

TEAMSTERS UNITED PARCEL SERVICE
NATIONAL GRIEVANCE COMMITTEE

DOCKET

June 4 - 8, 2012

3:00 P.M.

PROVIDENCE BILTMORE
11 DORRANCE STREET
PROVIDENCE, RI 02903

CASES CARRIED OVER:

- N-07-176: Local 70 v. UPS, Oakland, CA
On behalf of **Keith Barros**, Union alleges the Company is violating **Articles 1 and 7**, by subcontracting freight.
- N-07-230: Local 70 v. UPS, Oakland, CA
On behalf of **all affected NorCal Locals**, Union alleges a violation of **Articles 1, 26 and 32**, claiming the Company is subcontracting UPS Mail Innovations work.
- N-08-33: Local 162 v. UPS, Portland, OR
On behalf of **all affected employees**, Union alleges a violation of **Articles 1 and 32**, claiming the Company is subcontracting work to the U.S. Postal Service.
- N-08-79: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges a violation of **Articles 1 and 32**, claiming that the Company outsourced bargaining unit work.
- N-08-104: Local 70 v. UPS, Oakland, CA
On behalf of **all affected employees**, Union alleges a violation of **Article 32**, claiming that the Company is subcontracting UPS Package work to SCS (RC 3-07-148).
- N-09-17: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges that the Company violated **Article 22** by refusing to maintain Article 22 jobs created in the Local's jurisdiction.
- N-09-37: Local 542 v. UPS, San Diego, CA
On behalf of **all affected employees**, Union alleges a violation of **Article 22, Section 3**, claiming that the Company is refusing to post permanently vacated 22.3 positions.
- N-09-39: Local 533 v. UPS, Reno, NV
On behalf of **all affected employees**, Union alleges a violation of **Article 22**, claiming that the Company should only count Package Car positions in the six-to-one ratio.

- N-09-153: Local 542 v. UPS, San Diego, CA
On behalf of **Larry Crothers**, Union alleges a violation of **Article 32**, claiming the Company is subcontracting. Union requests that the Company return the work to UPS Feeder Drivers (4/18/08 and ongoing) **REDOCKETED**.
- N-09-182: Local 177 v. UPS, Hillside, NJ
On behalf of **Ray Maurer and all affected Journeymen and Maintenance Mechanics**, Union alleges a violation of **Article 32**, claiming UPS subcontracted bargaining unit work, specifically removing and replacing T Belts while qualified journeyman/maintenance mechanics were available.
- N-09-218: Local 70 v. UPS, Oakland, CA
On behalf of **all affected employees within NorCal**, Union alleges a violation of **Article 22 and all others that apply**, claiming that the Company is not replacing Article 22.3 jobs.
- N-09-223: Local 278 v. UPS, San Francisco, CA
On behalf of **Encarnilo Mauricio**, Union alleges a violation of **Article 22, Section 3**, claiming that the Company is failing to post and bid permanently vacated full-time Article 22.3 positions.
- N-09-231: Local 769 v. UPS, North Miami, FL
On behalf of **Jorge Abarca**, Union alleges a violation of **Article 22**, claiming that the Company has not been filling/bidding vacated 22.3 positions at the Miami building. We have been able to show numerous positions that continue to be unaccounted for.
- N-09-323: Local 901 v. UPS, San Juan, PR
On behalf of **all affected employees**, Union alleges a violation of **Article 42 and all others that apply**, claiming UPS has not provided employees polo shirts in compliance with Article 25, Section C of the Supplemental Agreement.
- N-09-325: Local 294 v. UPS, Albany, NY
On behalf of **William Jennings**, Union alleges that the Company violated **Article 17**, claiming grievant attended class required to do his job but was not compensated.

- N-10-06: Local 519 v. UPS, Knoxville, TN
On behalf of **Becky Cole**, Union alleges a violation of **Article 6, Section 4**. The Company implemented EDS and IDS machines and cut 50% of the revenue recovery work force as a direct result, without notification or negotiation.
- N-10-16: Local 391 v. UPS, Raleigh, NC
On behalf of **Dan Carrel, et al.**, Union alleges that the Company is in violation of **Article 22 and all others that apply**. There have been three (3) vacancies of 22.3 Full-Time Inside positions which the Company has not filled. The Union requests that the Company post these jobs for bid in the Raleigh Hub.
- N-10-199: Local 901 v. UPS, San Juan, PR
On behalf of **Rafael Russe**, Union alleges a violation of **Article 10**, claiming the Company has requested that the grievant pay \$30,525.00 to cover a lost package.
- N-10-205: Local 396 v. UPS, Covina, CA
On behalf of **all affected employees**, Union alleges that the Company violated **Article 22.3 and all others that apply**, by neglecting to post for bid vacated 22.3 combination jobs, pursuant to the CBA.
- N-10-267: Local 70 v. UPS, Oakland, CA
On behalf of **all affected employees**, Union alleges the Company violated **Articles 1, 26 and 32**, by subcontracting to the U.S. Post Office. The Company is violating contractual rights by making a deal with U.S. Post Office and refusing to provide information [RC 4-10-018; UPR 3-10-714].
- N-10-272: Local 964 v. UPS, Brook Park, OH
On behalf of **all affected employees**, Union alleges the Company is in violation of **Article 34, Section 1**. Part-time employees who don't reach the 750 hours of work do not receive any pro-rata pension as defined in Article 34, Section 1. The Union requests that the Company make contributions for all Part-Time employees who have worked at least 375 hours in any year, in accordance with the Contract.

- N-10-274: Local 633 v. UPS, Manchester, NH
On behalf of **all affected Package Car/Feeder employees**, Union alleges a violation of **Articles 1, 7 and 32**, claiming that the Company is subcontracting work via Ross Express.
- N-10-275: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges a violation of **Articles 1 and 32**, claiming the Company is utilizing non-bargaining unit employees to process post cards.
- N-10-282: Local 639 v. UPS, Washington, DC
On behalf of **Martin Klapac**, Union alleges a violation of **Article 3 and all others that apply**, claiming that the Company improperly used employees of another Local Union's jurisdiction to perform work that should have been performed by Local 639 bargaining unit employees (11/29/09).
- N-10-283: Local 639 v. UPS, Washington, DC
On behalf of **Martin Klapac**, Union alleges a violation of **Article 3 and all others that apply**, claiming that the Company improperly used members of another Local Union's jurisdiction to perform work that should have been performed by Local 639 bargaining unit members (12/6/09).
- N-10-297: Local 991 v. UPS, Mobile, AL
On behalf of **Keith Salmon**, Union alleges a violation of **Article 22, Section 3**. The Company claims that a 22.3 position created as an accommodation was not subject to replacement when vacated.
- N-11-06: Local 385 v. UPS, Orlando, FL
On behalf of **Ron McCormick**, Union alleges a violation of **Article 22, Section 3** claiming the Company failed to fill vacated 22.3 job (4/5/10).
- N-11-09: Local 639 v. UPS, Washington, DC
On behalf of **William Cooper**, Union alleges that the Company is in violation of **Article 17, Section 1, Article 29, and all others that apply**, and requests that grievant be paid funeral leave and penalty pay.

- N-11-10: Local 901 v. UPS, San Juan, PR
On behalf of **Ana Cruz**, Union alleges a violation of **Article 27, Section 7**. The Company assigned the pick up of Medtronics Co. (Juncos) on Saturday to another employee for the last three (3) years, unknown to grievant. Union requests that grievant be paid her salary every Saturday for the last three (3) years.
- N-11-12: Local 355 v. UPS, Baltimore, MD
On behalf of **Barry Freeburger, et al.**, Union alleges that the Company violated **Article 22 and all others that apply**, and is requesting that all shifting work remain in the Feeder classification.
- N-11-28: Local 804 v. UPS, Long Island City, NY
On behalf of **all affected employees**, Union alleges a violation of **Article 24**. The Company has failed and refused to permit Business Representatives of Local 804 to utilize still or video photography to document alleged contractual violations occurring within the facilities (ongoing since April 2010).
- N-11-33: Local 804 v. UPS, Long Island City, NY
On behalf of **all affected employees**, Union alleges a violation of **Article 1, 2 and 32**, claiming the Company has subcontracted work assigned to the collective bargaining unit in violation of the CBA, specifically the work of post card room clerks (Ongoing since 7/22/10).
- N-11-36: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges a violation of **Article 37**, claiming Supervisor Kareem Gardner threatened, intimidated, harassed and coerced multiple employees in the Edison facility. Multiple grievances are attached to this filing.
- N-11-38: Local 804 v. UPS, Long Island City, NY
On behalf of **all affected employees**, Union alleges that the Company is in violation of **Article 22, Section 5 and Article 6, Section 1**, by not offering part-time employees 3½ hours' work and not paying them their 3½ hour guarantee.

- N-11-41: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges a violation of **Article 37**, claiming Manager Dave Acolia has threatened, intimidated, harassed and coerced multiple employees in the Trenton facility. Multiple grievances are attached to this filing.
- N-11-76: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges that the Company is in violation of **Article 6, Section 5**, claiming Package Drivers were not paid an additional fifty cents (\$0.50) per hour to train helpers.
- N-11-81: Local 177 v. UPS, Hillside, NJ
On behalf of **Wayne Scragg**, Union alleges that the Company is in violation of **Article 36**. Center Manager Jeff Bossert has subjected grievant to discrimination by refusing to give him a low step truck. Bossert has given a reasonable accommodation to another driver however refuses to provide the same accommodation for grievant (Grievance #52906).
- N-11-83: Local 804 v. UPS, Long Island City, NY
On behalf of **all affected employees**, Union alleges a violation of **Article 22, Section 3**, claiming the Company has failed to replace and/or fill and maintain full-time 22.3 jobs.
- N-11-161: Local 30 v. UPS, Jeanette, PA
On behalf of **a Lorraine Zelmores (pilot) and Patty Myers**, Union alleges that the Company violated **Article 22, Section 4 and Article 36**. Female employees were removed and reassigned from their selected and awarded preferred jobs.
- N-11-166: Local 70 v. UPS, Oakland, CA
On behalf of **all affected employees**, Union alleges a violation of **Articles 1 and 32**, claiming the Company is subcontracting UPS/U.S. Post Office work (formerly N-173-07).
- N-11-167: Local 70 v. UPS, Oakland, CA
On behalf of **Brett Corbett**, Union alleges a violation of **Articles 26, 32 and all others that apply**, claiming the Company is subcontracting bargaining unit work.

- N-11-175: Local 70 v. UPS, Oakland, CA
On behalf of **all affected employees**, Union alleges a violation of **Articles 26, 32 and all others that apply**, claiming the Company is violating contractual rights by refusing to discuss then subcontracting work.
- N-11-176: Local 396 v. UPS, Covina, CA
On behalf of **Stan Seelert**, Union alleges that the Company violated **Article 22 and all others that apply**, claiming Feeder Drivers worked out of classification (10/5/09).
- N-11-177: Local 396 v. UPS, Covina, CA
On behalf of **all affected employees**, Union alleges a violation of **Articles 1, 26 and 32**, claiming that the Company utilized subcontractors while qualified Feeder Drivers were sent back to their respective package centers (11/15/10).
- N-11-178: Local 70 v. UPS, Oakland, CA
On behalf of **all affected employees**, Union alleges a violation of **Article 7, Section 12, NCSA and all others that apply**. The Company refuses to correct an employee's time card at the time of violation when they dispatch late.
- N-11-179: Local 70 v. UPS, Oakland, CA
On behalf of **Mike Sayegh**, Union alleges a violation of **Article 31, NCSA**, claiming that the Company is violating contractual rights by violating Feeder jurisdiction (9/16/10 back and ongoing).
- N-11-180: Local 70 v. UPS, Oakland, CA
On behalf of **all affected employees**, Union alleges a violation of **Article 7, NCSA and Article 20 NMA**, claiming that the Company labor and management refuse to wear name tags.
- N-11-182: Local 639 v. UPS, Washington, DC
On behalf of **Dionne Elem**, Union alleges the Company violated **Article 17 and all others that apply**, and requests that grievant be paid four (4) hours' penalty pay.

- N-11-203: Local 804 v. UPS, Long Island City, NY
On behalf of **all affected employees**, Union alleges a violation of **Article 1, Section 2, Article 2, Section 1 and Article 32**. The Company has subcontracted work assigned to the bargaining unit in violation of the CBA; specifically, inside work - loading and unloading, and address correction.
- N-11-258: Local 317 v. UPS, Syracuse, NY
On behalf of **all affected employees**, Union alleges that the Company violated **Article 4**, claiming a written request for information on an Article 36 grievance was made on 5/5/11. The information has not been provided.
- N-11-411: Local 542 v. UPS, San Diego, CA
On behalf of **Kenneth Bowdan**, Union alleges that the Company violated **Article 22, Section 3, Article 41, Section 3 and all others that apply**, claiming lost wages/benefits (W/E 1/16/10 and ongoing).
- N-12-01: Local 577 v. UPS, Oklahoma City, OK
On behalf of **all affected employees**, Union alleges a violation of **Article 22, Section 3 and all others that apply**, claiming the Company is not replacing Article 22, Section 3 jobs.
- N-12-04: Local 516 v. UPS, Muskogee, OK
On behalf of **Jessie Smith**, Union alleges a violation of **Article 32**, claiming the Company is subcontracting Feeder loads that should be done by the bargaining unit (6/10/11 and ongoing).
- N-12-07: Local 767 v. UPS, Forest Hill, TX
On behalf of **Leo Morris**, Union alleges a violation of **Article 17**, claiming the Company refuses to pay penalty on a payroll shortage (late check) 1174N10.
- N-12-10: Local 891 v. UPS, Jackson, MS
On behalf of **all affected employees**, Union alleges that the Company violated **Articles 17 and 43**, and requests Jackson mileage Feeder Drivers be paid all additional monetary conditions payment established from Memphis Feeder Operation and surrounding areas.

- N-12-11: Local 171 v. UPS, Salem, VA
On behalf of **all affected employees**, Union alleges that the Company violated **Article 3 and all others that apply**, by changing the coverage of Midnight and Twilight Preload.
- N-12-12: Local 776 v. UPS, Harrisburg, PA
On behalf of **Ron Fike**, Union alleges that the Company violated **Article 32**, claiming subcontracting (removal of decals prior to trailers being painted).
- N-12-67: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges a violation of **Article 3, Section 7B**. The Company refuses to allow grievants extra work available in classification; using part-time employees (out of classification), p/t employees working 8 hours or more (11/4/11 and ongoing).
- N-12-69: Local 992 v. UPS, Hagerstown, MD
On behalf of **Shawn Wagner**, Union alleges that the Company violated **Article 3, Section 7**, claiming Feeder Supervisor Rett Jones used a tractor from the UPS building in Chambersburg, PA to perform bargaining unit work on Sunday, November 28, 2010.
- N-12-70: Local 639 v. UPS, Washington, DC
On behalf of **James Hoover, et al.**, Union alleges a violation of **Article 22, Section 3** claiming the Company has failed to post/bid/award vacated Article 22.3 jobs.
- N-12-71: Local 177 v. UPS, Hillside, NJ
On behalf of **Laura Proano**, Union alleges a violation of **Article 36**, claiming grievant feels discriminated against for physical disability and age (8/24/11).
- N-12-72: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges a violation of **Articles 26 and 32**, claiming that the Company is subcontracting bargaining unit work (11/28/11 - 12/24/11).
- N-12-78: Local 177 v. UPS, Hillside, NJ
On behalf of **Rich Edwards**, Union alleges a violation of **Article 37**, claiming the Company has a double

standard with regard to Manager Joe Rooth when it comes to dignity and respect (11/18/11).

- N-12-79: Local 639 v. UPS, Washington, DC
On behalf of **Dwayne Robertson**, Union alleges that the Company violated **Article 17 and all others that apply**, claiming penalty pay should be paid for vacation pay not paid in a timely manner, in accordance with the CBA (12/31/10).
- N-12-84: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges a violation of **Articles 4 and 21**, claiming the Company is denying fair and equal representation to bargaining unit members (12/2/11).
- N-12-434: Local 177 v. UPS, Hillside, NJ
On behalf of **Walter Morton**, Union alleges that the Company violated **Articles 4, 21 36 and 37**. Manager Dave Van Hook falsely accused Shop Steward Walter Morton of leaving his work area without authorization to meet Local 177 officials Vic Palumbo and Chris Eltzholtz. Van Hook also threatened, intimidated and harassed Morton (6/7/11).
- N-12-435: Local 177 v. UPS, Hillside, NJ
On behalf of **Walter Morton**, Union alleges that the Company violated **Article 37**, claiming Manager Dave Van Hook harassed and threatened Shop Steward Walter Morton (1/18/11).
- N-12-436: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges a violation of **Article 32**, claiming the Company subcontracted porter work in violation of the CBA (6/24/10).
- N-12-437: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges that the Company violated **Article 3, Section 7B**, claiming the grievants denied extra work (11/4/11 and ongoing).

- N-12-442: Local 804 v. UPS, Long Island City, NY
On behalf of **William Groll**, Union alleges that the Company violated **Article 3, Section 7(b)**, by denying a member to work overtime (3/21/11 and 3/22/11).
- N-12-443: Local 804 v. UPS, Long Island City, NY
On behalf of **John Mendez**, Union alleges that the Company violated **Article 3, Section 7(b)**, by denying a member to work overtime (3/21/11 and 3/22/11).
- N-12-444: Local 804 v. UPS, Long Island City, NY
On behalf of **Phil Martorana**, Union alleges that the Company violated **Article 3, Section 7(b)**, by denying a member to work overtime (3/21/11 and 3/22/11).
- N-12-445: Local 804 v. UPS, Long Island City, NY
On behalf of **Emanuel St. Jean**, Union alleges that the Company violated **Article 3, Section 7(b)**, by denying a member to work overtime (3/21/11 and 3/22/11).
- N-12-446: Local 177 v. UPS, Hillside, NJ
On behalf of **Jim McNerney**, Union alleges a violation of **Article 32**, claiming that the Company subcontracted porter work in violation of the CBA (Grievance #65599).
- N-12-447: Local 177 v. UPS, Hillside, NJ
On behalf of **Jim McNerney**, Union alleges a violation of **Article 32**, claiming that the Company subcontracted porter work in violation of the CBA (Grievance #65600).
- N-12-448: Local 177 v. UPS, Hillside, NJ
On behalf of **Robert Rinaldy**, Union alleges a violation of **Article 32**, claiming that the Company subcontracted porter work in violation of the CBA (Grievance #66502).
- N-12-449: Local 177 v. UPS, Hillside, NJ
On behalf of **Robert Rinaldy**, Union alleges a violation of **Article 32**, claiming that the Company subcontracted porter work in violation of the CBA (Grievance #60599).

- N-12-450: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges that the Company violated **Article 37**, claiming Center Manager Don Anderson is causing a hostile work environment by threatening to discharge Package Car Drivers on a constant basis via DIAD board (Grievance #66070).
- N-12-455: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges a violation of **Article 32**, claiming the Company subcontracted power washing in violation of the CBA (Grievance #63075).
- N-12-456: Local 177 v. UPS, Hillside, NJ
On behalf of **Jim McAlinden**, Union alleges a violation of **Article 32**, claiming the Company subcontracted power washing in violation of the CBA (Grievance #60596).
- N-12-457: Local 177 v. UPS, Hillside, NJ
On behalf of **Mike Urban**, Union alleges a violation of **Article 37**, claiming Manager Dave Van Hook harassed Shop Steward Mike Urban (Grievance #60614).
- N-12-458: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges a violation of **Article 32**, claiming the Company using subcontractors in violation of the CBA (Grievance #65597).
- N-12-459: Local 177 v. UPS, Hillside, NJ
On behalf of **Jim McAlinden**, Union alleges a violation of **Article 32**, claiming the Company subcontracted power washing work in violation of the CBA (Grievance #60590).
- N-12-487: Local 177 v. UPS, Hillside, NJ
On behalf of **Robert Vargo**, Union alleges that the Company violated **Article 3, Section 7**, claiming Supervisor Ray DeMaio was doing bargaining unit work (Grievance #62797).
- N-12-488: Local 177 v. UPS, Hillside, NJ
On behalf of **Robert Vargo**, Union alleges that the Company violated **Article 3, Section 7**, claiming

Supervisor Steve Lagnese was doing bargaining unit work (Grievance #62796).

- N-12-489: Local 177 v. UPS, Hillside, NJ
On behalf of **Robert Vargo**, Union alleges that the Company violated **Article 3, Section 7**, claiming Supervisor Ray DeMaio was doing bargaining unit work (Grievance #62795).
- N-12-490: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges that the Company violated **Article 3, Section 7**, claiming Supervisor Steve Lagnese was doing bargaining unit work (Grievance #62788).
- N-12-491: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges that the Company violated **Article 3, Section 7**, claiming Supervisor Drew Yocum was doing bargaining unit work (Grievance #62787).
- N-12-492: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges that the Company violated **Article 3, Section 7**, claiming Supervisor Ray DeMaio was doing bargaining unit work (Grievance #62786).
- N-12-493: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges that the Company violated **Article 3, Section 7**, claiming Supervisor Jeremy Link and Supervisor Tom Musto were doing bargaining unit work (Grievance #64545).
- N-12-494: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges that the Company violated **Article 3, Section 7**, claiming Supervisor Roy Hercules was doing bargaining unit work (Grievance #59145).
- N-12-495: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges that the Company violated **Article 3, Section 7**, claiming Supervisor Ray DeMaio and Supervisor Drew Yocum were doing bargaining unit work (Grievance #59146).

- N-12-496: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges that the Company violated **Article 3, Section 7**, claiming Manager Sandy Fisher was doing bargaining unit work (Grievance #62783).
- N-12-508: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges that the Company violated **Article 3, Section 7**, claiming Supervisor C. McMiller was doing bargaining unit work (Grievance #65001).
- N-12-509: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges that the Company violated **Article 3, Section 7**, claiming Supervisor B. Trikur was doing bargaining unit work (Grievance #65002).
- N-12-520: Local 177 v. UPS, Hillside, NJ
On behalf of **Anthony Velez**, Union alleges that the Company violated **Article 3, Section 7**, claiming Supervisors Delmoral and Rick were performing bargaining unit work (Grievance #64436).
- N-12-521: Local 177 v. UPS, Hillside, NJ
On behalf of **Anthony Velez**, Union alleges that the Company violated **Article 3, Section 7**, claiming Supervisor Rick was performing bargaining unit work (Grievance #64437).
- N-12-522: Local 177 v. UPS, Hillside, NJ
On behalf of **Anthony Velez**, Union alleges that the Company violated **Article 3, Section 7**, claiming Supervisor Matt Robbins was performing bargaining unit work (Grievance #64438).
- N-12-523: Local 177 v. UPS, Hillside, NJ
On behalf of **Anthony Velez**, Union alleges that the Company violated **Article 3, Section 7**, claiming Supervisor Eric Lee was performing bargaining unit work (Grievance #64439).
- N-12-524: Local 177 v. UPS, Hillside, NJ
On behalf of **Anthony Velez**, Union alleges that the Company violated **Article 3, Section 7**, claiming Supervisor performing bargaining unit work (Grievance #64440).

- N-12-525: Local 177 v. UPS, Hillside, NJ
On behalf of **Anthony Velez**, Union alleges that the Company violated **Article 3, Section 7**, claiming Supervisor Matt Robbins was performing bargaining unit work (Grievance #48629).
- N-12-526: Local 177 v. UPS, Hillside, NJ
On behalf of **Al Namias**, Union alleges that the Company violated **Article 3, Section 7**, claiming Supervisor Tim Brown was performing bargaining unit work (Grievance #63159).
- N-12-527: Local 177 v. UPS, Hillside, NJ
On behalf of **Al Namias**, Union alleges that the Company violated **Article 3, Section 7**, claiming Supervisor Doug Sbarra was performing bargaining unit work (Grievance #63160).
- N-12-528: Local 177 v. UPS, Hillside, NJ
On behalf of **Al Namias**, Union alleges that the Company violated **Article 3, Section 7**, claiming Supervisor Mike Williams was performing bargaining unit work (Grievance #63162).
- N-12-529: Local 177 v. UPS, Hillside, NJ
On behalf of **Al Namias**, Union alleges that the Company violated **Article 3, Section 7**, claiming Supervisor Shannon McCoy was performing bargaining unit work (Grievance #63164).
- N-12-530: Local 177 v. UPS, Hillside, NJ
On behalf of **Dianna Latorraca**, Union alleges that the Company violated **Article 3, Section 7**, claiming Supervisor Doug Lappery was performing bargaining unit work (Grievance #64521).
- N-12-531: Local 177 v. UPS, Hillside, NJ
On behalf of **Dianna Latorraca**, Union alleges that the Company violated **Article 3, Section 7**, claiming Supervisor Ian Pulido-Jones was performing bargaining unit work (Grievance #63521).
- N-12-532: Local 177 v. UPS, Hillside, NJ
On behalf of **Dianna Latorraca**, Union alleges that the Company violated **Article 3, Section 7**, claiming Supervisor Frank Herbert was performing bargaining unit work (Grievance #64518).

- N-12-533: Local 177 v. UPS, Hillside, NJ
On behalf of **Dianna Latorraca**, Union alleges that the Company violated **Article 3, Section 7**, claiming Supervisor Doug Lappery was performing bargaining unit work (Grievance #64519).
- N-12-534: Local 177 v. UPS, Hillside, NJ
On behalf of **Dianna Latorraca**, Union alleges that the Company violated **Article 3, Section 7**, claiming Supervisor Ivan Duval was performing bargaining unit work (Grievance #63516).
- N-12-535: Local 177 v. UPS, Hillside, NJ
On behalf of **Jim MacCloud**, Union alleges that the Company violated **Article 3, Section 7**, claiming Supervisor Doug Perman was performing bargaining unit work (Grievance #63510).
- N-12-536: Local 177 v. UPS, Hillside, NJ
On behalf of **Dianna Latorraca**, Union alleges that the Company violated **Article 3, Section 7**, claiming Supervisor Ivan Duval was performing bargaining unit work (Grievance #63511).
- N-12-537: Local 177 v. UPS, Hillside, NJ
On behalf of **Dianna Latorraca**, Union alleges that the Company violated **Article 3, Section 7**, claiming Supervisor Russell Woods was performing bargaining unit work (Grievance #63509).
- N-12-538: Local 177 v. UPS, Hillside, NJ
On behalf of **Casey Howard**, Union alleges that the Company violated **Article 3, Section 7**, claiming Supervisor Ian Pulido-Jones was performing bargaining unit work (Grievance #63507).
- N-12-539: Local 177 v. UPS, Hillside, NJ
On behalf of **James MacCloud**, Union alleges that the Company violated **Article 3, Section 7**, claiming Supervisor Frank Herbert was performing bargaining unit work (Grievance #63506).
- N-12-540: Local 177 v. UPS, Hillside, NJ
On behalf of **Dianna Latorraca**, Union alleges that the Company violated **Article 3, Section 7**, claiming Supervisor Ivan Duval was performing bargaining unit work (Grievance #63505).

- N-12-541: Local 177 v. UPS, Hillside, NJ
On behalf of **James MacCloud**, Union alleges that the Company violated **Article 3, Section 7**, claiming Supervisor Frank Herbert was performing bargaining unit work (Grievance #63504).
- N-12-549: Local 804 v. UPS, Long Island City, NY
On behalf of **Kevin Gerard**, Union alleges that the Company violated **Article 22, Section 4 and Local 804 Supplement**, by not allowing members to select different assignments according to their seniority (October 2009 and on going).
- N-12-553: Local 177 v. UPS, Hillside, NJ
On behalf of **Cassandra Garcia**, Union alleges that the Company violated **Article 17**, claiming a pay shortage (9/8/11 and on-going) Grievance #61674, 61672, 63317, 64007, 64012 and 64014.
- N-12-554: Local 177 v. UPS, Hillside, NJ
On behalf of **Cassandra Garcia**, Union alleges that the Company violated **Article 17**, and is seeking penalties for on-going pay shortage (9/8/11 and on-going) Grievance #61675, 63316, 63318, 64011, 64013 and 64015.
- N-12-574: Local 804 v. UPS, Long Island City, NY
On behalf of **Louis Robinson**, Union alleges a violation of **Article 3, Section 7**. The Company has performed bargaining unit work without exhausting every reasonable effort to maintain a sufficient workforce to staff its operations with bargaining unit employees (8/10/11).
- N-12-597: Local 804 v. UPS, Long Island City, NY
On behalf of **Norman Lamond**, Union alleges a violation of **Article 7**, claiming the Company failed to allow the grievant to remain on the job, without loss of pay, until the discharge was sustained under the grievance procedure. No cardinal infraction was involved (on going since 1/17/12).
- N-12-599: Local 804 v. UPS, Long Island City, NY
On behalf of **David Hoffman**, Union alleges a violation of **Article 17**, claiming the Company has not paid all time off, such as vacations, sick days,

optional days, and holidays, at the correct Part-Time Air Driver rate (on going since May 2010).

- N-12-600: Local 804 v. UPS, Long Island City, NY
On behalf of **Wilson Hernandez**, Union alleges a violation of **Article 17**, claiming the Company has not paid the correct inside 22.3 rate (on going from February 2010 to October 2010).
- N-12-602: Local 804 v. UPS, Long Island City, NY
On behalf of **Louis Robinson**, Union alleges a violation of **Article 22, Section 6**, claiming the Company had approved a transfer for educational purposes but later denied it (on going from June 2011).
- N-12-605: Local 804 v. UPS, Long Island City, NY
On behalf of **Leonard Desimone**, Union alleges a violation of **Article 3, Section 7**. The Company used non-bargaining unit employees to perform work while not affording bargaining unit members the opportunity to work (9/14/11, 9/15/11, 9/16/11, 9/19/11, 9/20/11, 9/21/11, 9/22/11, 10/5/11, 10/6/11, 10/7/11, 10/19/11, 10/20/11, 10/21/11, 10/22/11, 10/24/11, 10/25/11, 10/26/11, 10/27/11, 10/28/11, 11/1/11, 11/2/11, 11/3/11, 11/4/11 and 11/5/11).
- N-12-615: Local 804 v. UPS, Long Island City, NY
On behalf of **Greg Harrington**, Union alleges that the Company is in violation of **Article 17**, claiming grievant has been shorted in his paychecks from 11/10/11, 11/17/11, 11/24/11, 12/1/11 and 12/8/11.
- N-12-625: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges that the Company violated **Article 3, Section 7 and all others that apply**, claiming Supervisor C. McMiller performed bargaining unit work (delivered route) - 12/19/11, 12/20/11, 12/21/11 and 12/22/11 (Grievance #64469).
- N-12-626: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges that the Company violated **Article 3, Section 7 and all others that apply**, claiming Supervisor B. Neffel performed bargaining unit work (took 15 stops from

driver and delivered from personal car) on 12/20/11 (Grievance #64619).

- N-12-627: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges that the Company violated **Article 3, Section 7 and all others that apply**, claiming Supervisor P. Blount performed bargaining unit work (shuttling packages) on 12/21/11 (Grievance #64618).
- N-12-628: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges that the Company violated **Article 3, Section 7 and all others that apply**, claiming Supervisor P. Blount performed bargaining unit work (picked up and delivered from rental truck) on 12/19/11 (Grievance #64617).
- N-12-629: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges that the Company violated **Article 3, Section 7 and all others that apply**, claiming Supervisor B. Trikur performed bargaining unit work (delivered route) on 12/19/11, 12/20/11, 12/21/11, 12/22/11 and 12/23/11 (Grievance #64616).
- N-12-630: Local 177 v. UPS, Hillside, NJ
On behalf of **Dave Rivera**, Union alleges that the Company violated **Article 3, Section 7**, claiming Supervisor Dillon George doing bargaining unit work (12/19/11, 12/20/11, 12/21/11, 12/22/11 and 12/23/11) Grievance #58066.
- N-12-631: Local 177 v. UPS, Hillside, NJ
On behalf of **Dave Rivera**, Union alleges that the Company violated **Article 3, Section 7**, claiming Supervisor (Max) doing bargaining unit work (12/16/11, 12/19/11, 12/21/11 and 12/22/11) Grievance #58064.
- N-12-632: Local 177 v. UPS, Hillside, NJ
On behalf of **Bill Schendlinger**, Union alleges that the Company violated **Article 3, Section 7**, claiming Supervisor Tom was doing bargaining unit work, 12/28/11 (Grievance #64838).

- N-12-633: Local 317 v. UPS, Syracuse, NY
On behalf of **all affected employees**, Union alleges a violation of **Article 6, Section 7 and Article 37**. The Company has unilaterally installed a production standard after installing new technology in the Small Sort area, but has failed to negotiate job changes and standards. Employees feel they are being harassed, overly supervised and intimidated to meet new standard (1/24/12).
- N-12-634: Local 317 v. UPS, Syracuse, NY
On behalf of **all affected employees**, Union alleges a violation of **Articles 21, 22, Section 7 and Article 37**, claiming Marie Edwards is being displaced from her preferred area after she asked why two Supervisors were working (12/12/11).
- N-12-635: Local 804 v. UPS, Long Island City, NY
On behalf of **Benilde Siraco**, Union alleges a violation of **Article 17**, claiming the Company failed to pay grievant correctly for her hours worked (12/18/11).
- N-12-640: Local 804 v. UPS, Long Island City, NY
On behalf of **all affected employees**, Union alleges a violation of **Article 17**, claiming the Company failed to pay all affected employees correctly, 11/28/11 - 12/23/11.
- N-12-642: Local 804 v. UPS, Long Island City, NY
On behalf of **Wayne Johnson**, Union alleges a violation of **Article 40**, claiming the Company did not pay grievant the correct rate or wage 1/6/11, 1/24/11.
- N-12-643: Local 804 v. UPS, Long Island City, NY
On behalf of **Alex Masciana and Brian Madden**, Union alleges a violation of **Article 30**, claiming three (3) drivers did work within Local 804's jurisdiction on 10/3/11 and 10/4/11.
- N-12-645: Local 70 v. UPS, Oakland, CA
On behalf of **all affected employees**, Union alleges a violation of **Articles 1, 32 and all others that apply**, claiming that the Company is diverting work out of UPS to other UPS companies.

- N-12-648: Local 63 v. UPS, Rialto, CA
On behalf of **Gonzalez, Columbaro and Martinez**, Union alleges the Company violated **Articles 1, 26 and 32**, by subcontracting the movement of empty trailers from the rail yard to the Ontario UPS facility.
- N-12-649: Local 63 v. UPS, Rialto, CA
On behalf of **Joe Maldonado and all affected employees**, Union alleges the Company violated **Articles 1, 26, 32 and all others that apply**, by subcontracting during Thanksgiving week.
- N-12-651: Local 70 v. UPS, Oakland, CA
On behalf of **all affected employees**, Union alleges a violation of **Article 37, NCSA Article 7 and NCSR Article 7**, claiming the Company is sabotaging the production on the Oakland night shift.
- N-12-652: Local 2785 v. UPS, San Francisco, CA
On behalf of **all affected employees**, Union alleges a violation of **Article 37**, claiming the Company does not have a right to post all Preloaders' names with misloads for all Preloaders to see.
- N-12-653: Local 63 v. UPS, Rialto, CA
On behalf of **Maldonado, et al.**, Union alleges that the Company violated **Articles 1, 26, 32 and Feeder Work Rules**, claiming subcontracting (11/29/10 through 1/5/11).
- N-12-654: Local 63 v. UPS, Rialto, CA
On behalf of **Quinones, et al.**, Union alleges that the Company violated **Articles 1, 26, 32 and Feeder Work Rules**, claiming subcontracting (11/29/10 through 1/31/11).
- N-12-655: Local 63 v. UPS, Rialto, CA
On behalf of **Quinones, et al.**, Union alleges that the Company violated **Articles 1, 26, 32 and Feeder Work Rules**, claiming subcontracting (11/6/10 and 11/13/10).
- N-12-656: Local 104 v. UPS, Phoenix, AZ
On behalf of **Bartels, Wendler and Katis**, Union alleges a violation of **Article 32 and all others that apply**, claiming subcontracting RC-07-11-050.

- N-12-657: Local 104 v. UPS, Phoenix, AZ
On behalf of **Bartels, Wendler and Katis**, Union alleges a violation of **Article 32 and all others that apply**, claiming subcontracting RC-07-11-051.
- N-12-658: Local 104 v. UPS, Phoenix, AZ
On behalf of **Bartels, Wendler and Katis**, Union alleges a violation of **Article 32 and all others that apply**, claiming subcontracting RC-07-11-052.
- N-12-659: Local 104 v. UPS, Phoenix, AZ
On behalf of **Bartels, Wendler and Katis**, Union alleges a violation of **Article 32 and all others that apply**, claiming subcontracting RC-07-11-053.
- N-12-660: Local 104 v. UPS, Phoenix, AZ
On behalf of **Bartels, Wendler and Katis**, Union alleges a violation of **Article 32 and all others that apply**, claiming subcontracting RC-07-11-055.
- N-12-661: Local 104 v. UPS, Phoenix, AZ
On behalf of **Bartels, Wendler and Katis**, Union alleges a violation of **Article 32 and all others that apply**, claiming subcontracting RC-07-11-056.
- N-12-662: Local 104 v. UPS, Phoenix, AZ
On behalf of **M. Nelson**, Union alleges a violation of **Article 32, 43 and all others that apply**, claiming subcontracting RC-10-11-089.
- N-12-663: Local 104 v. UPS, Phoenix, AZ
On behalf of **Thompson and Hasoskinson**, Union alleges a violation of **Article 32 and all others that apply**, claiming subcontracting RC-07-11-048.
- N-12-664: Local 104 v. UPS, Phoenix, AZ
On behalf of **Thompson and Hasoskinson**, Union alleges a violation of **Article 32 and all others that apply**, claiming subcontracting RC-07-11-049.
- N-12-765: Local 623 v. UPS, Philadelphia, PA
On behalf of **Harry Brown**, Union alleges a violation of **Articles 29 and 17**, claiming the Company has failed to properly compensate grievant for Jury Duty (2/4/11).

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- N-12-766: Local 30 v. UPS, Jeannette, PA
On behalf of **all affected employees**, Union alleges a violation of **Article 3, Section 7 and all others that apply**, claiming Supervisors performed bargaining unit work in Preload (2/4, 2/7 and 2/8/11).
- N-12-767: Local 693 v. UPS, Binghamton, NY
On behalf of **all affected employees**, Union alleges a violation of **Article 37, Section 1(a)** claiming the Company is harassing and over-supervising (3/12, 3/13, 3/15, 3/19 and 3/22).
- N-12-768: Local 177 v. UPS, Hillside, NJ
On behalf of **Rachael Rios**, Union alleges a violation of **Article 3 Section 7** claiming Supervisor Clara Gilmore performed bargaining unit work (1/25/11 - 3/7/11).
- N-12-769: Local 391 v. UPS, Raleigh, NC
On behalf of **Chris Carter, et al.**, Union alleges a violation of **Article 32 and all others that apply** claiming the Company subcontracted over 100 hours of repair work (11/15-20/10)
- N-12-770: Local 509 v. UPS, Cayce, SC
On behalf of **Steven Sims**, Union alleges a violation of **Article 10**. Driver should not have to reimburse Company for stolen package (5/4/11)
- N-12-771: Local 177 v. UPS, Hillside, NJ
On behalf of **Rachael Rios**, Union alleges a violation of **Article 3 Section 7** claiming Supervisor Clara Gilmore performed bargaining unit work (1/25/11).
- N-12-772: Local 177 v. UPS, Hillside, NJ
On behalf of **Rachael Rios**, Union alleges a violation of **Article 3 Section 7** claiming Supervisor Clara Gilmore performed bargaining unit work (1/27/11).
- N-12-773: Local 177 v. UPS, Hillside, NJ
On behalf of **Rachael Rios**, Union alleges a violation of **Article 3 Section 7** claiming Supervisor Clara Gilmore performed bargaining unit work (1/28/11).

- N-12-774: Local 177 v. UPS, Hillside, NJ
On behalf of **Rachael Rios**, Union alleges a violation of **Article 3 Section 7** claiming Supervisor Clara Gilmore performed bargaining unit work (1/31/11).
- N-12-775: Local 177 v. UPS, Hillside, NJ
On behalf of **Rachael Rios**, Union alleges a violation of **Article 3 Section 7** claiming Supervisor Clara Gilmore performed bargaining unit work (2/1/11).
- N-12-776: Local 177 v. UPS, Hillside, NJ
On behalf of **Rachael Rios**, Union alleges a violation of **Article 3 Section 7** claiming Supervisor Clara Gilmore performed bargaining unit work (2/2/11).
- N-12-777: Local 177 v. UPS, Hillside, NJ
On behalf of **Rachael Rios**, Union alleges a violation of **Article 3 Section 7** claiming Supervisor Clara Gilmore performed bargaining unit work (2/3/11).
- N-12-778: Local 177 v. UPS, Hillside, NJ
On behalf of **Rachael Rios**, Union alleges a violation of **Article 3 Section 7** claiming Supervisor Clara Gilmore performed bargaining unit work (2/4/11).
- N-12-779: Local 177 v. UPS, Hillside, NJ
On behalf of **Rachael Rios**, Union alleges a violation of **Article 3 Section 7** claiming Supervisor Clara Gilmore performed bargaining unit work (2/8/11).
- N-12-780: Local 177 v. UPS, Hillside, NJ
On behalf of **Rachael Rios**, Union alleges a violation of **Article 3 Section 7** claiming Supervisor Clara Gilmore performed bargaining unit work (2/10/11).
- N-12-781: Local 177 v. UPS, Hillside, NJ
On behalf of **Rachael Rios**, Union alleges a violation of **Article 3 Section 7** claiming Supervisor Clara Gilmore performed bargaining unit work (2/11/11).
- N-12-782: Local 177 v. UPS, Hillside, NJ
On behalf of **Rachael Rios**, Union alleges a violation of **Article 3 Section 7** claiming Supervisor Clara Gilmore performed bargaining unit work (2/14/11).

- N-12-783: Local 177 v. UPS, Hillside, NJ
On behalf of **Rachael Rios**, Union alleges a violation of **Article 3 Section 7** claiming Supervisor Clara Gilmore performed bargaining unit work (2/15/11).
- N-12-784: Local 177 v. UPS, Hillside, NJ
On behalf of **Rachael Rios**, Union alleges a violation of **Article 3 Section 7** claiming Supervisor Clara Gilmore performed bargaining unit work (2/16/11).
- N-12-785: Local 177 v. UPS, Hillside, NJ
On behalf of **Rachael Rios**, Union alleges a violation of **Article 3 Section 7** claiming Supervisor Clara Gilmore performed bargaining unit work (2/17/11).
- N-12-786: Local 177 v. UPS, Hillside, NJ
On behalf of **Rachael Rios**, Union alleges a violation of **Article 3 Section 7** claiming Supervisor Clara Gilmore performed bargaining unit work (2/21/11).
- N-12-787: Local 177 v. UPS, Hillside, NJ
On behalf of **Rachael Rios**, Union alleges a violation of **Article 3 Section 7** claiming Supervisor Clara Gilmore performed bargaining unit work (2/22/11).
- N-12-788: Local 177 v. UPS, Hillside, NJ
On behalf of **Rachael Rios**, Union alleges a violation of **Article 3 Section 7** claiming Supervisor Clara Gilmore performed bargaining unit work (2/23/11).
- N-12-789: Local 177 v. UPS, Hillside, NJ
On behalf of **Rachael Rios**, Union alleges a violation of **Article 3 Section 7** claiming Supervisor Clara Gilmore performed bargaining unit work (2/24/11).
- N-12-790: Local 177 v. UPS, Hillside, NJ
On behalf of **Rachael Rios**, Union alleges a violation of **Article 3 Section 7** claiming Supervisor Clara Gilmore performed bargaining unit work (2/25/11).
- N-12-791: Local 177 v. UPS, Hillside, NJ
On behalf of **Rachael Rios**, Union alleges a violation of **Article 3 Section 7** claiming Supervisor Clara Gilmore performed bargaining unit work (3/3/11).

- N-12-792: Local 177 v. UPS, Hillside, NJ
On behalf of **Rachael Rios**, Union alleges a violation of **Article 3 Section 7** claiming Supervisor Clara Gilmore performed bargaining unit work (3/7/11).
- N-12-793: Local 177 v. UPS, Hillside, NJ
On behalf of **Frank Coviello**, Union alleges a violation of **Articles 36 and 37**, claiming manager Ryan Flynn falsely accused Package Car Driver Frank Coviello of intentionally slowing down - #65469/VP (3/7/12)
- N-12-794: Local 177 v. UPS, Hillside, NJ
On behalf of **Rich Ramos**, Union alleges a violation of **Articles 36, 37 and 18**, claiming the Company violated CBA Grievance - #67607/VP (3/12/12).
- N-12-795: Local 177 v. UPS, Hillside, NJ
On behalf of **Jeff Gable and Mike Urban**, Union alleges a violation of **Article 32**, claiming the Company subcontracted work in violation of the CBA - #60603/VP (4/13/12).
- N-12-796: Local 177 v. UPS, Hillside, NJ
On behalf of **Al Namias**, Union alleges a violation of **Article 3 Section 7**, claiming Supervisor Mark Frost performed bargaining unit work Grievance #63163 (12/19/11).
- N-12-797: Local 177 v. UPS, Hillside, NJ
On behalf of **Dan Gross**, Union alleges a violation of **Article 3 Section 7**. Supervisor performed bargaining unit work Grievance #57244 (12/5/11).
- N-12-798: Local 177 v. UPS, Hillside, NJ
On behalf of **Eric Benson**, Union alleges a violation of **Article 3 and 7 Section H**. Grievant has been shorted numerous weeks in his pay and is being paid less than a helper Grievance #56967 (3/12/12).
- N-12-799: Local 177 v. UPS, Hillside, NJ
On behalf of **Richard Mann**, Union alleges a violation of **Article 3 Section 7 and Article 40**. Supervisor performed bargaining unit work Grievance #57245 (11/30/11).

- N-12-800: Local 177 v. UPS, Hillside, NJ
On behalf of **Richard Mann**, Union alleges a violation of **Article 3 Section 7 and Article 40**. Supervisor performed bargaining unit work Grievance #57250 (11/30/11)
- N-12-801: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected members**, Union alleges a violation of **Article 37**. Ongoing harassment with issues regarding schedule Grievance #67306 (ongoing)
- N-12-802: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected members**, Union alleges a violation of **Articles 26 and 32**, claiming the Company subcontracted out customer pick-ups - Grievance #64024 (12/10/11)
- N-12-803: Local 804 v. UPS, Long Island City, NY
On behalf of **Anthony Wilson**, Union alleges a violation of **Article 3 Section 7**, claiming supervisors performing bargaining unit work without exhausting every reasonable effort to maintain a sufficient workforce (3/7/12, 3/13/12 and 5/3/12).
- N-12-804: Local 804 v. UPS, Long Island City, NY
On behalf of **Peter Crane**, Union alleges a violation of **Article 3 Section 7**, claiming supervisors performing bargaining unit work without exhausting every reasonable effort to maintain a sufficient workforce (4/25/12, 5/1/12 and 5/2/12).
- N-12-805: Local 804 v. UPS, Long Island City, NY
On behalf of **Keith Damroth**, Union alleges a violation of **Article 3 Section 7** (2/27/12, 3/5/12, 3/6/12 and 4/19/12).
- N-12-806: Local 804 v. UPS, Long Island City, NY
On behalf of **Gerald Eaton, Robert Stewart and John Parker**, Union alleges a violation of **Article 3 Section 4**, ongoing to present.
- N-12-807: Local 804 v. UPS, Long Island City, NY
On behalf of **Todd Declemente**, Union alleges a violation of **Article 3 Section 7**, claiming Supervisor Lloyd was working on the top slide for three hours 12 a.m. to 3 a.m. (3/23/12).

- N-12-808: Local 804 v. UPS, Long Island City, NY
On behalf of **Michael Phillips**, Union alleges a violation of **Article 3 Section 7**, claiming Mark Chalot performed bargaining unit work (12/8/11).
- N-12-809: Local 804 v. UPS, Long Island City, NY
On behalf of **Jonathan Albano**, Union alleges a violation of **Article 17**, claiming grievant worked on 2/8/2012 but he was scheduled to be off that day.
- N-12-810: Local 804 v. UPS, Long Island City, NY
On behalf of **Frank Rueda**, Union alleges a violation of **Article 7**. Grievant was taken off the job to serve a 3-day suspension while arbitration is still pending for non-cardinal infraction (5/7/12, 5/8/12 and 5/9/12).
- N-12-811: Local 804 v. UPS, Long Island City, NY
On behalf of **Carl Buonocore**, Union alleges a violation of **Article 7**. Grievant was taken off the job to serve a 3-day suspension while arbitration is still pending for non-cardinal infraction (5/7/12, 5/8/12 and 5/9/12).
- N-12-812: Local 804 v. UPS, Long Island City, NY
On behalf of **Alberto Arregui**, Union alleges a violation of **Article 7**. Grievant was taken off the job to serve a 3-day suspension while arbitration is still pending for non-cardinal infraction (5/7/12, 5/8/12 and 5/9/12).
- N-12-813: Local 804 v. UPS, Long Island City, NY
On behalf of **Richard Tomlinson**, Union alleges a violation of **Article 7**. Grievant was taken off the job to serve a 3-day suspension while arbitration is still pending for non-cardinal infraction (5/7/12, 5/8/12 and 5/9/12).
- N-12-814: Local 804 v. UPS, Long Island City, NY
On behalf of **Dorothy Hanlon**, Union alleges a violation of **Article 7**. Grievant was taken off the job to serve a 3-day suspension while arbitration is still pending for non-cardinal infraction (5/7/12, 5/8/12 and 5/9/12).

- N-12-815: Local 804 v. UPS, Long Island City, NY
On behalf of **Raymond Cuevas**, Union alleges a violation of **Article 7**. Grievant was taken off the job to serve a 3-day suspension while arbitration is still pending for non-cardinal infraction (5/7/12, 5/8/12 and 5/9/12).
- N-12-816: Local 804 v. UPS, Long Island City, NY
On behalf of **Niel Munro**, Union alleges a violation of **Article 17**, claiming grievant should have been paid 45 hours but was paid 34.77 hours on vacation check (week ending 3/11/12).
- N-12-817: Local 804 v. UPS, Long Island City, NY
On behalf of **Joseph Scrafani**, Union alleges a violation of **Article 3 Section 7**, claiming Supervisors performing Union work.
- N-12-818: Local 804 v. UPS, Long Island City, NY
On behalf of **Dave Loobie**, Union alleges a violation of **Article 3 Section 7**, claiming Supervisors working before member's start time (2/13, 2/14, 2/15, 2/16, 2/17, 2/20, 2/21, 2/22, 2/23 and 2/24).
- N-12-819: Local 804 v. UPS, Long Island City, NY
On behalf of **Steven Williams**, Union alleges a violation of **Article 3 Section 7**, claiming Supervisors working (4/1/12).
- N-12-820: Local 804 v. UPS, Long Island City, NY
On behalf of **Angel Gomez**, Union alleges a violation of **Article 3 Section 7**, claiming Supervisors working (5/5/12).
- N-12-821: Local 804 v. UPS, Long Island City, NY
On behalf of **Rich Tomlinson**, Union alleges a violation of **Article 3 Section 7**, claiming Supervisors worked doing pick ups without exhausting all other alternatives (2/29/12).
- N-12-822: Local 804 v. UPS, Long Island City, NY
On behalf of **Jim Reynolds**, Union alleges a violation of **Article 3 Sections 2 & 3**, claiming the Company refused to provide Local 804 the information required by Article 3.

- N-12-823: Local 804 v. UPS, Long Island City, NY
On behalf of **Raule Cummings**, Union alleges a violation of **Article 3 Section 7**, claiming employees witnessed Supervisor Woodard working in small sort (6/10/11).
- N-12-824: Local 804 v. UPS, Long Island City, NY
On behalf of **Paul Ulasinski**, Union alleges a violation of **Article 3 Section 7**, claiming employees with less seniority were kept in sort while higher seniority employee was sent home (2/20/12).
- N-12-825: Local 804 v. UPS, Long Island City, NY
On behalf of **Jose Muniz, Julia Hughes, and Noel Ortiz**, Union alleges a violation of **Article 3 Section 7**, claiming employees witnessed Supervisors working in small sort (6/9/11).
- N-12-826: Local 804 v. UPS, Long Island City, NY
On behalf of **Allan Sterling**, Union alleges a violation of **Article 3 Section 7**, claiming employees from different area with less seniority sent to small sort (2/21-22/12).
- N-12-827: Local 804 v. UPS, Long Island City, NY
On behalf of **Carlos Mendoza, et al.**, Union alleges a violation of **Article 3 Section 7**, claiming the Company scanning under other peoples names (5/31/11).
- N-12-828: Local 804 v. UPS, Long Island City, NY
On behalf of **Kien Spicer**, Union alleges a violation of **Article 3 Section 7**, claiming Rewraps should be done by clerks, overgoods or hub employees (7/18/11).
- N-12-829: Local 804 v. UPS, Long Island City, NY
On behalf of **Noel Ortiz**, Union alleges a violation of **Article 3 Section 7**, claiming Supervisor covered employees' breaks (7/26/11).
- N-12-830: Local 804 v. UPS, Long Island City, NY
On behalf of **Carlos Mendoza**, Union alleges a violation of **Article 3 Section 7**, claiming grievant was absent from work but his scanner was logged in (5/10/11).

- N-12-831: Local 804 v. UPS, Long Island City, NY
On behalf of **Phil Martorana**, Union alleges a violation of **Article 3 Section 7**. Employee witnessed Supervisor working in PD 8 (1/4/12).
- N-12-832: Local 804 v. UPS, Long Island City, NY
On behalf of **Thomas Brooks**, Union alleges a violation of **Article 3 Section 7**. Employees witnessed Supervisor working in sort 2 (1/14/11).
- N-12-833: Local 804 v. UPS, Long Island City, NY
On behalf of **Betsy Duffy**, Union alleges a violation of **Article 3**, claiming scanning under other peoples names (2/7/11).
- N-12-834: Local 804 v. UPS, Long Island City, NY
On behalf of **Deborrah Harvey, Betsy Duffy, Wesley Riviere, Dan Baker, Washie Summer and Ronald Greene**. Union alleges a violation of **Article 3 Section 7**. The Company did not ask employees to start early or post an early start time. Employees worked out of seniority (11/22/11).
- N-12-835: Local 804 v. UPS, Long Island City, NY
On behalf of **all affected employees**, Union alleges a violation of **Article 22 Section 4**. The Company did not fill all vacancies and permanent new jobs with part time employees from UPS part timers (10/11).
- N-12-836: Local 804 v. UPS, Long Island City, NY
On behalf of **Seniority Pre-loaders**, Union alleges a violation of **Article 3 Section 7**. The Company has performed bargaining unit workout exhausting all means to use bargaining unit employees (12/20-21/11).
- N-12-837: Local 804 v. UPS, Long Island City, NY
On behalf of **top 6 pre-loaders**, Union alleges a violation of **Article 3 Section 7**. The Company has performed bargaining unit work (9/8/11).
- N-12-838: Local 804 v. UPS, Long Island City, NY
On behalf of **top 4 pre-loaders in seniority order**, Union alleges a violation of **Article 3 Section 7**. The Company has performed bargaining unit work

through the duration of the sort without exhausting all means to use bargaining unit employees (9/13/11).

- N-12-839: Local 804 v. UPS, Long Island City, NY
On behalf of **Keydane Dillon, Kevin**, Union alleges a violation of **Article 3 Section 7**. The Company used Supervisors to perform bargaining unit work without exhausting all means to use bargaining unit employees (12/20/11).
- N-12-840: Local 804 v. UPS, Long Island City, NY
On behalf of **John Finocchi**, Union alleges a violation of **Article 3 Section 7**. The Company used Supervisors to perform bargaining unit work without exhausting all means to use bargaining unit employees (12/1/10 and 12/7/10).
- N-12-841: Local 804 v. UPS, Long Island City, NY
On behalf of **Rick Settle, Jason Boshak and Mike Naccari**, Union alleges a violation of **Article 3 Section 7**. The Company used Supervisors to perform bargaining unit work without exhausting all means to use bargaining unit employees (12/19/11).
- N-12-842: Local 804 v. UPS, Long Island City, NY
On behalf of **Mark Fielding, Gary Provosto and Bob Picone**, Union alleges a violation of **Article 3 Section 7**. The Company used Supervisors to perform bargaining unit work without exhausting all means to use bargaining unit employees. Company used Supervisors Espinoza, Mullen and Fennel (3/7/12).
- N-12-843: Local 804 v. UPS, Long Island City, NY
On behalf of **Mark Fielding and Gary Provosto**, Union alleges a violation of **Article 3 Section 7**. The Company used Supervisors Charlie Mullen, Mirsead Cerkowich and Joe Crappanzano to perform bargaining unit work without exhausting all means to use bargaining unit employees (3/6/12).
- N-12-844: Local 804 v. UPS, Long Island City, NY
On behalf of **Mark Fielding**, Union alleges a violation of **Article 3 Section 7**. The Company used Supervisor Charlie Mullen to perform bargaining unit

work without exhausting all means to use bargaining unit employees (3/8/12).

- N-12-845: Local 804 v. UPS, Long Island City, NY
On behalf of **Jason Boshak**, Union alleges a violation of **Article 3 Section 7**. The Company has performed bargaining unit work without exhausting all means to use bargaining unit employees. Company used Supervisors Mirsead Cerkowich, Joe Crappanzano and Charlie Mullen. Violation took place 10/5/10, 11/2/10, 12/1/10, 8/29-9/2/11.
- N-12-846: Local 804 v. UPS, Long Island City, NY
On behalf of **Eddy Levesque**, Union alleges a violation of **Article 3 Section 7**. The Company performed bargaining unit work without exhausting all means to use bargaining unit employees (1/15/12, 1/25/12, 2/20/12, 2/22/12, 2/28/12, 3/7/12, 3/22/12, 3/26/12 and 4/5/12).
- N-12-847: Local 804 v. UPS, Long Island City, NY
On behalf of **Jim Heller**, Union alleges a violation of **Article 3 Section 7**. The Company performed bargaining unit work without exhausting all means to use bargaining unit employees (2/8/12, 2/10/12, 2/13/12, 2/15-17/12, 2/28-29/12, 3/27/12, 4/12/12, 4/17-19/12).
- N-12-848: Local 804 v. UPS, Long Island City, NY
On behalf of **Richard Gallaher**, Union alleges a violation of **Article 3 Section 7**. The Company performed bargaining unit work without exhausting all means to use bargaining unit employees (3/16/12).
- N-12-849: Local 804 v. UPS, Long Island City, NY
On behalf of **Joseph McKeon**, Union alleges a violation of **Article 3 Section 7**. The Company performed bargaining unit work without exhausting all means to use bargaining unit employees (4/11/12 and 5/7/12).
- N-12-850: Local 804 v. UPS, Long Island City, NY
On behalf of **Wayne Valentine**, Union alleges a violation of **Article 3 Section 7**. The Company

performed bargaining unit work without exhausting all means to use bargaining unit employees (5/7/12).

- N-12-851: Local 804 v. UPS, Long Island City, NY
On behalf of **Eddy Levesque**, Union alleges a violation of **Article 3 Section 7**. The Company performed bargaining unit work without exhausting all means to use bargaining unit employees (3/12/12, 3/15/12, and 3/16/12).
- N-12-852: Local 804 v. UPS, Long Island City, NY
On behalf of **Scott Damone**, Union alleges a violation of **Article 3 Section 7**, claiming Supervisors performed bargaining unit work (5/7/12).
- N-12-853: Local 804 v. UPS, Long Island City, NY
On behalf of **Pat Casas**, Union alleges a violation of **Article 3 Section 7**, claiming Supervisors performed bargaining unit work (5/7/12).
- N-12-854: Local 804 v. UPS, Long Island City, NY
On behalf of **Victor Aviles**, Union alleges a violation of **Article 3 Section 7**. The Company performed bargaining unit work without exhausting every reasonable effort to maintain a sufficient workforce to staff its operations with bargaining unit employees (11/10/11, 11/11/11, 11/14/11 and 11/15/11).
- N-12-855: Local 804 v. UPS, Long Island City, NY
On behalf of **Carlos Combe**, Union alleges a violation of **Article 3 Section 7**. The Company performed bargaining unit work without exhausting every reasonable effort to maintain a sufficient workforce to staff its operations with bargaining unit employees (5/3/12).
- N-12-856: Local 804 v. UPS, Long Island City, NY
On behalf of **Jeff Delbrune**, Union alleges a violation of **Article 3 Section 7**. The Company performed bargaining unit work without exhausting every reasonable effort to maintain a sufficient workforce to staff its operations with bargaining unit employees (3/6-9/12, 3/12-15/12, 3/19-21/12, 4/12-13/12).

- N-12-857: Local 804 v. UPS, Long Island City, NY
On behalf of **Michelle Godfrey**, Union alleges a violation of **Article 3 Section 7**. The Company violated the long established local practice of double shifting, early call-in and overtime within the clerk classification by using a manager before considering other full time clerks (3/29/12).
- N-12-858: Local 804 v. UPS, Long Island City, NY
On behalf of **Kamal Kaalund**, Union alleges a violation of **Article 3 Section 7**. The Company performed bargaining unit work without exhausting every reasonable effort to maintain a sufficient workforce to staff its operations with bargaining unit employees, with regard to supervision shuttling work (4/12/12).
- N-12-859: Local 804 v. UPS, Long Island City, NY
On behalf of **Giancarlo Laconca**, Union alleges a violation of **Article 3 Section 7**. The Company performed bargaining unit work without exhausting every reasonable effort to maintain a sufficient workforce to staff its operations with bargaining unit employees (3/2/12 and 3/5/12).
- N-12-860: Local 804 v. UPS, Long Island City, NY
On behalf of **Christina Mitchell**, Union alleges a violation of **Article 3 Section 7**. The Company performed bargaining unit work without exhausting every reasonable effort to maintain a sufficient workforce to staff its operations with bargaining unit employees (4/10/12).
- N-12-861: Local 804 v. UPS, Long Island City, NY
On behalf of **Duran Nettles**, Union alleges a violation of **Article 3 Section 7**. The Company performed bargaining unit work without exhausting every reasonable effort to maintain a sufficient workforce to staff its operations with bargaining unit employees (4/26/12).
- N-12-862: Local 804 v. UPS, Long Island City, NY
On behalf of **Roberto Panchame**, Union alleges a violation of **Article 3 Section 7**. The Company performed bargaining unit work without exhausting every reasonable effort to maintain a sufficient

workforce to staff its operations with bargaining unit employees (2/24/12, 3/5/12, 3/6/12 and 4/11/12).

- N-12-863: Local 804 v. UPS, Long Island City, NY
On behalf of **Floricer Recarey**, Union alleges a violation of **Article 3 Section 7**. The Company performed bargaining unit work without exhausting every reasonable effort to maintain a sufficient workforce to staff its operations with bargaining unit employees (4/9/12, 4/11/12, 4/13/12, 4/17/12, 4/18/12, and 4/20/12).
- N-12-864: Local 804 v. UPS, Long Island City, NY
On behalf of **Ruben Rivas**, Union alleges a violation of **Article 3 Section 7**. The Company performed bargaining unit work without exhausting every reasonable effort to maintain a sufficient workforce to staff its operations with bargaining unit employees (3/1/12, 3/26/12, and 4/10-12/12).
- N-12-865: Local 804 v. UPS, Long Island City, NY
On behalf of **Chris Santana**, Union alleges a violation of **Article 3 Section 7**. The Company performed bargaining unit work without exhausting every reasonable effort to maintain a sufficient workforce to staff its operations with bargaining unit employees (3/5-6/12).
- N-12-866: Local 804 v. UPS, Long Island City, NY
On behalf of **Roman Silverman**, Union alleges a violation of **Article 3 Section 7**. The Company performed bargaining unit work without exhausting every reasonable effort to maintain a sufficient workforce to staff its operations with bargaining unit employees (3/5/12, 4/17/12, and 4/30/12).
- N-12-867: Local 804 v. UPS, Long Island City, NY
On behalf of **Rahlou Smith**, Union alleges a violation of **Article 3 Section 7**. The Company performed bargaining unit work without exhausting every reasonable effort to maintain a sufficient workforce to staff its operations with bargaining unit employees (2/22-23/12, 2/28-29/12, 3/5/12, 3/19/12, 4/9-11/12).

- N-12-868: Local 804 v. UPS, Long Island City, NY
On behalf of **Darrell Tucker**, Union alleges a violation of **Article 3 Section 7**. The Company performed bargaining unit work without exhausting every reasonable effort to maintain a sufficient workforce to staff its operations with bargaining unit employees (3/14/12).
- N-12-869: Local 804 v. UPS, Long Island City, NY
On behalf of **Rodnith Levasseur**, Union alleges a violation of **Article 3 Section 7**. The Company violated the long established local practice of double shifting, early call-in and overtime within the clerk classification by using a preloader before considering other full time clerks (11/15/11).
- N-12-870: Local 804 v. UPS, Long Island City, NY
On behalf of **Alejandro Felix**, Union alleges a violation of **Article 3 Section 7**. The Company performed bargaining unit work without exhausting all means to use bargaining unit employees (5/8/12).
- N-12-871: Local 804 v. UPS, Long Island City, NY
On behalf of **Angel Alvarado**, Union alleges a violation of **Article 3 Section 7**. The Company performed bargaining unit work without exhausting all means to use bargaining unit employees (5/7/12).
- N-12-872: Local 804 v. UPS, Long Island City, NY
On behalf of **Mike Black**, Union alleges a violation of **Article 3 Section 7**. The Company performed bargaining unit work without exhausting all means to use bargaining unit employees (5/7/12).
- N-12-873: Local 804 v. UPS, Long Island City, NY
On behalf of **John Contini**, Union alleges a violation of **Article 3 Section 7**. The Company performed bargaining unit work without exhausting all means to use bargaining unit employees (3/14/12).
- N-12-874: Local 804 v. UPS, Long Island City, NY
On behalf of **Domenick DeDomenico**, Union alleges a violation of **Article 3 Section 7**. The Company performed bargaining unit work without exhausting all means to use bargaining unit employees (5/8/12).

- N-12-875: Local 804 v. UPS, Long Island City, NY
On behalf of **Victor Hernandez**, Union alleges a violation of **Article 3 Section 7**. The Company performed bargaining unit work without exhausting all means to use bargaining unit employees (4/3/12).
- N-12-876: Local 804 v. UPS, Long Island City, NY
On behalf of **Hiram Irizary**, Union alleges a violation of **Article 3 Section 7**. The Company performed bargaining unit work without exhausting all means to use bargaining unit employees. (5/8/12).
- N-12-877: Local 804 v. UPS, Long Island City, NY
On behalf of **Richard Pawlikowski**, Union alleges a violation of **Article 3 Section 7**. The Company performed bargaining unit work without exhausting all means to use bargaining unit employees (5/7/12 and 5/9/12).
- N-12-878: Local 804 v. UPS, Long Island City, NY
On behalf of **Vincent Perrone**, Union alleges a violation of **Article 3 Section 7**. The Company performed bargaining unit work without exhausting all means to use bargaining unit employees (4/10/12 and 5/8/12).
- N-12-879: Local 804 v. UPS, Long Island City, NY
On behalf of **David Torrez**, Union alleges a violation of **Article 3 Section 7**. The Company performed bargaining unit work without exhausting all means to use bargaining unit employees (5/8/12).
- N-12-880: Local 804 v. UPS, Long Island City, NY
On behalf of **Edween Villalta**, Union alleges a violation of **Article 3 Section 7**. The Company performed bargaining unit work without exhausting all means to use bargaining unit employees (2/23/12, 2/24/12, 3/26/12, 3/27/12, 3/28/12, 3/29/12 and 3/30/12).
- N-12-881: Local 804 v. UPS, Long Island City, NY
On behalf of **Fritz Olbas**, Union alleges a violation of **Article 17**. Supervisor Larry Cirullo failed to correct grievant's pay shortage which was the result of an Employer error (ongoing from 3/26/12).

- N-12-882: Local 804 v. UPS, Long Island City, NY
On behalf of **David Cardona**, Union alleges a violation of **Article 17**. The Company failed to correct grievant's pay shortage which was the result of an Employee error (ongoing from 3/15/12).
- N-12-883: Local 804 v. UPS, Long Island City, NY
On behalf of **Darwin Campuzano**, Union alleges a violation of **Article 17**. Manager John Woods failed to correct grievant's pay shortage which was a result of an Employer error (1/3/12).
- N-12-884: Local 804 v. UPS, Long Island City, NY
On behalf of **Alejandro Felix**, Union alleges a violation of **Article 4 and Article 6, Section 1**. Manager John Woods had threatened discipline if grievant did not enter into and sign an extra contract agreement, and did so without Union representation (3/9/12).
- N-12-885: Local 804 v. UPS, Long Island City, NY
On behalf of **Christopher A. Williamson**, Union alleges a violation of **Article 21**. After loss prevention issued the Steward a pass to use his iPad for the grievance process, Loss prevention rescinded authorization immediately after a grievance hearing (ongoing from 3/3/12).
- N-12-886: Local 804 v. UPS, Long Island City, NY
On behalf of **Thakur Khelawan**, Union alleges a violation of **Article 22 Section 5**. Grievant was denied his guarantee and told to punch out when he asked to work and work was available (3/26-27/12).
- N-12-887: Local 804 v. UPS, Long Island City, NY
On behalf of **Joe Forcelli**, Union alleges a violation of **Article 22 Section 4**. The Company is not allowing part-time employees with six (6) months seniority the right to a preferred job (1/2/12 to present).
- N-12-888: Local 804 v. UPS, Long Island City, NY
On behalf of **Steven Hernandez**, Union alleges a violation of **Article 37 Section 1**. Manager Santiago Lado has overly supervised grievant in the

performance of his duties (ongoing but escalated on 4/23/12).

- N-12-889: Local 804 v. UPS, Long Island City, NY
On behalf of **Kareem Neptune**, Union alleges a violation of **Article 37 Section 1**. Supervisor Larry Cirullo has overly supervised grievant and treated him with an egregious lack of dignity and respect with regard to restroom breaks and professionalism (3/6/12).
- N-12-890: Local 804 v. UPS, Long Island City, NY
On behalf of **Robert Glovitz**, Union alleges a violation of **Article 37 Section 1**. Supervisor Larry Cirullo has overly supervised grievant and treated him with an egregious lack of dignity and respect with regard to restroom breaks (5/1/12).
- N-12-891: Local 804 v. UPS, Long Island City, NY
On behalf of **David Michael**, Union alleges a violation of **Article 37**, claiming grievant was short 4 hours in his weekly check (7/23/11).
- N-12-892: Local 804 v. UPS, Long Island City, NY
On behalf of **Dennis Connors**, Union alleges a violation of **Article 23**, claiming grievant was not paid all monies due after resigning (10/11).
- N-12-893: Local 804 v. UPS, Long Island City, NY
On behalf of **Joseph Indelicato**, Union alleges a violation of **Article 3 Section 7**, claiming Supervisor performed bargaining unit work (4/30/12).

WEST

N-12-894: Local 856 v. UPS, San Bruno, CA
On behalf of **all affected employees**, Union alleges a violation of **Article 32**, claiming Company is subcontracting bargaining unit work. Company not abiding by the decision of Case No. N-11-87.

SOUTH

- N-12-895: Local 886 v. UPS, Oklahoma City, OK
On behalf of **Terry Jones**, Union alleges a violation of **Article 32**, claiming Company is subcontracting bargaining unit work. Violation took place 2/10/12 and ongoing.
- N-12-896: Local 886 v. UPS, Oklahoma City, OK
On behalf of **Joel Craig**, Union alleges a violation of **Article 17**, claiming Company withheld too much from paycheck. Violation took place 6/10/11 and 6/17/11.
- N-12-897: Local 769 v. UPS, Miami, FL
On behalf of **all affected employees**, Union alleges a violation of **Article 22 Section 3**, employee Sammie Mitchell retired and position was not filled. Violation took place February 2010.
- N-12-898: Local 769 v. UPS, Miami, FL
On behalf of **all affected employees**, Union alleges a violation of **Article 22 Section 3**, employee Johnnie Jackson retired and position was not filled. Violation took place February 2010.

SAFETY AND HEALTH COMMITTEE

CASES CARRIED OVER:

- N-08-57: Local 385 v. UPS, Orlando, FL
On behalf of **all affected employees**, Union alleges a violation of **Articles 16 and 35**, claiming that the Company is refusing to provide pre-care and after-care and return to work documentation.
- N-10-124: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges that the Company is in violation of **Articles 18, 47 and all others that apply**, with respect to health, safety and climate conditions as a result of the thermostat set points at 45 degrees Fahrenheit for occupied and 40 degrees Fahrenheit for unoccupied areas.
- N-10-129: Local 519 v. UPS, Knoxville, TN
On behalf of **all affected employees**, Union alleges a violation of **Article 18, Section 6 and all others that apply**, claiming a change of practice by the Company to lower building temperature from 54 degrees Fahrenheit to 40 degrees Fahrenheit.
- N-10-183: Local 251 v. UPS, East Providence, RI
On behalf of **Timothy Arneson**, Union alleges that the Company is in violation of **Article 14, Section 3**. Grievant is requesting a reasonable accommodation due to his disability (Multiple Sclerosis).
- N-11-90: Local 651 v. UPS, Lexington, KY
On behalf of **Blake Jenkins, William Scott Clary and Richard Haun**, Union alleges that the Company is in violation of **Article 18, Section 6**, claiming conditions are too cold, requesting that the heat be turned on or up.
- N-11-91: Local 901 v. UPS, San Juan, PR
On behalf of **William Rivera**, Union alleges that the Company is in violation of **Article 35, Sections 4 and 10**. Grievant was terminated after failing a

drug test. He went to rehab, was reinstated to his position and then failed an alcohol test by .5.

- N-11-95: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges a violation of **Article 18 and others that apply**. The Company knowingly and purposefully created an unsafe work area by not repairing the flooding problem in the Bound Brook auto shop (Grievance #49040).
- N-11-97: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges a violation of **Article 18**, claiming the Company created an unsafe work area in Edison Small Sort.
- N-11-117: Local 104 v. UPS, Phoenix, AZ
On behalf of **all affected employees**, Union alleges that the Company is in violation of **Article 17, Article 18, Section 2 and all others that apply**, claiming drivers are precluded from checking CCR's on the clock.
- N-11-118: Local 177 v. UPS, Hillside, NJ
On behalf of **Wayne Scragg**, Union alleges that the Company is in violation of **Article 14**. Grievant reported for work, refused work by Center Manager Jeff Bossert. Bossert stated "he is not going to make reasonable accommodations to him by giving him a low step truck." (Grievance #52904)
- N-11-124: Local 344 v. UPS, Milwaukee, WI
On behalf of **all affected employees**, Union alleges the Company is in violation of **Article 18**, that claiming low backed seats in tractors are serious safety concern and a violation of the Safety and Health Preamble.
- N-11-280: Local 671 v. UPS, Bloomfield, CT
On behalf of **Eric Downer**, Union alleges a violation of **Article 18 and all others that apply**. The Company has refused to replace fans in the cab compartment, which is a departure from the maintenance of standards that has existed for many years.

- N-11-288: 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 grievant an accommodation.
- N-12-665: Local 294 v. UPS, Albany, NY
On behalf of **Isaac Daniels**, Union alleges that the Company violated **Article 14 and all others that apply**, claiming grievant was unjustly denied work (9/23/11).
- N-12-666: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges that the Company is in violation of **Article 18 and Article 37**, claiming the Safety Committee is being used outside the scope of language, members being harassed [10/21/11 (upon discovery)].
- N-12-668: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges a violation of **Article 18**, claiming the Company is not securing air containers.
- N-12-669: Local 639 v. UPS, Washington, DC
On behalf of **Victor Scocco**, Union alleges a violation of **Article 16 and 35**, claiming the Company made unilateral and improper decision to perform aftercare testing beyond the five (5) year aftercare testing period in accordance with DOT Guidelines.
- N-12-671: Local 30 v. UPS, Jeannette, PA
On behalf of **Barry Coffman**, Union alleges a violation of **Article 34 and all others that apply**, claiming pension payment not made for compensable time off (11/21 - 11/25/10).
- N-12-672: Local 30 v. UPS, Jeannette, PA
On behalf of **Brad Bressler**, Union alleges a violation of **Article 34 and all others that apply**, claiming pension payment not contributed for compensable time off (Week ending June 25, 2011).
- N-12-673: Local 61 v. UPS, Asheville, NC
On behalf of **Jimmy Smith**, Union alleges the Company violated **Article 16, Section 6 and all others that apply**. Grievant was on an approved FMLA caring for

his mother the entire week of Thanksgiving 2010 and was not paid the two (2) Thanksgiving holidays. Since FMLA constitutes a "mutually agreed-to absence," grievant should be paid his two holidays.

- N-12-674: Local 177 v. UPS, Hillside, NJ
On behalf of **Rich Edwards**, Union alleges a violation of **Article 18**, claiming the Company is putting all of its employees' safety at risk with Joe Rooth in the Mount Olive facility (11/18/11).
- N-12-678: Local 177 v. UPS, Hillside, NJ
On behalf of **Jim McAlinden**, Union alleges a violation of **Article 18**, claiming the Company is putting workers in an unsafe position (Grievance #60589).
- N-12-679: Local 177 v. UPS, Hillside, NJ
On behalf of **Roberta Rodriguez**, Union alleges a violation of **Article 14, Section 3**, claiming the Company did not comply with a reasonable position for ADA accommodation.
- N-12-680: Local 767 v. UPS, Forest Hill, TX
On behalf of **Jeff Esskew**, Union alleges the Company violated **Article 14 and all others that apply**, compelling grievant into an extra contract agreement concerning his TAW 05214N11.
- N-12-684: Local 804 v. UPS, Long Island City, NY
On behalf of **Joe Bagnasco**, Union alleges a violation of **Article 14, Section 3 and Article 36**, claiming the Company failed to make a reasonable accommodation for PCD Bagnasco's workday after he requested one under the ADA and also failed to allow the grievant to work (ongoing since 11/2/11).
- N-12-686: Local 480 v. UPS, Nashville, TN
On behalf of **David Humes**, Union alleges a violation of **Articles 7, 16 17, 35 and all others that apply**. The Company improperly denied grievant work opportunities after he was cited for an off-the-clock DUI (Grievance #17388).

- N-12-690: Local 480 v. UPS, Nashville, TN
On behalf of **Paul Murray**, Union alleges a violation of **Articles 18, 6 and all others that apply**, claiming building heat (December 2009).
- N-12-691: Local 480 v. UPS, Nashville, TN
On behalf of **Steve Odom**, Union alleges a violation of **Articles 18, 6 and all others that apply**, claiming building heat (ongoing).
- N-12-692: Local 480 v. UPS, Nashville, TN
On behalf of **Tracy Wallace**, Union alleges a violation of **Articles 18, 6 and all others that apply**, claiming building heat (ongoing).
- N-12-759: Local 767 v. UPS, Forest Hill, TX
On behalf of **Mandy Curry**, Union alleges a violation of **Articles 17 and 17**, claiming the Company compelled grievant to enter into an extra contract agreement concerning her TAW (April 2011) 04467N11.
- N-12-760: Local 767 v. UPS, Forest Hill, TX
On behalf of **Mandy Curry**, Union alleges a violation of **Articles 17 and 17**, claiming the Company compelled grievant to enter into an extra contract agreement concerning her TAW (8/9/11) 08272UP11.
- N-12-761: Local 767 v. UPS, Forest Hill, TX
On behalf of **Larry Morris**, Union alleges a violation of **Articles 17 and 17**, claiming the Company compelled grievant to enter into an extra contract agreement concerning his TAW (5/26/11 and ongoing) 06487N11.

NEW CASES:

- N-12-899: Local 667 v. UPS, Memphis, TN
On behalf of **all affected employees**, Union alleges a violation of **Article 18 and all others that apply**, claiming employees have a right to use radios of their choice in the cab (DeWalt radios per labor agreement)(on or about October 7, 2011).

- N-12-900: Local 901 v. UPS, San Juan, PR
On behalf of **Jose Colon**, Union alleges a violation of **Article 35**, the urine sample given by employee was not enough but was not a Refusal and seeks job back with back pay(4/13/12).
- N-12-901: Local 171 v. UPS, Salem, VA
On behalf of **Tim Huffman, Richard Horne and all affected**, Union alleges the Company violated **Article 16**. Union is asking all monies due to all affected (1/4/12).
- N-12-902: Local 177 v. Hillside, NJ
On behalf of **Mike Carmeci**, Union alleges a violation of **Articles 14&18**, Company doctor changed grievant medical treatment in an attempt to conform with TAW assignment (3/14/11).
- N-12-903: Local 177 v. Hillside, NJ
On behalf of **Mike Carmeci**, Union alleges a violation of **Article 14**, he was refused medical treatment and all monies due to make grievants whole.
- N-12-904: Local 177 v. UPS, Hillside, NJ
On behalf of **Robert Quinn**, Union alleges a violation of **Article 14**, grievant did not receive his regular hourly rate of pay for additional medical treatment to a compensable injury. Treatment was administered during grievant's regular work hours (Grievance #66087) (1/5/12, 1/16/12, and 2/3/12).
- N-12-905: Local 886 v. UPS, Oklahoma City, OK
On behalf of **John Ricketts**, Union alleges a violation of **Articles 18 and 71**. Unsafe work environment due to walk path change by Company (6/2/11).
- N-12-906: Local 804 v. UPS, Long Island City, NY
On behalf of **Robert Jewels**, Union alleges a violation of **Article 14 Section 1, Compensation Claims** (2/2/12).
- N-12-907: Local 804 v. UPS, Long Island City, NY
On behalf of **Christopher Verini**, Union alleges a violation of **Article 14 Section 3**. Grievant was approved for a reasonable accommodation under the

American with Disabilities Act but Company has not accommodated grievant in over 6 months (September 2011).

- N-12-908: Local 804 v. UPS, Long Island City, NY
On behalf of **Pre-loaders**, Union alleges a violation of **Article 44 Section 3**. The Company is co-mingling all over 70 pound packages and irregular shipments, and tires with under 70 pound regular packages on the belts during the sort. This is causing a safety hazard (1/2/12 to present).
- N-12-909: Local 804 v. UPS, Long Island City, NY
On behalf of **Danny Villagran**, Union alleges a violation of **Article 20**. The Company is in violation by not allowing the employee to work and failing to schedule a Third Doctor examination within ten working days (ongoing from 3/5/12).
- N-12-910: Local 804 v. UPS, Long Island City, NY
On behalf of **Giuseppe Musso**, Union alleges a violation of **Article 20**. The Company is in violation by not allowing the employee to work and failing to schedule a Third Doctor examination within ten working days (ongoing from 3/5/12).
- N-12-911: Local 804 v. UPS, Long Island City, NY
On behalf of **Julie DeSantis Mayer**, Union alleges a violation of **Article 16 Section 4**. Grievant was denied a light duty request certified in writing by a physician (4/25/12).
- N-12-912: Local 804 v. UPS, Long Island City, NY
On behalf of **Pastora Payano**, Union alleges a violation of **Article 16 Section 4**. Grievant was denied a light duty request certified in writing by a physician (1/13/12).

PREMIUM SERVICES COMMITTEE

CASES CARRIED OVER:

- N-09-57: Local 70 v. UPS, Oakland, CA
On behalf of **all affected senior employees**, Union alleges that the Company violated **Article 43**, by not having Local 70 do the Feeder/Sleeper team run in question.
- N-09-258: Local 992 v. UPS, Hagerstown, MD
On behalf of **Brett Golden**, Union alleges a violation of **Articles 43 and 32**. On or about 9/29/08, UPS began using the "New Covenant" trucking company to perform bargaining unit Feeder Work that had been performed by the UPS Feeder Drivers dispatched out of the Hagerstown, MD UPS building. Specifically, UPS is allowing the non-union New Covenant trucking Company to move loads from the Home Depot Distribution Center located in Hagerstown, MD to Chicago, IL and Salt Lake City, UT.
- N-10-136: Local 70 v. UPS, Oakland, CA
On behalf of **Larson and Otto**, Union alleges that the Company is violating grievants' contractual rights under **Articles 17 and 43**, and request that grievants be paid for delay time.
- N-11-150: Local 177 v. UPS, Hillside, NJ
On behalf of **Bernadino Romano and Juan Montoto**, Union alleges that the Company violated **Article 43**, claiming drivers were not paid time and one-half (1-½) rate for a breakdown after restart at home domicile (2/3/11).
- N-11-300: Local 41 v. UPS, Kansas City, MO
On behalf of **Jerry Ash**, Union alleges that the Company violated **Article 43 and all others that apply**. On Sunday, June 6, grievant is going on a sleeper team job that starts at 4 a.m. On 6/3 Steve Mitchell informed him that if he chose this job, he would need 34 hours off prior to starting. In the past, other drivers have been allowed to get 34 hours in the sleeper, but Steve will not allow this

on 6/6. Grievant has been informed to take off Friday, 6/4 to be able to do sleeper. He was also informed by dispatcher (JP) on 6/3 that missing Friday, 6/4 will be an attendance occurrence.

- N-11-301: Local 455 v. UPS, Denver, CO
On behalf of **Jim Carlton and Rob Kirkpatrick**, Union alleges the Company violated **Article 43 and all others that apply**, claiming grievants were not paid seventh (7th) day pay for extra day worked (10-01-052).
- N-11-302: Local 455 v. UPS, Denver, CO
On behalf of **Jim Carlton and Rob Kirkpatrick**, Union alleges the Company violated **Article 43 and all others that apply**, claiming grievants were not paid seventh (7th) day pay for extra day worked (10-01-055).
- N-11-303: Local 455 v. UPS, Denver, CO
On behalf of **Jim Carlton and Rob Kirkpatrick**, Union alleges the Company violated **Article 43 and all others that apply**, claiming seventh (7th) day was not paid at double time (10-01-096).
- N-11-304: Local 455 v. UPS, Denver, CO
On behalf of **Rick Mausbach**, Union alleges the Company violated **Article 43 and all others that apply**, claiming grievant was not paid seventh (7th) day premium for second (2nd) day worked local.
- N-11-305: Local 455 v. UPS, Denver, CO
On behalf of **Ginek Elbaum**, Union alleges the Company violated **Article 43 and all others that apply**, claiming incorrect pay for seventh (7th) day.
- N-12-06: Local 767 v. UPS, Forest Hill, TX
On behalf of **Larry Kuykendall**, Union alleges a violation of **Article 26 and all others that apply**. The Company is placing loads back on the rail in St. Louis, MO (EARMO) and cutting jobs in Mesquite while Feeder Drivers with more than three (3) years' seniority are laid off 0315N11.

N-12-693: Local 63 v. UPS, Rialto, CA
On behalf of **Vince Runge**, Union alleges that the Company violated **Article 43**, claiming improper reconfiguration of an existing Sleeper run.

N-12-699: Local 767 v. UPS, Forest Hill, TX
On behalf of **Keith Caruthers**, Union alleges a violation of **Articles 43, 17 and all others that apply**. The Company is placing loads back on the rail in St. Louis, MO (EARMO) and cutting jobs in Mesquite, while feeder drivers with more than three years' seniority are laid off 07158UP11.

N-12-702: Local 480 v. UPS, Nashville, TN
On behalf of **Michael Williams**, Union alleges a violation of **Article 43 and all others that apply**. The Company improperly utilized a Feeder Sleeper Team within the local jurisdiction (6/13/11).

NEW CASES:

N-12-913: Local 891 v. UPS, Jackson, MS
On behalf of **Local Union 891**, Union alleges a violation of **Article 17 and all others that apply**. All Jackson mileage feeder drivers be paid all additional monetary conditions payment established from Memphis Feeder Operation and surrounding areas (6/9/11).

N-12-914: Local 767 v. UPS, Fort Worth, TX
On behalf of **all affected employees**, Union alleges a violation of **Article 38 and all others that apply**, claiming the Company is attempting to implement a new mileage run corridor. This new corridor will cause the layoff of Feeder Drivers in the Vernon Center (4/20/12 and ongoing).

9.5

CASES CARRIED OVER:

- N-09-263: Local 70 v. UPS, Oakland, CA
On behalf of **all affected employees within NorCal**, Union alleges a violation of Article 37, claiming that the Company failed to post the Opt-In/Opt-Out list as required by the contract.
- N-09-367: Local 70 v. UPS, Oakland, CA
On behalf of **Ignacio Munoz**, Union alleges a violation of **Articles 37 and 22**. UPS is violating contractual rights by not following what was negotiated for 9.5 violations (UPR-5-09-57H).
- N-09-368: Local 70 v. UPS, Oakland, CA
On behalf of **Ignacio Munoz**, Union alleges a violation of **Articles 37 and 22**. UPS is violating contractual rights by not following what was negotiated for 9.5 violations (UPR-5-09-58H).
- N-09-369: Local 70 v. UPS, Oakland, CA
On behalf of **Ignacio Munoz**, Union alleges a violation of **Articles 37 and 22**. UPS is violating contractual rights by not following what was negotiated for 9.5 violations (UPR-5-09-89F).
- N-09-398: Local 70 v. UPS, Oakland, CA
On behalf of **Ignacio Munoz**, Union alleges that the Company violated **Article 37 and all others that apply**, claiming ongoing 9.5 violations (7/2/09).
- N-10-171: Local 533 v. UPS, Reno, NV
On behalf of **Scott Bryant**, Union alleges a violation of **Article 37, Section 1**, claiming that management has failed to post 9.5 list after being asked repeatedly (7/13/09, 7/14/09, 7/15/09 and 7/16/09).
- N-10-172: Local 533 v. UPS, Reno, NV
On behalf of **Gary Watson**, Union alleges that the Company is in violation of **Article 37, Section 1**, claiming grievant is being forced to work over 9.5 hours for three (3) or more days (Week Ending 10/17/09).

- N-10-173: Local 533 v. UPS, Reno, NV
On behalf of **Gary Watson**, Union alleges that the Company is in violation of **Article 37, Section 1**, claiming grievant is being forced to work over 9.5 hours for three (3) or more days (Week Ending 10/24/09).
- N-10-235: Local 70 v. UPS, Oakland, CA
On behalf of **Ignacio Munoz**, Union alleges that the Company violated **Article 37 and all others that apply**, by ongoing 9.5 violations (10/19/09) UPR 12-09-39XX.
- N-10-236: Local 70 v. UPS, Oakland, CA
On behalf of **Sam Bolyard**, Union alleges that the Company violated **Article 37 and all others that apply**, by ongoing 9.5 violations (10/19/09) UPR 12-09-77WW.
- N-10-237: Local 70 v. UPS, Oakland, CA
On behalf of **Chico Williams**, Union alleges that the Company violated **Article 37 and all others that apply**, by ongoing 9.5 violations (1/4/10 and ongoing) UPR 3-10-934, UPR 3-10-935; UPR 3-10-936; and UPR 3-10-937.
- N-10-238: Local 70 v. UPS, Oakland, CA
On behalf of **Duran Minkler**, Union alleges that the Company violated **Article 37 and all others that apply**, by ongoing 9.5 violations (1/27/10) UPR 3-10-938.
- N-10-239: Local 70 v. UPS, Oakland, CA
On behalf of **Gary Boyd**, Union alleges that the Company violated **Article 37 and all others that apply**, by ongoing 9.5 violations (10/12/09) UPR 12-09-14VV.
- N-10-240: Local 70 v. UPS, Oakland, CA
On behalf of **Luis Fernandez**, Union alleges a violation of **Article 37 and all others that apply**, claiming that the Company is not honoring 9.5 rights (3/1/10) UPR 4-10-13F and UPR 4-10-15F.

- N-10-242: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected Package Car Drivers**, Union alleges that the Company violated provisions of **Article 37, Section 1** (4/28/10 and ongoing).
- N-10-327: Local 70 v. UPS, Oakland, CA
On behalf of **Donte Reader**, Union alleges that the Company is in violation of **Article 37 and all others that apply**, claiming ongoing 9.5 violations.
- N-10-328: Local 70 v. UPS, Oakland, CA
On behalf of **Luis Fernandez**, Union alleges that the Company is in violation of **Article 37 and all others that apply**, claiming ongoing 9.5 violations (3/15/10).
- N-10-329: Local 70 v. UPS, Oakland, CA
On behalf of **Luis Fernandez**, Union alleges that the Company is in violation of **Article 37 and all others that apply**, claiming ongoing 9.5 violations (3/22/10).
- N-10-330: Local 70 v. UPS, Oakland, CA
On behalf of **Sam Bolyard**, Union alleges that the Company is in violation of **Article 37 and all others that apply**, claiming ongoing 9.5 violations.
- N-10-331: Local 70 v. UPS, Oakland, CA
On behalf of **Orantes Powdrill**, Union alleges that the Company is in violation of **Article 37 and all others that apply**, claiming ongoing 9.5 violations.
- N-10-332: Local 70 v. UPS, Oakland, CA
On behalf of **Manuel Freitas**, Union alleges that the Company is in violation of **Article 37 and all others that apply**, claiming ongoing 9.5 violations.
- N-10-408: Local 533 v. UPS, Reno, NV
On behalf of **Bryant**, Union alleges that the Company violated **Article 37, Section 1**, by forcing grievant to work over 9.5 hours, three days or more (Week Ending 5/16/09).
- N-10-410: Local 70 v. UPS, Oakland, CA
On behalf of **Jaime Cruz**, Union alleges a violation of **Article 37 and all others that apply**, claiming

the Company is violating grievant's contractual rights by 9.5 violations (4/12/10 and 4/26/10).

- N-10-411: Local 70 v. UPS, Oakland, CA
On behalf of **Luis Fernandez**, Union alleges a violation of **Article 37 and all others that apply**, claiming the Company is violating grievant's contractual rights by 9.5 violations (4/12/10).
- N-10-412: Local 70 v. UPS, Oakland, CA
On behalf of **Ignacio Munoz**, Union alleges a violation of **Article 37 and all others that apply**, claiming the Company is violating grievant's contractual rights by ongoing 9.5 violations (4/12/10 and 4/20/10).
- N-10-413: Local 70 v. UPS, Oakland, CA
On behalf of **Greg Reyes**, Union alleges a violation of **Article 37 and all others that apply**, claiming the Company is violating grievant's contractual rights by ongoing 9.5 violations (7/26/10 and 8/2/10).
- N-10-414: Local 70 v. UPS, Oakland, CA
On behalf of **Kevin Ruffin**, Union alleges a violation of **Article 37 and all others that apply**, claiming the Company is violating grievant's contractual rights by ongoing 9.5 violations (5/24; 6/7; 3/29 and 4/19).
- N-11-157: Local 764 v. UPS, Milton, PA
On behalf of **Lynn Hoyt**, Union alleges a violation of **Article 37**. This grievance was filed prior to the Company claiming the application of the Memo from the 9.5 Committee "9.5 Guidelines" (September 13-17, 2010).
- N-11-317: Local 87 v. UPS, Bakersfield, CA
On behalf of **Russell Wagner**, Union alleges a violation of **Article 37**, claiming the Company denied 9.5 payment (1/19/10 through 10/9/10).
- N-11-327: Local 667 v. UPS, Memphis, TN
On behalf of **Roderick Motley**, Union alleges that the Company is in violation of **Article 37**. Grievant is entitled to CBA protection, even on different

routes. Daily routes are not excluded from protection within the CBA.

- N-11-328: Local 70 v. UPS, Oakland, CA
On behalf of **Nigel Gillett, Herman Johnson and Luis Fernandez**, Union alleges a violation of **Article 37 and all others that apply**, claiming 9.5 violations. The Company is violating contractual rights by not honoring what was negotiated.
- N-11-405: Local 657 v. UPS, San Antonio, TX
On behalf of **Joe Armstrong**, Union alleges that the Company violated **Article 37**, claiming excessive hours and requests triple-time rate of pay (Week Ending 3/26/11).
- N-11-407: Local 657 v. UPS, San Antonio, TX
On behalf of **Leonard Gaitan**, Union alleges that the Company violated **Article 37**, claiming excessive hours on a regular basis (Week Ending 6/11/11).
- N-11-408: Local 657 v. UPS, San Antonio, TX
On behalf of **Albert Rodriguez**, Union alleges that the Company violated **Article 37**, claiming excessive hours and requests triple-time rate of pay (Week Ending 6/4/11).
- N-11-409: Local 70 v. UPS, Oakland, CA
On behalf of **Kevin Ruffin**, Union alleges a violation of **Article 37 and all others that apply**, claiming 9.5 violations. The Company is violating grievant's contractual rights because he is a relief package driver (8/23/10).
- N-12-707: Local 70 v. UPS, Oakland, CA
On behalf of **Greg Reyes, Luis Fernandez, Stacen Steinhoff and Edward A. Beckett**, Union alleges a violation of **Article 37 and all others that apply**, claiming 9.5 violations, 8/6/11 - 9/15/11 (UPR 10-11-3135).
- N-12-708: Local 70 v. UPS, Oakland, CA
On behalf of **Duran Minkler, James Rucker, Kevin Ruffin, Danny Chong, Mark Spencer and Robert Alameda**, Union alleges a violation of **Article 37 and all others that apply**, claiming 9.5 violations, 7/16/11 - 8/20/11 (UPR 10-11-3124).

- N-12-709: Local 70 v. UPS, Oakland, CA
On behalf of **Steve Ochoa, James Rucker, Robbie Vasquez, Stacen Steinhoff, Luis Fernandez, Greg Reyes, Ignacio Munoz, Mike Frasca and Edward A. Beckett**, Union alleges a violation of **Article 37 and all others that apply**, claiming 9.5 violations, 5/30/11 - 7/15/11 (UPR 9-11-2730).
- N-12-710: Local 70 v. UPS, Oakland, CA
On behalf of **Dennis Regas**, Union alleges a violation of **Article 37 and all others that apply**, claiming 9.5 violations, weeks of 4/25 and 5/2/11 (UPR 6-11-1937).
- N-12-711: Local 70 v. UPS, Oakland, CA
On behalf of **Edward A. Beckett**, Union alleges a violation of **Article 37 and all others that apply**, claiming 9.5 violations, week of 8/22 and 9/19/11 (UPR 11-11-3711).
- N-12-712: Local 70 v. UPS, Oakland, CA
On behalf of **Marc Cooper**, Union alleges a violation of **Article 37 and all others that apply**, claiming 9.5 violations, 9/6, 9/12 and 9/26/11 (UPR 11-11-3781).
- N-12-713: Local 70 v. UPS, Oakland, CA
On behalf of **Greg Reyes**, Union alleges a violation of **Article 37 and all others that apply**, claiming 9.5 violations, 10/3/11 (UPR 11-11-3789).
- N-12-714: Local 70 v. UPS, Oakland, CA
On behalf of **Raelene Glueckert**, Union alleges a violation of **Article 37 and all others that apply**, claiming 9.5 violations, week of 8/15, 8/22 and 8/29/11 (UPR 11-11-3791).
- N-12-715: Local 70 v. UPS, Oakland, CA
On behalf of **Benjamin Carter**, Union alleges a violation of **Article 37 and all others that apply**, claiming 9.5 violations, week of 8/15, 8/22, 9/5 and 9/19/11 (UPR 11-11-3794).
- N-12-716: Local 70 v. UPS, Oakland, CA
On behalf of **Doug Badie**, Union alleges a violation of **Article 37 and all others that apply**, claiming

9.5 violations, week of 9/6 and 9/19/11 (UPR 11-11-3798).

- N-12-717: Local 70 v. UPS, Oakland, CA
On behalf of **Gary Jones**, Union alleges a violation of **Article 37 and all others that apply**, claiming 9.5 violations, week of 8/8 and 8/16/11 (UPR 10-11-3432).
- N-12-718: Local 70 v. UPS, Oakland, CA
On behalf of **Kevin Ruffin**, Union alleges a violation of **Article 37 and all others that apply**, claiming 9.5 violations - week of 8/29 and 9/19/11 (UPR 11-11-3708).
- N-12-735: Local 509 v. UPS, Taylors, SC
On behalf of **Michael Heatherly**, Union alleges a violation of **Article 37, Section 1 (c)**. The Company continually failed to reduce grievant's excessive overtime, constantly working him in excess of 9.5 hours.
- N-12-736: Local 767 v. UPS, Forest Hill, TX
On behalf of **Coby Cowling**, Union alleges the Company violated **Article 37**, when grievant, already on 9.5 list, was worked over 9.5 four days of workweek (Tues-Fri). Three days (T, W, T) over 9.5 was on same route, fourth day (F) was on different route 09219UP11.
- N-12-737: Local 70 v. UPS, Oakland, CA
On behalf of **Sam Bolyard**, Union alleges a violation of **Article 37 and all others that apply**, claiming the Company is violating grievant's 9.5 rights (1/13/12).
- N-12-738: Local 70 v. UPS, Oakland, CA
On behalf of **Mike Frasca**, Union alleges a violation of **Article 37 and all others that apply**, claiming the Company is violating grievant's 9.5 rights (1/13/12).
- N-12-751: Local 480 v. UPS, Nashville, TN
On behalf of **William Morris**, Union alleges that the Company is in violation of **Article 37 and all others that apply**, and requests a review of overtime hours (ongoing).

- N-12-753: Local 480 v. UPS, Nashville, TN
On behalf of **Lance Anderson**, Union alleges that the Company is in violation of **Article 37 and all others that apply**, and requests a review of overtime hours (ongoing).
- N-12-754: Local 728 v. UPS, Atlanta, GA
On behalf of **Kendall Greeson**, Union alleges that the Company is in violation of **Article 37 and all others that apply**, claiming grievant worked three (3) or more days over 9.5 (Week Ending 6/3/11).
- N-12-755: Local 728 v. UPS, Atlanta, GA
On behalf of **Jason Houk**, Union alleges that the Company is in violation of **Article 37 and all others that apply**, claiming eight (8)-hour request denied without proper reasons (Week Ending 7/14/11).
- N-12-757: Local 767 v. UPS, Forest Hill, TX
On behalf of **Brian King**, Union alleges a violation of **Article 37 and all others that apply**, claiming the Company refuses to pay 9.5 violation (07197UP11).
- N-12-758: Local 767 v. UPS, Forest Hill, TX
On behalf of **Cory Phillips**, Union alleges a violation of **Article 37 and all others that apply**, claiming the Company is refusing to pay 9.5 violations.

NEW CASES:

- N-12-915: Local 728 v. UPS, Atlanta, GA
On behalf of **Jason Chambers**, Union alleges a violation of **Article 37**, claiming the Company is refusing to pay 9.5 violations (week ending 5/28/11).
- N-12-916: Local 667 v. UPS, Memphis, TN
On behalf of **Roderick Motley**, Union alleges a violation of **Article 37**. The Company failed to pay Grievant for hours worked over 9.5 (on or about 4/26-28/11).

- N-12-917: Local 886 v. UPS, Oklahoma City, OK
On behalf of **Jimmy Busellato**, Union alleges a violation of **Article 37**. Grievant was instructed to miss stops to avoid going over 9.5 hours on April 15, 2011 (4/11/11, 4/12/11 and 4/15/11).
- N-12-918: Local 886 v. UPS, Oklahoma City, OK
On behalf of **Jimmy Busellato**, Union alleges a violation of **Article 37**. Grievant ran over 9.5 hours on April 17-19, 2011 (4/17-19/11).
- N-12-919: Local 886 v. UPS, Oklahoma City, OK
On behalf of **Philip Garver**, Union alleges a violation of **Article 37**. The Company pulls grievant off his bid route and forces him into the unassigned pool, causing him to go over 9.5 hours (6/14, 6/16, 6/17, of 2011).
- N-12-920: Local 886 v. UPS, Oklahoma City, OK
On behalf of **Philip Garver**, Union alleges a violation of **Article 37**. Company pulled grievant off his bid route and forced him to the unassigned pool, causing him to run over 9.5 hours (2/27, 2/28, 2/29 3/01, 3/02, of 2012).
- N-12-921: Local 340 v. UPS, South Portland, ME
On behalf of **all affected employees**, Union alleges a violation of **Article 37 Section 1(b)**. Company cannot take the Article 37 overtime relief rights away from any bargaining unit employees (1/1/10 and ongoing).
- N-12-922: Local 70 v. UPS, Oakland, CA
On behalf of **Dan Kuhlman**, Union alleges a violation of **Article 37** UPR-3-12-0836 (1/23/12).
- N-12-923: Local 70 v. UPS, Oakland, CA
On behalf of **Schegrin Clay**, Union alleges a violation of **Article 37** UPR-3-12-0927(2/6/12).
- N-12-924: Local 70 v. UPS, Oakland, CA
On behalf of **Rafael Velazquez**, Union alleges a violation of **Article 37** UPR-4-12-1113 (2/27/12).
- N-12-925: Local 70 v. UPS, Oakland, CA
On behalf of **Rafael Velazquez**, Union alleges a violation of **Article 37** UPR-5-12-1273 (3/19/12).

- N-12-926: Local 70 v. UPS, Oakland, CA
On behalf of **Gabriel Mathews**, Union alleges a violation of **Article 37** UPR-5-12-1258 (2/18/12).
- N-12-927: Local 70 v. UPS, Oakland, CA
On behalf of **Gabriel Mathews**, Union alleges a violation of **Article 37** UPR-5-12-1259 (2/24/12).
- N-12-928: Local 70 v. UPS, Oakland, CA
On behalf of **Gary Boyd**, Union alleges a violation of **Article 37** UPR-3-12-0837 (1/23/12).
- N-12-929: Local 70 v. UPS, Oakland, CA
On behalf of **Gary Boyd**, Union alleges a violation of **Article 37** UPR-4-12-1114 (2/20/12).
- N-12-930: Local 70 v. UPS, Oakland, CA
On behalf of **Dave Rodriguez**, Union alleges a violation of **Article 37** UPR-4-12-0998 (2/13/12).
- N-12-931: Local 70 v. UPS, Oakland, CA
On behalf of **Dave Rodriguez**, Union alleges a violation of **Article 37** UPR-4-12-1067 (2/20/12).
- N-12-932: Local 804 v. UPS, Long Island City, NY
On behalf of **Anthony Verdoliva**, Union alleges a violation of **Article 37 Section 1**, weeks ending 4/7/12 and 4/28/12.
- N-12-933: Local 804 v. UPS, Long Island City, NY
On behalf of **Ramon Silvestre**, Union alleges a violation of **Article 37 Section 1**, weeks ending 2/18, 2/25, 3/3, 3/10, 3/24, 3/31, 4/7, 4/14, and 4/21.
- N-12-934: Local 804 v. UPS, Long Island City, NY
On behalf of **Audwin Greene**, Union alleges a violation of **Article 37 Section 1**, week ending 4/21/12.
- N-12-935: Local 804 v. UPS, Long Island City, NY
On behalf of **Alberto Arias**, Union alleges a violation of **Article 37 Section 1**, week ending 3/24/12.

- N-12-936: Local 804 v. UPS, Long Island City, NY
On behalf of **Daniel Morales**, Union alleges a violation of **Article 37 Section 1**, weeks ending 2/4/12, 2/11/12 and 2/18/12.
- N-12-937: Local 804 v. UPS, Long Island City, NY
On behalf of **Anthony Reynolds**, Union alleges a violation of **Article 37 Section 1(c)**. Company failed to make a reasonable effort to reduce package car driver Reynolds' workday below 9.5 hours per day after letting him "Opt in". Company also failed to grant the grievant triple time pay for hours worked in excess of 9.5 hours per day (week ending 5/12/12).
- N-12-938: Local 804 v. UPS, Long Island City, NY
On behalf of **Chris Robinson**, Union alleges a violation of **Article 37 Section 1(c)**. Company failed to make a reasonable effort to reduce package car driver Robinson's workday below 9.5 hours per day after letting him "Opt in". Company also failed to grant the grievant triple time pay for hours worked in excess of 9.5 hours per day (week ending 5/12/12).
- N-12-939: Local 804 v. UPS, Long Island City, NY
On behalf of **Steve Ambrosio**, Union alleges a violation of **Article 37 Section 1(c)**. Company failed to make a reasonable effort to reduce package car driver Ambrosio's workday below 9.5 hours per day after letting him "Opt in". Company also failed to grant the grievant triple time pay for hours worked in excess of 9.5 hours per day (week ending 5/12/12).
- N-12-940: Local 804 v. UPS, Long Island City, NY
On behalf of **Bill Keller**, Union alleges a violation of **Article 37 Section 1(c)**. Company failed to make a reasonable effort to reduce package car driver Keller's workday below 9.5 hours per day after letting him "Opt in". Company also failed to grant the grievant triple time pay for hours worked in excess of 9.5 hours per day (week ending 5/12/12).

- N-12-941: Local 804 v. UPS, Long Island City, NY
On behalf of **James Ferraro**, Union alleges a violation of **Article 37 Section 1**, 9.5 list (2/6, 2/7 and 2/9).
- N-12-942: Local 804 v. UPS, Long Island City, NY
On behalf of **Anthony Salano**, Union alleges a violation of **Article 37 Section 1**, 9.5 list (3/27, 3/28, 3/29 and 3/30).
- N-12-943: Local 804 v. UPS, Long Island City, NY
On behalf of **Gary McCarthy**, Union alleges a violation of **Article 37 Section 1**, 9.5 list (3/19, 3/20 and 3/23).
- N-12-944: Local 804 v. UPS, Long Island City, NY
On behalf of **Shawn Williams**, Union alleges an **Article 37 Section 1(c)** violation. The Employer continually failed to make a reasonable effort to reduce the package car driver's workday below 9.5 hours per day after letting him "Opt in". The Employer also continually failed to grant the grievant triple time pay for hours worked in excess of 9.5 hours per day (4/21/12, 4/28/12 and 5/5/12).
- N-12-945: Local 804 v. UPS, Long Island City, NY
On behalf of **Alfredo Villeta**, Union alleges an **Article 37 Section 1(c)** violation. The Employer continually failed to make a reasonable effort to reduce the package car driver's workday below 9.5 hours per day after letting him "Opt in". The Employer also continually failed to grant the grievant triple time pay for hours worked in excess of 9.5 hours per day (week ending 4/10/12).
- N-12-946: Local 804 v. UPS, Long Island City, NY
On behalf of **Milton Torres**, Union alleges an **Article 37 Section 1(c)** violation. The Employer continually failed to make a reasonable effort to reduce the package car driver's workday below 9.5 hours per day after letting him "Opt in". The Employer also continually failed to grant the grievant triple time pay for hours worked in excess of 9.5 hours per day (weeks ending 3/24/12, 4/14/12, 4/28/12, and 5/5/12).

- N-12-947: Local 804 v. UPS, Long Island City, NY
On behalf of **David Torrez**, Union alleges an **Article 37 Section 1(c)** violation. The Employer continually failed to make a reasonable effort to reduce the package car driver's workday below 9.5 hours per day after letting him "Opt in". The Employer also continually failed to grant the grievant triple time pay for hours worked in excess of 9.5 hours per day (week ending 3/31/12).
- N-12-948: Local 804 v. UPS, Long Island City, NY
On behalf of **Jerri Sengstacken**, Union alleges an **Article 37 Section 1(c)** violation. The Employer continually failed to make a reasonable effort to reduce the package car driver's workday below 9.5 hours per day after letting him "Opt in". The Employer also continually failed to grant the grievant triple time pay for hours worked in excess of 9.5 hours per day (weeks ending 4/7/12, 4/14/12, and 4/28/12).
- N-12-949: Local 804 v. UPS, Long Island City, NY
On behalf of **Vivian Ormsby**, Union alleges an **Article 37 Section 1(c)** violation. The Employer continually failed to make a reasonable effort to reduce the package car driver's workday below 9.5 hours per day after letting him "Opt in". The Employer also continually failed to grant the grievant triple time pay for hours worked in excess of 9.5 hours per day (week ending 3/3/12).
- N-12-950: Local 804 v. UPS, Long Island City, NY
On behalf of **Richie Padro**, Union alleges an **Article 37 Section 1(c)** violation. The Employer continually failed to make a reasonable effort to reduce the package car driver's workday below 9.5 hours per day after letting him "Opt in". The Employer also continually failed to grant the grievant triple time pay for hours worked in excess of 9.5 hours per day (week ending 4/14/12).
- N-12-951: Local 804 v. UPS, Long Island City, NY
On behalf of **Richard Pawlikowski**, Union alleges an **Article 37 Section 1(c)** violation. The Employer continually failed to make a reasonable effort to reduce the package car driver's workday below 9.5

hours per day after letting him "Opt in". The Employer also continually failed to grant the grievant triple time pay for hours worked in excess of 9.5 hours per day (weeks ending 4/14/12 and 5/5/12).

- N-12-952: Local 804 v. UPS, Long Island City, NY
On behalf of **Luis Monzon**, Union alleges an **Article 37 Section 1** violation. The Employer approved the relief of overtime but failed to adjust the dispatch so as to provide an amount of work that can reasonably be completed within eight (8) hours which then caused the driver to work in excess of eight and one-half (8.5) hours to complete the route (3/16/12).
- N-12-953: Local 804 v. UPS, Long Island City, NY
On behalf of **Susan Martin**, Union alleges an **Article 37 Section 1(c)** violation. The Employer continually failed to make a reasonable effort to reduce the package car driver's workday below 9.5 hours per day after letting her "Opt in". The Employer also continually failed to grant the grievant triple time pay for hours worked in excess of 9.5 hours per day (week ending 4/28/12).
- N-12-954: Local 804 v. UPS, Long Island City, NY
On behalf of **Armin Kaeser**, Union alleges an **Article 37 Section 1(c)** violation. The Employer continually failed to make a reasonable effort to reduce the package car driver's workday below 9.5 hours per day after letting him "Opt in". The Employer also continually failed to grant the grievant triple time pay for hours worked in excess of 9.5 hours per day (week ending 5/5/12).
- N-12-955: Local 804 v. UPS, Long Island City, NY
On behalf of **Alejandro Felix**, Union alleges an **Article 37 Section 1(c)** violation. The Employer continually failed to make a reasonable effort to reduce the package car driver's workday below 9.5 hours per day after letting him "Opt in". The Employer also continually failed to grant the grievant triple time pay for hours worked in excess of 9.5 hours per day (week ending 5/5/12).

- N-12-956: Local 804 v. UPS, Long Island City, NY
On behalf of **Elisio Uriarte**, Union alleges a violation of **Article 37 Section 1**, 9.5 Guidelines (1/2/12 to present).
- N-12-957: Local 804 v. UPS, Long Island City, NY
On behalf of **Richard Gallaher**, Union alleges a violation of **Article 37 Section 1**, 9.5 Guidelines (1/2/12 to present).
- N-12-958: Local 804 v. UPS, Long Island City, NY
On behalf of **Carlos Pacheco**, Union alleges a violation of **Article 37 Section 1**, 9.5 Guidelines (1/2/12 to present).
- N-12-959: Local 804 v. UPS, Long Island City, NY
On behalf of **Jim Hermanowski**, Union alleges a violation of **Article 37 Section 1**, 9.5 Guidelines (1/2/12 to present).
- N-12-960: Local 804 v. UPS, Long Island City, NY
On behalf of **Jim Heller**, Union alleges a violation of **Article 37 Section 1**, 9.5 Guidelines (1/2/12 to present).
- N-12-961: Local 804 v. UPS, Long Island City, NY
On behalf of **Eddie Levesque**, Union alleges a violation of **Article 37 Section 1**, 9.5 Guidelines (1/2/12 to present).
- N-12-962: Local 804 v. UPS, Long Island City, NY
On behalf of **Tim Brennen**, Union alleges a violation of **Article 37 Section 1**, 9.5 Guidelines (1/2/12 to present).
- N-12-963: Local 804 v. UPS, Long Island City, NY
On behalf of **Ralph Turner**, Union alleges a violation of **Article 37 Section 1**, 9.5 Guidelines (1/2/12 to present).
- N-12-964: Local 804 v. UPS, Long Island City, NY
On behalf of **James Sciacovelli**, Union alleges a violation of **Article 37 Section 1**, 9.5 Guidelines (1/2/12 to present).

- N-12-965: Local 804 v. UPS, Long Island City, NY
On behalf of **James Cracolici**, Union alleges a violation of **Article 37 Section 1**, 9.5 Guidelines (1/2/12 to present).
- N-12-966: Local 804 v. UPS, Long Island City, NY
On behalf of **Mark Demattus**, Union alleges a violation of **Article 37 Section 1**, 9.5 Guidelines (1/2/12 to present).
- N-12-967: Local 804 v. UPS, Long Island City, NY
On behalf of **Karen Montemarano**, Union alleges a violation of **Article 37 Section 1**, 9.5 Guidelines (1/2/12 to present).
- N-12-968: Local 804 v. UPS, Long Island City, NY
On behalf of **Ken Golembiewski**, Union alleges a violation of **Article 37 Section 1**, 9.5 Guidelines (1/2/12 to present).
- N-12-969: Local 804 v. UPS, Long Island City, NY
On behalf of **Joseph Mckeon**, Union alleges a violation of **Article 37 Section 1**, 9.5 Guidelines (1/2/12 to present).
- N-12-970: Local 804 v. UPS, Long Island City, NY
On behalf of **Robert Piccone**, Union alleges a violation of **Article 37 Section 1**, 9.5 Guidelines (1/2/12 to present).
- N-12-971: Local 804 v. UPS, Long Island City, NY
On behalf of **Richard Marcello**, Union alleges a violation of **Article 37 Section 1**, 9.5 Guidelines (1/2/12 to present).
- N-12-972: Local 804 v. UPS, Long Island City, NY
On behalf of **Robert Jewels**, Union alleges an **Article 37 Section 1(c)** violation. The Employer failed to make a reasonable effort to reduce package car driver Jewels' workday below 9.5 hours per day after letting him "Opt in". The Employer also failed to grant the grievant triple time pay for hours worked in excess of 9.5 hours per day (week ending 4/21/12).

- N-12-973: Local 804 v. UPS, Long Island City, NY
On behalf of **Joseph Indelicato**, Union alleges an **Article 37 Section 1(c)** violation. The Employer failed to make a reasonable effort to reduce package car driver Indelicato's workday below 9.5 hours per day after letting him "Opt in". The Employer also failed to grant the grievant triple time pay for hours worked in excess of 9.5 hours per day (week ending 4/21/12).
- N-12-974: Local 804 v. UPS, Long Island City, NY
On behalf of **Joseph Indelicato**, Union alleges an **Article 37 Section 1(c)** violation. The Employer failed to make a reasonable effort to reduce package car driver Indelicato's workday below 9.5 hours per day after letting him "Opt in". The Employer also failed to grant the grievant triple time pay for hours worked in excess of 9.5 hours per day (week ending 5/5/12).
- N-12-975: Local 804 v. UPS, Long Island City, NY
On behalf of **Brian Harding**, Union alleges an **Article 37 Section 1(c)** violation. The Employer failed to make a reasonable effort to reduce package car driver Harding's workday below 9.5 hours per day after letting him "Opt in". The Employer also failed to grant the grievant triple time pay for hours worked in excess of 9.5 hours per day (week ending 3/31/12).
- N-12-976: Local 804 v. UPS, Long Island City, NY
On behalf of **Arthur Cowcer**, Union alleges a violation of **Article 37 Section 1(c)**. The Employer failed to make a reasonable effort to reduce package car driver Cowcer's workday below 9.5 hours per day after letting him "Opt in". The Employer also failed to grant the grievant triple time pay for hours worked in excess of 9.5 hours per day (week ending 4/21/12).
- N-12-977: Local 804 v. UPS, Long Island City, NY
On behalf of **Arthur Cowcer**, Union alleges a violation of **Article 37 Section 1(c)**. The Employer failed to make a reasonable effort to reduce package car driver Cowcer's workday below 9.5 hours per day after letting him "Opt in". The Employer also failed

to grant the grievant triple time pay for hours worked in excess of 9.5 hours per day (week ending 4/27/12).

- N-12-978: Local 804 v. UPS, Long Island City, NY
On behalf of **Arthur Cowcer**, Union alleges a violation of **Article 37 Section 1(c)**. The Employer failed to make a reasonable effort to reduce package car driver Cowcer's workday below 9.5 hours per day after letting him "Opt in". The Employer also failed to grant the grievant triple time pay for hours worked in excess of 9.5 hours per day (week ending 5/5/12).
- N-12-979: Local 804 v. UPS, Long Island City, NY
On behalf of **Tim Maguire**, Union alleges a violation of **Article 37 Section 1(c)**. The Employer failed to make a reasonable effort to reduce package car driver Maguire's workday below 9.5 hours per day after letting him "Opt in". The Employer also failed to grant the grievant triple time pay for hours worked in excess of 9.5 hours per day (week ending 3/17/12).
- N-12-980: Local 804 v. UPS, Long Island City, NY
On behalf of **Tim Maquire**, Union alleges a violation of **Article 37 Section 1(c)**. The Employer failed to make a reasonable effort to reduce package car driver Maquire's workday below 9.5 hours per day after letting him "Opt in". The Employer also failed to grant the grievant triple time pay for hours worked in excess of 9.5 hours per day (week ending 3/24/12).
- N-12-981: Local 804 v. UPS, Long Island City, NY
On behalf of **Tim Maquire**, Union alleges a violation of **Article 37 Section 1(c)**. The Employer failed to make a reasonable effort to reduce package car driver Maquire's workday below 9.5 hours per day after letting him "Opt in". The Employer also failed to grant the grievant triple time pay for hours worked in excess of 9.5 hours per day (week ending 3/31/12).

- N-12-982: Local 804 v. UPS, Long Island City, NY
On behalf of **Tim Maquire**, Union alleges a violation of **Article 37 Section 1(c)**. The Employer failed to make a reasonable effort to reduce package car driver Maquire's workday below 9.5 hours per day after letting him "Opt in". The Employer also failed to grant the grievant triple time pay for hours worked in excess of 9.5 hours per day (week ending 4/21/12).
- N-12-983: Local 804 v. UPS, Long Island City, NY
On behalf of **Scott Kersch**, Union alleges a violation of **Article 37 Section 1(c)**. The Employer failed to make a reasonable effort to reduce package car driver Kersch's workday below 9.5 hours per day after letting him "Opt in". The Employer also failed to grant the grievant triple time pay for hours worked in excess of 9.5 hours per day (week ending 3/24/12).
- N-12-984: Local 804 v. UPS, Long Island City, NY
On behalf of **Tom Viera**, Union alleges a violation of **Article 37 Section 1(c)**. The Employer failed to make a reasonable effort to reduce package car driver Viera's workday below 9.5 hours per day after letting him "Opt in". The Employer also failed to grant the grievant triple time pay for hours worked in excess of 9.5 hours per day (week ending 2/18/12).
- N-12-985: Local 804 v. UPS, Long Island City, NY
On behalf of **Tom Viera**, Union alleges a violation of **Article 37 Section 1(c)**. The Employer failed to make a reasonable effort to reduce package car driver Viera's workday below 9.5 hours per day after letting him "Opt in". The Employer also failed to grant the grievant triple time pay for hours worked in excess of 9.5 hours per day (week ending 3/24/12).
- N-12-986: Local 804 v. UPS, Long Island City, NY
On behalf of **Pete Santoro**, Union alleges a violation of **Article 37 Section 1(c)**. The Employer failed to make a reasonable effort to reduce package car driver Santoro's workday below 9.5 hours per day after letting him "Opt in". The Employer also failed

to grant the grievant triple time pay for hours worked in excess of 9.5 hours per day (week ending 4/21/12).

- N-12-987: Local 804 v. UPS, Long Island City, NY
On behalf of **Tony Hristidis**, Union alleges a violation of **Article 37 Section 1(c)**. The Employer failed to make a reasonable effort to reduce package car driver Hristidis' workday below 9.5 hours per day after letting him "Opt in". The Employer also failed to grant the grievant triple time pay for hours worked in excess of 9.5 hours per day (week ending 3/24/12).
- N-12-988: Local 804 v. UPS, Long Island City, NY
On behalf of **Tony Hristidis**, Union alleges a violation of **Article 37 Section 1(c)**. The Employer failed to make a reasonable effort to reduce package car driver Hristidis' workday below 9.5 hours per day after letting him "Opt in". The Employer also failed to grant the grievant triple time pay for hours worked in excess of 9.5 hours per day (week ending 4/14/12).
- N-12-989: Local 804 v. UPS, Long Island City, NY
On behalf of **Tony Hristidis**, Union alleges a violation of **Article 37 Section 1(c)**. The Employer failed to make a reasonable effort to reduce package car driver Hristidis' workday below 9.5 hours per day after letting him "Opt in". The Employer also failed to grant the grievant triple time pay for hours worked in excess of 9.5 hours per day (week ending 4/21/12).
- N-12-990: Local 804 v. UPS, Long Island City, NY
On behalf of **Robert Jewels**, Union alleges a violation of **Article 37 Section 1(c)**. The Employer failed to make a reasonable effort to reduce package car driver Jewels' workday below 9.5 hours per day after letting him "Opt in". The Employer also failed to grant the grievant triple time pay for hours worked in excess of 9.5 hours per day (week ending 3/24/12).

- N-12-991: Local 804 v. UPS, Long Island City, NY
On behalf of **Raymond Cuevas**, Union alleges a violation of **Article 37 Section 1(c)**. Grievant was put on 9.5 list in August 2011 and worked over 9.5 hours 3 days of week ending 9/17/11 (9/13-15/11).
- N-12-992: Local 804 v. UPS, Long Island City, NY
On behalf of **Robert Dulaney**, Union alleges a violation of **Article 37 Section 1(c)**. The Employer failed to make a reasonable effort to reduce package car driver Dulaney's workday below 9.5 hours per day after letting him "Opt in". The Employer also failed to grant the grievant triple time pay for hours worked in excess of 9.5 hours per day (week ending 3/17/12).
- N-12-993: Local 804 v. UPS, Long Island City, NY
On behalf of **Anthony Reynolds**, Union alleges a violation of **Article 37 Section 1(c)**. The Employer failed to make a reasonable effort to reduce package car driver Reynolds' workday below 9.5 hours per day after letting him "Opt in". The Employer also failed to grant the grievant triple time pay for hours worked in excess of 9.5 hours per day (week ending 4/14/12).
- N-12-994: Local 804 v. UPS, Long Island City, NY
On behalf of **Bill Keller**, Union alleges a violation of **Article 37 Section 1(c)**. The Employer failed to make a reasonable effort to reduce package car driver Keller's workday below 9.5 hours per day after letting him "Opt in". The Employer also failed to grant the grievant triple time pay for hours worked in excess of 9.5 hours per day (week ending 3/24/12).
- N-12-995: Local 804 v. UPS, Long Island City, NY
On behalf of **Bill Keller**, Union alleges a violation of **Article 37 Section 1(c)**. The Employer failed to make a reasonable effort to reduce package car driver Keller's workday below 9.5 hours per day after letting him "Opt in". The Employer also failed to grant the grievant triple time pay for hours worked in excess of 9.5 hours per day (week ending 4/7/12).

N-12-996: Local 804 v. UPS, Long Island City, NY
On behalf of **Bill Keller**, Union alleges a violation of **Article 37 Section 1(c)**. The Employer failed to make a reasonable effort to reduce package car driver Keller's workday below 9.5 hours per day after letting him "Opt in". The Employer also failed to grant the grievant triple time pay for hours worked in excess of 9.5 hours per day (week ending 4/21/12).

N-12-997: Local 804 v. UPS, Long Island City, NY
On behalf of **Paul D'Amico**, Union alleges a violation of **Article 37 Section 1(c)**. The Employer failed to make a reasonable effort to reduce package car driver D'Amico's workday below 9.5 hours per day after letting him "Opt in". The Employer also failed to grant the grievant triple time pay for hours worked in excess of 9.5 hours per day (week ending 3/3/12).