

06/15/10



**TEAMSTERS NATIONAL UPS FREIGHT
GRIEVANCE COMMITTEE**

MINUTE

**June 9 – 11, 2010
9:00 A.M.**

**HILTON PROVIDENCE
21 ATWELLS AVENUE
PROVIDENCE, RI**

The meeting was called to order by Chair McGaha

The following cases were WITHDRAWN WITH RIGHTS:

NUPSF-10-050: Local 104 v. UPSF, Phoenix, AZ
NUPSF-10-086: Local 776 v. UPSF, Harrisburg, PA
NUPSF-10-087: Local 776 v. UPSF, Harrisburg, PA

The following cases were POSTPONED:

NUPSF-10-001: Local 480 v. UPSF, Nashville, TN
NUPSF-10-025: Local 402 v. UPSF, Muscle Shoals, AL
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-10-054: 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-10-080: Local 533 v. UPSF, Reno, NV
NUPSF-10-092: Local 326 v. UPSF, New Castle, DE

NUPSF-10-098: Local 431 v. UPSF, Fresno, CA
NUPSF-10-100: Local 81 v. UPSF, Portland, OR
NUPSF-10-103: Local 728 v. UPSF, Atlanta, GA
NUPSF-10-104: Local 657 v. UPSF, San Antonio, TX
NUPSF-10-105: Local 745 v. UPSF, Dallas, TX
NUPSF-10-106: Local 512 v. UPSF, Jacksonville, FL

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-10-081: Local 769 v. UPSF, North Miami, FL
NUPSF-10-097: Local 200 v. UPSF, Milwaukee, WI

The following case was ON IN ERROR:

NUPSF-10-099: Local 174 v. UPSF, Tukwila, WA

Chair McGaha called case NUPSF-202-09 Local 79 v. UPSF, Tampa, FL
On behalf of **all affected employees**,
Union alleges a violation of **Articles 26,**
44, and 47, claiming the Company is
using sub-contractors, sleeper teams, to
run freight to Harrisburg, PA. The
bargaining unit previously moved this
freight. The Union requests all monies
due.

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

Chair McGaha called case NUPSF-203-09 Local 79 v. UPSF, Tampa, FL
On behalf of **Michael Ranocchia**, Union alleges a violation of **Articles 5, 26, and 44**, claiming the Company using drivers from other terminals to move Tampa freight while there are extra board driver to use for overflow freight. The Union requests all monies due.

DECISION: Case was SETTLED while in Executive Session.

Chair McGaha called case NUPSF-10-074 Local 104 v. UPSF, Phoenix, AZ
On behalf of **Matt Peterson on behalf of all affected employees**, Union alleges a violation of **Articles 18, 43, and 44**, claiming that the Company has implemented sleeper bids that are less than a forty (40) hour work week. In addition has subcontracted and is utilizing the rail on work that is bargaining unit work that has in the past and is currently running in both directions which resulted in a layoff. In addition other road drivers are in layoff status.

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

Chair McGaha called case NUPSF-10-079 Local 533 v. UPSF, Reno, NV
On behalf of **Josh Wilson**, Union alleges that the Company violated **Article 26, Sections 1(E) and 3 (C), Article 18, Section 4**, when the grievant filled in for Jack Bosley for week 9/21 – 9/26, however the grievant was not paid at the correct rate.

DECISION: Based on the facts presented, casual employees hired pre or post ratification will be paid in accordance with Article 18, Section 4.

Chair McGaha called case NUPSF-10-082 Local 104 v. UPSF, Phoenix, AZ
On behalf of **Rudy Larez**, Union alleges a violation of **Article 5, Section 8**, claiming that the Union discussed with the Company in November 2008 and again in December 2008 and ongoing

and the Company still not made the grievant (employee) full-time.

DECISION: Based on the facts presented, the grievance is denied. The Company shall provide a copy of the Hiring Requirement to the International Brotherhood of Teamsters.

Chair McGaha called case NUPSF-10-084 Local 776 v. UPSF, Harrisburg, PA
On behalf of **all affected employees**, Union alleges that the Company violated **Articles 29 and 44**, claiming that the week of 09/14/2009, the Company cut nine (9) loads off of bid jobs that were presently run by Harrisburg drivers. The Union requests return the work to the bargaining unit and all lost wages, varies by employees.

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

Chair McGaha called case NUPSF-10-085 Local 776 v. UPSF, Harrisburg, PA
On behalf of **all affected employees**, Union alleges that the Company violated **Article 18, Section 2, Articles 29 and 41**, claiming the week of 9/14/09, the Company cut multiple runs off of the teams and started to rail the work. This caused some bids to be less than the standards of the contract. The Union requests increase team runs to at least five (5) days per the contract and all lost wages, varies by employees.

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

Chair McGaha called case NUPSF-10-088 Local 707 v. UPSF, Newburgh, NY
On behalf of **Teamsters Local 707 on behalf of all affected members**, Union alleges that the Company violated **Article 29 and all related Articles**, claiming that the Company terminated a condition of employment (P/D drivers being able to take two (2) paid fifteen (15) minute breaks, one (1) in the AM and one (1) in the PM) in place on and

before April 7, 2008, the date of the signing of our current Agreement.

DECISION: Based on the facts presented in this case, the Newburgh P&D drivers shall receive two (2) ten (10) minute paid breaks.

Chair McGaha called case NUPSF-10-089 Local 707 v. UPSF, Bay Shore, NY
On behalf of **Joseph Ricco**, Union alleges a violation of **Article 18, Sections 2 and 3**, that the grievant is a Monday thru Friday P&D driver, he was called in for extra work on Sunday, November 15, 2009. He worked Sunday, Monday, Tuesday, Wednesday and Thursday of the same week. The grievant requested and was paid for a vacation day for Friday. The Company paid the grievant straight time no the overtime rate for hours worked on Sunday, November 15, 2009. The Union requests that the grievant be paid overtime rate not the straight time rate for all hours worked on November 15, 2009.

DECISION: Based on the facts presented, the grievant to be paid four (4) straight time hour. This case sets NO PRECEDENT, NO REFERENCE.

Chair McGaha called case NUPSF-10-090 Local 776 v. UPSF, Harrisburg, PA
On behalf of **all affected employees**, Union alleges that the Company violated **Article 26, Section 4**, claiming the driver was shut down due to a snow storm. The Company paid the driver for thirty-six (36) hours and later took twenty (20) hours back. The Union requests drivers are to be paid for all time in the service of the Employer and the twenty (20) hours should be paid back to Jim Warnick.

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

Chair Sawyer called case NUPSF-10-091 Local 776 v. UPSF, Harrisburg, PA
On behalf of **all affected employees**, Union alleges that the Company violated

Articles 40, 43 and 44, claiming the Company cut three (3) scheduled bid relays to Jane Lew, WVA, therefore, creating a loss of work to the Mechanicsburg domicile. The Union requests all sub-contracted work should be returned to the Mechanicsburg drivers and the drivers be made whole for all lost wages and benefits.

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

Chair Sawyer called case NUPSF-10-093: Local 651 v. UPSF, Lexington, KY
On behalf of **all affected employees**, Union alleges that the Company violated **Article 40, Article 20, Section 1 and Article 38, Section 1**, this is a steward's grievance filed on behalf of all affected members at the Lexington, KY Service Center. With the loss of the following runs on bids completed 2-8-10 the Company has violated Article 40 of the current UPS Freight Agreement: Lex 075, 076, 077, 078 and 136. The Union requests to have the runs reinstated and members be made whole in all ways and the Company to comply with **Article 40**.

DECISION: Based on the facts presented, the grievance is denied, NO PRECEDENT, NO REFERENCE.

Chair Sawyer called case NUPSF-10-094 Local 406 v. UPSF, Grand Rapids, MI
On behalf of **Daniel Lemanski on behalf of self and bargaining unit**, Union alleges that the Company violated **Articles 5 and 44**, claiming that the bid driver in Detroit whose bid job was cancelled was sent to Grand Rapids to take the work of a Local 406 employee who bid extra board was left home, therefore, violated of the CBA and a locals jurisdiction. The Union requests miles for designated run.

DECISION: Case was SETTLED while in Executive Session.

Chair McGaha called case NUPSF-10-095 Local 413 v. UPSF, Columbus, OH
On behalf of **Charles Caplinger**, Union alleges a violation of **Article 16**, claiming that on February 26, 2010, the Company is in violation of **Article 16** by not sending me to a third party doctor. The Union requests to be made whole for all losses until the Company complies with the contract and returns me to work.

Heard with Case NUPSF-10-096 Local 413 v. UPSF, Columbus, OH
On behalf of **Charles Caplinger**, Union alleges a violation of **Article 16**, claiming that the Union presented a valid DOT card from a certified DOT doctor. The Union requests the Company to put the grievant back to gainful employment, to be reimbursed for any losses and to be made whole.

DECISION: Based on the facts presented, cases are DEADLOCKED.

Chair Sawyer called case NUPSF-10-101 Local 385 v. UPSF, Orlando, FL
On behalf of **Alex Farkas**, Union alleges that the Company violated **Articles 5, 18, 26, 41 and all that apply**, claiming the Company refuses to pay proper rate of pay for work performed on Sunday.

DECISION: Based on the facts presented, there is NO CONTRACT VIOLATION.

Chair Sawyer called case NUPSF-10-102 Local 385 v. UPSF, Orlando, FL
On behalf of **Alex Farkas**, Union alleges a violation of **Articles 5, 18, 26, 41 and all that apply**, claiming that the Company refuses to pay sleeper team drivers for any delays after fifteen (15) minutes per the Memorandum of Understanding.

DECISION: Based on the facts presented, the grievants will be allowed to bid off this run if they choose.

Chair Sawyer called case NUPSF-10-107: Local 385 v. UPSF, Orlando, FL
On behalf of **Alex Farkas**, Union alleges

that the Company violated **Articles 5, 18, 26, 41 and all that apply**, claiming the Company improperly paid grievants for work done in another class in excess of eight (8) hours a day and forty (40) hours per week.

DECISION: Based on the facts presented, the grievance is DENIED.