

TEAMSTERS UNITED PARCEL SERVICE
NATIONAL GRIEVANCE COMMITTEE

DOCKET

October 12 - 15, 2009

3:00 P.M.

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

CASES CARRIED OVER:

- N-174-07: Local 70 v. UPS, Oakland, CA
On behalf of **Tom Geagan**, Union alleges violation of **Article 38, NMUPSA and Articles 7 and 17, NCSA**, claiming Company did not adhere to a grievance settlement.
- N-176-07: Local 70 v. UPS, Oakland, CA
On behalf of **Keith Barros**, Union alleges Company violating **Articles 1 and 7**, by subcontracting freight.
- N-180-07: Local 767 v. UPS, Forest Hill, TX
On behalf of **all affected employees**, Union alleges Company violation of **Article 17**, claiming that employees are not being paid for time spent obtaining badge required to enter UPS air operations.
- N-225-07: Local 162 v. UPS, Portland, OR
On behalf of **all affected employees**, Union alleges Company violated **Article 17**, claiming that all time spent obtaining necessary airport identification is time spent in service of the Employer. Article 17 obligates the Employer to pay employees for all time spent in service of the Employer.
- N-230-07: Local 70 v. UPS, Oakland, CA
On behalf of **all affected NorCal Locals**, Union alleges violation of **Articles 1, 26 and 32**, claiming Company is subcontracting UPS Mail Innovations work.
- N-232-07: Local 386 v. UPS, Modesto, CA
On behalf of **Robert Arellanez** Union alleges Company violated **Article 3**, claiming that part-time and junior men are doing feeder work. This work is full-time package and should be performed by a full-timer.
- N-33-08: Local 162 v. UPS, Portland, OR
On behalf of **all affected employees**, Union alleges a violation of **Articles 1 and 32**, claiming that the Company is subcontracting work to the U.S. Postal Service.

- N-79-08: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges a violation of **Article 1 and 32**, claiming that the Company outsourced bargaining unit work.
- N-83-08: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges that the Company violated **Article 17**, claiming that full-time helpers are reporting to designated job sites on their own time. Company should be paying employees for all travel time to and from building - issues had been settled previously.
- N-104-08: Local 70 v. UPS, Oakland, CA
On behalf of **all affected employees**, Union alleges violation of **Article 32**, claiming that the Company is subcontracting UPS Package work to SCS (RC 3-07-148).
- N-372-08: Local 340 v. UPS, South Portland, ME
On behalf of **Jonathan Larkin**, Union alleges that the Company violated **Articles 17 and 41**, claiming that the grievant was required to work a 30-month progression while contract requirements are to only serve a 24-month progression.
- N-17-09: 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-37-09: 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-39-09: 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-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) **REDOCKETED**.

- N-155-09: 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-156-09: 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-157-09: Local 509 v. UPS, Taylors, SC
On behalf of **Kayla McCullough**, Union alleges that the Company violated **Article 3, Section 7**, claiming Supervisor Robbie Bonds performed hourly work while regular hourly employees were laid off (10/15/08).
- N-176-09: Local 177 v. UPS, Hillside, NJ
On behalf of **Shaquan Robinson**, Union alleges that the Company violated **Article 7**. Grievant should have remained on the job, not discharged, and then given a seven (7) day suspension. There is no cardinal infraction.
- N-177-09: Local 177 v. UPS, Hillside, NJ
On behalf of **Tyesha Leslie**, Union alleges that the Company violated **Article 7**. Grievant should have remained on the job, not discharged, and then given a seven (7) day suspension. There is no cardinal infraction.
- N-178-09: Local 177 v. UPS, Hillside, NJ
On behalf of **Chris Pardon**, Union alleges that the Company violated **Article 7**. Grievant should have remained on the job, not discharged, and then given a seven (7) day suspension. There is no cardinal infraction.
- N-179-09: Local 177 v. UPS, Hillside, NJ
On behalf of **Allen Tappin**, Union alleges that the Company violated **Article 7**. Grievant should have remained on the job, not discharged, and then given an

eleven (11) day suspension. There is no cardinal infraction.

- N-182-09: 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-191-09: 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-192-09: 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-194-09: 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-195-09: 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-198-09: Local 509 v. UPS, Cayce, SC
On behalf of **Franklin Snooks**, Union alleges a violation of **Article 10**. The Company is seeking reimbursement of \$10,000.00 for a damaged package.
- N-201-09: Local 177 v. UPS, Hillside, NJ
On behalf of **Keith Klemish**, Union alleges that the Company violated **Articles 6 and 37**, claiming members are being harassed for refusing to sign documents.
- N-211-09: Local 317 v. UPS, Syracuse, NY
On behalf of **all affected employees**, Union alleges that the Company violated **Article 3 and all others that apply**, claiming Supervisors working. UPS is doing work that should be performed by the bargaining unit; reapplying missing labels and moving packages.
- N-212-09: Local 317 v. UPS, Syracuse, NY
On behalf of **all affected employees**, Union alleges a violation of **Article 4**, claiming UPS will not provide information needed for grievances and investigation.
- N-213-09: 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-217-09: 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-218-09: 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-219-09: Local 150 v. UPS, Sacramento, CA
On behalf of **all affected employees**, Union alleges a violation of **Article 22, Section 3**, claiming that the Company is not filling 22.3 jobs.
- N-220-09: Local 17 v. UPS, Denver, CO
On behalf of **all affected CSI employees**, Union alleges that the Company violated **Articles 44 and 8, Section**

2(b) and all others that apply, claiming Health and Welfare (MOB) monies are incorrectly being paid into Western Teamsters Welfare Trust.

- N-221-09: Local 17 v. UPS, Denver, CO
On behalf of **all affected CSI employees**, Union alleges that the Company violated **Articles 44 and 8, Section 2(b) and all others that apply**, claiming incorrect pension contributions are being paid to the Western Conference Pension Fund.
- N-222-09: Local 63 v. UPS, Rialto, CA
On behalf of **all affected employees**, Union alleges that 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-223-09: Local 278 v. UPS, San Francisco, CA
On behalf of **Encarnilo Mauricio**, Union alleges a violation of **Article 2, Section 3**, claiming that the Company is failing to post and bid permanently vacated full-time Article 22.3 positions.
- N-225-09: Local 396 v. UPS, Covina, CA
On behalf of **John Adamaik**, Union alleges a violation of **Article 3**, claiming that management is performing bargaining unit work. The labeling of small bags is work that generates in the small sort area and is performed by bargaining unit employees.
- N-229-09: 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-231-09: 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-239-09: Local 728 v. UPS, Atlanta, GA
On behalf of **Jimmy Payne**, Union alleges that the Company violated **Article 3, Section 7**, claiming supervisor working.
- N-286-09: 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-287-09: Local 391 v. UPS, Greensboro, NC
On behalf of **Ryan Cole**, Union alleges that the Company is in violation of **Article 3, Section 7 and all others that apply**, claiming supervisors are doing bargaining unit work. (Pilot case for 10 grievances, violation dates: August 6-10, 25-27, 2008, September 2-5, 8-12, 15-19, 22-24, 2008 and September 29-October 3, October 6-10, 2008.
- N-288-09: Local 150 v. UPS, Sacramento, CA
On behalf of **Anthony Gonzales and David Oliver**, Union alleges that the Company is in violation of **Article 21** claiming higher classification, \$0.35 higher rate of pay (clerk work).
- N-297-09: 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.

WEST

- N-298-09: Local 959 v. UPS, Anchorage, AK
On behalf of **all affected employees**, Union alleges a violation of **Article 34, Section 4**, claiming that UPS has refused to reallocate \$0.25 of the pension increase as a wage increase. This is a direct violation of Article 34 of the NMA.
- N-299-09: Local 481 v. UPS, San Diego, CA
On behalf of **Chula Vista Porters and Victor Allee (San Diego Senior Porter)**, Union alleges a violation of **Article 32**, claiming the Company is subcontracting bargaining unit work.
- N-300-09: Local 481 v. UPS, San Diego, CA
On behalf of **Abelardo Lague and Michael Freda**, Union alleges a violation of **Article 32**, claiming the Company is subcontracting bargaining unit work.
- N-301-09: Local 63 v. UPS, Rialto, CA
On behalf of **all affected employees**, Union alleges that the Company violated **Articles 1, 26 and 32**. During February 2009, portions of several Sleeper runs were subcontracted when the drivers of said runs were ready and available to do the work.
- N-302-09: Local 63 v. UPS, Rialto, CA
On behalf of **all affected employees**, Union alleges that the Company violated **Articles 1, 26 and 32**. During peak season 2008, portions of several Sleeper runs were subcontracted when the drivers of said runs were ready and available to do the work (W/E 12/6/08, 12/13/08 and 12/20/08).

NOR-CAL

- N-303-09: Local 624 v. UPS, Santa Rosa, CA
On behalf of **Nate Assaffa, Jesus Esperanza and Arlene Figueroa**, Union alleges a violation of **Article 8, Section 1 and Article 6, Section 4**. The Company did not return work to employees as the Panel ruled (see Minutes - Case N-350-08), returning work to just one employee. The Panel also retained jurisdiction for the purpose of deciding if the Lakeport Center qualified under this settlement, with penalty pay to be awarded if this were the case.
- N-304-09: Local 315 v. UPS, Martinez, CA
On behalf of **Steve Shaw**, Union alleges a violation of **Article 32**, claiming that the Company subcontracted loads on or about October 10, 2008.
- N-305-09: Local 278 v. UPS, San Francisco, CA
On behalf of **Lorell Hamilton, Gregory Donohue and Marta Rodriguez**, Union alleges a violation of **Article 22, Section 2**, claiming that the Company is paying full-time inside employees part-time wages.

SOUTH

- N-306-09: Local 519 v. UPS, Knoxville, TN
On behalf of **all affected employees**, Union alleges that the Company violated **Article 6, Section 4(1), Article 32 and all others that apply**, by changing job content. The Company gave the work of bargaining unit employees to subcontracted facilities and changed the work of bargaining unit employees from e-mail to phone work.
- N-307-09: Local 657 v. UPS, San Antonio, TX
On behalf of **Emilio Barrero**, Union alleges a violation of **Article 17 and all others that apply**. On Friday, July 17, 2009 at Ft. Worth turnaround, mileage run had a wait delay of 58 minutes. Company refused to pay for entire delay - paid 38 minutes, 63 hundreds.
- N-308-09: Local 480 v. UPS, Nashville, TN
On behalf of **Jason Kolb**, Union alleges that the Company violated **Article 39, Section 9 and all others that apply**, claiming grievant only received \$0.40 cents out of a \$0.70 cent wage increase due per the CBA 2/1/09.
- N-309-09: Local 480 v. UPS, Nashville, TN
On behalf of **Jeff Duke**, Union alleges that the Company violated **Article 39, Section 9 and all others that apply**, claiming grievant only received \$0.40 cents out of a \$0.70 cent wage increase due per the CBA 2/1/09.
- N-310-09: Local 480 v. UPS, Nashville, TN
On behalf of **Randall Thomas**, Union alleges a violation of **Articles 3, 6, 17, 18, 32, 37 and all others that apply**, claiming that the Company is subcontracting bargaining unit work.
- N-311-09: Local 728 v. UPS, Atlanta, GA
On behalf of **Michael Walker**, Union alleges that the Company violated **Article 22**, claiming that when a full-time driver retired, the Company combined vacated Airport Shuttle with an existing 22.3 job.

N-312-09: Local 385 v. UPS, Orlando, FL

On behalf of **Mark Darling**, Union alleges a violation of **Article 26 and all others that apply**. During peak season, the Employer failed to make every reasonable effort to use current UPS employees before subcontracting bargaining unit work.

EAST

- N-313-09: 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-314-09: Local 676 v. UPS, Collingswood, NJ
On behalf of **all affected employees**, Union alleges a violation of **Article 22, Section 3 and all others that apply**. The Company laid off Article 22.3 employees on Fridays, reducing their workweek from 40 to 32 hours, and would not allow them to bump part-timers.
- N-315-09: Local 355 v. UPS, Baltimore, MD
On behalf of **Mark Zerhusen**, Union alleges that the Company violated **Article 17 and all others that apply**. Grievant wishes to be paid the penalty as outlined in Article 17.
- N-316-09: Local 355 v. UPS, Baltimore, MD
On behalf of **Lou DeFelice**, Union alleges a violation of **Article 26 and all others that apply**, claiming that the Company violated peak season subcontracting agreement and requests that grievant be made whole in every way.
- N-317-09: Local 355 v. UPS, Baltimore, MD
On behalf of **Chris Fahnstock**, Union alleges a violation of **Article 26 and all others that apply**, claiming that the Company violated peak season subcontracting agreement and requests that grievant be made whole in every way.
- N-318-09: Local 355 v. UPS, Baltimore, MD
On behalf of **Mark McNew**, Union alleges a violation of **Article 26 and all others that apply**, claiming that the Company violated peak season subcontracting agreement and requests that grievant be made whole in every way.
- N-319-09: Local 61 v. UPS, Asheville, NC
On behalf of **Dwayne Whitener**, Union alleges the Company violated **Article 3, Section 7**, claiming that

Supervisors Wade Stallings and Haley Lingerfelt performed bargaining unit work (shuttle to airport) on 4/10/08. Grievant requests 16 hours at double time rate of pay.

N-320-09: Local 61 v. UPS, Asheville, NC

On behalf of **James Kevin Brittian**, Union alleges that the Company violated **Article 3, Section 7**, claiming Lenoir Center Manager Scott Collins performed bargaining unit work on 1/27/09 (shuttling packages to drivers). Grievant requests 4 hours at double time rate of pay.

N-321-09: Local 61 v. UPS, Asheville, NC

On behalf of **Robert Hobbs**, Union alleges that the Company violated **Article 38**. Feeder run STGH was moved from the Statesville, NC Center to the Hickory, NC Center and no one was allowed to follow this work.

N-322-09: 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-323-09: 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-324-09: Local 597 v. UPS, South Barre, VT

PPC

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-325-09: 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-326-09: Local 30 v. UPS, Jeannette, PA
PPC On behalf of **all affected employees**, Union alleges that the Company violated **Article 3, Section 7 and all others that apply**, claiming management is doing bargaining unit work. Management has instructed New Stanton metro drivers to call in packages that have bad addresses on them to have each package "looked up" by Management personnel for correction.
- N-327-09: Local 177 v. UPS, Hillside, NJ
On behalf of **Hugh Scully**, Union alleges that the Company violated **Article 21 and Article 37**, claiming grievant being harassed - excessive OJS (6/29/09).
- N-328-09: Local 177 v. UPS, Hillside, NJ
On behalf of **Hugh Scully**, Union alleges that the Company violated **Article 21 and Article 4**, claiming grievant being harassed - excessive OJS (6/29 through 7/2/09).
- N-329-09: Local 177 v. UPS, Hillside, NJ
On behalf of **Hugh Scully**, Union alleges that the Company violated **Article 21 and Article 37**, claiming grievant being harassed - excessive OJS (7/3/09).
- N-330-09: Local 177 v. UPS, Hillside, NJ
On behalf of **Hugh Scully**, Union alleges that the Company violated **Article 21, Section 4 and Article 37**, claiming grievant being harassed - excessive OJS (7/13/09).
- N-331-09: Local 177 v. UPS, Hillside, NJ
On behalf of **Hugh Scully**, Union alleges that the Company violated **Article 21 and Article 37**, claiming grievant being harassed - excessive OJS (7/14/09).
- N-332-09: Local 177 v. UPS, Hillside, NJ
On behalf of **Hugh Scully**, Union alleges that the Company violated **Article 21 and Article 37**, claiming grievant being harassed - excessive OJS (8/3/09).
- N-333-09: Local 177 v. UPS, Hillside, NJ
On behalf of **Hugh Scully**, Union alleges that the Company violated **Article 21 and Article 37**, claiming grievant being harassed - excessive OJS (8/5/09).

- N-334-09: Local 177 v. UPS, Hillside, NJ
On behalf of **Charles Kimble**, Union alleges that the Company violated **Article 17 and Article 41, Section 3**, claiming grievant paid incorrect pay rate (7/6/09 and ongoing).
- N-335-09: Local 177 v. UPS, Hillside, NJ
On behalf of **Max Proverbs**, Union alleges that the Company violated **Article 17 and Article 41, Section 3**, claiming grievant paid incorrect pay rate (7/6/09 and ongoing).
- N-336-09: Local 177 v. UPS, Hillside, NJ
On behalf of **Hal Berger**, Union alleges that the Company violated **Article 21 and Article 22**, claiming Part-time Shop Steward denied educational transfer.
- N-337-09: Local 177 v. UPS, Hillside, NJ
On behalf of **all journeymen and maintenance mechanics**, Union alleges a violation of **Article 32**, claiming that the Company subcontracted bargaining unit work. Specifically, removed and replaced grating, while qualified journeymen/maintenance mechanics were available (6/6/09).
- N-338-09: Local 177 v. UPS, Hillside, NJ
On behalf of **all journeymen and maintenance mechanics**, Union alleges a violation of **Article 32**, claiming that the Company subcontracted bargaining unit work. Specifically, removed and replaced belts for exhaust fans while qualified journeymen/maintenance mechanics were available (8/5/09).
- N-339-09: Local 177 v. UPS, Hillside, NJ
On behalf of **all journeymen and maintenance mechanics**, Union alleges a violation of **Article 32**, claiming that the Company subcontracted bargaining unit work. Specifically, installed anti-turnoff device on circuit breakers while qualified journeymen/maintenance mechanics were available (8/3/09 and ongoing).
- N-340-09: Local 177 v. UPS, Hillside, NJ
On behalf of **all journeymen and maintenance mechanics**, Union alleges a violation of **Article 32**, claiming that the Company subcontracted bargaining unit work. Specifically, removed and replaced valve in feeder car

wash while qualified journeymen/maintenance mechanics were available (6/6/09).

- N-341-09: Local 177 v. UPS, Hillside, NJ
On behalf of **all journeymen and maintenance mechanics**, Union alleges a violation of **Article 32**, claiming that the Company subcontracted bargaining unit work. Specifically, removed and replaced flow meter and shear valve while qualified journeymen/maintenance mechanics were available (7/13/09).
- N-342-09: Local 177 v. UPS, Hillside, NJ
On behalf of **all journeymen and maintenance mechanics**, Union alleges a violation of **Article 32**, claiming that the Company subcontracted bargaining unit work. Specifically, install netting to prevent packages from falling down to floor while qualified journeymen/maintenance mechanics were available (6/12/09).
- N-343-09: Local 177 v. UPS, Hillside, NJ
On behalf of **all journeymen and maintenance mechanics**, Union alleges a violation of **Article 32**, claiming that the Company subcontracted bargaining unit work. Specifically, removed and replaced electrical piping while qualified journeymen/maintenance mechanics were available (6/6/09).
- N-344-09: Local 177 v. UPS, Hillside, NJ
On behalf of **all journeymen and maintenance mechanics**, Union alleges a violation of **Article 32**, claiming that the Company subcontracted bargaining unit work. Specifically, installed fans while qualified journeymen/maintenance mechanics were available (7/23/09).
- N-345-09: 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-346-09: Local 449 v. UPS, Buffalo, NY
On behalf of all **affected employees**, Union alleges a violation of **Article 3, Section 7**, claiming that Supervisors are performing bargaining unit work. On September 8, 9, 10 and 11, 2009 eight (8) on-car

supervisors performed eight (8) hours of bargaining unit work each day.

SAFETY AND HEALTH COMMITTEE

CASES CARRIED OVER:

- N-46-08: Local 278 v. UPS, San Francisco, CA
On behalf of **Gregory Ismarin**, Union alleges that the Company violated **Article 20, Section 4 and Article 16, Section 2**, claiming that grievant was discharged two (2) months after his release. Grievant is physically fit to perform inside jobs and should be allowed to do so.
- N-125-08: Local 988 v. UPS, Houston, TX
On behalf of **Monte Bridgewater**, Union alleges that the Company violated **Article 35**, claiming that the grievant was not allowed to work when others were allowed to work when Union didn't sign off on SAP Agreement because certain items were blacked out.
- N-400-08: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges that Company violated **Article 18 and all others that apply** by having the Safety Committee affix safety magnets to Package Cars.
- N-42-09: Local 901 v. UPS, San Juan, PR
On behalf of **all affected employees**, Union alleges that the Company violated **Article 34, Section 1**, claiming the Employer has failed to make contributions to the Health and Welfare Plan.
- N-237-09: Local 79 v. UPS, Tampa, FL
On behalf of **Linda Cartright**, Union alleges that the Company violated **Article 34**, claiming that after retiring at age 54 with 30 years of service grievant should be able to defer her health insurance until age 55.
- N-241-09: Local 749 v. UPS, Sioux Falls, SD
On behalf of **Jeff Larson, et al.**, Union alleges that the Company violated **Article 18**, claiming a safety violation. Feeder Drivers are requesting that the automatic engine shut off (5-minute idle) have an emergency override on the South Dakota Fleet for safety reasons. Union requests that tractors continue

to run should drivers become disabled on road or encounter impassable highways.

N-243-09: Local 177 v. UPS, Hillside, NJ

On behalf of **all affected employees**, Union alleges that the Company violated **Article 18**. Employee was forced to work in an unsafe manner; directed to walk across lawns instead of available walkways.

N-244-09: 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-245-09: Local 391 v. UPS, Raleigh, NC

On behalf of **Joseph Garner, Jr.**, Union alleges a violation of **Article 18, Sections 20.1, 20.4 and all others that apply**, by allowing employee, Michael Yates, who has not been approved by the Union to serve on the Safety and Health Committee as the Wellness Champion Coordinator.

N-247-09: Local 278 v. UPS, San Francisco, CA

On behalf of **David Less**, Union alleges a violation of **Article 18**, claiming that the Employer is refusing to maintain, repair or replace film etched windshield and windows.

N-248-09: Local 104 v. UPS, Phoenix, AZ

On behalf of **Dustin Howell**, Union alleges a violation of **Articles 18, 36 and 37**, claiming that the Company improperly denied grievant the opportunity to work within his classification and has refused to address his concern for his own safety as well as the general public's.

N-250-09: Local 177 v. UPS, Hillside, NJ

On behalf of **Phil Silvestri**, Union alleges a violation of **Articles 20 and 14**, claiming the Company is refusing to return grievant to work.

NEW CASES:

N-347-09: Local 483 v. UPS, Boise, ID

On behalf of **Genna Robinette**, Union alleges a violation of **Article 18, Section 37**, claiming that the

Company took grievant out of service due to DOT card and did not compensate her for time lost.

- N-348-09: Local 804 v. UPS, Long Island City, NY
On behalf of **all affected employees**, Union alleges that the Company violated **Article 18, Section 21**. Union requests that the Company replace self-contained breathing apparatus in all buildings to comply with personal protective equipment in the Emergency Response Plan.
- N-349-09: Local 962 v. UPS, Central Point, OR
On behalf of **Chris Arnold**, Union alleges a violation of **Articles 4, 16 and 35**, claiming that grievant was wrongfully discharged. The Company did not follow the specific responsibilities and requirements the Employer must fulfill prior to initiating reasonable cause testing.
- N-350-09: Local 962 v. UPS, Central Point, OR
On behalf of **Melissa Flenner**, Union alleges that the Company violated **Article 35, Section 3.8 and Article 4**, claiming that grievant was wrongfully discharged and not provided a shop steward. The Reasonable Cause Testing requirements specify a number of critical steps that must be followed to initiate Reasonable Cause Testing.
- N-351-09: Local 287 v. UPS, San Jose, CA
On behalf of **Tim Chapman**, Union alleges a violation of **Article 14, Section 3 and all others that apply**, claiming that the Company is obligated to accommodate grievant's reasonable request to drive any vehicle other than 500 or 800cu.
- N-352-09: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges that the Company violated **Article 18**. Sleeper Team drivers are being sent to hotel upon arrival at destination for short periods of time, disrupting drivers' rest period (7/25/09 and ongoing).
- N-353-09: Local 767 v. UPS, Forest Hill, TX
On behalf of **all affected employees**, Union alleges a violation of **Article 18 and all others that apply**, claiming that the Company is allowing a non-approved

bargaining unit member to act as Co-Chair of the Grand Prairie Center Safety Committee.

- N-354-09: Local 287 v. UPS, San Jose, CA
On behalf of **Elaine Donlin**, Union alleges a violation of **Article 18, Sections 1 and 2**, claiming that the Company is failing to take corrective action after having been made aware of hazards posed by Conveyer Boom on main unloads.
- N-355-09: Local 177 v. UPS, Hillside, NJ
On behalf of **Ray Kahn**, Union alleges that the Company violated **Article 18, Section 3**, claiming grievant was wrongfully removed from Package Car driving duties. The driving duties should not have been removed because his accident was determined not serious enough to warrant driving duties removal.
- N-356-09: Local 38 v. UPS, Everett, WA
On behalf of **all affected employees**, Union alleges that the Company violated **Article 18, Section 6**, by not providing heated work stations for the clerks (1/5/09 and ongoing).
- N-357-09: Local 480 v. UPS, Nashville, TN
On behalf of **Jeffrey Daniels**, Union alleges that the Company violated **Articles 17, 20, 37 and all others that apply**. Grievant obtained a valid DOT medical examiner's certificate in July 2007 and again in July 2009 by a Doctor designated and authorized to perform such DOT exams and has been denied his contractual right to perform his bid work in the Package Car classification. This case was previously deferred to the DOT procedures by the NGC in June 2008; however, there has been no decision rendered as the DOT/FMCSA has stated the case was improper before them based on the fact that Dr. Susskind has already been deemed as the "Third Party Physician" by the NGC in June 2008.
- N-358-09: Local 480 v. UPS, Nashville, TN
On behalf of **Wallace Franklin**, Union alleges that the Company violated **Articles 7, 14, 17, 20, 37 and all others that apply**. Grievant has been denied the right to return to work, despite the fact that the treating physician has cleared him to return to full duty. Grievant is physically able to perform the essential job functions of a Revenue Recovery Clerk with no

restrictions that would prevent such performance. The Union requested that the grievant be sent for an FCE to establish this fact. The Company refused the Union's request for an FCE while denying grievant his right to return to work.

N-359-09: Local 728 v. UPS, Atlanta, GA

On behalf of **Paul Canion**, Union alleges a violation of **Articles 14, 20 and all others that apply**, claiming that the grievant had full duty RTW and Company sent him back to doctor; refused him work.

PREMIUM SERVICES COMMITTEE

CASES CARRIED OVER:

- N-57-09: Local 70 v. UPS, Oakland, CA
On behalf of **all senior affected employees**, Union alleges that the Company violated **Article 43**, by not having Local 70 do the Feeder/Sleeper team run in question.
- N-58-09: Local 638 v. UPS, Minneapolis, MN
On behalf of **Kent Lanners**, Union alleges that the Company violated **Article 43, Section 2(12)**. Grievant's bid position is running a mileage job to Stevens Point, WI. He has received straight-time wages for the time spent waiting for his load at the beginning of his day, but believes he should have been paid at the applicable hourly feeder one and one-half rate of pay.
- N-59-09: Local 638 v. UPS, Minneapolis, MN
On behalf of **Brad Larson**, Union alleges that the Company violated **Article 43, Section 2(12)**. The new language for this Section states "hourly work performed at the beginning or end of mileage run shall be paid at the applicable hourly feeder rate of pay or the applicable premium rate of pay in the drivers' Supplemental Agreement." Grievant was informed that 5/5/08 mileage driver will be straight time for some hourly work performed at the beginning of a mileage run.
- N-60-09: Local 89 v. UPS, Louisville, KY
On behalf of **all affected employees**, Union alleges that the Company is in violation of **Article 43**, by not following the correct practice of preassembling the units (including the tractor) on mileage runs.
- N-69-09: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges a violation of **Article, Section 4**, claiming the Company is violating jurisdictional rules.

- N-253-09: Local 71 v. UPS, Charlotte, NC
On behalf of **all affected employees**, Union alleges a violation of **Article 43**, and requests clarification of the decision rendered in Case N-154-08.
- N-256-09: Local 30 v. UPS, Jeannette, PA
On behalf of **Bob Hand**, Union alleges that the Company violated **Article 43**, claiming that regular Feeder loads that were being pulled to Charleston, WV are now being pulled to Jane Lew, WV because of Article 43 violation on pulling unapproved loads.
- N-258-09: 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-259-09: Local 89 v. UPS, Louisville, KY
On behalf of **Susan Bannister and Brian Warren**, Union alleges that the Company violated **Articles 43 and 17**, claiming a payroll shortage for re-route miles, week ending 12/13/08, and hours.
- N-290-09: Local 177 v. UPS, Hillside, NJ
On behalf of **Joseph Pasko**, Union alleges that the Company violated **Article 43**, claiming unapproved mileage run in New Stanton, PA is causing loss of feeder runs in Parsippany, NJ (2/5/08, 2/6/08, 3/5/08 and 3/6/08).

NEW CASES:

- N-420-08: Local 30 v. UPS, Jeannette, PA
PPC On behalf of **Vince Dalicandro, et al.**, Union alleges a violation of **Article 43**. The Company will not pay time and one-half for breakdowns after eight (8) hours of work. Employees should be paid time and one-half for breakdowns after eight (8) hours of work (**REDOCKETED**).

- N-421-08: Local 30 v. UPS, Jeannette, PA
PPC On behalf of **Russell L. Booker, et al.**, Union alleges that the Company violated **Article 43**, claiming drivers want to be paid for their 15-minute break without taking meal period (**REDOCKETED**).
- N-360-09: Local 638 v. UPS, Minneapolis, MN
On behalf of **James Koonce**, Union alleges that the Company violated **Article 43**. Grievant stayed at a hotel for 10 hours (Philadelphia, PA) and deducted 8 hours from pay sheet as he has done for the past year according to the contract. For unknown reasons, management has started taking 10 hours.
- N-361-09: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges a violation of **Article 43**, claiming that the Company is resetting furthest point when drivers return to home domicile.
- N-362-09: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges a violation of **Article 43**, claiming that the Company is not paying drivers to drive to and from lodging.
- N-363-09: Local 671 v. UPS, Bloomfield, CT
On behalf of **Sandra Mayo and William Neff**, Union alleges a violation of **Article 43**, claiming that the Company changed Article 43 job no notification to Union; changed the way drivers are paid. Changed leg on Article 43 job resulted in loss of pay for drivers.
- N-364-09: Local 177 v. UPS, Hillside, NJ
On behalf of **Brent Muoio**, Union alleges a violation of **Article 43**, claiming that the Company used sleeper team to move Ground loads to Worma instead of using the existing feeder network.
- N-365-09: Local 63 v. UPS, Rialto, CA
On behalf of **LaMothe and Hennessey**, Union alleges that the Company violated **Article 17 and Article 43 Guidelines**. The Sleeper Team was diverted off their designated run enroute to their final destination and were not properly compensated.

N-366-09: Local 728 v. UPS, Atlanta, GA

On behalf of **Rod Zimpleman**, Union alleges that the Company violated **Article 43 and Article 17**, over delay time/farthest point. Farthest point is New Mexico. That is where driver is subject to a two-(2) hour unpaid delay.

9.5

CASES CARRIED OVER:

- N-214-08: Local 174 v. UPS, Tukwila, WA
On behalf of **Kenny Dings**, Union alleges that the Company violated **Article 37, Section 1(c)**, by causing grievant to work in excess of 9.5 hours.
- N-226-08: Local 70 v. UPS, Oakland, CA
On behalf of **all affected employees**, Union alleges a violation of **Article 37, Section 1(c)**, claiming that UPS is violating contractual rights by violating the 9.5 rights of employees (**REDOCKETED**).
- N-78-09: Local 439 v. UPS, Stockton, CA
On behalf of **Steve Martinelli**, Union alleges that the Company is in violation of **Article 37**, claiming grievant worked in excess of 9.5 hours a day more than three days a week since filing a grievance on 9/23/08.
- N-82-09: Local 804 v. UPS, Long Island City, NY
On behalf of **all affected employees**, Union alleges a violation of **Article 37**, claiming that the Company will not post Opt-In/Opt-Out list as per Article 37.
- N-90-09: Local 509 v. UPS, Taylors, SC
On behalf of **Richard Thomas**, Union alleges that the Company violated **Article 37 and all others that apply**, filing for eight-hour request and appropriate pay under Article 37.
- N-101-09: Local 278 v. UPS, San Francisco, CA
On behalf of **Marlon Perez**, 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, Weeks Ending 8/23/08, 8/30/08 and 9/6/08).
- N-102-09: Local 278 v. UPS, San Francisco, CA
On behalf of **Carlos Pinto**, 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, Weeks Ending 4/19/08, 5/24/08 and 5/31/08).

- N-103-09: Local 278 v. UPS, San Francisco, CA
On behalf of **Sherrod Thomas**, 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, Weeks Ending 5/10/08, 5/17/08, 5/31/08, 6/7/08 and 6/14/08).
- N-263-09: 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-266-09: Local 70 v. UPS, Oakland, CA
On behalf of **all affected employees within NorCal**, Union alleges that the Company is violating **Article 37**. Contractual rights of grievant previously on 9.5 have met 9.5; eligibility should be a continuation (UPR-3-09-31C).
- N-267-09: Local 70 v. UPS, Oakland, CA
On behalf of **all affected employees within NorCal**, Union alleges that the Company is violating **Article 37**. Contractual rights of grievant previously on 9.5 have met 9.5; eligibility should be a continuation (UPR-3-09-968, UPR 3-09-969).
- N-271-09: Local 177 v. UPS, Hillside, NJ
On behalf of **Michael Bates**, Union alleges a violation of **Article 37**, claiming that the Company is not adhering to the 9.5 language (Week Ending 4/11/09).
- N-272-09: Local 177 v. UPS, Hillside, NJ
On behalf of **George Benz**, Union alleges a violation of **Article 37**, claiming that the Company is not adhering to the 9.5 language (Weeks Ending 2/28/09, 3/14/09 and 3/21/09).
- N-274-09: Local 177 v. UPS, Hillside, NJ
On behalf of **Matt Danek**, Union alleges a violation of **Article 37**, claiming that the Company is not adhering to the 9.5 language (Week Ending 3/21/09).
- N-275-09: Local 177 v. UPS, Hillside, NJ
On behalf of **David Dewar**, Union alleges a violation of **Article 37**, claiming that the Company is not adhering to the 9.5 language (Week Ending 1/30/09).

- N-276-09: Local 177 v. UPS, Hillside, NJ
On behalf of **Keith Floyd**, Union alleges a violation of **Article 37**, claiming that the Company is not adhering to the 9.5 language (Weeks Ending 4/4/09, 4/11/09 and 4/18/09).
- N-277-09: Local 177 v. UPS, Hillside, NJ
On behalf of **Stephen Frank**, Union alleges a violation of **Article 37**, claiming that the Company is not adhering to the 9.5 language (Week Ending 4/18/09).
- N-278-09: Local 177 v. UPS, Hillside, NJ
On behalf of **Ron Frey**, Union alleges a violation of **Article 37**, claiming that the Company is not adhering to the 9.5 language (Week Ending 4/18/09).
- N-279-09: Local 177 v. UPS, Hillside, NJ
On behalf of **Iwona Kolodzies**, Union alleges a violation of **Article 37**, claiming that the Company is not adhering to the 9.5 language (Weeks Ending 3/14/09 and 4/18/09).
- N-282-09: Local 177 v. UPS, Hillside, NJ
On behalf of **Paul Pimenta**, Union alleges a violation of **Article 37**, claiming that the Company is not adhering to the 9.5 language (Weeks Ending 2/14/09, 3/7/09, 3/14/09, 3/21/09, 3/28/09, 4/11/09 and 4/18/09).
- N-283-09: Local 177 v. UPS, Hillside, NJ
On behalf of **Craig Rice**, Union alleges a violation of **Article 37**, claiming that the Company is not adhering to the 9.5 language (Weeks Ending 1/31/09, 3/21/09 and 3/28/09).
- N-284-09: Local 804 v. UPS, Long Island City, NY
On behalf of **Cuevas, DeSantis, Nieves, Reiman and Helgar**, Union alleges a violation of **Article 37**, claiming grievants working over 9.5 hours after putting their names on the "Opt In" list.
- N-293-09: Local 177 v. UPS, Hillside, NJ
On behalf of **James Stabile**, Union alleges a violation of **Article 37**, claiming that the Company is not adhering to the 9.5 language (Weeks Ending 1/17/09 and 1/24/09).

NEW CASES:

- N-367-09: 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-368-09: 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-369-09: 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-370-09: Local 174 v. UPS, Tukwila, WA
On behalf of **Rick Anderson**, Union alleges a violation of **Article 37**, claiming that the Company continues to dispatch grievant with over 9.5 (Week Ending 3/14/09 and ongoing - 2009-05-228).
- N-371-09: Local 174 v. UPS, Tukwila, WA
On behalf of **Rick Anderson**, Union alleges a violation of **Article 37**, claiming that the Company continues to dispatch grievant with over 9.5 (Week Ending 4/25/09 and ongoing - 2009-05-247).
- N-372-09: Local 174 v. UPS, Tukwila, WA
On behalf of **Steve Pinney**, Union alleges a violation of **Article 37**, claiming that the Company continues to dispatch grievant with over 9.5 (Week Ending 4/25/09 and ongoing).
- N-373-09: Local 38 v. UPS, Everett, WA
On behalf of **Pat Gee**, Union alleges that the Company violated **Article 37 and all others that apply**, claiming excessive overtime three days over 9.5 hours, weeks ending 2/14/09 and 2/21/09; Union Grievance #367 week ending 8/22/08 (W/D Rights), and Union Grievance #368 week ending 9/6/08 (W/D Rights).

- N-374-09: Local 70 v. UPS, Oakland, CA
On behalf of **Jacques Rickman**, Union alleges a violation of **Article 37 and all others that apply**, claiming UPS is violating contractual rights by not honoring 9.5 provision of the contract.
- N-375-09: Local 70 v. UPS, Oakland, CA
On behalf of **Kerry King**, Union alleges a violation of **Article 37 and all others that apply**, claiming UPS is violating contractual rights by not honoring 9.5 provision of the contract (5/20/09).
- N-376-09: Local 70 v. UPS, Oakland, CA
On behalf of **Robert Alameda**, Union alleges a violation of **Article 37 and all others that apply**, claiming UPS is violating contractual rights with ongoing 9.5 violations since 2/13/09.
- N-377-09: Local 70 v. UPS, Oakland, CA
On behalf of **Mark Spencer**, Union alleges a violation of **Article 37 and all others that apply**, claiming UPS is violating contractual rights with ongoing 9.5 violations since 1/15/09.
- N-378-09: Local 70 v. UPS, Oakland, CA
On behalf of **Kerry King**, Union alleges a violation of **Article 37 and all others that apply**, claiming UPS is violating contractual rights by over dispatching and 9.5 violations (7/3/09).
- N-379-09: Local 70 v. UPS, Oakland, CA
On behalf of **Mark Cooper**, Union alleges a violation of **Article 37 and all others that apply**, claiming UPS is violating contractual rights by ongoing 9.5 violations since 2/13/09.
- N-380-09: Local 70 v. UPS, Oakland, CA
On behalf of **Mike Frasca**, Union alleges a violation of **Article 37 and all others that apply**, claiming UPS is violating contractual rights by ongoing 9.5 violations.
- N-381-09: Local 70 v. UPS, Oakland, CA
On behalf of **Carlos Gonzalez**, Union alleges a violation of **Article 37 and all others that apply**, claiming UPS is violating contractual rights by ongoing 9.5 violations since 1/16/09.

- N-382-09: Local 70 v. UPS, Oakland, CA
On behalf of **Keith Henry**, Union alleges a violation of **Article 37 and all others that apply**, claiming UPS is violating contractual rights by ongoing 9.5 violations since 1/9/09.
- N-383-09: Local 70 v. UPS, Oakland, CA
On behalf of **Derrick Thompson**, Union alleges a violation of **Article 37 and all others that apply**, claiming UPS is violating contractual rights by ongoing 9.5 violations since 2/27/09.
- N-384-09: Local 174 v. UPS, Tukwila, WA
On behalf of **Dave Smith**, Union alleges a violation of **Article 37**, claiming that the Company continues to dispatch grievant's route in excess of 9.5 hours per day.
- N-385-09: Local 104 v. UPS, Phoenix, AZ
On behalf of **Oberle, Ockenfel, Hall, Cunningham and Carranza**, Union alleges that the Company violated **Article 37**. All five employees Opted-In to 9.5 and the Company did not comply with Article 37.1 Guidelines.
- N-386-09: Local 278 v. UPS, San Francisco, CA
On behalf of **Eldridge Joe**, Union alleges that the Employer is in violation of **Article 37** by continually working grievant more than nine and one-half (9.5) hours per day, three (3) days or more a week; multiple weeks beginning W/E 5/9/09, 5/16/09, 5/23/09, 6/6/09 and 6/13/09.
- N-387-09: Local 278 v. UPS, San Francisco, CA
On behalf of **Jason Chu**, Union alleges that the Employer is in violation of **Article 37** by continually working grievant more than nine and one-half (9.5) hours per day, three (3) days or more a week; multiple weeks beginning W/E 5/23/09, 6/6/09, 6/20/09, 6/27/09, 7/4/09, 7/11/09 and 7/25/09.
- N-388-09: Local 278 v. UPS, San Francisco, CA
On behalf of **JaDon Anderson**, Union alleges that the Employer is in violation of **Article 37** by continually working grievant more than nine and one-half (9.5) hours per day, three (3) days or more a week; multiple weeks beginning W/E 7/4/09 and 7/11/09.

- N-389-09: Local 624 v. UPS, Santa Rosa, CA
On behalf of **Brian Conner**, Union alleges that the Company violated **Article 37, Section 1**. The grievant's route is an under 9.5 / 140 mile a day route. The Company adds splits to drive mileage over 140, refusing to pay 9.5 grievances.
- N-390-09: Local 162 v. UPS, Portland, OR
On behalf of **John Lombardo and Chris Garcia**, Union alleges that the Company is failing to comply with **Article 37, Section 1(b)**. Company is giving drivers request offs on the day they have an approved eight(8) hour request, therefore limiting the number of drivers they must dispatch at eight (8) hours. Eight (8) hour requests are contractual and request offs are not contractual.
- N-391-09: Local 70 v. UPS, Oakland, CA
On behalf of **Dan Kuhlman**, Union alleges that the Company violated **Article 37 and all others that apply**, claiming ongoing 9.5 violations (6/5/09).
- N-392-09: Local 70 v. UPS, Oakland, CA
On behalf of **Keith Henry**, Union alleges that the Company violated **Article 37 and all others that apply**, claiming ongoing 9.5 violations (7/24/09).
- N-393-09: Local 70 v. UPS, Oakland, CA
On behalf of **Derrick Thompson**, Union alleges that the Company violated **Article 37 and all others that apply**, claiming ongoing 9.5 violations (7/2/09).
- N-394-09: Local 70 v. UPS, Oakland, CA
On behalf of **Mark Spencer**, Union alleges that the Company violated **Article 37 and all others that apply**, claiming ongoing 9.5 violations (7/10/09).
- N-395-09: Local 70 v. UPS, Oakland, CA
On behalf of **Rochon Mungo**, Union alleges that the Company violated **Article 37 and all others that apply**, claiming ongoing 9.5 violations (7/6/09).
- N-396-09: Local 70 v. UPS, Oakland, CA
On behalf of **Kerry King**, Union alleges that the Company violated **Article 37 and all others that apply**, claiming ongoing 9.5 violations (6/13/09).

- N-397-09: Local 70 v. UPS, Oakland, CA
On behalf of **Jaques Rickman**, Union alleges that the Company violated **Article 37 and all others that apply**, claiming ongoing 9.5 violations (6/26/09).
- N-398-09: 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-399-09: Local 70 v. UPS, Oakland, CA
On behalf of **Wendell Haynes**, Union alleges that the Company violated **Article 37 and all others that apply**, claiming ongoing 9.5 violations (6/12/09).
- N-400-09: Local 70 v. UPS, Oakland, CA
On behalf of **Robert Pollard**, Union alleges that the Company violated **Article 37 and all others that apply**, claiming ongoing 9.5 violations (6/19/09).
- N-401-09: Local 70 v. UPS, Oakland, CA
On behalf of **Danny Chung**, Union alleges that the Company violated **Article 37 and all others that apply**, claiming ongoing 9.5 violations (6/26/09).
- N-402-09: Local 70 v. UPS, Oakland, CA
On behalf of **Manuel Freitas**, Union alleges that the Company violated **Article 37 and all others that apply**, claiming ongoing 9.5 violations (5/8/09).
- N-403-09: Local 70 v. UPS, Oakland, CA
On behalf of **Mike Frasca**, Union alleges that the Company violated **Article 37 and all others that apply**, claiming ongoing 9.5 violations (7/17/09).
- N-404-09: Local 70 v. UPS, Oakland, CA
On behalf of **Steve Ochoa**, Union alleges that the Company violated **Article 37 and all others that apply**, claiming ongoing 9.5 violations (7/6/09).
- N-405-09: Local 728 v. UPS, Atlanta, GA
On behalf of **Tim Dailey**, Union alleges a violation of **Article 37 and all others that apply**, claiming that the Company failed to honor grievant's eight (8) hour request. Grievant should be paid two (2) hours penalty because he was forced to work over eight (8) hours on other than his bid route.

- N-406-09: Local 385 v. UPS, Orlando, FL
On behalf of **Jorge Martinez**, Union alleges a violation of **Article 37 and all others that apply**. Grievant was approved an eight (8) hour day and the Company did not honor it; he seeks to be compensated for the violation.
- N-407-09: Local 624 v. UPS, Santa Rosa, CA
On behalf of **A. Jedd, B. Conner, J. Moore, B. Nellor, E. Vasquez, D. Hammerich and C. Gallagher**, Union alleges a violation of **Article 37, Section 1**, claiming that the Company agreed to settle this series of grievances and thereafter delayed payment for a significant period of time.
- N-408-09: Local 449 v. UPS, Buffalo, NY
On behalf of **Christopher Falzone**, Union alleges that the Company violated **Article 37, Section 1 (9.5 Guidelines)**, on May 19, 20, 21 and 22, 2009.

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CASES CARRIED OVER:

N-147-09: Local 340 v. UPS, South Portland, ME

On behalf of **all affected employees**, Union alleges a violation of **Articles 1, 17, 22, 41, Supplemental Articles 2 and 5, and Addendum Article 34**. Company violated the Agreement when it arbitrarily reduced the pay of Kevin Houde and David Garland and placed them into a wage progression (10/15/08).

N-148-09: Local 769 v. UPS, North Miami, FL

On behalf of **all affected employees**, Union alleges that the Company violated **Article 41** by applying Article 41, Section 2(c) to full-time employees hired after 8/1/08. Union requests that all affected employees be made whole for all losses.

N-151-09: Local 480 v. UPS, Nashville, TN

On behalf of **Vaden Wilburn**, Union alleges a violation of **Articles 40, 38 and all others that apply**. The Company is applying NMA Article 41(2)(C) to full-time employees hired after 8/1/08, in violation of Article 41(4) and Article of the Addenda. Union asks that the Company cease this violation and that all affected employees be paid progression in accordance with the Addenda and made whole for all losses.