

03/10/10



**TEAMSTERS NATIONAL UPS FREIGHT
GRIEVANCE COMMITTEE**

MINUTES

**March 3 – 5, 2010
12:00 P.M.**

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

The meeting was called to order by Chair Marshall

The following cases were SETTLED AND/OR WITHDRAWN:

NUPSF-201-09: Local 431 v. UPSF, Fresno, CA
NUPSF-10-002: Local 480 v. UPSF, Nashville, TN
NUPSF-10-014: Local 745 v. UPSF, Dallas, TX
NUPSF-10-021: Local 991 v. UPSF, Mobile, AL
NUPSF-10-027: Local 769 v. UPSF, North Miami, FL
NUPSF-10-028: Local 769 v. UPSF, North Miami, FL
NUPSF-10-041: Local 833 v. UPSF, Jefferson City, MO
NUPSF-10-043: Local 41 v. UPSF, Kansas City, MO
NUPSF-10-055: Local 431 v. UPSF, Fresno, CA

NUPSF-10-061: Local 631 v. UPSF, Las Vegas, NV
NUPSF-10-062: Local 631 v. UPSF, Las Vegas, NV
NUPSF-10-063: Local 631 v. UPSF, Las Vegas, NV
NUPSF-10-064: Local 631 v. UPSF, Las Vegas, NV
NUPSF-10-065: Local 631 v. UPSF, Las Vegas, NV
NUPSF-10-066: Local 631 v. UPSF, Las Vegas, NV
NUPSF-10-067: Local 631 v. UPSF, Las Vegas, NV
NUPSF-10-068: Local 631 v. UPSF, Las Vegas, NV
NUPSF-10-069: Local 631 v. UPSF, Las Vegas, NV
NUPSF-10-070: Local 631 v. UPSF, Las Vegas, NV
NUPSF-10-072: Local 104 v. UPSF, Phoenix, AZ

The following cases were WITHDRAWN WITH RIGHTS:

NUPSF-145-09: Local 439 v. UPSF, Fresno, CA
NUPSF-200-09: Local 492 v. UPSF, Albuquerque, NM
NUPSF-10-009: Local 745 v. UPSF, Dallas, TX
NUPSF-10-024: Local 402 v. UPSF, Muscle Shoals, AL
NUPSF-10-025: Local 402 v. UPSF, Muscle Shoals, AL
NUPSF-10-049: Local 104 v. UPSF, Phoenix, AZ
NUPSF-10-051: Local 104 v. UPSF, Phoenix, AZ

The following cases were POSTPONED:

NUPSF-202-09: Local 79 v. UPSF, Tampa, FL
NUPSF-203-09: Local 79 v. UPSF, Tampa, FL
NUPSF-10-001: Local 480 v. UPSF, Nashville, TN
NUPSF-10-031: Local 519 v. UPSF, Knoxville, TN
NUPSF-10-036: Local 41 v. UPSF, Kansas City, MO
NUPSF-10-037: Local 41 v. UPSF, Kansas City, MO
NUPSF-10-038: Local 413 v. UPSF, Columbus, OH
NUPSF-10-050: Local 104 v. UPSF, Phoenix, AZ
NUPSF-10-054: Local 431 v. UPSF, Fresno, CA
NUPSF-10-075: Local 174 v. UPSF, Tukwila, WA
NUPSF-10-077: Local 533 v. UPSF, Reno, NV
NUPSF-10-078: Local 533 v. UPSF, Reno, NV
NUPSF-10-079: Local 533 v. UPSF, Reno, NV
NUPSF-10-080: Local 533 v. UPSF, Reno, NV
NUPSF-10-082: Local 104 v. UPSF, Phoenix, AZ

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-10-004: 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-10-022: Local 769 v. UPSF, North Miami, FL
 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-10-074: Local 104 v. UPSF, Phoenix, AZ
 NUPSF-10-081: Local 769 v. UPSF, North Miami, FL

The following cases were ON IN ERROR:

NUPSF-10-029: Local 769 v. UPSF, North Miami, FL
 NUPSF-10-030: Local 769 v. UPSF, North Miami, FL
 NUPSF-10-039: Local 710 v. UPSF, Chicago, IL
 NUPSF-10-071: Local 483 v. UPSF, Boise, ID
 NUPSF-10-083: Local 631 v. UPSF, Las Vegas, NV

Chair Marshall called case NUPSF-209-09 Local 41 v. UPSF, Kansas City, KS
 On behalf of **Rick Hill, et al.**, Union alleges that the Company violated **Articles 25, 44, and 18**, claiming that the Company proclaimed April 10, 2009 as a non-service day and cancelled several runs. Some of the freight that was normally hauled by these drivers was railed or given to contract carriers. The Union requests that all affected employees be made whole.

DECISION: Based on the facts presented, the case is referred back for resolution with the following guidance:

1. If information shows that there was sufficient return freight, then the grievance is upheld. There would be no monetary claim, however, since work was offered as per Article 5.
2. If information shows that there was not sufficient freight, the grievance is denied.

Chair Marshall called case NUPSF-210-09 Local 41 v. UPSF, Kansas City, KS
On behalf of **Milo Pittman and Mike Boehm**, Union alleges that the Company violated **Article 44**, claiming that the Company cancelled this team run on April 9, 2009 and railed the freight they would have hauled. The Union requests that the grievants be paid for 2,536 miles drop, hook, and fuel pay.

DECISION: Based on the facts presented, the case is referred back for resolution with the following guidance:

1. If information shows that there was sufficient return freight, then the grievance is upheld. There would be no monetary claim, however, since work was offered as per Article 5.
2. If information shows that there was not sufficient freight, the grievance is denied.

Chair Aaron called case NUPSF-10-003 Local 480 v. UPSF, Nashville, TN
On behalf of **Ronnie Bimstein**, Union alleges that the Company violated **Articles 25, 16, 5 and all that apply**, claiming that the Company is responsible for payment of testing ordered by the Company's examining physician. The Union requests all lost wages and benefits.

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

Chair Marshall called case NUPSF-10-005 Local 480 v. UPSF, Nashville, TN
On behalf of **Gary E. Summers**, Union alleges that the Company violated **Articles 5, 21, 26, 41 and all that apply**, claiming that when the jockey is on duty he/she should perform all jockey.

DECISION: Base on the facts presented in this instant case, there is no contract violation.

Chair Aaron called case NUPSF-10-008 Local 745 v. UPSF, Dallas, TX

On behalf of **Denise Torres**, Union alleges that the Company violated **Articles 40 and 41**, claiming a transfer of more than 150 miles. The Union requests transfer to Lexington, KY.

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

Chair Aaron called case NUPSF-10-010 Local 745 v. UPSF, Dallas, TX

On behalf of **Jonathan Lopez**, Union alleges that the Company violated **Articles 3, 5 and 26**, claiming 90% of \$15.00 for casual pay. The Union requests all back pay to be made whole and paid \$13.50.

DECISION: Based on the facts presented, the Committee finds no contract violation, the employee is being paid correctly.

Chair Aaron called case NUPSF-10-012 Local 745 v. UPSF, Dallas, TX

On behalf of **Jim Barham**, Union alleges that the Company violated **Articles 43 and 44**, claiming the runs cut on holiday – two (2) placed on rail. The Union requests the claim for runs.

DECISION: Based on NUPSF-171-09 decision, there is no contract violation.

Chair Aaron called case NUPSF-10-013 Local 745 v. UPSF, Dallas, TX

On behalf of **Gary Loyd**, Union alleges that the Company violated **Article 44**, claiming that the DAL 304 run cut and put on rail during holiday and not offered work. The Union requests compensated pay for trip.

DECISION: Based on NUPSF-171-09 decision, there is no contract violation.

Chair Aaron called case NUPSF-10-016 Local 745 v. UPSF, Dallas, TX

On behalf of **Jaime Lucero**, Union alleges that the Company violated **Article 33**, claiming that El Paso lost a scheduled Stanton run and was replaced by a San Antonio sleeper run. The Union believes the freight was

diverted out of Dallas and directly ran in to El Paso from San Antonio, skipping Dallas. The Union requests to add San Antonio meet & turn for the Stanton turn that was lost.

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

Chair Aaron called case NUPSF-10-018 Local 745 v. UPSF, Dallas, TX

On behalf of **all affected employees**, Union alleges that the Company violated **Articles 43 and 44**, claiming that three (3) Dallas runs were cut & put on rail. The Union requests reinstate runs with all back pay to each driver affected.

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

Chair Aaron called case NUPSF-10-019 Local 745 v. UPSF, Dallas, TX

On behalf of **Richard Chandler**, Union alleges that the Company violated **Article 18**, claiming eight (8) hours a day for working. The Union requests all money due.

DECISION: Based on the facts presented, case is referred back, this Committee holds jurisdiction.

Chair Aaron called case NUPSF-10-020 Local 745 v. UPSF, Dallas, TX

On behalf of **Freddie Reyes**, Union alleges that the Company violated **Article 16**, claiming required testing pay with valid DOT card. The Union requests all time spent after the initial two (2) hours and all out of pocket expenses be reimbursed.

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

Chair Aaron called case NUPSF-10-023 Local 769 v. UPSF, North Miami, FL

On behalf of **Robinson Garcia**, Union alleges that the Company violated **Article 40, Section 3**, claiming that the Company to follow the language on a change of operations. Work that was moved through Orlando is now moved

through Miami. Grievant is laid off to the dock as a result.

DECISION: Based on the facts presented, case is referred back.

Chair Marshall called case NUPSF-10-026 Local 728 v. UPSF, Atlanta, GA

On behalf of **R. L. Barber**, Union alleges that the Company violated **Article 24**, claiming that the grievant was absent two (2) days for the bereavement period for his mother-in-law and was only paid for one (1) day. The Union requests that the Company follows the language of the contract by pay the grievant the second (2nd) day as stated in the Collective Bargaining Agreement.

DECISION: Based on the facts presented, there is no contract violation. However, based on the unique circumstances in this case, the grievant shall be paid eight (8) hours.

Chair Marshall called case NUPSF-10-032 Local 657 v. UPSF, San Antonio, TX

On behalf of **Emiel Medrano**, Union alleges that the Company violated **Article 5, Section 1 and Article 26, Section 1**, claiming that this work has been performed by cartage drivers in the past. By having road drivers perform this work, the cartage work load has been greatly diminished. The Union requests \$92.90.

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

Chair Marshall called case NUPSF-10-033 Local 385 v. UPSF, Orlando, FL

On behalf of **Greg Bavaro**, Union alleges that the Company violated **Article 40**, claiming that the Company is required to allow employees to follow work when implementing a Change of Operations.

DECISION: Based on the facts presented, case is referred back.

Chair Rosentrater called case NUPSF-10-040 Local 600 v. UPSF, St. Louis, MO

On behalf of **all affected employees**, Union alleges that the Company violated **Article 5**, claiming that the Local Cartage members though they are on seniority list are not allowed to bid any of the classifications that their seniority will allow them to hold.

DECISION: The intent of the semi annual bid for Local Cartage Employees allows said employees to change positions within the local cartage classification, i.e., Jockey, City P&D or Dock, as long as the employee is qualified at the time of the bid.

Chair Marshall called case NUPSF-10-042 Local 41 v. UPSF, Kansas City, MO

On behalf of **all part-time employees**, Union alleges a violation of **Articles 5, 29, and 3**, claiming that the Company refused to allow part-time employees to bid as they have in the past. The Union requests four (4) hours per day for all employees not allowed to bid.

DECISION: Based on the facts presented, case is referred back, this Committee holds jurisdiction.

Chair Aaron called case NUPSF-10-044 Local 61 v. UPSF, Hickory, NC

On behalf of **Sam White**, Union alleges that the Company violated **Article 5**, claiming on 10/30/2008 the bid sheet was posted in the Hickory terminal. On that sheet Brother Sam White was placed behind Rusty Smith. For the previous two (2) years Brother White had been ahead of Rusty Smith, now the bid sheet had Rusty Smith ahead of Brother White. After several months the Company finally provided the proof that Brother White did have more seniority than Rusty Smith. The proof was in the Hickory terminal the whole time. Brother White lost thousands of dollars during this time. The Union requests the difference in his earning versus Rusty Smith's during this time frame.

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

Chair Marshall called case NUPSF-10-046 Local 707 v. UPSF, Hempstead, NY

On behalf of **Pete Mullen**, Union alleges that the Company violated **Article 5, Sections 1 and 3, and all related Articles**. In that Pete Mullen, a laid-off, full time, RED CIRCLED Dock Worker, called back to work in June 2009, after the Company hired a full time CDL Dock Worker on May 4, 2009. The Union requests all lost wages from May 4, 2009 to June 16, 2009, plus pension and welfare.

DECISION: The decision in case NUPSF-10-046 is as follows: from period of June 2, 2009 through June 16, 2009 the hours that Garfield Beamon worked on the dock only will be the back pay award.

Chair Marshall called case NUPSF-10-048 Local 81 v. UPSF, Portland, OR

On behalf of **Jeff Hayden**, Union alleges that the grievant, Mr. Hayden, completed all requirements as prescribed with the **Articles 7 and 27, Section 1.11**, to return to work. The Union requests all money and benefits due from 6/1/09 thru 6/16/09.

DECISION: The grievant is to be paid nine (9) days at eight (8) hours straight pay. This case sets no precedent, no reference.

Chair Aaron called case NUPSF-10-052 Local 431 v. UPSF, Fresno, CA

On behalf of **all affected Line Haul, Extra Board and Ad Hoc Drivers**, Union alleges a violation of **Articles 5, 18, 29, 38, 40 and all that apply**, claiming that the FRE laid off Extra Board Drivers were not offered available line haul runs and were run around by other terminals' Extra Board Drivers. The Union requests that the Company make all affected whole for all lost wages and benefits and a cease and desist.

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

Chair Aaron called case NUPSF-10-053 Local 431 v. UPSF, Fresno, CA

On behalf of **Mike Prothro**, Union alleges a violation of **Articles 5, 18 and all that apply**, claiming that Mike Prothro was not offered work while junior employees were being utilize. The Union requests that the Company make Mr. Prothro whole for all lost wages and benefits and a cease and desist.

DECISION: Based on the facts presented in this instant case, the grievant is to be paid two and one-half (2 ½) hours straight pay.

Chair Aaron called case NUPSF-10-058 Local 631 v. UPSF, Las Vegas, NV

On behalf of **all affected road drivers**, Union alleges a violation of **Article 5**, claiming that the Company violated the Collective Bargaining Agreement when it dispatched a foreign driver to Las Vegas on a lay down run over the top of approved meet and turns (5-20-09).

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

Chair Aaron called case NUPSF-10-059 Local 631 v. UPSF, Las Vegas, NV

On behalf of **Jason Roberts**, Union alleges a violation of **Article 5**, claiming that the Company violated the Collective Bargaining Agreement when it dispatched a foreign driver to Las Vegas on a lay down run over the top of approved meet and turns (7-8-09, 7-9-09, 7-10-09).

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

Chair Aaron called case NUPSF-10-060 Local 631 v. UPSF, Las Vegas, NV

On behalf of **all affected road drivers**, Union alleges a violation of **Article 5**, claiming that the Company violated the Collective Bargaining Agreement when it dispatched a foreign driver to Las

Vegas on a lay down run over the top of approved meet and turns (5-19-09).

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

Chair Aaron called case NUPSF-10-076 Local 542 v. UPSF, San Diego, CA

On behalf of **all affected line drivers**, Union alleges a violation of **Article 40**, claiming that the Company created a change of operation when they arbitrary decided to take away a line run from Teamsters Local 542 on June 22, 2009. The Company failed to comply with the CBA by failing to notify Local 542 of the change as well as failing to meet with the Local Union.

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