

10/28/09

TEAMSTERS UNITED PARCEL SERVICE
NATIONAL GRIEVANCE COMMITTEE

MINUTES

October 12 - 15, 2009
3:00 P.M.

HILTON SAN DIEGO RESORT HOTEL
1775 EAST MISSION BAY DRIVE
SAN DIEGO, CA

The meeting was called to order by Chair Hall

The following cases were SETTLED AND/OR WITHDRAWN:

N-232-07: Local 386 v. UPS, Modesto, CA
N-214-08: Local 174 v. UPS, Tukwila, WA
N-226-08: Local 70 v. UPS, Oakland, CA
N-400-08: Local 177 v. UPS, Hillside, NJ
N-60-09: Local 89 v. UPS, Louisville, KY
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-157-09: Local 509 v. UPS, Taylors, SC
N-198-09: Local 509 v. UPS, Cayce, SC
N-239-09: Local 728 v. UPS, Atlanta, GA
N-247-09: Local 278 v. UPS, San Francisco, CA
N-250-09: Local 177 v. UPS, Hillside, NJ
N-253-09: Local 71 v. UPS, Charlotte, NC
N-271-09: Local 177 v. UPS, Hillside, NJ
N-272-09: Local 177 v. UPS, Hillside, NJ

N-287-09: Local 391 v. UPS, Greensboro, NC
N-293-09: Local 177 v. UPS, Hillside, NJ
N-301-09: Local 63 v. UPS, Rialto, CA
N-302-09: Local 63 v. UPS, Rialto, CA
N-303-09: Local 624 v. UPS, Santa Rosa, CA
N-320-09: Local 61 v. UPS, Asheville, NC
N-359-09: Local 728 v. UPS, Jacksonville, FL
N-361-09: Local 177 v. UPS, Hillside, NJ
N-365-09: Local 63 v. UPS, Rialto, CA
N-366-09: Local 728 v. UPS, Atlanta, GA
N-389-09: Local 624 v. UPS, Santa Rosa, CA
N-405-09: Local 728 v. UPS, Atlanta, GA
N-406-09: Local 385 v. UPS, Orlando, FL

The following cases were WITHDRAWN WITH RIGHTS:

N-372-08: Local 340 v. UPS, South Portland, ME
N-212-09: Local 317 v. UPS, Syracuse, NY
N-245-09: Local 391 v. UPS, Raleigh, NC
N-312-09: Local 385 v. UPS, Orlando, FL

The following cases were POSTPONED:

N-46-08: Local 278 v. UPS, San Francisco, CA
N-83-08: Local 177 v. UPS, Hillside, NJ
N-420-08: Local 30 v. UPS, Jeannette, PA
N-421-08: Local 30 v. UPS, Jeannette, PA
N-17-09: Local 177 v. UPS, Hillside, NJ
N-42-09: Local 901 v. UPS, San Juan, PR
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-69-09: Local 177 v. UPS, Hillside, NJ
N-78-09: Local 439 v. UPS, Stockton, CA
N-82-09: Local 804 v. UPS, Long Island City, NY
N-155-09: Local 693 v. UPS, Binghamton, NY
N-156-09: Local 355 v. UPS, Salisbury, MD
N-176-09: Local 177 v. UPS, Hillside, NJ
N-177-09: Local 177 v. UPS, Hillside, NJ
N-178-09: Local 177 v. UPS, Hillside, NJ
N-179-09: Local 177 v. UPS, Hillside, NJ
N-182-09: Local 177 v. UPS, Hillside, NJ
N-191-09: Local 177 v. UPS, Hillside, NJ
N-192-09: Local 177 v. UPS, Hillside, NJ
N-194-09: Local 177 v. UPS, Hillside, NJ
N-195-09: Local 992 v. UPS, Hagerstown, MD
N-201-09: Local 177 v. UPS, Hillside, NJ

N-213-09: Local 317 v. UPS, Syracuse, NY
N-218-09: Local 70 v. UPS, Oakland, CA
N-219-09: Local 150 v. UPS, Sacramento, CA
N-220-09: Local 17 v. UPS, Denver, CO
N-221-09: Local 17 v. UPS, Denver, CO
N-222-09: Local 63 v. UPS, Rialto, CA
N-231-09: Local 769 v. UPS, North Miami, FL
N-243-09: Local 177 v. UPS, Hillside, NJ
N-244-09: Local 177 v. UPS, Hillside, NJ
N-256-09: Local 30 v. UPS, Jeannette, PA
N-258-09: Local 992 v. UPS, Hagerstown, MD
N-263-09: Local 70 v. UPS, Oakland, CA
N-274-09: Local 177 v. UPS, Hillside, NJ
N-284-09: Local 804 v. UPS, Long Island City, NY
N-286-09: Local 449 v. UPS, Buffalo, NY
N-288-09: Local 150 v. UPS, Sacramento, CA
N-297-09: Local 355 v. UPS, Baltimore, MD
N-304-09: Local 315 v. UPS, Martinez, CA
N-308-09: Local 480 v. UPS, Nashville, TN
N-309-09: Local 480 v. UPS, Nashville, TN
N-313-09: Local 771 v. UPS, Lancaster, PA
N-314-09: Local 676 v. UPS, Collingswood, NJ
N-322-09: Local 118 v. UPS, Rochester, NY
N-323-09: Local 901 v. UPS, San Juan, PR
N-324-09: Local 597 v. UPS, South Barre, VT
N-325-09: Local 294 v. UPS, Albany, NY
N-326-09: Local 30 v. UPS, Jeannette, PA
N-327-09: Local 177 v. UPS, Hillside, NJ
N-328-09: Local 177 v. UPS, Hillside, NJ
N-329-09: Local 177 v. UPS, Hillside, NJ
N-330-09: Local 177 v. UPS, Hillside, NJ
N-331-09: Local 177 v. UPS, Hillside, NJ
N-332-09: Local 177 v. UPS, Hillside, NJ
N-333-09: Local 177 v. UPS, Hillside, NJ
N-334-09: Local 177 v. UPS, Hillside, NJ
N-335-09: Local 177 v. UPS, Hillside, NJ
N-336-09: Local 177 v. UPS, Hillside, NJ
N-337-09: Local 177 v. UPS, Hillside, NJ
N-338-09: Local 177 v. UPS, Hillside, NJ
N-339-09: Local 177 v. UPS, Hillside, NJ
N-340-09: Local 177 v. UPS, Hillside, NJ
N-341-09: Local 177 v. UPS, Hillside, NJ
N-342-09: Local 177 v. UPS, Hillside, NJ
N-343-09: Local 177 v. UPS, Hillside, NJ
N-344-09: Local 177 v. UPS, Hillside, NJ
N-345-09: Local 449 v. UPS, Buffalo, NY
N-346-09: Local 449 v. UPS, Buffalo, NY

N-347-09: Local 483 v. UPS, Boise, ID
N-348-09: Local 804 v. UPS, Long Island City, NY
N-352-09: Local 177 v. UPS, Hillside, NJ
N-355-09: Local 177 v. UPS, Hillside, NJ
N-362-09: Local 177 v. UPS, Hillside, NJ
N-363-09: Local 671 v. UPS, Bloomfield, CT
N-364-09: Local 177 v. UPS, Hillside, NJ
N-367-09: Local 70 v. UPS, Oakland, CA
N-368-09: Local 70 v. UPS, Oakland, CA
N-369-09: Local 70 v. UPS, Oakland, CA
N-370-09: Local 174 v. UPS, Tukwila, WA
N-371-09: Local 174 v. UPS, Tukwila, WA
N-372-09: Local 174 v. UPS, Tukwila, WA
N-379-09: Local 70 v. UPS, Oakland, CA
N-381-09: Local 70 v. UPS, Oakland, CA
N-384-09: Local 174 v. UPS, Tukwila, WA
N-385-09: Local 104 v. UPS, Phoenix, AZ
N-386-09: Local 278 v. UPS, San Francisco, CA
N-388-09: Local 278 v. UPS, San Francisco, CA
N-391-09: Local 70 v. UPS, Oakland, CA
N-398-09: Local 70 v. UPS, Oakland, CA
N-399-09: Local 70 v. UPS, Oakland, CA
N-400-09: Local 70 v. UPS, Oakland, CA
N-402-09: Local 70 v. UPS, Oakland, CA
N-404-09: Local 70 v. UPS, Oakland, CA
N-408-09: Local 449 v. UPS, Buffalo, NY

The following cases were put on COMMITTEE HOLD:

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-79-08: Local 177 v. UPS, Hillside, NJ
N-104-08: Local 70 v. UPS, Oakland, CA
N-125-08: Local 988 v. UPS, Houston, TX
N-37-09: Local 542 v. UPS, San Diego, CA
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
N-151-09: Local 480 v. UPS, Nashville, TN
N-153-09: Local 542 v. UPS, San Diego, CA
N-217-09: Local 174 v. UPS, Tukwila, WA
N-223-09: Local 278 v. UPS, San Francisco, CA
N-225-09: Local 396 v. UPS, Covina, CA

N-229-09: Local 991 v. UPS, Mobile, AL
N-237-09: Local 79 v. UPS, Tampa, FL
N-298-09: Local 959 v. UPS, Anchorage, AK
N-319-09: Local 61 v. UPS, Asheville, NC

The following cases were ON IN ERROR:

N-241-09: Local 749 v. UPS, Sioux Falls, SD
N-275-09: Local 177 v. UPS, Hillside, NJ
N-276-09: Local 177 v. UPS, Hillside, NJ
N-277-09: Local 177 v. UPS, Hillside, NJ
N-278-09: Local 177 v. UPS, Hillside, NJ
N-279-09: Local 177 v. UPS, Hillside, NJ
N-282-09: Local 177 v. UPS, Hillside, NJ
N-283-09: Local 177 v. UPS, Hillside, NJ
N-357-09: Local 480 v. UPS, Nashville, TN
N-407-09: Local 624 v. UPS, Santa Rosa, CA

Chair Hall called Case 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.

DECISION: Based on the facts presented, the movement of forever bags and the reapplication of missing labels is bargaining unit work. Therefore the grievant(s) will be paid 500 hours. The above decision is not intended to expand the current practice of either party with regard to the electronic transmission of information.

Chair Hall called Case 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.

DECISION: Based on the facts presented, the Company is directed to pay 16 hours at the appropriate overtime rate which

represents the time spent by the subcontractor in performing parking lot policing work.

Chair Hall called Case N-300-09: Local 481 v. UPS, San Diego, CA
On behalf of **Abelardo Luge and Michael Freda**, Union alleges a violation of **Article 32**, claiming the Company is subcontracting bargaining unit work.

DECISION: Based on the facts presented in the instant case, if the work in question was a new installation there is no violation. However, if the work was replacement work the grievance is upheld.

Chair Hall called Case 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.

DECISION: Based on the facts presented in this case, the Company is directed to pay Lorell Hamilton, Gregory Donohue and Marta Rodriguez the appropriate Article 22.2 rate of pay. The correction will be from the time the employee's rate was lowered.

Chair Lucas called Case 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.

DECISION: Based on the facts presented, there is NO CONTRACT VIOLATION.

Chair Redmond called Case 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.

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

Chair Lucas called Case 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.

**DECISION: Based on the facts presented, there is NO CONTRACT
VIOLATION.**

Chair Lucas called Case 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.

**DECISION: Based on the facts presented, the full-time air
combination job was created properly under Article 40.**

Chair Lucas called Case 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.

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

Chair Lucas called Case 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.

Heard with Case 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.

DECISION: Union withdrew cases during presentation.

Chair Lucas called Case 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.

DECISION: Based on the facts presented, grievants will be paid eight (8) hours at time-and-one-half rate. This case sets no precedent.

Chair Hall called Case 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.

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

Chair Maxwell called Case 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.

DECISION: Based on the facts presented, this case is REFERRED
BACK TO THE PARTIES to follow the CHSP guidelines as outlined in
Article 18. This Committee finds NO VIOLATION of Articles 36
and 37.

Chair Goebel called Case 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.

DECISION: Based on the facts presented, the Union point of
order is improper. The case is REFERRED BACK TO LOWER PANEL to
hear as a factual case.

Chair Goebel called Case 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.

DECISION: Based on the facts presented, the Union point of
order is improper. This case is REFERRED BACK TO LOWER PANEL to
hear as a factual case.

Chair Maxwell called Case 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.

DECISION: Based on the facts presented, this Committee finds NO VIOLATION of Article 14.

Chair Goebel called Case 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.

DECISION: Based on the facts presented, THE COMPANY IS INSTRUCTED TO COMPLY WITH THE SETTLEMENT OF LOCAL 767 GRIEVANCE #03151N08 DATED 3/13/08.

Chair Goebel called Case N-354-09: Local 278 v. UPS, San Francisco, 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.

DECISION: Based on the facts presented, the Company has in fact posted warning notices and provided proper training as referenced in the Union's Motion at the North Cal Panel. This Committee retains jurisdiction over the guarding issue.

Chair Goebel called Case 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).

DECISION: Based on the facts presented, the **CASE IS REFERRED BACK TO THE PARTIES** to immediately discuss possible solutions to the issue raised in Local 38's Grievance #389. The parties are directed to report results to respective Co-Chairs prior to January 15, 2010.

Chair Maxwell called Case 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.

DECISION: Based on the facts presented, there is **NO CONTRACT VIOLATION**.

Chair Redmond called Case 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.

DECISION: Based on the facts presented, the proper compensation in this case should have been 20 minutes at time and one-half for travel to and from the Indy Hub.

Chair Redmond called Case 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).

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

Chair Redmond called Case 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.

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

Chair Robinson called Case 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).

**DECISION: Based on the facts presented, the Panel finds NO
CONTRACT VIOLATION.**

Chair Robinson called Case 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).

DECISION: Based on the facts presented, the Panel finds NO CONTRACT VIOLATION.

Chair Robinson called Case 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).

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

Chair Robinson called Case 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.

DECISION: Based on the facts presented, the Company is instructed to comply with Article 37. The Company is also instructed to formulate a plan that will bring the aggrieved employees into compliance. The parties shall meet prior to 1/1/2010 to review the plan that will bring the affected employees into compliance. Either party shall have the right to request that the 9.5 Co-Chairs convene to review progress on this issue. This committee retains jurisdiction.

Chair Robinson called Case 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).

DECISION: Based on the facts presented, the Company is instructed to comply with Article 37. The Company is also instructed to formulate a plan that will bring the aggrieved employees into compliance. The parties shall meet prior to 1/1/2010 to review the plan that will bring the affected employees into compliance. Either party shall have the right to request that the 9.5 Co-Chairs convene to review progress on this issue. This committee retains jurisdiction.

Chair Robinson called Case 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.

DECISION: Based on the facts presented, the Company is instructed to comply with Article 37. The Company is also instructed to formulate a plan that will bring the aggrieved employees into compliance. The parties shall meet prior to 1/1/2010 to review the plan that will bring the affected employees into compliance. Either party shall have the right to request that the 9.5 Co-Chairs convene to review progress on this issue. This committee retains jurisdiction.

Chair Robinson called Case 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.

DECISION: Based on the facts presented, the Company is instructed to comply with Article 37. The Company is also instructed to formulate a plan that will bring the aggrieved employees into compliance. The parties shall meet prior to 1/1/2010 to review the plan that will bring the affected employees into compliance. Either party shall have the right to request that the 9.5 Co-Chairs convene to review progress on this issue. This committee retains jurisdiction.

Chair Robinson called Case 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).

DECISION: Based on the facts presented, the Company is instructed to comply with Article 37. The Company is also instructed to formulate a plan that will bring the aggrieved employees into compliance. The parties shall meet prior to 1/1/2010 to review the plan that will bring the affected employees into compliance. Either party shall have the right to request that the 9.5 Co-Chairs convene to review progress on this issue. This committee retains jurisdiction.

Chair Robinson called Case 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.

DECISION: Based on the facts presented, the Company is instructed to comply with Article 37. The Company is also instructed to formulate a plan that will bring the aggrieved employees into compliance. The parties shall meet prior to 1/1/2010 to review the plan that will bring the affected employees into compliance. Either party shall have the right to request that the 9.5 Co-Chairs convene to review progress on this issue. This committee retains jurisdiction.

Chair Robinson called Case 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.

DECISION: Based on the facts presented, the Company is instructed to comply with Article 37. The Company is also instructed to formulate a plan that will bring the aggrieved

employees into compliance. The parties shall meet prior to 1/1/2010 to review the plan that will bring the affected employees into compliance. Either party shall have the right to request that the 9.5 Co-Chairs convene to review progress on this issue. This committee retains jurisdiction.

Chair Robinson called Case 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.

DECISION: Based on the facts presented, the Company is instructed to comply with Article 37. The Company is also instructed to formulate a plan that will bring the aggrieved employees into compliance. The parties shall meet prior to 1/1/2010 to review the plan that will bring the affected employees into compliance. Either party shall have the right to request that the 9.5 Co-Chairs convene to review progress on this issue. This committee retains jurisdiction.

Chair Robinson called Case 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.

DECISION: Based on the facts presented in this case, the Company is instructed to comply with Article 37.

Chair Robinson called Case 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.

DECISION: Based on the facts presented in this case, the Company is instructed to comply with Article 37. This case sets no precedent.

Chair Robinson called Case 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).

DECISION: Based on the facts presented, the Company is instructed to comply with Article 37. The Company is also instructed to formulate a plan that will bring the aggrieved employees into compliance. The parties shall meet prior to 1/1/2010 to review the plan that will bring the affected employees into compliance. Either party shall have the right to request that the 9.5 Co-Chairs convene to review progress on this issue. This committee retains jurisdiction.

Chair Robinson called Case 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).

DECISION: Based on the facts presented, the Company is instructed to comply with Article 37. The Company is also instructed to formulate a plan that will bring the aggrieved employees into compliance. The parties shall meet prior to 1/1/2010 to review the plan that will bring the affected employees into compliance. Either party shall have the right to request that the 9.5 Co-Chairs convene to review progress on this issue. This committee retains jurisdiction.

Chair Robinson called Case 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).

DECISION: Based on the facts presented, the Company is instructed to comply with Article 37. The Company is also instructed to formulate a plan that will bring the aggrieved employees into compliance. The parties shall meet prior to 1/1/2010 to review the plan that will bring the affected employees into compliance. Either party shall have the right to request that the 9.5 Co-Chairs convene to review progress on this issue. This committee retains jurisdiction.

Chair Robinson called Case 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).

DECISION: Based on the facts presented, the Company is instructed to comply with Article 37. The Company is also instructed to formulate a plan that will bring the aggrieved employees into compliance. The parties shall meet prior to 1/1/2010 to review the plan that will bring the affected employees into compliance. Either party shall have the right to request that the 9.5 Co-Chairs convene to review progress on this issue. This committee retains jurisdiction.

Chair Robinson called Case 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).

DECISION: Based on the facts presented, the Company is instructed to comply with Article 37. The Company is also instructed to formulate a plan that will bring the aggrieved employees into compliance. The parties shall meet prior to 1/1/2010 to review the plan that will bring the affected

employees into compliance. Either party shall have the right to request that the 9.5 Co-Chairs convene to review progress on this issue. This committee retains jurisdiction.

Chair Robinson called Case 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).

DECISION: Based on the facts presented, the Company is instructed to comply with Article 37. The Company is also instructed to formulate a plan that will bring the aggrieved employees into compliance. The parties shall meet prior to 1/1/2010 to review the plan that will bring the affected employees into compliance. Either party shall have the right to request that the 9.5 Co-Chairs convene to review progress on this issue. This committee retains jurisdiction.

Chair Robinson called Case 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).

DECISION: Based on the facts presented, the Company is instructed to comply with Article 37. The Company is also instructed to formulate a plan that will bring the aggrieved employees into compliance. The parties shall meet prior to 1/1/2010 to review the plan that will bring the affected employees into compliance. Either party shall have the right to request that the 9.5 Co-Chairs convene to review progress on this issue. This committee retains jurisdiction.

Chair Robinson called Case 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).

DECISION: Based on the facts presented, the Company is instructed to comply with Article 37. The Company is also

instructed to formulate a plan that will bring the aggrieved employees into compliance. The parties shall meet prior to 1/1/2010 to review the plan that will bring the affected employees into compliance. Either party shall have the right to request that the 9.5 Co-Chairs convene to review progress on this issue. This committee retains jurisdiction.

Chair Maxwell called Case N-409-09: Local 391 v. UPS, Raleigh, NC
On behalf of **George Shoulars**, Union alleges that the Company violated **Article 14 and all others that apply**. The Union and the Company entered into an ADA accommodation for grievant on 4/21/98. The Company has changed his rate of pay as spelled out in the ADA agreement. The Union requests that the Company comply with the ADA accommodation and back pay grievant all lost wages.

DECISION: Based on the facts presented, the grievant will have until 11/1/09 to bump a current employee with a job description as outlined under the 4/21/98 ADA agreement preload/Air.

Chair Hall called Case N-410-09: Local 385 v. UPS, Orlando, FL
On behalf of **Fred Hall**, Union alleges a violation of **Article 7 and all others that apply**, claiming that the Employer removed grievant from payroll for a non-listed cardinal infraction under Article 52 of the Southern Region Supplement.

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

Chair Hall called Case N-411-09: Local 991 v. UPS, Mobile, AL
On behalf of **Douglas McDaniel**, Union alleges that the Company violated **Article 7 and all others that apply**. Grievant was discharged off the clock for an infraction that is not a

cardinal sin and not subject to
an off-the-clock discharge.

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