TEAMSTERS UNITED PARCEL SERVICE
NATIONAL GRIEVANCE COMMITTEE

DOCKET

October 6 - 9, 2014

3:00 P.M.

HILTON SACRAMENTO ARDEN WEST
2200 HARVARD STREET
SACRAMENTO, CA 95815

CASES CARRIED OVER:

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-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-10-275: 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-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-11-12: 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-11-81: 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-11-176: Local 396 v. UPS, Covina, CA
On behalf of **Stan Seelert,** Union alleges that the Company violated **Article 22 and all others that apply,** claiming Feeder Drivers worked out of classification (10/5/09).

N-11-177: Local 396 v. UPS, Covina, CA
On behalf of **all affected employees,** Union alleges a violation of **Articles 1, 26 and 32,** claiming that the Company utilized subcontractors while qualified Feeder Drivers were sent back to their respective package centers (11/15/10).

N-11-203: 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.** The Company has subcontracted work assigned to the bargaining unit in violation of the CBA; specifically, inside work - loading and unloading, and address correction.

N-12-70: Local 639 v. UPS, Washington, DC
On behalf of **James Hoover, et al.,** Union alleges a violation of **Article 22, Section 3** claiming the Company has failed to post/bid/award vacated Article 22.3 jobs.

N-12-71: Local 177 v. UPS, Hillside, NJ
On behalf of **Laura Proano,** Union alleges a violation of **Article 36,** claiming grievant feels discriminated against for physical disability and age (8/24/11).

N-12-645: Local 70 v. UPS, Oakland, CA
On behalf of **all affected employees,** Union alleges a violation of **Articles 1, 32 and all others that apply,** claiming that the Company is diverting work out of UPS to other UPS companies.

N-12-656: Local 104 v. UPS, Phoenix, AZ
On behalf of **Bartels, Wendler and Katis,** Union alleges a violation of **Article 32 and all others that apply,** claiming subcontracting RC-07-11-050.

N-12-657: Local 104 v. UPS, Phoenix, AZ
On behalf of **Bartels, Wendler and Katis,** Union alleges a violation of **Article 32 and all others that apply,** claiming subcontracting RC-07-11-051.

N-12-658: Local 104 v. UPS, Phoenix, AZ
On behalf of **Bartels, Wendler and Katis,** Union alleges a violation of **Article 32 and all others that apply,** claiming subcontracting RC-07-11-052.

N-12-659: Local 104 v. UPS, Phoenix, AZ
On behalf of **Bartels, Wendler and Katis,** Union alleges a violation of **Article 32 and all others that apply,** claiming subcontracting RC-07-11-053.

N-12-660: Local 104 v. UPS, Phoenix, AZ
On behalf of **Bartels, Wendler and Katis,** Union alleges a violation of **Article 32 and all others that apply,** claiming subcontracting RC-07-11-055.

N-12-661: Local 104 v. UPS, Phoenix, AZ
On behalf of **Bartels, Wendler and Katis,** Union alleges a violation of **Article 32 and all others that apply,** claiming subcontracting RC-07-11-056.

N-12-662: Local 104 v. UPS, Phoenix, AZ
On behalf of **M. Nelson,** Union alleges a violation of **Article 32, 43 and all others that apply,** claiming subcontracting RC-10-11-089.

N-12-663: Local 104 v. UPS, Phoenix, AZ
On behalf of **Thompson and Hasoskinson,** Union alleges a violation of **Article 32 and all others that apply,** claiming subcontracting RC-07-11-048.

N-12-664: Local 104 v. UPS, Phoenix, AZ
On behalf of **Thompson and Hasoskinson,** Union alleges a violation of **Article 32 and all others that apply,** claiming subcontracting RC-07-11-049.

N-12-1000: Local 70 v. UPS, Oakland, CA
On behalf of **Bret Corbett and April Frates**, Union alleges a violation of **Article 26, 32 and all others that apply,** claiming subcontracting/failure to provide information (RC 4/12/005 and RC 4/12/034) 12/12/11 and 12/30/11.

N-12-1002: Local 174 v. UPS, Tukwila, WA
On behalf of **all affected employees,** Union alleges a violation of **Article 32**, claiming Bargaining unit work is being subcontracted (August 31, 2011 and ongoing)

N-12-1006: Local 355 v. UPS, Baltimore, MD
On behalf of **Mike Petro, et al.,** Union alleges a violation of **Article 22, Section 3,** claiming the Company is refusing to fill a permanent vacancy.

N-12-1008: Local 391 v. UPS, Raleigh, NC
On behalf of **Thomas Sherron,** Union alleges a violation of **Article 17 and all others that apply.** The Company failed to pay grievant five (5) hours of holiday pay for Christmas 2011. The Company owes him five (5) hours of holiday pay and penalty for each week they did not correct his paycheck.

N-13-43: Local 639 v. UPS, Washington, DC
On behalf of **all affected employees,** Union alleges a violation of **Article 22, Section 3,** claiming the Company has failed to fill vacancies as required by the CBA.

N-13-371: Local 804 v. UPS, Long Island City, NY
On behalf of **Jodi Kipping,** Union alleges the Company violated **Article 3 and all others that apply,** claiming the Company has performed bargaining unit work without exhausting every reasonable effort to maintain a sufficient workforce to staff its operations with bargaining unit employees (ongoing 2012 through 2013).

N-13-379: Local 804 v. UPS, Long Island City, NY
On behalf of **Pete Richards,** Union alleges the Company violated **Article 3 and all others that apply,** claiming the Company has performed bargaining unit work without exhausting every reasonable effort to maintain a sufficient workforce to staff its operations with bargaining unit employees (5/24/12 through 3/4/13).

N-13-418: Local 804 v. UPS, Long Island City, NY
On behalf of **Dan Betancourt,** Union alleges the Company violated **Article 3, Section 7,** claiming the Supervisor is performing bargaining unit work (5/29/13-ongoing).

N-13-429: Local 804 v. UPS, Long Island City, NY
On behalf of **Chris Robinson,** Union alleges the Company violated **Article 3, Section 7,** claiming the Supervisor is performing bargaining unit work (7/1/13-ongoing).

N-13-454: Local 804 v. UPS, Long Island City, NY
On behalf of **Larry Marino,** Union alleges that the Company is in violation of **Article 17,** paid for time**.** Any grievance settlement not paid within ten (10) working days of the settlement shall entitle the grievant(s) to a penalty payment, as outlined (6/27/13 and ongoing).

N-13-457: Local 804 v. UPS, Long Island City, NY
On behalf of **John Young,** Union alleges that the Company is in violation of **Article 17,** paid for time**.** Any grievance settlement not

paid within ten (10) working days of the settlement shall entitle the grievant(s) to a penalty payment, as outlined (4/4/13 and ongoing).

N-13-466: Local 804 v. UPS, Long Island City, NY
On behalf of **Scott Damone,** Union alleges the Company violated **Article 3, Section 7,** claiming Supervisors performed bargaining unit work (4/9/13 and ongoing).

N-13-467: Local 804 v. UPS, Long Island City, NY
On behalf of **Peter DePierro,** Union alleges the Company violated **Article 3, Section 7,** claiming Supervisors performed bargaining unit work (3/12/13 and ongoing).

N-13-480: Local 449 v. UPS, Buffalo, NY
On behalf of **Jason Grosjean,** Union alleges a violation of **Article 22, Section 4.** The Company continues to violate the Part-time employees preferred job language and has not honored grievant's request regarding his preferred job, ongoing for a 2-year period (2012-2013).

N-13-481: Local 449 v. UPS, Buffalo, NY
On behalf of **Frank Celeste,** Union alleges a violation of **Article 22, Section 4.** The Company continues to violate the Part-time employees preferred job language and has not honored grievant's request regarding his preferred job, ongoing for a 2-year period (2012-2013).

N-13-222: Local 396 v. UPS, Covina, CA
On behalf of **Sergio DeLaLuz**, Union alleges a violation of **Article 1 and all others that apply,** claiming the Company utilized subcontractors while qualified feeder drivers were sent back to their respective package centers (11/13/12).

N-13-223: Local 396 v. UPS, Covina, CA
On behalf of **all affected employees**, Union alleges a violation of **Article 41,** claiming the Company reconfigured existing 22.3 combination jobs from inside/outside to inside/inside creating a shortage of pay for affected employee's (October/November 2012).

N-14-07: Local 326 v. UPS, New Castle, DE
On behalf of **Doug Hite,** Union alleges that the Company is in violation of **Article 3 and all others that apply.** The Union claims the Company used non bargaining unit personnel including supervisors to perform bargaining unit package car work exhausting all qualified employees in October in order to prevent employees from gaining seniority (Month of October).

N-14-21: Local 804 v. UPS, Long Island City, NY
On behalf of **William J. Keller,** Union alleges the Company is in violation of **Article 3** and all others that apply. The Union claims Supervisors are continually performing bargaining unit work (9/24/2013 and ongoing).

N-14-22: Local 804 v. UPS, Long Island City, NY
On behalf of **Robert West,** Union alleges the Company is in violation of **Article 3** and all others that apply. The Union claims Supervisors are continually performing bargaining unit work (9/30/2013 and ongoing).

N-14-23: Local 804 v. UPS, Long Island City, NY
On behalf of **Robert Dulaney,** Union alleges the Company is in violation of **Article 3** and all others that apply. The Union claims Supervisors are continually performing bargaining unit work (9/24/2013 and ongoing).

N-14-24: Local 804 v. UPS, Long Island City, NY
On behalf of **Mike Focazio,** Union alleges the Company is in violation of **Article 3 and all others that apply.** The Union claims Supervisors are continually performing bargaining unit work (9/26/2013 and ongoing).

N-14-25: Local 804 v. UPS, Long Island City, NY
On behalf of **Dan Betancourt,** Union alleges the Company is in violation of **Article 3 and all others that apply.** The Union claims Supervisors are continually performing bargaining unit work (1/6/2014 and ongoing).

N-14-26: Local 804 v. UPS, Long Island City, NY
On behalf of **William Hill, Vincent Palifka and Matt Beattie,** Union alleges the Company is in violation of **Article 14, Section 1.** The Union claims the Employer called Mr. Hill and Mr. Palifka to the Division Manager office and placed on a one day suspension. Mr. Beattie was issued a warning letter for an injury he sustained (10/1/2013).

N-14-27: Local 804 v. UPS, Long Island City, NY
On behalf of **Scott Damone and Peter DePierro,** Union alleges the Company is in violation of **Article 17.** The Union claims the Employer has not paid grievances timely within 10 working days of settlement agreement and penalty pay is now owed (7/8/2013 to present).

N-14-29: Local 804 v. UPS, Long Island City, NY
On behalf of **Michelle Smith,** Union alleges the Company is in violation of **Article 3 and all others that apply.** The Union claims Supervisors are continually performing bargaining unit work (10/21/2013).

N-14-30: Local 804 v. UPS, Long Island City, NY
On behalf of **John Young,** Union alleges the Company is in violation of **Article 3 and all others that apply.** The Union claims Supervisors are continually performing bargaining unit work (9/5/2013).

N-14-31: Local 804 v. UPS, Long Island City, NY
On behalf of **Craig Newman,** Union alleges the Company is in violation of **Article 3 and all others that apply.** The Union claims Supervisors are continually performing bargaining unit work (10/2/2013 and ongoing).

N-14-32: Local 804 v. UPS, Long Island City, NY
On behalf of **Frank Ruffillo,** Union alleges the Company is in violation of **Article 3 and all others that apply.** The Union claims Supervisors are continually performing bargaining unit work (10/4/2013).

N-14-33: Local 804 v. UPS, Long Island City, NY
On behalf of **Aron Hershkowitz,** Union alleges the Company is in violation of **Article 3 and all others that apply.** The Union claims Supervisors are continually performing bargaining unit work (7/26/2013 and ongoing).

N-14-34: Local 804 v. UPS, Long Island City, NY
On behalf of **Larry Loverde,** Union alleges the Company is in violation of **Article 3 and all others that apply.** The Union claims Supervisors are continually performing bargaining unit work (9/24/2013).

N-14-35: Local 804 v. UPS, Long Island City, NY
On behalf of **Peter DePierro,** Union alleges the Company is in violation of **Article 3 and all others that apply.** The Union claims Supervisors are continually performing bargaining unit work (7/17/2013 and ongoing).

N-14-36: Local 804 v. UPS, Long Island City, NY
On behalf of **Scott Damone,** Union alleges the Company is in violation of **Article 3 and all others that apply.** The Union claims Supervisors are continually performing bargaining unit work (7/16/2013 and ongoing).

N-14-38: Local 804 v. UPS, Long Island City, NY
On behalf of **Gary Bolk,** Union alleges the Company is in violation of **Article 3 and all others that apply.** The Union claims Supervisors are continually performing bargaining unit work (7/31/2013 and ongoing).

N-14-41: Local 639 v. UPS, Washington, DC
On behalf of **Michael Iannone,** Union alleges the Company is in violation of **Article 22.** The Union claims failure of Company to fill Article 22.3 vacancy (current and ongoing).

N-14-51: Local 804 v. UPS, Long Island City, NY
On behalf of **all affected employees,** Union alleges the Company is in violation of **Article 3 and all others that apply.** The Union claims Company used free period hires and expediters past contractual date (1/1/2014-ongoing).

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. **REDOCKETED**

N-14-135: Local 901 v. UPS, San Juan, PR
On behalf of **Jose A. Rivera-Pagan,** Union claims that the Company is in violation of **Article 22 and all others that apply.** The Union alleges the employee was given a warning letter in circumstances out of normal conditions (10/18/13).

N-14-136: Local 901 v. UPS, San Juan, PR
On behalf of **Radford Holder,** Union claims that the Company is in violation of **Article 3 and all others that apply.** The Union alleges part-time Supervisor Mario Torres worked in the unload and sort operation for three (3) hours (10/21/13).

N-14-137: Local 901 v. UPS, San Juan, PR
On behalf of **Jorge Carrasquilo,** Union claims that the Company is in violation of **Article 17.** The Union alleges management agreed to pay 16 hours penalty for an employer's error and did not pay it (10/8/13).

N-14-138: Local 901 v. UPS, San Juan, PR
On behalf of **Jorge Carrasquilo,** Union claims that the Company is in violation of **Article 17.** The employee alleges the Company did not pay 1 hour and 20 minutes from (10/10/13).

N-14-139: Local 901 v. UPS, San Juan, PR
On behalf of **Ricardo Girald and other shop stewards,** Union claims the Company is in violation of **Article 19 and all others that apply,** by tampering with the bulletin board and removed information from it as well as threatened the delegates regarding this matter (11/4/13 and subsequent events).

N-14-140: Local 901 v. UPS, San Juan, PR
On behalf of **Hector Torres,** Union claims that the Company is in violation of **Article 3 Section 7.** The Union alleges Supervisor Waldemar Ortiz was doing Union work loading in a Mid Point sort etc. (5/21/13).

N-14-141: Local 901 v. UPS, San Juan, PR
On behalf of **Luis Valderrama,** Union claims that the Company is in violation of **Article 3 Section 7.** The Union alleges after telling the employees of the area available to clock out, Supervisor Mario Torres proceeded for one hour to sort, move packages and clean the area (6/12/13).

N-14-142: Local 901 v. UPS, San Juan, PR
On behalf of **Luis Valderrama, Rafael Martinez, Carlos Gonzalez, Luis Cepeda, Luis Arroyo, Hiram Ramos, Efrain Vera and others,** Union claims that the Company is in violation of **Article 3 Section 7.** The Union alleges management is ordering union members to clock out and finishing the job with Supervisors (Since or about 6/18/13).

N-14-143: Local 901 v. UPS, San Juan, PR
On behalf of **Luis Valderrama, Rafael Martinez, Carlos Gonzalez, Luis Cepeda, Luis Arroyo, Hector Torres, Edwin Alvarez, Jose Rivera, Juan Diaz, Hiram Ramos and Efrain Vera,** Union claims that the Company is in violation of **Article 3 and all others that apply.** The Union alleges the Company is violating the above Articles and is affecting the employees' performance (Since or about 6/18/13).

N-14-144: Local 901 v. UPS, San Juan, PR
On behalf of **Edwin Alvarez,** Union alleges that the Company is in violation of **Article 37 and all others that apply.** The Union claims the Supervisor is placing packages inside the vehicles (6/18/13).

N-14-146: Local 177 v. UPS, Hillside, NJ
On behalf of **Leroy James,** Union claims the Company is in violation of **Article 10.** The Union alleges the grievant damaged DIAD while

working. The grievant should not have to reimburse Company for payment of equipment (3/27/14).

N-14-147: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees,** Union claims the Company is in violation of **Article 4.** The Union alleges the Company has not provided information requested by the Union, in writing, on numerous occasions for grievance #60437, 60447, 72083, 68943 and 66302 (ongoing).

N-14-157: Local 449 v. UPS, Buffalo, NY
On behalf of **Chris Swift, Jr.,** Union alleges that the Company is in violation of **Article 3 Section 7.** The Union claims the Supervisor is performing bargaining unit work (12/3/13 and 12/9/13).

N-14-158: Local 449 v. UPS, Buffalo, NY
On behalf of **John Woodrich,** Union alleges that the Company is in violation of **Article 3 Section 7.** The Union claims the Supervisor is performing bargaining unit work (12/2/13, 12/20/13 and 1/3/14).

N-14-159: Local 449 v. UPS, Buffalo, NY
On behalf of **Karen Wiltsie,** Union alleges that the Company is in violation of **Article 3 Section 7.** The Union claims the Supervisor is performing bargaining unit work (11/6/13 and 11/27/13).

N-14-160: Local 449 v. UPS, Buffalo, NY
On behalf of **Michael Mach,** Union alleges that the Company is in violation of **Article 3 Section 7.** The Union claims the Supervisor is performing bargaining unit work (11/20/13, 11/27/13, 12/3/13 and 1/3/14).

N-14-161: Local 449 v. UPS, Buffalo, NY
On behalf of **Christopher Clark,** Union alleges that the Company is in violation of **Article 22 and all others that apply.** The Union claims the grievant was not paid in accordance with terms and provisions of the contract (90 calendar days of start date).

N-14-166: Local 804 v. UPS, Long Island City, NY
On behalf of **Mark Johns,** Union alleges that the Company violated **Article 3 Section 7,** claiming the Supervisor is working (4/2/13).

N-14-167: Local 804 v. UPS, Long Island City, NY
On behalf of **Dave Loobie,** Union alleges that the Company violated **Article 3 Section 7,** claiming the Supervisor is working (8/28/13, 9/17/13 and 9/30/13).

N-14-168: Local 804 v. UPS, Long Island City, NY
On behalf of **Jodi Kipping,** Union alleges that the Company violated **Article 3 Section 7,** claiming Supervisors working in Laurelton and Foster buildings (May 1, 2013 through May 1, 2014).

N-14-169: Local 804 v. UPS, Long Island City, NY
On behalf of **Robert Monahan,** Union alleges that the Company violated **Article 3 and all others that apply,** claiming the Company is using non-clerks to do clerk work (10/1/13, 10/4/13, 10/8/13, 10/10/13, 10/28/13 and 10/29/13).

N-14-170: Local 804 v. UPS, Long Island City, NY
On behalf of **Miguel Cifuentes,** Union alleges that the Company violated **Article 3 Section 7,** claiming Supervisors working (5/1/13 through 5/1/14).

N-14-173: Local 804 v. UPS, Long Island City, NY
On behalf of **Mark Cohen,** Union alleges that the Company violated **Article 3 Section 7,** claiming the Company Supervisors shuttling ground work to drivers and supervisors working in Foster building (1/1/14 to 5/1/14).

N-14-174: Local 804 v. UPS, Long Island City, NY
On behalf of **Pete Richards,** Union alleges that the Company violated **Article 3 Section 7,** claiming the Company Supervisors shuttling ground work to drivers (04/2013 through 04/2014).

N-14-175: Local 804 v. UPS, Long Island City, NY
On behalf of **Thauddues Palmer,** Union alleges that the Company violated **Article 3 Section 7,** claiming Supervisors were doing union work (October 2013 through April 2014).

N-14-176: Local 804 v. UPS, Long Island City, NY
On behalf of **Lennox James,** Union alleges that the Company violated **Article 3 Section 7,** claiming the Supervisors are doing union work (1/21-24/14 and 1/27/14).

N-14-177: Local 804 v. UPS, Long Island City, NY
On behalf of **Andre Prime,** Union alleges that the Company violated **Article 3 Section 7,** claiming the Supervisors are doing union work (6/24/13, 6/26/13, 7/1/13, 7/2/13 and 7/5/13).

N-14-178: Local 804 v. UPS, Long Island City, NY
On behalf of **Bankole Thomas,** Union alleges that the Company violated **Article 3 Section 7,** claiming the Supervisors are doing union work (3/28/14, 4/10/14 and 4/11/14).

N-14-179: Local 804 v. UPS, Long Island City, NY
On behalf of **Joseph D'Angelo,** Union alleges that the Company violated **Article 3 Section 7,** claiming the Supervisors are doing union work (12/16-20/13).

N-14-181: Local 804 v. UPS, Long Island City, NY
On behalf of **Louis Gonzalez,** Union alleges that the Company violated **Article 3 Section 7,** claiming the Supervisors are shuttling work to drivers (6/12/13).

N-14-182: Local 804 v. UPS, Long Island City, NY
On behalf of **Joe Chacon,** Union alleges that the Company violated **Article 3 Section 7,** claiming the Supervisors are doing union work from 3 hours (9/9/13).

N-14-185: Local 804 v. UPS, Long Island City, NY
On behalf of **Local 804 Business Agent,** Union alleges that the Company violated **Article 32,** claiming the Company is not using Local 804 Union porters at the Laurelton Building to do porter work Sunday through Saturday, day and night (ongoing).

WEST

NEW CASES:

N-14-212: Local 222 v. UPS, Salt Lake City, UT

On behalf of **all affected employees,** Union alleges the Company violated **Article 20 and all others that apply,** claiming the Company changed the post start time for the package drivers in the Wasatch center on December 10, 2013; from 8:35am to 9:00am and on December 13, 2013 changed Bonneville, Wasatch and Crossroad centers from 9:00am to 10:00am (12/10/2013 and 12/13/2013).

N-14-213: Local 533 v. UPS, Reno, NV

On behalf of **all affected employees,** Union alleges the Company violated **Article 22,** claiming the Company should only count package car positions in the 6-1 ratio, as in the rest of the NorCal (ongoing).

SOUTH

NEW CASES:

N-14-214: Local 728 v. UPS, Atlanta, GA
On behalf of **John Waller,** Union alleges a sleeper team was available to run an air load from Atlanta to Louisville but the Company denied them the work and used a subcontractor (12/19/13).

N-14-215: Local 519 v. UPS, Knoxville, TN
On behalf of **Tina Seals,** Union alleges the Grievant was not paid at her overtime rate of pay for all hours worked over 32 in a week where a holiday fell within her workweek. This case was heard at the June 2013 National Committee and referred back. No Agreement between the parties could be reached (day paid incorrectly was 9/8/2012. Check shortage on 9/14/2012).

EAST

NEW CASES:

N-14-216: Local 901 v. UPS, San Juan, PR
On behalf of **all affected employees,** Union alleges the Company violated **Article 3 and all others that apply,** claiming the Supervisor is working (see grievance form for dates).

N-14-217: Local 901 v. UPS, San Juan, PR
On behalf of **all affected employees,** Union alleges the Company violated **Article 17,** claiming penalty for late check (see grievance form for dates).

N-14-218: Local 901 v. UPS, San Juan, PR
On behalf of **all affected employees,** Union alleges the Company violated **Article 4,** claiming the Company does not want to pay delegate for the reasonable time to process (9/3/2013 Grievance A, 9/4/2013 Grievance B).

N-14-219: Local 901 v. UPS, San Juan, PR
On behalf of **all affected employees,** Union alleges the Company violated **Article 22 and all others that apply,** claiming the Company posted two full-time positions in violation of several articles.

N-14-220: Local 901 v. UPS, San Juan, PR
On behalf of **Luis Valderrama and Rafael Russe,** Union alleges the Company violated **Article 24,** claiming the Company is not allowing the Union Business Agent to enter the shops to inspect and meet to comply with the Agreement.

N-14-221: Local 901 v. UPS, San Juan, PR
On behalf of **Julio Montes,** Union alleges the Company violated **Article 19,** claiming the Company removed Union posted article (3/19/2014).

N-14-222: Local 901 v. UPS, San Juan, PR
On behalf of **all affected employees,** Union alleges the Company violated **Article 3 Section 7,** claiming Supervisor working (see grievance form for dates).

N-14-223: Local 901 v. UPS, San Juan, PR
On behalf of **Jorge Carrasquillo, Joel Rosado, Jose M. Negron, Efrain Ayala, Heriberto Maldonado, Emilio Vargas, Jose L. Rivera and Heriberto Resto,** Union alleges the Company violated **Article 22 and all others that apply,** claiming the Company has on a constant base given full-time hours to the employees.

N-14-224: Local 901 v. UPS, San Juan, PR
On behalf of **Ricardo Girald,** Union alleges the Company violated **Article 22 and all others that apply,** claiming the Company closed a full-time position, dividing the job (3/3/2014).

N-14-225: Local 623 v. UPS, Philadelphia, PA
On behalf of **Ron Venit,** Union alleges the Company violated **Article 3 Section 7,** claiming the Supervisor is performing bargaining unit work (12/16/2013-12/18/2013).

N-14-226: Local 30 v. UPS, Jeannette, PA
On behalf of **Patricia Myers,** Union alleges the Company violated **Article 46 Section 3,** claiming the Company did not exhaust all means before working suspension (12/25/2013).

N-14-227: All Western PA Centers and Hubs v. UPS, Western PA
On behalf of **all affected employees,** Union alleges the Company violated **Article 34 and all others that apply,** claiming full-time employees are not receiving full rate based on the .70 cent increase for overtime (8/1/2013 and ongoing).

N-14-228: Local 30 v. UPS, Jeannette, PA
On behalf of **Ted Miller,** Union alleges the Company violated **Article 20 Section 5,** claiming management did not wear name tags identifying them as Supervisors while on duty (12/15/2013).

N-14-229: Local 901 v. UPS, San Juan, PR
On behalf of **Ricardo Girald,** Union alleges the Company violated **Article 4 and all others that apply,** claiming the Supervisor violated delegate rights (12/5/2013 and 11/18/2013).

N-14-230: Local 901 v. UPS, San Juan, PR
On behalf of **all affected employees,** Union alleges the Company violated **Article 3 Section 7,** claiming Supervisor working.

N-14-231: Local 804 v. UPS, Long Island City, NY
On behalf of **all affected employees,** Union alleges the Company violated **Article 3 Section 7,** claiming the Supervisor is doing bargaining unit work (Ongoing).

N-14-232: Local 623 v. UPS, Philadelphia, PA
On behalf of **John Hughes,** Union alleges the Company violated **Article 41,** claiming the employee completed full time progression and is not being paid the proper rate.

N-14-233: Local 177 v. UPS, Hillside, NJ
On behalf of **Henry Sanchez,** Union alleges the Company violated the **Memorandum of Understanding, page 145,** claiming Fred approached Henry on sort aisle and asked him if he wanted to go home 25 minutes into start. Fred did not receive his 3 hour guarantee Grievance #73180 (9/2/2014).

N-14-234: Local 177 v. UPS, Hillside, NJ
On behalf of **Nick Ritto,** Union alleges the Company violated the **Memorandum of Understanding, page 145,** claiming after Nick punched in and started to work he was asked to leave approximately 20 minutes after his start. He punched out and did not receive his 3 hour guarantee Grievance #81154 (7/7/2014).

N-14-235: Local 449 v. UPS, Buffalo, NY
On behalf of **Andrea Cebula,** Union alleges the Company violated **Article 3 Section 7,** claiming Supervisors are performing bargaining unit work (11/8/2013).

N-14-236: Local 449 v. UPS, Buffalo, NY
On behalf of **Jennifer Hoffman,** Union alleges the Company violated **Article 22 Section 4,** claiming the Employer refuses to honor Article 22, Section 4, preferred job language (1/24/2014).

N-14-237: Local 449 v. UPS, Buffalo, NY
On behalf of **Keith Rogers,** Union alleges the Company violated **Article 3 Section 7,** claiming Supervisors are performing bargaining unit work (7/16/2013).

N-14-238: Local 449 v. UPS, Buffalo, NY
On behalf of **Carmelo Gentile,** Union alleges the Company violated **Article 3 Section 7,** claiming Supervisors are performing bargaining unit work (4/17/2014).

N-14-239: Local 449 v. UPS, Buffalo, NY
On behalf of **Joseph Cascio, III** Union alleges the Company violated **Article 3 Section 7,** claiming Supervisors are performing bargaining unit work (10/1/2013).

N-14-240: Local 804 v. UPS, Long Island City, NY
On behalf of **Susan Erler,** Union alleges the Company violated **Article 3 Section 7,** claiming the Supervisors perform work without making every reasonable effort to maintain a sufficient work force (6/4/14).

N-14-241: Local 804 v. UPS, Long Island City, NY
On behalf of **Brandon McKenna,** Union alleges the Company violated **Article 3 Section 7,** claiming the Supervisors perform work without making every reasonable effort to maintain a sufficient work force (7/29/14).

N-14-242: Local 804 v. UPS, Long Island City, NY
On behalf of **Alex Monaco,** Union alleges the Company violated **Article 3 and all others that apply,** claiming the Supervisors perform work without making every reasonable effort to maintain a sufficient work force (5/19/14 and 5/21/14).

N-14-243: Local 804 v. UPS, Long Island City, NY
On behalf of **Anthony Pearson,** Union alleges the Company violated **Article 3 Section 7,** claiming the Supervisors perform work without making every reasonable effort to maintain a sufficient work force (7/29/14).

N-14-244: Local 804 v. UPS, Long Island City, NY
On behalf of **Joshua Glynn,** Union alleges the Company violated **Article 3 Section 7,** claiming Supervisor Brian Jenkins was sorting box line 1 and 3 (7/30/14).

N-14-245: Local 804 v. UPS, Long Island City, NY
On behalf of **Mooniram Ramjit,** Union alleges the Company violated **Article 3 Section 7,** claiming Supervisor Brian Jenkins was doing bargaining unit work (7/15/14).

N-14-246: Local 804 v. UPS, Long Island City, NY
On behalf of **Jermaine Brown,** Union alleges the Company violated **Article 3 Section 7,** claiming Supervisor Randall was going bargaining unit work on box line 5 (6/25/14).

N-14-247: Local 804 v. UPS, Long Island City, NY
On behalf of **Lisa Kunga,** Union alleges the Company violated **Article 3 Section 7,** claiming PT Supervisor Melissa was doing bargaining unit work in the air sort (8/25/2014, 8/27/2014 and 8/28/2014).

N-14-248: Local 804 v. UPS, Long Island City, NY
On behalf of **Christopher Petrocelli,** Union alleges the Company violated **Article 3 Section 7,** claiming PT Supervisor Christian was doing bargaining unit work in small sort (8/12/2014).

N-14-249: Local 804 v. UPS, Long Island City, NY
On behalf of **Emily Jordan,** Union alleges the Company violated **Article 3 Section 7,** claiming Supervisor John was bagging on small sort secondary (7/30/2014).

N-14-250: Local 804 v. UPS, Long Island City, NY
On behalf of **Alex Stumpf,** Union alleges the Company violated **Article 22 Section 4,** claiming the bargaining unit employee wanted to exercise his preferred job rights (8/15/2014).

N-14-251: Local 804 v. UPS, Long Island City, NY
On behalf of **Jesus Moreno,** Union alleges the Company violated **Article 17,** claiming Supervisor Melissa was forwarding package to air sort (8/15/2014).

N-14-252: Local 804 v. UPS, Long Island City, NY
On behalf of **Robert Monahan,** Union alleges the Company violated **Article 3 and all others that apply,** claiming the Company had part time workers doing clerk work (6/4/2014 to 8/15/2014).

N-14-253: Local 804 v. UPS, Long Island City, NY
On behalf of **all effect employees,** Union alleges the Company violated **Article 22 and all others that apply,** claiming employees are begin sent home early not making there guarantee (week ending 2/15/2014).

N-14-254: Local 804 v. UPS, Long Island City, NY
On behalf of **Eddie Ortega,** Union alleges the Company violated **Article 17,** claiming bargaining unit employee should be made while to include all monies due and any penalties due for non-payment of vacation check (6/26/14).

N-14-255: Local 804 v. UPS, Long Island City, NY
On behalf of **Greg Hannington,** Union alleges the Company violated **Article 3 Section 7,** claiming Supervisor Brian was doing bargaining unit work on the Islandview and Bay 4 (7/1/14).

N-14-256: Local 804 v. UPS, Long Island City, NY
On behalf of **Greg Hannington,** Union alleges the Company violated **Article 3 Section 7,** claiming Supervisors Brian and Dave was sorting on Oceanview and Soundview belt (7/14/14).

N-14-257: Local 804 v. UPS, Long Island City, NY
On behalf of **Greg Hannington,** Union alleges the Company violated **Article 3 Section 7,** claiming Supervisor Chris Hillman was doing bargaining unit work on the Soundview Preload belt (7/15/14).

N-14-258: Local 804 v. UPS, Long Island City, NY
On behalf of **Greg Hannington,** Union alleges the Company violated **Article 3 Section 7,** claiming Perone Harris, Brian, Charrise were doing bargaining unit work on the Oceanview and Sound Metro lines and belts. Bays 10, 14, 17 and 91 (7/17/14).

N-14-259: Local 804 v. UPS, Long Island City, NY
On behalf of **Greg Hannington,** Union alleges the Company violated **Article 3 Section 7,** claiming Supervisor Brian was doing bargaining unit work on the Islandview and Oceanview Belts (7/22/14).

N-14-260: Local 804 v. UPS, Long Island City, NY
On behalf of **Greg Hannington,** Union alleges the Company violated **Article 3 Section 7,** claiming Supervisors Brian and Elizabeth were doing bargaining unit work on the Soundview, Oceanview Belt and Bay 6 (7/23/14).

N-14-261: Local 804 v. UPS, Long Island City, NY
On behalf of **Greg Hannington,** Union alleges the Company violated **Article 3 Section 7,** claiming Supervisors Brian and Elizabeth were doing bargaining unit work on the Islandview, Bayview, Oceanview Belt and Bay 12 (7/28/14).

N-14-262: Local 804 v. UPS, Long Island City, NY
On behalf of **Greg Hannington,** Union alleges the Company violated **Article 3 Section 7,** claiming Supervisor Brian was doing bargaining unit work on the Islandview Belt and Manager Joe Schmidt sorted Bayview belt (8/4 and 7/30/14).

N-14-263: Local 804 v. UPS, Long Island City, NY
On behalf of **Greg Hannington,** Union alleges the Company violated **Article 3 Section 7,** claiming Supervisor Perone Harris was doing bargaining unit work in Bay 5 (8/8/14).

N-14-264: Local 804 v. UPS, Long Island City, NY
On behalf of **Greg Hannington,** Union alleges the Company violated **Article 3 Section 7,** claiming Supervisors Brian and Elizabeth were doing bargaining unit work in Bayview and Islandview Belts (8/11/14 and 8/12/14).

N-14-265: Local 804 v. UPS, Long Island City, NY
On behalf of **Greg Hannington,** Union alleges the Company violated **Article 3 Section 7,** claiming Supervisor Perone Harris and Colin were doing bargaining unit work in Bayview and Soundview Belts. Also in Bay 44, 17 and 7 (8/11/14 and 8/12/14).

SAFETY AND HEALTH COMMITTEE

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-11-97: 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-11-118: 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-11-288: 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 grievant an accommodation.

N-12-1108: Local 177 v. UPS, Hillside, NJ
On behalf of **Jose Rivera,** Union alleges a violation of **Article 14, Section 3,** claiming the Company didn't provide grievant a reasonable accommodation (7/27/12).

N-11-289: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees,** Union alleges a violation of **Article 18.** The Company is causing an unsafe work environment by asking and allowing part-time employees to push empty air cans into trailers where there are no rollers on the trailer floor (3/29/11) **REDOCKETED.**

N-13-150: Local 992 v. UPS, Hagerstown, MD
On behalf of **Gary Stanfield,** Union alleges a violation of **Article 16, Section 3.3.** After properly notifying the Company of his DUI citation that occurred on 11/3/12, the Company did not allow grievant to work inside pending completion of the SAP assessment and return to work call (11/9-16/12).

N-13-151: Local 992 v. UPS, Hagerstown, MD

On behalf of **Gary Stanfield,** Union alleges a violation of **Article 16, Section 3.3.** After properly notifying the Company of his DUI citation that occurred on 11/3/12, the Company did not allow grievant to work inside pending completion of the SAP assessment and return to work call (11/19/12).

N-13-491: Local 519 v. UPS, Knoxville, TN

On behalf of **all affected employees,** Union alleges a Company violated **Article 16 and all others that apply,** by arbitrarily deviating from the written SAP recommendations for an employee.

N-13-492: Local 449 v. UPS, Buffalo, NY

On behalf of **all affected employees,** Union alleges the Company is in violation of **Article 18.** Union Steward John Woodrich has filed multiple grievances regarding safety violations – boxes falling, high from the P-D's, and the stacking of irregulars blocking egress and ingress (3/25/13 - 3/29/13).

N-14-92: Local 63 v. UPS, Rialto, CA

On behalf of **Scott Barnes and all affected employees,** Union alleges that the Company is in violation of **Article 18.** The Union claims the Company is forcing the San Bernandino hub drivers to drive vehicles that are not safe (5/16/2013).

N-14-93: Local 177 v. UPS, Hillside, NJ

On behalf of **all affected employees,** Union alleges that the Company is in violation of **Article 18.** The Union claims the Company is placing employees' safety and health in jeopardy (multiple violations up to final discussion on 1/17/2014).

N-14-202: Local 901 v. UPS, San Juan, PR

On behalf of **Raquel Perez,** Union alleges that the Company is in violation of **Article 37.** The Union claims the Supervisor gave private information of an employee to another employee (in or around 5/20/13).

N-14-203: Local 449 v. UPS, Buffalo, NY

On behalf of **all affected employees,** Union alleges that the Company is in violation of **Article 18 Section 6.** The Union claims the Company has not satisfactorily addressed the issue about the lack of heat in the Niagara Falls building (beginning of January 2014 through the entire winter of 2014).

N-14-204: Local 804 v. UPS, Long Island City, NY

On behalf of **Pete Richards,** Union alleges that the Company violated **Article 17 and all others that apply,** claiming the Company did not allow driver to work while waiting for his ADA accommodation (8/19/13 to 12/23/13 Monday through Saturday).

NEW CASES:

N-14-266: Local 901 v. UPS, San Juan, PR
On behalf of **R. Morales,** Union alleges the Company violated **Article 37 and all others that apply,** claiming unsafe conditions and the Supervisor is working (see case file).

N-14-267: Local 901 v. UPS, San Juan, PR
On behalf of **Jose Franco,** Union alleges the Company violated **Article 37 and all others that apply,** claiming the Company broke DOT regulations by obligating more than 14 hours (7/29/2013).

N-14-268: Local 901 v. UPS, San Juan, PR
On behalf of **Rafael Morales,** Union alleges the Company violated **Article 37 and all others that apply,** claiming the Company is making unfair OJs evaluation (on or around 2/11/2014).

N-14-269: Local 901 v. UPS, San Juan, PR
On behalf of **Jose L. Rivera,** Union alleges the Company violated **Article 37 and all others that apply,** claiming the Supervisor harassed the employee to the point that he suffered a panic attack (12/26/2013).

N-14-270: Local 177 v. UPS, Hillside, NJ
On behalf of **Gary Pitts,** Union alleges the Company violated **Article 18,** claiming the Company instructed the grievant to work unsafely Grievance # 80951 (3/7/2014).

N-14-271: Local 728 v. UPS, Atlanta, GA
On behalf of **Russell Eidson,** Union alleges the Company violated **Article 20,** claiming additional costs were incurred obtaining DOT card (4/29/2014).

N-14-272: Local 822 v. UPS, Norfolk, VA
On behalf of **James Cotterell,** Union alleges the Company violated **Article 18,** claiming the Company has a no smoking policy in the truck but not enforcing it (7/30/2014).

PREMIUM SERVICES COMMITTEE

N-11-153: Local 396 v. UPS, Covina, CA
On behalf of **Larry Berru,** Union alleges that the Company violated **Articles 43 and all others that apply,** when it moved hourly work, which was being satisfied by hourly drivers, to facilitate a mileage run.

N-12-10: Local 891 v. UPS, Jackson, MS
On behalf of **all affected employees,** Union alleges that the Company violated **Articles 17 and 43,** and requests Jackson mileage Feeder Drivers be paid all additional monetary conditions payment established from Memphis Feeder Operation and surrounding areas.

N-13-163: Local 767 v. UPS, Ft. Worth, TX
On behalf of **Steve Griffin,** Union alleges the Company is in violation **of Articles 17 and 43,** claiming a Sleeper Team was forced to do extra work (extra leg) which extended their week and they were not compensated at the proper rate **05339UP12**.

N-13-493: Local 355 v. UPS, Baltimore, MD
On behalf of **Charles Wilder,** Union alleges the Company is in violation **of Article 43,** over a pay dispute. The sleeper team was re-routed and pulled regular ground work and grievant was not paid correctly (12/16/12).

N-14-205: Local 384 v. UPS, Norristown, PA
On behalf of **Steve Lang,** Union alleges the Company is in violation **of Article 43,** over pay rate (ongoing)**.**

N-14-206: Local 767 v. UPS, Forest Hill, TX
On behalf of **Jimmy Lyon,** Union alleges the Company is in violation **of Article 43 and all others that apply.** The Union Claims the Company added a leg to Team WR75109 and did not offer the extra work in seniority order (9/23/13 and 9/30/13)**.**

N-14-207: Local 767 v. UPS, Forest Hill, TX
On behalf of **John Benton,** Union alleges the Company is in violation **of Article 43 and all others that apply.** The Union Claims the Company added a leg to Team WR75109 and did not pay the affected drivers for the sixth and/or seventh punch rate for this extra work (9/23/13 and 9/30/13)**.**

NEW CASES:

N-14-273: Local 623 v. UPS, Philadelphia, PA
On behalf of **all feeder-sleeper teams,** Union alleges that the Company violated **Article 43,** claiming the Company dispatched sleeper teams with less than the required miles (12/24-25/13).

N-14-274: Local 623 v. UPS, Philadelphia, PA
On behalf of **all feeder-sleeper teams,** Union alleges that the Company violated **Article 43,** claiming the Company dispatched sleeper teams with less than the required miles (12/31/13-1/1/14).

N-14-275: Local 767 v. UPS, Fort Worth, TX
On behalf of **John Alise,** Union alleges that the Company violated **Article 43,** claiming the Company assigned an extra sleeper team work to WR76404 without bidding this work in seniority order or notifying the Union of the change to the bid. The job WR76404 was not permanently changed until 4 months later (1/21/2014 through 5/1/2014).

N-14-276: Local 767 v. UPS, Fort Worth, TX
On behalf of **Dan Williams,** Union alleges that the Company violated **Article 17 & 43,** claiming the slepper team driver claiming 6th and 7th punch for extra leg. The Company paid the whole leg at sixth punch rate (1/24/2014).

9.5

N-11-405: Local 657 v. UPS, San Antonio, TX
On behalf of **Joe Armstrong,** Union alleges that the Company violated **Article 37,** claiming excessive hours and requests triple-time rate of pay (Week Ending 3/26/11).

N-11-407: Local 657 v. UPS, San Antonio, TX
On behalf of **Leonard Gaitan,** Union alleges that the Company violated **Article 37,** claiming excessive hours on a regular basis (Week Ending 6/11/11).

N-11-408: Local 657 v. UPS, San Antonio, TX
On behalf of **Albert Rodriguez,** Union alleges that the Company violated **Article 37,** claiming excessive hours and requests triple-time rate of pay (Week Ending 6/4/11).

N-12-736: Local 767 v. UPS, Forest Hill, TX
On behalf of **Coby Cowling,** Union alleges the Company violated **Article 37,** when grievant, already on 9.5 list, was worked over 9.5 four days of workweek (Tues-Fri). Three days (T, W, T) over 9.5 was on same route, fourth day (F) was on different route 09219UP11.

N-12-919: Local 886 v. UPS, Oklahoma City, OK
On behalf of **Philip Garver,** Union alleges a violation of **Article 37.** The Company pulls grievant off his bid route and forces him into the unassigned pool, causing him to go over 9.5 hours (6/14, 6/16, 6/17, of 2011).

N-12-920: Local 886 v. UPS, Oklahoma City, OK
On behalf of **Philip Garver,** Union alleges a violation of **Article 37.** Company pulled grievant off his bid route and forced him to the unassigned pool, causing him to run over 9.5 hours (2/27, 2/28, 2/29 3/01, 3/02, of 2012).

N-12-1220: Local 804 v. UPS, Long Island City, NY
On behalf of **Michael Aspinall,** Union alleges that the Company is in violation of **Article 37.** Supervisor Lawrence Maher has continued to intimidate, harass, coerce overly supervise aggrieved employee in the performance of his duties. They have also continually tried to keep the employee to a standard that is higher than a fair day's work for a fair day's pay (ongoing from 1/19/12, but escalated 6/27/12 and is continuous).

N-12-1263: Local 804 v. UPS, Long Island City, NY
On behalf of **Cesar Garcia,** Union alleges a violation of **Article 37, Section 1(c)** and the 9.5 Committee Guidelines**.** 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 Company also continually failed to grant grievant triple time pay for hours worked in excess of 9.5 hours per day (W/E 7/21/12 and ongoing).

N-13-193: Local 728 v. UPS, Atlanta, GA
On behalf of **Kendall Greeson,** Union alleges the Company is in violation of **Article 37, Section 1.** Grievant is on the 9.5 list for the Acworth, GA center, filed a grievance for W/E 5/28/11; meets Article 37 requirements, and should be paid penalty pay (originally filed as Case N-12-754).

N-13-194: Local 728 v. UPS, Atlanta, GA
On behalf of **Ryan Gentry,** Union alleges the Company is in violation of **Article 37, Section 1.** Grievant is on the 9.5 list for the Acworth, GA center, filed a grievance for W/E 5/28/11; meets Article 37 requirements, and should be paid penalty pay (originally docketed as Case N-12-1205).

N-14-105: Local 804 v. UPS, Long Island City, NY
On behalf of **Kevin Devereux,** Union alleges the Company is in violation of **Article 37, Section 1b**. The Union claims the Employer failed to cooperate with package car driver Kevin Devereux who desired to be relieved of overtime (7/26/2013).

N-14-106: Local 804 v. UPS, Long Island City, NY
On behalf of **Jon Koeppel,** Union alleges the Company is in violation of **Article 37, Section 1b.** The Union claims the Employer failed to cooperate with package car driver Jon Koeppel who desired to be relieved of overtime (7/26/2013).

N-14-107: Local 804 v. UPS, Long Island City, NY
On behalf of **John Young,** Union alleges the Company is in violation of **Article 37, Section 1b.** The Union claims the Employer failed to cooperate with package car driver John Young who desired to be relieved of overtime (9/30/2013).

N-14-109: Local 804 v. UPS, Long Island City, NY
On behalf of **Michael DelGaudio,** Union alleges the Company violated **Article 37, Section 1c,** claiming the Employer failed to make a reasonable effort to reduce package car driver Michael DelGaudio workday below 9.5 hours per day after letting him "Opt in". The Employer also failed to grant the grievant triple time pay for hours

worked in excess of 9.5 hours per day (week ending 8/31/2013 and ongoing).

N-14-110: Local 804 v. UPS, Long Island City, NY
On behalf of **Robert Dulaney,** Union alleges the Company violated **Article 37, Section 1c,** claiming the Employer failed to make a reasonable effort to reduce package car driver Robert Dulaney workday below 9.5 hours per day after letting him "Opt in". The Employer also failed to grant the grievant triple time pay for hours worked in excess of 9.5 hours per day (week ending 9/14/2013 and ongoing).

N-14-111: Local 804 v. UPS, Long Island City, NY
On behalf of **Dennis Kotarski,** Union alleges the Company violated **Article 37, Section 1c,** claiming the Employer failed to make a reasonable effort to reduce package car driver Dennis Kotarski workday below 9.5 hours per day after letting him "Opt in". The Employer also failed to grant the grievant triple time pay for hours worked in excess of 9.5 hours per day (week ending 9/21/2013 and ongoing).

N-14-112: Local 804 v. UPS, Long Island City, NY
On behalf of **Arthur Cowcer,** Union alleges the Company violated **Article 37, Section 1c,** claiming the Employer failed to make a reasonable effort to reduce package car driver Arthur Cowcer workday below 9.5 hours per day after letting him "Opt in". The Employer also failed to grant the grievant triple time pay for hours worked in excess of 9.5 hours per day (week ending 7/25/2013 and ongoing).

N-14-113: Local 804 v. UPS, Long Island City, NY
On behalf of **Kevin Devereux,** Union alleges the Company violated **Article 37, Section 1c,** claiming the Employer failed to make a reasonable effort to reduce package car driver Kevin Devereux workday below 9.5 hours per day after letting him "Opt in". The Employer also failed to grant the grievant triple time pay for hours worked in excess of 9.5 hours per day (week ending 7/27/2013 and ongoing).

N-14-114: Local 804 v. UPS, Long Island City, NY
On behalf of **Mark English,** Union alleges the Company violated **Article 37, Section 1c,** claiming the Employer failed to make a reasonable effort to reduce package car driver Mark English workday below 9.5 hours per day after letting him "Opt in". The Employer also failed to grant the grievant triple time pay for hours worked in excess of 9.5 hours per day (week ending 8/3/2013 and ongoing).

N-14-115: Local 804 v. UPS, Long Island City, NY
On behalf of **Scott Kersch,** Union alleges the Company violated **Article 37, Section 1c,** claiming the Employer failed to make a reasonable effort to reduce package car driver Scott Kersch workday below 9.5 hours per day after letting him "Opt in". The Employer also failed to grant the grievant triple time pay for hours worked in excess of 9.5 hours per day (week ending 7/13/2013 and ongoing).

N-14-116: Local 804 v. UPS, Long Island City, NY
On behalf of **John Hoffman,** Union alleges the Company violated **Article 37, Section 1c,** claiming the Employer failed to make a reasonable effort to reduce package car driver John Hoffman workday below 9.5 hours per day after letting him "Opt in". The Employer also failed to grant the grievant triple time pay for hours worked in excess of 9.5 hours per day (week ending 7/27/2013).

N-14-117: Local 804 v. UPS, Long Island City, NY
On behalf of **Jon Koeppel,** Union alleges the Company violated **Article 37, Section 1c,** claiming the Employer failed to make a reasonable effort to reduce package car driver Jon Koeppel workday below 9.5 hours per day after letting him "Opt in". The Employer also failed to grant the grievant triple time pay for hours worked in excess of 9.5 hours per day (week ending 7/20/2013).

N-14-118: Local 804 v. UPS, Long Island City, NY
On behalf of **Larry Marino,** Union alleges the Company violated **Article 37, Section 1c,** claiming the Employer failed to make a reasonable effort to reduce package car driver Larry Marino workday below 9.5 hours per day after letting him "Opt in". The Employer also failed to grant the grievant triple time pay for hours worked in excess of 9.5 hours per day (week ending 8/31/2013).

N-14-119: Local 804 v. UPS, Long Island City, NY
On behalf of **Paul Marino,** Union alleges the Company violated **Article 37, Section 1c,** claiming the Employer failed to make a reasonable effort to reduce package car driver Paul Marino workday below 9.5 hours per day after letting him "Opt in". The Employer also failed to grant the grievant triple time pay for hours worked in excess of 9.5 hours per day (week ending 7/20/2013 and ongoing).

N-14-120: Local 804 v. UPS, Long Island City, NY
On behalf of **Tomas Viera,** Union alleges the Company violated **Article 37, Section 1c,** claiming the Employer failed to make a reasonable effort to reduce package car driver Tomas Viera workday

below 9.5 hours per day after letting him “Opt in”. The Employer also failed to grant the grievant triple time pay for hours worked in excess of 9.5 hours per day (week ending 7/20/2013).

N-14-121: Local 804 v. UPS, Long Island City, NY
On behalf of **Joe Waters,** Union alleges the Company violated **Article 37, Section 1c,** claiming the Employer failed to make a reasonable effort to reduce package car driver Joe Waters workday below 9.5 hours per day after letting him “Opt in”. The Employer also failed to grant the grievant triple time pay for hours worked in excess of 9.5 hours per day (week ending 7/20/2013).

N-14-208: Local 533 v. UPS, Reno, NV
On behalf of **Frank Lombardo, Jr.,** Union alleges that the Company is in violation of **Article 17 and all others that apply.** The Union claims Brother Lombardo is working 12-14 hour days and requesting he be paid time and half for all hours over 9.5, plus sort/load time or adjust his route to keep him under 9.5 plus sort/load time (2/15/2014).

N-14-209: Local 804 v. UPS, Long Island City, NY
On behalf of **Joe Martell,** Union alleges that the Company violated **Article 37,** claiming the Company is in direct violation of Article 37 Section 1 of the master agreement (week ending 4/12/2014).

N-14-210: Local 480 v. UPS, Nashville, TN
On behalf of **Kenneth Romanowski**, Union alleges the Company is in violation of **Article 16 and all others that apply**. The Union claims the Company has failed to provide Long Term Disability for the grievant as outlined in the appropriate NMA and MSRA (on or about 12/19/13).

NEW CASES:

N-14-277: Local 70 v. UPS, Nashville, TN
On behalf of **Doug Badie**, Union alleges the Company is in violation of **Article 37** claiming ongoing 9.5 violations. (5/12/14, 5/19/14, and 5/26/14).

N-14-278: Local 728 v. UPS, Atlanta, GA
On behalf of **P.J. Hamby**, Union alleges the Company is in violation of **Article 37 and all others that apply,** refusing to pay a 9.5 grievance (week ending 8/17/2013).

N-14-279: Local 728 v. UPS, Atlanta, GA
On behalf of **Adam Bruno**, Union alleges the Company is in violation of **Article 37 and all others that apply,** refusing to pay a 9.5 grievance (week ending 7/20/2013).

N-14-280: Local 728 v. UPS, Atlanta, GA
On behalf of **Shane Hamby**, Union alleges the Company is in violation of **Article 37 and all others that apply,** refusing to pay a 9.5 grievance (week ending 8/3/2014).

N-14-281: Local 728 v. UPS, Atlanta, GA
On behalf of **Steve Heflin**, Union alleges the Company is in violation of **Article 37 and all others that apply,** refusing to pay a 9.5 grievance (week ending 8/30/2014).

ADA

NEW CASES:

N-14-282: Local 509 v. UPS, West Columbia, SC

On behalf of **Lisa Ocheltree**, Union alleges the Company is in violation of **Article 14 Section 3**. The Employee suffered an on the job injury on 9/19/2012. Doctor gave equipment restrictions push/pull 50 lbs, lift/carry 40 lbs on 5/9/2013. Employee requesting ADA. Employee requesting her previous job back (11/21/13).