the light of the Company's failure to promote a firm policy pertaining to locks and security should he have been charged with committing a gross negligent act.

**ERJAC Case Number** C-257-96

**Year Heard** 1996

**Committee** Committee B

**Local Union** 773                      **and Company** USF Red Star Express

**Grievant** Francis Underkofler

**Article** 10

**JAC Case Number**

**Regarding**

On behalf of Francis Underkofler, Union alleges violation of Article 10 on April 1, 1996, Union requests grievant not be made to pay for loss of carton.

**Decision Date** 7/23/1996

**Decision**

The panel, in executive session, motion made, seconded and carried that the claim of the Union is upheld.

**Company Position**

The whole shipment was loaded on unit (3131) on April 1, 1996. Mr. Underkofler should be made to make restitution for the loss.

**Union Position**

There was no knowingly gross negligence by the employee. Mr. Underkofler should not be made to pay for the loss of the carton.

**ERJAC Case Number** R-170-97

**Year Heard** 1998

**Committee** Committee A

**Local Union** 261 **and Company** Yourga Trucking

**Grievant** Mark P. Palermo

**Article** 10

**JAC Case Number** 4545

**Regarding**

On behalf of Mark P. Palermo, Union alleges violation of Article 10, claiming nonpayment of pension contributions. 4/20/98 - The panel, in executive session, motion made that the claim of the Union be upheld. Motion deadlocked.

**Decision Date** 8/19/1998

**Decision**

The National Grievance Committee, on August 19, 1998, adopted a motion that based on a review of the transcript and evidence in this case, the claim of the Union is upheld for those week in which the employee worked light duty and no pension contributions were made.

**Company Position**

Company argues the contract states in very specific language, "If an employee is injured on-the-job, the employer shall continue to pay the required contributions until such employee returns to work, however, such contributions shall not be paid for a period of more than twenty-two (22) weeks".

**Union Position**

Union claims the grievant suffered a work related injury on 4/1/96 and worked light duty until his operation on 10/96. During this time, the grievant worked light duty at least three (3) days a week and therefore is entitled to pension contributions.

**ERJAC Case Number** C-104-99

**Year Heard** 1999

**Committee** Committee B

**Local Union** 71                      **and Company** Roadway Express

**Grievant** Kevin Trapp

**Article** 10

**JAC Case Number**

**Regarding**

On behalf of Kevin Trapp, Union alleges violation of Article 10 on May 28, 1999. Union claiming improper restitution.

**Decision Date** 7/27/1999

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that the claim of the Union is denied.

**Company Position**

Employee knowingly loaded poison and foodstuff together on the same trailer. It is a company and DOT violation and constitutes willful gross negligence.

**Union Position**

Grievant did not know at the time of pickup that the HazMat shipment had poison contents. The Bill of Lading was not marked, the freight was not marked and grievant did not load the freight on the trailer.

**ERJAC Case Number** C-40-89

**Year Heard** 1989

**Committee** Committee A

**Local Union** 375 **and Company** New Penn Motor Express

**Grievant** Carl Holtz

**Article** 10

**JAC Case Number** C-41-89

**Regarding**

Violation of Article 10, Section 2.

**Decision Date** 10/24/1989

**Decision**

Carried that the claim of the Company is upheld.

**Company Position**

No violation of Article 10, Section 2.

**Union Position**

Union seeks reimbursement of grievant for \$1,166.38.



**ERJAC Case Number** C-089-94

**Year Heard** 1995

**Committee** Committee B

**Local Union** 773                      **and Company** USF Red Star Express

**Grievant** Francis Underkofler

**Article** 10

**JAC Case Number**

**Regarding**

On behalf of Francis Underkofler, Union alleges violation of Article 10, Section 3, claiming Company had inadequate proof that driver was negligent. 10/25/94 - Motion deadlocked.

**Decision Date** 4/25/1995

**Decision**

The Panel, in executive session, motion made, seconded and carried that based on the transcription of this case and the actions of the grievant on the date in question, the request of the Company to recoup partial restitution of the amount of the loss involved from the grievant is upheld (\$25.00 per week for 52 weeks; total of \$1,300.00).

**Company Position**

Proper use of company supplied security locks is a clearly known responsibility of our drivers at the Allentown terminal. It is reinforced regularly through general conversation and documented at driver meetings.

**Union Position**

The Union is not disputing that the company held meetings last year in which security was mentioned. The company's enforcement of the policy, however, has been lax, inasmuch as there has never been any surveillance or disciplinary actions taken regarding this issue until Fran became a victim. Some drivers haven't even been issued locks.

**ERJAC Case Number** C-13-00

**Year Heard** 2000

**Committee** Committee A

**Local Union** 251 **and Company** USF/Red Star

**Grievant** Norman Dudemaine

**Article** 10

**JAC Case Number**

**Regarding**

In accordance with Article 10(1), Company seeking repair of damage plus recoup the cost of handwriting expert.

**Decision Date** 7/24/2000

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that the claim of the Company is denied.

**Company Position**

Norman Dudemaine willfully and purposefully took a series of gross negligent actions which damaged Company property.

**Union Position**

The grievant denied that he wrote on the door and also referenced that there was other graffiti on the door and are all the people that had written on the door going to pay for it; he was told the other people had not been identified.

**ERJAC Case Number** C-22-11

**Year Heard** 2011

**Committee** Committee B

**Local Union** 509                      **and Company** YRC, Inc.

**Grievant** Parks King

**Article** 10                                      **JAC Case Number**

**Regarding**

On behalf of Parks King, Union alleges violation of Article 10 and all applicable on December 2, 2010.  
Union claims Company is telling driver he has to pay a tow bill of \$200.

**Decision Date** 4/19/2011

**Decision**

The Panel, in Executive Session, motion made, seconded and carried the claim of the Union is upheld.

**Company Position**

N/A

**Union Position**

Company is telling driver he has to pay a tow bill of \$200.

**Committee** Committee A

**Local Union 25**                      **and Company** Airborne Express

**Grievant** Jill Deberardinis

**Article** 10, White Paper

**JAC Case Number** 99-1117

**Regarding**

On behalf of Jill Deberardinis, Union alleges violation of Article 10(White Paper) in July 1999. Union seeks grievant be made whole for all lost work opportunities. 12/15/99 - The Panel, in Executive Session, could not reach agreement. This case is deadlocked. 1/24/2000 - The Panel, in Executive Session, motion made, seconded that the claim of the Union be upheld. Motion deadlocked. 2/29/2000 - The ERJARC Ruled that based upon a review of the transcripts and documents, this case is referred to a Subcommittee to determine if there was a violation of the contract in question. This Committee holds jurisdiction.

**Decision Date** 9/5/2000

**Decision**

The ERJARC adopted the recommendation of the Subcommittee which determined that based on the language of the collective Bargaining Agreement, there is no violation and therefore the clam of the Union is denied.

**Company Position**

Company for 20 years have had the ability to extend the hours of a part-timer to cover absenteeism and overflow situations at the straight tie rate of pay and not extend full-time employees or bring in full-time employees at the overtime rate of pay.

**Union Position**

Company allowed a part-time employee to work over five hours from June 18 to July 11 when a full time employee went off on disability and denied the grievant this work opportunity for overtime.

**ERJAC Case Number** C-54-04

**Year Heard** 2004

**Committee** Committee B Discharges & Suspensions

**Local Union** 229                      **and Company** Roadway Express

**Grievant** David Craig

**Article** 12                                      **JAC Case Number**

**Regarding**

On behalf of David Craig, Union alleges violation of Article 12 (4), Office and Mechanics Agreement on February 25, 2004. Union claims unjust discharge.

**Decision Date** 7/27/2004

**Decision**

The Panel, in Executive Session, motion made, seconded and carried based on the facts presented in this case the claim of the Union is denied. The discharge is sustained.

**Company Position**

Discharge is just. Employee abandoned collection process.

**Union Position**

Unjust discharge. Employee unable to produce the required urine sample due to physical problem.

**ERJAC Case Number** R-26-09

**Year Heard** 2009

**Committee** Committee B

**Local Union** 391 **and Company** YRC, Inc.

**Grievant** Rich Jameson

**Article** 12 **JAC Case Number**

**Regarding**

On behalf of Rich Jameson, Union alleges violation of Article 12 and all other appropriate articles on June 26, 2009. Union seeks grievant be made whole \$1,197 for reimbursement of personal items lost in a fire in a defective tractor.

**Decision Date** 10/27/2009

**Decision**

The Panel, in Executive Session, motion made, seconded and carried based on the facts presented in this instant case, the committee finds no violation of the contract. However, the Company is instructed to pay an additional \$320.00 to resolve this matter.

**Company Position**

N/A

**Union Position**

Reimbursement of personal items lost in a fire in a defective tractor.

**ERJAC Case Number** H-13-97

**Year Heard** 1998

**Committee** Safety & Health

**Local Union** 391 **and Company** Yellow Transportation

**Grievant** All Affected Employees

**Article** 12, 16

**JAC Case Number**

**Regarding**

On behalf of all affected employees, Union alleges violation of Articles 12 and 16 on June 15, 1997, Union requests the Company reimburse their employees for the cost of steel toe shoes. 10/28/97 - The panel, in executive session, motion made, seconded and carried that the claim of the Union is denied. Motion deadlocked to the National Safety & Health Committee.

**Decision Date** 11/18/1998

**Decision**

The National Grievance Committee on November 18, 1998 adopted a motion that the claim of the Union be denied.

**Company Position**

The steel toed shoes were a necessity as the company was fined for employees not wearing them and there was notification to the Union and employees that they would be responsible for the cost of the shoes.

**Union Position**

The company signed an agreement with OSHA to require their city employees to wear steel toe shoes. The Local Union requests the company reimburse the employees for the cost of the shoes.

**ERJAC Case Number** C-6-03

**Year Heard** 2003

**Committee** Committee A

**Local Union** 671 **and Company** Airborne Express

**Grievant** S. Widun

**Article** 14 **JAC Case Number**

**Regarding**

On behalf of S. Widun, Union alleges violation of Article 14 on December 2, 2002. Union seeks grievant be made whole all lost wages and benefits claiming Company denies grievant's return into modified duty. 1/27/03 - The Panel, in executive session, motion made and seconded that the claim of the Union is upheld. Motion deadlocked.

**Decision Date** 5/22/2003

**Decision**

The Eastern Region Joint Area Review Committee based upon a review of the transcripts and evidence ruled that the claim of the Union is upheld in this instant case.

**Company Position**

When the grievant presented the Company with a return to work slip from the doctor he was informed there was no modified work available. Based on his restrictions he could not ride and train casuals, there were no sedentary tasks available.

**Union Position**

Grievant released for modified duty 12/2/02. Company denied grievant's return; he is the only employee that has been denied modified duty after being released from a compensable injury by his attending physician.



**ERJAC Case Number** R-50-00

**Year Heard** 2000

**Committee** Committee B

**Local Union** 776                      **and Company** Consolidated Freightways

**Grievant** Robert Ferraro

**Article** 14                                      **JAC Case Number**

**Regarding**

On behalf of Robert Ferraro, Union alleges violation of Article 14. Union seeks grievant be made whole for violation of Modified Work language. 7/25/2000 - The Panel, in Executive Session, could not reach agreement. This case is deadlocked. 9/5/00 - The ERJARC ruled that based upon review of the transcript and documents, the case is referred back to the parties for resolution. The ERJARC holds jurisdiction.

**Decision Date** 11/29/2000

**Decision**

The Eastern Region Joint Area Review Committee based upon a review of the transcripts and evidence ruled the claim of the Union is upheld retroactive to 5/18/00.

**Company Position**

The grievant was not originally qualified to work the Modified Work Program. Once the decision of workers compensation denial was reversed and the claim accepted on June 1st, modified work was offered to Mr. Ferraro and he accepted on June 2, 2000.

**Union Position**

Junior men to the grievant are working light duty and the grievant was denied. He was released for modified work on 5/15/2000 and refused on 5/16/2000.

**Committee** Committee A

**Local Union** 707                      **and Company** Yellow Transportation

**Grievant** Frank Carlin

**Article** 14                                      **JAC Case Number**

**Regarding**

On behalf of Frank Carlin Union alleges violation of Article 14(2) on November 20, 2000. Union seeks grievant be made whole fifteen (15) days of modified work wages and benefits for company denying him access to the modified work program. 7/23/2001 - The Panel, in Executive Session, could not reach an agreement. This case is deadlocked to the Eastern Region Joint Area Review Committee.

**Decision Date** 12/20/2001

**Decision**

The Eastern Region Joint Area Review Committee based upon a review of the transcripts and evidence ruled that based on the facts presented, there is no violation of Article 14 (2); therefore, the claim of the Union is denied.

**Company Position**

The grievant called Yellow's Compensation Department and was told that he was required to obtain a release from his attending physician, he saw his doctor on November 15, 2000 and the doctor would only release him to modified duty. He reported for work on November 20th and was told he would only be allowed back to work for full duty based on the IME report.

**Union Position**

Grievant had a release from his doctor for modified work effective 11/20/00, company denied him work opportunity and company delayed the process for selecting third doctor until the time the grievant was able to return for full duty.

**ERJAC Case Number** C-60-02

**Year Heard** 2003

**Committee** Committee A

**Local Union** 249                      **and Company** Airborne Express

**Grievant** T. Rippole on behalf of Gabe Botinovich

**Article** 14                                      **JAC Case Number**

**Regarding**

On behalf of Thomas R. Rippole for Gabe Botinovich, Union alleges violation of Article 14 on March 20, 2002. Union claims a junior employee was worked ahead of grievant.

**Decision Date** 1/27/2003

**Decision**

The Panel, in Executive Session, motion made, seconded and carried the claim of the Union is denied.

### **Company Position**

The grievant was released to modified work for March 20, 2002. He was called at approximately 2000/19 and instructed to report to work at 1530/20 since there was already two (2) employees on AM modified duty. He refused and said he would report in the AM. When he reported at 0700 he was sent home.

### **Union Position**

On March 20, 2002, junior employee was worked ahead of grievant Gabe Botinovich a senior employee.

**ERJAC Case Number** R-49-00

**Year Heard** 2000

**Committee** Committee A

**Local Union** 449                      **and Company** Consolidated Freightways

**Grievant** Enrico Galantini

**Article** 14                                      **JAC Case Number**

**Regarding**

On behalf of Enrico Galantini, Union alleges violation of Article 14 on June 19, 2000. Union seeks grievant be made whole for removal from Modified Work program. 10/24/2000 - The Panel, in Executive Session, could not reach agreement. This case is deadlocked to the Eastern Region Joint Area Review Committee.

**Decision Date** 11/29/2000

**Decision**

The Eastern Region Joint Area Review Committee based upon a review of the transcripts and evidence ruled that in this instant case the claim of the Union is denied.

**Company Position**

The temporary modified work program was put into effect as a temporary program to transition employees with regular and gradual improvement to return to their regular duties. The grievant had not shown any improvement and was therefore removed from the program.

**Union Position**

Company removed grievant from modified work program on June 19, 2000. Grievant called insurance carrier and was told they would not pay full compensation to him. Contract states CF must make up difference.

**ERJAC Case Number** C-032-98

**Year Heard** 1998

**Committee** Committee B

**Local Union** 557                      **and Company** Preston Trucking Co.

**Grievant** Ronald Biller

**Article** 14                                      **JAC Case Number**

**Regarding**

On behalf of Ronald Biller, Union alleges violation of Article 14 from May 28 through July 3, 1997, Union requests grievant be made whole for all monies due him while on Compensation. 4/22/98 - The panel, in executive session, motion made, seconded and carried to refer this case to the National Grievance Committee.

**Decision Date** 8/19/1998

**Decision**

The National Grievance Committee, on August 19, 1998, adopted a motion that based on a review of the transcript and evidence in this instant case, there is no violation of Article 14, Section 2 of the NMFA, and therefore, the claim of the Union is denied.

**Company Position**

Upon the refusal of modified work, the grievant's workers compensation benefits ceased. He could have easily both worked in modified duty and done his three (3) visits per week for physical therapy and work hardening.

**Union Position**

Grievant was on compensation under attending physician's care which stated, no work. The company's states he was released for modified work from 5/18/97 through 7/3/97. Grievant did not receive compensation.

**ERJAC Case Number** C-036-98

**Year Heard** 1998

**Committee** Committee A

**Local Union** 633                      **and Company** Vallerie Transportation

**Grievant** Claude Vachon

**Article** 14

**JAC Case Number**

**Regarding**

On behalf of Claude Vachon, Union alleges violation of Article 14 on November 21, 1997, Union claiming one years' health and welfare and pension contributions be made for grievant. 4/20/98 - The panel, in executive session, motion made, seconded and carried that this case is referred to the National Grievance Committee.

**Decision Date** 8/19/1998

**Decision**

The National Grievance Committee, on August 19, 1998, adopted a motion that based on a review of the transcript and the fact that there is no evidence refuting that which was presented by the Union, the claim of the Union is upheld.

**Company Position**

There is no violation.

**Union Position**

The grievant's contributions should be continued for the one (1) year that he was not on modified work.

**Committee** Committee B

**Local Union** 326                      **and Company** Airborne Express

**Grievant** Chuck Orlando

**Article** 14

**JAC Case Number**

**Regarding**

On behalf of Chuck Orlando, Union alleges violation of Article 14 on October 15, 1996, Union claiming Company required employee on Modified Work to perform work normally performed by bargaining unit, Union requests cease and desist and make employee whole by paying full rate of pay. 1/29/97 - ERJAC - The Panel, in executive session, motion made, seconded and carried that this case is referred to the NGC. 5/14/97 - NGC - Please be advised that the National Grievance Committee on May 14, 1997, adopted a motion that this case be referred to a Subcommittee to review the case and submit a recommendation to the NGC at its next meeting.

**Decision Date** 12/3/1997

**Decision**

Please be advised that the National Grievance Committee, on December 3, 1997, adopted the following recommendation of the Subcommittee. "The use of a forklift to perform a modified work function does not change the fact that the operation of a forklift is bargaining unit work and the Company is advised not to require or allow an employee who is on modified work, the use of a forklift in the future; and the Company is further advised to recognize its obligations set forth in Article 14, Section 2(c) to provide the Local Union "with a copy of the current form(s) being used for employee evaluation for release and general job descriptions. This information shall be general in nature, not employee specific." There shall be no

**Company Position**

There is no violation of the modified work rules and/or Article 14.

**Union Position**

The Company required an employee on Modified Work to perform work normally performed by bargaining unit,

**ERJAC Case Number** C-062-98

**Year Heard** 1998

**Committee** Committee B

**Local Union** 641                      **and Company** Yellow Transportation

**Grievant** Edward Walker

**Article** 14                                      **JAC Case Number**

**Regarding**

On behalf of Edward Walker, Union alleges violation of Article 14(2) from 10/29/97 to 3/6/98, Union requests grievant be returned to Modified Work Program and Medical Treatment and made whole for all lost wages and benefits.

**Decision Date** 10/27/1998

**Decision**

The panel, in executive session, motion made, seconded and carried that the claim of the Union is denied.

**Company Position**

A neutral physician was chosen and an appointment was scheduled for the grievant. After that doctor's visit, that doctor recommended one (1) month of physical therapy and then the grievant would be returned to work. After the follow-up visit, he was released back to full duty.

**Union Position**

Yellow cut Mr. Walker off modified work and medical treatment due to information supplied by the "company" doctor.



**ERJAC Case Number** C-097-98

**Year Heard** 1998

**Committee** Committee B

**Local Union** 249                      **and Company** Yellow Transportation

**Grievant** Wayne Shatkoff

**Article** 14

**JAC Case Number** 06-98-061

**Regarding**

On behalf of Wayne Shatkoff, Union alleges violation of, but not limited to, Article 14, Union requests grievant be made whole for five (5) weeks vacation and health, welfare and pension contributions.

**Decision Date** 10/27/1998

**Decision**

The panel, in executive session, motion made, seconded and carried that the claim of the Union is denied.

**Company Position**

The grievant submitted a vacation pay request for five (5) weeks vacation based on a time period of June 1, 1996 to June 1, 1997. During that entire period, he did not work for Yellow.

**Union Position**

The company has not paid the grievant for five (5) weeks vacation, and made payments into the health, welfare and pension funds.

**ERJAC Case Number** C-099-98

**Year Heard** 1998

**Committee** Committee B

**Local Union** 25                      **and Company** ABF Freight System

**Grievant** John Colvario

**Article** 14                                      **JAC Case Number**

**Regarding**

On behalf of John Colvario, Union alleges violation of Article 14(2), Union claiming grievant was not properly paid for five (5) weeks vacation.

**Decision Date** 10/27/1998

**Decision**

The panel, in executive session, motion made, seconded and carried that the claim of the Union is denied.

**Company Position**

The grievant went on vacation, even though he was still on compensation. As such, his vacation pay equaled the modified work weekly earnings he was receiving at the time the vacation was taken.

**Union Position**

The grievant did not work a full year in 1996, he should receive vacation pay equal to the average of his earnings for the full weeks worked in that year, but not less than a minimum of forty (40) hours at the current hourly rate.

**Committee** Committee A

**Local Union** 707                      **and Company** Yellow Transportation

**Grievant** L. Herouart,

**Article** 14                                      **JAC Case Number**

**Regarding**

On behalf of L. Herouart, Union alleges violation of Article 14(2C) on January 8, 1997, Union requests grievant be made whole for modified wages and benefits from January 8, 1997, ongoing. 7/22/97 - The panel, in executive session, motion made, seconded and carried that this case is referred to National Grievance Committee. 12/3/97 - NGC - Please be advised that the National Grievance Committee, on December 3, 1997, adopted a motion to appoint a Subcommittee to review the facts and evidence in this case and submit a recommendation based on its findings to the NGC at its next meeting.

**Decision Date** 8/19/1998

**Decision**

The National Grievance Committee, on August 19, 1998, adopted the recommendation of the Subcommittee as follows:

“Mr. L. Herouart should be compensated for the difference between what he would have made working forty (40) hours per week in the modified work program, which would be ninety percent (90%) of his regular rate as opposed to what he was paid by Workman’s Compensation for the period from January 8, 1997 through May 15, 1997. The Company will not be required to make contributions to the

**Company Position**

The grievant was removed from the program in compliance with the contract. After nine (9) months, no progress was made and reports received repeatedly stated Mr. Herouart was at pre-surgical status. After being removed from the modified work program in January 1997 to May 1997, he was released to full duty.

**Union Position**

Employer removed grievant from modified work program citing his attending physician’s evaluation. The citation states the grievant may possibly be able to return to his previous occupation.

**Committee** Committee B

**Local Union** 107                      **and Company** Airborne Express

**Grievant** Et Al (class action)

**Article** 14                                      **JAC Case Number**

**Regarding**

On behalf of et al (class action), Union alleges violation of Article 14(2) on an ongoing basis, Union requests cease and desist of the misuse of this program. 7/22/97 - The panel, in executive session, motion made, seconded and carried that this case is referred to the National Grievance Committee. 12/3/97 - Please be advised that the National Grievance Committee, on December 3, 1997, adopted a motion to appoint a Subcommittee to review the facts and evidence in this case and submit a recommendation based on its findings to the NGC at its next meeting. The Subcommittee members will be Ted Uniatowski for the Union and Bob Schaeffer for the Employer.

**Decision Date** 8/19/1998

**Decision**

The National Grievance Committee, on August 19, 1998, adopted the recommendation of the Subcommittee as follows:

“After investigating the facts in this case, the Company be instructed to comply with the modified work language of Article 14, Section 2.”

**Company Position**

The Union feels that just because the company assigned several light duty employees to pick up trash this in some way constitutes harassment. They were given all weather and job gear they requested.

**Union Position**

The Company is misusing the modified work program. Specifically, they are utilizing this program as a form of harassment and retribution.

**ERJAC Case Number** C-227-97

**Year Heard** 1998

**Committee** Committee A

**Local Union** 294                      **and Company** Preston Trucking Co.

**Grievant** Francis Howlan, III

**Article** 14                                      **JAC Case Number**

**Regarding**

On behalf of Francis Howlan, III, Union alleges violation of Article 14 for July 29, 1996 through February 2, 1997, seeking grievant be made whole all back pay and benefits.

**Decision Date** 4/22/1998

**Decision**

The panel, in executive session, motion made, seconded and carried that based on the facts presented, the claim of the Union is denied.

**Company Position**

A copy of the health, welfare and pension payment sheet covering August 1996, indicating payment on behalf of grievant is attached. A photocopy of the check for the group payment is also included. Also, is a copy of a letter our payroll department dated 8/6/97 to the New York State Funds transmitting \$2,920.50; a health, welfare and pension payment on the grievant's behalf for the period indicated.

**Union Position**

Grievant seeks all monies paid in full for the time period he was out of work; July 29, 1996 to February 2, 1997.

**ERJAC Case Number** R-066-98

**Year Heard** 1998

**Committee** Committee A Reports Due

**Local Union** 776                      **and Company** ABF Freight System

**Grievant** Paul Whitfield

**Article** 14

**JAC Case Number**

**Regarding**

On behalf of Paul Whitfield, Union alleges violation of Article 14, Union requests grievant be made whole for all moneys due.

**Decision Date** 7/28/1998

**Decision**

The panel, in executive session, motion made, seconded and carried that the claim of the Union is denied.

**Company Position**

The grievants tour of duty ended when he arrived in Winston-Salem, he was not in the midst of his tour of duty.

**Union Position**

When the grievant arrived at Winston-Salem, he reported his injury to dispatch. The company sent him to the doctor's for treatment; when he returned to the terminal from the doctor's office, his eight (8) hour rest started. When he was called for dispatch, he returned home. He is due one (1) hour and fifty-eight (58) minutes.

**ERJAC Case Number** C-148-98

**Year Heard** 1999

**Committee** Committee B

**Local Union** 776                      **and Company** Consolidated Freightways

**Grievant** Keith Altland

**Article** 14                                      **JAC Case Number**

**Regarding**

On behalf of Keith Altland, Union alleges violation of Article 14(2), Union requests grievant be made whole for all lost wages and benefits.

**Decision Date** 1/27/1999

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that based on the facts presented, the claim of the Union is denied.

**Company Position**

We establish the grievant's work as needed. We did not assign any new modified work to the schedule he is claiming he should have been placed on. In fact, he is claiming that we include Sunday even though the nature of the modified work assignment did not require it.

**Union Position**

The grievant is a road driver with a specific day off, which is Saturday. The company scheduled him for a Tuesday through Saturday work schedule under Article 14. The grievant believes that since his bid day off is Saturday, he should be scheduled for modified work Monday through Friday, rather than Tuesday through Saturday.

**ERJAC Case Number** C-070-99

**Year Heard** 1999

**Committee** Committee B

**Local Union** 107                      **and Company** Consolidated Freightways

**Grievant** Charles Donahue

**Article** 14                                      **JAC Case Number**

**Regarding**

On behalf of Charles Donahue, Union alleges a violation of Article 14 on January 26 and February 5, 1999. Union claiming Company rescheduled employee's doctors appointment for therapy so he would not be compensated for work related injury.

**Decision Date** 4/27/1999

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that based on the facts presented in this instant case, the claim of the Union is denied.

**Company Position**

The Company position is that we are in compliance and there was no violation with the change in appointment times so that the therapy time would not conflict with Donahue's work schedule.

**Union Position**

Company did not pay eight (8) hours modified work. Grievant was released for four (4) hour days.



**ERJAC Case Number** C-126-99

**Year Heard** 1999

**Committee** Committee A

**Local Union** 560                      **and Company** USF Red Star Express

**Grievant** Harold Wood

**Article** 14                                      **JAC Case Number**

**Regarding**

On behalf of Harold Wood, Union alleges violation of Article 14 on March 22, 1999. Union seeks grievant be made whole.

**Decision Date** 7/27/1999

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that there is no violation of the Contract, therefore the claim of the Union is denied.

**Company Position**

Modified work was offered when it was available and that when the grievant declined to participate his modified work wages were reduced in accordance with the contract.

**Union Position**

Company changed start time from 4:00 pm to 7:00 am knowing the grievant could not drive to work due to an injury sustained to his hand. He informed the company he had been riding in with a coworker whose shift began at 7:00.

**Committee** Committee B

**Local Union** 776                      **and Company** ABF Freight System

**Grievant** Harry Hoover

**Article** 14                                      **JAC Case Number**

**Regarding**

On behalf of Harry Hoover, Union alleges violation of Article 14, Union claiming grievant should be placed on Modified Work and compensated for all lost wages and benefits. 4/22/97 - The panel, in executive session, motion made, seconded and carried that this case is referred to the National Committee. 12/3/97 - Please be advised that the NGC, on 12/3/97, adopted a motion to appoint a Subcommittee to investigate the facts in this case and submit a recommendation based on its findings to the NGC at its next meeting. 5/14/98 - The NGC, adopted a motion that this case be held pending a report from the Subcommittee; adopted again on 8/19/98.

**Decision Date** 11/18/1998

**Decision**

The National Grievance Committee on November 18,1998 adopted the recommendation of the SubCommittee as follows. “Based on the facts presented, the SubCommittee recommends that the grievant, Harry Hoover, be compensated as follows: For the months of January, February and March, 1997, 85% of the forty-hour weekly wage in effect at that time less workers’ compensation weekly benefits received. For the months of April, May and June, 1997, 85% of the forty-hour weekly wage in effect at that time less workers’ compensation weekly benefits received. For the months of July and August, 1997, 90% of the forty-hour weekly wage in effect at that time less workers’ compensation weekly benefits received. The

**Company Position**

We received a letter from the grievant’s attorney rejecting the job offered him. We are in compliance with the contract.

**Union Position**

There are no restrictions that if an employee decides not to enter the modified work program he would never be eligible again.

**Committee** Committee B

**Local Union** 107                      **and Company** Airborne Express

**Grievant** Chuck Leppert

**Article** 14                                      **JAC Case Number**

**Regarding**

On behalf of Chuck Leppert, Union alleges violation of Article 14(2) on March 17, 1998, Union requests grievant be properly compensated. 4/22/98 - The panel, in executive session, motion made, seconded and carried the case is referred to the NGC. 8/19/98 - The NGC, on 8/19/98, adopted a motion to appoint a Subcommittee to investigate this case, and submit a recommendation to the NGC at its next meeting. 11/18/98 - The NGC, on November 18, 1998 adopted a motion that this case be held pending a report from the SubCommittee. 3/3/99 - The NGC on March 3, 199 adopted a motion the case be held pending a report from the Sub-Committee.

**Decision Date** 6/9/1999

**Decision**

The National Grievance Committee, on June 9, 1999 adopted the following recommendation of the SubCommittee. Upon a review of the transcript, the SubCommittee recommends that the claim of the Union be upheld. The Company is obligated to pay employees working under Article 14, Section 2(h) not less than 85% of forty(40) hours pay at the straight time rate. The Company is instructed to pay the employee the difference between what he actually received and 85% of the forty (40) hours pay.

**Company Position**

There is no violation of the agreement.

**Union Position**

The Company is obligated to pay employees not less than 85% of forty(40) hours pay at the straight time rate.

**ERJAC Case Number** C-061-98

**Year Heard** 1998

**Committee** Committee B

**Local Union** 107                      **and Company** Yellow Transportation

**Grievant** John Fox

**Article** 14                                      **JAC Case Number**

**Regarding**

On behalf of John Fox, Union alleges violation of Article 14(2) ongoing from January 2, 1998, Union requests grievant be properly paid under the Modified Work Program. 7/28/98 - The Panel, in Executive Session, motion made, seconded and carried that this case is referred to the National Grievance Committee.

**Decision Date** 11/18/1998

**Decision**

The National Grievance Committee on November 18, 1998, adopted a motion that based on a review of the transcript of this case, there is no violation and therefore, the claim of the Union is denied.

**Company Position**

We have copies of pay stubs to show the total of his compensation pay and his modified work pay were in fact, 85% of his normal forty (40) hour gross pay.

**Union Position**

The grievant is not being paid properly in the modified work program. He is not receiving 85% of his gross pay.

**ERJAC Case Number** C-096-98

**Year Heard** 1998

**Committee** Committee B

**Local Union** 107                      **and Company** Yellow Transportation

**Grievant** Benjamin Hall

**Article** 14                                      **JAC Case Number**

**Regarding**

On behalf of Benjamin Hall, Union alleges violation of Article 14(2), Union requests grievant be made whole for all lost wages and benefits while out on Workers' Compensation. 7/28/98 - The panel, in executive session, motion made, seconded and carried that this case is referred to the National Grievance Committee.

**Decision Date** 11/18/1998

**Decision**

The National Grievance Committee, on November 18, 1998, adopted a motion that the claim of the Union be denied.

**Company Position**

The grievant accepted modified work but only reported to work on the days which corresponded to what had been his bid days prior to his injury. He never stayed past eight (8) hours but he only reported to work on Tuesday through Friday claiming he was entitled to do by the contract.

**Union Position**

The company is abusing the application and intent of the modified work program. There are several methods used not only calculate but to apply Yellow's seniority employee workman's compensation claim.

**ERJAC Case Number** C-130-99

**Year Heard** 1999

**Committee** Committee B

**Local Union** 557 **and Company** Yellow Transportation

**Grievant** Donald Henderson, Jr.

**Article** 14 **JAC Case Number**

**Regarding**

On behalf of Donald Henderson, Jr., Union alleges violation of Article 14(2) May 12, 1999 ongoing. Union claiming abuse of Modified Work Program.

**Decision Date** 10/26/1999

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that based on the fact sand evidence presented, there is no violation of Article 14, therefore the claim of the Union is denied.

**Company Position**

The grievant voluntarily removed himself from the modified program. While on the program he was assigned various tasks that were within his restrictions.

**Union Position**

The Modified Work program in place at the Baltimore Terminal does not offer any physical or mental therapeutic benefit to accelerate the rehabilitative process of an injured employee, the benefits of this article should be withdrawn from this employer.

**ERJAC Case Number** C-131-99

**Year Heard** 1999

**Committee** Committee B

**Local Union** 557                      **and Company** Yellow Transportation

**Grievant** William Ward

**Article** 14                                      **JAC Case Number**

**Regarding**

On behalf of William Ward, Union alleges violation of Article 14(2) ongoing from May 7, 1999. Union claiming abuse of Modified Work Program.

**Decision Date** 10/26/1999

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that based on the facts and evidence presented there is no violation of Article 14, therefore the claim of the Union is denied.

**Company Position**

It is obvious that we have several employees in Baltimore who do not want to work in the modified program and it is obvious that they feel they should be excluded from the program and permitted to draw full workers compensation while they are at home.

**Union Position**

The Modified Work Program in place at the Baltimore terminal facility does not meet the requirements of Article 14, Section 2. We request the grievant be returned to full worker's compensation benefits and the benefit of Article 14, Section 2 be withdrawn from Yellow Freight at the Baltimore Terminal.

**ERJAC Case Number** C-59-01

**Year Heard** 2001

**Committee** Committee B

**Local Union** 639                      **and Company** Roadway Express

**Grievant** Daniel Hardy

**Article** 14                                      **JAC Case Number**

**Regarding**

On behalf of Daniel Hardy, Union alleges violation of Article 14 (1C, 2, B, C, D) and all other applicable Articles on December 18, 2000. Union seeks grievant be made whole \$450.90 for lost work opportunity. 4/24/2001 - The Panel, in Executive Session, could not reach agreement. This case is deadlocked to the Eastern Region Joint Area Review Committee.

**Decision Date** 7/13/2001

**Decision**

The Eastern Region Joint Area Review Committee ruled that based on a review of the transcript and the documents in this case the claim of the Union is upheld for \$225.45.

**Company Position**

The terminal manager's report to the Company and his notarized statement clearly show that there was work available for Mr. Hardy and that he and the Local Union were advised of that fact. He chose, for whatever reasons, to not participate.

**Union Position**

Mr. Hardy sustained an on-the-job injury on 10/30/00. He returned to work under the modified work program. On 12/18/00 he was sent home by the terminal manager with instruction to wait for a call. He has yet to receive a call and the Company has not made its share of compensation benefit to the grievant.



**ERJAC Case Number** C-128-00

**Year Heard** 2001

**Committee** Committee A

**Local Union** 641                      **and Company** Yellow Transportation

**Grievant** Ron Montelbano

**Article** 14                                      **JAC Case Number**

**Regarding**

On behalf of Ron Montelbano, Union alleges violation of Article 14(1) on November 18, 1999. Union claims grievant was denied a compensation claim due to an error made at the doctor's office.

**Decision Date** 1/23/2001

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that the claim of the Union is denied.

### **Company Position**

Article 14, Section 1 of the bargaining agreement provides for workers compensation protection for all employees and that the employer will cooperate toward the prompt disposition of the employee on-the-job claims. There is no apparent reason that exists for the doctor to revise the return to work date some four (4) weeks after he released the grievant to full duty unless it was at the grievant's request so he would qualify for workers compensation benefits.

### **Union Position**

Grievant was denied compensation due to error made by the doctor's office. The grievant produced the proper documents to show the dates he received medical attention, which clearly indicates that he was out of work for the required amount of time to be paid workers compensation.

**ERJAC Case Number** C-108-01

**Year Heard** 2001

**Committee** Committee B

**Local Union** 773                      **and Company** A.P.A. Transport Corp.

**Grievant** Keith Markovitch

**Article** 14

**JAC Case Number**

**Regarding**

On behalf of Keith Markovitch, Union alleges violation of Article 14 (2) on April 19, 2001. Union seeks grievant be made whole all vacation time, sick time and personal days claiming he should be qualified as he worked on modified duty and disability.

**Decision Date** 7/24/2001

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that based on the facts in this instant case, the claim of the Union is denied.

**Company Position**

Does not have the hours to qualify for paid vacation, sick days, personal days.

**Union Position**

Member worked on modified duty and disability. Should qualify him for vacation, sick, personal days in contract year 2000.

**ERJAC Case Number** C-131-01

**Year Heard** 2002

**Committee** Committee B

**Local Union** 229                      **and Company** Roadway Express

**Grievant** Clyde Bacon

**Article** 14                                      **JAC Case Number**

**Regarding**

On behalf of Clyde Bacon, Union alleges violation of Article 14 on September 8, 2001. Union seeks grievant be made whole all wages and benefits from 9/8/01 claiming he was unjustly removed from the modified work program.

**Decision Date** 1/22/2002

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that based on the facts in this instant case, the claim of the Union is denied.

**Company Position**

The grievant is receiving physical therapy, taking medication and participating in a work hardening program. When he has progressed to a level where it can be determined that he may come back to work then he will be considered for the modified work program. If that does not occur and he has reached maximum medical improvement, he will not be a candidate for the program.

**Union Position**

Employee removed from the modified work program while he was improving.

**ERJAC Case Number** C-28-02

**Year Heard** 2002

**Committee** Committee A

**Local Union** 641 **and Company** Yellow Transportation

**Grievant** Ronald Neira

**Article** 14

**JAC Case Number**

**Regarding**

On behalf of Ronald Neira, Union alleges violation of Article 14 on November 5, 2001. Union seeks grievant be made whole for all lost modified work wages plus pension and welfare claiming the Company laid him off and denied him modified work.

**Decision Date** 4/22/2002

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that claim of the Union is upheld from December 5, 2001 and January 27, 2002 for the monetary claim.

**Company Position**

The grievant was not eligible to participate in the modified work program since the effective date of the layoff predated his treating physician's release for light duty.

**Union Position**

Mr. Neira was placed in layoff status effective 11/5/01. He should not have denied participation in the modified work program, which was scheduled to begin 11/12/01.

**ERJAC Case Number** C-53-02

**Year Heard** 2002

**Committee** Committee B

**Local Union** 391                      **and Company** ABF Freight System

**Grievant** Clinton Graham

**Article** 14

**JAC Case Number**

**Regarding**

On behalf of Clinton Graham, Union alleges violation of Article 14 and all other appropriate articles NMFA and Carolina City Cartage Supplemental Agreement from October 27, 2000 through January 21, 2001. Union claiming improper payment of wages and benefits on modified assignments.

**Decision Date** 4/23/2002

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that the claim of the Union is denied.

### **Company Position**

The grievant would have earned \$766.40 per forty (40) hours at \$19.16 per hour at his regular rate of pay. He was paid \$651.50 per forty (40) hours, which is 85% of his normal rate. He received \$367.89 in workers compensation plus \$283.61 in wages at \$7.09 per hour. During holiday weeks he was paid for the holidays at the regular rate, \$19.16, a total of \$22.96 more for each holiday, plus modified work pay and workers compensation to equal 85% for the actual hours worked modified work.

### **Union Position**

Company elected to put Brother Graham into modified work after his injury. The company improperly paid Brother Graham under the contract provisions on modified work. The company, along with improper payment, deducted his holiday pay from his temporary partial benefits. this claim is for all lost wages and benefits incurred by the member relative to this disciplinary action of the employer.

**ERJAC Case Number** C-30-02

**Year Heard** 2002

**Committee** Committee A

**Local Union** 707                      **and Company** Yellow Transportation

**Grievant** Patricia Hall

**Article** 14

**JAC Case Number**

**Regarding**

On behalf of Patricia Hall, Union alleges violation of Article 14 (2). Union seeks grievant be made whole all monies due plus health, welfare and pension claiming grievant was not given the opportunity to work in the Modified Work program.

**Decision Date** 7/22/2002

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that based on the facts presented, there is no violation of Article 14. The claim of the Union is denied.

**Company Position**

The grievant is not eligible to participate in the modified work program as her disability is considered to be permanent in nature and has been apportioned by the Worker Compensation Board as 25% of her disability being attributed to her work related injury and 75% of her disability being attributed to a motor vehicle accident she was involved in, which was not work related.

**Union Position**

The grievant was not given the opportunity to work in the Modified Work program. Union seeks all lost wages plus health, welfare and pension. Employees injured after her request to work in the modified program, with less seniority, have been placed in that program.

**ERJAC Case Number** C-173-94

**Year Heard** 1995

**Committee** Committee B

**Local Union** 249                      **and Company** Yellow Transportation

**Grievant** Wayne Shatkoff

**Article** 14                                      **JAC Case Number**

**Regarding**

On behalf of Wayne Shatkoff, Union alleges violation of Article 14, Section 2, claiming grievant released by doctor to return to modified work; never called; requesting all compensation due.

**Decision Date** 1/23/1995

**Decision**

The Panel, in executive session, motion made, seconded and carried that this case is referred to the National Grievance Committee for decision. 8/16/95 - NGC Decision - Adopted a settlement recommendation that the claim of the Union be denied in Case No. C-173-94. In Case No. C-56-95, the claim is upheld from October 11, 1994 forward for all monies due including all fringe benefits. Any temporary disability payments should be used as an offset to monies due.

**Company Position**

Grievant was not qualified to perform the job available because of the limitations set by his doctor. We had no other jobs but utility work for this period of time in question.

**Union Position**

The grievant was released by doctor to return to modified work; Company never called; requesting all compensation due.

**ERJAC Case Number** C-126-00

**Year Heard** 2000

**Committee** Committee B

**Local Union** 107                      **and Company** USF/Red Star

**Grievant** Mike Nugent

**Article** 14                                      **JAC Case Number**

**Regarding**

On behalf of Mike Nugent, Union alleges violation of Article 14(2) on March 24, 2000. Union seeks grievant be made whole for unjust removal from modified work program. 7/25/00 - The Panel in Executive Session, motion made and seconded that the claim of the Union be upheld. Motion deadlocked.

**Decision Date** 9/5/2000

**Decision**

The Eastern Region Joint Area Review Committee ruled that based upon review of the transcript and documents, the claim of the Union is upheld.

**Company Position**

The position of the Company is that the grievant disqualified himself from the modified work program when he refused to perform a task which was well within the physician's restricted release that allowed him to participate in the program.

**Union Position**

On March 24, 2000 the grievant was removed from modified work program for no contractual reason. Requesting all lost earnings for this violation.



**ERJAC Case Number** C-128-99

**Year Heard** 2000

**Committee** Committee A

**Local Union** 375                      **and Company** Yellow Freight System

**Grievant** Louis Easterday

**Article** 14                                      **JAC Case Number**

**Regarding**

On behalf of Louis Easterday, Union alleges violation of Article 14(2) on March 29, 1999. Union seeks grievant be made whole for Company not putting the grievant on Modified Work.

**Decision Date** 1/25/2000

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that based on the facts in this instant case, the claim of the Union is upheld for the time periods of 3/29/99 to 5/4/99 and 5/25/99 to 9/20/99 minus the monies received under the Workman's compensation benefit.

**Company Position**

The grievant refused to participate in the modified work program and he was advised that his refusal would affect his benefits; he still refused.

**Union Position**

Union is claiming that the grievant was released for light duty by this doctor on March 29, 1999. The Company refused to put him on Modified Work per article 14, Section 2. Local 375 is claiming all money and benefits.

**ERJAC Case Number** C-20-00

**Year Heard** 2000

**Committee** Committee A

**Local Union** 249                      **and Company** Yellow Freight System

**Grievant** Fred Vogt, Jr.

**Article** 14

**JAC Case Number**

**Regarding**

On behalf of Fred Vogt, Jr., Union alleges violation of Article 14(c), but not limited to, on October 24, 1999. Union claiming grievant was sent to the hospital, doctor released him for work the next day.

**Decision Date** 4/19/2000

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that the claim of the Union is denied.

**Company Position**

The grievant is not due pay as he was on duty, sent to the hospital for physical examination. It was determined that his condition was not work related and the physician would not allow him to complete the balance of his shift.

**Union Position**

The grievant was sent to the hospital by Yellow Freight's Supervisor, Sean Kittell. The doctor sent the grievant home and released him to return to work the next day. The grievant should be paid for the balance of his shift.

**ERJAC Case Number** C-22-00

**Year Heard** 2000

**Committee** Committee A

**Local Union** 375 **and Company** Yellow Freight System

**Grievant** Kerry Kunkel, Jack Viola

**Article** 14

**JAC Case Number**

**Regarding**

On behalf of Kerry Kunkel and Jack Viola, Union alleges violation of Article 14 on April 7, 1999. Union claiming Company refusing to pay grievants.

**Decision Date** 4/18/2000

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that based on the facts presented, there is no violation of Article 14 and the claim of the Union is denied.

**Company Position**

The Union and the grievants have made unsubstantiated claims for monies but failed to document how, why, when or for what, these monies should be paid.

**Union Position**

These cases were originally scheduled on the July 1999 Eastern Region Agenda. The Company agreed to pay each grievant and the case was withdrawn. The Company has now refused to pay the money due.

**Committee** Committee A

**Local Union** 375                      **and Company** Yellow Transportation

**Grievant** Robert Weber

**Article** 14                                      **JAC Case Number**

**Regarding**

On behalf of Robert Weber, Union alleges violation of Article 14 (2) on February 25, 2005. Union seeks grievant be made whole difference in compensation pay from time he was removed from modified work. 7/20/2005 - ERJAC - The Panel, in Executive Session, could not reach agreement. The case is deadlocked.

**Decision Date** 12/15/2005

**Decision**

The Eastern Region Joint Area Review Committee based upon a review of the transcripts and evidence ruled based on the facts presented the claim of the Union is denied in this instant case.

**Company Position**

The weekly benefit for the grievant is based on applicable state law. The provisions of this portion of the article only apply to “temporary workers’ compensation benefits”. The amount now being paid to the grievant is based on a permanent determination.

**Union Position**

The Union on behalf of Robert Weber, is claiming that the company is in violation of Article 14, Section 2 of the NMFA. Mr. Weber was removed from modified work as of 2/25/05. His compensation was reduced. The Article 14, Section 2, which states the employer will make up the difference in pay. Local 275 on behalf of Mr. Weber is claiming the difference in compensation pay from the time he was removed from modified work, ongoing.

**ERJAC Case Number** C-47-05

**Year Heard** 2005

**Committee** Committee A

**Local Union** 375                      **and Company** Yellow Transportation

**Grievant** Thomas Notaro

**Article** 14                                      **JAC Case Number**

**Regarding**

On behalf of Thomas Notaro, Union alleges violation of Article 14 (2[C]) on April 19, 2005. Union seeks grievant be made whole difference in compensation pay and reduction after being removed from modified work program. 7/20/2005 - ERJAC - The Panel, in Executive Session, could not reach agreement. The case is deadlocked.

**Decision Date** 12/15/2005

**Decision**

The Eastern Region Joint Area Review Committee based upon a review of the transcripts and evidence ruled based on the facts in this instant case, the claim of the Union is denied.

**Company Position**

The weekly benefit for the grievant is based on applicable state law. The provisions of this portion of the article only apply to “temporary workers’ compensation benefits”. The amount now being paid to the grievant is based on a permanent determination.

**Union Position**

The Union on behalf of Thomas Notaro, is claiming that the company is in violation of Article 14, Section 2-C of the NMFA. Mr. Notaro was removed from modified work as of April 19, 2005. His compensation was reduced. Article 14, Section 2, which states the employer will make up the difference in pay. Local 375, on behalf of Mr. Notaro is claiming the difference in compensation pay from the time he was removed from modified work ongoing. Mr. Notaro’s full compensation is \$400.00, when he was removed from

**ERJAC Case Number** C-52-05

**Year Heard** 2005

**Committee** Committee B

**Local Union** 470                      **and Company** ABF Freight System

**Grievant** Mark Robinson

**Article** 14

**JAC Case Number**

**Regarding**

On behalf of Mark Robinson, Union alleges violation of Article 14 (2) and all others pertaining to this grievance in January and February 2005. Union seeks grievant be made whole eight (8) days health, welfare and pension payments while on modified work and was home on comp.

**Decision Date** 10/19/2005

**Decision**

The Panel, in Executive Session, motion made, seconded and carried based on the facts presented in this instant case, the claim of the Union is upheld for the eight (8) days the grievant was unable to work due to his on-the-job injury.

**Company Position**

Company feels since he booked off they should not pay these days.

**Union Position**

Union feels grievant should have been paid health, welfare and pension for these days due to he was on modified work and he was home on comp. He would have been paid for these days.

**Committee** Committee B

**Local Union** 776                      **and Company** ABF Freight System

**Grievant** Local 776 on behalf of Rick Stine

**Article** 14                                      **JAC Case Number**

**Regarding**

On behalf of Rick Stine, Union alleges violation of Article 14 on or about June 18, 2004. Union seeks grievant be returned to light duty and paid all due.

**Decision Date** 4/26/2005

**Decision**

The Panel, in Executive Session, motion made, seconded and carried based on the facts in this instant case, the grievant is to be compensated the difference between modified work pay as provided in Article 14 and Workers' Compensation benefits received from the day he was removed from modified work until the day he was returned to full duty; not to exceed forty (40) hours per week. Employee to be made whole for Pension contributions during period.

**Company Position**

The Company was complying with the recommendations of the grievant's treating physician. There were no disputes with another doctor.

**Union Position**

Return Mr. Stine to light duty and pay all.

**ERJAC Case Number** C-2-06

**Year Heard** 2006

**Committee** Committee A

**Local Union** 560 **and Company** Roadway Express

**Grievant** Frank Cernelli

**Article** 14

**JAC Case Number**

**Regarding**

On behalf of Frank Cernelli, Union alleges violation of Article 14 (2[b]) on August 22, 2005. Union seeks grievant be made whole back pay claiming company is providing compensation below the 85%.

**Decision Date** 1/17/2006

**Decision**

The Panel, in Executive Session, motion made, seconded and carried the claim of the Union is denied based on the National decision.

**Company Position**

N/A

**Union Position**

Grievant Frank Cernelli offered modified work due to compensation injury. Article 14, Section 2(b) provides that, "Employees receive temporary partial benefits shall equal not less than 85%". He would otherwise be entitled to under the provisions of the applicable Area Supplemental Agreement. Company is providing compensation below the 85%.



**ERJAC Case Number** C-35-06

**Year Heard** 2006

**Committee** Committee A

**Local Union** 641 **and Company** Yellow Transportation

**Grievant** Eugene Morris

**Article** 14

**JAC Case Number**

**Regarding**

On behalf of Eugene Morris, Union alleges violation of Article 14 on April 26, 2006. Union claims grievant was on worker's comp, released 11/2005 then worked until April 2006; then put out of service for five (5) days, revisited physician and was returned to full duty.

**Decision Date** 7/18/2006

**Decision**

The Panel, in Executive Session, motion made, seconded and carried the claim of the Union is upheld.

**Company Position**

N/A

**Union Position**

Grievant was on worker's comp, released 11/2005 then worked until April 2006; then put out of service for five (5) days, revisited physician and was returned to full duty.

**ERJAC Case Number** C-50-06

**Year Heard** 2006

**Committee** Committee A

**Local Union** 404                      **and Company** Yellow Transportation

**Grievant** Frank A. DeGeorge

**Article** 14                                      **JAC Case Number**

**Regarding**

On behalf of Frank A. DeGeorge, Union alleges violation of Article 14 (1) and (2 [d{j}]) on January 6, 2006 and ongoing. Union claims workers comp benefits have been partially withheld without justification causing an unjust reduction of workers comp benefits.

**Decision Date** 1/23/2007

**Decision**

The Panel, in Executive Session, motion made, seconded and carried the claim of the Union is upheld for the period of May 24, 2006 through August 2006, the difference in the amount he received in Worker's Comp and the difference between modified duty including Health, Welfare and Pension.

**Company Position**

N/A

**Union Position**

Employer has not promptly handled the on-the-job injury claim filed by grievant thereby causing an unjust reduction of worker's comp benefits. The Employer's improper action or inaction has also caused medical treatment and medical bill payments to be withheld and/or delayed.

**ERJAC Case Number** C-5-07

**Year Heard** 2006

**Committee** Committee A

**Local Union** 375 **and Company** Yellow Transportation

**Grievant** Michael Geblein

**Article** 14 **JAC Case Number**

**Regarding**

On behalf of Michael Geblein, Union alleges violation of Article 14 (2) on November 17, 2006. Union seeks grievant be made whole all lost wages and benefits for all time lost from modified work program.

**Decision Date** 1/22/2008

**Decision**

The Panel, in Executive Session, motion made, seconded and carried the claim is upheld for the period of November 10th to April 15th; the difference of modified work and workers' comp.

**Company Position**

N/A

**Union Position**

Yellow placed employee on modified work but removed him on November 17, 2006 because he did not qualify for modified work.

**ERJAC Case Number** C-4-08

**Year Heard** 2007

**Committee** Committee A

**Local Union** 25                      **and Company** Roadway Express

**Grievant** Steven Duso

**Article** 14                                      **JAC Case Number**

**Regarding**

On behalf of Steven Duso, Union alleges violation of Article 14 (3) on February 14, 2006. Union seeks grievant be made whole all lost wages and contractual benefits claiming Company has discriminated against grievant by deciding to stop making reasonable accommodations for his disability.

**Decision Date** 1/22/2008

**Decision**

The Panel, in Executive Session, motion made, seconded and carried the Company's point of order is upheld. The case is improper before the committee.

**Company Position**

N/A

**Union Position**

Company has discriminated against grievant by deciding to stop making reasonable accommodations for his disability.

**ERJAC Case Number** C-14-09

**Year Heard** 2009

**Committee** Committee A

**Local Union** 249 **and Company** Yellow Transportation

**Grievant** Wayne B. Shatkoff

**Article** 14 **JAC Case Number**

**Regarding**

On behalf of Wayne B. Shatkoff, Union alleges violation of Article 14 on January 1, 2009 and ongoing. Union seeks grievant be made whole wages, benefits and pension claiming employee was denied light duty.

**Decision Date** 10/27/2009

**Decision**

The Panel, in Executive Session, motion made, seconded and carried based on the facts presented by the Union and the testimony and evidence of the grievant, no one was placed on modified work and therefore, the claim of the Union is denied.

**Company Position**

N/A

**Union Position**

Employee denied light duty; released January 1, 2009 for light duty.

**ERJAC Case Number** C-24-09

**Year Heard** 2009

**Committee** Committee A

**Local Union** 445                      **and Company** ABF Freight System

**Grievant** Ralph Detrocchio

**Article** 14

**JAC Case Number**

**Regarding**

On behalf of Ralph Detrocchio, Union alleges violation of Article 14 on April 30, 2009. Union seeks grievant be made whole Union scale back to 4/30 claiming grievant was on light duty and can continue to work in and around office, or dock or office.

**Decision Date** 10/28/2009

**Decision**

The Panel, in Executive Session, motion made, seconded and carried based on the facts presented, the claim of the Union is denied.

**Company Position**

Grievance denied; no work for light duty. Point of order.

**Union Position**

Union scale back to 4/30.

**ERJAC Case Number** C-01-10

**Year Heard** 2009

**Committee** Committee A

**Local Union** 249                      **and Company** YRC, Inc.

**Grievant** Wayne Roberson

**Article** 14                                      **JAC Case Number**

**Regarding**

On behalf of Wayne Roberson, Union alleges violation of Article 14 on April 8, 2009. Union claims grievant was not called or offered light duty.

**Decision Date** 1/26/2010

**Decision**

The Panel, in Executive Session, motion made, seconded and carried based on the facts presented, the claim of the Union is denied.

**Company Position**

N/A

**Union Position**

Employee was eligible for light duty on 3/4/09 and was not called or offered light duty; was not aware until 8/22/09.

**ERJAC Case Number** C-17-10

**Year Heard** 2010

**Committee** Committee A

**Local Union** 249 **and Company** ABF Freight System

**Grievant** Lee Underwood

**Article** 14

**JAC Case Number**

**Regarding**

On behalf of Lee Underwood, Union alleges violation of Article 14 (2) on June 7, 2010. Union seeks grievant be placed on modified duty and made whole all monies due claiming Company refusing modified work.

**Decision Date** 10/26/2010

**Decision**

The Panel, in Executive Session, motion made, seconded and carried the Company's point of order is upheld. The case is improper.

**Company Position**

N/A

**Union Position**

Company is refusing modified work; grievant released for light duty on June 4, 2010.



**ERJAC Case Number** C-21-11

**Year Heard** 2011

**Committee** Committee A

**Local Union** 707                      **and Company** YRC, Inc.

**Grievant** James McMurty

**Article** 14                                      **JAC Case Number**

**Regarding**

On behalf of James McMurty, Union alleges violation of Article 14 (2). Union claims Company has refused to put grievant back in the modified work program. 7/19/2011 - ERJAC - The Panel, in Executive Session, could not reach agreement. The case is deadlocked.

**Decision Date** 9/21/2011

**Decision**

The Eastern Region Joint Area Review Committee based upon a review of the transcripts and evidence ruled the claim of the Union is upheld.

**Company Position**

N/A

**Union Position**

Company has refused to put grievant back in the modified work program.

**ERJAC Case Number** C-27-12

**Year Heard** 2012

**Committee** Committee A

**Local Union** 375 **and Company** YRC, Inc.

**Grievant** Sean Fenger

**Article** 14

**JAC Case Number**

**Regarding**

On behalf of Sean Fenger, Union alleges violation of Article 14 (2) on May 9, 2012 through July 5, 2012. Union seeks grievant be made whole all monies lost and contractual benefits claiming Company denied him modified work opportunities.

**Decision Date** 10/23/2012

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that the Company's Point of Order is upheld. The case is improper before the Committee.

**Company Position**

N/A

**Union Position**

Company denied him modified work opportunities.

**ERJAC Case Number** C-25-06

**Year Heard** 2006

**Committee** Committee B

**Local Union** 107                      **and Company** Yellow Transportation

**Grievant** Joseph Wiles

**Article** 14                                      **JAC Case Number**

**Regarding**

On behalf of Joseph Wiles, Union alleges violation of Article 14 continuing. Union seeks grievant be made whole all lost wages and benefits to which the grievant should be entitled claiming he has been refused modified duty although he has been released to modified duty by Yellow's doctors.

**Decision Date** 7/18/2006

**Decision**

The Panel, in Executive Session, motion made, seconded and carried, based on the facts presented in this instant case, the monetary claim of the Union is upheld in accordance with the modified work placement practice at this terminal.

**Company Position**

N/A

**Union Position**

Union seeks grievant be made whole all lost wages and benefits to which the grievant should be entitled claiming he has been refused modified duty although he has been released to modified duty by Yellow's doctors.

**ERJAC Case Number** C-26-07

**Year Heard** 2007

**Committee** Committee B

**Local Union** 107                      **and Company** New Penn Motor Express

**Grievant** Matthew Rooney

**Article** 14                                      **JAC Case Number**

**Regarding**

On behalf Matthew Rooney, of Union alleges violation of Article 14 ongoing. Union seeks grievant be put on duty during his normal shift times claiming he is on modified work and is not being brought in for shift which is comparable to his normal bid start.

**Decision Date** 5/8/2007

**Decision**

The Panel, in Executive Session, motion made, seconded and carried, based on the facts presented in this instant case, the claim of the Union is denied.

**Company Position**

N/A

**Union Position**

Grievant should be put on duty during his normal shift times claiming he is on modified work and is not being brought in for shift which is comparable to his normal bid start.

**ERJAC Case Number** C-26-08

**Year Heard** 2007

**Committee** Committee B

**Local Union** 764                      **and Company** Yellow Transportation

**Grievant** On behalf of Richard Bingaman

**Article** 14                                      **JAC Case Number**

**Regarding**

On behalf of Richard Bingaman, Union alleges violation of Article 14 (2c) on September 4, 2007. Union claims grievant was improperly forced, under penalty of discipline, to return to full duty bargaining unit work which is contrary to physician's limitations.

**Decision Date** 10/29/2008

**Decision**

The Panel, in Executive Session, motion made, seconded and carried based on the facts presented in this case, the claim of the Union is denied.

**Company Position**

N/A

**Union Position**

Grievant was improperly forced, under penalty of discipline, to return to full duty bargaining unit work which is contrary to physician's limitations.

**ERJAC Case Number** R-15-08

**Year Heard** 2008

**Committee** Committee B

**Local Union** 776 **and Company** New Penn Motor Express

**Grievant** Andrew Strohecker

**Article** 14

**JAC Case Number**

**Regarding**

On behalf of Andrew Strohecker, Union alleges violation of Article 14. Union seeks grievant be made whole all monies due and all benefits.

**Decision Date** 7/22/2008

**Decision**

The Panel, in Executive Session, motion made, seconded and carried the claim of the Union is denied.

**Company Position**

N/A

**Union Position**

Pay all monies due and all benefits.

**ERJAC Case Number** C-47-08

**Year Heard** 2008

**Committee** Committee B

**Local Union** 776                      **and Company** ABF Freight System

**Grievant** Harry Baker

**Article** 14

**JAC Case Number**

**Regarding**

On behalf of Harry Baker, Union alleges violation of Article 14. Union seeks grievant be made whole all lost wages and benefits claiming he was unjustly removed from light duty program.

**Decision Date** 7/23/2008

**Decision**

The Panel, in Executive Session, motion made, seconded and carried, based on the facts presented in this case, the claim of the Union is upheld.

**Company Position**

N/A

**Union Position**

Make grievant whole all lost wages and benefits; unjustly removed from light duty program.

**ERJAC Case Number** R-25-08

**Year Heard** 2008

**Committee** Committee B

**Local Union** 771 **and Company** Yellow Transportation

**Grievant** Tim Goodwin

**Article** 14

**JAC Case Number**

**Regarding**

On behalf of Tim Goodwin, Union alleges violation of Article 14 on or about June 10, 2008. Union seeks grievant be made whole claiming he has been denied the right to work in modified work program.

**Decision Date** 2/11/2009

**Decision**

The Panel, in Executive Session, motion made, seconded and carried based on the facts presented in this instant case, the claim of the Union is denied.

**Company Position**

N/A

**Union Position**

Grievant has been denied the right to work in modified work program.



**ERJAC Case Number** R-12-09

**Year Heard** 2009

**Committee** Committee B

**Local Union** 509                      **and Company** YRC

**Grievant** Frank O'Dowd

**Article** 14                                      **JAC Case Number**

**Regarding**

On behalf of Frank O'Dowd, Union alleges violation of Article 14 on January 21, 2009. Union seeks grievant be fully compensated for all lost earnings including fringe benefits claiming Company refuses to allow grievant to return to work on modified.

**Decision Date** 7/21/2009

**Decision**

The Panel, in Executive Session, motion made, seconded and carried based on the facts in this instant case, the facts reflect that the grievant was released to modified work, therefore, the claim to be placed in modified work on January 28, 2009 to March 11, 2009 is upheld.

**Company Position**

N/A

**Union Position**

Grievant was released to return to work on modified on 1/21/09 and Company would not allow him to return.

**ERJAC Case Number** C-9-11

**Year Heard** 2010

**Committee** Committee B

**Local Union** 509                      **and Company** YRC, Inc.

**Grievant** Ronald Beasley

**Article** 14                                      **JAC Case Number**

**Regarding**

On behalf of Ronald Beasley, Union alleges violation of Article 14 and all applicable on February 12, 2010 through October 18, 2010. Union seeks grievant be made whole for all time a junior driver worked in place of himself at a modified rate of 85%.

**Decision Date** 1/25/2011

**Decision**

The Panel, in Executive Session, motion made, seconded and carried the claim of the Union is denied.

**Company Position**

N/A

**Union Position**

Union seeks grievant be made whole for all time a junior driver worked in place of himself at a modified rate of 85%.

**ERJAC Case Number** C-165-00

**Year Heard** 2001

**Committee** Committee B

**Local Union** 639                      **and Company** Yellow Transportation

**Grievant** Richard Morgan

**Article** 14                                      **JAC Case Number**

**Regarding**

On behalf of Richard Morgan, Union alleges violation of Articles 14(2-C) and (2-D) on February 18, 2000 and continuing. Union claiming Company did not give assignment of hours and written work assignment.

**Decision Date** 1/23/2001

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that the Company is instructed to comply with Article 14, Section 2, regarding issuing job descriptions and hours of work to modified work participants at Manassas.

**Company Position**

At no time while on modified work, did the grievant question any of his assigned duties. All of the grievant's assigned duties while on modified, including painting, were within the doctor's restrictions. Again, the Company's first awareness that he did not feel he should be painting was on July 6, 2000, when the grievance was filed.

**Union Position**

The company did not provide the grievant with a written work assignment including his schedule of hours. In addition, they threatened to assign the grievant a work assignment that could have resulted in a re-injury.

**ERJAC Case Number** H-8-07

**Year Heard** 2007

**Committee** Safety & Health

**Local Union** 340 **and Company** Yellow Transportation

**Grievant** C.W. Shifflett

**Article** 14, 16, 55

**JAC Case Number**

**Regarding**

On behalf of C.W. Shifflett, Union alleges violation of Articles 14 (3), 16 (2) and 55 on June 14, 2007 and ongoing. Union claims Company is not paying for acceptable lodging and transportation for a lay down driver that is in compliance with medical requests. 4/23/2008 - ERJAC - The Panel, in Executive Session, could not reach agreement. The case is deadlocked.

**Decision Date** 1/20/2009

**Decision**

The Eastern Region Joint Area Review Committee based upon a review of the transcripts and evidence ruled the claim of the Union is upheld for \$546.50 in this instant case.

**Company Position**

N/A

**Union Position**

Company is not paying for acceptable lodging and transportation for a lay down driver that is in compliance with medical requests.

**ERJAC Case Number** C-14-10

**Year Heard** 2010

**Committee** Committee A

**Local Union** 375                      **and Company** Holland Motor Express

**Grievant** James Santillo

**Article** 14, 24

**JAC Case Number**

**Regarding**

On behalf of James Santillo, Union alleges violation of Articles 14 (1) and 24 and all other applicable articles on May 11 and June 8, 2010. Union seeks grievant be made whole with all contractual benefits and full reinstatement. 7/20/2010 - ERJAC - The Panel, in Executive Session, could not reach agreement. The case is deadlocked.

**Decision Date** 12/15/2010

**Decision**

The Eastern Region Joint Area Review Committee based upon a review of the transcripts and evidence ruled the Company's Point of Order is upheld.

**Company Position**

N/A

**Union Position**

Company representative visited member without member's consent, outside of home terminal while member was on worker's compensation.

**ERJAC Case Number** C-065-99

**Year Heard** 1999

**Committee** Committee B

**Local Union** 249                      **and Company** Yellow Transportation

**Grievant** Wayne B. Shatkoff

**Article** 14, 37

**JAC Case Number**

**Regarding**

On behalf of Wayne B. Shatkoff, Union alleges violation of Articles 14 and 37 on February 12, 1999. Union claiming Company refuses to return the grievant to the Modified Work Program.

**Decision Date** 7/27/1999

**Decision**

NOTE: Heard with C-067-99 and C-066-99 as one case. The Panel, in Executive Session, motion made, seconded and carried that based on the facts presented in this instant case, the grievant is reinstated to the Modified Work Program in accordance with Article 14 of the NMFA effective May 3, 1999.

**Company Position**

We will further demonstrate that only due to Mr. Shatkoff's own failure to provide basic information on his claim and current condition, has his possible placement to our modified program has been delayed.

**Union Position**

Union requests the company to be instructed to make Brother Shatkoff whole for all weeks lost by not abiding by the NGC decision dated August 25, 1995 which states: "In case C-56-95, the claim is upheld for October 11, 1994; forwarded for all monies due including all fringe benefits."

**ERJAC Case Number** R-008-95

**Year Heard** 1995

**Committee** Committee A

**Local Union** 340                      **and Company** A.P.A. Transport Corp.

**Grievant** Rene Langevin

**Article** 14, 43

**JAC Case Number**

**Regarding**

On behalf of Rene Langevin, Union alleges violation of Articles 14, 43, claiming bumping rights violated for grievant.

**Decision Date** 4/25/1995

**Decision**

The Panel, in executive session, motion made, seconded and carried that Article 14 does not apply in this case; therefore, based on the facts presented, there is no violation of Article 43 of the NNE Supplemental Agreement.

**Company Position**

The grievant had been in an accident leaving him with a workers compensation back injury and due to this injury he had physical restrictions placed on him that limited his ability to perform all the functions of his job, a P&D driver. He can not be bumped to Scarborough as he is not qualified for both P&D and road.

**Union Position**

Company is not making reasonable accommodation in allowing grievant to transfer to Scarborough, ME.

**ERJAC Case Number** H-08-95

**Year Heard** 1995

**Committee** Safety & Health

**Local Union** 707                      **and Company** Yellow Transportation

**Grievant** George Greis

**Article** 14, 44

**JAC Case Number**

**Regarding**

On behalf of George Greis, Union alleges violation of Articles 14, 44, claiming Company refusing to put grievant back to work; requesting grievant be made whole from 4/11/95 to present.

**Decision Date** 10/23/1995

**Decision**

The Panel, in executive session, motion made, seconded and carried that based on the evidence presented in this instant case, the claim of the Union is denied.

**Company Position**

Grievant was injured while in the road classification and when he is able to produce a return to work release that is without restriction in any classification, the Company would allow him to return to work.

**Union Position**

Employee has doctor's release from on-the-job injury dated 3/8/95 and 4/11/95. The release states that grievant may not drive but may work as yard switcher. Grievant has contractual mechanism to exercise his seniority to successfully obtain switcher position. Union requests grievant be made whole from 4/11/95 to present.



**ERJAC Case Number** C-99-01

**Year Heard** 2001

**Committee** Committee B

**Local Union** 71 **and Company** Roadway Express

**Grievant** Butch Kale

**Article** 14, 49

**JAC Case Number**

**Regarding**

On behalf of Butch Kale, Union alleges violation of Articles 14 (2) and 49 on May 7 through 12, 2001. Union seeks grievant be made whole \$206.00 for forty (40) hours at modified rate.

**Decision Date** 7/24/2001

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that based on the facts presented in this instant case, the claim of the Union is denied.

**Company Position**

The grievant was injured on-the-job on April 24, 2001 and he worked on modified until May 4, 2001. His original assignment was daytime hours answering the telephone. After May 4th his services were not needed in the office and on May 3rd he was notified that his assignment would be changed to guard duties and he was to report for duty on Monday, May 7, 2001 at 0001 hours; he refused this assignment.

**Union Position**

On May 7, 2001 the Company changed Mr. Kale's modified work assignment. The new assignment has never been performed by any Charlotte employee in addition the new schedule was not consistent with his normal work schedule of daylight hours, Monday - Friday. The Union requests the Company pay Mr. Kale forty (40) hours at the modified for a total of \$206.00

**ERJAC Case Number** C-46-02

**Year Heard** 2002

**Committee** Committee B

**Local Union** 391                      **and Company** Consolidated Freightways

**Grievant** Jerry Roscoe

**Article** 14, 53

**JAC Case Number** 78C02

**Regarding**

On behalf of Jerry Roscoe, Union alleges violation of Articles 14, 53 and all appropriate Articles October 2001. Union seeks grievant be made whole for nonpayment of Health and Welfare and Pension while on Workers Compensation. 4/23/2002 - The Panel, in Executive Session, could not reach agreement. This case is deadlocked to the ERJARC. 5/23/02 - The Committee placed this case on Committee Hold.

**Decision Date** 9/4/2002

**Decision**

The Eastern Region Joint Area Review Committee based upon a review of the transcripts and evidence ruled the case is referred back to the parties to be resolved in accordance with Case N-3-02-C-2.

**Company Position**

Although the grievant is on Workers Compensation, there is no violation of the contract because he is also in layoff status. Laid off employees are not entitled to contributions while in layoff and not working.

**Union Position**

The company is not paying contributions in accordance with the contract and the interpretation issued by the National Panel regarding this issue.

**ERJAC Case Number** C-62-05

**Year Heard** 2005

**Committee** Committee A

**Local Union** 110                      **and Company** ABF Freight System

**Grievant** Joe King

**Article** 14, 53                                      **JAC Case Number**

**Regarding**

On behalf of Joe King, Union alleges violation of Articles 14 (2) and 53 (3[B]) on July 4, 2005. Union seeks grievant be made whole for holiday at regular wage rate; \$128.16, claiming he was improperly paid for the holiday and he qualified for holiday pay prior to workers' compensation injury.

**Decision Date** 10/18/2005

**Decision**

The Panel, in Executive Session, motion made, seconded and carried the claim of the Union is upheld.

**Company Position**

This language is used only to determine whether he qualifies to receive holiday pay, not at which rate the holiday will be paid.

**Union Position**

Grievant qualified for holiday pay prior to workers' compensation injury. Employer paid holiday at modified work rate. Grievant should be paid at his regular wage rate as per Supplemental Agreement.

**ERJAC Case Number** C-24-12

**Year Heard** 2012

**Committee** Committee B

**Local Union** 776                      **and Company** YRC, Inc.

**Grievant** Yohann Weaver

**Article** 15                                      **JAC Case Number**

**Regarding**

On behalf of Yohann Weaver, Union alleges violation of Article 15. Union seeks all monies and fringes due member. 7/24/2012 - ERJAC - The Panel, in Executive Session, could not reach agreement. The case is deadlocked to the Eastern Region Review Committee.

**Decision Date** 10/17/2012

**Decision**

The Eastern Region Joint Area Review Committee based upon a review of the transcripts and evidence ruled the case is sent back to the parties. The Panel retains jurisdiction.

**Company Position**

N/A

**Union Position**

Seeks all monies and fringes due.

**Committee** Safety & Health

**Local Union** 776                      **and Company** ABF Freight System

**Grievant** E.A. Waidley, Jr.

**Article** 16

**JAC Case Number**

**Regarding**

On behalf of E.A. Waidley, Jr., Union alleges violation of Article 16. Union claims the Milton, PA facility does not meet standards. 4/29/03 - ERJAC - The Panel, in Executive Session, motion made, seconded and carried that the case is referred to a Sub-Committee of Dan Wachhaus, Yellow Transportation and Bob Weber, Local 229. Committee A holds jurisdiction. 4/29/2003 - ERJAC - The Panel, in Executive Session, motion made, seconded and carried that this case is referred to a SubCommittee consisting of Dan Wachhaus, Yellow Freight and Bob Weber, Local 229. Committee A holds jurisdiction.

**Decision Date** 7/29/2003

**Decision**

The SubCommittee reports as follows: Based on the pictures enclosed and general observation of the terminal lot conducted in late May 2003 and July 14, 2003, the lot could be paved but ABF could get by with spreading some modified or similar sub-base material in the areas of concern so that the pot holes are filled; compacted and rolled to provide a reasonably smooth and safe lot that meets the standards. The company's brief from the April hearing says, "The Company understands the need for regular maintenance and plans to maintain the yard to keep it reasonably free of potholes." You can see from the May pictures, ABF has not complied with their own understanding of the problem. A discussion on 7/14/03, with Br.

**Company Position**

The yard is partially paved or concrete. The grievance calls for the yard to be paved, which at this point is not economically feasible for the Company. However, the Company does strive to keep the yard reasonably free of potholes as required by the contract.

**Union Position**

Milton, PA facility does not meet standards.

**ERJAC Case Number** H-2-03

**Year Heard** 2003

**Committee** Safety & Health

**Local Union** 776                      **and Company** ABF Freight System

**Grievant** Ed Waidley

**Article** 16

**JAC Case Number**

**Regarding**

On behalf of Ed Waidley, Union alleges violation of Article 16. Union claims Company needs to repave yard at Vincentown, NJ to be in compliance with contract. 4/29/2003 - The Panel, in Executive Session, motion made, seconded and carried that the case is referred to a Subcommittee of Jack Hall, USF Red Star and Bill Hamilton, Local 107. Committee A holds jurisdiction.

**Decision Date** 7/30/2003

**Decision**

The SubCommittee of Jack Hall for the employer and Tony Frasco for the Union makes the following recommendation: That ABF patch the most severe potholes with asphalt instead of the slag and stone mixture. The asphalt patches will provide a temporary solution to the problem until the major construction project begins. The Panel in Executive Session, motion made the accept the SubCommittee report.

**Company Position**

The yard is partially paved or concrete. The grievance calls for the yard to be paved, which at this point is not economically feasible for the Company. However, the Company has notified the Union, ABF does have plans for a 31-door addition to this terminal which will also include full paving of the yard.

**Union Position**

Company needs to repave yard at Wincentown, NJ to be in compliance with contract.

**ERJAC Case Number** H-16-96

**Year Heard** 1996

**Committee** Safety & Health

**Local Union** 776 **and Company** ABF Freight System

**Grievant** Robert Husler

**Article** 16 **JAC Case Number**

**Regarding**

On behalf of Robert Husler, Union alleges violation of Article 16 excessive dust in yard/dock area.

**Decision Date** 7/23/1996

**Decision**

The panel, in executive session, motion made, seconded and carried that there is no violation of Article 16. Therefore, the claim of the Union is denied.

**Company Position**

As you will see by the report and the letter from OSHA that the dust levels are well below the threshold and therefore, are not considered a health risk.

**Union Position**

Unhealthy working conditions, excessive dust in both east and west yards.

**ERJAC Case Number** H-03-97

**Year Heard** 1997

**Committee** Safety & Health

**Local Union** 449                      **and Company** Consolidated Freightways

**Grievant** John Martini,

**Article** 16

**JAC Case Number**

**Regarding**

On behalf of John Martini, Union alleges violation of Article 16(2), Union claiming inadequate lighting and uneven blacktop in Stoughton, Mass. 1/29/97 - The Panel, in executive session, motion made, seconded and carried that this case be referred to a Subcommittee of Gerald Gross and Joseph Moeser to inspect the premises in question and report their findings back to the ERJAC.

**Decision Date** 7/21/1997

**Decision**

The Executive Committee approved a motion to accept the following report:

On July 14, 1997 an inspection was made by the Sub-Committee of the Consolidated Freightways terminal at Stoughton, MA.

The Sub-Committee was escorted around the property by Local Union 653 Shop Steward, Ed Zine. It was noted that all areas of the yard have been repaved and the lighting is adequate in all areas of the yard.

s/Gerald Gross

s/Joseph Moeser

Local Union 653

Roadway Express

**Company Position**

In speaking with employees at the Stoughton, MA terminal we have been told that the yard surface and the lighting is satisfactory.

**Union Position**

There are ruts (uneven blacktop) and inadequate lighting at Stoughton, MA.



**ERJAC Case Number** H-02-98

**Year Heard** 1998

**Committee** Safety & Health

**Local Union** 776                      **and Company** ABF Freight System

**Grievant** Robert Graham

**Article** 16

**JAC Case Number**

**Regarding**

On behalf of Robert Graham, Union alleges violation of Article 16, Union claiming Company tractors should be allowed to idle longer than five (5) minutes.

**Decision Date** 4/22/1998

**Decision**

The panel, in executive session, motion made, seconded and carried that there is no violation of Article 16. Therefore, the claim of the Union is denied.

**Company Position**

We have researched Article 16 very closely and can find no section or portion that relates to the idling of a tractor.

**Union Position**

Company in violation of Article 16 by controlling idle of trucks for no longer than five (5) minutes. Eastern Region driving dictates many occasions where idling may be longer than five (5) minutes; i.e., delays caused by traffic, snow, etc.

**ERJAC Case Number** H-03-98

**Year Heard** 1998

**Committee** Safety & Health

**Local Union** 430                      **and Company** Preston Trucking Co.

**Grievant** All Affected Employees

**Article** 16

**JAC Case Number**

**Regarding**

On behalf of all affected employees, Union alleges violation of Article 16(8) and OSHA Rules during December, 1997, Union claiming Company correct training inadequacies immediately. 2/23/98 - The Panel, in executive session, motion made, seconded and carried that the Company is instructed to report back to this Committee in regard to the progress of the Hazmat training and certification of employees by the April, 1998 ERJAC hearings.

**Decision Date** 4/22/1998

**Decision**

The panel, in executive session, motion made, seconded and carried to accept the report of Preston's training of its employees.

**Company Position**

We have satisfied the OSHA requirements and will continue to improve the training of our people to handle HazMat incidents as explained by our Assistant Terminal Manager at our York terminal.

**Union Position**

Company in violation of OSHA rules and of the NMFA and requests training inadequacies be corrected immediately.

**ERJAC Case Number** H-09-98

**Year Heard** 1998

**Committee** Safety & Health

**Local Union** 776 **and Company** Consolidated Freightways

**Grievant** Gerald Langendoerfer, Jr.

**Article** 16 **JAC Case Number**

**Regarding**

On behalf of Gerald Langendoerfer, Jr., Union alleges violation of Article 16 on March 16, 1998, Union claiming team drivers should have choice of partner.

**Decision Date** 7/29/1998

**Decision**

The panel, in executive session, motion made, seconded and carried that there is no violation of the contract.

### **Company Position**

It is the company's position that the National Grievance Committee Interpretation on matching drivers on a sleeper teams and whether it is a Smoker or Non-Smoking tractor is specific to "Smoking" as it states. It does not refer to chewing tobacco and based on the language we feel chewing tobacco is not covered by this interpretation.

### **Union Position**

Team drivers should have choice of partner. The grievant should have a choice of who drives while he is sleeping. It is very unsanitary and unhealthy for grievant to have a chew container in the cab.

**ERJAC Case Number** H-11-98

**Year Heard** 1998

**Committee** Safety & Health

**Local Union** 71 **and Company** Yellow Transportation

**Grievant** Charles Norris, Jr.

**Article** 16

**JAC Case Number**

**Regarding**

On behalf of Charles Norris, Jr., Union alleges violation of Article 16(2) on April 20, 1998, Union claiming Company is requiring employees to work under dangerous conditions. 7/29/98 - The panel, in executive session, motion made, seconded and carried that this case is on Committee Hold. Committee B holds jurisdiction.

**Decision Date** 10/27/1998

**Decision**

The panel, in executive session, motion made, seconded and carried that the claim of the Union is denied.

### **Company Position**

The company has been cited by the North Carolina department of OSHA for our failure to require mechanics to wear personal protective equipment, which has resulted in fines reaching \$30,000. Toe caps were purchased by the company for the use of our mechanics while on duty. In lieu of wearing toe caps, each employee had the option of buying their own safety shoes at their own expense.

### **Union Position**

The Company has started to require the employees to wear toe caps while working around trucks and other equipment that requires them to climb onto this equipment. The Union's position is that this provides for an unsafe environment and we are requesting the company to provide safety shoes instead of caps.

**ERJAC Case Number** H-12-98

**Year Heard** 1998

**Committee** Safety & Health

**Local Union** 71 **and Company** Yellow Transportation

**Grievant** All Affected Employees

**Article** 16 **JAC Case Number**

**Regarding**

On behalf of all affected employees, Union alleges violation of Article 16(6) on June 11, 1998, Union claiming Company is forcing employees to drive equipment without air conditioning.

**Decision Date** 10/27/1998

**Decision**

The panel, in executive session, motion made, seconded and carried that there is no violation of Article 16 (6); therefore, the claim of the Union is denied.

**Company Position**

The Memorandum of Understanding defines a designated air conditioning repair point as a garage that has trained personnel to repair air conditioners and the proper parts inventory. Surely, a vendor does not meet this definition and there is no garage at the Orlando point.

**Union Position**

The company has an established road/city domicile in Orlando, FL; have an available vendor service seven (7) days a week but will not repair air condition problems. Road drivers are forced to operate road tractors without air. Request the company to establish an air condition repair point in Orlando, FL.

**ERJAC Case Number** H-14-98

**Year Heard** 1998

**Committee** Safety & Health

**Local Union** 171 **and Company** ABF Freight System

**Grievant** James Akers

**Article** 16

**JAC Case Number**

**Regarding**

On behalf of James Akers, Union alleges violation of Article 16 on April 24, 1998, Union requests Company turn trucks up to be in compliance with posted speed limits.

**Decision Date** 7/29/1998

**Decision**

The panel, in executive session, motion made, seconded and carried that there is no violation of the contract.

### **Company Position**

On all interstate systems to our knowledge, there is a maximum speed limit posted. On some interstate systems there is a minimum speed limit posted. ABF has monitored all of its power equipment in such a manner that we operate within the range of the minimum and maximum speed limits and therefore, are in compliance with the interstate posted limits.

### **Union Position**

Asking company to turn trucks up to be in compliance with the posted speed limits on the interstate system. ABF's trucks constitute a safety hazard compared to the speeds of other trucks which can run the posted speeds.

**ERJAC Case Number** H-21-98

**Year Heard** 1998

**Committee** Safety & Health

**Local Union** 171 **and Company** Consolidated Freightways

**Grievant** Richard Crowder

**Article** 16

**JAC Case Number**

**Regarding**

On behalf of Richard Crowder, Union alleges violation of Article 16 on May 27, 1998, Union requests Company pay \$130.00 fine for defective equipment.

**Decision Date** 10/27/1998

**Decision**

The panel, in executive session, motion made, seconded and carried that based on the facts in this instant case, the claim of the Union is upheld.

**Company Position**

No violation of Article 16.

**Union Position**

The grievant received a ticket for failure to maintain proper control, brake problem. The yard is full of gravel and dirt so when the brakes were checked by rolling the unit and applying the brakes, that is not a good measuring stick. One would have had to look at the brakes with the naked eye and that would be impossible to catch that slight of an adjustment.

**ERJAC Case Number** H-012-99

**Year Heard** 1999

**Committee** Safety & Health

**Local Union** 776                      **and Company** ABF Freight System

**Grievant** Greg Hartman

**Article** 16

**JAC Case Number**

**Regarding**

On behalf of Greg Hartman, Union alleges a violation of Article 16. Union claiming the engines shut off after five (5) minutes idle time, seeking the be adjusted to idle longer.

**Decision Date** 4/27/1999

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that based on the facts and evidence presented, the claim of the Union is denied.

**Company Position**

ABF requirement is if someone is not in the unit it will not be running. If anyone is, the units will idle as long as there is fuel in the tank and the accelerator is moved sometime every five (5) minutes. A driver stands a much better chance of getting in a no heat situation with a blown engine ten with the idle shutdown.

**Union Position**

Claim is that the company adjust the trucks in the winter months to idle for a longer period of time.



**ERJAC Case Number** H-06-98

**Year Heard** 1998

**Committee** Safety & Health

**Local Union** 391 **and Company** ABF Freight System

**Grievant** Philip W. Taylor

**Article** 16

**JAC Case Number**

**Regarding**

On behalf of Philip W. Taylor, Union alleges violation of Article 16 on January 12, 1998, Union claiming the Company is using portable, substandard blocks that the switchers have to back trailers onto and off from. 2/24/98 - The Panel, in executive session, motion made, seconded and carried that this case is referred to the National Safety & Health Committee.

**Decision Date** 11/18/1998

**Decision**

The National Grievance Committee on November 18, 1998 adopted a motion that the claim of the Union be denied.

**Company Position**

They are not blocks, they are devices used as ramps due to the differences in height of the trailers we use.

**Union Position**

The above-mentioned employee contends the inspection of ABF terminal at Kernersville, NC revealed the company has some portable, sub-standard wooden blocks that are loose setting at the base of the dock which the switchers have to back trailers onto. The potential hazard occurs when the switcher pulls the trailer out.

**ERJAC Case Number** H-026-99

**Year Heard** 1999

**Committee** Safety & Health

**Local Union** 28                      **and Company** Roadway Express

**Grievant** Kenneth Martin

**Article** 16

**JAC Case Number**

**Regarding**

On behalf of Kenneth Martin, Union alleges violation of Article 16 on August 2, 1999. Union seeks monetary restoration of \$50.00 towing fee and two (2) hours and fifty (50) minutes, plus four (4) hours at time and one half.

**Decision Date** 10/26/1999

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that based on the facts presented, the claim of the Union is denied.

**Company Position**

A city employee parked in an unauthorized area so his car was towed as is the practice. His car was towed because he was parked in an area that created a safety hazard to other automobiles.

**Union Position**

Vehicle was towed from Company property. Filing for following reasons: 1. Gate in lower parking lot was locked (locked from Saturday - Monday), no walking path from lower parking lot to upper parking lot. Upper parking lot was full due to supervisors meeting. 2. Roadway only furnished one other entrance to work area and I thought it best if I parked in that area.

**ERJAC Case Number** H-21-00

**Year Heard** 2001

**Committee** Safety & Health

**Local Union** 391 **and Company** Consolidated Freightways

**Grievant** Palmer Smith

**Article** 16

**JAC Case Number**

**Regarding**

On behalf of Palmer Smith, Union alleges violation of Article 16 and all other appropriate Articles, ongoing. Union seeks Company be instructed to repair the yard and eliminate dust. 10/24/2000 - The Panel, in Executive Session, could not reach agreement. The Company's Point of Order is deadlocked to the ERJARC. 11/29/00 - The ERJARC ruled the case is referred back to the ERJAC to be heard on its merits. 1/23/01 - The Panel, in Executive Session, the case is referred to a SubCommittee to visually inspect the facility in question, determine what if any plans are in effect to address problems found in the yard, and make a recommendation.

**Decision Date** 7/23/2001

**Decision**

REPORT ATTACHED: The Committee in Executive Session, motion made, seconded and carried to adopt the recommendation of the Sub-Committee that the Union's requirements of fixing this yard have been satisfied, therefore the claim in this case has been satisfied.

**Company Position**

The terminal is old and we do not own it. Additionally, this yard has been in the same condition for many years and is no better or worse today than in the past. The landlord is studying what can be done to improve the yard conditions but all parties are prevented from spreading any liquid on the yard. While there may be dust from time to time during extremely dry periods, we do not believe this is a safety hazard.

**Union Position**

The above-employee contends the terminal at CF in Greensboro, NC has dust blowing across the dock so severe that employees are suffering breathing problems and pot holes in the yard are so severe it is unsafe for equipment travel. We ask the company repair the yard and make it safe.

**ERJAC Case Number** H-14-01

**Year Heard** 2001

**Committee** Safety & Health

**Local Union** 107 **and Company** Yellow Transportation

**Grievant** Ben Hall, Jim Price

**Article** 16

**JAC Case Number**

**Regarding**

On behalf of Ben Hall and Jim Price, Union alleges violation of Article 16 continuing. Union claiming potholes and loose gravel making driving unsafe, garage doors in need of repair and water collecting on platform, seeking necessary repairs be made.

**Decision Date** 10/23/2001

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that based on the facts in this instant case, the claim of the Union is denied.

**Company Position**

This entire facility is inspected on a regular basis. Routine and preventative maintenance is performed as necessary to keep the facility in compliance with both the contract and other governing bodies, such as OSHA.

**Union Position**

Potholes and loose gravel are creating unsafe driving and working conditions in terminal area. Also, garage doors are in need of repair. Water collects in platform which freezes in winter making walking and operating forklifts unsafe. Seeking order to begin repairs necessary immediately. Time waived.

**ERJAC Case Number** H-7-01

**Year Heard** 2001

**Committee** Safety & Health

**Local Union** 29 **and Company** Yellow Transportation

**Grievant** John O'Grady

**Article** 16 **JAC Case Number**

**Regarding**

On behalf of John O'Grady, Union alleges violation of Article 16(2) on November 26, 2000. Union claiming company forcing employees to work under dangerous conditions.

**Decision Date** 1/23/2001

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that based on the facts presented in this instant case, there is no violation of Article 16.

**Company Position**

When the grievant told the dispatcher he didn't have any sleep the dispatcher offered him additional time off. The grievant declined any additional time off and said he might as well go now. At no time did the grievant say that he was fatigued or say that he was not fit to drive and he was not forced to run.

**Union Position**

The Company needs to stop the practice of forcing fatigued drivers to work. The Union respectfully requests the Company comply with the contract and cease and desist with this practice.

**ERJAC Case Number** H-16-01

**Year Heard** 2002

**Committee** Safety & Health

**Local Union** 776 **and Company** ABF Freight System

**Grievant** Gregory Miracle

**Article** 16

**JAC Case Number**

**Regarding**

On behalf of Gregory Miracle, Union alleges violation of Article 16. Union claims safety issue regarding grab handles.

**Decision Date** 1/22/2002

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that based on the facts presented in this case, there is no violation of Article 16 and the claim of the Union is denied.

**Company Position**

There is no violation of the contract.

**Union Position**

No grab handles or rails on new Volvo tractors - unsafe.

**ERJAC Case Number** H-23-01

**Year Heard** 2002

**Committee** Safety & Health

**Local Union** 557 **and Company** New Penn Motor Express

**Grievant** Wayne Eaton

**Article** 16

**JAC Case Number**

**Regarding**

On behalf of Wayne Eaton, Union alleges violation of Article 16 (2) on going. Union claiming unsafe working condition's at foreign terminals.

**Decision Date** 4/23/2002

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that there is no violation of the contract therefore the claim of the Union is denied.

**Company Position**

There are times, due to the number of units arriving at the same time, there becomes a line of trucks waiting to get into our P&D NY and NJ terminal yards to be parked, dropped and re-hooked. Drivers can exit their units and go into the terminal, punch in and return to the unit until they get into the yard and parked or they can stay in their unit until it is pulled in the yard.

**Union Position**

Drivers required to perform unsafe and dangerous practices, walking in traffic and improper parking, leaving vehicles unattended, etc.

**ERJAC Case Number** H-03-95

**Year Heard** 1995

**Committee** Safety & Health

**Local Union** 429                      **and Company** New Penn Motor Express

**Grievant** All Affected

**Article** 16

**JAC Case Number**

**Regarding**

On behalf of 10 employees listed on grievance, Union alleges violation of Article 16, Section 7, smoking policy; Union wishes to keep drivers' room as designated smoking area.

**Decision Date** 1/23/1995

**Decision**

The Panel, in executive session, motion made, seconded and carried that based on the facts presented, the claim of the Union denied. There is no violation of Article 16.

**Company Position**

We are going to extend our non-smoking policy to the remaining terminals in our system.

**Union Position**

To keep the drivers' room as a designated smoking area.



**ERJAC Case Number** H-10-95

**Year Heard** 1995

**Committee** Safety & Health

**Local Union** 639 **and Company** ABF Freight System

**Grievant** Melvin Brummit,

**Article** 16

**JAC Case Number**

**Regarding**

On behalf of Melvin Brummit, Union alleges violation of Article 16(2), claiming grievant was victim of unprovoked attack by casual employee, therefore unsafe working conditions.

**Decision Date** 10/23/1995

**Decision**

The Panel, in executive session, motion made, seconded and carried that the claim of the Union is denied.

**Company Position**

The work site is safe.

**Union Position**

The grievant alleges the Company is not providing safe work conditions by its failure to remedy an unsafe working condition.

**ERJAC Case Number** H-05-95

**Year Heard** 1995

**Committee** Safety & Health

**Local Union** 375 **and Company** Yellow Transportation

**Grievant** Kenneth Garland

**Article** 16

**JAC Case Number**

**Regarding**

On behalf of Kenneth Garland, Union alleges violation of Article 16, Section 2, claiming grievant ordered to work trailer with hazardous material; requesting Company cease and desist and letter of apology.

**Decision Date** 4/25/1995

**Decision**

The Panel, in executive session, motion made, seconded and carried that the claim of the Union is denied since there is no violation of Article 16.

**Company Position**

The grievant never had a problem when he was off duty, only when he was scheduled to work. He was examined and released for duty the next day. No one else who handled the small paint spill became sick.

**Union Position**

Company did not follow company procedure and put grievant's life in danger by not doing so and he should receive forty (40) hours pay for time off when he became sick.

**ERJAC Case Number** H-017-99

**Year Heard** 2000

**Committee** Safety & Health

**Local Union** 677 **and Company** APA Transport Corp.

**Grievant** Mark Angeli

**Article** 16

**JAC Case Number**

**Regarding**

On behalf of Mark Angeli, Union alleges violation of Article 16(7) January 12 - April 13, 1999 (ongoing). Union claiming Company is forcing employees work without a rest break. 10/26/99 - The Panel, in Executive Session, motion made, seconded and carried that this case is referred back to the parties for resolution. Comm A holds jurisdiction. 4/19/2000 - The Panel, in Executive Session, could not reach agreement. This case is deadlocked to the Eastern Region Joint Area Review Committee.

**Decision Date** 9/5/2000

**Decision**

The Eastern Region Joint Area Review committee ruled that based upon a review of the transcript and documents, an employee working on the platform and his work for the day exceeds twelve hours, the employee may make a reasonable request for a break at the Employers discretion. This accommodation in no way is to be construed as a guaranteed coffee break. This applies to the Meriden, CT terminal only.

**Company Position**

The company has never had a practice of a twenty (20) minute break after twelve (12) hours worked. We have always adhered to Article 53 of the Supplemental Agreement.

**Union Position**

Company is forcing employees to work without a rest break causing safety and health concerns.

**ERJAC Case Number** H-11-00

**Year Heard** 2000

**Committee** Safety & Health

**Local Union** 249 **and Company** Yellow Freight System

**Grievant** Michael A. Ceoffe

**Article** 16

**JAC Case Number**

**Regarding**

On behalf of Michael A. Ceoffe, Union alleges violation of Article 16(1), but not limited to on October 1, 1999. Union claiming unsafe and unsanitary conditions. 1/26/2000 - The Panel, in Executive Session, motion made, seconded and carried that this case is referred to a Sub-Committee of Ron Miller and Rick Spradlin to investigate the bathroom facility in question and report back to Committee A in April 2000.

**Decision Date** 4/18/2000

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that based on the Sub-Committee report the Company is instructed to clean up the upper floor bathroom.

**Company Position**

It is the position of the Company that the Pittsburgh terminal yard is kept reasonably free of potholes, dust control is not a problem as the yard is primarily concrete, macadam and gravel and the restrooms are cleaned and sanitized on a regular basis.

**Union Position**

Yard conditions, potholes and dust control, restrooms, upper bathroom often smells of urine, and the lower bathroom stalls and toilets are not cleaned on a daily basis.

**ERJAC Case Number** H-011-99

**Year Heard** 2000

**Committee** Safety & Health

**Local Union** 592                      **and Company** Consolidated Freightways

**Grievant** Randall D. Gaither

**Article** 16

**JAC Case Number**

**Regarding**

On behalf of Randall D. Gaither, Union alleges a violation of Article 16(11) on November 4, 1998 and continuing. Union claiming the Richmond yard is full of pot holes and very dusty. 7/27/99 - The Panel, in Executive Session, motion made, seconded and carried a Sub-Committee of Gary Quinn and John Farrish is appointed to investigate the facts of this case and report back at the October 1999 meetings. Committee B holds jurisdiction.

**Decision Date** 4/18/2000

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that the report of the SubCommittee is adopted and the Company is instructed to comply therewith. The SubCommittee reported as follows: It is the position of the subcommittee that the potholes in the lower yard are unsafe and should be repaired as soon as possible. Dust conditions, mainly from crushed stone need to be monitored with the weather forecast and treated accordingly.

**Company Position**

Our yard at Richmond is not paved but does have a rock surface and it is maintained periodically by grading and the spreading of crusher runs of stone.

**Union Position**

The yard condition does not comply with Article 16, Section 11. The yard is very dusty and full of pot holes.

**Committee** Committee A - Reports Due

**Local Union** 443                      **and Company** USF/Red Star

**Grievant** Angelo L. Amato, Jr.

**Article** 16                                      **JAC Case Number**

**Regarding**

On behalf of Angelo L. Amato, Jr., Union alleges violation of Article 16 (7, 11) and all related articles which may apply. Union claims unsanitary sleeping conditions. NOTE: AMENDED ON 1/27/2004 at ERJAC - to remove "all related Articles". 1/27/2004 - ERJAC - The Panel, in Executive Session, motion made, seconded and carried the case is referred to a SubCommittee of Mergenhagen and Gibson.

**Decision Date** 4/27/2004

**Decision**

4/6/2004-The Subcommittee recommends the Days Inn Baltimore, MD does meet contractual standards for suitable lodging for drivers with a report as follows: On 4/6/04 Subcommittee of J. Gibson, Local Union 639 and R. Mergenhagen, DHL Express, made an inspection of the Days Inn 5701 Baltimore Nat'l Pike, Baltimore, MD 21228. We inspected several rooms on several floors. Rooms were clean and quiet. We questioned the Manager, Sangita Patel on pest control at the site. She informed us they had a contract with Terminex which includes an inspection by floor every fifteen (15) days. This was supported by paperwork. 4/27/2004-ERJAC-The Panel in Executive Session, motion made, seconded and carried the Panel reviewed

**Company Position**

There have been several unannounced visits to the hotel as well as a SubCommittee that reported to CPA JAGC that there are no contractual violation at the hotel in question.

**Union Position**

Violation of Article 16, NMFA. Company failed to satisfactorily address sleeping accommodations at the Days Inn in Baltimore, MD. Hotel is infested with rodents.

**ERJAC Case Number** H-4-09

**Year Heard** 2009

**Committee** Committee A - Reports Due

**Local Union** 776                      **and Company** YRC, Inc.

**Grievant** Jeffrey Rouse

**Article** 16

**JAC Case Number**

**Regarding**

On behalf of Jeffrey Rouse, Union alleges violation of Article 16 (11). Union claims yard conditions need repair. 7/22/2009 - ERJAC - The Panel, in Executive Session, motion made, seconded and carried the case is referred to a subcommittee of Bob Schaeffer for the employer and Bob Firmstone for the Union.

**Decision Date** 10/27/2009

**Decision**

Based on the report submitted by the subcommittee of Firmstone and Schaeffer Committee A ruled the following: The Panel in Executive Session motion made, seconded and carried the Committee accepts the report which states they find that it had recently been graded with no evidence of unsafe areas. They also advised management to keep the area in front of the garage a "No Parking Zone" to reduce any hinderance to backing trailers into garage areas. Therefore, the subcommittee finds no contract violations and recommends the claim of the Union be denied.

**Company Position**

N/A

**Union Position**

Yard conditions are in need of repair.

**ERJAC Case Number** H-5-07

**Year Heard** 2006

**Committee** Committee B - Reports Due

**Local Union** 391 **and Company** ABF Freight System

**Grievant** Roger Mattice

**Article** 16

**JAC Case Number**

**Regarding**

On behalf of Roger Mattice, Union alleges violation of Article 16 and all other appropriate articles on November 6, 2006. Union claims inadequate lighting in yard and numerous large potholes. 5/9/2007 - ERJAC - The Panel, in Executive Session, motion made, seconded and carried the case is referred to a subcommittee of Reggie Kinney and Skipper Barnett. Committee B retains jurisdiction.

**Decision Date** 4/22/2008

**Decision**

The Panel, in Executive Session, motion made, seconded and carried the claim of the Union is denied.

**Company Position**

N/A

**Union Position**

Inadequate lighting in yard and numerous large potholes. Problem ongoing since January 2006.



**ERJAC Case Number** H-3-06

**Year Heard** 2006

**Committee** Safety & Health

**Local Union** 992                      **and Company** Yellow Transportation

**Grievant** Donald Mongan

**Article** 16

**JAC Case Number**

**Regarding**

On behalf of Donald Mongan, Union alleges violation of Article 16 (7) and all applicable articles and rules. Union claims all employees, including road drivers, should have access to bathroom facilities on the weekends while working.

**Decision Date** 5/8/2007

**Decision**

The Panel, in Executive Session, motion made, seconded and carried, based on the facts in this case, there is no violation of the contract and the Company has advised, on the record, that a road driver at a dark terminal, if need be, can utilize a tractor to go to the nearest restroom facility.

**Company Position**

N/A

**Union Position**

All employees, including road drivers, should have access to bathroom facilities on the weekends while working.

**ERJAC Case Number** H-6-06

**Year Heard** 2006

**Committee** Safety & Health

**Local Union** 707 **and Company** ABF Freight System

**Grievant** All Affected Members

**Article** 16

**JAC Case Number**

**Regarding**

On behalf of all affected members, Union alleges violation of Article 16 (2) on March 28, 2006. Union seeks a cease and desist claiming employees assigned to work in a dangerous environment after a chemical spill on the dock.

**Decision Date** 7/19/2006

**Decision**

The Panel, in Executive Session, motion made, seconded and carried, based on the ????? and the Company's commitment to comply with Article 16, Section 2, the Company will not assign workers to work in a dangerous condition, per Article 16, Section 2.

**Company Position**

N/A

**Union Position**

Employees assigned to work in a dangerous environment after a chemical (toxic-corrosive) spill on dock. Union seeking a cease and desist from company assigning workers to work in a dangerous environment.

**ERJAC Case Number** H-15-08

**Year Heard** 2008

**Committee** Safety & Health

**Local Union** 771 **and Company** ABF Freight System

**Grievant** All Affected

**Article** 16

**JAC Case Number**

**Regarding**

On behalf of all affected, Union alleges violation of Article 16 (11) ongoing. Union claims terminal yard does not meet contractual requirements. 10/28/2008 - ERJAC - The Panel, in Executive Session, motion made, seconded and carried the case is referred to a subcommittee of Dan Schmidt and Keith LaCroix.

**Decision Date** 3/26/2009

**Decision**

Please be advised that the subcommittee of Dan Schmidt and Keith LaCroix have determined that based on their findings, the recommendation is the terminal yard, as inspected, meets contractual requirements, there is no violation and the claim of the Local Union should be denied.

**Company Position**

N/A

**Union Position**

The ABF terminal yard is in disrepair creating unsafe conditions.

**ERJAC Case Number** H-7-09

**Year Heard** 2009

**Committee** Safety & Health

**Local Union** 776 **and Company** YRC, Inc.

**Grievant** Dave Harrold

**Article** 16 **JAC Case Number**

**Regarding**

On behalf of Dave Harrold, Union alleges violation of Article 16. Union seeks for Company to fix unsafe work area.

**Decision Date** 1/27/2010

**Decision**

The Panel, in Executive Session, motion made, seconded and carried based on the facts presented, the claim of the Union is denied.

**Company Position**

N/A

**Union Position**

Fix unsafe work area.

**ERJAC Case Number** H-8-10

**Year Heard** 2010

**Committee** Safety & Health

**Local Union** 592                      **and Company** YRC, Inc.

**Grievant** Carl Rowe

**Article** 16                                      **JAC Case Number**

**Regarding**

On behalf of Carl Rowe, Union alleges violation of Article 16 (7). Union claims a hit has been put on his life and YRC is assisting the alleged perpetrators.

**Decision Date** 1/26/2011

**Decision**

The Panel, in Executive Session, motion made, seconded and carried the claim of the Union is denied in this instant case. However, the Company is instructed to provide any information to any investigating legal authority.

**Company Position**

N/A

**Union Position**

The grievant believes a hit has been put on his life and YRC is assisting the alleged perpetrators.

**ERJAC Case Number** H-9-10

**Year Heard** 2010

**Committee** Safety & Health

**Local Union** 776                      **and Company** ABF Freight System

**Grievant** Timothy Nicklis

**Article** 16

**JAC Case Number**

**Regarding**

On behalf of Timothy Nicklis, Union alleges violation of Article 16. Union seeks Company repair yard and fix potholes. 1/25/2011 - ERJAC - The Panel, in Executive Session, motion made, seconded and carried the case is referred to a subcommittee of Picarello and Cunningham.

**Decision Date**

**Decision**

per letter May 20, 2011 the subcommittee of W. Cunningham and N. Picarello reported the following:

Pursuant to the ERJAC decision in the above-referenced case, an inspection of ABF terminal located at 21 Engelhard Ave., Avenel, NJ 07001 was conducted on Friday, May 20, 2011. The inspection revealed the terminal yard is in need of repairs. There are large pot holes location in various sections of the yard as well as sink holes along the entire dock apron that coincide with the trailer landing gear when the trailers are parked against the dock.

**Company Position**

N/A

**Union Position**

Repair yard, fix potholes.

**ERJAC Case Number** H-5-11

**Year Heard** 2011

**Committee** Safety & Health

**Local Union** 592                      **and Company** YRC, Inc.

**Grievant** All Affected

**Article** 16

**JAC Case Number**

**Regarding**

On behalf of all affected, Union alleges violation of Article 16 ongoing. Union claims Company is not maintaining dock or break room in a safe, sanitary manner. 4/20/2011 - ERJAC - The Panel, in Executive Session, motion made, seconded and carried the case is referred to a subcommittee of Alexander and Nations.

**Decision Date** 7/19/2011

**Decision**

Per the report of the subcommittee, the claim of the Union is upheld. The Company is instructed to correct these items listed by the subcommittee.

**Company Position**

N/A

**Union Position**

Company is not maintaining dock or break room in a safe, sanitary manner.

**ERJAC Case Number** H-5-12

**Year Heard** 2012

**Committee** Safety & Health

**Local Union** 776 **and Company** YRC, Inc.

**Grievant** Joseph E. Smith, III

**Article** 16

**JAC Case Number**

**Regarding**

On behalf of Union alleges violation of Article 16. Union seeks apron be fixed and remove accident letter from file.

**Decision Date** 10/23/2012

**Decision**

The Panel, in Executive Session, motion made that the Company's Point of Order be Upheld. Motion deadlocked.

**Company Position**

N/A

**Union Position**

Fix apron and remove accident letter from file.



**ERJAC Case Number** H-03-10

**Year Heard** 2010

**Committee** Safety & Health

**Local Union** 375 **and Company** YRC, Inc.

**Grievant** James C. Schiffhauer for All Affected

**Article** 16, 32 **JAC Case Number**

**Regarding**

On behalf of James C. Schiffhauer for all affected, Union alleges violation of Articles 16 (2) and 32 ongoing. Union claims Company is allowing unqualified, unlicensed, non-members of bargaining unit to move equipment.

**Decision Date** 4/20/2010

**Decision**

The Panel, in Executive Session, motion made, seconded and carried based on the facts presented, there is no violation of Article 16 and Article 32. The claim of the Union is denied.

**Company Position**

N/A

**Union Position**

Company diverting work from qualified yard creating a dangerous workplace.

**ERJAC Case Number** H-10-02

**Year Heard** 2002

**Committee** Safety & Health

**Local Union** 404                      **and Company** Yellow Transportation

**Grievant** Jay Nomakeo

**Article** 16, 37

**JAC Case Number**

**Regarding**

On behalf of Jay Nomakeo, Union alleges violation of Articles 16 and 37 from August 29, 2001 ongoing to present. Union seeks Company cease harassment and discrimination and make a safe environment.

**Decision Date** 4/23/2002

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that there is no violation of the contract, therefore the claim of the Union is denied.

### **Company Position**

We have made significant progress in improving our safety procedures as a safety supervisor came in for two (2) days for training for all driver-qualified employees and a notice has been posted with specific instructions for trailer movements to the dock. The grievant is not being discriminated against, he has been made whole for any and all instances of seniority violation.

### **Union Position**

The Union seeks the Company comply with the contract and make a safe environment and cease harassment to member Jay Nomakeo. The grievant feels that he is being harassed, threatened and not being provided a safe environment to work in. He is also asking that his seniority be honored, that the company enforce safety rules and enforce them.

**ERJAC Case Number** H-2-11

**Year Heard** 2011

**Committee** Safety & Health

**Local Union** 701 **and Company** YRC, Inc.

**Grievant** Hermes O'Reilly

**Article** 16, 37

**JAC Case Number**

**Regarding**

On behalf of Hermes O'Reilly, Union alleges violation of Articles 16 and 37 on November 24, 2010. Union claims hostile work environment has been created by another employee.

**Decision Date** 4/19/2011

**Decision**

The Panel, in Executive Session, motion made, seconded and carried the claim of the Union is denied as there is no contract violation. The Company is instructed to maintain a hostile free workplace.

**Company Position**

N/A

**Union Position**

Union claims hostile work environment has been created by another employee.

**ERJAC Case Number** H-10-10

**Year Heard** 2010

**Committee** Safety & Health

**Local Union** 391 **and Company** Holland Motor Express

**Grievant** Mike Mitchell

**Article** 16, 40, 42

**JAC Case Number**

**Regarding**

On behalf of Mike Mitchell, Union alleges violation of Articles 16, 40, 42 and all other appropriate on February 19, 2010. Union claims improper lighting, pot holes, dock plates not working properly; Company has failed to maintain safe conditions. 4/20/2011 - ERJAC - The Panel, in Executive Session, motion made, seconded and carried the case is referred to a subcommittee of Barnett and Nations.

**Decision Date** 7/19/2011

**Decision**

Per the report of the subcommittee, the claim of the Union is denied.

**Company Position**

N/A

**Union Position**

Company has failed to maintain safe conditions.

**Committee** Safety & Health

**Local Union** 391                      **and Company** ABF Freight System

**Grievant** Perry Horning

**Article** 16, 48

**JAC Case Number**

**Regarding**

On behalf of Perry Horning, Union alleges violation of Articles 16, 48 and all other appropriate Articles of the NMFA ongoing. Union seeks grievant be made whole for all lost earnings and benefits relative to this grievance. Union claiming due to construction the road drivers are unable to get their proper rest, and bathrooms are filthy. 7/24/2001 - The Panel, in Executive Session, motion made, seconded and carried that this case is referred to a sub-committee of Ernie Soehl and Lamar Beinhower. Committee A holds jurisdiction.

**Decision Date** 1/22/2002

**Decision**

The Panel, in Executive Session, motion made, seconded and carried to approve the subcommittee report as follows. An inspection was performed by the assigned sub-committee on Saturday, January 12, 2002, at the ABF facility in Carlisle, PA. It is the recommendation of the assigned sub-committee that the facility, as of the date of inspection, was not in violation of the labor agreement. The sub-committee would recommend that the Company replace the damaged ceiling tile in Room 9. Although not part of this decision, the sub-committee would ask the Company to consider supplying the lounge with a larger screened television. All drivers interviewed stated that the “inner” room are considerably “hotter” than the “outer” rooms during the

**Company Position**

There is nothing wrong with this bunk, men just don’t like it. The facility is inspected nearly every other year and has always passed these inspections. In addition, the Company has added new heating and air conditioning systems, replaced and cleaned all ductwork for both and changed cleaning service company any time the work was not up to proper standards. It has passed a Township inspection and a State inspection within the last year.

**Union Position**

The above named employee contend the ABF Bunk room in Carlisle, PA due to new construction of the terminal has jockey horses continually circling the terminal within fifteen foot of the sleeping quarters therefore preventing a drivers from getting their proper rest which is required under the DOT Rules and Regulations. In addition ABF has recently changed cleaning services which allows the bathroom to become filthy and provide minimal or no room cleaning. we request this committee instruct ABF Freight System to

**ERJAC Case Number** H-3-00

**Year Heard** 2000

**Committee** Safety & Health

**Local Union** 404 **and Company** Consolidated Freightways

**Grievant** Tom Pancione

**Article** 16, 51

**JAC Case Number**

**Regarding**

On behalf of Tom Pancione, Union alleges violation of Articles 16 and 51 on November 4, 1999. Union seeks grievant be made whole \$750.00 for traffic citations.

**Decision Date** 7/25/2000

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that the claim of the Union is upheld.

**Company Position**

Based on admission by the grievant that he was issued the permit with the correct routing to Burlington, VT terminal, did not read it and came to the terminal using the route he had always traveled it is the company's position that the fine resulted from his own negligence and he should be held accountable for the fine.

**Union Position**

Violation of Articles 16 and 51. The Union seeks Member Tom Pancione be made whole for traffic citations, \$750.00. The company failed to properly inform the grievant of the route change to BLV.

**ERJAC Case Number** H-1-09

**Year Heard** 2008

**Committee** Safety & Health

**Local Union** 776                      **and Company** ABF Freight System

**Grievant** Bart D. Cezar

**Article** 16, 57

**JAC Case Number**

**Regarding**

On behalf of Bart D. Cezar, Union alleges violation of Articles 16 and 57. Union seeks grievant be made whole three (3) hours and twenty-five (25) minutes waiting for a non-smoking room. 7/22/2009 - ERJAC - The Panel, in Executive Session, could not reach agreement. The case is deadlocked.

**Decision Date** 9/17/2009

**Decision**

The Eastern Region Joint Area Review Committee based upon a review of the transcripts and evidence ruled based on the facts in this instant case, the claim of the Union is denied. However, the Employer is to advise the hotel in question that there will be a charge back should there not be non-smoking rooms available for a road man.

**Company Position**

N/A

**Union Position**

Grievant be made whole three (3) hours and twenty-five (25) minutes waiting for a non-smoking room.

**ERJAC Case Number** H-4-07

**Year Heard** 2007

**Committee** Safety & Health

**Local Union** 61 **and Company** ABF Freight System

**Grievant** Local 61 on behalf of Wayne Estes

**Article** 16, preamble **JAC Case Number**

**Regarding**

On behalf of Wayne Estes, Union alleges violation of Article 16, preamble, on August 12, 2006. Union seeks grievant be made whole four (4) hours at overtime claiming casual mechanic signing off on safety related write ups. 1/23/2007 - ERJAC - The Panel, in Executive Session, could not reach agreement. The case is deadlocked.

**Decision Date** 3/21/2007

**Decision**

The Eastern Region Joint Area Review Committee based upon a review of the transcripts and evidence ruled there is no violation of Article 16. The claim of the Union is denied.

**Company Position**

A casual mechanic found the brake problem and fixed it. No driver vehicle inspection report was filed. Company maintains that this is, therefore, not a safety related write up.

**Union Position**

A casual mechanic repaired the brakes of unit 45974 and signed off this safety related write up.



**ERJAC Case Number** R-71-01

**Year Heard** 2002

**Committee** Committee B

**Local Union** 771 **and Company** Yellow Transportation

**Grievant** Donald W. Kissinger

**Article** 18

**JAC Case Number**

**Regarding**

On behalf of Donald W. Kissinger, Union alleges violation of Article 18 on June 9, 2001. Union seeks super combination bids be returned to regular combination bids.

**Decision Date** 4/23/2002

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that based on the facts presented in this instant case, the claim of the Union is denied.

**Company Position**

That they have an understanding with the local union concerning the super combo bids.

**Union Position**

Super combo bid should be returned to regular combination bids.

**ERJAC Case Number** R-057-99

**Year Heard** 1999

**Committee** Committee B

**Local Union** 557                      **and Company** USF Red Star Express

**Grievant** William Farrell

**Article** 21

**JAC Case Number**

**Regarding**

On behalf of William Farrell, Union alleges violation of Article 21 on March 15, 1999. Union claiming grievant is being discriminated against because he is a Union Steward.

**Decision Date** 10/26/1999

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that based on the facts and evidence presented in this case, there is no violation of Article 21, the claim of the Union is denied.

**Company Position**

The grievant has no factual evidence or grounds to claim the company has discriminated against him or any other employee.

**Union Position**

Union steward is being singled out and discriminated against by the company.

**ERJAC Case Number** C-22-03

**Year Heard** 2003

**Committee** Committee B

**Local Union** 773                      **and Company** Roadway Express

**Grievant** Charles Shafer

**Article** 21

**JAC Case Number**

**Regarding**

On behalf of Charles Shafer, Union alleges violation of Article 21 on July 12, 2002. Union seeks grievant be made whole all losses regular hours and overtime hours claiming he was not allowed to bid job opening with his seniority upon returning to Roadway. 1/28/03 - The Panel, in executive session could not reach an agreement. The case is deadlocked on the Company's point of order.

**Decision Date** 5/22/2003

**Decision**

The Eastern Region Joint Area Review Committee based upon a review of the transcripts and evidence ruled that the Company's Point of Order is upheld. Article 21 is not applicable.

**Company Position**

Cannot pick your bid with your seniority, when job opens up.

**Union Position**

Member should be able to use his seniority and fill the bid that a junior man is holding.

**ERJAC Case Number** C-27-08

**Year Heard** 2007

**Committee** Committee B

**Local Union** 764 **and Company** Yellow Transportation

**Grievant** Richard C. Bingaman

**Article** 21, 44

**JAC Case Number**

**Regarding**

On behalf of Richard C. Bingaman, Union alleges violation of Articles 21, 44 and any other articles that apply on November 8, 2007. Union seeks harassment of grievant stop for his Union activity and on-the-job injury.

**Decision Date** 10/29/2008

**Decision**

The Panel, in Executive Session, motion made, seconded and carried the Company's point of order is upheld. The case is improper before this Committee.

**Company Position**

N/A

**Union Position**

Union requests Company stop harassment of grievant for his Union activity and on-the-job injury.

**ERJAC Case Number** C-058-99

**Year Heard** 1999

**Committee** Committee B

**Local Union** 71                      **and Company** Consolidated Freightways

**Grievant** John A. Ford

**Article** 21, 58

**JAC Case Number**

**Regarding**

On behalf of John A. Ford, Union alleges violation of Articles 21 and 58 on January 4, 1999. Union claiming grievant was on leave of absence and upon return to work the Company refuses to pay the \$750.00 bonus. 4/26/99 - The Panel, in Executive Session, motion made that the claim of the Union be denied. Motion deadlocked. [N-9-99-E3] 7/29/99 - The Eastern Region Joint Area Review Committee ruled that based on a review of the transcripts and documents, this case is referred to the TMI/TNFINC National Grievance Committee.

**Decision Date** 9/29/1999

**Decision**

The NGC, on September 29, 1999, adopted a motion that the intent of the \$750.00 Bonus cutoff of December 31, 1998, applied to all people returning from leave of absence, including those returning under Article 21, therefore the claim of the Union is denied.

**Company Position**

The grievant did not qualify for the bonus.

**Union Position**

The grievant was on leave of absence and upon return to work the Company refuses to pay the \$750.00 bonus.

**ERJAC Case Number** C-133-00

**Year Heard** 2001

**Committee** Committee B

**Local Union** 28                      **and Company** Yellow Transportation

**Grievant** Michael T. Ayers

**Article** 23                                      **JAC Case Number**

**Regarding**

On behalf of Michael T. Ayers, Union alleges violation of Article 23 on January 24, 2000. Union seeks grievant be made whole \$9,329.76 for delay in payment of 62 days.

**Decision Date** 1/22/2001

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that based on the facts presented in this instant case the claim of the union is upheld for eight hours per day for the dates, inclusive February 8 through March 27, 2000.

**Company Position**

The vacation check was received by the grievant on March 28, 2000 according to the Region pre-hearing form, this date is not disputed by the company. A few days after receiving his vacation check the grievant and Local 28 filed the grievance before you today asking for eight (8) hours pay for each of sixty-two (62) days at the rate of \$18.81 per hour for a total of \$9,329.76.

**Union Position**

It is the position of the Local Union that the company should have cut check on 1/25/00 to pay Brother Ayers all moneys owed him. Yellow Freight failed to do this. The check was cut on 3/9/00, postmarked 3/27/00 and received on 3/28/00. Request to be paid 8 hours pay times 62 days per the contract.

**ERJAC Case Number** C-208-95

**Year Heard** 1996

**Committee** Committee B

**Local Union** 776                      **and Company** ABF Freight System

**Grievant** All Affected Employees,

**Article** 23, 24, 49, 50

**JAC Case Number** 08-95-009; 08-95

**Regarding**

On behalf of all affected employees, Union alleges violation of Articles 49, 50 and Article 23, 24 (Office/Mechanics), claiming Company failed to make health, welfare, pension contributions for vacation weeks for Carlisle, PA terminal employees. 10/23/95 - The Panel, in executive session, motion made, seconded and carried that this case is referred to a Sub-Committee of Pete Hassler, Vince Dagen, Joe Mecca and Ron Kistler. This Committee holds jurisdiction.

**Decision Date** 7/22/1996

**Decision**

The Arbitrator ruled: The vacation pay was earned in and attaches to a period of work and, therefore, fetches the contribution to the Pension and Health & Welfare Funds. This is the determinative point, overriding the fact that the payment was made two (2) weeks after the employees went on layoff and, therefore, overriding the statement that "The Employer is not required to make any contributions to the Pension Fund for employees on layoff."

**Company Position**

Employees in question had opportunity to accept work at another domicile during a change of operations. Those not accepting would be placed into layoff status. The contract states that no contributions are required for employees on layoff.

**Union Position**

Employees taking vacation earned in 1994 should receive contributions in full for health and welfare and pension.

**ERJAC Case Number** C-7-11

**Year Heard** 2010

**Committee** Committee A

**Local Union** 375 **and Company** Nason's Delivery

**Grievant** Local 375 Members

**Article** 23, 38

**JAC Case Number**

**Regarding**

On behalf of members, Union alleges violation of Articles 23, 38 and all other applicable articles on September 27, 2010 . Union seeks eight (8) hours pay for every day delayed for every member claiming information requested and sick days owed.

**Decision Date** 1/25/2011

**Decision**

The Panel, in Executive Session, motion made, seconded and carried as a result the Employer was not present and offered no testimony, the claim of the Union is upheld.

**Company Position**

N/A

**Union Position**

Company closed doors on 9/24/10. Still owe sick days and information requested.



**ERJAC Case Number** C-6-11

**Year Heard** 2010

**Committee** Committee A

**Local Union** 264 **and Company** Nason's Delivery

**Grievant** On Behalf of Members

**Article** 23, 38

**JAC Case Number**

**Regarding**

On behalf of members, Union alleges violation of Articles 23, 38 on September 30, 2010. Union claims they have not received requested payroll information from Company as of this date.

**Decision Date** 1/25/2011

**Decision**

The Panel, in Executive Session, motion made, seconded and carried as a result the Employer was not present and offered no testimony, the claim of the Union is upheld.

**Company Position**

N/A

**Union Position**

Union has not received requested payroll information from Company as of this date.

**ERJAC Case Number** R-083-97

**Year Heard** 1997

**Committee** Committee B

**Local Union** 992                      **and Company** Roadway Express

**Grievant** Affected Road Drivers

**Article** 26                                      **JAC Case Number**

**Regarding**

Union alleges violation of Article 26 and all other pertinent Articles on an ongoing basis, Union claiming Company should enforce the requirement which requires road drivers to sign-in and sign-out.

**Decision Date** 4/22/1997

**Decision**

The panel, in executive session, motion made, seconded and carried that the claim of the Union is denied.

**Company Position**

We provide a sign-in and sign-out log which contains space for recording all that is required by the contract and we have posted by the drivers' room door entrance a notice reminding drivers to sign in and out.

**Union Position**

Company is in violation of the contract for failure to require drivers to sign-in and sign-out as provided in Article 26. In view of the fact this is now a requirement, the Company has the responsibility to enforce this provision.

**ERJAC Case Number** R-068-99

**Year Heard** 1999

**Committee** Committee B

**Local Union** 776                      **and Company** Consolidated Freightways

**Grievant** Arnold Enslin

**Article** 26                                      **JAC Case Number**

**Regarding**

On behalf of Arnold Enslin, Union alleges violation of Article 26(1). Union claiming Company changed pay sheet practice requiring drivers to complete on non-paid time.

**Decision Date** 7/27/1999

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that the claim of the Union is denied.

### **Company Position**

The grievant alleges the company is in violation since he must fill out his own pay sheet, he claims he is doing dispatcher work. On March 31, 1996, we instituted new time cards and time card procedures which was discussed with the employees and Local Union, then notices were posted advising of the new procedures to follow.

### **Union Position**

The company changed the pay sheet practice requiring drivers to complete on non-paid time.

**ERJAC Case Number** R-011-95

**Year Heard** 1995

**Committee** Committee A

**Local Union** 449                      **and Company** Preston Trucking Co.

**Grievant** Michael Culliton

**Article** 26

**JAC Case Number**

**Regarding**

On behalf of Michael Culliton, Union alleges violation of Article 26; case not heard, referred to ERJAC.

**Decision Date** 4/25/1995

**Decision**

The Panel, in executive session, motion made, seconded and carried that the claim of the Union is denied.

**Company Position**

The company is in compliance with Article 26, Section 1 of the NMFA in that we provide and maintain sign-in and sign-out sheets for the road operation.

**Union Position**

Violation of Article 26.

**ERJAC Case Number** C-110-98

**Year Heard** 1998

**Committee** Committee A

**Local Union** 404                      **and Company** Consolidated Freightways

**Grievant** Roger Sugrue

**Article** 29

**JAC Case Number**

**Regarding**

On behalf of Roger Sugrue, Union alleges violation of Article 29 on May 20-21, 1998, Union requests grievant be made whole for lost work opportunity and/or runaround time.

**Decision Date** 10/27/1998

**Decision**

The panel, in executive session, motion made, seconded and carried that the claim of the Union is denied.

### **Company Position**

The grievant went on voluntary layoff on November 22, 1995, when he did not transfer to follow his work under MR-CO-28-8/95. He elected to stay in Springfield on layoff and therefore, has no claim to this work.

### **Union Position**

The grievant was on layoff status at the time the grievance occurred. He is a road qualified driver and is subject to call as work develops. He was not called for work on the days in question and the employer railed freight.

**ERJAC Case Number** R-001-98

**Year Heard** 1998

**Committee** Committee B

**Local Union** 776 **and Company** Consolidated Freightways

**Grievant** H. White, W. Husfelt

**Article** 29 **JAC Case Number**

**Regarding**

On behalf of H. White and W. Husfelt, Union alleges violation of Article 29 on October 31, 1997, Union requests each grievant be made whole for difference in trip.

**Decision Date** 4/20/1998

**Decision**

The panel, in executive session, motion made, seconded and carried that the claim of the Union is denied.

**Company Position**

Runaround compensation shall start from the time the trailer leaves the yard, the trailer left the yard at 2137/31, when the driver board was exhausted. White and Husfelt had been dispatched thirty (30) minutes prior to the rail trailer and they have no claim.

**Union Position**

Company is in violation of Article 29 and the claim is that each driver receive the difference in the trip.

**ERJAC Case Number** R-021-98

**Year Heard** 1998

**Committee** Committee B

**Local Union** 776                      **and Company** Consolidated Freightways

**Grievant** Robert Bowser, Jr.

**Article** 29

**JAC Case Number**

**Regarding**

On behalf of Robert Bowser, Jr., Union alleges violation of Article 29 run-around, Union requests grievant be made whole for all monies due. 4/20/98 - The panel, in executive session, motion made, seconded and carried that the case is referred to the National Grievance Committee.

**Decision Date** 8/19/1998

**Decision**

The National Grievance Committee, On August 19, 1998, adopted a motion that based on a review of the transcript and evidence in this instant case, there is no violation of Article 29, and therefore, the claim of the Union is denied.

**Company Position**

When the rail trailer left the yard for the piggyback ramp, the driver board was exhausted. Bowser and his partner were not rested.

**Union Position**

The grievant was told that there probably was not a turn available. From 18:44 to 19:44 there would have been free time. The team was sent home when the company knew there was a load.

**ERJAC Case Number** R-022-98

**Year Heard** 1998

**Committee** Committee A

**Local Union** 776                      **and Company** Consolidated Freightways

**Grievant** John Jungren

**Article** 29

**JAC Case Number**

**Regarding**

On behalf of John Jungren, Union alleges violation of Article 29 run-around on January 16, 1998, Union requests grievant be made whole for all lost earnings. 7/27/98 - The panel, in executive session, motion made, seconded and carried that this case is placed on Committee Hold.

**Decision Date** 10/26/1998

**Decision**

The panel, in executive session, motion made, seconded and carried that the claim of the Union is denied.

### **Company Position**

The team arrived at Carlisle at 0925 from Nashville, TN and requested a turn. They were advised they could since the drive board was exhausted. They then exercised their option to take three (3) hours off, which is allowed in the work rules. They returned to the terminal and were dispatched to Nashville at 1321/16.

### **Union Position**

The team called dispatch at 0500 to turn in the yard when they arrived in Carlisle. The team went home for three (3) hours and when they returned back to the terminal at 0930 they were dispatched to Nashville, TN. When checking the sign in/sign out sheet, there was a trailer dispatched at 0955 to the Baltimore rail yard for Miami, FL. The team is owed the difference between the Nashville trip and the Miami trip.



**ERJAC Case Number** R-027-98

**Year Heard** 1998

**Committee** Committee B

**Local Union** 776                      **and Company** Roadway Express

**Grievant** K. LaCroix, R. Palmer

**Article** 29

**JAC Case Number**

**Regarding**

On behalf of K. LaCroix & R. Palmer, Union alleges violation of Article 29 on March 18 & 25, 1998, Union requests grievant be made whole for all lost work opportunity.

**Decision Date** 4/21/1998

**Decision**

The panel, in executive session, motion made, seconded and carried that based on the facts presented, the claim of the Union is denied.

**Company Position**

The customer, Ames Department stores, has demanded to have their freight destined for Leesport, PA distribution facility terminated at our Harrisburg, PA breakbulk facility; have it stripped and loaded by our employees onto their trailers and have their own freight moved by their own equipment to their distribution facility.

**Union Position**

Company had trailers pulled out of the yard using a non-union carrier

**ERJAC Case Number** R-040-98

**Year Heard** 1998

**Committee** Committee A

**Local Union** 25 **and Company** Consolidated Freightways

**Grievant** Tom Hennigan

**Article** 29 **JAC Case Number**

**Regarding**

On behalf of Tom Hennigan, Union alleges violation of Article 29(1) on May 5, 1998, Union requests grievant be made whole for 1.79 hours runaround pay.

**Decision Date** 10/26/1998

**Decision**

The panel, in executive session, motion made, seconded and carried that the claim of the Union is denied.

**Company Position**

The grievant was not runaround or effected by the fact that this load was railed out of Springfield, MA; he was protected in his bid day since a foreign driver moved freight in a Boston primary lane.

**Union Position**

The grievant was home rested and qualified when a foreign driver was dispatched to rail yard.

**ERJAC Case Number** R-079-98

**Year Heard** 1998

**Committee** Committee B

**Local Union** 776                      **and Company** Consolidated Freightways

**Grievant** Sleeper Teams

**Article** 29

**JAC Case Number**

**Regarding**

On behalf of Sleeper Teams, Union alleges violation of Article 29(2) Maintenance of Records, Union requests Company provide all required information and comply with Maintenance of Records language.

**Decision Date** 10/28/1998

**Decision**

The panel, in executive session, motion made, seconded and carried that the claim of the Union be denied.

**Company Position**

That is exactly what we do. We report in writing on a monthly basis to the Local Union at the rail origin point. If we rail at a point where there are no drivers domiciled we report to the Local Union at the first relay point affected.

**Union Position**

Company to provide all required information and comply with Maintenance of Records language.

**ERJAC Case Number** R-014-99

**Year Heard** 1999

**Committee** Committee B

**Local Union** 776 **and Company** Consolidated Freightways

**Grievant** McElfresh and DeCarli

**Article** 29

**JAC Case Number**

**Regarding**

On behalf of McElfresh and DeCarli Union alleges a violation of Article 29 on October 30 and 31, 1998. Union seeks grievants be made whole for rail runaround.

**Decision Date** 1/27/1999

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that based on the facts in this case and the National Decision supplied by the Company, the claim of the Union is denied.

**Company Position**

There is no violation because when the rail trailers left the yard the driver board was exhausted. The grievants were already on call and were not available when the trailer left the yard.

**Union Position**

Drivers were available for work when loads were put on the rail.

**ERJAC Case Number** R-19-05

**Year Heard** 2005

**Committee** Committee B

**Local Union** 28                      **and Company** Roadway Express

**Grievant** James Rickert

**Article** 29                                      **JAC Case Number**

**Regarding**

On behalf of James Rickert, Union alleges violation of Article 29 (1) on January 20, 2005. Union seeks grievant be made whole 2.8 hours claiming grievant was off rest to run this load. 4/27/05 - ERJAC - The Panel, in Executive Session, could not reach agreement. The case is deadlocked.

**Decision Date** 6/15/2005

**Decision**

The Eastern Region Joint Area Review Committee based upon a review of the transcripts and evidence ruled that there is no claim at this time.

**Company Position**

Company does not agree that a rested Greenville, SC road driver, while at Harrisburg, has any claim to this rail freight.

**Union Position**

On 1/20/05, S. Morrison at 135 (a 135 domicile driver) took 835160 223028, a 135 load going to 411 to X63 rail yard. 411 freight from 135 to 411 is 29.1 according to MRC 4-97. Brother Rickert was off rest to run this load. Morrison left at 11.7. Brother Rickert was available 9.4 for 11.4. Requesting 2.8 hours.

**ERJAC Case Number** R-22-10

**Year Heard** 2010

**Committee** Committee B

**Local Union** 355 **and Company** YRC, Inc.

**Grievant** Ralph Fritz

**Article** 29

**JAC Case Number**

**Regarding**

On behalf of Ralph Fritz, Union alleges violation of Article 29 on December 2009 and ongoing. Union seeks a cease and desist of practice and recall of laid off road drivers claiming Company is constituting a runaround for each load of freight put on the rail at the Baltimore Rail Yard; this freight is not overflow.

**Decision Date** 10/26/2010

**Decision**

The Panel, in Executive Session, motion made, seconded and carried the claim of the Union is denied.

**Company Position**

N/A

**Union Position**

Company is constituting a runaround for each load of freight put on the rail at the Baltimore Rail Yard; this freight is not overflow.

**ERJAC Case Number** C-245-97

**Year Heard** 1998

**Committee** Committee B

**Local Union** 776                      **and Company** Roadway Express

**Grievant** Haven Mundy

**Article** 29 (MECH)

**JAC Case Number** 01-97-009

**Regarding**

On behalf of Haven Mundy, Union alleges violation of Article 29(1) of the Office/Mechanics Agreement, Union claiming 2nd Class Mechanics are performing Tire Shop work and therefore should add additional bids to tire classification.

**Decision Date** 2/24/1998

**Decision**

The Panel, in executive session, motion made, seconded and carried that based on the facts presented, the claim of the Union is denied.

**Company Position**

Article 29 language stating that any job worked thirty (30) days shall be posted for bid solely applies to non-bid employees. The shop is already bid 100%. The Company reserves the right to direct its work force.

**Union Position**

Company is failing to use 2nd class mechanics in their job classification. They are being used in the tire shop and as a result the Company should add four (4) additional bids to tire classification as per Article 29, Section 1 of the Mechanics Agreement.

**Committee** Committee B

**Local Union** 107                      **and Company** Consolidated Freightways

**Grievant** Ken Asroff

**Article** 29, 42

**JAC Case Number**

**Regarding**

On behalf of Ken Asroff, Union alleges violation of Articles 29 and 42 on September 12 and 17, 1998. Union seeking cease and desist of the abuse of Rail Runs. 7/27/99 - The Panel, in Executive Session could not reach agreement. The case is deadlocked to the ERJARC. 8/31/99 - The Committee ruled that this case is referred to the NGC. 9/29/99 The NGC adopted amotion to refer this case to a Subcommittee to investigate the facts of this case and submit a recommendation to the NGC at its next meeting. The Committee holds jurisdiction. 12/7/99 - The NGC on 12/7/99, adopted a motion that this case be held pending a report from the Sub-Committee.

**Decision Date** 3/22/2000

**Decision**

The NGC (Case No. N-9-99-E6) on March 22, 2000, adopted the recommendation of the SubCommittee that based on the facts in this instant case, the claim of the Union is denied.

**Company Position**

Rail loads out of Philadelphia are run to the railhead by Philadelphia based road drivers as well as system road drivers. On the day in question, Asroff, an extra board road driver, was dispatched to the railhead in Harrisburg, PA and on subsequent dispatches, exceeding the eight (8) hour guarantee.

**Union Position**

Company is continually violating Article 29, Section 1 of the contract. Union requests a cease and desist of the abuse of the rail runs. Article 29 specifically states “overflow freight” and the activities being performed are not with overflow freight.



**ERJAC Case Number** C-37-06

**Year Heard** 2006

**Committee** Committee A

**Local Union** 707                      **and Company** ABF Freight System

**Grievant** John O'Keefe

**Article** 3                                      **JAC Case Number**

**Regarding**

On behalf of John O'Keefe, Union alleges violation of Article 3 (2) on May 24, 2006 and ongoing. Union seeks grievant be given the first opportunity for work as a casual claiming Company refuses to offer. 7/19/2006 - ERJAC - The Panel, in Executive Session, could not reach agreement. The case is deadlocked.

**Decision Date** 9/12/2006

**Decision**

The Eastern Region Joint Area Review Committee based upon a review of the transcripts and evidence ruled, based on the facts, there is no violation of Article .; The claim of the Union is denied.

**Company Position**

N/A

**Union Position**

Grievant is a laid off employee of an employer who went out of business; he performed the same type of work that ABF performs. Union seeks he be given the first opportunity for work as a casual claiming Company refuses to offer.

**ERJAC Case Number** C-57-08

**Year Heard** 2008

**Committee** Committee A

**Local Union** 110                      **and Company** New Penn Motor Express

**Grievant** Jon Ansman

**Article** 3                                      **JAC Case Number**

**Regarding**

On behalf of Jon Ansman, Union alleges violation of Article 3 (2) on May 29, 2008 and ongoing . Union seeks grievant be made whole claiming the Company is not paying the 90% rate; the grievant is CDL qualified. 10/28/2008 - ERJAC - The Panel, in Executive Session, could not reach agreement. The case is deadlocked.

**Decision Date** 1/20/2009

**Decision**

The Eastern Region Joint Area Review Committee based upon a review of the transcripts and evidence ruled the claim of the Union is upheld.

**Company Position**

N/A

**Union Position**

The Company is not paying the 90% rate; the grievant is CDL qualified.

**ERJAC Case Number** C-54-08

**Year Heard** 2008

**Committee** Committee A

**Local Union** 397                      **and Company** Yellow Transportation

**Grievant** David Bowers

**Article** 3                                      **JAC Case Number**

**Regarding**

On behalf of David Bowers, Union alleges violation of Article 3 (2[7]b) on July 3, 2008. Union seeks grievant be made whole as he is not being paid the 90% new hire rate as per the contract. 10/28/2008 - ERJAC - The Panel, in Executive Session, could not reach agreement. The case is deadlocked.

**Decision Date** 1/20/2009

**Decision**

The Eastern Region Joint Area Review Committee based upon a review of the transcripts and evidence ruled the case is deadlocked.

**Company Position**

The language does not apply in this situation.

**Union Position**

Grievant has performed CDL required driving work for more that two (2) years as a casual and was added to the seniority list on 7/3/2008 but he is not being paid the 90% new hire rate as per the contract

**ERJAC Case Number** C-18-09

**Year Heard** 2009

**Committee** Committee A

**Local Union** 707 **and Company** ABF Freight System

**Grievant** Kevin Morris

**Article** 3

**JAC Case Number**

**Regarding**

On behalf of Kevin Morris, Union alleges violation of Article 3 (2) on June 2, 2008. Union claims grievant is being denied work opportunity because the Company states he is not qualified.

**Decision Date** 7/21/2009

**Decision**

The Panel, in Executive Session, motion made, seconded and carried the Company's point of order is upheld. The case is improper before the Committee.

**Company Position**

N/A

**Union Position**

Grievant is CDL qualified and has all necessary endorsements.

**ERJAC Case Number** C-02-10

**Year Heard** 2010

**Committee** Committee A

**Local Union** 707                      **and Company** ABF Freight System

**Grievant** Kevin Morris

**Article** 3

**JAC Case Number**

**Regarding**

On behalf of Kevin Morris, Union alleges violation of Article 3 (2) on March 30, 2009. Union claims Company denied grievant work opportunity claiming he is not qualified.

**Decision Date** 7/20/2010

**Decision**

The Panel, in Executive Session, motion made, seconded and carried the Company's point of order is upheld. The case is improper before the Committee.

**Company Position**

N/A

**Union Position**

Company denied CDL qualified employee to become ABF qualified.

**ERJAC Case Number** C-3-11

**Year Heard** 2010

**Committee** Committee A

**Local Union** 110                      **and Company** ABF Freight System

**Grievant** John McCulley

**Article** 3

**JAC Case Number**

**Regarding**

On behalf of John McCulley, Union alleges violation of Article 3 (2 [a], [3]) on September 27 to November 16, 2010. Union seeks grievant be made whole approximately \$100 claiming he is being paid incorrect rate.

**Decision Date** 1/25/2011

**Decision**

The Panel, in Executive Session, motion made, seconded and carried the claim of the Union is upheld.

**Company Position**

N/A

**Union Position**

Company is paying grievant at incorrect rate.

**ERJAC Case Number** R-09-10

**Year Heard** 2010

**Committee** Committee B

**Local Union** 776                      **and Company** ABF Freight System

**Grievant** All Affected

**Article** 3, 33, 37, 42, 58

**JAC Case Number**

**Regarding**

On behalf of all affected, Union alleges violation of Articles 3, 33, 37, 42 and 58. Union seeks all affected employees be compensated all losses. 4/20/2010 - ERJAC - The Panel, in Executive Session, could not reach agreement. The case is deadlocked.

**Decision Date** 5/17/2010

**Decision**

The Eastern Region Joint Area Review Committee based upon a review of the transcripts and evidence ruled they could not reach agreement. The case is deadlocked.

**Company Position**

N/A

**Union Position**

For Company to compensate all affected employees all losses.

**ERJAC Case Number** C-5-11

**Year Heard** 2010

**Committee** Committee A

**Local Union** 707                      **and Company** ABF Freight System

**Grievant** Scott Ortmuller

**Article** 3, 52

**JAC Case Number** 2091

**Regarding**

On behalf of Scott Ortmuller, Union alleges violation of Articles 3 (7) and 52 (1) on June 11, 2010. Union seeks two (2) hours straight time claiming ten (10) hour bid employee was paid only eight (8) hours for Memorial Day holiday. NOTE: □Articles 3 (7)□ was withdrawn at the hearing. 8/4/2010 - NJNY JAC - The Panel, in Executive Session, motion made, seconded and carried the case is referred to the Negotiating Committee. 10/7/2010 - NJNY Neg Comm. - The New Jersey - New York Negotiating Committee could not reach agreement. The case is deadlocked.

**Decision Date** 1/25/2011

**Decision**

The Panel, in Executive Session, motion made, seconded and carried the claim of the Union is denied.

**Company Position**

The grievant was on vacation and is not entitled to his bid day for vacation.

**Union Position**

The grievant is a ten (10) hour bid man who was not paid ten (10) hours for Memorial Day.



**ERJAC Case Number** C-68-08

**Year Heard** 2008

**Committee** Committee B

**Local Union** 391 **and Company** Yellow Transportation, Inc.

**Grievant** Todd Wheeland

**Article** 3, 58, 61

**JAC Case Number** 241C08

**Regarding**

On behalf of Todd Wheeland, Union alleges violation of Articles 3, 58, 61 and all other appropriate articles. NOTE: Article 3 withdrawn at Carolina Bi-State hearing, claiming \$19.08 or the difference for all hours worked when on the dock and not driving. 9/16/2008 - Carolina Bi-State - The Panel, in Executive Session could not reach agreement. The case is deadlocked. 10/28/2008 - ERJAC - The Panel, in Executive Session, could not reach agreement. The case is deadlocked.

**Decision Date** 1/20/2009

**Decision**

The Eastern Region Joint Area Review Committee based upon a review of the transcripts and evidence ruled the claim of the Union is upheld.

**Company Position**

The grievant worked on the dock and is not due driving wages.

**Union Position**

The grievant was hired with a CDL and should be paid the CDL rate of pay for casuals.

**ERJAC Case Number** C-175-00

**Year Heard** 2001

**Committee** Committee B

**Local Union** 992                      **and Company** Howard Delivery Service, Inc.

**Grievant** George W. Woods, Et Al

**Article** 31                                      **JAC Case Number** 7C00

**Regarding**

On behalf of George Woods, Et Al, Union alleges violation of Article 31(4) on September 20, 1999. Union seeks grievant be made whole.

**Decision Date** 4/24/2001

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that the clam of the Union is upheld.

### **Company Position**

After serving a two week layoff, the maintenance employee in question was properly allowed to bid to the driver classification as provided by the Agreement.

### **Union Position**

Employees in the driver classification were bumped by another employee who had worked in the fueler/utility classification when that employee was improperly allowed to bid to the driver classification. Maintenance employees may not bid into another classification unless there is a vacancy or newly created position.

**Committee** Subcontracting

**Local Union** 707                      **and Company** ABF Freight System

**Grievant** Montanino, Musteric, Landy, Chiocchi,

**Article** 32                                      **JAC Case Number**

**Regarding**

On behalf of Nick Montanio, Pat Musteric, Bill Landy, Tony Chiocchi, Pete Bello, Kevin Morris and Mike Leone, Union alleges violation of Article 32 on November 12, 2002 and ongoing. Union seeks grievants be compensated for lost overtime claiming ABF sent full strippers to the subcontractor without having bargaining unit member work overtime. 1/28/03 - The Panel, in Executive Session, could not reach agreement. The case is deadlocked.

**Decision Date** 5/22/2003

**Decision**

The Eastern Region Joint Area Review Committee based upon a review of the transcripts and evidence ruled that the claim of the Union is upheld for up to two (2) hours overtime for eligible employees who worked less than ten (10) hours. In addition, the Company and Local Union are instructed to develop a procedure for overtime work.

**Company Position**

Everyone worked the day in question, the grievants all worked overtime on this very same day and they could have worked the Saturday before and the Saturday after.

**Union Position**

ABF Deer Park is giving full trailer loads of freight to subcontractors. Article 32 is clear, no dock work will be farmed out. Local 707's position is to have ABF comply with Article 32 and not farm out dock work. The above mentioned employees be compensated for lost overtime.

**Committee** Subcontracting

**Local Union** 707 **and Company** ABF Freight System

**Grievant** N. Montanino, R. Sinagra, D.

**Article** 32 **JAC Case Number**

**Regarding**

On behalf of Nick Montanino, Robert Sinagra and Dave Mastandrea, Union alleges violation of Article 32 on November 29, 2002. Union claims subcontractors were delivering freight on 11/29/02 on the Thanksgiving Holidays while seniority employees were not offered work.

**Decision Date** 1/28/2003

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that based on the facts presented in this case, the claim of the Union is upheld.

### **Company Position**

The Company openly agrees that a violation of Article 32 occurred when our cartage agent in Long Island, NY delivered freight on a contractual holiday, when all of our employees were off. The dispute before this committee deals specifically with the remedy for this violation and not if a violation occurred.

### **Union Position**

On 11/29/02, the Thanksgiving holiday, the subcontractor was delivering ABF freight while the ABF seniority list employees were not put to work. Local 707's position is that ABF violated Article 32 by denying work opportunity to their own employees.

**ERJAC Case Number** SC-17-96

**Year Heard** 1996

**Committee** Subcontracting

**Local Union** 449 **and Company** Consolidated Freightways

**Grievant** Ed Lazarus, Ken Gutowski

**Article** 32

**JAC Case Number**

**Regarding**

On behalf of Ed Lazarus and Ken Gutowski, Union alleges violation of Article 32 (3), (4A) and Par. 1 continuously from November, 1995.

**Decision Date** 4/22/1996

**Decision**

The panel, in executive session, motion made, seconded and carried that based on the facts presented there is no violation of Article 32.

**Company Position**

This issue was heard via case number C-381-95 and claim of the Union was denied.

**Union Position**

Company should discontinue using non-union drivers over route that has been established by union drivers.

**ERJAC Case Number** SC-14-97

**Year Heard** 1997

**Committee** Subcontracting

**Local Union** 71 **and Company** ABF Freight System

**Grievant** Bill Self

**Article** 32 **JAC Case Number**

**Regarding**

On behalf of Bill Self, Union alleges violation of Article 32, Union requests cease and desist practice of Company allowing interline carriers to load and unload their trailers

**Decision Date** 4/22/1997

**Decision**

The panel, in executive session, motion made, seconded and carried that the claim of the Union is denied.

### **Company Position**

In interpretation concerning this issue was made by the Carolina Bi-State Negotiating Committee on March 13-14, 1990 which reads as follows: It was agreed by the parties that interline drivers would only be permitted to load or unload freight immediately adjacent to their unit. They would be permitted to use tow motor; however, they could not go into another trailer or another area of the warehouse and perform any work. Any violation of this would result in a claim for the seniority laid off man.

### **Union Position**

Company is allowing interlining carriers to unload and load their trailers. This is a violation of the contract. We ask the company cease and desist this practice.

**ERJAC Case Number** SC-19-97

**Year Heard** 1997

**Committee** Subcontracting

**Local Union** 170 **and Company** Airborne Express

**Grievant** Robert Perron

**Article** 32

**JAC Case Number**

**Regarding**

On behalf of Robert Perron, Union alleges violation of Article 32(3) on February 20, 1997, Union requests to review records of subcontractor.

**Decision Date** 4/22/1997

**Decision**

The panel, in executive session, motion made, seconded and carried that the claim of the Union is denied.

**Company Position**

First, there no person performing “subcontract work” the therefore no “records which must bee provided. That is because the work in question was not “previously performed by the bargaining unit”.

**Union Position**

The Union requested to review records of the subcontractor (Patriot) and the company will not provide them.

**ERJAC Case Number** SC-29-97

**Year Heard** 1997

**Committee** Subcontracting

**Local Union** 317 **and Company** New Penn Motor Express

**Grievant** All Affected Drivers

**Article** 32

**JAC Case Number**

**Regarding**

On behalf of all affected drivers, Union alleges violation of Article 32(1&3) on an ongoing basis, Union claiming Company is subcontracting work to a non-union carrier within the Local's jurisdiction.

**Decision Date** 4/22/1997

**Decision**

The panel, in executive session, motion made, seconded and carried that based on the facts presented the claim of the Union is denied. There is no violation of Article 32.

**Company Position**

There is a long standing practice of using the cartage agent to deliver the small lots, which is not economically feasible to handle in these specific deliveries.

**Union Position**

The company consistently subcontract work with a non-union carrier within the jurisdiction of the Local Union.



**ERJAC Case Number** SC-31-97

**Year Heard** 1997

**Committee** Subcontracting

**Local Union** 71 **and Company** ABF Freight System

**Grievant** All Affected Employees

**Article** 32

**JAC Case Number**

**Regarding**

On behalf of all affected employees, Union alleges violation of Article 32(1) on February 1, 1997, Union claiming Company has subcontracted out all of the Florence terminal's work resulting in all employees being laid off.

**Decision Date** 4/22/1997

**Decision**

The panel, in executive session, motion made, seconded and carried that based on the facts in this case two (2) employees will be allowed to transfer from Florence, SC to Charlotte, NC and dovetail in accordance with Article 8. The monetary claim is upheld for six (6) weeks pay less monies earned for the employees who transfer.

**Company Position**

The Florence terminal was closed because it was non-productive and in fact a losing terminal and we are trying to get rid of this freight in the base manner possible.

**Union Position**

ABF closed the Florence, SC terminal; laid off all active employees failed to have Change of Operations prior to closing terminal and is now subcontracting the freight pickup to Frederickson Motor Lines to be loaded onto ABF trailers. Requesting all lost wages and benefits for all affected laid off employees.

**Committee** Subcontracting

**Local Union** 29                      **and Company** Consolidated Freightways

**Grievant** Joseph Meek

**Article** 32                                      **JAC Case Number**

**Regarding**

On behalf of Joseph Meek, Union alleges violation of Article 32(3) beginning approximately August 15, 1996, Union claims Company is farming out work the Waynesboro terminal has performed for at least two years, Union requests all affected employees be made whole for lost work opportunity. 10/22/96 - ERJAC - The panel, in executive session, motion made, seconded and carried that this case is referred to the NGC to determine AntiTrust ramifications of briefs presented. 5/14/97 - NGC - Be advised the adopted a motion that based on a review of the transcript, this case is remanded to the ERJAC to be heard on its merits.

**Decision Date** 7/22/1997

**Decision**

The panel, in executive session, motion made, seconded and carried that based on the fact of evidence presented that there was no lost earning opportunity, the claim of the Union is denied.

**Company Position**

It is the customer's new policies in effect, i.e., picking up their own freight at the Waynesboro terminal and the freight is not being subcontracted out. It is also imperative to know that these conditions are non-negotiable, without them we do not do business with Best Buy.

**Union Position**

The Company has violated Article 32 by farming out work which Waynesboro domicile has enjoyed for an excess of two (2) years. This work has been lost either through subcontracting or by negotiating with the customer for customer pickup. Company has failed to present any evidence to the Local Union that would prove otherwise.

**ERJAC Case Number** SC-38-97

**Year Heard** 1997

**Committee** Subcontracting

**Local Union** 171 **and Company** ABF Freight System

**Grievant** All Affected Employees

**Article** 32

**JAC Case Number**

**Regarding**

On behalf of all affected employees, Union alleges violation of Article 32 on May 4, 1997, Union requests return of work given to CMX, and that affected employees be made whole for lost work opportunity.

**Decision Date** 7/22/1997

**Decision**

The panel, in executive session, motion made, seconded and carried that based on the facts in this case there is no violation of Article 32.

**Company Position**

Covington, VA is outside the twenty-five (25) mile radius of our Roanoke terminal and under the Virginia contract this point can be served by a city driver, road driver or as the Company deems necessary.

**Union Position**

Union claims ABF stopped servicing Covington, VA on their north peddle run on 5/4/97. This work was given to a non-union company called CMX. Asking the return of the work given to CMX, to the Roanoke, VA terminal and monetary loss to the affected employees.

**ERJAC Case Number** SC-43-97

**Year Heard** 1997

**Committee** Subcontracting

**Local Union** 617 **and Company** A.P.A. Transport Corp.

**Grievant** Ron Johnson, John Watson, et al,

**Article** 32 **JAC Case Number**

**Regarding**

On behalf of Ron Johnson, John Watson, et al, Union alleges violation of Article 32(1) on or about June 15, 1997, Union claiming Company is diverting international work to non-union division.

**Decision Date** 10/28/1997

**Decision**

HEARD AS ONE CASE WITH SC-42-97: The panel, in executive session, motion made, seconded and carried that based on the facts and evidence in this case, there is no violation of the contract. Therefore, the claim of the Union is denied.

**Company Position**

APA Transport Corp. claims that APA International is not a subsidiary of APA Transport Corp. and that they only do some work for them.

**Union Position**

APA International Corp. moved its operation out of APA Transport Corp. terminal located in North Bergen, NJ to Elizabeth, NJ which is less than fifteen (15) miles away. Employees at North Bergen have handled this freight since the formation of this company This is a division of APA Transport Corp. and there should have been a change of operations filed.

**ERJAC Case Number** SC-45-97

**Year Heard** 1997

**Committee** Subcontracting

**Local Union** 71 **and Company** Consolidated Freightways

**Grievant** All Affected Employees

**Article** 32

**JAC Case Number**

**Regarding**

On behalf of all affected employees, Union alleges violation of Article 32 and NGC #N-2-96-E2, eleven complaints from 9/4/96 through 8/11/97, Union requests senior hostler on duty be made whole for thirty (30) minutes pay at the overtime rate for each violation.

**Decision Date** 10/28/1997

**Decision**

The panel, in executive session, motion made, seconded and carried that based on the facts presented in this case, the monetary claim is denied and the Company is instructed to establish a specific staging area.

**Company Position**

We are not aware of any carriers dropping and/or hooking their own trailers and no one has brought it to our attention when it was supposed to have happened.

**Union Position**

Company continues to allow third (3rd) party carriers to perform work relative to drops and hooks on the Charlotte yard. We are claiming thirty (30) minutes to pay at the overtime rate for each violation to the senior hostling employee on duty at that time (eleven [11] complaints).

**ERJAC Case Number** SC-49-97

**Year Heard** 1997

**Committee** Subcontracting

**Local Union** 430 **and Company** Preston Trucking Co.

**Grievant** Michael Konon

**Article** 32

**JAC Case Number**

**Regarding**

On behalf of Michael Konon, Union alleges violation of Article 32(1 & 3) during August, 1997, Union claiming Company is subcontracting work out.

**Decision Date** 10/29/1997

**Decision**

The panel, in executive session, motion made, seconded and carried that based on the facts and evidence presented, in this instant case, there is no violation of Article 32, therefore, the claim of the Union is denied.

**Company Position**

Work is over and above normal bids. Company does not have drivers to cover additional work.

**Union Position**

Company is subcontracting extra driving work out and not offering work to York drivers.

**ERJAC Case Number** SC-58-97

**Year Heard** 1997

**Committee** Subcontracting

**Local Union** 597 **and Company** Consolidated Freightways

**Grievant** William Kelly

**Article** 32

**JAC Case Number**

**Regarding**

On behalf of William Kelly, Union alleges violation of Article 32(3) on September 11, 1997, Union requests grievant be made whole for eight (8) hours wages and benefits.

**Decision Date** 10/28/1997

**Decision**

The panel, in executive session, motion made, seconded and carried that based on the facts presented, the claim of the Union is denied.

**Company Position**

The grievant works as a casual and has no seniority claim. All regular employees were working and the contract states: "The employer may subcontract work when all of his/her regular employees are working...".

**Union Position**

The company subcontracted work out to an interline carrier that is normally performed by our Union members in Williston. The grievant had been told there was no work for that day.

**ERJAC Case Number** SC-03-98

**Year Heard** 1998

**Committee** Subcontracting

**Local Union** 249 **and Company** Airborne Express

**Grievant** Mark C. Woods

**Article** 32

**JAC Case Number**

**Regarding**

On behalf of Mark C. Woods, Union alleges violation of, but not limited to, Article 32(4B) on an ongoing basis, Union claiming Company is using subcontractors even though there is sufficient business to justify using bargaining unit employees.

**Decision Date** 2/23/1998

**Decision**

The Panel, in executive session, motion made, seconded and carried that based on the facts presented, the Company is not in violation of Article 32. However, the Company is instructed to comply with the letter written by Bill Boe to Chuck Mack dated 12/6/91.

**Company Position**

There has not been any diversion of work and the freight into and out of the areas in question has been handled by independent contractors since Airborne began operations in Pittsburgh and has never been performed by bargaining unit employees.

**Union Position**

Airborne is using subcontractors in areas even though there is sufficient business to justify using its own bargaining unit employees.



**ERJAC Case Number** SC-19-98

**Year Heard** 1998

**Committee** Subcontracting

**Local Union** 404 **and Company** Roadway Express

**Grievant** All Affected Employees

**Article** 32

**JAC Case Number**

**Regarding**

On behalf of all affected employees, Union alleges violation of Articles 32 on 3/10 & 13/98, Union requests all affected employees be made whole for all lost work opportunity and the Company be instructed to comply with the contract. 4/22/98 - The panel, in executive session, motion made and seconded that the claim of the Union be upheld. Motion deadlocked to the National Grievance Committee.

**Decision Date** 8/19/1998

**Decision**

The National Grievance Committee, on August 19, 1998, adopted a motion that based on a review of the transcript and evidence in this case, there is no violation of Article 32 of the NMFA, and therefore, the claim of the Union is denied.

**Company Position**

All employees were working at the time the freight was interlined.

**Union Position**

The company is subcontracting work to a non-union carrier while layoff is in effect.

**ERJAC Case Number** SC-24-98

**Year Heard** 1998

**Committee** Subcontracting

**Local Union** 170 **and Company** Roadway Express

**Grievant** Ken Bergen, et al,

**Article** 32

**JAC Case Number**

**Regarding**

On behalf of Ken Bergen, et al, Union alleges violation of Article 32 on 5/26, 5/27, 5/29, 6/1, 6/3, 6/4, 6/5, 6/8, 6/9 and 6/9-12/98, Union requests affected grievant be made whole for all lost work opportunity, additionally, Union requests cease and desist of this operation.

**Decision Date** 7/29/1998

**Decision**

The panel, in executive session, motion made, seconded and carried that based on the facts presented there is no violation of the contract and the claim of the Union is denied.

**Company Position**

The Company contends that there is no violation and in fact, on the days in question, the company exhausted the seniority list and used additional casuals for available work.

**Union Position**

Union asks that the company cease and desist from transferring freight that has been picked up in various locations throughout the country for distribution out of its Shrewsbury, MA terminal and restore back the normal functions that have traditionally and historically been a condition and practice of Local 170's jurisdictional area.

**ERJAC Case Number** SC-28-96

**Year Heard** 1997

**Committee** Subcontracting

**Local Union** 375                      **and Company** USF Red Star Express

**Grievant** Henry Seege

**Article** 32

**JAC Case Number**

**Regarding**

On behalf of Henry Seege, Union Steward, Union alleges violation of Article 32(1) diverting work to a nonunion company, Union requests eight (8) hours wages plus benefits for each day the violation occurs. 1/29/97 - ERJAC - The Panel, in executive session, motion made and seconded that based on the facts presented, the claim of the Union is denied. Motion deadlocked to NGC. 5/14/97 - The NGC adopted a motion made based on this instant case, the Company is instructed to give the delivery and/or pickup work in question to/from the USF/Red Star terminal and the US/Canada to local cartage drivers. Monetary claims upheld. Motion deadlocked.

**Decision Date** 11/24/1997

**Decision**

(NGC #N-5-97-E13-NAP) The work which had been performed by Local 375 drivers shuttling freight back and forth between the Overland terminal in Buffalo and the Red Star terminal in Buffalo - no longer exists. Thus, the Union cannot complain that that work has been transferred or diverted in violation of Article 32. To be sure, the Company could do as the Union requests - assign Local 375 drivers, not to city shuttle work, but to transport fully-loaded trailers to the Canadian border for a meet and turn interchange. Doing so, however, would require the Company to transform line haul work to shuttle work, and to build inefficiency into its operation. Article 32 does not require that the Company take such action. The Union's claim is

**Company Position**

The work that is in question does not exist between Overland and Red Star Buffalo, NY terminals.

**Union Position**

Company is diverting work to a nonunion company.

**ERJAC Case Number** SC-32-98

**Year Heard** 1998

**Committee** Subcontracting

**Local Union** 331 **and Company** Airborne Express

**Grievant** All Affected Employees

**Article** 32

**JAC Case Number**

**Regarding**

On behalf of All Affected Employees, Union alleges violation of Article 32(1, 2 & 3) on an ongoing basis, Union claiming Company is subcontracting work previously performed by Local 331 employees, Union requests three (3) hours a day for each violation.

**Decision Date** 10/28/1998

**Decision**

The panel, in executive session, motion made, seconded and carried that based on the fact presented, the claim of the Union is denied.

**Company Position**

Airborne Express is not in the linehaul business and this grievance is going after linehaul work.

**Union Position**

The company contends they have no control over this freight while for the past three (3) years, they did.

**ERJAC Case Number** SC-33-98

**Year Heard** 1998

**Committee** Subcontracting

**Local Union** 597 **and Company** ABF Freight System

**Grievant** Mason Whitcomb

**Article** 32

**JAC Case Number**

**Regarding**

On behalf of Mason Whitcomb, Union alleges violation of Article 32(3) on August 15, 1998, Union requests grievant be made whole for six (6) hours dock work.

**Decision Date** 10/28/1998

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that there is no violation of Article 32; therefore, the claim of the Union is denied.

**Company Position**

Since the dock work was not performed on ABF's dock, than there is no violation. Also, the grievant worked the day in question and there was no lost work opportunity.

**Union Position**

An interline carrier made pickups for ABF Freight and returned that freight to their dock. The night dock workers then loaded the freight onto ABF's trailers, to ride for linehaul.

**ERJAC Case Number** SC-03-99

**Year Heard** 1999

**Committee** Subcontracting

**Local Union** 294                      **and Company** ABF Freight System

**Grievant** Daniel Eames

**Article** 32

**JAC Case Number**

**Regarding**

On behalf of Daniel Eames, Union alleges violation of Article 32 on October 23, 1998, Union claiming Company gave away freight with eight (8) men on layoff.

**Decision Date** 1/27/1999

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that based on the facts and evidence in this instant case, the claim of the Union is denied.

**Company Position**

On the day in question, the laid off active and inactive list was called for work this day. We did interline overflow freight on 10/23/98 due to our lack of manpower. This is not an every day occurrence and we serviced our customers in the best way we could.

**Union Position**

The company gave away local delivery freight with eight (8) men on layoff.

**ERJAC Case Number** SC-07-99

**Year Heard** 1999

**Committee** Subcontracting

**Local Union** 992                      **and Company** Roadway Express

**Grievant** Donald Meyers

**Article** 32

**JAC Case Number**

**Regarding**

On behalf of Donald Meyers, Union alleges violation of Article 32 on September 23, 1998. Union claiming non-union carriers moving freight.

**Decision Date** 1/27/1999

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that based on the facts and evidence presented in this instant case and the fact that the change in movement of freight was at the request of the customer, there is no violation of Article 32. Therefore, the claim of the Union is denied.

**Company Position**

The company did not violate the current NMFA and did not divert freight to a non-union carrier as alleged, the company acted upon a customer's, Family Dollar's, request and requirement as a condition of doing business.

**Union Position**

Non-Union carriers moving freight between Hagerstown, MD terminal and Family Dollar warehouse in Front Royal, VA.

**ERJAC Case Number** SC-021-99

**Year Heard** 1999

**Committee** Subcontracting

**Local Union** 25                      **and Company** ABF Freight System

**Grievant** Chris Fowler

**Article** 32                                      **JAC Case Number**

**Regarding**

On behalf of Chris Fowler, Union alleges a violation of Article 32 on February 3, 1999. Union seeks grievant be made whole eight (8) hours pay for ABF giving 14 shipments to a non-union carrier while a layoff was in effect.

**Decision Date** 7/27/1999

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that based on the facts in this instant case, the claim of the Union is denied.

**Company Position**

The freight that was interlined on the day in question required special equipment and due to a maintenance problem we had no other alternative to servicing our customers.

**Union Position**

ABF gave fourteen (14) shipments to a non-union carrier while a layoff was in effect.



**ERJAC Case Number** SC-027-99

**Year Heard** 1999

**Committee** Subcontracting

**Local Union** 822 **and Company** Yellow Transportation

**Grievant** Stanley Wilson

**Article** 32

**JAC Case Number**

**Regarding**

On behalf of Stanley Wilson, Union alleges violation of Article 32 (3) and all applicable on July 22, 1999. Union seeking cease and desist of Company subcontracting freight.

**Decision Date** 10/26/1999

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that based on the facts presented, there is no violation on July 22, 1999; therefore, the claim of the Union is denied.

**Company Position**

The freight in question was moved based on the demands of the customer to Edenton, NC which is outside the twenty-five (25) mile radius and everyone worked on the day in question.

**Union Position**

Request Company cease and desist giving away a drivers work to a subcontractor.

**Committee** Subcontracting

**Local Union** 639                      **and Company** Yellow Transportation

**Grievant** Edward Conroy

**Article** 32

**JAC Case Number**

**Regarding**

On behalf of Edward Conroy, Union alleges violation of Article 32 (1,3) on April 3, 2000. Union seeks grievant be made whole for Max Trucking employees working out of Yellow's terminal. 7/25/2000 - The Panel, in Executive Session, motion made, seconded and carried that this case is referred back to the parties. This Committee holds jurisdiction. 1/23/2001 - The Panel, in Executive Session, motion made, seconded and carried that since the parties having reported that they were unable to resolve the case, this case is deadlocked to the Eastern Region Joint Area Review Committee. 3/15/01 - ERJARC - Deadlocked this case to the NGC.

**Decision Date** 4/11/2001

**Decision**

The National Grievance Committee on April 11, 2001 adopted a motion that based on the review of the transcript in this instant case, the claim of the Union is denied.

**Company Position**

No carrier is currently able to hire enough driver-qualified employees in this area of the country. When the company utilizes a cartage company, that cartage sends drivers and tractors to the terminal, they are given manifests and bills for the freight they are to deliver.

**Union Position**

Max Trucking, subcontractor, employees are working out of Yellow's terminal operating with Yellow's bills of lading and manifest is a violation of Article 32.

**ERJAC Case Number** SC-31-01

**Year Heard** 2001

**Committee** Subcontracting

**Local Union** 391 **and Company** ABF Freight System

**Grievant** John Flood

**Article** 32

**JAC Case Number**

**Regarding**

On behalf of John Flood, Union alleges violation of Article 32 on June 18 and 21, 2001. Union seeks grievant be made whole for company interlining freight.

**Decision Date** 10/23/2001

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that based on the facts presented in this instant case, the claim of the union is upheld for eight hours pay plus health, welfare and pension.

**Company Position**

The deliveries in question on the two (2) days the grievant was on layoff, required lift gate service and the lift gate truck at the terminal does not work. The steward verified this at the September 5, 2001 meeting. The shipments were all delivered by ABF drivers to the "Package Store", a company that specializes in lift gate, inside deliveries and setup deliveries.

**Union Position**

The company continues to interline freight in violation of article 32 of the NMFA. The local union is requesting the company be instructed to cease and desist with this practice and compensate John Flood accordingly.

**ERJAC Case Number** SC-17-01

**Year Heard** 2001

**Committee** Subcontracting

**Local Union** 992                      **and Company** Yellow Transportation

**Grievant** Donald Mongan

**Article** 32

**JAC Case Number**

**Regarding**

On behalf of Donald Mongan, Union alleges violation of Article 32 and all appropriate Articles on February 19, 2001. Union seeks grievant be made whole all lost pay, overtime opportunities, benefits and seniority rights for National Tuck Lines doing bargaining work.

**Decision Date** 4/24/2001

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that based on the company's testimony on how this operational procedure will work in the future, the claim of the Union is denied. However, anyone who lost work on February 19, 2001, as a result of this operation shall be paid eight (8) hours straight time pay plus health, welfare and pension.

**Company Position**

We need to comply with our customer's instructions, Staples, or we do not do business with them. If denied this business, Teamster jobs will surely be lost.

**Union Position**

For Yellow Freight to stop the Staples / National arrangement immediately and that all work be restored to Local 992 drivers; that all members be made whole in every way, including lost pay, overtime opportunities, benefits and seniority rights.

**ERJAC Case Number** SC-18-88

**Year Heard** 1988

**Committee** Subcontracting

**Local Union** 251 **and Company** P.I.E. Nationwide

**Grievant** Affected Members

**Article** 32

**JAC Case Number** 88-118

**Regarding**

Violation of Article 32 Sub-Contracting and improper interlining of freight of the NMFA & NESFA. Union seeks compensation for all lost wages and benefits to affected members and a cease and desist order.

**Decision Date** 6/6/1988

**Decision**

Carried that there us no violation of Article 32, therefore, the claim of the Union is denied.

**Company Position**

No violation of Article 32.

**Union Position**

Union claims subcontracting of freight via improper interlining.

**ERJAC Case Number** SC-23-92

**Year Heard** 1992

**Committee** Subcontracting

**Local Union** 294                      **and Company** A.B.F. Freight System

**Grievant** All Drivers

**Article** 32

**JAC Case Number**

**Regarding**

On behalf of all drivers, Union alleges violation of Article 32, claiming loads out of Albany, NY terminal are being moved by non-union Canadian drivers.

**Decision Date** 7/27/1992

**Decision**

The panel, in executive session, motion made and seconded that the claim of the Union is denied.

**Company Position**

No violation of Article 32.

**Union Position**

Company is allowing loads out of Albany, NY terminal to be moved by non-union Canadian drivers.

**ERJAC Case Number** SC-18-91

**Year Heard** 1991

**Committee** Subcontracting

**Local Union** 25 **and Company** St. Johnsbury Trucking Co.

**Grievant** All Affected Employees

**Article** 32

**JAC Case Number** 91-708

**Regarding**

On behalf of all affected employees, Union alleges violation of Article 32, Section 1, claiming Company allows customer employees to load, unload trailers.

**Decision Date** 10/22/1991

**Decision**

The panel, in executive session, motion made, seconded and carried that there is no violation of Article 32 and in accordance with Articles 59 and 61 of the NESFA, the claim of the Union is denied.

**Company Position**

No violation of Article 32.

**Union Position**

Company is allowing customer employees to load, unload trailers.

**ERJAC Case Number** SC-54-93

**Year Heard** 1993

**Committee** Subcontracting

**Local Union** 633 **and Company** Roadway Express

**Grievant** All Affected Employees

**Article** 32

**JAC Case Number** 7722N

**Regarding**

On behalf of all effected employees, Union alleges violation of Article 32, claiming Company interlining direct points on 4/6/93; requesting all lost earnings.

**Decision Date** 12/14/1993

**Decision**

The Panel, in executive session, motion made, seconded and carried that based on the facts in this particular case, there is no violation of Article 32.

**Company Position**

The sub-station was manned by one (1) employee who was out on injury and he had not yet returned to work.

**Union Position**

The Company should deliver the freight directly with their employees as in the past and not interline it.



**ERJAC Case Number** SC-51-93

**Year Heard** 1993

**Committee** Subcontracting

**Local Union** 633 **and Company** Consolidated Freightways

**Grievant** All Affected Employees

**Article** 32

**JAC Case Number** 7696N

**Regarding**

On behalf of all effected employees, Union alleges violation of Article 32, claiming Company interlining direct points on 4/6/93; requesting all lost earnings.

**Decision Date** 12/14/1993

**Decision**

The Panel, in executive session, motion made, seconded and carried that based on the facts in this particular case, there is no violation of Article 32.

**Company Position**

To quote the language, “The employer may subcontract work when all of his regular employees are working”. On date in question all regular employees and preferential casuals were working.

**Union Position**

The Company should deliver direct points with their employees and not interline these points.

**ERJAC Case Number** SC-52-93

**Year Heard** 1993

**Committee** Subcontracting

**Local Union** 633 **and Company** Consolidated Freightways

**Grievant** All Affected Employees

**Article** 32

**JAC Case Number** 7693N

**Regarding**

On behalf of all effected employees, Union alleges violation of Article 32, claiming Company interlining direct points on 4/6/93; requesting all lost earnings.

**Decision Date** 12/14/1993

**Decision**

The Panel, in executive session, motion made, seconded and carried that based on the facts in this particular case, there is no violation of Article 32.

**Company Position**

To quote the language, “The employer may subcontract work when all of his regular employees are working”. On date in question all regular employees and preferential casuals were working.

**Union Position**

The Company should deliver direct points with their employees and not interline these points.

**ERJAC Case Number** C-118-93

**Year Heard** 1993

**Committee** Committee A

**Local Union** 633                      **and Company** Preston Trucking Co.

**Grievant** All Affected

**Article** 32

**JAC Case Number** 7687N

**Regarding**

Union alleges Company not using their own employees and hiring another Company to pick up freight.

**Decision Date** 10/26/1993

**Decision**

The panel, in executive session, motion made, seconded and carried that based on the facts presented, the claim of the Union is denied.

**Company Position**

No violation of the contract.

**Union Position**

Company should utilize their own employees instead of having another Company pickup their freight.

**ERJAC Case Number** SC-41-93

**Year Heard** 1993

**Committee** Subcontracting

**Local Union** 251 **and Company** Marty's Express

**Grievant** Affected Employees

**Article** 32

**JAC Case Number**

**Regarding**

Union alleges violation of Article 32, Company is operating terminal in Cranston, RI, subcontracting work to evade agreement; asking Company to cease and desist practice.

**Decision Date** 7/27/1993

**Decision**

The panel, in executive session, motion made, seconded and carried that based on the facts that this case is filed under Article 32, the claim of the Union is denied.

**Company Position**

No violation of Article 32.

**Union Position**

Company is operating terminal in Cranston, RI, subcontracting work to evade agreement; asking Company to cease and desist practice

**ERJAC Case Number** SC-53-93

**Year Heard** 1993

**Committee** Subcontracting

**Local Union** 633 **and Company** Preston Trucking Co.

**Grievant** All Affected Employees

**Article** 32

**JAC Case Number** 7682N

**Regarding**

On behalf of all effected employees, Union alleges violation of Article 32, claiming Company interlining direct points on 4/6/93; requesting all lost earnings.

**Decision Date** 12/14/1993

**Decision**

The Panel, in executive session, motion made, seconded and carried that the claim of the Union be upheld for 2/17 and 2/24/93.

**Company Position**

It became apparent that the run could not be made productive and by that time financial constraints had impacted both the Company and the terminal and a decision was made to curtail the run.

**Union Position**

The Company should deliver freight directly instead of interlining it.

**ERJAC Case Number** SC-20-91

**Year Heard** 1992

**Committee** Subcontracting

**Local Union** 170 **and Company** Consolidated Freightways

**Grievant**

**Article** 32

**JAC Case Number**

**Regarding**

Union alleges violation of Article 32 and seeks Company to cease and desist this practice.

**Decision Date** 1/20/1992

**Decision**

The panel, in executive session, motion made seconded and carried that the claim of the Union be denied. There is no violation of Article 32 and the claim of the Union is denied in accordance with NESFA.

**Company Position**

This is not a subcontracting case. We received notice from Toys R Us informing us that effective May 15, 1991, they would be unloading their own inbound trailers and that this program was already in effect for another of our major competitors.

**Union Position**

On May 13, 1991, CF put into effect a new tariff. The insertion of this tariff into the everyday operation of his company is a gross breakdown of the conditions of the National Master Freight Agreement and Supplements.

**ERJAC Case Number** SC-19-93

**Year Heard** 1993

**Committee** Subcontracting

**Local Union** 294                      **and Company** Vallerie Transportation

**Grievant** David McComb

**Article** 32

**JAC Case Number**

**Regarding**

On behalf of David McComb, Union alleges violation of Article 32, claiming Company using a non-union owner-operator.

**Decision Date** 4/26/1993

**Decision**

The panel, in executive session, motion made, seconded and carried that based on the facts presented, the claim of the Union is denied.

**Company Position**

The Company used a non-union carrier on the day in question due to the lack of units available, that were out of service.

**Union Position**

On February 18, 1993, Vallerie Transportation delivered the Albany, NY area with a non-union owner-operator. The name on the tractor was Canadian American Trucking Co.

**ERJAC Case Number** C-64-93

**Year Heard** 1993

**Committee** Committee A

**Local Union** 707                      **and Company** Carolina Freight Carriers

**Grievant** Steve Mahoney

**Article** 32

**JAC Case Number**

**Regarding**

On behalf of Steve Mahoney, Union alleges violation of Case MS-3-92; clarify bonus hours and how they are to be paid.

**Decision Date** 7/27/1993

**Decision**

The panel, in executive session, motion made, seconded and carried that based on the facts presented, the Union's position on past practice is upheld inasmuch as the Company did not seek relief in Case MS-3-92 on this particular issue.

**Company Position**

No violation of Case MS-3-92.

**Union Position**

Union asks for clarification on bonus hours and how they are to be paid.



**ERJAC Case Number** SC-01-92

**Year Heard** 1992

**Committee** Subcontracting

**Local Union** 340 **and Company** Consolidated Freightways

**Grievant** All Affected Employees

**Article** 32

**JAC Case Number**

**Regarding**

On behalf of all affected employees, Union alleges violation of Article 32, Section 3, Company is giving freight to non-union carrier, Coles Express.

**Decision Date** 1/20/1992

**Decision**

The Panel, in executive session, motion made, seconded and carried that based on the facts presented, the claim of the Union is denied.

**Company Position**

The area being interlined is approximately one-hundred fifteen (115) miles north of our Bangor terminal; therefore, our position is that interlining of freight whether he is party to the NMFA or not does not represent a violation of the agreement in this instance.

**Union Position**

The Union claims violation of Article 32, Section 3. Company is giving freight to non-union carrier, Coles Express); requesting company to reestablish run or transfer freight to a carrier that pays no less than the economic terms and conditions of the current agreement.

**ERJAC Case Number** SC-16-93

**Year Heard** 1993

**Committee** Subcontracting

**Local Union** 294 **and Company** Consolidated Freightways

**Grievant** William McCully

**Article** 32

**JAC Case Number**

**Regarding**

On behalf of William McCully, Union alleges violation of Article 32, claiming Company interlining freight by non-union firm to deliver points that were direct service.

**Decision Date** 4/26/1993

**Decision**

The Panel, in executive session, motion made, seconded and carried that based on the facts presented, the Company is not in violation of the contract. Therefore, the claim of the Union is denied.

**Company Position**

The Company has interlined certain areas that used to be serviced by our former Glens Falls terminal however, based on the circumstances, it is our position that this does not represent a violation of Article 32.

**Union Position**

After the change was implemented the Company started to interline delivery points that were direct service out of the Hudson Falls terminal to a non-union firm.

**ERJAC Case Number** SC-10-95

**Year Heard** 1995

**Committee** Subcontracting

**Local Union** 429                      **and Company** Plymouth Rock Transportation

**Grievant** All Affected

**Article** 32

**JAC Case Number**

**Regarding**

Union alleges violation of Article 32, Section 2, claiming Company using non-union cartage agent in Cinnaminson, NJ; requesting Company establish a regular seniority list and eliminate subcontracting carrier.

**Decision Date** 10/23/1995

**Decision**

1/23/95 - The Panel, in executive session, motion made, and seconded, that this case is improper before this Committee. Motion deadlocked. 7/25/95 - National Grievance Committee referred case back to ERJAC to be heard on the facts. 10/23/95 - The Panel, in executive session, motion made, seconded and carried that the claim of the Union is denied.

**Company Position**

The company has continued to use a local cartage agent in the Philadelphia area as it has done for fourteen (14) years.

**Union Position**

Plymouth Rock Transportation to establish a regular seniority list (using Plymouth Rock employees) and terminal and immediate elimination of the subcontracting carrier.

**ERJAC Case Number** SC-28-95

**Year Heard** 1995

**Committee** Subcontracting

**Local Union** 671 **and Company** Carolina Freight Carriers

**Grievant** Mark Kogousek

**Article** 32

**JAC Case Number**

**Regarding**

On behalf of Mark Kogousek, Union alleges violation of Article 32, claiming Company using vendor to do bargaining unit work; requesting 4 hours' pay.

**Decision Date** 10/23/1995

**Decision**

The Panel, in executive session, motion made, seconded and carried that the claim of the Union is denied.

### **Company Position**

We could not send a mechanic home on his eighth (8th) hour, have no bargaining unit coverage in the shop and bring in a vendor to do repair work. There was a mechanic on duty on straight time when the work was performed. We did what the contract allows and what other carriers have been doing for many years.

### **Union Position**

Company using vendor to do bargaining unit work.

**ERJAC Case Number** SC-29-95

**Year Heard** 1995

**Committee** Subcontracting

**Local Union** 671 **and Company** Carolina Freight Carriers

**Grievant** Ronald Walborn

**Article** 32

**JAC Case Number**

**Regarding**

On behalf of Ronald Walborn, Union alleges violation of Article 32, claiming Company using vendor to do bargaining unit work; requesting 4 hours' pay.

**Decision Date** 10/23/1995

**Decision**

The Panel, in executive session, motion made, seconded and carried that the claim of the Union is denied.

**Company Position**

We could not send a mechanic home on his eighth (8th) hour, have no bargaining unit coverage in the shop and bring in a vendor to do repair work. There was a mechanic on duty on straight time when the work was performed. We did what the contract allows and what other carriers have been doing for many years.

**Union Position**

Company using vendor to do bargaining unit work.

**ERJAC Case Number** SC-04-95

**Year Heard** 1995

**Committee** Subcontracting

**Local Union** 633 **and Company** Roadway Express

**Grievant** All Employees

**Article** 32

**JAC Case Number**

**Regarding**

On behalf of all employees, Union alleges violation of Article 32, Section 1-3, claiming Company interlining freight while employees on layoff; requesting a day's pay and benefits.

**Decision Date** 1/23/1995

**Decision**

The Panel, in executive session, motion made, seconded and carried that the claim of the Union is denied; therefore, there is no violation of Article 32.

**Company Position**

Company interlined freight on 10/14/94 in accordance with Article 32. On this date all employees worked or were offered work.

**Union Position**

The company should deliver this freight with its own employees instead of by interlining this freight.

**ERJAC Case Number** SC-14-95

**Year Heard** 1995

**Committee** Subcontracting

**Local Union** 171 **and Company** ABF Freight System

**Grievant** Lee Hall

**Article** 32

**JAC Case Number**

**Regarding**

On behalf of Lee Hall, Union alleges violation of Article 32, claiming Company allowing work to be subcontracted on 10/27/94.

**Decision Date** 4/25/1995

**Decision**

The Panel, in executive session, motion made, seconded and carried that the monetary claim is denied; the Company is instructed to comply with the contract.

**Company Position**

No violation of Article 32.

**Union Position**

Company allowed work to be performed by a subcontractor.

**ERJAC Case Number** SC-19-94

**Year Heard** 1995

**Committee** Subcontracting

**Local Union** 71 **and Company** Consolidated Freightways

**Grievant** John Campbell and all affected

**Article** 32

**JAC Case Number** 503C93

**Regarding**

On behalf of John Campbell and all affected employees, Union alleges Company gave freight to non-union carrier, Estes, while men at home or on layoff; requesting compensation for 8 hours' pay for each day violated (10 days).

**Decision Date** 4/24/1995

**Decision**

This case was heard July, 1994 by Committee ""B"" and referred to a Subcommittee of Mel Manning and Ron Jenkins for investigation. The matter was tabled October, 1994 and January, 1995. After submitting a report, the Executive Committee ruled: The Panel in executive session, motion made seconded and carried to adopt the Subcommittee report which reads as follows: Where the interline is beyond 75 miles from the terminal, laid off employees have no claim. If within the peddle area where employees are laid off and work is interlined sufficient to support a man working a shift in the peddle area, the Company will offer the work to laid off employees. This is subject to the grievance procedure. The instant case is referred to the

**Company Position**

It has been agreed upon in a meeting with Local 71 that if we had enough freight on any given day to support a run into the Myrtle Beach area we would run it directly ourselves. If there was not enough freight it would be interlined.

**Union Position**

The company interlined freight while drivers were on layoff.



**ERJAC Case Number** SC-20-00

**Year Heard** 2000

**Committee** Subcontracting

**Local Union** 639 **and Company** Yellow Freight System

**Grievant** Howard Ward

**Article** 32

**JAC Case Number**

**Regarding**

On behalf of Howard Ward, Union alleges violation of Article 32 on April 26, 2000. Union seeks grievant be made whole \$234.12 for Company subcontracting work when all regular employees were not working.

**Pilot Case for SC-21-00.**

**Decision Date** 7/25/2000

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that based on the facts and evidence presented in this case the claim of the Union is denied.

**Company Position**

No violation of Article 32.

**Union Position**

On April 26, 2000 the grievant was not offered an opportunity to work. The grievant, a bid employee, was not scheduled to work on the day in question. In the past, the company has asked bid employees to work on their scheduled day off.

**Committee** Subcontracting

**Local Union** I.B.T. **and Company** USF Holland Motor Express

**Grievant** D. Virtue on behalf of All Affected

**Article** 32 **JAC Case Number**

**Regarding**

On behalf of all affected, Union alleges violation of Article 32. Union seeks for USF Holland to follow the agreed upon Expansion Agreement. 1/18/2006 - ERJAC - The Panel, in Executive Session, motion made, seconded and carried the Union's point of order be upheld and that the Company complies with the October 21, 2005 letter. 4/26/2006 - ERJAC - The Panel, in Executive Session, could not reach agreement. The case is deadlocked. 5/25/2006 - ER Review - The Eastern Region Joint Area Review Committee based upon a review of the transcripts and evidence ruled the case is deadlocked.

**Decision Date** 7/12/2006

**Decision**

Please be advised that the National Grievance Committee adopted a motion that the claim of the Union be upheld. Motion deadlocked.

**Company Position**

N/A

**Union Position**

For USF Holland to follow the agreed upon Expansion Agreement.

**ERJAC Case Number** SC-10-07

**Year Heard** 2007

**Committee** Subcontracting

**Local Union** 592                      **and Company** USF Holland Motor Express

**Grievant** Joseph Tinsley

**Article** 32

**JAC Case Number**

**Regarding**

On behalf of Joseph Tinsley, Union alleges violation of Article 32 on October 25-27, 2006 and October 30-November 3, 2006. Union seeks \$1,389.44 claiming subcontracting, interline carriers are transferring USF Holland freight to their own terminals within the twenty-five (25) mile radius while USF Holland employees are laid off and not working. NOTE: Pilot case for case numbers SC-11-07, SC-12-07 and SC-13-07.

**Decision Date** 1/24/2007

**Decision**

The Panel, in Executive Session, motion made, seconded and carried the claim of the Union is upheld and the monetary claim is denied.

**Company Position**

N/A

**Union Position**

Interline carriers are transferring USF Holland freight to their own terminals within the twenty-five (25) mile radius while USF Holland employees are laid off and not working.

**ERJAC Case Number** SC-11-07

**Year Heard** 2007

**Committee** Subcontracting

**Local Union** 592                      **and Company** USF Holland Motor Express

**Grievant** Joseph Tinsley

**Article** 32

**JAC Case Number**

**Regarding**

On behalf of Joseph Tinsley, Union alleges violation of Article 32 on November 8-10, 2006 and November 13, 2006 and ongoing. Union claims subcontracting, interline carriers are transferring USF Holland freight to their own terminals within the twenty-five (25) mile radius while USF Holland employees are laid off and not working.

**Decision Date** 1/23/2007

**Decision**

See Pilot case SC-10-07.

**Company Position**

N/A

**Union Position**

Interline carriers are transferring USF Holland freight to their own terminals within the twenty-five (25) mile radius while USF Holland employees are laid off and not working.

**ERJAC Case Number** SC-12-07

**Year Heard** 2007

**Committee** Subcontracting

**Local Union** 592 **and Company** USF Holland Motor Express

**Grievant** Joseph Tinsley

**Article** 32

**JAC Case Number**

**Regarding**

On behalf of Joseph Tinsley, Union alleges violation of Article 32 on November 6, 2006. Union seeks \$173.68 claiming subcontracting, interline carriers are transferring USF Holland freight to their own terminals within the twenty-five (25) mile radius while USF Holland employees are laid off and not working.

**Decision Date** 1/23/2007

**Decision**

See Pilot case SC-10-07.

**Company Position**

N/A

**Union Position**

Interline carriers are transferring USF Holland freight to their own terminals within the twenty-five (25) mile radius while USF Holland employees are laid off and not working.

**ERJAC Case Number** SC-13-07

**Year Heard** 2007

**Committee** Subcontracting

**Local Union** 592                      **and Company** USF Holland Motor Express

**Grievant** Joseph Tinsley

**Article** 32

**JAC Case Number**

**Regarding**

On behalf of Joseph Tinsley, Union alleges violation of Article 32 on November 7, 2006. Union seeks \$173.68 claiming subcontracting, interline carriers are transferring USF Holland freight to their own terminals within the twenty-five (25) mile radius while USF Holland employees are laid off and not working.

**Decision Date** 1/23/2007

**Decision**

See Pilot case SC-10-07.

**Company Position**

N/A

**Union Position**

Interline carriers are transferring USF Holland freight to their own terminals within the twenty-five (25) mile radius while USF Holland employees are laid off and not working.

**ERJAC Case Number** SC-15-07

**Year Heard** 2007

**Committee** Subcontracting

**Local Union** 375 **and Company** New Penn Motor Express

**Grievant** Michael N. Wach

**Article** 32

**JAC Case Number**

**Regarding**

On behalf of Michael N. Wach, Union alleges violation of Article 32 and Letter of Understanding on January 2, 2007. Union seeks all lost wages and benefits for every day employees do not work claiming Company continues to interline/subcontract work, members are laid off and not working.

**Decision Date** 5/8/2007

**Decision**

The Panel, in Executive Session, motion made, seconded and carried the claim of the Union is denied.

**Company Position**

N/A

**Union Position**

Members are laid off and not working. The Company is subcontracting freight.

**ERJAC Case Number** SC-32-08

**Year Heard** 2008

**Committee** Subcontracting

**Local Union** 707 **and Company** Yellow Transportation

**Grievant** J. Zirpoli on behalf of All Affected

**Article** 32

**JAC Case Number**

**Regarding**

On behalf of all affected, Union alleges violation of Article 32 (2) on April 25, 2008. Union claims work opportunities lost in Mt. Vernon, NY due to diversion of work to YRC Logistics. Grievance # C6558.

**Decision Date** 7/23/2008

**Decision**

See PILOT Case SC-33-08.

**Company Position**

N/A

**Union Position**

Work opportunities lost in Mt. Vernon, NY due to diversion of work to YRC Logistics.



**ERJAC Case Number** SC-33-08

**Year Heard** 2008

**Committee** Subcontracting

**Local Union** 707 **and Company** Yellow Transportation

**Grievant** J. Faella on behalf of All Affected

**Article** 32 **JAC Case Number**

**Regarding**

On behalf of all affected, Union alleges violation of Article 32 (2) ongoing. Union claims work opportunities lost in Queens, NY due to diversion of work to YRC Logistics. Grievance # C6502. .

\*NOTE: Pilot for case number SC-32-08 and SC-34-08. 7/23/2008 - ERJAC - The Panel, in Executive Session, could not reach agreement. This case is deadlocked.

**Decision Date** 1/20/2009

**Decision**

The Eastern Region Joint Area Review Committee based upon a review of the transcripts and evidence ruled the case is deadlocked.

**Company Position**

N/A

**Union Position**

Work opportunities lost in Queens, NY due to diversion of work to YRC Logistics.

**ERJAC Case Number** SC-34-08

**Year Heard** 2008

**Committee** Subcontracting

**Local Union** 707 **and Company** Yellow Transportation

**Grievant** J. Faella on behalf of All Affected

**Article** 32 **JAC Case Number**

**Regarding**

On behalf of all affected, Union alleges violation of Article 32 (2) ongoing. Union claims work opportunities lost in Queens, NY due to diversion of work to YRC Logistics. Grievance # C6496.

**Decision Date** 7/23/2008

**Decision**

See PILOT Case SC-33-08.

**Company Position**

N/A

**Union Position**

Work opportunities lost in Queens, NY due to diversion of work to YRC Logistics.

**ERJAC Case Number** SC-4-09

**Year Heard** 2009

**Committee** Subcontracting

**Local Union** 773                      **and Company** YRC, Inc.

**Grievant** Thomas Malozi

**Article** 32                                      **JAC Case Number**

**Regarding**

On behalf of Thomas Malozi, Union alleges violation of Article 32 (3) on March 1, 2009 and ongoing. Union seeks grievant be made whole for time and benefits claiming Company is using Walgreen drivers to pickup trailers at the YRC terminal while employees are on layoff.

**Decision Date** 7/22/2009

**Decision**

The Panel, in Executive Session, motion made, seconded and carried based on the facts presented in this instant case, the claim of the Union is denied.

**Company Position**

Company says this is not subcontracting since the pricing reflects the customer is receiving a linehaul allowance. Company considers this a customer dock pickup.

**Union Position**

Employees on layoff, Company saying customer dock pickup; Union says subterfuge to CBA.

**ERJAC Case Number** SC-5-09

**Year Heard** 2009

**Committee** Subcontracting

**Local Union** 401 **and Company** ABF Freight System

**Grievant** Tony Mecca

**Article** 32

**JAC Case Number**

**Regarding**

On behalf of Tony Mecca, Union alleges violation of Article 32 (1,2,3) Memorandum on July 21, 2009. Union seeks grievant be made whole half day's wages and any overtime applicable claiming work is being trapped and interlined through service area.

**Decision Date** 10/27/2009

**Decision**

The Panel, in Executive Session, motion made, seconded and carried based on the facts presented in this instant case, there is no monetary claim. The Company and the Union are instructed to abide by their agreement dated June 22, 2007.

**Company Position**

N/A

**Union Position**

Company interlining freight with Mercury Freight.

**ERJAC Case Number** SC-4-11

**Year Heard** 2011

**Committee** Subcontracting

**Local Union** 592 **and Company** YRC, Inc.

**Grievant** Larry Keith Peyton, Jr.

**Article** 32

**JAC Case Number**

**Regarding**

On behalf of Larry Keith Peyton, Jr., Union alleges violation of Article 32 (1, 3, 6) on February 7, 2011 and ongoing. Union claims Company is in violation of Article 32.

**Decision Date** 4/19/2011

**Decision**

The Panel, in Executive Session, motion made, seconded and carried the Union point of order is upheld as the Company failed to comply with Article 7.

**Company Position**

N/A

**Union Position**

N/A

**ERJAC Case Number** SC-5-11

**Year Heard** 2011

**Committee** Subcontracting

**Local Union** 592                      **and Company** YRC, Inc.

**Grievant** All Affected

**Article** 32

**JAC Case Number**

**Regarding**

On behalf of all affected, Union alleges violation of Article 32 on February 22, 2011 and ongoing. Union claims Company is interlining Richmond proper freight while employees are laid off; subterfuge.

**Decision Date** 4/19/2011

**Decision**

The Panel, in Executive Session, motion made, seconded and carried the Union point of order is upheld as the Company failed to comply with Article 7.

**Company Position**

N/A

**Union Position**

Company is interlining Richmond proper freight while employees are laid off and not being offered work as a subterfuge.

**ERJAC Case Number** SC-1-12

**Year Heard** 2012

**Committee** Subcontracting

**Local Union** 592 **and Company** YRC, Inc.

**Grievant** Larry Peyton

**Article** 32

**JAC Case Number**

**Regarding**

On behalf of Larry Peyton, Union alleges violation of Article 32 on August 5, 2011. Union claims Company is subcontracting freight within twenty-five (25) mile radius while employees are in layoff status.

**Decision Date** 1/25/2012

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that, based on the facts and evidence presented, the claim of the Union is denied.

**Company Position**

N/A

**Union Position**

Company is subcontracting freight within twenty-five (25) mile radius while employees are in layoff status.

**ERJAC Case Number** SC-2-12

**Year Heard** 2012

**Committee** Subcontracting

**Local Union** 592                      **and Company** YRC, Inc.

**Grievant** Ronald Regan

**Article** 32

**JAC Case Number**

**Regarding**

On behalf of Ronald Regan, Union alleges violation of Article 32 on October 24, 2011. Union claims Company is subcontracting freight that requires notification before delivery; being delivered on different date than when given to subcontractor.

**Decision Date** 1/25/2012

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that, based on the facts and evidence presented, the claim of the Union is denied.

**Company Position**

N/A

**Union Position**

Company is subcontracting freight that requires notification before delivery; being delivered on different date than when given to subcontractor.



**ERJAC Case Number** SC-13-98

**Year Heard** 1998

**Committee** Subcontracting

**Local Union** 326 **and Company** Airborne Express

**Grievant** John Mastella

**Article** 32, 40

**JAC Case Number**

**Regarding**

On behalf of John Mastella, Union alleges violation of Articles 32, 40 and all relevant Articles on an ongoing basis, Union requests bargaining unit employees perform shuttle work between locations. 4/22/98 - The panel, in executive session, motion made and seconded that the claim of the Union is upheld. Motion deadlocked to the National Grievance Committee.

**Decision Date** 8/19/1998

**Decision**

The National Grievance Committee, on August 19, 1998, adopted a motion that based on a review of the transcript and evidence in this instant case, the claim of the Union is denied. If, however, the Union feels there is a violation of the Philadelphia Area Supplemental Agreement, it should file a grievance accordingly.

**Company Position**

This grievance is an attempt to force Airborne to recognize Local 326 representation of employees who perform that work. Airborne is not the employer of these employees, not is there any showing of interest. Therefore, there is no legal basis for us to recognize Local 326.

**Union Position**

Company is using non-union carrier to transport freight between locations while seniority employees are not being afforded work opportunity. Request shuttle work be performed by bargaining unit employee of the New Castle, DE terminal.

**ERJAC Case Number** SC-18-07

**Year Heard** 2007

**Committee** Subcontracting

**Local Union** 671 **and Company** Yellow Transportation

**Grievant** All Affected

**Article** 32, 40

**JAC Case Number**

**Regarding**

On behalf of all affected, Union alleges violation of Articles 32 and 40 on February 22 and 23, 2007. Union seeks all lost work opportunity claiming Company is continuing subcontracting.

**Decision Date** 5/9/2007

**Decision**

The Panel, in Executive Session, motion made, seconded and carried the Company is to comply with the Memorandum of Understanding on Article 32. There is no monetary award.

**Company Position**

N/A

**Union Position**

Company is continuing subcontracting.

**ERJAC Case Number** SC-3-11

**Year Heard** 2011

**Committee** Subcontracting

**Local Union** 355 **and Company** YRC, Inc.

**Grievant** Fred Willner

**Article** 32, 40

**JAC Case Number**

**Regarding**

On behalf of Fred Willner, Union alleges violation of Articles 32 and 40 on November 29, 2010. Union seeks grievant be made whole eight (8) hours at the applicable hourly rate with benefits claiming subcontractors were used.

**Decision Date** 4/20/2011

**Decision**

The Panel, in Executive Session, motion made, seconded and carried based on the facts in this instant case, the claim of the Union is upheld.

**Company Position**

N/A

**Union Position**

Company used subcontractors.

**ERJAC Case Number** SC-04-99

**Year Heard** 1999

**Committee** Subcontracting

**Local Union** 671 **and Company** ABF Freight System

**Grievant** All Affected

**Article** 32, 40, 43

**JAC Case Number**

**Regarding**

On behalf of all affected, Union alleges violation of Articles 32, 40 and 43 on November 2, 3, 4, 5, 6, 8, 9, 10, 12, 13 and continuing. Union claiming Company subcontracting bargaining unit work, including work from established bid runs.

**Decision Date** 1/27/1999

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that based on the facts and evidence in this instant case, the claim of the Union is denied.

**Company Position**

On each day that interlining activity took place every regular P&D employee worked and the freight interlined was overflow from our P&D operation on the days in question.

**Union Position**

The company is subcontracting bargaining unit work including work from established bid runs.

**ERJAC Case Number** SC-10-96

**Year Heard** 1996

**Committee** Subcontracting

**Local Union** 170                      **and Company** ABF Freight System

**Grievant** Michael Hogen

**Article** 32, 40, 43, 44, 59

**JAC Case Number**

**Regarding**

On behalf of Michael Hogen, Union alleges violation of Articles 32, 40, 43, 44 and 59 on January 2, 1996, Union requests grievant(s) be compensated for back pay, lost work opportunity and benefits. 4/22/96 - The panel, in executive session, motion made, seconded and carried that this case is referred to the New England Negotiating Committee. 6/3/96 - Motion made, seconded and carried that the recommendation to the ERJAC be that this case be deadlocked to the NGC. 9/30/96 - New England Negotiating Committee received additional information and reviewed the case including the transcript of the April, 1996 hearing and revised their recommended decision.

**Decision Date** 10/21/1996

**Decision**

The claim of the Union is upheld for any lost work opportunity for laid off employees on January 2, 1996 based on the fact the alleged violation took place prior to this customer being determined as a competitive drop.

**Company Position**

We informed the Union of the customer's conditions of doing business and that the Company would lose the account if we did not comply. This is by far the largest account for ABF in Worcester and if we did lose this account it would put three (3) to four (4) men out of work on Worcester alone, not including the effect on the rest of the terminals and linehaul involved in the handling of this freight.

**Union Position**

The Union is seeking for men to be compensated for back pay, work opportunity lost and contractual benefits.

**ERJAC Case Number** SC-5-07

**Year Heard** 2007

**Committee** Subcontracting

**Local Union** 340 **and Company** Roadway Express

**Grievant** Howard Salley for All Affected

**Article** 32, 40, 46, 52, 53, 58, 59 **JAC Case Number**

**Regarding**

On behalf of Howard Salley for all affected employees, Union alleges violation of Articles 32, 40, 46, 52, 53, 58, 59 and any other applicable articles on November 13, 15, 17, 2006 and ongoing. Union seeks all affected employees be made whole for all lost time wages and benefits claiming company interlining freight while bargaining unit members are on layoff. 1/24/2007 - ERJAC - The Panel, in Executive Session, could not reach agreement. The case is deadlocked.

**Decision Date** 3/21/2007

**Decision**

The Eastern Region Joint Area Review Committee based upon a review of the transcripts and evidence ruled the case is deadlocked.

**Company Position**

N/A

**Union Position**

Union seeks all affected employees be made whole for all lost time wages and benefits claiming company interlining freight while bargaining unit members are on layoff.

**ERJAC Case Number** SC-23-07

**Year Heard** 2007

**Committee** Subcontracting

**Local Union** 355 **and Company** Yellow Transportation

**Grievant** Fred Wilner, Et Al

**Article** 32, 40, Memo

**JAC Case Number**

**Regarding**

On behalf of Fred Wilner, Et Al, Union alleges violation of Articles 32, 40 and Memo of Understanding on February 12, 13, 2007 and ongoing. Union requests Company cease and desist of practice and an interpretation of the Article 32 Memorandum of Understanding, Section D; claiming Company is giving freight to a subcontractor.

**Decision Date** 7/25/2007

**Decision**

The Panel, in Executive Session, could not reach agreement. The case is deadlocked.

**Company Position**

N/A

**Union Position**

Union requests Company cease and desist of practice and an interpretation of the Article 32 Memorandum of Understanding, Section D; claiming Company is giving freight to a subcontractor.

**ERJAC Case Number** SC-29-01

**Year Heard** 2001

**Committee** Subcontracting

**Local Union** 107                      **and Company** Yellow Transportation

**Grievant** Frank Cichon, Monte Tambourino

**Article** 32, 42

**JAC Case Number**

**Regarding**

On behalf of Frank Cichon and Monte Tambourino Union alleges violation of Articles 32 and 43 ongoing. Union seeking compensation for all lost earnings and a cease and desist of Company subcontracting freight, while employees are laid off. 7/24/2001 - The Panel, in Executive Session, could not reach an agreement. This case is deadlocked to the Eastern Region Joint Area Review Committee.

**Decision Date** 12/20/2001

**Decision**

The Eastern Region Joint Area Review Committee based upon a review of the transcripts and evidence ruled the claim of the Union is denied.

### **Company Position**

The Company has been required to consolidate all shipments destined to Sally Beauty stores in the Philadelphia service area. It is still handled by the Teamsters in the aspects of: being picked up by various shippers, transported and transferred if necessary at origin terminals, loading and unloading at various distribution centers, transported to Philadelphia terminal, unloaded there then loaded for delivery.

### **Union Position**

Yellow Freight is cartaging freight that is normally delivered by Local 107 employees. Yellow has employees laid off and still insists on doing this. Company claims this is a customer request. Seeking cease and desist of this practice and compensation for all lost earnings and benefits.



**ERJAC Case Number** SC-21-98

**Year Heard** 1999

**Committee** Subcontracting

**Local Union** 326 **and Company** Yellow Transportation

**Grievant** C. Nicholas Vannicolo, et al

**Article** 32, 42

**JAC Case Number**

**Regarding**

On behalf of C. Nicholas Vannicolo, et al, Union alleges violation of Article 32 on May 11, 1998 and ongoing, Union claiming eight (8) hours wages and benefits for each affected employee. 7/29/98 - The panel, in executive session, motion made, seconded and carried that the claim of the Union is denied. Motion deadlocked to the National Grievance Committee. 11/18/98 - The National Grievance Committee, on November 18, 1998, adopted a motion to appoint a SubCommittee to investigate the fact sin this case and submit a recommendation based on its findings to the NGC at its next meeting.

**Decision Date** 3/3/1999

**Decision**

The National Grievance Committee on March 3, 1999, adopted the following recommendation of the Sub-Committee. After investigating the facts and issues of the above-referenced case, the claim of the Union be denied.

**Company Position**

We ask the Committee to uphold our long-standing practice of interlining these points.

**Union Position**

Company is subcontracting (interlining) freight with an outside carrier while seniority list employees are on layoff and not being afforded work opportunity.

**ERJAC Case Number** SC-22-95

**Year Heard** 1995

**Committee** Subcontracting

**Local Union** 470 **and Company** Preston Trucking Co.

**Grievant** Chester Crzesnikowski

**Article** 32, 42

**JAC Case Number**

**Regarding**

On behalf of Chester Crzesnikowski, Union alleges violation of Articles 32, 42, claiming Company used outside vendor; requesting 8 hours' pay.

**Decision Date** 7/24/1995

**Decision**

The Panel, in executive session, motion made, seconded and carried that the claim of the Union is denied.

### **Company Position**

The Preston drivers refuse to cross the customer's picket line. The loads are tires and the only way of servicing our customer was to have their driver come to our terminal. On the day in question, he took a Preston trailer loaded with tires and returned the empty trailer to us.

### **Union Position**

Company was previously warned about having an outside vendor pulling loaded Preston trailers from the dock without having load transferred to outside vendor's trailer.

**ERJAC Case Number** SC-15-95

**Year Heard** 1995

**Committee** Subcontracting

**Local Union** 171 **and Company** Preston Trucking Co.

**Grievant** William Hoffman

**Article** 32, 43

**JAC Case Number**

**Regarding**

On behalf of William Hoffman, Union alleges violation of Articles 32, 43, claiming Company not allowing city employees to fuel tractors used by them.

**Decision Date** 4/25/1995

**Decision**

The Panel, in executive session, motion made, seconded and carried that based on the facts and practice, the claim of the Union is denied.

**Company Position**

Since the opening of this terminal in 1984 it has been our practice that our shop people fuel all city equipment and that our city drivers perform necessary fueling of linehaul tractors only. There is no diversion of work, the grievant simply wants to change a practice that has been in place for ten (10) years.

**Union Position**

The work of fueling local trucks should be performed by the local drivers since shop employees are not required to be called for work as provided by the contract.

**ERJAC Case Number** SC-14-01

**Year Heard** 2001

**Committee** Subcontracting

**Local Union** 71 **and Company** USF Red Star Express

**Grievant** Ernie Wrenn

**Article** 32, 49

**JAC Case Number**

**Regarding**

On behalf of Ernie Wrenn, Union alleges violation of Articles 32 and 49 on February 27, 2001. Union seeks grievant be made whole four (4) hours thirty-one (31) minutes pay for subcontracting. 4/23/2001 - The Panel, in Executive Session, could not reach agreement. This case is deadlocked to the Eastern Region Joint Area Review Committee. HOLD - 7/01.

**Decision Date** 12/20/2001

**Decision**

The Eastern Region Joint Area Review Committee based upon a review of the transcripts and evidence ruled that there is no violation of the contract therefore, the claim of the Union is denied.

### **Company Position**

The Company opened Charlotte in June of 1995 and from start up had a vendor come to the terminal with their tanker and fuel the units every night. It was exception to the rule if a driver needed to fueled at an outside fuel source. We installed our own tank but continued to use our outside maintenance vendor to fuel the units each day. Fueling never has been bargaining unit work.

### **Union Position**

The Company has hired a non-contractual employee at \$10.00 per hour to come on company property using company facilities and supplies to fuel company equipment. It is the Union's position this work should be done by bargaining unit employees and Brother Wrenn should be paid 4:31.

**ERJAC Case Number** SC-23-97

**Year Heard** 1997

**Committee** Subcontracting

**Local Union** 445 **and Company** ABF Freight System

**Grievant** Joseph VanVoorhis

**Article** 32, 50

**JAC Case Number**

**Regarding**

On behalf of Joseph VanVoorhis, Union alleges violation of Articles 32(3) and 50(2) on January 24, 1997, Union requests Company cease practice of interline company moving ABF equipment to interline facility.

**Decision Date** 4/22/1997

**Decision**

The panel, in executive session, motion made, seconded and carried that based on the facts presented, there is no violation of Article 32.

**Company Position**

We have made no changed in our interline points or the way the freight is tendered to the interline carrier.

**Union Position**

It is the Union position that the interline company not be permitted to move ABF equipment from ABF Middletown, NY terminal but for ABF bargaining unit employees to have the work opportunity to move ABF equipment to the interline facility in Monticello, NY.

**ERJAC Case Number** SC-41-02

**Year Heard** 2002

**Committee** Subcontracting

**Local Union** 707 **and Company** Consolidated Freightways

**Grievant** Terry Ward and all other affected

**Article** 32, 68 **JAC Case Number**

**Regarding**

On behalf of Terry Ward and all other affected employees, Union alleges violation of Articles 32 and 68 on April 3, 2002. Union seeks grievants be made whole for all monies owed claiming freight was given to a cartage and there was no work for twelve (12) men.

**Decision Date** 7/23/2002

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that based on the facts presented in this instant case, the claim of the Union is upheld.

**Company Position**

The cartage agent had not returned all of the undelivered freight as requested but retained and delivered 23 bills when we had drivers available and not working. We offered a settlement we felt was fair and were denied.

**Union Position**

The Company subcontracted freight on 4/1/02 and 4/2/02, knowing the cartage agent was not capable of delivering in two (2) days, then denied work opportunity to their own employees on 4/3/02. Claim of the Union is that all men not given work opportunity on 4/3/02 should be paid a days pay plus health, welfare and pension.

**ERJAC Case Number** SC-20-07

**Year Heard** 2007

**Committee** Subcontracting

**Local Union** 592                      **and Company** ABF Freight System

**Grievant** Peter Emiliani, All Affected

**Article** 32, Memo                                      **JAC Case Number**

**Regarding**

On behalf of Peter Emiliani and all affected, Union alleges violation of Article 32 and Memorandum of Understanding on April 2-10, 2007 and ongoing. Union claims Company is subcontracting while employees are not being offered work.

**Decision Date** 5/9/2007

**Decision**

The Panel, in Executive Session, could not reach agreement. The case is deadlocked.

**Company Position**

N/A

**Union Position**

Company subcontracting work while employees are not being offered work.

**ERJAC Case Number** C-31-06

**Year Heard** 2006

**Committee** Committee A

**Local Union** 25                      **and Company** Manfi Leasing

**Grievant** Mark Sullivan on behalf of All Drivers

**Article** 33                                      **JAC Case Number**

**Regarding**

On behalf of Mark Sullivan (on behalf of all drivers) Union alleges violation of Article 33 (4) on April 1, 2004. Union seeks \$.10 per hour for all hours worked and overtime claiming Company refused to pay COLA increases.

**Decision Date** 10/17/2006

**Decision**

The Panel, in Executive Session, motion made, seconded and carried the claim of the Union is upheld.

**Company Position**

N/A

**Union Position**

Company refused to pay COLA increases as per Article 33, Section 4 of the NMFA. Company agreed to NMFA and NE Supplement with Addendum. Addendum addresses exceptions to the NMFA. COLA was not addressed in Addendum, therefore; NMFA, Article 33, Section 4 should prevail.



**ERJAC Case Number** C-105-98

**Year Heard** 1999

**Committee** Committee A

**Local Union** 560                      **and Company** USF Red Star Express

**Grievant** Joe Natoli, et al

**Article** 33, 54

**JAC Case Number**

**Regarding**

On behalf of Joe Natoli, et al, Union alleges Company has not paid the \$750.00 Bonus to all employees.

**Decision Date** 1/27/1999

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that based on the fact that the former Vallerie employees were not on the Red Star seniority list on April 1, 1998, the claim of the Union is denied.

**Company Position**

The Company has paid the bonus to all employees qualifying under the agreed to language of the contract. The position of the company is that because ex-Vallerie employees were not on Red Star's seniority list as of April 1, 1998, they failed to qualify for the bonus.

**Union Position**

There are men with seniority dates as far back as 1972; twenty-seven (27) years with Vallerie and as Teamster employees. These thirty-three (33) men voted on the NMFA and the Supplemental which we now work under. The April 3, 1998 seniority date is their end-tailed seniority date and the Vallerie seniority date prior to April 1, 1998 would be applied in making them eligible for the \$750.00 signing bonus.

**ERJAC Case Number** D-02-97

**Year Heard** 1997

**Committee** Drug & Alcohol

**Local Union** 249 **and Company** Airborne Express

**Grievant** Doug Fitzgerald

**Article** 35

**JAC Case Number** 2052

**Regarding**

On behalf of Doug Fitzgerald, Union alleges violation of Article 35(2) on December 30, 1996.

**Decision Date** 1/27/1997

**Decision**

The Panel, in executive session, motion made, seconded and carried that based on the facts in this instant case, the claim of the Union is denied.

**Company Position**

The grievant intentionally neglected to properly and promptly notify the Company of his DUI charge, his guilty plea, his conviction and his impending incarceration.

**Union Position**

Employer did not allow the employee to remain on the job until the discharge was sustained under the grievance procedure.

**ERJAC Case Number** D-04-97

**Year Heard** 1997

**Committee** Drug & Alcohol

**Local Union** 776 **and Company** Consolidated Freightways

**Grievant** Carter Myers

**Article** 35

**JAC Case Number**

**Regarding**

On behalf of Carter Myers, Union alleges violation of Article 35 on December 28, 1996, Union claiming grievant be paid for time involved taking test.

**Decision Date** 4/21/1997

**Decision**

The Panel, in executive session, motion made, seconded and carried that based on the facts presented there is no violation of Article 35. However, the Company on the record has agreed to pay one (1) hour and twenty (20) minutes. This decision sets no precedence.

**Company Position**

The grievant's team partner was sent on a random drug test, the grievant was not. He was not tested. There is no provision to sleeper team partners to be paid for time while not being tested.

**Union Position**

Company should comply with contract and pay for time involved in random testing.

**ERJAC Case Number** D-07-97

**Year Heard** 1997

**Committee** Drug & Alcohol

**Local Union** 639 **and Company** ABF Freight System

**Grievant** Charles Small

**Article** 35

**JAC Case Number**

**Regarding**

On behalf of Charles Small, Union alleges violation of Article 35(3) on March 14, 1997. Union claiming Company did not have probable suspicion to have Breath Alcohol Test performed.

**Decision Date** 10/27/1997

**Decision**

The Panel, in executive session, motion made, seconded and carried that based on the facts presented, the claim of the Union is upheld for loss of earnings of March 14, 1997.

**Company Position**

The Company received a call from a customer stating that one of our drivers was acting strange and thought he was under the influence of alcohol. Our terminal manager went on the street, stopped the grievant and after speaking with him for a short time decided to have him tested. The test came back at 0.22 BAC.

**Union Position**

The Company did not have contractual “probable suspicion” to subject the grievant to a probable suspension breath alcohol test.

**ERJAC Case Number** D-02-98

**Year Heard** 1998

**Committee** Drug & Alcohol

**Local Union** 538 **and Company** USF Holland Motor Express

**Grievant** Thomas Korn

**Article** 35

**JAC Case Number**

**Regarding**

On behalf of Thomas Korn, Union alleges violation of Article 35(3), Company not returning grievant to work after proof of completion if rehabilitation program; requesting 1 week of wages.

**Decision Date** 7/27/1998

**Decision**

The panel, in executive session, motion made, seconded and carried that based on the facts presented, the claim of the Union is denied.

**Company Position**

The statement from the rehabilitation program was not good enough. The grievant was required to also obtain a medical release.

**Union Position**

Grievant submitted proof of his completion of a rehabilitation program to the Company and requested to be returned to work.

**ERJAC Case Number** R-028-98

**Year Heard** 1998

**Committee** Drug & Alcohol

**Local Union** 776                      **and Company** ABF Freight System

**Grievant** Dave Parthemore

**Article** 35

**JAC Case Number**

**Regarding**

On behalf of Dave Parthemore, Union alleges violation of Article 35 equipment violations on July 9, 1997, Union requests grievant be made whole for all time and costs involved.

**Decision Date** 4/21/1998

**Decision**

The panel, in executive session, motion made, seconded and carried that the claim of the Union is denied.

### **Company Position**

The grievant chose to run on Route 46 rather than the normal routes of 80, 287 and 78, etc., on his return to Carlisle from North Jersey. Apparently, he had a map that made him believe that running doubles on the route they were on was legal.

### **Union Position**

Company should be responsible for equipment violation and all related costs. Grievant should be compensated for all time and costs involved.

**ERJAC Case Number** D-12-01

**Year Heard** 2001

**Committee** Drug & Alcohol

**Local Union** 639 **and Company** ABF Freight System

**Grievant** Thomas Russell

**Article** 35

**JAC Case Number**

**Regarding**

On behalf of Thomas Russell, Union alleges violation of Article 35 (3) and all others that apply on June 14, 2001. Union claims grievant was not provided transportation to and from testing site for random drug test.

**Decision Date** 10/23/2001

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that based on the facts presented in this instant case, the claim of the Union is denied.

**Company Position**

The Company does not allow an employee to use Company equipment when an employee is on overtime and required to take a random drug test.

**Union Position**

The Company has always allowed employees to use Company vehicle to and from the testing site whenever a random drug test was required. However, the Company denied Thomas Russell the use of equipment or transportation on 6/14/01.

**ERJAC Case Number** D-03-95

**Year Heard** 1995

**Committee** Drug & Alcohol

**Local Union** 776                      **and Company** Carolina Freight Carriers

**Grievant** Lee Cooper

**Article** 35

**JAC Case Number**

**Regarding**

On behalf of Richard Barry, Union alleges violation of Article 35, Section 3D, claiming driver was arrested while protecting Company equipment; requesting back pay of \$3,834.13.

**Decision Date** 7/24/1995

**Decision**

The Panel, in executive session, motion made, seconded and carried that the claim of the Union be denied.

### **Company Position**

The company contends that the grievant's decision to apprehend, restrain and assault the snowball thrower far exceeded his normal responsibility to protect his assigned equipment. Further, our equipment was left unsecured during the six (6) hours the grievant was incarcerated.

### **Union Position**

The driver was on duty at this time. The incident manifested around an attempt to protect company equipment from damage which subsequently resulted in grievant's arrest and incarceration by the Milford Police Department.



**ERJAC Case Number** D-17-95

**Year Heard** 1995

**Committee** Drug & Alcohol

**Local Union** 560 **and Company** Consolidated Freightways

**Grievant** Lewis Lambert

**Article** 35

**JAC Case Number**

**Regarding**

On behalf of Lewis Lambert, Union alleges violation of Article 35; claiming grievant be allowed his one time leave of absence.

**Decision Date** 10/23/1995

**Decision**

The Panel, in executive session, motion made, seconded and carried that based on the facts presented in this case, the grievant is to be evaluated by a Substance Abuse Professional and adhere to the evaluation and/or treatment recommendation and shall then be subject to the provisions of Article 35, Section 3(j).

**Company Position**

The grievant took his one (1) time, lifetime, leave of absence back in October 1994.

**Union Position**

Member being denied a one time leave of absence as per Article 35.

**ERJAC Case Number** D-16-00

**Year Heard** 2000

**Committee** Drug & Alcohol

**Local Union** 404                      **and Company** New Penn Motor Express

**Grievant** David Bosvert

**Article** 35

**JAC Case Number**

**Regarding**

On behalf of David Boisvert, Union alleges violation of Article 35(3) on June 30, 2000. Union seeks grievant be made whole for lost work opportunity for July 2, 3, 5 & 6, 2000.

**Decision Date** 10/23/2000

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that based on the facts and evidence presented in this case, the claim of the Union is denied.

**Company Position**

The letter from DrugScan explained that they had not received the specimen shipped to them and we should request the donor to submit to a new test. We did this immediately on June 6, 2000, the grievant was advised to submit to another Return to Duty Test.

**Union Position**

Violation of Article 35, Section 3, NMFA. The Union is claiming lost work opportunity for 7/2, 7/3, 7/5 and 7/6/00 due to the violation of Article 35 and the improper chain of custody.

**ERJAC Case Number** D-3-04

**Year Heard** 2004

**Committee** Drug & Alcohol

**Local Union** 557 **and Company** Roadway Express

**Grievant** Demetrius Moore

**Article** 35

**JAC Case Number**

**Regarding**

On behalf of Demetrius Moore, Union alleges violation of Article 35. Union seeks grievant be made whole all lost earnings claiming unjust discharge.

**Decision Date** 1/27/2004

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that based on the facts presented in this case and the testimony of the grievant, the claim of the Union is denied. The discharge is sustained.

**Company Position**

The grievant refused to take his follow-up drug test and left the terminal stating he was resigning.

**Union Position**

Unjust discharge. The grievant did not refuse to take the random drug test, he simply stated he felt he was being harassed to take another when the results from the previous drug test had not yet been received.

**ERJAC Case Number** D-7-04

**Year Heard** 2004

**Committee** ERJARC

**Local Union** 653                      **and Company** Yellow Transportation

**Grievant** Matthew J. Murphy

**Article** 35

**JAC Case Number**

**Regarding**

On behalf of Matthew J. Murphy, Union alleges violation of Article 35 on February 4, 2004. Union seeks grievant be returned to work and made whole all lost work opportunity lost and fringes claiming unjust discharge. 4/27/04 - ERJAC - The Panel, in Executive Session, could not reach agreement. The case is deadlocked.

**Decision Date** 7/27/2004

**Decision**

The Panel, in Executive Session, motion made, seconded and carried the claim of the Union is denied.

**Company Position**

N/A

**Union Position**

Matthew Murphy was discharged because he refused to take a probable suspicion test. The Union's position is that he should be returned to work and compensated for all lost work opportunity and fringes.

**ERJAC Case Number** D-13-05

**Year Heard** 2005

**Committee** Drug & Alcohol

**Local Union** 671 **and Company** DHL Express

**Grievant** E. Sweeney

**Article** 35

**JAC Case Number**

**Regarding**

On behalf of E. Sweeney, Union alleges violation of Article 35 on April 1, 2005. Union seeks grievant be made whole all lost work opportunity claiming unjust termination. 7/20/2005 - ERJAC - The Panel, in Executive Session, could not reach agreement. The case is deadlocked.

**Decision Date** 8/30/2005

**Decision**

The Eastern Region Joint Area Review Committee based upon a review of the transcripts and evidence ruled the grievant is returned to work pending a return to duty negative test and compliance with the SAP's direction of six (6) follow up tests in the twelve (12) month period after completing the return to duty test. The grievant must receive this negative return to duty test within forty-eight (48) hours from receipt of this decision. There is no monetary award.

**Company Position**

The grievant failed to comply with the contract and was, therefore, not granted reinstatement.

**Union Position**

Unjust termination. The grievant is a rehabilitated employee. She has complied with the contract.

**ERJAC Case Number** D-15-05

**Year Heard** 2005

**Committee** Drug & Alcohol

**Local Union** 776 **and Company** Roadway Express

**Grievant** Local 776 on behalf of Chester Manko

**Article** 35 **JAC Case Number**

**Regarding**

On behalf of Chester Manko, Union alleges violation of Article 35. Union seeks grievant be returned to work in proper seniority order and be made whole for all losses claiming unjust discharge. 7/19/2005 - ERJAC - The Panel, in Executive Session, could not reach agreement. The case is deadlocked.

**Decision Date** 8/30/2005

**Decision**

The Eastern Region Joint Area Review Committee based upon a review of the transcripts and evidence ruled the grievant is returned to work with all time off a suspension pending a negative return to duty alcohol/drug test. The grievant must submit six (6) follow up tests within twelve (12) months. The follow up tests are at the Company's discretion. This decision is in this instant case.

**Company Position**

The Company followed the prescribed procedures as outlined in Article 35 and, based on that, took the proper action and properly discharged the grievant.

**Union Position**

To be returned to work in proper seniority order.

**ERJAC Case Number** D-16-05

**Year Heard** 2005

**Committee** Drug & Alcohol

**Local Union** 71 **and Company** Yellow Transportation

**Grievant** O.A. Lee

**Article** 35 **JAC Case Number**

**Regarding**

On behalf of O.A. Lee, Union alleges violation of Article 35 (2) on May 11, 2005. Union seeks the discharge be rescinded and grievant be reinstated with full seniority, all wages, fringe benefits and any and all costs associated with this discharge claiming it is unjust.

**Decision Date** 10/18/2005

**Decision**

The Panel, in Executive Session, motion made, seconded and carried based on the facts presented in this case the claim of the Union is denied.

**Company Position**

The grievant advised the Union on 10/13/05 that his license has been cleared. This has not been confirmed and the Company has seen no documents that the grievant has a clear license.

**Union Position**

It is the Union's position that Brother Lee was unjustly and/or improperly issued a discharge letter dated May 11, 2005. We are requesting the discharge be rescinded and the letter removed from his file; he be reinstated with full seniority, all wages, fringe benefits and any and all costs associated with this discharge claiming it is unjust.

**ERJAC Case Number** D-9-05

**Year Heard** 2005

**Committee** Drug & Alcohol

**Local Union** 229 **and Company** Roadway Express

**Grievant** Local 229 on behalf of Thomas Wise

**Article** 35 **JAC Case Number**

**Regarding**

On behalf of Thomas Wise, Union alleges violation of Article 35 (3, 4) on December 10, 2004. Union claims grievant was discharged for probable suspicion.

**Decision Date** 4/26/2005

**Decision**

The Panel, in Executive Session, motion made, seconded and carried based on the facts presented in this case the claim of the Union is denied and the discharge is sustained.

**Company Position**

Dock worker sent for testing probable suspicion. Under the influence of alcohol.

**Union Position**

Discharged for alcohol probable suspicion.



**ERJAC Case Number** R-34-06

**Year Heard** 2006

**Committee** Drug & Alcohol

**Local Union** 776 **and Company** ABF Freight System

**Grievant** Sam Reed

**Article** 35

**JAC Case Number**

**Regarding**

On behalf of Sam Reed, Union alleges violation of Article 35. Union seeks grievant be returned to work with full seniority and made whole all losses.

**Decision Date** 7/24/2007

**Decision**

The Panel, in Executive Session, motion made, seconded and carried, based on the facts presented in this case, the claim of the Union is denied.

**Company Position**

N/A

**Union Position**

Unjust discharge.

**ERJAC Case Number** D-1-07

**Year Heard** 2006

**Committee** Drug & Alcohol

**Local Union** 773 **and Company** ABF Freight System

**Grievant** Richman Mathis

**Article** 35

**JAC Case Number**

**Regarding**

On behalf of Richman Mathis, Union alleges violation of Article 35 (3) on October 18, 2006. Union seeks grievant be made whole \$21.72/hour all hours since 10/19/06 claiming he was terminated under the one-time lifetime.

**Decision Date** 5/9/2007

**Decision**

The Panel, in Executive Session, motion made, seconded and carried, based on the facts presented in this case and the testimony of the grievant, the claim of the Union is denied.

**Company Position**

Grievant had one-time lifetime with Carolina.

**Union Position**

Grievant denied one-time lifetime with ABF.

**ERJAC Case Number** D-10-08

**Year Heard** 2007

**Committee** Drug & Alcohol

**Local Union** 391 **and Company** Roadway Express

**Grievant** Chris Yokley

**Article** 35

**JAC Case Number**

**Regarding**

On behalf of Chris Yokley, Union alleges violation of Article 35 (4) on March 7, 2008. Union seeks grievant be reinstated with all lost wages and benefits and no loss of seniority claiming unjust and improper discharge.

**Decision Date** 4/9/2008

**Decision**

The Panel, in Executive Session, motion made, seconded and carried the claim of the Union is denied.

**Company Position**

Alleged positive ruling for alcohol test.

**Union Position**

The discharge is unjust and improper, the above named employee should not be discharged.

**ERJAC Case Number** D-2-12

**Year Heard** 2012

**Committee** Drug & Alcohol

**Local Union** 25 **and Company** Manfi Leasing

**Grievant** Joseph Andrade

**Article** 35

**JAC Case Number**

**Regarding**

On behalf of Joseph Andrade, Union alleges violation of Article 35 on March 5,2012. Union seeks grievant be returned to work with all contractual benefits claiming the testing site broke the chain of custody.

**Decision Date** 10/23/2012

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that based on the facts presented and the testimony of the grievant, the claim of the Union is denied.

**Company Position**

N/A

**Union Position**

Testing site broke the chain of custody when it failed to ask for proper identification when testing grievant.

**ERJAC Case Number** D-2-05

**Year Heard** 2005

**Committee** Drug & Alcohol

**Local Union** 391 **and Company** USF Holland Motor Express

**Grievant** Edward Asbury

**Article** 35, 40, 42

**JAC Case Number**

**Regarding**

On behalf of Edward Asbury, Union alleges violation of Articles 35, 40, 42 and all other appropriate articles on December 9, 2004. Union seeks grievant be made whole all monies due and benefits and be reinstated to his rightful position on the seniority list claiming unjust discharge.

**Decision Date** 1/18/2005

**Decision**

The Panel, in Executive Session, motion made, seconded and carried based on the facts presented in this case the claim of the Union is denied. The discharge is sustained.

**Company Position**

There have been no allegations by Asbury of any improper actions by the Company since the procedure outlined in Article 35 has been followed.

**Union Position**

The above-named grievant was improperly discharged by the company letter dated 12/9/04. On 12/3/04 the grievant was tested with the results being positive. The Union's position is that the discharge was unjust and requests that the employee be reinstated to his rightful position on the seniority list and be compensated for all lost earnings and benefits.

**ERJAC Case Number** D-6-02

**Year Heard** 2003

**Committee** Drug & Alcohol

**Local Union** 118A **and Company** Howard's Express

**Grievant** Thomas Amesbury

**Article** 35, 46

**JAC Case Number**

**Regarding**

On behalf of Thomas Amesbury, Union alleges violation of Articles 35 (3) and 46 on January 29, 2002. Union seeks grievant be made whole all back pay and benefits from January 29, 2002 forward claiming he has completed all substance abuse requirements so he may return to work.

**Decision Date** 7/30/2003

**Decision**

The Panel, in Executive Session, motion made, seconded and carried the claim that based on the facts and evidence submitted the claim of the Union is upheld.

**Company Position**

The grievant's name was removed from the seniority list in accordance with provisions of Article 25, Section J (2) of the NMFA and the New York State Supplemental Agreement.

**Union Position**

Mr. Amesbury has completed everything the Substance Abuse Professional has asked of him so that he may return to work.

**ERJAC Case Number** D-15-03

**Year Heard** 2004

**Committee** Drug & Alcohol

**Local Union** 449 **and Company** Yellow Transportation

**Grievant** John Thom

**Article** 35, 46

**JAC Case Number**

**Regarding**

On behalf of John Thom, Union alleges violation of Articles 35 and 46 on July 9, 2003. Union seeks grievant be made whole the cost of ticket for citation received.

**Decision Date** 1/27/2004

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that based on the facts presented in this instant case, the claim of the Union is denied.

**Company Position**

The grievant is trying to be reimbursed \$700.00 for two (2) citations which were dismissed.

**Union Position**

Grievant received a citation for over length and over width and Company refused to pay.

**ERJAC Case Number** C-60-06

**Year Heard** 2006

**Committee** Committee A

**Local Union** 175                      **and Company** Yellow Transportation

**Grievant** Walter R. McClung, Jr.

**Article** 35, 46

**JAC Case Number**

**Regarding**

On behalf of Walter R. McClung, Jr., Union alleges violation of Articles 35 and 46 on July 17 and July 20, 2006. Union claims BAC test not administered properly under the NMFA. 10/17/2006 - ERJAC - The Panel, in Executive Session, could not reach agreement. The case is deadlocked.

**Decision Date** 12/14/2006

**Decision**

The Eastern Region Joint Area Review Committee based upon a review of the transcripts and evidence ruled, based on a review of the transcript and the application of Article 35, Section 4 where the grievant did not partake in a valid once in a lifetime rehabilitation, shall be returned to work after receiving his once in a lifetime rehabilitation release from a SAP and with a valid DOT license. There shall be no monetary award when the grievant returns to work.

**Company Position**

Grievant tested at or above the DOT prescribed BAC limits and the discharge is proper. Grievant had one prior rehabilitation.

**Union Position**



**ERJAC Case Number** D-17-96

**Year Heard** 1997

**Committee** Drug & Alcohol

**Local Union** 404                      **and Company** Roadway Express

**Grievant** William Roche

**Article** 35, 47

**JAC Case Number**

**Regarding**

On behalf of William Roche, Union alleges violation of Articles 35 & 47 on August 19, 1996, Union requests grievant be made whole for all lost work opportunity. Additionally, Union requests Company be instructed to comply with the contract.

**Decision Date** 1/27/1997

**Decision**

The panel, in executive session, motion made, seconded and carried that in this instant case, the claim of the Union for 5.81 hours at overtime rate of pay be upheld.

**Company Position**

The grievant was given probable suspicion testing which proved negative and he was paid for lost work opportunity.

**Union Position**

Union seeks the grievant be made whole for all lost work opportunity worked by a junior employee who was on the same shift as the grievant. Union also seeks the Company be instructed to comply with the contract.

**ERJAC Case Number** D-06-93

**Year Heard** 1993

**Committee** Drug & Alcohol

**Local Union** 707 **and Company** Carolina Freight Carriers

**Grievant** Donald Rasmussen

**Article** 35, 47

**JAC Case Number**

**Regarding**

On behalf of Donald Rasmussen, Union alleges violation of Articles 35 and 47, improper reasonable suspicion, requesting all lost wages plus contributions.

**Decision Date** 7/27/1993

**Decision**

The Panel, in executive session, motion made, seconded and carried that based on the facts presented, the claim of the Union is denied.

**Company Position**

We were called by the DOT, informed that at a roadside inspection the grievant was being placed out of service and were instructed to come and pickup our truck. The grievant was observed acting in an abnormal manner and exhibiting symptoms of being under the influence of alcohol or drugs.

**Union Position**

The grievant had taken himself out of service due to illness. The statement that the police department took him out of service is erroneous. He was ill, not under the influence of any drugs or alcohol.

**ERJAC Case Number** D-2-11

**Year Heard** 2011

**Committee** Drug & Alcohol

**Local Union** 707 **and Company** YRC, Inc.

**Grievant** Edward Engler

**Article** 35, 47

**JAC Case Number**

**Regarding**

On behalf of Edward Engler, Union alleges violation of Articles 35(3) and 47(2) on November 5, 2010. Union seeks grievant be reinstated with all seniority, all lost wages and welfare contributions claiming he was unjust terminated for allegedly refusing to take a random drug test.

**Decision Date** 1/25/2011

**Decision**

The Panel, in Executive Session, could not reach agreement. The case is deadlocked.

**Company Position**

N/A

**Union Position**

Grievant was unjust terminated for allegedly refusing to take a random drug test.

**ERJAC Case Number** D-02-99

**Year Heard** 1999

**Committee** Drug & Alcohol

**Local Union** 170 **and Company** Yellow Transportation

**Grievant** Local Union 170 and all affected

**Article** 35, NMFA Uniform Testing **JAC Case Number**

**Regarding**

On behalf of Local Union 170 and all affected employees, Union alleges violation of Article 35(3) and the NMFA Uniform Testing Procedure, Paragraph A, B, E, Section G in Paragraph E on February 9, 1999. Union seeking a cease and desist of the current drug testing practice and return it to a medical facility.

**Decision Date** 4/26/1999

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that the claim of the Union is denied.

**Company Position**

Nowhere in Article 35 (3) does it state that the company cannot collect specimens at a terminal location.

**Union Position**

Local Union 170 is hereby seeking a cease and desist of the current drug testing practice and return it to a medical facility.

**ERJAC Case Number** R-112-97

**Year Heard** 1998

**Committee** Committee A

**Local Union** 677                      **and Company** Consolidated Freightways

**Grievant** Claude Shorey

**Article** 36

**JAC Case Number**

**Regarding**

On behalf of Claude Shorey, Union alleges violation of Article 36 on April 27, 1997, Union claiming Company failed to implement pay raise after one year. 7/22/97 - The panel, in executive session, motion made, seconded that the claim of the Union is upheld. Motion deadlocked to National Grievance Committee. 12/3/97 - Please be advised that at the National Grievance Committee, on December 3, 1997, a motion was made that based on a review of the transcript in this case, the claim of the Union be upheld. Motion Deadlocked. 6/3/98 - The National Arbitration Panel has referred this case back to the NGC for resolution. (NGC #N-12-97-E13).

**Decision Date** 8/19/1998

**Decision**

The National Grievance Committee, on August 19, 1998, adopted a motion that the grievant be paid the full rate of pay from the date he returned to regular duty.

**Company Position**

The company is proper in its application of the voluntary transfer and the bid that the grievant agreed to.

**Union Position**

The grievant went to the new hire rate when he transferred first time to Greensboro, NC. Because the company allowed this voluntary transfer to Waterbury, CT he should not have to go down to the new hire rate again. The company removed road work out of Springfield, MA and as a result he lost his job. Now, the company wants to reduce his pay for another year.

**ERJAC Case Number** C-41-08

**Year Heard** 2008

**Committee** Committee A

**Local Union** 375                      **and Company** Roadway Express

**Grievant** James Schmitter

**Article** 36

**JAC Case Number**

**Regarding**

On behalf of James Schmitter, Union alleges violation of Article 36 on May 22, 2008. Union seeks grievant be made whole \$678.14 claiming grievant did not receive proper pay raises.

**Decision Date** 2/12/2009

**Decision**

The Panel, in Executive Session, motion made, seconded and carried the Company's point of order is upheld. The case is improper before the Committee.

**Company Position**

N/A

**Union Position**

Seeks Company pay grievant the monies owed him per the progression rates for new hires.

**ERJAC Case Number** R-084-99

**Year Heard** 1999

**Committee** Committee B

**Local Union** 28                      **and Company** Roadway Express

**Grievant** John Sershen

**Article** 36, 50

**JAC Case Number**

**Regarding**

On behalf of John Sershen, Union alleges violation of Articles 36 and 50 on August 10, 1999. Union claiming failure to pay signing bonus.

**Decision Date** 10/26/1999

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that the claim of the Union is denied.

**Company Position**

There was no signing bonus in the “last contract”. He transferred from Stroudsburg to Greenville, ran one (1) trip then went out on injury and was inactive during the qualifying time for the \$750 bonus.

**Union Position**

Company did not pay signing bonus last contract. Brother Sershen has been out of work and has just returned back to work.

**ERJAC Case Number** C-002-98

**Year Heard** 1998

**Committee** Committee A

**Local Union** 375                      **and Company** Yellow Transportation

**Grievant** Ken Garland

**Article** 37                                      **JAC Case Number**

**Regarding**

On behalf of Ken Garland, Union alleges violation of Article 37 on an ongoing basis from October 24, 1997, Union requests a cease and desist of discrimination and harassment.

**Decision Date** 7/28/1998

**Decision**

The panel, in executive session, motion made, seconded and carried that based on the evidence presented, there is no violation of Article 37; therefore, the claim of the Union is denied.

**Company Position**

There is no violation of the agreement, no discrimination or harassment.

**Union Position**

The grievant is being harassed and discriminated against in violation of Article 37.



**ERJAC Case Number** C-225-97

**Year Heard** 1998

**Committee** Committee A

**Local Union** 677 **and Company** A.P.A. Transport Corp.

**Grievant** Lewis Johnson

**Article** 37

**JAC Case Number**

**Regarding**

On behalf of Lewis Johnson, Union alleges violation of Article 37, Union claiming Company is discriminating against grievant in the assignment of tractors.

**Decision Date** 4/21/1998

**Decision**

The panel, in executive session, motion made, seconded and carried that based on the facts and the testimony, there is no violation of the contract. Therefore, the claim of the Union is denied.

**Company Position**

There is no discrimination. The contract is clear when it states that the employee does not have the right to choose any specific unit.

**Union Position**

We are asking this committee to return a decision that APA will have a written procedure of how trucks will be assigned that is agreeable with the Union.

**ERJAC Case Number** R-016-99

**Year Heard** 1999

**Committee** Committee B

**Local Union** 28                      **and Company** Roadway Express

**Grievant** William F. Freutel

**Article** 37                                      **JAC Case Number**

**Regarding**

On behalf of William F. Freutel, Union alleges violation of Article 37 on September 29, 1998, Union claiming discrimination and intentional retaliation.

**Decision Date** 1/26/1999

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that based on the facts presented the claim of the Union is denied.

**Company Position**

The bid eliminated that particular Columbus schedule because the Sunday portion was not operating without problems due to a shortage of return traffic.

**Union Position**

Protesting an intentional retaliation and discriminatory act by Roadway Express by canceling bid from Greenville, SC to Columbus, OH. It is believed this bid was canceled because of complaints filed to the US Department of Labor in violation of the ADA laws against Roadway.

**ERJAC Case Number** C-27-02

**Year Heard** 2002

**Committee** Committee A

**Local Union** 404                      **and Company** Yellow Transportation

**Grievant** Mike Tassanari

**Article** 37                                      **JAC Case Number**

**Regarding**

On behalf of Mike Tassanari, Union alleges violation of Article 37 ongoing April 2001 to present. Union claims age discrimination and seeks a cease and desist.

**Decision Date** 4/22/2002

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that there is no violation of the contract.

**Company Position**

The dock work was being assigned by seniority and the grievant happens to be the junior employee on the shift, the fairly new dock supervisor was advised this was incorrect and the manner work is handed out was immediately corrected.

**Union Position**

The Union seeks the Company comply with the contract and cease and desist violation of Article 37. The grievant feels that he is being discriminated against by receiving the worst loads consistently. Some of his co-workers feel the same and ultimately signed a petition of such.

**ERJAC Case Number** C-218-95

**Year Heard** 1995

**Committee** Committee A

**Local Union** 707                      **and Company** Carolina Freight Carriers

**Grievant** Shirley Lakatos, Maureen Piccione

**Article** 37                                      **JAC Case Number**

**Regarding**

On behalf of Shirley Lakatos, Maureen Piccione (clerical), Union alleges violation of Article 37, discrimination; classified part time, should be full time.

**Decision Date** 10/23/1995

**Decision**

The panel, in executive session, motion made, seconded and carried that based on the facts and the language in the contract, there is no violation of the Agreement; therefore, the claim of the Union is denied.

**Company Position**

Local 707, Lakatos and Piccione have never offered any evidence that Carolina Freight Carriers has discriminated against them. Our offers and attempts to transfer these employees to the full time seniority list in accordance with the transfer language of the clerical appendix has been declined on several occasions.

**Union Position**

Discrimination against classification, terms, conditions of employment act prohibited by law. Classified part time, should be full time.

**ERJAC Case Number** C-103-00

**Year Heard** 2000

**Committee** Committee B

**Local Union** 992                      **and Company** Roadway Express

**Grievant** Daniel L. York

**Article** 37                                      **JAC Case Number**

**Regarding**

On behalf of Daniel L. York, Union alleges violation of Article 37 and all applicable on November 8 and 9, 1999 and ongoing. Union claiming harassment and discrimination by Supervisor 'Dan'.

**Decision Date** 7/25/2000

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that the company has the right to post valid rules which apply to all employees therefore, the claim of the Union is denied.

**Company Position**

The grievant was not harassed, he was asked to comply with company policy and procedure. The taking of lunches and breaks has been discussed at pre-shift meetings where Mr. York has been present. He feels he does not need to follow these procedures; that he doesn't need to account for his whereabouts when not in his work area to the supervisor.

**Union Position**

Grievant was harassed and discriminated against. He was told that he needed to report to the supervisor when he was leaving for each break and for lunch and also to report again each time he returned. The other workers are not asked to do this.

**ERJAC Case Number** C-89-03

**Year Heard** 2003

**Committee** Committee B

**Local Union** 771                      **and Company** Yellow Transportation

**Grievant** Michael Stellar

**Article** 37                                      **JAC Case Number**

**Regarding**

On behalf of Michael Stellar, Union alleges violation of Article 37 on June 1, 2003. Union claims Company is discriminating against jockeys by making them pick in seniority order.

**Decision Date** 10/28/2003

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that based on the facts presented in this case and the Point of Order, the claim of the Union is denied.

**Company Position**

The grievant's requested adjustment to "reinstate the marble roll system for work assignments" is rendered moot and negated by the new contract language. There is no violation of Article 37 or any other Article of our contract as seniority is applied in the selection of work.

**Union Position**

Company is discriminating against jockeys by making them pick in seniority order. Neither the dock or the city employees picked their work assignments by seniority and the grievant believes the same should be true for the jockey classification.

**ERJAC Case Number** C-43-05

**Year Heard** 2005

**Committee** Committee B

**Local Union** 776                      **and Company** Roadway Express

**Grievant** Mark Page

**Article** 37                                      **JAC Case Number**

**Regarding**

On behalf of Mark Page, Union alleges violation of Article 37. Union requests company cease discrimination due to religious beliefs.

**Decision Date** 4/27/2005

**Decision**

The Panel, in Executive Session, motion made, seconded and carried based on the facts in this instant case, the claim of the Union is denied.

**Company Position**

The grievant has worked Saturdays in the past and has the ability to exercise his seniority in order not to work on Saturdays.

**Union Position**

For the company cease discrimination due to religious beliefs.

**ERJAC Case Number** C-21-06

**Year Heard** 2006

**Committee** Committee B

**Local Union** 992                      **and Company** Roadway Express

**Grievant** Daniel York

**Article** 37                                      **JAC Case Number**

**Regarding**

On behalf of Daniel York, Union alleges violation of Article 37 and all applicable articles and rules on January 12, 2006. Union claims the supervisor used racial slurs and other negative comments towards the grievant that were insulting and discriminatory in nature.

**Decision Date** 7/18/2006

**Decision**

The Panel, in Executive Session, motion made, seconded and carried, based on the facts in this instant case, the claim of the Union is denied and the parties are encouraged to again show the jointly produced □Harassment in the Work Place□ video.

**Company Position**

N/A

**Union Position**

The grievant wants the supervisor discharged from his job since this is an ongoing issue with the supervisor. The shop steward suggested that the supervisor should receive some type of behavior modification counseling as the result of his remarks to the grievant.



**ERJAC Case Number** C-19-07

**Year Heard** 2007

**Committee** Committee B

**Local Union** 592 **and Company** Yellow Transportation

**Grievant** Garry Waller

**Article** 37

**JAC Case Number**

**Regarding**

On behalf of Garry Waller, Union alleges violation of Article 37 on January 8, 2007. Union claims grievant was singled out by dispatch for enforcement of Company's policies, claiming discrimination.

**Decision Date** 5/8/2007

**Decision**

The Panel, in Executive Session, motion made, seconded and carried, based on the facts presented, the claim of the Union is denied.

**Company Position**

N/A

**Union Position**

Grievant was singled out by dispatch for enforcement of Company's policies

**ERJAC Case Number** C-20-07

**Year Heard** 2007

**Committee** Committee B

**Local Union** 592                      **and Company** Yellow Transportation

**Grievant** Wayne White, Jr.

**Article** 37                                      **JAC Case Number**

**Regarding**

On behalf of Wayne White, Jr., Union alleges violation of Article 37 on January 26, 2007. Union claims grievant is not being allowed to speak freely, claiming discrimination.

**Decision Date** 5/8/2007

**Decision**

The Panel, in Executive Session, motion made, seconded and carried, based on the facts presented in this case, the claim of the Union is denied. There is no violation of Article 37.

**Company Position**

N/A

**Union Position**

Grievant was told he could not speak to Chuck Richardson while other employees are being allowed to speak freely to one another.

**ERJAC Case Number** C-45-08

**Year Heard** 2008

**Committee** Committee B

**Local Union** 509 **and Company** Yellow Transportation

**Grievant** Brian Daniel

**Article** 37 **JAC Case Number**

**Regarding**

On behalf of Brian Daniel, Union alleges violation of Article 37 on May 7, 8, 2008. Union seeks grievant be made whole all time worked by junior employee claiming harassment.

**Decision Date** 10/28/2008

**Decision**

The Panel, in Executive Session, motion made, seconded and carried the Company's point of order will be held in abeyance and the case will be heard on its merits. The Panel, in Executive Session, motion made, seconded and carried based on the facts in this instant case, the case is referred back to the parties.

**Company Position**

N/A

**Union Position**

Harassment by supervisor Hovis, puts grievant down as "pass" for Saturday and Sunday since he cannot let them know on Wednesday.

**ERJAC Case Number** C-3-12

**Year Heard** 2012

**Committee** Committee B

**Local Union** 592 **and Company** YRC, Inc.

**Grievant** Wayne White

**Article** 37 **JAC Case Number**

**Regarding**

On behalf of Wayne White, Union alleges violation of Article 37 ongoing. Union claims grievant is being discriminated against.

**Decision Date** 1/25/2012

**Decision**

The Panel, in Executive Session, motion made, seconded and carried, based on the facts presented in this instant case, there is no violation of Article 37 and the claim is denied.

**Company Position**

N/A

**Union Position**

Grievant is being discriminated against.

**ERJAC Case Number** C-23-12

**Year Heard** 2012

**Committee** Committee B

**Local Union** 592                      **and Company** YRC, Inc.

**Grievant** Wayne T. White, Jr.

**Article** 37                                      **JAC Case Number**

**Regarding**

On behalf of Wayne T. White, Jr., Union alleges violation of Article 37 on March 14, 2012. Union claims grievant believes he is being held to a higher standard than other employees.

**Decision Date** 7/24/2012

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that based on the facts and evidence presented in this case, the committee finds there is no violation of Article 37 and therefore the claim of the Union is denied.

**Company Position**

N/A

**Union Position**

Grievant believes he is being held to a higher standard than other employees.

**ERJAC Case Number** R-17-07

**Year Heard** 2007

**Committee** Committee B - Reports Due

**Local Union** 776                      **and Company** Roadway Express

**Grievant** Patrick Lynch

**Article** 37

**JAC Case Number**

**Regarding**

On behalf of Patrick Lynch, Union alleges violation of Article 37. Union seeks Company restore safe driving miles. NOTE: Pilot grievance for grievance numbers: 110524 and 120296. 7/25/2007 - ERJAC - The Panel, in Executive Session, motion made, seconded and carried, based on the facts presented there is no violation of Article 37. However, the case is referred back to the parties for resolution, to determine how and if safe driving miles are restored.

REPORT - November 13, 2007 - Notice received from K. LaCroix (Local 776) that the parties are unable to reach a resolution.

**Decision Date** 1/23/2008

**Decision**

The Panel, in Executive Session, motion made, seconded and carried the claim of the Union is denied.

**Company Position**

N/A

**Union Position**

Restore safe driving miles.

**ERJAC Case Number** C-046-95

**Year Heard** 1995

**Committee** Committee A

**Local Union** 25                      **and Company** New Penn Motor Express

**Grievant** John Tello

**Article** 37, 43

**JAC Case Number**

**Regarding**

On behalf of John Tello, Union alleges violation of Articles 37, 43, claiming Company refuses to post bid at proper time and discriminates against grievant.

**Decision Date** 1/23/1995

**Decision**

The Panel, in executive session, motion made, seconded and carried, that the claim of the Union is denied.

### **Company Position**

If we needed to have a 6:00 AM Somerville bid or to any other destination bid, we would post it. Of the three (3) destination bids available at 6:00 AM the grievant has the seniority to bid one. We will not design bids to suit Mr. Tello's schedule.

### **Union Position**

Company refuses to post a city bid for the Somerville, MA run at the time frame that the run has always been posted.

**ERJAC Case Number** R-042-96

**Year Heard** 1997

**Committee** Committee B

**Local Union** 171                      **and Company** ABF Freight System

**Grievant** Susan Barth

**Article** 37, 67

**JAC Case Number** 8-R-96

**Regarding**

On behalf of Susan Barth, Union alleges violation of Articles 37 and 67, Union claiming runaround on 12/5/95 and that the Company cease and desist from discriminatory practices.

**Decision Date** 1/28/1997

**Decision**

The panel, in executive session, motion made, seconded and carried that in this case, the Committee finds no discrimination and the claim of the Union is denied.

**Company Position**

Ms. Barth is treated as any other road driver is in Wytheville, VA under the same circumstances.

**Union Position**

Mrs. Barth feels that she was unreasonably delayed. We believe she suffered an abuse because of her sex and Union activities.



**ERJAC Case Number** R-125-96

**Year Heard** 1997

**Committee** Committee B

**Local Union** 171 **and Company** ABF Freight System

**Grievant** Susan Barth

**Article** 37, 67

**JAC Case Number**

**Regarding**

On behalf of Susan Barth, Union alleges violation of Articles 37 & 67 on May 29, 1996, Union claiming two (2) hours unnecessary delay and a cease and desist of discrimination.

**Decision Date** 1/27/1997

**Decision**

The panel, in executive session, motion made, seconded and carried that in this case, the Committee finds no discrimination and the claim of the Union is denied.

**Company Position**

We did not handle this any differently than we would any other employee that had been off due to sickness for five (5) months and had a physical by the Company doctor in order to assure that this employee could return to work.

**Union Position**

The grievant has informed the Local Union that several drivers have told her that when being off sick and calling in, they are placed on the dispatch board immediately. This is only one of the grievances she has filed claiming disparate treatment or discrimination.

**Committee** Committee A

**Local Union** 375                      **and Company** Yellow Transportation

**Grievant** John Bruckman

**Article** 38

**JAC Case Number**

**Regarding**

On behalf of John Bruckman, Union alleges violation of Article 38 (3) and all other pertinent Articles on October 1, 2002. Union seeks that Company be required to make the Health, Hospital and Pension contributions while grievant is on Family Medical Leave Act. 10/15/2002 - Amended - In addition, Local 375 on behalf of Mr. Bruckman is claiming all monies due him from July 14, 2002 through October 2, 2002 per filed grievance.

**Decision Date** 7/29/2003

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that based on the facts presented the claim of the Union is denied.

**Company Position**

The grievant wants the Company to pay health, welfare and pension benefits for the same time period he was off work using fraud, misrepresentation and dishonesty, in an amended grievance he also requests back wages. He is not due the monies as his time off for his requested FMLA was actually found, after investigation, to be used for him to run his own business.

**Union Position**

The Union is claiming that the grievant was on leave in accordance with the Family Medical Leave Act, to help take care of his mother. The Union is claiming that the Company should be required to make the Health, Hospital and Pension contributions while Mr. Bruckman is on Family Medical Leave Act.

**ERJAC Case Number** C-083-98

**Year Heard** 1998

**Committee** Committee B

**Local Union** 639                      **and Company** ABF Freight System

**Grievant** Charles Miller

**Article** 38

**JAC Case Number**

**Regarding**

On behalf of Charles Miller, Union alleges violation of Article 38(1) on April 16, 1998, Union requests grievant be made whole for balance of unused sick leave.

**Decision Date** 7/27/1998

**Decision**

The panel, in executive session, motion made, seconded and carried that the claim of the Union is denied.

**Company Position**

No sick leave is due the grievant. Each March the company has the employees to file a form claiming their unused sick leave and this is calibrated and paid shortly after April 1st of each year.

**Union Position**

The grievant received partial payment of his unused sick leave; however, the company deducted payment of sick leave they made to the grievant while performing modified work which he did not request or acknowledge receipt.

**ERJAC Case Number** C-145-98

**Year Heard** 1998

**Committee** Committee B

**Local Union** 391 **and Company** ABF Freight System

**Grievant** Jerry Whited

**Article** 38

**JAC Case Number**

**Regarding**

On behalf of Jerry Whited, Union alleges violation of Article 38 on September 17, 1998, Union requests grievant be made whole for proper sick leave.

**Decision Date** 10/26/1998

**Decision**

The panel, in executive session, motion made, seconded and carried that the claim of the Union is upheld.

**Company Position**

The grievant was out sick only one (1) day and could not have been hospitalized prior to September 7, 1998. It was never the intent nor does it imply that sick leave could be taken one (1) day at a time for any reason.

**Union Position**

The above-named employee contends ABF did not pay his sick leave which he qualified for under the interpretation of the National Grievance Committee. This claim is for all monies due.

**ERJAC Case Number** C-224-97

**Year Heard** 1998

**Committee** Committee A

**Local Union** 701 **and Company** Vallerie Transportation

**Grievant** All Affected Employees

**Article** 38

**JAC Case Number**

**Regarding**

On behalf of all affected employees, Union alleges violation of Article 38(1) from April 1, 1997 and ongoing, Union requests Company to pay for all sick days and benefits in accordance with the NMFA.

**Decision Date** 4/20/1998

**Decision**

The Panel, in executive session, motion made, seconded and carried that based on the evidence presented, the claim of the Union is upheld.

**Company Position**

Did not appear.

**Union Position**

As of April 1, 1997, pursuant to the National Master Freight Agreement all full time employees are entitled to five (5) sick days. Company is refusing to pay sick days.

**ERJAC Case Number** C-102-99

**Year Heard** 1999

**Committee** Committee B

**Local Union** 107                      **and Company** USF Red Star Express

**Grievant** Joe Kirkwood

**Article** 38                                      **JAC Case Number**

**Regarding**

On behalf of Joe Kirkwood, Union alleges violation of Article 38 on April 14, 1999. Union seeks grievant be paid forty (40) hours unused sick time.

**Decision Date** 10/26/1999

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that based on the facts and evidence presented, the claim of the Union is denied.

**Company Position**

The grievant's extended time off the job was due to hip replacement surgery unrelated to the job and he received no workers compensation benefits during this ten (10) month period of time; he did not work ninety (90) days in the time period he is requesting the sick time for.

**Union Position**

The Company did not pay Joe Kirkwood his contractual sick days as provided in Article 38. Requesting forty (40) hours of pay for unused sick time to be paid as of March 31, 1999.

**ERJAC Case Number** C-112-01

**Year Heard** 2001

**Committee** Committee A

**Local Union** 707                      **and Company** ABF Freight System

**Grievant** Richard Hyde

**Article** 38

**JAC Case Number**

**Regarding**

On behalf of Richard Hyde, Union alleges violation of Article 38(2) on June 18, 2001. Union seeks grievant be made whole one day's pay plus benefits for jury duty.

**Decision Date** 10/22/2001

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that the claim of the Union is upheld for four (4) hours in this instant case.

**Company Position**

The grievant did not qualify for jury duty pay in this instant case as a result of his own actions. According to his grievance he was released by the court at noon and got home at 2:00 PM. At no time from 2:00 PM on did he call the company, nor did he stop by the office on his way home, which is directly enroute. He merely showed up for his 0800 start the next morning.

**Union Position**

Mr. Hyde reported for jury duty. He was not selected and was excused. He returned to work the following day and he was not paid for that day. He complied with the NMFA.

**ERJAC Case Number** C-24-02

**Year Heard** 2002

**Committee** Committee A

**Local Union** 445                      **and Company** USF Red Star Express

**Grievant** John O'Brien

**Article** 38                                      **JAC Case Number**

**Regarding**

On behalf of John O'Brien, Union alleges violation of Article 38 on April 1, 2001. Union seeks grievant be made whole \$585.90 claiming Company did not pay five (5) days unused sick time.

**Decision Date** 7/23/2002

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that based on the facts presented, the claim of the Union is denied.

**Company Position**

The grievant gained seniority on April 3, 2000 at Newburgh terminal and he has never grieved this seniority date, also the basis for all New Hire pay rate adjustments. An employee must have remained on the seniority roster for one (1) complete year which runs April 1, 2000 through March 31, 2001.

**Union Position**

Company violated Article 38 by not paying unused sick days. The grievant worked all of the days that were scheduled in the first week of the contract year 2000.



**ERJAC Case Number** R-31-92

**Year Heard** 1992

**Committee** Committee A

**Local Union** 449                      **and Company** St. Johnsbury Trucking

**Grievant** Robert Beaver

**Article** 38

**JAC Case Number** R-31-92

**Regarding**

On behalf of Robert Beaver, Union alleged violation of Article 38, Section 2, claiming grievant is eligible for jury duty pay by satisfying all provisions of Article 38.

**Decision Date** 10/27/1992

**Decision**

The Panel, in executive session, motion made, seconded and carried that the grievant's claim is upheld for two days paid.

**Company Position**

Company maintained grievant failed to make himself available for work he could have performed thereby making himself ineligible for jury duty pay.

**Union Position**

Union maintained grievant satisfied all provisions of Article 38 to make himself eligible for jury duty pay.

**ERJAC Case Number** R-46-00

**Year Heard** 2000

**Committee** Committee A

**Local Union** 449                      **and Company** Roadway Express

**Grievant** Tom Kelty

**Article** 38

**JAC Case Number**

**Regarding**

On behalf of Tom Kelty, Union alleges violation of Article 38 on April 17, 2000 Union seeks grievant be made whole for five (5) sick days pay at scale. 7/25/2000 - The Panel, in Executive Session, could not reach agreement. The case is deadlocked.

**Decision Date** 9/5/2000

**Decision**

The Eastern Region Joint Area Review committee ruled that based upon review of the transcript and documents the clam of the Union is upheld for two (2) days sick pay. This case sets no precedent.

**Company Position**

On 5/1/00 the grievant filed this grievance requesting five (5) sick days when prior to the grievance, he tried to collect his sick days in violation of the agreement.

**Union Position**

Grievant went on sick board 4/17/00 and then retried on 5/1/00. Contract says three days off to get one sick day, he was off 14 days before he retired.

**ERJAC Case Number** C-144-00

**Year Heard** 2000

**Committee** Committee B

**Local Union** 557                      **and Company** ABF Freight System

**Grievant** Louis Reuter

**Article** 38

**JAC Case Number**

**Regarding**

On behalf of Louis Reuter, Union alleges violation of Article 38 on April 13, 2000. Union seeks grievant be made whole for five days of unused sick leave.

**Decision Date** 7/25/2000

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that based on the facts and evidence presented in this case, the claim of the Union is denied.

**Company Position**

The grievant did not work or get paid for ninety (90) days in the contract year as specified in the National Grievance Committee interpretation.

**Union Position**

Request payment for unused sick leave. If the Company followed the proper procedure, Mr. Reuter would not have been removed from the modified program prior to being evaluated by a second doctor for a final medical determination and would have qualified for payment of unused sick leave.

**ERJAC Case Number** C-59-04

**Year Heard** 2004

**Committee** Committee A

**Local Union** 249 **and Company** New Penn Motor Express

**Grievant** Regis Ryan

**Article** 38

**JAC Case Number**

**Regarding**

On behalf of Regis Ryan, Union alleges violation of Article 38, Section 1 on February 12, 2004. Union seeks grievant be made whole for sick days.

**Decision Date** 7/27/2004

**Decision**

The Panel, in Executive Session, motion made, seconded and carried based on the fact the grievant did not work ninety (90) days, the claim of the Union is denied.

**Company Position**

N/A

**Union Position**

Company denied sick days.

**ERJAC Case Number** R-21-08

**Year Heard** 2008

**Committee** Committee A

**Local Union** 641                      **and Company** New Penn Motor Express

**Grievant** Roy Paul

**Article** 38                                      **JAC Case Number**

**Regarding**

On behalf of Roy Paul, Union alleges violation of Article 38 (2) on April 5, 2008. Union seeks grievant be made whole four (4) days missed work plus health, welfare and pension and his sick days be put back.

**Decision Date** 10/29/2008

**Decision**

The Panel, in Executive Session, motion made, seconded and carried the case is deadlocked.

**Company Position**

N/A

**Union Position**

Grievant claims he had to call every evening for four (4) nights after 6:00 p.m., not affording him the time to rest for his road start time.

**ERJAC Case Number** R-14-09

**Year Heard** 2009

**Committee** Committee A

**Local Union** 449                      **and Company** YRC, Inc.

**Grievant** Dan Ayler

**Article** 38                                      **JAC Case Number**

**Regarding**

On behalf of Dan Ayler, Union alleges violation of Article 38 on May 22, 2009. Union seeks grievant be made whole four (4) days of jury duty pay of thirty-two (32) hours for \$740.48.

**Decision Date** 7/21/2009

**Decision**

The Panel, in Executive Session, motion made, seconded and carried based on the facts presented and the fact the grievant did not serve jury duty, the claim of the Union is denied.

**Company Position**

N/A

**Union Position**

Grievant had to be rested and available for jury duty each day; he could not report for to work and be rested by DOT regulations nor was he offered any work on the days in question.

**ERJAC Case Number** C-18-11

**Year Heard** 2011

**Committee** Committee A

**Local Union** 375                      **and Company** ABF Freight System

**Grievant** Donald L. Duchene, Jr.

**Article** 38

**JAC Case Number**

**Regarding**

On behalf of Donald L. Duchene, Jr., Union alleges violation of Article 38 (1) on January 7, 2011. Union seeks grievant be made whole five (5) sick days unused at rate of pay. 10/26/2011 - ERJAC - The Panel, in Executive Session, could not reach agreement. The case is deadlocked.

**Decision Date** 1/24/2012

**Decision**

The Eastern Region Joint Area Review Committee based upon a review of the transcripts and evidence ruled the claim of the Union is denied.

**Company Position**

N/A

**Union Position**

Seek Company pay unused sick days for 2010.

**ERJAC Case Number** C-142-97

**Year Heard** 1997

**Committee** Committee A

**Local Union** 633 **and Company** Vallerie Transportation

**Grievant** All Affected Employees

**Article** 38, 46, 48

**JAC Case Number**

**Regarding**

On behalf of all affected employees, Union alleges violation of Articles 38, 46 and 48, Union requests all affected employees be made whole for sick days and personal holidays when employees request them.

**Decision Date** 10/28/1997

**Decision**

The panel, in executive session, motion made, seconded and carried that the claim of the Union is upheld.

**Company Position**

If the court gives permission, the personal and sick days may be reduced or eliminated. Chapter 11 provides the company with this option, the plan has not been filed yet with the Federal Bankruptcy Court in Bridgeport, CT.

**Union Position**

The Company should compensate employees for five (5) sick days and two (2) personal holidays when the employees request them.



**ERJAC Case Number** C-50-94

**Year Heard** 1994

**Committee** Committee A

**Local Union** 597 **and Company** St. Johnsbury Trucking Co.

**Grievant** All Affected Employees

**Article** 38, 46, 48

**JAC Case Number** 7717V

**Regarding**

On behalf of all affected employees, Union alleges violation of Articles 38, 46, 48, claiming Company failed to pay sick pay, personal days.

**Decision Date** 6/2/1994

**Decision**

The Panel, in executive session, motion made, seconded and carried that based on the facts presented, the claim of the Union is denied.

**Company Position**

All employees who requested personal days with seven (7) days prior notice up through June 14, 1993 were paid. Since the Company filed Chapter 11 on June 14, 1993, all holidays falling after that date including personal holidays are not eligible. No employees worked a full contract year to qualify for lump sum payment of unused sick leave.

**Union Position**

As provided by the contract, all monies due must be paid immediately upon cessation of the closing.

**Committee** Committee B

**Local Union** 29                      **and Company** Yellow Transportation

**Grievant** All Affected Drivers

**Article** 39, 62

**JAC Case Number** 84-R-94

**Regarding**

On behalf of all affected drivers, Union alleges violation of Articles 62, 39, claiming Company using canceled work ruled on seniority; requesting compensation for any losses occurring. 4/24/95 - This case was heard October, 1994 by Committee B and deadlocked. It was referred January 1995 to a Sub-Committee of Dan Schmidt, Ron Jenkins, Pete Hassler, Andy Threatt for resolution. After submitting a report, the Executive Committee ruled: The Panel, in executive session motion made, seconded and carried to adopt the Sub-Committee report.

**Decision Date** 7/24/1996

**Decision**

The Arbitrator ruled that Section 6 of Article 62 assumes that there is mutual consent for a dispatch procedure which is contrary to the terms laid down in Section 5 of Article 62. Because the mutual consent no longer exists and because Section 5 embodies the contractual dispatch procedure terms, Section 5 must be applied as governing. Paragraph 21 of the 1992 dispatch procedure agreement cannot be applied as permitting the rest of its paragraphs to live on into perpetuity. The Company is given a few weeks' time for implementation planning purposes and is directed to commence the changeover from the application of the 1992 dispatch procedure agreement to the application of Section 5 on or before September 29, 1996.

**Company Position**

The work rules being implemented were agreed to and signed on 10/24/90 by Francis Lloyd himself and number 11 of the rules states, "These work rules remain in effect and can only be changed by mutual agreement between the Company and the Local Union".

**Union Position**

The Company is in violation of the contract by using work rules that were canceled at the expiration of the past contract with a notice from the Local Union dated October 22, 1993.

**ERJAC Case Number** C-19-11

**Year Heard** 2011

**Committee** Committee A

**Local Union** 249                      **and Company** ABF Freight System

**Grievant** Keith Frank

**Article** 4                                      **JAC Case Number**

**Regarding**

On behalf of Keith Frank, Union alleges violation of Article 4 on February 8, 2011. Union seeks a cease and desist claiming Company questioned and interviewed a grievant from Local 249 without giving the steward the chance to be present.

**Decision Date** 4/19/2011

**Decision**

The Panel, in Executive Session, motion made, seconded and carried the claim of the Union is denied.

**Company Position**

N/A

**Union Position**

Company questioned and interviewed a grievant from Local 249 without giving the steward the chance to be present.

**ERJAC Case Number** C-27-07

**Year Heard** 2007

**Committee** Committee A

**Local Union** 375                      **and Company** New Penn Motor Express

**Grievant** Michael Wach

**Article** 4, 21

**JAC Case Number**

**Regarding**

On behalf of Michael Wach, Union alleges violation of Articles 4 and 21 on January 21, 2007. Union seeks grievant be made whole for every day he did not work since he was laid off claiming Company threatened to layoff steward for asking for information on a potential grievance.

**Decision Date** 1/23/2008

**Decision**

The Panel, in Executive Session, motion made, seconded and carried the claim of the Union is denied.

**Company Position**

N/A

**Union Position**

The Company refused at first to give the information that was requested and then laid off Mr. Wach.

**ERJAC Case Number** C-330-96

**Year Heard** 1997

**Committee** Committee B

**Local Union** 391 **and Company** Consolidated Freightways

**Grievant** Bobby Cherry

**Article** 40

**JAC Case Number**

**Regarding**

On behalf of Bobby Cherry, Union alleges violation of Article 40, Combination City/Road work. 10/22/96  
- The panel, in executive session, motion made, seconded and carried that this case is referred to the Carolina Negotiating Committee. Failure to resolve results in this case being forwarded to Arbitration.

**Decision Date** 1/27/1997

**Decision**

The Panel, in executive session, motion made, seconded and carried to adopt the Negotiating Committee's report./ Therefore, based on the facts presented in this instant case, the claim of the Union is denied.

**Company Position**

It is the Company's position that we have not violated any Article of either the city cartage or road contract by our use of the road driver out of Wilson, NC Service Center, but in fact are in compliance with both contracts.

**Union Position**

The road driver is picking up and delivering freight in areas which local city drivers should be doing and that they have always performed in the past.

**Committee** Committee B

**Local Union** 71                      **and Company** Consolidated Freightways

**Grievant** Mark Gabbert

**Article** 40

**JAC Case Number** 605-C-99

**Regarding**

On behalf of Mark Gabbert, Union alleges violation of Article 40 and all appropriate Articles on July 27, 1999. Union seeks grievant be made whole for management performing bargaining unit work. 4/18/2000 - The Panel, in Executive Session, motion made, seconded and carried that this case is referred to a Sub-Committee of Gary Quinn and Frank Wood to determine whether or not the work in question is shared work. Committee B holds jurisdiction.

**Decision Date** 4/13/2000

**Decision**

The Panel, in Executive Session, motion made, seconded and carried to accept the recommendation of the Sub-Committee that as it related to the opening/closing of trailer doors, the bargaining unit employees should routinely open and close the trailer doors. Should management have the need to inspect a load or trailer, the trailer door may be opened/closed by management and the door should be returned to its original position by management following the inspection.

**Company Position**

The work in question is closing and sealing a trailer door which has historically been shared work and takes less than 30 seconds to perform.

**Union Position**

The work in question is bargaining unit work which the grievant should have performed.

**ERJAC Case Number** C-135-95

**Year Heard** 1995

**Committee** Committee B

**Local Union** 312                      **and Company** Consolidated Freightways

**Grievant** Affected Drivers

**Article** 40

**JAC Case Number**

**Regarding**

On behalf of nine drivers, Union alleges violation of Article 40, claiming road drivers dropped 9 sets of doubles on 9/3, 9/4/94; requesting 8 hours' pay at time and one-half for each driver.

**Decision Date** 10/23/1995

**Decision**

4/23/95 - The Panel, in executive session, motion made, seconded and carried that this case is referred to the Philadelphia Negotiating Committee. This Committee holds jurisdiction. 10/23/95 - The Panel, in executive session, motion made, seconded and carried to adopt the Committee report. Therefore, the claim of the Union is denied.

**Company Position**

The customer needed equipment spotted as soon as possible. All local employees worked or were out of hours. Getting the trailers spotted at the customer's facility generated additional work for local employees because they then picked up these same trailers.

**Union Position**

Contract was violated by sending nine (9) road employees over a weekend into a customer's location. This is local cartage work; using road employees is a violation of Article 40.

**ERJAC Case Number** C-10-06

**Year Heard** 2006

**Committee** Committee B

**Local Union** 776                      **and Company** USF Holland Motor Express

**Grievant** All Employees

**Article** 40

**JAC Case Number** 11-05-010CP

**Regarding**

On behalf of all employees, Union alleges violation of Article 40. Union claims company is using non-union employees to fuel equipment. 10/7/2005 - HBG JLC - The Panel, in Executive Session, could not reach agreement. This case is deadlocked. 11/9/2005 - CPA JAGC - The Panel, in Executive Session, could not reach agreement. This case is deadlocked. 1/17/2006 - ERJAC - The Panel, in Executive Session, could not reach agreement. The case is deadlocked.

**Decision Date** 3/9/2006

**Decision**

The Eastern Region Joint Area Review Committee based upon a review of the transcripts and evidence ruled the moving of equipment for the purpose of fueling is bargaining unit work and cannot be performed by the vendor. The actual fueling of equipment may be continued to be performed by other than bargaining unit people.

**Company Position**

The Company is using an outside vendor to fuel equipment. The fueling of equipment has never been the Union's work.

**Union Position**

The Company is using non-union employees to fuel equipment. This is bargaining unit work.



**ERJAC Case Number** C-25-07

**Year Heard** 2007

**Committee** Committee B

**Local Union** 470                      **and Company** ABF Freight System

**Grievant** Fred Thompson

**Article** 40

**JAC Case Number** 12-06-003P

**Regarding**

On behalf of Fred Thompson, Union alleges violation of Article 40 (C) on October 23, 2006 and ongoing. Union claims Company should pay rigging rate. 4/9/2007 - PHIL JAC - The Panel, in Executive Session, could not reach an agreement. This case is deadlocked.

**Decision Date** 5/9/2007

**Decision**

The Panel, in Executive Session, motion made, seconded and carried the claim of the Union is denied.

**Company Position**

There is no violation of the contract as special work is not being performed by the employees and there is no rigging rate in the Philadelphia Supplement.

**Union Position**

Union requests this committee to establish a rate to satisfy this type of work, which we view as rigging and is much different than the normal every day operation.

**ERJAC Case Number** R-29-05

**Year Heard** 2005

**Committee** Committee B

**Local Union** 391                      **and Company** USF Holland Motor Express

**Grievant** Stephen Lewis

**Article** 40, 42

**JAC Case Number**

**Regarding**

On behalf of Stephen Lewis, Union alleges violation of Articles 40, 42 and all appropriate articles on January 30, 2005. Union seeks grievant be placed in proper position on the road seniority list and made whole all lost wages and benefits claiming improper seniority date of March 1, 2005; should read January 30, 2005.

**Decision Date** 7/19/2005

**Decision**

The Panel, in Executive Session, motion made, seconded and carried based on the facts presented in this case, the claim of the Union is denied.

**Company Position**

The grievant agreed to return to work at USF Holland under the conditions outlined in the phone call on February 28, 2005.

**Union Position**

Stephen Lewis was terminated as probationary on February 22, 2005. He was contacted by USF Holland and offered settlement to be reinstated. Grievant feels he should have a seniority date of January 30, 2005.

**ERJAC Case Number** C-8-06

**Year Heard** 2006

**Committee** Committee B

**Local Union** 107                      **and Company** USF Holland Motor Express

**Grievant** All Seniority and Probationary

**Article** 40, 42

**JAC Case Number** 12-04-062P

**Regarding**

Alleged violation of Articles 40 & 42 on an ongoing basis. Union requests cease and desist of practice allowing outside agency to fuel equipment on Company property, claiming all affected employees be made whole for lost work opportunity. 10/11/2005 - PHIL JAC - The Panel, in Executive Session could not reach agreement. The case is deadlocked. 1/17/2006 - ERJAC - The Panel, in Executive Session, could not reach agreement. The case is deadlocked.

**Decision Date** 3/9/2006

**Decision**

The Eastern Region Joint Area Review Committee based upon a review of the transcripts and evidence ruled the moving of equipment for the purpose of fueling is bargaining unit work and cannot be performed by the vendor. The actual fueling of equipment may be continued to be performed by other than bargaining unit people. There is no monetary award.

**Company Position**

The Company is using an outside vendor to fuel. This work has never been bargaining unit work.

**Union Position**

The Company is allowing a non-union person to fuel. This is bargaining unit work.

**ERJAC Case Number** R-18-09

**Year Heard** 2009

**Committee** Committee B

**Local Union** 71                      **and Company** YRC, Inc.

**Grievant** Rudy Banik

**Article** 40, 42

**JAC Case Number** 181R09

**Regarding**

On behalf of Rudy Banik, Union alleges violation of Articles 40, 42 and all appropriate Articles on March 8, 2009. Union seeks grievant be made whole one (1) hour runaround pay. 6/10/2009 - Carolina Bi-State - The Panel in Executive Session motion made the claim of the Union is upheld. Motion did not carry. The case is deadlocked. NOTE: Pilot case for Carolina Bi-State case 184R09 (grievant Jeff Evitt).

**Decision Date** 7/21/2009

**Decision**

The Panel, in Executive Session, motion made, seconded and carried based on the facts presented in this instant case, the claim of the Union is denied.

**Company Position**

The Company ran around the grievant when they sent a turn based man to Atlanta, which was not his bid ahead of the extra board.

**Union Position**

The Company sends turn men ahead of the extra board.

**ERJAC Case Number** R-14-03

**Year Heard** 2003

**Committee** Committee B

**Local Union** 391                      **and Company** Yellow Transportation

**Grievant** Jan Colvin

**Article** 40, 42, 50

**JAC Case Number** 3-R03

**Regarding**

On behalf of Jan Colvin, Union alleges violation of Articles 40, 42 & 50 on November 9, 2002. Union seeks grievant be made whole for all lost earnings and benefits for runaround claim.

**Decision Date** 4/29/2003

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that based on the facts presented in this instant case the claim of the Union is upheld.

**Company Position**

There is protection language in the Carolina Supplement that protects Carolina drivers when foreign power runs to other than their home, however, it is to protect drivers when foreign power takes their work. This was clearly not the case as dispatch at COL is not the work of the HIP domicile. There was no lost work to the HIP domicile.

**Union Position**

The grievant contends he was runaround on 11/09/02 by driver R. Smith, LCP driver. Brother Colvin was rested on 11/08/02 at 1400 and was not called until 11/11/02 at 2130. This claim is for lost trip to Columbus, OH and return to High Point and cease and desist of this practice by Yellow Transportation.

**ERJAC Case Number** R-16-03

**Year Heard** 2003

**Committee** Committee B

**Local Union** 391 **and Company** Yellow Transportation

**Grievant** Ralph Paulus

**Article** 40, 42, 50

**JAC Case Number** 350-R02

**Regarding**

On behalf of Ralph Paulus, Union alleges violation of Articles 40, 42 & 50 on July 27, 2002. Union seeks grievant be made whole for all lost earnings and benefits for runaround claim.

**Decision Date** 4/29/2003

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that based on the facts presented in this instant case the claim of the Union is upheld.

**Company Position**

There is protection language in the Carolina Supplement that protects Carolina drivers when foreign power runs to other than their home, however, it is to protect drivers when foreign power takes their work. This was clearly not the case as dispatch at COL is not the work of the HIP domicile. There was no lost work to the HIP domicile.

**Union Position**

The grievant contends he was runaround on 7/27/02 by Cleveland driver Caskey, at 0001. Brother Paulus was rested and available for this work and was not called until 7/29/02 at 2300. This claim is for all lost monies and benefits.

**ERJAC Case Number** R-17-03

**Year Heard** 2003

**Committee** Committee B

**Local Union** 391 **and Company** Yellow Transportation

**Grievant** Ralph Paulus

**Article** 40, 42, 50

**JAC Case Number** 2-R03

**Regarding**

On behalf of Ralph Paulus, Union alleges violation of Articles 40, 42 & 50 on November 24, 2002. Union seeks grievant be made whole for all lost earnings and benefits for runaround claim.

**Decision Date** 4/29/2003

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that based on the facts presented in this instant case the claim of the Union is denied.

**Company Position**

Charlotte driver Chandler was a man in motion. Additionally, there was no dispatch from HIP to either CTI or LCP, the two points that HIP drivers run. This claim is without merit and should be denied.

**Union Position**

The grievant contends he was runaround on 11/24/02 by CNC driver Chandler. Driver Chandler pulled Cincinnati, OH loads to CNC from High Point, NC. This work is primarily for High Point drivers. Brother Paulus was rested on 11/22/02 at 1700 and was not dispatched until 11/25/02 at 2330. This claim is for the complete trip to and return Cincinnati, OH to High Point, NC.

**ERJAC Case Number** R-57-01

**Year Heard** 2001

**Committee** Committee B

**Local Union** 71                      **and Company** Consolidated Freightways

**Grievant** McCullen Lewis

**Article** 40, 42, 50

**JAC Case Number** 58-R01

**Regarding**

On behalf of McCullen Lewis Union alleges violation of Articles 40, 42, 50 and all appropriate Articles on December 21, 2000. Union seeks grievant be made whole four (4) hours penalty.

**Decision Date** 7/24/2001

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that based on the facts presented in this instant case, the claim of the Union is denied.

**Company Position**

Drivers are allowed to perform their own drop and hooks, and there is no bid switcher on duty at the terminal.

**Union Position**

The grievant was required to hook multiple trailers that were closed prior to his arrival at the terminal. City employees were available to perform the hooks. The grievant should be paid penalty pay for performing this city work.



**ERJAC Case Number** R-14-00

**Year Heard** 2000

**Committee** Committee B

**Local Union** 391 **and Company** ABF Freight System

**Grievant** Robert Young

**Article** 40, 42, 50

**JAC Case Number** 275R99

**Regarding**

On behalf of Robert Young, Union alleges violation of Articles 40, 42, 50 and all appropriate Articles on March 22, 1999. Union claiming improper bid cancellation. 1/25/2000 - The Panel, in Executive Session, could not reach agreement. This case is deadlocked. 2/29/2000 - The Panel, in Eastern Region Joint Area Review Committee ruled that based upon a review of the transcript and documents, this case is referred to the Carolina Over-the-Road Negotiating Committee to make a recommendation to the Review Committee. This Committee holds jurisdiction. 9/5/00 - ERJARC Forwarded this case for hearing to the NGC.

**Decision Date** 9/27/2000

**Decision**

The National Grievance Committee on September 27, 2000 adopted a motion that based upon a review of the transcript, the claim of the Union is denied in this instant case.

**Company Position**

The Company was proper in how they handled the canceled bid.

**Union Position**

The Company violated the one-for-one rule within the bid day.

**ERJAC Case Number** R-16-06

**Year Heard** 2006

**Committee** Committee B

**Local Union** 391 **and Company** Roadway Express

**Grievant** Donnie Fontaine

**Article** 40, 42, 50

**JAC Case Number** 84-R06

**Regarding**

On behalf of Donnie Fontaine, Union alleges violation of Articles 40, 42, 50 and all appropriate articles on or about June 7, 2005. Union seeks any and all drivers be made whole claiming runaround. NOTE: CAROL JAC - Deadlocked on Company's Point of Order.

**Decision Date** 4/25/2006

**Decision**

The Company withdrew its point of order. The Panel in Executive Session, motion made, seconded and carried the case is sent back to the Carolina JAC to be heard on its merits.

**Company Position**

Company raised a Point of Order that the case is non-factual, untimely, the wrong article is noted, it is not a runaround issue and they offer an improper remedy.

**Union Position**

The grievant was laid off and not offered work and that Brother Higley is retired and maintains a bid to Nashville, TN. If this is the case, Higley may have runaround the entire extra board and laid off drivers at Winston-Salem, NC.

**ERJAC Case Number** R-12-08

**Year Heard** 2008

**Committee** Committee B

**Local Union** 391                      **and Company** Roadway Express

**Grievant** Fred Pruett

**Article** 40, 42, 50

**JAC Case Number** 164R08

**Regarding**

On behalf of Fred Pruett, Union alleges violation of Articles 40, 42 and 50 on August 15, 2007. Union seeks grievant be made whole for all lost mileage and bed time. 2/13/2008 - Carolina Bi-State - The Panel in Executive Session could not reach agreement. The case is deadlocked.

**Decision Date** 7/23/2008

**Decision**

The Panel, in Executive Session, motion made, seconded and carried the claim of the Union is upheld.

**Company Position**

The grievant was paid for all miles driven. There is no penalty for an extra board driver having his dispatch changed.

**Union Position**

The grievant was not dispatched to his destination as a result of him running out of hours due to breakdown. The Company broke his dispatch and, therefore, he is owed bed time.

**ERJAC Case Number** C-21-10

**Year Heard** 2010

**Committee** Committee B - Reports Due

**Local Union** 391 **and Company** ABF Freight System, Inc.

**Grievant** Bobby Minor for All Affected

**Article** 40, 42, 56

**JAC Case Number** 129M10

**Regarding**

On behalf of all affected, Union alleges violation of Articles 40, 42, 56 and all other appropriate articles.. Claim for all mechanics on affected shift be paid per the March 2008 MOU claiming Company failed to offer overtime to the shift. 6/8/2010 - Carolina Bi-State - The Panel, in Executive Session could not reach agreement. The case is deadlocked.

**Decision Date** 7/21/2010

**Decision**

The Panel, in Executive Session, motion made, seconded and carried the case is referred back to the parties. The Panel retains jurisdiction.

**Company Position**

Anything other than minor repairs for trailers in accidents have been farmed out for years. This was major damage which the shop is not equipped to perform.

**Union Position**

The Company has farmed out work that was performed in the Winston shop in the past.

**ERJAC Case Number** C-080-98

**Year Heard** 1998

**Committee** Committee B

**Local Union** 71                      **and Company** USF Red Star Express

**Grievant** Kenneth Clair

**Article** 40, 42, 61

**JAC Case Number** 256R98

**Regarding**

On behalf of Kenneth Clair, Union alleges violation of Articles 40(2), 42(6) and 61(6) on March 12, 1998, Union requests grievant be made whole for all lost wages and benefits.

**Decision Date** 10/26/1998

**Decision**

The panel, in executive session, motion made, seconded and carried that the claim of the Union be denied.

**Company Position**

Company has offered to the laid off city employees the opportunity to run the extra road trips prior to the use of the casual. To date, there was only one trip that any laid off city employees elected to run out of five (5) total trips.

**Union Position**

On March 12, 1998, a casual was offered a road trip. Two (2) people were on layoff and grievant was not offered work. Requesting all compensation for all lost wages and benefits.

**ERJAC Case Number** C-001-95

**Year Heard** 1995

**Committee** Committee A

**Local Union** 404                      **and Company** Yellow Transportation

**Grievant** Gerry Spencer

**Article** 40, 43

**JAC Case Number**

**Regarding**

On behalf of Gerry Spencer, Union alleges violation of Articles 40, 43, claiming Company transferred work to non-union carrier on 6/22/94; requesting grievant be made whole.

**Decision Date** 1/24/1995

**Decision**

The panel, in executive session, motion made, seconded and carried that there is no violation of Articles 40, 43; therefore, the claim of the Union is denied.

**Company Position**

Company maintained that there is no violation of the contract and asks the claim be denied.

**Union Position**

Union maintained that the grievant has performed this work in the past. Union claiming one (1) hour at the applicable rate for all lost work opportunity.

**ERJAC Case Number** C-63-00

**Year Heard** 2000

**Committee** Committee A

**Local Union** 671 **and Company** ABF Freight System

**Grievant** All Affected

**Article** 40, 43

**JAC Case Number** 99-0614-B

**Regarding**

On behalf of All Affected, Union alleges violation of Articles 40 and 43 on April 23, 1999. Union claiming Company using non-bargaining unit employees to make pick-ups. 6/99- Com POO D/L to ERJAC. 7/99 - ERJAC - Denied POO, referred back to be heard on merits. 9/99 - Committee referred to parties for resolution. 3/15/00 - The Panel in Executive Session could not agree. Case is deadlocked to ERJAC. 4/18/2000 - The Panel, in Executive Session, motion made and seconded that based on the facts presented, the claim of the Union be denied. Motion deadlocked.

**Decision Date** 9/5/2000

**Decision**

The Eastern Region Joint Area Review Committee ruled that based upon review of the transcript and documents in this instant case, there is no violation of Article 40 and Article 43 of the NE Supplemental Agreement.

**Company Position**

Every employee either worked or was called for work on the day in question. Company then used interline service to handle overflow freight under Article 32 of the NMFA in order to protect its customers. Further, there is no grievance for lost work opportunity or earnings from anyone.

**Union Position**

Company used non-bargaining unit employees to make three (3) pick-ups on April 23, 1999 when regular seniority employees were available to do this work but not offered.

**ERJAC Case Number** C-066-96

**Year Heard** 1996

**Committee** Committee A

**Local Union** 560                      **and Company** Carolina Freight Carriers

**Grievant** John Ryan, et al

**Article** 40, 44                                      **JAC Case Number**

**Regarding**

On behalf of John Ryan, et al, Union alleges violation of Articles 40, 44 on June 19, 1995, Union claiming all affected be made whole for all lost wages and benefits.

**Decision Date** 4/22/1996

**Decision**

The panel, in executive session, motion made, seconded and carried that based on the facts presented, there is no violation of the agreement. However, in all future problems which may arise on implementation of a change of operations the Company is instructed to meet and discuss all such issues with the Local Union.

**Company Position**

The change (MC-CO-14-11/89) essentially converted the Company's network from numerous regional breakbulks to fewer but much larger breakbulk hubs. As a result, our city terminals began to load only one hub and eliminated the majority of their platform handling on their outbound shifts.

**Union Position**

Violation of running loads out of the Pinebrook, NJ area, bypassing platform work and going to breakbulk, (Newark, NJ).



**ERJAC Case Number** C-48-94

**Year Heard** 1994

**Committee** Committee A

**Local Union** 597                      **and Company** St. Johnsbury Trucking Co.

**Grievant** All Affected Employees

**Article** 40, 46

**JAC Case Number** 7709V

**Regarding**

On behalf of all affected employees, Union alleges violation of Articles 40, 46, claiming Company failed to notify Local of closing 30 days in advance.

**Decision Date** 6/2/1994

**Decision**

The Panel, in executive session, motion made, seconded and carried that based on the facts presented, the claim of the Union is denied.

**Company Position**

At no time until late in the week before June 14, 1993 did St. Johnsbury “contemplate” closing our operations in their entirety.

**Union Position**

The Company failed to notify Local of closing thirty (30) days in advance.

**ERJAC Case Number** R-16-02

**Year Heard** 2002

**Committee** Committee B

**Local Union** 71 **and Company** Consolidated Freightways

**Grievant** Mark Spicer

**Article** 40, 50

**JAC Case Number** 569-R01

**Regarding**

On behalf of Mark Spicer, Union alleges violation of Articles 40, 50 and all appropriate Articles on August 2, 2001. Union seeks grievant be made whole four (4) hours city pay. 1/22/2002 - The Panel, in Executive Session, motion made, seconded and carried that this case is referred to the Carolina Negotiating Committee for resolution. Committee B holds jurisdiction.

**Decision Date** 4/23/2002

**Decision**

The Panel, in the Executive Session, motion made, seconded and carried to adopt the recommendation of the Carolina Bi-State: Based on the facts presented in this instant case, the claim of the Union is denied.

**Company Position**

The grievant is claiming four hours penalty pay for doing city work. The work in question was a drop and hook and at the terminal in question the road drivers are permitted to do their own drop and hooks as there is no bid switcher.

**Union Position**

The grievant was instructed to hook multiple trailers that were closed prior to his arrival when necessary equipment and employees were on duty.

**ERJAC Case Number** C-091-98

**Year Heard** 1998

**Committee** Committee B

**Local Union** 391 **and Company** Consolidated Freightways

**Grievant** Dennis Little

**Article** 40, 60

**JAC Case Number** 61C98

**Regarding**

On behalf of Dennis Little, Union alleges violation of Articles 40 and 60 on December 17, 1997, Union claiming that Company is allowing road drivers to deliver and pick up freight within the 25 mile radius.

**Decision Date** 7/28/1998

**Decision**

The panel, in executive session, motion made, seconded and carried that the claim of the Union is denied.

**Company Position**

The Union and grievant are in error as on December 17, 1997, the road driver did not fingerprint any freight within twenty-five (25) miles of the terminal and further the road driver made a pickup of 638 pounds of freight at Emporia, VA, which is well outside seventy-five (75) direct highway miles.

**Union Position**

The company is allowing over-the-road drivers to deliver and pickup freight (fingerprint) within the twenty-five (25) mile radius of the zero point in the terminal city. The road driver is not delivering or picking up freight beyond the seventy-five (75) direct highway miles of the home terminal. The city drivers were denied work opportunity.

**ERJAC Case Number** C-069-97

**Year Heard** 1997

**Committee** Committee A

**Local Union** 317                      **and Company** New Penn Motor Express

**Grievant** All City Men

**Article** 40, 61

**JAC Case Number** C-06-97

**Regarding**

On behalf of all city men, Union alleges violation of Articles 40(1), 61(3C) and 62, Union claiming eight (8) hours pay and benefits for each instance grieved.

**Decision Date** 4/22/1997

**Decision**

The panel, in executive session, motion made, seconded and carried that based on the facts in this instant case, the claim of the Union is denied.

**Company Position**

Company maintained there is no violation of the contract and there is no practice prohibiting road men from being dispatched from a door versus the yard.

**Union Position**

Union maintained that city people have always pulled road units away from the dock area to the ready line.

**ERJAC Case Number** C-278-96

**Year Heard** 1996

**Committee** Committee A

**Local Union** 701                      **and Company** ABF Freight System

**Grievant** Mark Dultz

**Article** 41

**JAC Case Number** 96-07-03

**Regarding**

On behalf of Mark Dultz, Union alleges violation of Article 41, Section 4(2) on April 10, 1996 and ongoing, Union claiming Company is circumventing the triggering mechanism.

**Decision Date** 10/21/1996

**Decision**

The panel, in executive session, motion made, seconded and carried that based on the evidence presented in this case, the claim of the Union is denied.

**Company Position**

Company maintains that there was no violation of the contract on April 10, 1996.

**Union Position**

Union maintains that the grievant should have been worked on April 10, 1996; therefore, triggering his placement on the seniority list as per the agreement between locals 560, 701, 707 and ABF in October 11, 1995.

**ERJAC Case Number** R-047-96

**Year Heard** 1996

**Committee** Committee B

**Local Union** 776                      **and Company** Consolidated Freightways

**Grievant** A. Avola

**Article** 42                                      **JAC Case Number** 01-96-010

**Regarding**

On behalf of A. Avola, Union alleges grievant was runaround on July 10, 1995, Union claiming grievant be made whole.

**Decision Date** 4/22/1996

**Decision**

The panel, in executive session, motion made, seconded and carried that the claim of the Union is upheld for one-half hour in this instant case.

**Company Position**

Grievant was worked in proper seniority order based on the first-in, first-out procedure agreed to prior to the new bids' being put into place.

**Union Position**

Grievant was already off rest when another employee was put to work.

**ERJAC Case Number** C-078-96

**Year Heard** 1996

**Committee** Committee B

**Local Union** 771                      **and Company** Roadway Express

**Grievant** Lewis H. Nixon

**Article** 42

**JAC Case Number** 02-96-030

**Regarding**

On behalf of Lewis H. Nixon, Union alleges violation of Article 42, Union claiming 5 and 1/2 hours wages on runaround.

**Decision Date** 4/22/1996

**Decision**

The panel, in executive session, motion made, seconded and carried that based on the facts, the claim of the Union is denied.

**Company Position**

Grievant does not have a phone; he has a beeper that takes messages. Grievant was called and a message was left on his beeper, but he did not show up.

**Union Position**

Company called grievant, who was out all day, for work the next day. He should have been called two (2) hours prior to his work reporting time.

**ERJAC Case Number** C-113-96

**Year Heard** 1996

**Committee** Committee B

**Local Union** 391                      **and Company** ABF Freight System

**Grievant** David Wright

**Article** 42

**JAC Case Number** 39C96

**Regarding**

On behalf of David Wright, Union alleges violation of Article 42, Union requests grievant be allowed reassignment.

**Decision Date** 4/22/1996

**Decision**

Based on the facts presented in this case, the claim of the Union is upheld and the matter is referred back to the parties for the development of guidelines for the implementation of this decision. There is no monetary claim.

**Company Position**

Based on the contract language, it is the Company's position that an employee that is laid off must take reassignment within seven (7) days from the date of layoff and then after they take reassignment they are in that classification until the work force is either increased or decreased in a subsequent recall or layoff.

**Union Position**

Grievant, a laid off city driver, requested reassignment to the dock and was denied this request because he did not make the request within seven (7) days of layoff. The Local Union is requesting that he be allowed to take reassignment in accordance with the contract.



**ERJAC Case Number** R-171-96

**Year Heard** 1996

**Committee** Committee B

**Local Union** 429                      **and Company** Preston Trucking Co.

**Grievant** Paul Semonowitz

**Article** 42

**JAC Case Number** 08-96-187

**Regarding**

On behalf of Paul Semonowitz, Union alleges violation of Article 42, Union requests grievant be made whole for 64 miles.

**Decision Date** 10/23/1996

**Decision**

The panel, in executive session, motion made, seconded and carried that based on the facts in this instant case, the claim of the Union is denied.

**Company Position**

Grievant earned more money than what his bid would earn. There was no loss of earnings.

**Union Position**

Grievant never reached his bid point. In the past, Company paid these types of grievances when a bid is broken.

**ERJAC Case Number** C-084-97

**Year Heard** 1997

**Committee** Committee A

**Local Union** 294                      **and Company** Preston Trucking Co.

**Grievant** Gary Kane

**Article** 42

**JAC Case Number** C-23-97

**Regarding**

On behalf of Gary Kane, Union alleges violation of Article 42 on September 23 and 24, 1996, Union claiming that the doctor improperly held grievant out of service.

**Decision Date** 4/22/1997

**Decision**

The panel, in executive session, motion made, seconded and carried that based on the facts in this instant case, the claim of the Union is upheld for one (1) day.

**Company Position**

Company maintained they were unable to work grievant due to no valid certification.

**Union Position**

Union maintained that the doctor improperly held grievant out of service.

**ERJAC Case Number** C-100-97

**Year Heard** 1997

**Committee** Committee B

**Local Union** 776                      **and Company** ABF Freight System

**Grievant** Frank E. Reasner

**Article** 42

**JAC Case Number** 06-96-148

**Regarding**

On behalf of Frank E. Reasner (Pilot), Union alleges violation of Article 42, Union claiming eight (8) hours holiday wages and benefits. **4/22/97** - The panel, in executive session, motion made, seconded and carried that this case is referred to the Central Pennsylvania Negotiating Committee. Committee B holds jurisdiction. 8/18/97 - CPA NEG - Reported that the claim of the Union was denied.

**Decision Date** 10/29/1997

**Decision**

The panel, in executive session, motion made, seconded and carried to accept the Central Pennsylvania Negotiating Committee report that the claim of the Union is denied.

**Company Position**

Dock/City bid employees were working and went to rail yard. They did not perform pickup/delivery work, only rail work which historically is their work.

**Union Position**

Junior employee was taken from dock for city work; city worker, grievant, was not called.

**ERJAC Case Number** R-046-97

**Year Heard** 1997

**Committee** Committee B

**Local Union** 71                      **and Company** USF Holland Motor Express

**Grievant** Charles Edwards

**Article** 42

**JAC Case Number** 574R96

**Regarding**

On behalf of Charles Edwards, Union alleges violation of Article 42 on October 30, 1996, Union requests grievant be made whole for all lost wages and benefits.

**Decision Date** 1/29/1997

**Decision**

The panel, in executive session, motion made, seconded and carried that the claim of the Union is denied.

**Company Position**

As a result of Mr. Edwards' refusal to pull his run in a timely manner the load was assigned to another driver. He had asked to be called at 22.50, which he was and then informed Company that he would not run until 23.80, this would make the load one (1) and one-half (1/2) hours late.

**Union Position**

The grievant informed the Company that he would be late, they made no objection and then decided to call another driver and sent that driver out on Mr. Edwards' trip. When the grievant arrived for work, they then sent him home.

**ERJAC Case Number** C-020-98

**Year Heard** 1998

**Committee** Committee B

**Local Union** 776                      **and Company** ABF Freight System

**Grievant** Marc Abrahams

**Article** 42

**JAC Case Number** 09-97-118

**Regarding**

On behalf of Marc Abrahams, Union alleges violation of Article 42, Union claiming grievant was bumped and not allowed to work new bid.

**Decision Date** 4/20/1998

**Decision**

The panel, in executive session, motion made, seconded and carried that based on the facts presented, the claim of the Union is upheld.

**Company Position**

Grievant is claiming pay for a day lost because of his being bumped; but he is claiming compensation for another day, not the day he was bumped.

**Union Position**

Grievant notified company that he wanted a Monday-Friday bid because he was being bumped from his Tuesday-Saturday bid. Company would not allow him to work Monday.

**ERJAC Case Number** C-021-98

**Year Heard** 1998

**Committee** Committee B

**Local Union** 776                      **and Company** ABF Freight System

**Grievant** Marc Abrahams

**Article** 42

**JAC Case Number** 09-97-119

**Regarding**

On behalf of Marc Abrahams, Union alleges violation of Article 42, Union claiming grievant worked 6th punch at straight time and 7th day at time and one-half, Union requests grievant be properly compensated for 6th and 7th punches.

**Decision Date** 4/21/1998

**Decision**

The panel, in executive session, motion made, seconded and carried that based on the facts presented, the claim of the Union is denied.

**Company Position**

Grievant was not allowed to work Monday on his new bid because he was not bumped until Tuesday.

**Union Position**

Because grievant was not allowed to work the start of his work week, he was not paid correctly for what would have been his sixth (6th) and seventh (7th) punches.

**ERJAC Case Number** C-33-92

**Year Heard** 1992

**Committee** Committee A

**Local Union** 375                      **and Company** A.P.A. Transport Corp.

**Grievant** Robert Musielak

**Article** 42

**JAC Case Number** C-34-91

**Regarding**

On behalf of Robert Musielak, Union alleges violation of Article 42, Section 1, claiming Company not allowing senior drivers on overtime to bump onto dock to avoid additional driving assignments.

**Decision Date** 7/28/1992

**Decision**

The panel, in executive session, motion made, seconded and carried, that the claim of the Union is denied.

**Company Position**

Company maintains that bumping between classifications has never been allowed.

**Union Position**

Union maintained senior drivers on overtime not being allowed to bump onto dock to avoid additional driving assignments.

**ERJAC Case Number** C-84-92

**Year Heard** 1992

**Committee** Committee A

**Local Union** 375                      **and Company** Leaseway Personnel

**Grievant** Vito Sorrento

**Article** 42

**JAC Case Number** C-14-92

**Regarding**

On behalf of Vito Sorrento, Union alleges violation of Article 42, seeking restoration of full seniority, compensation for all lost wages and benefits.

**Decision Date** 10/27/1992

**Decision**

The Panel, in executive session, motion made, seconded and carried that based on the facts presented, the claim of the Union is denied.

**Company Position**

Company maintained grievant does not qualify for seniority nor compensation from the Company under the “Two Party Takeover Agreement” negotiated between the parties.

**Union Position**

Union seeking restoration of full seniority and compensation for all applicable lost wages and benefits.



**ERJAC Case Number** C-78-92

**Year Heard** 1992

**Committee** Committee A

**Local Union** 118                      **and Company** Carolina Freight Carriers

**Grievant** Richard Dentino

**Article** 42

**JAC Case Number** C-13-92

**Regarding**

On behalf of Richard Dentino, Union alleges violation of Article 42, claiming Company not recognizing grievant's driving school due to insufficient curriculum.

**Decision Date** 10/27/1992

**Decision**

The panel, in executive session, motion made, seconded and carried that the grievant is to be administered a driving test within thirty (30) days by the Company and if successfully completed, he shall be allowed to exercise his seniority for work which he is qualified. No monetary claim.

**Company Position**

Company maintained driving school in question has not been approved by their Safety Department due to an insufficient curriculum.

**Union Position**

Union seeks to have driver training school used by grievant recognized by Company and also that the grievant be allowed to bid a driving position and be reimbursed for all lost work opportunity.

**ERJAC Case Number** C-065-95

**Year Heard** 1995

**Committee** Committee B

**Local Union** 776                      **and Company** Roadway Express

**Grievant** John Moyer

**Article** 42

**JAC Case Number**

**Regarding**

On behalf of John Moyer, Union alleges violation of Article 42, runaround; requesting 8 hours at overtime rate.

**Decision Date** 1/24/1995

**Decision**

The Panel, in executive session, motion made, seconded and carried that based on the facts presented in this instant case, the grievant will be awarded four hours' pay at time and one-half.

**Company Position**

Company called man for sixth (6th) punch prior to the shift in question and was not available, therefore, there is no claim.

**Union Position**

Senior man was forced on a sixth (6th) punch and grievant was not, therefore, he was runaround.

**ERJAC Case Number** R-026-95

**Year Heard** 1995

**Committee** Committee B

**Local Union** 61                      **and Company** Carolina Freight Carriers

**Grievant** Charles Neil

**Article** 42                                      **JAC Case Number**

**Regarding**

On behalf of Charles Neil, Union alleges violation of Article 42, claiming Company failed to call grievant for bid (wrong number in files).

**Decision Date** 4/25/1995

**Decision**

The Panel, in executive session, motion made, seconded and carried that the claim of the Union is denied.

### **Company Position**

On 12/15/94, grievant gave Carolina his new address and phone number. When the change of operation bid request was received the grievant had failed to put his phone number in the space provided. Company put the number down they were given on 12/15/94. Company was unable to reach the grievant so they proceeded with the next driver.

### **Union Position**

The grievant was at home waiting to be called to bid for the change of operations. The telephone number Carolina had was a wrong number in their file.

**ERJAC Case Number** C-131-94

**Year Heard** 1995

**Committee** Committee B

**Local Union** 229                      **and Company** Consolidated Freightways

**Grievant** Robert Getter

**Article** 42                                      **JAC Case Number**

**Regarding**

On behalf of Robert Getter, Union alleges violation of Article 42, claiming Company denied right to exercise seniority when laid off; requesting lost wages and fringes.

**Decision Date** 7/25/1995

**Decision**

The Sub-Committee recommends that the below listed employees each be awarded eight (8) hours pay plus Health & Welfare and Pension contributions for one (1) day as compensation for their denial of work opportunity on May 7, 1994. The Sub-Committee further recommends that these wages and fringes be paid at the rate in effect on May 7, 1994.

**Company Position**

According to the return to work agreement, men were held in the classification of work at the time of the strike.

**Union Position**

Men were laid off and not permitted to exercise their seniority as outlined in the contract.

**ERJAC Case Number** C-8-04

**Year Heard** 2004

**Committee** Committee B - Reports Due

**Local Union** 429                      **and Company** New Penn Motor Express

**Grievant** James R. O'Brien

**Article** 42

**JAC Case Number** 09-03-008CP

**Regarding**

On behalf of James R. O'Brien, Union alleges violation of Article 42 on August 7, 2003. Union claims a less junior man received the longer trip. CPA JAGC - The Panel in Executive Session could not reach an agreement. This case is deadlocked. 1/27/2004 - ERJAC - The Panel, in Executive Session, motion made, seconded and carried this case is referred back to the parties for resolution. Committee B holds jurisdiction.

**Decision Date** 4/27/2004

**Decision**

The Panel in Executive Session, motion made, seconded and carried that the claim of the Union is denied.

**Company Position**

The Company dispatched the senior man on the longest leg on the initial dispatch according to the Company's dispatch procedure.

**Union Position**

The grievant received the lessor of two trips out of Boston, being the senior man. Claiming the difference in trips.

**ERJAC Case Number** C-327-96

**Year Heard** 1997

**Committee** Committee B

**Local Union** 107                      **and Company** Airborne Express

**Grievant** All Affected Employees

**Article** 42, 43

**JAC Case Number** 07-96-119

**Regarding**

On behalf of All Affected Employees, Union alleges violation of Articles 42 & 43 and Addendum for part-time Employees, Union claiming Company posted part time bids in violation of agreement. 10/21/96 - The Panel, in executive session, could not reach a decision. This case is deadlocked to the Arbitrator in January, 1997.

**Decision Date** 1/27/1997

**Decision**

Arbitrator's Decision: Based on the facts presented, which includes the no back-to-back and ten-percent protections on the use of part-timers, the claim of the Union is denied.

**Company Position**

There is no violation of Articles 42 and 43.

**Union Position**

The Company posted part-time bids in violation of the part-time agreement.

**ERJAC Case Number** C-050-98

**Year Heard** 1998

**Committee** Committee B

**Local Union** 331 **and Company** Airborne Express

**Grievant** Joe Bartha

**Article** 42, 43

**JAC Case Number** 08-97-090

**Regarding**

On behalf of Joe Bartha, Union alleges violation of Articles 42 & 43, Union claiming Company changed route starting time resulting in loss of overtime.

**Decision Date** 4/21/1998

**Decision**

The panel, in executive session, motion made, seconded and carried that the claim of the the Union is upheld for \$1,700.00.

**Company Position**

Originally raised a point of order that grievance was untimely; held by panel until merits could be heard.  
On the merits: Start time was changed back to the original time.

**Union Position**

Grievant's start time had been changed June 1997 and then returned to original time, September 1997.

**ERJAC Case Number** C-172-99

**Year Heard**

**Committee** Committee B

**Local Union** 331                      **and Company** Airborne Express

**Grievant** All Employees

**Article** 42, 43, 44, Air Carrier                      **JAC Case Number** 08-99-118

**Regarding**

On behalf of All Employees, Union alleges violation of Articles 42, 43, 44 and Air Carrier Addendum on July 12, 1999. Union claiming Company implemented Tuesday through Saturday shifts. 1/25/2000 - The Panel, in Executive Session, motion made, seconded and carried that this case is referred to the Philadelphia, Pennsylvania Supplemental Negotiating Committee. This Committee Holds jurisdiction.

**Decision Date**

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that the report of the Philadelphia Negotiating Committee is adopted, the claim of the Union is denied.

**Company Position**

Company believes its Union employees voted on the Philadelphia Supplement that contains the language that allows the Tuesday - through Saturday work week and that, therefore is does apply to the Company.

**Union Position**

Union alleges that the Philadelphia Negotiating Committee discussed the Tuesday through Saturday work week in 1994 and was advised by Bill Boe of the Company that it wouldn't apply to the company. Company has now posted and implemented Tuesday through Saturday work week.



**ERJAC Case Number** R-051-99

**Year Heard** 1999

**Committee** Committee A

**Local Union** 294                      **and Company** Roadway Express

**Grievant** Paul Sira

**Article** 42, 44

**JAC Case Number** C-038-99

**Regarding**

On behalf of Paul Sira, Union alleges violation of Articles 42 and 44 on April 23 - 24, 1999. Union seeks grievant be made whole one (1) days pay and one (1) days pay at time and one-half (1 1/2) for Company using vendor.

**Decision Date** 7/27/1999

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that based on the facts presented in this instant case, the claim of the Union is denied.

**Company Position**

The grievant is claiming pay for work that is not bargaining unit work and is outside the scope of the agreement. A Roadway tractor was transferred to a New Jersey terminal, not in violation of the contract.

**Union Position**

The company used a vendor to move equipment between terminals, work our drivers have performed in the past.

**ERJAC Case Number** C-38-02

**Year Heard** 2002

**Committee** Committee B

**Local Union** 71                      **and Company** Yellow Transportation

**Grievant** Dean A. Adcock

**Article** 42, 44, 59, 60

**JAC Case Number** 3-C02

**Regarding**

On behalf of Dean A. Adcock, Union alleges violation of Articles 42, 44, 59, 60 and all appropriate Articles on October 18, 2001. Union seeks grievant be made whole ten (10) hours claiming seniority violation.

**Decision Date** 4/22/2002

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that based on the facts presented in this instant case, the claim of the Union is upheld.

**Company Position**

The grievant in this case is an unassigned dock worker in the Charlotte Distribution Center who had four (4) punches at ten (10) hours each beginning 10:00 AM Wednesday, 10/17/01 and ending Saturday, 10/20/01. All unassigned employees worked forty (40) hours for the week in question.

**Union Position**

The Company worked a junior unassigned employee, Tim Roberson, on October 18, 2001 at 19:00 hours for ten (10) hours. They failed to offer this work to Brother Adcock, who is senior to Brother Roberson, even though he was rested and available for this work. We are requesting this Committee to instruct the Company to pay Brother Adcock ten (10) hours for the above mentioned workaround.

**ERJAC Case Number** C-07-10

**Year Heard** 2010

**Committee** Committee B

**Local Union** 384                      **and Company** YRC, Inc.

**Grievant** Eric Murphy

**Article** 42, 45

**JAC Case Number** 04-10-001P\*

**Regarding**

On behalf of Eric Murphy, Union alleges violation of Articles 42 and 45 on January 20, 2010. Union claims grievant was improperly removed from the seniority list. 2/17/2010 - PHIL JAC - The Panel, in Executive Session, could not reach an agreement. This case is deadlocked.

**Decision Date** 4/20/2010

**Decision**

The Panel, in Executive Session, motion made, seconded and carried based on the facts presented, the claim of the Union is denied.

**Company Position**

The grievant was removed from seniority for failure to report for five (5) consecutive days.

**Union Position**

The grievant notified the Company that he could not report for work because he had medical issues surrounding a work comp issue.

**ERJAC Case Number** R-32-01

**Year Heard** 2001

**Committee** Committee B

**Local Union** 71                      **and Company** Consolidated Freightways

**Grievant** Brad Taylor

**Article** 42, 50

**JAC Case Number** 265R00

**Regarding**

On behalf of Brad Taylor, Union alleges violation of Articles 42, 50 and all appropriate Articles on February 27, 2000. Union seeks grievant be made whole eight hours run around. 7/24/2001 - The Panel, in Executive Session could not reach agreement. This case is deadlocked to the Eastern Region Joint Area Review Committee.

**Decision Date** 12/20/2001

**Decision**

The Eastern Region Joint Area Review Committee based upon a review of the transcripts and evidence ruled that based on the facts in this instant case, the claim of the Union is denied.

**Company Position**

The Asheville driver was in active status and the grievant was in layoff status. Under numerous controlling decision, a laid off driver has no claim for run-around.

**Union Position**

An Asheville, NC domiciled driver bobtailed from Asheville to Charlotte, NC where he was dispatched with freight to Greensboro, NC and bobtailed back to Charlotte. He was then dispatched with freight to Asheville. these dispatches ran around the grievant who was a laid off Charlotte driver.

**ERJAC Case Number** R-18-02

**Year Heard** 2002

**Committee** Committee B

**Local Union** 71 **and Company** Consolidated Freightways

**Grievant** Robert L. Jant

**Article** 42, 50

**JAC Case Number** 485-R01

**Regarding**

On behalf of Robert L. Jant, Union alleges violation of Articles 42, 50 and all appropriate Articles on March 29, 2001. Union seeks grievant be made whole thirteen (13) nine (9) minutes.

**Decision Date** 1/22/2002

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that based on the facts presented in this instant case the claim of the Union is upheld.

**Company Position**

The grievant ran out of DOT hours and therefore was put to bed, this does not entitle him to delay time in bed.

**Union Position**

The grievant was put to bed where he laid thirteen hours and nine minutes, and is therefore due this time as all time spent in the employ of the employer is compensable.

**ERJAC Case Number** R-048-95

**Year Heard** 1995

**Committee** Committee B

**Local Union** 61 **and Company** Carolina Freight Carriers

**Grievant** James Webber

**Article** 42, 50

**JAC Case Number**

**Regarding**

On behalf of James Webber, Union alleges violation of Articles 42, 50, claiming improper pay (impassable road); requesting 1-1/2 hours' pay.

**Decision Date** 10/23/1995

**Decision**

The Panel, in executive session, motion made, seconded and carried that the claim of the Union is denied.

**Company Position**

We have never paid impassable roads or delay time for road construction as normally there is one lane open and traffic is moving.

**Union Position**

Grievant was delayed on a through run in Tennessee, bridge construction for one (1) and one-half (1/2) hours and was not paid for this time.

**ERJAC Case Number** R-40-00

**Year Heard** 2000

**Committee** Committee B

**Local Union** 71                      **and Company** Consolidated Freightways

**Grievant** Richard Hall

**Article** 42, 50

**JAC Case Number** 35-R-00

**Regarding**

On behalf of Richard Hall, Union alleges violation of Articles 42, 50 and all appropriate Articles on November 4, 1999. Union seeks grievant be made whole three hours pay for run-around. 4/18/2000 - The Panel, in Executive Session, motion made, seconded and carried that this case is referred to the Carolina Supplemental Negotiating Committee. Committee B holds jurisdiction.

**Decision Date** 7/25/2000

**Decision**

The Panel, in Executive session, motion made, seconded and carried that based on the facts presented in this instant case, the claim of the Union is denied.

**Company Position**

The person the grievant is claiming against was dispatched for instructions as the company had no set run available for him.

**Union Position**

The grievant is a turn bid driver and the Company as aware that there was freight waiting at all of the terminals the extra board driver stopped at.

**ERJAC Case Number** R-28-09

**Year Heard** 2009

**Committee** Committee B

**Local Union** 71                      **and Company** YRC, Inc.

**Grievant** Ken Canter

**Article** 42, 50

**JAC Case Number** 243R09

**Regarding**

On behalf of Ken Canter, Union claims for additional 120 miles claiming seniority violation. Alleged violation of Articles 42, 50 and all other appropriate articles. 9/16/2009 - The Panel, in Executive Session could not reach agreement. The case is deadlocked. Fee Split.

**Decision Date** 10/27/2009

**Decision**

The Panel, in Executive Session, motion made, seconded and carried based on the facts presented in this instant case, the claim of the Union is upheld.

**Company Position**

The junior man was dispatched on a first-in-first-out, which was contractually correct. There was no seniority violation as the Company dispatched the first man in.

**Union Position**

The Company extended a junior man when both men arrived at Jacksonville at the same time.



**ERJAC Case Number** R-9-03

**Year Heard** 2003

**Committee** Committee B

**Local Union** 391                      **and Company** ABF Freight System

**Grievant** Alvin Richardson for Howard Feimster

**Article** 42, 50, 53

**JAC Case Number** 269-R02

**Regarding**

Alvin Richardson on behalf of Senior Bid Turn Driver Howard Feimster, Union alleges violation of Articles 42, 50, 53 and all appropriate Articles on June 18, 2002. Union seeks grievant be made whole all lost wages and benefits for runaround.

**Decision Date** 1/28/2003

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that based on the facts presented in this instant case, the claim of the Union is denied.

**Company Position**

The foreign driver a domiciled in Wytheville and was dispatched on a double turn from Wytheville to Winston-Salem. At the time the grievant became available the Wytheville driver was ten (10) minutes from arrival in Winston-Salem and seventeen (17) minutes from the time of his departure from Winston-Salem on his second and last run back to his home terminal. The grievant completed his rest at 10:23 p.m. on the day in question, and with a two (2) hour call time, could not be dispatched that day. However, he was

**Union Position**

The grievant, a Winston Salem, NC domiciled turn bid driver, was rested and available when a foreign driver was dispatched from Winston-Salem, to Wytheville, VA on a subsequent run. The grievant was not dispatched during that bid day.

**Committee** Committee B

**Local Union** 61                      **and Company** ABF Freight System

**Grievant** All Affected Mechanics,

**Article** 42, 56

**JAC Case Number** 185M96

**Regarding**

On behalf of all affected mechanics, Union alleges violation of Articles 42 and 56, Union claiming Company cease using outside vendors to service tow motors in Asheville shop and pay all affected employees any lost wages and benefits. 7/23/96 - The Panel, in executive session, motion made, seconded and carried that the case is referred to a Sub-Committee of F. Wood and T. Underwood for investigation. This Committee holds jurisdiction.

**Decision Date** 7/21/1997

**Decision**

The Executive Committee approved a motion to accept the following report of the SubCommittee recommendation: The tow motor work as currently being performed at the Asheville, NC terminal (Fletcher) of ABF Freight System does not violation the Carolina Freight Council Automotive Maintenance Supplemental Agreement. The garage work at this terminal has been substantially reduced since the date this grievance was filed as per information learned from mechanics and supervisors at the garage. Most of the work was moved to Winston-Salem, NC through a Change of Operations. Tow motor service and repair declined from 30 plus units to 2 active tow motors. Also, vendor services for PM's, etc., have been in place

**Company Position**

The tow motor work performed at our Asheville terminal has been performed by a vendor since 1971. When we hire mechanics in Asheville, we hire truck mechanics and these mechanics have never worked on tow motors in our Asheville facility.

**Union Position**

Company is using a vendor to perform regular scheduled maintenance and repair work on ABF tow motors at the Asheville shop with eight (8) employees on layoff.

**ERJAC Case Number** R-9-06

**Year Heard** 2006

**Committee** Committee B

**Local Union** 776 **and Company** ABF Freight System

**Grievant** Franklin G. Wagner, Jr.

**Article** 42, 57

**JAC Case Number** 11-05-003CP

**Regarding**

On behalf of Franklin G. Wagner, Jr., Union alleges violation of Articles 42 and 57. Union seeks grievant be made whole trip and all time and monies owed. 10/7/2005 - HBG JLC - The Panel, in Executive Session, could not reach agreement. This case is deadlocked. 11/9/2005 - CPA JAGC - The Panel, in Executive Session, could not reach agreement. This case is deadlocked. 1/18/2006 - ERJAC - The Panel, in Executive Session, could not reach agreement. The case is deadlocked.

**Decision Date** 3/9/2006

**Decision**

The Eastern Region Joint Area Review Committee based upon a review of the transcripts and evidence ruled the claim of the Union is denied.

**Company Position**

There is no violation of Article 42 or 57 and There is no violation of the agreed to negotiated bid rules.

**Union Position**

The grievant is a turn man who was available when an ABA man was dispatched on a turn dispatch before he was sent to his bed dispatch.

**ERJAC Case Number** R-26-06

**Year Heard** 2006

**Committee** Committee B

**Local Union** 771                      **and Company** Yellow Transportation

**Grievant** Clay Stone

**Article** 42, 57

**JAC Case Number** 03-06-002CP

**Regarding**

Alleged violation of Articles 42 and 57 on November 28, 2005. Union seeks make whole remedy for to include bed time and balance of original dispatch. 6/7/2006 - CPA JAGC - The Panel, in Executive Session, could not reach agreement. This case is deadlocked.

**Decision Date** 7/19/2006

**Decision**

The Panel, in Executive Session, motion made, seconded and carried, based on the facts presented in this instant case, the claim of the Union is denied.

**Company Position**

The grievant is claiming miles he was already paid for and for bed time as a result of DOT hours, putting him out of service. The Company didn't put him to bed and there is no claim.

**Union Position**

The grievant ran out of hours and had to go to bed based on DOT hours of service.

**ERJAC Case Number** C-24-11

**Year Heard** 2011

**Committee** Committee B

**Local Union** 776                      **and Company** ABF Freight System

**Grievant** Thomas Apple

**Article** 42, 58

**JAC Case Number** 01-11-001CP

**Regarding**

On behalf of Thomas Apple, Union alleges violation of Articles 42 and 58. Union seeks eight (8) hours double time. 11/3/2010 - HBG JLC - The Panel, in Executive Session, could not reach agreement. This case is deadlocked. 1/5/2011 - CPA JAGC - The Panel, in Executive Session, could not reach agreement. This case is deadlocked.

**Decision Date** 7/19/2011

**Decision**

The Panel, in Executive Session, motion made, seconded and carried the claim of the Union is denied.

**Company Position**

The Company did not work any junior people on double-time and, therefore, the Company can work employees not on double-time before working double-time.

**Union Position**

The grievant was available for a seventh (7th) punch and was not called for work.

**ERJAC Case Number** C-166-97

**Year Heard** 1997

**Committee** Committee B

**Local Union** 391 **and Company** Consolidated Freightways

**Grievant** Freddie Whitaker

**Article** 42, 59

**JAC Case Number** 168C97

**Regarding**

On behalf of Freddie Whitaker, Union alleges violation of Articles 42 and 59(8) on January 31, 1997 improper layoff notice.

**Decision Date** 7/21/1997

**Decision**

The panel, in executive session, motion made, seconded and carried that in this instant case, the claim of the Union is upheld for two (2) days pay.

**Company Position**

Grievant was properly laid off by certified mail on Friday, January 31, 1997. Additionally, he was called for work on 2/6/97 but was unavailable as we got his answering machine.

**Union Position**

He was not given layoff notice prior to Saturday at 2400 hours but received his layoff notice by certified mail on Tuesday, February 4, 1997. This was an improper layoff notice.

**ERJAC Case Number** C-057-99

**Year Heard** 1999

**Committee** Committee B

**Local Union** 71 **and Company** Consolidated Freightways

**Grievant** Danny Weaver

**Article** 42, 59

**JAC Case Number** 27C99

**Regarding**

On behalf of Danny Weaver, Union alleges violation of Articles 42 and 59 on October 17, 1998. Union seek grievant be made whole eight (8) hours pay at the time and one-half rate for work around.

**Decision Date** 4/26/1999

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that the claim of the Union is denied.

**Company Position**

Weaver was called by Turner who verified a “no answer” on the call sheet. Turner is a contractual employee and we use contractual employees to make these calls in order to avoid grievances like this one.

**Union Position**

The company worked junior employees on their day off on October 17, 1998 on the 11:30 am shift. Senior employee Weaver was not given a proper call and offer of this work.

**Committee** Committee B

**Local Union** 391                      **and Company** YRC

**Grievant** Barry Hardy

**Article** 42, 59

**JAC Case Number** 170C09

**Regarding**

On behalf of Barry Hardy, Union claims that the Company bid grievant off again on March 3, 2009; he has seniority to hold a position in the P&D department. Alleged violation of Articles 42 and 59 and all other appropriate articles. 4/7/2009 - Carolina Bi-State - The Panel, in Executive Session, motion made, seconded and carried the case is referred to the parties. The Panel retains jurisdiction. No fee at this time. 9/16/2009 - Carolina Bi-State - The Panel, in Executive Session could not reach agreement. The case is deadlocked.

**Decision Date** 10/27/2009

**Decision**

The Panel, in Executive Session, motion made, seconded and carried based on the facts and evidence presented in this case, the claim of the Union is denied.

**Company Position**

The grievant has no contractual right to reassignment. He is a dock worker who accepted layoff rather than move to Charlotte.

**Union Position**

The grievant should be allowed to remain in the P&D classification as he was laid off and exercised his right to reassign.



**ERJAC Case Number** C-75-08

**Year Heard** 2008

**Committee** Committee B

**Local Union** 391                      **and Company** ABF Freight System, Inc.

**Grievant** Garry Guthrie

**Article** 42, 59, 60

**JAC Case Number** 123C08

**Regarding**

On behalf of Garry Guthrie, Union alleges violation of Articles 42, 59 and 60. Claim for grievant to have been paid for 45 hours; was only paid for 43 hours. 1/10/2008 - Carolina Bi-State - The Panel in Executive Session, motion made, seconded and carried the case is referred to the Bi-State Negotiating Committee. Fee Split. 9/18/2008 - Carolina Neg Comm - The Panel, in Executive Session could not reach agreement. The case is deadlocked.

**Decision Date** 4/22/2009

**Decision**

The Panel, in Executive Session, could not reach agreement. The case is deadlocked.

**Company Position**

The grievant used a combination of single vacation days and paid holidays to complete his workweek. Since he is paid eight (8) hours for holidays, he was paid correctly.

**Union Position**

The grievant is a peddle driver with a guaranteed forty-five (45) hour work week who was shorted two (2) hours.

**ERJAC Case Number** C-046-98

**Year Heard** 1998

**Committee** Committee A

**Local Union** 375                      **and Company** Yellow Transportation

**Grievant** Kenneth Garland

**Article** 42, 73

**JAC Case Number** C-05-98

**Regarding**

On behalf of Kenneth Garland, Union alleges violation of Articles 42 & 73 on October 22, 1997, Union requests grievant be made whole for one (1) days' lost work opportunity.

**Decision Date** 4/21/1998

**Decision**

The panel, in executive session, motion made, seconded and carried that based on the facts presented, the claim of the Union is denied.

**Company Position**

Company maintained that October 22, 1997 was not a bid work day for the grievant and that the company is in compliance with the contract.

**Union Position**

Union maintained that grievant is in compliance with Article 73, Section 4 and that he should be made whole for one (1) days pay lost work opportunity.

**Committee** Committee A

**Local Union** 251                      **and Company** New Penn Motor Express

**Grievant** Michael Burke, Et Al

**Article** 43

**JAC Case Number** 99-0617

**Regarding**

On behalf of Michael Burke, Et Al, Union alleges violation of Article 43 on May 17, 1999. Union claims Company is reducing 15 minute coffee breaks to 10 minutes. Deadlocked on Company Point of Order that the identical case is filed under Article 6. 10/26/99 - The Panel, in Executive Session, could not reach agreement. The Point of Order is deadlocked. 1/20/2000 - The ERJARC ruled that based upon MS-019-99 and case C-146-99, the two cases are referred back to the ERJAC to be heard as one case, alleging violation of Article 6 and Article 43. 4/18/2000 - The Parties were unable to agree on a decision. This case is deadlocked to the ERJARC.

**Decision Date** 11/29/2000

**Decision**

The Eastern Region Joint Area Review Committee based upon a review of the transcripts and evidence ruled which indicated 2 x 15 minute breaks do not exist, the claim of the Union is denied.

**Company Position**

Company raised a Point of Order that the Union had filed an identical case under Article 6 to the ERJAC. Union is attempting to hear the same case before two different Committee's. Case is improper before this Committee and Company's Point of Order should be upheld.

**Union Position**

These are two separate issues. One is covered by Article 6 of the NMFA and one under Article 43, Section 1(e) of the NESA. This case should be heard by this Committee for violation of the NESA.

**ERJAC Case Number** C-009-97

**Year Heard** 1997

**Committee** Committee A

**Local Union** 671 **and Company** Preston Trucking Co.

**Grievant** D. Turner,

**Article** 43

**JAC Case Number** 96-1101

**Regarding**

On behalf of D. Turner, Union alleges violation of Article 43 on September 4, 1996, Union requests grievant be made whole for 1 hour and 9 minutes at time and one-half.

**Decision Date** 7/21/1997

**Decision**

The panel, in executive session, motion made, seconded and carried that based on the facts in this instant case, the claim of the Union is denied.

**Company Position**

We do our best to offer available work by seniority but when there is a difference of one to two hours or more in starting times, we have to be able to assign work in the best interest of the company and our customers.

**Union Position**

Union maintained the Company had no right to take this bid work assignment away from the senior employee.

**Committee** Committee A

**Local Union** 677 **and Company** New Penn Motor Express

**Grievant** Tim Thulin

**Article** 43

**JAC Case Number** 01-0713

**Regarding**

On behalf of Tim Thulin, Union alleges violation of Article 43 on April 13, 2001. Union seeks grievant be made whole one (1) hour and forty-nine (49) minutes at time and one-half claiming seniority violation. 9/19/2001 - SNE JAC - The Panel in Executive Session, motion made, seconded and carried that this case be referred back to the parties. This panel retains jurisdiction. 11/16/2001 - Per notice from Cliff Socquet - This case could not be settled. Request it be put back on the docket. Panel Deadlocked the case.

**Decision Date** 4/22/2002

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that the claim of the Union is upheld for one hour at time and one half.

**Company Position**

We did not call grievant at 5:00 AM as he did not have eight (8) hours off; in fact, he only had approximately six (6) and one-half (1/2) hours off. Our practice was to call eight (8) for ten (10) hours until the Union and Company agreed to change such and all city drivers six (6) for eight (8) hours. This agreement was entered into on April 18, 2001, effective April 23, 2001.

**Union Position**

Grievant was called in for an 8:00 AM start for city peddle and upon arriving at work he found a junior man had been called in for a 7:00 AM start for a city peddle. Grievant was eligible to start work for that day for the 7:00 AM start time.

**ERJAC Case Number** R-01-92

**Year Heard** 1992

**Committee** Committee A

**Local Union** 340                      **and Company** St. Johnsbury Trucking Co.

**Grievant** James H. Albert

**Article** 43

**JAC Case Number** 7509M

**Regarding**

On behalf of James H. Albert, Union alleges violation of Article 43, Company bobtailing foreign road man into Maine terminal when grievant was available.

**Decision Date** 1/21/1992

**Decision**

The panel, in executive session, motion made seconded and carried that based on the facts presented in this case, the claim is upheld for eight (8) hours pay.

**Company Position**

Company sent road man to Gardiner, ME to pick up an empty trailer to balance trailer pool as they have in the past. No contract violation.

**Union Position**

Company violated NNE Agreement by bobtailing foreign road men into Gardiner, ME terminal to pick up trailer and continue on trip when grievant was available for trip.

**ERJAC Case Number** C-45-94

**Year Heard** 1994

**Committee** Committee A

**Local Union** 404                      **and Company** St. Johnsbury Trucking Co.

**Grievant** Adolph Forbes

**Article** 43

**JAC Case Number** 93-722

**Regarding**

On behalf of Adolph Forbes, Union alleges violation of Article 43, claiming 8 hours at time-and-one-half.

**Decision Date** 6/2/1994

**Decision**

The Panel, in executive session, motion made, seconded and carried that based on the facts of the Employer's concession to the Union's claim, the claim of the Union is upheld.

**Company Position**

No violation of NMFA.

**Union Position**

Union seeks the grievant be made whole for eight (8) hours at time and one-half.

**ERJAC Case Number** R-18-94

**Year Heard** 1994

**Committee** Committee B

**Local Union** 191                      **and Company** St. Johnsbury Trucking Co.

**Grievant** Rick Witalis

**Article** 43

**JAC Case Number** 93-602

**Regarding**

On behalf of Rick Witalis, Union alleges violation of Article 43, Section 1, claiming 1 day's wages and benefits for 3/18/93.

**Decision Date** 6/2/1994

**Decision**

The Panel, in executive session, motion made, seconded and carried that based on the facts presented, the claim of the Union is upheld.

**Company Position**

Foreign driver courtesy was observed by dispatching foreign men in bed first. Foreign driver was not dispatched on a turn but at first destination was dispatched through Bridgeport enroute to final destination.

**Union Position**

Grievant was deprived of a trip that was given to a foreign driver.



**ERJAC Case Number** C-158-95

**Year Heard** 1995

**Committee** Committee A

**Local Union** 251                      **and Company** USF Red Star Express

**Grievant** Fred Grebarra

**Article** 43

**JAC Case Number**

**Regarding**

On behalf of Fred Grebarra, Union alleges violation of Article 43(1); Union requesting decision by panel regarding back pay and hourly differentials not resolved by the parties.

**Decision Date** 10/23/1995

**Decision**

The Panel, in executive session, motion made and seconded that the claim of the Union is upheld. Motion deadlocked to Arbitrator. Arbitration Decision: Based on the facts and evidence presented in this instant case, the claim of the Union is upheld for half the monetary claim (\$373.55).

**Company Position**

Company maintained it is their right to choose a working foreman.

**Union Position**

Union requests panel to decide questions concerning backpay and hourly differentials not previously resolved by the parties.

**ERJAC Case Number** C-161-95

**Year Heard** 1995

**Committee** Committee A

**Local Union** 677 **and Company** A.B.F. Freight System

**Grievant** Daryl LeJeune, Sr.

**Article** 43

**JAC Case Number**

**Regarding**

On behalf of Daryl LeJeune, Sr., Union alleges violation of Article 43, claiming grievant not properly paid for early starts on 12/26/94, 1/2/95; requesting 3.97 hours pay at premium rate.

**Decision Date** 7/25/1995

**Decision**

The Panel, in executive session, motion made, seconded and carried that based on the facts in this instant case, the claim of the Union is upheld.

**Company Position**

Company maintained there was a violation due to the fact that grievant is on a split shift and also past practice at this terminal.

**Union Position**

Union maintained that the grievant should have been paid four (4) hours each day at the premium rate due to the holidays.

**ERJAC Case Number** C-117-95

**Year Heard** 1995

**Committee** Committee A

**Local Union** 251 **and Company** Consolidated Freightways

**Grievant** M. Kupiec

**Article** 43 **JAC Case Number**

**Regarding**

On behalf of M. Kupiec, Union alleges violation of Article 43, Section 1(j), Company did not properly call in grievant on 1/27/95; requesting 1 1/2 hours' premium pay.

**Decision Date** 4/25/1995

**Decision**

The Panel, in executive session, motion made, seconded and carried that the claim of the Union is upheld.

**Company Position**

Company maintained that the grievant was called in properly at 12:30 PM and would not have made the delivery if it had been called in prior to the 11:00 AM man leaving.

**Union Position**

Union maintained that the grievant was called in improperly and should be made whole for one and one-half hours between the 11:00 AM bid time to the time he started at 12:30 PM.

**ERJAC Case Number** C-144-99

**Year Heard** 2000

**Committee** Committee A

**Local Union** 170 **and Company** Consolidated Freightways

**Grievant** Michael J. Sullivan

**Article** 43

**JAC Case Number** 99-0703

**Regarding**

On behalf of Michael J. Sullivan, Union alleges violation of Article 43 on June 3, 1999. Union seeks lost seniority on behalf of grievant. 10/26/99 - The Panel, in Executive Session, motion made, and seconded that the claim of the Union be upheld. Motion deadlocked.

**Decision Date** 1/20/2000

**Decision**

The Eastern Region Joint Area Review Committee ruled that based upon a review of the transcript and documentation and the fact that the Company did not take disciplinary action against the individual, the claim of the Union is denied.

**Company Position**

The employee never submitted a resignation letter. The Company authorized the employee to be off work for four (4) days. There was no resignation.

**Union Position**

The Company has allowed an employee to resign and then a week later allowed him to return to his seniority position causing a seniority position to change for employees below the employee who resigned.

**ERJAC Case Number** C-67-00

**Year Heard** 2000

**Committee** Committee A

**Local Union** 404                      **and Company** Consolidated Freightways

**Grievant** Chris Richards

**Article** 43

**JAC Case Number** 00-0132

**Regarding**

On behalf of Chris Richards, Union alleges violation of Article 43 on September 10, 1999. Union seeks grievant be made whole for lost work opportunity. 4/18/2000 - The Panel, in Executive Session, motion made, seconded that based on the facts presented, the claim of the Union is denied. Motion deadlocked.

**Decision Date** 9/5/2000

**Decision**

The Eastern Region Joint Area Review Committee ruled that based upon review of the transcript and document, the claim of the Union is denied.

**Company Position**

Company complied with Article 43, Section 1c. Grievant was not available at the time the work assignment was given to a junior employee.

**Union Position**

Grievant was denied work opportunity when he returned to the terminal from his city peddle. Supervisor stated there was no work. A junior employee was working on the dock.

**ERJAC Case Number** R-042-99 [N-3-00-E10]

**Year Heard** 2000

**Committee** Committee A

**Local Union** 671 **and Company** Airborne Express

**Grievant** All Affected Part-Time Drivers

**Article** 43

**JAC Case Number** 99-0124

**Regarding**

On behalf of All Affected P/T Drivers, Union alleges violation of Article 43. Union claiming Company has taken breaks away from part-time employees. 7/26/99 - The Panel, in Executive Session, motion made, seconded and carried that this case is referred to the Airborne TNFNC Negotiating Committee. Committee A holds jurisdiction. 1/24/2000 - The Panel, in Executive Session, could not reach agreement. This case is deadlocked. 2/29/00 - The ERJARC ruled that based upon review of the transcript and documentation, this case is referred to the NGC.

**Decision Date** 3/22/2000

**Decision**

The NGC on March 22, 2000 adopted a motion that based on a review of the transcript, the claim of the Union is denied.

**Company Position**

The Company had a contract with part-time employees allowed to work six (6) hours straight time and those employees were allowed a ten (10) minute break. In the new contract, the company does not have the opportunity to work six (6) hour part-timers and therefore; the ten (10) minute break is null and void.

**Union Position**

The Company was allowing employees that work part-time to take ten (10) breaks and now they have taken the ten (10) minute breaks away.

**ERJAC Case Number** R-076-99

**Year Heard** 2000

**Committee** Committee A

**Local Union** 25                      **and Company** USF/Red Star

**Grievant** Gary Rouleau

**Article** 43

**JAC Case Number** 99-0821

**Regarding**

On behalf of Gary Rouleau, Union alleges violation of Article 43 . Seeking four days pay for the grievant due to lost work opportunity.

**Decision Date** 1/25/2000

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that the claim of the Union is denied. However, this does not have any effect on the grievants rights for a one-time leave of absence under Article 35.

**Company Position**

Grievant abandoned his job, took an unauthorized leave without notice and failed to provide a return to duty test until May 28, 1999. Company did not remove the grievant from the seniority list; but, applied the language of Article 35, Section 4(k) to his circumstances and allowed him the opportunity to be reinstated as soon as he was certified as being alcohol free.

**Union Position**

Grievant booked off work on May 11, 1999 and sought medical help for his problem. He was under a doctor's care until released by that doctor to return to work on May 28, 1999. Company denied grievant the right to work from May 24, 1999 through May 27, 1999.

**ERJAC Case Number** C-90-00

**Year Heard** 2000

**Committee** Committee A

**Local Union** 249                      **and Company** Yellow Freight System

**Grievant** James McCoy

**Article** 43

**JAC Case Number** 12-99-103

**Regarding**

On Behalf of James McCoy, Union alleges violation of 43, 50, 53 on October 30, 1999. Union seeks grievant be made whole for all work due to seniority violation. 1/6/00 - The Panel, in Executive Session, motion made that the claim of the Union be denied, motion did not carry. Deadlocked to the ERJAC.

**Decision Date** 4/17/2000

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that based on the facts presented in this instant case, the claim of the Union is upheld for four hours at the straight time rate of pay.

**Company Position**

There is no violation of the Contract since grievant was on funeral leave, paid Thursday and Friday and the funeral took place on Sunday, therefore he was not called in on Saturday work.

**Union Position**

Grievant was denied Saturday work because he was on funeral leave Thursday and Friday. Union feels grievant should have been called for Saturday work.



**ERJAC Case Number** C-79-03

**Year Heard** 2003

**Committee** Committee A

**Local Union** 251                      **and Company** Yellow Transportation

**Grievant** Steve Ditomasso

**Article** 43

**JAC Case Number** 03-0529

**Regarding**

On behalf of Steve Ditomasso, Union alleges violation of Article 43 (C) on April 28, 2003. Union seeks grievant be made whole for lost wages and benefits.

**Decision Date** 10/29/2003

**Decision**

The Panel, in Executive Session, motion made, seconded and carried, based on the facts and evidence presented in this instant case, the claim of the Union is denied.

**Company Position**

There is no violation. The grievant did not start at the same time. He was given a work assignment hours before the junior men started.

**Union Position**

The grievant was working the dock when two (2) junior men started and were sent to the street. The grievant should have been offered this work.

**Committee** Committee A

**Local Union** 397                      **and Company** USF Holland Motor Express

**Grievant** Gerald A. Giordon

**Article** 43

**JAC Case Number**

**Regarding**

On behalf of Gerald A. Giordon, Union alleges violation of Article 43 (4) and Letter of Understanding on October 12, 2004. Union claims improper seniority placement of former USF Red Star employee. 4/26/05  
- ERJAC - The Panel, in Executive Session, could not reach agreement. The case is deadlocked. 6/15/2005  
- ERRC - The Eastern Region Joint Area Review Committee based upon a review of the transcripts and evidence could not reach agreement. The case is deadlocked.

**Decision Date** 7/12/2005

**Decision**

Please be advised that the National Grievance Committee adopted a motion that the claim of the Union be upheld and the monetary claim be denied per the USF Holland Expansion Agreement.

**Company Position**

Will abide by committee decision on seniority placement.

**Union Position**

Employer violated Letter of Understanding on the USF Holland Expansion Agreement by adding two (2) employees ahead of Mr. Giordon on the seniority list who were not former USF Red Star employees.

**ERJAC Case Number** R-18-08

**Year Heard** 2008

**Committee** Committee A

**Local Union** 175                      **and Company** Yellow Transportation

**Grievant** Mark Griffith

**Article** 43

**JAC Case Number** R-08-03-016

**Regarding**

On behalf of Mark Griffith, Union alleges violation of Article 43 on December 16-21, 2007 and December 25-28, 2007. Union seeks grievant be made whole weeks in question plus holidays and benefits. 8/19/2008 - Kentucky WVA JSGC - Deadlocked on the Company's point of order.

**Decision Date** 2/11/2009

**Decision**

The Panel, in Executive Session, motion made, seconded and carried the Company's point of order is denied. The case is referred back to the supplement to be heard on its merits.

**Company Position**

Company Point of Order: Company raised a point of order Article 43 does not address the claimed violation. The Company told the Union at the Local level it was possible to send another grievance.

**Union Position**

Union response: Told Company it was amended to add Article 43.

**ERJAC Case Number** C-16-11

**Year Heard** 2010

**Committee** Committee A

**Local Union** 249                      **and Company** YRC, Inc.

**Grievant** Wayne B. Shatkoff

**Article** 43

**JAC Case Number** 11-10-002

**Regarding**

On behalf of Wayne B. Shatkoff, Union alleges violation of Article 43 on August 16, 2010. Union seeks grievant be made whole all work and wages claiming Company was given an unrestricted work release and he has not been returned to work yet. 2/10/2011 - WPA JAC - The Panel, in Executive Session, could not reach an agreement on the Point of Order. The Point is deadlocked. 4/19/2011 - ERJAC - The Panel, in Executive Session, could not reach agreement. The case is deadlocked.

**Decision Date** 9/21/2011

**Decision**

The Eastern Region Joint Area Review Committee based upon a review of the transcripts and evidence ruled the point of order is set aside. The case is sent back to the Western Pennsylvania Joint Area Committee to be heard on its merits.

**Company Position**

The Company raised a point of order this case was already decided and has been decided by a third (3rd) doctor.

**Union Position**

The previous filing was an Article 14. This is files as Article 43 and should be heard.

**ERJAC Case Number** C-16-08

**Year Heard** 2007

**Committee** Committee B

**Local Union** 175                      **and Company** Roadway Express

**Grievant** Clem Bossie

**Article** 43

**JAC Case Number** C-07-07-001

**Regarding**

On behalf of Clem Bossie, Union alleges violation of Article 43 (1, 2, 5) on March 23, 2007. Union requests the annual bids be reposted and for it to contain only starting times, classifications and days off.

**Decision Date** 1/22/2008

**Decision**

The Panel, in Executive Session, motion made, seconded and carried the claim of the Union is upheld to repost the bids within seven (7) days of this decision. There is no monetary claim awarded.

**Company Position**

Company claims they have exceeded contractual minimums by adding destinations to the bid. The Company likes to get drivers at the same customers to build rapport. There are greater efficiencies by not having drivers overlapping in areas. Five of seven drivers signed the bid agreement. Only Bossie and one hired after the bid did not sign.

**Union Position**

Annual bids were posted with destinations, which the grievant claims violates the contract. Bids should only contain elements provided in contract; start times, classification and days off.

**ERJAC Case Number** R-05-91

**Year Heard** 1991

**Committee** Committee A

**Local Union** 633                      **and Company** St. Johnsbury Trucking

**Grievant** Donald G. Gesslin

**Article** 43, 46

**JAC Case Number**

**Regarding**

On behalf of Donald G. Gesslin, Union alleges violation of Articles 43 and 46, stating that company violated grievant's seniority (overtime worked by junior employee).

**Decision Date** 4/23/1991

**Decision**

The Panel, in executive session, motion made, seconded and carried that the claim of the Union is denied.

**Company Position**

There is no violation.

**Union Position**

Company worked a junior employee on overtime.

**ERJAC Case Number** C-122-93

**Year Heard** 1993

**Committee** Committee A

**Local Union** 633                      **and Company** Roadway Express

**Grievant** W. Ketchum

**Article** 43, 46

**JAC Case Number** 7694N

**Regarding**

On behalf of W. Ketchum, Union alleges violation of Articles 43, 46, claiming Company refuses to place grievant in probationary status in violation of Article 43.

**Decision Date** 10/26/1993

**Decision**

The Panel, in executive session, motion made, seconded and carried that based on the facts presented, the claim of the Union is denied.

**Company Position**

Grievant never requested probationary status as outlined in Article 43, Section 5B. In addition, due to reduction of work terminal is being closed. No abuse of Article 43, Section 5B.

**Union Position**

Company refuses to place grievant on probationary status in violation of Article 43.

**ERJAC Case Number** C-132-94

**Year Heard** 1995

**Committee** Committee A

**Local Union** 340                      **and Company** Preston Trucking co.

**Grievant** Richard Lemelin

**Article** 43, 46

**JAC Case Number**

**Regarding**

On behalf of Richard Lemelin, Union alleges violation of Articles 43 and 46, claiming seniority violation on 1/10/94.

**Decision Date** 1/24/1995

**Decision**

The Panel, in executive session, motion made, seconded and carried that based on the facts presented, the claim of the Union is denied.

**Company Position**

Company maintained that grievant had been properly called and informed the Company he wanted to wait for his regular start time.

**Union Position**

Union maintained that the grievant should be made whole for violation of 1/10/94.



**ERJAC Case Number** C-243-95

**Year Heard** 1995

**Committee** Committee A

**Local Union** 633                      **and Company** Roadway Express

**Grievant** Michael Rafeal

**Article** 43, 46

**JAC Case Number**

**Regarding**

On behalf of Michael Rafeal, Union alleges violation of Articles 43, 46, claiming seniority violation; requesting grievant be made whole for lost earnings.

**Decision Date** 10/23/1995

**Decision**

The panel, in executive session, motion made, seconded and carried that the claim of the Union is upheld for 2-1/2 hours straight time.

**Company Position**

Company maintained that grievant was on layoff status and there is no violation of the contract.

**Union Position**

Union maintained that grievant was improperly bypassed for early starts on May 30th and 31st, 1995.

**ERJAC Case Number** C-159-95

**Year Heard** 1995

**Committee** Committee A

**Local Union** 597                      **and Company** Roadway Express

**Grievant** William MacDonald

**Article** 43, 46, 52

**JAC Case Number**

**Regarding**

On behalf of William MacDonald, Union alleges violation of Articles 43, 46, 52, claiming Company improperly sent grievant home; requesting all lost wages and benefits.

**Decision Date** 7/25/1995

**Decision**

The Panel, in executive session, motion made, seconded and carried that the claim of the Union is denied.

**Company Position**

Company maintained that the grievant was instructed to produce a doctor's release prior to returning to work, he did not do so and was sent home in accordance with the Terminal Work Rules.

**Union Position**

Union maintained that the grievant's seniority was violated on 1/27/95 and he should be made whole for lost work opportunity.

**ERJAC Case Number** C-52-94

**Year Heard** 1994

**Committee** Committee A

**Local Union** 597                      **and Company** St. Johnsbury Trucking Co.

**Grievant** Richard Wheeler

**Article** 43, 46, 52, 53

**JAC Case Number** 7720V

**Regarding**

On behalf of Richard Wheeler, Union alleges violation of Articles 43, 46, 52, 53, claiming Company failed

**Decision Date** 6/2/1994

**Decision**

The Panel, in executive session, motion made, seconded and carried that the claim of the Union is upheld.

**Company Position**

Company cannot locate any time card indicating that Wheeler worked on Sunday, June 13, 1993. If the Union can produce evidence that Wheeler worked on June 13th, the Company will allow the claim.

**Union Position**

The Shift Supervisor, Chris Cole, confirmed that Wheeler reported and worked his eight (8) hour shift on the day in question.

**ERJAC Case Number** R-23-94

**Year Heard** 1994

**Committee** Committee A

**Local Union** 597                      **and Company** St. Johnsbury Trucking Co.

**Grievant** Bob Boynton

**Article** 43, 46, 54

**JAC Case Number** 7707V

**Regarding**

On behalf of Bob Boynton, Union alleges violation of Articles 43, 46, 54, claiming 1 day's wages and benefits.

**Decision Date** 6/2/1994

**Decision**

The Panel, in executive session, motion made, seconded and carried that based on the facts of the Employer's concession to the Union's claim, the claim of the Union is upheld.

**Company Position**

No violation.

**Union Position**

Union seeks one (1) day's wages and benefits.

**ERJAC Case Number** C-241-95

**Year Heard** 1995

**Committee** Committee A

**Local Union** 671 **and Company** USF Red Star Express

**Grievant** M. Boulette

**Article** 43, 47

**JAC Case Number**

**Regarding**

On behalf of M. Boulette, Union alleges violation of Articles 43, 47, claiming grievant denied work opportunity for wearing shorts; requesting grievant be made whole.

**Decision Date** 10/23/1995

**Decision**

The panel, in executive session, motion made, seconded and carried that the right of the Company to prohibit the wearing of shorts is reaffirmed. The monetary issue of the grievant is upheld for four (4) hours each.

**Company Position**

Company maintained that there is a long standing policy against wearing shorts. Company also maintained that the grievant was given the opportunity to change into long pants, he chose not to and were sent home.

**Union Position**

Union maintained that grievant was denied work opportunity for an alleged violation of Work Rules by wearing shorts to work during the heat wave.

**ERJAC Case Number** C-10-00

**Year Heard** 2000

**Committee** Committee A

**Local Union** 404                      **and Company** Roadway Express

**Grievant** John Gorman

**Article** 43, 47, 51

**JAC Case Number** 99-1004

**Regarding**

On behalf of John Gorman, Union alleges violation of Articles 43, 47, 51(5, 7, 10) August 19, 1999 until return to work. Union seeks grievant be made whole all lost work opportunity. 12/15/99 - The Panel in Executive Session motion made that the claim of the Union be denied. Motion did not carry and the case is deadlocked to the ERJAC.

**Decision Date** 1/26/2000

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that based on the fact the grievant was paid Worker's Comp during the period of absence, the claim of the Union is denied.

**Company Position**

The grievant reported to work and was told that he could not return to work without a full medical release. He elected to go to his personal physician and returned to work on 8/25/99.

**Union Position**

There was not a need to request a doctor's note as the company had not required this from other employees. He had been told, when he called in to book on, to come in to work but was not told to bring a doctor's note. When he arrived he was sent home.

**ERJAC Case Number** C-212-95

**Year Heard** 1995

**Committee** Committee A

**Local Union** 671 **and Company** Yellow Transportation

**Grievant** All Affected Employees

**Article** 43, 47, 53

**JAC Case Number**

**Regarding**

On behalf of all affected employees, Union alleges violation of Articles 43, 47, 53, claiming company changed Sunday starting time to 6:00 p.m.; requesting Company cease practice and make grievants whole.

**Decision Date** 10/23/1995

**Decision**

The Panel, in executive session, motion made and seconded that there is no violation of the contract. Motion deadlocked to Arbitrator. Arbitration Decision: The Arbitrator denied the grievance based on the language of Article 49(e), the Union's failure to act under Article 6, and the 1988 NEJAC decision involving these two parties.

**Company Position**

Company maintained that they are not in violation of the contract by posting a 6:00 PM Sunday night bid.

**Union Position**

Union asked that the Company be instructed to cease this practice and rebid the terminal with no start earlier than 8:00 PM on Sunday and pay all affected employees at the premium rate for hours worked prior to 8:00 PM on Sundays.

**ERJAC Case Number** R-19-08

**Year Heard** 2008

**Committee** Committee A

**Local Union** 175                      **and Company** Yellow Transportation

**Grievant** E.R. Thomasson

**Article** 43, 51

**JAC Case Number** R-08-07-041

**Regarding**

On behalf of E.R. Thomasson, Union alleges violation of Articles 43 and 51 on February 1, 2008. Union seeks grievant be made whole 474 miles. 8/19/2008 - Kentucky WVA JSGC - Deadlocked to the Eastern Region Joint Area Committee.

**Decision Date** 2/11/2009

**Decision**

The Panel, in Executive Session, motion made, seconded and carried based on the facts presented the claim of the Union is upheld.

**Company Position**

RFO brought CRS freight. Shared primary between RFO and CRS.

**Union Position**

Grievant was a six (6) day RFO bid. Weather conditions canceled CRS outbound. RFO brought inbound.



**ERJAC Case Number** C-214-97

**Year Heard** 1998

**Committee** Committee A

**Local Union** 170                      **and Company** Roadway Express

**Grievant** Stephan Olsen, William Beaudette

**Article** 43, 52

**JAC Case Number** 97-0515

**Regarding**

On behalf of Stephan Olsen and William Beaudette, Union alleges violation of Articles 43 and 52 on April 1, 1997, seeking grievant's be made whole for five (5) hours each at the overtime rate.

**Decision Date** 2/23/1998

**Decision**

The Panel, in executive session, motion made, seconded and carried that the claim of the Union is upheld for 1-1/2 hours at time and one-half for each grievant (2).

**Company Position**

Company maintained that no violation of Article 43 or Article 52 occurred. Six (6) additional road drivers arrived at the terminal and were instructed to do their own drop and hooks as there was no one else available.

**Union Position**

Union claiming company instructed linehaul employees to perform drops and hooks during a snow storm.

**ERJAC Case Number** C-238-95

**Year Heard** 1996

**Committee** Committee A

**Local Union** 249                      **and Company** USF Red Star Express

**Grievant** Charles Davy

**Article** 43, 54

**JAC Case Number** 1548

**Regarding**

On behalf of Charles Davy, Union alleges violation of Articles 43, 54, on 7/3/95; requesting 6 hours at overtime rate.

**Decision Date** 4/22/1996

**Decision**

The panel, in executive session, motion made, seconded and carried that the claim of the Union is denied.

**Company Position**

An effective procedure was developed that would provide for proper handling and documentation of overtime. The Union was party to the development of this procedure and agreed with the final memo.

**Union Position**

A junior employee doubled out when grievant was available to work those hours but was not given the opportunity to work.

**ERJAC Case Number** C-239-95

**Year Heard** 1996

**Committee** Committee A

**Local Union** 249                      **and Company** USF Red Star Express

**Grievant** Charles Dovey

**Article** 43, 54

**JAC Case Number** 1562

**Regarding**

On behalf of Charles Dovey, Union alleges violation of Articles 43, 54 on 3/20/95; requesting 3 hours, 15 minutes at overtime rate.

**Decision Date** 4/22/1996

**Decision**

The Panel, in executive session, motion made, seconded and carried that the claim of the Union is denied.

### **Company Position**

An effective procedure was developed that would provide for proper handling and documentation of overtime. The Union was party to the development of this procedure and agreed with the final memo.

### **Union Position**

Supervisor sent a junior employee to a different territory, which is not covered by his bid and performed two (2) hours and fifteen (15) minutes of overtime work, while grievant was sent home.

**ERJAC Case Number** C-023-98

**Year Heard** 1998

**Committee** Committee A

**Local Union** 249                      **and Company** Airborne Express

**Grievant** Robert Blyzwick

**Article** 43, 54

**JAC Case Number** 3178

**Regarding**

On behalf of Robert Blyzwick, Union alleges violation of Articles 43 and 54(9) on June 26, 1997. Union requests grievant be made whole for run-around of three (3) hours at overtime rate of pay.

**Decision Date** 2/23/1998

**Decision**

The Panel, in executive session, motion made, seconded and carried that based on the facts presented, the claim of the Union is denied.

**Company Position**

The company has the right to balance the work on a daily basis as service and business needs direct.

**Union Position**

The employer arbitrarily assigned extra work to a junior employee which resulted in overtime outside his established bid area.

**ERJAC Case Number** C-71-93

**Year Heard** 1993

**Committee** Committee A

**Local Union** 25 **and Company** Carolina Freight Carriers

**Grievant** L. Lopez, R. Piccoli, P. DelSolia

**Article** 43, 59

**JAC Case Number** 93-619

**Regarding**

On behalf of L. Lopez, R. Piccoli, P. DelSolia, Union alleges violation of Articles 43 and 59, claiming Company dropping trailers while grievants on layoff.

**Decision Date** 7/27/1993

**Decision**

The panel, in executive session, motion made, seconded and carried that the claim of the Union is denied.

**Company Position**

Dropping trailers at this account is a condition of doing business and a competitive drop.

**Union Position**

Company dropping trailers when grievant were on layoff.

**ERJAC Case Number** C-72-93

**Year Heard** 1993

**Committee** Committee A

**Local Union** 25                      **and Company** Carolina Freight Carriers

**Grievant** Paul DelSolia

**Article** 43, 59

**JAC Case Number** 93-604

**Regarding**

On behalf of Paul DelSolia, Union alleges violation of Articles 43 and 59, claiming Company dropped trailers when grievant on layoff.

**Decision Date** 7/27/1993

**Decision**

The panel, in executive session, motion made, seconded and carried that the claim of the Union is denied.

**Company Position**

Dropping trailers at this account is a condition of doing business and a competitive drop.

**Union Position**

Company dropping trailers when grievant were on layoff.

**ERJAC Case Number** C-137-97

**Year Heard** 1997

**Committee** Committee A

**Local Union** 707                      **and Company** ABF Freight System

**Grievant** All Affected Employees

**Article** 44

**JAC Case Number** 962

**Regarding**

On behalf of all affected employees, Union alleges violation of Article 44(7), Union requests Company bid their Brooklyn terminal in compliance with Article 44(7) and area standards.

**Decision Date** 7/22/1997

**Decision**

The panel, in executive session, motion made, seconded and carried that the claim of the Union is denied.

**Company Position**

Company maintains that they are bidding the terminal as they have for eleven (11) years.

**Union Position**

Union maintains that ABF Freight System is not bidding their Brooklyn facility in compliance with Article 44, Section 7 and Local 707 area standards.

**ERJAC Case Number** R-21-92

**Year Heard** 1992

**Committee** Committee A

**Local Union** 701                      **and Company** Carolina Freight Carriers

**Grievant** Richard Brihn

**Article** 44

**JAC Case Number**

**Regarding**

On behalf of Richard Brihn, Union alleges violation of Article 44, claiming one days' pay (\$171.09) together with health, welfare and pension contributions.

**Decision Date** 7/28/1992

**Decision**

The Panel, in executive session, motion made, seconded and carried that the claim of the Union is upheld.

**Company Position**

The grievant was a no call/no show for the 0001 shift that he was scheduled for but reported at 8:00 am expecting to bump casuals.

**Union Position**

On September 12, 1991, non-bid seniority employee Brihn made the 8:00 am shape and was refused work opportunity.



**ERJAC Case Number** C-300-95

**Year Heard** 1995

**Committee** Committee A

**Local Union** 560 **and Company** ABF Freight System

**Grievant** Rose Ann Mustachio

**Article** 44

**JAC Case Number**

**Regarding**

On behalf of Rose Ann Mustachio, Union alleges violation of Article 44(5), seniority violation.

**Decision Date** 12/13/1995

**Decision**

The claim of the Union is denied.

**Company Position**

No violation of Article 44, Section 5.

**Union Position**

Protesting the seniority date of 4/20/78 being claimed by James Garrambone. This date includes 2-3 years of managerial non-union work. His seniority date should be changed to reflect his original date of Union membership. The grievant's date of 1/1/79, when ABF purchased NAVAIO should be above Mr. Garrambone.

**Committee Supplemental Docket**

**Local Union** 771 **and Company** Yellow Transportation

**Grievant** John R. Murry, Jr.

**Article** 44

**JAC Case Number** 08-03-007 CP\*

**Regarding**

On behalf of John R. Murry, Jr., Union alleges violation of Article 44 on June 12, 2003. Union seeks grievant be made whole any and all lost wages, benefits, fringes; any other appropriate relief and be returned to work immediately, claiming unjust discharge. 8/12/2003-CPA JAGC-Deadlocked. 10/28/03-ERJAC - The Panel, in Executive Session, could not agree on Union's Point of Order. Deadlocked. 12/1/2003-ERJARC-Point of Order forwarded to NGC. 1/7/2004-The NGC made a motion the Union's Point of Order be upheld. Motion DEADLOCKED. 3/31/2004-NGRC - Please be advised that the NRC reviewed the ERJAC transcript of this case and in response to the procedural issue raised by the Union, adopted a motion that in cases where an employer is requesting a driver's entire record be considered in

**Decision Date** 4/27/2004

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that based on the facts presented in this case the claim of the Union is denied and the discharge is sustained.

**Company Position**

The grievant was discharged for a major chargeable accident when he collided with another vehicle and was cited for carelessness operating a vehicle.

**Union Position**

The Company failed to properly investigate this accident. A car cut in front of the grievant causing the accident.

**ERJAC Case Number** R-26-04

**Year Heard** 2004

**Committee** Committee B Discharges & Suspensions

**Local Union** 771                      **and Company** Yellow Transportation

**Grievant** Raymond Heim

**Article** 44

**JAC Case Number** 05-04-035CP\*

**Regarding**

On behalf of Raymond Heim, Union alleges violation of Article 44 on February 13, 2004. Union requests discharge letter be rescinded and grievant be made whole for all lost wages and benefits. 8/11/2004 - CPA JAGC - The Panel in Executive Session, could not reach agreement. This case is deadlocked.

**Decision Date** 10/26/2004

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that based on the facts presented in this instant case and the testimony of the grievant, the discharge is reduced to a thirty (30) day suspension with a final letter of warning.

**Company Position**

The grievant was discharged for violating the Company's attendance policy.

**Union Position**

The grievant has had personal problems that contributed to his attendance problems. The Union is asking for a second chance.

**ERJAC Case Number** C-70-04

**Year Heard** 2004

**Committee** Committee B Discharges & Suspensions

**Local Union** 776                      **and Company** ABF Freight System

**Grievant** Terry Runshaw

**Article** 44

**JAC Case Number** 11-02-009CP\*

**Regarding**

On behalf of Terry Runshaw, Union alleges violation of Article 44. Union seeks grievant be returned to work with full seniority and to be compensated for all losses claiming unjust discharge. 8/11/2004 - CPA JAGC - The Panel in Executive Session, could not reach agreement. This case is deadlocked.

**Decision Date** 10/26/2004

**Decision**

The Panel, in Executive Session, motion made, seconded and carried based on the facts and evidence presented the claim of the Union is denied.

**Company Position**

The grievant was discharged for making terroristic threats in the workplace.

**Union Position**

The grievant apologized for his actions and asked to be put back and he would act in an appropriate manner.

**ERJAC Case Number** R-38-05

**Year Heard** 2005

**Committee** Committee B Discharges & Suspensions

**Local Union** 776 **and Company** Roadway Express

**Grievant** Dameche E. Raudabaugh

**Article** 44

**JAC Case Number**

**Regarding**

On behalf of Dameche E. Raudabaugh, Union alleges violation of Article 44. Union seeks grievant be returned to work with seniority and made whole for all losses.

**Decision Date** 10/18/2005

**Decision**

The Panel, in Executive Session, motion made, seconded and carried the claim of the Union is denied and the discharge is sustained.

**Company Position**

The grievant was discharged for a major accident.

**Union Position**

The grievant adjusted a climate control knob and in doing so lost control of the unit. He realized this is a serious accident but it was just that, an “accident”.

**ERJAC Case Number** C-39-08

**Year Heard** 2008

**Committee** Committee A

**Local Union** 707                      **and Company** Roadway Express

**Grievant** Shon Culbreath

**Article** 44

**JAC Case Number** 2004

**Regarding**

On behalf of Shon Culbreath, Union alleges violation of Article 44 (3) on January 22, 2008. Union seeks grievant be made whole all lost wages plus health, welfare and pension contributions claiming unjust removal from seniority list. 4/2/2008 - NJNY JAC - The Panel, in Executive Session, could not reach agreement. This case is deadlocked.

**Decision Date** 7/22/2008

**Decision**

The Panel, in Executive Session, motion made, seconded and carried, based on the facts presented in this case, the claim of the Union is denied.

**Company Position**

The grievant was removed from the list for failure to contact the Company about an alleged injury.

**Union Position**

The grievant was injured and was told the Company was contesting his injury. The grievant was waiting for a meeting with the compensation board.

**ERJAC Case Number** C-408-95

**Year Heard** 1995

**Committee** Committee A

**Local Union** 560                      **and Company** ABF Freight System

**Grievant** Thomas Tadzick

**Article** 44

**JAC Case Number**

**Regarding**

On behalf of Thomas Tadzick, Union alleges violation of Article 44, seniority ranking and posting violation.

**Decision Date** 12/13/1995

**Decision**

The claim of the Union is denied in this instant case.

**Company Position**

No violation of Article 44.

**Union Position**

No claims for corrections were made within the ten (10) days of the posting of the list. The list was posted from 9/22/95 to 11/9/95, then a new list was posted with many corrections. Grievant's seniority was pushed back months due to the new posting. There are many mistakes on the new posting.

**ERJAC Case Number** C-180-97

**Year Heard** 1998

**Committee** Committee B

**Local Union** 639                      **and Company** Roadway Express

**Grievant** Steven Young, et al

**Article** 44, 54

**JAC Case Number** C-56-97

**Regarding**

On behalf of Steven Young, et al, Union alleges violation of Articles 44(3F) and 54(3) on April 14, 1997 and continuing, Union requests all affected employees be made whole for all lost paid breaks. 7/22/97 - The panel, in executive session, motion made, seconded and carried the case is referred back to the MDDC JAC. Committee B holds jurisdiction. 9/24/97 - MDDC JAC - Reports unable to resolve, matter remains deadlocked. 10/29/97 - The case is referred to the MDDC Negotiating Committee for resolution. Committee B holds jurisdiction. 4/22/98 - The case is referred to the ERJAC Arbitrator for the July, 1998 hearing.

**Decision Date** 7/29/1998

**Decision**

Note: Ron Warren withdrew monetary claim during hearing.

The Arbitrator ruled that based on the facts presented, the claim of the Union is upheld.

**Company Position**

The Company has complied with the decision in case number C-56-97 by paying fifteen (15) minute breaks to the employees listed in the Union's grievance who had enjoyed such breaks by past practice. The company is not required and is not paying such breaks to employees who never enjoyed such as a past practice.

**Union Position**

The Maryland-DC JAC ruled in case number C-56-97 that fifteen (15) minute breaks were to be restored to employees who enjoyed such breaks at the Alexandria, VA terminal in accordance with past practice under Article 54, Section 3. The company is denying such breaks to certain employees at the terminal.



**ERJAC Case Number** C-222-97

**Year Heard** 1998

**Committee** Committee A

**Local Union** 294                      **and Company** Vallerie Transportation

**Grievant** John Hallock, David BellDeane

**Article** 44, 69

**JAC Case Number** C-37-97

**Regarding**

On behalf of John Hallock and David BellDeane, Union alleges violation of Articles 44(1 & 2) and 69 nonpayment of floating holidays and personal days, Deadlocked on Company point of order.

**Decision Date** 4/20/1998

**Decision**

The Panel, in executive session, motion made, seconded and carried that based on the evidence presented, the claim of the Union is upheld.

**Company Position**

Company maintains they are in ongoing negotiations for a new contract and therefore, any decisions rendered at this time would be inappropriate.

**Union Position**

Union maintains that until such time a contract is ratified by the members, the current agreement remains in full force and effect.

**ERJAC Case Number** R-078-99

**Year Heard** 2000

**Committee** Committee A

**Local Union** 560                      **and Company** USF/Red Star

**Grievant** Lenny Miller

**Article** 44, 80

**JAC Case Number** 1287

**Regarding**

On behalf of Lenny Miller, Union alleges violation of Articles 44 and 80 on May 10, 1999. Union seeks grievant be made whole for junior man taking a longer trip. 1/25/2000 - The Panel, in Executive Session, motion made, seconded and carried that this case is referred back to a Sub-Committee (Chuck Piscitello, Lamar Beinhower, Dan Virtue, Nick Picarello) to investigate the facts. Committee A holds jurisdiction.

**Decision Date** 4/18/2000

**Decision**

The Panel in Executive Session accepted the recommendation of the Sub-Committee, therefore; the claim of the Union is upheld.

**Company Position**

The Company developed an additional Buffalo load while at the same bid to make a Syracuse load that was projected and then offered. Because of that development, the junior man was put on the Buffalo rather than the Syracuse he originally took.

**Union Position**

The Company violated the seniority of the grievant by not offering the trip a junior man ran when all trips were offered at call time.

**ERJAC Case Number** C-100-01

**Year Heard** 2002

**Committee** Committee B

**Local Union** 430                      **and Company** Roadway Express

**Grievant** Mark W. Smith

**Article** 45

**JAC Case Number** 03-01-028CP

**Regarding**

On behalf of Mark W. Smith, Union alleges violation of Article 45(1). Union seeking grievance be made whole for two (2) hours and for \$300.00 test be paid for since it was required during the course of a DOT physical. 10/23/2001 - The Panel, in Executive Session, could not reach agreement. This case is deadlocked. 12/21/01 - The Eastern Region Joint Area Review Committee placed this case on hold. 3/18/02 - This case remains on hold, 5/23/02 - Committee Hold.

**Decision Date** 9/4/2002

**Decision**

The Eastern Region Joint Area Review Committee based upon a review of the transcripts and evidence ruled based on the facts presented the claim of the Union is denied.

**Company Position**

The employer is not responsible to pay for this stress test. The employer contributes to the Health & Welfare Fund where the grievance should submit the invoice for this test.

**Union Position**

The grievance was required by the company doctor to get a stress test. The company is refusing to pay for this test.

**ERJAC Case Number** C-024-98

**Year Heard** 1998

**Committee** Committee A

**Local Union** 391 **and Company** Yellow Transportation

**Grievant** All Affected Employees

**Article** 45

**JAC Case Number** 533C97

**Regarding**

On behalf of all affected employees, Union alleges violation of Article 45, Union protest of Company policy. 2/24/98 - The Panel, in executive session, motion made and seconded that based on the facts and evidence presented, the claim of the Union is denied. Motion deadlocked to National Grievance Committee. Per National Grievance Committee Letter 5/1/98 this case should be resolved at the ERJAC.

**Decision Date** 10/26/1998

**Decision**

The panel, in executive session, motion made, seconded and carried that effective immediately any employee who was hired with a CDL as a condition of employment must maintain his/her CDL qualification. Therefore, the claim of the Union is denied.

**Company Position**

The reason for the posting is that we had employees who were voluntarily giving up their driver qualification even though they were hired as driver qualified. It is the company's position that we are well within our right and certainly within the contract to require that an employee hired as driver qualified maintain that qualification unless that employee is deemed ineligible to drive, not by his choice.

**Union Position**

It is the position of the Union that a dock worker or switcher is under no obligation to maintain his driver status and he would be no less qualified to perform his/her duties than would a dock worker or switcher who lost his driver status through a medically disqualifying condition or through a license violation.

**ERJAC Case Number** R-15-04

**Year Heard** 2004

**Committee** Committee B

**Local Union** 776                      **and Company** Roadway Express

**Grievant** Michael Alleman

**Article** 45

**JAC Case Number** 03-04-029CP

**Regarding**

On behalf of Michael Alleman, Union alleges violation of Article 43. Union requests grievant be made whole for all lost wages and benefits. 3/5/2004 - HBG JLC - The Panel, in Executive Session, could not reach agreement. This case is deadlocked. 5/12/2004 - CPA JAGC - The Panel in Executive Session could not reach agreement. This case is deadlocked. 7/27/2004 - ERJAC - The Panel, in Executive Session, could not reach agreement. The case is deadlocked.

**Decision Date** 10/8/2004

**Decision**

The Eastern Region Joint Area Review Committee based upon a review of the transcripts and evidence ruled the claim of the Union is upheld for five (5) days pay.

**Company Position**

Company maintained that he was not returned to work until after grievant successfully passed functional capacity testing. Grievant nor Union requested third doctor's opinion.

**Union Position**

Union maintained that he should be made whole for all lost wages and benefits as Company doctor would not allow grievant to return to work until after passing functional capacity testing.

**ERJAC Case Number** R-25-05

**Year Heard** 2005

**Committee** Committee B Discharges & Suspensions

**Local Union** 391 **and Company** Roadway Express

**Grievant** Edward Dwayne Hemrick

**Article** 45

**JAC Case Number**

**Regarding**

On behalf of Edward Dwayne Hemrick, Union alleges violation of Article 45 on May 2, 2005. Union seeks grievant be reinstated and made whole all lost wages and/or benefits claiming unjust discharge. 7/19/2005 - ERJAC - The Panel, in Executive Session, could not reach agreement. The case is deadlocked.

**Decision Date** 8/30/2005

**Decision**

The Eastern Region Joint Area Review Committee based upon a review of the transcripts and evidence ruled the grievant must submit to a psychological exam and further treatment if so ordered. The grievant must be certified to return to work no sooner than October 1, 2005 with all time off a suspension.

**Company Position**

The grievant was discharged for committing theft while on duty and using a company vehicle as a getaway vehicle.

**Union Position**

The above-named employee was improperly and/or unjustly discharged for alleged dishonesty, physical violence while on duty, being off route for the purpose of committing a crime, using a Roadway vehicle as a getaway vehicle, shoplifting, escape, lying to company officials and outrageous conduct.

**ERJAC Case Number** C-87-05

**Year Heard** 2005

**Committee** Committee B Discharges & Suspensions

**Local Union** 391 **and Company** Roadway Express

**Grievant** Steven Deal

**Article** 45

**JAC Case Number**

**Regarding**

On behalf of Steven Deal, Union alleges violation of Article 45 and all appropriate articles on September 19, 2005. Union seeks grievant be made whole all lost wages and benefits claiming unjust discharge.

**Decision Date** 11/9/2005

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that based on the facts and evidence presented in this case, including the testimony of the grievant, the claim of the Union is denied and the discharge is sustained.

**Company Position**

The grievant engaged in physical violence while on duty at Winston-Salem.

**Union Position**

Company took improper action on the grievant after a disagreement had taken place between another employee and him. The incident that took place was not a matter of an accident or an act of dishonesty.

**ERJAC Case Number** C-88-05

**Year Heard** 2005

**Committee** Committee B Discharges & Suspensions

**Local Union** 391                      **and Company** Roadway Express

**Grievant** Michael Wood

**Article** 45

**JAC Case Number**

**Regarding**

On behalf of Steven Deal, Union alleges violation of Article 45 and all appropriate articles on September 19, 2005. Union seeks grievant be made whole all lost wages and benefits claiming unjust discharge.

**Decision Date** 11/9/2005

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that based on the facts and evidence presented in this case including the testimony of the grievant, the discharge is reduced to a one (1) week disciplinary suspension; the grievant is to be returned to work with all other back pay and benefits less monies earned.

**Company Position**

The grievant engaged in physical violence while on duty at Winston-Salem.

**Union Position**

The Company has failed to give Brother Wood the protection and safe work environment; he did not initiate the confrontation.



**Committee** Committee B

**Local Union** 229                      **and Company** Yellow Transportation

**Grievant** John Canfield

**Article** 45

**JAC Case Number** 11-05-008CP

**Regarding**

On behalf of John Canfield, Union alleges violation of Article 45 on July 25, 2005. Union seeks grievant be returned to work and made whole for all wages and benefits from July 25, 2005 to present. 11/9/2005 - CPA JAGC - The Panel, in Executive Session, could not reach agreement. This case is deadlocked. 1/17/2006 - ERJAC - The Panel, in Executive Session, could not reach agreement. This case is deadlocked. 3/9/2006 - ER Review - The Eastern Region Joint Area Review Committee based upon a review of the transcripts and evidence ruled they cannot agree. The case is deadlocked by the Review Committee.

**Decision Date** 10/4/2006

**Decision**

Please be advised that the National Grievance Committee adopted the following recommendation of the subcommittee:

The subcommittee met on August 31, 2006 and reviewed the information and facts of the case and the claim from July 2005 to May 2006. The subcommittee recommends the claim of the Union be upheld for fourteen (14) weeks back pay and applicable benefits.

**Company Position**

The grievant has never been cleared for return to work by a Company doctor.

**Union Position**

The grievant has been cleared to return to work on July 11, 2005 and the Company will not return the employee to work.

**ERJAC Case Number** R-074-99

**Year Heard** 2000

**Committee** Committee A

**Local Union** 449 **and Company** Consolidated Freightways

**Grievant** Stan Lubkowski

**Article** 45, 48

**JAC Case Number** R-049-99

**Regarding**

On behalf of Stan Lubkowski, Union alleges violation of Articles 45 and 48 on June 4, 1999. Union seeks double pay on pay sheet 381204.

**Decision Date** 1/25/2000

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that in this particular case, the claim of the Union is upheld for one-half of the amount of the claim.

**Company Position**

The Company received grievant's request for pay adjustment on June 10, 1999. Payroll was called on June 11, 1999 to verify shortage. An adjustment was submitted and grievant was paid on June 17, 1999, which included his pay shortage.

**Union Position**

Grievant turned in pay sheet on 5/25/99. His shortage was not paid in his pay check of 6/3/99 and he is therefore entitled to double the amount due in accordance with the contract. Grievant was finally paid on 6/19/99

**Committee** Committee B

**Local Union** 776                      **and Company** ABF Freight System

**Grievant** Ed Waidley

**Article** 45, 54

**JAC Case Number**

**Regarding**

On behalf of Ed Waidley, Union alleges violation of Articles 45 and 54 on July 28, 2004. Union requests grievant be made whole for all lost work opportunity and benefits when improperly removed from service. 11/5/04 - HBG JLC - The Panel, in Executive Session, motion made, seconded and carried that this case be referred back to the parties. This panel retains jurisdiction. 2/4/05 - HBG JLC - The parties report they are unable to resolve this issue. The case will be submitted to CPA JAGC for hearing. 2/9/2005 - CPA JAGC - The Panel in Executive Session, could not reach agreement. This case is deadlocked. 4/27/05 - ERJAC - The Panel, in Executive Session, could not reach agreement. The case is deadlocked.

**Decision Date** 6/15/2005

**Decision**

The Eastern Region Joint Area Review Committee based upon a review of the transcripts and evidence ruled the claim of the Union is upheld for one-half (1/2) of the claim with pension contributions to be made from original claim date of July 28, 2004, to November 16, 2004.

**Company Position**

The grievant was not medically qualified to drive because of a heart condition.

**Union Position**

The grievant was removed from service improperly. The grievant was given a valid DOT card by the Company doctor and should never have been pulled out of service.

**ERJAC Case Number** R-075-99

**Year Heard** 2000

**Committee** Committee A

**Local Union** 449                      **and Company** Roadway Express

**Grievant** Gary Sledziewski

**Article** 45, 65

**JAC Case Number** R-043-99

**Regarding**

On behalf of Gary Sledziewski, Union alleges violation of Articles 45 and 65 on March 4 and 5, 1999. Union seeks grievant be made whole \$238.98 for not being sent home after his third sleep.

**Decision Date** 4/18/2000

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that based on the facts in this instant case, the claim of the Union is upheld for four (4) hours.

**Company Position**

Grievant should not have been put to bed in Buffalo from Akron after his third sleep in accordance with the contract.

**Union Position**

Grievant was sent properly in accordance with the contract, due to impassable highways he was delayed.

**ERJAC Case Number** R-041-97

**Year Heard** 1997

**Committee** Committee B

**Local Union** 171 **and Company** ABF Freight System

**Grievant** Susan Barth

**Article** 46

**JAC Case Number** 77-R-96

**Regarding**

On behalf of Susan Barth, Union alleges violation of Article 46 on December 21, 1995, Union requests Company pay the required four (4) week's contributions.

**Decision Date** 1/27/1997

**Decision**

The panel, in executive session, motion made, seconded and carried that the claim of the Union is denied.

**Company Position**

Grievant had been out for several months prior to returning to work on 12/8/95. Ms. Barth did return to work on 12/9/95 and made five (5) trips and marked off on 12/21/95 with the same illness she had been out on before. Since the Company had already paid this four (4) week contribution, no contribution is necessary on the same illness.

**Union Position**

The grievant is off work due to illness. Her last day of work was 12/21/95. The company refuses to make the four (4) weeks contribution as required by Article 46, Section 5 and as requested by Teamsters Joint Council No. 83 - Health, Welfare and Pension Funds in letter dated 4/11/96.

**ERJAC Case Number** R-65-00

**Year Heard** 2000

**Committee** Committee A

**Local Union** 317                      **and Company** APA Transport Corp.

**Grievant** All Affected

**Article** 46

**JAC Case Number** R-042-00

**Regarding**

On behalf of All Affected Members, Union alleges violation of Article 68(4) on July 3, 2000. Union seeks grievant be made whole for Company laying off entire work force to avoid paying the holiday.

**Decision Date** 10/23/2000

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that based on the facts in this instant case, each affected employee is to be paid four (4) hours.

**Company Position**

The company laid off everyone on July 3rd and brought in one man in seniority order for the work that was available.

**Union Position**

July 3rd was a normal work day and the Company illegally laid off the list.

**ERJAC Case Number** C-001-98

**Year Heard** 1998

**Committee** Committee B

**Local Union** 29                      **and Company** ABF Freight System

**Grievant** William Clark

**Article** 46, 47

**JAC Case Number** 78-C-97

**Regarding**

On behalf of William Clark, Union alleges violation of Articles 46 & 47, Union claiming Company has failed to pay necessary contributions on grievant's' behalf while he was off due to an on-the-job injury.

**Decision Date** 4/22/1998

**Decision**

The panel, in executive session, motion made, seconded and carried that based on the facts presented, the claim of the Union is upheld.

**Company Position**

Grievant was laid off on 1/31/97; his health and welfare insurance was paid from the date he was injured on 1/8 up through the first week of February 1997. It is the Company's position that when he received his layoff notice that his status is the same as any other employee at that terminal that is in layoff and the fact that he is injured does not afford him any benefits that any laid off employee would not receive.

**Union Position**

The grievant incurred an on-the-job injury 1/8/97; he was laid off on 1/31/97 (terminal closing). The company paid four (4) weeks of contributions for January and one week for February. Brother Clark was not released to return to work until 8/11/97. The company has failed to pay necessary contributions on his behalf while he was off due to the on-the-job injury.

**ERJAC Case Number** R-61-88

**Year Heard** 1988

**Committee** Committee A

**Local Union** 597 **and Company** St. Johnsbury Trucking Co.

**Grievant** Charles Blanchard

**Article** 46, 48

**JAC Case Number** 6984 V

**Regarding**

On behalf of Charles Blanchard, Union alleges violation of Articles 46 (g) and 46, claiming four (4) hours Holiday penalty pay of \$58.72.

**Decision Date** 7/26/1988

**Decision**

Carried that the claim of the Union is denied.

**Company Position**

No violation of holiday pay.

**Union Position**

Union claims the grievant is due holiday pay of \$58.72.



**ERJAC Case Number** R-25-94

**Year Heard** 1994

**Committee** Committee A

**Local Union** 597                      **and Company** St. Johnsbury Trucking Co.

**Grievant** John Traverse

**Article** 46, 48

**JAC Case Number** 7719V

**Regarding**

On behalf of John Traverse, Union alleges violation of Articles 46, 48, claiming Company failed to pay grievant for personal holidays.

**Decision Date** 6/2/1994

**Decision**

The Panel, in executive session, motion made, seconded and carried that based on the facts of the Employer's concession to the Union's claim, the claim of the Union is upheld.

**Company Position**

No violation.

**Union Position**

Company failed to pay grievant for personal holidays.

**ERJAC Case Number** C-38-93

**Year Heard** 1994

**Committee** Committee A

**Local Union** 340                      **and Company** St. Johnsbury Trucking

**Grievant** Jay A. Mountain

**Article** 46, 48

**JAC Case Number** 7617M

**Regarding**

On behalf of Jay A. Mountain, Union alleges violation of Articles 46 and 48, claiming grievant entitled to holiday pay when on layoff because layoff period did not exceed 30 days.

**Decision Date** 6/2/1994

**Decision**

The Panel in Executive Session, motion made, seconded and carried the claim of the Union is upheld.

**Company Position**

Maintained grievant caused himself to become ineligible for the holiday pay in question by not being available for work when called each day during the holiday week payroll period.

**Union Position**

Grievant entitled to holiday pay for holiday that fell during his period of layoff because the layoff period did not exceed thirty (30) days.

**ERJAC Case Number** C-49-94

**Year Heard** 1994

**Committee** Committee A

**Local Union** 597 **and Company** St. Johnsbury Trucking

**Grievant** All Affected Employees

**Article** 46, 49

**JAC Case Number** 7712V

**Regarding**

On behalf of all affected employees, Union alleges violation of Articles 46, 49, claiming Company failed to pay failed to pay earned vacation for 1993 and 1994.

**Decision Date** 6/2/1994

**Decision**

The Panel, in executive session, motion made, seconded and carried that the claim for earned vacation for vacation for 1993 and 1994 is covered by the filing of Nov. 4, 1993 of the schedule of St. Johnsbury Trucking Co. in Case #93B43136FGC. The remaining portion of the Union's claim is denied based on the facts and evidence presented.

**Company Position**

**Union Position**

Company has failed to pay earned vacations due all employees working for the Company. In combination, the Employer owes a total of \$441,331.32 in vacation pay which should have been paid to the listed employees.

**ERJAC Case Number** C-065-93

**Year Heard** 1995

**Committee** Committee A

**Local Union** 597                      **and Company** Roadway Express

**Grievant** Ronald Geraw

**Article** 46, 49

**JAC Case Number** 7614V

**Regarding**

On behalf of Ronald Geraw, Union alleges violation of Articles 46 and 49, claiming all days lost due to injury of grievant should count towards vacation qualification.

**Decision Date** 1/24/1995

**Decision**

This case was heard July, 1993 by Committee ""A"" and referred back to the NNE Negotiating Committee for interpretation. The matter was tabled 10/93, 1/94, 7/94, 10/94, and 1/95. After submitting a report, the Executive Committee ruled: The Panel, in executive session, motion made, seconded and carried that based on the provisions of Article 49, Section A of the Northern New England General Freight Agreement, the Panel ruled the grievant qualified for his first year vacation and should be so compensated.

**Company Position**

Had the grievant been active and not on Workers' Compensation he would not have qualified for vacation due to lack of work, Article 49 (a) not intended to be more liberal.

**Union Position**

Union maintained all days lost due to injury should count towards vacation qualification.

**ERJAC Case Number** C-42-91

**Year Heard** 1991

**Committee** Committee A

**Local Union** 633 **and Company** Roadway Express

**Grievant** David Horion, et al

**Article** 46, 52

**JAC Case Number**

**Regarding**

On behalf of David Horion, et al, Union alleges violation of Articles 46 and 52, claiming grievants should have been paid travel time as time worked, in addition to overtime where applicable.

**Decision Date** 10/22/1991

**Decision**

The Panel, in executive session, motion made, seconded and carried that based on the facts presented the claim of the Union is denied.

**Company Position**

The Company contends there is no violation of Article 52.

**Union Position**

Grievants should have been paid travel time as time worked, in addition to overtime where applicable.

**ERJAC Case Number** R-16-93

**Year Heard** 1994

**Committee** Committee A

**Local Union** 597                      **and Company** St. Johnsbury Trucking Co.

**Grievant** Nick Furfuro

**Article** 46, 55

**JAC Case Number** 7642V

**Regarding**

On behalf of Nick Furfuro, Union alleges violation of Articles 46 and 55 claiming Company failed to provide transportation in a timely manner; grievant due compensation of \$12.34.

**Decision Date** 6/2/1994

**Decision**

The Panel, in executive session, motion made, seconded and carried that based on the facts of the Employer's concession to the Union's claim, the claim of the Union is upheld.

**Company Position**

Company is not responsible party that caused delay and not responsible for delays under thirty (30) minutes.

**Union Position**

Company failed to provide transportation in timely manner. Grievant due compensation for delay time.

**ERJAC Case Number** C-51-94

**Year Heard** 1994

**Committee** Committee A

**Local Union** 597 **and Company** St. Johnsbury Trucking

**Grievant** All Affected Employees

**Article** 46, 58, 59

**JAC Case Number** 7718V

**Regarding**

On behalf of all affected employees, Union alleges violation of Articles 46, 58, 59, claiming Company failed to pay health, welfare, pension contributions failed to pay health, welfare, pension contributions from 3/28/93 through 6/14/93.

**Decision Date** 6/2/1994

**Decision**

The Panel, in executive session, motion made, seconded and carried that the claim for health, welfare and pension contributions is covered by the filing of Nov. 4, 1993 of the schedule of St. Johnsbury in Case #93B43136FGC. The remaining portion of the Union's claim is denied based on the facts and evidence presented.

**Company Position**

Company made all contributions for April. Contributions for May 1993 through June 14, 1993 were not made. Company has filed and Unsecured Non-Priority claim for one lump sum on behalf of the fund.

**Union Position**

Company has failed to pay the required Health, Welfare and Pension contributions on all hours worked up to the forty (40) in the applicable weeks on their regular and casual employees from March up to closing.

**ERJAC Case Number** R-12-04

**Year Heard** 2004

**Committee** Committee A

**Local Union** 677                      **and Company** New Penn Motor Express

**Grievant** Ronald Burek

**Article** 47

**JAC Case Number** 04-0129

**Regarding**

On behalf of Ronald Burek, Union alleges violation of Article 47 on February 26, 2004. Union claims grievant was suspended for going through EZPass at 18 MPH. NOTE: This case governs case number 04-0130. 4/28/2004 - SNE JAC - The Panel in Executive Session could not reach agreement. This case is deadlocked.

**Decision Date** 7/27/2004

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that based on the facts presented in this instant case the suspension is reduced to a final warning letter.

**Company Position**

The Company was notified by EZPass the driver was cited for 18 mph in a 5 mph lane. The grievant was previously warned for this violation. The Company does not want to lose the right to use EZPass.

**Union Position**

The Company suspended the grievant for speeding through EZPass lanes. There is nothing that verifies the accuracy of the EZPass report of speeding. Driver do not get arrested for EZPass violations.



**Committee** Committee A

**Local Union** 449                      **and Company** Yellow Transportation

**Grievant** Dan Geblein

**Article** 47

**JAC Case Number** R-11-05

**Regarding**

On behalf of Dan Geblein, Union alleges violation of Article 47 on April 30, 2005. Union seeks grievant be made whole \$138.00 for mandatory background check for HazMat. 8/24/2005 - NYS JAC - The Panel in Executive Session could not reach agreement. The case is referred to the New York State Negotiating Committee. 2/21/2006 - NYS NEG - The Negotiating Committee ruled they could not reach agreement. The case is deadlocked to the Eastern Region. 4/26/2006 - ERJAC - The Panel, in Executive Session, could not reach agreement. The case is deadlocked. 5/25/2006 - ER Review - The Eastern Region Joint Area Review Committee based upon a review of the transcripts and evidence ruled the case is deadlocked.

**Decision Date** 7/12/2006

**Decision**

Please be advised that the National Grievance Committee adopted a motion that the claim of the Union be upheld. Motion deadlocked.

**Company Position**

The Company believes the language of Article 16 should apply, not Article 47. It is the Company's position that a driver must maintain his license with required endorsements.

**Union Position**

The Company is not paying for the fingerprint test part of the HazMat endorsement.

**ERJAC Case Number** C-102-96

**Year Heard** 1996

**Committee** Committee B

**Local Union** 776                      **and Company** ABF Freight System (Carolina)

**Grievant** Glenn Floyd

**Article** 48

**JAC Case Number** 02-96-031

**Regarding**

On behalf of Glenn Floyd, Union alleges violation of Article 48, Union claiming grievant be made whole for fifth week of vacation. 4/22/96 - The panel, in executive session, could not reach a decision, the case is deadlocked.

**Decision Date** 4/22/1996

**Decision**

The Arbitrator ruled that the claim of the Union is upheld.

**Company Position**

Grievant chose to take an inactive layoff and therefore, did not earn the fifth (5th) week of vacation.

**Union Position**

Grievant is a mechanic who qualified for his fifth (5th) week of vacation but was not paid.

**ERJAC Case Number** C-008-96

**Year Heard** 1997

**Committee** Committee B

**Local Union** 776                      **and Company** ABF Freight System

**Grievant** William G. Thompson

**Article** 48

**JAC Case Number** 10-95-016

**Regarding**

On behalf of William G. Thompson, Union alleges violation of Article 48, Union claiming additional vacation pay and fringes. 4/22/96 - The panel, in executive session, motion made, seconded and carried that this case be referred to the Central PA Negotiating Committee. 6/12/96 - Central PA Negotiating Committee could not reach an agreement, deadlocked to ERJAC Arbitration Panel. 7/22/96 - Central Pennsylvania Negotiating Committee unable to resolve.

**Decision Date** 1/29/1997

**Decision**

Arbitrator's Decision: The Arbitrator ruled that based on the fact that the grievant's W-2 earnings were earned in 49 weeks, the claim of the Union is upheld.

**Company Position**

Contractual language stipulates fifty-two (52) weeks unless absence is due to illness, injury or notice of layoff.

**Union Position**

Grievant did not work fifty-two (52) weeks because of strike; therefore, vacation pay should be computed as 1/49th.

**ERJAC Case Number** R-073-98

**Year Heard** 1998

**Committee** Committee B

**Local Union** 776                      **and Company** Consolidated Freightways

**Grievant** Arnold Enslin

**Article** 48

**JAC Case Number** 04-98-041

**Regarding**

On behalf of Arnold Enslin, Union alleges violation of Article 48 Improper Dispatch, Union request grievant be made whole for twenty-six (26) hours and seven (7) minutes.

**Decision Date** 10/27/1998

**Decision**

The panel, in executive session, motion made, seconded and carried that the claim of the Union is denied.

**Company Position**

Payment is made only if there is an improper dispatch; also, penalty payment is for system drivers, not extra-board personnel.

**Union Position**

Company did not dispatch team in contractual time for purpose of taking vacation.

**ERJAC Case Number** R-017-94

**Year Heard** 1995

**Committee** Committee B

**Local Union** 776                      **and Company** Carolina Freight Carriers

**Grievant** Jack Quatrara

**Article** 48

**JAC Case Number**

**Regarding**

On behalf of Jack Quatrara, Union alleges violation of Article 48, claiming proper vacation payment.

**Decision Date** 1/23/1995

**Decision**

The Panel, in executive session, motion made, seconded and carried to adopt the Subcommittee report. Based on the facts presented, the Company did not use the proper period for calculating the employees W-2 for vacation pay. Therefore, the claim of the Union and the grievant for vacation pay to be paid for 1993 W-2 is upheld for the difference of \$91.22. The claim for penalty pay and interest is denied.

**Company Position**

Contract states that the man will be paid vacation predicated on the previous year's W-2 forms. Vacation was taken in 1993 so 1992 W-2 was used.

**Union Position**

Man took vacation the last week of December which was included in the 1994 W-2 so he should have been paid at the 1993 W-2 rate.

**ERJAC Case Number** C-32-04

**Year Heard** 2004

**Committee** Committee B

**Local Union** 776                      **and Company** Roadway Express

**Grievant** Ken Leyda

**Article** 48

**JAC Case Number** 02-04-018CP

**Regarding**

Alleged violation of Article 48 (2). Union claims violation of seniority rights which states for two (2) weeks of Antler Deer season allow a maximum of 10% of work force off for hunting season according to seniority rights in each classification or shift. 2/6/04 - HBG JLC - The Panel, in Executive Session, could not reach an agreement. This case is deadlocked. 2/11/2004 - CPA JAGC - The Panel in Executive Session could not reach agreement. This case is deadlocked.

**Decision Date** 4/27/2004

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that based on the facts presented and Roadway's long-standing policy of deer season bookoffs, the claim of the Union is denied.

**Company Position**

The Company is allowing people off for deer season the same way for 20 plus years.

**Union Position**

The Company is not allowing men to take vacation during deer season because they allow more than 10% off the first day.

**ERJAC Case Number** R-27-06

**Year Heard** 2006

**Committee** Committee B

**Local Union** 771                      **and Company** Yellow Transportation

**Grievant** Ray Paige

**Article** 48

**JAC Case Number** 03-06-004CP

**Regarding**

Alleged violation of Article 48 on December 31, 2005. Union seeks applicable hourly rate for all time grievant was required to work inside the twelve (12) hours prior to the beginning of his vacation. 6/7/2006 - CPA JAGC - The Panel, in Executive Session, could not reach agreement. This case is deadlocked. 7/19/2006 - ERJAC - The Panel, in Executive Session, could not reach agreement. The case is deadlocked.

**Decision Date** 9/12/2006

**Decision**

The Eastern Region Joint Area Review Committee based upon a review of the transcripts and evidence ruled, based on the facts in this instant case, the claim of the Union is upheld.

**Company Position**

The grievant is claiming for payment based on language for □system□ road driver and he is not a system road driver.

**Union Position**

The grievant was not home in time to begin his vacation. He is owed eleven (11) hours and fifteen (15) minutes.

**ERJAC Case Number** R-20-06

**Year Heard** 2006

**Committee** Committee B

**Local Union** 776                      **and Company** ABF Freight System

**Grievant** Duane A. McCorkle

**Article** 48

**JAC Case Number** 06-06-004CP

**Regarding**

On behalf of Duane A. McCorkle, Union alleges violation of Article 48. Union seeks grievant be made whole \$343.40 and all monies due claiming pay shortage. 5/9/2006 - HBG JLC - The Panel, in Executive Session, could not reach agreement. This case is deadlocked. 6/7/2006 - CPA JAGC - The Panel, in Executive Session, could not reach agreement. This case is deadlocked. 10/17/2006 - ERJAC - The Panel, in Executive Session, could not reach agreement. The case is deadlocked.

**Decision Date** 12/14/2006

**Decision**

The Eastern Region Joint Area Review Committee based upon a review of the transcripts and evidence ruled the case is referred to the Central Pennsylvania Negotiating Committee.

**Company Position**

The Company paid the grievant the average of fifty-three (53) weeks pay because the weeks off were not for illness, injury or notice of layoff.

**Union Position**

The grievant was shorted his vacation pay. He was off seven (7) weeks FMLA to take care of his wife and the Company reduced his pay by seven (7) weeks.



**ERJAC Case Number** C-38-08

**Year Heard** 2008

**Committee** Committee B

**Local Union** 776                      **and Company** Roadway Express

**Grievant** David L. Keckley

**Article** 48

**JAC Case Number** 04-08-001CP

**Regarding**

On behalf of David L. Keckly, Union alleges violation of Article 48. Union seeks grievant be made whole pay shortage on vacation check. NOTE: Pilot for grievance 123804. 2/6/2008 - HBG JLC - The Panel, in Executive Session, could not reach agreement. This case is deadlocked. 4/3/2008 - CPA JAGC - The Panel, in Executive Session, could not reach agreement. This case is deadlocked. 7/22/2008 - ERJAC - The Panel, in Executive Session, could not reach agreement. This case is deadlocked.

**Decision Date** 9/20/2009

**Decision**

The Eastern Region Joint Area Review Committee based upon a review of the transcripts and evidence ruled the claim of the Union is denied.

**Company Position**

The grievant is entitled to the average of his earnings, not his expenses, which were included on his W-2.

**Union Position**

The grievant was short in his average weekly vacation pay from his earnings stated on his W-2.

**ERJAC Case Number** R-03-10

**Year Heard** 2009

**Committee** Committee B

**Local Union** 776 **and Company** ABF Freight System

**Grievant** Donald Coddington

**Article** 48

**JAC Case Number** 09-09-001CP

**Regarding**

On behalf of Donald Coddington, Union alleges violation of Article 48. Union seeks grievant be made whole all monies and fringes due. 7/8/2009 - HBG JLC - The Panel, in Executive Session, could not reach agreement. This case is deadlocked. 11/4/2009 - CPA JAGC - The Panel, in Executive Session, could not reach agreement. This case is deadlocked.

**Decision Date** 1/26/2010

**Decision**

The Panel, in Executive Session, motion made, seconded and carried based on the facts in this instant case, the claim of the Union is denied.

**Company Position**

The grievant was working in the city when he took vacation and therefore, was paid in that classification.

**Union Position**

The grievant bid the road and therefore, should be paid in that classification.

**ERJAC Case Number** R-2-11

**Year Heard** 2011

**Committee** Committee A

**Local Union** 449                      **and Company** YRC, Inc.

**Grievant** Andrew Lacko

**Article** 48, 49

**JAC Case Number** R-03-11

**Regarding**

On behalf of Andrew Lacko, Union alleges violation of Articles 48 and 49 on November 20, 2010 and December 4, 2010. Union seeks grievant be made whole vacation pay at double rate as it was not paid timely; \$3,743.60. 2/22/2011 - NYS JAC - The Panel in Executive Session could not reach agreement. This case is deadlocked.

**Decision Date** 4/19/2011

**Decision**

The Panel, in Executive Session, motion made, seconded and carried based on the facts presented in this instant case, the claim of the Union is denied.

**Company Position**

The Company tried to correct the problem by issuing a draft for his vacation, which the grievant refused because he didn't agree with the amount.

**Union Position**

The Company did not pay the grievant timely for vacation pay and, as a result, he is due a penalty of double pay.

**ERJAC Case Number** C-13-90

**Year Heard** 1990

**Committee** Committee A

**Local Union** 25                      **and Company** Con-Way Eastern Express

**Grievant** All Affected Employees

**Article** 49

**JAC Case Number** 89-1112

**Regarding**

Violation of Article 49 of NMFA & NESFA involving all affected employees. Union claims proper payment for employees for Columbus Day Holiday and seeks applicable premium rate of pay for all hours worked on that holiday.

**Decision Date** 1/23/1990

**Decision**

The panel in executive session, motion made, seconded and carried, that the claim of the Union is denied.

**Company Position**

No violation of Article 49 regarding holiday pay.

**Union Position**

Union seeks proper payment for employees for Columbus Day Holiday.

**ERJAC Case Number** C-119-95

**Year Heard** 1995

**Committee** Committee A

**Local Union** 404                      **and Company** ABF Freight System

**Grievant** David Illingsworth

**Article** 49

**JAC Case Number**

**Regarding**

On behalf of David Illingsworth, Union alleges violation of Article 49, claiming Company denied grievant two personal days (previously approved); requesting 16 hours' pay plus health, welfare, pension.

**Decision Date** 4/25/1995

**Decision**

The Panel, in executive session, motion made, seconded and carried that the claim of the Union is denied. Therefore there is no violation of the contract.

### **Company Position**

The Company maintained that the manager was not aware of the fact that the grievant would not qualify for the personal days if he did not work at least one (1) day in the payroll period. Therefore, he was not paid for the personal days. The grievant was allowed to take and was paid for the personal days on December 28 and 29, 1994.

### **Union Position**

Union maintained that grievant properly requested and was given permission to take two (2) personal days and sick days together during week of December 12, 1994. It was only when grievant received his check did he realize that he company had reversed its decision and did not pay for the personal days. Union requests grievant be made whole.

**ERJAC Case Number** C-44-05

**Year Heard** 2005

**Committee** Committee A

**Local Union** 251                      **and Company** USF Red Star

**Grievant** All Affected Employees

**Article** 49                                      **JAC Case Number**

**Regarding**

Alleged violation of Article 49 (f) on April 4 and ongoing. Union seeks that all affected employees that were on vacation during a holiday week receive and be made whole for all purposes for said holiday.  
4/19/2005: To be placed on the agenda for hearing at the USF Red Star Committee hearing in April.

**Decision Date** 4/27/2005

**Decision**

The Panel in Executive Session, motion made, seconded and carried any employee who received vacation pay the week of Memorial Day and was not paid the holiday is due the holiday pay.

**Company Position**

Per agreement 1/19/2005 between the Eastern Region Freight Committee and the Teamsters, per Article 49, all USF Red Star employees who were paid their scheduled vacation pay for Memorial Day week shall also be paid the holiday pay, which occurred during the employee(s) vacation week.

**Union Position**

The Company had no obligation to pay holiday pay unless the employee(s) was eligible for payment based on the NESFA under which they worked when Red Star ceased operating on or about May 23, 2004; Red Star has paid those employees.

**ERJAC Case Number** C-241-97

**Year Heard** 2000

**Committee** Committee B

**Local Union** 776                      **and Company** ABF Freight System

**Grievant** All Affected Employees

**Article** 49, 50

**JAC Case Number** 07-97-083

**Regarding**

On behalf of all affected employees, Union alleges violation of Articles 49, 50, Union claiming Company is not making proper contributions to H, W and P for extra board employees. 4/20/98 - The case is referred to the CPA NEG Committee. Committee B holds jurisdiction. 4/27/99 - The Panel, in Executive Session, motion made, seconded and carried to accept the recommendation from the CPA NEG Committee that Shugart and ABF are to go back to June 13, 1997 and determined employees who are short or over reported pension hours up to 3/31/99. 9/10/99 - Rreferred to Committee B. 10/26/99 - This case is deadlocked.

**Decision Date** 1/20/2000

**Decision**

The Eastern Region Joint Area Review Committee ruled that based upon a review of the transcript and documentation submitted, including the parties agreement of 5/31/94, the claim of the Union is upheld. The Central PA Health, Welfare & Pension Fund auditors are instructed to perform an audit from 5/31/94 forward, and to make proper adjustments of contributions made in accordance with the work week of the extra board employees involved.

**Company Position**

Company is making contributions to the Funds based on hours worked in the reporting week.

**Union Position**

Company is not making proper contributions to the Health, Welfare and Pension Funds. Any employee who works forty (40) hours in a work week should be credited with forty (40) hours.

**ERJAC Case Number** C-33-09

**Year Heard** 2009

**Committee** Committee B

**Local Union** 355 **and Company** YRC, Inc.

**Grievant** Local 355 on behalf of Wm. Decker

**Article** 49, 50

**JAC Case Number** 13C09

**Regarding**

On behalf of Wm. Decker, Union alleges violation of Articles 49 (2) and 50 (1a) on May 13, 2009 and ongoing. Union seeks grievant be made whole six (6) weeks of contributions claiming they have not been made as required for absence due to an illness. 8/27/2009 - MDDC JAC - The Panel in Executive Session could not reach agreement. This case is deadlocked.

**Decision Date** 10/28/2009

**Decision**

The Panel, in Executive Session, motion made, seconded and carried based on the facts presented in this instant case, the claim of the Union is denied.

**Company Position**

The grievant is a laid off employee and is not due contributions. It is for regular employees, not laid off employees.

**Union Position**

The grievant was off work due to illness and is due six (6) weeks of contributions.



**ERJAC Case Number** C-221-97

**Year Heard** 1998

**Committee** Committee B

**Local Union** 191 **and Company** Vallerie Transportation

**Grievant** George Bouley, et al

**Article** 49, 51

**JAC Case Number** 97-0615

**Regarding**

On behalf of George Bouley, et al, Union alleges violation of Articles 49(2) and 51(19) nonpayment of sick and personal days, Deadlocked on Company point of order.

**Decision Date** 4/20/1998

**Decision**

The Panel, in executive session, motion made, seconded and carried that based on the evidence presented, the claim of the Union is upheld.

**Company Position**

Company maintains they are in ongoing negotiations for a new contract and therefore, any decision rendered at this time would be inappropriate.

**Union Position**

Union maintains that until such time a contract is ratified by the members, the current agreement remains in full force and effect.

**ERJAC Case Number** R-35-05

**Year Heard** 2005

**Committee** Committee A

**Local Union** 397                      **and Company** USF Holland Motor Express

**Grievant** Brian Smith

**Article** 5                                      **JAC Case Number**

**Regarding**

On behalf of Brian Smith, Union alleges violation of Article 5 (4) on August 29, 2005. Union seeks grievant be reinstated to his original position above the four (4) junior employees claiming Company posted new seniority roster placing four (4) former USF Red Star employees ahead of him.

**Decision Date** 10/18/2005

**Decision**

The Panel, in Executive Session, motion made, seconded and carried based on the facts presented the claim of the Union is denied.

**Company Position**

Company is abiding by the National Grievance Committee decision on case N-7-05-E2.

**Union Position**

Mr. Smith has a seniority date of 12/6/04. On August 29, 2005, the Company posted a new seniority roster placing four (4) former USF Red Star employees ahead of him with an 8/22/04 seniority date. Mr. Smith feels this is incorrect.

**ERJAC Case Number** C-64-05

**Year Heard** 2005

**Committee** Committee A

**Local Union** 397                      **and Company** USF Holland Motor Express

**Grievant** Elvir Bojkic

**Article** 5

**JAC Case Number**

**Regarding**

On behalf of Elvir Bojkic, Union alleges violation of Article 5 (4) on August 29, 2005. Union seeks grievant be reinstated to his original position above the four (4) junior employees claiming Company posted new seniority roster placing four (4) former USF Red Star employees ahead of him. 10/18/2005 - ERJAC - The Panel, in Executive Session, could not reach agreement. The case is deadlocked.

**Decision Date** 12/15/2005

**Decision**

The Eastern Region Joint Area Review Committee based upon a review of the transcripts and evidence ruled based on the facts the claim of the Union is denied.

**Company Position**

Company is abiding by the National Grievance Committee decision on case N-7-05-E2.

**Union Position**

Mr. Bojkic has a seniority date of 8/23/04. On August 29, 2005, the Company posted a new seniority roster placing four (4) former USF Red Star employees ahead of him with an 8/22/04 seniority date. Mr. Bojkic feels this is incorrect.

**ERJAC Case Number** C-65-05

**Year Heard** 2005

**Committee** Committee A

**Local Union** 397                      **and Company** USF Holland Motor Express

**Grievant** Vincent Proctor

**Article** 5

**JAC Case Number**

**Regarding**

On behalf of Vincent Proctor, Union alleges violation of Article 5 (4) on August 29, 2005. Union seeks grievant be reinstated to his original position above the four (4) junior employees claiming Company posted new seniority roster placing four (4) former USF Red Star employees ahead of him. 10/18/2005 - ERJAC - The Panel, in Executive Session, could not reach agreement. The case is deadlocked.

**Decision Date** 12/15/2005

**Decision**

The Eastern Region Joint Area Review Committee based upon a review of the transcripts and evidence ruled based on the facts the claim of the Union is denied.

**Company Position**

Company is abiding by the National Grievance Committee decision on case N-7-05-E2.

**Union Position**

Mr. Proctor has a seniority date of 9/13/04. On August 29, 2005, the Company posted a new seniority roster placing four (4) former USF Red Star employees ahead of him with an 8/22/04 seniority date. Mr. Proctor feels this is incorrect.

**ERJAC Case Number** R-06-10

**Year Heard** 2010

**Committee** Committee A

**Local Union** 30                      **and Company** ABF Freight System

**Grievant** Ernie Jones

**Article** 5                                      **JAC Case Number**

**Regarding**

On behalf of Ernie Jones, Union alleges violation of Article 5 (5) on January 4, 2010 and ongoing. Union seeks grievant be made whole all lost wages and benefits claiming not offered all new work opportunities.

**Decision Date** 7/20/2010

**Decision**

The Panel, in Executive Session, motion made, seconded and carried based on the facts presented the claim of the Union is denied.

**Company Position**

N/A

**Union Position**

Grievant not offered all new work opportunities.

**ERJAC Case Number** C-30-06

**Year Heard** 2006

**Committee** Committee A - Reports Due

**Local Union** 375 **and Company** Roadway Express

**Grievant** K. Delano, A. Erdolino, B. Morrow, A.

**Article** 5, 42 **JAC Case Number**

**Regarding**

On behalf of K. Delano III, A. Erdolino, B. Morrow and A. Manocchio, Union alleges violation of Articles 5 (4[d]) and 42 on May 31, 2006. Union seeks the four grievants have their seniority date corrected immediately claiming it is incorrect. 7/18/2006 - ERJAC - The Panel, in Executive Session, motion made, seconded and carried the case is referred to the SubCommittee of Ken Nelligan and Everett Hart. The Panel retains jurisdiction.

**Decision Date** 10/17/2006

**Decision**

The Sub-Committee of Nelligan and Hart met on August 10, 2006 at the Roadway Express terminal in West Seneca, NY and examined by pay records for drivers 107 to 124 on the current seniority list and found they were placed in order with their dates in accordance with Article 42 of the NYS Supplement to the NMFA, which states thirty (30) days.

**Company Position**

N/A

**Union Position**

These four members are protesting their seniority date and would like it corrected immediately. These employees were told that they would have a full time job when the Change of Operations took effect (March 12, 2006). Their seniority dates do not reflect that.

**ERJAC Case Number** R-4-07

**Year Heard** 2007

**Committee** Committee B

**Local Union** 509 **and Company** Roadway Express

**Grievant** John Eggleston, Mark Miller

**Article** 5, 42 **JAC Case Number**

**Regarding**

On behalf of John Eggleston and Mark Miller, Union alleges violation of Articles 5 (5), 42 and all applicable road and city supplements on September 22 and 24, 2006. Union seeks grievants be made whole all lost wages and fringe benefits claiming Company failed to honor contract and hired off street in an act of subterfuge. 1/23/2007 - ERJAC - The Panel, in Executive Session, could not reach agreement. The case is deadlocked.

**Decision Date** 3/21/2007

**Decision**

The Eastern Region Joint Area Review Committee based upon a review of the transcripts and evidence ruled, based on the fact there is no violation of the supplement, the claim of the Union is denied.

**Company Position**

N/A

**Union Position**

Company failed to honor contract and hired off street in an act of subterfuge.

**ERJAC Case Number** R-23-05

**Year Heard** 2005

**Committee** Committee A

**Local Union** 449 **and Company** USF Holland Motor Express

**Grievant** J. Sikorsky, L. Lynch, R. Toledo

**Article** 5, 42, Ltr Agmt **JAC Case Number**

**Regarding**

On behalf of J. Sikorsky, L. Lynch, and R. Toledo, Union alleges violation of Articles 5, 42 and the IBT-USF Holland Letter of Agreement (June 2004) on March 30, 2005. Union claims USF Holland adjusted seniority list after first quarter per the June 2004 expansion agreement; grievants feel this violates their seniority and request that the list posted prior to March 30, 2005 be reestablished.

**Decision Date** 7/19/2005

**Decision**

The Panel, in Executive Session, motion made, seconded and carried the claim of the Union is denied.

**Company Position**

All the gentlemen were made aware at the time of hiring that their seniority was subject to being adjusted as the Expansion Agreement was applied through January 2007.

**Union Position**

USF Holland adjusted seniority list after first quarter per the June 2004 expansion agreement; grievants feel this violates their seniority and request that the list posted prior to March 30, 2005 be reestablished.



**ERJAC Case Number** MS-104-08

**Year Heard** 2008

**Committee** Maintenance of Standards

**Local Union** 776 **and Company** Roadway Express

**Grievant** Dan Kruper

**Article** 5, 6, 15

**JAC Case Number**

**Regarding**

On behalf of Dan Kruper, Union alleges violation of Articles 5, 6 and 15. Union seeks grievant be returned to work and made whole for all lost wages and fringes.

**Decision Date** 10/28/2008

**Decision**

The Panel, in Executive Session, could not reach agreement. The case is deadlocked.

**Company Position**

N/A

**Union Position**

Union seeks grievant be returned to work and made whole for all lost wages and fringes; was on modified.

**ERJAC Case Number** R-33-06

**Year Heard** 2006

**Committee** Committee B

**Local Union** 592 **and Company** USF Holland Motor Express

**Grievant** Sandford McElheny

**Article** 5, 62, Expansion Agmt **JAC Case Number**

**Regarding**

On behalf of Sandford McElheny, Union alleges violation of Articles 5 (5), 62 (1, 2) and the USF Holland Expansion Agreement on January 4, 2006. Union claims denial of mandatory statutory rest. 10/17/2006 - ERJAC - The Panel, in Executive Session, could not reach agreement. The case is deadlocked.

**Decision Date** 12/14/2006

**Decision**

The Eastern Region Joint Area Review Committee based upon a review of the transcripts and evidence ruled the claim of the Union is denied as a result of failure of the grievant to comply with the agreement between the IBT and Red Star / Holland.

**Company Position**

N/A

**Union Position**

Argument over seniority and how it should be applied.

**ERJAC Case Number** C-61-02

**Year Heard** 2003

**Committee** Committee A

**Local Union** 251                      **and Company** New Penn Motor Express

**Grievant** Jeremiah O'Connor

**Article** 50

**JAC Case Number** 02-0529

**Regarding**

On behalf of Jeremiah O'Connor, Union alleges violation of Article 50 (a[1]) and 53 in November 2002. Union seeks grievant be made whole vacation due upon retirement for vacation earned in 1989 prior to him taking Union Leave of Absence pursuant to Article 42, Section 1.

**Decision Date** 1/28/2003

**Decision**

The Panel, in Executive Session, motion made, seconded and carried the claim of the Union is denied.

**Company Position**

The grievant has already been paid his 1989 vacation one week on April 22, 1989 and the other October 7, 1989. He did not return to work at New Penn and is owed nothing more.

**Union Position**

The grievant has retired. He is owed his 1989 vacation which was earned prior to taking a leave of absence to serve as Union Business Agent.

**ERJAC Case Number** R-33-02

**Year Heard** 2003

**Committee** Committee A

**Local Union** 404                      **and Company** New Penn Motor Express

**Grievant** Gary Larrow

**Article** 50                                      **JAC Case Number** 02-0121

**Regarding**

On behalf of Gary Larrow, Union alleges violation of Article 50 for December 19, 2001 and ongoing. Union seeks grievant be made whole four (4) weeks vacation as he is retiring January 1, 2002.

**Decision Date** 1/28/2003

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that based on the facts presented the claim of the Union is denied.

**Company Position**

The grievant retired on December 1, 2001 not January 1, 2002 as contractually required. He had been on comp since January 3, 2002 and did not work 25 days in 2001 and therefore did not qualify for this vacation.

**Union Position**

The four weeks vacation pay requested by the grievant were earned prior to going on long term comp. The grievant requested these monies prior to retirement and should be paid.

**ERJAC Case Number** R-085-98

**Year Heard** 1999

**Committee** Committee B

**Local Union** 391                      **and Company** Roadway Express

**Grievant** John A. Cox

**Article** 50

**JAC Case Number** 224R98

**Regarding**

On behalf of John A. Cox, Union alleges violation of Article 50 on November 5, 1997, Union requests grievant be made whole for back pay claim.

**Decision Date** 1/26/1999

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that based on the facts presented the claim of the Union is denied.

**Company Position**

At this particular road domicile it has been a long established acceptable practice to pay road drivers delay resulting from DOT checks only when the unit is taken out of service. This was not the case as a result of this inspection.

**Union Position**

On November 5, 1997, the grievant was pulled over by the North Carolina Department of Motor Vehicles for a DOT inspection. He was instructed to assist in the inspection by raising and lowering the tractor hood, hooking and unhooking the air lines, and raising and closing the door on the trailer. He assisted in the DOT check, for the full hour and twenty minutes, of the company equipment. He should be paid delay time.

**ERJAC Case Number** R-29-02

**Year Heard** 2002

**Committee** Committee B

**Local Union** 71 **and Company** Consolidated Freightways

**Grievant** J.L. Spears

**Article** 50

**JAC Case Number** 570-R01

**Regarding**

On behalf of J. L. Spears, Union alleges violation of Article 50 and all appropriate Articles on August 3, 2001. Union seeks grievant be made whole doubles rate at 48.900. 4/23/2002 - The Panel, in Executive Session, could not reach agreement. This case is deadlocked.

**Decision Date** 5/23/2002

**Decision**

The Eastern Region Joint Area Review Committee based upon a review of the transcripts and evidence ruled the claim of the Union is upheld in this instant case.

**Company Position**

On 8/3/01, grievant was cushioned to Carlisle, PA with another driver. He was properly paid at the single or bobtail rate of pay of .47875 per mile as allowed under the contract.

**Union Position**

The trip paid doubles rate of pay but the Company only paid grievant the singles rate of pay.

**ERJAC Case Number** C-44-91

**Year Heard** 1992

**Committee** Committee A

**Local Union** 170                      **and Company** P. Wajer & Sons Express

**Grievant** Richard L. Guerin

**Article** 50

**JAC Case Number** 91-502

**Regarding**

On behalf of Richard L. Guerin, Union alleges violation of Article 50, Section A, claiming Article 50 language in current supplement applies and requests 5 weeks vacation.

**Decision Date** 1/21/1992

**Decision**

The panel, in executive session, motion made seconded and carried that based on the facts presented, the claim of the Union is denied.

**Company Position**

Current supplement does not apply as Company has independent agreement.

**Union Position**

Article 50 language in current supplement applies.

**ERJAC Case Number** C-101-93

**Year Heard** 1993

**Committee** Committee A

**Local Union** 560                      **and Company** USF Red Star Express

**Grievant** James Deevy

**Article** 50, 52                                      **JAC Case Number** 618

**Regarding**

On behalf of James Deevy, Union alleges violation of Articles 50, 52, claiming Company spotted trailer for loading by customer when grievant available for work.

**Decision Date** 10/26/1993

**Decision**

The Panel, in executive session, motion made, seconded and carried that based on the facts presented, the claim of the Union is denied.

**Company Position**

Company spotted trailer on this Friday as they have every weekday since this terminal opened in January, 1990. Had customer advised they needed manpower we would have sent some to them.

**Union Position**

Company spotted trailer for unloading by customer on premium day when grievant was available to work.



**Committee** Committee B

**Local Union** 71                      **and Company** Roadway Express, Inc.

**Grievant** Bill Foster

**Article** 50, 55

**JAC Case Number** 400R08

**Regarding**

On behalf of Bill Foster, Union alleged violation of Articles 50, 55 and all appropriate articles on September 17, 2008. Claim for ten (10) hours pay for grievant's bed rest plus eight (8) hours pay for his return trip to Charlotte. 12/17/2008 - Carolina Bi-State (400R08) - The Panel, in Executive Session could not reach agreement. The case is deadlocked. 2/11/2009 - ERJAC - The Panel, in Executive Session, could not reach agreement. 4/16/2009 - Carolina Neg. Comm. - The Eastern Region Joint Area Review Committee based upon a review of the transcripts and evidence ruled the case is referred to the Carolina Negotiating Committee. The Review Committee retains jurisdiction. 12/15/2009 - Carolina Neg. Comm. - The Negotiating Committee ruled after reviewing the case the Negotiating Committee recommends to the

**Decision Date** 5/17/2010

**Decision**

The Eastern Region Joint Area Review Committee based upon a review of the transcripts and evidence ruled the claim of the Union is denied based on the facts and the recommendation of the Carolina Negotiating Committee.

**Company Position**

The grievant was paid for his trip and his bed time. He is not due a mini but only the completion of his trip.

**Union Position**

The Company ran the grievant out of hours and therefore, he was put to bed. The Company owes him an eight (8) hour mini when he came off rest.

**Committee** Committee B

**Local Union** 391                      **and Company** ABF Freight System

**Grievant** Marty Homesly

**Article** 51

**JAC Case Number** 527C00

**Regarding**

On behalf of Marty Homesly, Union alleges violation of Article 51 (9) and all appropriate Articles on August 21, 2000. Union seeks grievant be made whole for all monies due him for working on his birthday. 1/23/2001 - The Panel, in Executive Session, motion made, seconded and carried this case is referred back to the Carolina Supplemental Negotiating Committee. Committee B holds jurisdiction.

**Decision Date**

**Decision**

The Carolina Supplemental Negotiating met and made the following recommendation to the Committee: Based on the facts presented in this instant case, the claim of the Union is upheld for eight (8) hours at the straight time rate of pay, and in the future, written notices will state they are in accordance with Article 51, Section 9 or “this notice is given that I intend to claim double time for working my birthday/anniversary holiday.”

**Company Position**

The Union is claiming that the grievant should be paid double time for working on his birthday and not straight time. The contract is clear, the employee must give a seven (7) day written notice if he intends to claim double time for working on his birthday. You can plainly see the employee requested to work on his birthday, he did not request double time. Based on these facts we request the claim of the Union be denied.

**Union Position**

The grievant submitted a seven (7) day notice to the employer stating he would be working on his birthday and should be paid double time, grievant was not paid double time for working on his birthday.

**Committee** Committee B

**Local Union** 391                      **and Company** ABF Freight System

**Grievant** Charles Voncannon

**Article** 51

**JAC Case Number** 528C00

**Regarding**

On behalf of Charles Voncannon, Union alleges violation of Articles 51 (9) and all appropriate articles on August 17, 2000. Union seeks grievant be made whole for any and all monies due for working on his birthday. 1/23/2001 - The Panel, in Executive Session, motion made, seconded and carried that this case is referred to the Carolina Supplemental Negotiating Committee. Committee B holds jurisdiction.

**Decision Date**

**Decision**

The Carolina Supplemental Negotiating met and made the following recommendation to the Committee: Based on the facts presented in this instant case, the claim of the Union is upheld for four (4) hours at the straight time rate of pay, and in the future, written notices will state they are in accordance with Article 51, Section 9 or “this notice is given that I intend to claim double time for working my birthday/anniversary holiday.”

**Company Position**

The Union is claiming that the grievant should be paid double time for working on his birthday and not straight time. The contract is clear, the employee must give a seven (7) day written notice if he intends to claim double time for working on his birthday. You can plainly see the employee requested to work on his birthday, he did not request double time. Based on these facts we request the claim of the Union be denied.

**Union Position**

The grievant submitted a seven (7) day notice to the employer stating he would be working on his birthday and should be paid double time, grievant was not paid double time for working on his birthday.

**ERJAC Case Number** C-24-08

**Year Heard** 2007

**Committee** Committee B

**Local Union** 764                      **and Company** Yellow Transportation

**Grievant** Donald R. Koch

**Article** 51

**JAC Case Number** 08-07-002CP

**Regarding**

On behalf of Donald R. Koch, Union alleges violation of Article 51 (2) and any other articles that may apply on March 31, 2007 to date. Union seeks grievant be made whole forty (40) hours of unused sick leave at the applicable rate. 9/5/2007 - CPA JAGC - The Panel, in Executive Session, could not reach agreement. This case is deadlocked.

**Decision Date** 4/22/2008

**Decision**

The Panel, in Executive Session, motion made, seconded and carried, based on there is no violation of the contract, the claim of the Union is denied.

**Company Position**

The grievant was not paid ninety (90) days in the contract year and, therefore, does not qualify for sick pay.

**Union Position**

The grievant would have worked ninety (90) days if he had not served his country in Iraq. The Company should pay his sick days.

**ERJAC Case Number** C-10-11

**Year Heard** 2011

**Committee** Committee B

**Local Union** 509                      **and Company** YRC, Inc.

**Grievant** Ronald Beasley

**Article** 51

**JAC Case Number** 102C11

**Regarding**

On behalf of Ronald Beasley, Union alleges violation of Article 51 and all other appropriate articles on July 4, 2010. Claim for holiday pay. 12/14/2010 - Carolina Bi-State - The Panel, in Executive Session could not reach agreement. The case is deadlocked. Fee Split.

**Decision Date** 1/25/2011

**Decision**

The Panel, in Executive Session, motion made, seconded and carried the claim of the Union was denied.

**Company Position**

The grievant was laid off and therefore, he is not entitled to holiday pay.

**Union Position**

The Company failed to pay a holiday to grievant that was injured on-the-job within six (6) months of the holiday.

**ERJAC Case Number** R-079-97

**Year Heard** 1997

**Committee** Committee B

**Local Union** 776                      **and Company** ABF Freight System

**Grievant** Harold Ayres

**Article** 52

**JAC Case Number** 02-97-022

**Regarding**

On behalf of Harold Ayres, Union alleges violation of Article 52, Union claiming Company is not providing access to washroom at all times.

**Decision Date** 4/22/1997

**Decision**

The panel, in executive session, motion made, seconded and carried that the claim of the Union is denied.

**Company Position**

Company is not obligated to provide access to a dark terminal for road drivers passing through.

**Union Position**

Company is obligated to maintain a wash room and access to that wash room at all times.

**ERJAC Case Number** C-056-98

**Year Heard** 1999

**Committee** Committee B

**Local Union** 28                      **and Company** Yellow Transportation

**Grievant** Richard Howlin

**Article** 52

**JAC Case Number** 688C97

**Regarding**

On behalf of Richard Howlin, Union alleges violation of Article 52, Union requests grievant be made whole for one day funeral leave. 4/21/98 - The panel, in executive session, motion made, seconded and carried that this case is referred to the Carolina Bi-State Negotiating Committee. Committee B holds jurisdiction.

**Decision Date** 4/27/1999

**Decision**

The Panel, in Executive Session, motion made, seconded and carried to accept the report of the Carolina Supplemental Negotiating Committee that based on the facts presented in this instant case the claim of the Union is denied.

**Company Position**

The grievant was paid in accordance with the contract provisions.

**Union Position**

The grievant could not make it back in time from the funeral day that he had off to make his bid start as the funeral was six-hundred (600) miles away.

**ERJAC Case Number** R-56-00

**Year Heard** 2000

**Committee** Committee B

**Local Union** 429                      **and Company** New Penn Motor Express

**Grievant** Don Riccio

**Article** 52

**JAC Case Number** 04-00-058CP

**Regarding**

On behalf of Don Riccio, Union alleges violation of Article 52(2[f]) on March 13, 2000. Union seeks grievant be made whole for overtime lost of twenty-one (21) minutes totaling \$6.51. 4/13/00 - The Panel in Executive Session motion made, seconded and carried that this case is referred back to the parties. This Panel retains jurisdiction. 6/9/00 - The Panel could not reach agreement. This case is deadlocked.

**Decision Date** 7/25/2000

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that based on the established dispatch procedure at New Penn Motor Express, the claim of the Union is denied.

**Company Position**

The Company has always allowed the drivers to leave on a Sunday when they want for an arrival time given at departure. The layover beings at that arrival.

**Union Position**

The grievant was held over the 14th hour in layover and was not compensated.



**ERJAC Case Number** R-36-00

**Year Heard** 2000

**Committee** Committee B

**Local Union** 391 **and Company** Roadway Express

**Grievant** G. S. Martin

**Article** 52

**JAC Case Number** 506R99

**Regarding**

On behalf of G. S. Martin, Union alleges violation of Article 52, and all other appropriate Articles on July 12, 1999. Union seeks grievant be made whole eight (18) miles for difference in mileage paid.

**Decision Date** 4/18/2000

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that the parties are instructed to jointly log the miles in question as soon as possible and report the mileage to the Carolina Bi-State Grievance Committee. The monetary claim is upheld for 18 miles.

**Company Position**

Company maintains that the grievant was paid properly, the I74 connection provides for an 18 mile shortcut.

**Union Position**

The Company has always paid 405 miles for this trip and now is paying 387 miles.

**Committee** Committee A

**Local Union** 707                      **and Company** ABF Freight System

**Grievant** K. Mezger, P. King, P. Riley

**Article** 52                                      **JAC Case Number** 2080

**Regarding**

On behalf of Mezger, King, and Riley, Union alleges violation of Article 52 (1) on November 26, 2009; December 25, 2009 and January 1, 2010. Union seeks payment to each grievant of six (6) hours plus all lost pension and welfare contributions claiming they were not paid ten (10) hours holiday pay. NOTE: Pilot for case 2081. 2/3/2010 - NJNY JAC - The Panel, in Executive Session, motion made, seconded and carried the case is referred to the Negotiating Committee. 10/7/2010 - NJNY Neg Comm. - The New Jersey - New York Negotiating Committee could not reach agreement. The case is deadlocked.

**Decision Date** 1/25/2011

**Decision**

The Panel, in Executive Session, motion made, seconded and carried the claim of the Union is denied.

**Company Position**

The Company has been paying the grievants eight (8) hours for a holiday that does not fall during their work week. The grievants are paid ten (10) hours when the holiday falls on a work day.

**Union Position**

The Company is not paying holiday pay to ten (10) hour employees the ten (10) hour holiday.

**ERJAC Case Number** C-26-12

**Year Heard** 2012

**Committee** Committee B

**Local Union** 509                      **and Company** ABF Freight (N. Charleston)

**Grievant** Thomas Roush

**Article** 52

**JAC Case Number** 164C12

**Regarding**

On behalf of Thomas Roush, Union alleges violation of Article 52. Claim for three (3) days for funeral leave. 6/5/2012 - Carolina Bi-State - The Panel, in Executive Session could not reach agreement. The case is deadlocked.

**Decision Date**

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that based on the facts presented this case is referred back to the Carolina Bi-State Negotiating Committee for resolution. Committee A holds jurisdiction

**Company Position**

The grievant was paid the two (2) days the contract calls for funeral pay.

**Union Position**

The grievant should have been paid three (3) days; his automatic two (2) days and one (1) travel day.

**ERJAC Case Number** C-363-95

**Year Heard** 1996

**Committee** Committee A

**Local Union** 404                      **and Company** USF Red Star Express

**Grievant** Et Al

**Article** 53                                      **JAC Case Number**

**Regarding**

On behalf of et al employees, Union alleges violation of Article 53, establishing a seven day road operation.

**Decision Date** 5/30/1996

**Decision**

The panel, in executive session, motion made, seconded and carried that the claim of the Union be denied.

**Company Position**

The Union believes that the road operation in Springfield should operate Monday through Friday as that is the operation schedule of the terminal.

**Union Position**

The Company is in violation of Article 53 and MR-CO-28-8/95 by establishing a seven (7) day road operation. The Union seeks the Company comply with the contract and MR-CO-28-8/95.

**ERJAC Case Number** C-148-99

**Year Heard** 1999

**Committee** Committee A

**Local Union** 170                      **and Company** Roadway Express

**Grievant** Philip Vangel

**Article** 53

**JAC Case Number** 99-0721

**Regarding**

On behalf of Philip Vangel, Union alleges violation of Article 53 on June 7, 8, 10, 11, 14, 15, 16, 22 and 23, 1999. Union claiming grievant is forced to take a one hour lunch instead of one-half hour and seeks he be made whole.

**Decision Date** 10/26/1999

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that based on the facts presented, there is no violation of the contract. The claim of the Union is denied.

**Company Position**

The Contract allows for the Employer to assign a one hour or one half hour lunch period. There is no violation.

**Union Position**

The Company is forcing the grievant to take a one hour lunch contrary to the one half hour lunch he has been on the past three years. The grievant should be paid 4 1/2 hours of overtime.

**ERJAC Case Number** C-13-89

**Year Heard** 1989

**Committee** Committee A

**Local Union** 671 **and Company** Hallamore Motor

**Grievant** All Regular Employees and Casuals

**Article** 53

**JAC Case Number** 88-914

**Regarding**

Violation of Article 53 of NMFA & NESFA. Union seeks to have all regular employees and casuals be made whole.

**Decision Date** 4/25/1989

**Decision**

Carried that the claim of the Union be denied.

**Company Position**

No violation of Article 53.

**Union Position**

Union seeks overtime pay for all affected employees.

**Committee** Committee B - Reports Due

**Local Union** 992                      **and Company** Roadway Express

**Grievant** Gerard DeLorme

**Article** 53

**JAC Case Number** 67R02

**Regarding**

On behalf of Gerard DeLorme, Union alleges violation of Article 53 on August 14, 2002, claiming violation of procedures for meet and turn bids. 7/30/03 - ERJAC - The Panel, in Executive Session, motion made, seconded and carried that this case is referred back to the parties. Committee B holds jurisdiction. 10/20/2003 - REPORT: On Monday, 10/20/03, the parties met to discuss the case, pursuant to the instructions of the Eastern Region Joint Area Committee and despite exhaustive discussions, the parties were unable to reach resolution in the matter. Therefore, we respectfully request Committee B to render a decision in the above-captioned case.

**Decision Date** 10/29/2003

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that based on the facts in this case, the claim of the Union is denied.

**Company Position**

The bids in question do not violate the principle of seniority under Article 53. The Company has the right to post bids, and employees have the right to bid on them in accordance with their seniority. This is simply a case where an employee does not like the bids and wants them changed.

**Union Position**

The Company posted meet and turn bids with designation of an “open” destination run to follow the meet and turn. This is a violation of the agreed to bid rules and Article 53 in that the “open” designation allows a driver more than one (1) opportunity to exercise his seniority by giving him an opportunity to move ahead of extra board employees to run the open destination after making the meet and turn.

**ERJAC Case Number** C-15-09

**Year Heard** 2009

**Committee** Committee A

**Local Union** 249                      **and Company** Roadway Express

**Grievant** All Employees

**Article** 53

**JAC Case Number** 08-08-001

**Regarding**

On behalf of all employees, Union alleges violation of Article 53 (9B) on April 29, 2008. Union seeks pay for eight (8) hours per day; Company hired a four (4) hour dock causal. 2/5/2009 - WPA JAC - The Panel, in Executive Session, could not reach an agreement, this case is deadlocked.

**Decision Date** 4/21/2009

**Decision**

The Panel, in Executive Session, motion made, seconded and carried based on the facts presented in this case, the claim of the Union is denied.

**Company Position**

The National language in Article 3 allows for four (4) hour casuals.

**Union Position**

The Union believes casuals working in Local 249 are eight (8) hour casuals.



**Committee** Committee B

**Local Union** 355                      **and Company** New Penn Motor Express

**Grievant** Joseph Balilowich

**Article** 53

**JAC Case Number** 1C06

**Regarding**

On behalf of Joseph Balilowich, Union alleges violation of Article 53 and Agreement between New Penn and TNFINC on December 15, 2005. Union seeks grievant be made whole all lost wages claiming there was a violation of the hiring agreement; he should have been paid 85% of the full time rate as were all other Red Star employees hired by the Employer. 4/26/2006 - ERJAC - The Panel, in Executive Session, could not reach agreement. The case is deadlocked. 9/12/2006 - ER Review - The Eastern Region Joint Area Review Committee based upon a review of the transcripts and evidence ruled the case is referred to a Sub-Committee of Ramos, Virtue and Schaeffer to determine seniority and monetary issues.

**Decision Date** 12/14/2006

**Decision**

REPORT - November 8, 2006:

The Sub-Committee recommends after further investigation, the grievant is to be paid the 85% rate beginning with his November 9, 2005 seniority date; 90% of the NMFA his second year and 100% thereafter. The Sub-Committee believes November 9, 2005 is where the grievant should be placed in seniority.

ER REVIEW - December 14, 2006:

The Eastern Region Joint Area Review Committee, based upon a review of the transcript and evidence

**Company Position**

When the grievant was hired the agreement with TNFINC was no longer in effect. The grievant was a casual employee until he was □hired□ under the agreement, that being the date on which he became a seniority employee on November 16, 2005. Such date was after the agreement had expired on July 26, 2005.

**Union Position**

The grievant, a former USF Red Star employee was hired by the Employer effective June 20, 2005. Under the agreement between the Employer and TNFINC, he should have been paid 85% of the full time rate as were all other Red Star employees hired by the Employer.

**ERJAC Case Number** R-27-09

**Year Heard** 2009

**Committee** Committee B

**Local Union** 71 **and Company** YRC, Inc.

**Grievant** Erskine Bolin

**Article** 53

**JAC Case Number**

**Regarding**

On behalf of Erskine Bolin, Union alleges violation of Article 53 on July 7, 2009 through July 25, 2009. Union seeks grievant be made whole all lost health benefits claiming the Company approved grievant's vacation for these two (2) weeks but failed to pay health benefits.

**Decision Date** 10/27/2009

**Decision**

Under Pilot Case C-31-09.

**Company Position**

N/A

**Union Position**

Company approved grievant's vacation for these two (2) weeks but failed to pay health benefits.

**ERJAC Case Number** C-12-02

**Year Heard** 2002

**Committee** Committee B

**Local Union** 71                      **and Company** Yellow Transportation

**Grievant** Ronald Robinson

**Article** 53, 54

**JAC Case Number** 598-C01

**Regarding**

On behalf of Ronald Robinson, Union alleges violation of Articles 53, 54 and all appropriate Articles from February 10, 2000 through March 14, 2001. Union claiming nonpayment of H, W and P contributions.

**Decision Date** 4/22/2002

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that the claim of the Union is upheld for the period 8/27/00 through 3/10/01, less any contributions made during that period.

**Company Position**

The grievant is claiming contributions in a matter that has been compromised and settled between the Company and the Union.

**Union Position**

The Company owes H & W contributions for the grievant for the period August 27, 2000 through March 10, 2001, and Pension contributions for the period March 12, 2001 through March 10, 2001.

**Committee** Committee B - Reports Due

**Local Union** 992                      **and Company** Roadway Express

**Grievant** Phillip (Scott) Teach, Et Al

**Article** 53, 54

**JAC Case Number** 23C04

**Regarding**

On behalf of Phillip (Scott) Teach, Et Al, Union alleges violation of Articles 53 and 54 on May 24-28, 2004. Union claims company improperly used dock employees for city driving ahead of switchers. The Panel, in Executive Session, motion made, seconded and carried this case is referred to a SubCommittee of Daniel Schmidt and Carlos Ramos to investigate and report to this Committee. Committee B holds jurisdiction. 10/26/2004 - ERJAC - NO REPORT.

**Decision Date** 12/7/2004

**Decision**

The above referenced case was referred to a subcommittee of Dan Schmidt and Carlos Ramos for investigation and report. Union representatives and company representatives were present and subcommittee reviewed documentation provided. The documentation indicated that qualified dock classification employees were provided city work ahead of switcher classification employees. Therefore, subcommittee recommends, based on the facts, the claim of the Union be denied. 1/19/2005 - ERJAC - The Panel in Executive Session approved the Subcommittee's report as submitted.

**Company Position**

For more than twenty (20) years, the Company has used dock employees who are CDL qualified, in seniority order, to perform city driving duties when needed. By reason of an agreed to practice, confirmed by decision of this Committee, the Company may use employees from any classification, according to operational needs, to perform such work.

**Union Position**

Since the opening of the terminal, it has been classified, with separate seniority lists for dock men, city drivers, switchers, etc. Although the practice has varied over the years, the Company is now using dock men to perform city driving duties when backup is needed, rather than using switchers, who are and must be CDL qualified, and are working in a driving classification.

**Committee** Committee B

**Local Union** 28                      **and Company** Roadway Express

**Grievant** Barry Strohl

**Article** 53, 55

**JAC Case Number** 650-R01

**Regarding**

On behalf of Barry Strohl Union alleges violation of Articles 53, 55 and all appropriate Articles on September 27, 2001. Union requesting company to pay this claim. 1/21/2002 - The Panel, in Executive Session, motion made, seconded and carried that this case is referred to a Sub-Committee of Tony Scott for the Union and Gary Quinn for the Employers to determine whether five and one-half hours is a consistent driving time for a turn run from Greenville to Atlanta. Committee B holds jurisdiction.

**Decision Date** 4/23/2002

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that the Committee adopts the recommendation of the Sub-Committee that the claim of the Union is denied in this instant case.

**Company Position**

The grievant ran out of driving hours on his return trip from Atlanta and is claiming eight hours rest time that he is not due as this is a normal run that is run regularly in the allotted ten hours time.

**Union Position**

The grievant ran out of hours because of construction that he ran through and therefore ran out of hours

**ERJAC Case Number** C-255-96

**Year Heard** 1997

**Committee** Committee B

**Local Union** 171                      **and Company** ABF Freight System

**Grievant** Lee Hall

**Article** 53, 59

**JAC Case Number** 29-C-96

**Regarding**

On behalf of Lee Hall, Union alleges violation of Articles 53 & 59 on January 14, 1996, Union claiming grievant be made whole for one (1) day's wages and benefits.

**Decision Date** 1/27/1997

**Decision**

The panel, in executive session, motion made, seconded and carried that the claim of the Union is denied.

**Company Position**

The starting time bids were canceled in Roanoke, VA due to an Act of God. The snow kept the company from working a full schedule for an entire week. Drivers were called as needed and weather permitted, by seniority. Normal operations resumed at 0001 on Monday, 1/15/96 and all were notified to report on their regular bid that day. All bids were affected by the snow but the grievant is the only person that felt slighted or damaged.

**Union Position**

On 1/7/96, ABF canceled all bid shifts. Regular employee Lee Hall's bid week runs Sunday-Thursday. On Sunday, 1/14/96, ABF worked Donald Long on grievant's bid (4PM - 12AM) instead of calling grievant.

**ERJAC Case Number** C-131-95

**Year Heard** 1995

**Committee** Committee B

**Local Union** 171                      **and Company** ABF Freight System

**Grievant** Lee Hall

**Article** 53, 59

**JAC Case Number**

**Regarding**

On behalf of Lee Hall, Union alleges violation of Articles 53, 59, claiming grievant not called for available work; requesting time and one-half.

**Decision Date** 10/23/1995

**Decision**

4/25/95 - The Panel, in executive session, motion made, seconded and carried that this case is referred to a Sub-Committee of Don Hargett and Ron Jenkins. This Committee holds jurisdiction. 10/23/95 - Based on the facts in this case, the claim of the Union is upheld for four (4) hours' pay. The call verification. The Panel, in executive session, motion made, seconded and carried to adopt the Subcommittee report. Therefore, the claim of the Union is upheld.

**Company Position**

Based on the fact that Mr. Hall was a bid employee and worked his five (5) bid days in the week in question and Mr. Garst was an unassigned employee and only worked five (5) days and the fifth (5th) day being Sunday, 12/11/94; we feel there is no grievance by Mr. Hall.

**Union Position**

Regular guaranteed unassigned employees have always been given a start time or the day off at the end of their shift. The contract requires this.

**ERJAC Case Number** MS-1-11

**Year Heard** 2011

**Committee** Maintenance of Standards

**Local Union** 249 **and Company** ABF Freight System

**Grievant** Keith P. Frank

**Article** 53, MOS

**JAC Case Number**

**Regarding**

On behalf of Keith P. Frank, Union alleges violation of Article 53 and MOS on September 18, 2010. Union seeks grievant be made whole all monies due claiming Company did not offer work in proper order of call.

**Decision Date** 4/19/2011

**Decision**

The Panel, in Executive Session, motion made, seconded and carried the claim of the Union is denied.

**Company Position**

N/A

**Union Position**

The Company did not notify or offer work to the grievant.



**ERJAC Case Number** MS-2-11

**Year Heard** 2011

**Committee** Maintenance of Standards

**Local Union** 249 **and Company** ABF Freight System

**Grievant** John Edgar

**Article** 53, MOS

**JAC Case Number**

**Regarding**

On behalf of John Edgar, Union alleges violation of Article 53 and MOS on February 2, 2011. Union seeks grievant be made whole in all ways.

**Decision Date** 4/19/2011

**Decision**

The Panel, in Executive Session, motion made, seconded and carried the claim of the Union is denied.

**Company Position**

N/A

**Union Position**

The Company did not fill a vacation bid.

**ERJAC Case Number** C-013-97

**Year Heard** 1997

**Committee** Committee A

**Local Union** 249                      **and Company** Airborne Express

**Grievant** Ray Owczanak

**Article** 54

**JAC Case Number**

**Regarding**

On behalf of Ray Owczanak, Union alleges violation of, but not limited to, Article 54, Union claiming grievant be made whole for 12/24 & 25/95 and 1/1/96. 1/28/97 - The Panel, in executive session, motion made and seconded that the claim of the Union is upheld. Motion deadlocked to Arbitrator to be heard January, 1997. 1/29/97 - Tabled by Arbitrator.

**Decision Date** 4/23/1997

**Decision**

Arbitrators Decision: The question in the case is whether subsection (3) of Article 35, Section 3(j) of the National Agreement was operable in the grievant's situation on December 24 & 25, 1995, the two days for which he is claiming holiday pay. The grievant elected SAP evaluation on December 23, 1995 and this is the date to be applied for the commencement of the operative period for him under the subsection. It follows that the grievant was subject to the subsection's terms on December 24 & 25, 1995 and therefore is not entitled to the holiday pay he is claiming.

**Company Position**

Grievant not due holiday pay.

**Union Position**

Grievant had qualified for both holidays and should be made whole for sixteen (16) hours of holiday pay.

**ERJAC Case Number** C-052-99

**Year Heard** 1999

**Committee** Committee B

**Local Union** 992                      **and Company** Yellow Transportation

**Grievant** Fred E. Covert, et al

**Article** 54

**JAC Case Number** C-10-99

**Regarding**

On behalf of Fred E. Covert, et al, Union alleges a violation of Article 54(12) on December 10, 1998. Union claiming improper pay for day after Thanksgiving Holiday.

**Decision Date** 4/26/1999

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that since this holiday fell outside this employees work week, the claim of the Union is denied.

**Company Position**

The grievant was properly paid. The day after Thanksgiving holiday was outside his work week.

**Union Position**

The grievant, a four ten hour day bid employee, worked Monday, Tuesday and Wednesday before Thanksgiving holiday. He was paid ten (10) hours at straight time for Thanksgiving day. He was paid eight (8) hours straight time for day after Thanksgiving but should have been paid time and one-half for that day.

**ERJAC Case Number** C-144-98

**Year Heard** 1999

**Committee** Committee A

**Local Union** 249                      **and Company** ABF Freight System

**Grievant** James Kline

**Article** 54                                      **JAC Case Number** 3421

**Regarding**

On behalf of James Kline, Union alleges violation of Article 54, Union requests grievant be made whole for proper holiday pay. 10/27/98 - The panel, in executive session, could not reach an agreement. This case is deadlocked to the Eastern Region Review Committee. 3/3/99 - The NGC, on March 3, 1999, adopted a motion to refer this case to a Sub-Committee to investigate the facts of this case and submit a recommendation based on its findings to the NGC at its next meeting. [N-3-99-E9] 6/9/99 - The NGC adopted a motion that this case be held pending a report from the SubCommittee.

**Decision Date** 9/29/1999

**Decision**

The NGC on September 29, 1999, adopted the recommendation of the Subcommittee that based on the facts presented in this instant case, the claim of the Union is denied as the Company has not abused the cancellation of bids.

**Company Position**

There was no violation of the cancellation of the bids in question.

**Union Position**

The Company has abused the cancellation of bids, requesting proper holiday pay.

**ERJAC Case Number** C-232-95

**Year Heard** 1995

**Committee** Committee A

**Local Union** 397                      **and Company** Yellow Transportation

**Grievant** G. Kent, D. Gray, J. Mangine

**Article** 54                                      **JAC Case Number**

**Regarding**

On behalf of G. Kent, Union alleges violation of Article 54 (4).

**Decision Date** 10/23/1995

**Decision**

The Panel, in executive session, motion made, seconded and carried that based on the facts presented in this instant case, the claim of the Union is denied, unless the employee fails to qualify for earned vacation during the period of June 1, 1995 to May 31, 1996. If vacation not earned, then the period of January 1, 1995 to May 31, 1995 will count as time toward earned vacation.

**Company Position**

None of the grievants lost any vacation and based on this fact the Company asked the Committee deny the claim.

**Union Position**

Grievants should be prorated for vacation time as they transferred from NYS where vacations run January to January to JC40 where vacations run June to June. Company is not giving vacation credit from January 1, 1993 through May 31, 1995.

**ERJAC Case Number** C-125-95

**Year Heard** 1995

**Committee** Committee B

**Local Union** 249 **and Company** Airborne Express

**Grievant** Affected Casual Employees

**Article** 54

**JAC Case Number**

**Regarding**

Union alleges violation of Article 54, Sections 9A, B claiming casual employees called to work and not worked their eight hours.

**Decision Date** 4/25/1995

**Decision**

The Panel in Executive Session, motion made, seconded and carried that the claim of the Union is denied.

### **Company Position**

Employees in question are replacing part-time employees who are off for one reason or another and since they are replacing part-time employees, they are subject to the conditions of the part-time addendum to the contract (four [4] hours guarantee).

### **Union Position**

Union claims extra (casual) employees called to work and not worked eight (8) hours per Article 54, Section 9 (a) and (b).

**ERJAC Case Number** R-6-12

**Year Heard** 2012

**Committee** Committee A

**Local Union** 249                      **and Company** YRC, Inc.

**Grievant** Ray Kastelic

**Article** 54

**JAC Case Number** 08-12-004

**Regarding**

On behalf of Ray Kastelic, Union alleges violation of Article 54 on May 9, 2012. Union seeks grievant be made whole .61 hours of pay for delay. NOTE: Pilot for grievance numbers 6271, 02287, 03001, 02269, 0193, 02278, 02283 and 0701. 8/2/2012 - WPA JAC - The Panel, in Executive Session could not reach agreement. This case is deadlocked.

**Decision Date** 10/23/2012

**Decision**

The Panel, in Executive Session, could not reach agreement. This case is referred to the Joint Council 40 Negotiating Committee.

**Company Position**

The Company pays if there are delays over thirty (30) minutes when van arrives. That is the time from thirty (30) minutes after the grievant arrives until the van arrives.

**Union Position**

The Company failed to pay delay time waiting for transportation to the hotel when going to bed.

**ERJAC Case Number** R-7-12

**Year Heard** 2012

**Committee** Committee A

**Local Union** 249                      **and Company** YRC, Inc.

**Grievant** Ray Kastelic

**Article** 54

**JAC Case Number** 08-12-005

**Regarding**

On behalf of Ray Kastelic, Union alleges violation of Article 54 on May 1, 2012. Union seeks grievant be made whole .50 hours of pay for delay. 8/2/2012 - WPA JAC - The Panel, in Executive Session could not reach agreement. This case is deadlocked.

**Decision Date** 10/23/2012

**Decision**

The Panel, in Executive Session, could not reach agreement. This case is referred to the Joint Council 40 Negotiating Committee.

**Company Position**

The Company took thirty (30) minutes free time at origin. The grievant did not want more than thirty (30) minutes per van.

**Union Position**

The grievant is owed .090 hours because they took thirty (30) minutes free time at origin and then they took thirty (30) minutes and did not pay the additional .40 to get to hotel.



**ERJAC Case Number** C-10-10

**Year Heard** 2009

**Committee** Committee B

**Local Union** 992                      **and Company** YRC, Inc.

**Grievant** Don Nichols

**Article** 54

**JAC Case Number** 23C09

**Regarding**

Alleged violation of Article 54 (12) and all other applicable articles and rules on September 24, 2009. Union requests time and one-half for the sixth (6th) day. NOTE: Pilot case for case number 24C09. 2/25/2010 - MDDC JAC - The Panel in Executive Session could not reach agreement. This case is deadlocked.

**Decision Date** 7/20/2010

**Decision**

The Panel, in Executive Session, motion made, seconded and carried based on the facts presented in this instant case, the claim of the Union is denied.

**Company Position**

The grievant is a Tuesday through Saturday bid employee. The holiday was outside the grievant's work week.

**Union Position**

The grievant was not paid for time and one-half for time worked on his fifth (5th) day worked following a paid holiday at the beginning of the pay week.

**ERJAC Case Number** C-29-10

**Year Heard** 2010

**Committee** Committee B

**Local Union** 355 **and Company** New Penn Motor Express, Inc.

**Grievant** Local 355 on behalf of Dennis Barnes

**Article** 54 **JAC Case Number** 7C10

**Regarding**

On behalf of Dennis Barnes, Union alleges violation of Article 54 on February 15, 2010. Union seeks grievant be made whole four (4) hours for \$78.56 claiming he was not paid properly. 8/26/2010 - MDDC JAC - The Panel in Executive Session could not reach agreement. This case is deadlocked. 10/27/2010 - ERJAC - The Panel, in Executive Session, could not reach agreement. The case is deadlocked.

**Decision Date** 12/15/2010

**Decision**

The Eastern Region Joint Area Review Committee based upon a review of the transcripts and evidence ruled the claim of the Union is upheld.

**Company Position**

The grievant did not work six (6) days in his work week. He only worked four (4) days with the day in question part of his previous week's work.

**Union Position**

The grievant worked six (6) days and was paid straight time for the sixth (6th) day when it should have been premium pay.

**ERJAC Case Number** C-14-11

**Year Heard** 2010

**Committee** Committee B

**Local Union** 639 **and Company** YRC, Inc.

**Grievant** S. Radyshevsky on behalf of All

**Article** 54

**JAC Case Number** 10C10

**Regarding**

On behalf of all affected, Union alleges violation of Article 54 (13) and all that apply on April 6, 2010. Union seeks members be made whole for all lost wages and benefits and asks that on-call employees be called and put to work before work is subcontracted out. 10/21/2010 - MDDC JAC - The Panel in Executive Session could not reach agreement. This case is deadlocked. 4/20/2011 - ERJAC - The Panel, in Executive Session, could not reach agreement. The case is deadlocked.

**Decision Date** 9/21/2011

**Decision**

The Eastern Region Joint Area Review Committee based upon a review of the transcripts and evidence ruled the case is referred back to the parties. The Review Committee retains jurisdiction.

**Company Position**

The Company worked all employees and have the right to give overflow freight to cartage.

**Union Position**

The Company used cartage before all on-call employees were brought in.

**ERJAC Case Number** C-36-11

**Year Heard** 2011

**Committee** Committee B

**Local Union** 355                      **and Company** New Penn Motor Express, Inc.

**Grievant** Joe Keller

**Article** 54                                      **JAC Case Number** 7C11

**Regarding**

On behalf of Joe Keller, Union alleges violation of Article 54 (6) on February 17, 2011. Union seeks ninety (90) hours straight time claiming Company refused grievant vacation time and pay earned. 6/23/2011 - MDDC JAC - The Panel in Executive Session could not reach agreement. This case is deadlocked. 7/19/2011 - ERJAC - The Panel, in Executive Session, could not reach agreement. The case is deadlocked.

**Decision Date** 9/21/2011

**Decision**

The Eastern Region Joint Area Review Committee based upon a review of the transcripts and evidence ruled the claim of the Union is upheld for forty-five (45) straight time hours in this instant case.

**Company Position**

The grievant was not a New Penn employee when injured, he was a Holland employee when injured. He did not earn vacation at New Penn as he was on disability at New Penn.

**Union Position**

The grievant was off on work comp and earned vacation time and was denied such vacation pay.

**ERJAC Case Number** C-30-12

**Year Heard** 2012

**Committee** Committee B

**Local Union** 355                      **and Company** New Penn Motor Express

**Grievant** Daryl Collins

**Article** 54

**JAC Case Number** 33C12

**Regarding**

On behalf of Daryl Collins, Union alleges violation of Article 54 on May 28, 2012. Union seeks grievant be paid eight (8) hours of straight time pay for unjust denial of Memorial Day holiday. 8/8/2012 - MDDC JAC - The Panel, in Executive Session, could not reach agreement. The case is deadlocked.

**Decision Date** 10/23/2012

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that the grievant be paid four (4) hours at straight time hourly rate.

**Company Position**

The grievant did not work the day after the holiday and therefore did not qualify for holiday.

**Union Position**

The grievant notified the Company he had to go to court the day after the holiday. He was never told he was not excused.

**ERJAC Case Number** C-11-09

**Year Heard** 2008

**Committee** Committee B - Reports Due

**Local Union** 355                      **and Company** Roadway Express, Inc.

**Grievant** John McGronan

**Article** 54

**JAC Case Number** 21C08

**Regarding**

On behalf of John McGronan, Union alleges violation of Article 54 on July 4, 2008. Union seeks grievant be made whole eight (8) hours at straight time claiming he was denied July 4th holiday pay. 12/30/2008 - MDDC JAC - The Panel in Executive Session could not reach agreement. This case is deadlocked. 2/11/2009 - ERJAC - The Panel, in Executive Session, motion made, seconded and carried the case is referred back to the MDDC Negotiating Committee. Committee B holds jurisdiction.

**Decision Date** 8/27/2009

**Decision**

The Negotiating Committee ruled, based on the facts in this instant case, the claim of the Union is upheld. However, going forward a doctor's note is required for holiday pay unless previously excused for the sick day(s) in question surrounding a holiday.

**Company Position**

The grievant must supply a doctor's excuse for his sick day in order to be qualified for holiday pay.

**Union Position**

The Company failed to pay the grievant for July 4th. The grievant was paid a sick day and, therefore, qualified for holiday pay.

**ERJAC Case Number** C-240-97

**Year Heard** 1998

**Committee** Committee A

**Local Union** 249                      **and Company** Consolidated Freightways

**Grievant** Daniel Gretch

**Article** 54, 55

**JAC Case Number** 4095

**Regarding**

On behalf of Daniel Gretch, Union alleges violation of Articles 54 and 55, Union seeks grievant be made whole for improper prorate for vacations owed. 2/24/98 - The Panel, in executive session, motion made, seconded and carried that this case is referred back to the JC40 Negotiating Committee. Committee B holds jurisdiction.

**Decision Date** 4/22/1998

**Decision**

The panel, in executive session, motion made, seconded and carried to approve the recommended decision from the Western Pennsylvania Negotiating Committee.

WPA Neg. Comm. decision - Motion was properly made, seconded and carried that based on the facts presented, the claim of the Union is denied.

**Company Position**

The grievant, during this period, missed approximately 179 days due to a compensable injury. The company prorated his vacation, paying him a total of sixty-two (62) hours for the two (2) weeks vacation versus the ninety (90) hours he would have been entitled to had he been paid the full vacation.

**Union Position**

Employee was injured on the job and the company should not use his time off to prorate his vacation.

**ERJAC Case Number** C-199-99

**Year Heard** 2000

**Committee** Committee B

**Local Union** 557 **and Company** Preston Trucking Co.

**Grievant** City & Over-The Road

**Article** 54, 55

**JAC Case Number** CR-142-99

**Regarding**

On behalf of City combination and Over-the-Road drivers, Union alleges violation of Articles 54 and 55 on August 10, 1999. Union claiming nonpayment of pro rata vacation pay. 1/26/2000 - The Panel, in Executive Session, could not reach agreement. The case is deadlocked.

**Decision Date** 2/29/2000

**Decision**

The ERJARC ruled that based upon a review of the transcript and documents, the claim of the Union is upheld.

**Company Position**

The Company agrees that we are obligated to pay earned vacations as these are considered vested benefits and will be paid in accordance with the orders and provisions of bankruptcy court. There is no provision in the MDDC Supplement requiring payment of pro-rated vacations in the event of bankruptcy.

**Union Position**

The Company ceased operations and laid off all employees. All qualified employees are entitled to pro rata vacation. The Company ceased operations and did not make provisions for pro-rated vacation pay for any eligible employee.



**ERJAC Case Number** R-112-96

**Year Heard** 1996

**Committee** Committee A

**Local Union** 261 **and Company** Preston Trucking Co.

**Grievant** Archie Beck,

**Article** 55

**JAC Case Number** 1009

**Regarding**

On behalf of Archie Beck, Union alleges violation of Article 55, Section 5 on November 20, 1995, Union requests grievant be made whole for 50 miles.

**Decision Date** 10/22/1996

**Decision**

The Panel, in executive session, could not reach a decision. This case is referred to Arbitration.

10/23/96 - ARBITRATOR'S DECISION: The Arbitrator ruled the grievant was paid in accordance with the first sentence of paragraph (i) of Section 5 of Article 55. For the grievant to be paid the extra sum he is asking for, the Union would have to show that there is a practice by which the grievant would be entitled to the additional sum. The Union has failed to make that showing, the grievance is therefore denied.

**Company Position**

The run to Philadelphia and the run to Jersey City are both equal to three-hundred and seventy (373) miles and both equate to \$153.70; therefore, he did not lose any earning opportunity.

**Union Position**

The grievant was dispatched from West Middlesex to Jersey City. He holds a Philadelphia bid, was not sent to Philadelphia on this date and was not paid. Seeks to be paid the mileage difference.

**ERJAC Case Number** R-122-96

**Year Heard** 1996

**Committee** Committee B

**Local Union** 776                      **and Company** USF Red Star Express

**Grievant** Edward E. Pottiegu,

**Article** 55

**JAC Case Number** 4-95-6

**Regarding**

On behalf of Edward E. Pottiegu, Union alleges violation of Article 55, Deadlocked from Central Pennsylvania Negotiating Committee to ERJAC.

**Decision Date** 10/21/1996

**Decision**

The panel, in executive session, motion made, seconded and carried that based on the facts presented, the claim of the Union is denied.

**Company Position**

Sixty-percent (60%) road bids refers to breakbulk terminals.

**Union Position**

Company is not maintaining sixty-percent (60%) road bids.

**ERJAC Case Number** R-043-97

**Year Heard** 1997

**Committee** Committee B

**Local Union** 776 **and Company** Consolidated Freightways

**Grievant** Affected Employees

**Article** 55

**JAC Case Number** 06-96-144

**Regarding**

Union alleges violation of Article 55, Company is not maintaining 60% bid level.

**Decision Date** 1/28/1997

**Decision**

The panel, in executive session, motion made, seconded and carried that the claim of the Union is denied.

### **Company Position**

There are two-hundred and thirteen (213) road drivers with one-hundred twenty-eight (128) of them on bid which is sixty-percent (60%). There are four (4) road bids with one-hundred twenty-eight (128) drivers filling them. The contract language stipulates "60%" will be on bids and there are one-hundred twenty-eight (128) employees on bids.

### **Union Position**

There are two-hundred and thirteen (213) road employees and one-hundred and twelve (112) bid. To reach sixty-percent (60%) the Company should be twenty-two (22) more people. They have sixty-two (62) turns, thirty (30) layovers and twenty (20) sleeper teams, which is one-hundred and twelve (112) or fifty-percent (50%).

**ERJAC Case Number** R-056-98

**Year Heard** 1998

**Committee** Committee B

**Local Union** 557                      **and Company** USF Red Star Express

**Grievant** Frank Calvert,

**Article** 55                                      **JAC Case Number**

**Regarding**

On behalf of Frank Calvert, Union alleges violation of Article 55 on January 18, 1998, Union claiming Company posted improper number of bids on January 12, 1998.

**Decision Date** 10/26/1998

**Decision**

The panel, in executive session, motion made, seconded and carried that the claim of the Union is denied.

**Company Position**

Neither Article 55 nor any other provision of the Maryland-DC Supplement required any specific number of bids. Accordingly, the company's posting of bids on January 12, 1998 was proper.

**Union Position**

The Company posted only three (3) road bids on January 12, 1998. Previously, it had run eight (8) road bids which is the number of bids which should have been posted on January 12, 1998.

**ERJAC Case Number** C-059-99

**Year Heard** 1999

**Committee** Committee B

**Local Union** 429 **and Company** Consolidated Freightways

**Grievant** All Affected Employees

**Article** 55

**JAC Case Number** 12-98-158

**Regarding**

On behalf of All Affected Employees, Union alleges violation of Article 55 (1). Union claiming Company has operated regular start times for more than thirty (30) consecutive days and refused to post start times for bid.

**Decision Date** 4/26/1999

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that the claim of the Union is denied.

**Company Position**

Company is not working non-bid employees at the same time for thirty (30) days; therefore, there is no violation of the contract, nor is there a requirement to post these starting times.

**Union Position**

Company has been starting employees at the same time for thirty (30) consecutive days but refuses to post these times as starting time bids.

**ERJAC Case Number** R-081-99

**Year Heard** 1999

**Committee** Committee B

**Local Union** 557 **and Company** USF Red Star Express

**Grievant** Frank Calvert

**Article** 55

**JAC Case Number**

**Regarding**

On behalf of Frank Calvert, Union alleges violation of Article 55(5) on June 9, 1999. Union claiming improper cancellation of bid.

**Decision Date** 10/26/1999

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that based on the facts and evidence presented in this case, there is no violation and the claim of the Union is denied.

**Company Position**

The grievant's bid was canceled because of unavailability of freight. He was placed on the extra board and called twice, but was unavailable.

**Union Position**

The grievant's bid start was canceled and he was not offered work the remainder of the day. Junior bid drivers, extra board drivers and casuals worked that day including a driver who was dispatched to Philadelphia at midnight, earlier that day, returned to Baltimore and after three hour delay was dispatched to Richmond, where he rested.

**ERJAC Case Number** R-20-94

**Year Heard** 1994

**Committee** Committee A

**Local Union** 191                      **and Company** St. Johnsbury Trucking Co.

**Grievant** Bob Daniels, John D'Agostino

**Article** 55

**JAC Case Number** 93-601

**Regarding**

On behalf of Bob Daniels, John D'Agostino, Union alleges violation of Article 55, Section c, claiming improper notification of "Act Of God" condition; requesting 8 hours' lost work opportunity.

**Decision Date** 6/2/1994

**Decision**

The Panel, in executive session, motion made, seconded and carried that based on the facts of the Employer's concession to the Union's claim, the claim of the Union is upheld.

**Company Position**

No violation of Article.

**Union Position**

Union claims improper notification of "Act of God" condition; requesting 8 hours' lost work opportunity.

**ERJAC Case Number** C-136-00

**Year Heard** 2000

**Committee** Committee B

**Local Union** 639                      **and Company** Roadway Express

**Grievant** Steve Mason

**Article** 55

**JAC Case Number** 34C00

**Regarding**

On behalf of Steve Mason, Union alleges violation of Article 55(6) on December 18, 1999. Union seeks grievant be made whole for improper rate of pay for work out of classification.

**Decision Date** 7/25/2000

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that based on the facts presented in this instant case, the claim of the Union is denied.

**Company Position**

The grievant was paid mileage at the progression rate applicable to him. He is not a casual but a regular company employee making an extra road trip. He was paid in the same way as others who perform such work.

**Union Position**

The grievant was a city employee working under the progression rate of pay provided in Article 53. He ran an over-the-road trip and was improperly paid at the progression rate for that trip. He should have been paid the full rate as a casual.



**ERJAC Case Number** R-29-09

**Year Heard** 2009

**Committee** Committee B

**Local Union** 355                      **and Company** YRC, Inc.

**Grievant** Dennis Lewis

**Article** 55

**JAC Case Number** 10R09

**Regarding**

On behalf of Dennis Lewis, Union alleges violation of Article 55 on February 18, 2009. Union seeks grievant be made whole 726 miles and benefits claiming runaround. 8/27/2009 - MDDC JAC - The Panel in Executive Session could not reach agreement. This case is deadlocked.

**Decision Date** 10/28/2009

**Decision**

The Panel, in Executive Session, motion made, seconded and carried based on the facts and evidence presented in this instant case, the claim of the Union is denied.

**Company Position**

The Company ran a foreign man through Baltimore while the grievant was in laid off status. The grievant has protection ahead of a casual, not ahead of a man running his primary.

**Union Position**

The Company ran a Lancaster man to Baltimore and took our Cleveland loads out. This is Baltimore's work.

**ERJAC Case Number** R-12-10

**Year Heard** 2010

**Committee** Committee B

**Local Union** 992                      **and Company** YRC, Inc.

**Grievant** David E. King

**Article** 55

**JAC Case Number** 19R09

**Regarding**

Alleged violation of Article 55 (5) and all pertinent articles and rules on September 10, 2009. Union seeks \$5.88 claiming grievant was rested and ready to go to work. 2/25/2010 - MDDC JAC - The Panel in Executive Session could not reach agreement. This case is deadlocked.

**Decision Date** 7/20/2010

**Decision**

The Panel, in Executive Session, motion made, seconded and carried based on the facts presented in this instant case, the claim of the Union is upheld.

**Company Position**

The Company is allowed thirty (30) minutes of free time during a tour of duty.

**Union Position**

The Company failed to pay the grievant for all time spent in their employ.

**ERJAC Case Number** R-3-03

**Year Heard** 2003

**Committee** Committee A

**Local Union** 404 **and Company** Yellow Transportation

**Grievant** Andy Carlock Et AL

**Article** 56

**JAC Case Number** 01-0919

**Regarding**

On behalf of Andy Carlock, Et AL, Union alleges violation of Article 56 on March 11, 2001 and ongoing. Union seeks all affected by made whole for proper rate. 9/19/01 - The Panel in Executive Session, motion made, seconded and carried that this case is referred to the New England Negotiating Committee. 8/20/02 - The New England Negotiating Committee could not reach agreement. This case is deadlocked.

**Decision Date** 1/28/2003

**Decision**

The Panel, in Executive Session, motion made, seconded and carried the claim of the Union is denied.

**Company Position**

The language of Article 56 is intended to address the disparity of twin pups rate within the New England Supplement. It is not intended to be a red circled rate of people transferring from another supplement.

**Union Position**

Road Drivers transferred into Local 404 from Local 707 but di not maintain their higher rate of pay per Article 56.

**ERJAC Case Number** R-121-97

**Year Heard** 1998

**Committee** Committee B

**Local Union** 71 **and Company** Consolidated Freightways

**Grievant** Wayne Lowe, C.T. Beaver

**Article** 56

**JAC Case Number** 245R97

**Regarding**

On behalf of Wayne Lowe & C.T. Beaver, Union alleges violation of Article 56 broken dispatch on January 31, 1997, Union requests each grievant be made whole for four (4) hours. 7/21/97 - The panel, in executive session, motion made, seconded and carried that this case is referred to the Carolina Negotiating Committee. Committee B holds jurisdiction.

**Decision Date** 2/23/1998

**Decision**

After receiving a report from the Carolina Negotiating Committee at the February, 1998 hearings, Committee B adopted the following report.

Since the Company deleted the destination point at which layover would apply, and the team was paid delay time at all points intermediate to the home terminal, the claim of the Union is denied

**Company Position**

The company can break the dispatch prior to reaching the lay point and the penalty to the Company is that there is no free time on the team until it returns to the home domicile.

**Union Position**

Under the guidelines of the supplement relative to "A" dispatch, the team is given their layover point at the time of dispatch and vias are to be designated at time of dispatch. When the grievants called in two (2) hours out the dispatch was changed and a via was added.

**ERJAC Case Number** R-013-99

**Year Heard** 1999

**Committee** Committee B

**Local Union** 71 **and Company** Consolidated Freightways

**Grievant** Lonnie Bost/E. Barringer

**Article** 56

**JAC Case Number** 548R98

**Regarding**

On behalf of Lonnie Bost/E. Barringer, Union alleges violation of Article 56 on June 15, 1998. Union seeks grievant's be made whole for four (4) hours each for broken dispatch.

**Decision Date** 1/26/1999

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that based on the facts presented in this case the claim of the Union is denied.

**Company Position**

The company's position is that we can add a via prior to reaching the lay point and the penalty to the company is that there is no free time on the team until it reaches the destination lay point or returns to the home domicile. In this case, the team reached their lay point, Dallas, and from Dallas returned to Charlotte via Atlanta.

**Union Position**

The team was dispatched from Charlotte, NC to Dallas, TX via Jackson, MS. When the team arrived in Jackson, the company added another via to Tyler, TX.

**Committee** Committee B

**Local Union** 71                      **and Company** Consolidated Freightways

**Grievant** Love/Elliott

**Article** 56                                      **JAC Case Number**

**Regarding**

On behalf of Lowe/Elliott, Union alleges violation of Article 56 and all other appropriate Articles on May 26, 1999. Union seeks four hours penalty to each driver for improper dispatch. 4/18/2000 - The Panel, in Executive Session, motion made, seconded and carried that this case is referred to the Carolina Supplemental Negotiating Committee. Committee B holds jurisdiction. 7/25/00 - The Carolina Supplemental Negotiating Committee reported it could not reach agreement. The case is deadlocked. 9/5/00 - ERJARC - This case is referred to a Subcommittee to investigate the facts in this grievance and make a recommendation to the Review Committee.

**Decision Date** 11/29/2000

**Decision**

The Eastern Region Joint Area Review committee ruled that based on a review of the transcript and documents, including the Subcommittee's report the claim of the Union is upheld in this instant case.

**Company Position**

The drivers and the Union are citing language that has to do with "added" vias after the third (3rd) dispatch is given. On this dispatch, there were no added vias after the dispatch; also, Charleston is not beyond the home terminal of Charlotte from Atlanta.

**Union Position**

This was the teams third dispatch and they should have been sent home with via's only in the general direct of the home terminal. This via was 255 miles, and they should be paid 4 hours penalty pay for improper dispatch.

**ERJAC Case Number** R-51-88

**Year Heard** 1989

**Committee** Committee A

**Local Union** 251 **and Company** St. Johnsbury Trucking Co.

**Grievant** All Affected Employees

**Article** 56

**JAC Case Number** 88-120

**Regarding**

Violation of Article 56 of NMFA & NESFA. Union seeks to recover the difference in the correct rate and the rate paid for all affected employees.

**Decision Date** 7/25/1989

**Decision**

Based on the transcript and all records available there is no evidence of a grievance or agreement prior to 8/22/86; therefore, the claim of the Union is denied.

**Company Position**

No violation as there was no agreement.

**Union Position**

Union alleges improper payment of casual road rate.

**ERJAC Case Number** C-49-92

**Year Heard** 1992

**Committee** Committee A

**Local Union** 191 **and Company** St. Johnsbury Trucking

**Grievant** Former Local 707 Employees

**Article** 56

**JAC Case Number**

**Regarding**

On behalf of all former Local 707 employees involved in Bridgeport Change of operations, Union alleges violation of Article 56, Sections 1 & 2, claiming grievants are entitled to 3 weeks vacation under Local 707's supplement. Company will let them have only two (2) weeks.

**Decision Date** 7/28/1992

**Decision**

The Panel, in executive session, motion made, seconded and carried that the Supplement the grievants are presently working under at time of taking vacation shall apply.

**Company Position**

It is not felt that these employees with much less seniority should be granted more vacation time than senior people in the Bridgeport terminal.

**Union Position**

Union claims grievants are entitled to 3 weeks vacation under Local 707's supplement. Company will let them have only two (2) weeks.



**ERJAC Case Number** C-62-08

**Year Heard** 2008

**Committee** Committee B

**Local Union** 71                      **and Company** Yellow Transportation, Inc.

**Grievant** All Affected

**Article** 56

**JAC Case Number** 267M08

**Regarding**

On behalf of all affected, Union alleges violation of Article 56. Claim for two (2) hours overtime pay for each employee who was working on this day on the appropriate shift which should have been offered the overtime claiming unit 113540 farmed out. 8/19/2008 - Carolina Bi-State - The Panel, in Executive Session could not reach agreement. The case is deadlocked. 2/12/2009 - ERJAC - The Panel, in Executive Session, could not reach agreement. The case is deadlocked. 4/16/2009 - ER Review Committee - The Eastern Region Joint Area Review Committee based upon a review of the transcripts and evidence ruled the case is referred to a subcommittee of Brian Ball and Tony Nations for further investigation.

**Decision Date** 5/17/2010

**Decision**

The Eastern Region Joint Area Review Committee based upon a review of the transcripts and evidence ruled the claim of the Union is denied in this instant case as it relates to King Pins.

**Company Position**

The Company believes no violation occurred because the shop is not equipped to perform this work and the Company has farmed out this work before.

**Union Position**

The Company is farming out work while not offering overtime. The shop could have performed the welding work the Company farmed out in this case.

**ERJAC Case Number** C-63-08

**Year Heard** 2008

**Committee** Committee B

**Local Union** 71                      **and Company** Yellow Transportation, Inc.

**Grievant** All Affected

**Article** 56

**JAC Case Number** 271M08

**Regarding**

On behalf of all affected, Union alleges violation of Article 56. Claim for two (2) hours overtime pay for each employee who was working on this day on the appropriate shift which should have been offered the overtime claiming unit 430855 farmed out. 8/19/2008 - Carolina Bi-State - The Panel, in Executive Session could not reach agreement. The case is deadlocked. 2/12/2009 - ERJAC - The Panel, in Executive Session, could not reach agreement. The case is deadlocked. 4/16/2009 - ER Review Committee - The Eastern Region Joint Area Review Committee based upon a review of the transcripts and evidence ruled the case is referred to a subcommittee of Brian Ball and Tony Nations for further investigation.

**Decision Date** 5/17/2010

**Decision**

The Eastern Region Joint Area Review Committee based upon a review of the transcripts and evidence ruled the claim of the Union is upheld.

**Company Position**

This is work that presently is being farmed out as the shop is not equipped to perform the work.

**Union Position**

The Company is farming out work without offering overtime to the affected shift. This was welding work that was performed.

**ERJAC Case Number** R-7-03

**Year Heard** 2003

**Committee** Committee B

**Local Union** 771                      **and Company** Yellow Transportation

**Grievant** H. Rhinier

**Article** 57

**JAC Case Number** 08-02-003CP

**Regarding**

On behalf of driver, the Union alleges violation of Article 57 (1) June 12, 2002. Union seeks hotel/motel costs plus any other appropriate relief, lost wages, benefits, fringes, transportation costs. NOTE: Pilot Case for grievance number 45753 for Maynard C. McKissick. 9/11/2002 - The Panel in Executive Session, motion made, seconded and carried the case is referred back to the parties. This Panel retains jurisdiction. 1/27/03 - The Panel, in executive session, could not reach an agreement. The case is deadlocked.

**Decision Date** 5/22/2003

**Decision**

The Eastern Region Joint Area Review Committee based upon a review of the transcripts and evidence ruled that in this instant case, without any precedent setting intent, the claim of the Union is upheld.

**Company Position**

The grievant has been banned from the hotel Yellow uses to accommodate road drivers on layover in North Carolina because of his conduct.

**Union Position**

The Company is not providing satisfactory sleeping quarters for the grievant when on layover in Charlotte.

**ERJAC Case Number** C-204-95

**Year Heard** 1996

**Committee** Committee B

**Local Union** 776                      **and Company** USF Red Star Express

**Grievant** Thomas Imschweiler

**Article** 57

**JAC Case Number** 4-95-8

**Regarding**

On behalf of Thomas Imschweiler, Union alleges violation of Article 57, claiming grievant not dispatched in direction of his home terminal. 10/23/95 - In executive session, motion made, seconded and carried that this case is referred back to the Central Pennsylvania Negotiating Committee for resolution. This Committee holds jurisdiction.

**Decision Date** 7/22/1996

**Decision**

The Central Pennsylvania Negotiating Committee recommended that the claim of the Union be upheld in this instant case, based on the fact that the grievant was dispatched in a direction other than his home terminal and did not reach his home terminal within that tour of duty.

**Company Position**

Grievant is a system driver. He left his home domicile then laid over three (3) times. He never returned to Harrisburg.

**Union Position**

Grievant was not dispatched in the direction of his home terminal.

**ERJAC Case Number** R-138-96

**Year Heard** 1996

**Committee** Committee B

**Local Union** 776                      **and Company** Consolidated Freightways

**Grievant** John H. Jungren

**Article** 57

**JAC Case Number** 06-96-146

**Regarding**

On behalf of John H. Jungren, Union alleges violation of Article 57 waiting time, Union claiming grievant be made whole for twelve (12) minutes.

**Decision Date** 7/22/1996

**Decision**

The panel, in executive session, motion made, seconded and carried that the claim of the Union is denied.

**Company Position**

Grievant is asking for pay for time spent in walking to truck and time doing pre-trip.

**Union Position**

Unit was not ready at time of dispatch; grievant is owed all time from time of dispatch to time that unit was repaired, twelve (12) minutes.

**ERJAC Case Number** R-172-96

**Year Heard** 1996

**Committee** Committee B

**Local Union** 429 **and Company** Preston Trucking Co.

**Grievant** Woodrow Wessner

**Article** 57

**JAC Case Number** 06-96-134

**Regarding**

On behalf of Woodrow Wessner, Union alleges violation of Article 57, Union requests grievant be made whole for two (2) days' wages and benefits for canceled bid.

**Decision Date** 10/23/1996

**Decision**

The panel, in executive session, motion made, seconded and carried that based on the facts presented, the claim of the Union is denied.

**Company Position**

Grievant is claiming two (2) days pay for work performed by city employee on the road when in fact, the grievant was paid two (2) days sick pay for those same two (2) days.

**Union Position**

Company canceled grievant's bid and then worked shuttle employees to the road employee's bid point.

**ERJAC Case Number** C-295-96

**Year Heard** 1996

**Committee** Committee B

**Local Union** 430                      **and Company** Preston Trucking Co.

**Grievant** R Wheeler, C McElwain, H Cash

**Article** 57                                      **JAC Case Number** 08-96-191

**Regarding**

On behalf of Robert Wheeler, Carl McElwain and Homer Cash, Union alleges violation of Article 57, Union requests grievant be paid one hour for delivery and pickup.

**Decision Date** 10/23/1996

**Decision**

The panel, in executive session, motion made, seconded and carried that the claim of the Union is denied.

**Company Position**

Grievants make drop and hooks and are paid for thirty (30) minutes in accordance with contract.

**Union Position**

Grievants back up units to the dock, breaking seals to do so; they then pick up another trailer and sign the bills. They should be paid for one (1) hour for delivery and pickup.

**ERJAC Case Number** R-040-97

**Year Heard** 1997

**Committee** Committee B

**Local Union** 764                      **and Company** New Penn Motor Express

**Grievant** Fred A. Gold

**Article** 57

**JAC Case Number** 10-96-236

**Regarding**

On behalf of Fred A. Gold, Union alleges violation of Article 57, Union claiming grievant be made whole for all lost mileage.

**Decision Date** 1/28/1997

**Decision**

The panel, in executive session, motion made, seconded and carried the claim of the Union is denied.

**Company Position**

Company had no control over the breakdown; as a result, it was necessary to use other drivers to move the freight during the time the grievant was broken down.

**Union Position**

Company broke grievant's dispatch because he had a vehicle breakdown; he did not have the time to complete the trip in order to provide service.



**ERJAC Case Number** R-078-97

**Year Heard** 1997

**Committee** Committee B

**Local Union** 776                      **and Company** ABF Freight System

**Grievant** Lawrence Price

**Article** 57

**JAC Case Number** 02-97-024

**Regarding**

On behalf of Lawrence Price, Union alleges violation of Article 57, Union claiming Company should pay for time spent installing and removing pin locks, claiming 1/4 hour.

**Decision Date** 4/22/1997

**Decision**

The panel, in executive session, motion made, seconded and carried that based on the facts presented, the claim of the Union is denied.

**Company Position**

It is part of the drop-hook procedure to put in pin locks; no extra compensation is due.

**Union Position**

Drivers should be paid for time spent to install and remove pin locks.

**ERJAC Case Number** R-082-97

**Year Heard** 1997

**Committee** Committee B

**Local Union** 776                      **and Company** ABF Freight System

**Grievant** Eugene Willow and Paxton W. Clark,

**Article** 57                                      **JAC Case Number** 02-97-023

**Regarding**

On behalf of Eugene Willow and Paxton W. Clark, Union alleges violation of Article 57, Union requests grievant's be made whole for impassable highway time of 1-1/2 hours. **4/22/97** - The panel, in executive session, motion made, seconded and carried that this case is referred to the Central Pennsylvania Negotiating Committee. Committee B holds jurisdiction. **8/18/97** - CPA NNE - Reports the claim of the Union is upheld for thirty-eight (38) minutes.

**Decision Date** 10/29/1997

**Decision**

The panel, in executive session, motion made, seconded and carried to accept the Central Pennsylvania Negotiating Committee report that the claim of the Union is upheld for thirty-eight (38) minutes.

**Company Position**

Contract does not provide for compensation for delay because of highway construction.

**Union Position**

Company did not pay for delay time for highway construction.

**ERJAC Case Number** R-004-98

**Year Heard** 1998

**Committee** Committee B

**Local Union** 771                      **and Company** Yellow Transportation

**Grievant** Telford Brant

**Article** 57

**JAC Case Number** 08-97-103

**Regarding**

On behalf of Telford Brant, Union alleges violation of Article 57(3) run-around, Union requests affected employee be made whole for 3.28 hours.

**Decision Date** 4/22/1998

**Decision**

The panel, in executive session, motion made, seconded and carried that there is no violation of the contract; therefore, the claim of the Union is denied.

**Company Position**

Company is allowed, per Article 57, Section 3, Sub-Section 10; to use a foreign driver on a subsequent trip to complete a tour of duty.

**Union Position**

Company sent a Cleveland road driver to rail yard upon his arrival in Lancaster while Lancaster turn board and extra board personnel did not work.

**ERJAC Case Number** R-005-98

**Year Heard** 1998

**Committee** Committee B

**Local Union** 776                      **and Company** Consolidated Freightways

**Grievant** John Jungren, III

**Article** 57

**JAC Case Number** 09-97-116

**Regarding**

On behalf of John Jungren, III, Union alleges violation of Article 57 Pay Shortage, Union requests affected employee be made whole for all waiting time.

**Decision Date** 2/24/1998

**Decision**

The Panel, in executive session, motion made, seconded and carried that based on the facts presented, the claim of the Union is denied.

**Company Position**

Driver is asking to be paid for taking unit to shop that was declared out of service.

**Union Position**

Grievant was give two (2) units in succession which needed repair. After attempts to repair the first unit, then the second unit, grievant was finally dispatched on a third unit. Grievant should be paid for all time waiting for dispatch in third unit.

**ERJAC Case Number** R-093-98

**Year Heard** 1999

**Committee** Committee B

**Local Union** 776 **and Company** ABF Freight System

**Grievant** Doug Harshman

**Article** 57

**JAC Case Number** 06-98-071

**Regarding**

On behalf of Doug Harshman, Union alleges violation of Article 57, Union requests grievant be made whole for ten (10) minutes delay time at customer location.

**Decision Date** 1/27/1999

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that based on the facts presented the claim of the Union is denied.

**Company Position**

Grievant is seeking for five (5) minutes check-in and check-out time at a customer location.

**Union Position**

Grievant should be paid for ten (10) minutes delay time at a customer location.

**ERJAC Case Number** R-083-98

**Year Heard** 1999

**Committee** Committee B

**Local Union** 71                      **and Company** Preston Trucking Co.

**Grievant** Vernard Stirewalt

**Article** 57

**JAC Case Number** 369R98

**Regarding**

On behalf of Vernard Stirewalt, Union alleges violation of Article 57, Union claiming improper vacation pay and the grievant be made whole for \$172.82. 10/26/98 - The panel, in executive session, motion made, seconded and carried that this case is referred to the Carolina Supplemental Negotiating Committee for resolution. Committee B holds jurisdiction.

**Decision Date** 4/27/1999

**Decision**

The Panel, in Executive Session, motion made, seconded and carried to accept the recommendation of the Carolina Supplemental Negotiating Committee that based on the facts presented in this instant case, the claim of the Union is upheld.

**Company Position**

We have paid vacations in the Carolinas in this manner since we opened and absent any interpretation of the language to the contrary, we ask that this claim be denied.

**Union Position**

Company computed 1998 vacation request from 1996 earnings. Claim is for \$172.82; vacation was earned in 1997.

**ERJAC Case Number** R-007-98

**Year Heard** 1999

**Committee** Committee B

**Local Union** 776                      **and Company** ABF Freight System

**Grievant** Michael Ferry

**Article** 57

**JAC Case Number** 11-97-143

**Regarding**

On behalf of Michael Ferry, Union alleges violation of Article 57, violation of dispatch. 2/24/98 - The Panel, in executive session, motion made, seconded and carried that this case be referred back to the parties. Committee B holds jurisdiction. 7/28/98 - The panel, in executive session, motion deadlocked to Arbitration for October, 1998. However, according to the grievance machinery of the NMFA of 1998, this case is now referred to the ERJARC. 1/99 - The Review Committee referred this case to the NGC. 3/3/99 - The NGC on 3/3/99, referred the case to a SubCommittee to investigate the facts of the case and submit a recommendation based on its findings to the NGC. 6/9/99 - The NGC adopted a motion the case be held pending a report from the SubCommittee.

**Decision Date** 9/29/1999

**Decision**

The NGC [N-3-99-E4] on September 29, 1999, adopted the recommendation of the SubCommittee that the claim of the Union be upheld for one hour.

**Company Position**

There was no violation of dispatch.

**Union Position**

Company violated dispatch procedures.

**ERJAC Case Number** R-080-99 (N-12-00-E4)

**Year Heard** 2002

**Committee** Committee B

**Local Union** 771                      **and Company** Yellow Transportation

**Grievant** Isaac W. Tyson

**Article** 57

**JAC Case Number** 07-99-107

**Regarding**

On behalf of Isaac Tyson, Union alleges violation of Article 57, claiming six hours run-around. Pilot case for 31050; 31066; 31076; 32301; 32302. 10/26/99 - The Panel, in Executive Session, could not reach agreement. Case is deadlocked. 1/20/2000 - The ERJARC ruled based upon a review of the transcript and documents, the case is referred to the CPA NEG Committee. ERJARC holds jurisdiction. 9/5/00 - The ERJARC ruled based on the transcript and documents, the CPA NEG Committee is unable to resolve the issue. Referred back to the parties for resolution. ERJARC holds jurisdiction. 11/29/00 - Forwarded to the NGC.

**Decision Date** 3/20/2002

**Decision**

The NGC on March 20, 2002 shoe that based on review of the transcript and documents of this case including the method of dispatch, multi-conference change of operations decision MC-CO-11-6/84 and letter of understanding dated June 19, 1984, on method of dispatch, the claim of the Union is denied.

**Company Position**

Company dispatched MTY's with foreign drivers. But they did not return to the foreign terminals from which they had originally been dispatched; they returned to their home terminals. This is in accordance with Change of Operations Case MC-CO-11-6/84 which clarified the Company's position regarding foreign power courtesy.

**Union Position**

Company created a run-around when it dispatched foreign drivers in a direction other then their home terminals while Lancaster based drivers were available.



**ERJAC Case Number** C-157-95

**Year Heard** 1995

**Committee** Committee B

**Local Union** 776                      **and Company** ABF Freight System

**Grievant** Joseph Sewalk, Jr.

**Article** 57

**JAC Case Number**

**Regarding**

On behalf of Joseph Sewalk, Jr., Union alleges violation of Article 57, claiming city employee performing road work.

**Decision Date** 10/23/1995

**Decision**

In executive session, motion made, seconded and carried that in this case the claim of the Union is denied.

**Company Position**

Grievant could not have legally made the run of 161 miles from Carlisle to Springfield in the time he had left.

**Union Position**

Grievant had two (2) and one-half (1/2) hours remaining to drive when he arrived in Springfield. Company gave his tractor to a city driver to take a set of empty pups to Burlington, VT; this is road work.

**ERJAC Case Number** C-205-95

**Year Heard** 1995

**Committee** Committee A

**Local Union** 251 **and Company** Roadway Express

**Grievant** Paul J. Laurence

**Article** 57 **JAC Case Number**

**Regarding**

On behalf of Paul J. Laurence, Union alleges violation of Article 57, requesting 1.5 at overtime rate.

**Decision Date** 10/23/1995

**Decision**

The Panel, in executive session, motion made and seconded that the claim of the Union is upheld. Motion deadlocked to Arbitrator. Arbitration Decision: Based on the facts and evidence presented, the Arbitrator ruled that where the roadman performed a trailer drop and/or picked up a trailer ready to go and was enroute to his destination, the claim of the Union is denied. Should the above not apply, the claim of the Union is upheld.

**Company Position**

No violation of Article 57. Roadman was dispatched from Fall River to customer with empty which he dropped and then picked up a load and proceeded to his destination in Stroudsburg, PA. Cited prior decisions.

**Union Position**

Company allowed roadmen to perform local cartage work thereby denying one (1) and one-half (1/2) hours overtime to local cartage employee.

**ERJAC Case Number** R-092-98

**Year Heard** 2000

**Committee** Committee B

**Local Union** 776                      **and Company** ABF Freight System

**Grievant** Frank Dozier

**Article** 57

**JAC Case Number** 06-98-068

**Regarding**

On behalf of Frank Dozier, Union alleges violation of Article 57 Run-around, Union request grievant be made whole for run-around pay. 1/27/99 - ERJAC - The Panel, in Executive Session, motion made that based on the facts presented the claim of the Union is denied. Motion deadlocked. 5/21/99 - ERJARC - After reviewing this case, this case is put on Comm Hold pending the decision in N-3-99-E4, which is before the National Grievance Committee.

**Decision Date** 1/20/2000

**Decision**

The Eastern Region Joint Area Review Committee ruled that based on the decision in case N-33-99-E4, the claim of the Union in this case is upheld.

**Company Position**

Bid employee was dispatched on his bid; there was no violation.

**Union Position**

Company dispatched load to grievant's home terminal while grievant was available and off rest. This is violation of foreign power courtesy.

**ERJAC Case Number** R-12-00

**Year Heard** 2000

**Committee** Committee B

**Local Union** 391                      **and Company** Roadway Express

**Grievant** George M. Hall

**Article** 57

**JAC Case Number** 207C99

**Regarding**

On behalf of George M. Hall, Union alleges violation of Article 57 and all appropriate Articles on February 5, 1999, vacation claim.

**Decision Date** 4/18/2000

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that based on the facts presented in this case, the claim of the Union is denied.

**Company Position**

The grievants vacation day claim was denied since he had not earned any vacation, and he would have missed two work days if allowed to take one vacation day.

**Union Position**

The grievant was denied a day of vacation.

**Committee** Committee B

**Local Union** 773                      **and Company** Roadway Express

**Grievant** Jeff Smith, Et Al

**Article** 57

**JAC Case Number** 08-03-011CP

**Regarding**

On behalf of Jeff Smith Et Al, Union alleges violation of Article 57 (3[4]) on May 13, 2003. Union requests that all affected grievants be made whole for lost work opportunity and that the Company discontinue using linehaul drivers for city work. (Pilot for Grievance #'s 13246, 13250, 13251, 13247, 13751, 13764 and 13765). CPA JAGC - The Panel in Executive Session could not reach an agreement. This case is deadlocked.

**Decision Date** 1/27/2004

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that based on the facts in this instant case the claim of the Union is denied.

**Company Position**

The Company has the right to make en route delivery or pickup with road man. The road man did not fingerprint freight. The Company has been handling this account with road men for years.

**Union Position**

The grievant is filing against road drivers dropping and picking up trailers in the local city area.

**ERJAC Case Number** C-35-04

**Year Heard** 2004

**Committee** ERJARC

**Local Union** 776 **and Company** Roadway Express

**Grievant** Richard Jenks

**Article** 57

**JAC Case Number** 11-03-019CP

**Regarding**

Alleged violation of Articles 57, Section 2(b). Union claiming time clock at Harrisburg terminal should be set to hundredths of an hour as the rest of the Company's time clocks. 10/16/03 - HBG JLC - The Panel, in Executive Session, could not reach agreement. The case is deadlocked. 12/10/03 - CPA JAGC - The Panel, in executive Session, motion made, seconded and carried that the case is referred back to the parties. The panel retains jurisdiction. 4/27/04 - ERJAC - The Panel, in Executive Session, could not reach agreement. The case is deadlocked. 6/22/2004 - ERARC - The Panel, in Executive Session, could not reach an agreement. This case is referred to the National Grievance Committee.

**Decision Date** 7/14/2004

**Decision**

Please be advised that the National Grievance Committee adopted a motion that based on the review of the transcript in this case, the claim of the Union is denied.

**Company Position**

The Union cannot modify work rules or a local agreement.

**Union Position**

The Company should set the Carlisle Time Clock to hundredths to be uniform with the rest of the Company.

**Committee** Committee B

**Local Union** 764                      **and Company** New Penn Motor Express

**Grievant** Drake V. Saxton

**Article** 57

**JAC Case Number**

**Regarding**

On behalf of Drake V. Saxton, Union alleges violation of Article 57 (2[d]) on January 5, 2005. Union seeks grievant be made whole eight (8) hours pay for broken dispatch. 5/11/2005 - CPA JAGC - The Panel, in Executive Session, could not reach agreement. This case is deadlocked. 7/19/2005 - ERJAC - The Panel, in Executive Session, could not reach agreement. The case is deadlocked. 8/30/2005 - ER Review Committee - The Eastern Region Joint Area Review Committee based upon a review of the transcripts and evidence could not resolve. The case is deadlocked.

**Decision Date** 10/26/2005

**Decision**

Please be advised that the National Grievance Committee adopted a motion that the claim of the Union be upheld for eight (8) hours in this instant case.

**Company Position**

The grievant was put to bed by weather conditions causing him to run out of hours. The driver pulled over at his discretion, not at the direction of the company.

**Union Position**

The company was informed by the grievant that dispatching him other than his home terminal would break his dispatch and incur an eight (8) hour penalty.

**Committee** Committee B

**Local Union** 776                      **and Company** Roadway Express

**Grievant** Mark W. Smith

**Article** 57

**JAC Case Number**

**Regarding**

On behalf of Mark W. Smith, Union alleges violation of Article 57 on May 23, 2004. Union requests Company allow the hotel van into the yard to pickup drivers. 10/7/04 - HBG JLC - The Panel, in Executive Session, could not reach agreement. This case is deadlocked. 11/10/04 - CPA JAGC - The Panel, in Executive Session, motion made, seconded and carried that this case is referred back to the parties. The Panel retains jurisdiction. 2/9/05 - CPA JAGC - The parties in this case are unable to resolve. The case is deadlocked to the Eastern Region Joint Area Committee.

**Decision Date** 7/20/2005

**Decision**

The Panel, in Executive Session, motion made, seconded and carried based on the facts in this instant case there is no violation of the contract. The claim of the Union is denied.

**Company Position**

The Company believes reducing the traffic in the yard is a safety enhancement and does not allow any vehicles other than deliveries to the terminal.

**Union Position**

The Company will not allow the hotel van that picks up road men in Winston-Salem into the yard.



**ERJAC Case Number** R-8-06

**Year Heard** 2006

**Committee** Committee B

**Local Union** 776                      **and Company** ABF Freight System

**Grievant** Michael W. Fritz

**Article** 57

**JAC Case Number** 08-05-003CP

**Regarding**

On behalf of Michael W. Fritz, Union alleges violation of Article 57. Union requests cease and desist of improper dispatching procedures and grievant be made whole for all monies due. 6/8/2005 - HBG JLC - The Panel in Executive Session could not reach agreement. The case is deadlocked. 11/9/2005 - CPA JAGC - The Panel, in Executive Session, could not reach agreement. This case is deadlocked. 1/18/2006 - ERJAC - The Panel, in Executive Session, could not reach agreement. The case is deadlocked.

**Decision Date** 3/9/2006

**Decision**

The Eastern Region Joint Area Review Committee based upon a review of the transcripts and evidence ruled the claim of the Union is denied if these type of trips were run prior to the date of this grievance. The claim of the Union is upheld if these type of trips were not run prior to this grievance.

**Company Position**

The grievant is an ABA bid man and that is what he performed. He left Carlisle and went to bed in Albany. He then returned to his domicile on his next tour.

**Union Position**

The grievant is an ABA bid man and ran a turn before he was dispatched to his destination lay point. He should be paid for a second tour.

**ERJAC Case Number** R-6-06

**Year Heard** 2006

**Committee** Committee B

**Local Union** 771                      **and Company** Yellow Transportation

**Grievant** John Barrett

**Article** 57

**JAC Case Number** 08-05-010CP

**Regarding**

On behalf of John Barrett, Union alleges violation of Article 57. Union seeks grievant be made whole for all time claiming abuse of free time. 11/9/2005 - CPA JAGC - The Panel, in Executive Session, could not reach agreement. This case is deadlocked.

**Decision Date** 1/17/2006

**Decision**

The Panel, in Executive Session, motion made, seconded and carried based on the facts presented in this instant case, the claim of the Union is denied.

**Company Position**

The grievant had a mechanical problem and was paid for that delayed time.

**Union Position**

The Company did not have the grievant's unit ready when dispatched and that is abuse of free time.

**ERJAC Case Number** R-25-06

**Year Heard** 2006

**Committee** Committee B

**Local Union** 771                      **and Company** Yellow Transportation

**Grievant** B. Hunsberger on behalf of Chad Feister

**Article** 57                                      **JAC Case Number** 02-06-005CP

**Regarding**

On behalf of B. Hunsberger for Chad Feister, Union alleges violation of Article 57 on September 7, 2005. Union seeks total claim of 716 miles claiming runaround for work performed by Scranton road driver.

**Decision Date** 7/19/2006

**Decision**

The Panel, in Executive Session, motion made, seconded and carried, based on the facts presented in this instant case, the claim of the Union is upheld for one dispatch between Lancaster, PA and Cleveland, OH.

**Company Position**

No runaround occurred since the Scranton driver was bound to one of his primary destinations and was a man in motion when he arrived in Lancaster bound to Cleveland.

**Union Position**

The facts constitute a runaround since the loads a Scranton driver pulled from Lancaster to Cleveland originated in Lancaster.

**ERJAC Case Number** R-30-06

**Year Heard** 2006

**Committee** Committee B

**Local Union** 776                      **and Company** Roadway Express

**Grievant** Michael Gardner

**Article** 57

**JAC Case Number** 08-06-003CP

**Regarding**

On behalf of Michael Gardner, Union alleges violation of Article 57 (2). Union seeks grievant be made whole 2.5 hours claiming abuse of free time. 6/6/2006 - HBG JLC - The Panel, in Executive Session, could not reach agreement. This case is deadlocked. 9/6/2006 - CPA JAGC - The Panel, in Executive Session, could not reach agreement. The case is deadlocked. 10/18/2006 - ERJAC - The Panel, in Executive Session, could not reach agreement. The case is deadlocked.

**Decision Date** 12/14/2006

**Decision**

The Eastern Region Joint Area Review Committee based upon a review of the transcripts and evidence ruled the case is referred back to the parties.

**Company Position**

The grievant came out of bed and was not held over his fourteenth (14th) hour. There is no abuse and no monetary claim due.

**Union Position**

The Company abused the grievant's free time when he was not called for work until 11:00 a.m. and the work was ready at 9:00 a.m.

**ERJAC Case Number** C-21-07

**Year Heard** 2007

**Committee** Committee B

**Local Union** 773                      **and Company** Yellow Transportation

**Grievant** Jeff Wagner

**Article** 57

**JAC Case Number** 09-06-009CP

**Regarding**

On behalf of Jeff Wagner, Union alleges violation of Article 57 and Dispatch Procedures on August 5, 2006 and ongoing. Union claims negotiated dispatch procedure violated. NOTE: Pilot for grievance 17535. 2/7/2007 - CPA JAGC - The Panel, in Executive Session, could not reach agreement. This case is deadlocked.

**Decision Date** 7/25/2007

**Decision**

The Panel, in Executive Session, motion made, seconded and carried, based on the facts presented in this instant case, the claim of the Union is denied.

**Company Position**

The grievant was told to leave at 2100 by Central Dispatch but instead, took it upon himself to leave seven (7) hours earlier. When confronted at the terminal he went home and left seven (7) hours later and now claims delay time.

**Union Position**

The terminal Work Rules allows a road man to leave early on Saturday and when the grievant arrived to do so the Company would not let him leave until seven (7) hours later.

**ERJAC Case Number** R-15-07

**Year Heard** 2007

**Committee** Committee B

**Local Union** 229                      **and Company** Roadway Express

**Grievant** Nicholas Moore

**Article** 57

**JAC Case Number** 03-07-004CP

**Regarding**

On behalf of Nicholas Moore, Union alleges violation of Article 57 (2E). Union seeks to allow drivers to take their time off when working six (6) or more consecutive tours of duty; allow drivers to take on 7, 8, 9, 10, 11 or 12 consecutive tours. 3/7/2007 - CPA JAGC - The Panel, in Executive Session, could not reach agreement. This case is deadlocked.

**Decision Date** 5/9/2007

**Decision**

The Panel, in Executive Session, motion made, seconded and carried, based on the facts presented, the claim of the Union is denied.

**Company Position**

The Company's position is after completing six (6) tours he is allowed the time off and must take it then.

**Union Position**

The Union wants to allow the road men to take time off after completing 6, 7, 8, or more tours as done at other facilities.

**ERJAC Case Number** R-19-07

**Year Heard** 2007

**Committee** Committee B

**Local Union** 776                      **and Company** Roadway Express

**Grievant** Pat Lynch

**Article** 57

**JAC Case Number** 05-07-002CP

**Regarding**

On behalf of Pat Lynch, Union alleges violation of Article 57. Union seeks Roadway allow hotel van on property. NOTE: Pilot for grievance number: 120326. 3/6/2007 - HBG JLC - The Panel, in Executive Session, could not reach agreement. This case is deadlocked. 6/6/2007 - CPA JAGC - The Panel, in Executive Session, could not reach agreement. This case is deadlocked. 7/25/2007 - ERJAC - The Panel, in Executive Session, could not reach agreement. The case is deadlocked.

**Decision Date** 4/23/2008

**Decision**

The Panel, in Executive Session, motion made, seconded and carried the claim of the Union is denied.

**Company Position**

The Company does not allow the motel van on Company property as the Company believes it is a safety issue.

**Union Position**

The Company shares a terminal with Yellow who allows the motel van to pick up road men but Roadway will not allow the van on the property.

**ERJAC Case Number** R-9-08

**Year Heard** 2007

**Committee** Committee B

**Local Union** 771 **and Company** Yellow Transportation

**Grievant** Donald Kissinger

**Article** 57

**JAC Case Number** 05-07-005CP

**Regarding**

On behalf of Donald Kissinger, Union alleges violation of Article 57 on September 28, 2006. Union seeks grievant be made whole payment of \$297.14 and claims abuse of free time. 8/8/2007 - CPA JAGC - The Panel, in Executive Session, could not reach agreement. This case is deadlocked.

**Decision Date** 1/23/2008

**Decision**

The Panel, in Executive Session, motion made, seconded and carried, based on the facts presented in this instant case, the claim of the Union is denied.

**Company Position**

The grievant could have stayed on the turn board and would have run when he had hours since he could not run his bid because of hours of service.

**Union Position**

The Company abused the grievant's free time by not having his loads ready, running him out of hours and causing him to lose a trip.



**ERJAC Case Number** C-28-08

**Year Heard** 2007

**Committee** Committee B

**Local Union** 771 **and Company** Yellow Transportation

**Grievant** Sam DeJesus

**Article** 57

**JAC Case Number** 08-07-007CP

**Regarding**

On behalf of Sam DeJesus, Union alleges violation of Article 57. Union claims employer abused grievant's free time by not dispatching him until 1800 hours on May 17, 2007. 9/5/2007 - CPA JAGC - The Panel, in Executive Session, could not reach agreement. This case is deadlocked.

**Decision Date** 1/23/2008

**Decision**

The Panel, in Executive Session, motion made, seconded and carried, based on the facts presented in this instant case, the claim of the Union is denied.

**Company Position**

The Company held the grievant, trying to make a load to dispatch the grievant home. When the Company realized that was not going to happen, they dispatched him on a trip that actually earned him more than dispatching him home.

**Union Position**

The Company abused the grievant's time when they held him in Buffalo at the motel until 1800 when the load was hooked to run at 1347. The grievant is claiming four and one-half (4 1/2) hours.

**ERJAC Case Number** R-23-09

**Year Heard** 2009

**Committee** Committee B

**Local Union** 773                      **and Company** YRC, Inc.

**Grievant** Jeff Wagner

**Article** 57

**JAC Case Number** 07-09-004CP

**Regarding**

On behalf of Jeff Wagner, Union alleges violation of Article 57 on March 20, 2009. Union seeks grievant be made whole round trip pay and benefits plus eight (8) pickups claiming run was cancelled the sent out with a different driver at later date. 9/9/2009 - CPA JAGC - The Panel, in Executive Session, could not reach agreement. This case is deadlocked.

**Decision Date** 10/28/2009

**Decision**

The Panel, in Executive Session, motion made, seconded and carried based on the facts presented, the claim of the Union is denied.

**Company Position**

The Company ran this freight with bid men and did not violate the grievant's seniority.

**Union Position**

The Company canceled the grievant's trip and then ran the freight two (2) days later with another employee.

**ERJAC Case Number** R-5-11

**Year Heard** 2011

**Committee** Committee B

**Local Union** 776                      **and Company** ABF Freight System

**Grievant** Chris Watkins

**Article** 57

**JAC Case Number** 03-11-002CP

**Regarding**

On behalf of Chris Watkins, Union alleges violation of Article 57 (2). Union claims ten (10) additional hours of earned time off for being required to go past twelve (12) tours of duty. 1/5/2011 - HBG JLC - The Panel, in Executive Session, could not reach agreement. This case is deadlocked. 5/6/2011 - CPA JAGC - The Panel, in Executive Session, could not reach agreement. This case is deadlocked.

**Decision Date** 7/19/2011

**Decision**

The Panel, in Executive Session, motion made, seconded and carried the claim of the Union is upheld.

**Company Position**

The grievant has an option to request getting ninety-two (92) off but it is not an entitlement. The grievant is entitled to eight-two (82) with the ability to ask for an additional ten (10).

**Union Position**

The grievant is requesting an additional ten (10) hours off over and above the seventy-two (72) and ten (10) off for a total of ninety-two (92) hours off.

**ERJAC Case Number** R-18-07

**Year Heard** 2007

**Committee** Committee B - Reports Due

**Local Union** 676                      **and Company** Roadway Express

**Grievant** Jeff Ward

**Article** 57

**JAC Case Number** 04-07-021P

**Regarding**

On behalf of Jeff Ward, Union alleges violation of Article 57 (14a) on February 18, 2007. Union seeks grievant be paid for the Philadelphia to Alexandria, VA transport with the other driver. 6/11/2007 - PHIL JAC - The Panel, in Executive Session, could not reach an agreement. This case is deadlocked.

**Decision Date** 7/25/2007

**Decision**

The Panel, in Executive Session, motion made, seconded and carried the case is referred to Philadelphia & Vicinity Negotiating Committee.

**Company Position**

The Company has no obligation to pay the grievant again to Alexandria, VA.

**Union Position**

The grievant worked a partial trip and went home sick from Alexandria, VA. The Company's position is he must report to Alexandria without pay.

**ERJAC Case Number** R-2-12

**Year Heard** 2012

**Committee** Committee B

**Local Union** 776 **and Company** ABF Freight System

**Grievant** All Affected Drivers

**Article** 57, 59

**JAC Case Number** 03-11-005CP

**Regarding**

On behalf of all affected drivers, Union alleges violation of Articles 57 and 59. Union seeks all meal money due each driver. 11/9/2011 - CPA JAGC - The Panel, in Executive Session, could not reach agreement. This case is deadlocked.

**Decision Date** 1/24/2012

**Decision**

The Panel, in Executive Session, motion made, seconded and carried, based on the facts and evidence presented in this instant case, anyone who was paid eight (8) hours layover is due one (1) meal allowance as specified in the Central PA Agreement.

**Company Position**

The drivers are not due three (3) meals as the contract only allows for three (3) meals on Sundays or holidays when emergency is declared and there is an eight (8) hour delay.

**Union Position**

The contract allows for meal money when an emergency is declared. The drivers are due three (3) meals.

**ERJAC Case Number** R-27-08

**Year Heard** 2008

**Committee** Committee B

**Local Union** 776                      **and Company** USF Holland Motor Express

**Grievant** All Affected

**Article** 57, Holland Dispatch                      **JAC Case Number** 06-08-003CP

**Regarding**

On behalf of all affected, Union alleges violation of Article 57 and Holland Dispatch. Union seeks a cease and desist and payment of all losses. 4/3/2008 - HBG JLC - The Panel, in Executive Session, could not reach agreement. This case is deadlocked. 8/13/2008 - CPA JAGC - The Panel, in Executive Session, could not reach agreement. This case is deadlocked. 2/11/2009 - ERJAC - The Panel, in Executive Session, could not reach agreement. The case is deadlocked.

**Decision Date** 4/16/2009

**Decision**

The Eastern Region Joint Area Review Committee based upon a review of the transcripts and evidence ruled based on the facts in this instant case the claim of the Union is denied.

**Company Position**

Local 776 is signatory to the Holland Dispatch Procedure, which allows road men to work at a dark terminal.

**Union Position**

The Company is having road men work the dock at their destination, which is a violation.

**ERJAC Case Number** C-131-98

**Year Heard** 1998

**Committee** Committee B

**Local Union** 771 **and Company** Roadway Express

**Grievant** Lewis H. Nixon

**Article** 58

**JAC Case Number** 03-98-025

**Regarding**

On behalf of Lewis H. Nixon, Union alleges violation of Article 58 Sunday Work, Union request grievant be made whole for eight and one-half (8-1/2) hours pay at double time.

**Decision Date** 10/26/1998

**Decision**

The panel, in executive session, motion made, seconded and carried that based on the facts presented in this instant case, the claim of the Union is denied.

**Company Position**

Company has an established Sunday operation and is in compliance with Article 58, Section 3 of the Central PA Supplement.

**Union Position**

Company is violating the contract by not paying double time for Sunday.

**ERJAC Case Number** C-026-94

**Year Heard** 1995

**Committee** Committee B

**Local Union** 776                      **and Company** USF Red Star Express

**Grievant** Edward Keefler

**Article** 58

**JAC Case Number** 12-93-12

**Regarding**

On behalf of Edward Keefler, Union alleges violation of Article 58, claiming Company should pay grievant overtime for HazMat Training Class. 10/24/94 - Motion deadlocked.

**Decision Date** 4/25/1995

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that the claim of the Union is upheld for 2 hour and 11 minutes at time and one-half.

**Company Position**

Man was paid regular time for attending HAZMAT training class the same as a hundred other people.

**Union Position**

Man was held over his normal quitting time to attend HAZMAT training class and should be paid overtime pay in accordance with contract.



**ERJAC Case Number** C-027-94

**Year Heard** 1995

**Committee** Committee B

**Local Union** 776                      **and Company** USF Red Star Express

**Grievant** D. Zisk, D. Kinley

**Article** 58

**JAC Case Number** 12-93-13

**Regarding**

On behalf of D. Zisk and D. Kinley, Union alleges violation of Article 58, claiming payment of 8 hours at time and one-half for HazMat training. 10/24/94 - Motion deadlocked.

**Decision Date** 4/25/1995

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that the claim of the Union is partially sustained. The two (2) named grievants shall be compensated a total of eight (8) hours straight time for the training received.

**Company Position**

After missing two (2) previous training schedule, the employees were required to make this meeting to qualify for work and were paid in the same manner as the more than hundred (100) other employees.

**Union Position**

Men attended training on their non-bid day and should be paid eight (8) hours at one (1) and one-half (1/2) time.

**ERJAC Case Number** R-071-99

**Year Heard** 2000

**Committee** Committee A

**Local Union** 677 **and Company** APA Transport Corp.

**Grievant** All Affected Employees

**Article** 58

**JAC Case Number** 98-1021

**Regarding**

On behalf of All Affected Employees, Union alleges violation of Article 58 on September 9, 1998. Union requests \$1.50 increase retroactive to April 1, 1998. 10/25/99 - The Panel, in Executive Session, motion made, and seconded that the claim of the Union be upheld. Motion deadlocked.

**Decision Date** 1/20/2000

**Decision**

The Eastern Region Joint Area Review Committee ruled that based upon a review of the transcript and documentation, the claim of the Union is denied.

**Company Position**

Meal allowance increase became effective August 23, 1998, based on the National Arbitrator's decision of unresolved issues which included meal allowance, per NGC letter of December 11, 1998.

**Union Position**

All economic terms negotiated for the 1998 - 2003 NMFA and SNE Supplemental Agreement are retroactive to April 1, 1998. Therefore, based on the signed SNE Supplemental Agreement changes, the increase in the meal allowance of \$1.50 per day for road drivers was for the term of the Agreement and is retroactive to April 1, 1998. These terms were negotiated by the SNE Supplemental Negotiating Committee.

**ERJAC Case Number** C-24-00

**Year Heard** 2000

**Committee** Committee B

**Local Union** 429                      **and Company** Preston Trucking Co.

**Grievant** Michael S. Deck

**Article** 58

**JAC Case Number** 08-99-131

**Regarding**

On behalf of Michael S. Deck, Union alleges violation of Article 58. Union seeks grievant be made whole for unused personal day. This case was referred back to the parties on 10/6/99, the parties were unable to reach agreement. This case is deadlocked. 1/26/2000 - The Panel, in Executive Session, could not reach agreement. The case is deadlocked.

**Decision Date** 2/29/2000

**Decision**

The ERJARC ruled that based upon a review of the transcript and documents, the claim of the Union is upheld for all employees who requested and were entitled to personal holidays.

**Company Position**

It is the Company's position that there is no provision in the contract requiring the payment of unused personal holidays in the event of bankruptcy.

**Union Position**

The grievant qualified for personal holiday, requested the personal holiday and the Company failed to pay that personal holiday.

**ERJAC Case Number** C-38-00

**Year Heard** 2000

**Committee** Committee B

**Local Union** 429                      **and Company** New Penn Motor Express

**Grievant** William B. Strohm

**Article** 58

**JAC Case Number** 11-99-166

**Regarding**

On behalf of William B. Strohm, Union alleges violation of Article 58. Union claiming grievant was not paid for time in safety training. Case referred to the ERJAC because of the National Articles implication.

**Decision Date** 1/25/2000

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that based on the facts and evidence presented, the claim of the Union is denied.

**Company Position**

Contract provides for pay for regular employees for time spent taking HazMat training. The grievant was a probationary employee.

**Union Position**

Company called probationary employees in for Haz Mat prior to their starting their work day but did not pay them for the training time.

**ERJAC Case Number** C-2-12

**Year Heard** 2012

**Committee** Committee A

**Local Union** 175                      **and Company** ABF Freight System

**Grievant** Jeffrey Minney

**Article** 58

**JAC Case Number** L-11-10-86

**Regarding**

On behalf of Jeffrey Minney, Union alleges violation of Article 58 and any applicable. Union seeks grievant be made whole eight (8) hours pay claiming that after working on July 5, 2011 he was not paid for the July 4th holiday. Deadlocked.

**Decision Date**

**Decision**

The Panel, in Executive Session, motion made, seconded and carried the claim of the Union is upheld.

**Company Position**

N/A

**Union Position**

Grievant was not paid for July 4th holiday.

**ERJAC Case Number** C-61-08

**Year Heard** 2008

**Committee** Committee B

**Local Union** 229                      **and Company** Yellow Transportation

**Grievant** Dennis Fritz, Sr.

**Article** 58

**JAC Case Number** 08-08-005CP

**Regarding**

On behalf of Dennis Fritz, Sr., Union alleges violation of Article 58. Union claims grievant is not being paid the proper hourly rate of pay. 8/13/2008 - CPA JAGC - The Panel, in Executive Session, could not reach agreement. This case is deadlocked. 10/29/2008 - ERJAC - The Panel, in Executive Session, could not reach agreement. The case is deadlocked.

**Decision Date** 1/20/2009

**Decision**

The Eastern Region Joint Area Review Committee based upon a review of the transcripts and evidence ruled the claim of the Union is upheld.

**Company Position**

The grievant is not qualified to drive and, therefore, he is being paid the non-CDL rate.

**Union Position**

The grievant is not being paid the correct CDL rate.

**ERJAC Case Number** R-08-10

**Year Heard** 2010

**Committee** Committee B

**Local Union** 776                      **and Company** ABF Freight System

**Grievant** Affected

**Article** 58

**JAC Case Number** 01-10-002CP

**Regarding**

On behalf of affected, Union alleges violation of Article 58 (1[3]). Union seeks proper rate of pay. NOTE: Agreement between Company and Local Union for case to go directly to CPA JAGC. 1/6/2010 - CPA JAGC - The Panel, in Executive Session, could not reach agreement. This case is deadlocked. 4/20/2010 - ERJAC - The Panel, in Executive Session, could not reach agreement. The case is deadlocked.

**Decision Date** 5/17/2010

**Decision**

The Eastern Region Joint Area Review Committee based upon a review of the transcripts and evidence ruled they could not reach agreement. The case is deadlocked.

**Company Position**

The Company has always paid \$14.00 to dock only casuals.

**Union Position**

The Company is not paying the correct rate to casuals who are CDL qualified.

**ERJAC Case Number** C-30-10

**Year Heard** 2009

**Committee** Committee B

**Local Union** 776                      **and Company** New Penn Motor Express

**Grievant** Duane Mowers

**Article** 58

**JAC Case Number** 05-10-001CP

**Regarding**

On behalf of Duane Mowers, Union alleges violation of Article 58. Union seeks all monies due. 3/3/2010 - HBG JLC - The Panel, in Executive Session, could not reach agreement. This case is deadlocked. 7/7/2010 - CPA JAGC - The Panel, in Executive Session, could not reach agreement. This case is deadlocked.

**Decision Date** 4/19/2011

**Decision**

The Panel, in Executive Session, motion made, seconded and carried the claim of the Union is denied.

**Company Position**

The grievant is an extra board employee who does not get a choice of work. At the time there was not a known overtime situation.

**Union Position**

The Company sent a junior man on a known overtime day ahead of the grievant.



**ERJAC Case Number** R-13-10

**Year Heard** 2010

**Committee** Committee B - Reports Due

**Local Union** 776                      **and Company** YRC, Inc.

**Grievant** Mike Ramsey

**Article** 58

**JAC Case Number** 03-10-001CP

**Regarding**

On behalf of Mike Ramsay, Union alleges violation of Article 58 (2[4]). Union seeks Company stop forcing men to work past ten (10) hours. 1/6/2010 - HBG JLC - The Panel, in Executive Session, could not reach agreement. This case is deadlocked. 3/3/2010 - CPA JAGC - The Panel, in Executive Session, could not reach agreement. This case is deadlocked. 4/21/2010 - ERJAC - The Panel, in Executive Session, could not reach agreement. The case is deadlocked.

**Decision Date** 5/17/2010

**Decision**

The Eastern Region Joint Area Review Committee based upon a review of the transcripts and evidence ruled the case is referred to the CPA Negotiating Committee.

**Company Position**

The grievant was sent out on the street and was making pickups when his ten (10) hours were up. There is no violation when an employee is on the street during his tenth (10th) hour.

**Union Position**

The Company is violating the contract by forcing employees to work beyond ten (10) hours.

**ERJAC Case Number** C-240-96

**Year Heard** 1996

**Committee** Committee B

**Local Union** 430                      **and Company** Consolidated Freightways

**Grievant** George R. Norton

**Article** 59

**JAC Case Number**

**Regarding**

On behalf of George R. Norton, Union alleges violation of Article 59 (C & D) on January 11, 1996, Union claiming grievant be made whole for ten (10) hours wages and benefits.

**Decision Date** 7/23/1996

**Decision**

The panel, in executive session, motion made, seconded and carried that the claim of the Union is upheld.

### **Company Position**

Union is alleging that when the Company declares an emergency they must suspend all bids for the duration of the week and not just the duration of the emergency. The Company advised all employees and the Union that all bids were back in effect as of 2300/1/10, Wednesday night.

### **Union Position**

The Union contends the snow emergency should have been in effect for the remainder of said workweek, and therefore, asks the Committee to uphold this claim and Mr. Norton receive lost wages equal to those of junior employee, Mr. Reem for the day of 1/11/96.

**ERJAC Case Number** C-33-91

**Year Heard** 1991

**Committee** Committee A

**Local Union** 404                      **and Company** A.B.F. Freight System

**Grievant** James Allyn

**Article** 59

**JAC Case Number** 91-525

**Regarding**

On behalf of James Allyn, Union alleges violation of Article 59, claiming company dropped trailer for less than eight (8) hours while Mr. Allyn was on layoff.

**Decision Date** 7/23/1991

**Decision**

The panel, in executive session, motion made, seconded and carried that the claim of the Union is denied.

**Company Position**

The Company denies the claim of the Union.

**Union Position**

The Company dropped a trailer for less than eight (8) hours at a normal peddle stop while Mr. Allyn was on layoff.

**Committee** Committee B

**Local Union** 171 **and Company** Consolidated Freightways

**Grievant** Jeffrey A. Booth

**Article** 59

**JAC Case Number** 14-C-00

**Regarding**

On behalf of Jeffrey A. Booth, Union alleges violation of Article 59 (3,9,11) on January 15, 2000. Union seeks grievant be made whole eight hours pay (\$150.48) and Company give to give starting times at the end of each shift for next day to all guaranteed unassigned men.

**Decision Date** 4/18/2000

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that the grievant should have been advised at the end of his work day when to report for work as required by Article 59, Section 9, but was not. However, by telephone the Company offered the grievant work opportunity which he declined, thereby breaking his guarantee. Therefore, the claim of the Union is denied, and the Company is reminded of its obligation under Article 59, Section 9.

**Company Position**

The grievant was offered work on Wednesday but declined, thereby breaking his guarantee. The junior employee who worked on Saturday had three work opportunities during the week and was entitled to a 4th opportunity which he was given on Saturday.

**Union Position**

The Company asked employees other than the grievant, an unassigned guaranteed employee to take a day off and make it up on a Saturday. The grievant wasn't given a start time at the end of his shift the day before; he was called at 10:00 a.m. and given a choice of reporting for work at 7:00 p.m. or working the following Saturday if the two employees working on Saturday believe there is enough work for a third employee. He didn't work that day or the following Saturday. The following Saturday, an employee junior

**ERJAC Case Number** C-19-10

**Year Heard** 2010

**Committee** Committee B

**Local Union** 509                      **and Company** YRC, Inc.

**Grievant** James Mullinax

**Article** 59

**JAC Case Number** 168C10

**Regarding**

On behalf of James Mullinax, Union alleges violation of Article 59 (7, 12) and all other appropriate articles. Claim for utility pay of 54.95 hours while working as P&D classification. 6/8/2010 - Carolina Bi-State - The Panel, in Executive Session could not reach agreement. The case is deadlocked. Fee Split.

**Decision Date** 7/20/2010

**Decision**

The Panel, in Executive Session, motion made, seconded and carried based on the facts in this instant case the monetary claim is denied. The case is referred back to the parties.

**Company Position**

The grievant hooked a unit at his home terminal and is not due the utility rate.

**Union Position**

The grievant is a P&D driver who was forced to do switching work when he was instructed to hook a utility man and therefore, he should be paid \$1.00 per hour for all work performed this week.

**ERJAC Case Number** MS-5-06

**Year Heard** 2006

**Committee** Maintenance of Standards

**Local Union** 776 **and Company** Roadway Express

**Grievant** Local 776 for All Affected

**Article** 6

**JAC Case Number**

**Regarding**

On behalf of all affected, Union alleges violation of Article 6. Union seeks Company comply with past practice of allowing two (2) days off for Deer Season.

**Decision Date** 1/17/2006

**Decision**

The Panel, in Executive Session, motion made, seconded and carried the claim of the Union is upheld in this instant case.

**Company Position**

N/A

**Union Position**

For the Company comply with past practice of allowing two (2) days off for Deer Season.

**ERJAC Case Number** MS-8-07

**Year Heard** 2007

**Committee** Maintenance of Standards

**Local Union** 992                      **and Company** Roadway Express

**Grievant** Jeff Sechrist Et Al

**Article** 6                                      **JAC Case Number**

**Regarding**

On behalf Jeff Sechrist Et Al, Union alleges violation of Article 6 (1), 8 (6) and all other applicable articles on June 19, 2006 and ongoing. Union claims Company is requiring P& D drivers to perform the duties of a dock employee while dock employees are in layoff status. 7/25/2007 - ERJAC - The Panel, in Executive Session, could not reach agreement. The case is deadlocked. 9/2007 - ER Review - The Committee, based upon a review of the transcripts and evidence, has referred this case back to the parties. The Review Committee retains jurisdiction.

**Decision Date** 4/23/2008

**Decision**

Dolly Ulica at IBT office in Washington, DC has decision info.

**Company Position**

N/A

**Union Position**

Company is requiring P& D drivers to perform the duties of a dock employee while dock employees are in layoff status.

**ERJAC Case Number** MS-9-07

**Year Heard** 2007

**Committee** Maintenance of Standards

**Local Union** 992                      **and Company** Roadway Express

**Grievant** Tom Krause Et Al

**Article** 6

**JAC Case Number**

**Regarding**

On behalf Tom Krause Et Al, Union alleges violation of Article 6 (1[a]) and all other applicable articles on October 27, 2006 and ongoing. Union claims Company imposed a drop out day on the bargaining unit employees in the dock classification in respect to the posted ten (10) hour dock bids; it was agreed upon that there would be three (3) consecutive days off for dock bids. 7/25/2007 - ERJAC - The Panel, in Executive Session, could not reach agreement. The case is deadlocked. 9/2007 - ER Review - The Committee, based upon a review of the transcripts and evidence, has referred this case back to the parties. The Review Committee retains jurisdiction.

**Decision Date** 4/23/2008

**Decision**

Dolly Ulica at IBT office in Washington, DC has decision info.

**Company Position**

N/A

**Union Position**

Company imposed a drop out day onto the bargaining unit employees in the dock classification in respect to the posted ten (10) hour dock bids; it was agreed upon that there would be three (3) consecutive days off for dock bids.



**ERJAC Case Number** MS-11-07

**Year Heard** 2007

**Committee** Maintenance of Standards

**Local Union** 71 **and Company** USF Holland Motor Express

**Grievant** Jackie Coleman

**Article** 6

**JAC Case Number**

**Regarding**

On behalf of Jackie Coleman, Union alleges violation of Article 6 (1) on March 16, 2007. Union seeks grievant be made whole one (1) hour's pay claiming Company refusing to pay delay time.

**Decision Date** 7/25/2007

**Decision**

The Panel, in Executive Session, could not reach agreement. The case is deadlocked.

**Company Position**

N/A

**Union Position**

Company refusing to pay delay time in accordance with the contract.

**ERJAC Case Number** MS-7-07

**Year Heard** 2007

**Committee** Maintenance of Standards

**Local Union** 776                      **and Company** Roadway Express

**Grievant** Charles Gardner

**Article** 6

**JAC Case Number**

**Regarding**

On behalf of Charles Gardner, Union alleges violation of Article 6. Union seeks Company continue to provide lunch as they have done in the past.

**Decision Date** 7/23/2008

**Decision**

The Panel, in Executive Session, motion made, seconded and carried based on the facts presented in this case the claim of the Union is denied.

**Company Position**

N/A

**Union Position**

Roadway should continue to provide lunch as they have done in the past.

**ERJAC Case Number** MS-92-08

**Year Heard** 2008

**Committee** Maintenance of Standards

**Local Union** 397                      **and Company** ABF Freight System

**Grievant** Ron Gibbs, Affected

**Article** 6

**JAC Case Number**

**Regarding**

On behalf of affected, Union alleges violation of Article 6 on January 14, 2008 and ongoing. Union position is there is a recognized long-standing practice of submitting a layover notification letter at home terminal if driver does not wish to layover more than three (3) times before returning to home terminal.

**Decision Date** 7/22/2008

**Decision**

The Panel, in Executive Session, motion made, seconded and carried the claim of the Union is denied.

**Company Position**

The Company wants road drivers to sign in sheet at first lay point for notification.

**Union Position**

Recognized long-standing practice of submitting a layover notification letter at home terminal if driver does not wish to layover more than three (3) times before returning to home terminal.

**ERJAC Case Number** MS-98-08

**Year Heard** 2008

**Committee** Maintenance of Standards

**Local Union** 397                      **and Company** USF Holland Motor Express

**Grievant** R. Gibbs

**Article** 6

**JAC Case Number**

**Regarding**

On behalf of affected, Union alleges violation of Article 6. Union requests approval of maintenance of standards of Local Cartage operations and Over-the-Road operations.

**Decision Date** 7/22/2008

**Decision**

The Panel, in Executive Session, motion made, seconded the Maintenance of Standards submitted to the Committee are approved.

**Company Position**

Company has signed and agreed.

**Union Position**

requests approval of maintenance of standards of Local Cartage operations and Over-the-Road operations.

**ERJAC Case Number** MS-6-09

**Year Heard** 2009

**Committee** Maintenance of Standards

**Local Union** 429                      **and Company** New Penn Motor Express

**Grievant** Terry Schittler

**Article** 6

**JAC Case Number**

**Regarding**

On behalf of Terry Schittler, Union alleges violation of Article 6 (1) on March 4, 2009. Union claims violation of past practice; newly posted rule that employees must punch out and in for lunch break.

**Decision Date** 7/21/2009

**Decision**

The Panel, in Executive Session, motion made, seconded and carried the claim of the Union is denied.

**Company Position**

N/A

**Union Position**

Continue long-standing practice of not having to punch in/out for lunch.

**ERJAC Case Number** MS-10-09

**Year Heard** 2009

**Committee** Maintenance of Standards

**Local Union** 776                      **and Company** New Penn Motor Express

**Grievant** All Affected

**Article** 6

**JAC Case Number**

**Regarding**

On behalf of all affected employees, Union alleges violation of Article 6. Union seeks Company pay all losses. NOTE: Pilot for grievance numbers: 128982, 129140, 129141, 128975, 126843 and 127108.

**Decision Date** 7/22/2009

**Decision**

The Panel, in Executive Session, motion made, seconded and carried the claim of the Union is denied.

**Company Position**

N/A

**Union Position**

Pay all losses.

**ERJAC Case Number** MS-04-10

**Year Heard** 2009

**Committee** Maintenance of Standards

**Local Union** 384 **and Company** ABF Freight System

**Grievant** Mark Capper

**Article** 6

**JAC Case Number**

**Regarding**

On behalf of Mark Capper, Union alleges violation of Article 6 and all other articles related on October 23, 2009 and ongoing. Union claims Company has imposed new regulations regarding the taking of breaks and it should be 100% of the employee's discretion as it was in the past.

**Decision Date** 1/26/2010

**Decision**

The Panel, in Executive Session, motion made, seconded and carried based on the facts presented, the claim of the Union is denied.

**Company Position**

N/A

**Union Position**

Company has imposed new regulations regarding the taking of breaks and it should be 100% of the employee's discretion as it was in the past.

**ERJAC Case Number** MS-05-10

**Year Heard** 2010

**Committee** Maintenance of Standards

**Local Union** 776 **and Company** YRC, Inc.

**Grievant** Jeff Rouse

**Article** 6

**JAC Case Number**

**Regarding**

On behalf of Jeff Rouse, Union alleges violation of Article 6. Union seeks all monies due for improper cancelation of bids per practice. NOTE: Pilot for grievance numbers: 131958, 126734, 131986, 131980, 130374, 130350.

**Decision Date** 4/20/2010

**Decision**

The Panel, in Executive Session, motion made, seconded and carried based on the facts presented in this case, the claim of the Union is denied.

**Company Position**

N/A

**Union Position**

Union seeks all monies due for improper cancelation of bids per practice.



**ERJAC Case Number** MS-10-10

**Year Heard** 2010

**Committee** Maintenance of Standards

**Local Union** 375 **and Company** YRC, Inc.

**Grievant** William Kellerman

**Article** 6

**JAC Case Number**

**Regarding**

On behalf of William Kellerman, Union alleges violation of Article 6 on May 7, 2010 and ongoing. . Union seeks Company to stop allowing mechanics outside the bargaining unit to move equipment as previously done by yardmen. 10/26/2010 - ERJAC - The Panel, in Executive Session, motion made, seconded and carried the point of order is deadlocked. 12/15/2010 - ER Review Committee - The Eastern Region Joint Area Review Committee based upon a review of the transcripts and evidence ruled the Company's Point of Order is denied. The case is referred back to the Region to be heard on its merits.

**Decision Date** 1/25/2011

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that equipment staged in the defined maintenance areas can be moved to the shop by a mechanic. Equipment requiring maintenance parked in areas outside of the defined maintenance area shall be taken to the shop by a yardman or, if unable to be driven, by the mechanic.

**Company Position**

N/A

**Union Position**

Company to stop allowing mechanics outside the bargaining unit to move equipment as previously done by yardmen.

**ERJAC Case Number** MS-3-11

**Year Heard** 2011

**Committee** Maintenance of Standards

**Local Union** 776 **and Company** ABF Freight System

**Grievant** Larry Greenwalt

**Article** 6

**JAC Case Number**

**Regarding**

On behalf of Larry Greenwalt, Union alleges violation of Article 6. Union seeks continuation of drivers using paid days at their discretion.

**Decision Date** 1/25/2012

**Decision**

The Panel, in Executive Session, motion made, seconded and carried the Company's point of order is upheld. The case is improper before this Committee.

**Company Position**

N/A

**Union Position**

Continue of drivers using paid days at their discretion.

**ERJAC Case Number** MS-13-10

**Year Heard** 2010

**Committee** Maintenance of Standards

**Local Union** 391 **and Company** ABF Freight System

**Grievant** All Affected

**Article** 6, 16, 20

**JAC Case Number**

**Regarding**

On behalf of all affected, Union alleges violation of Articles 6, 16 (2), 20 on May 27, 2010 and ongoing. Union seeks all monies due; that two (2) drivers complete delivery with pay and benefits claiming Company has placed drivers in an unsafe environment when drivers are required to perform a turn-key delivery and left alone with consignee in a home delivery. 10/27/2010 - ERJAC - The Panel, in Executive Session, could not reach agreement. The case is deadlocked.

**Decision Date** 12/15/2010

**Decision**

The Eastern Region Joint Area Review Committee based upon a review of the transcripts and evidence and the agreement of the January 7, 2005 letter, the claim of the Union is denied.

**Company Position**

N/A

**Union Position**

Seeks two (2) drivers complete delivery with pay and benefits claiming Company has placed drivers in an unsafe environment when drivers are required to perform a turn-key delivery and left alone with consignee in a home delivery.

**ERJAC Case Number** MS-3-12

**Year Heard** 2012

**Committee** Maintenance of Standards

**Local Union** 249 **and Company** New Penn Motor Express

**Grievant** James W. Madden, Jr.

**Article** 6, 26, 54

**JAC Case Number**

**Regarding**

On behalf of James W. Madden, Jr., Union alleges violation of Articles 6 (1, 2), 26 (1) and 54 (9[B{a}]) on pay period ending June 9, 2012 and ongoing. Union seeks a cease and desist and pay all time owed to road drivers claiming Company go back to original method of paying punch.

**Decision Date** 10/23/2012

**Decision**

The Panel, in Executive Session, motion made seconded and carried that based on the facts and evidence presented the claim of the Union is denied. However, based on the Company's testimony, the grievant it to be paid two (2) hours and eleven (11) minutes.

**Company Position**

N/A

**Union Position**

Union seeks a cease and desist and pay all time owed to road drivers claiming Company go back to original method of paying punch.

**ERJAC Case Number** MS-1-06

**Year Heard** 2006

**Committee** Maintenance of Standards

**Local Union** 294                      **and Company** USF Holland Motor Express

**Grievant** Frank McClellan

**Article** 6, 37

**JAC Case Number**

**Regarding**

On behalf of Frank McClellan, Union alleges violation of Articles 6 and 37 and N-1-05-E2 on November 1, 2005. Union seeks grievant be made whole all seniority wages, health, welfare and pension contributions claiming former USF Red Star employees not hired by USF Holland.

**Decision Date** 4/25/2006

**Decision**

The Panel, in Executive Session, motion made, seconded and carried, based on the facts presented, the claim of the Union is denied.

**Company Position**

N/A

**Union Position**

As a former USF Red Star employee not hired by USF Holland, I request all seniority wages, health, welfare and pension contributions due grievant.

**ERJAC Case Number** MS-25-07

**Year Heard** 2007

**Committee** Maintenance of Standards

**Local Union** 355                      **and Company** ABF Freight System

**Grievant** Bert Lander

**Article** 6, 37

**JAC Case Number**

**Regarding**

On behalf of Bert Lander, Union alleges violation of Articles 6 and 37 on December 11, 2006. Union seeks grievant be made whole all lost earnings and benefits claiming he was removed from the job and denied an earning opportunity.

**Decision Date** 5/8/2007

**Decision**

The Panel, in Executive Session, could not reach agreement. The case is deadlocked.

**Company Position**

N/A

**Union Position**

Grievant was removed from the job and denied an eraning opportunity.

**ERJAC Case Number** MS-3-09

**Year Heard** 2009

**Committee** Maintenance of Standards

**Local Union** 375 **and Company** USF Holland Motor Express

**Grievant** Dennis F. Smith

**Article** 6, 38

**JAC Case Number**

**Regarding**

On behalf of Dennis F. Smith, Union alleges violation of Articles 6 and 38 on February 27, 2009. Union seeks grievant be made whole eight (8) hours pay plus health, hospital and pension benefits claiming he was denied use of a sick day.

**Decision Date** 7/22/2009

**Decision**

Governed by pilot case MS-5-09.

**Company Position**

N/A

**Union Position**

Grievant was denied use of a sick day.

**ERJAC Case Number** MS-4-09

**Year Heard** 2009

**Committee** Maintenance of Standards

**Local Union** 375 **and Company** USF Holland Motor Express

**Grievant** Michael Delplato

**Article** 6, 38

**JAC Case Number**

**Regarding**

On behalf of Michael Delplato, Union alleges violation of Articles 6 and 38 on November 7, 2008. Union seeks grievant be made whole eight (8) hours pay plus health, hospital and pension benefits claiming he was denied use of a sick day.

**Decision Date** 7/22/2009

**Decision**

Governed by pilot case MS-5-09.

**Company Position**

N/A

**Union Position**

Grievant was denied use of a sick day.



**ERJAC Case Number** MS-5-09

**Year Heard** 2009

**Committee** Maintenance of Standards

**Local Union** 375 **and Company** USF Holland Motor Express

**Grievant** Jim Walterich for All Affected

**Article** 6, 38

**JAC Case Number**

**Regarding**

On behalf of Jim Walterich on behalf of all affected regular employees on letter of layoff, Union alleges violation of Articles 6 and 38 on February 2, 2009 and ongoing. Union seeks full pay and health, hospital and pension benefits for any employee currently being denied use of sick days. NOTE: Pilot case for MS-3-09 and MS-4-09.

**Decision Date** 7/21/2009

**Decision**

The Panel, in Executive Session, motion made, seconded and carried based on the facts in this instant case and employees on layoff status working on call and available on a daily basis when work is available, the claim of the Union is denied.

**Company Position**

N/A

**Union Position**

Grievants being denied use of a sick days.

**ERJAC Case Number** MS-09-10

**Year Heard** 2010

**Committee** Maintenance of Standards

**Local Union** 355                      **and Company** YRC, Inc.

**Grievant** Local 355 of behalf of Brian Dolch

**Article** 6, 38, 54                                      **JAC Case Number**

**Regarding**

On behalf of Brian Dolch, Union alleges violation of Articles 6, 38 and 54 on March 31, 2010. Union seeks eight (8) hours claiming grievant was denied request for a paid sick day. 7/21/2010 - ERJAC - The Panel, in Executive Session, could not reach agreement. The case is deadlocked.

**Decision Date** 12/15/2010

**Decision**

The Eastern Region Joint Area Review Committee based upon a review of the transcripts and evidence in this instant case, the claim of the Union is upheld.

**Company Position**

N/A

**Union Position**

Company denied a sick day.

**ERJAC Case Number** MS-13-07

**Year Heard** 2007

**Committee** Maintenance of Standards

**Local Union** 391 **and Company** USF Holland Motor Express

**Grievant** James Carmichael

**Article** 6, 40, 42, 50

**JAC Case Number**

**Regarding**

On behalf of James Carmichael, Union alleges violation of Articles 6, 40, 42, 50 and all appropriate articles on February 13, 2007. Union seeks grievant be made whole two (2) hours pay at rate claiming Company failed to properly pay for layover and delay time.

**Decision Date** 7/25/2007

**Decision**

The Panel, in Executive Session, could not reach agreement. The case is deadlocked.

**Company Position**

N/A

**Union Position**

The Company failed to properly pay for layover and delay time for time spent in service of the Company on or about 2/13/07.

**ERJAC Case Number** MS-14-07

**Year Heard** 2007

**Committee** Maintenance of Standards

**Local Union** 391 **and Company** USF Holland Motor Express

**Grievant** James Carmichael

**Article** 6, 40, 42, 50

**JAC Case Number**

**Regarding**

On behalf of James Carmichael, Union alleges violation of Articles 6, 40, 42, 50 and all appropriate articles on February 16, 2007. Union seeks grievant be made whole one and a one-half (1 and 1/2) hours pay at rate claiming Company failed to properly pay for layover and delay time.

**Decision Date** 7/25/2007

**Decision**

The Panel, in Executive Session, could not reach agreement. The case is deadlocked.

**Company Position**

N/A

**Union Position**

The Company failed to properly pay for layover and delay time for time spent in service of the Company on or about 2/16/07.

**ERJAC Case Number** MS-15-07

**Year Heard** 2007

**Committee** Maintenance of Standards

**Local Union** 391 **and Company** USF Holland Motor Express

**Grievant** James Carmichael

**Article** 6, 40, 42, 50

**JAC Case Number**

**Regarding**

On behalf of James Carmichael, Union alleges violation of Articles 6, 40, 42, 50 and all appropriate articles on March 6, 2007. Union seeks grievant be made whole one and a quarter (1 and 1/4) hours pay at rate claiming Company failed to properly pay for layover and delay time.

**Decision Date** 7/25/2007

**Decision**

The Panel, in Executive Session, could not reach agreement. The case is deadlocked.

**Company Position**

N/A

**Union Position**

The Company failed to properly pay for layover and delay time for time spent in service of the Company on or about 3/6/07.

**ERJAC Case Number** MS-16-07

**Year Heard** 2007

**Committee** Maintenance of Standards

**Local Union** 391 **and Company** USF Holland Motor Express

**Grievant** James Wickline

**Article** 6, 40, 42, 50

**JAC Case Number**

**Regarding**

On behalf of James Wickline, Union alleges violation of Articles 6, 40, 42, 50 and all appropriate articles on February 14, 2007. Union seeks grievant be made whole one and a quarter (1 and 1/4) hours pay at rate claiming Company failed to properly pay for layover and delay time.

**Decision Date** 7/25/2007

**Decision**

The Panel, in Executive Session, could not reach agreement. The case is deadlocked.

**Company Position**

N/A

**Union Position**

The Company failed to properly pay for layover and delay time for time spent in service of the Company on or about 2/14/07.

**ERJAC Case Number** MS-17-07

**Year Heard** 2007

**Committee** Maintenance of Standards

**Local Union** 391 **and Company** USF Holland Motor Express

**Grievant** James Wickline

**Article** 6, 40, 42, 50

**JAC Case Number**

**Regarding**

On behalf of James Wickline, Union alleges violation of Articles 6, 40, 42, 50 and all appropriate articles on February 28, 2007. Union seeks grievant be made whole one-half (1/2) hour pay at rate claiming Company failed to properly pay for layover and delay time.

**Decision Date** 7/25/2007

**Decision**

The Panel, in Executive Session, could not reach agreement. The case is deadlocked.

**Company Position**

N/A

**Union Position**

The Company failed to properly pay for layover and delay time for time spent in service of the Company on or about 2/28/07.

**ERJAC Case Number** MS-18-07

**Year Heard** 2007

**Committee** Maintenance of Standards

**Local Union** 391 **and Company** USF Holland Motor Express

**Grievant** Robert Williams

**Article** 6, 40, 42, 50

**JAC Case Number**

**Regarding**

On behalf of Robert Williams, Union alleges violation of Articles 6, 40, 42, 50 and all appropriate articles on February 13, 2007. Union seeks grievant be made whole one and one-quarter (1 1/4) hours pay at rate claiming Company failed to properly pay for layover and delay time.

**Decision Date** 7/25/2007

**Decision**

The Panel, in Executive Session, could not reach agreement. The case is deadlocked.

**Company Position**

N/A

**Union Position**

The Company failed to properly pay for layover and delay time for time spent in service of the Company on or about 2/13/07.



**ERJAC Case Number** MS-19-07

**Year Heard** 2007

**Committee** Maintenance of Standards

**Local Union** 391 **and Company** USF Holland Motor Express

**Grievant** Robert Williams

**Article** 6, 40, 42, 50

**JAC Case Number**

**Regarding**

On behalf of Robert Williams, Union alleges violation of Articles 6, 40, 42, 50 and all appropriate articles on February 19, 2007. Union seeks grievant be made whole two (2) hours pay at rate claiming Company failed to properly pay for layover and delay time.

**Decision Date** 7/25/2007

**Decision**

The Panel, in Executive Session, could not reach agreement. The case is deadlocked.

**Company Position**

N/A

**Union Position**

The Company failed to properly pay for layover and delay time for time spent in service of the Company on or about 2/19/07.

**ERJAC Case Number** MS-20-07

**Year Heard** 2007

**Committee** Maintenance of Standards

**Local Union** 391 **and Company** USF Holland Motor Express

**Grievant** Ellis Reid

**Article** 6, 40, 42, 50

**JAC Case Number**

**Regarding**

On behalf of Ellis Reid, Union alleges violation of Articles 6, 40, 42, 50 and all appropriate articles on February 15, 2007. Union seeks grievant be made whole three-quarter (3/4) hours pay at rate claiming Company failed to properly pay for layover and delay time.

**Decision Date** 7/25/2007

**Decision**

The Panel, in Executive Session, could not reach agreement. The case is deadlocked.

**Company Position**

N/A

**Union Position**

The Company failed to properly pay for layover and delay time for time spent in service of the Company on or about 2/15/07.

**ERJAC Case Number** MS-21-07

**Year Heard** 2007

**Committee** Maintenance of Standards

**Local Union** 391 **and Company** USF Holland Motor Express

**Grievant** Ellis Reid

**Article** 6, 40, 42, 50

**JAC Case Number**

**Regarding**

On behalf of Ellis Reid, Union alleges violation of Articles 6, 40, 42, 50 and all appropriate articles on March 7, 2007. Union seeks grievant be made whole two (2) hours pay at rate claiming Company failed to properly pay for layover and delay time.

**Decision Date** 7/25/2007

**Decision**

The Panel, in Executive Session, could not reach agreement. The case is deadlocked.

**Company Position**

N/A

**Union Position**

The Company failed to properly pay for layover and delay time for time spent in service of the Company on or about 3/7/07.

**ERJAC Case Number** MS-22-07

**Year Heard** 2007

**Committee** Maintenance of Standards

**Local Union** 391 **and Company** USF Holland Motor Express

**Grievant** Norman Towell

**Article** 6, 40, 42, 50

**JAC Case Number**

**Regarding**

On behalf of Norman Towell, Union alleges violation of Articles 6, 40, 42, 50 and all appropriate articles on February 20, 2007. Union seeks grievant be made whole one and one-quarter (1 and 1/4) hours pay at rate claiming Company failed to properly pay for layover and delay time.

**Decision Date** 7/25/2007

**Decision**

The Panel, in Executive Session, could not reach agreement. The case is deadlocked.

**Company Position**

N/A

**Union Position**

The Company failed to properly pay for layover and delay time for time spent in service of the Company on or about 2/20/07.

**ERJAC Case Number** MS-23-07

**Year Heard** 2007

**Committee** Maintenance of Standards

**Local Union** 391 **and Company** USF Holland Motor Express

**Grievant** Milton Duncan

**Article** 6, 40, 42, 50

**JAC Case Number**

**Regarding**

On behalf of Milton Duncan, Union alleges violation of Articles 6, 40, 42, 50 and all appropriate articles on February 28, 2007. Union seeks grievant be made whole one and one-half (1 and 1/2) hours pay at rate claiming Company failed to properly pay for layover and delay time.

**Decision Date** 7/25/2007

**Decision**

The Panel, in Executive Session, could not reach agreement. The case is deadlocked.

**Company Position**

N/A

**Union Position**

The Company failed to properly pay for layover and delay time for time spent in service of the Company on or about 2/28/07.

**ERJAC Case Number** MS-12-09

**Year Heard** 2009

**Committee** Maintenance of Standards

**Local Union** 776 **and Company** YRC, Inc.

**Grievant** Mike Ramsey

**Article** 6, 42

**JAC Case Number**

**Regarding**

On behalf of Mike Ramsey, Union alleges violation of Articles 6 and 42. Union seeks grievant be made whole for lost sixth (6th) punch. NOTE: Pilot for grievance number 111791.

**Decision Date** 1/27/2010

**Decision**

The Panel, in Executive Session, motion made, seconded and carried based on the circumstances in this instant case, the monetary claim alone is upheld.

**Company Position**

N/A

**Union Position**

Seeking lost sixth (6th) punch.

**ERJAC Case Number** MS-3-06

**Year Heard** 2006

**Committee** Maintenance of Standards

**Local Union** 771 **and Company** Yellow Transportation

**Grievant** Richard Smith

**Article** 6, 57

**JAC Case Number**

**Regarding**

On behalf of Richard Smith, Union alleges violation of Article 6 and 57 on October 31, 2005. Union claims company violated agreed to work rule resulting in a runaround claim.

**Decision Date** 7/19/2006

**Decision**

Governed by PILOT Case MS-2-06.

**Company Position**

N/A

**Union Position**

Company violated agreed to work rule resulting in a runaround claim.

**ERJAC Case Number** MS-5-11

**Year Heard** 2011

**Committee** Maintenance of Standards

**Local Union** 355 **and Company** YRC, Inc.

**Grievant** Randy Greene

**Article** 6, 8, 43, 55 **JAC Case Number**

**Regarding**

On behalf of Randy Greene, Union alleges violation of Articles 6 (1, 2), 8 (1), 43 (3, 7, 10) and 55 (5) on July 10, 2011 and ongoing. Union claims grievant seeks clarification, interpretation of several issues.

**Decision Date**

**Decision**

The Panel, in Executive Session, motion made, seconded and carried the Company's point of order is upheld. The case is improper before this Committee.

**Company Position**

N/A

**Union Position**

Grievant seeks clarification, interpretation of several issues.



**ERJAC Case Number** MS-53-07

**Year Heard** 2007

**Committee** Maintenance of Standards

**Local Union** 375                      **and Company** New Penn Motor Express

**Grievant** Michael Wach on behalf of Employees

**Article** 6, Past Practice                      **JAC Case Number**

**Regarding**

On behalf of all employees, Union alleges violation of Article 6 and Past Practice on January 15, 2007. Union claims the Company changed past practice and did not notify the Local Union.

**Decision Date** 1/23/2008

**Decision**

The Panel, in Executive Session, motion made, seconded and carried the claim of the Union is denied.

**Company Position**

N/A

**Union Position**

The Company implemented a new policy of no food on the dock while non-union employees are allowed to have food and drink on the dock.

**ERJAC Case Number** R-094-98

**Year Heard** 1998

**Committee** Committee B

**Local Union** 391                      **and Company** ABF Freight System

**Grievant** Larry Cochran

**Article** 61

**JAC Case Number** 390R98

**Regarding**

On behalf of Larry Cochran, Union alleges violation of Article 61, Union requests grievant be made whole for additional day of funeral leave.

**Decision Date** 10/26/1998

**Decision**

The panel, in executive session, motion made, seconded and carried that based on the facts presented in this instant case, the claim of the Union is upheld for one (1) days' funeral leave pay.

**Company Position**

The one (1) day not paid was a nonscheduled workday for the grievant.

**Union Position**

The above-named employee requested three (3) funeral leave days from company and the Line Haul Manager informed him on Wednesday, May 13, 1998, that he would only be paid for two (2) days.

**ERJAC Case Number** R-1-02

**Year Heard** 2002

**Committee** Committee A

**Local Union** 677 **and Company** A.P.A. Transport Corp.

**Grievant** Henry Farley, George Collier

**Article** 61

**JAC Case Number** 01-1142

**Regarding**

On behalf of Henry Farley and George Collier, Union alleges violation of Article 61 on September 25, 2001. Union seeks grievant Farley be made whole for seven (7) and one-half (1/2) hours pay and that grievant Collier be made whole for eight (8) hours pay claiming they were detained at the New York bridge through no fault of their own. Amended to four (4) hours.

**Decision Date** 1/21/2002

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that in this instant case, the claim of the Union is denied.

**Company Position**

Company claims road was not closed and therefore not impassable.

**Union Position**

Road drivers were delayed on an impassable road that was shut down for security checks of all vehicles.

**ERJAC Case Number** R-07-93

**Year Heard** 1993

**Committee** Committee A

**Local Union** 529 **and Company** Leaseway Personnel

**Grievant** Charles Parmenter

**Article** 61

**JAC Case Number** R-11-92

**Regarding**

On behalf of Charles Parmenter, Union alleges ongoing violation of Article 61, Section 5, that meal money should continue to be paid.

**Decision Date** 4/27/1993

**Decision**

The Panel, in executive session, motion made, seconded and carried, that based on the facts presented, the claim of the Union is denied

**Company Position**

Company maintained they operate a shuttle operation with hourly paid employees not an over-the-road operation with mileage paid employees. Therefore, there is no contractual basis for meal allowance payments.

**Union Position**

Union maintained that based on past practice, meal money should continue to be paid.

**ERJAC Case Number** C-43-93

**Year Heard** 1993

**Committee** Committee A

**Local Union** 375                      **and Company** Leaseway Personnel

**Grievant** Topp, Cardinal

**Article** 61

**JAC Case Number** C-24-92

**Regarding**

On behalf of employees Topp and Cardinal, Union alleges violation of Article 61, Section 5, claiming that meal money should continue to be paid based on past practice.

**Decision Date** 10/26/1993

**Decision**

The panel, in executive session, motion made, seconded and carried that based on the facts presented, the claim of the Union is denied.

**Company Position**

Company maintained they operate a shuttle operation with hourly paid employees, not an over-the-road operation with mileage paid employees. Therefore, there is no contractual basis for meal allowance payments.

**Union Position**

Union maintained that based on past practice, meal money should continue to be paid.

**ERJAC Case Number** R-024-98

**Year Heard** 1998

**Committee** Committee A

**Local Union** 449 **and Company** Consolidated Freightways

**Grievant** Mike Stamler, Dennis Scott

**Article** 62, 63, Rider 3 & 4

**JAC Case Number** R-12-98

**Regarding**

On behalf of Mike Stamler & Dennis Scott, Union alleges violation of Articles 62 & 63(2) and Rider #3 & #4 on February 24, 1997. Union requests grievant's be made whole for time and one-half.

**Decision Date** 4/20/1998

**Decision**

The panel, in executive session, motion made, seconded and carried that based on the facts and evidence presented, the claim of the Union is denied.

**Company Position**

Company maintained that there was no violation of the contract or rider and that the team was properly paid.

**Union Position**

Union maintained that Company used this team as a shuttle and should have paid them by the hour.

**ERJAC Case Number** R-004-96

**Year Heard** 1996

**Committee** Committee B

**Local Union** 171                      **and Company** USF Red Star Express

**Grievant** James L. Akers

**Article** 62, 67

**JAC Case Number** 30-R-95

**Regarding**

On behalf of James L. Akers, Union alleges violation of Articles 62, 67, Union claiming pay difference in trips on 3/20/95.

**Decision Date** 4/22/1996

**Decision**

The panel, in executive session, motion made, seconded and carried that based on the facts in this instant case, there is no violation of the contract.

**Company Position**

Company's position is that it has the right to select what load moves at anytime.

**Union Position**

Requesting seniority pay difference in Jackson and Carlisle trips.

**ERJAC Case Number** R-047-97

**Year Heard** 1997

**Committee** Committee B

**Local Union** 29                      **and Company** Yellow Transportation

**Grievant** Elvon Carter

**Article** 62, 67

**JAC Case Number** 32-R-96

**Regarding**

On behalf of Elvon Carter, Union alleges violation of Articles 62(5) and 67(4) on January 25, 1996, Union requests grievant be made whole for proper compensation.

**Decision Date** 1/28/1997

**Decision**

The panel, in executive session, could not reach an agreement; therefore, this case is referred to the Arbitrator.

1/29/97 - Arbitrator's Decision: The claim of the Union is denied on the grounds that what happened here was due to a snowstorm and was not a broken dispatch for the bid drivers and was not a change enroute for the extra driver.

**Company Position**

Upon the drivers' arrival the road conditions would not allow their return to RAN so they were put to bed under Article 67, Section 4, Virginia Freight Council Supplemental Agreement, impassable highways.

**Union Position**

It was not snowing in Charlotte at the time the drivers were put to bed and there was not even any concrete proof that the road was actually closed.



**ERJAC Case Number** R-021-95

**Year Heard** 1995

**Committee** Committee B

**Local Union** 171                      **and Company** ABF Freight System

**Grievant** Kerry Lotts

**Article** 62, 67

**JAC Case Number**

**Regarding**

On behalf of Kerry Lotts, Union alleges violation of Articles 62, 67, claiming grievant runaround by junior driver on 11/5/94; requesting Company cease and desist practice.

**Decision Date** 7/25/1995

**Decision**

The Panel, in executive session, motion made, seconded and carried that in this case, the claim of the Union is denied.

**Company Position**

The pre-dispatch is the method of dispatch we have used at Wytheville, VA since the terminal was opened. Until we are advised to dispatch otherwise at Wytheville, VA we will continue to pre-dispatch loads. This is no different than breakbulks calling loads that are not closed off the dock at time of work call. That is done frequently to make service cuts.

**Union Position**

It was agreed during the Virginia State Supplemental Negotiations that trips would be dispatched only on the hour; not on the one-half hour or one-fourth hour.

**ERJAC Case Number** R-023-95

**Year Heard** 1995

**Committee** Committee B

**Local Union** 171                      **and Company** ABF Freight System

**Grievant** John Davis

**Article** 62, 67

**JAC Case Number**

**Regarding**

On behalf of John Davis, Union alleges violation of Articles 62, 67, claiming grievant improperly dispatched on 11/30/94; requesting Company cease and desist practice.

**Decision Date** 7/25/1995

**Decision**

The Panel, in executive session, motion made, seconded and carried that the claim of the Union is denied.

**Company Position**

The pre-dispatch is the method of dispatch we have used at Wytheville since the terminal opened.

**Union Position**

The Company is denying seniority bid drivers their rights by using a pre-dispatch method.

**ERJAC Case Number** R-003-96

**Year Heard** 1996

**Committee** Committee B

**Local Union** 171 **and Company** USF Red Star Express

**Grievant** John W. Smith, Sr.

**Article** 62, 67, 69

**JAC Case Number** 43-R-95

**Regarding**

On behalf of John W. Smith, Sr., Union alleges violation of Articles 62, 67, 69, Union claiming difference in trips, illegal dispatch and violation of seniority.

**Decision Date** 4/22/1996

**Decision**

The panel, in executive session, motion made, seconded and carried that based on the facts in this instant case, there is no violation of the contract.

**Company Position**

The grievant was told that the board was exhausted and that hew as being pulled off his plug. He was the only driver called in his call block so how or what he feels he is due a difference of trips on, how it was an illegal dispatch, or a violation of his seniority, the Company has no idea.

**Union Position**

Seniority violation.

**ERJAC Case Number** R-042-97

**Year Heard** 1997

**Committee** Committee B

**Local Union** 171                      **and Company** ABF Freight System

**Grievant** Terry Wooten

**Article** 62, 67, 69

**JAC Case Number** 34-R-96

**Regarding**

On behalf of Terry Wooten, Union alleges violation of Articles 62, 67 & 69 on January 11, 1996, Union requests grievant be made whole for eight (8) hour minimum and eight (8) hours bed time.

**Decision Date** 4/22/1997

**Decision**

The panel, in executive session, motion made, seconded and carried that based on the testimony regarding the Arbitrators decision in case R-47-97, the claim of the Union is denied.

**Company Position**

The grievant was given a dispatch from Nashville to Clarksville; to Nashville to Wytheville and his dispatch was broken due to impassable highways and he has been paid correctly under the contract.

**Union Position**

The driver, through no fault of his own, had his dispatch broken.

**ERJAC Case Number** R-08-99

**Year Heard** 1999

**Committee** Committee B

**Local Union** 171 **and Company** ABF Freight System

**Grievant** Robert Martin

**Article** 65

**JAC Case Number** 113-R-98

**Regarding**

On behalf of Robert Martin, Union alleges violation of Article 65. Seeking grievant be made whole for four (4) hours holiday pay (\$73.60).

**Decision Date** 1/26/1999

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that based on the facts presented in this case the claim of the Union is upheld.

### **Company Position**

It is the responsibility of the employee to inform the company of his birthday. The employee booked off sick (8/1 at 1340 hours) and then placed himself in a situation that he was certain he would work on his birthday (8/4) without notifying the company. He did not notify the company that 8/4 was his birthday prior to his dispatch nor when he booked back on at 2326 hours on 8/3; had he told the company at either time, he would have been advised to take his day off.

### **Union Position**

The grievant is a full-time employee. He was off the day before and marked back up shortly before midnight. On 8/4, his birthday, he worked as well as the day after. The Local feels the grievant should be paid his \$73.60 because he complied with the contract.

**ERJAC Case Number** R-019-95

**Year Heard** 1995

**Committee** Committee B

**Local Union** 171                      **and Company** ABF Freight System

**Grievant** Susan Barth

**Article** 67, 69

**JAC Case Number**

**Regarding**

On behalf of Susan Barth, Union alleges violation of Articles 67, 69, grievant not properly paid for 9/25/94 trip; requesting proper pay for grievant.

**Decision Date** 4/25/1995

**Decision**

The Panel, in executive session, motion made, seconded and carried that the claim of the Union is denied.

**Company Position**

The via was marked on her manifest.

**Union Position**

Upon arrival at Wytheville grievant was informed that she was supposed to have gone via Camp Hill, drop one (1) pup and pickup another. The Carlisle dispatcher did not inform her of this nor was the manifest clearly marked.

**ERJAC Case Number** C-070-97

**Year Heard** 1997

**Committee** Committee A

**Local Union** 375 **and Company** Consolidated Freightways

**Grievant** M. Mueller, T. Hodge and R. Gregory

**Article** 69 **JAC Case Number** C-18-97

**Regarding**

On behalf of M. Mueller, T. Hodge and R. Gregory, Union alleges violation of Article 69(1) on November 29, 1996, Union claiming grievant's be made whole for double time rate on a holiday.

**Decision Date** 7/22/1997

**Decision**

The panel, in executive session, motion made, seconded and carried that the claim of the Union is upheld.

**Company Position**

Company maintained that Article 69, Section 1 does not apply to breakbulk terminals. Additionally, the Company stated that the grievants were properly paid as in the past.

**Union Position**

Union maintained grievants should have been paid double time plus holiday instead of time and one-half plus holiday for work over eight (8) hours on a holiday.

**ERJAC Case Number** C-072-98

**Year Heard** 1999

**Committee** Committee A

**Local Union** 294                      **and Company** USF Red Star Express

**Grievant** Mark Newman

**Article** 69

**JAC Case Number** C-35-98

**Regarding**

On behalf of Mark Newman, Union alleges violation of Article 69(1) on December 24 & 25, 1997, Union requests grievant be made whole for two (2) holidays.

**Decision Date** 1/26/1999

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that based on the facts presented in this case, the claim of the Union is denied.

**Company Position**

Company maintained that even though the grievant reported to work and punched in he did not perform any work and has not provided proof of illness for that morning.

**Union Position**

Union maintained that the grievant reported to work, punched in but went home sick, and that he should be made whole for the two (2) holidays.



**ERJAC Case Number** C-154-95

**Year Heard** 1995

**Committee** Committee A

**Local Union** 707                      **and Company** Yellow Transportation

**Grievant** Robert Evans

**Article** 69

**JAC Case Number**

**Regarding**

On behalf of Robert Evans, Union alleges violation of Article 69 (21), deadlocked on Company point of order; requesting grievant be paid \$57.80 owed from previous decision.

**Decision Date** 7/24/1995

**Decision**

The Panel, in executive session, motion made, seconded and carried that in this instant case, the claim of the Union is upheld.

**Company Position**

No violation of Article 69.

**Union Position**

The Union requests that the grievant be made whole monies owed from a previous decision.

**ERJAC Case Number** C-3-06

**Year Heard** 2006

**Committee** Committee A

**Local Union** 249 **and Company** DHL Express

**Grievant** Ed Dinino, All Affected

**Article** 7 **JAC Case Number**

**Regarding**

On behalf of Ed Dinino, Union alleges violation of Article 7 (5) on October 3, 2005. Union seeks affected be made whole payment of eight (8) hours each at contract rate for each day of delayed payment claiming company failed to pay monetary settlements.

**Decision Date** 1/18/2006

**Decision**

The Panel, in Executive Session, motion made, seconded and carried, heard the facts of the case and upheld the claim of the Union for penalty pay from October 19, 2005, forward.

**Company Position**

N/A

**Union Position**

Employer failed to make monetary settlements to each affected grievant within twenty-one (21) day period (Case MRC-7-04-E9) decision effective date 9/9/2003. Payment of eight (8) hours at contract rate for each day of delayed payment to each affected grievant.

**ERJAC Case Number** C-14-07

**Year Heard** 2007

**Committee** Committee A

**Local Union** 375 **and Company** New Penn Motor Express

**Grievant** Local 375 on behalf of Employees

**Article** 7 **JAC Case Number**

**Regarding**

On behalf of employees, Union alleges violation of Article 7 (2) on January 17 and 18, 2007 and March 3, 2007. Union seeks a cease and desist of practice claiming Company is not complying with requests for information.

**Decision Date** 1/23/2008

**Decision**

The Panel, in Executive Session, motion made, seconded and carried the claim of the Union is denied based on the facts in this instant case.

**Company Position**

N/A

**Union Position**

Made request for information and the Company did not comply.

**ERJAC Case Number** C-19-09

**Year Heard** 2009

**Committee** Committee B

**Local Union** 776 **and Company** YRC, Inc.

**Grievant** Austin O'Brien, Jr.

**Article** 7

**JAC Case Number**

**Regarding**

On behalf of Austin O'Brien, Jr., Union alleges violation of Article 7 (5). Union seeks eleven (11) days penalty pay.

**Decision Date** 4/22/2009

**Decision**

The Panel, in Executive Session, motion made, seconded and carried based on the facts presented in this instant case, the claim of the Union is denied.

**Company Position**

N/A

**Union Position**

N/A

**ERJAC Case Number** R-10-09

**Year Heard** 2009

**Committee** Committee B

**Local Union** 391 **and Company** USF Holland Motor Express

**Grievant** Roy Stephen Adams

**Article** 7 **JAC Case Number**

**Regarding**

On behalf of Roy Stephen Adams, Union alleges violation of Article 7 on December 16, 2008. Union seeks grievant be made whole thirty (30) days penalty pay claiming case 382R08 was settled on December 16th and Company has not paid him timely.

**Decision Date** 7/21/2009

**Decision**

The Panel, in Executive Session, motion made, seconded and carried based on the facts presented and the testimony of the grievant, the claim of the Union is denied.

**Company Position**

N/A

**Union Position**

Grievant not paid timely in settlement of case 382R08.

**ERJAC Case Number** R-6-11

**Year Heard** 2011

**Committee** Committee B

**Local Union** 776 **and Company** ABF Freight System

**Grievant** Darryl Sprague

**Article** 7

**JAC Case Number**

**Regarding**

On behalf of Darryl Sprague, Union alleges violation of Article 7 (5). Union seeks eight (8) hours per day until payment is made in full.

**Decision Date** 7/20/2011

**Decision**

The Panel, in Executive Session, motion made, seconded and carried in this instant case, the claim of the Union is upheld for eight (8) hours pay.

**Company Position**

N/A

**Union Position**

Union seeks eight (8) hours per day until payment is made in full.

**ERJAC Case Number** C-33-06

**Year Heard** 2006

**Committee** Committee A

**Local Union** 175                      **and Company** Yellow Transportation

**Grievant** Richard Fowler

**Article** 70

**JAC Case Number**

**Regarding**

On behalf of Richard Fowler, Union alleges violation of Article 70 (2, 6) on December 22, 2005. Union seeks grievant be made whole time and one-half for all hours over thirty-two (32) hours. NOTE: Pilot case for C-32-06.

**Decision Date** 10/17/2006

**Decision**

The Panel, in Executive Session, motion made, seconded and carried the case is referred to the Negotiating Committee.

**Company Position**

The Company cited paragraph R that this applies to a four (4) day; ten (10) hour day weekend.

**Union Position**

Union claims the grievant worked thirty-two (32) hours from 12/18, 12/19, 12/20 and 12/21. When he worked on 12/22, this was his fifth (5th) day and the hours worked on 12/22 were in excess of thirty-two (32).

**ERJAC Case Number** C-32-06

**Year Heard** 2006

**Committee** Committee A

**Local Union** 175                      **and Company** Yellow Transportation

**Grievant** Richard Fowler

**Article** 70

**JAC Case Number**

**Regarding**

On behalf of Richard Fowler, Union alleges violation of Article 70 (2, 6) on November 23, 2005. Union claims grievant was forced to work four (4) days on a week which had two (2) days; holiday pay involved and did not receive time and half pay.

**Decision Date** 10/17/2006

**Decision**

Governed by Pilot case C-33-06.

**Company Position**

Company is in compliance with Article 70. Holidays were not in the grievant's scheduled workweek.

**Union Position**

The Union argued that the reference to the Article 70, Section 2, pg. 194 of the Supplement is to eight (8) or ten (10) hours to reduce the workweek.



**ERJAC Case Number** C-17-11

**Year Heard** 2011

**Committee** Committee A

**Local Union** 375                      **and Company** ABF Freight System

**Grievant** Donald L. Duchene, Jr.

**Article** 71

**JAC Case Number** C-001-11

**Regarding**

On behalf of Donald L. Duchene, Jr., Union alleges violation of Article 71 (2, 3) January 10, 2011. Union seeks grievant be made whole full rate for days worked in Olean of 8/6/2010, 10/12/2010, 10/13/2010, 12/30/2010. 2/22/2011 - NYS JAC - The Panel in Executive Session could not reach agreement on the Company's point of order. The point of order is deadlocked.

**Decision Date** 10/26/2011

**Decision**

The Panel, in Executive Session, motion made, seconded and carried the Company's point of order is upheld. The case is improper before this Committee.

**Company Position**

The Company raised a point of order: No date; Local does not have jurisdiction; filed untimely; casuals do not have access. Also, did not receive all information according to Article 7 request.

**Union Position**

The Union responded: a grievance was filed when the grievant became aware that he was not being paid.

**Committee** Committee A

**Local Union** 375                      **and Company** Roadway Express

**Grievant** R. Hall and Undersigned Red Circled

**Article** 73                                      **JAC Case Number** C-038-99

**Regarding**

On behalf of R. Hall & Undersigned Red Circled Yardmen, Union alleges violation of Article 73(1) on April 26, 1999. Union seeks grievants be given the right to return to the city seniority list with full seniority. 7/27/99 - The Panel, in Executive Session, motion made, seconded and carried that this case is referred back to the parties. Committee A holds jurisdiction. 10/13/99 - Union advised parties unable to resolve. 10/26/1999 - ERJAC - The Panel, in Executive Session, motion made, and seconded that the parties cannot agree; therefore, this case is deadlocked.

**Decision Date** 1/20/2000

**Decision**

The Eastern Region Joint Area Review Committee based upon a review of the transcripts and evidence and the decision of case N-11-98-E6, the claim of the Union is denied.

**Company Position**

Article 73 reads in part: Those employees who currently maintain a different seniority application as of March 31, 1994, a one (1) time master bid shall be held. Thereafter, there shall be no requirement by the company or the union to permit transfers. It is understood that bid yard employees by name, based on the number of current yard bids, shall be red-circled as of April 1, 1994. Those red-circled will be successful bidders on the one-time master bid.

**Union Position**

Union seeks grievants be given the right to return to the city seniority list with full seniority. Red-Circled Yardmen have always bid ahead of combination men for yard bids, bridge, rail or compound work.

**ERJAC Case Number** R-47-00

**Year Heard** 2000

**Committee** Committee A

**Local Union** 560                      **and Company** USF/Red Star

**Grievant** Dennis Capriglione

**Article** 74                                      **JAC Case Number** 1410

**Regarding**

On behalf of Dennis Capriglione, Union alleges violation of Article 74(1). Union seeks grievant be made whole 115 minutes for time lost as result of certificate violations (DOT).

**Decision Date** 7/25/2000

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that based on the facts and evidence presented in this instant case, the claim of the Union is denied.

**Company Position**

Based on Article 74(1) there is no contractual violation that occurred. The unit was not grounded or put out of service. The unit went through a normal DOT check and then proceeded on without incident. No repairs were made at the inspection point. There were no citations or fines issued.

**Union Position**

Grievant spent 115 minutes at a DOT check point, according to Article 74(1), this time spent is to be paid for.

**ERJAC Case Number** R-26-94

**Year Heard** 1994

**Committee** Committee A

**Local Union** 701                      **and Company** St. Johnsbury Trucking Co.

**Grievant** Charles Mongo

**Article** 77

**JAC Case Number** 622

**Regarding**

On behalf of Charles Mongo, Union alleges violation of Article 77, claiming Company make grievant whole for all drops and hooks when running a mini.

**Decision Date** 6/2/1994

**Decision**

The Panel, in executive session, motion made, seconded and carried that based on the facts of the Employer's concession to the Union's claim, the claim of the Union is upheld.

**Company Position**

No violation.

**Union Position**

Company needs to make grievant whole for all drops and hooks when running a mini.

**ERJAC Case Number** CO-1-05

**Year Heard** 2005

**Committee** Committee A Changes of Operations

**Local Union** 470, 560      **and Company** ABF Freight System

**Grievant**

**Article** 8

**JAC Case Number**

**Regarding**

Company requests approval for Change of Operations involving Teamster Local Unions 470 and 560.

**Decision Date** 1/18/2005

**Decision**

The Panel, in Executive Session, motion made, seconded and carried the Change is approved as submitted. Redomiciled employees shall be dovetailed in accordance with Article 8, Section 6 of the NMFA. Moving expenses and lodging, if applicable, shall be paid in accordance with the NMFA. Pension and health and welfare shall remain in the current funds. An employee redomiciling to an Eastern Region area domicile point that maintains a single seniority board (i.e. combination road and local) shall remain in that job classification with which he redomiciled for a period of one year, unless the annual job bid at that domicile point takes place at least nine months after domicile.

**Company Position**

Company proposes closing of Monmouth, NJ terminal facility and transferring that work to existing Avenel and Vincetown, NJ terminal facilities.

**Union Position**

Local 470 - No objection.

Local 560 - No objection.

**ERJAC Case Number** CO-3-05

**Year Heard** 2005

**Committee** Committee A Changes of Operations

**Local Union** 294, 597      **and Company** ABF Freight System

**Grievant**

**Article** 8

**JAC Case Number**

**Regarding**

Company requests approval for Change of Operations involving Teamster Local Unions 294 and 597. 4/26/05 - ERJAC - The Panel, in Executive Session, could not reach agreement. The case is deadlocked.

**Decision Date** 6/15/2005

**Decision**

The Eastern Region Joint Area Review Committee based upon a review of the transcripts and evidence ruled as a result of Local 294 withdrawing their opposition, the change is approved as submitted.

**Company Position**

Company requesting change of operations in accordance with Article 8, Section 6; transferring specific zip codes.

**Union Position**

Although Local 294 can recognize the problem at this slow time of year, we believe the language of our contract protects our jurisdiction over this work.

**ERJAC Case Number** CO-7-05

**Year Heard** 2005

**Committee** Committee A Changes of Operations

**Local Union** 470, 776      **and Company** ABF Freight System

**Grievant**

**Article** 8

**JAC Case Number**

**Regarding**

Company requests approval for Change of Operations involving Teamster Local Unions 470 and 776

**Decision Date** 10/18/2005

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that the Change of Operations is approved as submitted and clarified on the record. Redomiciled employees shall be dovetailed in accordance with Article 8, Section 6 of the NMFA.

**Company Position**

The Company is closing the road domicile in Philadelphia, PA; the road board will be offered to work in Carlisle, PA.

**Union Position**

See attached briefs.

**ERJAC Case Number** CO-4-05

**Year Heard** 2005

**Committee** Committee A Changes of Operations

**Local Union** 107, 773, **and Company** USF Holland Motor Express

**Grievant**

**Article** 8

**JAC Case Number**

**Regarding**

Company requests approval for Change of Operations involving Teamster Local Unions 107, 773 and 776.

**Decision Date** 4/26/2005

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that the Change of Operations is approved as submitted and clarified on the record. Redomiciled employees shall be dovetailed in accordance with Article 8, Section 6 of the NMFA with an implementation date of May 16, 2005.

**Company Position**

This change of operations involves transferring named points from our Philadelphia terminal to Holland terminals located in Allentown and Harrisburg.

**Union Position**

Please see attached briefs.



**ERJAC Case Number** CO-8-05

**Year Heard** 2005

**Committee** Committee A Changes of Operations

**Local Union** 597, 671, **and Company** ABF Freight System

**Grievant**

**Article** 8

**JAC Case Number**

**Regarding**

Company requests approval for Change of Operations involving Teamster Local Unions 597, 671 and 776.

**Decision Date** 10/18/2005

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that the Change of Operations is approved as submitted and clarified on the record. Redomiciled employees shall be dovetailed in accordance with Article 8, Section 6 of the NMFA.

**Company Position**

N/A

**Union Position**

See attached briefs.

**ERJAC Case Number** C-61-05

**Year Heard** 2005

**Committee** Committee A

**Local Union** 493                      **and Company** Roadway Express

**Grievant** Mike Erick, Bob Siembida, Et Al

**Article** 8                                      **JAC Case Number**

**Regarding**

On behalf of Mike Erick, Bob Siembida, Et Al, Union alleges violation of Article 8 (6) on May 2, 2005. Union claims all liability and affected members be made whole claiming violation of change of operations CO-13-93. 10/18/2005 - ERJAC - The Panel, in Executive Session, could not reach agreement. The case is deadlocked.

**Decision Date** 12/15/2005

**Decision**

The Eastern Region Joint Area Review Committee based upon a review of the transcripts and evidence ruled based on the facts presented the claim of the Union is upheld in total for \$600.00.

**Company Position**

The Company did not violate the change of operations as proposed and approved.

**Union Position**

Company in violation of Article 8, Section 6, change of operations and all other articles that apply. Settlement desired. Return road work, claiming all liability and make all affected members whole.

**Committee** Subcontracting

**Local Union** 107                      **and Company** USF Holland Motor Express

**Grievant** Class Action

**Article** 8, 32                                      **JAC Case Number**

**Regarding**

On behalf of all affected Union alleges violation of Articles 8 and 32 of Expansion Agreement on April 5, 2005 and ongoing. Union seeks unpaid wages and overtime, cease and desist of implementation of change of operations.

**Decision Date** 4/27/2005

**Decision**

The Panel, in Executive Session, motion made, seconded and carried the desist of implementation claim is denied. The claim of Article 32 is upheld and is referred to Uniatowski and Schaeffer to determine the monetary claim from April 5, 2005 and ongoing.

Sub-Committee report of Uniatowski and Schaeffer: The Sub-Committee, after investigating payroll records of the Company, has found an insignificant difference in the amount of hours being used between the time the change was implemented and the actual approval date of the change. Therefore, there is no monetary award. However, the Sub-Committee recommends filing before the appropriate Committee(s) all

**Company Position**

The Company is making every attempt to hire more Teamster drivers. Until this demand is met the Company has no alternative but to subcontract work.

**Union Position**

Union seeks unpaid wages and overtime, cease and desist of implementation of change of operations.

**ERJAC Case Number** SC-8-06

**Year Heard** 2006

**Committee** Subcontracting

**Local Union** 294 **and Company** USF Holland Motor Express

**Grievant** Jim DeRusso, Mark LaCrosse

**Article** 8, 32 **JAC Case Number**

**Regarding**

On behalf of Jim DeRusso and Mark LaCrosse, Union alleges violation of Articles 8 and 32 on February 15, 2006. Union seeks grievants be made whole eight (8) hours pay, health, welfare and pension contributions claiming Company gave two (2) loads of miscellaneous freight to Land Air Express.

**Decision Date** 4/25/2006

**Decision**

NOTE: Governed by Pilot case number SC-7-06.

**Company Position**

N/A

**Union Position**

On February 15, 2006 USF Holland gave two (2) loads of miscellaneous freight to Land Air Express. Union grieving for eight (8) hours pay, health, welfare and pension contributions for grievants.

**ERJAC Case Number** R-077-99

**Year Heard** 1999

**Committee** Committee A

**Local Union** 560                      **and Company** USF/Red Star

**Grievant** William Stark

**Article** 80

**JAC Case Number** 1276

**Regarding**

On behalf of William Stark, Union alleges violation of Article 80 on April 21 and 22, 1999. Union seeks grievant be made whole 118 miles at the prevailing rate. 1/25/2000 - The Panel, in Executive Session, motion made, seconded and carried that this case is referred back to a Sub-Committee (Chuck Piscitello, Lamar Beinhower, Dan Virtue, Nick Picarello) to investigate the facts. Committee A holds jurisdiction.

**Decision Date** 4/18/2000

**Decision**

The Panel in Executive Session accepted the recommendation of the Sub-Committee, therefore; the claim of the Union is upheld.

**Company Position**

The Company did not offer the trip in question because it did not exist at time of call block. The junior man was extended, when at 2:15 a.m. the Company developed another load that did not exist at time of call. In order to make service, the junior man was extended.

**Union Position**

The Company gave a longer trip to a junior man that was not offered to the senior man.

**ERJAC Case Number** C-93-00

**Year Heard** 2000

**Committee** Committee B

**Local Union** 557                      **and Company** USF/Red Star

**Grievant** Robert Burgess, and others

**Article** Addendum to MDDC                      **JAC Case Number** 53M00

**Regarding**

On behalf of Robert Burgess, and others, Union alleges violation of Addendum to MDDC Supplement, on January 3, 2000. Union seeks grievant be made whole \$37.60 per day since the hire date for improper pay.

**Decision Date** 4/18/2000

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that based on the facts presented in this case, the claim of the Union is denied.

**Company Position**

The Addendum is a part of the NMFA and the Supplement, and sets forth specific provisions which are different from the Supplement, including wages. All other provisions of the Supplement apply to the mechanics including the new hire progression rates. The employee the local union cites was hired under an old white paper agreement which was not an Addendum to the NMFA and Supplement. These grievants are the first new hires since the addendum has been in effect. The grievant have been properly paid the

**Union Position**

The mechanics at the Baltimore, MD terminal are covered by a Addendum to the MDDC Supplemental Agreement. The addendum sets forth wages which are different from those in the Supplement and does not provides a new hire progression rate. The progression in the Supplement does not apply to the Addendum. All mechanics are covered by the rates set forth in the Addendum only. Another employee hired in 1994 was paid the full rate when hired. The mechanics have never had a progression rate and do not now. The

**Committee** Committee A

**Local Union** 701                      **and Company** Vallerie Transportation

**Grievant** All Affected Employees

**Article** Appendix A

**JAC Case Number**

**Regarding**

On behalf of all affected employees, Union alleges violation of Appendix A, NMFA, WR Job Security Plan and Tentative Agreement, claiming Company refusing to pay proper rate; requesting all lost wages. 7/25/95 - The Panel, in executive session, motion made, seconded and carried that this case is referred to the National Grievance Committee. 11/1/95 - NGC - Please be advised that at the National Grievance Committee on November 1, 1995, a motion was made that the claim of the Union be upheld. Motion deadlocked.

**Decision Date** 1/30/1996

**Decision**

NGC ARBITRATOR DECISION: Background: As part of a plan to respond to Employer's adverse financial and competitive position, in March, 1995, the parties agreed to a 13.5% wage reduction/job security plan. Dated: February 9, 1996 s/William P. Hobgood.

**First Issue:** The Union contends that "New England Supplemental Rate" refers to the rates listed in Article 54. Award First Issue: Grievance denied.

**Second Issue:** There were several employees hired before the new contract was executed who received reductions in pay through retroactive application of the wage reduction formula. Employees on the payroll

**Company Position**

No language in any document contradicts the language in Article 36 and the fact that the Company and Union agreed to the terms of the NMFA and the Article 36 provision establishing the base rate for the calculation for new hire rates of the April 6, 1994 rate applies.

**Union Position**

The Company is in violation of Appendix A of the NMFA and the signed Tentative Agreement dated March 23, 1995, by refusing to pay the proper rate in accordance with the Agreements. Local 701 is requesting all lost wages retroactive to April 1, 1995 for all affected employees. This is a continuing liability.

**ERJAC Case Number** C-23-07

**Year Heard** 2007

**Committee** Committee B

**Local Union** 107 **and Company** USF Holland Motor Express

**Grievant** James Pickering

**Article** Holland Expansion Agreement **JAC Case Number**

**Regarding**

On behalf James Pinkering, of Union alleges violation of the Holland Expansion Agreement, ongoing. Union seeks grievant be made whole all lost wages and benefits claiming Company has refused to recognize grievant's seniority.

**Decision Date** 5/8/2007

**Decision**

The Panel, in Executive Session, could not reach agreement. The case is deadlocked.

**Company Position**

N/A

**Union Position**

Holland continues to refuse to recognize grievant's seniority.



**ERJAC Case Number** C-48-92

**Year Heard** 1991

**Committee** Committee A

**Local Union** 707                      **and Company** C.B.L. Trucking

**Grievant** All Members

**Article** Interpretation                      **JAC Case Number**

**Regarding**

On behalf of all members, Union is requesting interpretation regarding vacation earned in Case CO-13-91.

**Decision Date** 7/28/1991

**Decision**

The panel, in executive session, motion made, seconded and carried that the Supplement the grievants are presently working under at time of taking vacation shall apply and vacation pay is to be adjusted accordingly.

**Company Position**

The Company contends that its computation is correct and requests that the committee so advise the Local Union.

**Union Position**

This Local Union and the members seek the vacation days that they are losing under the system that CBL pro-rated the vacations. This Local Union will give an example of how we interpreted the language the vacations using Brother Johannes.

**ERJAC Case Number** R-038-94

**Year Heard** 1995

**Committee** Committee A

**Local Union** 261 **and Company** Yourga Trucking

**Grievant**

**Article** Interpretation **JAC Case Number**

**Regarding**

Request for interpretation of decision in R-038-94 (heard 10/94).

**Decision Date** 1/24/1995

**Decision**

The Panel, in executive session, motion made, seconded and carried that the request for interpretation of the decision in Case R-38-94 heard in October, 1994 is a moot point since the parties agreed on the record that the case has been resolved.

**Company Position**

On an import to the port of Philadelphia and Yourga drivers move the freight from Philadelphia to Pittsburgh, PA is an interstate shipment, not an intrastate as the Union claims. The men in question are being paid properly on the interstate rate.

**Union Position**

The Company is claiming that any foreign imported steel delivered to the docks in Philadelphia is part of interstate freight instead of intrastate freight and thus has changed the calculation of compensation for the drivers imposing a loss of earnings to these drivers.

**ERJAC Case Number** R-001-96

**Year Heard** 1996

**Committee** Committee A

**Local Union** 261 **and Company** Yourga Trucking

**Grievant** Kevin Stuart

**Article** IV **JAC Case Number** 3673

**Regarding**

On behalf of Kevin Stuart, Union alleges violation of Section IV layover pay on 1/24/95.

**Decision Date** 10/23/1996

**Decision**

The panel, in executive session, motion made, seconded and carried that the claim of the Union be denied.

**Company Position**

Had the grievant followed the instruction of dispatch, delivered at 10:15 PM as scheduled, this situation would have never occurred. This dispatch is not applicable to the layover provision section of the contract.

**Union Position**

On one or more occasion per driver, the company chooses to continually violate the collective bargaining agreement, specifically Section IV, Layovers.

**ERJAC Case Number** R-164-96

**Year Heard** 1996

**Committee** Committee A

**Local Union** 449                      **and Company** Consolidated Freightways

**Grievant** Dan Ayler, et al

**Article** Rider Section 6                      **JAC Case Number**

**Regarding**

On behalf of Dan Ayler, et al, Union alleges violation of MR-CO-28-8/95 and Rider Section 6, Union requests Company provide all linen per the Rider.

**Decision Date** 10/22/1996

**Decision**

The panel, in executive session, motion made, seconded and carried that the Company is instructed to reimburse the involved drivers for the cleaning of their blankets, retroactive to August 15, 1996, verified by a receipt.

**Company Position**

The Company had difficulty finding a vendor that would supply the blankets and also maintain them. We finally did so and the service began on October 10th. The grievance before you today was received on September 26th.

**Union Position**

Rider is specific. It calls for linen to be supplied by CF and maintained by CF. Requesting they be instructed to do so and to reimburse any valid receipt where driver paid for own linen and paid to have cleaned.

**ERJAC Case Number** C-143-99

**Year Heard** 1999

**Committee** Committee A

**Local Union** 707 **and Company** C.B.L. Trucking

**Grievant** All Members

**Article** Schedule B

**JAC Case Number**

**Regarding**

On behalf of All Members covered by this agreement, Union alleges violation of Schedule B. Union claiming Company refusing to make health and welfare payments for vacation monies paid out.

**Decision Date** 10/25/1999

**Decision**

The Panel, in Executive Session, motion made, seconded and carried that based on the facts presented, the claim of the Union is upheld.

**Company Position**

Contrary to the Local's position, Schedule B of the Supplement does not require making contributions on unused vacation time paid to former employees.

**Union Position**

Company refuses to make Health and Welfare payments on vacation monies paid out to employees after the Company ceased operations. Schedule B of the Agreement require contributions on vacation paid, seeking approximately \$48,000.00

**Committee** Committee A

**Local Union** 397                      **and Company** USF Holland Motor Express

**Grievant** Benedicto Santos

**Article** USF Holland Letter of                      **JAC Case Number**  
**Regarding**

On behalf of Benedicto Santos, Union alleges violation of the USF Holland Letter of Agreement ongoing . Union seeks grievant be made whole claiming he received notice of work opportunity letter from USF Holland on August 18, 2005 and company still has not hired. 4/26/2006 - ERJAC - The Panel, in Executive Session, could not reach agreement. The case is deadlocked. 5/25/2006 - ER Review - The Eastern Region Joint Area Review Committee based upon a review of the transcripts and evidence ruled the case is deadlocked. 7/12/2006 - NGC - Please be advised that the National Grievance Committee adopted a motion that the claim of the Union be upheld. Motion deadlocked.

**Decision Date** 4/4/2007

**Decision**

Please be advised that the National Review Committee adopted a motion based on National Review Committee decisions N-1-05-E2; E3; E4 and E5 dated May 12, 2005 and after thorough and complete review of the subcommittee report, which consisted of the driving record and accident reports, the claim of the Union is denied.

**Company Position**

Mr. Santos had too many accidents while employed at USF Red Star.

**Union Position**

Former USF Red Star employee, Ben Santos, received notice of work opportunity letter from USF Holland dated August 18, 2005; as of this date company has still not hired.

**ERJAC Case Number** C-304-95

**Year Heard** 1996

**Committee** Committee A

**Local Union** 560                      **and Company** ABF Freight System

**Grievant** All Affected Mechanics

**Article** VI (Mechanics)                      **JAC Case Number**

**Regarding**

On behalf of all affected mechanics at ABF/Newark location, Union alleges violation of Article VI (Mechanics Agreement), Newark mechanics laid off. 12/13/95 - Case referred back to parties to determine use of vendors. 7/96 - Per the Union please return to the October, 1996 docket.

**Decision Date** 10/21/1996

**Decision**

The panel, in executive session, motion made, seconded and carried that based on the facts and evidence presented, the claim of the Union is upheld for eight (8) hours straight time pay plus health, welfare and pension contributions to the senior laid-off employee who didn't work for the twenty-seven (27) days in question.

**Company Position**

The Company did produce records that showed thirteen (13) of these days vendors were used for a total of 14.35 hours, or just over one (1) hour per day on average.

**Union Position**

All affected mechanics laid off at the Newark ABF location. Company in violation of Mechanics Agreement and the decision of the Multi-Region Change of Operations case number MR-CO-38-91, provision number 1A and 13.