

2/13/09

**TEAMSTERS UNITED PARCEL SERVICE  
NATIONAL GRIEVANCE COMMITTEE**

**MINUTES**

**February 2 - 5, 2009  
3:00 P.M.**

**SHERATON YANKEE CLIPPER  
1140 SEABREEZE BOULEVARD  
FT. LAUDERDALE, FL 33316**

**The meeting was called to order by Chair Hall**

**The following cases were SETTLED AND/OR WITHDRAWN:**

N-54-07: Local 177 v. UPS, Hillside, NJ  
N-71-08: Local 449 v. UPS, Buffalo, NY  
N-77-08: Local 61 v. UPS, Asheville, NC  
N-78-08: Local 804 v. UPS, Long Island City, NY  
N-80-08: Local 322 v. UPS, Richmond, VA  
N-92-08: Local 317 v. UPS, Syracuse, NY  
N-93-08: Local 317 v. UPS, Syracuse, NY  
N-94-08: Local 317 v. UPS, Syracuse, NY  
N-119-08: Local 804 v. UPS, Long Island City, NY  
N-142-08: Local 251 v. UPS, East Providence, RI  
N-198-08: Local 381 v. UPS, Santa Maria, CA  
N-199-08: Local 381 v. UPS, Santa Maria, CA  
N-200-08: Local 381 v. UPS, Santa Maria, CA  
N-201-08: Local 381 v. UPS, Santa Maria, CA  
N-202-08: Local 381 v. UPS, Santa Maria, CA  
N-203-08: Local 381 v. UPS, Santa Maria, CA  
N-204-08: Local 381 v. UPS, Santa Maria, CA

N-205-08: Local 381 v. UPS, Santa Maria, CA  
N-206-08: Local 381 v. UPS, Santa Maria, CA  
N-207-08: Local 381 v. UPS, Santa Maria, CA  
N-208-08: Local 381 v. UPS, Santa Maria, CA  
N-209-08: Local 381 v. UPS, Santa Maria, CA  
N-222-08: Local 294 v. UPS, Albany, NY  
N-223-08: Local 294 v. UPS, Albany, NY  
N-224-08: Local 294 v. UPS, Albany, NY  
N-333-08: Local 186 v. UPS, Ventura, CA  
N-371-08: Local 391 v. UPS, Greensboro, NC  
N-396-08: Local 177 v. UPS, Hillside, NJ  
N-397-08: Local 177 v. UPS, Hillside, NJ  
N-398-08: Local 177 v. UPS, Hillside, NJ  
N-399-08: Local 177 v. UPS, Hillside, NJ  
N-404-08: Local 317 v. UPS, Syracuse, NY  
N-413-08: Local 676 v. UPS, Collingswood, NJ  
N-424-08: Local 381 v. UPS, Santa Maria, CA  
N-439-08: Local 483 v. UPS, Boise, ID  
N-485-08: Local 516 v. UPS, Muskogee, OK  
N-519-08: Local 177 v. UPS, Hillside, NJ  
N-520-08: Local 177 v. UPS, Hillside, NJ  
N-03-09: Local 769 v. UPS, North Miami, FL  
N-04-09: Local 769 v. UPS, North Miami, FL  
N-06-09: Local 79 v. UPS, Tampa, FL  
N-08-09: Local 79 v. UPS, Tampa, FL  
N-09-09: Local 767 v. UPS, Forest Hill, TX  
N-14-09: Local 177 v. UPS, Hillside, NJ  
N-15-09: Local 177 v. UPS, Hillside, NJ  
N-18-09: Local 391 v. UPS, Greensboro, NC  
N-19-09: Local 391 v. UPS, Greensboro, NC  
N-20-09: Local 391 v. UPS, Greensboro, NC  
N-21-09: Local 391 v. UPS, Greensboro, NC  
N-22-09: Local 391 v. UPS, Greensboro, NC  
N-23-09: Local 391 v. UPS, Greensboro, NC  
N-24-09: Local 391 v. UPS, Greensboro, NC  
N-25-09: Local 391 v. UPS, Greensboro, NC  
N-26-09: Local 391 v. UPS, Greensboro, NC  
N-27-09: Local 391 v. UPS, Greensboro, NC  
N-28-09: Local 391 v. UPS, Greensboro, NC  
N-29-09: Local 391 v. UPS, Greensboro, NC  
N-30-09: Local 391 v. UPS, Raleigh, NC  
N-31-09: Local 177 v. UPS, Hillside, NJ  
N-32-09: Local 449 v. UPS, Buffalo, NY  
N-33-09: Local 177 v. UPS, Hillside, NJ  
N-34-09: Local 61 v. UPS, Asheville, NC  
N-43-09: Local 804 v. UPS, Long Island City, NY

N-46-09: Local 449 v. UPS, Buffalo, NY  
N-79-09: Local 391 v. UPS, Raleigh, NC  
N-80-09: Local 391 v. UPS, Raleigh, NC  
N-83-09: Local 63 v. UPS, Rialto, CA  
N-84-09: Local 63 v. UPS, Rialto, CA  
N-85-09: Local 63 v. UPS, Rialto, CA  
N-91-09: Local 391 v. UPS, Raleigh, NC  
N-92-09: Local 769 v. UPS, North Miami, FL  
N-94-09: Local 991 v. UPS, Mobile, AL  
N-95-09: Local 991 v. UPS, Mobile, AL  
N-96-09: Local 991 v. UPS, Mobile, AL  
N-98-09: Local 991 v. UPS, Mobile, AL  
N-100-09: Local 278 v. UPS, San Francisco, CA  
N-111-09: Local 373 v. UPS, Fort Smith, AR  
N-113-09: Local 373 v. UPS, Fort Smith, AR  
N-114-09: Local 373 v. UPS, Fort Smith, AR  
N-117-09: Local 373 v. UPS, Fort Smith, AR  
N-121-09: Local 373 v. UPS, Fort Smith, AR  
N-122-09: Local 373 v. UPS, Fort Smith, AR  
N-139-09: Local 385 v. UPS, Orlando, FL  
N-140-09: Local 385 v. UPS, Orlando, FL  
N-141-09: Local 385 v. UPS, Orlando, FL  
N-143-09: Local 767 v. UPS, Forest Hill, TX  
N-149-09: Local 295 v. UPS, Valley Stream, NY  
N-150-09: Local 70 v. UPS, Oakland, CA

**The following cases were WITHDRAWN WITH RIGHTS:**

N-155-08: Local 396 v. UPS, Covina, CA  
N-53-09: Local 79 v. UPS, Tampa, FL  
N-81-09: Local 509 v. UPS, Taylors, SC  
N-87-09: Local 509 v. UPS, Taylors, SC  
N-88-09: Local 509 v. UPS, Taylors, SC  
N-89-09: Local 509 v. UPS, Taylors, SC  
N-144-09: Local 767 v. UPS, Forest Hill, TX

**The following cases were POSTPONED:**

N-162-07: Local 177 v. UPS, Hillside, NJ  
N-46-08: Local 278 v. UPS, San Francisco, CA  
N-83-08: Local 177 v. UPS, Hillside, NJ  
N-104-08: Local 70 v. UPS, Oakland, CA  
N-120-08: Local 174 v. UPS, Tukwila, WA  
N-122-08: Local 174 v. UPS, Tukwila, WA  
N-123-08: Local 174 v. UPS, Tukwila, WA  
N-125-08: Local 988 v. UPS, Houston, TX  
N-214-08: Local 174 v. UPS, Tukwila, WA

N-226-08: Local 70 v. UPS, Oakland, CA  
 N-372-08: Local 340 v. UPS, South Portland, ME  
 N-378-08: Local 177 v. UPS, Hillside, NJ  
 N-383-08: Local 639 v. UPS, Washington, DC  
 N-400-08: Local 177 v. UPS, Hillside, NJ  
 N-407-08: Local 63 v. UPS, Rialto, CA  
 N-408-08: Local 170 v. UPS, Worcester, MA  
 N-410-08: Local 455 v. UPS, Denver, CO  
 N-427-08: Local 150 v. UPS, Sacramento, CA  
 N-428-08: Local 150 v. UPS, Sacramento, CA  
 N-429-08: Local 150 v. UPS, Sacramento, CA  
 N-430-08: Local 150 v. UPS, Sacramento, CA  
 N-431-08: Local 150 v. UPS, Sacramento, CA  
 N-432-08: Local 150 v. UPS, Sacramento, CA  
 N-492-08: Local 317 v. UPS, Syracuse, NY  
 N-11-09: Local 767 v. UPS, Forest Hill, TX  
 N-13-09: Local 639 v. UPS, Washington, DC  
 N-17-09: Local 177 v. UPS, Hillside, NJ  
 N-37-09: Local 542 v. UPS, San Diego, CA  
 N-38-09: Local 162 v. UPS, Portland, OR  
 N-42-09: Local 901 v. UPS, San Juan, PR  
 N-55-09: Local 533 v. UPS, Reno, NV  
 N-57-09: Local 70 v. UPS, Oakland, CA  
 N-58-09: Local 638 v. UPS, Minneapolis, MN  
 N-59-09: Local 638 v. UPS, Minneapolis, MN  
 N-60-09: Local 89 v. UPS, Louisville, KY  
 N-64-09: Local 413 v. UPS, Columbus, OH  
 N-65-09: Local 952 v. UPS, Orange, CA  
 N-69-09: Local 177 v. UPS, Hillside, NJ  
 N-70-09: Local 396 v. UPS, Covina, CA  
 N-71-09: Local 396 v. UPS, Covina, CA  
 N-74-09: Local 396 v. UPS, Covina, CA  
 N-75-09: Local 396 v. UPS, Covina, CA  
 N-78-09: Local 439 v. UPS, Stockton, CA  
 N-82-09: Local 804 v. UPS, Long Island City, NY  
 N-90-09: Local 509 v. UPS, Taylors, SC  
 N-101-09: Local 278 v. UPS, San Francisco, CA  
 N-102-09: Local 278 v. UPS, San Francisco, CA  
 N-103-09: Local 278 v. UPS, San Francisco, CA  
 N-146-09: Local 533 v. UPS, Reno, NV  
 N-151-09: Local 480 v. UPS, Nashville, TN  
 N-152-09: Local 118 v. UPS, Rochester, NY

**The following cases were ON IN ERROR:**

N-405-08: Local 480 v. UPS, Nashville, TN  
 N-48-09: Local 769 v. UPS, North Miami, FL

N-105-09: Local 891 v. UPS, Jackson, MS  
N-106-09: Local 991 v. UPS, Mobile, AL

**The following cases were put on COMMITTEE HOLD:**

N-248-06: Local 177 v. UPS, Hillside, NJ  
N-174-07: Local 70 v. UPS, Oakland, CA  
N-176-07: Local 70 v. UPS, Oakland, CA  
N-180-07: Local 767 v. UPS, Forest Hill, TX  
N-225-07: Local 162 v. UPS, Portland, OR  
N-230-07: Local 70 v. UPS, Oakland, CA  
N-33-08: Local 162 v. UPS, Portland, OR  
N-56-08: Local 340 v. UPS, Portland, ME  
N-57-08: Local 385 v. UPS, Orlando, FL  
N-79-08: Local 177 v. UPS, Hillside, NJ  
N-145-08: Local 177 v. UPS, Hillside, NJ  
N-39-09: Local 533 v. UPS, Reno, NV  
N-147-09: Local 340 v. UPS, South Portland, ME  
N-148-09: Local 769 v. UPS, North Miami, FL

Chair Hall called Case N-112-08: Local 385 v. UPS, Orlando, FL  
On behalf of **Bruce Bransford**,  
Union alleges that the Company  
violated **Article 22, Section 3**,  
by creating a 22.3 job from  
existing Full-time Package work.

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

Chair Hall called Case N-350-08: Local 624 v. UPS, Santa Rosa, CA  
On behalf of **Teri Moore**, Union  
alleges a violation of **Article 7,**  
**Section 1**, claiming that the  
Company has removed and is  
performing work that has twice  
been awarded to the Union. The  
Union maintains it has a right to  
this work and seeks its return to  
bargaining unit employees.

**DECISION: Based on the facts presented in the instant case, the three grievants working in the San Rafael, Santa Rosa and Petaluma buildings shall be paid 40 hours each. They will continue to perform the work in question. This decision shall apply to Local 624's jurisdiction and only in the Santa Rosa, San Rafael and Petaluma buildings.**

In addition, this Panel will retain jurisdiction for the issue of the work being performed in the Lakeport building until the parties can determine whether that work had been performed in the same fashion as that in the other three buildings.

Chair Hall called Case N-01-09: Local 577 v. UPS, Amarillo, TX  
On behalf of **Omar Gutierrez**, Union alleges that the Company violated **Article 41**, claiming wage progression dispute. Grievant makes \$16.10 per hour; a newly hired Package Car Driver hired after 8/1/08 that has attained seniority receives \$17.25 per hour.

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

Chair Hall called Case N-02-09: Local 577 v. UPS, Amarillo, TX  
On behalf of **Cody Caraway**, Union alleges that the Company violated **Article 41**, claiming wage progression dispute. Grievant makes \$16.10 per hour; a newly hired Package Car Driver hired after 8/1/08 that has attained seniority receives \$17.25 per hour.

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

Chair Hall called Case N-05-09: Local 79 v. UPS, Tampa, FL  
On behalf of **Hector Basulto and Jon Lingo**, Union alleges a violation of **Article 32**. The Company is subcontracting bargaining unit maintenance work with qualified individuals available to perform the work. (January 2007 forward).

**DECISION: Based on the facts presented in the instant case, the grievants, Hector Basulto and Jon Lingo, shall each be paid \$1,000.00 for work they could have performed. Also the current employee, Robert Fettig, shall be given wage progression credit of seven (7) months.**

Chair Hall called Case N-07-09: Local 79 v. UPS, Tampa, FL  
On behalf of **all affected employees**, Union alleges a violation of **Article 22 and all others that apply**, claiming the Company refuses to bid job properly. An inside/inside combination job was vacated; the Company is refusing to re-bid the job as it was before the vacancy.

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

Chair Hall called Case N-10-09: Local 767 v. UPS, Forest Hill, TX  
On behalf of **all affected employees**, Union alleges that the Company violated **Article 32**, claiming subcontractors are pulling UPS trailers to a storage yard from the Mesquite yard.

**DECISION: Based on the facts presented, the parties are directed to meet in an attempt to resolve any open issues with regard to Case 115-08.**

Chair Lucas called Case N-12-09: Local 71 v. UPS, Charlotte, NC  
On behalf of **Danielle Galloway**, Union alleges a violation of **Article 22, Section 5**, claiming that the Company is failing to honor seniority when filling permanent vacancies from the preferred job list. Part-time employees should be allowed to exercise their seniority or the preferred job selection list - up to and including changing shifts to take a specific position.

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

Chair Lucas called Case N-16-09: Local 61 v. UPS, Asheville, NC  
On behalf of **Dwayne Whitener**,  
Union alleges that the Company  
violated **Article 3, Section 7**,  
claiming Supervisors Wade  
Stallings and Haley Lingerfelt  
performed hourly work (shuttle  
to airport) on 4/10/08. Union  
requests that grievant be paid  
16 hours at double-time rate of  
pay.

**DECISION: Based on the facts presented, the CASE IS REFERRED  
BACK TO THE PARTIES FOR RESOLUTION.**

Chair Hall called Case N-35-09: Local 63 v. UPS, Rialto, CA  
On behalf of **Flores and  
Latscha**, Union alleges a  
violation of **Articles 1, 26  
and 32**. The Company  
subcontracted a load from  
Ontario, CA to Chicago, IL  
while there were trained  
Feeder drivers in package and  
sleeper equipment available  
(1/8/08).

**DECISION: Based on the facts presented in this case, the  
grievants will be compensated the appropriate mileage only.  
This is on a non-reference, non-precedent setting basis.**

Chair Hall called Case N-36-09: Local 63 v. UPS, Rialto, CA  
On behalf of **all affected  
employees**, Union alleges a  
violation of **Articles 1, 26 and  
32**. The Company subcontracted  
several loaded trailers from the  
Colton, CA rail yard to the  
Granada Vista facility in the LA  
Basin. There were brown shirts  
available that could have  
performed this work (4/7/08).

**DECISION: Based on the facts presented, grievants will be paid  
three hours straight time; non-reference, non-precedent  
settlement.**



Chair Lucas called Case N-40-09: Local 631 v. UPS, Las Vegas, NV  
On behalf of **Carolyn Hicks**,  
Union alleges a violation of  
**Article 42, SWPR, and all others**  
**that may apply.** The Company  
paid grievant incorrectly,  
starting 11/15/06 when she  
completed her two-year  
progression; asking for all back  
pay and ongoing penalty pay.

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

Chair Hall called Case N-41-09: Local 70 v. UPS, Oakland, CA  
On behalf of **the Nor Cal**  
**Committee**, Union alleges a  
violation of **Articles 7, 17,**  
**21 and all others that apply,**  
claiming that the Company  
violated contractual rights by  
reaching an agreement for  
Part-time and Article 22.3 Car  
Washers in violation of the  
contract.

**DECISION: Based on the facts presented, case is referred back to the parties for settlement. If settlement is not reached, the matter is referred to the April 2009 West/Nor-Cal Special Panel. This Committee retains jurisdiction.**

Chair Goebel called Case N-08-07: Local 385 v. UPS, Orlando, FL  
On behalf of **all affected**  
**employees**, Union alleges  
violation of **Articles 18 and 38,**  
claiming Company refuses to  
comply with contract.

**DECISION: Based on the facts presented, CASE IS REFERRED BACK TO THE PARTIES.**

Chair Goebel called Case N-09-07: Local 385 v. UPS, Orlando, FL  
On behalf of **Jerry Farris**, Union  
alleges violation of **Article 37,**

claiming Company wants grievant to cover up tattoo.

**DECISION: Based on the facts presented, CASE IS REFERRED BACK TO THE PARTIES.**

Chair Goebel called Case N-239-07: Local 728 v. UPS, Atlanta, GA  
On behalf of **Dan Johnson**, Union alleges violation of **Articles 17 and 20**, claiming that the Company should pay 8 hours for grievant having to take off work on 10/2/06 in order to meet Federal requirements.

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

Chair Goebel called Case N-248-07: Local 71 v. UPS, Charlotte, NC  
On behalf of **all affected employees**, Union alleges violation of **Articles 17 and 20**, claiming the Company is failing to pay employees for time spent acquiring I.D. badges for the UPS Charlotte Airport Facility.

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

Chair Goebel called Case N-269-07: Local 728 v. UPS, Atlanta, GA  
On behalf of **Max Norton**, Union alleges violation of **Articles 20, Section 5 and Article 17**, claiming that Company required grievant to get another identification badge and to be finger-printed to enter Atlanta Gateway Terminal at airport.

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

Chair Goebel called Case N-129-08: Local 512 v. UPS, Jacksonville, FL  
On behalf of **all affected employees**, Union alleges a violation of **Article 18**, claiming that the Company has imposed an unfair, unsafe and arbitrary work rule regarding

pedestrian passage through a part of the yard known as the "horseshoe."

**DECISION:** Based on the facts presented, the Committee finds NO VIOLATION OF ARTICLE 18, SECTION 1 NMA. However, the Safety and Health Committee does approve a representative(s) of the Union, accompanied by Company representative(s), being provided reasonable and necessary access to the Company's facilities for the purpose of investigating the safety and health issue.

Chair Maxwell called Case N-44-09: Local 177 v. UPS, Hillside, NJ  
On behalf of **Glen Ramos**, Union alleges a violation of **Article 20, Section 2**. Contractually, the Company is required to provide a return to work examination with the Company Doctor within three (3) days after employee provides a return to work slip from the employee's doctor. The Company did not provide an appointment until 14 days later causing grievant to miss 10 days of work.

**DECISION:** Based on the facts presented, the GRIEVANT WILL BE PAID EIGHT (8) DAYS AT HIS DAILY GUARANTEE.

Chair Maxwell called Case N-45-09: Local 177 v. UPS, Hillside, NJ  
On behalf of **Jim McIntyre**, Union alleges a violation of **Article 14, Section 3**, claiming the Company has not given grievant an ADA accommodation in accordance with the CBA and all applicable laws.

**DECISION:** Based on the facts presented, this case is REFERRED BACK TO THE PARTIES FOR POSSIBLE RESOLUTION. THIS COMMITTEE RETAINS JURISDICTION.

Chair Goebel called Case N-47-09: Local 769 v. UPS, North Miami, FL  
On behalf of **Steve Fekete**, Union alleges a violation of **Article 18**, claiming unsafe air quality on the automotive side

of the Ft. Lauderdale Building. The Company is closing bay doors next to the automotive when package cars leave the building. Next to the automotive is the P.E. working station with the work that is to be performed by P.E. personnel. The airborne particles are creating an unsafe working condition along with limited air flow.

**DECISION: Based on the facts presented in this instant case, the bay doors in question will remain open for a minimum of 30 minutes after all Package Cars have exited the building. ENFORCEMENT OF ENSURING COMPLIANCE IS RETURNED BACK TO PARTIES; NO REFERENCE, NO PRECEDENT.**

Chair Maxwell called Case N-49-09: Local 177 v. UPS, Hillside, NJ  
On behalf of **Anthony Poli**, union alleges that the Company violated **Article 18**, by putting grievant in an unsafe and dangerous work area.

**DECISION: Based on the facts presented, case is DEADLOCKED ON THE COMPANY POINT OF ORDER.**

Chair Maxwell called Case N-50-09: Local 177 v. UPS, Hillside, NJ  
On behalf of **all affected employees**, union alleges a violation of **Article 18**. The Company is putting employees in unsafe working conditions and work area by adding onto MBC unit (12/12/08).

**DECISION: Based on the facts presented, this matter is referred to the local CHSP Committee.**

Chair Maxwell called Case N-51-09: Local 177 v. UPS, Hillside, NJ  
On behalf of **all affected employees**, union alleges a violation of **Article 18**. The Company is putting employees in unsafe working conditions

and work area by adding onto  
MBC unit (12/15/08).

**DECISION: Based on the facts presented, this matter is referred to the local CHSP Committee.**

Chair Goebel called Case N-52-09: Local 70 v. UPS, Oakland, CA  
On behalf of **Blair Levy**, Union alleges a violation of **Articles 18, 44 and all others that apply**, claiming the Company allowing employees to work on moving belts. Company is violating Agreement to terminate the use of the belt.

**DECISION: Based on the facts presented, this case is REFERRED BACK TO THE PARTIES TO REDUCE THE VERBAL POLICY TO A WRITTEN DOCUMENT THAT IS ENFORCEABLE. THIS PANEL RETAINS JURISDICITON.**

Chair Goebel called Case N-54-09: Local 767 v. UPS, Forest Hill, TX  
On behalf of **Lori Bauer**, Union alleges the Company violated **Articles 16, 17 and all others that apply**. The Company did not pay Holidays due while grievant was out on FMLA.

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

Chair Maxwell called Case N-56-09: Local 533 v. UPS, Reno, NV  
On behalf of **all affected employees**, Union alleges a violation of Article 20, claiming the Company is demanding medical notes; employees have a right to return to work.

**DECISION: Based on the facts presented, both parties are instructed to abide by 20.2.**

Chair Kearney called Case N-141-08: Local 251 v. UPS, East Providence, RI  
On behalf of **Charles Morelle and George Poncin**, Union alleges that the Company violated **Article 43**. For the week ending 2/16/08, Sleeper Team NE02904 was assigned the Vermont Teddy Bear Run on

their regularly scheduled days off and paid straight time for the work beginning Sunday, February 10 through Tuesday morning, February 12.

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

Chair Redmond called Case N-154-08: Local 71 v. UPS, Charlotte, NC  
On behalf of **all affected employees**, Union alleges violation of **Article 43**, claiming that the Company refuses to abide by Article 43 Guidelines.

**DECISION: Based on the facts presented in this case, mileage turn drivers will be paid by the actual miles driven. The 15 minute delay language applies to sleeper team and layover drivers.**

Chair Redmond called Case N-144-08 Local 177 v. UPS, Hillside, NJ  
On behalf of **all affected employees**, Union alleges a violation of **Article 43**, claiming that the Company substituted the approved loads from mileage turn jobs with unapproved loads (**REDOCKETED**).

**DECISION: Based on the facts presented in this case, the runs in question, CBPQ, CBP2, CBP7 and CBPJ will be run in the hourly configuration until approved by the Local Union or the Article 43 Committee, as outlined in Article 43 of the NMUPSA.**

Chair Redmond called Case N-423-08: Local 177 v. UPS, Hillside, NJ  
On behalf of **Ken Gruelich**, Union alleges that the Company violated **Article 43, Section 1**, claiming Sleeper teams performing work normally done by hourly drivers.

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

Chair Herrera called Case N-61-09: Local 89 v. UPS, Louisville, KY  
On behalf of **Anthony Cook**,  
Union alleges that the Company  
violated **Article 43**, claiming  
grievant short four (4) hours  
of turn pay in Phoenix, AZ.

Heard with Case N-62-09: Local 89 v. UPS, Louisville, KY  
On behalf of **Brian**  
**Wiedewitsch**, Union alleges  
that the Company violated  
**Article 43**, claiming Paul  
Elder told grievant that turn  
pay was paid off of LMA  
schedule. Lenexa leg 8/7/08  
arrived 23:47 Kansas time and  
left at 2:47 Kansas time. We  
were paid .66 total turn pay:  
11 minutes for leg two, plus  
12 minutes for leg three and  
101 minutes for leg five (leg  
two 8/6/08; leg three 8/6/08;  
and leg 5 8/7/08).

And Case N-63-09: Local 89 v. UPS, Louisville, KY  
On behalf of **Chris White**,  
Union alleges that the Company  
violated **Article 43**, claiming  
Paul Elder told grievant that  
turn pay was paid off of LMA.  
Grievant departed Louisville,  
KY after schedule due to late  
sort. On 8/7/08 we arrived  
23:47 Lenexa, KS and left at  
2:47. We were paid .66 total  
turn pay: 11 minutes for leg  
two, 14 minutes for leg three  
and 101 minutes for leg 5, for  
a total of 2 hours and 7  
minutes.

**DECISION: Based on the facts presented, cases are DEADLOCKED.**

Chair Stapleton called Case N-138-08: Local 391 v. UPS, Greensboro, NC  
On behalf of **A. Stepp and L. Martin**, Union alleges that the Company violated **Articles 17, 40, 43 and all applicable**, by not paying Team Drivers time-and-one-half for working on November 23, 2007 holiday (**REDOCKETED**).

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

Chair Stapleton called Case N-139-08: Local 391 v. UPS, Greensboro, NC  
On behalf of **J. McDowell and D. Wicker**, Union alleges that the Company violated **Articles 17, 40, 43 and all applicable**, by not paying Team Drivers time-and-one-half for working on November 23, 2007 holiday (**REDOCKETED**).

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

Chair Stapleton called Case N-66-09: Local 512 v. UPS, Jacksonville, FL  
On behalf of **Barry Timmons**, Union alleges a violation of **Article 43**, claiming that the Company has arbitrarily changed the way Sleeper Teams' delay time is paid at the team's furthest point. The two (2) hour unpaid delay time at a Sleeper Team's furthest point starts upon arrival. Contractual language and 10 years' past practice supports this position.

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



Chair Stapleton called Case N-67-09: Local 988 v. UPS, Houston, TX  
On behalf of **Paul Cleboski**,  
Union alleges that the  
Company violated **Article 43**,  
claiming grievant was not  
paid time-and-one-half on  
delay time. Does grievant  
have two start and finish  
times of two furthest points?  
If he does, member requests  
back pay and penalty pay  
(8/22/08).

Heard with Case N-68-09: Local 988 v. UPS, Houston, TX  
On behalf of **Paul Cleboski**,  
Union alleges that the  
Company violated **Article 43**.  
Grievant was informed by the  
Company that his Sleeper run  
has one start and one finish  
time yet the Company has  
deducted four (4) hours of  
pay for two furthest points.  
Grievant is asking to be paid  
for all back deductions and  
future deductions at the  
Rockford, IL location  
(9/3/08).

**DECISION: Based on the facts presented, cases are DEADLOCKED.**

Chair Redmond called Case N-72-09: Local 396 v. UPS, Covina, CA  
On behalf of **Jack Northover**  
**and James Close**, Union alleges  
a violation of **Articles 43 and**  
**17**, claiming that the Company  
refused to pay for work  
performed at furthest  
destination (June 2008 and  
ongoing).

Heard with Case N-73-09: Local 396 v. UPS, Covina, CA  
On behalf of **David**  
**Henningfield and Renee Perez**,  
Union alleges a violation of  
**Articles 43 and 17**, claiming

that the Company refused to pay for work performed at furthest destination (September 23-26, 2008).

**DECISION: Based on the facts presented in these cases, there is no violation; GRIEVANCES DENIED.**

Chair Stapleton called Case N-76-09: Local 767 v. UPS, Forest Hill, TX  
On behalf of **Ralph Compton**, Union alleges that the Company violated **Article 43**. The two-hour delay at furthest point on Sleepers are not being paid until the two (2) hours after the scheduled arrival. The Company has unilaterally changed the way delays are paid to Sleepers (7/26/08 and ongoing).

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

Chair Redmond called Case N-77-09: Local 767 v. UPS, Forest Hill, TX  
On behalf of **Raymond Zachary**, Union alleges that the Company violated **Article 43**. The Company is refusing to pay a delay cause by highway closure (Week Ending 8/22/08).

**DECISION: Based on the facts presented, there is no violation in this case; GRIEVANCE DENIED.**

Chair Robinson called Case N-460-08: Local 2 v. UPS, Great Falls, MT  
On behalf of **Matt Hoge**, Union alleges that the Company violated **Article 37**, claiming grievant's hours continually over 9.5 and not being paid the contractual penalty (Jan 2008 and ongoing - Grievance #1807).

Heard with Case N-461-08: Local 2 v. UPS, Great Falls, MT  
On behalf of **Matt Hoge**, Union alleges that the Company

violated **Article 37**, claiming grievant's hours continually over 9.5 and not being paid the contractual penalty (Jan 2008 and ongoing - Grievance #1809).

**DECISION: Based on the facts presented, cases are REFERRED BACK TO THE PARTIES.**

Chair Robinson called Case N-518-08: Local 431 v. UPS, Fresno, CA  
On behalf of **Curt Leake**,  
Union alleges a violation of **Article 37**, claiming that despite a National Decision to reduce grievant from working over 9.5 hours, Company continuously dispatches him with over a 9.5 day.

**DECISION: Based on the facts presented, the Union and the Company are instructed to go back and review all options to reduce the grievant's paid day including A.M. Time, Start Time, Travel Time, P.M. Time, adjacent routes and overall dispatch. This Committee retains jurisdiction.**

Chair Robinson called Case N-86-09: Local 63 v. UPS, Rialto, CA  
On behalf of **Kevin Knox**,  
Union alleges that the Company violated **Article 37**, claiming that grievant is an unassigned utility driver who had opted in on the 9.5 list. He was covering a driver who had also opted in for the entire week. Union requests appropriate penalty for the violation (Week Ending 7/12/08).

**DECISION: Based on the facts presented in this case, the Company is instructed to comply with Article 37. There is no monetary claim in this case.**

Chair Robinson called Case N-93-09: Local 162 v. UPS, Portland, OR  
On behalf of **Sean Stewart**,  
Union alleges that the  
Company violated **Article 37**.  
Grievant is a bid package  
Driver on a route primarily  
assigned to bid Package  
Driver Pat Henry when Pat is  
not working as a back up  
Feeder Driver. Grievant  
signed the Opt-In list and  
Pat did not. Grievant  
requests clarification as to  
whether or not he is covered  
by the 9.5 provisions when  
running this jointly held bid  
route. If he is covered, he  
requests to work under 9.5.  
If he is not covered, then  
Local 162 requests that  
future bids under the  
provisions of WRSA 6.2 and  
JC37 2.1(f) include a  
notation on the bid as to  
whether or not the back up  
Feeder Driver primarily  
assigned to the bid route is  
on the 9.5 Opt-In list.

**DECISION: Based on the facts presented in this case, cover drivers will not be considered for relief of overtime unless they cover a route for one week or more. This decision applies to the facts in this particular case only.**

Chair Robinson called Case N-97-09: Local 991 v. UPS, Mobile, AL  
On behalf of **Doug McDaniel**,  
Union alleges that the  
Company violated **Article 37**,  
by working the grievant over  
8 hours. The company failed  
to comply with the grievant's  
8 hour request for work.

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

Chair Robinson called Case N-99-09: Local 278 v. UPS, San Francisco, CA  
On behalf of **Jose Lopez**, Union  
alleges that the Company  
violated **Article 37**, by  
continually working grievant  
more than 9.5 hours per day  
three (3) days or more a week  
(Week Ending 4/5/08).

**DECISION: Based on the facts presented in this case, the Company is obligated to pay the penalty in the eleven (11) weeks the driver was on the same route for the week. When a cover/utility driver works multiple routes in a week, he/she is not eligible for relief.**

Chair Robinson called Case N-104-09: Local 891 v. UPS, Jackson, MS  
On behalf of **Jason Pernel**,  
Union alleges that the  
Company violated **Article 37**.  
Grievant signed the June 2008  
Opt-In list per Article 37.  
The Company required him to  
work over 9.5 hours three (3)  
days, week ending 6/27/08.  
The Company will not agree to  
reduce overtime and will not  
pay triple time due, even  
after a previous National  
decision was rendered in  
October 2008 for the "Company  
to Comply" on another 9.5  
grievance filed by Brother  
Pernel for excessive  
overtime (June 2, 4, 5 and 6)  
which was deadlocked to the  
National 9.5 Committee in  
August 2008.

**DECISION: Based on the facts presented, CASE IS REFERRED BACK.**

Chair Robinson called Case N-426-08: Local 516 v. UPS, Muskogee, OK  
On behalf of **Willard Pearson**,  
Union alleges that the  
Company violated **Article 37**,  
claiming excessive overtime.  
Grievant signed the June 2008

Opt-In list per Article 37. Company required him to work over 9.5 hours three (3) days in one week. Company will not pay triple time due and agree to reduce overtime (REDOCKETED).

**DECISION: Based on the facts presented, CASE IS REFERRED BACK FOR POSSIBLE SETTLEMENT. THIS COMMITTEE RETAINS JURISDICTION.**

Chair Robinson called Case N-107-09: Local 891 v. UPS, Jackson, MS  
On behalf of **John Maddox**, Union alleges that the Company violated **Article 37**, claiming excessive overtime. Grievant's name is on the June 2008 "Opt-In" list. He has filed seven (7) previous grievances in 2008 for excessive overtime. The first was settled "Company will comply." The last six (6), grievant was paid time-and-one-half rate for all over 9.5 hours in those excessive overtime weeks. The last was settled 7/16/08. Grievant and the Union seek the same resolution to this grievance and ask that the excessive overtime be reduced by adjusting his load (9/4/08).

**DECISION: Based on the facts presented, CASE IS REFERRED BACK FOR POSSIBLE SETTLEMENT. THIS COMMITTEE RETAINS JURISDICTION.**

Chair Robinson called Case N-108-09: Local 891 v. UPS, Jackson, MS  
On behalf of **John Maddox**, Union alleges that the Company violated **Article 37**, claiming excessive overtime. Grievant's name is on the June 2008 "Opt-In" list. He has filed seven (7) previous

grievances in 2008 for excessive overtime. The first was settled "Company will comply." The last six (6), grievant was paid time-and-one-half rate for all over 9.5 hours in those excessive overtime weeks. The last was settled 7/16/08. Grievant and the Union seek the same resolution to this grievance and ask that the excessive overtime be reduced by adjusting his load (9/26/08).

**DECISION: Based on the facts presented, CASE IS REFERRED BACK FOR POSSIBLE SETTLEMENT. THIS COMMITTEE RETAINS JURISDICTION.**

Chair Robinson called Case N-109-09: Local 891 v. UPS, Jackson, MS  
On behalf of **John Maddox**,  
Union alleges that the Company violated **Article 37**, claiming excessive overtime. Grievant's name is on the June 2008 "Opt-In" list. He has filed seven (7) previous grievances in 2008 for excessive overtime. The first was settled "Company will comply." The last six (6), grievant was paid time-and-one-half rate for all over 9.5 hours in those excessive overtime weeks. The last was settled 7/16/08. Grievant and the Union seek the same resolution to this grievance and ask that the excessive overtime be reduced by adjusting his load (Week Ending 10/4/08).

**DECISION: Based on the facts presented, CASE IS REFERRED BACK FOR POSSIBLE SETTLEMENT. THIS COMMITTEE RETAINS JURISDICTION.**

Chair Robinson called Case N-110-09: Local 891 v. UPS, Jackson, MS  
On behalf of **Chris Cole**,  
Union alleges that the  
Company violated **Article 37**,  
claiming excessive overtime.  
Grievant's name is on the  
June 2008 "Opt-In" list. He  
has filed for the third time  
an excessive overtime  
grievance. Grievances one  
and two were settled as  
follows: "Company is notified  
of 9.5 Issue", settlement  
date 6/9/08. Grievance two:  
"Company will comply with the  
Contract" settlement date  
7/10/08. The Grievant and  
the Union request payment of  
all hours over 9.5, Week  
Ending 7/26/08 at time-and-  
one-half rate to resolve this  
third grievance (7/26/08).

**DECISION: Based on the facts presented, CASE IS REFERRED BACK FOR POSSIBLE SETTLEMENT. THIS COMMITTEE RETAINS JURISDICTION.**

Chair Robinson called Case N-112-09: Local 373 v. UPS, Fort Smith, AR  
On behalf of **Austin Frazee**,  
Union alleges that the Company  
violated **Article 37** by forcing  
grievant to work excessive  
overtime (7/23/08). Union  
requests triple-time pay for  
all hours over 9.5.

**DECISION: Based on the facts presented, CASE IS REFERRED BACK FOR POSSIBLE SETTLEMENT. THIS COMMITTEE RETAINS JURISDICTION.**

Chair Robinson called Case N-115-09: Local 373 v. UPS, Fort Smith, AR  
On behalf of **Reggie Thomas**,  
Union alleges that the Company  
violated **Article 37** by forcing  
grievant to work excessive  
overtime (5/23/08). Union  
requests triple-time pay for  
all hours over 9.5.



**DECISION: Based on the facts presented, CASE IS REFERRED BACK FOR POSSIBLE SETTLEMENT. THIS COMMITTEE RETAINS JURISDICTION.**

Chair Robinson called Case N-116-09: Local 373 v. UPS, Fort Smith, AR  
On behalf of **Autumn Stone**,  
Union alleges that the Company violated **Article 37** by forcing grievant to work excessive overtime (8/21/08). Union requests triple-time pay for all hours over 9.5.

**DECISION: Based on the facts presented, CASE IS REFERRED BACK FOR POSSIBLE SETTLEMENT. THIS COMMITTEE RETAINS JURISDICTION.**

Chair Robinson called Case N-118-09: Local 373 v. UPS, Fort Smith, AR  
On behalf of **Andrew Thurman**,  
Union alleges that the Company violated **Article 37** by forcing grievant to work excessive overtime (8/1/08). Union requests triple-time pay for all hours over 9.5.

**DECISION: Based on the facts presented, CASE IS REFERRED BACK FOR POSSIBLE SETTLEMENT. THIS COMMITTEE RETAINS JURISDICTION.**

Chair Robinson called Case N-119-09: Local 373 v. UPS, Fort Smith, AR  
On behalf of **Tracy Griggs**,  
Union alleges that the Company violated **Article 37** by forcing grievant to work excessive overtime (8/20/08). Union requests triple-time pay for all hours over 9.5.

**DECISION: Based on the facts presented, CASE IS REFERRED BACK FOR POSSIBLE SETTLEMENT. THIS COMMITTEE RETAINS JURISDICTION.**

Chair Robinson called Case N-120-09: Local 373 v. UPS, Fort Smith, AR  
On behalf of **Dennis Pack**,  
Union alleges that the Company violated **Article 37** by forcing grievant to work excessive overtime (7/10/08). Union

requests triple-time pay for all hours over 9.5.

**DECISION: Based on the facts presented, CASE IS REFERRED BACK FOR POSSIBLE SETTLEMENT. THIS COMMITTEE RETAINS JURISDICTION.**

Chair Robinson called Case N-123-09: Local 385 v. UPS, Orlando, FL  
On behalf of **Sean Davis**,  
Union alleges that the  
Company violated **Article 37**  
**and all others that apply**, by  
forcing employees to work  
excessive overtime (9/16/08  
[2008-09-362]).

Heard with Case N-124-09: Local 385 v. UPS, Orlando, FL  
On behalf of **Sean Davis**,  
Union alleges that the  
Company violated **Article 37**  
**and all others that apply**, by  
forcing employees to work  
excessive overtime (9/16/08  
[2008-09-363]).

And Case N-125-09: Local 385 v. UPS, Orlando, FL  
On behalf of **Sean Davis**,  
Union alleges that the  
Company violated **Article 37**  
**and all others that apply**, by  
forcing employees to work  
excessive overtime (9/16/08  
[2008-09-364]).

**DECISION: Based on the facts presented, cases are DEADLOCKED.**

Chair Robinson called Case N-126-09: Local 385 v. UPS, Orlando, FL  
On behalf of **Austin Merritt**,  
Union alleges that the  
Company violated **Article 37**  
**and all others that apply**, by  
forcing employees to work  
excessive overtime (9/16/08  
[2008-09-365]).

Heard with Case N-127-09: Local 385 v. UPS, Orlando, FL  
On behalf of **Austin Merritt**,  
Union alleges that the

Company violated **Article 37 and all others that apply**, by forcing employees to work excessive overtime (9/16/08 [2008-09-366]).

**DECISION:** Based on the facts presented, cases are referred back for review of the facts surrounding these cases. This Committee retains jurisdiction.

Chair Robinson called Case N-128-09: Local 385 v. UPS, Orlando, FL  
On behalf of **Kyle Harrison**, Union alleges that the Company violated **Article 37 and all others that apply**, by forcing employees to work excessive overtime (9/16/08 [2008-09-367]).

Heard with Case N-129-09: Local 385 v. UPS, Orlando, FL  
On behalf of **Kyle Harrison**, Union alleges that the Company violated **Article 37 and all others that apply**, by forcing employees to work excessive overtime (9/16/08 [2008-09-368]).

**DECISION:** Based on the facts presented, cases are DEADLOCKED.

Chair Robinson called Case N-130-09: Local 385 v. UPS, Orlando, FL  
On behalf of **Matt Kaylor**, Union alleges that the Company violated **Article 37 and all others that apply**, by forcing employees to work excessive overtime (9/16/08 [2008-09-371]).

Heard with Case N-131-09: Local 385 v. UPS, Orlando, FL  
On behalf of **Matt Kaylor**, Union alleges that the Company violated **Article 37 and all others that apply**, by forcing employees to work

excessive overtime (9/16/08  
[2008-09-372])).

**DECISION: Based on the facts presented, cases are DEADLOCKED.**

Chair Robinson called Case N-132-09: Local 385 v. UPS, Orlando, FL  
On behalf of **Jerry Baugh**,  
Union alleges that the  
Company violated **Article 37**  
**and all others that apply**, by  
forcing employees to work  
excessive overtime (9/16/08  
[2008-09-373])).

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

Chair Robinson called Case N-133-09: Local 385 v. UPS, Orlando, FL  
On behalf of **Jeff Emerson**,  
Union alleges that the  
Company violated **Article 37**  
**and all others that apply**, by  
forcing employees to work  
excessive overtime (9/16/08  
[2008-09-374])).

**DECISION: Based on the facts presented, cases are referred back  
for review of the facts surrounding these cases. This Committee  
retains jurisdiction.**

Chair Robinson called Case N-134-09: Local 385 v. UPS, Orlando, FL  
On behalf of **Justin Gandy**,  
Union alleges that the  
Company violated **Article 37**  
**and all others that apply**, by  
forcing employees to work  
excessive overtime (9/16/08  
[2008-09-375])).

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

Chair Robinson called Case N-135-09: Local 385 v. UPS, Orlando, FL  
On behalf of **David Chambliss**,  
Union alleges that the  
Company violated **Article 37**  
**and all others that apply**, by  
forcing employees to work

excessive overtime (9/16/08  
[2008-09-376]).

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

Chair Robinson called Case N-136-09: Local 385 v. UPS, Orlando, FL  
On behalf of **Garlan Wilkins**,  
Union alleges that the  
Company violated **Article 37**  
**and all others that apply**, by  
forcing employees to work  
excessive overtime (9/16/08  
[2008-09-377]).

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

Chair Robinson called Case N-137-09: Local 385 v. UPS, Orlando, FL  
On behalf of **Paul Conner**,  
Union alleges that the  
Company violated **Article 37**  
**and all others that apply**, by  
forcing employees to work  
excessive overtime (9/16/08  
[2008-09-378]).

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

Chair Robinson called Case N-138-09: Local 385 v. UPS, Orlando, FL  
On behalf of **Justin Bennett**,  
Union alleges that the  
Company violated **Article 37**  
**and all others that apply**, by  
forcing employees to work  
excessive overtime (9/16/08  
[2008-09-379]).

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

Chair Robinson called Case N-142-09: Local 767 v. UPS, Forest Hill, TX  
On behalf of **Jesse Bridges**,  
Union alleges a violation of  
**Article 37**, claiming that the  
Company is refusing to comply  
with the over 9.5 language as  
outlined in Article 37 of the  
CBA (Week Ending 6/7/08).

**DECISION: Based on the facts presented, CASE IS REFERRED BACK FOR POSSIBLE SETTLEMENT. This Committee retains jurisdiction.**

Chair Robinson called Case N-145-09: Local 767 v. UPS, Forest Hill, TX  
On behalf of **Gary Howell**,  
Union alleges a violation of **Article 37**, claiming that the Company is refusing to comply with the over 9.5 language as negotiated in the current CBA (Weeks Ending July 12 and 19, 2008).

**DECISION: Based on the facts presented, CASE IS REFERRED BACK FOR POSSIBLE SETTLEMENT. This Committee retains jurisdiction.**

Chair Hall called Case N-153-09: 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).

**DECISION: Based on the facts presented, CASE IS REFERRED BACK TO THE PARTIES FOR SETTLEMENT. THIS COMMITTEE SHALL RETAIN JURISDICTION.**

2/13/09

**TEAMSTERS UNITED PARCEL SERVICE  
JOINT NATIONAL AIR COMMITTEE**

**MINUTES**

**February 2 - 5, 2009  
3:00 P.M.**

**SHERATON YANKEE CLIPPER  
1140 SEABREEZE BOULEVARD  
FT. LAUDERDALE, FL 33316**

**The meeting was called to order by Chair Lucas**

**The following cases were SETTLED AND/OR WITHDRAWN:**

N-AC-37-08: Local 693 v. UPS, Binghamton, NY  
N-AC-12-09: Local 439 v. UPS, Sacramento, CA

**The following cases were WITHDRAWN WITH RIGHTS:**

N-AC-39-08: Local 294 v. UPS, Albany, NY  
N-AC-40-08: Local 294 v. UPS, Albany, NY  
N-AC-41-08: Local 294 v. UPS, Albany, NY  
N-AC-42-08: Local 294 v. UPS, Albany, NY  
N-AC-43-08: Local 294 v. UPS, Albany, NY  
N-AC-44-08: Local 294 v. UPS, Albany, NY  
N-AC-45-08: Local 294 v. UPS, Albany, NY

N-AC-46-08: Local 294 v. UPS, Albany, NY  
N-AC-47-08: Local 294 v. UPS, Albany, NY  
N-AC-48-08: Local 294 v. UPS, Albany, NY  
N-AC-49-08: Local 294 v. UPS, Albany, NY  
N-AC-50-08: Local 294 v. UPS, Albany, NY  
N-AC-51-08: Local 294 v. UPS, Albany, NY  
N-AC-52-08: Local 294 v. UPS, Albany, NY  
N-AC-53-08: Local 294 v. UPS, Albany, NY  
N-AC-54-08: Local 294 v. UPS, Albany, NY  
N-AC-55-08: Local 294 v. UPS, Albany, NY  
N-AC-56-08: Local 294 v. UPS, Albany, NY  
N-AC-57-08: Local 294 v. UPS, Albany, NY

**The following cases were POSTPONED:**

N-AC-14-08: Local 804 v. UPS, Long Island City, NY  
N-AC-17-08: Local 177 v. UPS, Hillside, NJ  
N-AC-32-08: Local 150 v. UPS, Sacramento, CA  
N-AC-36-08: Local 480 v. UPS, Nashville, TN  
N-AC-38-08: Local 177 v. UPS, Hillside, NJ  
N-AC-58-08: Local 455 v. UPS, Denver, CO  
N-AC-01-09: Local 769 v. UPS, North Miami, FL  
N-AC-04-09: Local 639 v. UPS, Washington, DC  
N-AC-05-09: Local 639 v. UPS, Washington, DC  
N-AC-11-09: Local 449 v. UPS, Buffalo, NY

**The following cases were ON IN ERROR:**

N-AC-06-09: Local 391 v. UPS, Greensboro, NC  
N-AC-07-09: Local 391 v. UPS, Greensboro, NC  
N-AC-09-09: Local 61 v. UPS, Asheville, NC  
N-AC-10-09: Local 61 v. UPS, Asheville, NC

**The following cases were put on COMMITTEE HOLD:**

N-AC-15-08: Local 623 v. UPS, Philadelphia, PA  
N-AC-24-08: Local 396 v. UPS, Covina, CA  
N-AC-27-08: Local 519 v. UPS, Knoxville, TN  
N-AC-30-08: Local 542 v. UPS, San Diego, CA  
N-AC-35-08: Local 728 v. UPS, Atlanta, GA

Chair Lucas called Case N-AC-29-08: Local 624 v. UPS, Santa Rosa, CA  
On behalf of **Art Simmonds and Steve Savonen**, Union alleges that the Company violated **Article 40, Section 1**. Grievant Simmonds shuttled and picked up Ground packages from a shuttle meet



point and was paid Ground rate until March 2008. The Company abruptly stopped paying him Ground rate although he was moving Ground packages to and from the shuttle meet point. Steve Savonen is the relief driver for this job.

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

Chair Lucas called Case N-AC-02-09: Local 79 v. UPS, Tampa, FL  
On behalf of **Enrique Roman**, Union alleges that the Company violated **Article 40 and all others that apply**, claiming work is not being offered in seniority order.

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

Chair Lucas called Case N-AC-03-09: Local 71 v. UPS, Charlotte, NC  
On behalf of **Mark Diorio**, Union alleges a violation of **Article 40**, claiming that the Company is failing to allow senior Package Car Drivers an opportunity to deliver Saturday Next Day Air by using junior drivers who took voluntary time off during the week.

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

Chair Lucas called Case N-AC-08-09: Local 61 v. UPS, Asheville, NC  
On behalf of **Von Foreman**, Union alleges a violation of **Articles 40, 17 and all others that apply**, claiming Grievant was covering a Feeder run the week of Thanksgiving 2005. The Company informed him that he would have to work as an Air Driver on the day after Thanksgiving. As a Feeder qualified employee, it is the

Union's position that he does not have to work on this holiday. He did not work and was not paid the two Thanksgiving holidays.

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

Chair Lucas called Case N-AC-13-09: Local 63 v. UPS, Rialto, CA  
On behalf of **Yadira Morales**, Union alleges that the Company violated **Article 40**. Union believes that grievant has an established inside rate of pay based on having completed an inside/inside combo progression. When she changed to a combo job that included air delivery, her pay should have remained the same.

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