

TEAMSTERS UNITED PARCEL SERVICE
NATIONAL GRIEVANCE COMMITTEE

DOCKET

June 7 - 10, 2010

3:00 P.M.

HILTON PROVIDENCE
21 ATWELLS AVENUE
PROVIDENCE, RI 02903

CASES CARRIED OVER:

- N-07-174: 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-07-176: Local 70 v. UPS, Oakland, CA
On behalf of **Keith Barros**, Union alleges Company violating **Articles 1 and 7**, by subcontracting freight.
- N-07-180: Local 767 v. UPS, Forest Hill, TX
On behalf of **all affected employees**, Union alleges Company violation of **Article 17**, claiming that employees are not being paid for time spent obtaining badge required to enter UPS air operations.
- N-07-225: 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-07-230: 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-08-33: 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-08-79: 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-08-83: 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-08-104: 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-09-17: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges that the Company violated **Article 22** by refusing to maintain Article 22 jobs created in the Local's jurisdiction.
- N-09-37: Local 542 v. UPS, San Diego, CA
On behalf of **all affected employees**, Union alleges a violation of **Article 22, Section 3**, claiming that the Company is refusing to post permanently vacated 22.3 positions.
- N-09-39: Local 533 v. UPS, Reno, NV
On behalf of **all affected employees**, Union alleges a violation of **Article 22**, claiming that the Company should only count Package Car positions in the six to one ratio.
- N-09-153: Local 542 v. UPS, San Diego, CA
On behalf of **Larry Crothers**, Union alleges a violation of **Article 32**, claiming the Company is subcontracting. Union requests that the Company return the work to UPS Feeder Drivers (4/18/08 and ongoing) **REDOCKETED**.
- N-09-155: Local 693 v. UPS, Binghamton, NY
On behalf of **all affected employees**, Union alleges a violation of **Article 22, Section 3**, claiming that position #8265 was eliminated. Union is unable to find out where it went or who is now in the position.
- N-09-156: Local 355 v. UPS, Salisbury, MD
On behalf of **all affected employees**, Union alleges that the Company violated **Article 22, Section 3 and all others that apply**, and asks that vacated positions be bid and filled.
- N-09-182: Local 177 v. UPS, Hillside, NJ
On behalf of **Ray Maurer and all affected Journeymen**

and Maintenance Mechanics, Union alleges a violation of **Article 32**, claiming UPS subcontracted bargaining unit work, specifically removing and replacing T Belts while qualified journeyman/maintenance mechanics were available.

N-09-191: Local 177 v. UPS, Hillside, NJ

On behalf of **Rich Edwards**, Union alleges that the Company violated **Article 21**, claiming that Manager Joe Rooth threatened to retaliate against Shop Steward Rich Edwards if he filed a grievance.

N-09-192: Local 177 v. UPS, Hillside, NJ

On behalf of **Rich Edwards**, Union alleges that the Company violated **Article 37**, claiming that Manager Joe Rooth continues to intimidate and harass employees.

N-09-194: Local 177 v. UPS, Hillside, NJ

On behalf of **Rich Edwards**, Union alleges a violation of **Article 18**. The Company is putting all employees at risk with a rogue Manager Joe Rooth in the Mount Olive Facility.

N-09-195: Local 992 v. UPS, Hagerstown, MD

On behalf of **all affected employees**, Union alleges that the Company violated **Article 22, Section 3**. On 8/29/08 the Company failed to fill the 22.3 full-time combination vacancy at the Hagerstown, Maryland UPS building. Sister Brook Russ held the 22.3 position since 2/1/07. In August 2008 Sister Russ successfully bid and was awarded a full-time package car job vacancy that was created due to a resignation in the package classification. However, the Company failed to complete the contractual job selection procedure and post and fill the 22.3 vacancy that occurred when Sister Russ transferred to the package classification. The Company could not show that the 22.3 full-time position was moved to another UPS Location. A timely grievance was filed.

N-09-201: 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-09-213: Local 317 v. UPS, Syracuse, NY

On behalf of **all affected employees**, Union alleges a

violation of **Article 22.3**, claiming UPS has failed to replace Article 22.3 jobs and is not providing info on where jobs have gone.

- N-09-217: Local 174 v. UPS, Tukwila, WA
On behalf of **Joe Rogerson**, Union alleges that the Company violated **Article 3, Section 7**, claiming Supervisor is performing bargaining unit work.
- N-09-218: Local 70 v. UPS, Oakland, CA
On behalf of **all affected employees within NorCal**, Union alleges a violation of **Article 22 and all others that apply**, claiming that the Company is not replacing Article 22.3 jobs.
- N-09-219: 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-09-222: 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-09-223: 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-09-229: Local 991 v. UPS, Mobile, AL
On behalf of **Keith Salmon**, Union alleges that the Company violated **Article 22, Section 3**. A permanent 22.3 position was vacated in Pensacola, FL. The Company has failed to fill the position as the CBA requires.
- N-09-231: Local 769 v. UPS, North Miami, FL
On behalf of **Jorge Abarca**, Union alleges a violation of **Article 22**, claiming that the Company has not been

filling/bidding vacated 22.3 positions at the Miami building. We have been able to show numerous positions that continue to be unaccounted for.

- N-09-286: Local 449 v. UPS, Buffalo, NY
On behalf of **all affected employees**, Union alleges a violation of **Article 22**. Employer will not fill two vacated full-time Article 22.3 positions and will not provide any information on such jobs as requested.
- N-09-297: Local 355 v. UPS, Baltimore, MD
On behalf of **all affected employees**, Union alleges that the Company violated **Article 22, Section 3 and all others that apply** Union requests that the vacated positions be bid and filled.
- N-09-304: 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-09-313: Local 771 v. UPS, Lancaster, PA
On behalf of **all affected employees**, Union alleges a violation of **Articles 22, 26 and all others that apply**, claiming that the Employer failed to post for bid three vacated 22.3 jobs at the East Petersburg, PA Center. Such jobs should be posted for bid.
- N-09-319: 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-09-322: Local 118 v. UPS, Rochester, NY
On behalf of **Zack Ochs**, Union alleges a violation of **Article 22, Section 3**, claiming that when 22.3 jobs become vacant, UPS is not allowing other employees to fill the vacancies. Instead, the Company states that said jobs are moved to other locations and won't let the Union or employees know the new locations.
- N-09-323: Local 901 v. UPS, San Juan, PR
On behalf of **all affected employees**, Union alleges a violation of **Article 42 and all others that apply**,

claiming UPS has not provided employees polo shirts in compliance with Article 25, Section C of the Supplemental Agreement.

- N-09-324: Local 597 v. UPS, South Barre, VT
On behalf of **all affected employees**, Union alleges that the Company violated **Article 22, Section 3, Article 38, Section 1 and all others that apply**, claiming movement and/or transfer of 22.3 full-time jobs with no notification or required review of job transfer [pilot case].
- N-09-325: Local 294 v. UPS, Albany, NY
On behalf of **William Jennings**, Union alleges that the Company violated **Article 17**, claiming grievant attended class required to do his job but was not compensated.
- N-09-336: 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-09-345: Local 449 v. UPS, Buffalo, NY
On behalf of all **affected employees**, Union alleges a violation of **Article 22, Section 3**, claiming that the Employer will not fill one vacated full-time Article 22.3 position and will not provide any information on such jobs as requested.
- N-10-03: Local 769 v. UPS, North Miami, FL
On behalf of **all affected employees**, Union alleges that the Company violated the contract by the elimination of an **Article 22, Section 3** job.
- N-10-05: Local 769 v. UPS, North Miami, FL
On behalf of **Doy Ogden**, Union alleges a violation of the contract and requests that the Company post and fill the vacant **Article 22, Section 3** position.
- N-10-06: Local 519 v. UPS, Knoxville, TN
On behalf of **Becky Cole**, Union alleges a violation of Article 6, Section 4. The Company implemented EDS and IDS machines and cut 50% of the revenue recovery work force as a direct result, without notification or negotiation.

- N-10-07: Local 480 v. UPS, Nashville, TN
On behalf of **Danny Spies**, Union alleges that the Company is violation of **Article 22, and all others that apply**. Keith Volkman's job was a permanently vacated position but was not posted on the first Monday after it was vacated and did not remain posted for two (2) calendar weeks. A successful bidder was not placed into that job on the first Monday following the bid coming down.
- N-10-12: Local 693 v. UPS, Binghamton, NY
On behalf of **Steve Crawford**, Union alleges that the Company violated **Articles 36, 37 and 4**, claiming that grievant has been over supervised and continuously harassed.
- N-10-14: UPS v. Local 177, Secaucus, NJ
The Company alleges that **Business Agent Bill Gibbs** violated **Articles 24 and 37** when he directed the workforce, derailed the grievance procedure and verbally accosted a UPS manager.
- N-10-15: Local 453 v. UPS, Cumberland, MD
On behalf of **all affected employees**, Union alleges a violation of **Articles 17, 34, MOU 61 and all others that apply**. The Company has withheld \$0.35 of the 8/1/09 GWI to recoup surcharges paid to the Southwestern Pennsylvania, Western Maryland Area Teamsters & Employers Pension Fund.
- N-10-16: Local 391 v. UPS, Raleigh, NC
On behalf of **Dan Carrel, et al.**, Union alleges that the Company is in violation of **Article 22 and all others that apply**. There have been three (3) vacancies of 22.3 Full-Time Inside positions which the Company has not filled. The Union requests that the Company post these jobs for bid in the Raleigh Hub.
- N-10-21: Local 177 v. UPS, Hillside, NJ
On behalf of **John Summers**, Union alleges a violation of **Article 10, Sections 1 and 2**. The Company has been successful in reaching an agreement with the customer to recoup these monies and yet is unreasonably looking for reimbursement from the driver. A reasonable person would have collected the first check.

- N-10-28: Local 509 v. UPS, Cayce, SC
On behalf of **John Gentner**, Union alleges that the Company violated **Article 3, Section 7** by not maintaining sufficient staffing; and Supervisors performed bargaining unit work (4/13/09).
- N-10-29: Local 509 v. UPS, Cayce, SC
On behalf of **John Gentner**, Union alleges that the Company violated **Article 3, Section 7** by not maintaining sufficient staffing; and Supervisors performed bargaining unit work (4/29/09).
- N-10-62: Local 61 v. UPS, Asheville, NC
On behalf of **Dewayne Whitener**, Union alleges that the Company is violation of **Article 22, 3 and all others that apply**, claiming management has failed to fill the vacancy of retired 22.3 employee (Brenda Poole).
- N-10-63: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges a violation of **Article 3**. UPS utilized Metro Philadelphia drivers to perform local Feeder work within Local 177 jurisdiction. In addition, Local 177 Feeder drivers were laid off (4/7/09).
- N-10-64: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges a violation of **Article 3**. UPS utilized Metro Philadelphia drivers to perform local Feeder work within Local 177 jurisdiction. In addition, Local 177 Feeder drivers were laid off (4/9/09).
- N-10-65: Local 177 v. UPS, Hillside, NJ
On behalf of **Jim Polbos**, Union alleges a violation of **Article 26**, claiming UPS put a scheduled load on train when bargaining unit employees were available.
- N-10-66: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges a violation of **Article 3**. UPS utilized Metro Philadelphia drivers to perform local Feeder work within Local 177 jurisdiction. In addition, Local 177 Feeder drivers were laid off (9/25/09).
- N-10-67: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges a violation of **Article 3**. UPS utilized Metro

Philadelphia drivers to perform local Feeder work within Local 177 jurisdiction. In addition, Local 177 Feeder drivers were laid off (9/30/09).

- N-10-68: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges a violation of **Article 3**. UPS utilized Metro Philadelphia drivers to perform local Feeder work within Local 177 jurisdiction. In addition, Local 177 Feeder drivers were laid off (10/1/09).
- N-10-69: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges a violation of **Article 3**. UPS utilized Metro Philadelphia drivers to perform local Feeder work within Local 177 jurisdiction. In addition, Local 177 Feeder drivers were laid off (10/2/09).
- N-10-70: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges a violation of **Article 3**. UPS utilized Metro Philadelphia drivers to perform local Feeder work within Local 177 jurisdiction. In addition, Local 177 Feeder drivers were laid off (10/5/09).
- N-10-71: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges a violation of **Article 3**. UPS utilized Metro Philadelphia drivers to perform local Feeder work within Local 177 jurisdiction. In addition, Local 177 Feeder drivers were laid off (10/5/09).
- N-10-72: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges a violation of **Article 3**. UPS utilized Metro Philadelphia drivers to perform local Feeder work within Local 177 jurisdiction (11/12/09).
- N-10-73: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges a violation of **Article 3**. UPS utilized Metro Philadelphia drivers to perform local Feeder work within Local 177 jurisdiction (11/25/09).
- N-10-74: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges a violation of **Article 3**. UPS utilized Metro

Philadelphia drivers to perform local Feeder work within Local 177 jurisdiction (11/30/09).

- N-10-75: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges a violation of **Article 3**. UPS utilized Metro Philadelphia drivers to perform local Feeder work within Local 177 jurisdiction (11/30/09).
- N-10-76: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges a violation of **Article 3**. UPS utilized Metro Philadelphia drivers to perform local Feeder work within Local 177 jurisdiction (11/30/09).
- N-10-77: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges a violation of **Article 3**. UPS utilized Metro Philadelphia drivers to perform local Feeder work within Local 177 jurisdiction (12/15/09).
- N-10-78: Local 177 v. UPS, Hillside, NJ
On behalf of **Darrin Brinkerhoff**, Union alleges a violation of **Article 3**. UPS utilized Metro Philadelphia drivers to perform local Feeder work within Local 177 jurisdiction (12/28/09).
- N-10-79: Local 177 v. UPS, Hillside, NJ
On behalf of **John Ryan**, Union alleges a violation of **Article 3**. UPS utilized Metro Philadelphia drivers to perform local Feeder work within Local 177 jurisdiction. In addition, Local 177 Feeder drivers were laid off (1/25/10).
- N-10-82: Local 177 v. UPS, Hillside, NJ
On behalf of **Jimmy DeJesus**, Union alleges that the Company is in violation of **Article 17**, claiming on-going pay penalties due to shortage of pay (1/3/10).
- N-10-83: Local 317 v. UPS, Syracuse, NY
On behalf of **all affected employees**, Union alleges that the Company is in violation of **Article 32**. A subcontractor was called in to change light bulbs while in the past Plant Engineering mechanics did this work (9/17/09).

- N-10-84: Local 317 v. UPS, Syracuse, NY
On behalf of **all affected employees**, Union alleges that the Company is in violation of **Article 32**. The replacement of transverse motor and reducers is work normally done by the bargaining unit. This work could have been scheduled so that bargaining unit members could have done it, but the Company used a subcontractor to avoid overtime.
- N-10-86: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges a violation of **Article 32**. UPS subcontracted bargaining unit work while qualified journeyman/maintenance mechanics were available specifically, replaced two (2) soiled ceiling tiles in Business Office #104 (1/20/10).
- N-10-88: Local 449 v. UPS, Buffalo, NY
On behalf of **all affected employees**, Union alleges a violation of **Article 22, Section 3**, claiming that the Employer will not fill five (5) vacated full-time 22.3 positions and will not provide any information on such jobs as requested.
- N-10-89: Local 449 v. UPS, Buffalo, NY
On behalf of **Jill Fanning**, Union alleges that the Company violated **Article 22, Section 4**. Grievant was transferred from PM shift to AM shift and ordered to return to the PM shift after working on the AM shift for three (3) weeks. Part-time employees with less seniority were allowed to remain on the AM shift.
- N-10-96: Local 483 v. UPS, Boise, ID
On behalf of **all affected employees**, Union alleges a violation of **Article 22, Section 3**, claiming the Company eliminated full-time jobs guaranteed under 22.3 of the NMUPSA (9/22/08).
- N-10-176: Local 177 v. UPS, Hillside, NJ
On behalf of **Al Salvatore**, Union alleges a violation of **Articles 24 and 21**, claiming that Company is denying Local Union officer access to all buildings in the jurisdiction of Local 177 in violation of CBA and past settlement.

N-10-177: Local 177 v. UPS, Hillside, NJ

On behalf of **all affected employees**, Union alleges a violation of **Article 17**, claiming the Company is allowing Package Car Drivers to work prior to their start time where Company is knowingly having Package Car Drivers download their DIADs (ED) on personal time. Union seeks immediate cease and desist and all monies due.

N-10-179: Local 177 v. UPS, Hillside, NJ

On behalf of **all affected employees**, Union alleges that the Company violated **Articles 26 and 32**, claiming subcontractors performed bargaining unit work (7/3/09).

EAST

- N-10-184: Local 992 v. UPS, Hagerstown, MD
On behalf of **William Buzzerd**, Union alleges that the Company violated **Article 10, Section 2**. On 12/1/08 and 12/8/08, grievant delivered two (2) C.O.D. packages to the same consignee and collected regular checks for each of the packages. The Company received C.O.D. Exception notices for the packages and the checks bounced due to "non-sufficient funds." The packages were shipped via UPS Worldwide. Neither the packages nor the labels were ever recovered. The Company maintains the labels would have shown and required payments to be certified funds, and is requiring that the grievant pay any amount not recovered from the consignee.
- N-10-185: Local 61 v. UPS, Asheville, NC
On behalf of **Richard Frye**, Union alleges that the Company is in violation of **Article 3, Section 7** claiming Supervisors working.
- N-10-186: Local 639 v. UPS, Washington, DC
On behalf of **Alan Hannen**, Union alleges that the Company is in violation of **Articles 26, 32 and all others that apply**, claiming the Company is subcontracting bargaining unit work. Company used a subcontractor to perform work that in the past has always been done by brown shirts [6/15/09 and 6/16/09].
- N-10-187: Local 639 v. UPS, Washington, DC
On behalf of **Alan Hannen**, Union alleges that the Company is in violation of **Articles 26, 32 and all others that apply**, claiming the Company is subcontracting bargaining unit work. Company used a subcontractor to perform work that in the past has always been done by brown shirts [6/22/09].
- N-10-188: Local 326 v. UPS, New Castle, DE
On behalf of **all affected employees**, Union alleges that the Company violated **Article 1, Section 2 and Article 3, Section 7**, claiming supervisors are doing bargaining unit work. The Company is had has been using supervisors to do bargaining unit work by

progressing packages and effectuating delivery at a company named Curascript.

- N-10-189: Local 901 v. UPS, San Juan, PR
On behalf of **Elroy Donovan**, Union alleges that the Company violated **Article 7 and all others that apply**, claiming grievant was a on a Worker's Compensation license and the Company discharged him.
- N-10-190: Local 177 v. UPS, Hillside, NJ
On behalf of **Kulonnde Chapman**, Union alleges that the Company is in violation of **Article 7 and all others that apply**, claiming grievant should remain on the payroll for 4/22/10 and 4/23/10 without loss of pay due to no cardinal infraction.
- N-10-191: Local 177 v. UPS, Hillside, NJ
On behalf of **Martin Molina**, Union alleges that the Company is in violation of **Article 17**, claiming grievant is owed 26 penalties under Article 17 of the CBA.
- N-10-192: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges that the Company violated **Article 32**, of the CBA.
- N-10-193: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected Preload employees**, Union alleges that the Company violated provisions of **Article 6, Section 1**.
- N-10-194: Local 177 v. UPS, Hillside, NJ
On behalf of **Walter Morton**, Union alleges a violation of **Article 32**, claiming the Company subcontracted bargaining unit work (6/3/09).
- N-10-195: Local 177 v. UPS, Hillside, NJ
On behalf of **Walter Morton**, Union alleges a violation of **Article 32**, claiming the Company subcontracted bargaining unit work (3/31/10).
- N-10-196: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges that the Company violated **Article 2, Section 2**, with respect to NGC Case N-159-09 which was deadlocked and scheduled for arbitration. Company is now denying the

Union its right to select what it considers to be the better of two languages.

N-10-197: Local 177 v. UPS, Hillside, NJ

On behalf of **John Matts**, Union alleges a violation of **Article 38, Section 1**. The Company says BBRNJ was a Change of Operations when in reality it was a transfer of drivers to Edison list.

N-10-198: Local 177 v. UPS, Hillside, NJ

On behalf of **Neil Russo**, Union alleges that the Company violated **Articles 4, 37 and all others that apply**. Shop Steward Russo was threatened, intimidated and coerced by the violent behavior and actions of Supervisor Jesus Pavon when he kicked open the office door, challenged him to fight and remove him from the property if he did not pull his route.

N-10-199: Local 901 v. UPS, San Juan, PR

On behalf of **Rafael Russe**, Union alleges a violation of **Article 10**, claiming that the Company has requested the grievant to pay \$30,525.00 to cover a lost package.

N-10-200: Local 804 v. UPS, Long Island City, NY

On behalf of **Hector Chang**, Union alleges that the Company is in violation of **Article 17**, claiming grievant did not receive his grievance pay within 10 days of the settlement.

WEST

- N-10-201: Local 70 v. UPS, Oakland, CA
On behalf of **all affected employees**, Union alleges that the Company is in violation of **Article 3, Section 7 and all others that apply**, claiming supervisor working during a layoff. UPS is violating employees' contractual rights by working supervisors while employees are laid off.
- N-10-202: Local 70 v. UPS, Oakland, CA
On behalf of **all affected employees**, Union alleges that the Company is in violation of **Article 8 and all others that apply**, over release of medical information.
- N-10-203: Local 2 v. UPS, Missoula, MT
On behalf of **Jim Scollard, et al.**, Union alleges a violation of **Article 38**, claiming that the Company unilaterally changed Feeder operations by moving grievant Scollard's bid run from Bozeman, MT to Billings, MT (5/18/09 and ongoing).
- N-10-204: Local 2 v. UPS, Missoula, MT
On behalf of **Jim Scollard, et al.**, Union alleges that the Company is in violation of **Article 38**. Butte driver ran out of Bozeman, MT to Idaho Falls and finished work in Bozeman. Grievant was available as a Bozeman driver for the work (9/1/09).
- N-10-205: Local 396 v. UPS, Covina, CA
On behalf of **all affected employees**, Union alleges that the Company violated **Article 22.3 and all others that apply**, by neglecting to post for bid vacated 22.3 combination jobs pursuant to the CBA.
- N-10-206: Local 63 v. UPS, Rialto, CA
On behalf of **all affected employees**, Union alleges that the Company violated **Articles 1, 26 and 32**, claiming Flat Floor and Empty Trailers were subcontracted during Peak Season 2009.
- N-10-207: Local 63 v. UPS, Rialto, CA
On behalf of **all affected employees**, Union alleges that the Company violated **Articles 1, 26 and 32**, claiming loaded trailers were subcontracted out of

Ontario during Peak Season 2009 with drivers available
in Package.

WESTERN REGION SUPPLEMENT

- N-10-208: Local 63 v. UPS, Rialto, CA
On behalf of **Brandon Gilmore**, Union alleges that the Company is in violation of **SWPR Section 25 and all others that apply**, claiming grievant should have comprehensive basic medical coverage while on long term disability.
- N-10-209: Local 162 v. UPS, Portland, OR
On behalf of **all affected employees**, Union alleges a violation of **Article 23 WRSA and Article 1 (JC 37)**, claiming the Company worked Peak Season helpers in violation of the CBA during Peak Season 2008 and 2009.
- N-10-210: Local 162 v. UPS, Portland, OR
On behalf of **David Sutton**, Union alleges a violation of **Article 4 WRSA, and Article 6 (JC 37)**, claiming the Company knowingly violated grievant's high seniority standing.
- N-10-211: Local 104 v. UPS, Phoenix, AZ
On behalf of **H. Sillik**, Union alleges that the Company is in violation of **Southwest Package Rider, Section 11**, as it relates to time and mileage for commuting to another center. The Company has failed to compensate grievant in accordance with the CBA and fails to live up to the agreed settlement of the Satellite Centers.
- N-10-212: Local 104 v. UPS, Phoenix, AZ
On behalf of **Kelly Greer**, Union alleges that the Company is in violation of **Southwest Package Rider, Section 1, 10 and WRT 4**, as it relates to time and mileage for commuting to another center. The Company knowingly violated grievant when they knowingly used a junior employee in violation of the CBA in an effort to circumvent having to pay grievant OT for work performed on a Saturday(s).
- N-10-213: Local 104 v. UPS, Phoenix, AZ
On behalf of **Antelmi**, Union alleges that the Company is in violation of **Southwest Package Rider, Addendum #1**, as it relates to time and mileage for commuting to another center. The Company has failed to compensate grievant appropriately and is not correctly applying the language contained in the CBA.

NOR-CAL

N-10-214: Local 70 v. UPS, Oakland, CA

On behalf of **all affected employees**, Union alleges a violation of **Articles 3, 7, 17 and 22**, claiming extra work (22.3) versus part-time. Company is violating employees' contractual rights by sending them home in 8 hours - can't complete work or do extra work.

N-10-215: Local 70 v. UPS, Oakland, CA

On behalf of **Ken Wong**, Union alleges a violation of **Article 3 and Article 17**, by violating grievant's seniority rights for a start time.

SAFETY AND HEALTH COMMITTEE

CASES CARRIED OVER:

- N-09-42: 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-09-237: 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-09-244: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges a violation of **Article 18**. While performing an OJS, the Company allows drivers to park illegally, compromising his safety and also the safety of the public.
- N-09-348: 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-10-102: Local 760 v. UPS, Yakima, WA
On behalf of **Colleen Riel**, Union alleges that the Company violated **Article 16, Section 3.3**, when it sent grievant for treatment outside the five-day contractual window.
- N-10-103: Local 952 v. UPS, Orange, CA
On behalf of **Ty Hunter**, Union alleges a violation of **Article 18, Section 1**, claiming supervisors are directing drivers to park illegally.
- N-10-105: Local 170 v. UPS, Worcester, MA
On behalf of **Bob Ryan, et al.**, Union alleges a violation of **Article 18, Section 1 and NES Article 47, Section 1**. On or about 9/24/09 the Company issued a

memo lowering the heat in the buildings to 45 degrees without negotiating with the Union, thus changing working conditions and standards.

- N-10-109: Local 177 v. UPS, Hillside, NJ
On behalf of **William Harcarik**, Union alleges a violation of **Article 18**, claiming safety goggles are a safety concern.
- N-10-110: Local 174 v. UPS, Tukwila, WA
On behalf of **all affected employees**, Union alleges that the Company is in violation of **Article 18**, claiming unsafe/unhealthy working conditions.
- N-10-111: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges that the Company is in violation of **Article 18**, claiming CHSP Committee scope of responsibility expanded/mentor program.
- N-10-120: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges a violation of **Article 18 and all others that apply**, claiming Supervisor Tom Kaminskis violated the CBA.
- N-10-121: Local 150 v. UPS, Sacramento, CA
On behalf of **Hernandez**, Union alleges that the Company is in violation of **Article 44, Section 2.3**, handling of over 70 pound packages.
- N-10-124: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges that the Company is in violation of **Articles 18, 47 and all others that apply**, with respect to health, safety and climate conditions as a result of the thermostat set points at 45 degrees Fahrenheit for occupied and 40 degrees Fahrenheit for unoccupied areas.
- N-10-127: Local 177 v. UPS, Hillside, NJ
On behalf of **Laura Proano**, Union alleges a violation of **Article 14**, claiming that the Company is not acting in a timely manner to provide an accommodation for grievant.
- N-10-128: Local 480 v. UPS, Nashville, TN
On behalf of **Steve Odom**, Union alleges a violation of

Article 18, Section 8 and all others that apply.

Article 18, Section 8 allows for transistor radios in package cars and states that transistor radios will be allowed in package cars.

- N-10-129: Local 519 v. UPS, Knoxville, TN
On behalf of **all affected employees**, Union alleges a violation of **Article 18, Section 6 and all others that apply**, claiming a change of practice by the Company to lower building temperature from 54 degrees Fahrenheit to 40 degrees Fahrenheit.
- N-10-130: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges a violation of **Article 18**, claiming that the Company knowingly put employees' health and safety in danger by having them work by door numbers 233, 240, 248 and 252 that were removed from service on 1/26/10 by the Secaucus Building Inspector.
- N-10-131: UPS v. Local 25, Norwood, MA
Company alleges a violation of **Article 18, Preamble, Section 4 and all others that apply**, claiming that the Union is banning all members from involvement in the Joint Health and Safety Committee(s).
- N-10-183: Local 251 v. UPS, East Providence, RI
On behalf of **Timothy Arneson**, Union alleges that the Company is in violation of **Article 14, Section 3**. Grievant is requesting a reasonable accommodation due to his disability (multiple sclerosis).

NEW CASES:

- N-10-216: Local 162 v. UPS, Portland, OR
On behalf of **all affected employees**, Union alleges that the Company is in violation of **Article 18 and all others that apply**, because of the lack of defibrillators in UPS facilities.
- N-10-217: Local 294 v. UPS, Albany, NY
On behalf of **all affected employees**, Union alleges a violation of **Article 14, Section 3**, claiming that the Company is giving reasonable accommodations for one employee but not for the others.

- N-10-218: Local 177 v. UPS, Hillside, NJ
On behalf of **Jose Soriano**, Union alleges a violation of **Article 20, Section 2 and all others that apply**, claiming that the Company is refusing to abide by the contract language applicable to the employee's return to work from medical leave of absence.
- N-10-219: Local 177 v. UPS, Hillside, NJ
On behalf of **Kevin Nelson**, Union alleges a violation of **Article 20**, claiming that the Company is not adhering to the Third Doctor procedure.
- N-10-220: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges a violation of **Article 18**, claiming that the Company is compromising the safety of its drivers by not providing them with the necessary tools for inclement weather.
- N-10-221: Local 177 v. UPS, Hillside, NJ
On behalf of **Mark Howard**, Union alleges a violation of **Article 14, Section 3**, claiming the Company failed to provide grievant with ADA accommodation (4/5/10 to 4/9/10 and 5/10/10 to 5/14/10).
- N-10-222: Local 177 v. UPS, Hillside, NJ
On behalf of **Jose Rivera**, Union alleges that the Company violated **Article 20, Section 3**, claiming grievant has the right to use the third doctor procedure.
- N-10-223: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges a violation of **Article 18 and all others that apply**, claiming the Company is maintaining an unsafe working condition (4/27/10 and ongoing).
- N-10-224: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected Journeymen Maintenance Mechanics**, Union alleges a violation of **Article 18 and all others that apply**. The Company is knowingly and purposely creating an unsafe work condition by not removing tug "5" from service and repairing it. Mechanics insist there is ongoing problem, Gene (Supervisor) states there is no problem.

- N-10-225: Local 177 v. UPS, Hillside, NJ
On behalf of **Neil Russo, et al.**, Union alleges a violation of **Article 18 and all others that apply.** The Company is violating the safety and well-being of all affected employees based on their decision to keep Supervisor Jesus Pavon in the Company's operations of work with bargaining unit employees.
- N-10-226: Local 480 v. UPS, Nashville, TN
On behalf of **Jeffrey Daniels**, Union alleges that the Company is in violation of **Article 20, 17, 37 and all others that apply.** Grievant obtained a valid DOT medical Examiner's certificate in July 2007 and again in July 2009 from a doctor designated and authorized to perform such DOT exams has been denied his contractual right to perform his bid work in the Package Car classification. The DOT/FMCSA has rendered a decision clearing him to drive, yet the Company refuses to return him to his Package Car classification. The Company is now attempting to enforce additional requirements that are not consistent with the facts that were presented and ruled on by the NGC and the FMCSA/DOT.
- N-10-106: Local 162 v. UPS, Portland, OR
On behalf of **Christmann, Crooks, Fulton, Zisa, Wells, et al.**, Union alleges a violation of **Article 18 and all others that apply**, claiming that the Company is not installing anti-fatigue mats in areas with metal grating (**RE-DOCKETED**).
- N-10-227: Local 959 v. UPS, Anchorage, AK
On behalf of **Sean Reddish**, Union alleges that the Company is in violation of **Article 20, Section 4 and Article 14, Section 4.** Grievant is a driver who was performing inside work due to a temporary disability. The Company removed him from his inside work and will not negotiate an accommodation.

PREMIUM SERVICES COMMITTEE

CASES CARRIED OVER:

- N-09-57: 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-09-58: 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-09-59: 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-09-69: 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-09-258: Local 992 v. UPS, Hagerstown, MD
On behalf of **Brett Golden**, Union alleges a violation - of **Articles 43 and 32**. On or about 9/29/08 UPS began using the "New Covenant" trucking company to perform bargaining unit Feeder Work that had been performed by the UPS Feeder Drivers dispatched out of the Hagerstown, MD UPS building. Specifically, UPS is

allowing the non-union New Covenant trucking Company to move loads from the Home Depot Distribution Center located in Hagerstown, MD to Chicago, IL and Salt Lake City, UT.

- N-09-362: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges a violation of **Articles 43 and 17**, claiming that the Company is not paying drivers to drive to and from lodging (7/25/09) [**amended 2/8/10**].
- N-09-364: 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-10-133: Local 413 v. UPS, Columbus, OH
On behalf of **Jeffrey Aliff**, Union alleges that the Company is in violation of **Article 43, Section 2**, delay time. Grievant was not paid for delay on Thursday, 6/11/09, waited 39 minutes for relay driver; on Wednesday, 6/3/09 waited 12 minutes. Tuesday, May 12, 2009 waited 80 minutes for relay driver and was paid half (40 minutes); waited for relay driver 13 minutes on Tuesday, June 9, 2009. Asking for all monies due.
- N-10-136: Local 70 v. UPS, Oakland, CA
On behalf of **Larson and Otto**, Union alleges that the Company is violating grievants' contractual rights under **Articles 17 and 43**, and request that grievants be paid for delay time.
- N-10-143: Local 63 v. UPS, Rialto, CA
On behalf of **Joe Maldonado**, Union alleges that the Company violated **Article 43 and Article 17**, claiming that grievant worked approximately 8 hours local and then went on a sleeper run without the payment of any overtime.
- N-10-144: Local 63 v. UPS, Rialto, CA
On behalf of **all affected (Phoenix layover) employees**, Union alleges a violation of **Article 43 and Article 17**, claiming that the Company is not paying work performed before and after mileage run at one and one-half times the hourly rate of pay.

N-10-182: Local 41 v. UPS, Kansas City, MO
On behalf of **Henry Gallet**, Union alleges that the Company is in violation of **Article 43**. Grievant and his partner had a breakdown on property at the beginning of their run - no trailer lights. They took it to the trailer shop where it took 65 minutes to fix. They were paid straight time for this.

NEW CASES:

N-10-228: Local 30 v. UPS, Jeannette, PA
On behalf of **all affected employees**, Union alleges a violation of **Article 43**, claiming that Mileage Runs not pulling approved loads. Company is moving unapproved loads through Article 43 language, resulting in the layoff of Feeder Drivers.

N-10-229: Local 89 v. UPS, Louisville, KY
On behalf of **Bailey and Perkinson, White and Wright, Lasseigne and Cunningham**, Union alleges a violation of **Article 43 and all others that apply**. Grievants pulled two (2) trailers back to Louisville on July 4, 2009 and are asking to be paid according to the pay scale for holiday pay.

N-10-230: Local 638 v. UPS, Minneapolis, MN
On behalf of **Daniel Hanson**, Union alleges that the Company violated Article 43, claiming any driving outside of set schedule is to be paid at time and one-half (1½) hourly wage. Annual ride took place on 10/15/09.

N-10-231: Local 63 v. UPS, Rialto, CA
On behalf of **Jim Reed**, Union alleges that the Company violated **Article 43 Guidelines and all others that apply**. Grievant's work week on the week in question consisted of an ad hoc sleeper run, at 4,298 miles and one day local upon return. The day local was paid at straight time and the Union believes it should have been paid at time and one-half.

N-10-232: Local 63 v. UPS, Rialto, CA
On behalf of **Zenzola, Whipple, Crockett, et al.**, Union alleges that the Company violated **Articles 43, 8, Section 1, and all others that apply**, claiming layover runs are improper per Article 43. Arbitrator erred in

his ruling because he does not the authority to amend or modify CBA.

N-10-233: Local 104 v. UPS, Phoenix, AZ

On behalf of **M. Nusser**, Union alleges that the Company is in violation of **Article 43, Section 2 and all others that apply**, claiming one pay after eight (8) hours off duty.

N-10-234: Local 767 v. UPS, Forest Hill, TX

On behalf of **Ralph Compton**, Union alleges that the Company is in violation of **Article 43 and all others that apply**. The Mesquite Feeder Department is moving ground loads with Premium Service drivers without offering the work to available brown drivers.

9.5

CASES CARRIED OVER:

- N-09-82: 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-09-263: Local 70 v. UPS, Oakland, CA
On behalf of **all affected employees within NorCal**, Union alleges a violation of Article 37, claiming that the Company failed to post the Opt In / Opt Out list as required by the contract.
- N-09-284: 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-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-10-168: Local 177 v. UPS, Hillside, NJ
On behalf of **Aurelio Bernales**, Union alleges a violation of **Article 37, Section 1**, claiming the Company violated the CBA.
- N-10-171: Local 533 v. UPS, Reno, NV
On behalf of **Scott Bryant**, Union alleges a violation of **Article 37, Section 1**, claiming that management has failed to post 9.5 list after being asked repeatedly (7/13/09, 7/14/09, 7/15/09 and 7/16/09).
- N-10-172: Local 533 v. UPS, Reno, NV
On behalf of **Gary Watson**, Union alleges that the Company is in violation of **Article 37, Section 1**, claiming grievant is being forced to work over 9.5

hours for three (3) or more days (Week Ending 10/17/09).

N-10-173: Local 533 v. UPS, Reno, NV
On behalf of **Gary Watson**, Union alleges that the Company is in violation of **Article 37, Section 1**, claiming grievant is being forced to work over 9.5 hours for three (3) or more days (Week Ending 10/24/09).

NEW CASES:

N-10-235: Local 70 v. UPS, Oakland, CA
On behalf of **Ignacio Munoz**, Union alleges that the Company violated **Article 37 and all others that apply**, by ongoing 9.5 violations (10/19/09) UPR 12-09-39XX.

N-10-236: Local 70 v. UPS, Oakland, CA
On behalf of **Sam Bolyard**, Union alleges that the Company violated **Article 37 and all others that apply**, by ongoing 9.5 violations (10/19/09) UPR 12-09-77WW.

N-10-237: Local 70 v. UPS, Oakland, CA
On behalf of **Chico Williams**, Union alleges that the Company violated **Article 37 and all others that apply**, by ongoing 9.5 violations (1/4/10 and ongoing) UPR 3-10-934, UPR 3-10-935; UPR 3-10-936; and UPR 3-10-937.

N-10-238: Local 70 v. UPS, Oakland, CA
On behalf of **Duran Minkler**, Union alleges that the Company violated **Article 37 and all others that apply**, by ongoing 9.5 violations (1/27/10) UPR 3-10-938.

N-10-239: Local 70 v. UPS, Oakland, CA
On behalf of **Gary Boyd**, Union alleges that the Company violated **Article 37 and all others that apply**, by ongoing 9.5 violations (10/12/09) UPR 12-09-14VV.

N-10-240: Local 70 v. UPS, Oakland, CA
On behalf of **Luis Fernandez**, Union alleges a violation of **Article 37 and all others that apply**, claiming that the Company is not honoring 9.5 rights (3/1/10) UPR 4-10-13F and UPR 4-10-15F.

N-10-241: Local 177 v. UPS, Hillside, NJ
On behalf of **Chris Joannides**, Union alleges that the

Company is in violation of **Article 37, Section 1** (6/24/09 and ongoing).

- N-10-242: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected Package Car Drivers**, Union alleges that the Company violated provisions of **Article 37, Section 1** (4/28/10 and ongoing).
- N-10-243: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected Preload employees**, Union alleges that the Company violated provisions of **Article 37, Section 1** (4/27/10 and ongoing).
- N-10-244: Local 804 v. UPS, Long Island City, NY
On behalf of **Bill Keller**, Union alleges a violation of **Article 37, Section 1(c)**, claiming that the Company failed to make a reasonable effort to reduce grievant's workday below 9.5 hours per day after letting him "Opt In." The Employer also failed to grant grievant triple time pay for hours worked in excess of 9.5 hours per day.
- N-10-245: Local 804 v. UPS, Long Island City, NY
On behalf of **Chris F. Robinson**, Union alleges a violation of **Article 37, Section 1(c)**, claiming that the Company failed to make a reasonable effort to reduce grievant's workday below 9.5 hours per day after letting him "Opt In." The Employer also failed to grant grievant triple time pay for hours worked in excess of 9.5 hours per day (3/1/10, 3/2/10, 3/3/10, 3/4/10 and 3/5/10).
- N-10-246: Local 804 v. UPS, Long Island City, NY
On behalf of **Chris F. Robinson**, Union alleges a violation of **Article 37, Section 1(c)**, claiming that the Company failed to make a reasonable effort to reduce grievant's workday below 9.5 hours per day after letting him "Opt In." The Employer also failed to grant grievant triple time pay for hours worked in excess of 9.5 hours per day (4/12/10, 4/13/10, 4/14/10, 4/15/10 and 4/16/10).
- N-10-247: Local 804 v. UPS, Long Island City, NY
On behalf of **Chris F. Robinson**, Union alleges a violation of **Article 37, Section 1(c)**, claiming that the Company failed to make a reasonable effort to reduce grievant's workday below 9.5 hours per day

after letting him "Opt In." The Employer also failed to grant grievant triple time pay for hours worked in excess of 9.5 hours per day (4/19/10, 4/20/10, 4/21/10, 4/22/10 and 4/23/10).

N-10-248: Local 804 v. UPS, Long Island City, NY

On behalf of **Julie DeSantis Mayer**, Union alleges a violation of **Article 37, Section 1(c)**, claiming that the Company failed to make a reasonable effort to reduce grievant's workday below 9.5 hours per day after letting her "Opt In." The Employer also failed to grant grievant triple time pay for hours worked in excess of 9.5 hours per day (2/8/10, 2/9/10, 2/10/10, 2/11/10 and 2/12/10).

N-10-249: Local 804 v. UPS, Long Island City, NY

On behalf of **Julie DeSantis Mayer**, Union alleges a violation of **Article 37, Section 1(c)**, claiming that the Company failed to make a reasonable effort to reduce grievant's workday below 9.5 hours per day after letting her "Opt In." The Employer also failed to grant grievant triple time pay for hours worked in excess of 9.5 hours per day.

N-10-250: Local 804 v. UPS, Long Island City, NY

On behalf of **Justin Mercurio**, Union alleges a violation of **Article 37, Section 1(c)**, claiming that the Company failed to make a reasonable effort to reduce grievant's workday below 9.5 hours per day after letting him "Opt In." The Employer also failed to grant grievant triple time pay for hours worked in excess of 9.5 hours per day.

N-10-251: Local 804 v. UPS, Long Island City, NY

On behalf of **Craig Posner**, Union alleges a violation of **Article 37, Section 1(c)**, claiming that the Company failed to make a reasonable effort to reduce grievant's workday below 9.5 hours per day after letting him "Opt In." The Employer also failed to grant grievant triple time pay for hours worked in excess of 9.5 hours per day.

N-10-252: Local 804 v. UPS, Long Island City, NY

On behalf of **Jesse Farmer**, Union alleges a violation of **Article 37, Section 1(c)**, claiming that the Company failed to make a reasonable effort to reduce grievant's workday below 9.5 hours per day after

letting him "Opt In." The Employer also failed to grant grievant triple time pay for hours worked in excess of 9.5 hours per day.

- N-10-253: Local 804 v. UPS, Long Island City, NY
On behalf of **Patrick Casas**, Union alleges a violation of **Article 37, Section 1(c)**, claiming that the Company failed to make a reasonable effort to reduce grievant's workday below 9.5 hours per day after letting him "Opt In." The Employer also failed to grant grievant triple time pay for hours worked in excess of 9.5 hours per day.
- N-10-254: Local 804 v. UPS, Long Island City, NY
On behalf of **Scott Damone**, Union alleges a violation of **Article 37, Section 1(c)**, claiming that the Company failed to make a reasonable effort to reduce grievant's workday below 9.5 hours per day after letting him "Opt In." The Employer also failed to grant grievant triple time pay for hours worked in excess of 9.5 hours per day.
- N-10-255: Local 804 v. UPS, Long Island City, NY
On behalf of **Tomas Viera**, Union alleges a violation of **Article 37, Section 1(c)**, claiming that the Company failed to make a reasonable effort to reduce grievant's workday below 9.5 hours per day after letting him "Opt In." The Employer also failed to grant grievant triple time pay for hours worked in excess of 9.5 hours per day.
- N-10-256: Local 804 v. UPS, Long Island City, NY
On behalf of **Joe Brescia**, Union alleges a violation of **Article 37, Section 1(c)**, claiming that the Company failed to make a reasonable effort to reduce grievant's workday below 9.5 hours per day after letting him "Opt In." The Employer also failed to grant grievant triple time pay for hours worked in excess of 9.5 hours per day.
- N-10-257: Local 804 v. UPS, Long Island City, NY
On behalf of **Robert Antici**, Union alleges a violation of **Article 37, Section 1(c)**, claiming that the Company failed to make a reasonable effort to reduce grievant's workday below 9.5 hours per day after letting him "Opt In." The Employer also failed to

grant grievant triple time pay for hours worked in excess of 9.5 hours per day.

- N-10-258: Local 804 v. UPS, Long Island City, NY
On behalf of **Steve Ambrosio**, Union alleges a violation of **Article 37, Section 1(c)**, claiming that the Company failed to make a reasonable effort to reduce grievant's workday below 9.5 hours per day after letting him "Opt In." The Employer also failed to grant grievant triple time pay for hours worked in excess of 9.5 hours per day (4/12/10, 4/13/10, 4/14/10, 4/15/10 and 4/16/10).
- N-10-259: Local 804 v. UPS, Long Island City, NY
On behalf of **Steve Ambrosio**, Union alleges a violation of **Article 37, Section 1(c)**, claiming that the Company failed to make a reasonable effort to reduce grievant's workday below 9.5 hours per day after letting him "Opt In." The Employer also failed to grant grievant triple time pay for hours worked in excess of 9.5 hours per day (4/19/10, 4/20/10, 4/21/10, 4/22/10 and 4/23/10).
- N-10-260: Local 804 v. UPS, Long Island City, NY
On behalf of **Steve Ambrosio**, Union alleges a violation of **Article 37, Section 1(c)**, claiming that the Company failed to make a reasonable effort to reduce grievant's workday below 9.5 hours per day after letting him "Opt In." The Employer also failed to grant grievant triple time pay for hours worked in excess of 9.5 hours per day (4/26/10, 4/27/10, 4/28/10, 4/29/10 and 4/30/10).

CSI

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.

ADD ONS

South

- N-10-261: Local 480 v. UPS, Nashville, TN
On behalf of **Mark Beaulieu**, Union alleges that the Company is violation of **Articles 17, 22, and all others that apply**. Article 48, Section 10 employees of the Southern Region Supplement in the Franklin, TN Center have vacated their jobs for various reasons. The Company did not post new permanent full-time openings immediately. The employees' job was a permanently vacated position and was not posted on the first Monday after it was vacated and did not remain posted for two (2) calendar weeks. A successful bidder was not placed in to that job on the first Monday following the bid coming down as outlined in the CBA.
- N-10-262: Local 480 v. UPS, Nashville, TN
On behalf of **all affected employees**, Union alleges that the Company is violation of **Articles 17, 22, and all others that apply**. Leo Butch Wilkerson was a full-time Air Driver/Washer combination employee assigned to the Nashville East Center. Wilkerson vacated the job because of retirement and the Company has failed to post it for bid as outlined in Articles 22.3 and 48.10 of the current bargaining agreement.
- N-10-263: Local 480 v. UPS, Nashville, TN
On behalf of **Danny Spies**, Union alleges that the Company is violation of **Articles 17, 22, and all others that apply**. Keith Volkman was hired by UPS on 7/16/94 and is now deceased. Volkman was employed in the Massman PKG Operation as a Part-Time Article 22 combination Hub/Feeder - Shifter/Washer; his separation date was 3/3/09. The Employer did not post new permanent Full-Time openings immediately. Volkman's job was a permanently vacated position and was not posted on the first Monday after it was vacated and did not remain posted for two (2) calendar weeks. A successful bidder was not placed into that job on the first Monday following the bid coming down.

CSI

N-10-264: Local 480 v. UPS, Nashville, TN

On behalf of **Vaden Wilburn**, Union alleges a violation of **Articles 1, 6, 17, 21, 23 37, and 38**, claiming the Company is subcontracting bargaining unit work.