

TEAMSTERS UNITED PARCEL SERVICE
NATIONAL GRIEVANCE COMMITTEE

DOCKET

March 1 - 5, 2010

3:00 P.M.

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

CASES CARRIED OVER:

- N-174-07: Local 70 v. UPS, Oakland, CA
On behalf of **Tom Geagan**, Union alleges violation of **Article 38, NMUPSA and Articles 7 and 17, NCSA**, claiming Company did not adhere to a grievance settlement.
- N-176-07: Local 70 v. UPS, Oakland, CA
On behalf of **Keith Barros**, Union alleges Company violating **Articles 1 and 7**, by subcontracting freight.
- N-180-07: Local 767 v. UPS, Forest Hill, TX
On behalf of **all affected employees**, Union alleges Company violation of **Article 17**, claiming that employees are not being paid for time spent obtaining badge required to enter UPS air operations.
- N-225-07: Local 162 v. UPS, Portland, OR
On behalf of **all affected employees**, Union alleges Company violated **Article 17**, claiming that all time spent obtaining necessary airport identification is time spent in service of the Employer. Article 17 obligates the Employer to pay employees for all time spent in service of the Employer.
- N-230-07: Local 70 v. UPS, Oakland, CA
On behalf of **all affected NorCal Locals**, Union alleges violation of **Articles 1, 26 and 32**, claiming Company is subcontracting UPS Mail Innovations work.
- N-33-08: Local 162 v. UPS, Portland, OR
On behalf of **all affected employees**, Union alleges a violation of **Articles 1 and 32**, claiming that the Company is subcontracting work to the U.S. Postal Service.
- N-79-08: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges a violation of **Article 1 and 32**, claiming that the Company outsourced bargaining unit work.
- N-83-08: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges that the Company violated **Article 17**, claiming that full-time helpers are reporting to designated job

sites on their own time. Company should be paying employees for all travel time to and from building - issues had been settled previously.

- N-104-08: Local 70 v. UPS, Oakland, CA
On behalf of **all affected employees**, Union alleges violation of **Article 32**, claiming that the Company is subcontracting UPS Package work to SCS (RC 3-07-148).
- N-17-09: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges that the Company violated **Article 22** by refusing to maintain Article 22 jobs created in the Local's jurisdiction.
- N-37-09: Local 542 v. UPS, San Diego, CA
On behalf of **all affected employees**, Union alleges a violation of **Article 22, Section 3**, claiming that the Company is refusing to post permanently vacated 22.3 positions.
- N-39-09: Local 533 v. UPS, Reno, NV
On behalf of **all affected employees**, Union alleges a violation of **Article 22**, claiming that the Company should only count Package Car positions in the six to one ratio.
- N-153-09: 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-155-09: Local 693 v. UPS, Binghamton, NY
On behalf of **all affected employees**, Union alleges a violation of **Article 22, Section 3**, claiming that position #8265 was eliminated. Union is unable to find out where it went or who is now in the position.
- N-156-09: Local 355 v. UPS, Salisbury, MD
On behalf of **all affected employees**, Union alleges that the Company violated **Article 22, Section 3 and all others that apply**, and asks that vacated positions be bid and filled.

- N-176-09: Local 177 v. UPS, Hillside, NJ
On behalf of **Shaquan Robinson**, Union alleges that the Company violated **Article 7**. Grievant should have remained on the job, not discharged, and then given a seven (7) day suspension. There is no cardinal infraction.
- N-177-09: Local 177 v. UPS, Hillside, NJ
On behalf of **Tyesha Leslie**, Union alleges that the Company violated **Article 7**. Grievant should have remained on the job, not discharged, and then given a seven (7) day suspension. There is no cardinal infraction.
- N-178-09: Local 177 v. UPS, Hillside, NJ
On behalf of **Chris Pardon**, Union alleges that the Company violated **Article 7**. Grievant should have remained on the job, not discharged, and then given a seven (7) day suspension. There is no cardinal infraction.
- N-179-09: Local 177 v. UPS, Hillside, NJ
On behalf of **Allen Tappin**, Union alleges that the Company violated **Article 7**. Grievant should have remained on the job, not discharged, and then given an eleven (11) day suspension. There is no cardinal infraction.
- N-182-09: Local 177 v. UPS, Hillside, NJ
On behalf of **Ray Maurer and all affected Journeymen and Maintenance Mechanics**, Union alleges a violation of **Article 32**, claiming UPS subcontracted bargaining unit work, specifically removing and replacing T Belts while qualified journeyman/maintenance mechanics were available.
- N-191-09: Local 177 v. UPS, Hillside, NJ
On behalf of **Rich Edwards**, Union alleges that the Company violated **Article 21**, claiming that Manager Joe Rooth threatened to retaliate against Shop Steward Rich Edwards if he filed a grievance.
- N-192-09: Local 177 v. UPS, Hillside, NJ
On behalf of **Rich Edwards**, Union alleges that the Company violated **Article 37**, claiming that Manager Joe Rooth continues to intimidate and harass employees.

- N-194-09: Local 177 v. UPS, Hillside, NJ
On behalf of **Rich Edwards**, Union alleges a violation of **Article 18**. The Company is putting all employees at risk with a rogue Manager Joe Rooth in the Mount Olive Facility.
- N-195-09: Local 992 v. UPS, Hagerstown, MD
On behalf of **all affected employees**, Union alleges that the Company violated **Article 22, Section 3**. On 8/29/08 the Company failed to fill the 22.3 full-time combination vacancy at the Hagerstown, Maryland UPS building. Sister Brook Russ held the 22.3 position since 2/1/07. In August 2008 Sister Russ successfully bid and was awarded a full-time package car job vacancy that was created due to a resignation in the package classification. However, the Company failed to complete the contractual job selection procedure and post and fill the 22.3 vacancy that occurred when Sister Russ transferred to the package classification. The Company could not show that the 22.3 full-time position was moved to another UPS Location. A timely grievance was filed.
- N-201-09: Local 177 v. UPS, Hillside, NJ
On behalf of **Keith Klemish**, Union alleges that the Company violated **Articles 6 and 37**, claiming members are being harassed for refusing to sign documents.
- N-213-09: Local 317 v. UPS, Syracuse, NY
On behalf of **all affected employees**, Union alleges a violation of **Article 22.3**, claiming UPS has failed to replace Article 22.3 jobs and is not providing info on where jobs have gone.
- N-217-09: Local 174 v. UPS, Tukwila, WA
On behalf of **Joe Rogerson**, Union alleges that the Company violated **Article 3, Section 7**, claiming Supervisor is performing bargaining unit work.
- N-218-09: Local 70 v. UPS, Oakland, CA
On behalf of **all affected employees within NorCal**, Union alleges a violation of **Article 22 and all others that apply**, claiming that the Company is not replacing Article 22.3 jobs.

- N-219-09: Local 150 v. UPS, Sacramento, CA
On behalf of **all affected employees**, Union alleges a violation of **Article 22, Section 3**, claiming that the Company is not filling 22.3 jobs.
- N-220-09: Local 17 v. UPS, Denver, CO
On behalf of **all affected CSI employees**, Union alleges that the Company violated **Articles 44 and 8, Section 2(b) and all others that apply**, claiming Health and Welfare (MOB) monies are incorrectly being paid into Western Teamsters Welfare Trust.
- N-221-09: Local 17 v. UPS, Denver, CO
On behalf of **all affected CSI employees**, Union alleges that the Company violated **Articles 44 and 8, Section 2(b) and all others that apply**, claiming incorrect pension contributions are being paid to the Western Conference Pension Fund.
- N-222-09: Local 63 v. UPS, Rialto, CA
On behalf of **all affected employees**, Union alleges that the Company violated **Article 22, Section 3 and all others that apply**, claiming that 22.3 combination jobs have vacated and have not been filled. The Company has refused to maintain the number of 22.3 jobs negotiated in the two previous contracts. The Union believes there is liability on the Company for the time the jobs remain vacant and the work continues to be performed by part-timers.
- N-223-09: Local 278 v. UPS, San Francisco, CA
On behalf of **Encarnilo Mauricio**, Union alleges a violation of **Article 2, Section 3**, claiming that the Company is failing to post and bid permanently vacated full-time Article 22.3 positions.
- N-225-09: Local 396 v. UPS, Covina, CA
On behalf of **John Adamaik**, Union alleges a violation of **Article 3**, claiming that management is performing bargaining unit work. The labeling of small bags is work that generates in the small sort area and is performed by bargaining unit employees.
- N-229-09: Local 991 v. UPS, Mobile, AL
On behalf of **Keith Salmon**, Union alleges that the Company violated **Article 22, Section 3**. A permanent 22.3 position was vacated in Pensacola, FL. The

Company has failed to fill the position as the CBA requires.

- N-231-09: Local 769 v. UPS, North Miami, FL
On behalf of **Jorge Abarca**, Union alleges a violation of **Article 22**, claiming that the Company has not been filling/bidding vacated 22.3 positions at the Miami building. We have been able to show numerous positions that continue to be unaccounted for.
- N-286-09: Local 449 v. UPS, Buffalo, NY
On behalf of **all affected employees**, Union alleges a violation of **Article 22**. Employer will not fill two vacated full-time Article 22.3 positions and will not provide any information on such jobs as requested.
- N-288-09: Local 150 v. UPS, Sacramento, CA
On behalf of **Anthony Gonzales and David Oliver**, Union alleges that the Company is in violation of **Article 21** claiming higher classification, \$0.35 higher rate of pay (clerk work).
- N-297-09: Local 355 v. UPS, Baltimore, MD
On behalf of **all affected employees**, Union alleges that the Company violated **Article 22, Section 3 and all others that apply** Union requests that the vacated positions be bid and filled.
- N-298-09: 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.
- N-304-09: Local 315 v. UPS, Martinez, CA
On behalf of **Steve Shaw**, Union alleges a violation of **Article 32**, claiming that the Company subcontracted loads on or about October 10, 2008.
- N-308-09: 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.

- N-309-09: 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.
- N-313-09: Local 771 v. UPS, Lancaster, PA
On behalf of **all affected employees**, Union alleges a violation of **Articles 22, 26 and all others that apply**, claiming that the Employer failed to post for bid three vacated 22.3 jobs at the East Petersburg, PA Center. Such jobs should be posted for bid.
- N-314-09: Local 676 v. UPS, Collingswood, NJ
On behalf of **all affected employees**, Union alleges a violation of **Article 22, Section 3 and all others that apply**. The Company laid off Article 22.3 employees on Fridays, reducing their workweek from 40 to 32 hours, and would not allow them to bump part-timers.
- N-319-09: Local 61 v. UPS, Asheville, NC
On behalf of **Dwayne Whitener**, Union alleges the Company violated **Article 3, Section 7**, claiming that Supervisors Wade Stallings and Haley Lingerfelt performed bargaining unit work (shuttle to airport) on 4/10/08. Grievant requests 16 hours at double time rate of pay.
- N-322-09: Local 118 v. UPS, Rochester, NY
On behalf of **Zack Ochs**, Union alleges a violation of **Article 22, Section 3**, claiming that when 22.3 jobs become vacant, UPS is not allowing other employees to fill the vacancies. Instead, the Company states that said jobs are moved to other locations and won't let the Union or employees know the new locations.
- N-323-09: Local 901 v. UPS, San Juan, PR
On behalf of **all affected employees**, Union alleges a violation of **Article 42 and all others that apply**, claiming UPS has not provided employees polo shirts in compliance with Article 25, Section C of the Supplemental Agreement.
- N-324-09: Local 597 v. UPS, South Barre, VT
On behalf of **all affected employees**, Union alleges that the Company violated **Article 22, Section 3, Article 38, Section 1 and all others that apply**,

claiming movement and/or transfer of 22.3 full-time jobs with no notification or required review of job transfer [pilot case].

- N-325-09: Local 294 v. UPS, Albany, NY
On behalf of **William Jennings**, Union alleges that the Company violated **Article 17**, claiming grievant attended class required to do his job but was not compensated.
- N-326-09: 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.
- N-327-09: 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).
- N-328-09: 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).
- N-329-09: 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).
- N-330-09: 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).
- N-331-09: 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).

- N-332-09: 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).
- N-333-09: 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).
- N-334-09: Local 177 v. UPS, Hillside, NJ
On behalf of **Charles Kimble**, Union alleges that the Company violated **Article 17 and Article 41, Section 3**, claiming grievant paid incorrect pay rate (7/6/09 and ongoing).
- N-335-09: Local 177 v. UPS, Hillside, NJ
On behalf of **Max Proverbs**, Union alleges that the Company violated **Article 17 and Article 41, Section 3**, claiming grievant paid incorrect pay rate (7/6/09 and ongoing).
- N-336-09: Local 177 v. UPS, Hillside, NJ
On behalf of **Hal Berger**, Union alleges that the Company violated **Article 21 and Article 22**, claiming Part-time Shop Steward denied educational transfer.
- N-337-09: 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).
- N-338-09: 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).
- N-339-09: 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).

- N-340-09: 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).
- N-341-09: 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).
- N-342-09: 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).
- N-343-09: 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).
- N-344-09: 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).
- N-345-09: Local 449 v. UPS, Buffalo, NY
On behalf of all **affected employees**, Union alleges a violation of **Article 22, Section 3**, claiming that the

Employer will not fill one vacated full-time Article 22.3 position and will not provide any information on such jobs as requested.

N-346-09: Local 449 v. UPS, Buffalo, NY

On behalf of all **affected employees**, Union alleges a violation of **Article 3, Section 7**, claiming that Supervisors are performing bargaining unit work. On September 8, 9, 10 and 11, 2009 eight (8) on-car supervisors performed eight (8) hours of bargaining unit work each day.

SOUTH

- 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.
- N-10-02: Local 769 v. UPS, North Miami, FL
On behalf of **Johnny Fryer**, Union alleges that the Company violated **Article 44**, claiming road runs subcontracted by the UPS Truckload Division out of Richmond, VA. The Company is not affording seniority employees the opportunity to pull road runs out of the Miami terminal.
- N-10-03: Local 769 v. UPS, North Miami, FL
On behalf of **all affected employees**, Union alleges that the Company violated the contract by the elimination of an **Article 22, Section 3** job.
- N-10-04: Local 79 v. UPS, Tampa, FL
On behalf of **Richard Hamilton**, Union alleges that the Company violated **Article 3**, Section 7 claiming supervisors working.
- N-10-05: Local 769 v. UPS, North Miami, FL
On behalf of **Doy Ogden**, Union alleges a violation of the contract and requests that the Company post and fill the vacant **Article 22, Section 3** position.
- N-10-06: Local 519 v. UPS, Knoxville, TN
On behalf of **Becky Cole**, Union alleges a violation of Article 6, Section 4. The Company implemented EDS and IDS machines and cut 50% of the revenue recovery work force as a direct result, without notification or negotiation.
- N-10-07: Local 480 v. UPS, Nashville, TN
On behalf of **Danny Spies**, Union alleges that the Company is violation of **Article 22, and all others that apply**. Keith Volkman's job was a permanently vacated position but was not posted on the first Monday after it was vacated and did not remain posted for two (2) calendar weeks. A successful bidder was not placed into that job on the first Monday following the bid coming down.

- N-10-08: Local 480 v. UPS, Nashville, TN
On behalf of **Jason Kolb**, Union alleges that the Company is in violation of **Article 39, Section 9 and all others that apply**, claiming grievant only received \$0.40 cents of a \$0.70 cents wage increase per the CBA 2/1/09.
- N-10-09: Local 480 v. UPS, Nashville, TN
On behalf of **Jeff Duke**, Union alleges that the Company is in violation of **Article 39, Section 9 and all others that apply**, claiming grievant only received \$0.40 cents of a \$0.70 cents wage increase per the CBA 2/1/09.
- N-10-10: Local 385 v. UPS, Orlando, FL
On behalf of **Ken Fisher**, Union alleges that the Company is in violation of **Article 17**, penalty pay for group grievance, because grievance settlement checks were not paid within the contractual time of 10 days.
- N-10-11: Local 385 v. UPS, Orlando, FL
On behalf of **Ken Fisher**, Union alleges that the Company is in violation of **Articles 4 and 17**, claiming that grievant was forced to carry Company equipment during meal period.

EAST

- N-10-12: Local 693 v. UPS, Binghamton, NY
On behalf of **Steve Crawford**, Union alleges that the Company violated **Articles 36, 37 and 4**, claiming that grievant has been over supervised and continuously harassed.
- N-10-13: Local 509 v. UPS, Taylors, SC
On behalf of **Dan Jones**, Union alleges a violation of **Article and all others that apply**. Company used a mechanic who was working out of his classification (Feeder-Drivers work) to drop a trailer at a customer's location. Request all monies due and to cease and desist from using people out of classification.
- N-10-14: UPS v. Local 177, Secaucus, NJ
The Company alleges that **Business Agent Bill Gibbs** violated **Articles 24 and 37** when he directed the workforce, derailed the grievance procedure and verbally accosted a UPS manager.
- N-10-15: Local 453 v. UPS, Cumberland, MD
On behalf of **all affected employees**, Union alleges a violation of **Articles 17, 34, MOU 61 and all others that apply**. The Company has withheld \$0.35 of the 8/1/09 GWI to recoup surcharges paid to the Southwestern Pennsylvania, Western Maryland Area Teamsters & Employers Pension Fund.
- N-10-16: Local 391 v. UPS, Raleigh, NC
On behalf of **Dan Carrel, et al.**, Union alleges that the Company is in violation of **Article 22 and all others that apply**. There have been three (3) vacancies of 22.3 Full-Time Inside positions which the Company has not filled. The Union requests that the Company post these jobs for bid in the Raleigh Hub.
- N-10-17: 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.

- N-10-18: Local 177 v. UPS, Hillside, NJ
On behalf of **Wesley Coke**, Union alleges that the Company violated **Article 10**, by not notifying grievant in a timely manner of a C.O.D. discrepancy.
- N-10-19: Local 177 v. UPS, Hillside, NJ
On behalf of **Jennifer Dwyer**, Union alleges that the Company violated **Article 17**, claiming that grievant is owed ten (10) days penalty pay under Article 17 due to ongoing pay shortage issues.
- N-10-20: Local 177 v. UPS, Hillside, NJ
On behalf of **Alan Teal**, Union alleges that the Company violated **Article 17**, claiming that grievant was not paid in a timely manner (10/8/09 and 10/15/09).
- N-10-21: Local 177 v. UPS, Hillside, NJ
On behalf of **John Summers**, Union alleges a violation of **Article 10, Sections 1 and 2**. The Company has been successful in reaching an agreement with the customer to recoup these monies and yet is unreasonably looking for reimbursement from the driver. A reasonable person would have collected the first check.
- N-10-22: Local 177 v. UPS, Hillside, NJ
On behalf of **Bob Vautrin**, Union alleges that the Company violated **Article 32**, claiming subcontractors performed bargaining unit work (10/6/09).
- N-10-23: Local 177 v. UPS, Hillside, NJ
On behalf of **Rich O'Shaughnessy**, Union alleges a violation of **Article 32**, claiming that the Company is subcontracting work when porter can do it and has done in the past (8/17/09 and 8/18/09).
- 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).

- 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).
- 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).
- N-10-27: 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 (10/27/09).
- N-10-28: Local 509 v. UPS, Cayce, SC
On behalf of **John Gentner**, Union alleges that the Company violated **Article 3, Section 7** by not maintaining sufficient staffing; and Supervisors performed bargaining unit work (4/13/09).
- N-10-29: Local 509 v. UPS, Cayce, SC
On behalf of **John Gentner**, Union alleges that the Company violated **Article 3, Section 7** by not maintaining sufficient staffing; and Supervisors performed bargaining unit work (4/29/09).
- N-10-30: 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.
- N-10-31: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges that the Company violated **Article 12**, claiming Feeder Management did driver assessments without the knowledge or approval of the drivers (11/5/09).
- N-10-32: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges that the Company violated **Articles 1 and 32**, claiming UPS Freight is performing UPS small package bargaining unit work, duplicating operations under its contract.

- 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.
- 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).
- 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).
- 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).
- 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).
- 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).
- 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).

- 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).
- 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).
- 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).
- 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).
- 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).
- 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).

- 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).
- 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).
- 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).
- 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).
- N-10-50: 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 valve in feeder car wash (6/6/09).
- 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).
- 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).

- 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).
- 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).
- 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).
- 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).
- 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).
- 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).

- 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).
- N-10-60: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges a violation of **Article 3, Section 7**, claiming Supervisors performing bargaining unit work, refer to grievance #50473 (12/24/09).
- N-10-61: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges a violation of **Article 32**, claiming that the Company subcontracted bargaining unit work in the Trenton building.
- N-10-62: Local 61 v. UPS, Asheville, NC
On behalf of **Dewayne Whitener**, Union alleges that the Company is violation of **Article 22, 3 and all others that apply**, claiming management has failed to fill the vacancy of retired 22.3 employee (Brenda Poole).
- N-10-63: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges a violation of **Article 3**. UPS utilized Metro Philadelphia drivers to perform local Feeder work within Local 177 jurisdiction. In addition, Local 177 Feeder drivers were laid off (4/7/09).
- N-10-64: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges a violation of **Article 3**. UPS utilized Metro Philadelphia drivers to perform local Feeder work within Local 177 jurisdiction. In addition, Local 177 Feeder drivers were laid off (4/9/09).
- N-10-65: Local 177 v. UPS, Hillside, NJ
On behalf of **Jim Polbos**, Union alleges a violation of **Article 26**, claiming UPS put a scheduled load on train when bargaining unit employees were available.
- N-10-66: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges a violation of **Article 3**. UPS utilized Metro

Philadelphia drivers to perform local Feeder work within Local 177 jurisdiction. In addition, Local 177 Feeder drivers were laid off (9/25/09).

- N-10-67: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges a violation of **Article 3**. UPS utilized Metro Philadelphia drivers to perform local Feeder work within Local 177 jurisdiction. In addition, Local 177 Feeder drivers were laid off (9/30/09).
- N-10-68: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges a violation of **Article 3**. UPS utilized Metro Philadelphia drivers to perform local Feeder work within Local 177 jurisdiction. In addition, Local 177 Feeder drivers were laid off (10/1/09).
- N-10-69: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges a violation of **Article 3**. UPS utilized Metro Philadelphia drivers to perform local Feeder work within Local 177 jurisdiction. In addition, Local 177 Feeder drivers were laid off (10/2/09).
- N-10-70: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges a violation of **Article 3**. UPS utilized Metro Philadelphia drivers to perform local Feeder work within Local 177 jurisdiction. In addition, Local 177 Feeder drivers were laid off (10/5/09).
- N-10-71: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges a violation of **Article 3**. UPS utilized Metro Philadelphia drivers to perform local Feeder work within Local 177 jurisdiction. In addition, Local 177 Feeder drivers were laid off (10/5/09).
- N-10-72: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges a violation of **Article 3**. UPS utilized Metro Philadelphia drivers to perform local Feeder work within Local 177 jurisdiction (11/12/09).

- N-10-73: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges a violation of **Article 3**. UPS utilized Metro Philadelphia drivers to perform local Feeder work within Local 177 jurisdiction (11/25/09).
- N-10-74: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges a violation of **Article 3**. UPS utilized Metro Philadelphia drivers to perform local Feeder work within Local 177 jurisdiction (11/30/09).
- N-10-75: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges a violation of **Article 3**. UPS utilized Metro Philadelphia drivers to perform local Feeder work within Local 177 jurisdiction (11/30/09).
- N-10-76: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges a violation of **Article 3**. UPS utilized Metro Philadelphia drivers to perform local Feeder work within Local 177 jurisdiction (11/30/09).
- N-10-77: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges a violation of **Article 3**. UPS utilized Metro Philadelphia drivers to perform local Feeder work within Local 177 jurisdiction (12/15/09).
- N-10-78: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges a violation of **Article 3**. UPS utilized Metro Philadelphia drivers to perform local Feeder work within Local 177 jurisdiction (12/28/09).
- N-10-79: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges a violation of **Article 3**. UPS utilized Metro Philadelphia drivers to perform local Feeder work within Local 177 jurisdiction. In addition, Local 177 Feeder drivers were laid off (1/25/10).
- N-10-80: Local 177 v. UPS, Hillside, NJ
On behalf of **Juan Gonzalez**, Union alleges that the Company violated **Article 17**, claiming grievant is owed

four (4) pay penalties under Article 17 of the CBA (12/25/09).

- N-10-81: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges that the Company is in violation of **Article 17**, claiming ongoing pay penalties from 12/25/09, still open due to all affected employees not receiving holiday pay (12/25/09).
- N-10-82: Local 177 v. UPS, Hillside, NJ
On behalf of **Jimmy DeJesus**, Union alleges that the Company is in violation of **Article 17**, claiming ongoing pay penalties due to shortage of pay (1/3/10).
- N-10-83: Local 317 v. UPS, Syracuse, NY
On behalf of **all affected employees**, Union alleges that the Company is in violation of **Article 32**. A subcontractor was called in to change light bulbs while in the past Plant Engineering mechanics did this work (9/17/09).
- N-10-84: Local 317 v. UPS, Syracuse, NY
On behalf of **all affected employees**, Union alleges that the Company is in violation of **Article 32**. The replacement of transverse motor and reducers is work normally done by the bargaining unit. This work could have been scheduled so that bargaining unit members could have done it, but the Company used a subcontractor to avoid overtime.
- N-10-85: 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.
- N-10-86: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges a violation of **Article 32**. UPS subcontracted bargaining unit work while qualified journeyman/maintenance mechanics were available specifically, replaced two (2) soiled ceiling tiles in Business Office #104 (1/20/10).

- N-10-87: Local 177 v. UPS, Hillside, NJ
On behalf of **Oscar Zambrano**, Union alleges a violation of **Article 37**, claiming Supervisor Rich Fairless violated the CBA during an OJS.
- N-10-88: Local 449 v. UPS, Buffalo, NY
On behalf of **all affected employees**, Union alleges a violation of **Article 22, Section 3**, claiming that the Employer will not fill five (5) vacated full-time 22.3 positions and will not provide any information on such jobs as requested.
- N-10-89: Local 449 v. UPS, Buffalo, NY
On behalf of **Jill Fanning**, Union alleges that the Company violated **Article 22, Section 4**. Grievant was transferred from PM shift to AM shift and ordered to return to the PM shift after working on the AM shift for three (3) weeks. Part-time employees with less seniority were allowed to remain on the AM shift.

WEST

- N-10-90: Local 162 v. UPS, Portland, OR
On behalf of **Steve Raichart**, Union alleges that the Company violated **Article 29, Section 1**. Grievant was given an inappropriate directive regarding when he should be required to report to work if released from jury duty and was required to work beyond his regularly scheduled workday without appropriate compensation.
- 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.
- 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.
- N-10-93: Local 104 v. UPS, Phoenix, AZ
On behalf of **Oberle, Ockenfel, Hall, Cunningham and Carranza**, Union alleges that the Company is in violation of **Article 32**, claiming subcontracting of dollies from Phoenix, AZ to Ontario, CA.
- N-10-94: Local 278 v. UPS, San Francisco, CA
On behalf of **Paul Koplen**, Union alleges that the Company violated Article 37, Section 1(d), claiming improper removal of grievant for theft of time.
- 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).

N-10-96: Local 483 v. UPS, Boise, ID
On behalf of **all affected employees**, Union alleges a violation of **Article 22, Section 3**, claiming the Company eliminated full-time jobs guaranteed under 22.3 of the NMUPSA (9/22/08).

WESTERN REGION SUPPLEMENT

- N-10-97: Local 222 v. UPS, Salt Lake City, UT
On behalf of **all affected employees**, Union alleges that the Company violated **Article 4, Section 3**. Feeder seniority drivers are being forced on an annually bid run while less senior drivers are allowed to be in an on-call status. Request that all affected drivers be paid the difference in pay from the time of the annual bids with continual liability.
- N-10-98: Local 174 v. UPS, Tukwila, WA
On behalf of **Jean Clayton**, Union alleges that the Company is in violation of **Article 1, Section 9 WRS**, claiming a seniority violation (3/23/09 and on going).

NOR-CAL

- 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.
- N-10-100: Local 278 v. UPS, San Francisco, CA
On behalf of **Yoke Choong**, Union alleges a violation of **Article 7, Section 1 NCSA**, claiming that the Company changed posted start time for 11/28/08 as on call.

SAFETY AND HEALTH COMMITTEE

CASES CARRIED OVER:

- N-46-08: Local 278 v. UPS, San Francisco, CA
On behalf of **Gregory Ismarin**, Union alleges that the Company violated **Article 20, Section 4 and Article 16, Section 2**, claiming that grievant was discharged two (2) months after his release. Grievant is physically fit to perform inside jobs and should be allowed to do so.
- N-125-08: Local 988 v. UPS, Houston, TX
On behalf of **Monte Bridgewater**, Union alleges that the Company violated **Article 35**, claiming that the grievant was not allowed to work when others were allowed to work when Union didn't sign off on SAP Agreement because certain items were blacked out.
- N-42-09: Local 901 v. UPS, San Juan, PR
On behalf of **all affected employees**, Union alleges that the Company violated **Article 34, Section 1**, claiming the Employer has failed to make contributions to the Health and Welfare Plan.
- N-237-09: Local 79 v. UPS, Tampa, FL
On behalf of **Linda Cartright**, Union alleges that the Company violated **Article 34**, claiming that after retiring at age 54 with 30 years of service grievant should be able to defer her health insurance until age 55.
- N-243-09: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges that the Company violated **Article 18**. Employee was forced to work in an unsafe manner; directed to walk across lawns instead of available walkways.
- N-244-09: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges a violation of **Article 18**. While performing an OJS, the Company allows drivers to park illegally, compromising his safety and also the safety of the public.

- N-347-09: Local 483 v. UPS, Boise, ID
On behalf of **Genna Robinette**, Union alleges a violation of **Article 18, Section 37**, claiming that the Company took grievant out of service due to DOT card and did not compensate her for time lost.
- N-348-09: Local 804 v. UPS, Long Island City, NY
On behalf of **all affected employees**, Union alleges that the Company violated **Article 18, Section 21**. Union requests that the Company replace self-contained breathing apparatus in all buildings to comply with personal protective equipment in the Emergency Response Plan.
- N-352-09: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges that the Company violated **Article 18**. Sleeper Team drivers are being sent to hotel upon arrival at destination for short periods of time, disrupting drivers' rest period (7/25/09 and ongoing).
- N-355-09: Local 177 v. UPS, Hillside, NJ
On behalf of **Ray Kahn**, Union alleges that the Company violated **Article 18, Section 3**, claiming grievant was wrongfully removed from Package Car driving duties. The driving duties should not have been removed because his accident was determined not serious enough to warrant driving duties removal.

NEW CASES:

- 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.
- N-10-102: Local 760 v. UPS, Yakima, WA
On behalf of **Colleen Riel**, Union alleges that the Company violated **Article 16, Section 3.3**, when it sent grievant for treatment outside the five-day contractual window.
- N-10-103: Local 952 v. UPS, Orange, CA
On behalf of **Ty Hunter**, Union alleges a violation of **Article 18, Section 1**, claiming supervisors are directing drivers to park illegally.

- N-10-104: Local 222 v. UPS, Salt Lake City, UT
On behalf of **all affected employees**, Union alleges that the Company violated **Article 18, WRS Article 23, and all others that apply**, by not allowing Package Car drivers to have a radio in the cab.
- N-10-105: Local 170 v. UPS, Worcester, MA
On behalf of **Bob Ryan, et al.**, Union alleges a violation of **Article 18, Section 1 and NES Article 47, Section 1**. On or about 9/24/09 the Company issued a memo lowering the heat in the buildings to 45 degrees without negotiating with the Union, thus changing working conditions and standards.
- N-10-106: 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.
- 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.
- N-10-108: Local 177 v. UPS, Hillside, NJ
On behalf of **Oscar Zambrano**, Union alleges a violation of **Article 18**, claiming Supervisor Rich Fairless is a health and safety concern because he urinated in a package car during an OJS.
- N-10-109: Local 177 v. UPS, Hillside, NJ
On behalf of **William Harcarik**, Union alleges a violation of **Article 18**, claiming safety goggles are a safety concern.
- N-10-110: Local 174 v. UPS, Tukwila, WA
On behalf of **all affected employees**, Union alleges that the Company is in violation of **Article 18**, claiming unsafe/unhealthy working conditions.
- N-10-111: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges that the Company is in violation of **Article 18**,

claiming CHSP Committee scope of responsibility expanded/mentor program.

- N-10-112: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges a violation of **Article 18**, claiming that the Company is putting employees in unsafe working conditions and work area by adding onto MBC units and building (12/12/08).
- N-10-113: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges a violation of **Article 18**, claiming that the Company is putting employees in unsafe working conditions and work area by adding onto MBC unit (12/15/08).
- 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.
- 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.
- 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.
- 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)**.
- 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)**.

- N-10-117: Local 79 v. UPS, Tampa, FL
On behalf of **Erik Sanchez**, Union alleges that the Company violated **Articles 7, 16 and 35**, claiming grievant was discharged and improperly taken off of the payroll as of 10/22/09.
- 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.
- 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.
- N-10-120: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges a violation of **Article 18 and all others that apply**, claiming Supervisor Tom Kaminskis violated the CBA.
- N-10-121: Local 150 v. UPS, Sacramento, CA
On behalf of **Hernandez**, Union alleges that the Company is in violation of **Article 44, Section 2.3**, handling of over 70 pound packages.
- N-10-122: 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 Howic, violated DOT regulations and ordered Feeder Driver Dave Schumacher to work unsafely.
- 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.
- N-10-124: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges that the Company is in violation of **Articles 18, 47 and all others that apply**, with respect to health,

safety and climate conditions as a result of the thermostat set points at 45 degrees Fahrenheit for occupied and 40 degrees Fahrenheit for unoccupied areas.

- N-10-125: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges a violation of **Article 18**, claiming Supervisors working unsafely (refer to grievance #50474).
- N-10-126: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges that the Company violated **Article 18**. On 8/21/09 Maintenance Mechanic Pete Cerrati was hit in the head by a package that fell off of an overloaded overhead lateral feed belt. Three months after the incident, in November 2009, UPS gave Pete a letter of concern for not being aware of his surroundings and to date UPS has not addressed the unsafe condition that caused his injury.
- N-10-127: Local 177 v. UPS, Hillside, NJ
On behalf of **Laura Proano**, Union alleges a violation of **Article 14**, claiming that the Company is not acting in a timely manner to provide an accommodation for grievant.
- N-10-128: Local 480 v. UPS, Nashville, TN
On behalf of **Steve Odom**, Union alleges a violation of **Article 18, Section 8 and all others that apply**. Article 18, Section 8 allows for transistor radios in package cars and states that transistor radios will be allowed in package cars.
- N-10-129: Local 519 v. UPS, Knoxville, TN
On behalf of **all affected employees**, Union alleges a violation of **Article 18, Section 6 and all others that apply**, claiming a change of practice by the Company to lower building temperature from 54 degrees Fahrenheit to 40 degrees Fahrenheit.
- N-10-130: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges a violation of **Article 18**, claiming that the Company knowingly put employees' health and safety in danger by having them work by door numbers 233, 240, 248 and

252 that were removed from service on 1/26/10 by the Secaucus Building Inspector.

N-10-131: UPS v. Local 25, Norwood, MA
Company alleges a violation of **Article 18, Preamble, Section 4 and all others that apply**, claiming that the Union is banning all members from involvement in the Joint Health and Safety Committee(s).

N-10-132: Local 542 v. UPS, San Diego, CA
On behalf of **Eric Roersma**, Union alleges that the Company violated **Article 35, Section 4.6 and Section 4.11**, claiming improper drug test.

PREMIUM SERVICES COMMITTEE

CASES CARRIED OVER:

- N-57-09: Local 70 v. UPS, Oakland, CA
On behalf of **all senior affected employees**, Union alleges that the Company violated **Article 43**, by not having Local 70 do the Feeder/Sleeper team run in question.
- N-58-09: Local 638 v. UPS, Minneapolis, MN
On behalf of **Kent Lanners**, Union alleges that the Company violated **Article 43, Section 2(12)**. Grievant's bid position is running a mileage job to Stevens Point, WI. He has received straight-time wages for the time spent waiting for his load at the beginning of his day, but believes he should have been paid at the applicable hourly feeder one and one-half rate of pay.
- N-59-09: Local 638 v. UPS, Minneapolis, MN
On behalf of **Brad Larson**, Union alleges that the Company violated **Article 43, Section 2(12)**. The new language for this Section states "hourly work performed at the beginning or end of mileage run shall be paid at the applicable hourly feeder rate of pay or the applicable premium rate of pay in the drivers' Supplemental Agreement." Grievant was informed that 5/5/08 mileage driver will be straight time for some hourly work performed at the beginning of a mileage run.
- N-69-09: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges a violation of **Article, Section 4**, claiming the Company is violating jurisdictional rules.
- N-256-09: Local 30 v. UPS, Jeannette, PA
On behalf of **Bob Hand**, Union alleges that the Company violated **Article 43**, claiming that regular Feeder loads that were being pulled to Charleston, WV are now being pulled to Jane Lew, WV because of Article 43 violation on pulling unapproved loads.

- N-258-09: Local 992 v. UPS, Hagerstown, MD
On behalf of **Brett Golden**, Union alleges a violation - of **Articles 43 and 32**. On or about 9/29/08 UPS began using the "New Covenant" trucking company to perform bargaining unit Feeder Work that had been performed by the UPS Feeder Drivers dispatched out of the Hagerstown, MD UPS building. Specifically, UPS is allowing the non-union New Covenant trucking Company to move loads from the Home Depot Distribution Center located in Hagerstown, MD to Chicago, IL and Salt Lake City, UT.
- N-420-08: 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**).
- N-421-08: 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**).
- N-362-09: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges a violation of **Articles 43 and 17**, claiming that the Company is not paying drivers to drive to and from lodging (7/25/09) [**amended 2/8/10**].
- N-363-09: Local 671 v. UPS, Bloomfield, CT
On behalf of **Sandra Mayo and William Neff**, Union alleges a violation of **Article 43**, claiming that the Company changed Article 43 job no notification to Union; changed the way drivers are paid. Changed leg on Article 43 job resulted in loss of pay for drivers.
- N-364-09: Local 177 v. UPS, Hillside, NJ
On behalf of **Brent Muoio**, Union alleges a violation of **Article 43**, claiming that the Company used sleeper team to move Ground loads to Worma instead of using the existing feeder network.

NEW CASES:

- N-10-133: Local 413 v. UPS, Columbus, OH
On behalf of **Jeffrey Aliff**, Union alleges that the Company is in violation of **Article 43, Section 2**, delay time. Grievant was not paid for delay on Thursday, 6/11/09, waited 39 minutes for relay driver; on Wednesday, 6/3/09 waited 12 minutes. Tuesday, May 12, 2009 waited 80 minutes for relay driver and was paid half (40 minutes); waited for relay driver 13 minutes on Tuesday, June 9, 2009. Asking for all monies due.
- N-10-134: 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.
- 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.
- N-10-136: Local 70 v. UPS, Oakland, CA
On behalf of **Larson and Otto**, Union alleges that the Company is violating grievants' contractual rights under **Articles 17 and 43**, and request that grievants be paid for delay time.
- N-10-137: Local 509 v. PS, Taylors, SC
On behalf of **John Yelton**, Union alleges that the Company violated **Article 43**, holiday pay. During the week of holiday, Company did not apply proper overtime provisions for mileage driver.
- 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.

- 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.
- 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.
- N-10-141: Local 162 v. UPS, Portland, OR
On behalf of **all affected employees**, Union alleges that the Company violated **Article 43**, by not paying for all work performed by sleeper team drivers. Company is not paying the hourly rate of pay for all work performed prior to the Sleeper Teams' departure from the Portland, OR airport facility and after dropping trailers at the Oakland, CA airport facility on a Sleeper Team mileage run. Union requests that all affected Sleeper Team Drivers be made whole in every way from 8/1/09 to present and ongoing.
- 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.
- N-10-143: Local 63 v. UPS, Rialto, CA
On behalf of **Joe Maldonado**, Union alleges that the Company violated **Article 43 and Article 17**, claiming that grievant worked approximately 8 hours local and then went on a sleeper run without the payment of any overtime.
- N-10-144: Local 63 v. UPS, Rialto, CA
On behalf of **all affected (Phoenix layover) employees**, Union alleges a violation of **Article 43 and Article 17**, claiming that the Company is not paying work performed before and after mileage run at one and one-half times the hourly rate of pay.

- N-10-145: 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).
- 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).
- 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.

9.5

CASES CARRIED OVER:

- N-78-09: Local 439 v. UPS, Stockton, CA
On behalf of **Steve Martinelli**, Union alleges that the Company is in violation of **Article 37**, claiming grievant worked in excess of 9.5 hours a day more than three days a week since filing a grievance on 9/23/08.
- N-82-09: Local 804 v. UPS, Long Island City, NY
On behalf of **all affected employees**, Union alleges a violation of **Article 37**, claiming that the Company will not post Opt-In/Opt-Out list as per Article 37.
- N-263-09: Local 70 v. UPS, Oakland, CA
On behalf of **all affected employees within NorCal**, Union alleges a violation of Article 37, claiming that the Company failed to post the Opt In / Opt Out list as required by the contract.
- N-274-09: Local 177 v. UPS, Hillside, NJ
On behalf of **Matt Danek**, Union alleges a violation of **Article 37**, claiming that the Company is not adhering to the 9.5 language (Week Ending 3/21/09).
- N-284-09: Local 804 v. UPS, Long Island City, NY
On behalf of **Cuevas, DeSantis, Nieves, Reiman and Helgar**, Union alleges a violation of **Article 37**, claiming grievants working over 9.5 hours after putting their names on the "Opt In" list.
- N-367-09: Local 70 v. UPS, Oakland, CA
On behalf of **Ignacio Munoz**, Union alleges a violation of **Articles 37 and 22**. UPS is violating contractual rights by not following what was negotiated for 9.5 violations (UPR-5-09-57H).
- N-368-09: Local 70 v. UPS, Oakland, CA
On behalf of **Ignacio Munoz**, Union alleges a violation of **Articles 37 and 22**. UPS is violating contractual rights by not following what was negotiated for 9.5 violations (UPR-5-09-58H).

- N-369-09: Local 70 v. UPS, Oakland, CA
On behalf of **Ignacio Munoz**, Union alleges a violation of **Articles 37 and 22**. UPS is violating contractual rights by not following what was negotiated for 9.5 violations (UPR-5-09-89F).
- N-370-09: Local 174 v. UPS, Tukwila, WA
On behalf of **Rick Anderson**, Union alleges a violation of **Article 37**, claiming that the Company continues to dispatch grievant with over 9.5 (Week Ending 3/14/09 and ongoing - 2009-05-228).
- N-371-09: Local 174 v. UPS, Tukwila, WA
On behalf of **Rick Anderson**, Union alleges a violation of **Article 37**, claiming that the Company continues to dispatch grievant with over 9.5 (Week Ending 4/25/09 and ongoing - 2009-05-247).
- N-372-09: Local 174 v. UPS, Tukwila, WA
On behalf of **Steve Pinney**, Union alleges a violation of **Article 37**, claiming that the Company continues to dispatch grievant with over 9.5 (Week Ending 4/25/09 and ongoing).
- N-379-09: Local 70 v. UPS, Oakland, CA
On behalf of **Mark Cooper**, Union alleges a violation of **Article 37 and all others that apply**, claiming UPS is violating contractual rights by ongoing 9.5 violations since 2/13/09.
- N-381-09: Local 70 v. UPS, Oakland, CA
On behalf of **Carlos Gonzalez**, Union alleges a violation of **Article 37 and all others that apply**, claiming UPS is violating contractual rights by ongoing 9.5 violations since 1/16/09.
- N-384-09: Local 174 v. UPS, Tukwila, WA
On behalf of **Dave Smith**, Union alleges a violation of **Article 37**, claiming that the Company continues to dispatch grievant's route in excess of 9.5 hours per day.
- N-385-09: Local 104 v. UPS, Phoenix, AZ
On behalf of **Oberle, Ockenfel, Hall, Cunningham and Carranza**, Union alleges that the Company violated **Article 37**. All five employees Opted-In to 9.5 and

the Company did not comply with Article 37.1 Guidelines.

- N-386-09: Local 278 v. UPS, San Francisco, CA
On behalf of **Eldridge Joe**, Union alleges that the Employer is in violation of **Article 37** by continually working grievant more than nine and one-half (9.5) hours per day, three (3) days or more a week; multiple weeks beginning W/E 5/9/09, 5/16/09, 5/23/09, 6/6/09 and 6/13/09.
- N-388-09: Local 278 v. UPS, San Francisco, CA
On behalf of **JaDon Anderson**, Union alleges that the Employer is in violation of **Article 37** by continually working grievant more than nine and one-half (9.5) hours per day, three (3) days or more a week; multiple weeks beginning W/E 7/4/09 and 7/11/09.
- N-391-09: Local 70 v. UPS, Oakland, CA
On behalf of **Dan Kuhlman**, Union alleges that the Company violated **Article 37 and all others that apply**, claiming ongoing 9.5 violations (6/5/09).
- N-398-09: Local 70 v. UPS, Oakland, CA
On behalf of **Ignacio Munoz**, Union alleges that the Company violated **Article 37 and all others that apply**, claiming ongoing 9.5 violations (7/2/09).
- N-399-09: Local 70 v. UPS, Oakland, CA
On behalf of **Wendell Haynes**, Union alleges that the Company violated **Article 37 and all others that apply**, claiming ongoing 9.5 violations (6/12/09).
- N-400-09: Local 70 v. UPS, Oakland, CA
On behalf of **Robert Pollard**, Union alleges that the Company violated **Article 37 and all others that apply**, claiming ongoing 9.5 violations (6/19/09).
- N-402-09: Local 70 v. UPS, Oakland, CA
On behalf of **Manuel Freitas**, Union alleges that the Company violated **Article 37 and all others that apply**, claiming ongoing 9.5 violations (5/8/09).
- N-404-09: Local 70 v. UPS, Oakland, CA
On behalf of **Steve Ochoa**, Union alleges that the Company violated **Article 37 and all others that apply**, claiming ongoing 9.5 violations (7/6/09).

N-408-09: Local 449 v. UPS, Buffalo, NY
On behalf of **Christopher Falzone**, Union alleges that the Company violated **Article 37, Section 1 (9.5 Guidelines)**, on May 19, 20, 21 and 22, 2009.

NEW CASES:

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.

N-10-149: Local 174 v. UPS, Tukwila, WA
On behalf of **John Foster**, Union alleges that the Company violated **Article 37, Section 1(c) and all others that apply**. Company has failed to honor grievant's request to have his overtime reduced in accordance with the collective bargaining agreement.

N-10-150: Local 962 v. UPS, Central Point, OR
On behalf of **Kip Metcalf**, Union alleges a violation of **Article 37, Section 1**, claiming the Company refused to put grievant on 9.5 List.

N-10-151: Local 61 v. UPS, Asheville, NC
On behalf of **James David Matthews**, Union alleges a violation of **Article 37**. Grievant is filing for triple time for all hours past 9.5. The Company refuses to place his name on the Opt-In list for 9.5.

N-10-152: Local 70 v. UPS, Oakland, CA
On behalf of **all affected employees 12/3/09 back and ongoing**, Union alleges a violation of **Article 37 and all others that apply**, claiming that the Company has unilaterally imposed 9.5 restrictions during Peak Season to the 10/9/09 National Grievance Committee.

N-10-153: Local 70 v. UPS, Oakland, CA
On behalf of **Ray Jumamoy**, Union alleges that the Company is violating **Article 37 and all others that apply**, by ongoing 9.5 violations.

N-10-154: Local 70 v. UPS, Oakland, CA
On behalf of **Jacques Rickman**, Union alleges that the Company is violating **Article 37 and all others that apply**, by ongoing 9.5 violations.

- N-10-155: Local 70 v. UPS, Oakland, CA
On behalf of **Rob Pollard**, Union alleges that the Company is violating **Article 37 and all others that apply**, by ongoing 9.5 violations.
- N-10-156: Local 70 v. UPS, Oakland, CA
On behalf of **Dan Williams**, Union alleges that the Company is violating **Article 37 and all others that apply**, by ongoing 9.5 violations.
- N-10-157: Local 70 v. UPS, Oakland, CA
On behalf of **Danny Chong**, Union alleges that the Company is violating **Article 37 and all others that apply**, by ongoing 9.5 violations.
- N-10-158: Local 70 v. UPS, Oakland, CA
On behalf of **Rochon Mungo**, Union alleges that the Company is violating **Article 37 and all others that apply**, by ongoing 9.5 violations.
- 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.
- N-10-160: Local 278 v. UPS, San Francisco, CA
On behalf of **Santiago Buitrago**, 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 8/1/09, 9/12/09, 9/26/09, 10/10/09, 10/24/09 and 10/31/09.
- N-10-161: Local 278 v. UPS, San Francisco, CA
On behalf of **Judy Reichle**, 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 W/E 9/19/09 and 9/26/09.
- 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.

N-10-163: Local 278 v. UPS, San Francisco, CA

On behalf of **Sherrod Thomas**, 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 5/16/09, 5/23/09, 5/30/09, 6/6/09, 6/27/09, 7/25/09, 8/8/09, 8/15/09 and 9/26/09.

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.

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.

N-10-166: Local 278 v. UPS, San Francisco, CA

On behalf of **Reynaldo Rodriguez**, 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 6/6/09, 7/11/09, 7/25/09, 8/8/09 and 8/29/09.

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.

- N-10-168: Local 177 v. UPS, Hillside, NJ
On behalf of **Aurelio Bernales**, Union alleges a violation of **Article 37, Section 1**, claiming the Company violated the CBA.
- N-10-169: Local 177 v. UPS, Hillside, NJ
On behalf of **James Pearson**, Union alleges a violation of **Article 37, Section 1**, claiming the Company is in violation of the CBA by working grievant over 9.5 hours (5/19/09, 5/21/09 and 5/22/09).
- N-10-170: Local 177 v. UPS, Hillside, NJ
On behalf of **Joe Pencinger**, Union alleges a violation of **Article 37, Section 1**, claiming the Company is in violation of the CBA by working grievant over 9.5 hours (5/11/09, 5/12/09 and 5/13/09).
- N-10-171: Local 533 v. UPS, Reno, NV
On behalf of **Scott Bryant**, Union alleges a violation of **Article 37, Section 1**, claiming that management has failed to post 9.5 list after being asked repeatedly (7/13/09, 7/14/09, 7/15/09 and 7/16/09).
- N-10-172: Local 533 v. UPS, Reno, NV
On behalf of **Gary Watson**, Union alleges that the Company is in violation of **Article 37, Section 1**, claiming grievant is being forced to work over 9.5 hours for three (3) or more days (Week Ending 10/17/09).
- N-10-173: Local 533 v. UPS, Reno, NV
On behalf of **Gary Watson**, Union alleges that the Company is in violation of **Article 37, Section 1**, claiming grievant is being forced to work over 9.5 hours for three (3) or more days (Week Ending 10/24/09).
- N-10-174: 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).

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CASES CARRIED OVER:

- N-147-09: Local 340 v. UPS, South Portland, ME
On behalf of **all affected employees**, Union alleges a violation of **Articles 1, 17, 22, 41, Supplemental Articles 2 and 5, and Addendum Article 34**. Company violated the Agreement when it arbitrarily reduced the pay of Kevin Houde and David Garland and placed them into a wage progression (10/15/08).
- N-148-09: Local 769 v. UPS, North Miami, FL
On behalf of **all affected employees**, Union alleges that the Company violated **Article 41** by applying Article 41, Section 2(c) to full-time employees hired after 8/1/08. Union requests that all affected employees be made whole for all losses.
- N-151-09: Local 480 v. UPS, Nashville, TN
On behalf of **Vaden Wilburn**, Union alleges a violation of **Articles 40, 38 and all others that apply**. The Company is applying NMA Article 41(2)(C) to full-time employees hired after 8/1/08, in violation of Article 41(4) and Article of the Addenda. Union asks that the Company cease this violation and that all affected employees be paid progression in accordance with the Addenda and made whole for all losses.