

10/20/10



**TEAMSTERS NATIONAL UPS FREIGHT
GRIEVANCE COMMITTEE**

MINUTES

**October 13 – 15, 2010
9:00 A.M.**

**HILTON SAN DIEGO RESORT HOTEL
1775 EAST MISSION BAY DRIVE
SAN DIEGO, CA**

The meeting was called to order by Chair Aaron

The following cases were SETTLED AND/OR WITHDRAWN:

NUPSF-10-025: Local 402 v. UPSF, Muscle Shoals, AL
NUPSF-10-036: Local 41 v. UPSF, Kansas City, MO
NUPSF-10-037: Local 41 v. UPSF, Kansas City, MO
NUPSF-10-100: Local 81 v. UPSF, Portland, OR
NUPSF-10-114: Local 600 v. UPSF, St. Louis and Sikeston, MO
NUPSF-10-115: Local 710 v. UPSF, Bedford Park, IL
NUPSF-10-117: Local 612 v. UPSF, Trussville, AL
NUPSF-10-120: Local 745 v. UPSF, Irving, TX

The following cases were WITHDRAWN WITH RIGHTS:

NUPSF-10-077: Local 533 v. UPSF, Reno, NV
NUPSF-10-078: Local 533 v. UPSF, Reno, NV
NUPSF-10-104: Local 657 v. UPSF, San Antonio, TX

The following cases were POSTPONED:

NUPSF-10-022: Local 769 v. UPSF, North Miami, FL
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-10-110: Local 63 v. UPSF, Commerce, CA
NUPSF-10-124: Local 385 v. UPSF, Ocoee, FL
NUPSF-10-125: Local 385 v. UPSF, Ocoee, FL
NUPSF-10-126: Local 385 v. UPSF, Ocoee, FL
NUPSF-10-127: Local 385 v. UPSF, Ocoee, FL
NUPSF-10-129: Local 391 v. UPSF, Morrisville, NC
NUPSF-10-132: Local 317 v. UPSF, East Syracuse, NY

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-10-133: Local 63 v. UPSF, Fontana, CA

Chair Aaron called case NUPSF-10-080 Local 533 v. UPSF, Reno, NV
On behalf of **Robert Morton**, Union
alleges a violation of **Article 44**. Ren031
was cancelled and bid driver Robert
Morton was assigned to the extra board.

This bid was then awarded to contract carrier "Werner". The Union requests bid to be reinstated to the Reno facility for the bid process for bargaining unit employees, and to cease and desist all subcontracting when bargaining unit employees are on layoff and make all affected whole.

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

Chair Aaron called case NUPSF-10-092

Local 326 v. UPSF, New Castle, DE
On behalf of **all affected employees**, Union alleges that the Company violated **Articles 5 and 40**, claiming the Company posted and changed Harrisburg road bids and have incorporated regular and daily local dock and cartage work that was previously being performed by local cartage and dock employees. The Union requests a cease and desist of road men performing regular local cartage work and that all affected employees be made whole for all lost wages and benefits.

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

Chair Aaron called case NUPSF-10-098

Local 431 v. UPSF, Fresno, CA
On behalf of **Steve Bates and Robert Lopez**, Union alleges that the Company violated **Article 5 and all that apply**, claiming on January 29, February 1, 2, 3, 4, 2010 and ongoing for Steve Bates and on February 8, 2010 and ongoing for Robert Lopez, they are not being offered work in seniority order. The Union requests that the Company make Steve Bates and Robert Lopez whole for all lost wages and benefits and a cease and desist.

DECISION: Based on the facts presented in this instant case, the grievance is sustained for instant days the employees were not offered work. Mr. Lopez shall be paid eight (8.0) hours and Mr. Bates shall be paid six (6.0) hours. The Committee retains jurisdiction.

Chair Aaron called case NUPSF-10-106

Local 512 v. UPSF, Jacksonville, FL

On behalf of **Teamsters Local Union 512**, Union alleges a violation of **Articles 5, 18 and 44**, claiming that the Company improper and in violation of the Collective Bargaining Agreement, subcontracting the movement of ocean freight containers between the Jacksonville terminal and Port of Jacksonville. The Union requests four (4) hours.

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

Chair Aaron called case NUPSF-10-108

Local 63 v. UPSF, Fontana, CA

On behalf of **all affected employees**, Union alleges that the Company violated **Article 18, Section 2**, claiming that the Line Drivers are not getting their forty (40) hours of work or pay. The Union requests monies, benefits due and to be made whole.

DECISION: Based on the facts presented, the parties shall meet and review the payroll records for the employees involved.

Chair Aaron called case NUPSF-10-109

Local 63 v. UPSF, Rialto, CA

On behalf of **all affected employees**, Union alleges that the Company violated **Article 5**. The Company using drivers from outside terminal to do dock work with doing so caused a lay-off.

DECISION: Based on the facts presented, the Committee finds no contract violation.

Chair Aaron called case NUPSF-10-111

Local 104 v. UPSF, Phoenix, AZ

On behalf of **Matt Peterson on behalf of all affected employees**, Union alleges that the Company violated **Article 1, Section 2 and Article 5, Section 1**, claiming the Company dispatched Rialto driver from Phoenix, AZ to Cedar City, UT and failed to offer the work opportunity to a Phoenix, AZ

road driver. The Union requests be made whole for wages and benefits (966 miles).

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

Chair Aaron called case NUPSF-10-112

Local 542 v. UPSF, San Diego, CA
On behalf of **all affected members**, Union alleges that the Company violated **Article 2, Section 1 and Article 5, Section 1 (D) and (E)**, claiming that the Company is forcing line drivers to perform dock work at foreign domiciles, this diminishing local dock work. The Union requests monies, benefits due and to be made whole.

DECISION: Based on the facts presented, the Committee finds no contract violation.

Chair Aaron called case NUPSF-10-113

Local 600 v. UPSF, St. Louis and Sikeston, MO
On behalf of **Ricky Barnett**, Union alleges that the Company violated **Article 5**. The grievant requested the extra work on 11/27/09 which had Local Cartage worker go to clerks location to work dock. He was not asked to work and violates his seniority on Local Cartage. The Union requests hours worked on the job.

DECISION: Based on the facts presented in this instant case, the monetary claim is denied. The current Steris agreement shall remain in effect. When more than one driver is needed for the extra work, Company seniority within the local cartage shall prevail.

Chair Aaron called case NUPSF-10-116

Local 41 v. UPSF, Kansas City, KS
On behalf of **John Lang, Jr.**, Union alleges a violation of **Article 40**, claiming the Kansas City domicile had four (4) lay-down runs to Indianapolis. These runs ran three (3) trips one week and two (2) trips the next. The Company unilaterally changed these four (4) lay-

down runs to two (2) meet and turn runs with Indianapolis drivers. The Kansas City domicile lost 5,000 miles of work per week without having a change of operations.

DECISION: Based on the facts presented in this instant case, no evidence was produced to support a layoff change of domicile however, the Company should have sent a letter under Article 40(a) because of possible layoff.

Chair Aaron called case NUPSF-10-118

Local 612 v. UPSF, Trussville, AL
On behalf of **Mark Jacks**, Union alleges that the Company is in violation of **Article 25, Section 5**, requesting Company properly apply the single days vacation request language in the contract.

DECISION: Based on the facts presented, CASE IS REFERRED BACK.

Chair Aaron called case NUPSF-10-119

Local 745 v. UPSF, Tyler, TX
On behalf of **all affected employees**, Union alleges that the Company is in violation of **Article 18**, requesting Company keep the truck assignment the way it has always been.

DECISION: Based on the facts presented, CASE IS REFERRED BACK TO THE PARTIES.

Chair Keane called case NUPSF-10-128

Local 776 v. UPSF, Mechanicsburg, PA
On behalf of **all affected employees**, Union alleges that the Company violated **Article 25, Section 5(d)**. The Collective Bargaining Agreement states that Casual employees with over five (5) years seniority will be paid five (5) vacation days. Casual guarantee is four (4) hours per day times five (5) days = twenty (20) hours vacation day minimum.

DECISION: Based on the facts presented, the Company is to continue the current practice of payment of casual vacations.

Chair Szloch called case NUPSF-10-130

Local 707 v. UPSF, Montgomery, NY
On behalf of **all affected employees**, Union alleges a violation of **Article 18, Section 2 and Articles 29 and 44**, claiming the Employer is subcontracting work in the road classification to subcontractors, (The Rail) & Evans Trucking, in both directions, work formally performed by the Newburgh, NY road drivers. The Union requests all lost wages and benefits.

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

Chair Szloch called case NUPSF-10-131

Local 384 v. UPSF, Stowe, PA
On behalf of **Chris Dietrich**, Union alleges a violation of **Article 5, Section d**, claiming the Company is assigning roadmen to do regular daily local cartage dock work. The Union requests the Company cease and desist this practice and requests the grievant and all affected employees be made whole for all lost wages and benefits.

DECISION: Based on the facts presented, the panel decision is to pay grievant Ron Ball six (6) hours overtime and pay grievant Robert Kulp three (3) hours overtime.