

10/4/11

TEAMSTERS UNITED PARCEL SERVICE
NATIONAL GRIEVANCE COMMITTEE

MINUTES

September 12 - 15, 2011
3:00 P.M.

HYATT REGENCY MISSION BAY
1441 QUIVIRA ROAD
SAN DIEGO, CA 92109

The meeting was called to order by Chair McCabe

The following cases were SETTLED AND/OR WITHDRAWN:

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-09-229: Local 991 v. UPS, Mobile, AL
N-09-297: Local 355 v. UPS, Baltimore, MD
N-09-313: Local 771 v. UPS, Lancaster, PA
N-10-03: Local 769 v. UPS, North Miami, FL
N-10-05: Local 769 v. UPS, North Miami, FL
N-10-130: Local 177 v. UPS, Hillside, NJ
N-10-185: Local 61 v. UPS, Asheville, NC
N-10-222: Local 177 v. UPS, Hillside, NJ
N-10-262: Local 480 v. UPS, Nashville, TN
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
N-11-15: Local 804 v. UPS, Long Island City, NY
N-11-16: Local 804 v. UPS, Long Island City, NY
N-11-17: Local 804 v. UPS, Long Island City, NY
N-11-18: Local 804 v. UPS, Long Island City, NY
N-11-19: Local 804 v. UPS, Long Island City, NY
N-11-29: Local 61 v. UPS, Asheville, NC
N-11-39: Local 804 v. UPS, Long Island City, NY
N-11-47: Local 177 v. UPS, Hillside, NJ
N-11-48: Local 177 v. UPS, Hillside, NJ
N-11-49: Local 177 v. UPS, Hillside, NJ
N-11-50: Local 177 v. UPS, Hillside, NJ
N-11-52: Local 177 v. UPS, Hillside, NJ
N-11-53: Local 177 v. UPS, Hillside, NJ
N-11-54: Local 177 v. UPS, Hillside, NJ
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N-11-56: Local 177 v. UPS, Hillside, NJ
N-11-57: Local 177 v. UPS, Hillside, NJ
N-11-58: Local 177 v. UPS, Hillside, NJ
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N-11-60: Local 177 v. UPS, Hillside, NJ
N-11-61: Local 177 v. UPS, Hillside, NJ
N-11-62: Local 177 v. UPS, Hillside, NJ
N-11-63: Local 177 v. UPS, Hillside, NJ
N-11-64: Local 177 v. UPS, Hillside, NJ
N-11-65: Local 177 v. UPS, Hillside, NJ
N-11-77: Local 177 v. UPS, Hillside, NJ
N-11-79: Local 177 v. UPS, Hillside, NJ
N-11-116: Local 177 v. UPS, Hillside, NJ
N-11-152: Local 396 v. UPS, Covina, CA
N-11-158: Local 480 v. UPS, Nashville, TN
N-11-159: Local 480 v. UPS, Nashville, TN
N-11-160: Local 480 v. UPS, Nashville, TN
N-11-162: Local 804 v. UPS, Long Island City, NY
N-11-163: Local 804 v. UPS, Long Island City, NY
N-11-164: Local 804 v. UPS, Long Island City, NY
N-11-170: Local 386 v. UPS, Modesto, CA
N-11-171: Local 63 v. UPS, Rialto, CA
N-11-173: Local 63 v. UPS, Rialto, CA
N-11-185: Local 177 v. UPS, Hillside, NJ
N-11-187: Local 804 v. UPS, Long Island City, NY
N-11-188: Local 804 v. UPS, Long Island City, NY
N-11-189: Local 804 v. UPS, Long Island City, NY
N-11-190: Local 804 v. UPS, Long Island City, NY
N-11-191: Local 804 v. UPS, Long Island City, NY

N-11-192: Local 804 v. UPS, Long Island City, NY
N-11-193: Local 804 v. UPS, Long Island City, NY
N-11-194: Local 804 v. UPS, Long Island City, NY
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N-11-196: Local 804 v. UPS, Long Island City, NY
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N-11-200: Local 804 v. UPS, Long Island City, NY
N-11-201: Local 804 v. UPS, Long Island City, NY
N-11-202: Local 804 v. UPS, Long Island City, NY
N-11-215: Local 177 v. UPS, Hillside, NJ
N-11-216: Local 177 v. UPS, Hillside, NJ
N-11-218: Local 177 v. UPS, Hillside, NJ
N-11-219: Local 177 v. UPS, Hillside, NJ
N-11-221: Local 177 v. UPS, Hillside, NJ
N-11-222: Local 177 v. UPS, Hillside, NJ
N-11-223: Local 177 v. UPS, Hillside, NJ
N-11-253: Local 177 v. UPS, Hillside, NJ
N-11-260: Local 177 v. UPS, Hillside, NJ
N-11-261: Local 804 v. UPS, Long Island City, NY
N-11-262: Local 804 v. UPS, Long Island City, NY
N-11-263: Local 804 v. UPS, Long Island City, NY
N-11-264: Local 804 v. UPS, Long Island City, NY
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N-11-269: Local 804 v. UPS, Long Island City, NY
N-11-270: Local 804 v. UPS, Long Island City, NY
N-11-271: Local 804 v. UPS, Long Island City, NY
N-11-272: Local 804 v. UPS, Long Island City, NY
N-11-274: Local 769 v. UPS, North Miami, FL
N-11-275: Local 769 v. UPS, North Miami, FL
N-11-276: Local 767 v. UPS, Forest Hill, TX
N-11-285: Local 804 v. UPS, Long Island City, NY
N-11-287: Local 104 v. UPS, Phoenix, AZ
N-11-290: Local 639 v. UPS, Washington, DC
N-11-293: Local 177 v. UPS, Hillside, NJ
N-11-294: Local 177 v. UPS, Hillside, NJ
N-11-297: Local 177 v. UPS, Hillside, NJ
N-11-299: Local 480 v. UPS, Nashville, TN
N-11-312: Local 177 v. UPS, Hillside, NJ
N-11-318: Local 804 v. UPS, Long Island City, NY
N-11-319: Local 804 v. UPS, Long Island City, NY
N-11-320: Local 804 v. UPS, Long Island City, NY

N-11-321: Local 804 v. UPS, Long Island City, NY
N-11-322: Local 804 v. UPS, Long Island City, NY
N-11-323: Local 804 v. UPS, Long Island City, NY
N-11-324: Local 804 v. UPS, Long Island City, NY
N-11-325: Local 804 v. UPS, Long Island City, NY
N-11-326: Local 804 v. UPS, Long Island City, NY
N-11-329: Local 177 v. UPS, Hillside, NJ
N-11-330: Local 177 v. UPS, Hillside, NJ
N-11-331: Local 177 v. UPS, Hillside, NJ
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N-11-371: Local 177 v. UPS, Hillside, NJ
N-11-372: Local 177 v. UPS, Hillside, NJ
N-11-373: Local 177 v. UPS, Hillside, NJ
N-11-374: Local 177 v. UPS, Hillside, NJ
N-11-375: Local 177 v. UPS, Hillside, NJ
N-11-376: Local 177 v. UPS, Hillside, NJ

N-11-377: Local 177 v. UPS, Hillside, NJ
N-11-382: Local 767 v. UPS, Forest Hill, TX
N-11-383: Local 480 v. UPS, Nashville, TN
N-11-384: Local 804 v. UPS, Long Island City, NY
N-11-385: Local 804 v. UPS, Long Island City, NY
N-11-386: Local 804 v. UPS, Long Island City, NY
N-11-387: Local 804 v. UPS, Long Island City, NY
N-11-388: Local 804 v. UPS, Long Island City, NY
N-11-389: Local 804 v. UPS, Long Island City, NY
N-11-390: Local 804 v. UPS, Long Island City, NY
N-11-391: Local 804 v. UPS, Long Island City, NY
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N-11-399: Local 804 v. UPS, Long Island City, NY
N-11-400: Local 804 v. UPS, Long Island City, NY
N-11-401: Local 804 v. UPS, Long Island City, NY
N-11-402: Local 804 v. UPS, Long Island City, NY
N-11-403: Local 804 v. UPS, Long Island City, NY
N-11-404: Local 804 v. UPS, Long Island City, NY
N-11-406: Local 657 v. UPS, San Antonio, TX

The following cases were WITHDRAWN WITH RIGHTS:

N-09-155: Local 693 v. UPS, Binghamton, NY
N-09-222: Local 63 v. UPS, Rialto, CA
N-09-244: Local 177 v. UPS, Hillside, NJ
N-09-286: Local 449 v. UPS, Buffalo, NY
N-09-322: Local 118 v. UPS, Rochester, NY
N-09-324: Local 597 v. UPS, South Barre, VT
N-09-345: Local 449 v. UPS, Buffalo, NY
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-10-216: Local 162 v. UPS, Portland, OR
N-10-263: Local 480 v. UPS, Nashville, TN
N-10-273: Local 326 v. UPS, New Castle, DE
N-10-284: Local 449 v. UPS, Buffalo, NY
N-10-299: Local 480 v. UPS, Nashville, TN
N-11-86: Local 449 v. UPS, Buffalo, NY
N-11-123: Local 804 v. UPS, Long Island City, NY
N-11-204: Local 804 v. UPS, Long Island City, NY

N-11-205: Local 804 v. UPS, Long Island City, NY
N-11-206: Local 804 v. UPS, Long Island City, NY
N-11-207: Local 804 v. UPS, Long Island City, NY
N-11-208: Local 804 v. UPS, Long Island City, NY
N-11-209: Local 804 v. UPS, Long Island City, NY
N-11-210: Local 804 v. UPS, Long Island City, NY
N-11-211: Local 804 v. UPS, Long Island City, NY
N-11-212: Local 804 v. UPS, Long Island City, NY
N-11-278: Local 480 v. UPS, Nashville, TN

The following cases were POSTPONED:

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-09-263: Local 70 v. UPS, Oakland, CA
N-09-323: Local 901 v. UPS, San Juan, PR
N-09-325: Local 294 v. UPS, Albany, NY
N-10-12: Local 693 v. UPS, Binghamton, NY
N-10-136: Local 70 v. UPS, Oakland, CA
N-10-177: Local 177 v. UPS, Hillside, NJ
N-10-183: Local 251 v. UPS, East Providence, RI
N-10-192: Local 177 v. UPS, Hillside, NJ
N-10-197: Local 177 v. UPS, Hillside, NJ
N-10-199: Local 901 v. UPS, San Juan, PR
N-10-220: Local 177 v. UPS, Hillside, NJ
N-10-242: Local 177 v. UPS, Hillside, NJ
N-10-274: Local 633 v. UPS, Manchester, NH
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-10-285: 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-11-09: Local 639 v. UPS, Washington, DC
N-11-10: Local 901 v. UPS, San Juan, PR
N-11-12: Local 355 v. UPS, Baltimore, MD
N-11-33: Local 804 v. UPS, Long Island City, NY
N-11-36: Local 177 v. UPS, Hillside, NJ
N-11-38: Local 804 v. UPS, Long Island City, NY
N-11-41: Local 177 v. UPS, Hillside, NJ

N-11-51: Local 177 v. UPS, Hillside, NJ
N-11-76: Local 177 v. UPS, Hillside, NJ
N-11-78: Local 177 v. UPS, Hillside, NJ
N-11-81: Local 177 v. UPS, Hillside, NJ
N-11-84: Local 804 v. UPS, Long Island City, NY
N-11-85: Local 804 v. UPS, Long Island City, NY
N-11-90: Local 651 v. UPS, Lexington, KY
N-11-91: Local 901 v. UPS, San Juan, PR
N-11-95: Local 177 v. UPS, Hillside, NJ
N-11-96: Local 177 v. UPS, Hillside, NJ
N-11-112: Local 177 v. UPS, Hillside, NJ
N-11-113: Local 177 v. UPS, Hillside, NJ
N-11-114: Local 177 v. UPS, Hillside, NJ
N-11-117: Local 104 v. UPS, Phoenix, AZ
N-11-118: Local 177 v. UPS, Hillside, NJ
N-11-124: Local 344 v. UPS, Milwaukee, WI
N-11-149: Local 177 v. UPS, Hillside, NJ
N-11-156: Local 177 v. UPS, Hillside, NJ
N-11-157: Local 764 v. UPS, Milton, PA
N-11-166: Local 70 v. UPS, Oakland, CA
N-11-167: Local 70 v. UPS, Oakland, CA
N-11-168: Local 70 v. UPS, Oakland, CA
N-11-174: Local 70 v. UPS, Oakland, CA
N-11-175: Local 70 v. UPS, Oakland, CA
N-11-178: Local 70 v. UPS, Oakland, CA
N-11-179: Local 70 v. UPS, Oakland, CA
N-11-180: Local 70 v. UPS, Oakland, CA
N-11-181: Local 688 v. UPS, St. Louis, MO
N-11-182: Local 639 v. UPS, Washington, DC
N-11-186: Local 804 v. UPS, Long Island City, NY
N-11-203: Local 804 v. UPS, Long Island City, NY
N-11-227: Local 177 v. UPS, Hillside, NJ
N-11-228: Local 177 v. UPS, Hillside, NJ
N-11-229: Local 294 v. UPS, Albany, NY
N-11-230: Local 449 v. UPS, Buffalo, NY
N-11-231: Local 449 v. UPS, Buffalo, NY
N-11-232: Local 449 v. UPS, Buffalo, NY
N-11-233: Local 449 v. UPS, Buffalo, NY
N-11-234: Local 449 v. UPS, Buffalo, NY
N-11-235: Local 449 v. UPS, Buffalo, NY
N-11-236: Local 449 v. UPS, Buffalo, NY
N-11-237: Local 449 v. UPS, Buffalo, NY
N-11-238: Local 449 v. UPS, Buffalo, NY
N-11-239: Local 449 v. UPS, Buffalo, NY
N-11-240: Local 449 v. UPS, Buffalo, NY
N-11-241: Local 449 v. UPS, Buffalo, NY

N-11-242: Local 449 v. UPS, Buffalo, NY
N-11-243: Local 449 v. UPS, Buffalo, NY
N-11-244: Local 449 v. UPS, Buffalo, NY
N-11-245: Local 449 v. UPS, Buffalo, NY
N-11-246: Local 449 v. UPS, Buffalo, NY
N-11-247: Local 449 v. UPS, Buffalo, NY
N-11-248: Local 449 v. UPS, Buffalo, NY
N-11-249: Local 449 v. UPS, Buffalo, NY
N-11-250: Local 449 v. UPS, Buffalo, NY
N-11-251: Local 449 v. UPS, Buffalo, NY
N-11-252: Local 177 v. UPS, Hillside, NJ
N-11-254: Local 177 v. UPS, Hillside, NJ
N-11-255: Local 317 v. UPS, Syracuse, NY
N-11-256: Local 317 v. UPS, Syracuse, NY
N-11-257: Local 317 v. UPS, Syracuse, NY
N-11-258: Local 317 v. UPS, Syracuse, NY
N-11-273: UPS v. Local 671, Bloomfield, CT
N-11-284: Local 804 v. UPS, Long Island City, NY
N-11-286: Local 249 v. UPS, Pittsburgh, PA
N-11-288: Local 177 v. UPS, Hillside, NJ
N-11-298: Local 767 v. UPS, Forest Hill, TX
N-11-300: Local 41 v. UPS, Kansas City, MO
N-11-308: Local 90 v. UPS, Des Moines, IA
N-11-309: Local 512 v. UPS, Jacksonville, FL
N-11-310: Local 512 v. UPS, Jacksonville, FL
N-11-311: Local 177 v. UPS, Hillside, NJ
N-11-313: Local 177 v. UPS, Hillside, NJ
N-11-314: Local 177 v. UPS, Hillside, NJ
N-11-316: Local 767 v. UPS, Forest Hill, TX
N-11-352: Local 118 v. UPS, Rochester, NY
N-11-353: Local 118 v. UPS, Rochester, NY
N-11-354: Local 118 v. UPS, Rochester, NY
N-11-355: Local 118 v. UPS, Rochester, NY
N-11-356: Local 118 v. UPS, Rochester, NY
N-11-357: Local 118 v. UPS, Rochester, NY
N-11-358: Local 118 v. UPS, Rochester, NY
N-11-359: Local 118 v. UPS, Rochester, NY
N-11-410: Local 355 v. UPS, Baltimore, MD

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-08-57: Local 385 v. UPS, Orlando, FL

N-08-79: Local 177 v. UPS, Hillside, NJ
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-09-218: Local 70 v. UPS, Oakland, CA
N-09-223: Local 278 v. UPS, San Francisco, CA
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-10-06: Local 519 v. UPS, Knoxville, TN
N-10-16: Local 391 v. UPS, Raleigh, NC
N-10-124: Local 177 v. UPS, Hillside, NJ
N-10-129: Local 519 v. UPS, Knoxville, TN
N-10-171: Local 533 v. UPS, Reno, NV
N-10-172: Local 533 v. UPS, Reno, NV
N-10-173: Local 533 v. UPS, Reno, NV
N-10-205: Local 396 v. UPS, Covina, CA
N-10-230: Local 638 v. UPS, Minneapolis, MN
N-10-234: Local 767 v. UPS, Forest Hill, TX
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-10-267: Local 70 v. UPS, Oakland, CA
N-10-272: Local 964 v. UPS, Brook Park, OH
N-10-275: Local 177 v. UPS, Hillside, NJ
N-10-297: Local 991 v. UPS, Mobile, AL
N-10-311: Local 455 v. UPS, Denver, CO
N-10-314: Local 41 v. UPS, Kansas City, MO
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-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
N-11-06: Local 385 v. UPS, Orlando, FL
N-11-28: Local 804 v. UPS, Long Island City, NY
N-11-42: Local 177 v. UPS, Hillside, NJ
N-11-83: Local 804 v. UPS, Long Island City, NY
N-11-97: Local 177 v. UPS, Hillside, NJ
N-11-121: Local 79 v. UPS, Tampa, FL
N-11-125: Local 638 v. UPS, Minneapolis, MN
N-11-131: Local 63 v. UPS, Rialto, CA
N-11-150: Local 177 v. UPS, Hillside, NJ
N-11-153: Local 396 v. UPS, Covina, CA
N-11-154: Local 396 v. UPS, Covina, CA
N-11-161: Local 30 v. UPS, Jeanette, PA
N-11-176: Local 396 v. UPS, Covina, CA
N-11-177: Local 396 v. UPS, Covina, CA
N-11-277: Local 767 v. UPS, Forest Hill, TX
N-11-280: Local 671 v. UPS, Bloomfield, CT
N-11-315: Local 767 v. UPS, Forest Hill, TX
N-11-317: Local 87 v. UPS, Bakersfield, CA
N-11-327: Local 667 v. UPS, Memphis, TN
N-11-328: Local 70 v. UPS, Oakland, CA
N-11-405: Local 657 v. UPS, San Antonio, TX
N-11-407: Local 657 v. UPS, San Antonio, TX
N-11-408: Local 657 v. UPS, San Antonio, TX
N-11-409: Local 70 v. UPS, Oakland, CA
N-11-411: Local 542 v. UPS, San Diego, CA

The following cases were ON IN ERROR:

N-10-07: Local 480 v. UPS, Nashville, TN
N-11-34: Local 804 v. UPS, Long Island City, NY
N-11-66: Local 177 v. UPS, Hillside, NJ
N-11-67: Local 177 v. UPS, Hillside, NJ
N-11-68: Local 177 v. UPS, Hillside, NJ
N-11-69: Local 177 v. UPS, Hillside, NJ
N-11-70: Local 177 v. UPS, Hillside, NJ
N-11-71: Local 177 v. UPS, Hillside, NJ
N-11-72: Local 177 v. UPS, Hillside, NJ
N-11-73: Local 177 v. UPS, Hillside, NJ
N-11-74: Local 177 v. UPS, Hillside, NJ
N-11-75: Local 177 v. UPS, Hillside, NJ
N-11-129: Local 804 v. UPS, Long Island City, NY
N-11-130: Local 804 v. UPS, Long Island City, NY

The following cases are HELD PENDING ARBITRATION:

N-11-136: Local 767 v. UPS, Forest Hill, TX
N-11-301: Local 455 v. UPS, Denver, CO
N-11-302: Local 455 v. UPS, Denver, CO
N-11-303: Local 455 v. UPS, Denver, CO
N-11-304: Local 455 v. UPS, Denver, CO
N-11-305: Local 455 v. UPS, Denver, CO

Chair McCabe called Case N-09-217: Local 174 v. UPS, Tukwila, WA
On behalf of **Joe Rogerson**,
Union alleges that the Company
violated **Article 3, Section 7**,
claiming Supervisor is
performing bargaining unit
work.

**DECISION: Based on the facts presented, this case is REFERRED
TO JOINT COUNCIL 28 NEGOTIATING COMMITTEE CO-CHAIRS FOR
RESOLUTION.**

Chair McCabe called Case N-10-269: Local 174 v. UPS, Tukwila, WA
On behalf of **all affected
employees**, Union alleges that
the Company is in violation of
**Article 38 and Article 22,
Section 3**, by implementing a
Change of Operations, the
elimination of the Seattle
Night Sort, including the
elimination of 51 Article 22.3
jobs.

**DECISION: Based on the facts presented, the parties are
instructed to meet and explore all possibilities, including
alternative work weeks and schedules, to replace as many former
22.3 positions as reasonably possible. This meeting should take
place no later than 30 days from this decision. If the parties
are unable to reach a satisfactory agreement, this Committee
retains jurisdiction.**

Chair Hoyer called Case N-11-89: Local 2785 v. UPS, San Francisco, CA
On behalf of **Gregory Forbes**,
Union alleges a violation of
Article 3, Sections 2 and 3,

claiming the Company improperly
laid grievant off (May 5, 2010).

**DECISION: Based on the facts presented in this instant case,
the GRIEVANT IS TO BE PAID TEN (10) DAYS.**

Chair Gough called Case N-11-165: Local 386 v. UPS, Modesto, CA
On behalf of **Robbie Torres**,
Union alleges that the
Company violated **Article 17**
and all others that apply, by
not paying grievant for
vacation he had scheduled.

**DECISION: Based on the facts presented in the instant case,
THERE IS NO VIOLATION OF ARTICLE 17.**

Chair Gudim called Case N-11-169: Local 222 v. UPS, Salt Lake City, UT
On behalf of **Bill Bergeson**, Union
alleges that the Company violated
Article 32 and all others that
apply, by using a subcontractor
to move trailers from a rented
peak lot to the rail yard
(NW2011-01-276).

**DECISION: Based on the facts presented, CASE IS REFERRED BACK
TO THE PARTIES to review lease agreement. If not resolved, this
Committee retains jurisdiction.**

Chair Gough called Case N-11-172: Local 63 v. UPS, Rialto, CA
On behalf of **Roger Heiman**,
Union alleges a violation of
Articles 3 and 32. The
Company is using non-
bargaining unit temps to
process ADP and high value
packages; assigning them
various bargaining unit
functions - such as loading,
unloading and sorting.

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

Chair McCabe called Case N-11-183: Local 177 v. UPS, Hillside, NJ
On behalf of **William Marventano**, Union alleges that the Company violated **Article 17**, claiming grievant was told to report to work at 8:00 a.m. to file an injury report and to see the Company doctor and was not paid for his time. Seeking three and one-half (3½) hours' pay, plus penalty (4/23/10).

DECISION: Based on the facts presented, THE PANEL AWARDS GRIEVANT TWENTY-THREE (23) PENALTY PAYMENTS. This decision is based on all the facts, including the grievant's failure to notify either the Company or the Union for one (1) year of his shortage; no precedent.

Chair McCabe called Case N-11-184: Local 177 v. UPS, Hillside, NJ
On behalf of **William Marventano**, Union alleges that the Company violated **Article 37**, claiming grievant was harassed, struck heel to toe during OJS, and also intimidated in office (4/16/10).

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

Chair Gudim called Case N-11-213: Local 804 v. UPS, Long Island City, NY
On behalf of **Dominick Lagatta**, Union alleges that the Company violated **Article 41, Section 2**. Grievant went from Part-Time Air Driver to Full-Time Package Driver and had achieved top pay in that classification. When he went to full-time Package Driver, his rate was dropped to a much lower rate and he was also forced to go through a second progression rate where he still remains today.

DECISION: Based on the facts presented in this case, the GRIEVANT WAS PAID PROPERLY IN ACCORDANCE WITH THE 2002-208 NMA.

Chair Keane called Case N-11-214: Local 804 v. UPS, Long Island City, NY
On behalf of **Chris McKenna**, Union alleges that the Company violated **Article 7**, by not allowing grievant to work and requiring him to complete a Company doctor examination without any report of injury.

DECISION: Based on the facts presented, the GRIEVANT IS TO RECEIVE NINETY-TWO (92) HOURS AT HIS STRAIGHT-TIME HOURLY RATE FOR FULL AND FINAL SETTLEMENT.

Chair McCabe called Case N-11-217: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges that the Company is in violation of **Article 3, Section 7 and all others that apply**, claiming Supervisors performing bargaining unit work - multiple grievances (ongoing [2]).

Heard with Case N-11-224: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges a violation of **Article 3, Section 7**, claiming Supervisor P. Blount is delivering packages (multiple dates and grievances: #41516, 52778, 52279, 52780, 52789).

Case N-11-225: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges a violation of **Article 3, Section 7**, claiming Supervisor C. McMiller is delivering packages (multiple dates and grievances: #41509, 41517, 46897, 52777).

And Case N-11-226: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges a violation of **Article 3, Section 7**, claiming Supervisor S. Reome is delivering packages (multiple dates and grievances: #51524, 52781, 52786).

DECISION: Based on the facts presented, THE COMPANY IS ORDERED TO PAY FOUR AND ONE-HALF HOURS AT DOUBLE TIME FOR EACH GRIEVANCE.

Chair McCabe called Case N-11-220: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges that the Company violated **Articles 8 and 17**, as it pertains to National Grievance Committee Case N-11-92.

DECISION: Based on the facts presented, THE COMPANY IS ORDERED TO PAY ONE (1) PENALTY PAYMENT.

Chair McCabe called Case N-11-259: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges that the Company violated **Article 32**, claiming trailers were towed by subcontractor from within the jurisdiction of Local 177.

DECISION: Based on the facts presented, case is REFERRED BACK TO THE PARTIES FOR RESOLUTION.

Chair Keane called Case N-11-279: Local 385 v. UPS, Orlando, FL
On behalf of **Melinda Barrett**, Union alleges that the Company violated **Article 32**, claiming outside service performed bargaining unit work (10/11/10).

DECISION: Based on the facts presented in this instant case, the GRIEVANT IS TO BE PAID THIRTY-SIX (36) HOURS AT OVER-TIME RATE. This case sets no precedent.

Chair Keane called Case N-11-281: Local 177 v. UPS, Hillside, NJ
On behalf of **William Marventano**,
Union alleges that the Company
violated **Article 14, Section 2**,
claiming grievant was not
offered TAW (3/14/11).

Heard with Case N-11-282: Local 177 v. UPS, Hillside, NJ
On behalf of **William Marventano**,
Union alleges that the Company
violated **Article 36**, claiming
grievant was not offered TAW
while other employees are
afforded the TAW work (3/14/11).

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

Chair Keane called Case N-11-283: Local 769 v. UPS, North Miami, FL
On behalf of **Alan Dennis**, Union
alleges that the Company is in
violation of **Article 14**. Union
would like to negotiate and
enter into a TAW with the
Florida District.

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

Chair Hoyer called Case N-11-289: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected
employees**, Union alleges a
violation of **Article 18**. The
Company is causing an unsafe
work environment by asking and
allowing Part-Time employees to
push empty air cans into
trailers where there are no
rollers on the trailer floor.

**DECISION: Based on the facts presented, this case is REFERRED
BACK TO THE PARTIES FOR SETTLEMENT.**

Chair Hoyer called Case N-11-291: Local 991 v. UPS, Mobile, AL
On behalf of **all affected employees**, Union alleges a violation of **Article 18**, claiming the Company is using golf carts in violation of the CBA and Florida Statutes.

DECISION: Based on the facts presented, THE COMPANY SHALL BE IN COMPLIANCE WITH STATE STATUTE IN RELATION TO THE USE OF GOLF CARTS. The current requirements of the State are: efficient brakes; reliable steering apparatus; safe tires; a rear view mirror; red warning devices in both front and rear, and Company identification.

Chair Hoyer called Case N-11-292: Local 769 v. UPS, North Miami, FL
On behalf of **all affected employees**, Union alleges a violation of **Article 18**. The Company is using golf carts to deliver packages on City, County and State roads without having seat belts for the drivers of such vehicles, in violation of the CBA.

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

Chair Keane called Case N-11-295: Local 804 v. UPS, Long Island City, NY
On behalf of **Russell Schoelder**, Union alleges a violation of **Article 16, Section 3.3**. The Company violated the CBA by not allowing grievant to return to his driving job after his license was restored.

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

Chair Hoyer called Case N-11-296: Local 177 v. UPS, Hillside, NJ
On behalf of **Michael Serrano and all affected employees**, Union alleges a violation of **Article 18**, claiming that the Company is

directing drivers to pull loads without load retainers (7/8/11, 7/11/11, 7/12/11 and 7/22/11).

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

Chair Rosentrater called Case N-11-306: Local 804 v. UPS, Long Island City, NY
On behalf of **Brian Madden**, Union alleges that the Company violated **Article 43 and all others that apply**. The Sleeper Teams listed in this grievance worked Sunday, July 4th and were not paid double mileage for the Holiday as per Local 804 Supplemental language.

DECISION: This case is improper before this Committee and is REFERRED BACK TO THE PARTIES TO EXHAUST THE LOCAL GRIEVANCE PROCEDURE.

Chair Rosentrater called Case N-11-307: Local 804 v. UPS, Long Island City, NY
On behalf of **Brian Madden**, Union alleges that the Company violated **Article 43**. Sleeper Teams are going to the Nassau facility and Foster Avenue with a set of doubles, breaking the set and moving the loads to other facilities. It has been a long-standing past practice that the local feeder drivers move the loads after the Sleeper Teams drop them.

DECISION: Based on the facts presented in this case, the COMMITTEE FINDS NO CONTRACT VIOLATION. DISPUTES OVER THE APPROVAL PROCESS AND/OR RUNS SHALL BE REFERRED TO THE ARTICLE 43 CO-CHAIRS.

Chair Gudim called Case N-11-378: Local 177 v. UPS, Hillside, NJ
On behalf of **Mark Connelly**, Union alleges that the Company violated **Article 37, 9.5** language (4/4/11, 4/5/11 and 4/6/11).

Heard with Case N-11-379: Local 177 v. UPS, Hillside, NJ
On behalf of **Mark Connelly**,
Union alleges that the Company
violated **Article 37, 9.5**
language (Week Ending 6/18/11).

And Case N-11-380: Local 177 v. UPS, Hillside, NJ
On behalf of **Mark Connelly**,
Union alleges that the Company
violated **Article 37, 9.5**
language (7/11/11, 7/12/11 and
7/13/11).

DECISION: Based on the facts presented, the jobs in question are due to a local arbitration and the issue of a driver only delivering one-half a day was not discussed during the 9.5 Guideline discussion. Therefore, this CASE IS REFERRED BACK TO THE PARTIES FOR POSSIBLE SETTLEMENT. THIS COMMITTEE WILL HOLD JURISDICTION.

Chair Gudim called Case N-11-381: Local 519 v. UPS, Knoxville, TN
On behalf of **Brian Self**, Union
alleges a violation of **Article 37**. The Company is changing its position and practice of allowing unassigned drivers their contractual rights to the 9.5 language negotiated in the CBA (4/2/11 and ongoing).

DECISION: Based on the facts presented in this case, THE PAST PRACTICE BETWEEN UPS AND LOCAL 519 IS NOT VALID. HOWEVER, THE QUESTION OF A DRIVER BEING IN VIOLATION FOR RUNNING MULTIPLE ROUTES IN ONE (1) WEEK IS ON COMMITTEE HOLD.