

03/18/11



**TEAMSTERS NATIONAL UPS FREIGHT
GRIEVANCE COMMITTEE**

MINUTES

**March 9 – 11, 2011
9:00 A.M.**

**WESTIN BEACH RESORT
321 N. FORT LAUDERDALE BEACH BOULEVARD
FT. LAUDERDALE, FL**

The meeting was called to order by Chair McGaha

The following cases were SETTLED AND/OR WITHDRAWN:

NUPSF-11-08: Local 612 v. UPSF, Trussville, AL
NUPSF-11-33: Local 431 v. UPSF, Fresno, CA

The following cases were WITHDRAWN WITH RIGHTS:

NUPSF-11-20: Local 519 v. UPSF, Knoxville, TN

The following cases were POSTPONED:

NUPSF-10-031: Local 519 v. UPSF, Knoxville, TN
NUPSF-10-038: Local 413 v. UPSF, Columbus, OH
NUPSF-10-054: Local 431 v. UPSF, Fresno, CA
NUPSF-10-075: Local 174 v. UPSF, Tukwila, WA
NUPSF-10-129: Local 391 v. UPSF, Morrisville, NC
NUPSF-10-132: Local 317 v. UPSF, East Syracuse, NY
NUPSF-11-11: Local 745 v. UPSF, Dallas, TX
NUPSF-11-35: Local 631 v. UPSF, Las Vegas, NV
NUPSF-11-40: Local 690 v. UPSF, Spokane, WA

The following cases were put on **COMMITTEE HOLD**:

NUPSF-131-09: Local 509 v. UPSF, Gaffney, SC
NUPSF-149-09: Local 174 v. UPSF, Tukwila, WA
NUPSF-151-09: Local 63 v. UPSF, Fontana/LAX/Los Angeles, CA
NUPSF-195-09: Local 512 v. UPSF, Jacksonville, FL
NUPSF-205-09: Local 385 v. UPSF, Ocoee, FL
NUPSF-10-001: Local 480 v. UPSF, Nashville, TN
NUPSF-10-004: Local 480 v. UPSF, Nashville, TN
NUPSF-10-006: Local 745 v. UPSF, Dallas, TX
NUPSF-10-007: Local 745 v. UPSF, Dallas, TX
NUPSF-10-011: Local 745 v. UPSF, Dallas, TX
NUPSF-10-015: Local 745 v. UPSF, Dallas, TX
NUPSF-10-017: Local 745 v. UPSF, Dallas, TX
NUPSF-10-034: Local 385 v. UPSF, Orlando, FL
NUPSF-10-035: Local 385 v. UPSF, Orlando, FL
NUPSF-10-045: Local 61 v. UPSF, Hickory, NC
NUPSF-10-047: Local 707 v. UPSF, Hempstead, NY
NUPSF-10-056: Local 174 v. UPSF, Tukwila, WA
NUPSF-10-057: Local 483 v. UPSF, Boise, ID
NUPSF-10-073: Local 104 v. UPSF, Phoenix, AZ
NUPSF-10-081: Local 769 v. UPSF, North Miami, FL
NUPSF-10-097: Local 200 v. UPSF, Milwaukee, WI
NUPSF-10-103: Local 728 v. UPSF, Atlanta, GA
NUPSF-10-105: Local 745 v. UPSF, Dallas, TX
NUPSF-10-121: Local 745 v. UPSF, Irving, TX
NUPSF-10-122: Local 745 v. UPSF, Irving, TX
NUPSF-10-123: Local 745 v. UPSF, Irving, TX
NUPSF-10-124: Local 385 v. UPSF, Ocoee, FL
NUPSF-10-133: Local 63 v. UPSF, Fontana, CA
NUPSF-11-01: Local 480 v. UPSF, Nashville, TN
NUPSF-11-02: Local 480 v. UPSF, Nashville, TN
NUPSF-11-10: Local 745 v. UPSF, Irving, TX
NUPSF-11-13: Local 728 v. UPSF, Atlanta, GA
NUPSF-11-22: Local 385 v. UPSF, Ocoee, FL
NUPSF-11-23: Local 385 v. UPSF, Ocoee, FL
NUPSF-11-26: Local 385 v. UPSF, Ocoee, FL
NUPSF-11-30: Local 776 v. UPSF, Mechanicsburg, PA
NUPSF-11-32: Local 70 v. UPSF, San Leandro, CA
NUPSF-11-34: Local 104 v. UPSF, Phoenix, AZ
NUPSF-11-38: Local 104 v. UPSF, Phoenix, AZ

Chair McCaffrey called case NUPSF-10-22 Local 769 v. UPSF, North Miami, FL
On behalf of **all affected employees**,
Union alleges that the Company violated
Article 44, claiming that the Company
to assign this delivery work to a local
cartage employee. Pay any available

driver not working on days the work was available.

DECISION: Based on the facts presented, the claim of the Union is DENIED.

Chair Sawyer called case NUPSF-10-110 Local 63 v. UPSF, Commerce, CA
On behalf of **all affected employees**, Union alleges that the Company violated **Article 26**, claiming the Company paid mileage instead of hourly rate.

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

Chair Sawyer called case NUPSF-10-125 Local 385 v. UPSF, Ocoee, FL
On behalf of **Alex Farkas**, Union alleges that the Company is in violation of **Articles 5 and 18**, claiming Company working drivers from another terminal ahead of seniority Road Drivers in home terminal.

DECISION: Based on the facts presented, the grievant will be paid eight (8) hours. This case sets no precedent and is non-reference.

Chair McCaffrey called case NUPSF-10-126 Local 385 v. UPSF, Ocoee, FL
On behalf of **Charles Belton**, Union alleges that the Company is in violation of **Articles 5 and 18**, claiming Company not paying sleeper team drivers properly. The Union requests that the Company required to comply with Collective Bargaining Agreement.

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

Chair McCaffrey called case NUPSF-10-127 Local 528 v. UPSF, Ringgold, GA
On behalf of **Brad Cothran**, Union alleges that the Company is in violation of **Article 5**, claiming that junior employees receiving \$0.35 more per hour. The Union requests the Company pay all employees working on dock with CDL the extra \$0.35 per hour.

DECISION: Based on the facts presented, there is no contract violation.

Chair McCaffrey called case NUPSF-11-03 Local 480 v. UPSF, LaVergne, TN
On behalf of **Danny Hawkins**, Union alleges that the Company violated **Articles 5, 18 and all that apply**, claiming the grievant should have been dispatched from Nashville to Memphis on December 29, 2010, instead of deadheading foreign driver (Mires) to Nashville. The Union requests 462 miles at the contract rate.

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

Chair McCaffrey called case NUPSF-11-04 Local 480 v. UPSF, LaVergne, TN
On behalf of **Troy Williams**, Union alleges that the Company violated **Articles 5, 18, 29, and all that apply**, claiming that the grievant is a full time load off employee. On May 17, 2010, the grievant seniority was violated by Company using part time employees. The Union requests the grievant be made whole.

DECISION: Based on the facts presented, the grievant will be paid until 7:00 A.M. in each circumstance. This case sets no precedent on casual employees guarantee.

Chair McCaffrey called case NUPSF-11-05 Local 480 v. UPSF, LaVergne, TN
On behalf of **Troy Williams**, Union alleges that the Company violated **Articles 5, 18, 29, and all that apply**, claiming that the grievant is a full time load off employee. On May 17, 2010, the grievant seniority was violated by Company using part time employees. The Union requests the grievant be made whole.

DECISION: Based on the facts presented, the grievant will be paid until 7:00 A.M. in each circumstance. This case sets no precedent on casual employees guarantee.

Chair McCaffrey called case NUPSF-11-06 Local 657 v. UPSF, San Antonio, TX
On behalf of **Peter Inigarida**, Union alleges that the Company violated

Article 5, Section 4, Article 26, Section 2, and Article 47, Section 1, claiming that the grievant was dispatched and enroute when dispatch notified him that his run was being given to an extra board driver. He was to return to his home domicile. The Union requests the prevailing wage for 174 miles.

DECISION: Based on the facts presented, there is no contract violation. The Company agrees driver to be made whole for any additional work not paid.

Chair McCaffrey called case NUPSF-11-07 Local 769 v. UPSF, Miami, FL

On behalf of **Albert Ramirez**, Union alleges that the Company violated **Article 44**, claiming the Company is giving freight to PGA (subcontractor) to deliver it to its final destination. Teamsters' members want to perform this work.

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

Chair McCaffrey called case NUPSF-11-09 Local 891 v. UPSF, Pearl, MS

On behalf of **Wesley Brown**, Union alleges that the Company violated **Articles 5 and all that apply**, the grievant seeks promotion to Local Cartage with seniority date ahead of employee hired October 4, 2010 as records indicate grievant was a seniority employee when other employee was hired to Local Cartage. Grievant also seeks difference in pay when worked less on same days as other employee and pay other employee earned when grievant was not allowed to work at all on days other employee worked from October 4, 2010 to present.

DECISION: Based on the facts presented, case is REFERRED BACK to the parties for possible resolution, this panel retains jurisdiction.

Chair McCaffrey called case NUPSF-11-12 Local 728 v. UPSF, Atlanta, GA

On behalf of **Teamsters Local Union**

728, Union alleges that the Company violated **Articles 26 and 29**, because of the way the casual progression is outlined in the contract a casual hired just prior to ratification will be paid less than a casual who is hired after ratification.

DECISION: Based on the facts presented, there is no contract violation.

Chair McCaffrey called case NUPSF-11-14 Local 528 v. UPSF, Ringgold, GA
On behalf of **Brad Cothran**, Union alleges that the Company violated **Article 18**, claiming that the Company broke Mr. Cothran's 40 hour guarantee by paying him eight (8) hours for two (2) discretionary days. He's on a 10 hour bid. The Union requests four (4) hours pay.

DECISION: Based on the facts presented, there is no contract violation.

Chair McCaffrey called case NUPSF-11-15 Local 528 v. UPSF, Ringgold, GA
On behalf of **Kelly Andrews**, Union alleges that the Company violated **Article 5**, claiming Kelly Andrews is a full time employee, she is a bid extra board driver. When no work is available to run on the road, Ms. Andrews wants to work the dock ahead of part time casuals.

DECISION: Based on the facts presented, case was referred back to the parties.

Chair McCaffrey called case NUPSF-11-16 Local 519 v. UPSF, Knoxville, TN
On behalf of **John Pinchak**, Union alleges that the Company violated **Articles 29, 41 and all that apply**, claiming the grievant was not given his eight (8) hour guarantee on the day grieved. The Company sent the grievant home and brought in another employee two (2) hours and five (5) minutes before his start time instead of keeping the grievant working towards his eight

(8) hour guarantee. The Union requests the grievant's eight (8) hour guarantee minus the time he worked on February 5, 2010.

DECISION: Based on the facts presented, the Company is directed to comply with Article 18, Section 2 and the MOU.

Chair McCaffrey called case NUPSF-11-17 Local 519 v. UPSF, Knoxville, TN
On behalf of **Ben Ellis**, Union alleges that the Company violated **Articles 5 and 18**, claiming the Company moved the grievant's bid start time ahead 3.5 hours and then assigned the grievant's bid start time to casual employees. The Union requests 10.5 hours at overtime rate of pay.

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

Chair McCaffrey called case NUPSF-11-18 Local 519 v. UPSF, Knoxville, TN
On behalf of **Ben Ellis**, Union alleges that the Company violated **Article 5, Section 1(F) and all that apply**, claiming the Company worked a casual employee in front of the grievant on the day grieved. The grievant should have worked in front of a casual. The grievant is owed the time the casual worked. The Union requests four (4) hours at straight time.

DECISION: Based on the facts presented, the Company is directed to comply with Article 18, Section 2 and the MOU.

Chair McCaffrey called case NUPSF-11-19 Local 519 v. UPSF, Knoxville, TN
On behalf of **George Johnson**, Union alleges that the Company violated **Article 5, Article 25, Section 5(E) and all that apply**, claiming Article 25, Section 5(E) is clear language that states that an employee who retires shall be paid accrued and unused vacation upon the employees retirement. An employee can only

accrue vacation time in the very year that the employee is working. The grievant is owed his accrued vacation for 2010. Senior grievant worked 9.01 hours that day. The Union requests the grievant's 2010 accrued vacation time.

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

Chair Sawyer called case NUPSF-11-21

Local 512 v. UPSF, Jacksonville, FL
On behalf of **Teamsters Local Union 512**, Union alleges that the Company violated **Article 40**, claiming the Company moved runs from Jacksonville resulting in layoffs from Jacksonville road board, the Company has not allowed drivers to follow work.

DECISION: Based on the facts presented, case was referred back for a Change Of Operation meeting, this Panel holds jurisdiction.

Chair Sawyer called case NUPSF-11-24

Local 385 v. UPSF, Ocoee, FL
On behalf of **Alex Farkas**, Union alleges that the Company violated **Articles 5, 29, 44 and all that apply**, claiming the Company cannot subcontract when road drivers are on layoff to keep them from getting their weekly guarantee of forty (40) hours. (09/23/2010).

DECISION: Based on the facts presented, there was no return freight and therefore, the grievance is denied.

Chair McCaffrey called case NUPSF-11-25

Local 988 v. UPSF, Houston, TX
On behalf of **George Koch**, Union alleges that the Company violated **Article 40**, claiming the Company should have had a change of operations and should have allowed a driver from Houston, TX to follow the work to San Antonio, TX and dovetail in his appropriate seniority slot.

DECISION: Based on the facts presented, the Company is directed to meet with the Local Union and review the merits of this move as it relates to Article 40, this Panel holds jurisdiction.

Chair Sawyer called case NUPSF-11-27

Local 41 v. UPSF, Kansas City, KS

On behalf of **Romesh Moodaley**, Union alleges that the Company violated **Article 5**. On 08/20/2010, Michael King ran rails to the rail yard after the grievant was on the clock at 6 a.m. The grievant has seniority over Mr. King. Therefore, the grievant should have done the work. The Union requests four (4) hours and time and one-half.

DECISION: Based on the facts presented in this instant case, the grievant's seniority was violated by offering available extra work to a junior employee. There is no monetary claim.

Chair Sawyer called case NUPSF-11-28

Local 705 v. UPSF, Palatine, IL

On behalf of **Teamsters Local Union 705**, Union alleges that the Company violated **Article 34**. The Company (UPSF) will not accept and comply with the decision or settlement of the Union bodies pursuant to Article 34.

DECISION: Based on the facts presented, there were no factual grievances presented for the Panel to rule on, however, the Company is reminded of their obligation under Article 34.

Chair Sawyer called case NUPSF-11-29

Local 375 v. UPSF, Tonawanda, NY

On behalf of **Dave Zeck**, Union alleges that the Company is in violation of **Articles 16, 21, and all that apply**, claiming that the company has not returned the grievant to work after being cleared by his doctor and the Company's doctor, and the Union requests the grievant be put back to work and paid all lost wages and benefits from August 4, 2010 until put back to work.

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

Chair Sawyer called case NUPSF-11-31

Local 104 v. UPSF, Phoenix, AZ

On behalf of **M. Peterson on behalf of T. Moeller & D. Gower**, Union alleges that the Company violated **Articles 43 and 44**. The Company violated the

provisions of Article 43 when they cut the second portion of the teams bid schedule and serviced the schedule with rail including the return schedule. The Union requests 1,136 miles each.

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

Chair Sawyer called case NUPSF-11-36

Local 63 v. UPSF, Los Angeles, CA

On behalf of **Victor Gonzalez**, Union alleges a violation of **Articles 5 and 25**, claiming the Company did not pay medical causing member to have an unpaid claim in the amount of \$2,502.00.

DECISION: Based on the facts presented, case is REFERRED BACK to the parties for possible resolution, this Panel holds jurisdiction.

Chair Sawyer called case NUPSF-11-37

Local 63 v. UPSF, LAX, Fontana, Rialto, Commerce, CA

On behalf of **all affected employees**, Union alleges a violation of **Article 18, Section 2**, need the interpretation of National Case NUPSF-10-108 heard in October 2010. The Company is not abiding by decision.

DECISION: Based on the facts presented, the following will clarify the decision of case NUPSF-10-108, the Company shall back pay any 90%er road driver, who was put to work, but did not receive pay equal to eight (8) hours. The back pay shall be the difference of actual pay and an eight (8) hour equivalent. The Company will back pay any 90%er road driver, not put to work in available dock work, ahead of casual employees. The back pay in this example would be equal to the junior casual employee hours for the day in question. A 90%er no put to work does not carry a forty (40) hour guarantee for the week.

Chair Sawyer called case NUPSF-11-39

Local 104 v. UPSF, Phoenix, AZ

On behalf of **Matt Peterson on behalf of all affected employees**, Union alleges that the Company violated **Articles 18 and 43**. During the Christmas holiday work plan the Company cancelled sleeper teams bids and utilized the rail system for origin and return schedules on the teams regularly

scheduled work days and placed teams on extra-board diminishing their earnings and others whom were affected by this action. Furthermore, the following New Years Day Holiday week, the Company dispatched teams on the first bid day of the week. However, dispatched teams to Santa Rosa in lieu of the bid destination of Kansas City and utilized the rail diminishing the teams earnings in both Phoenix and Kansas City.

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