

TEAMSTERS UNITED PARCEL SERVICE
NATIONAL GRIEVANCE COMMITTEE

DOCKET

March 6 - 11, 2011

3:00 P.M.

THE WESTIN
321 N. FORT LAUDERDALE BEACH BOULEVARD
FORT LAUDERDALE, FL 33304

CASES CARRIED OVER:

- N-07-176: Local 70 v. UPS, Oakland, CA
On behalf of **Keith Barros**, Union alleges the Company is violating **Articles 1 and 7**, by subcontracting freight.
- N-07-180: Local 767 v. UPS, Forest Hill, TX
On behalf of **all affected employees**, Union alleges the Company violated **Article 17**, claiming employees are not being paid for time spent obtaining badge required to enter UPS air operations.
- N-07-230: Local 70 v. UPS, Oakland, CA
On behalf of **all affected NorCal Locals**, Union alleges a violation of **Articles 1, 26 and 32**, claiming the Company is subcontracting UPS Mail Innovations work.
- N-08-33: Local 162 v. UPS, Portland, OR
On behalf of **all affected employees**, Union alleges a violation of **Articles 1 and 32**, claiming the Company is subcontracting work to the U.S. Postal Service.
- N-08-79: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges a violation of **Articles 1 and 32**, claiming that the Company outsourced bargaining unit work.
- N-08-104: Local 70 v. UPS, Oakland, CA
On behalf of **all affected employees**, Union alleges a violation of **Article 32**, claiming that the Company is subcontracting UPS Package work to SCS (RC 3-07-148).
- N-09-17: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges that the Company violated **Article 22** by refusing to maintain Article 22 jobs created in the Local's jurisdiction.
- N-09-37: Local 542 v. UPS, San Diego, CA
On behalf of **all affected employees**, Union alleges a violation of **Article 22, Section 3**, claiming that the Company is refusing to post permanently vacated 22.3 positions.

- N-09-39: Local 533 v. UPS, Reno, NV
On behalf of **all affected employees**, Union alleges a violation of **Article 22**, claiming that the Company should only count Package Car positions in the six-to-one ratio.
- N-09-153: Local 542 v. UPS, San Diego, CA
On behalf of **Larry Crothers**, Union alleges a violation of **Article 32**, claiming the Company is subcontracting. Union requests that the Company return the work to UPS Feeder Drivers (4/18/08 and ongoing) **REDOCKETED**.
- N-09-155: Local 693 v. UPS, Binghamton, NY
On behalf of **all affected employees**, Union alleges a violation of **Article 22, Section 3**, claiming that position #8265 was eliminated. Union is unable to find out where it went or who is now in the position.
- N-09-156: Local 355 v. UPS, Salisbury, MD
On behalf of **all affected employees**, Union alleges that the Company violated **Article 22, Section 3 and all others that apply**, and asks that vacated positions be bid and filled.
- N-09-182: Local 177 v. UPS, Hillside, NJ
On behalf of **Ray Maurer and all affected Journeymen and Maintenance Mechanics**, Union alleges a violation of **Article 32**, claiming UPS subcontracted bargaining unit work, specifically removing and replacing T Belts while qualified journeyman/maintenance mechanics were available.
- N-09-191: Local 177 v. UPS, Hillside, NJ
On behalf of **Rich Edwards**, Union alleges that the Company violated **Article 21**, claiming that Manager Joe Rooth threatened to retaliate against Shop Steward Rich Edwards if he filed a grievance.
- N-09-192: Local 177 v. UPS, Hillside, NJ
On behalf of **Rich Edwards**, Union alleges that the Company violated **Article 37**, claiming that Manager Joe Rooth continues to intimidate and harass employees.
- N-09-194: Local 177 v. UPS, Hillside, NJ
On behalf of **Rich Edwards**, Union alleges a violation of **Article 18**. The Company is putting all employees

at risk with a rogue Manager Joe Rooth in the Mount Olive Facility.

- N-09-195: Local 992 v. UPS, Hagerstown, MD
On behalf of **all affected employees**, Union alleges that the Company violated **Article 22, Section 3**. On 8/29/08 the Company failed to fill the 22.3 full-time combination vacancy at the Hagerstown, Maryland UPS building. Sister Brook Russ held the 22.3 position since 2/1/07. In August 2008 Sister Russ successfully bid and was awarded a full-time package car job vacancy that was created due to a resignation in the package classification. However, the Company failed to complete the contractual job selection procedure and post and fill the 22.3 vacancy that occurred when Sister Russ transferred to the package classification. The Company could not show that the 22.3 full-time position was moved to another UPS location. A timely grievance was filed.
- N-09-213: Local 317 v. UPS, Syracuse, NY
On behalf of **all affected employees**, Union alleges a violation of **Article 22.3**, claiming UPS has failed to replace Article 22.3 jobs and is not providing info on where jobs have gone.
- N-09-217: Local 174 v. UPS, Tukwila, WA
On behalf of **Joe Rogerson**, Union alleges that the Company violated **Article 3, Section 7**, claiming Supervisor is performing bargaining unit work.
- N-09-218: Local 70 v. UPS, Oakland, CA
On behalf of **all affected employees within NorCal**, Union alleges a violation of **Article 22 and all others that apply**, claiming that the Company is not replacing Article 22.3 jobs.
- N-09-222: Local 63 v. UPS, Rialto, CA
On behalf of **all affected employees**, Union alleges the Company violated **Article 22, Section 3 and all others that apply**, claiming that 22.3 combination jobs have vacated and have not been filled. The Company has refused to maintain the number of 22.3 jobs negotiated in the two previous contracts. The Union believes there is liability on the Company for the time the jobs remain vacant and the work continues to be performed by part-timers.

- N-09-223: Local 278 v. UPS, San Francisco, CA
On behalf of **Encarnilo Mauricio**, Union alleges a violation of **Article 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-09-313: 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-09-345: Local 449 v. UPS, Buffalo, NY
On behalf of **all affected employees**, Union alleges a violation of **Article 22, Section 3**, claiming that the Employer will not fill one vacated full-time Article 22.3 position and will not provide any information on such jobs as requested.
- N-10-03: Local 769 v. UPS, North Miami, FL
On behalf of **all affected employees**, Union alleges that the Company violated the contract by the elimination of an **Article 22, Section 3** job.
- N-10-05: Local 769 v. UPS, North Miami, FL
On behalf of **Doy Ogden**, Union alleges a violation of the contract and requests that the Company post and fill the vacant **Article 22, Section 3** position.

- N-10-06: Local 519 v. UPS, Knoxville, TN
On behalf of **Becky Cole**, Union alleges a violation of **Article 6, Section 4**. The Company implemented EDS and IDS machines and cut 50% of the revenue recovery work force as a direct result, without notification or negotiation.
- N-10-07: Local 480 v. UPS, Nashville, TN
On behalf of **Danny Spies**, Union alleges that the Company is violation of **Article 22, and all others that apply**. Keith Volkman's job was a permanently vacated position but was not posted on the first Monday after it was vacated and did not remain posted for two (2) calendar weeks. A successful bidder was not placed into that job on the first Monday following the bid coming down.
- N-10-12: Local 693 v. UPS, Binghamton, NY
On behalf of **Steve Crawford**, Union alleges that the Company violated **Articles 36, 37 and 4**, claiming grievant has been over supervised and continuously harassed.
- N-10-16: Local 391 v. UPS, Raleigh, NC
On behalf of **Dan Carrel, et al.**, Union alleges that the Company is in violation of **Article 22 and all others that apply**. There have been three (3) vacancies of 22.3 Full-Time Inside positions which the Company has not filled. The Union requests that the Company post these jobs for bid in the Raleigh Hub.
- N-10-62: Local 61 v. UPS, Asheville, NC
On behalf of **Dewayne Whitener**, Union alleges that the Company is violation of **Article 22, 3 and all others that apply**, claiming management has failed to fill the vacancy of retired 22.3 employee (Brenda Poole).
- N-10-88: Local 449 v. UPS, Buffalo, NY
On behalf of **all affected employees**, Union alleges a violation of **Article 22, Section 3**, claiming that the Employer will not fill five (5) vacated full-time 22.3 positions and will not provide any information on such jobs as requested.
- N-10-89: 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-10-177: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges a violation of **Article 17**, claiming the Company is allowing Package Car Drivers to work prior to their start time where Company is knowingly having Package Car Drivers download their DIADs (ED) on personal time. Union seeks immediate cease and desist and all monies due.
- N-10-185: Local 61 v. UPS, Asheville, NC
On behalf of **Richard Frye**, Union alleges that the Company is in violation of **Article 3, Section 7** claiming Supervisors working.
- N-10-188: 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 has been using supervisors to do bargaining unit work by progressing packages and effectuating delivery at a company named Curascript.
- 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-10-194: 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-10-197: 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 the Company has requested that the grievant pay \$30,525.00 to cover a lost package.
- 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-10-261: 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 employee'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 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.

N-10-267: Local 70 v. UPS, Oakland, CA

On behalf of **all affected employees**, Union alleges the Company violated **Articles 1, 26 and 32**, by subcontracting to the U.S. Post Office. The Company is violating contractual rights by making a deal with U.S. Post Office and refusing to provide information [RC 4-10-018; UPR 3-10-714].

- N-10-269: Local 174 v. UPS, Tukwila, WA
On behalf of **all affected employees**, Union alleges that the Company is in violation of **Article 38 and Article 22, Section 3**, by implementing a Change of Operations, the elimination of the Seattle Night Sort, including the elimination of 51 Article 22.3 jobs.
- N-10-272: Local 964 v. UPS, Brook Park, OH
On behalf of **all affected employees**, Union alleges the Company is in violation of **Article 34, Section 1**. Part-time employees who don't reach the 750 hours of work do not receive any pro-rata pension as defined in Article 34, Section 1. The Union requests that the Company make contributions for all Part-Time employees who have worked at least 375 hours in any year, in accordance with the Contract.
- N-10-273: Local 326 v. UPS, New Castle, DE
On behalf of **all affected employees**, Union alleges a violation of **Article 22, Section 3 and all others that apply**, claiming that the Company has failed to post a vacated 22.3 position.
- N-10-274: Local 633 v. UPS, Manchester, NH
On behalf of **all affected Package Car/Feeder employees**, Union alleges a violation of **Articles 1, 7 and 32**, claiming that the Company is subcontracting work via Ross Express.
- N-10-275: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges a violation of **Articles 1 and 32**, claiming the Company is utilizing non-bargaining unit employees to process post cards.
- N-10-276: Local 693 v. UPS, Binghamton, NY
On behalf of **Steve Crawford**, Union alleges a violation of **Article 37, Section 4, Article 7, and Article 36**, claiming grievant has been over-supervised and continuously harassed.
- N-10-278: Local 294 v. UPS, Albany, NY
On behalf of **Chris Houck**, Union alleges a violation of **Article 17**, claiming grievant was overpaid starting the Week Ending 10/27/07. Grievant told manager about overpayment on 10/27/07; Company started taking back overpayment the Week Ending 5/20/10.

- N-10-282: Local 639 v. UPS, Washington, DC
On behalf of **Martin Klapac**, Union alleges a violation of **Article 3 and all others that apply**, claiming that the Company improperly used employees of another Local Union's jurisdiction to perform work that should have been performed by Local 639 bargaining unit employees (11/29/09).
- N-10-283: Local 639 v. UPS, Washington, DC
On behalf of **Martin Klapac**, Union alleges a violation of **Article 3 and all others that apply**, claiming that the Company improperly used members of another Local Union's jurisdiction to perform work that should have been performed by Local 639 bargaining unit members (12/6/09).
- N-10-284: Local 449 v. UPS, Buffalo, NY
On behalf of **all affected employees**, Union alleges a violation of **Article 22, Section 3**, claiming that the Company will not fill five (5) vacated full-time 22.3 positions and will not provide any information on such jobs as requested.
- N-10-285: Local 294 v. UPS, Albany, NY
On behalf of **Shawn Nolan**, Union alleges a violation of **Article 3**, claiming Supervisors worked in violation of contract (5/6/10).
- N-10-286: Local 294 v. UPS, Albany, NY
On behalf of **Shawn Nolan**, Union alleges a violation of **Article 3**, claiming Supervisors worked in violation of contract (5/7/10).
- N-10-287: Local 294 v. UPS, Albany, NY
On behalf of **Shawn Nolan**, Union alleges a violation of **Article 3**, claiming Supervisors worked in violation of contract (6/1/10).
- N-10-288: Local 294 v. UPS, Albany, NY
On behalf of **Shawn Nolan**, Union alleges a violation of **Article 3**, claiming Supervisors worked in violation of contract (6/3/10).
- N-10-289: Local 294 v. UPS, Albany, NY
On behalf of **Shawn Nolan**, Union alleges a violation of **Article 3**, claiming Supervisors worked in violation of contract (8/3/10).

N-10-295: Local 449 v. UPS, Buffalo, NY

On behalf of **Gary Orser**, Union alleges the Company violated **Article 37, Section 1**. Grievant was humiliated by his manager, Paul Gennoccro, and was not treated with dignity and respect in accordance with the terms and provisions of Article 37, Section 1 (2/22/10).

N-10-297: Local 991 v. UPS, Mobile, AL

On behalf of **Keith Salmon**, Union alleges a violation of **Article 22, Section 3**. The Company claims that a 22.3 position created as an accommodation was not subject to replacement when vacated.

N-10-299: Local 480 v. UPS, Nashville, TN

On behalf of **Marion Hixon**, Union alleges that the Company violated **Article 22, Section 3**. When 22.3 (inside/inside) employee George Gilbert successfully bid and was awarded a 22.2 Shifter job, the Company failed to post and award the vacated 22.3 job of George Gilbert.

SOUTH

- N-11-01: Local 767 v. UPS, Forest Hill, TX
On behalf of **all affected employees**, Union alleges a violation of **Article 1, 26 and 32**. The Company is regularly and continually subcontracting loads from Mesquite to Jacksonville and having the same contractors bring empties back to Mesquite while seniority Feeder Drivers are laid out of classification (April 2010 and ongoing).
- N-11-02: Local 480 v. UPS, Nashville, TN
On behalf of **Maurice Key**, Union alleges a violation of **Article 17**. The Company failed to make payment on a Local settlement agreement in the prescribed time, pursuant to the CBA. Union requests all applicable Article 17 penalty payments.
- N-11-03: Local 480 v. UPS, Nashville, TN
On behalf of **Marion Hixon**, Union alleges that the Company is in violation of **Articles 22 and all others that apply**. When 22.3 Inside/Inside employee George Gilbert successfully bid and was awarded a 22.2 Shifter job, the Company failed to post and award Gilbert's vacated 22.3 job.
- N-11-04: Local 79 v. UPS, Tampa, FL
On behalf of **Dennis Seeton**, Union alleges a violation of **Articles 17 and 15**, claiming a payroll error. The Company failed to pay vacation entitlements in a timely manner.
- N-11-05: Local 79 v. UPS, Tampa, FL
On behalf of **Gus Martinez**, Union alleges that the Company is in violation of **Article 17**, claiming a payroll error. Payroll error has been corrected and paid, Article 17's are due.
- N-11-06: Local 385 v. UPS, Orlando, FL
On behalf of **Ron McCormick**, Union alleges a violation of **Article 22, Section 3** claiming the Company failed to fill vacated 22.3 job (4/5/10).

EAST

- N-11-07: Local 639 v. UPS, Washington, DC
On behalf of **Linda Barnes**, Union alleges that the Company is in violation of **Article 41, Section 2**. The Union requests that grievant's rate of pay be red circled until the delivery progression exceeds that rate, and that she be made whole for the shortage.
- N-11-08: Local 639 v. UPS, Washington, DC
On behalf of **George Brooks**, Union alleges that the Company is in violation of **Article 29**, and requests that grievant be paid for eight (8) additional hours of funeral pay.
- N-11-09: Local 639 v. UPS, Washington, DC
On behalf of **William Cooper**, Union alleges that the Company is in violation of **Article 17, Section 1, Article 29, and all others that apply**, and requests that grievant be paid funeral leave and penalty pay.
- N-11-10: Local 901 v. UPS, San Juan, PR
On behalf of **Ana Cruz**, Union alleges a violation of **Article 27, Section 7**. The Company assigned the pick up of Medtronics Co. (Juncos) on Saturday to another employee for the last three (3) years, unknown to grievant. Union requests that grievant be paid her salary every Saturday for the last three (3) years.
- N-11-11: Local 804 v. UPS, Long Island City, NY
On behalf of **George Checkers**, Union alleges that the Company violated **Article 3, Section 4 and Article 3, Section 7(b)**. Although he was on a list of available bargaining unit members to be called in if needed, grievant was denied the opportunity to work the Melville Local Sort when short-staffed and Supervisors proceeded to do bargaining unit work (10/6, 10/7 and 10/11/10).
- N-11-12: Local 355 v. UPS, Baltimore, MD
On behalf of **Barry Freeburger, et al.**, Union alleges that the Company violated **Article 22 and all others that apply**, and is requesting that all shifting work remain in the Feeder classification.

- N-11-13: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges that the Company is in violation of **Article 3, Section 7**, claiming Supervisors performed bargaining unit work (2/9/10 and 5/4/10).
- N-11-14: Local 177 v. UPS, Hillside, NJ
On behalf of **Bill Gibbs**, Union alleges that the Company is in violation of **Articles 24 and 37**, claiming that during a discharge hearing on 12/15/10 UPS Division Manager Paul Lussier invited Local 177 Business Agent Bill Gibbs into the hallway for a physical altercation.
- N-11-15: Local 804 v. UPS, Long Island City, NY
On behalf of **Marcus Moyo**, Union alleges that the Company violated **Article 3, Section 7 and all others that apply**, claiming Supervisor working in the Small Sort operation (8/16-17/10, 8/19-20/10, and 8/23-25/10).
- N-11-16: Local 804 v. UPS, Long Island City, NY
On behalf of **Trevor King**, Union alleges a violation of **Article 3, Section 7 and Article 26 (a), 5(c)**, claiming the Company violated seniority employees' rights by leaving non-seniority personnel on the clock (November 12, 15 and 22, 2010).
- N-11-17: Local 804 v. UPS, Long Island City, NY
On behalf of **Guy Exinor**, Union alleges that the Company violated **Articles 3, Sections 4 and 7(a), (b), (c) and Article 26 (a), 5(c)**, the Company violated seniority employees' rights by leaving non-seniority personnel on the clock (10/15/10 - 12/24/10).
- N-11-18: Local 804 v. UPS, Long Island City, NY
On behalf of **Guy Exinor**, Union alleges a violation of **Article 3, Section 7(a), (b), (c) and Article 26(a), 5(c)**, claiming the Company violated employees' rights by double shifting out of seniority order (11/8/10 - 12/24/10).
- N-11-19: Local 804 v. UPS, Long Island City, NY
On behalf of **Luis Sepulveda**, Union alleges a violation of **Article 3, Section 7(a), (b), (c) and Article 26 (a), 5(c)**, claiming the Company violated seniority employees' rights by leaving non-seniority personnel

on the clock (11/8-12/10; 11/15-17/10; and 11/19-22/10).

- N-11-20: Local 177 v. UPS, Hillside, NJ
On behalf of **Paul Saliani**, Union alleges a violation of **Article 37**, claiming that the Company is using Feeder Schedule as a form of intimidation and harassment.
- N-11-21: Local 804 v. UPS, Long Island City, NY
On behalf of **Nick Baldassare**, Union alleges that the Company violated **Article 3, Sections 4 and 7(a)**. On 9/8/10 P-T Supervisor Joe Williams was observed doing bargaining unit work on the Sort Aisle from 8pm-10pm. Local Sort Manager Schmidt claimed Supervisor is allowed to work at the same time as the trainee.
- N-11-22: Local 804 v. UPS, Long Island City, NY
On behalf of **Nick Baldassare**, Union alleges that the Company violated **Article 3, Sections 4 and 7(a)**. On 9/8/10, grievant observed P-T Supervisor Dave Killin doing bargaining unit work, from 8pm-9pm. Local Sort Manager Joe Schmidt denied the grievance claiming that "both are allowed to work at the same time when training."
- N-11-23: Local 804 v. UPS, Long Island City, NY
On behalf of **Paul Ponticiello**, Union alleges that the Company violated **Article 3, Sections 4 and 7(b)**. On 8/18/10 between 5:15 and 6:00pm, several Supervisors were observed (by Driver Mark Sullivan and Feeder Nick Baldassare) breaking down pallets of bargaining unit work before the 6:00pm start time. Grievant was not contacted to come in early and work. Management did not "exhaust all local practices to first use bargaining unit employees, including ... early call in and overtime."
- N-11-24: Local 804 v. UPS, Long Island City, NY
On behalf of **Gajewski, Dumenko, Pedone, Dunn, Zaragoza, Duross, Le Claire, Monroig and Baietto**, Union alleges that the Company violated **Articles 26, 32, 13 and Article 3, Sections 4 and 7(a)**.
- N-11-25: Local 804 v. UPS, Long Island City, NY
On behalf of **Nick Baldassare**, Union alleges that the Company violated **Article 3, Sections 4 and 7(a)**. On

9/8/10, P-T Supervisor Joe Williams was observed doing bargaining unit work on the Sort Aisle from 8pm-10pm. Local Sort Manager Schmidt claimed Supervisor is allowed to work at the same time as the trainee.

- N-11-26: Local 804 v. UPS, Long Island City, NY
On behalf of **Nick Baldassare**, Union alleges that the Company violated **Article 3, Sections 4 and 7(a)**. P-T Supervisor Dave Killen was observed doing bargaining unit work in Bay 77 in the "Purple" area, from 8pm-9pm. Local Sort Manager Schmidt claimed Supervisor is allowed to work at the same time as the new hire, C. Lahn (October 19-22, 2010).
- N-11-27: Local 804 v. UPS, Long Island City, NY
On behalf of **Nick Baldassare**, Union alleges that the Company violated **Article 3, Sections 4 and 7(a)**. P-T Supervisor Dan Defazio was observed doing bargaining unit work in Bay 77 in the Small Sort area, from 6pm-9:30pm. Local Sort Manager Schmidt claimed Supervisor is allowed to work at the same time as trainees T. Bender and M. Ferri (October 19-22, 2010).
- N-11-28: Local 804 v. UPS, Long Island City, NY
On behalf of **all affected employees**, Union alleges a violation of **Article 24**. The Company has failed and refused to permit Business Representatives of Local 804 to utilize still or video photography to document alleged contractual violations occurring within the facilities (ongoing since April 2010).
- N-11-29: Local 61 v. UPS, Asheville, NC
On behalf of **Andy Minton**, Union alleges that the Company violated **Articles 17 and 38**. Grievant is a cover driver who was informed after reporting to the Lenoir Center that he had to report to a satellite location. He is requesting that he be paid the difference in start times, 45 minutes, at overtime rate.
- N-11-30: Local 804 v. UPS, Long Island City, NY
On behalf of **Neal Teney**, Union alleges a violation of **Article 3, Section 7**. The Company has shuttled bargaining unit work to package car drivers without exhausting all means to use bargaining unit employees (Ongoing since 9/29/10).

- N-11-31: Local 804 v. UPS, Long Island City, NY
On behalf of **Paul Pantina**, Union alleges a violation of **Article 3, Section 7**. The Company has shuttled bargaining unit work to package car drivers without exhausting all means to use bargaining unit employees (9/30/10).
- N-11-32: Local 804 v. UPS, Long Island City, NY
On behalf of **Gary Cashin**, Union alleges a violation of **Article 3, Section 7**. The Company has shuttled bargaining unit work to package car drivers without exhausting all means to use bargaining unit employees (Ongoing since 9/29/10).
- N-11-33: Local 804 v. UPS, Long Island City, NY
On behalf of **all affected employees**, Union alleges a violation of **Article 1, 2 and 32**, claiming the Company has subcontracted work assigned to the collective bargaining unit in violation of the CBA, specifically the work of post card room clerks (Ongoing since 7/22/10).
- N-11-34: Local 804 v. UPS, Long Island City, NY
On behalf of **Dominick Lagatta**, Union alleges that the Company violated **Article 41, Section 2**. Grievant went from part-time air driver; he had achieved top pay in that classification, to full-time package driver. When he went to full-time package driver, his rate was dropped to a much lower rate and he was forced to go through a second progression rate where he remains today.
- N-11-35: Local 177 v. UPS, Hillside, NJ
On behalf of **Matthew Palestini**, Union alleges a violation of **Article 4**, claiming the Company did not afford grievant representation requested by the Union.
- N-11-36: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges a violation of **Article 37**, claiming Supervisor Kareem Gardner threatened, intimidated, harassed and coerced multiple employees in the Edison facility. Multiple grievances are attached to this filing.

- N-11-37: Local 177 v. UPS, Hillside, NJ
On behalf of **Denise Tejada**, Union alleges a violation of **Article 4**, claiming the Company is not allowing Shop Steward Denise Tejada to investigate grievances.
- N-11-38: Local 804 v. UPS, Long Island City, NY
On behalf of **all affected employees**, Union alleges that the Company is in violation of **Article 22, Section 5 and Article 6, Section 1**, by not offering part-time employees 3½ hours' work and not paying them their 3½ hour guarantee.
- N-11-39: Local 804 v. UPS, Long Island City, NY
On behalf of **all affected employees**, Union alleges that the Company is in violation of **Article 41, Section 3 and Article 22, Sections 2 and 3**, by choosing to keep 22.3 In/Outside employees inside and not pay the highest inside rate.
- N-11-40: Local 177 v. UPS, Hillside, NJ
On behalf of **Art Harder**, Union alleges a violation of **Article 37**, claiming Manager Dave Acolia continues to intimidate, harass and over-supervise grievant in the performance of his duties.
- N-11-41: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges a violation of **Article 37**, claiming Manager Dave Acolia has threatened, intimidated, harassed and coerced multiple employees in the Trenton facility. Multiple grievances are attached to this filing.
- N-11-42: Local 177 v. UPS, Hillside, NJ
On behalf of **James Groben**, Union alleges a violation of **Article 17**, claiming grievant did not receive his vacation pay in a separate check.
- N-11-43: Local 177 v. UPS, Hillside, NJ
On behalf of **Mechel Alcinord**, Union alleges that the Company violated **Article 7**. Grievant should have remained on the job; he was to receive a one (1)-day suspension, but was terminated instead. Should remain working and on the payroll under Article 7, no Cardinal Infraction.

- N-11-44: Local 177 v. UPS, Hillside, NJ
On behalf of **Francis Torres**, Union alleges that the Company violated **Article 7**, claiming grievant should have remained on the job and on the payroll, not discharged, for turning off a sorting belt.
- N-11-45: Local 177 v. UPS, Hillside, NJ
On behalf of **Mechel Alcinord**, Union alleges that the Company violated **Article 37**, claiming grievant is not being treated with dignity and respect by Manager John Wallington.
- N-11-46: Local 177 v. UPS, Hillside, NJ
On behalf of **Mechel Alcinord**, Union alleges that the Company violated **Article 36**, claiming grievant is being discriminated against by Manager John Wallington.
- N-11-47: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected members**, Union alleges a violation of **Articles 26 and 32**, claiming the Company subcontracted bargaining unit work (12/15/10 [\$287.61]).
- N-11-48: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected members**, Union alleges a violation of **Articles 26 and 32**, claiming the Company subcontracted bargaining unit work (12/15/10 [\$423.85]).
- N-11-49: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected members**, Union alleges a violation of **Articles 26 and 32**, claiming the Company subcontracted bargaining unit work (12/17/10 [\$423.85]).
- N-11-50: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected members**, Union alleges a violation of **Articles 26 and 32**, claiming the Company subcontracted bargaining unit work (12/17/10 [\$287.61]).
- N-11-51: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected members**, Union alleges a violation of **Articles 26 and 32**, claiming the Company subcontracted bargaining unit work (12/17/10 [\$423.85]).

- N-11-52: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected members**, Union alleges a violation of **Articles 26 and 32**, claiming the Company subcontracted bargaining unit work (12/17/10 [\$423.85]).
- N-11-53: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected members**, Union alleges a violation of **Articles 26 and 32**, claiming the Company subcontracted bargaining unit work (12/16/10 [\$423.85]).
- N-11-54: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected members**, Union alleges a violation of **Articles 26 and 32**, claiming the Company subcontracted bargaining unit work (12/16/10 [\$423.85]).
- N-11-55: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected members**, Union alleges a violation of **Articles 26 and 32**, claiming the Company subcontracted bargaining unit work (12/22/10 [\$423.85]).
- N-11-56: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected members**, Union alleges a violation of **Articles 26 and 32**, claiming the Company subcontracted bargaining unit work (12/6/10 [\$423.85]).
- N-11-57: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected members**, Union alleges a violation of **Articles 26 and 32**, claiming the Company subcontracted bargaining unit work (12/7/10 [\$423.85]).
- N-11-58: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected members**, Union alleges a violation of **Articles 26 and 32**, claiming the Company subcontracted bargaining unit work (12/8/10 [\$423.85]).
- N-11-59: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected members**, Union alleges a violation of **Articles 26 and 32**, claiming the Company subcontracted bargaining unit work (12/14/10 [\$11.35]).

- N-11-60: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected members**, Union alleges a violation of **Articles 26 and 32**, claiming the Company subcontracted bargaining unit work (12/14/10 [\$423.85]).
- N-11-61: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected members**, Union alleges a violation of **Articles 26 and 32**, claiming the Company subcontracted bargaining unit work (12/13/10 [\$423.85]).
- N-11-62: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected members**, Union alleges a violation of **Articles 26 and 32**, claiming the Company subcontracted bargaining unit work (12/6/10 [\$317.89]).
- N-11-63: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected members**, Union alleges a violation of **Articles 26 and 32**, claiming the Company subcontracted bargaining unit work (12/7/10 [\$227.06]).
- N-11-64: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected members**, Union alleges a violation of **Articles 26 and 32**, claiming the Company subcontracted bargaining unit work (12/13/10 - 12/17/10 [\$2,633.93]).
- N-11-65: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected members**, Union alleges a violation of **Articles 26 and 32**, claiming the Company subcontracted bargaining unit work (12/10/10).
- N-11-66: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected members**, Union alleges that the Company violated **Article 32**, claiming Trailer Number FSTZ813063 was subcontracted from PARNJ to TFANJ (Grievance #50113).
- N-11-67: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected members**, Union alleges that the Company violated **Article 32**, claiming Trailer Number FSTZ811571 was subcontracted from EDINJ to NBRAIL (Grievance #48052).

- N-11-68: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected members**, Union alleges that the Company violated **Article 32**, claiming Trailer Number TBXD964854 was subcontracted from MEANJ to CHEMA (Grievance #41832).
- N-11-69: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected members**, Union alleges that the Company violated **Article 32**, claiming Trailer Number FSTZ883930 was subcontracted from MEANJ to FORNY (Grievance #42026).
- N-11-70: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected members**, Union alleges that the Company violated **Article 32**, claiming Trailer Number MECZ260324 was subcontracted from MEANJ to PARNJ (Grievance #42032).
- N-11-71: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected members**, Union alleges that the Company violated **Article 32**, claiming Trailer Number 847107 was subcontracted from MEANJ to WORMA (Grievance #50370).
- N-11-72: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected members**, Union alleges that the Company violated **Article 32**, claiming Trailer Number FSTZ813874 was subcontracted from MEANJ to CHEMA (Grievance #50395).
- N-11-73: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected members**, Union alleges that the Company violated **Article 32**, claiming Trailer Number FSTZ821151 was subcontracted from EDINJ to MEANJ (Grievance #52416).
- N-11-74: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected members**, Union alleges that the Company violated **Article 32**, claiming Trailer Number 620573 was subcontracted from MEANJ to M43NY (Grievance #53702).
- N-11-75: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected members**, Union alleges that the Company violated **Article 32**, claiming Trailer Number PKGZ885368 was subcontracted from MEANJ to HARCT (Grievance #53031).

- N-11-76: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges that the Company is in violation of **Article 6, Section 5**, claiming Package Drivers were not paid an additional fifty cents (\$0.50) per hour to train helpers.
- N-11-77: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges a violation of **Article 37, Section 1**, claiming that the Company is conspicuously posting workers' performance numbers (10/4/10 and ongoing).
- N-11-78: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges a violation of **Article 4**, claiming that the Company is reviewing the workers' performance without the shop steward being present (10/4/10 and ongoing).
- N-11-79: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges a violation of **Article 17**, claiming that the Company is reviewing the workers' performance before start time (10/4/10 and ongoing).
- N-11-80: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges a violation of **Article 6**, claiming that the Company is having workers sign off on performance reviews (10/4/10 and ongoing).
- N-11-81: Local 177 v. UPS, Hillside, NJ
On behalf of **Wayne Scragg**, Union alleges that the Company is in violation of **Article 36**. Center Manager Jeff Bossert has subjected grievant to discrimination by refusing to give him a low step truck. Bossert has given a reasonable accommodation to another driver however refuses to provide the same accommodation for grievant (Grievance #52906).
- N-11-82: Local 177 v. UPS, Hillside, NJ
On behalf of **Steven Johnson**, Union alleges that the Company is in violation of **Article 37**. Grievant is being singled out, discriminated against and harassed by Management Representatives Jim Kemp, Nat Shivers, Joe Paskas and Claudio Smilovic in regard to his personal appearance.

- N-11-83: Local 804 v. UPS, Long Island City, NY
On behalf of **all affected employees**, Union alleges a violation of **Article 22, Section 3**, claiming the Company has failed to replace and/or fill and maintain full-time 22.3 jobs.
- N-11-84: Local 804 v. UPS, Long Island City, NY
On behalf of **all affected employees**, Union alleges a violation of **Article 1, Section 2, Article 2, Section 1 and Article 32**, claiming the Company has subcontracted work assigned to the bargaining unit, specifically the work of porters.
- N-11-85: Local 804 v. UPS, Long Island City, NY
On behalf of **all affected hub employees**, Union alleges that the Company is violation of **Article 17**. Maspeth Hub employees did not receive their grievance pay within 10 days of the settlement. The Company failed to give employees penalty pay as outlined in Article 17 and has failed to respond to the grievance in question.
- N-11-86: Local 449 v. UPS, Buffalo, NY
On behalf of **all affected employees**, Union alleges a violation of **Article 22, Section 3**. The Company will not fill one vacated full-time Article 22.3 position and will not provide any information on such jobs as requested.

WEST

- N-11-87: Local 856 v. UPS, San Bruno, CA
On behalf of **all affected employees**, Union alleges a violation of **Article 32**. UPS subcontracted the bargaining unit work of printing and mailing post cards and making address corrections, on or about 6/9/10.
- N-11-88: Local 63 v. UPS, Rialto, CA
On behalf of **Arleen Ibarra**, Union alleges that the Company is in violation of **Articles 17 and 22**. Grievant came into the bargaining unit as an FDC/ODC clerk in January 2003 and kept her higher rate of pay. She transferred to a small sort job in September 2009 and the Company refused to pay her the additional dollar, and as a result has been shorting her pay every since.

NOR CAL

N-11-89: Local 2785 v. UPS, San Francisco, CA
On behalf of **Gregory Forbes**, Union alleges a violation of **Article 3, Sections 2 and 3**, claiming the Company improperly laid grievant off (May 5, 2010).

SAFETY AND HEALTH COMMITTEE

CASES CARRIED OVER:

- N-08-57: Local 385 v. UPS, Orlando, FL
On behalf of **all affected employees**, Union alleges a violation of **Articles 16 and 35**, claiming that the Company is refusing to provide pre-care and after-care and return to work documentation.
- N-09-244: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges a violation of **Article 18**. While performing an OJS, the Company allows drivers to park illegally, compromising his safety and also the safety of the public.
- N-10-105: 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 the Company is in 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-10-124: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges that the Company is in violation of **Articles 18, 47 and all others that apply**, with respect to health, safety and climate conditions as a result of the thermostat set points at 45 degrees Fahrenheit for occupied and 40 degrees Fahrenheit for unoccupied areas.
- N-10-129: Local 519 v. UPS, Knoxville, TN
On behalf of **all affected employees**, Union alleges a violation of **Article 18, Section 6 and all others that apply**, claiming a change of practice by the Company to lower building temperature from 54 degrees Fahrenheit to 40 degrees Fahrenheit.
- N-10-130: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges a violation of **Article 18**, claiming that the Company knowingly put employees' health and safety in danger by having them work by door numbers 233, 240, 248 and 252 that were removed from service on 1/26/10 by the Secaucus Building Inspector.
- N-10-183: Local 251 v. UPS, East Providence, RI
On behalf of **Timothy Arneson**, Union alleges that the Company is in violation of **Article 14, Section 3**. Grievant is requesting a reasonable accommodation due to his disability (Multiple Sclerosis).
- N-10-216: Local 162 v. UPS, Portland, OR
On behalf of **all affected employees**, Union alleges that the Company is in violation of **Article 18 and all others that apply**, because of the lack of defibrillators in UPS facilities.
- N-10-220: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges a violation of **Article 18**, claiming that the Company is compromising the safety of its drivers by not providing them with the necessary tools for inclement weather.
- N-10-221: 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-10-224: 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-10-300: Local 639 v. UPS, Washington, DC
On behalf of **Matt Nichol, et al.**, Union allege that the Company is in violation of **Article 18**, claiming it is unsafe to deny Package Car Drivers heat while on break.
- N-10-310: Local 449 v. UPS, Buffalo, NY
On behalf of **Frank Damon**, Union alleges that the Company violated **Article 18**. Part-Time Supervisor James Tubbins was driving an irregular train at a high rate of speed and such reckless behavior caused him to slam into a pole which jeopardized the safety of all the employees (1/29/10).

NEW CASES:

- N-11-90: Local 651 v. UPS, Lexington, KY
On behalf of **Blake Jenkins, William Scott Clary and Richard Haun**, Union alleges that the Company is in violation of **Article 18, Section 6**, claiming

conditions are too cold, requesting that the heat be turned on or up.

- N-11-91: Local 901 v. UPS, San Juan, PR
On behalf of **William Rivera**, Union alleges that the Company is in violation of **Article 35, Sections 4 and 10**. Grievant was terminated after failing a drug test. He went to rehab, was reinstated to his position and then failed an alcohol test by .5.
- N-11-92: Local 177 v. UPS, Hillside, NJ
On behalf of **Wayne Scragg**, Union alleges that the Company violated **Articles 14 and 20**, by refusing to work grievant although he was released by the Company doctor to work full duty.
- N-11-93: Local 63 v. UPS, Rialto, CA
On behalf of **Dave Frevert**, Union alleges that the Company is in violation of **Article 18 and all others that apply**, claiming tires on Ontario sleeper tractors are unsafe for conditions.
- N-11-94: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges a violation of **Article 18 and others that apply**. The Company knowingly and purposefully created an unsafe work area (Grievance #53902).
- N-11-95: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges a violation of **Article 18 and others that apply**. The Company knowingly and purposefully created an unsafe work area by not repairing the flooding problem in the Bound Brook auto shop (Grievance #49040).
- N-11-96: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges a violation of **Article 18 and others that apply**. The Company knowingly and purposefully created an unsafe work area by not repairing the heating system in the Bound Brook auto shop (Grievance #32305, #10058, #10059, #10060, #10061 and #10062).
- N-11-97: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges a violation of **Article 18**, claiming the Company created an unsafe work area in Edison Small Sort.

- N-11-98: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges that the Company is in violation of **Article 18**. During pre-trip inspection, Trailer No. FSTZ813063 was found to have cracked frame welds. Management was notified however the trailer was re-dispatched without the problem being reviewed or corrected by a qualified mechanic.
- N-11-99: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges that the Company is in violation of **Article 18**. During pre-trip inspection, Trailer No. FSTZ882490 was found to have expired federal inspection. Management was notified however the trailer was re-dispatched without the problem being reviewed or corrected (Grievance #50381).
- N-11-100: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges that the Company is in violation of **Article 18**. During pre-trip inspection, Trailer No. FSTZ821811 was found to have illegible registration. Management was notified however the trailer was re-dispatched without the problem being reviewed or corrected (Grievance #50386).
- N-11-101: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges that the Company is in violation of **Article 18**. During pre-trip inspection, Trailer No. MAR525113 was found to have cracked/damaged tandem slides. Management was notified however the trailer was re-dispatched without the problem being reviewed or corrected (Grievance #48059).
- N-11-102: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges that the Company is in violation of **Article 18**. During pre-trip inspection, Trailer No. FSTZ820180 was found to have cracked brake pads. Management was notified however the trailer was re-dispatched without the problem being reviewed or corrected (Grievance #50384).

- N-11-103: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges that the Company is in violation of **Article 18**. During pre-trip inspection, Trailer No. FSTZ820890 was found to have expired federal inspection. Management was notified however the trailer was re-dispatched without the problem being reviewed or corrected (Grievance #53024).
- N-11-104: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges that the Company is in violation of **Article 18**. During pre-trip inspection, Trailer No. CSZU939679 was found to have fictitious license plate. Management was notified however the trailer was re-dispatched without the problem being reviewed or corrected (Grievance #54480).
- N-11-105: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges that the Company is in violation of **Article 18**. During pre-trip inspection, Trailer No. FSTZ884370 was found to have bad license plate. Management was notified however the trailer was re-dispatched without the problem being reviewed or corrected (Grievance #54077).
- N-11-106: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges that the Company is in violation of **Article 18**. During pre-trip inspection, Trailer No. 824438 was found to have no license plate. Management was notified however the trailer was re-dispatched without the problem being reviewed or corrected (Grievance #56704).
- N-11-107: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges that the Company is in violation of **Article 18**. During pre-trip inspection, Trailer No. CFKZ826837 was found to have no license plate. Management was notified however the trailer was re-dispatched without the problem being reviewed or corrected (Grievance #51961).

- N-11-108: Local 991 v. UPS, Mobile, AL
On behalf of **Jeremy Buzbee**, Union alleges that the Company violated **Article 35, Section 3.21**, claiming grievant has not been paid for time he spent for his required after care testing.
- N-11-109: Local 991 v. UPS, Mobile, AL
On behalf of **Lori Mills**, Union alleges that the Company violated **Article 14, Section 3**, claiming grievant filed for an accommodation under ADA but the Company has not provided a position nor made an effort to provide one.
- N-11-110: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges a violation of **Article 18**, claiming the Company threatened and intimidated feeder drivers with discharge for refusing to operate unsafe equipment on public roadways.
- N-11-111: Local 822 v. UPS, Norfolk, VA
On behalf of **Mike Jacob**, Union alleges that the Company is in violation of **Article 20, Section 4**. Grievant is unable to drive a Package Car that does not have power steering; he is requesting alternative work accommodations.
- N-11-112: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges a violation of **Article 18, Preamble**, claiming the Company is putting the safety of drivers and/or the public in jeopardy.
- N-11-113: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges a violation of **Article 18, Preamble**, claiming the Company is putting its employees in an unsafe condition in Kiryas Joel.
- N-11-114: Local 177 v. UPS, Hillside, NJ
On behalf of **a Frank Jackson**, Union alleges a violation of **Article 14, Section 2**, claiming the Company did not give grievant T.A.W. (1/3/11 and ongoing).

- N-11-115: Local 177 v. UPS, Hillside, NJ
On behalf of **Rigo Luza**, Union alleges that the Company violated **Article 16, Section 6**, claiming grievant started FMLA on 6/16/10 and was paid four (4) weeks' vacation and five (5) sick days. The Company did not pay him the July 4th holiday.
- N-11-116: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges that the Company is in violation of **Article 18**, claiming unsafe work conditions exist in the workplace.
- N-11-117: Local 104 v. UPS, Phoenix, AZ
On behalf of **all affected employees**, Union alleges that the Company is in violation of **Articles 17, 18 Section 2 and all others that apply**, claiming drivers are precluded from checking CCR's on the clock.
- N-11-118: Local 177 v. UPS, Hillside, NJ
On behalf of **Wayne Scragg**, Union alleges that the Company is in violation of **Article 14**. Grievant reported for work, refused work by Center Manager Jeff Bossert. Bossert stated "he is not going to make reasonable accommodations to him by giving him a low step truck." (Grievance #52904)
- N-11-119: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges a violation of **Article 18**. The Company "ADA'd" a shifter in Tinton Falls hub without replacing. Therefore by doing so, they have created and are maintaining, an unsafe work environment.
- N-11-120: Local 177 v. UPS, Hillside, NJ
On behalf of **Everett McGregor**, Union alleges a violation of **Article 18**. The Company discharged and left grievant stranded in Chester, NY for refusing to operate unsafe equipment on the public roadway.
- N-11-121: Local 79 v. UPS, Tampa, FL
On behalf of **Bryan Sheehan**, Union alleges Company is in violation of **Articles 16 and 20**, claiming driver with seizures denied inside work.

N-11-122: Local 79 v. UPS, Tampa, FL

On behalf of **Greg West**, Union alleges the Company is in violation of **Articles 7, 35 and all others that apply**, claiming improper discharge. Point of Order: Discharged for improper reason, therefore the discharge and the discharge letter are improper.

N-11-123: Local 804 v. UPS, Long Island City, NY

On behalf of **all affected employees**, Union alleges a violation of **Article 20, Section 3**, claiming the Company has failed to mutually agree on a third (3rd) doctor within ten (10) working days (ongoing since 12/20/10).

N-11-124: Local 344 v. UPS, Milwaukee, WI

On behalf of **all affected employees**, Union alleges the Company is in violation of **Article 18**, that claiming low backed seats in tractors are serious safety concern and a violation of the Safety and Health Preamble.

PREMIUM SERVICES COMMITTEE

CASES CARRIED OVER:

- N-09-57: Local 70 v. UPS, Oakland, CA
On behalf of **all affected senior employees**, Union alleges that the Company violated **Article 43**, by not having Local 70 do the Feeder/Sleeper team run in question.
- N-09-258: Local 992 v. UPS, Hagerstown, MD
On behalf of **Brett Golden**, Union alleges a violation of **Articles 43 and 32**. On or about 9/29/08, UPS began using the "New Covenant" trucking company to perform bargaining unit Feeder Work that had been performed by the UPS Feeder Drivers dispatched out of the Hagerstown, MD UPS building. Specifically, UPS is allowing the non-union New Covenant trucking Company to move loads from the Home Depot Distribution Center located in Hagerstown, MD to Chicago, IL and Salt Lake City, UT.
- N-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-10-136: Local 70 v. UPS, Oakland, CA
On behalf of **Larson and Otto**, Union alleges that the Company is violating grievants' contractual rights under **Articles 17 and 43**, and request that grievants be paid for delay time.
- N-10-230: Local 638 v. UPS, Minneapolis, MN
On behalf of **Daniel Hanson**, Union alleges that the Company violated **Article 43**, claiming any driving outside of set schedule is to be paid at time and one-half (1½) hourly wage. Annual ride took place on 10/15/09.
- N-10-234: Local 767 v. UPS, Forest Hill, TX
On behalf of **Ralph Compton**, Union alleges that the Company is in violation of **Article 43 and all others that apply**. The Mesquite Feeder Department is moving

ground loads with Premium Service drivers without offering the work to available brown drivers.

N-10-311: Local 455 v. UPS, Denver, CO
On behalf of **Rick Mausbach, Gienek Elbaum and Robert Bernsten**, Union alleges that the Company is violation of **Article 43 and all others that apply**, claiming no paid-for seventh day worked.

N-10-314: Local 41 v. UPS, Kansas City, MO
On behalf of **Dan Michaels, et al.**, Union alleges that the Company is in violation of **Article 43**. The week ending 12/19/09 grievant worked an extra day on Monday, 12/14/09 then ran his regular job to NBA, CA. On 12/18 and 12/19, the Company asked him to run a LOU, KY to SIO, SD back to LEN, KS. The LOU, KY run was only paid at time-and-one-half. This work should have been at double time. Union requests that the Company pay double time amount for the LOU, KY and SIO, SD back to LEN, KS, plus all late penalties that would apply until check is received.

NEW CASES:

N-11-125: Local 638 v. UPS, Minneapolis, MN
On behalf of **David Nelson**, Union alleges that the Company violated **Article 43, Section 2** claiming grievant was paid straight time to fuel and wash before his scheduled start time on 7/21/10. Grievant should be paid overtime for work performed before his scheduled start time of his sleeper run.

N-11-126: Local 104 v. UPS, Phoenix, AZ
On behalf of **Mike Nusser**, Union alleges that Company violated **Article 43, Premium Service Guidelines and all others that apply**, claiming a shortage of pay for fifth day; grievant is a 4x10 layover driver.

N-11-127: Local 623 v. UPS, Philadelphia, PA
On behalf of **all affected employees**, Union alleges a violation of **Articles 17, 43, and all others that apply**. The Company failed to properly pay Team drivers for work performed on holiday. Article 43 Guidelines refer to the Supplement for Holiday pay.

- N-11-128: Local 170 v. UPS, Worcester, MA
On behalf of **all affected employees**, Union alleges a violation of **Articles 43, 47 and all others that apply**. The Company failed to pay mileage feeder drivers the paid twenty (20) minute break at the end of ten (10) hours.
- N-11-129: Local 804 v. UPS, Long Island City, NY
On behalf of **Brian Madden**, Union alleges that the Company is in violation of **Article 43**. Sleeper teams are going to the Nassau facility and Foster Avenue with a set of doubles, breaking the set and moving the loads to other facilities. It has been a long-standing past practice that the Local Feed drivers move the loads after the Sleeper Team drops them.
- N-11-130: Local 804 v. UPS, Long Island City, NY
On behalf of **Brian Madden**, Union alleges that the Company is in violation of **Article 43, and all others that apply**. The Sleeper Teams listed in this grievance worked Sunday, July 4th and were not paid double mileage for the holiday as per the Local 804 Supplemental language.
- N-11-131: Local 63 v. UPS, Rialto, CA
On behalf of **Adam Smith and Richard Jaure**, Union alleges that the Company is in violation of **Articles 43, 43 Guidelines, 17 and all others that apply**. Drivers are being paid inappropriately for work performed at the beginning of a sleeper run.
- N-11-132: Local 63 v. UPS, Rialto, CA
On behalf of **Vince Runge and Dwayne Thatcher**, Union alleges that the Company is in violation of **Article 43 and all others that apply**. Drivers are being paid for delay time at intermediate stop.
- N-11-133: Local 63 v. UPS, Rialto, CA
On behalf of **Adam Smith and Richard Jaure**, Union alleges that the Company is in violation of **Articles 43, 43 Guidelines, 17 and all others that apply**. Drivers are being paid inappropriately for work performed at the beginning of a sleeper run.
- N-11-134: Local 63 v. UPS, Rialto, CA
On behalf of **all affected employees**, Union alleges that the Company is in violation of **Articles 43, 43**

Guidelines, 17 and all others that apply, claiming drivers are not being compensated for all work performed at fuel stops.

- N-11-135: Local 767 v. UPS, Forest Hill, TX
On behalf of **Ralph Compton**, Union alleges a 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 (1/27/10).
- N-11-136: Local 767 v. UPS, Forest Hill, TX
On behalf of **Jimmy Lyon**, Union alleges a violation of **Article 43, 17 and all others that apply.** The Company did not pay grievant properly for a sixth (6th) and seventh (7th) punch. He worked two (2) days outside of his regularly scheduled Sleeper run (6/25/10).
- N-11-137: Local 177 v. UPS, Hillside, NJ
On behalf of **Ed Kouvousian and Mike Conway**, Union alleges a violation of **Article 43**, claiming Company used Sleeper Team to move local Feeder work.
- N-11-138: Local 177 v. UPS, Hillside, NJ
On behalf of **Ed Kouvousian and Mike Conway**, Union alleges a violation of **Article 43**, claiming Company used Sleeper Team to move local Feeder work.
- N-11-139: Local 177 v. UPS, Hillside, NJ
On behalf of **Bernadino Romano and Juan Montoto**, Union alleges that the Company is in violation of **Article 43**, claiming drivers were not paid for total miles driven on Sleeper Team run. All Feeder routes were taken.
- N-11-140: Local 177 v. UPS, Hillside, NJ
On behalf of **Edwin D'Alessio and Vincent Bello**, Union alleges that the Company is in violation of **Article 43**, claiming drivers were not paid hourly when diverted off route to final destination.
- N-11-141: Local 177 v. UPS, Hillside, NJ
On behalf of **Roy Santiago**, Union alleges a violation of **Article 17**, claiming grievant reported to work on time. His partner called out and he was not paid while waiting for cover driver (Week Ending 9/25/10).

- N-11-142: Local 177 v. UPS, Hillside, NJ
On behalf of **Elias Kalpouzou and Lazaros Pontidis**, Union alleges that the Company violated **Article 43**, claiming traffic delays are not being paid (November 9, 16, 17 and 23, 2010).
- N-11-143: Local 177 v. UPS, Hillside, NJ
On behalf of **John Quigley and Edwin D'Alessio**, Union alleges that the Company violated **Article 43**, claiming traffic delays are not being paid (September 24; October 1, 8 and 25; and November 24, 2010).
- N-11-144: Local 177 v. UPS, Hillside, NJ
On behalf of **Razzaq Muhammadi and Cezary Sliowski**, Union alleges that the Company violated **Article 43**, claiming traffic delays are not being paid (October 28, and November 18-19, 2010).
- N-11-145: Local 177 v. UPS, Hillside, NJ
On behalf of **Bernadino Romano and Juan Montoto**, Union alleges that the Company is in violation of **Article 43**, claiming traffic delays are not being paid (10/28/10; 11/1/10; 11/8/10; and 12/23/10).
- N-11-146: Local 177 v. UPS, Hillside, NJ
On behalf of **Elias Kalpouzou and Lazaros Pontidis**, Union alleges that the Company violated **Article 43**, claiming drivers were not paid for dispatch delay at home domicile (11/23/10).
- N-11-147: Local 177 v. UPS, Hillside, NJ
On behalf of **John Quigley and Edwin D'Alessio**, Union alleges that the Company violated **Article 43**. Drivers were not paid for on-duty time while unhooking and hooking tractor from loads to fuel at intermittent fuel stop (12/14/10).
- N-11-148: Local 177 v. UPS, Hillside, NJ
On behalf of **John Montoto and Bernadino Romano**, Union alleges that the Company violated **Article 43**, claiming drivers were not paid for fuel delays at intermittent fuel stop (12/14/10; 12/23/10 and 2/3/11).
- N-11-149: Local 177 v. UPS, Hillside, NJ
On behalf of **Razzaq Muhammadi and Cezary Sliowski**, Union alleges that the Company is in violation of **Article 43**, claiming drivers are not being paid after

two (2)-hour delay at furthest point (October 14, 18, 21 and 28, 2010).

- N-11-150: Local 177 v. UPS, Hillside, NJ
On behalf of **Bernadino Romano and Juan Montoto**, Union alleges that the Company violated **Article 43**, claiming drivers were not paid time and one-half (1-½) rate for a breakdown after restart at home domicile (2/3/11).
- N-11-151: Local 396 v. UPS, Covina, CA
On behalf of **Chris Chavez and Nolan Young**, Union alleges a violation of **Article 43, Article 43 Guidelines and all others that apply**. The Company paid Sleeper Team at the regular rate while en-route to final destination for diversion (Week of 4/17/10).
- N-11-152: Local 396 v. UPS, Covina, CA
On behalf of **Steve Wright and Phil Rennegarbe**, Union alleges a violation of **Article 43**, claiming the Company unilaterally changed Sleeper runs in violation of CBA (Week of 12/4/10; Week Ending 12/25/10)
- N-11-153: Local 396 v. UPS, Covina, CA
On behalf of **Larry Berru**, Union alleges that the Company violated **Articles 43 and 30**, when it moved hourly work, which was being satisfied by hourly drivers, to facilitate a mileage run.
- N-11-154: Local 396 v. UPS, Covina, CA
On behalf of **Terry Henderson**, Union alleges a violation of **Article 43, Article 43 Guidelines and all others that apply**, claiming the Company unilaterally stopped paying seventh (7th) day pay to Sleeper Team Drivers called in for extra work.
- N-11-155: Local 396 v. UPS, Covina, CA
On behalf of **all affected employees**, Union alleges a violation of **Articles 43 and 17**, claiming the Company unilaterally stopped paying Sleeper drivers for delays incurred while performing fuel functions at Denver hub.

9.5

CASES CARRIED OVER:

- N-09-263: Local 70 v. UPS, Oakland, CA
On behalf of **all affected employees within NorCal**, Union alleges a violation of Article 37, claiming that the Company failed to post the Opt-In/Opt-Out list as required by the contract.
- N-09-367: Local 70 v. UPS, Oakland, CA
On behalf of **Ignacio Munoz**, Union alleges a violation of **Articles 37 and 22**. UPS is violating contractual rights by not following what was negotiated for 9.5 violations (UPR-5-09-57H).
- N-09-368: Local 70 v. UPS, Oakland, CA
On behalf of **Ignacio Munoz**, Union alleges a violation of **Articles 37 and 22**. UPS is violating contractual rights by not following what was negotiated for 9.5 violations (UPR-5-09-58H).
- N-09-369: Local 70 v. UPS, Oakland, CA
On behalf of **Ignacio Munoz**, Union alleges a violation of **Articles 37 and 22**. UPS is violating contractual rights by not following what was negotiated for 9.5 violations (UPR-5-09-89F).
- N-09-398: Local 70 v. UPS, Oakland, CA
On behalf of **Ignacio Munoz**, Union alleges that the Company violated **Article 37 and all others that apply**, claiming ongoing 9.5 violations (7/2/09).
- N-10-168: 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).
- 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-10-327: Local 70 v. UPS, Oakland, CA
On behalf of **Donte Reader**, Union alleges that the Company is in violation of **Article 37 and all others that apply**, claiming ongoing 9.5 violations.
- N-10-328: Local 70 v. UPS, Oakland, CA
On behalf of **Luis Fernandez**, Union alleges that the Company is in violation of **Article 37 and all others that apply**, claiming ongoing 9.5 violations (3/15/10).
- N-10-329: Local 70 v. UPS, Oakland, CA
On behalf of **Luis Fernandez**, Union alleges that the Company is in violation of **Article 37 and all others that apply**, claiming ongoing 9.5 violations (3/22/10).
- N-10-330: Local 70 v. UPS, Oakland, CA
On behalf of **Sam Bolyard**, Union alleges that the Company is in violation of **Article 37 and all others that apply**, claiming ongoing 9.5 violations.
- N-10-331: Local 70 v. UPS, Oakland, CA
On behalf of **Orantes Powdrill**, Union alleges that the Company is in violation of **Article 37 and all others that apply**, claiming ongoing 9.5 violations.
- N-10-332: Local 70 v. UPS, Oakland, CA
On behalf of **Manuel Freitas**, Union alleges that the Company is in violation of **Article 37 and all others that apply**, claiming ongoing 9.5 violations.
- N-10-408: Local 533 v. UPS, Reno, NV
On behalf of **Bryant**, Union alleges that the Company violated **Article 37, Section 1**, by forcing grievant to work over 9.5 hours, three days or more (Week Ending 5/16/09).

- N-10-410: Local 70 v. UPS, Oakland, CA
On behalf of **Jaime Cruz**, Union alleges a violation of **Article 37 and all others that apply**, claiming the Company is violating grievant's contractual rights by 9.5 violations (4/12/10 and 4/26/10).
- N-10-411: Local 70 v. UPS, Oakland, CA
On behalf of **Luis Fernandez**, Union alleges a violation of **Article 37 and all others that apply**, claiming the Company is violating grievant's contractual rights by 9.5 violations (4/12/10).
- N-10-412: Local 70 v. UPS, Oakland, CA
On behalf of **Ignacio Munoz**, Union alleges a violation of **Article 37 and all others that apply**, claiming the Company is violating grievant's contractual rights by ongoing 9.5 violations (4/12/10 and 4/20/10).
- N-10-413: Local 70 v. UPS, Oakland, CA
On behalf of **Greg Reyes**, Union alleges a violation of **Article 37 and all others that apply**, claiming the Company is violating grievant's contractual rights by ongoing 9.5 violations (7/26/10 and 8/2/10).
- N-10-414: Local 70 v. UPS, Oakland, CA
On behalf of **Kevin Ruffin**, Union alleges a violation of **Article 37 and all others that apply**, claiming the Company is violating grievant's contractual rights by ongoing 9.5 violations (5/24; 6/7; 3/29 and 4/19).

NEW CASES:

- N-11-:156 Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges that the Company is in violation of **Article 37** (October 2010 and ongoing).
- N-11-157: Local 764 v. UPS, Milton, PA
On behalf of **Lynn Hoyt**, Union alleges a violation of **Article 37**. This grievance was filed prior to the Company claiming the application of the Memo from the 9.5 Committee "9.5 Guidelines" (September 13-17, 2010).
- N-11-158: Local 480 v. UPS, Nashville, TN
On behalf of **Troy Polen**, Union alleges a violation of **Article 37**, claiming the Company is continually

working grievant/steward more than 9.5 hours per day and should make him whole as outlined in the CBA; Company is also discriminating against him because of his Union activity (Grievance #12896).

N-11-159: Local 480 v. UPS, Nashville, TN

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

N-11-160: Local 480 v. UPS, Nashville, TN

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

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CASES CARRIED OVER:

- 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.
- N-10-415: Local 710 v. UPS, Chicago, IL
On behalf of **John Hoesly**, Union alleges that the Company violated the contract, claiming a wage scale dispute, in accordance with **Article 41** (March 3, 2009 and ongoing).
- N-10-416: Local 710 v. UPS, Chicago, IL
On behalf of **Dennis Lane**, Union alleges that the Company violated the contract, claiming a wage scale dispute, in accordance with **Article 41** (July 9, 2010).
- N-10-417: Local 710 v. UPS, Chicago, IL
On behalf of **Jessie Whitton, Jr.**, Union alleges that the Company violated the contract, claiming a wage scale dispute, in accordance with **Article 41** (July 3, 2010).