

03/16/12



**TEAMSTERS NATIONAL UPS FREIGHT  
GRIEVANCE COMMITTEE**

MINUTES

**March 7-9, 2012  
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**The following cases were SETTLED AND/OR WITHDRAWN:**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-10-075: Local 174 v. UPSF, Tukwila, WA  
NUPSF-10-132: Local 317 v. UPSF, East Syracuse, NY  
NUPSF-12-09: Local 528 v. UPSF, Ringgold, GA  
NUPSF-12-21: Local 104 v. UPSF, Phoenix, AZ

**The following cases were WITHDRAWN WITH RIGHTS:**

NUPSF-11-11: Local 745 v. UPSF, Dallas, TX  
NUPSF-11-64: Local 745 v. UPSF, Garland, TX  
NUPSF-12-02: Local 79 v. UPSF, Tampa, FL  
NUPSF-12-10: Local 667 v. UPSF, Memphis, TN

**The following cases were POSTPONED:**

NUPSF-10-038: Local 413 v. UPSF, Columbus, OH  
NUPSF-10-129: Local 391 v. UPSF, Morrisville, NC  
NUPSF-11-25: Local 988 v. UPSF, Houston, TX  
NUPSF-12-08: Local 988 v. UPSF, Houston, TX  
NUPSF-12-16: Local 391 v. UPSF, Wilmington, NC

NUPSF-12-23: Local 439 v. UPSF, Lathrop, CA  
NUPSF-12-26: Local 952 v. UPSF, Fullerton, CA  
NUPSF-12-27: Local 186 v. UPSF, Simi Valley, CA

**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-10-031: Local 519 v. UPSF, Knoxville, TN  
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  
NUPSF-11-49: Local 200 v. UPSF, Milwaukee, WI

NUPSF-11-50: Local 705 v. UPSF, Palatine, IL  
NUPSF-11-54: Local 707 v. UPSF, Bayshore, NY  
NUPSF-11-63: Local 745 v. UPSF, Irving, TX

Chair Sawyer 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. **(REDOCKETED)**

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

Chair Grove called case NUPSF-11-51 Local 776 v. UPSF, Mechanicsburg, PA

On behalf of **all affected**, Union alleges that the Company is in violation of **Holiday MOU**, claiming that the Company did not pay teams that worked on the July 4<sup>th</sup> Holiday correctly. The Union requests that all affected be made whole for all lost wages and benefits.

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

Chair Grove called case NUPSF-11-52 Local 776 v. UPSF, Mechanicsburg, PA

On behalf of **all affected members**, the Union alleges that the Company violated **Article 5**, claiming that the Local Cartage employees that had CDL license before ratification should be forced to maintain their CDL or DOT card. The Union requests the Company cease and desist this practice.

**DECISION: Based on the facts presented, there is no specific case before this panel. However, any specific case in the future may be adjudicated in the future.**

Chair Sawyer called case NUPSF-11-65 Local 528 v. UPSF, Ringgold, GA

On behalf of **Stan Lee**, Union alleges a violation of **Article 44**, claiming Mr. Lee's bid run was cancelled and he did

not run on the day in question. Contract carrier on regular schedule should have been cut not Mr. Lee's run. The Union requests to be made whole for bid run.

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

Chair McGaha called case NUPSF-12-01

Local 79 v. UPSF, Tampa, FL

On behalf of **Randall Pierce**, Union alleges that the Company violated **Articles 5, 21 and 26**, claiming that the contract states if an employee loses his driving privilege for reasons other than a dischargeable offense, the employee will be given work in non-CDL (dock only) positions. The Company has non-CDL positions (dock) in Tampa, FL. The grievant already worked in this position (non-CDL) for approximately 5½ months prior to Company disqualifying him. The grievant took insulin for those 5½ months. The Union requests \$1,142.40 as of 10/05/11 and counting (\$23.80 hr. rate).

**DECISION: Based on the facts presented, case is DEADLOCKED, case is tied to NUPSF-10-095.**

Chair McGaha called case NUPSF-12-03

Local 480 v. UPSF, LaVergne, TN

On behalf of **Shaun Andrews**, Union alleges that the Company violated **Articles 5, 18, 20, 26, 38 and all that apply**, claiming that on 8/24/11 the Company ran a PDH driver to NSH empty to pull extra loads to Memphis. On arrival in MEM the PDH driver pulled empties back to PDH. The grievant was rested and available for dispatch but was not offered work. The Union requests \$334.28.

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

Chair McGaha called case NUPSF-12-04

Local 480 v. UPSF, LaVergne, TN

On behalf of **Shaun Andrews**, Union alleges that the Company violated **Articles 5, 18, 20, 26, 38 and all that apply**, claiming that on 7/5/11 the Company dispatched a PDH extra driver to pull loads from NSH to MEM when the grievant was rested and available for dispatch. On arrival in MEM the PDH extra driver was dispatched home with empties. The Union requests the grievant be paid \$321.33 for this improper dispatch.

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

Chair McGaha called case NUPSF-12-05

Local 480 v. UPSF, LaVergne, TN

On behalf of **Steve Pitt**, Union alleges that the Company violated **Articles 5, 18, 20, 26, 29, 38 and all that apply**, claiming the grievant is a NSH extra board driver. He was rested and available for dispatch and should have been utilized to pull extra loads from NSH to MEM prior to deadheading a BLG driver to NSH to pull loads to MEM. When the BLG driver arrived in MEM he was dispatched from MEM to BLG with empty trailers. The Union requests \$321.33.

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

Chair McGaha called case NUPSF-12-06

Local 480 v. UPSF, LaVergne, TN

On behalf of **Tim Reasonover**, Union alleges that the Company violated **Articles 5, 18, 20, 26, 38 and all that apply**, claiming that on 4/27/11 the Company ran a PDH driver to NSH empty to pull extra loads to Memphis. On arrival in MEM the PDH driver pulled empties back to PDH. The grievant was rested and available for dispatch but

was not offered work. The Union requests \$316.11.

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

Chair McGaha called case NUPSF-12-07 Local 728 v. UPSF, Atlanta, GA  
On behalf of **Michael A. Brown**, Union alleges that the Company violated **Article 5 and all that apply**, claiming all opportunity for premium pay should be offered by seniority. The Union requests one (1) hour at overtime rate of pay.

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

Chair McGaha called case NUPSF-12-11 Local 600 v. UPSF, St. Louis, MO  
On behalf of **Myles Khoary**, Union alleges that the Company violated **Article 5**. The Union is grieving that Local Cartage workers on inbound/mini-hub shift with less seniority are being scheduled one hour before me when out bid times are the same. This violates the seniority rights. The Union requests to be offered the 11pm start time.

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

Chair McGaha called case NUPSF-12-12 Local 710 v. UPSF, South Holland, IL  
On behalf of **Tom Coffey**, Union alleges that the Company violated **Article 44**. UPS Freight violated the CBA by cutting run SOH 047 and subcontracting work. The Union requests run to be reinstated and drivers to be made whole for all losses.

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

Chair McGaha called case NUPSF-12-13 Local 710 v. UPSF, South Holland, IL  
On behalf of **Tom Coffey**, Union alleges that the Company violated **Article 44**. UPS Freight violated the CBA by cutting run SOH 053 and subcontracting work. The Union requests run to be reinstated

and drivers to be made whole for all losses.

**DECISION: Based on the facts presented, this case is referred back for the Company and Union to review tonnage from the August cut.**

Chair McGaha called case NUPSF-12-14 Local 710 v. UPSF, South Holland, IL  
On behalf of **Tom Coffey**, Union alleges that the Company violated **Article 44**. UPS Freight violated the CBA by cutting run SOH 305 and subcontracting work. The Union requests run to be reinstated and drivers to be made whole for all losses.

**DECISION: Based on the facts presented, this case is referred back for the Company and Union to review tonnage from the August cut.**

Chair McGaha called case NUPSF-12-15 Local 406 v. UPSF, Cadillac, MI  
On behalf of **Robert Cieslak**, Union alleges that the Company violated **Article 26**. The Union is grieving that the Company reduced the grievant's pay when going from a casual to full-time employee with the Company. The Union requests the grievant to be made whole.

**DECISION: Based on the facts presented, the grievance is denied. However, in this instant case the grievant will be allowed to return to part-time with no back pay.**

Chair Grove called case NUPSF-12-17 Local 641 v. UPSF, Carlstadt, NJ  
On behalf of **Robert S. Popovitch**, Union alleges that the Company is in violation of **Articles 43 and 44**, claiming that the Company continues to use sub-contractors both road and local cartage, while reducing bids, trips or runs, that resulted in layoffs. The Union requests all lost wages and benefits.

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

Chair Grove called case NUPSF-12-18 Local 641 v. UPSF, Moonachie, NJ  
On behalf of **Jan Katz**, Union alleges that the Company is in violation of **Articles 43 and 44**, claiming that the

Company continues to use sub-contractors both road and local cartage, while reducing bids, trips or runs, that resulted in layoffs. The Union requests all lost wages and benefits.

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

Chair Grove called case NUPSF-12-19

Local 707 v. UPSF, Montgomery, NY  
On behalf of **Teamsters Local 707 on behalf of all affected members**, Union alleges that the Company is in violation of **Articles 29, 44, and all that apply**, claiming that the Company is subcontracting work in the road classification to subcontractors, work formally performed by the NBR road drivers on meet turns at Dubois, PA (Bid #NBR 042) who are moving loads from NBR to Columbus, Ohio (CMS), Memphis, TN and points West, in both directions. The Union requests all lost wages and benefits.

Heard with case NUPSF-12-20

Local 707 v. UPSF, Montgomery, NY  
On behalf of **Teamsters Local 707 on behalf of all affected members**, Union alleges that the Company is in violation of **Articles 29, 44, and all that apply**, claiming that the Company is subcontracting work in the road classification to subcontractors, work formally performed by the NBR road drivers on meet turns at Brookville, PA (Bid #NBR 017) who are moving loads from NBR to Columbus, Ohio (CMS), in both directions. The Union requests all lost wages and benefits.

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

Chair Grove called case NUPSF-12-22

Local 104 v. UPSF, Phoenix, AZ  
On behalf of **Manny Franco, et al.**, Union alleges a violation of **Articles 5, 18, 29 and 41**, claiming the Company has broken the agreement of geographical bid routes by separating



the Prescott bid route into two (2) separate bids comprising a Monday-Wednesday-Friday and Tuesday-Thursday bids.

**DECISION: Based on the facts presented, this case is referred back to the parties for possible resolution, this Committee retains jurisdiction.**

Chair Grove called case NUPSF-12-24

Local 431 v. UPSF, Fresno, CA  
On behalf of **Steve Bates**, Union alleges a violation of **Article 18, Section 3**, claiming Steve Bates is an extra board driver with a 4am start time Tuesday-Thursday at the FRE terminal in Fresno, CA. On Sunday, 7/3/11 Steve was on a line run returning from Reno, NV and was not paid the overtime rate of pay. The Union requests all lost wages and benefits.

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

Chair Grove called case NUPSF-12-25

Local 431 v. UPSF, Fresno, CA  
On behalf of **Mike Prothro**, Union alleges that the Company violated **Articles 5, 18 and 20**. On 7/26/11 Mike Prothro was not offered other line work when his run was cancelled. Mike's bid work was assigned to a RIA Extra Board Alfonso Perez. It is the Union's position that the work performed by Alfonso Perez was Mike Prothro's bid work. The Union requests all lost wages and benefits.

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

Chair Sawyer called case NUPSF-12-28

Local 542 v. UPSF, San Diego, CA  
On behalf of **Joseph Humes**, Union alleges that the Company violated **Article 5, Section 1**, claiming the Company violated Article 5 on several different occasions brother Humes was denied work over a casual. The Union requests difference of lost wages and benefits.

**DECISION: Based on the facts presented in this instant case, the grievant is to be paid forty (40) hours. This case sets no precedent.**

Chair Grove called case NUPSF-12-29

Local 431 v. UPSF, Fresno, CA

On behalf of **Robert Lopez**, Union alleges that the Company violated **Article 5**. On 11/1/11 a San Jose Extra Board driver bringing in empty trailers and taking out loaded trailers that originated in the FRE terminal. This is FRE bargaining unit work. It is the Union's position that the work performed by foreign driver Enrique Zarate should have been performed by Robert Lopez. The Union requests all lost wages and benefits.

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