

6/17/10

TEAMSTERS UNITED PARCEL SERVICE
NATIONAL GRIEVANCE COMMITTEE

MINUTES

March 1 - 5, 2010
3:00 P.M.

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

*** These Minutes have been revised to reflect that Cases N-09-367, N-09-368, N-09-369 and N-09-398, initially reported as "NO CONTRACT VIOLATION" were instead put on "Committee Hold." ***

The meeting was called to order by Chair Capozzoli

The following cases were SETTLED AND/OR WITHDRAWN:

N-09-78: Local 439 v. UPS, Stockton, CA
N-09-177: Local 177 v. UPS, Hillside, NJ
N-09-178: Local 177 v. UPS, Hillside, NJ
N-09-225: Local 396 v. UPS, Covina, CA
N-09-243: Local 177 v. UPS, Hillside, NJ
N-09-274: Local 177 v. UPS, Hillside, NJ
N-09-288: Local 150 v. UPS, Sacramento, CA
N-09-314: Local 676 v. UPS, Collingswood, NJ
N-09-334: Local 177 v. UPS, Hillside, NJ
N-09-335: Local 177 v. UPS, Hillside, NJ
N-09-346: Local 449 v. UPS, Buffalo, NY
N-09-347: Local 483 v. UPS, Boise, ID
N-09-352: Local 177 v. UPS, Hillside, NJ
N-09-355: Local 177 v. UPS, Hillside, NJ
N-09-363: Local 671 v. UPS, Bloomfield, CT

N-09-379: Local 70 v. UPS, Oakland, CA
N-09-381: Local 70 v. UPS, Oakland, CA
N-09-385: Local 104 v. UPS, Phoenix, AZ
N-09-388: Local 278 v. UPS, San Francisco, CA
N-09-391: Local 70 v. UPS, Oakland, CA
N-09-399: Local 70 v. UPS, Oakland, CA
N-09-400: Local 70 v. UPS, Oakland, CA
N-09-402: Local 70 v. UPS, Oakland, CA
N-09-404: Local 70 v. UPS, Oakland, CA
N-09-408: Local 449 v. UPS, Buffalo, NY
N-10-04: Local 79 v. UPS, Tampa, FL
N-10-10: Local 385 v. UPS, Orlando, FL
N-10-11: Local 385 v. UPS, Orlando, FL
N-10-18: Local 177 v. UPS, Hillside, NJ
N-10-19: Local 177 v. UPS, Hillside, NJ
N-10-20: Local 177 v. UPS, Hillside, NJ
N-10-22: Local 177 v. UPS, Hillside, NJ
N-10-23: Local 177 v. UPS, Hillside, NJ
N-10-27: Local 177 v. UPS, Hillside, NJ
N-10-31: Local 177 v. UPS, Hillside, NJ
N-10-32: Local 177 v. UPS, Hillside, NJ
N-10-60: Local 177 v. UPS, Hillside, NJ
N-10-61: Local 177 v. UPS, Hillside, NJ
N-10-80: Local 177 v. UPS, Hillside, NJ
N-10-81: Local 177 v. UPS, Hillside, NJ
N-10-87: Local 177 v. UPS, Hillside, NJ
N-10-90: Local 162 v. UPS, Portland, OR
N-10-93: Local 104 v. UPS, Phoenix, AZ
N-10-97: Local 222 v. UPS, Salt Lake City, UT
N-10-100: Local 278 v. UPS, San Francisco, CA
N-10-108: Local 177 v. UPS, Hillside, NJ
N-10-117: Local 79 v. UPS, Tampa, FL
N-10-125: Local 177 v. UPS, Hillside, NJ
N-10-126: Local 177 v. UPS, Hillside, NJ
N-10-149: Local 174 v. UPS, Tukwila, WA
N-10-151: Local 61 v. UPS, Asheville, NC
N-10-152: Local 70 v. UPS, Oakland, CA
N-10-153: Local 70 v. UPS, Oakland, CA
N-10-154: Local 70 v. UPS, Oakland, CA
N-10-155: Local 70 v. UPS, Oakland, CA
N-10-156: Local 70 v. UPS, Oakland, CA
N-10-157: Local 70 v. UPS, Oakland, CA
N-10-158: Local 70 v. UPS, Oakland, CA
N-10-160: Local 278 v. UPS, San Francisco, CA
N-10-161: Local 278 v. UPS, San Francisco, CA
N-10-163: Local 278 v. UPS, San Francisco, CA

N-10-166: Local 278 v. UPS, San Francisco, CA
N-10-169: Local 177 v. UPS, Hillside, NJ
N-10-170: Local 177 v. UPS, Hillside, NJ
N-10-180: Local 177 v. UPS, Hillside, NJ

The following cases were WITHDRAWN WITH RIGHTS:

N-08-46: Local 278 v. UPS, San Francisco, CA
N-09-176: Local 177 v. UPS, Hillside, NJ
N-09-179: Local 177 v. UPS, Hillside, NJ
N-09-256: Local 30 v. UPS, Jeannette, PA
N-09-370: Local 174 v. UPS, Tukwila, WA
N-09-371: Local 174 v. UPS, Tukwila, WA
N-09-372: Local 174 v. UPS, Tukwila, WA
N-09-384: Local 174 v. UPS, Tukwila, WA
N-10-104: Local 222 v. UPS, Salt Lake City, UT
N-10-132: Local 542 v. UPS, San Diego, CA
N-10-137: Local 509 v. UPS, Taylors, SC
N-10-141: Local 162 v. UPS, Portland, OR
N-10-150: Local 962 v. UPS, Central Point, OR

The following cases were POSTPONED:

N-08-83: Local 177 v. UPS, Hillside, NJ
N-09-42: Local 901 v. UPS, San Juan, PR
N-09-57: Local 70 v. UPS, Oakland, CA
N-09-69: Local 177 v. UPS, Hillside, NJ
N-09-82: Local 804 v. UPS, Long Island City, NY
N-09-155: Local 693 v. UPS, Binghamton, NY
N-09-182: Local 177 v. UPS, Hillside, NJ
N-09-191: Local 177 v. UPS, Hillside, NJ
N-09-192: Local 177 v. UPS, Hillside, NJ
N-09-194: Local 177 v. UPS, Hillside, NJ
N-09-201: Local 177 v. UPS, Hillside, NJ
N-09-244: Local 177 v. UPS, Hillside, NJ
N-09-258: Local 992 v. UPS, Hagerstown, MD
N-09-263: Local 70 v. UPS, Oakland, CA
N-09-284: Local 804 v. UPS, Long Island City, NY
N-09-304: Local 315 v. UPS, Martinez, CA
N-09-322: Local 118 v. UPS, Rochester, NY
N-09-323: Local 901 v. UPS, San Juan, PR
N-09-336: Local 177 v. UPS, Hillside, NJ
N-09-348: Local 804 v. UPS, Long Island City, NY
N-09-364: Local 177 v. UPS, Hillside, NJ
N-09-386: Local 278 v. UPS, San Francisco, CA
N-10-12: Local 693 v. UPS, Binghamton, NY
N-10-14: UPS v. Local 177, Secaucus, NJ

N-10-15: Local 453 v. UPS, Cumberland, MD
N-10-21: Local 177 v. UPS, Hillside, NJ
N-10-28: Local 509 v. UPS, Cayce, SC
N-10-29: Local 509 v. UPS, Cayce, SC
N-10-63: Local 177 v. UPS, Hillside, NJ
N-10-64: Local 177 v. UPS, Hillside, NJ
N-10-65: Local 177 v. UPS, Hillside, NJ
N-10-66: Local 177 v. UPS, Hillside, NJ
N-10-67: Local 177 v. UPS, Hillside, NJ
N-10-68: Local 177 v. UPS, Hillside, NJ
N-10-69: Local 177 v. UPS, Hillside, NJ
N-10-70: Local 177 v. UPS, Hillside, NJ
N-10-71: Local 177 v. UPS, Hillside, NJ
N-10-72: Local 177 v. UPS, Hillside, NJ
N-10-73: Local 177 v. UPS, Hillside, NJ
N-10-74: Local 177 v. UPS, Hillside, NJ
N-10-75: Local 177 v. UPS, Hillside, NJ
N-10-76: Local 177 v. UPS, Hillside, NJ
N-10-77: Local 177 v. UPS, Hillside, NJ
N-10-78: Local 177 v. UPS, Hillside, NJ
N-10-79: Local 177 v. UPS, Hillside, NJ
N-10-82: Local 177 v. UPS, Hillside, NJ
N-10-83: Local 317 v. UPS, Syracuse, NY
N-10-84: Local 317 v. UPS, Syracuse, NY
N-10-86: Local 177 v. UPS, Hillside, NJ
N-10-89: Local 449 v. UPS, Buffalo, NY
N-10-102: Local 760 v. UPS, Yakima, WA
N-10-103: Local 952 v. UPS, Orange, CA
N-10-105: Local 170 v. UPS, Worcester, MA
N-10-109: Local 177 v. UPS, Hillside, NJ
N-10-110: Local 174 v. UPS, Tukwila, WA
N-10-111: Local 177 v. UPS, Hillside, NJ
N-10-120: Local 177 v. UPS, Hillside, NJ
N-10-121: Local 150 v. UPS, Sacramento, CA
N-10-127: Local 177 v. UPS, Hillside, NJ
N-10-130: Local 177 v. UPS, Hillside, NJ
N-10-131: UPS v. Local 25, Norwood, MA
N-10-136: Local 70 v. UPS, Oakland, CA
N-10-144: Local 63 v. UPS, Rialto, CA
N-10-168: Local 177 v. UPS, Hillside, NJ
N-10-171: Local 533 v. UPS, Reno, NV
N-10-172: Local 533 v. UPS, Reno, NV
N-10-173: Local 533 v. UPS, Reno, NV
N-10-176: Local 177 v. UPS, Hillside, NJ
N-10-177: Local 177 v. UPS, Hillside, NJ
N-10-179: Local 177 v. UPS, Hillside, NJ

N-10-182: Local 41 v. UPS, Kansas City, MO
N-10-183: Local 251 v. UPS, East Providence, RI

The following cases were put on COMMITTEE HOLD:

N-07-174: Local 70 v. UPS, Oakland, CA
N-07-176: Local 70 v. UPS, Oakland, CA
N-07-180: Local 767 v. UPS, Forest Hill, TX
N-07-225: Local 162 v. UPS, Portland, OR
N-07-230: Local 70 v. UPS, Oakland, CA
N-08-33: Local 162 v. UPS, Portland, OR
N-08-79: Local 177 v. UPS, Hillside, NJ
N-08-104: Local 70 v. UPS, Oakland, CA
N-09-17: Local 177 v. UPS, Hillside, NJ
N-09-37: Local 542 v. UPS, San Diego, CA
N-09-39: Local 533 v. UPS, Reno, NV
N-09-58: Local 638 v. UPS, Minneapolis, MN
N-09-59: Local 638 v. UPS, Minneapolis, MN
N-09-147: Local 340 v. UPS, South Portland, ME
N-09-148: Local 769 v. UPS, North Miami, FL
N-09-151: Local 480 v. UPS, Nashville, TN
N-09-153: Local 542 v. UPS, San Diego, CA
N-09-156: Local 355 v. UPS, Salisbury, MD
N-09-195: Local 992 v. UPS, Hagerstown, MD
N-09-213: Local 317 v. UPS, Syracuse, NY
N-09-217: Local 174 v. UPS, Tukwila, WA
N-09-218: Local 70 v. UPS, Oakland, CA
N-09-219: Local 150 v. UPS, Sacramento, CA
N-09-222: Local 63 v. UPS, Rialto, CA
N-09-223: Local 278 v. UPS, San Francisco, CA
N-09-229: Local 991 v. UPS, Mobile, AL
N-09-231: Local 769 v. UPS, North Miami, FL
N-09-237: Local 79 v. UPS, Tampa, FL
N-09-286: Local 449 v. UPS, Buffalo, NY
N-09-297: Local 355 v. UPS, Baltimore, MD
N-09-313: Local 771 v. UPS, Lancaster, PA
N-09-319: Local 61 v. UPS, Asheville, NC
N-09-324: Local 597 v. UPS, South Barre, VT
N-09-325: Local 294 v. UPS, Albany, NY
N-09-345: Local 449 v. UPS, Buffalo, NY
N-09-362: Local 177 v. UPS, Hillside, NJ
N-09-367: Local 70 v. UPS, Oakland, CA
N-09-368: Local 70 v. UPS, Oakland, CA
N-09-369: Local 70 v. UPS, Oakland, CA
N-09-398: Local 70 v. UPS, Oakland, CA
N-10-03: Local 769 v. UPS, North Miami, FL
N-10-05: Local 769 v. UPS, North Miami, FL

N-10-06: Local 519 v. UPS, Knoxville, TN
N-10-07: Local 480 v. UPS, Nashville, TN
N-10-16: Local 391 v. UPS, Raleigh, NC
N-10-62: Local 61 v. UPS, Asheville, NC
N-10-88: Local 449 v. UPS, Buffalo, NY
N-10-96: Local 483 v. UPS, Boise, ID
N-10-124: Local 177 v. UPS, Hillside, NJ
N-10-129: Local 519 v. UPS, Knoxville, TN
N-10-133: Local 413 v. UPS, Columbus, OH

The following cases were ON IN ERROR:

N-08-125: Local 988 v. UPS, Houston, TX
N-09-220: Local 17 v. UPS, Denver, CO
N-09-221: Local 17 v. UPS, Denver, CO
N-10-02: Local 769 v. UPS, North Miami, FL
N-10-08: Local 480 v. UPS, Nashville, TN
N-10-09: Local 480 v. UPS, Nashville, TN
N-10-13: Local 509 v. UPS, Taylors, SC
N-10-50: Local 177 v. UPS, Hillside, NJ
N-10-98: Local 174 v. UPS, Tukwila, WA
N-10-112: Local 177 v. UPS, Hillside, NJ
N-10-113: Local 177 v. UPS, Hillside, NJ

Chair Hall called Case N-09-298: Local 959 v. UPS, Anchorage, AK
On behalf of **all affected employees**, Union alleges a violation of **Article 34, Section 4**, claiming that UPS has refused to reallocate \$0.25 of the pension increase as a wage increase. This is a direct violation of Article 34 of the NMA.

DECISION: Based on the facts presented, the GRIEVANCE IS DENIED.

Chair Capozzoli called Case N-09-308: Local 480 v. UPS, Nashville, TN
On behalf of **Jason Kolb**, Union alleges that the Company violated **Article 39, Section 9 and all others that apply**, claiming grievant only received \$0.40 cents out of a \$0.70 cent wage increase due per the CBA 2/1/09.

Heard with Case N-09-309: Local 480 v. UPS, Nashville, TN
On behalf of **Jeff Duke**, Union alleges that the Company violated **Article 39, Section 9 and all others that apply**, claiming grievant only received \$0.40 cents out of a \$0.70 cent wage increase due per the CBA 2/1/09.

DECISION: Based on the facts presented, GRIEVANTS ARE BEING PAID THE CORRECT PAY RATE.

Chair Martorana called Case N-09-326: Local 30 v. UPS, Jeannette, PA
On behalf of **all affected employees**, Union alleges that the Company violated **Article 3, Section 7 and all others that apply**, claiming management is doing bargaining unit work. Management has instructed New Stanton metro drivers to call in packages that have bad addresses on them to have each package "looked up" by Management personnel for correction.

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

Chair Capozzoli called Case N-09-327: Local 177 v. UPS, Hillside, NJ
On behalf of **Hugh Scully**, Union alleges that the Company violated **Article 21 and Article 37**, claiming grievant being harassed - excessive OJS (6/29/09).

Heard with Case N-09-328: Local 177 v. UPS, Hillside, NJ
On behalf of **Hugh Scully**, Union alleges that the Company violated **Article 21 and Article 4**, claiming grievant

being harassed - excessive OJS
(6/29 through 7/2/09).

Case N-09-329: Local 177 v. UPS, Hillside, NJ
On behalf of **Hugh Scully**,
Union alleges that the Company
violated **Article 21 and**
Article 37, claiming grievant
being harassed - excessive OJS
(7/3/09).

Case N-09-330: Local 177 v. UPS, Hillside, NJ
On behalf of **Hugh Scully**,
Union alleges that the Company
violated **Article 21, Section 4**
and Article 37, claiming
grievant being harassed -
excessive OJS (7/13/09).

Case N-09-331: Local 177 v. UPS, Hillside, NJ
On behalf of **Hugh Scully**,
Union alleges that the Company
violated **Article 21 and**
Article 37, claiming grievant
being harassed - excessive OJS
(7/14/09).

Case N-09-332: Local 177 v. UPS, Hillside, NJ
On behalf of **Hugh Scully**,
Union alleges that the Company
violated **Article 21 and**
Article 37, claiming grievant
being harassed - excessive OJS
(8/3/09).

And Case N-09-333: Local 177 v. UPS, Hillside, NJ
On behalf of **Hugh Scully**,
Union alleges that the Company
violated **Article 21 and**
Article 37, claiming grievant
being harassed - excessive OJS
(8/5/09).

**DECISION: Based on the facts presented, THE PARTIES ARE
INSTRUCTED TO COMPLY WITH ARTICLE 37.**

Chair Capozzoli called Case N-09-337: Local 177 v. UPS, Hillside, NJ
On behalf of **all journeymen and maintenance mechanics**,
Union alleges a violation of **Article 32**, claiming that the
Company subcontracted bargaining unit work.
Specifically, removed and replaced grating, while
qualified journeymen/maintenance mechanics were
available (6/6/09).

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

Chair Capozzoli called Case N-09-338: Local 177 v. UPS, Hillside, NJ
On behalf of **all journeymen and maintenance mechanics**,
Union alleges a violation of **Article 32**, claiming that the
Company subcontracted bargaining unit work.
Specifically, removed and replaced belts for exhaust
fans while qualified journeymen/maintenance
mechanics were available (8/5/09).

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

Chair Capozzoli called Case N-09-339: Local 177 v. UPS, Hillside, NJ
On behalf of **all journeymen and maintenance mechanics**,
Union alleges a violation of **Article 32**, claiming that the
Company subcontracted bargaining unit work.
Specifically, installed anti-turnoff device on circuit
breakers while qualified journeymen/maintenance
mechanics were available (8/3/09 and ongoing).

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

Chair Capozzoli called Case N-09-340: Local 177 v. UPS, Hillside, NJ
On behalf of **all journeymen and maintenance mechanics**,
Union alleges a violation of **Article 32**, claiming that the
Company subcontracted bargaining unit work.
Specifically, removed and replaced valve in feeder car
wash while qualified journeymen/maintenance
mechanics were available (6/6/09).

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

Chair Capozzoli called Case N-09-341: Local 177 v. UPS, Hillside, NJ
On behalf of **all journeymen and maintenance mechanics**,
Union alleges a violation of **Article 32**, claiming that the
Company subcontracted bargaining unit work.
Specifically, removed and replaced flow meter and shear
valve while qualified journeymen/maintenance
mechanics were available (7/13/09).

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

Chair Capozzoli called Case N-09-342: Local 177 v. UPS, Hillside, NJ
On behalf of **all journeymen and maintenance mechanics**,
Union alleges a violation of **Article 32**, claiming that the
Company subcontracted bargaining unit work.
Specifically, install netting to prevent packages from
falling down to floor while qualified journeymen/
maintenance mechanics were available (6/12/09).

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

Chair Capozzoli called Case N-09-343: Local 177 v. UPS, Hillside, NJ
On behalf of **all journeymen and maintenance mechanics**,
Union alleges a violation of **Article 32**, claiming that the
Company subcontracted bargaining unit work.
Specifically, removed and replaced electrical piping
while qualified journeymen/maintenance
mechanics were available (6/6/09).

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

Chair Capozzoli called Case N-09-344: Local 177 v. UPS, Hillside, NJ
On behalf of **all journeymen and maintenance mechanics**,
Union alleges a violation of **Article 32**, claiming that the
Company subcontracted bargaining unit work.
Specifically, installed fans while qualified journeymen/
maintenance mechanics were available (7/23/09).

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

Chair Capozzoli called Case N-10-01: Local 516 v. UPS, Muskogee, OK
On behalf of **Phillip Cross**,
Union alleges a violation of **Article 15 and all others that apply**,
claiming that the Company has failed to give grievant
vacation that he is entitled to for the year 2009.

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

Chair Capozzoli called Case N-10-17: Local 391 v. UPS, Raleigh, NC
On behalf of **Paul Hayes**, Union alleges that the Company
violated **Article 17 and all others that apply**. The
Company settled a complaint for grievant on 1/8/09,

agreeing to pay him eight (8) hours straight time. The Company did not pay him his grievance pay and on 1/27/09 he filed a complaint requesting eight (8) hours penalty pay under Article 17.

DECISION: Based on the facts presented, PAY GRIEVANT EIGHT (8) HOURS AT STRAIGHT TIME RATE OF PAY.

Chair Capozzoli called Case N-10-24: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges that the Company violated **Article 32**, claiming subcontractors performed bargaining unit work (1/24/10).

DECISION: Based on the facts presented, case is REFERRED BACK TO THE PARTIES FOR SETTLEMENT WITHIN 30 DAYS. This Panel shall retain jurisdiction.

Chair Capozzoli called Case N-10-25: Local 177 v. UPS, Hillside, NJ
On behalf of **James McNerney**, Union alleges that the Company violated **Article 32**, claiming subcontractors performed bargaining unit work (10/15/09).

DECISION: Based on the facts presented, case is REFERRED BACK TO THE PARTIES FOR SETTLEMENT WITHIN 30 DAYS. This Panel shall retain jurisdiction.

Chair Capozzoli called Case N-10-26: Local 177 v. UPS, Hillside, NJ
On behalf of **Walter Morton**, Union alleges that the Company violated **Article 32**, claiming subcontractors performed bargaining unit work (10/26/09).

DECISION: Based on the facts presented, case is REFERRED BACK TO THE PARTIES FOR SETTLEMENT WITHIN 30 DAYS. This Panel shall retain jurisdiction.

Chair Capozzoli called Case N-10-30: Local 294 v. UPS, Albany, NY
On behalf of **all affected employees**, Union alleges that the Company is in violation of **Article 22, Section 7** claiming that Part-Time employees are entitled to Holiday Pay based on hire date or seniority date.

DECISION: Based on the facts presented, case is REFERRED BACK TO THE PARTIES FOR POSSIBLE SETTLEMENT. This Committee retains jurisdiction.

Chair Capozzoli called Case N-10-33: Local 177 v. UPS, Hillside, NJ
On behalf of **Frank Roig**, Union alleges that the Company violated **Article 17**, claiming grievant was not paid for all time spent in service of the Employer.

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

Chair Capozzoli called Case N-10-34: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges a violation of **Article 32**. UPS subcontracted bargaining unit work while qualified journeyman/maintenance mechanics were available specifically install cabinets at doors 1, 21, 31, 41, 51 and tap into existing circuits to power them (12/18/09 and 12/20/09).

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

Chair Capozzoli called Case N-10-35: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges a violation of **Article 32**. UPS subcontracted bargaining unit work while qualified journeyman/maintenance mechanics were available

specifically repair heater on door 230 (12/27/09).

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

Chair Capozzoli called Case N-10-36: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges a violation of **Article 32**. UPS subcontracted bargaining unit work while qualified journeyman/maintenance mechanics were available specifically, install DIAD board that fell off wall (5/26/09).

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

Chair Capozzoli called Case N-10-37: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges a violation of **Article 32**. UPS subcontracted bargaining unit work while qualified journeyman/maintenance mechanics were available specifically, replaced fall out chute on #MS-F1-4B (2/29/08).

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

Chair Capozzoli called Case N-10-38: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges a violation of **Article 32**. UPS subcontracted bargaining unit work while qualified journeyman/maintenance mechanics were available specifically, lighting (12/21/09).

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

Chair Capozzoli called Case N-10-39: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges a violation of **Article 32**. UPS

subcontracted bargaining unit work while qualified journeyman/maintenance mechanics were available specifically, hanging banners (3/6/08).

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

Chair Capozzoli called Case N-10-40: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges a violation of **Article 32**. UPS subcontracted bargaining unit work while qualified journeyman/maintenance mechanics were available specifically, painting walls at Block House "C", hang boards and paint lines in parking lot (7/14/09).

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

Chair Capozzoli called Case N-10-41: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges a violation of **Article 32**. UPS subcontracted bargaining unit work while qualified journeyman/maintenance mechanics were available specifically, repair roof leak, repair A/C complex "C", repair Cat forklift (6/15/09).

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

Chair Capozzoli called Case N-10-42: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges a violation of **Article 32**. UPS subcontracted bargaining unit work while qualified journeyman/maintenance mechanics were available specifically, unclog sink in hazmat area (7/13/09).

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

Chair Capozzoli called Case N-10-43: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges a violation of **Article 32**. UPS subcontracted bargaining unit work while qualified journeyman/maintenance mechanics were available specifically, replace and repair hose on forklift at middle deck (7/13/09).

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

Chair Capozzoli called Case N-10-44: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges a violation of **Article 32**. UPS subcontracted bargaining unit work while qualified journeyman/maintenance mechanics were available specifically, paint room in "F" complex, rake rocks along feeder wash tunnel, repair and replace cable along fence line (7/15/09 and 7/18/09).

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

Chair Capozzoli called Case N-10-45: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges a violation of **Article 32**. UPS subcontracted bargaining unit work while qualified journeyman/maintenance mechanics were available specifically, run pipe from water fountain at door 142/143 (7/24/09).

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

Chair Capozzoli called Case N-10-46: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges a violation of **Article 32**. UPS

subcontracted bargaining unit work while qualified journeyman/maintenance mechanics were available specifically, install water fountain between doors 142/143 (7/31/09).

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

Chair Capozzoli called Case N-10-47: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges a violation of **Article 32**. UPS subcontracted bargaining unit work while qualified journeyman/maintenance mechanics were available specifically, install floor tile at Over Goods room (7/23/09).

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

Chair Capozzoli called Case N-10-48: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges a violation of **Article 32**. UPS subcontracted bargaining unit work while qualified journeyman/maintenance mechanics were available specifically, modify SS-F1-6 slide (10/15/09).

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

Chair Capozzoli called Case N-10-49: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges a violation of **Articles 32 and 4**. UPS subcontracted bargaining unit work while qualified journeyman/maintenance mechanics were available specifically, lower chutes for PD 12-4 and PD 9-4A (9/13/09).

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

Chair Capozzoli called Case N-10-51: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges a violation of **Article 32**. UPS subcontracted bargaining unit work while qualified journeyman/maintenance mechanics were available specifically, repair and replace two (2) toilet seats in Rutherford bathroom (9/9/09).

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

Chair Capozzoli called Case N-10-52: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges a violation of **Article 32**. UPS subcontracted bargaining unit work while qualified journeyman/maintenance mechanics were available specifically, install diamond plating at guard shack (11/9/09).

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

Chair Capozzoli called Case N-10-53: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges a violation of **Article 32**. UPS subcontracted bargaining unit work while qualified journeyman/maintenance mechanics were available specifically, re-secure existing stall partition to the wall of the restroom (12/4/09 - 12/7/09).

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

Chair Capozzoli called Case N-10-54: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges a violation of **Article 32**. UPS

subcontracted bargaining unit work while qualified journeyman/maintenance mechanics were available specifically, relocated wall mounted book shelf to an opposite wall in office number 146 (12/18/09).

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

Chair Capozzoli called Case N-10-55: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges a violation of **Article 32**. UPS subcontracted bargaining unit work while qualified journeyman/maintenance mechanics were available specifically, buffed out nine (9) ADOC chutes (12/29/09).

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

Chair Capozzoli called Case N-10-56: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges a violation of **Article 32**. UPS subcontracted bargaining unit work while qualified journeyman/maintenance mechanics were available specifically, replaced an old worn out air compressor (12/14/09).

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

Chair Capozzoli called Case N-10-57: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges a violation of **Article 32**. UPS subcontracted bargaining unit work while qualified journeyman/maintenance mechanics were available specifically, install new start/stop switch (1/22/10).

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

Chair Capozzoli called Case N-10-58: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges a violation of **Article 32**. UPS subcontracted bargaining unit work while qualified journeyman/maintenance mechanics were available specifically, remove towel dispensers in Square D bathrooms (1/5/10).

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

Chair Capozzoli called Case N-10-59: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges a violation of **Article 32**. UPS subcontracted bargaining unit work while qualified journeyman/maintenance mechanics were available specifically, box line chain (12/21/09).

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

Chair Capozzoli called Case N-10-85: Local 317 v. UPS, Syracuse, NY
On behalf of **all affected employees**, Union alleges that the Company is in violation of **Article 22, Section 7**, claiming part-timers are not being paid holiday pay after one year of active employment.

DECISION: Based on the facts presented, this case is REFERRED BACK TO THE PARTIES FOR SETTLEMENT; this Committee retains jurisdiction.

Chair Gough called Case N-10-91: Local 162 v. UPS, Portland, OR
On behalf of **Jonathan Redshaw, Jack Oswald, et al.**, Union alleges a violation of **Articles 17 and 22 NMA and Article 23 WRS**. The Company unilaterally changed the rate of pay from skilled to unskilled for the

primary sorters on the Twilight shift at the Tualatin, Oregon facility. Union requests that the Company be instructed to reinstate the skilled rate of pay to all affected employees, pay the shortage, including appropriate penalty pay.

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

Chair Marshall called Case N-10-92: Local 162 v. UPS, Portland, OR
On behalf of **Jeffrey Holloway**, Union alleges that the Company violated **Article 37**, by not giving due consideration to the grievant's physical condition.

DECISION: Based on the facts presented, there is NO VIOLATION OF ARTICLE 37; however, in this case if the grievant requests to use the service elevator, he shall be permitted to do so when practical.

Chair Capozzoli called Case N-10-94: Local 278 v. UPS, San Francisco, CA
On behalf of **Paul Koplén**, Union alleges that the Company violated Article 37, Section 1(d), claiming improper removal of grievant for theft of time.

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

Chair Capozzoli called Case N-10-95: Local 278 v. UPS, San Francisco, CA
On behalf of **Elaine Donlin**, Union alleges a violation of **Article 3, Section 7**, claiming supervisors performing bargaining unit work (4/24/09 and continuing).

DECISION: Based on the facts presented, PAY 800 HOURS AT THE APPROPRIATE RATE OF PAY.

Chair Capozzoli called Case N-10-99: Local 278 v. UPS, San Francisco, CA
On behalf of **Jose Lopez**, Union alleges that the Company is in violation of **Article 7, Section 7 NCSA**, claiming grievant was not

paid in a timely manner for his grievance.

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

Chair Marshall called Case N-10-101: Local 760 v. UPS, Yakima, WA
On behalf of **Roy Flores**, Union alleges that the Company violated **Article 16, Section 3.3**, when it sent grievant for treatment outside the five-day contractual window.

DECISION: Based on the facts presented, the Company does not waive its right under 16.3.3 to have an employee assessed if it goes beyond five (5) days. Based on the unique circumstances in this case, the pay claim is REFERRED BACK for resolution.

Chair Marshall called Case N-10-106: Local 162 v. UPS, Portland, OR
On behalf of **Christmann, Crooks, Fulton, Zisa, Wells, et al.**, Union alleges that the Company violated **Article 18 NMA and Article 23 WRS**, by not installing anti-fatigue mats in areas with metal grating.

DECISION: Based on the facts presented, case is REFERRED BACK, this Committee retains jurisdiction.

Chair Marshall called Case N-10-107: Local 30 v. UPS, Jeannette, PA
On behalf of **Ray Crabtree**, Union alleges that the Company violated **Article 16, Section 3** claiming that grievant (a Feeder Driver) was denied all opportunities of work (including inside work) for four (4) days while he awaited his assessment and beyond by the SAP.

DECISION: Based on the facts presented, GRIEVANT SHALL BE PAID FOUR (4) DAYS, NO REFERENCE, NO PRECEDENT.

Chair Marshall called Case N-10-114: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges that the Company is in violation of

Article 18, claiming that radios should be permitted in the cab of trucks as long as they are secured and do not impede the driver's daily routine.

DECISION: Based on the facts presented, case is REFERRED BACK; this Committee retains jurisdiction.

Chair Schultz called Case N-10-115: Local 177 v. UPS, Hillside, NJ
On behalf of **Bob Bodnar**, Union alleges that the Company violated **Article 20, Section 4**, claiming grievant was returned to work by Company doctor and his doctor physically fit, however, medically unqualified to drive.

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

Chair Schultz called Case N-10-116: Local 63 v. UPS, Rialto, CA
On behalf of **Cheryl Brown**, Union alleges a violation of **Article 14, Section 3**, claiming that the Company refuses to abide by previous accommodation.

DECISION: Based on the facts presented, the 4/28/05 signed Agreement will replace bullet point #2 on the Company-executed document; delete bullet point #5 for full and final settlement of this issue.

Chair Schultz called Case N-50-09: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, union alleges a violation of **Article 18**. The Company is putting employees in unsafe working conditions and work area by adding onto MBC unit (12/12/08) (**REDOCKETED**).

Heard with Case N-51-09: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, union alleges a violation of **Article 18**. The

Company is putting employees in unsafe working conditions and work area by adding onto MBC unit (12/15/08) (**REDOCKETED**).

DECISION: Based on the facts presented, these cases are REFERRED BACK; this Committee holds jurisdiction.

Chair Schultz called Case N-10-118: Local 177 v. UPS, Hillside, NJ
On behalf of **Mark Howard**, Union alleges a violation of **Article 14, Section 3**, citing the Company's failure to allow hearing impaired grievant to take audiometric hearing examination, in violation of applicable DOT regulations and the ADA.

DECISION: Based on the facts presented, the COMPANY POINT OF ORDER IS UPHELD.

Chair Schultz called Case N-10-119: Local 177 v. UPS, Hillside, NJ
On behalf of **Mark Howard**, Union alleges a violation of **Article 14, Section 3**, claiming the Company refused to provide an interpreter for a DOT medical evaluation as per ADA.

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

Chair Schultz called Case N-10-122: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges that the Company violated **Article 18**. UPS Supervisor and Feeder Safety Committee Co-Chairman, Bill Howie, violated DOT regulations and ordered Feeder Driver Dave Schumacher to work unsafely.

DECISION: Based on the facts presented, the COMPANY IS INSTRUCTED TO ABIDE BY ARTICLE 18. There is no pay claim.

Chair Schultz called Case N-10-123: Local 177 v. UPS, Hillside, NJ
On behalf of **Tom Black**, Union alleges that the Company violated **Articles 20 and 32**. Grievant met the requirements for a disqualified driver but the Company did not offer him a disqualified driver position and instead required him to file for an ADA accommodation.

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

Chair Marshall called Case N-10-128: Local 480 v. UPS, Nashville, TN
On behalf of **Steve Odom**, Union alleges a violation of **Article 18, Section 8 and all others that apply**. Article 18, Section 8 allows for transistor radios in package cars and states that transistor radios will be allowed in package cars.

DECISION: Based on the facts presented, the GRIEVANCE IS DENIED. Under Article 18, Section 8, the Employer is under no obligation to provide power hook-ups for radios in package cars.

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

DECISION: Based on the facts presented, there is NO VIOLATION OF ARTICLE 43.

Chair Turner called Case N-08-421: Local 30 v. UPS, Jeannette, PA
On behalf of **Russell L. Booker, et al.**, Union alleges that the

Company violated **Article 43**, claiming drivers want to be paid for their 15-minute break without taking meal period (**REDOCKETED**).

DECISION: Based on the facts presented, CASE IS REFERRED BACK TO THE PARTIES.

Chair Turner called Case N-10-134: Local 413 v. UPS, Columbus, OH
On behalf of **all affected employees**, Union alleges a violation of **Article 43, and the 43 Committee ruling dated 11/3/08**. On 11/1/08 the Company took the position that they will run the runs in question by mileage in defiance of Article 43 and the 43 Committee decision. Union requests that the Company comply with the 43 Committee decision and make whole all drivers affected by the Company's actions.

DECISION: This case is improper before this Committee.

Chair Turner called Case N-10-135: Local 638 v. UPS, Minneapolis, MN
On behalf of **James Koonce**, Union alleges that the Company violated **Article 43**. On 6/11/09, Northbound I-65 was closed due to traffic accident. When rerouted off of I-65, grievant called ICC and gave them the time he went off route then called again thirty-two minutes later when he got back on route.

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

Chair Turner called Case N-10-138: Local 177 v. UPS, Hillside, NJ
On behalf of **Ed Kouyoumijian**, Union alleges a violation of **Article 43**, claiming that the Company is not paying time-and-one-half for hourly work

performed at the beginning of a
mileage run.

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

Chair Chambers called Case N-10-139: Local 177 v. UPS, Hillside, NJ
On behalf of **Mike Carmechi**,
Union alleges that the Company
violated **Article 43**, claiming
grievant was paid mileage rate
for an hourly run.

Heard with Case N-10-140: Local 177 v. UPS, Hillside, NJ
On behalf of **Mike Carmechi**,
Union alleges that the Company
violated **Article 17**, claiming
that grievant was paid mileage
rate rather than hourly rate
which resulted in a \$126.98
pay shortage.

**DECISION: Based on the facts presented, these CASES ARE
DEADLOCKED ON THE COMPANY'S POINT OF ORDER ON UNTIMELY GRIEVANCE.**

Chair Chambers called Case N-10-142: Local 162 v. UPS, Portland, OR
On behalf of **Rich Stevens and
Burt Sytama**, Union alleges
that the Company violated
Article 43, by not paying
delay time to Sleeper Time
drivers for time spent
changing tractors between the
first and second leg of their
mileage run. Union requests
both drivers be made whole in
every way.

DECISION: Settled during Executive Session.

Chair Chambers called Case N-10-143: Local 63 v. UPS, Rialto, CA
On behalf of **Joe Maldonado**,
Union alleges that the
Company violated **Article 43
and Article 17**, claiming
that grievant worked
approximately 8 hours local
and then went on a sleeper

run without the payment of any overtime.

DECISION: Based on the facts presented, case is REFERRED BACK to the Western Region Grievance Committee.

Chair Chambers called Case N-10-145: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges that the Company violated **Article 43**, by implementing sleeper team runs without approval of the Local Union or Joint Premium Service Review Committee (1/11/10 and ongoing).

DECISION: Based on the facts presented, this Committee finds NO VIOLATION OF ARTICLE 43. However, the Company will continue to review changes in Sleeper Team runs.

Chair Chambers called Case N-10-146: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges that the Company violated **Article 43**, by creating mileage runs that affect Local 177 without Union's review or approval (1/25/10 and ongoing).

DECISION: Based on the facts presented, the COMPANY WILL ABIDE BY SECTION 2 OF THE ARTICLE 43 GUIDELINES.

Chair Chambers called Case N-10-147: Local 455 v. UPS, Denver, CO
On behalf of **Doug Brees**, Union alleges a violation of **Article 43**, claiming that the Company eliminated five (5) Wamsutter runs; work was put on train.

DECISION: Based on the facts presented, case is REFERRED BACK to the Joint Area Committee.

Chair Rosentrater called Case N-10-148: Local 206 v. UPS, Eugene, OR
On behalf of **Doug Sabin**, Union alleges that the Company violated **Article 37**,

Section 1(c), by not honoring grievant's request on Opt-In list.

DECISION: Based on the facts presented, the COMPANY WILL CONTINUE TO COMPLY WITH ARTICLE 37.

Chair Rosentrater called Case N-10-159: Local 63 v. UPS, Rialto, CA
On behalf of **Bruce Stone**, Union alleges that the Company violated **Article 37**. Grievant has been caused to work continually over nine and one-half (9.5) hours per day with no relief. The National Panel ruled that the Company would abide by NMUPS Article 37, Section 1(c); we are asking that the Company actually do that.

DECISION: Based on the facts presented in this particular case, the PARTIES ARE INSTRUCTED TO MEET IN AN EFFORT TO RESOLVE THE DISPATCH ON BRUCE STONE AND BRING HIM IN COMPLIANCE WITH ARTICLE 37. The Committee retains jurisdiction of this case.

Chair Rosentrater called Case N-10-162: Local 278 v. UPS, San Francisco, CA
On behalf of **Paul Giangrasso**, Union alleges a violation of **Article 37**. The Employer is continually working Grievant more than nine and one-half (9.5) hours per day, three (3) or more days a week, multiple weeks beginning Weeks Ending 6/13/09, 6/20/09, 6/27/09, 8/15/09, 8/29/09, 9/5/09, 9/12/09, 9/19/09, 9/26/09, 10/3/09, 10/10/09 and 10/17/09.

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

Chair Rosentrater called Case N-10-164: Local 278 v. UPS, San Francisco, CA
On behalf of **Richard Morgan**, Union alleges a violation of **Article 37**. The Employer is continually working Grievant more than nine and one-half (9.5) hours per day, three (3)

or more days a week, multiple weeks beginning Weeks Ending 7/11/09, 8/22/09, 9/19/09, 10/3/09 and 10/24/09.

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

Chair Rosentrater called Case N-10-165: Local 278 v. UPS, San Francisco, CA
On behalf of **Jeff Latus**, Union alleges a violation of **Article 37**. The Employer is continually working Grievant more than nine and one-half (9.5) hours per day, three (3) or more days a week, multiple weeks beginning Weeks Ending 8/8/09, 8/15/09, 8/22/09, 8/29/09, 9/12/09, 9/19/09 and 10/17/09.

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

Chair Rosentrater called Case N-10-167: Local 278 v. UPS, San Francisco, CA
On behalf of **Kingston Hom**, Union alleges a violation of **Article 37**. The Employer is continually working Grievant more than nine and one-half (9.5) hours per day, three (3) or more days a week, multiple weeks beginning Weeks Ending 6/13/09, 6/27/09, 7/4/09, 7/18/09, 7/25/09, 8/1/09, 8/8/09, 8/15/09, 8/29/09, 9/5/09, 9/19/09, 9/26/09 and 10/3/09.

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

Chair Rosentrater called Case N-10-174: Local 483 v. UPS, Boise, ID
On behalf of **Jeff Halopff**, Union alleges a violation of **Article 37, Section 1(c)**, claiming the Company is dispatching drivers with too much work (6/6/09).

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

Chair Martorana called Case N-10-175: Local 344 v. UPS, Milwaukee, WI
On behalf of **all affected employees**, Union alleges a violation of **Article 32** claiming the Company is paying the improper rate to employees in the wage progression.

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

Chair Capozzoli called Case N-10-178: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges a violation of **Articles 1, 38 and 32**, claiming that Company refuses to provide Local with an adequate reason for the layoff of Full-Time Porters, thus violating the mutual intent of the parties to preserve and protect work and job opportunities.

DECISION: Based on the facts presented, this case is REFERRED BACK TO THE PARTIES FOR SETTLEMENT WITHIN 30 DAYS. The Panel shall retain jurisdiction.

Chair Rosentrater called Case N-10-181: Local 174 v. UPS, Tukwila, WA
On behalf of **R.J. Barnette**, Union alleges that the Company is in violation of **Article 37, Section 1(c)**, by failing to honor grievant's request to have his overtime reduced in accordance with the CBA.

DECISION: Based on the facts presented in this case, the COMPANY IS INSTRUCTED TO PAY THE GRIEVANT AS IS OUTLINED IN ARTICLE 37 FOR VIOLATIONS OF THIS ARTICLE for the following time period: Week Ending July 11, 2009 through Week Ending October 24, 2009.