

03/14/14



**TEAMSTERS NATIONAL UPS FREIGHT
GRIEVANCE COMMITTEE**

MINUTE

**March 4 – 6, 2014
5:00 P.M.**

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

The meeting was called to order by Chair Aaron

The following cases were SETTLED AND/OR WITHDRAWN:

NUPSF-10-004:	Local 480 v. UPSF, Nashville, TN
NUPSF-10-011:	Local 745 v. UPSF, Dallas, TX
NUPSF-12-16:	Local 391 v. UPSF, Greensboro, NC
NUPSF-12-46:	Local 87 v. UPSF, Bakersfield, CA
NUPSF-12-47:	Local 87 v. UPSF, Bakersfield, CA
NUPSF-13-21:	Local 667 v. UPSF, Memphis, TN
NUPSF-13-26:	Local 988 v. UPSF, Houston, TX
NUPSF-14-03:	Local 745 v. UPSF, Irving, TX
NUPSF-14-25:	Local 174 v. UPSF, Tukwila, WA

The following cases were POSTPONED:

NUPSF-13-15:	Local 174 v. UPSF, Tukwila, WA
NUPSF-13-27:	Local 480 v. UPSF, Lavergne, TN
NUPSF-14-02:	Local 612 v. UPSF, Trussville, AL
NUPSF-14-04:	Local 745 v. UPSF, Dallas, TX

NUPSF-14-15: Local 385 v. UPSF, Ocoee, FL
 NUPSF-14-16: Local 385 v. UPSF, Ocoee, FL
 NUPSF-14-17: Local 385 v. UPSF, Ocoee, FL
 NUPSF-14-18: Local 385 v. UPSF, Ocoee, FL

The following cases were put on COMMITTEE HOLD:

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-10-031: 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-10-057: Local 483 v. UPSF, Boise, ID
 NUPSF-10-073: Local 104 v. UPSF, Phoenix, AZ
 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-10-124: Local 385 v. UPSF, Ocoee, FL
 NUPSF-10-133: Local 63 v. UPSF, Fontana, CA
 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-11-34: 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
 NUPSF-12-23: Local 439 v. UPSF, Lathrop, CA
 NUPSF-12-33: Local 17 v. UPSF, Grand Junction, CO
 NUPSF-13-12: Local 104 v. UPSF, Phoenix, AZ
 NUPSF-14-22: Local 413 v. UPSF, Columbus, OH

The following cases were ON IN ERROR:

NUPSF-13-24: Local 988 v. UPSF, Houston, TX
 NUPSF-14-01: Local 769 v. UPSF, Miami, FL

Chair Aaron called Case NUPSF-13-06

Local 63 v. UPSF, LAX, CA

On behalf of **Alfredo Barba**, Union alleges that the Company is in violation of **Articles 5 and 18**, claiming that the Company abolished full-time bids. The Union requests to have bids reinstated

and requests to pay employees 90% 8 hours.

DECISION: Based on the facts presented in the instant case, the five (5) grievants shall be paid twenty-five (25) straight time hours. This case sets no precedent and non-referenceable.

Chair Aaron called Case NUPSF-13-25

Local 988 v. UPSF, Houston, TX

On behalf of **George Koch**, Union alleges a violation of **Articles 5 and 26**. The grievant feels any work over eight (8) hours on Buffalo run should be paid at the overtime rate of pay.

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

Chair Guerrero Called case NUPSF-14-05

Local 745 v. UPSF, Irving, TX

On behalf of **Mike Watkins**, Union alleges that the Company is in violation of **Article 25, Section 4 and Article 3**, claiming the Company cannot discipline or deprive conditions of employment because individual uses FMLA. The Union request eight (8) hours.

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

Chair Guerrero called Case NUPSF-14-06

Local 667 v. UPSF, Memphis, TN

On behalf of **James Shipp**, Union alleges that the Company is in violation of **Article 27, Section 1.19, Article 5, Section 1 and Article 6, Section 2**, claiming Local Union 667 never received information on test to prove positive and grievant was taken out of service by letter that stated Article 35 and Article 35. The Union request \$13,980.80 plus benefits.

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

Chair Guerrero called Case NUPSF-14-07

Local 667 v. UPSF, Memphis, TN

On behalf of **Melvin Stigall**, Union alleges that the Company is in violation of **Article 25, Section 4, Article 26,**

Section 1 and Article 29, claiming grievant was not paid for holiday, grievant worked the posted bid work week grievant entitled to holiday pay and benefits. The Union request \$200.80 plus benefits.

Heard with Case NUPSF-14-08

Local 667 v. UPSF, Memphis, TN

On behalf of **Tamara Dukes**, Union alleges that the Company is in violation of **Article 25, Section 4, Article 26, Section 1 and Article 29**, claiming grievant was not paid for holiday, grievant worked the posted bid work week grievant entitled to holiday pay and benefits. The Union request \$200.80 plus benefits.

Case NUPSF-14-09

Local 667 v. UPSF, Memphis, TN

On behalf of **Phillip Grant**, Union alleges that the Company is in violation of **Article 25, Section 4, Article 26, Section 1 and Article 29**, claiming grievant was not paid for holiday, grievant worked the posted bid work week grievant entitled to holiday pay and benefits. The Union request \$200.80 plus benefits.

Case NUPSF-14-10

Local 667 v. UPSF, Memphis, TN

On behalf of **Gil Whitelow**, Union alleges that the Company is in violation of **Article 25, Section 4, Article 26, Section 1 and Article 29**, claiming grievant was not paid for holiday, grievant worked the posted bid work week grievant entitled to holiday pay and benefits. The Union request \$200.80 plus benefits.

Case NUPSF-14-11

Local 667 v. UPSF, Memphis, TN

On behalf of **Cory Thomsen**, Union alleges that the Company is in violation of **Article 25, Section 4, Article 26,**

Section 1 and Article 29, claiming grievant was not paid for holiday, grievant worked the posted bid work week grievant entitled to holiday pay and benefits. The Union request \$200.80 plus benefits.

DECISION: Based on the facts presented, the claim of the Union is allowed, these cases set no precedence.

Chair Guerrero called case NUPSF-14-12 Local 512 v. UPSF, Jacksonville, FL
On behalf of **John Wright**, Union alleges that the Company is in violation of **Articles 18 and 26**, claiming grievant, a road driver, completed his bid run, performed extra city work upon his return to home domicile. The grievant was paid straight time and not contractual overtime rate. The Union request \$19.37 at overtime rate.

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

Chair Guerrero called case NUPSF-14-13 Local 512 v. UPSF, Jacksonville, FL
On behalf of **Mike Crosby**, Union alleges that the Company is in violation of **Articles 5 and 18**, claiming part-time employees were brought in three (3) hours prior to full-time employees for inbound shift. Thereby giving them a greater earning potential for the day. The Union request three (3) hours at overtime rate

Heard with Case NUPSF-14-14 Local 512 v. UPSF, Jacksonville, FL
On behalf of **Sam Combs**, Union alleges that the Company is in violation of **Articles 5 and 18**, claiming part-time employees were brought in two (2) hours prior to full-time employees for inbound shift. Thereby giving them a greater earning potential for the day. The Union request two (2) hours at overtime rate.

DECISION: Based on the facts presented, the claims allowed three (3) hours overtime for Crosby and two (2) hours overtime for Combs .

Chair Aaron called case NUPSF-14-19

Local 90 v. UPSF, Des Moines, IA

On behalf of **David Watt**, Union alleges that the Company violated **Article 44**, that the Company is utilizing contract carrier to perform local cartage work from C&S Distributing and claiming an economic advantage and lack of two way freight. The Union does not believe that either reason is a valid contractual justification to subcontract local cartage work.

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

Chair Guerrero called case NUPSF-14-20

Local 710 v. UPSF, South Holland, IL

On behalf of **John Flesher**, Union alleges a violation of **Articles 5, 18, 42 and 43**, claiming it's a pilot case of freight being railed instead of drivers being used.

DECISION: Based on the facts presented, this case is referred back to the parties to exchange all information and any possible settlement. This Committee retains jurisdiction.

Chair Guerrero called case NUPSF-14-21

Local 710 v. UPSF, South Holland, IL

On behalf of **Brian Lillie**, Union alleges that the Company violated **Article 18, Sections 2 and 3**, claiming on August 3, 2013, the grievant had worked seven (7) consecutive days, he was paid overtime and not his mileage for those days.

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

Chair Szloch called case NUPSF-14-23

Local 509 v. UPSF, Gaffney, SC

On behalf of **Henry Jones**, Union alleges that the Company violated **Articles 5, 13 and 26**, claiming that on July 1, 2012, the grievant was a CDL/Dock employee making \$24.65 plus .35, total \$25.00 an hour. On

August 3, 2012, the grievant bid into jockey and should be paid \$24.90 plus .20 for CDL, a total of \$25.10 an hour. The Union requests .20 an hour for all hours worked.

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

Chair Szloch called case NUPSF-14-24

Local 174 v. UPSF, Tukwila, WA

On behalf of **Local Union 174**, Union alleges that the Company violated **Article 29**, claiming that the Company has changed a long standing practice of allowing employees to return to their vehicles after they are on the clock to retrieve their personal belongings.

DECISION: Based on the facts presented, case is referred back to the parties for resolution, this panel holds jurisdiction.

Chair Szloch called case NUPSF-14-26

Local 431 v. UPSF, Fresno, CA

On behalf of **Chris Bonjorni**, Union alleges that the Company violated **Article 5 and all that apply**, claiming on February 23, 2013, an owner operator came into the Fresno yard with an empty, dropped it and picked up a loaded trailer and the grievant's bid was cut and work was given to someone else. Union requests a cease and desists and to make the grievant whole for all lost wages and benefits.

DECISION: Based on the facts presented, case is referred back to the parties for resolution for thirty (30) days, this panel holds jurisdiction.

Chair Szloch called case NUPSF-14-27

Local 431 v. UPSF, Fresno, CA

On behalf of **Christina Hernandez**, Union alleges that the Company violated **Article 18, Section 4 and all that apply**, claiming on February 25, 2013, the grievant began a long term hold down for Jetaime Littlefield, because of this is a full-time position, the grievant should have been paid an hourly rate commensurate. The Union requests that

the grievant be made whole for all lost wages and benefits.

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

Chair Aaron called case NUPSF-14-28

Local 431 v. UPSF, Fresno, CA

On behalf of **Chris Bonjorni**, Union alleges that the Company violated **Articles 5, 21 and all that apply**, claiming that the grievant is not being given the opportunity to work the dock ahead of the casuals. The Union requests that the grievant be made whole for all lost wages and benefits.

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