

10/29/10

**TEAMSTERS UNITED PARCEL SERVICE
NATIONAL GRIEVANCE COMMITTEE**

MINUTES

**October 11 - 14, 2010
3:00 P.M.**

**HILTON SAN DIEGO
1775 EAST MISSION BAY
SAN DIEGO, CA 92109**

The meeting was called to order by Chair McCabe

The following cases were SETTLED AND/OR WITHDRAWN:

N-09-42: Local 901 v. UPS, San Juan, PR
N-09-58: Local 638 v. UPS, Minneapolis, MN
N-09-59: Local 638 v. UPS, Minneapolis, MN
N-09-82: Local 804 v. UPS, Long Island City, NY
N-09-201: Local 177 v. UPS, Hillside, NJ
N-09-219: Local 150 v. UPS, Sacramento, CA
N-09-284: Local 804 v. UPS, Long Island City, NY
N-09-348: Local 804 v. UPS, Long Island City, NY
N-10-28: Local 509 v. UPS, Cayce, SC
N-10-29: Local 509 v. UPS, Cayce, SC
N-10-133: Local 413 v. UPS, Columbus, OH
N-10-144: Local 63 v. UPS, Rialto, CA
N-10-186: Local 639 v. UPS, Washington, DC
N-10-187: Local 639 v. UPS, Washington, DC
N-10-189: Local 901 v. UPS, San Juan, PR
N-10-190: Local 177 v. UPS, Hillside, NJ
N-10-206: Local 63 v. UPS, Rialto, CA
N-10-207: Local 63 v. UPS, Rialto, CA
N-10-209: Local 162 v. UPS, Portland, OR
N-10-244: Local 804 v. UPS, Long Island City, NY
N-10-245: Local 804 v. UPS, Long Island City, NY

N-10-246: Local 804 v. UPS, Long Island City, NY
N-10-247: Local 804 v. UPS, Long Island City, NY
N-10-248: Local 804 v. UPS, Long Island City, NY
N-10-249: Local 804 v. UPS, Long Island City, NY
N-10-250: Local 804 v. UPS, Long Island City, NY
N-10-251: Local 804 v. UPS, Long Island City, NY
N-10-252: Local 804 v. UPS, Long Island City, NY
N-10-253: Local 804 v. UPS, Long Island City, NY
N-10-254: Local 804 v. UPS, Long Island City, NY
N-10-255: Local 804 v. UPS, Long Island City, NY
N-10-256: Local 804 v. UPS, Long Island City, NY
N-10-257: Local 804 v. UPS, Long Island City, NY
N-10-258: Local 804 v. UPS, Long Island City, NY
N-10-259: Local 804 v. UPS, Long Island City, NY
N-10-260: Local 804 v. UPS, Long Island City, NY
N-10-268: Local 63 v. UPS, Rialto, CA
N-10-270: Local 2785 v. UPS, San Francisco, CA
N-10-279: Local 639 v. UPS, Washington, DC
N-10-280: Local 639 v. UPS, Washington, DC
N-10-281: Local 639 v. UPS, Washington, DC
N-10-290: Local 449 v. UPS, Buffalo, NY
N-10-291: Local 449 v. UPS, Buffalo, NY
N-10-292: Local 449 v. UPS, Buffalo, NY
N-10-293: Local 449 v. UPS, Buffalo, NY
N-10-294: Local 449 v. UPS, Buffalo, NY
N-10-296: Local 449 v. UPS, Buffalo, NY
N-10-301: Local 249 v. UPS, Pittsburgh, PA
N-10-302: Local 249 v. UPS, Pittsburgh, PA
N-10-303: Local 249 v. UPS, Pittsburgh, PA
N-10-306: Local 533 v. UPS, Reno, NV
N-10-312: Local 89 v. UPS, Louisville, KY
N-10-322: Local 767 v. UPS, Forest Hill, TX
N-10-323: Local 767 v. UPS, Forest Hill, TX
N-10-324: Local 767 v. UPS, Forest Hill, TX
N-10-325: Local 767 v. UPS, Forest Hill, TX
N-10-326: Local 767 v. UPS, Forest Hill, TX
N-10-352: Local 948 v. UPS, Visalia, CA
N-10-366: Local 177 v. UPS, Hillside, NJ
N-10-375: Local 177 v. UPS, Hillside, NJ
N-10-377: Local 177 v. UPS, Hillside, NJ
N-10-378: Local 177 v. UPS, Hillside, NJ
N-10-379: Local 177 v. UPS, Hillside, NJ
N-10-380: Local 177 v. UPS, Hillside, NJ
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N-10-397: Local 177 v. UPS, Hillside, NJ
N-10-398: Local 177 v. UPS, Hillside, NJ
N-10-399: Local 177 v. UPS, Hillside, NJ
N-10-400: Local 177 v. UPS, Hillside, NJ
N-10-401: Local 177 v. UPS, Hillside, NJ
N-10-402: Local 177 v. UPS, Hillside, NJ
N-10-403: Local 177 v. UPS, Hillside, NJ
N-10-404: Local 177 v. UPS, Hillside, NJ
N-10-405: Local 177 v. UPS, Hillside, NJ
N-10-406: Local 177 v. UPS, Hillside, NJ
N-10-407: Local 177 v. UPS, Hillside, NJ
N-10-409: Local 177 v. UPS, Hillside, NJ

The following cases were WITHDRAWN WITH RIGHTS:

N-10-210: Local 162 v. UPS, Portland, OR
N-10-228: Local 30 v. UPS, Jeannette, PA

The following cases were POSTPONED:

N-08-57: Local 385 v. UPS, Orlando, FL
N-08-79: Local 177 v. UPS, Hillside, NJ
N-09-57: Local 70 v. UPS, Oakland, CA
N-09-182: Local 177 v. UPS, Hillside, NJ
N-09-191: Local 177 v. UPS, Hillside, NJ
N-09-192: Local 177 v. UPS, Hillside, NJ
N-09-194: Local 177 v. UPS, Hillside, NJ
N-09-244: Local 177 v. UPS, Hillside, NJ
N-09-263: Local 70 v. UPS, Oakland, CA
N-09-319: Local 61 v. UPS, Asheville, NC
N-09-323: Local 901 v. UPS, San Juan, PR
N-09-362: Local 177 v. UPS, Hillside, NJ
N-10-12: Local 693 v. UPS, Binghamton, NY
N-10-89: Local 449 v. UPS, Buffalo, NY
N-10-105: Local 170 v. UPS, Worcester, MA

N-10-109: Local 177 v. UPS, Hillside, NJ
N-10-110: Local 174 v. UPS, Tukwila, WA
N-10-111: Local 177 v. UPS, Hillside, NJ
N-10-120: Local 177 v. UPS, Hillside, NJ
N-10-130: Local 177 v. UPS, Hillside, NJ
N-10-136: Local 70 v. UPS, Oakland, CA
N-10-168: Local 177 v. UPS, Hillside, NJ
N-10-171: Local 533 v. UPS, Reno, NV
N-10-177: Local 177 v. UPS, Hillside, NJ
N-10-183: Local 251 v. UPS, East Providence, RI
N-10-185: Local 61 v. UPS, Asheville, NC
N-10-188: Local 326 v. UPS, New Castle, DE
N-10-191: Local 177 v. UPS, Hillside, NJ
N-10-192: Local 177 v. UPS, Hillside, NJ
N-10-194: Local 177 v. UPS, Hillside, NJ
N-10-195: Local 177 v. UPS, Hillside, NJ
N-10-197: Local 177 v. UPS, Hillside, NJ
N-10-198: Local 177 v. UPS, Hillside, NJ
N-10-199: Local 901 v. UPS, San Juan, PR
N-10-204: Local 2 v. UPS, Missoula, MT
N-10-216: Local 162 v. UPS, Portland, OR
N-10-220: Local 177 v. UPS, Hillside, NJ
N-10-221: Local 177 v. UPS, Hillside, NJ
N-10-222: Local 177 v. UPS, Hillside, NJ
N-10-224: Local 177 v. UPS, Hillside, NJ
N-10-225: Local 177 v. UPS, Hillside, NJ
N-10-241: Local 177 v. UPS, Hillside, NJ
N-10-242: Local 177 v. UPS, Hillside, NJ
N-10-267: Local 70 v. UPS, Oakland, CA
N-10-269: Local 174 v. UPS, Tukwila, WA
N-10-272: Local 964 v. UPS, Brook Park, OH
N-10-274: Local 633 v. UPS, Manchester, NH
N-10-275: Local 177 v. UPS, Hillside, NJ
N-10-276: Local 693 v. UPS, Binghamton, NY
N-10-278: Local 294 v. UPS, Albany, NY
N-10-282: Local 639 v. UPS, Washington, DC
N-10-283: Local 639 v. UPS, Washington, DC
N-10-284: Local 449 v. UPS, Buffalo, NY
N-10-285: Local 294 v. UPS, Albany, NY
N-10-286: Local 294 v. UPS, Albany, NY
N-10-287: Local 294 v. UPS, Albany, NY
N-10-288: Local 294 v. UPS, Albany, NY
N-10-289: Local 294 v. UPS, Albany, NY
N-10-295: Local 449 v. UPS, Buffalo, NY
N-10-300: Local 639 v. UPS, Washington, DC
N-10-310: Local 449 v. UPS, Buffalo, NY

N-10-311: Local 455 v. UPS, Denver, CO
N-10-314: Local 41 v. UPS, Kansas City, MO
N-10-415: Local 710 v. UPS, Chicago, IL
N-10-416: Local 710 v. UPS, Chicago, IL
N-10-417: Local 710 v. UPS, Chicago, IL

The following cases were put on COMMITTEE HOLD:

N-07-176: Local 70 v. UPS, Oakland, CA
N-07-180: Local 767 v. UPS, Forest Hill, TX
N-07-230: Local 70 v. UPS, Oakland, CA
N-08-33: Local 162 v. UPS, Portland, OR
N-08-104: Local 70 v. UPS, Oakland, CA
N-09-17: Local 177 v. UPS, Hillside, NJ
N-09-37: Local 542 v. UPS, San Diego, CA
N-09-39: Local 533 v. UPS, Reno, NV
N-09-153: Local 542 v. UPS, San Diego, CA
N-09-155: Local 693 v. UPS, Binghamton, NY
N-09-156: Local 355 v. UPS, Salisbury, MD
N-09-195: Local 992 v. UPS, Hagerstown, MD
N-09-213: Local 317 v. UPS, Syracuse, NY
N-09-217: Local 174 v. UPS, Tukwila, WA
N-09-218: Local 70 v. UPS, Oakland, CA
N-09-222: Local 63 v. UPS, Rialto, CA
N-09-223: Local 2785 v. UPS, San Francisco, CA
N-09-229: Local 991 v. UPS, Mobile, AL
N-09-231: Local 769 v. UPS, North Miami, FL
N-09-258: Local 992 v. UPS, Hagerstown, MD
N-09-367: Local 70 v. UPS, Oakland, CA
N-09-368: Local 70 v. UPS, Oakland, CA
N-09-369: Local 70 v. UPS, Oakland, CA
N-09-398: Local 70 v. UPS, Oakland, CA
N-10-124: Local 177 v. UPS, Hillside, NJ
N-10-129: Local 519 v. UPS, Knoxville, TN
N-10-172: Local 533 v. UPS, Reno, NV
N-10-173: Local 533 v. UPS, Reno, NV
N-10-230: Local 638 v. UPS, Minneapolis, MN
N-10-235: Local 70 v. UPS, Oakland, CA
N-10-236: Local 70 v. UPS, Oakland, CA
N-10-237: Local 70 v. UPS, Oakland, CA
N-10-238: Local 70 v. UPS, Oakland, CA
N-10-239: Local 70 v. UPS, Oakland, CA
N-10-240: Local 70 v. UPS, Oakland, CA
N-10-261: Local 480 v. UPS, Nashville, TN
N-10-262: Local 480 v. UPS, Nashville, TN
N-09-286: Local 449 v. UPS, Buffalo, NY
N-09-297: Local 355 v. UPS, Baltimore, MD

N-09-313: Local 771 v. UPS, Lancaster, PA
N-09-322: Local 118 v. UPS, Rochester, NY
N-09-324: Local 597 v. UPS, South Barre, VT
N-09-325: Local 294 v. UPS, Albany, NY
N-10-327: Local 70 v. UPS, Oakland, CA
N-10-328: Local 70 v. UPS, Oakland, CA
N-10-329: Local 70 v. UPS, Oakland, CA
N-10-330: Local 70 v. UPS, Oakland, CA
N-10-331: Local 70 v. UPS, Oakland, CA
N-10-332: Local 70 v. UPS, Oakland, CA
N-09-345: Local 449 v. UPS, Buffalo, NY
N-10-03: Local 769 v. UPS, North Miami, FL
N-10-05: Local 769 v. UPS, North Miami, FL
N-10-06: Local 519 v. UPS, Knoxville, TN
N-10-07: Local 480 v. UPS, Nashville, TN
N-10-16: Local 391 v. UPS, Raleigh, NC
N-10-62: Local 61 v. UPS, Asheville, NC
N-10-88: Local 449 v. UPS, Buffalo, NY
N-10-96: Local 483 v. UPS, Boise, ID
N-10-205: Local 396 v. UPS, Covina, CA
N-10-234: Local 767 v. UPS, Forest Hill, TX
N-10-263: Local 480 v. UPS, Nashville, TN
N-10-264: Local 480 v. UPS, Nashville, TN
N-10-273: Local 326 v. UPS, New Castle, DE
N-10-297: Local 991 v. UPS, Mobile, AL
N-10-299: Local 480 v. UPS, Nashville, TN
N-10-408: Local 533 v. UPS, Reno, NV
N-10-410: Local 70 v. UPS, Oakland, CA
N-10-411: Local 70 v. UPS, Oakland, CA
N-10-412: Local 70 v. UPS, Oakland, CA
N-10-413: Local 70 v. UPS, Oakland, CA
N-10-414: Local 70 v. UPS, Oakland, CA

The following cases were referred to a WESTERN REGION SPECIAL DEADLOCK COMMITTEE:

N-10-202: Local 70 v. UPS, Oakland, CA
N-10-213: Local 104 v. UPS, Phoenix, AZ

The following case is tied to ARBITRATION in Case N-10-167:

N-09-386: Local 2785 v. UPS, San Francisco, CA

The following cases were ON IN ERROR:

N-09-364: Local 177 v. UPS, Hillside, NJ
N-10-211: Local 104 v. UPS, Phoenix, AZ
N-10-212: Local 104 v. UPS, Phoenix, AZ
N-10-227: Local 959 v. UPS, Anchorage, AK

N-10-232: Local 63 v. UPS, Rialto, CA
N-10-308: Local 63 v. UPS, Rialto, CA
N-10-354: Local 948 v. UPS, Visalia, CA

Chair McCabe called Case N-07-174: Local 70 v. UPS, Oakland, CA
On behalf of **Tom Geagan**, Union alleges violation of **Article 38, NMUPSA and Articles 7 and 17, NCSA**, claiming the Company did not adhere to a grievance settlement.

DECISION: This case was SETTLED during Executive Session.

Chair McCabe called Case N-10-203: Local 2 v. UPS, Missoula, MT
On behalf of **Jim Scollard, et al.**, Union alleges a violation of **Article 38**, claiming that the Company unilaterally changed Feeder operations by moving grievant Scollard's bid run from Bozeman, MT to Billings, MT (5/18/09 and ongoing).

DECISION: Based on the facts presented, THE GRIEVANCE IS DENIED.

Chair McCabe called Case N-10-266: Local 70 v. UPS, Oakland, CA
On behalf of **all affected employees**, Union alleges a violation of **Articles 1, 26 and 32**. The Company is violating contractual rights by subcontracting work and refusing to provide information [RC 1-10-012; UPR 9-09-68GG].

DECISION: Based on the facts presented, this CASE IS REFERRED BACK TO THE PARTIES FOR RESOLUTION. If not resolved within 30 days, this Panel holds jurisdiction.

Chair McCabe called Case N-10-271: Local 2785 v. UPS, San Francisco, CA
On behalf of **Fernando Sakai and Sergio Ruiz**, Union alleges that

the Company violated **Article 17 and Article 3, Section 3, NCSA**, claiming Direct Dealing and improper lay off.

DECISION: Based on the facts presented, this CASE IS REFERRED BACK TO THE PARTIES FOR RESOLUTION. If not resolved within 30 days, this Panel holds jurisdiction.

Chair McCabe called Case N-10-277: Local 177 v. UPS, Hillside, NJ
On behalf of **Juan Capote**, Union alleges that the Company violated **Article 37**, claiming grievant was screamed at, taunted and threatened by Supervisor Joe Paskas.

DECISION: Based on the facts presented, the COMPANY IS INSTRUCTED TO FOLLOW NMUPSA Article 37.

Chair McCabe called Case N-10-298: Local 728 v. UPS, Atlanta, GA
On behalf of **Ralph Holt**, Union alleges a violation of **Article 22, Section 2 and all others that apply**, claiming the Company did not re-fill a guaranteed 22.2 job. The Company is required to fill 22.2 jobs and they refused when Scott Rau retired.

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

Chair Hoyer called Case N-10-103: Local 952 v. UPS, Orange, CA
On behalf of **Ty Hunter**, Union alleges a violation of **Article 18, Section 1**, claiming Supervisors are directing drivers to park illegally.

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

Chair Keane called Case N-10-121: Local 150 v. UPS, Sacramento, CA
On behalf of **Hernandez**, Union alleges that the Company is in violation of **Article 44, Section 2.3**, handling of over 70 pound packages.

DECISION: Based on the facts presented, the CLAIM OF THE UNION IS UPHELD.

Chair Vinkler called Case N-10-127: Local 177 v. UPS, Hillside, NJ
On behalf of **Laura Proano**, Union alleges a violation of **Article 14**, claiming that the Company is not acting in a timely manner to provide an accommodation for grievant.

DECISION: Based on the facts presented, the CLAIM OF THE GRIEVANT IS DENIED.

Chair Hoyer called Case N-10-304: Local 991 v. UPS, Mobile, AL
On behalf of **Jeff Cook**, Union alleges a violation of **Article 18, Section 1**, claiming that the Company is instructing employees to operate golf carts, in violation of Florida Statutes.

DECISION: Based on the facts presented, case is REFERRED BACK.

Chair Vinkler called Case N-09-49: Local 177 v. UPS, Hillside, NJ
On behalf of **Anthony Poli**, Union alleges a violation of **Article 18** claiming the Company is putting grievant in an unsafe and dangerous work area (**REDOCKETED**).

DECISION: Based on the facts presented in this instant case, the CLAIM OF THE GRIEVANT IS DENIED.

Chair Keane called Case N-10-305: Local 63 v. UPS, Rialto, CA
On behalf of **Melissa Guevara Goss**, Union alleges a violation of **Article 16, Section 4**,

claiming the Company denied her a pregnancy accommodation.

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

Chair Hoyer called Case N-10-307: Local 162 v. UPS, Portland, OR
On behalf of **Paul Kaiser**, Union alleges a violation of **Article 16**, claiming that the Company refuses to take appropriate measures to return grievant to his driving duties (2009 and on going).

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

Chair Hoyer called Case N-10-309: Local 728 v. UPS, Atlanta, GA
On behalf of **Daniel Adam Barrett**, Union alleges a violation of **Articles 16, 20 and 35**, claiming a Company doctor forced grievant into the EAP program.

DECISION, Based on the facts presented in this instant case, there is NO CONTRACT VIOLATION.

Chair Rosentrater called Case N-10-231: Local 63 v. UPS, Rialto, CA
On behalf of **Jim Reed**, Union alleges that the Company violated **Article 43 Guidelines and all others that apply**. Grievant's work week on the week in question consisted of an ad hoc sleeper run, at 4,298 miles and one day local upon return. The day local was paid at straight time and the Union believes it should have been paid at time and one-half.

DECISION: This case was WITHDRAWN during Executive Session.

Chair Rosentrater called Case N-10-313: Local 222 v. UPS, Salt Lake City, UT
On behalf of **all affected feeders**, Union alleges a violation **Articles 26, 32, 43 and all others that apply**, claiming the Company violated the NMUPS Agreement when they permanently cancelled five (5) Wamsutter runs [(SW3, SW6, SW7, SW8, SWP1) NW 2010-03-056]

DECISION: This case was **WITHDRAWN WITH RIGHTS** during Executive Session.

Chair Rosentrater called Case N-08-421: Local 30 v. UPS, Jeannette, PA
On behalf of **Russell L. Booker, et al.**, Union alleges that the Company violated **Article 43 and all others that apply**. Drivers want pay for their 15 minute break without taking meal period (**Grievance #14625 - RE-DOCKETED**).

DECISION: This case was **REFERRED BACK TO THE PARTIES** without hearing the case.

Chair Rosentrater called Case N-10-315: Local 63 v. UPS, Rialto, CA
On behalf of **all affected employees**, Union alleges that the Company violated **Articles 17, 43 and Article 43 Guidelines**, claiming turn time needs to be calculated from actual arrival time.

DECISION: Based on the facts presented, this case is **REFERRED BACK** to the parties for possible settlement. This Panel retains jurisdiction.

Chair Rosentrater called Case N-10-316: Local 512 v. UPS, Jacksonville, FL
On behalf of **Billy Harris**,
Union alleges that the Company
violated **Articles 43 and 17**.
Grievant, a Sleeper Team
driver on a 4-10 schedule,
worked a sixth report and was
not paid the applicable
premium rate of pay for a
seventh day of work, as
outlined in the Article 43
Guidelines.

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

Chair Rosentrater called Case N-10-317: Local 512 v. UPS, Jacksonville, FL
On behalf of **Alan Hume**, Union
alleges that the Company
violated **Articles 43 and 17**
claiming grievant, a Sleeper
Team driver, was not paid for
delay time at intermediate
stop (9/3 and 9/17/09).

Heard with Case N-10-319: Local 512 v. UPS, Jacksonville, FL
On behalf of **Tim Register**,
Union alleges that the Company
violated **Articles 43 and 17**
claiming grievant, a Sleeper
Team driver, was not paid for
delay time at intermediate
stop.

and Case N-10-320: Local 512 v. UPS, Jacksonville, FL
On behalf of **Cliff Stoner**,
Union alleges that the Company
violated **Articles 43 and 17**
claiming grievant, a Sleeper
Team driver, was not paid for
delay time at intermediate
stop.

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

Chair Rosentrater called Case N-10-318: Local 512 v. UPS, Jacksonville, FL
On behalf of **Randy Logan**,
Union alleges that the Company
violated **Articles 43 and 17**
claiming grievant, a Sleeper
Team driver, completed his
scheduled weekly work but was
not paid double time for his
second extra report of that
week.

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

Chair Rosentrater called Case N-10-321: Local 512 v. UPS, Jacksonville, FL
On behalf of **Barry Timmons**,
Union alleges that the Company
violated **Articles 43 and 17**
claiming grievant, a Sleeper
Team driver, completed his
scheduled weekly work but was
not paid double time for his
second extra report of that
week.

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

Chair Gudim called Case N-10-333: Local 948 v. UPS, Visalia, CA
On behalf of **Kelly Camara**, Union
alleges a violation of **Article
37, Section 1(c)**. The Company
is refusing to pay penalties for
work over 9.5 hours and refuses
to reduce excessive overtime
(Week Ending 2/6/10).

Heard with N-10-334: Local 948 v. UPS, Visalia, CA
On behalf of **Lloyd Anderson**,
Union alleges a violation of
Article 37, Section 1(c). The
Company is refusing to pay
penalties for work over 9.5
hours and refuses to reduce
excessive overtime (Week Ending
1/9/10).

Case N-10-335: Local 948 v. UPS, Visalia, CA
On behalf of **Lloyd Anderson**,
Union alleges a violation of
Article 37, Section 1(c). The
Company is refusing to pay
penalties for work over 9.5
hours and refuses to reduce
excessive overtime (Week Ending
2/20/10).

Case N-10-336: Local 948 v. UPS, Visalia, CA
On behalf of **Lloyd Anderson**,
Union alleges a violation of
Article 37, Section 1(c). The
Company is refusing to pay
penalties for work over 9.5
hours and refuses to reduce
excessive overtime (Week Ending
2/27/10).

Case N-10-337: Local 948 v. UPS, Visalia, CA
On behalf of **Lloyd Anderson**,
Union alleges a violation of
Article 37, Section 1(c). The
Company is refusing to pay
penalties for work over 9.5
hours and refuses to reduce
excessive overtime (Week Ending
3/20/10).

Case N-10-338: Local 948 v. UPS, Visalia, CA
On behalf of **Lloyd Anderson**,
Union alleges a violation of
Article 37, Section 1(c). The
Company is refusing to pay
penalties for work over 9.5
hours and refuses to reduce
excessive overtime (Week Ending
(3/27/10).

Case N-10-339: Local 948 v. UPS, Visalia, CA
On behalf of **Lloyd Anderson**,
Union alleges a violation of
Article 37, Section 1(c). The
Company is refusing to pay

penalties for work over 9.5 hours and refuses to reduce excessive overtime (Week Ending 4/3/10).

Case N-10-340: Local 948 v. UPS, Visalia, CA
On behalf of **Lloyd Anderson**, Union alleges a violation of **Article 37, Section 1(c)**. The Company is refusing to pay penalties for work over 9.5 hours and refuses to reduce excessive overtime (Week Ending 4/17/10).

Case N-10-341: Local 948 v. UPS, Visalia, CA
On behalf of **Lloyd Anderson**, Union alleges a violation of **Article 37, Section 1(c)**. The Company is refusing to pay penalties for work over 9.5 hours and refuses to reduce excessive overtime (Week Ending 5/29/10).

Case N-10-342: Local 948 v. UPS, Visalia, CA
On behalf of **Lloyd Anderson**, Union alleges a violation of **Article 37, Section 1(c)**. The Company is refusing to pay penalties for work over 9.5 hours and refuses to reduce excessive overtime (Week Ending 6/5/10).

Case N-10-343: Local 948 v. UPS, Visalia, CA
On behalf of **Tim Parolini**, Union alleges a violation of **Article 37, Section 1(c)**. The Company is refusing to pay penalties for work over 9.5 hours and refuses to reduce excessive overtime (Weeks Ending 1/9/10, 1/16/10, 1/23/10 and 1/30/10).

- Case N-10-344: Local 948 v. UPS, Visalia, CA
On behalf of **Tim Parolini**, Union alleges a violation of **Article 37, Section 1(c)**. The Company is refusing to pay penalties for work over 9.5 hours and refuses to reduce excessive overtime (Week Ending 2/6/10).
- Case N-10-345: Local 948 v. UPS, Visalia, CA
On behalf of **Tim Parolini**, Union alleges a violation of **Article 37, Section 1(c)**. The Company is refusing to pay penalties for work over 9.5 hours and refuses to reduce excessive overtime (Week Ending 2/20/10).
- Case N-10-346: Local 948 v. UPS, Visalia, CA
On behalf of **Tim Parolini**, Union alleges a violation of **Article 37, Section 1(c)**. The Company is refusing to pay penalties for work over 9.5 hours and refuses to reduce excessive overtime (Week Ending 2/27/10).
- Case N-10-347: Local 948 v. UPS, Visalia, CA
On behalf of **Tim Parolini**, Union alleges a violation of **Article 37, Section 1(c)**. The Company is refusing to pay penalties for work over 9.5 hours and refuses to reduce excessive overtime (Week Ending 3/6/10).
- Case N-10-348: Local 948 v. UPS, Visalia, CA
On behalf of **Tim Parolini**, Union alleges a violation of **Article 37, Section 1(c)**. The Company is refusing to pay penalties for work over 9.5 hours and refuses to reduce excessive overtime (Week Ending 3/13/10).

Case N-10-349: Local 948 v. UPS, Visalia, CA
On behalf of **Tim Parolini**, Union
alleges a violation of **Article
37, Section 1(c)**. The Company
is refusing to pay penalties for
work over 9.5 hours and refuses
to reduce excessive overtime
(Week Ending 3/20/10).

Case N-10-350: Local 948 v. UPS, Visalia, CA
On behalf of **Tim Parolini**, Union
alleges a violation of **Article
37, Section 1(c)**. The Company
is refusing to pay penalties for
work over 9.5 hours and refuses
to reduce excessive overtime
(Week Ending 3/27/10).

Case N-10-351: Local 948 v. UPS, Visalia, CA
On behalf of **Tim Parolini**, Union
alleges a violation of **Article
37, Section 1(c)**. The Company
is refusing to pay penalties for
work over 9.5 hours and refuses
to reduce excessive overtime UP
05-0-24K (Week Ending 4/3/10).

Case N-10-353: Local 948 v. UPS, Visalia, CA
On behalf of **Tim Parolini**, Union
alleges a violation of **Article
37, Section 1(c)**. The Company
is refusing to pay penalties for
work over 9.5 hours and refuses
to reduce excessive overtime UPR
06-10-16M (Week Ending 4/10/10).

and Case N-10-355: Local 948 v. UPS, Visalia, CA
On behalf of **Tim Parolini**, Union
alleges a violation of **Article
37, Section 1(c)**. The Company
is refusing to pay penalties for
work over 9.5 hours and refuses
to reduce excessive overtime
(Week Ending 4/17/10).

**DECISION: Based on the facts presented, these cases are
REFERRED BACK to review the Center Dispatch and to see if there**

are options to reduce the Driver Dispatch, including adding a route, establishing a satellite or moving work to other drivers or centers. If the parties are unable to agree on an appropriate option, this Committee retains jurisdiction on this case.

Chair Gudim called Case N-10-356: Local 177 v. UPS, Hillside, NJ
On behalf of **Juan Ardura**, Union alleges the Company violated **Article 37 and all others that apply**, by failing to make a reasonable effort to reduce grievant's workday.

Heard with Case N-10-357: Local 177 v. UPS, Hillside, NJ
On behalf of **Eric Basile**, Union alleges the Company violated **Article 37 and all others that apply**, by failing to make a reasonable effort to reduce grievant's workday.

Case N-10-358: Local 177 v. UPS, Hillside, NJ
On behalf of **Roy Beck**, Union alleges the Company violated **Article 37 and all others that apply**, by failing to make a reasonable effort to reduce grievant's workday.

Case N-10-359: Local 177 v. UPS, Hillside, NJ
On behalf of **Aurelio Bernales**, Union alleges the Company violated **Article 37 and all others that apply**, by failing to make a reasonable effort to reduce grievant's workday.

Case N-10-360: Local 177 v. UPS, Hillside, NJ
On behalf of **Dimitrio Chamos**, Union alleges the Company violated **Article 37 and all others that apply**, by failing to make a reasonable effort to reduce grievant's workday.

- Case N-10-361: Local 177 v. UPS, Hillside, NJ
On behalf of **Gary Codner**, Union alleges the Company violated **Article 37 and all others that apply**, by failing to make a reasonable effort to reduce grievant's workday.
- Case N-10-362: Local 177 v. UPS, Hillside, NJ
On behalf of **Kevin Demasi**, Union alleges the Company violated **Article 37 and all others that apply**, by failing to make a reasonable effort to reduce grievant's workday.
- Case N-10-363: Local 177 v. UPS, Hillside, NJ
On behalf of **Charles Demesmin**, Union alleges the Company violated **Article 37 and all others that apply**, by failing to make a reasonable effort to reduce grievant's workday.
- Case N-10-364: Local 177 v. UPS, Hillside, NJ
On behalf of **Allen Goings, Jr.**, Union alleges the Company violated **Article 37 and all others that apply**, by failing to make a reasonable effort to reduce grievant's workday.
- Case N-10-365: Local 177 v. UPS, Hillside, NJ
On behalf of **George Gutierrez**, Union alleges the Company violated **Article 37 and all others that apply**, by failing to make a reasonable effort to reduce grievant's workday.

alleges the Company violated **Article 37 and all others that apply**, by failing to make a reasonable effort to reduce grievant's workday.

Case N-10-368: Local 177 v. UPS, Hillside, NJ
On behalf of **Pedro Perez**, Union alleges the Company violated **Article 37 and all others that apply**, by failing to make a reasonable effort to reduce grievant's workday.

Case N-10-369: Local 177 v. UPS, Hillside, NJ
On behalf of **Robert Perez**, Union alleges the Company violated **Article 37 and all others that apply**, by failing to make a reasonable effort to reduce grievant's workday.

Case N-10-370: Local 177 v. UPS, Hillside, NJ
On behalf of **Andrew Polak**, Union alleges the Company violated **Article 37 and all others that apply**, by failing to make a reasonable effort to reduce grievant's workday.

Case N-10-371: Local 177 v. UPS, Hillside, NJ
On behalf of **Joseph Probst**, Union alleges the Company violated **Article 37 and all others that apply**, by failing to make a reasonable effort to reduce grievant's workday.

Case N-10-372: Local 177 v. UPS, Hillside, NJ
On behalf of **Luis Rodriguez**, Union alleges the Company violated **Article 37 and all others that apply**, by failing to make a reasonable effort to reduce grievant's workday.

Case N-10-373: Local 177 v. UPS, Hillside, NJ
On behalf of **Gregory Romeo**,
Union alleges the Company
violated **Article 37 and all**
others that apply, by failing to
make a reasonable effort to
reduce grievant's workday.

Case N-10-374: Local 177 v. UPS, Hillside, NJ
On behalf of **Joseph Sobczyk**,
Union alleges the Company
violated **Article 37 and all**
others that apply, by failing to
make a reasonable effort to
reduce grievant's workday.

and Case N-10-376: Local 177 v. UPS, Hillside, NJ
On behalf of **Cliff Williams**,
Union alleges the Company is in
violation of **Article 37 and all**
others that apply, by failing to
make a reasonable effort to
reduce grievant's workday.

**DECISION: Based on the facts presented in these cases, the
Committee finds NO VIOLATION of NMA Article 37. The claimed
violations of Article 40 of the 177 Supplement are REFERRED BACK
TO THE PARTIES for possible settlement; this Committee retains
jurisdiction.**