

6/18/10

TEAMSTERS UNITED PARCEL SERVICE
NATIONAL GRIEVANCE COMMITTEE

MINUTES

June 7 - 10, 2010
3:00 P.M.

HILTON PROVIDENCE
21 ATWELLS AVENUE
PROVIDENCE, RI 02903

The meeting was called to order by Chair Hall

The following cases were SETTLED AND/OR WITHDRAWN:

N-07-174: Local 70 v. UPS, Oakland, CA
N-07-176: Local 70 v. UPS, Oakland, CA
N-07-180: Local 767 v. UPS, Forest Hill, TX
N-07-230: Local 70 v. UPS, Oakland, CA
N-08-33: Local 162 v. UPS, Portland, OR
N-08-83: Local 177 v. UPS, Hillside, NJ
N-09-69: Local 177 v. UPS, Hillside, NJ
N-09-304: Local 315 v. UPS, Martinez, CA
N-09-336: Local 177 v. UPS, Hillside, NJ
N-10-14: UPS v. Local 177, Secaucus, NJ
N-10-21: Local 177 v. UPS, Hillside, NJ
N-10-63: Local 177 v. UPS, Hillside, NJ
N-10-64: Local 177 v. UPS, Hillside, NJ
N-10-65: Local 177 v. UPS, Hillside, NJ
N-10-66: Local 177 v. UPS, Hillside, NJ
N-10-67: Local 177 v. UPS, Hillside, NJ

N-10-68: Local 177 v. UPS, Hillside, NJ
N-10-69: Local 177 v. UPS, Hillside, NJ
N-10-70: Local 177 v. UPS, Hillside, NJ
N-10-71: Local 177 v. UPS, Hillside, NJ
N-10-72: Local 177 v. UPS, Hillside, NJ
N-10-73: Local 177 v. UPS, Hillside, NJ
N-10-74: Local 177 v. UPS, Hillside, NJ
N-10-75: Local 177 v. UPS, Hillside, NJ
N-10-76: Local 177 v. UPS, Hillside, NJ
N-10-77: Local 177 v. UPS, Hillside, NJ
N-10-78: Local 177 v. UPS, Hillside, NJ
N-10-79: Local 177 v. UPS, Hillside, NJ
N-10-82: Local 177 v. UPS, Hillside, NJ
N-10-83: Local 317 v. UPS, Syracuse, NY
N-10-84: Local 317 v. UPS, Syracuse, NY
N-10-86: Local 177 v. UPS, Hillside, NJ
N-10-102: Local 760 v. UPS, Yakima, WA
N-10-131: UPS v. Local 25, Norwood, MA
N-10-176: Local 177 v. UPS, Hillside, NJ
N-10-184: Local 992 v. UPS, Hagerstown, MD
N-10-193: Local 177 v. UPS, Hillside, NJ
N-10-200: Local 804 v. UPS, Long Island City, NY
N-10-217: Local 294 v. UPS, Albany, NY
N-10-223: Local 177 v. UPS, Hillside, NJ
N-10-226: Local 480 v. UPS, Nashville, TN
N-10-243: Local 177 v. UPS, Hillside, NJ

The following cases were WITHDRAWN WITH RIGHTS:

N-10-208: Local 63 v. UPS, Rialto, CA
N-10-233: Local 104 v. UPS, Phoenix, AZ

The following cases were POSTPONED:

N-08-79: Local 177 v. UPS, Hillside, NJ
N-09-42: Local 901 v. UPS, San Juan, PR
N-09-57: Local 70 v. UPS, Oakland, CA
N-09-82: Local 804 v. UPS, Long Island City, NY
N-09-153: Local 542 v. UPS, San Diego, CA
N-09-155: Local 693 v. UPS, Binghamton, NY
N-09-182: Local 177 v. UPS, Hillside, NJ
N-09-191: Local 177 v. UPS, Hillside, NJ
N-09-192: Local 177 v. UPS, Hillside, NJ
N-09-194: Local 177 v. UPS, Hillside, NJ
N-09-201: Local 177 v. UPS, Hillside, NJ
N-09-244: Local 177 v. UPS, Hillside, NJ
N-09-284: Local 804 v. UPS, Long Island City, NY
N-09-319: Local 61 v. UPS, Asheville, NC

N-09-322: Local 118 v. UPS, Rochester, NY
N-09-323: Local 901 v. UPS, San Juan, PR
N-09-348: Local 804 v. UPS, Long Island City, NY
N-09-362: Local 177 v. UPS, Hillside, NJ
N-09-386: Local 278 v. UPS, San Francisco, CA
N-10-12: Local 693 v. UPS, Binghamton, NY
N-10-28: Local 509 v. UPS, Cayce, SC
N-10-29: Local 509 v. UPS, Cayce, SC
N-10-88: Local 449 v. UPS, Buffalo, NY
N-10-89: Local 449 v. UPS, Buffalo, NY
N-10-103: Local 952 v. UPS, Orange, CA
N-10-109: Local 177 v. UPS, Hillside, NJ
N-10-111: Local 177 v. UPS, Hillside, NJ
N-10-120: Local 177 v. UPS, Hillside, NJ
N-10-121: Local 150 v. UPS, Sacramento, CA
N-10-127: Local 177 v. UPS, Hillside, NJ
N-10-130: Local 177 v. UPS, Hillside, NJ
N-10-136: Local 70 v. UPS, Oakland, CA
N-10-144: Local 63 v. UPS, Rialto, CA
N-10-168: Local 177 v. UPS, Hillside, NJ
N-10-171: Local 533 v. UPS, Reno, NV
N-10-177: Local 177 v. UPS, Hillside, NJ
N-10-183: Local 251 v. UPS, East Providence, RI
N-10-185: Local 61 v. UPS, Asheville, NC
N-10-186: Local 639 v. UPS, Washington, DC
N-10-187: Local 639 v. UPS, Washington, DC
N-10-188: Local 326 v. UPS, New Castle, DE
N-10-189: Local 901 v. UPS, San Juan, PR
N-10-190: Local 177 v. UPS, Hillside, NJ
N-10-191: Local 177 v. UPS, Hillside, NJ
N-10-192: Local 177 v. UPS, Hillside, NJ
N-10-194: Local 177 v. UPS, Hillside, NJ
N-10-195: Local 177 v. UPS, Hillside, NJ
N-10-197: Local 177 v. UPS, Hillside, NJ
N-10-198: Local 177 v. UPS, Hillside, NJ
N-10-199: Local 901 v. UPS, San Juan, PR
N-10-202: Local 70 v. UPS, Oakland, CA
N-10-203: Local 2 v. UPS, Missoula, MT
N-10-204: Local 2 v. UPS, Missoula, MT
N-10-206: Local 63 v. UPS, Rialto, CA
N-10-207: Local 63 v. UPS, Rialto, CA
N-10-209: Local 162 v. UPS, Portland, OR
N-10-210: Local 162 v. UPS, Portland, OR
N-10-211: Local 104 v. UPS, Phoenix, AZ
N-10-212: Local 104 v. UPS, Phoenix, AZ
N-10-213: Local 104 v. UPS, Phoenix, AZ

N-10-216: Local 162 v. UPS, Portland, OR
N-10-220: Local 177 v. UPS, Hillside, NJ
N-10-221: Local 177 v. UPS, Hillside, NJ
N-10-222: Local 177 v. UPS, Hillside, NJ
N-10-224: Local 177 v. UPS, Hillside, NJ
N-10-225: Local 177 v. UPS, Hillside, NJ
N-10-227: Local 959 v. UPS, Anchorage, AK
N-10-228: Local 30 v. UPS, Jeannette, PA
N-10-231: Local 63 v. UPS, Rialto, CA
N-10-232: Local 63 v. UPS, Rialto, CA
N-10-241: Local 177 v. UPS, Hillside, NJ
N-10-242: Local 177 v. UPS, Hillside, NJ
N-10-244: Local 804 v. UPS, Long Island City, NY
N-10-245: Local 804 v. UPS, Long Island City, NY
N-10-246: Local 804 v. UPS, Long Island City, NY
N-10-247: Local 804 v. UPS, Long Island City, NY
N-10-248: Local 804 v. UPS, Long Island City, NY
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N-10-250: Local 804 v. UPS, Long Island City, NY
N-10-251: Local 804 v. UPS, Long Island City, NY
N-10-252: Local 804 v. UPS, Long Island City, NY
N-10-253: Local 804 v. UPS, Long Island City, NY
N-10-254: Local 804 v. UPS, Long Island City, NY
N-10-255: Local 804 v. UPS, Long Island City, NY
N-10-256: Local 804 v. UPS, Long Island City, NY
N-10-257: Local 804 v. UPS, Long Island City, NY
N-10-258: Local 804 v. UPS, Long Island City, NY
N-10-259: Local 804 v. UPS, Long Island City, NY
N-10-260: Local 804 v. UPS, Long Island City, NY
N-10-264: Local 480 v. UPS, Nashville, TN

The following cases were put on COMMITTEE HOLD:

N-08-104: Local 70 v. UPS, Oakland, CA
N-09-17: Local 177 v. UPS, Hillside, NJ
N-09-37: Local 542 v. UPS, San Diego, CA
N-09-39: Local 533 v. UPS, Reno, NV
N-09-58: Local 638 v. UPS, Minneapolis, MN
N-09-59: Local 638 v. UPS, Minneapolis, MN
N-09-156: Local 355 v. UPS, Salisbury, MD
N-09-195: Local 992 v. UPS, Hagerstown, MD
N-09-213: Local 317 v. UPS, Syracuse, NY
N-09-217: Local 174 v. UPS, Tukwila, WA
N-09-218: Local 70 v. UPS, Oakland, CA
N-09-219: Local 150 v. UPS, Sacramento, CA
N-09-222: Local 63 v. UPS, Rialto, CA
N-09-223: Local 278 v. UPS, San Francisco, CA

N-09-229: Local 991 v. UPS, Mobile, AL
N-09-231: Local 769 v. UPS, North Miami, FL
N-09-258: Local 992 v. UPS, Hagerstown, MD
N-09-263: Local 70 v. UPS, Oakland, CA
N-09-286: Local 449 v. UPS, Buffalo, NY
N-09-297: Local 355 v. UPS, Baltimore, MD
N-09-313: Local 771 v. UPS, Lancaster, PA
N-09-324: Local 597 v. UPS, South Barre, VT
N-09-325: Local 294 v. UPS, Albany, NY
N-09-345: Local 449 v. UPS, Buffalo, NY
N-09-367: Local 70 v. UPS, Oakland, CA
N-09-368: Local 70 v. UPS, Oakland, CA
N-09-369: Local 70 v. UPS, Oakland, CA
N-09-398: Local 70 v. UPS, Oakland, CA
N-10-03: Local 769 v. UPS, North Miami, FL
N-10-05: Local 769 v. UPS, North Miami, FL
N-10-06: Local 519 v. UPS, Knoxville, TN
N-10-07: Local 480 v. UPS, Nashville, TN
N-10-16: Local 391 v. UPS, Raleigh, NC
N-10-62: Local 61 v. UPS, Asheville, NC
N-10-96: Local 483 v. UPS, Boise, ID
N-10-105: Local 170 v. UPS, Worcester, MA
N-10-110: Local 174 v. UPS, Tukwila, WA
N-10-124: Local 177 v. UPS, Hillside, NJ
N-10-129: Local 519 v. UPS, Knoxville, TN
N-10-133: Local 413 v. UPS, Columbus, OH
N-10-172: Local 533 v. UPS, Reno, NV
N-10-173: Local 533 v. UPS, Reno, NV
N-10-205: Local 396 v. UPS, Covina, CA
N-10-230: Local 638 v. UPS, Minneapolis, MN
N-10-234: Local 767 v. UPS, Forest Hill, TX
N-10-235: Local 70 v. UPS, Oakland, CA
N-10-236: Local 70 v. UPS, Oakland, CA
N-10-237: Local 70 v. UPS, Oakland, CA
N-10-238: Local 70 v. UPS, Oakland, CA
N-10-239: Local 70 v. UPS, Oakland, CA
N-10-240: Local 70 v. UPS, Oakland, CA
N-10-261: Local 480 v. UPS, Nashville, TN
N-10-262: Local 480 v. UPS, Nashville, TN
N-10-263: Local 480 v. UPS, Nashville, TN

The following cases were ON IN ERROR:

N-09-237: Local 79 v. UPS, Tampa, FL
N-10-128: Local 480 v. UPS, Nashville, TN
N-10-143: Local 63 v. UPS, Rialto, CA

The following case was HELD PENDING LEGAL REVIEW:

N-10-15: Local 453 v. UPS, Cumberland, MD

The following cases are REFERRED TO A SPECIAL WESTERN REGION NATIONAL PANEL:

N-10-214: Local 70 v. UPS, Oakland, CA

N-10-215: Local 70 v. UPS, Oakland, CA

Chair Hall called Case N-07-225: Local 162 v. UPS, Portland, OR
On behalf of **all affected employees**, Union alleges Company violated **Article 17**, claiming that all time spent obtaining necessary airport identification is time spent in service of the Employer. Article 17 obligates the Employer to pay employees for all time spent in service of the Employer.

DECISION: Based on the facts presented, this case is DEADLOCKED.

Chair Hall called Case N-10-179: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges that the Company violated **Articles 26 and 32**, claiming subcontractors performed bargaining unit work (7/3/09).

DECISION: Case was SETTLED during Executive Session.

Chair Hall called Case N-10-196: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges that the Company violated **Article 2, Section 2**, with respect to NGC Case N-159-09 which was deadlocked and scheduled for arbitration. Company is now denying the Union its right to

select what it considers to be
the better of two languages.

DECISION: Based on the facts presented, case is REFERRED BACK TO ARBITRATOR to present the order of the case.

Chair Hall called Case N-10-201: Local 70 v. UPS, Oakland, CA
On behalf of **all affected employees**, Union alleges that the Company is in violation of **Article 3, Section 7 and all others that apply**, claiming supervisor working during a layoff. UPS is violating employees' contractual rights by working supervisors while employees are laid off.

DECISION: Case was settled during Executive Session.

Chair Goebel called Case N-10-218: Local 177 v. UPS, Hillside, NJ
On behalf of **Jose Soriano**, Union alleges a violation of **Article 20, Section 2 and all others that apply**, claiming that the Company is refusing to abide by the contract language applicable to the employee's return to work from medical leave of absence.

DECISION: Based on the facts presented, THIS CASE IS REFERRED BACK TO THE PARTIES for clarification of Dr. Alter's "restriction" and possible resolution to issue raised under Article 18, Section 21 and Article 20, Section 2.

Chair Goebel called Case N-10-219: Local 177 v. UPS, Hillside, NJ
On behalf of **Kevin Nelson**, Union alleges a violation of **Article 20**, claiming that the Company is not adhering to the Third Doctor procedure.

DECISION: Based on the facts presented in this instant case, pending the final determination of Dr. Levy, the Third Doctor provision will apply.

Chair Goebel called Case N-10-106: Local 162 v. UPS, Portland, OR
On behalf of **Christmann, Crooks, Fulton, Zisa, Wells, et al.**, Union alleges a violation of **Article 18 and all others that apply**, claiming that the Company is not installing anti-fatigue mats in areas with metal grating (**RE-DOCKETED**).

DECISION: Based on the facts presented, there is NO VIOLATION OF ARTICLE 18 NMA. CASE IS REFERRED BACK TO THE WESTERN PANEL FOR ISSUE OF ARTICLE 23.

Chair Herrera called Case N-09-364: Local 177 v. UPS, Hillside, NJ
On behalf of **Brent Muoio**, Union alleges a violation of **Article 43**, claiming that the Company used sleeper team to move Ground loads to Worma instead of using the existing feeder network.

DECISION: Based on the facts presented in this case, THE CLAIM OF THE UNION IS ALLOWED. That motion DEADLOCKED.

Chair Herrera called Case N-10-182: Local 41 v. UPS, Kansas City, MO
On behalf of **Henry Gallet**, Union alleges that the Company is in violation of **Article 43**. Grievant and his partner had a breakdown on property at the beginning of their run - no trailer lights. They took it to the trailer shop where it took 65 minutes to fix. They were paid straight time for this.

DECISION: Based on the facts presented, delays at the beginning or end of a Mileage Run shall be paid at the applicable hourly Feeder one-and-one-half rate of pay. Motion Carried.

Chair Lucas called Case N-10-229: Local 89 v. UPS, Louisville, KY
On behalf of **Bailey and Perkinson, White and Wright, Lasseigne and Cunningham**, Union alleges a violation of **Article 43 and all others that apply**. Grievants pulled two (2) trailers back to Louisville on July 4, 2009 and are asking to be paid according to the pay scale for holiday pay.

DECISION: Based on the facts presented, this case is DEADLOCKED.

Chair Hall called Case N-147-09: Local 340 v. UPS, South Portland, ME
On behalf of **all affected employees**, Union alleges a violation of **Articles 1, 17, 22, 41, Supplemental Articles 2 and 5, and Addendum Article 34**. Company violated the Agreement when it arbitrarily reduced the pay of Kevin Houde and David Garland and placed them into a wage progression (10/15/08).

DECISION: The Panel finds, based on the facts presented, that employees entering a full-time CSI job after August 1, 2008 shall be paid in accordance with the applicable progression, if any, set forth in their current Addenda. Any employee being improperly paid in accordance with Article 41, Section 2.c. shall have their wage rate adjusted retroactively. This decision shall not be precedent setting on any other issue and shall not be cited by either the Company or the Union for any purpose except enforcement of the Panel decision itself.

Chair Hall called Case N-148-09: Local 769 v. UPS, North Miami, FL
On behalf of **all affected employees**, Union alleges that the Company violated **Article 41** by applying Article 41, Section 2(c) to full-time employees hired after 8/1/08. Union requests that all affected employees be made whole for all losses.

DECISION: The Panel finds, based on the facts presented, that employees entering a full-time CSI job after August 1, 2008

shall be paid in accordance with the applicable progression, if any, set forth in their current Addenda. Any employee being improperly paid in accordance with Article 41, Section 2.c. shall have their wage rate adjusted retroactively. This decision shall not be precedent setting on any other issue and shall not be cited by either the Company or the Union for any purpose except enforcement of the Panel decision itself.

Chair Hall called Case N-151-09: Local 480 v. UPS, Nashville, TN
On behalf of **Vaden Wilburn**, Union alleges a violation of **Articles 40, 38 and all others that apply.** The Company is applying NMA Article 41(2)(C) to full-time employees hired after 8/1/08, in violation of Article 41(4) and Article of the Addenda. Union asks that the Company cease this violation and that all affected employees be paid progression in accordance with the Addenda and made whole for all losses.

DECISION: The Panel finds, based on the facts presented, that employees entering a full-time CSI job after August 1, 2008 shall be paid in accordance with the applicable progression, if any, set forth in their current Addenda. Any employee being improperly paid in accordance with Article 41, Section 2.c. shall have their wage rate adjusted retroactively. This decision shall not be precedent setting on any other issue and shall not be cited by either the Company or the Union for any purpose except enforcement of the Panel decision itself.

Chair Herrera called Case N-10-265: Local 671 v. UPS, Bloomfield, CT
On behalf of **Sandra Mayo**, Union alleges that the Company is in violation of **Article 34 and all others that apply,** claiming seniority violation incurring lost wages and benefits.

DECISION: Based on the facts presented, this case is REFERRED BACK FOR POSSIBLE RESOLUTION. This Panel retains jurisdiction.