

TEAMSTERS UNITED PARCEL SERVICE
NATIONAL GRIEVANCE COMMITTEE

DOCKET

September 12 - 15, 2011

3:00 P.M.

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

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-07-180: Local 767 v. UPS, Forest Hill, TX
On behalf of **all affected employees**, Union alleges the Company violated **Article 17**, claiming employees are not being paid for time spent obtaining badge required to enter UPS air operations.
- 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-09-155: Local 693 v. UPS, Binghamton, NY
On behalf of **all affected employees**, Union alleges a violation of **Article 22, Section 3**, claiming that position #8265 was eliminated. Union is unable to find out where it went or who is now in the position.
- N-09-156: Local 355 v. UPS, Salisbury, MD
On behalf of **all affected employees**, Union alleges that the Company violated **Article 22, Section 3 and all others that apply**, and asks that vacated positions be bid and filled.
- 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-09-191: Local 177 v. UPS, Hillside, NJ
On behalf of **Rich Edwards**, Union alleges that the Company violated **Article 21**, claiming that Manager Joe Rooth threatened to retaliate against Shop Steward Rich Edwards if he filed a grievance.
- N-09-192: Local 177 v. UPS, Hillside, NJ
On behalf of **Rich Edwards**, Union alleges that the Company violated **Article 37**, claiming that Manager Joe Rooth continues to intimidate and harass employees.

- N-09-194: Local 177 v. UPS, Hillside, NJ
On behalf of **Rich Edwards**, Union alleges a violation of **Article 18**. The Company is putting all employees at risk with a rogue Manager Joe Rooth in the Mount Olive Facility.
- N-09-195: Local 992 v. UPS, Hagerstown, MD
On behalf of **all affected employees**, Union alleges that the Company violated **Article 22, Section 3**. On 8/29/08 the Company failed to fill the 22.3 full-time combination vacancy at the Hagerstown, Maryland UPS building. Sister Brook Russ held the 22.3 position since 2/1/07. In August 2008 Sister Russ successfully bid and was awarded a full-time package car job vacancy that was created due to a resignation in the package classification. However, the Company failed to complete the contractual job selection procedure and post and fill the 22.3 vacancy that occurred when Sister Russ transferred to the package classification. The Company could not show that the 22.3 full-time position was moved to another UPS location. A timely grievance was filed.
- N-09-213: Local 317 v. UPS, Syracuse, NY
On behalf of **all affected employees**, Union alleges a violation of **Article 22.3**, claiming UPS has failed to replace Article 22.3 jobs and is not providing info on where jobs have gone.
- N-09-217: Local 174 v. UPS, Tukwila, WA
On behalf of **Joe Rogerson**, Union alleges that the Company violated **Article 3, Section 7**, claiming Supervisor is performing bargaining unit work.
- 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-09-222: Local 63 v. UPS, Rialto, CA
On behalf of **all affected employees**, Union alleges the Company violated **Article 22, Section 3 and all others that apply**, claiming that 22.3 combination jobs have vacated and have not been filled. The Company has refused to maintain the number of 22.3

jobs negotiated in the two previous contracts. The Union believes there is liability on the Company for the time the jobs remain vacant and the work continues to be performed by part-timers.

- 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-09-229: Local 991 v. UPS, Mobile, AL
On behalf of **Keith Salmon**, Union alleges that the Company violated **Article 22, Section 3**. A permanent 22.3 position was vacated in Pensacola, FL. The Company has failed to fill the position as the CBA requires.
- 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-09-286: Local 449 v. UPS, Buffalo, NY
On behalf of **all affected employees**, Union alleges a violation of **Article 22**. Employer will not fill two vacated full-time Article 22.3 positions and will not provide any information on such jobs as requested.
- N-09-297: Local 355 v. UPS, Baltimore, MD
On behalf of **all affected employees**, Union alleges that the Company violated **Article 22, Section 3 and all others that apply**; Union requests that the vacated positions be bid and filled.
- N-09-313: Local 771 v. UPS, Lancaster, PA
On behalf of **all affected employees**, Union alleges a violation of **Articles 22, 26 and all others that apply**, claiming that the Employer failed to post for bid three vacated 22.3 jobs at the East Petersburg, PA Center. Such jobs should be posted for bid.

- N-09-322: Local 118 v. UPS, Rochester, NY
On behalf of **Zack Ochs**, Union alleges a violation of **Article 22, Section 3**, claiming that when 22.3 jobs become vacant, UPS is not allowing other employees to fill the vacancies. Instead, the Company states that said jobs are moved to other locations and won't let the Union or employees know the new locations.
- 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-09-324: Local 597 v. UPS, South Barre, VT
On behalf of **all affected employees**, Union alleges that the Company violated **Article 22, Section 3, Article 38, Section 1 and all others that apply**, claiming movement and/or transfer of 22.3 full-time jobs with no notification or required review of job transfer [pilot case].
- 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-09-345: Local 449 v. UPS, Buffalo, NY
On behalf of all **affected employees**, Union alleges a violation of **Article 22, Section 3**, claiming that the Employer will not fill one vacated full-time Article 22.3 position and will not provide any information on such jobs as requested.
- N-10-03: Local 769 v. UPS, North Miami, FL
On behalf of **all affected employees**, Union alleges that the Company violated the contract by the elimination of an **Article 22, Section 3** job.
- N-10-05: Local 769 v. UPS, North Miami, FL
On behalf of **Doy Ogden**, Union alleges a violation of the contract and requests that the Company post and fill the vacant **Article 22, Section 3** position.

- 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-10-07: Local 480 v. UPS, Nashville, TN
On behalf of **Danny Spies**, Union alleges that the Company is violation of **Article 22, and all others that apply**. Keith Volkman's job was a permanently vacated position but was not posted on the first Monday after it was vacated and did not remain posted for two (2) calendar weeks. A successful bidder was not placed into that job on the first Monday following the bid coming down.
- N-10-12: Local 693 v. UPS, Binghamton, NY
On behalf of **Steve Crawford**, Union alleges that the Company violated **Articles 36, 37 and 4**, claiming grievant has been over supervised and continuously harassed.
- 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-10-62: Local 61 v. UPS, Asheville, NC
On behalf of **Dewayne Whitener**, Union alleges that the Company is violation of **Article 22, 3 and all others that apply**, claiming management has failed to fill the vacancy of retired 22.3 employee (Brenda Poole).
- N-10-88: Local 449 v. UPS, Buffalo, NY
On behalf of **all affected employees**, Union alleges a violation of **Article 22, Section 3**, claiming that the Employer will not fill five (5) vacated full-time 22.3 positions and will not provide any information on such jobs as requested.

- N-10-96: Local 483 v. UPS, Boise, ID
On behalf of **all affected employees**, Union alleges a violation of **Article 22, Section 3**, claiming the Company eliminated full-time jobs guaranteed under 22.3 of the NMUPSA (9/22/08).
- N-10-177: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges a violation of **Article 17**, claiming the Company is allowing Package Car Drivers to work prior to their start time where Company is knowingly having Package Car Drivers download their DIADs (ED) on personal time. Union seeks immediate cease and desist and all monies due.
- N-10-185: Local 61 v. UPS, Asheville, NC
On behalf of **Richard Frye**, Union alleges that the Company is in violation of **Article 3, Section 7** claiming Supervisors working.
- N-10-192: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges that the Company violated **Article 32**, of the CBA.
- N-10-197: Local 177 v. UPS, Hillside, NJ
On behalf of **John Matts**, Union alleges a violation of **Article 38, Section 1**. The Company says BBRNJ was a Change of Operations when in reality it was a transfer of drivers to Edison list.
- 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-10-262: Local 480 v. UPS, Nashville, TN
On behalf of **all affected employees**, Union alleges that the Company is violation of **Articles 17, 22, and all others that apply**. Leo Butch Wilkerson was a full-time Air Driver/Washer combination employee

assigned to the Nashville East Center. Wilkerson vacated the job because of retirement and the Company has failed to post it for bid as outlined in Articles 22.3 and 48.10 of the current bargaining agreement.

- N-10-263: Local 480 v. UPS, Nashville, TN
On behalf of **Danny Spies**, Union alleges that the Company is violation of **Articles 17, 22, and all others that apply**. Keith Volkman was hired by UPS on 7/16/94 and is now deceased. Volkman was employed in the Massman PKG Operation as a Part-Time Article 22 combination Hub/Feeder - Shifter/Washer; his separation date was 3/3/09. The Employer did not post new permanent Full-Time openings immediately. Volkman's job was a permanently vacated position and was not posted on the first Monday after it was vacated and did not remain posted for two (2) calendar weeks. A successful bidder was not placed into that job on the first Monday following the bid coming down.
- 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-10-269: Local 174 v. UPS, Tukwila, WA
On behalf of **all affected employees**, Union alleges that the Company is in violation of **Article 38 and Article 22, Section 3**, by implementing a Change of Operations, the elimination of the Seattle Night Sort, including the elimination of 51 Article 22.3 jobs.
- 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-10-273: Local 326 v. UPS, New Castle, DE
On behalf of **all affected employees**, Union alleges a violation of **Article 22, Section 3 and all others that apply**, claiming that the Company has failed to post a vacated 22.3 position.
- 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-10-276: Local 693 v. UPS, Binghamton, NY
On behalf of **Steve Crawford**, Union alleges a violation of **Article 37, Section 4, Article 7, and Article 36**, claiming grievant has been over-supervised and continuously harassed.
- N-10-278: Local 294 v. UPS, Albany, NY
On behalf of **Chris Houck**, Union alleges a violation of **Article 17**, claiming grievant was overpaid starting the Week Ending 10/27/07. Grievant told manager about overpayment on 10/27/07; Company started taking back overpayment the Week Ending 5/20/10.
- 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-10-284: Local 449 v. UPS, Buffalo, NY
On behalf of **all affected employees**, Union alleges a violation of **Article 22, Section 3**, claiming that the Company will not fill five (5) vacated full-time 22.3 positions and will not provide any information on such jobs as requested.
- N-10-285: Local 294 v. UPS, Albany, NY
On behalf of **Shawn Nolan**, Union alleges a violation of **Article 3**, claiming Supervisors worked in violation of contract (5/6/10).
- N-10-286: Local 294 v. UPS, Albany, NY
On behalf of **Shawn Nolan**, Union alleges a violation of **Article 3**, claiming Supervisors worked in violation of contract (5/7/10).
- N-10-287: Local 294 v. UPS, Albany, NY
On behalf of **Shawn Nolan**, Union alleges a violation of **Article 3**, claiming Supervisors worked in violation of contract (6/1/10).
- N-10-288: Local 294 v. UPS, Albany, NY
On behalf of **Shawn Nolan**, Union alleges a violation of **Article 3**, claiming Supervisors worked in violation of contract (6/3/10).
- N-10-289: Local 294 v. UPS, Albany, NY
On behalf of **Shawn Nolan**, Union alleges a violation of **Article 3**, claiming Supervisors worked in violation of contract (8/3/10).
- 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-10-299: Local 480 v. UPS, Nashville, TN
On behalf of **Marion Hixon**, Union alleges that the Company violated **Article 22, Section 3**. When 22.3 (inside/inside) employee George Gilbert successfully bid and was awarded a 22.2 Shifter job, the Company

failed to post and award the vacated 22.3 job of George Gilbert.

- 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-11-15: Local 804 v. UPS, Long Island City, NY
On behalf of **Marcus Moyo**, Union alleges that the Company violated **Article 3, Section 7 and all others that apply**, claiming Supervisor working in the Small Sort operation (8/16-17/10, 8/19-20/10, and 8/23-25/10).
- N-11-16: Local 804 v. UPS, Long Island City, NY
On behalf of **Trevor King**, Union alleges a violation of **Article 3, Section 7 and Article 26 (a), 5(c)**, claiming the Company violated seniority employees' rights by leaving non-seniority personnel on the clock (November 12, 15 and 22, 2010).
- N-11-17: Local 804 v. UPS, Long Island City, NY
On behalf of **Guy Exinor**, Union alleges that the Company violated **Articles 3, Sections 4 and 7(a), (b), (c) and Article 26 (a), 5(c)**, the Company

violated seniority employees' rights by leaving non-seniority personnel on the clock (10/15/10 - 12/24/10).

- N-11-18: Local 804 v. UPS, Long Island City, NY
On behalf of **Guy Exinor**, Union alleges a violation of **Article 3, Section 7(a), (b), (c) and Article 26(a), 5(c)**, claiming the Company violated employees' rights by double shifting out of seniority order (11/8/10 - 12/24/10).
- N-11-19: Local 804 v. UPS, Long Island City, NY
On behalf of **Luis Sepulveda**, Union alleges a violation of **Article 3, Section 7(a), (b), (c) and Article 26 (a), 5(c)**, claiming the Company violated seniority employees' rights by leaving non-seniority personnel on the clock (11/8-12/10; 11/15-17/10; and 11/19- 22/10).
- 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-11-29: Local 61 v. UPS, Asheville, NC
On behalf of **Andy Minton**, Union alleges that the Company violated **Articles 17 and 38**. Grievant is a cover driver who was informed after reporting to the Lenoir Center that he had to report to a satellite location. He is requesting that he be paid the difference in start times, 45 minutes, at overtime rate.
- 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-11-34: Local 804 v. UPS, Long Island City, NY
On behalf of **Dominick Lagatta**, Union alleges that the Company violated **Article 41, Section 2**.

Grievant went from part-time air driver; he had achieved top pay in that classification, to full-time package driver. When he went to full-time package driver, his rate was dropped to a much lower rate and he was forced to go through a second progression rate where he remains today.

- 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-11-39: Local 804 v. UPS, Long Island City, NY
On behalf of **all affected employees**, Union alleges that the Company is in violation of **Article 41, Section 3 and Article 22, Sections 2 and 3**, by choosing to keep 22.3 In/Outside employees inside and not pay the highest inside rate.
- 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-11-42: Local 177 v. UPS, Hillside, NJ
On behalf of **James Groben**, Union alleges a violation of **Article 17**, claiming grievant did not receive his vacation pay in a separate check.
- N-11-47: 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 bargaining unit work (12/15/10 [\$287.61]).

- N-11-48: 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 bargaining unit work (12/15/10 [\$423.85]).
- N-11-49: 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 bargaining unit work (12/17/10 [\$423.85]).
- N-11-50: 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 bargaining unit work (12/17/10 [\$287.61]).
- N-11-51: 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 bargaining unit work (12/17/10 [\$423.85]).
- N-11-52: 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 bargaining unit work (12/17/10 [\$423.85]).
- N-11-53: 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 bargaining unit work (12/16/10 [\$423.85]).
- N-11-54: 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 bargaining unit work (12/16/10 [\$423.85]).
- N-11-55: 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 bargaining unit work (12/22/10 [\$423.85]).

- N-11-56: 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 bargaining unit work (12/6/10 [\$423.85]).
- N-11-57: 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 bargaining unit work (12/7/10 [\$423.85]).
- N-11-58: 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 bargaining unit work (12/8/10 [\$423.85]).
- N-11-59: 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 bargaining unit work (12/14/10 [\$11.35]).
- N-11-60: 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 bargaining unit work (12/14/10 [\$423.85]).
- N-11-61: 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 bargaining unit work (12/13/10 [\$423.85]).
- N-11-62: 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 bargaining unit work (12/6/10 [\$317.89]).
- N-11-63: 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 bargaining unit work (12/7/10 [\$227.06]).

- N-11-64: 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 bargaining unit work (12/13/10 - 12/17/10 [\$2,633.93]).
- N-11-65: 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 bargaining unit work (12/10/10).
- N-11-66: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected members**, Union alleges that the Company violated **Article 32**, claiming Trailer Number FSTZ813063 was subcontracted from PARNJ to TFANJ (Grievance #50113).
- N-11-67: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected members**, Union alleges that the Company violated **Article 32**, claiming Trailer Number FSTZ811571 was subcontracted from EDINJ to NBRAIL (Grievance #48052).
- N-11-68: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected members**, Union alleges that the Company violated **Article 32**, claiming Trailer Number TBXD964854 was subcontracted from MEANJ to CHEMA (Grievance #41832).
- N-11-69: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected members**, Union alleges that the Company violated **Article 32**, claiming Trailer Number FSTZ883930 was subcontracted from MEANJ to FORNY (Grievance #42026).
- N-11-70: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected members**, Union alleges that the Company violated **Article 32**, claiming Trailer Number MECZ260324 was subcontracted from MEANJ to PARNJ (Grievance #42032).
- N-11-71: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected members**, Union alleges that the Company violated **Article 32**, claiming Trailer Number 847107 was subcontracted from MEANJ to WORMA (Grievance #50370).

- N-11-72: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected members**, Union alleges that the Company violated **Article 32**, claiming Trailer Number FSTZ813874 was subcontracted from MEANJ to CHEMA (Grievance #50395).
- N-11-73: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected members**, Union alleges that the Company violated **Article 32**, claiming Trailer Number FSTZ821151 was subcontracted from EDINJ to MEANJ (Grievance #52416).
- N-11-74: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected members**, Union alleges that the Company violated **Article 32**, claiming Trailer Number 620573 was subcontracted from MEANJ to M43NY (Grievance #53702).
- N-11-75: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected members**, Union alleges that the Company violated **Article 32**, claiming Trailer Number PKGZ885368 was subcontracted from MEANJ to HARCT (Grievance #53031).
- 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-11-77: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges a violation of **Article 37, Section 1**, claiming that the Company is conspicuously posting workers' performance numbers (10/4/10 and ongoing).
- N-11-78: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges a violation of **Article 4**, claiming that the Company is reviewing the workers' performance without the shop steward being present (10/4/10 and ongoing).
- N-11-79: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges a violation of **Article 17**, claiming that the Company

is reviewing the workers' performance before start time (10/4/10 and ongoing).

- 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-11-84: 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**, claiming the Company has subcontracted work assigned to the bargaining unit, specifically the work of porters.
- N-11-85: Local 804 v. UPS, Long Island City, NY
On behalf of **all affected hub employees**, Union alleges that the Company is violation of **Article 17**. Maspeth Hub employees did not receive their grievance pay within 10 days of the settlement. The Company failed to give employees penalty pay as outlined in Article 17 and has failed to respond to the grievance in question.
- N-11-86: Local 449 v. UPS, Buffalo, NY
On behalf of **all affected employees**, Union alleges a violation of **Article 22, Section 3**. The Company will not fill one vacated full-time Article 22.3 position and will not provide any information on such jobs as requested.
- N-11-89: Local 2785 v. UPS, San Francisco, CA
On behalf of **Gregory Forbes**, Union alleges a violation of **Article 3, Sections 2 and 3**, claiming the Company improperly laid grievant off (May 5, 2010).

- N-11-156: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges that the Company is in violation of **Article 37** (October 2010 and ongoing).
- N-11-161: Local 30 v. UPS, Jeanette, PA
On behalf of **a Lorraine Zelmor (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 - case heard & decision made?
- N-11-162: Local 804 v. UPS, Long Island City, NY
On behalf of **Paul Ponticiello**, Union alleges that the Company violated **Article 3, Sections 4 and 7(b)**. On 10/8/10 P-T Supervisor Magliaro was observed doing bargaining unit work from 6:00pm - 9:30pm on the Sort Aisle. Management claims that Supervisor was covering for late employee (T. Verdone) which was true until 8:30 p.m. Union is grieving the remaining 60 minutes the Supervisor worked after Verdone arrived.
- N-11-163: Local 804 v. UPS, Long Island City, NY
On behalf of **James Sullivan**, Union alleges that the Company is in violation of **Article 3, Sections 4 and 7(b)**. On 11/8/10 grievant observed P-T Supervisor Joe Williams doing bargaining unit work on the Sort Aisle after sending home sorter CJ at 7:00 p.m. Management claims that because he works in a different area, grievant is not entitled to the grievance.
- N-11-164: Local 804 v. UPS, Long Island City, NY
On behalf of **George Checkers**, Union alleges that the Company violated **Article 3, Section 4 and Article 3, Section 7(b)**. Although he was on a list of available bargaining unit members to be called in if needed, grievant was denied the opportunity to work the Melville Local Sort on 11/29/10 when short-staffed and Supervisors proceeded to do bargaining unit work.

WEST

- N-11-165: Local 386 v. UPS, Modesto, CA
On behalf of **Robbie Torres**, Union alleges that the Company violated **Article 17 and all others that apply**, by not paying grievant for vacation he had scheduled.
- 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-11-168: 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 the Company is refusing to provide requested information and diverting work.
- N-11-169: Local 222 v. UPS, Salt Lake City, UT
On behalf of **Bill Bergeson**, Union alleges that the Company violated **Article 32 and all others that apply**, by using a subcontractor to move trailers from a rented peak lot to the rail yard (NW2011-01-276).
- N-11-170: Local 386 v. UPS, Modesto, CA
On behalf of **Jim Porter**, Union alleges that the Company violated **Article 3, Section 11 and Article 22, Section 3**. Feeder driver Manual DeBranca was called in to work on Sunday, October 10, 2010 at 7 p.m.; this work should have been offered by seniority.
- N-11-171: Local 63 v. UPS, Rialto, CA
On behalf of **Francis Ortiz**, Union alleges that the Company violated **Articles 22, 36, 37, and all others that apply**. Grievant has demonstrated the skills and abilities necessary to be a package car driver, and

has surpassed the level of performance demonstrated by all of the drivers who have recently been promoted. She has been disqualified without just cause.

- N-11-172: Local 63 v. UPS, Rialto, CA
On behalf of **Roger Heiman**, Union alleges a violation of **Articles 3 and 32**. The Company is using non-bargaining unit temps to process ADP and high value packages; assigning them various bargaining unit functions - such as loading, unloading and sorting.
- N-11-173: Local 63 v. UPS, Rialto, CA
On behalf of **J. Rivera**, Union alleges a violation of **Article 17 and others that apply**, claiming that the Company refuses to honor a settled agreement. Grievant requested to promote to driving and was put on the P-T to F-T list. The Company failed to keep an accurate list and he was passed over for promotion.
- N-11-174: 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 subcontracting and failure to provide information.
- 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).

NOR CAL

- 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.

CENTRAL

N-11-181: Local 688 v. UPS, St. Louis, MO
On behalf of **Mark Frazer**, Union alleges a violation of **Articles 26 and 32**, claiming that the Company is subcontracting work out of account, Scholastic Books (Jefferson City, MO), which has changed four (4) jobs and laid off one (1) driver.

EAST

- 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-11-183: Local 177 v. UPS, Hillside, NJ
On behalf of **William Marventano**, Union alleges that the Company violated **Article 17**, claiming grievant was told to report to work at 8:00 a.m. to file an injury report and to see the Company doctor and was not paid for his time. Seeking three and one-half (3½) hours' pay, plus penalty (4/23/10).
- N-11-184: Local 177 v. UPS, Hillside, NJ
On behalf of **William Marventano**, Union alleges that the Company violated **Article 37**, claiming grievant was harassed, struck heel to toe during OJS, and also intimidated in office (4/16/10).
- N-11-185: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges a violation of **Article 17**, claiming that the Company agreed to make a payment for a Panel settlement on 11/24/10 but failed to do so in a timely manner.
- N-11-186: Local 804 v. UPS, Long Island City, NY
On behalf of **all affected employees**, Union alleges a violation of **Article 22, Section 5 and Article 6, Section 1**. The Company is violating part-time members by not offering three and one-half (3½) hours' work and not paying them their three and one-half (3½) hour guarantee.
- N-11-187: Local 804 v. UPS, Long Island City, NY
On behalf of **all affected employees**, Union alleges a violation of **Article 41, Section 3 and Article 22, Section 2 (3)**, claiming the Company chose to keep 22.3 in/outside members inside and not pay the highest inside rate.
- N-11-188: Local 804 v. UPS, Long Island City, NY
On behalf of **Weiming Cen**, Union alleges a violation of **Articles 41, Section 2, and all others that**

apply, claiming the Company violated Full-Time wage progression and 40/70 Acquisition of Seniority.

- N-11-189: Local 804 v. UPS, Long Island City, NY
On behalf of **Paul Humel**, Union alleges a violation of **Article 17**. The Company incorrectly paid grievant \$0.19 cents less for all hours worked since 6/18/09 (\$29.59/\$29.40); and since 10/13/10, \$0.18 cents less for all hours worked (\$30.71/\$30.52). Union requests all penalties due, from Week Ending 10/23/10.
- N-11-190: Local 804 v. UPS, Long Island City, NY
On behalf of **Dennis Cadle**, Union alleges a violation of **Article 17**. The Company incorrectly paid grievant \$0.19 cents less for all hours worked since 6/18/09 (\$29.59/\$29.40); and since 10/13/10, \$0.18 cents less for all hours worked (\$30.71/\$30.52). Union requests all penalties due, from Week Ending 10/23/10.
- N-11-191: Local 804 v. UPS, Long Island City, NY
On behalf of **Ruben Rivas**, Union alleges a violation of **Article 3, Section 7**, claiming the Company was sorting and loading bargaining unit work without exhausting all means to use bargaining unit employees.
- N-11-192: Local 804 v. UPS, Long Island City, NY
On behalf of **Giancarlo Lacona**, Union alleges a violation of **Article 3, Section 7**, claiming the Company was sorting and loading bargaining unit work without exhausting all means to use bargaining unit employees.
- N-11-193: Local 804 v. UPS, Long Island City, NY
On behalf of **Louis Robinson**, Union alleges a violation of **Article 3, Section 7**, claiming the Company was sorting and loading bargaining unit work without exhausting all means to use bargaining unit employees.
- N-11-194: Local 804 v. UPS, Long Island City, NY
On behalf of **Eddie Villalta**, Union alleges a violation of **Article 3, Section 7**, claiming the Company had a Supervisor working with a bargaining

unit helper, instead of giving a bargaining unit driver the helper to work with (1/17/11).

- N-11-195: Local 804 v. UPS, Long Island City, NY
On behalf of **Eddie Villalta**, Union alleges a violation of **Article 3, Section 7**, claiming the Company had a Supervisor working with a bargaining unit employee, several cars away on a different assignment, claiming it was training (3/25/11).
- N-11-196: Local 804 v. UPS, Long Island City, NY
On behalf of **Caryl Robalino**, Union alleges a violation of **Article 3, Section 7**, claiming the Company had a Supervisor complete a scheduled pickup instead of a bargaining unit employee (3/14/11).
- N-11-197: Local 804 v. UPS, Long Island City, NY
On behalf of **Luis Monzon**, Union alleges a violation of **Article 3, Section 7**, claiming the Company has delivered bargaining unit work without exhausting all means to use bargaining unit employees (11/30/10, 12/2/10).
- N-11-198: Local 804 v. UPS, Long Island City, NY
On behalf of **Luis Monzon**, Union alleges a violation of **Article 3, Section 7**, claiming the Company has delivered bargaining unit work without exhausting all means to use bargaining unit employees (12/6/10).
- N-11-199: Local 804 v. UPS, Long Island City, NY
On behalf of **Vincent Perrone**, Union alleges a violation of **Article 3, Section 7**, claiming the Company has delivered bargaining unit work without exhausting all means to use bargaining unit employees (2/15/11, 2/16/11, 2/22/11).
- N-11-200: Local 804 v. UPS, Long Island City, NY
On behalf of **Vincent Perrone**, Union alleges a violation of **Article 3, Section 7**, claiming the Company has delivered bargaining unit work without exhausting all means to use bargaining unit employees (2/25/11).
- N-11-201: Local 804 v. UPS, Long Island City, NY
On behalf of **Richard Pawlikowski**, Union alleges a violation of **Article 3, Section 7**, claiming the

Company has delivered bargaining unit work without exhausting all means to use bargaining unit employees (2/18/11).

- N-11-202: Local 804 v. UPS, Long Island City, NY
On behalf of **Javier Pellot**, Union alleges a violation of **Article 3, Section 7**, claiming the Company has delivered bargaining unit work without exhausting all means to use bargaining unit employees (2/9/11).
- 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-11-204: Local 804 v. UPS, Long Island City, NY
On behalf of **Joe Duross**, Union alleges that the Company violated **Article 26 and all others that apply**, claiming a non-seniority employee afforded work normally offered to seniority employees.
- N-11-205: Local 804 v. UPS, Long Island City, NY
On behalf of **Keith Leclair**, Union alleges that the Company violated **Article 26 and all others that apply**, claiming non-seniority driver offered regular work before regular driver.
- N-11-206: Local 804 v. UPS, Long Island City, NY
On behalf of **John Baietto**, Union alleges that the Company violated **Article 26 and all others that apply**, claiming Supervisor, with non-seniority employee, took work normally performed by bargaining unit employees (11/12/10).
- N-11-207: Local 804 v. UPS, Long Island City, NY
On behalf of **Mike Monroig**, Union alleges that the Company violated **Article 26 and Article 3, Section 7**, claiming Supervisor used non-seniority trainee to take grievant's regular scheduled load to the Suffolk building.

- N-11-208: Local 804 v. UPS, Long Island City, NY
On behalf of **Steve Zaragoza**, Union alleges that the Company violated **Article 26 and all others that apply**, claiming non-seniority employee was offered regular driver's shifting work.
- N-11-209: Local 804 v. UPS, Long Island City, NY
On behalf of **Phil Dunn**, Union alleges that the Company violated **Article 26 and all others that apply**, claiming non-seniority driver was dispatched to pick up Nature's Bounty.
- N-11-210: Local 804 v. UPS, Long Island City, NY
On behalf of **Tom Pedone**, Union alleges that the Company violated **Article 26 and all others that apply**, claiming peak season employee was used to work Saturday before seniority employee, denying grievant premium pay on Saturday.
- N-11-211: Local 804 v. UPS, Long Island City, NY
On behalf of **John Dumenko**, Union alleges that the Company violated **Article 26 and Article 3, Section 7**, claiming Supervisor used non-seniority employee to pull loaded trailer when regular driver was available.
- N-11-212: Local 804 v. UPS, Long Island City, NY
On behalf of **Scott Gajewski**, Union alleges that the Company violated **Articles 26, 32 and all others that apply**, claiming peak season employee given preference over regular employee.
- N-11-213: Local 804 v. UPS, Long Island City, NY
On behalf of **Dominick Lagatta**, Union alleges that the Company violated **Article 41, Section 2**. Grievant went from Part-Time Air Driver to Full-Time Package Driver and had achieved top pay in that classification. When he went to full-time Package Driver, his rate was dropped to a much lower rate and he was also forced to go through a second progression rate where he still remains today.
- N-11-214: Local 804 v. UPS, Long Island City, NY
On behalf of **Chris McKenna**, Union alleges that the Company violated **Article 7**, by not allowing grievant to work and requiring him to complete a Company doctor examination without any report of injury.

- N-11-215: Local 177 v. UPS, Hillside, NJ
On behalf of **Art Harder**, Union alleges a violation of **Article 8, Sections 1 and 2**, claiming that the Company failed to comply with the National Grievance Committee decision in Case N-11-40.
- N-11-216: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges that the Company is in violation of **Article 3, Section 7 and all others that apply**, claiming Supervisors performing bargaining unit work - multiple grievances (ongoing [1]).
- N-11-217: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges that the Company is in violation of **Article 3, Section 7 and all others that apply**, claiming Supervisors performing bargaining unit work - multiple grievances (ongoing [2]).
- N-11-218: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges that the Company is in violation of **Article 3, Section 7 and all others that apply**, claiming Supervisors performing bargaining unit work - multiple grievances (ongoing [3]).
- N-11-219: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges that the Company is in violation of **Article 3, Section 7 and all others that apply**, claiming Supervisors performing bargaining unit work - multiple grievances (ongoing [4]).
- N-11-220: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges that the Company violated **Articles 8 and 17**, as it pertains to National Grievance Committee Case N-11-92.
- N-11-221: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges that the Company violated **Articles 17 and 22**. Part-Time Pre-loader (Sam Yarbourgh) was paid at the "all other rate"; should be at the Pre-loader Sorter rate, and make grievant whole for back wages not paid at the higher rate.

- N-11-222: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges that the Company violated **Articles 17 and 22**. Part-Time Pre-loader (Joe Carbone) was paid at the "all other rate"; should be at the Pre-loader Sorter rate.
- N-11-223: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges a violation of **Article 4**. The Company has not provided all requested documents/information for pending grievances. The Company's inaction has hindered the Union's ability to thoroughly investigate and properly prepare grievances that are docketed to the National Grievance Committee.
- N-11-224: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges a violation of **Article 3, Section 7**, claiming Supervisor P. Blount is delivering packages (multiple dates and grievances: #41516, 52778, 52279, 52780, 52789).
- N-11-225: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges a violation of **Article 3, Section 7**, claiming Supervisor C. McMiller is delivering packages (multiple dates and grievances: #41509, 41517, 46897, 52777).
- N-11-226: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges a violation of **Article 3, Section 7**, claiming Supervisor S. Reome is delivering packages (multiple dates and grievances: #51524, 52781, 52786).
- N-11-227: Local 177 v. UPS, Hillside, NJ
On behalf of **Michael Serrano**, Union alleges a violation of **Article 32, Section 7**, claiming that the Company subcontracted four loads to WORMA (5/5/11).
- N-11-228: Local 177 v. UPS, Hillside, NJ
On behalf of **Henry Valdez**, Union alleges a violation of **Article 17**, claiming that the Company failed to correct grievant's pay shortage, multiple grievances (10/16/09 and ongoing).

- N-11-229: Local 249 v. UPS, Albany, NY
On behalf of **all affected employees**, Union alleges a violation of **Article 3, Section 7** claiming Supervisors performing bargaining unit work on pre-load in the Poughkeepsie Center.
- N-11-230: Local 449 v. UPS, Buffalo, NY
On behalf of **Jeff Holl**, Union alleges a violation of **Article 3, Section 7**, claiming a Supervisor performed bargaining unit work on 12/23/10.
- N-11-231: Local 449 v. UPS, Buffalo, NY
On behalf of **Jeff Holl**, Union alleges a violation of **Article 3, Section 7**, claiming a Supervisor performed bargaining unit work on 12/24/10.
- N-11-232: Local 449 v. UPS, Buffalo, NY
On behalf of **Byron Taylor**, Union alleges a violation of **Article 3, Section 7**, claiming a Supervisor performed bargaining unit work on 10/26/10.
- N-11-233: Local 449 v. UPS, Buffalo, NY
On behalf of **Byron Taylor**, Union alleges a violation of **Article 3, Section 7**, claiming a Supervisor performed bargaining unit work on 11/18/10.
- N-11-234: Local 449 v. UPS, Buffalo, NY
On behalf of **Byron Taylor**, Union alleges a violation of **Article 3, Section 7**, claiming a Supervisor performed bargaining unit work on 11/22/10.
- N-11-235: Local 449 v. UPS, Buffalo, NY
On behalf of **Byron Taylor**, Union alleges a violation of **Article 3, Section 7**, claiming a Supervisor performed bargaining unit work on 12/18/10.
- N-11-236: Local 449 v. UPS, Buffalo, NY
On behalf of **Gerard Kuntz**, Union alleges a violation of **Article 3, Section 7**, claiming a Supervisor performed bargaining unit work on 11/30/10 (2 hours).
- N-11-237: Local 449 v. UPS, Buffalo, NY
On behalf of **Gerard Kuntz**, Union alleges a violation of **Article 3, Section 7**, claiming a Supervisor performed bargaining unit work on 11/30/10 (all hours worked).

- N-11-238: Local 449 v. UPS, Buffalo, NY
On behalf of **Gerard Kuntz**, Union alleges a violation of **Article 3, Section 7**, claiming a Supervisor performed bargaining unit work on 12/1/10 (4 hours).
- N-11-239: Local 449 v. UPS, Buffalo, NY
On behalf of **Gerard Kuntz**, Union alleges a violation of **Article 3, Section 7**, claiming a Supervisor performed bargaining unit work on 12/1/10 (all hours worked).
- N-11-240: Local 449 v. UPS, Buffalo, NY
On behalf of **Gerard Kuntz**, Union alleges a violation of **Article 3, Section 7**, claiming a Supervisor performed bargaining unit work on 12/7/10 (3 hours).
- N-11-241: Local 449 v. UPS, Buffalo, NY
On behalf of **Gerard Kuntz**, Union alleges a violation of **Article 3, Section 7**, claiming a Supervisor performed bargaining unit work on 12/8/10 (all hours worked).
- N-11-242: Local 449 v. UPS, Buffalo, NY
On behalf of **Gerard Kuntz**, Union alleges a violation of **Article 3, Section 7**, claiming a Supervisor performed bargaining unit work on 12/9/10 (2 hours).
- N-11-243: Local 449 v. UPS, Buffalo, NY
On behalf of **Gerard Kuntz**, Union alleges a violation of **Article 3, Section 7**, claiming a Supervisor performed bargaining unit work on 12/9/10 (1 hour).
- N-11-244: Local 449 v. UPS, Buffalo, NY
On behalf of **Gerard Kuntz**, Union alleges a violation of **Article 3, Section 7**, claiming a Supervisor performed bargaining unit work on 12/9/10 (all hours worked).
- N-11-245: Local 449 v. UPS, Buffalo, NY
On behalf of **Gerard Kuntz**, Union alleges a violation of **Article 3, Section 7**, claiming a Supervisor performed bargaining unit work on 12/12/10 (all hours worked by three Supervisors).
- N-11-246: Local 449 v. UPS, Buffalo, NY
On behalf of **Joel Kustich**, Union alleges that the Company violated **Article 3, Section 4**. A driver

from Henrietta, NY, a separate domicile, was offered the work assignment in the Feeder classification which originated out of Buffalo, NY (4/6/11).

- N-11-247: Local 449 v. UPS, Buffalo, NY
On behalf of **Joel Kustich**, Union alleges that the Company violated **Article 3, Section 4**. A driver from Henrietta, NY, a separate domicile, was offered the work assignment in the Feeder classification which originated out of Buffalo, NY (4/6/11).
- N-11-248: Local 449 v. UPS, Buffalo, NY
On behalf of **Judith Rizzo**, Union alleges a violation of **Article 3, Section 7**, claiming a Supervisor performed bargaining unit work on 12/21/10.
- N-11-249: Local 449 v. UPS, Buffalo, NY
On behalf of **Timothy Pula**, Union alleges a violation of **Article 3, Section 7**, claiming a Supervisor performed bargaining unit work on 9/23/10.
- N-11-250: Local 449 v. UPS, Buffalo, NY
On behalf of **Joan Sawicki and Matthew Reed**, Union alleges a violation of **Article 3, Section 7**, claiming a Supervisor performed bargaining unit work on 12/30/10.
- N-11-251: Local 449 v. UPS, Buffalo, NY
On behalf of **Richard Kozak**, Union alleges a violation of **Article 3, Section 7**, claiming a Supervisor performed bargaining unit work on 3/18/11.
- N-11-252: Local 177 v. UPS, Hillside, NJ
On behalf of **Andrew Bozek**, Union alleges a violation of **Article 17**, claiming that the Company failed to correct grievant's pay shortage, multiple grievances (11/10/09).
- N-11-253: Local 177 v. UPS, Hillside, NJ
On behalf of **Peter Boehm**, Union alleges a violation of **Article 17**, claiming that the Company failed to correct grievant's pay shortage, multiple grievances (ongoing).

- N-11-254: Local 177 v. UPS, Hillside, NJ
On behalf of **Donta Mickens**, Union alleges a violation of **Article 17**, claiming that the Company failed to correct grievant's pay shortage, multiple grievances (ongoing).
- N-11-255: Local 317 v. UPS, Syracuse, NY
On behalf of **all affected employees**, Union alleges a violation of **Article 3, Section 7**, claiming Supervisors working (3/8/11).
- N-11-256: Local 317 v. UPS, Syracuse, NY
On behalf of **all affected employees**, Union alleges a violation of **Article 3, Section 7**, claiming numerous Supervisors worked on the white belt (3/17/11).
- N-11-257: Local 317 v. UPS, Syracuse, NY
On behalf of **all affected employees**, Union alleges a violation of **Article 3, Section 7**, claiming Supervisors working (3/28/11).
- 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-11-259: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges that the Company violated **Article 32**, claiming trailers were towed by subcontractor from within the jurisdiction of Local 177.
- N-11-260: Local 177 v. UPS, Hillside, NJ
On behalf of **Christian Miller**, Union alleges that the Company violated **Article 3, Section 7**, claiming Supervisors performing bargaining unit work, multiple grievances (11/2/10 and ongoing).
- N-11-261: Local 804 v. UPS, Long Island City, NY
On behalf of **Vic Aghabekian**, 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 (ongoing since 5/4/11).

- N-11-262: Local 804 v. UPS, Long Island City, NY
On behalf of **Gary Cashin**, 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 (4/21/11).
- N-11-263: Local 804 v. UPS, Long Island City, NY
On behalf of **Domenick DeDomenico**, 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 (ongoing since 6/7/11).
- N-11-264: Local 804 v. UPS, Long Island City, NY
On behalf of **Hiram Irizarry**, 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 (5/3/11).
- N-11-265: Local 804 v. UPS, Long Island City, NY
On behalf of **Richard Pawlikowski**, 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 (ongoing since 6/10/11).
- N-11-266: Local 804 v. UPS, Long Island City, NY
On behalf of **Vincent Perrone**, 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 (ongoing since 3/15/11).
- N-11-267: Local 804 v. UPS, Long Island City, NY
On behalf of **Jonathan Santiago**, 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 (5/2/11).

- N-11-268: Local 804 v. UPS, Long Island City, NY
On behalf of **Edween Villalta**, 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 (6/14/11).
- N-11-269: Local 804 v. UPS, Long Island City, NY
On behalf of **Hector Chang**, 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. The Company is refusing to pay Full-Time employees overtime to finish the operation and is using Supervisors instead (ongoing from 5/31/11).
- N-11-270: Local 804 v. UPS, Long Island City, NY
On behalf of **Phil Martorana**, 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. The Company is refusing to pay Full-Time employees overtime to finish the operation and is using Supervisors instead (7/6/11).
- N-11-271: Local 804 v. UPS, Long Island City, NY
On behalf of **Brian Paz**, 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 (ongoing from 7/21/11).
- N-11-272: Local 804 v. UPS, Long Island City, NY
On behalf of **Christopher A. Williamson**, 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. The Company is refusing to pay Full-Time employees overtime to finish the operation and is using Supervisors instead (7/12/11).

N-11-273: UPS v. Local 671, Bloomfield, CT
The Company alleges a violation of **Article 7**,
claiming that the Union is unreasonably delaying an
arbitration hearing; cancelled three (3) dates and
failed to respond to requests for future dates.

SOUTH

- N-11-274: Local 769 v. UPS, North Miami, FL
On behalf of **all affected employees**, Union alleges that the Company is in violation of **Article 22, Section 3**, claiming a 22.3 job was vacated and not bid or filled (Stuart, FL).
- N-11-275: Local 769 v. UPS, North Miami, FL
On behalf of **all affected employees**, Union alleges that the Company is in violation of **Article 22, Section 3**, claiming a 22.3 job was vacated and not bid or filled (Vero Beach, FL).
- N-11-276: Local 767 v. UPS, Forest Hill, TX
On behalf of **all affected employees**, Union alleges a violation of **Articles 1, 26 and 32**. The Company contracted loads from Mesquite to Jacksonville and had the same contractors bring empties back to Mesquite while seniority Feeder Drivers are laid out of classification (April 2010 and ongoing).
- N-11-277: Local 767 v. UPS, Forest Hill, TX
On behalf of **James Simon**, Union alleges a violation of **Article 17 and all others that apply**, claiming the Company did not pay a seventh (7th) punch after a Sleeper Team run. The grievant worked seven (7) calendar days in a row.
- N-11-278: Local 480 v. UPS, Nashville, TN
On behalf of **Samuel Carmon**, Union alleges that the Company violated **Article 22, Section 3**, by failing to properly bid a combination job, which was vacated by Larry Reese when he gained Feeder seniority. The Company has subsequently allowed junior P-T employees to perform the work previously performed by F-T Larry Reese which still exists.
- N-11-279: Local 385 v. UPS, Orlando, FL
On behalf of **Melinda Barrett**, Union alleges that the Company violated **Article 32**, claiming outside service performed bargaining unit work (10/11/10).

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-09-244: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges a violation of **Article 18**. While performing an OJS, the Company allows drivers to park illegally, compromising his safety and also the safety of the public.
- 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-10-130: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges a violation of **Article 18**, claiming that the Company knowingly put employees' health and safety in danger by having them work by door numbers 233, 240, 248 and 252 that were removed from service on 1/26/10 by the Secaucus Building Inspector.
- 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-10-216: Local 162 v. UPS, Portland, OR
On behalf of **all affected employees**, Union alleges that the Company is in violation of **Article 18 and all others that apply**, because of the lack of defibrillators in UPS facilities.
- N-10-220: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges a violation of **Article 18**, claiming that the Company is compromising the safety of its drivers by not providing them with the necessary tools for inclement weather.
- N-10-222: Local 177 v. UPS, Hillside, NJ
On behalf of **Jose Rivera**, Union alleges that the Company violated **Article 20, Section 3**, claiming grievant has the right to use the third doctor procedure.
- 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-11-96: 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 hating system in the Bound Brook auto shop (Grievance #32305, #10058, #10059, #10060, #10061 and #10062).

- 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-11-112: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges a violation of **Article 18, Preamble**, claiming the Company is putting the safety of drivers and/or the public in jeopardy.
- N-11-113: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges a violation of **Article 18, Preamble**, claiming the Company is putting its employees in an unsafe condition in Kiryas Joel.
- N-11-114: Local 177 v. UPS, Hillside, NJ
On behalf of **a Frank Jackson**, Union alleges a violation of **Article 14, Section 2**, claiming the Company did not give grievant T.A.W. (1/3/11 and ongoing).
- N-11-116: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges that the Company is in violation of **Article 18**, claiming unsafe work conditions exist in the workplace.
- 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-11-121: Local 79 v. UPS, Tampa, FL
On behalf of **Bryan Sheehan**, Union alleges Company is in violation of **Articles 16 and 20**, claiming driver with seizures denied inside work.
- N-11-123: Local 804 v. UPS, Long Island City, NY
On behalf of **all affected employees**, Union alleges a violation of **Article 20, Section 3**, claiming the Company has failed to mutually agree on a third (3rd) doctor within ten (10) working days (ongoing since 12/20/10).
- 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.

NEW CASES:

- 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-11-281: Local 177 v. UPS, Hillside, NJ
On behalf of **William Marventano**, Union alleges that the Company violated **Article 14, Section 2**, claiming grievant was not offered TAW (3/14/11).
- N-11-282: Local 177 v. UPS, Hillside, NJ
On behalf of **William Marventano**, Union alleges that the Company violated **Article 36**, claiming grievant was not offered TAW while other employees are afforded the TAW work (3/14/11).
- N-11-283: Local 769 v. UPS, North Miami, FL
On behalf of **Alan Dennis**, Union alleges that the Company is in violation of **Article 14**. Union would like to negotiate and enter into a TAW with the Florida District.

- N-11-284: Local 804 v. UPS, Long Island City, NY
On behalf of **Chris Stampfli**, Union alleges a violation of **Article 20, Section 4 and Article 16, Section 3(2)**. The Company is not allowing grievant to displace the two least senior Part-Time or one Full-Time employee while he was unqualified to drive but was still physically fit to perform other inside jobs.
- N-11-285: Local 804 v. UPS, Long Island City, NY
On behalf of **Jerri Sengstacken**, Union alleges that the Company violated **Articles 14, 20 and all others that apply**, by not allowing grievant to return to work, violating the requisite period of time to complete a Company doctor examination.
- N-11-286: Local 249 v. UPS, Pittsburgh, PA
On behalf of **Michael Weimer**, Union alleges that the Company is in violation of **Articles 18, 19, Section 1 and 20, Section 4**, claiming it is a safety concern for employees not to have rubber matting over metal grating walkways.
- N-11-287: Local 104 v. UPS, Phoenix, AZ
On behalf of **Calise**, Union alleges that the Company violated **Article 34, Section 1**, claiming grievant did not receive 12 consecutive months of medical benefits when approved for long-term disability.
- 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-11-289: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges a violation of **Article 18**. The Company is causing an unsafe work environment by asking and allowing Part-Time employees to push empty air cans into trailers where there are no rollers on the trailer floor.
- N-11-290: Local 639 v. UPS, Washington, DC
On behalf of **Jill Gibson**, Union alleges that the Company violated **Article 14, Section 1 and Article 37, Section 1**, claiming grievant was harassed and threatened after reporting an injury.

- N-11-291: Local 991 v. UPS, Mobile, AL
On behalf of **all affected employees**, Union alleges a violation of **Article 18**, claiming the Company is using golf carts in violation of the CBA and Florida Statutes.
- N-11-292: Local 769 v. UPS, North Miami, FL
On behalf of **all affected employees**, Union alleges a violation of **Article 18**. The Company is using golf carts to deliver packages on City, County and State roads without having seat belts for the drivers of such vehicles, in violation of the CBA.
- N-11-293: Local 177 v. UPS, Hillside, NJ
On behalf of **Bob Bonvie**, Union alleges a violation of **Article 35**, claiming the Company did not follow reasonable cause testing language.
- N-11-294: Local 177 v. UPS, Hillside, NJ
On behalf of **John Rainey**, Union alleges a violation of **Article 20, Section 1**, claiming that the Company should pay for grievant's additional exam for DOT physical.
- N-11-295: Local 804 v. UPS, Long Island City, NY
On behalf of **Russell Schoelder**, Union alleges a violation of **Article 16, Section 3.3**. The Company violated the CBA by not allowing grievant to return to his driving job after his license was restored.
- N-11-296: Local 177 v. UPS, Hillside, NJ
On behalf of **Michael Serrano and all affected employees**, Union alleges a violation of **Article 18**, claiming that the Company is directing drivers to pull loads without load retainers (7/8/11, 7/11/11, 7/12/11 and 7/22/11).
- N-11-297: Local 177 v. UPS, Hillside, NJ
On behalf of **John Tise**, Union alleges that the Company violated **Articles 17 and 20**, claiming grievant was not allowed to return to work from disability due to Supervisor's error.
- N-11-298: Local 767 v. UPS, Forest Hill, TX
On behalf of **Jeff Esskew**, Union alleges a violation of **Article 20 and all others that apply**. The Company forced grievant, as well as other employees,

into a TAW Agreement(s) that are inconsistent with the intent and spirit of Article 14 of the CBA. The TAW Agreement(s) are extra contract agreements as it relates to Article 6 and the daily guarantee.

N-11-299:

Local 480 v. UPS, Nashville, TN

On behalf of **all affected employees**, Union alleges a violation of **Article 14 and all others that apply**. The Company has refused to provide the Union with the "First Report of Injury" (C-20 form) notwithstanding, the Union's repeated requests for information and the previous SRAPGC decision on this identical issue (May 2009 and ongoing).

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-10-230: Local 638 v. UPS, Minneapolis, MN
On behalf of **Daniel Hanson**, Union alleges that the Company violated **Article 43**, claiming any driving outside of set schedule is to be paid at time and one-half (1½) hourly wage. Annual ride took place on 10/15/09.
- N-10-234: Local 767 v. UPS, Forest Hill, TX
On behalf of **Ralph Compton**, Union alleges that the Company is in violation of **Article 43 and all others that apply**. The Mesquite Feeder Department is moving ground loads with Premium Service drivers without offering the work to available brown drivers.

- N-10-311: Local 455 v. UPS, Denver, CO
On behalf of **Rick Mausbach, Gienek Elbaum and Robert Bernsten**, Union alleges that the Company is violation of **Article 43 and all others that apply**, claiming no paid-for seventh day worked.
- N-10-314: Local 41 v. UPS, Kansas City, MO
On behalf of **Dan Michaels, et al.**, Union alleges that the Company is in violation of **Article 43**. The week ending 12/19/09 grievant worked an extra day on Monday, 12/14/09 then ran his regular job to NBA, CA. On 12/18 and 12/19, the Company asked him to run a LOU, KY to SIO, SD back to LEN, KS. The LOU, KY run was only paid at time-and-one-half. This work should have been at double time. Union requests that the Company pay double time amount for the LOU, KY and SIO, SD back to LEN, KS, plus all late penalties that would apply until check is received.
- N-11-125: Local 638 v. UPS, Minneapolis, MN
On behalf of **David Nelson**, Union alleges that the Company violated **Article 43, Section 2** claiming grievant was paid straight time to fuel and wash before his scheduled start time on 7/21/10. Grievant should be paid overtime for work performed before his scheduled start time of his sleeper run.
- N-11-129: Local 804 v. UPS, Long Island City, NY
On behalf of **Brian Madden**, Union alleges that the Company is in violation of **Article 43**. Sleeper teams are going to the Nassau facility and Foster Avenue with a set of doubles, breaking the set and moving the loads to other facilities. It has been a long-standing past practice that the Local Feed drivers move the loads after the Sleeper Team drops them.
- N-11-130: Local 804 v. UPS, Long Island City, NY
On behalf of **Brian Madden**, Union alleges that the Company is in violation of **Article 43, and all others that apply**. The Sleeper Teams listed in this grievance worked Sunday, July 4th and were not paid double mileage for the holiday as per the Local 804 Supplemental language.

- N-11-131: Local 63 v. UPS, Rialto, CA
On behalf of **Adam Smith and Richard Jaure**, Union alleges that the Company is in violation of **Articles 43, 43 Guidelines, 17 and all others that apply**. Drivers are being paid inappropriately for work performed at the beginning of a sleeper run.
- N-11-136: Local 767 v. UPS, Forest Hill, TX
On behalf of **Jimmy Lyon**, Union alleges a violation of **Article 43, 17 and all others that apply**. The Company did not pay grievant properly for a sixth (6th) and seventh (7th) punch. He worked two (2) days outside of his regularly scheduled Sleeper run (6/25/10).
- 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-11-152: Local 396 v. UPS, Covina, CA
On behalf of **Steve Wright and Phil Rennegarbe**, Union alleges a violation of **Article 43**, claiming the Company unilaterally changed Sleeper runs in violation of CBA (Week of 12/4/10; Week Ending 12/25/10)
- N-11-153: Local 396 v. UPS, Covina, CA
On behalf of **Larry Berru**, Union alleges that the Company violated **Articles 43 and 30**, when it moved hourly work, which was being satisfied by hourly drivers, to facilitate a mileage run.
- N-11-154: Local 396 v. UPS, Covina, CA
On behalf of **Terry Henderson**, Union alleges a violation of **Article 43, Article 43 Guidelines and all others that apply**, claiming the Company unilaterally stopped paying seventh (7th) day pay to Sleeper Team Drivers called in for extra work.

NEW CASES:

- 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-11-306: Local 804 v. UPS, Long Island City, NY
On behalf of **Brian Madden**, Union alleges that the Company violated **Article 43 and all others that apply**. The Sleeper Teams listed in this grievance worked Sunday, July 4th and were not paid double mileage for the Holiday as per Local 804 Supplemental language.
- N-11-307: Local 804 v. UPS, Long Island City, NY
On behalf of **Brian Madden**, Union alleges that the Company violated **Article 43**. Sleeper Teams are going to the Nassau facility and Foster Avenue with a set of doubles, breaking the set and moving the loads to other facilities. It has been a long-standing past practice that the local feeder drivers move the loads after the Sleeper Teams drop them.
- N-11-308: Local 90 v. UPS, Des Moines, IA
On behalf of **Bruce Amos**, Union alleges that the Company violated **Article 43**, claiming delay time was not paid for on 2/23/11; would like for grievant to be made whole monetarily.
- N-11-309: Local 512 v. UPS, Jacksonville, FL
On behalf of **Chris Smith**, Union alleges that the Company is in violation of **Article 43**, claiming Sleeper Team ran unscheduled extra legs for week. Asking for time-and-one-half for all legs worked on sixth (6th) report, and double time for legs started after midnight.
- N-11-310: Local 512 v. UPS, Jacksonville, FL
On behalf of **Randy Logan**, Union alleges that the Company is in violation of **Article 43**, claiming Sleeper Team ran unscheduled extra legs for week. Asking for time-and-one-half for all legs worked on sixth (6th) report, and double time for legs started after midnight.
- N-11-311: Local 177 v. UPS, Hillside, NJ
On behalf of **Alexander DeLeon and Franklin Moody**, Union alleges that the Company violated **Article 43**, claiming grievants were not paid for all miles driven on Sleeper Team run (1/8/11, 4/4/11, 4/9/11, 4/16/11, and 4/30/11).

- N-11-312: Local 177 v. UPS, Hillside, NJ
On behalf of **Edwin D'Alessio**, Union alleges that the Company violated **Article 43**, claiming grievant was not paid double-time for seventh (7th) punch (12/23/10).
- N-11-149: Local 177 v. UPS, Hillside, NJ
On behalf of **Razzaq Muhammadi and Cezary Sliowski**, Union alleges that the Company is in violation of **Article 43**, claiming drivers are not being paid after two (2)-hour delay at furthest point (October 14, 18, 21 and 28, 2010) **REDOCKETED**.
- N-11-313: Local 177 v. UPS, Hillside, NJ
On behalf of **Osceola Hansen**, Union alleges that the Company violated **Article 43**, claiming grievant was paid straight time for sixth (6th) and seventh (7th) day work (6/2/11).
- N-11-314: Local 177 v. UPS, Hillside, NJ
On behalf of **Bob Conlin**, Union alleges that the Company violated **Article 43**, claiming grievant is not being paid the appropriate rate.
- N-11-315: Local 767 v. UPS, Forest Hill, TX
On behalf of **David Cochran**, Union alleges a violation of **Articles 43 and 17**, claiming the Company has stopped paying traffic delays to Sleeper Team drivers in Local 767's jurisdiction.
- N-11-316: Local 767 v. UPS, Forest Hill, TX
On behalf of **Keith Evans**, Union alleges a violation of **Articles 43 and 17**, claiming the Company has unilaterally imposed a "Hose in, Hose out" fuel delay policy.
- N-11-410: Local 355 v. UPS, Baltimore, MD
On behalf of **Mike Miller**, Union alleges that the Company violated **Article 43 and all others that apply**, claiming Holiday Pay. Union requests that grievant be made whole in every way (1/1/11).

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-11-158: Local 480 v. UPS, Nashville, TN
On behalf of **Troy Polen**, Union alleges a violation of **Article 37**, claiming the Company is continually working grievant/steward more than 9.5 hours per day and should make him whole as outlined in the CBA; Company is also discriminating against him because of his Union activity (Grievance #12896).

N-11-159: Local 480 v. UPS, Nashville, TN
On behalf of **Troy Polen**, Union alleges a violation of **Article 37**, claiming the Company is continually working grievant/steward more than 9.5 hours per day and should make him whole as outlined in the CBA; Company is also discriminating against him because of his Union activity (Grievance #12898).

N-11-160: Local 480 v. UPS, Nashville, TN
On behalf of **Troy Polen**, Union alleges a violation of **Article 37**, claiming the Company is continually working grievant/steward more than 9.5 hours per day and should make him whole as outlined in the CBA; Company is also discriminating against him because of his Union activity (Grievance #12948).

NEW CASES:

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-11-318: Local 804 v. UPS, Long Island City, NY
On behalf of **Raymond Cuevas**, Union alleges that the Company violated **Article 37, Section 1**. Despite his Opt In on the 9.5 list, grievant has continually worked over 9.5 hours per day for three (3) days in a workweek.

N-11-319: Local 804 v. UPS, Long Island City, NY
On behalf of **Dennis Kotarski**, Union alleges that the Company violated **Article 37, Section 1**. Grievant was on the "9.5 List" and worked over 9.5 hours three (3) days in single week on multiple occasions.

N-11-320: Local 804 v. UPS, Long Island City, NY
On behalf of **Mike Delgaudio**, Union alleges that the Company violated **Article 37, Section 1**. Grievant was on the "9.5 List" and worked over 9.5 hours three (3) days in single week on multiple occasions.

N-11-321: Local 804 v. UPS, Long Island City, NY
On behalf of **Scott Damon**, Union alleges that the Company violated **Article 37, Section 1**. Grievant was on the "9.5 List" and worked over 9.5 hours three (3) days in single week.

- N-11-322: Local 804 v. UPS, Long Island City, NY
On behalf of **Robert Katarowski**, Union alleges a violation of **Article 37, Section 1**. The Company failed to make a reasonable effort to reduce package car driver Katarowski's workday below 9.5 hours per day after letting him "Opt in." The Company also failed to grant grievant triple time pay for hours worked in excess of 9.5 hours per day.
- N-11-323: Local 804 v. UPS, Long Island City, NY
On behalf of **Dave Cancel**, Union alleges a violation of **Article 37, Section 1**. The Company failed to make a reasonable effort to reduce package car driver Cancel's workday below 9.5 hours per day after letting him "Opt in." The Company also failed to grant grievant triple time pay for hours worked in excess of 9.5 hours per day.
- N-11-324: Local 804 v. UPS, Long Island City, NY
On behalf of **Sue Martin**, Union alleges a violation of **Article 37, Section 1**. The Company failed to make a reasonable effort to reduce package car driver Martin's workday below 9.5 hours per day after letting her "Opt in." The Company also failed to grant grievant triple time pay for hours worked in excess of 9.5 hours per day.
- N-11-325: Local 804 v. UPS, Long Island City, NY
On behalf of **Thomas Oliver**, Union alleges a violation of **Article 37, Section 1**. The Company failed to make a reasonable effort to reduce package car driver Oliver's workday below 9.5 hours per day after letting him "Opt in." The Company also failed to grant grievant triple time pay for hours worked in excess of 9.5 hours per day.
- N-11-326: Local 804 v. UPS, Long Island City, NY
On behalf of **Fernando Maldonado**, Union alleges a violation of **Article 37, Section 1**. The Company failed to make a reasonable effort to reduce package car driver Maldonado's workday below 9.5 hours per day after letting him "Opt in." The Company also failed to grant grievant triple time pay for hours worked in excess of 9.5 hours per day.

- 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-11-329: Local 177 v. UPS, Hillside, NJ
On behalf of **G. Twibill**, Union alleges that the Company violated **Article 37**, claiming over 9.5 after Opt-In (Week Ending 6/18/11 - #55883).
- N-11-330: Local 177 v. UPS, Hillside, NJ
On behalf of **Walter Tansley**, Union alleges that the Company violated **Article 37**, claiming over 9.5 after Opt-In (Week Ending 6/11/11 - #57841).
- N-11-331: Local 177 v. UPS, Hillside, NJ
On behalf of **Robert Noone**, Union alleges that the Company violated **Article 37**, claiming over 9.5 after Opt-In (Week Ending 2/19/11 - #58916).
- N-11-332: Local 177 v. UPS, Hillside, NJ
On behalf of **K. Koutros**, Union alleges that the Company violated **Article 37**, claiming over 9.5 after Opt-In (Week Ending 7/16/11 - #58925).
- N-11-333: Local 177 v. UPS, Hillside, NJ
On behalf of **J. Reynolds**, Union alleges that the Company violated **Article 37**, claiming over 9.5 after Opt-In (Week Ending 4/30/11 - #58907).
- N-11-334: Local 177 v. UPS, Hillside, NJ
On behalf of **G. Legge**, Union alleges that the Company violated **Article 37**, claiming over 9.5 after Opt-In (Week Ending 3/12/11 - #57865).

- N-11-335: Local 177 v. UPS, Hillside, NJ
On behalf of **R. Joyner**, Union alleges that the Company violated **Article 37**, claiming over 9.5 after Opt-In (Week Ending 10/8/10 - #53916).
- N-11-336: Local 177 v. UPS, Hillside, NJ
On behalf of **B. Schendlinger**, Union alleges that the Company violated **Article 37**, claiming over 9.5 after Opt-In (Week Ending 7/16/11 - #58055).
- N-11-337: Local 177 v. UPS, Hillside, NJ
On behalf of **K. Lee**, Union alleges that the Company violated **Article 37**, claiming over 9.5 after Opt-In (Week Ending 6/25/11 - #58051).
- N-11-338: Local 177 v. UPS, Hillside, NJ
On behalf of **M. Tantillo**, Union alleges that the Company violated **Article 37**, claiming over 9.5 after Opt-In (Week Ending 6/18/11 - #60253).
- N-11-339: Local 177 v. UPS, Hillside, NJ
On behalf of **W. O'Donovan**, Union alleges that the Company violated **Article 37**, claiming over 9.5 after Opt-In (Week Ending 6/11/11 - #60225).
- N-11-340: Local 177 v. UPS, Hillside, NJ
On behalf of **J. Lutz**, Union alleges that the Company violated **Article 37**, claiming over 9.5 after Opt-In (Week Ending 3/19/11 - #58876).
- N-11-341: Local 177 v. UPS, Hillside, NJ
On behalf of **A. Namias**, Union alleges that the Company violated **Article 37**, claiming over 9.5 after Opt-In (Week Ending 3/12/11 - #58875).
- N-11-342: Local 177 v. UPS, Hillside, NJ
On behalf of **P. Curran**, Union alleges that the Company violated **Article 37**, claiming over 9.5 after Opt-In (Week Ending 3/12/11 - #58869).
- N-11-343: Local 177 v. UPS, Hillside, NJ
On behalf of **A. Markette**, Union alleges that the Company violated **Article 37**, claiming over 9.5 after Opt-In (Week Ending 3/5/11 - #58864).

- N-11-344: Local 177 v. UPS, Hillside, NJ
On behalf of **W. Scragg**, Union alleges that the Company violated **Article 37**, claiming over 9.5 after Opt-In (Week Ending 4/8/11 - #58629).
- N-11-345: Local 177 v. UPS, Hillside, NJ
On behalf of **K. Stavola**, Union alleges that the Company violated **Article 37**, claiming over 9.5 after Opt-In (Week Ending 3/26/11 - #57990).
- N-11-346: Local 177 v. UPS, Hillside, NJ
On behalf of **L. Ciani**, Union alleges that the Company violated **Article 37**, claiming over 9.5 after Opt-In (Week Ending 3/19/11 - #48424).
- N-11-347: Local 177 v. UPS, Hillside, NJ
On behalf of **F. Valenti**, Union alleges that the Company violated **Article 37**, claiming over 9.5 after Opt-In (Week Ending 3/19/11 - #48425).
- N-11-348: Local 177 v. UPS, Hillside, NJ
On behalf of **G. Colatrella**, Union alleges that the Company violated **Article 37**, claiming over 9.5 after Opt-In (Week Ending 3/5/11 - #50311).
- N-11-349: Local 177 v. UPS, Hillside, NJ
On behalf of **R. Klahre**, Union alleges that the Company violated **Article 37**, claiming over 9.5 after Opt-In (Week Ending 3/5/11 - #50312).
- N-11-350: Local 177 v. UPS, Hillside, NJ
On behalf of **K. Taylor**, Union alleges that the Company violated **Article 37**, claiming over 9.5 after Opt-In (Week Ending 7/1/11 - #58835).
- N-11-351: Local 177 v. UPS, Hillside, NJ
On behalf of **D. Silk**, Union alleges that the Company violated **Article 37**, claiming over 9.5 after Opt-In (Week Ending 5/21/11 - #60228).
- N-11-352: Local 118 v. UPS, Rochester, NY
On behalf of **Chris Sheridan**, Union alleges that the Company violated **Article 37**, claiming grievant requested 8-hour workday and was denied.

- N-11-353: Local 118 v. UPS, Rochester, NY
On behalf of **Michael DeYulio**, Union alleges that the Company refuses to pay a violation of **Article 37** over the "9.5" language (6/11/11).
- N-11-354: Local 118 v. UPS, Rochester, NY
On behalf of **Michael DeYulio**, Union alleges that the Company refuses to pay a violation of **Article 37** over the "9.5" language (6/28/11).
- N-11-355: Local 118 v. UPS, Rochester, NY
On behalf of **Michael DeYulio**, Union alleges that the Company refuses to pay a violation of **Article 37** over the "9.5" language (7/11/11).
- N-11-356: Local 118 v. UPS, Rochester, NY
On behalf of **Scott Nesbit**, Union alleges that the Company refuses to pay a violation of **Article 37** over the "9.5" language (5/4/11).
- N-11-357: Local 118 v. UPS, Rochester, NY
On behalf of **Scott Nesbit**, On behalf of **Michael DeYulio**, Union alleges that the Company refuses to pay a violation of **Article 37** over the "9.5" language (5/4/11).
- N-11-358: Local 118 v. UPS, Rochester, NY
On behalf of **Scott Nesbit**, On behalf of **Michael DeYulio**, Union alleges that the Company refuses to pay a violation of **Article 37** over the "9.5" language (5/4/11).
- N-11-359: Local 118 v. UPS, Rochester, NY
On behalf of **Scott Nesbit**, On behalf of **Michael DeYulio**, Union alleges that the Company refuses to pay a violation of **Article 37** over the "9.5" language (7/5/11).
- N-11-360: Local 177 v. UPS, Hillside, NJ
On behalf of **C. Drabych**, Union alleges that the Company violated **Article 37**, claiming over 9.5 after Opt-In (Week Ending 6/4/11 - #48615).
- N-11-361: Local 177 v. UPS, Hillside, NJ
On behalf of **A. Golina**, Union alleges that the Company violated **Article 37**, claiming over 9.5 after Opt-In (Week Ending 6/18/11 - #48616).

- N-11-362: Local 177 v. UPS, Hillside, NJ
On behalf of **S. Goodman**, Union alleges that the Company violated **Article 37**, claiming over 9.5 after Opt-In (Week Ending 6/11/11 - #48617).
- N-11-363: Local 177 v. UPS, Hillside, NJ
On behalf of **R. Codero**, Union alleges that the Company violated **Article 37**, claiming over 9.5 after Opt-In (Week Ending 6/4/11 - #50782).
- N-11-364: Local 177 v. UPS, Hillside, NJ
On behalf of **L. Budnewicz**, Union alleges that the Company violated **Article 37**, claiming over 9.5 after Opt-In (Week Ending 7/9/11 - #60569).
- N-11-365: Local 177 v. UPS, Hillside, NJ
On behalf of **I. Akyol**, Union alleges that the Company violated **Article 37**, claiming over 9.5 after Opt-In (Week Ending 7/9/11 - #60570).
- N-11-366: Local 177 v. UPS, Hillside, NJ
On behalf of **D. Reilly**, Union alleges that the Company violated **Article 37**, claiming over 9.5 after Opt-In (Week Ending 7/9/11 - #60571).
- N-11-367: Local 177 v. UPS, Hillside, NJ
On behalf of **D. Haskett**, Union alleges that the Company violated **Article 37**, claiming over 9.5 after Opt-In (Week Ending 7/9/11 - #60572).
- N-11-368: Local 177 v. UPS, Hillside, NJ
On behalf of **J. Severino**, Union alleges that the Company violated **Article 37**, claiming over 9.5 after Opt-In (Week Ending 7/9/11 - #60574).
- N-11-369: Local 177 v. UPS, Hillside, NJ
On behalf of **W. Mabilog**, Union alleges that the Company violated **Article 37**, claiming over 9.5 after Opt-In (Week Ending 7/9/11 - #60575).
- N-11-370: Local 177 v. UPS, Hillside, NJ
On behalf of **V. Miles**, Union alleges that the Company violated **Article 37**, claiming over 9.5 after Opt-In (Week Ending 7/9/11 - #60576).

- N-11-371: Local 177 v. UPS, Hillside, NJ
On behalf of **I. Kilie**, Union alleges that the Company violated **Article 37**, claiming over 9.5 after Opt-In (Week Ending 7/9/11 - #60577).
- N-11-372: Local 177 v. UPS, Hillside, NJ
On behalf of **P. Castro**, Union alleges that the Company violated **Article 37**, claiming over 9.5 after Opt-In (Week Ending 7/9/11 - #60578).
- N-11-373: Local 177 v. UPS, Hillside, NJ
On behalf of **D. Legg**, Union alleges that the Company violated **Article 37**, claiming over 9.5 after Opt-In (Week Ending 6/18/11 - #61204).
- N-11-374: Local 177 v. UPS, Hillside, NJ
On behalf of **W. Harrison**, Union alleges that the Company violated **Article 37**, claiming over 9.5 after Opt-In (Week Ending 6/18/11 - #61205).
- N-11-375: Local 177 v. UPS, Hillside, NJ
On behalf of **W. Ortiz**, Union alleges that the Company violated **Article 37**, claiming over 9.5 after Opt-In (Week Ending 7/16/11 - #60063).
- N-11-376: Local 177 v. UPS, Hillside, NJ
On behalf of **J. Stabile**, Union alleges that the Company violated **Article 37**, claiming over 9.5 after Opt-In (Week Ending 6/25/11 - #60073).
- N-11-377: Local 177 v. UPS, Hillside, NJ
On behalf of **M. Dell**, Union alleges that the Company violated **Article 37**, claiming over 9.5 after Opt-In (Week Ending 8/3/11 - #61911).
- N-11-378: Local 177 v. UPS, Hillside, NJ
On behalf of **Mark Connelly**, Union alleges that the Company violated **Article 37**, 9.5 language (4/4/11, 4/5/11 and 4/6/11).
- N-11-379: Local 177 v. UPS, Hillside, NJ
On behalf of **Mark Connelly**, Union alleges that the Company violated **Article 37**, 9.5 language (Week Ending 6/18/11).
- N-11-380: Local 177 v. UPS, Hillside, NJ
On behalf of **Mark Connelly**, Union alleges that the

Company violated **Article 37**, 9.5 language (7/11/11, 7/12/11 and 7/13/11).

- N-11-381: Local 519 v. UPS, Knoxville, TN
On behalf of **Brian Self**, Union alleges a violation of **Article 37**. The Company is changing its position and practice of allowing unassigned drivers their contractual rights to the 9.5 language negotiated in the CBA (4/2/11 and ongoing).
- N-11-382: Local 767 v. UPS, Forest Hill, TX
On behalf of **Larry Rue**, Union alleges a violation of **Article 37**, claiming that the Company is refusing to include sort and load as part of the paid day as it relates to 9.5. This is a driver sort and load building.
- N-11-383: Local 480 v. UPS, Nashville, TN
On behalf of **James Everett**, Union alleges that the Company violated **Article 37**, 9.5 (fifth time), March 2011 and ongoing.
- N-11-384: Local 804 v. UPS, Long Island City, NY
On behalf of **Gino Abayev**, Union alleges a violation of **Article 37**. The Company continually failed to make a reasonable effort to reduce grievant's workday below 9.5 hours per day after letting him "Opt In". The Company also continually failed to grant grievant triple-time pay for hours worked in excess of 9.5 hours per day (Week Ending 5/21/11).
- N-11-385: Local 804 v. UPS, Long Island City, NY
On behalf of **Angel Alvarado**, Union alleges a violation of **Article 37**. The Company continually failed to make a reasonable effort to reduce grievant's workday below 9.5 hours per day after letting him "Opt In". The Company also continually failed to grant grievant triple-time pay for hours worked in excess of 9.5 hours per day (Weeks Ending 5/28/11, 6/4/11, 6/11/11, 7/2/11, up to and including 7/16/11).
- N-11-386: Local 804 v. UPS, Long Island City, NY
On behalf of **Frank Beutura**, Union alleges a violation of **Article 37**. The Company continually failed to make a reasonable effort to reduce grievant's workday below 9.5 hours per day after

letting him "Opt In". The Company also continually failed to grant grievant triple-time pay for hours worked in excess of 9.5 hours per day (Weeks Ending 7/16/11 up to and including 7/30/11).

- N-11-387: Local 804 v. UPS, Long Island City, NY
On behalf of **Dave Cancel**, Union alleges a violation of **Article 37**. The Company failed to make a reasonable effort to reduce grievant's workday below 9.5 hours per day after letting him "Opt In". The Company also failed to grant grievant triple-time pay for hours worked in excess of 9.5 hours per day (Week Ending 5/6/11).
- N-11-388: Local 804 v. UPS, Long Island City, NY
On behalf of **Domenick DeDomenico**, Union alleges a violation of **Article 37**. The Company failed to make a reasonable effort to reduce grievant's workday below 9.5 hours per day after letting him "Opt In". The Company also failed to grant grievant triple-time pay for hours worked in excess of 9.5 hours per day (Week Ending 6/4/11).
- N-11-389: Local 804 v. UPS, Long Island City, NY
On behalf of **Alejandro Felix**, Union alleges a violation of **Article 37**. The Company continually failed to make a reasonable effort to reduce grievant's workday below 9.5 hours per day after letting him "Opt In". The Company also continually failed to grant grievant triple-time pay for hours worked in excess of 9.5 hours per day (Weeks Ending 7/16/11 up to and including 7/30/11).
- N-11-390: Local 804 v. UPS, Long Island City, NY
On behalf of **Keith Gary**, Union alleges a violation of **Article 37**. The Company failed to make a reasonable effort to reduce grievant's workday below 9.5 hours per day after letting him "Opt In". The Company also failed to grant grievant triple-time pay for hours worked in excess of 9.5 hours per day (Week Ending 7/30/11).
- N-11-391: Local 804 v. UPS, Long Island City, NY
On behalf of **Victor Hernandez**, Union alleges a violation of **Article 37**. The Company continually failed to make a reasonable effort to reduce grievant's workday below 9.5 hours per day after

letting him "Opt In". The Company also continually failed to grant grievant triple-time pay for hours worked in excess of 9.5 hours per day (Weeks Ending 7/2/11 and 7/30/11).

N-11-392: Local 804 v. UPS, Long Island City, NY
On behalf of **Hiram Irizarry**, Union alleges a violation of **Article 37**. The Company failed to make a reasonable effort to reduce grievant's workday below 9.5 hours per day after letting him "Opt In". The Company also failed to grant grievant triple-time pay for hours worked in excess of 9.5 hours per day (Weeks Ending 6/4/11 and 7/16/11).

N-11-393: Local 804 v. UPS, Long Island City, NY
On behalf of **Robert Katarowski**, Union alleges a violation of **Article 37**. The Company continually failed to make a reasonable effort to reduce grievant's workday below 9.5 hours per day after letting him "Opt In". The Company also continually failed to grant grievant triple-time pay for hours worked in excess of 9.5 hours per day (Weeks Ending 6/11/11 up to and including 7/23/11).

N-11-394: Local 804 v. UPS, Long Island City, NY
On behalf of **Suzanne Martin**, Union alleges a violation of **Article 37**. The Company continually failed to make a reasonable effort to reduce grievant's workday below 9.5 hours per day after letting her "Opt In". The Company also continually failed to grant grievant triple-time pay for hours worked in excess of 9.5 hours per day (Weeks Ending 7/2/11 and 7/16/11).

N-11-395: Local 804 v. UPS, Long Island City, NY
On behalf of **Cesar Mendoza**, Union alleges a violation of **Article 37**. The Company continually failed to make a reasonable effort to reduce grievant's workday below 9.5 hours per day after letting him "Opt In". The Company also continually failed to grant grievant triple-time pay for hours worked in excess of 9.5 hours per day (Weeks Ending 7/16/11 and 7/23/11).

N-11-396: Local 804 v. UPS, Long Island City, NY
On behalf of **Richard Moll**, Union alleges a violation of **Article 37**. The Company continually failed to

make a reasonable effort to reduce grievant's workday below 9.5 hours per day after letting him "Opt In". The Company also continually failed to grant grievant triple-time pay for hours worked in excess of 9.5 hours per day (Weeks Ending 3/5/11 up to and including 4/30/11).

- N-11-397: Local 804 v. UPS, Long Island City, NY
On behalf of **Rich Pawlikowski**, Union alleges a violation of **Article 37**. The Company failed to make a reasonable effort to reduce grievant's workday below 9.5 hours per day after letting him "Opt In". The Company also failed to grant grievant triple-time pay for hours worked in excess of 9.5 hours per day (Week Ending 6/18/11).
- N-11-398: Local 804 v. UPS, Long Island City, NY
On behalf of **Vincent Perrone**, Union alleges a violation of **Article 37**. The Company failed to make a reasonable effort to reduce grievant's workday below 9.5 hours per day after letting him "Opt In". The Company also failed to grant grievant triple-time pay for hours worked in excess of 9.5 hours per day (Weeks Ending 3/5/11, 5/28/11 and 6/4/11).
- N-11-399: Local 804 v. UPS, Long Island City, NY
On behalf of **Mario Sanclemente**, Union alleges a violation of **Article 37**. The Company failed to make a reasonable effort to reduce grievant's workday below 9.5 hours per day after letting him "Opt In". The Company also failed to grant grievant triple-time pay for hours worked in excess of 9.5 hours per day (Week Ending 5/21/11).
- N-11-400: Local 804 v. UPS, Long Island City, NY
On behalf of **Ashram Seepersad**, Union alleges a violation of **Article 37**. The Company continually failed to make a reasonable effort to reduce grievant's workday below 9.5 hours per day after letting him "Opt In". The Company also continually failed to grant grievant triple-time pay for hours worked in excess of 9.5 hours per day (Weeks Ending 7/2/11 up to and including 7/30/11).
- N-11-401: Local 804 v. UPS, Long Island City, NY
On behalf of **George Uricchio**, Union alleges a violation of **Article 37**. The Company failed to make

a reasonable effort to reduce grievant's workday below 9.5 hours per day after letting him "Opt In". The Company also failed to grant grievant triple-time pay for hours worked in excess of 9.5 hours per day (Week Ending 2/5/11).

- N-11-402: Local 804 v. UPS, Long Island City, NY
On behalf of **Cesar Mendoza**, Union alleges a violation of **Article 37**. The Company 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 grievant to work in excess of eight and one-half (8.5) hours to complete the route (8/2/11).
- N-11-403: Local 804 v. UPS, Long Island City, NY
On behalf of **Richard Pawlikowski**, Union alleges a violation of **Article 37**. The Company 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 grievant to work in excess of eight and one-half (8.5) hours to complete the route (6/23/11).
- N-11-404: Local 804 v. UPS, Long Island City, NY
On behalf of **Vincent Perrone**, Union alleges a violation of **Article 37**. The Company denied the relief of overtime even though the request should have been granted as grievant met the criteria (7/26/11, 7/27/11, 7/28/11 and 7/29/11).
- 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-11-406: Local 657 v. UPS, San Antonio, TX
On behalf of **Viessene Douangprachann**, Union alleges that the Company violated **Article 37**, claiming excessive hours on a regular basis (Week Ending 5/21/11).

- 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).

CSI

CASES CARRIED OVER:

N-10-415: Local 710 v. UPS, Chicago, IL

On behalf of **John Hoesly**, Union alleges that the Company violated the contract, claiming a wage scale dispute, in accordance with **Article 41** (March 3, 2009 and ongoing).

N-10-416: Local 710 v. UPS, Chicago, IL

On behalf of **Dennis Lane**, Union alleges that the Company violated the contract, claiming a wage scale dispute, in accordance with **Article 41** (July 9, 2010).

N-10-417: Local 710 v. UPS, Chicago, IL

On behalf of **Jessie Whitton, Jr.**, Union alleges that the Company violated the contract, claiming a wage scale dispute, in accordance with **Article 41** (July 3, 2010).