

TEAMSTERS UNITED PARCEL SERVICE
NATIONAL GRIEVANCE COMMITTEE

DOCKET

February 2 - 5, 2009

3:00 P.M.

SHERATON YANKEE CLIPPER
1140 SEABREEZE BOULEVARD
FT. LAUDERDALE, FL 33316

CASES CARRIED OVER:

- N-248-06: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges Company violated **Article 5** claiming there is no privacy with regard to the locker room location. (REDOCKET)
- N-54-07: Local 177 v. UPS, Hillside, NJ
On behalf of **Clyde Jackson**, Union alleges Company violation of **Article 3, Section 7**, claiming Supervisor Scott performed bargaining unit work 12/14/05.
- N-162-07: Local 177 v. UPS, Hillside, NJ
On behalf of **Chester Wass-Wisi**, Union alleges Company violated **Article 17**, claiming ongoing pay shortage. Grievant is being paid hub rate when on the road, should be paid air driver rate (10/5/06 and 11/16/06).
- 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-232-07: Local 386 v. UPS, Modesto, CA
On behalf of **Robert Arellanez** Union alleges Company violated **Article 3**, claiming that part-time and junior men are doing feeder work. This work is full-time package and should be performed by a full-timer.
- 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-71-08: Local 449 v. UPS, Buffalo, NY
On behalf of **Edward Fischer**, Union alleges Company violation of **Article 15**, claiming that the grievant, a Feeder cover driver, is not being allowed to perform regular duties after return from Military Leave.
- N-78-08: Local 804 v. UPS, Long Island City, NY
On behalf of **all affected employees**, Union alleges a violation of **Article 32**, claiming that the Company is subcontracting Porter and Carwash work everyday on a permanent basis.
- 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-80-08: Local 322 v. UPS, Richmond, VA
On behalf of **John Smith**, Union alleges a violation of **Article 36**, claiming that the Company is discriminating against inside employees by not allowing them to bring in cell

phones while other employees (drivers, management, etc.) are allowed to do so.

- 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-92-08: Local 317 v. UPS, Syracuse, NY
On behalf of **all affected employees**, Union alleges that the Company violated **Article 3, Section 7**, claiming Supervisors working on deliveries (Jan 3-4, 2008).
- N-93-08: Local 317 v. UPS, Syracuse, NY
On behalf of **all affected employees**, Union alleges a violation of **Article 4**, claiming that the Company has failed to provide information requested on subcontractors. Numerous requests have been made and information has not been given, despite the Union being told that it would be provided as in the past.
- N-94-08: Local 317 v. UPS, Syracuse, NY
On behalf of **all affected employees**, Union alleges that the Company violated **Article 32, Section 7**, claiming subcontractors brought rail loads to the building and as a result, scheduled employees did not perform normal work and additional employees lost work opportunity.
- 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-112-08: Local 385 v. UPS, Orlando, FL
On behalf of **Bruce Bransford**, Union alleges that the Company violated **Article 22, Section 3**, by creating a 22.3 job from existing Full-time Package work.

- N-350-08: Local 624 v. UPS, Santa Rosa, CA
On behalf of **Teri Moore**, Union alleges a violation of **Article 7, Section 1**, claiming that the Company has removed and is performing work that has twice been awarded to the Union. The Union maintains it has a right to this work and seeks its return to bargaining unit employees.
- N-371-08: Local 391 v. UPS, Greensboro, NC
On behalf of **all affected employees**, Union alleges that the Company is in violation of **Article 4 and all others that apply**, by not honoring the requests of the Union for relevant and reasonable information/ documents on pending grievances.
- N-372-08: Local 340 v. UPS, South Portland, ME
On behalf of **Jonathan Larkin**, Union alleges that the Company violated **Articles 17 and 41**, claiming that the grievant was required to work a 30-month progression while contract requirements are to only serve a 24-month progression.
- N-378-08: Local 177 v. UPS, Hillside, NJ
On behalf of **Matt Zehnder and Marvin Lawson**, Union alleges a violation of **Article 4**, claiming that Company is not permitting Shop Stewards reasonable time to investigate, present or process grievances.

SOUTHERN REGION

NEW CASES:

- N-01-09: Local 577 v. UPS, Amarillo, TX
On behalf of **Omar Gutierrez**, Union alleges that the Company violated **Article 41**, claiming wage progression dispute. Grievant makes \$16.10 per hour; a newly hired Package Car Driver hired after 8/1/08 that has attained seniority receives \$17.25 per hour.
- N-02-09: Local 577 v. UPS, Amarillo, TX
On behalf of **Cody Caraway**, Union alleges that the Company violated **Article 41**, claiming wage progression dispute. Grievant makes \$16.10 per hour; a newly hired Package Car Driver hired after 8/1/08 that has attained seniority receives \$17.25 per hour.
- N-03-09: Local 769 v. UPS, North Miami, FL
On behalf of **Vicente Mena**, Union alleges that the Company violated **Article 3, Section 7** claiming that Supervisors performing bargaining unit work (June 3-6, June 9-12, and June 24-27, 2008).
- N-04-09: Local 769 v. UPS, North Miami, FL
On behalf of **Jesse Salazar**, Union alleges a violation of **Article 17**, claiming that the Company agreed to pay grievance on 5/29/08. After ten (10) days, the grievant filed an additional grievance asking for penalty pay until the initial grievance was satisfied. Grievance was paid on 8/6/08 leaving six (6) full weeks penalty owed to grievant.
- N-05-09: Local 79 v. UPS, Tampa, FL
On behalf of **Hector Basulto and Jon Lingo**, Union alleges a violation of **Article 32**. The Company is subcontracting bargaining unit maintenance work with qualified individuals available to perform the work. (January 2007 forward).

- N-06-09: Local 79 v. UPS, Tampa, FL
On behalf of **Vincent McKelvey**, Union alleges that the Company violated **Article 17 and all others that apply**, claiming grievant's check was short and late. Grievant did not receive an agreed upon grievance settlement timely and is entitled to all Article 17's associated with late payment (May 2008 until shortage received in September 2008).
- N-07-09: Local 79 v. UPS, Tampa, FL
On behalf of **all affected employees**, Union alleges a violation of **Article 22 and all others that apply**, claiming the Company refuses to bid job properly. An inside/inside combination job was vacated; the Company is refusing to re-bid the job as it was before the vacancy.
- N-08-09: Local 79 v. UPS, Tampa, FL
On behalf of **Robert Sowell**, Union alleges that the Company violated **Articles 17 and 29**. Union requests proper payment for travel relating to a funeral, as outlined in Article 29.
- N-09-09: Local 767 v. UPS, Forest Hill, TX
On behalf of **Jon Simpson**, Union alleges that the Company violated **Article 17**, claiming that the grievant's payroll was shorted and he was not paid penalty under Article 17.
- N-10-09: Local 767 v. UPS, Forest Hill, TX
On behalf of **all affected employees**, Union alleges that the Company violated **Article 32**, claiming subcontractors are pulling UPS trailers to a storage yard from the Mesquite yard.
- N-11-09: Local 767 v. UPS, Forest Hill, TX
On behalf of **Jon Simpson**, Union alleges a violation of **Article 22**, claiming that the Company has refused to post vacated 22.3 full-time jobs.

EASTERN REGION

NEW CASES:

- N-12-09: Local 71 v. UPS, Charlotte, NC
On behalf of **Danielle Galloway**, Union alleges a violation of **Article 22, Section 5**, claiming that the Company is failing to honor seniority when filling permanent vacancies from the preferred job list. Part-time employees should be allowed to exercise their seniority or the preferred job selection list - up to and including changing shifts to take a specific position.
- N-13-09: Local 639 v. UPS, Washington, DC
On behalf of **Randcy Tillery**, Union alleges a violation of **Article 37**, claiming that the Company continually harasses and discriminates against grievant, by not allowing him to properly exercise his seniority.
- N-14-09: Local 177 v. UPS, Hillside, NJ
On behalf of **Joyce Kochis**, Union alleges a violation of **Article 17**, claiming penalty pay for shortage to paycheck Week Ending 8/30/08; took five weeks to correct.
- N-15-09: Local 177 v. UPS, Hillside, NJ
On behalf of **Joyce Kochis**, Union alleges a violation of **Article 17**, claiming penalty pay for shortage to paycheck Week Ending 9/6/08; took eight weeks to correct.
- N-16-09: Local 61 v. UPS, Asheville, NC
On behalf of **Dwayne Whitener**, Union alleges that the Company violated **Article 3, Section 7**, claiming Supervisors Wade Stallings and Haley Lingerfelt performed hourly work (shuttle to airport) on 4/10/08. Union requests that grievant be paid 16 hours at double-time rate of pay.
- 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-18-09: Local 391 v. UPS, Greensboro, NC
On behalf of **Mark O'Neal**, Union alleges that the Company violated **Article 3, Section 7 and all that apply**. Union requests compensation for all time worked by supervisors as outlined in the Contract (6/9/08 and ongoing [462-08 - pilot case]).
- N-19-09: Local 391 v. UPS, Greensboro, NC
On behalf of **Mark O'Neal**, Union alleges that the Company violated **Article 3, Section 7 and all that apply**. Union requests compensation for all time worked by Supervisors as outlined in the Contract (6/11/08 and ongoing [463-08]).
- N-20-09: Local 391 v. UPS, Greensboro, NC
On behalf of **Mark O'Neal**, Union alleges that the Company violated **Article 3, Section 7 and all that apply**, requesting compensation for all time worked by supervisors as outlined in the Contract (6/12/08 and ongoing).
- N-21-09: Local 391 v. UPS, Greensboro, NC
On behalf of **Mark O'Neal**, Union alleges that the Company violated **Article 3, Section 7 and all that apply**, requesting compensation for all time worked by supervisors as outlined in the Contract (6/16/08 and ongoing).
- N-22-09: Local 391 v. UPS, Greensboro, NC
On behalf of **Mark O'Neal**, Union alleges that the Company violated **Article 3, Section 7 and all that apply**, requesting compensation for all time worked by supervisors as outlined in the Contract (6/17/08 and ongoing).
- N-23-09: Local 391 v. UPS, Greensboro, NC
On behalf of **Mark O'Neal**, Union alleges that the Company violated **Article 3, Section 7 and all that apply**, requesting compensation for all time worked by supervisors as outlined in the Contract (6/18/08 and ongoing).

- N-24-09: Local 391 v. UPS, Greensboro, NC
On behalf of **Mark O'Neal**, Union alleges that the Company violated **Article 3, Section 7 and all that apply**, requesting compensation for all time worked by supervisors as outlined in the Contract (6/19/08 and ongoing).
- N-25-09: Local 391 v. UPS, Greensboro, NC
On behalf of **Mark O'Neal**, Union alleges that the Company violated **Article 3, Section 7 and all that apply**, requesting compensation for all time worked by supervisors as outlined in the Contract (6/25/08 and ongoing).
- N-26-09: Local 391 v. UPS, Greensboro, NC
On behalf of **Mark O'Neal**, Union alleges that the Company violated **Article 3, Section 7 and all that apply**, requesting compensation for all time worked by supervisors as outlined in the Contract (6/27/08 and ongoing).
- N-27-09: Local 391 v. UPS, Greensboro, NC
On behalf of **Mark O'Neal**, Union alleges that the Company violated **Article 3, Section 7 and all that apply**, requesting compensation for all time worked by supervisors as outlined in the Contract (6/30/08 and ongoing).
- N-28-09: Local 391 v. UPS, Greensboro, NC
On behalf of **Mark O'Neal**, Union alleges that the Company violated **Article 3, Section 7 and all that apply**, requesting compensation for all time worked by supervisors as outlined in the Contract (7/14/08 and ongoing).
- N-29-09: Local 391 v. UPS, Greensboro, NC
On behalf of **Mark O'Neal**, Union alleges that the Company violated **Article 3, Section 7 and all that apply**, requesting compensation for all time worked by supervisors as outlined in the Contract (7/18/08 and ongoing).
- N-30-09: Local 391 v. UPS, Raleigh, NC
On behalf of **Jason Gray**, Union alleges that the Company violated **Articles 36, 37 and all others that apply**, claiming grievant was accosted by his

Supervisor on 7/29/08, violating the Company's anti-harassment and workplace violence policies.

- N-31-09: Local 177 v. UPS, Hillside, NJ
On behalf of **Chris Jaroszynski**, Union alleges that the Company violated **Article 7**. Employee was discharged and not allowed to remain on the job without loss of pay.
- N-32-09: Local 449 v. UPS, Buffalo, NY
On behalf of **Byron Taylor**, Union alleges that the Company violated **Article 3, Section 7**, claiming Supervisors performing bargaining unit work (12/2/08).
- N-33-09: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges a violation of **Article 17**, claiming that after numerous discussions, the Company continues to refuse to show on all paychecks personal leave balances.
- N-34-09: Local 61 v. UPS, Asheville, NC
On behalf of **Graylon Rash**, Union alleges a violation of **Articles 17 and 38**. The Company does not have the right to force cover drivers to take their own vehicles to satellite centers. The Local Union does not have any agreement with the Company on "Satellite Centers".

WESTERN REGION

NEW CASES:

- N-35-09: Local 63 v. UPS, Rialto, CA
On behalf of **Flores and Latscha**, Union alleges a violation of **Articles 1, 26 and 32**. The Company subcontracted a load from Ontario, CA to Chicago, IL while there were trained Feeder drivers in package and sleeper equipment available (1/8/08).
- N-36-09: Local 63 v. UPS, Rialto, CA
On behalf of **all affected employees**, Union alleges a violation of **Articles 1, 26 and 32**. The Company subcontracted several loaded trailers from the Colton, CA rail yard to the Granada Vista facility in the LA Basin. There were brown shirts available that could have performed this work (4/7/08).
- 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-38-09: Local 162 v. UPS, Portland, OR
On behalf of **all affected employees**, union alleges a violation of **Article 22 and all that apply**, claiming that the Company is reducing the number of Article 22.3 full-time inside jobs in the jurisdiction of Local 162.
- 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.

WESTERN REGION SUPPLEMENT

NEW CASES:

N-40-09:

Local 631 v. UPS, Las Vegas, NV

On behalf of **Carolyn Hicks**, Union alleges a violation of **Article 42, SWPR, and all others that may apply**. The Company paid grievant incorrectly, starting 11/15/06 when she completed her two-year progression; asking for all back pay and ongoing penalty pay.

NOR-CAL SUPPLEMENT

NEW CASES:

N-41-09:

Local 70 v. UPS, Oakland, CA

On behalf of **the Nor Cal Committee**, Union alleges a violation of **Articles 7, 17, 21 and all others that apply**, claiming that the Company violated contractual rights by reaching an agreement for Part-time and Article 22.3 Car Washers in violation of the contract.

SAFETY & HEALTH COMMITTEE

CASES CARRIED OVER:

- N-08-07: Local 385 v. UPS, Orlando, FL
On behalf of **all affected employees**, Union alleges violation of **Articles 18 and 38**, claiming Company refuses to comply with contract.
- N-09-07: Local 385 v. UPS, Orlando, FL
On behalf of **Jerry Farris**, Union alleges violation of **Article 37**, claiming Company wants grievant to cover up tattoo.
- N-239-07: Local 728 v. UPS, Atlanta, GA
On behalf of **Dan Johnson**, Union alleges violation of **Articles 17 and 20**, claiming that the Company should pay 8 hours for grievant having to take off work on 10/2/06 in order to meet Federal requirements.
- N-248-07: Local 71 v. UPS, Charlotte, NC
On behalf of **all affected employees**, Union alleges violation of **Articles 17 and 20**, claiming the Company is failing to pay employees for time spent acquiring I.D. badges for the UPS Charlotte Airport Facility.
- N-269-07: Local 728 v. UPS, Atlanta, GA
On behalf of **Max Norton**, Union alleges violation of **Articles 20, Section 5 and Article 17**, claiming that Company required grievant to get another identification badge and to be fingerprinted to enter Atlanta Gateway Terminal at airport.
- 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-56-08: Local 340 v. UPS, Portland, ME
On behalf of **Timothy Spellman**, Union alleges that the Company violated **Articles 14, 34, 36, 37, 47 and all others that apply**, by denying grievant long-term disability, as required by the Collective Bargaining Agreement.
- N-57-08: Local 385 v. UPS, Orlando, FL
On behalf of **all affected employees**, Union alleges a violation of **Articles 16 and 35**, claiming that the Company is refusing to provide pre-care and after-care and return to work documentation.
- N-119-08: Local 804 v. UPS, Long Island City, NY
On behalf of **Felix Polanco**, Union alleges a violation of **Article 18**, claiming that the Company denied grievant's request for a vehicle with a lower step to prevent another back injury.
- N-120-08: Local 174 v. UPS, Tukwila, WA
On behalf of **Redmond Safety Committee**, Union alleges that the Company is in violation of **Article 18 and all other applicable language**, by not resolving safety and health concerns brought to the attention of management by the Safety Committee (2008-01-168).
- N-122-08: Local 174 v. UPS, Tukwila, WA
On behalf of **Redmond Safety Committee**, Union alleges that the Company is in violation of **Article 18 and all other applicable language**, for creating an unsafe working condition by not extending platforms to aid workers in breaking jams.
- N-123-08: Local 174 v. UPS, Tukwila, WA
On behalf of **Redmond Safety Committee**, Union alleges that the Company violated **Article 18 and all other applicable language**, by not addressing safety concerns of the Redmond Twilight Committee.
- 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-129-08: Local 512 v. UPS, Jacksonville, FL
On behalf of **all affected employees**, Union alleges a violation of **Article 18**, claiming that the Company has imposed an unfair, unsafe and arbitrary work rule regarding pedestrian passage through a part of the yard known as the "horseshoe."
- N-383-08: Local 639 v. UPS, Washington, DC
On behalf of **Antjuan Collins**, Union alleges a violation of **Article 20 and all others that apply**, claiming that the Company forced grievant to miss work to take exam for PFB.
- N-396-08: Local 177 v. UPS, Hillside, NJ
On behalf of **Wilbur Murray**, Union alleges a violation of **Article 14**, claiming that the Company refused to promptly address grievant's injury claim and refused grievant's request for medical attention.
- N-397-08: Local 177 v. UPS, Hillside, NJ
On behalf of **Gregory DiPalma**, Union alleges a violation of **Article 14**, claiming that the Company refused to promptly address grievant's injury claim and refused grievant's request for medical attention.
- N-398-08: Local 177 v. UPS, Hillside, NJ
On behalf of **Sam Mangiapane**, Union alleges that Company violated **Article 14** by having a Company representative accompany the injured worker into the examining room without consent.
- N-399-08: Local 177 v. UPS, Hillside, NJ
On behalf of **Robert Mitchell**, Union alleges that Company violated **Article 14** by having a Company representative accompany the injured worker into the examining room without consent.
- N-400-08: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges that Company violated **Article 18 and all**

others that apply by having the Safety Committee affix safety magnets to Package Cars.

N-77-08

Local 61 v. UPS, Asheville, NC

On behalf of **Darrell Thomas**, Union alleges that the Company violated **Article 16, Section 3 and Article 2, Section 2**. Grievant has a suspended license for speeding and requested to displace a Full-Time 22.3 employee per Article 16, Section 3(2). **(REDOCKETED)**

N-404-08:

Local 317 v. UPS, Syracuse, NY

On behalf of **John Gentry**, Union alleges that the Company violated **Article 35**, claiming that grievant is being called prior to work for a random alcohol test and not being paid for time. Employee should be paid for time en-route to work to take random alcohol test.

N-405-08:

Local 480 v. UPS, Nashville, TN

On behalf of **Jeffrey Daniels**, Union alleges that the Company violated **Article 20, 37, 17 and all others that apply**. Does the Company have the right to dictate exactly which authorized physicians may/may not perform a valid DOT exam, despite the fact that the grievant paid for such exam? Does the Company have the right to deny an employee's right to operate a package car, despite the fact he had and has a valid DOT examiner's certificate and has provided the Company with written notification from a medical expert in their field which fully released him to drive? Does the Company have the right to completely disregard the DOT regulations as clearly spelled out in the FMCSA?

N-407-08:

Local 63 c. UPS, Rialto, CA

On behalf of **Venna O'Farrell**, Union alleges that the Company violated **Article 35**, claiming that grievant was denied medical benefits while on a legitimate medical leave of absence.

NEW CASES:

- 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-43-09: Local 804 v. UPS, Long Island City, NY
On behalf of **all affected employees**, Union alleges a violation of **Article 18, Section 20.4**, and requests that the Company return the meeting to its original, agreed upon time and date.
- N-44-09: Local 177 v. UPS, Hillside, NJ
On behalf of **Glen Ramos**, Union alleges a violation of **Article 20, Section 2**. Contractually, the Company is required to provide a return to work examination with the Company Doctor within three (3) days after employee provides a return to work slip from the employee's doctor. The Company did not provide an appointment until 14 days later causing grievant to miss 10 days of work.
- N-45-09: Local 177 v. UPS, Hillside, NJ
On behalf of **Jim McIntyre**, Union alleges a violation of **Article 14, Section 3**, claiming the Company has not given grievant an ADA accommodation in accordance with the CBA and all applicable laws.
- N-46-09: Local 449 v. UPS, Buffalo, NY
On behalf of **all affected employees**, Union alleges that the Company violated **Article 35, Section 3.12**, claiming that written verification was not received by employee in a timely manner from the SAP to extend testing. The employee has met the requirements of follow-up testing in the 12-month period.
- N-47-09: Local 769 v. UPS, North Miami, FL
On behalf of **Steve Fekete**, Union alleges a violation of **Article 18**, claiming unsafe air quality on the automotive side of the Ft. Lauderdale Building. The Company is closing

bay doors next to the automotive when package cars leave the building

- N-48-09: Local 769 v. UPS, North Miami, FL
On behalf of **Steve Fekete**, Union alleges that the Company violated **Article 18**, claiming unsafe air quality on the automotive side of the Ft. Lauderdale building. The Company is closing bay doors when package cars leave the building. Next to the automotive is the P.E. working station with the work that is to be performed by P.E. personnel. The airborne particles are creating an unsafe working condition along with limited air flow.
- N-49-09: Local 177 v. UPS, Hillside, NJ
On behalf of **Anthony Poli**, union alleges that the Company violated **Article 18**, by putting grievant in an unsafe and dangerous work area.
- 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).
- 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).
- N-52-09: Local 70 v. UPS, Oakland, CA
On behalf of **Blair Levy**, Union alleges a violation of **Articles 18, 44 and all others that apply**, claiming the Company allowing employees to work on moving belts. Company is violating Agreement to terminate the use of the belt.
- N-53-09: Local 79 v. UPS, Tampa, FL
On behalf of **Mike Kato**, Union alleges that the Company violated **Article 14 and all others that apply**, claiming grievant was denied work in classification. The Company is sending full-time bargaining unit employees home at their eight (8) hours and supplementing the work with temporary alternate work when there is no TAW agreement on

file with the IBT, Health and Safety Committee or Local Union (December 2007 and ongoing).

- N-54-09: Local 767 v. UPS, Forest Hill, TX
On behalf of **Lori Bauer**, Union alleges the Company violated **Articles 16, 17 and all others that apply**. The Company did not pay Holidays due while grievant was out on FMLA.
- N-55-09: Local 533 v. UPS, Reno, NV
On behalf of **all affected employees**, Union alleges a violation of **Article 18**, claiming the Company is refusing to put heat in clerical areas.
- N-56-09: Local 533 v. UPS, Reno, NV
On behalf of **all affected employees**, Union alleges a violation of Article 20, claiming the Company is demanding medical notes; employees have a right to return to work.

PREMIUM SERVICES COMMITTEE

CARRIED OVER CASES:

- N-141-08: Local 251 v. UPS, East Providence, RI
On behalf of **Charles Morelle and George Poncin**,
Union alleges that the Company violated **Article 43**. For the week ending 2/16/08, Sleeper Team NE02904 was assigned the Vermont Teddy Bear Run on their regularly scheduled days off and paid straight time for the work beginning Sunday, February 10 through Tuesday morning, February 12.
- N-142-08: Local 251 v. UPS, East Providence, RI
On behalf of **Gerald Hackett and Robert Bubolz**,
Union alleges that the Company violated **Article 43**, by putting grievants off duty for 10 hours and docking their pay 10 hours.
- N-145-08: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges a violation of **Article 43**, claiming that the Company is categorizing Feeder work and paying different rates of pay. Drivers should be paid the applicable rate of pay regardless of the type of Feeder work being performed.
- N-154-08: Local 71 v. UPS, Charlotte, NC
On behalf of **all affected employees**, Union alleges violation of **Article 43**, claiming that the Company refuses to abide by Article 43 Guidelines.
- N-155-08: Local 396 v. UPS, Covina, CA
On behalf of **Dorion Takeshita**, Union alleges a violation of **Article 17, 43 and all others that apply**, claiming that Company failed to pay correct pay method on Sleeper Team diversion. Make whole for any and all lost wages; penalties to apply.
- N-408-08: Local 170 v. UPS, Worcester, MA
On behalf of **all Mileage Drivers**, Union alleges that the Company is in violation of **Article 43 and all others that apply**, claiming that Mileage

Drivers should be paid according to past practice.

- N-410-08: Local 455 v. UPS, Denver, CO
On behalf of **Steve Easdon**, Union alleges a violation of **Article 43 and Article 5 CRS**, claiming that the Company issued grievant's Sleeper Team a new tractor and will not turn it up to 75 mph.
- N-144-08 Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges a violation of **Article 43**, claiming that the Company substituted the approved loads from mileage turn jobs with unapproved loads **(REDOCKETED)**.
- N-413-08: Local 676 v. UPS, Collingswood, NJ
On behalf of **Dave Cutlee**, Union alleges that the Company violated **Article 43**, claiming that the meal period is being used on mileage runs to avoid paying delay time. Meal period is not addressed in the 43 Committee Rules only Local Supplement.
- N-423-08: Local 177 v. UPS, Hillside, NJ
On behalf of **Ken Gruelich**, Union alleges that the Company violated **Article 43, Section 1**, claiming Sleeper teams performing work normally done by hourly drivers.
- N-519-08: Local 177 v. UPS, Hillside, NJ
On behalf of **Ken Gruelich**, Union alleges that the Company violated **Article 43, Section 1**, claiming Sleeper teams performing work normally done by hourly drivers (8/22/07).
- N-520-08: Local 177 v. UPS, Hillside, NJ
On behalf of **Ken Gruelich**, Union alleges that the Company violated **Article 43, Section 1**, claiming that Sleeper teams are performing work normally done by hourly drivers (1/19/08).

NEW CASES:

- 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-60-09: Local 89 v. UPS, Louisville, KY
On behalf of **all affected employees**, Union alleges that the Company is in violation of **Article 43**, by not following the correct practice of preassembling the units (including the tractor) on mileage runs.
- N-61-09: Local 89 v. UPS, Louisville, KY
On behalf of **Anthony Cook**, Union alleges that the Company violated **Article 43**, claiming grievant short four (4) hours of turn pay in Phoenix, AZ.
- N-62-09: Local 89 v. UPS, Louisville, KY
On behalf of **Brian Wiedewitsch**, Union alleges that the Company violated **Article 43**, claiming Paul Elder told grievant that turn pay was paid off of LMA schedule. Lenexa leg 8/7/08 arrived 23:47 Kansas time and left at 2:47 Kansas time. We were paid .66 total turn pay: 11 minutes for leg two, plus 12 minutes for leg three and 101

minutes for leg five (leg two 8/6/08; leg three 8/6/08; and leg 5 8/7/08).

- N-63-09: Local 89 v. UPS, Louisville, KY
On behalf of **Chris White**, Union alleges that the Company violated **Article 43**, claiming Paul Elder told grievant that turn pay was paid off of LMA. Grievant departed Louisville, KY after schedule due to late sort. On 8/7/08 we arrived 23:47 Lenexa, KS and left at 2:47. We were paid .66 total turn pay: 11 minutes for leg two, 14 minutes for leg three and 101 minutes for leg 5, for a total of 2 hours and 7 minutes.
- N-64-09: Local 413 v. UPS, Columbus, OH
On behalf of **all affected employees**, Union alleges that the Company is in violation of **Article 43** and the 43 Committee ruling dated 11/3/08. On 11/11/08 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. The Union is requesting that the Company comply with the 43 Committee decision and make whole all drivers that are affected by the Company's actions.
- N-65-09: Local 952 v. UPS, Orange, CA
On behalf of **Musselman**, Union alleges that the Company violated **Article 43**, claiming drivers are not being paid for excessive delays at the Chicago CSX Rail Yard. Turn around point was changed to the rail yard. The team must then drive further to the UPS facility to fuel. Time spent in delays at rail yards should be compensated for at the hourly rate of pay.
- N-138-08: Local 391 v. UPS, Greensboro, NC
On behalf of **A. Stepp and L. Martin**, Union alleges that the Company violated **Articles 17, 40, 43 and all applicable**, by not paying Team Drivers time-and-one-half for working on November 23, 2007 holiday (**REDOCKETED**).
- N-139-08: Local 391 v. UPS, Greensboro, NC
On behalf of **J. McDowell and D. Wicker**, Union alleges that the Company violated **Articles 17, 40, 43 and all applicable**, by not paying Team

Drivers time-and-one-half for working on November 23, 2007 holiday (**REDOCKETED**).

- N-66-09: Local 512 v. UPS, Jacksonville, FL
On behalf of **Barry Timmons**, Union alleges a violation of **Article 43**, claiming that the Company has arbitrarily changed the way Sleeper Teams' delay time is paid at the team's furthest point. The two (2) hour unpaid delay time at a Sleeper Team's furthest point starts upon arrival. Contractual language and 10 years' past practice supports this position.
- N-67-09: Local 988 v. UPS, Houston, TX
On behalf of **Paul Cleboski**, Union alleges that the Company violated **Article 43**, claiming grievant was not paid time-and-one-half on delay time. Does grievant have two start and finish times of two furthest points? If he does, member requests back pay and penalty pay (8/22/08).
- N-68-09: Local 988 v. UPS, Houston, TX
On behalf of **Paul Cleboski**, Union alleges that the Company violated **Article 43**. Grievant was informed by the Company that his Sleeper run has one start and one finish time yet the Company has deducted four (4) hours of pay for two furthest points. Grievant is asking to be paid for all back deductions and future deductions at the Rockford, IL location (9/3/08).
- 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-70-09: Local 396 v. UPS, Covina, CA
On behalf of **Zack Lopez and Mario Tapia**, Union alleges that the Company violated **Articles 43, 17 and the Article 43 Guidelines**, claiming Sleeper Team not being paid hourly pay for commuting nine (9) miles to fuel off trace (10/28/08 and ongoing).

- N-71-09: Local 396 v. UPS, Covina, CA
On behalf of **Tracy McAlister and John Wright**, Union alleges that the Company violated **Articles 43 and 17**, claiming Sleeper Team not being paid hourly pay for commuting nine (9) miles to fuel stop off trace (9/25/08 and ongoing).
- N-72-09: Local 396 v. UPS, Covina, CA
On behalf of **Jack Northover and James Close**, Union alleges a violation of **Articles 43 and 17**, claiming that the Company refused to pay for work performed at furthest destination (June 2008 and ongoing).
- N-73-09: Local 396 v. UPS, Covina, CA
On behalf of **David Henningfield and Renee Perez**, Union alleges a violation of **Articles 43 and 17**, claiming that the Company refused to pay for work performed at furthest destination (September 23-26, 2008).
- N-74-09: Local 396 v. UPS, Covina, CA
On behalf of **Simon Contero**, Union alleges that the Company violated **Articles 43 and 17**. Grievant was directed to perform Package work on a Monday, then dispatched on a Sleeper Run Tuesday through Thursday and was not paid the appropriate premium rate for Monday (Week Ending 11/1/08).
- N-75-09: Local 396 v. UPS, Covina, CA
On behalf of **Bonita Amoroso**, Union alleges that the Company violated **Articles 43 and 17**. Grievant was directed to perform Package work on a Monday and Tuesday, then dispatched on a Sleeper Run Wednesday through Friday and was not paid the appropriate premium rate for Monday and Tuesday(Week Ending 11/14/08).
- N-76-09: Local 767 v. UPS, Forest Hill, TX
On behalf of **Ralph Compton**, Union alleges that the Company violated **Article 43**. The two-hour delay at furthest point on Sleepers are not being paid until the two (2) hours after the scheduled arrival. The Company has unilaterally changed the way delays are paid to Sleepers (7/26/08 and ongoing).

N-77-09:

Local 767 v. UPS, Forest Hill, TX

On behalf of **Raymond Zachary**, Union alleges that the Company violated **Article 43**. The Company is refusing to pay a delay cause by highway closure (Week Ending 8/22/08).

9.5

CASES CARRIED OVER:

- N-198-08: Local 381 v. UPS, Santa Maria, CA
On behalf of **Brian Robinson**, Union alleges that the Company violated **Article 37**, claiming that grievant has a lower level panel decision in his favor, is to be paid appropriate penalty and Company is to cease and desist.
- N-199-08: Local 381 v. UPS, Santa Maria, CA
On behalf of **Chris Cavanagh**, Union alleges that the Company violated **Article 37**, claiming that grievant has a lower level panel decision in his favor, is to be paid appropriate penalty and Company is to cease and desist.
- N-200-08: Local 381 v. UPS, Santa Maria, CA
On behalf of **Eric Oishi**, Union alleges that the Company violated **Article 37**, claiming grievant has a lower level panel decision in his favor, is to be paid appropriate penalty, and Company is to cease and desist.
- N-201-08: Local 381 v. UPS, Santa Maria, CA
On behalf of **Jesse Perez**, Union alleges that the Company violated **Article 37**, claiming grievant has a lower level panel decision in his favor, is to be paid appropriate penalty and Company is to cease and desist.
- N-202-08: Local 381 v. UPS, Santa Maria, CA
On behalf of **Sal Ramirez**, Union alleges that the Company violated **Article 37**, claiming grievant has a lower level panel decision in his favor, is to be paid appropriate penalty and Company is to cease and desist.
- N-203-08: Local 381 v. UPS, Santa Maria, CA
On behalf of **Manual Ramos**, Union alleges that the Company violated **Article 37**, claiming grievant has a lower level panel decision in his favor, is to be paid appropriate penalty and Company is to cease and desist.

- N-204-08: Local 381 v. UPS, Santa Maria, CA
On behalf of **Art Silvas**, Union alleges that the Company violated **Article 37**, claiming grievant has a lower level panel decision in his favor, is to be paid appropriate penalty and Company is to cease and desist.
- N-205-08: Local 381 v. UPS, Santa Maria, CA
On behalf of **Mike Montes**, Union alleges that the Company violated **Article 37**, claiming grievant has a lower level panel decision in his favor, is to be paid appropriate penalty and Company is to cease and desist (Case 02-08-192).
- N-206-08: Local 381 v. UPS, Santa Maria, CA
On behalf of **Mike Montes**, Union alleges that the Company violated **Article 37**, claiming grievant has a lower level panel decision in his favor, is to be paid appropriate penalty and Company is to cease and desist (Case 02-08-198).
- N-207-08: Local 381 v. UPS, Santa Maria, CA
On behalf of **Harold Hatley**, Union alleges that the Company violated **Article 37**, claiming grievant has a lower level panel decision in his favor, is to be paid appropriate penalty and Company is to cease and desist.
- N-208-08: Local 381 v. UPS, Santa Maria, CA
On behalf of **Don Taff**, Union alleges that the Company violated **Article 37**, claiming grievant has a lower level panel decision in his favor, is to be paid appropriate penalty and Company is to cease and desist.
- N-209-08: Local 381 v. UPS, Santa Maria, CA
On behalf of **Jeff Welbaum**, Union alleges that the Company violated **Article 37**, claiming grievant has a lower level panel decision in his favor, is to be paid appropriate penalty and Company is to cease and desist.
- N-214-08: Local 174 v. UPS, Tukwila, WA
On behalf of **Kenny Dings**, Union alleges that the Company violated **Article 37, Section 1(c)**, by causing grievant to work in excess of 9.5 hours.

- N-222-08: Local 294 v. UPS, Albany, NY
On behalf of **John Creech**, Union alleges that the Company violated **Article 37**, claiming that the grievant has continually worked over 9.5 (3/10/08, 3/11/08, 3/12/08 and 3/13/08).
- N-223-08: Local 294 v. UPS, Albany, NY
On behalf of **Mike Marro**, Union alleges that the Company violated **Article 37**, claiming that the grievant has continually worked over 9.5 (3/24/08, 3/25/08, 3/26/08 and 3/27/08).
- N-224-08: Local 294 v. UPS, Albany, NY
On behalf of **Thomas Racanna**, Union alleges that the Company violated **Article 37**, claiming that the grievant has continually worked over 9.5 (3/24/08, 3/25/08, 3/26/08 and 3/27/08).
- N-333-08: Local 186 v. UPS, Ventura, CA
On behalf of **Yvette Sabol**, Union alleges that the Company is in violation of **Article 37**, claiming that the grievant is on the "Opt In" list and has a Labor signed off 9.5 grievance. The Company has been made aware of this ongoing violation and has not followed the Agreement to reduce grievant's day (Weeks Ending 1/5/08, 3/1/08, 3/29/08, 5/3/08, 5/10/08 and 5/17/08).
- N-424-08: Local 381 v. UPS, Santa Maria, CA
On behalf of **David Andrade**, Union alleges that the Company violated **Article 37**, claiming that the employee worked 9.63, 9.92, 9.57, 11.25 and 10.78 the week of 3/10/08. Requesting that the Company comply with Article 37; pay employee appropriate penalty; adjust route, and cease and desist.
- N-427-08: Local 150 v. UPS, Sacramento, CA
On behalf of **Thomas Murphy**, Union alleges that the Company violated **Article 37, Section 1(c)**, claiming excessive overtime, March 3-7, 2008.
- N-428-08: Local 150 v. UPS, Sacramento, CA
On behalf of **Thomas Murphy**, Union alleges that the Company violated **Article 37, Section 1(c)**, claiming excessive overtime, March 10-12, 2008.

- N-429-08: Local 150 v. UPS, Sacramento, CA
On behalf of **Kevin Settjie**, Union alleges that the Company violated **Article 37, Section 1(c)**, claiming excessive overtime, March 4, 5 and 6, 2008.
- N-430-08: Local 150 v. UPS, Sacramento, CA
On behalf of **Dianne Meyers**, Union alleges that the Company violated **Article 37, Section 1(c)**, claiming excessive overtime, March 3-6, 2008.
- N-431-08: Local 150 v. UPS, Sacramento, CA
On behalf of **Joshua Gastelum**, Union alleges that the Company violated **Article 37, Section 1(c)**, claiming excessive overtime, February 26, 28 and 29, 2008.
- N-432-08: Local 150 v. UPS, Sacramento, CA
On behalf of **Joshua Gastelum**, Union alleges that the Company violated **Article 37, Section 1(c)**, claiming excessive overtime, March 3-7, 2008.
- N-460-08: Local 2 v. UPS, Great Falls, MT
On behalf of **Matt Hoge**, Union alleges that the Company violated **Article 37**, claiming grievant's hours continually over 9.5 and not being paid the contractual penalty (Jan 2008 and ongoing - Grievance #1807).
- N-461-08: Local 2 v. UPS, Great Falls, MT
On behalf of **Matt Hoge**, Union alleges that the Company violated **Article 37**, claiming grievant's hours continually over 9.5 and not being paid the contractual penalty (Jan 2008 and ongoing - Grievance #1809).
- N-492-08: Local 317 v. UPS, Syracuse, NY
On behalf of **Tony Timbello**, Union alleges that the Company violated **Article 37**, claiming that the driver's route has been adjusted and he also has been paid in the past for a 9.5 grievance. The Company does not want to pay 9.5 grievances on this employee because they claim high mileage.
- N-518-08: Local 431 v. UPS, Fresno, CA
On behalf of **Curt Leake**, Union alleges a violation of **Article 37**, claiming that despite a

National Decision to reduce grievant from working over 9.5 hours, Company continuously dispatches him with over a 9.5 day.

NEW CASES

- 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-79-09: Local 391 v. UPS, Raleigh, NC
On behalf of **Vince Talley**, Union alleges a violation of **Article 37**, claiming that the Company did not reduce grievant's work load. Grievant has requested that the Company adjust his work load on many occasions but they have failed to do so. He is requesting that he be paid triple time for the violation and his work load adjusted (March 17, 19 and 20, 2008 [311-08]).
- N-80-09: Local 391 v. UPS, Raleigh, NC
On behalf of **Vince Talley**, Union alleges a violation of **Article 37**, claiming that the Company did not reduce grievant's work load. Grievant has requested that the Company adjust his work load on many occasions but they have failed to do so. He is requesting that he be paid triple time for the violation and his work load adjusted (March 31, April 1, 2 and 3, 2008 [312-08]).
- N-81-09: Local 509 v. UPS, Taylors, SC
On behalf of **Michael Dotson**, Union alleges that the Company violated **Article 37 and all others that apply**, and requests penalty pay for violations on February 19, 20 and 21, 2008 (357-08).
- 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-83-09: Local 63 v. UPS, Rialto, CA
On behalf of **Elliott Esparza**, Union alleges a violation of **Article 37**, claiming that the Company caused grievant to work over 9.5 during the weeks in question, in violation of the collective bargaining agreement (Weeks Ending 8/2/08, 8/16/08, 8/23/08 and 8/30/08).
- N-84-09: Local 63 v. UPS, Rialto, CA
On behalf of **Joe Sepulveda**, Union alleges a violation of **Article 37**, claiming that the Company caused grievant to work over 9.5 during the weeks in question, in violation of the collective bargaining agreement (Weeks Ending 7/19/08, 8/9/08, and 8/23/08).
- N-85-09: Local 63 v. UPS, Rialto, CA
On behalf of **Kyle Kilgore**, Union alleges a violation of **Article 37**, claiming that the Company caused grievant to work over 9.5 during the weeks in question, in violation of the collective bargaining agreement (Week Ending 8/9/08).
- N-86-09: Local 63 v. UPS, Rialto, CA
On behalf of **Kevin Knox**, Union alleges that the Company violated **Article 37**, claiming that grievant is an unassigned utility driver who had opted in on the 9.5 list. He was covering a driver who had also opted in for the entire week. Union requests appropriate penalty for the violation (Week Ending 7/12/08).
- N-87-09: Local 509 v. UPS, Taylors, SC
On behalf of **Michael Dotson**, Union alleges that the Company violated **Article 37 and all others that apply**, and request penalty pay under Article 17 (5/16/08 [374-08]).
- N-88-09: Local 509 v. UPS, Taylors, SC
On behalf of **Michael Dotson**, Union alleges that the Company violated **Article 37 and all others that apply**, and request penalty pay under Article 17 (May 20-22, 2008 [375-08]).

- N-89-09: Local 509 v. UPS, Taylors, SC
On behalf of **Michael Dotson**, Union alleges that the Company violated **Article 37 and all others that apply**, and request penalty pay under Article 17 (4/24/08 [447-08]).
- N-90-09: Local 509 v. UPS, Taylors, SC
On behalf of **Richard Thomas**, Union alleges that the Company violated **Article 37 and all others that apply**, filing for eight-hour request and appropriate pay under Article 37.
- N-91-09: Local 391 v. UPS, Raleigh, NC
On behalf of **Vince Talley**, Union alleges a violation of **Article 37**, claiming that the Company did not reduce grievant's work load. Grievant has requested that the Company adjust his work load on many occasions but they have failed to do so. He requests triple time pay for the violation and that his work load be adjusted (June 16-19, 2008 [422-08]).
- N-439-08: Local 483 v. UPS, Boise, ID
On behalf of **Earl Peck**, Union alleges that the Company violated **Article 37**, claiming excessive overtime (May 10, 17 and 24, 2008; June 7, 14, 21 and 28, 2008 and July 5 and 12, 2008 [REDOCKETED]).
- N-92-09: Local 769 v. UPS, North Miami, FL
On behalf of **Jonathan Davila**, Union alleges that the Company violated **Article 37**, claiming grievant was forced to work over 9.5 hours. Grievant is on Opt-In list, yet forced to work over 9.5 hours per day more than two (2) days in a work week.
- N-93-09: Local 162 v. UPS, Portland, OR
On behalf of **Sean Stewart**, Union alleges that the Company violated **Article 37**. Grievant is a bid package Driver on a route primarily assigned to bid Package Driver Pat Henry when Pat is not working as a back up Feeder Driver. Grievant signed the Opt-In list and Pat did not. Grievant requests clarification as to whether or not he is covered by the 9.5 provisions when running this jointly held bid route. If he is covered, he

requests to work under 9.5. If he is not covered, then Local 162 requests that future bids under the provisions of WRSA 6.2 and JC37 2.1(f) include a notation on the bid as to whether or not the back up Feeder Driver primarily assigned to the bid route is on the 9.5 Opt-In list.

- N-94-09: Local 991 v. UPS, Mobile, AL
On behalf of **Mark Coskrey**, Union alleges a violation of **Article 37**, claiming the Company worked the grievant three (3) days of over 9.5 hours in a work week (July 7-12, 2008).
- N-95-09: Local 991 v. UPS, Mobile, AL
On behalf of **Ryan Brown**, Union alleges a violation of **Article 37**, claiming the Company worked the grievant three (3) days of over 9.5 hours in a work week (8/9/08).
- N-96-09: Local 991 v. UPS, Mobile, AL
On behalf of **Greg Allen**, Union alleges a violation of **Article 37**, claiming the Company worked the grievant three (3) days of over 9.5 hours in a work week (8/2/08).
- N-97-09: Local 991 v. UPS, Mobile, AL
On behalf of **Doug McDaniel**, Union alleges that the Company violated **Article 37**, by working the grievant over 8 hours. The company failed to comply with the grievant's 8 hour request for work.
- N-98-09: Local 991 v. UPS, Mobile, AL
On behalf of **David Grantham**, Union alleges a violation of **Article 37**, claiming that the Company worked grievant over 9.5 hours three (3) days in a work week (8/30/08).
- N-99-09: Local 278 v. UPS, San Francisco, CA
On behalf of **Jose Lopez**, Union alleges that the Company violated **Article 37**, by continually working grievant more than 9.5 hours per day three (3) days or more a week (Week Ending 4/5/08).

- N-100-09: Local 278 v. UPS, San Francisco, CA
On behalf of **Charles Lee**, Union alleges that the Company violated **Article 37**, by continually working grievant more than 9.5 hours per day three (3) days or more a week, Weeks Ending 4/12/08, 4/26/08, 5/3/08, 5/10/08, 5/31/08 and 6/7/08).
- N-101-09: Local 278 v. UPS, San Francisco, CA
On behalf of **Marlon Perez**, Union alleges that the Company violated **Article 37**, by continually working grievant more than 9.5 hours per day three (3) days or more a week, Weeks Ending 8/23/08, 8/30/08 and 9/6/08).
- N-102-09: Local 278 v. UPS, San Francisco, CA
On behalf of **Carlos Pinto**, Union alleges that the Company violated **Article 37**, by continually working grievant more than 9.5 hours per day three (3) days or more a week, Weeks Ending 4/19/08, 5/24/08 and 5/31/08).
- N-103-09: Local 278 v. UPS, San Francisco, CA
On behalf of **Sherrod Thomas**, Union alleges that the Company violated **Article 37**, by continually working grievant more than 9.5 hours per day three (3) days or more a week, Weeks Ending 5/10/08, 5/17/08, 5/31/08, 6/7/08 and 6/14/08).
- N-104-09: Local 891 v. UPS, Jackson, MI
On behalf of **Jason Pernell**, Union alleges that the Company violated **Article 37**. Grievant signed the June 2008 Opt-In list per Article 37. The Company required him to work over 9.5 hours three (3) days, week ending 6/27/08. The Company will not agree to reduce overtime and will not pay triple time due, even after a previous National decision was rendered in October 2008 for the "Company to Comply" on another 9.5 grievance filed by Brother Pernell for excessive overtime (June 2, 4, 5 and 6) which was deadlocked to the National 9.5 Committee in August 2008.
- N-105-09: Local 891 v. UPS, Jackson, MI
On behalf of **John Maddox**, Union alleges that the Company violated **Article 37**, claiming excessive overtime. Grievant's name is on the June 2008

Opt-In. He has filed seven (7) previous grievances in 2008 for excessive overtime. The first was settled "Company will Comply." The last six (6) grievant was paid time-and-one-half rate for all over 9.5 hours in those excessive overtime weeks. The last was settled 7/16/08. Brother Maddox and the Union seek the same resolution to this grievance and ask that the excessive overtime be reduced by adjusting his load.

- N-106-09: Local 991 v. UPS, Mobile, AL
On behalf of **Mark Coskrey**, Union alleges a violation of **Article 37**, claiming that the Company worked grievant three (3) days of over 9.5 hours in a work week (July 7-12, 2008).
- N-426-08: Local 516 v. UPS, Muskogee, OK
On behalf of **Willard Pearson**, Union alleges that the Company violated **Article 37**, claiming excessive overtime. Grievant signed the June 2008 Opt-In list per Article 37. Company required him to work over 9.5 hours three (3) days in one week. Company will not pay triple time due and agree to reduce overtime **(REDOCKETED)**.
- N-485-08: Local 516 v. UPS, Muskogee, OK
On behalf of **Ronald Ferguson**, Union alleges that the Company violated **Article 37**, claiming excessive overtime. Grievant signed the June 2008 Opt-In list per Article 37. Company required him to work over 9.5 hours three (3) days in one week. Company will not pay triple time due and agree to reduce overtime **(REDOCKETED)**.
- N-107-09: Local 891 v. UPS, Jackson, MI
On behalf of **John Maddox**, Union alleges that the Company violated **Article 37**, claiming excessive overtime. Grievant's name is on the June 2008 "Opt-In" list. He has filed seven (7) previous grievances in 2008 for excessive overtime. The first was settled "Company will comply." The last six (6), grievant was paid time-and-one-half rate for all over 9.5 hours in those excessive

overtime weeks. The last was settled 7/16/08. Grievant and the Union seek the same resolution to this grievance and ask that the excessive overtime be reduced by adjusting his load (9/4/08).

N-108-09: Local 891 v. UPS, Jackson, MI
On behalf of **John Maddox**, Union alleges that the Company violated **Article 37**, claiming excessive overtime. Grievant's name is on the June 2008 "Opt-In" list. He has filed seven (7) previous grievances in 2008 for excessive overtime. The first was settled "Company will comply." The last six (6), grievant was paid time-and-one-half rate for all over 9.5 hours in those excessive overtime weeks. The last was settled 7/16/08. Grievant and the Union seek the same resolution to this grievance and ask that the excessive overtime be reduced by adjusting his load (9/26/08).

N-109-09: Local 891 v. UPS, Jackson, MI
On behalf of **John Maddox**, Union alleges that the Company violated **Article 37**, claiming excessive overtime. Grievant's name is on the June 2008 "Opt-In" list. He has filed seven (7) previous grievances in 2008 for excessive overtime. The first was settled "Company will comply." The last six (6), grievant was paid time-and-one-half rate for all over 9.5 hours in those excessive overtime weeks. The last was settled 7/16/08. Grievant and the Union seek the same resolution to this grievance and ask that the excessive overtime be reduced by adjusting his load (Week Ending 10/4/08).

N-110-09: Local 891 v. UPS, Jackson, MI
On behalf of **Chris Cole**, Union alleges that the Company violated **Article 37**, claiming excessive overtime. Grievant's name is on the June 2008 "Opt-In" list. He has filed for the third time an excessive overtime grievance. Grievances one and two were settled as follows: "Company is notified of 9.5 Issue", settlement date 6/9/08. Grievance two: "Company will comply with the Contract" settlement date 7/10/08. The Grievant

and the Union request payment of all hours over 9.5, Week Ending 7/26/08 at time-and-one-half rate to resolve this third grievance (7/26/08).

- N-111-09: Local 373 v. UPS, Fort Smith, AR
On behalf of **Stephen Hill**, Union alleges that the Company violated **Article 37** by forcing grievant to work excessive overtime (8/13/08). Union requests triple-time pay for all hours over 9.5.
- N-112-09: Local 373 v. UPS, Fort Smith, AR
On behalf of **Austin Frazee**, Union alleges that the Company violated **Article 37** by forcing grievant to work excessive overtime (7/23/08). Union requests triple-time pay for all hours over 9.5.
- N-113-09: Local 373 v. UPS, Fort Smith, AR
On behalf of **Steve McCallister**, Union alleges that the Company violated **Article 37** by forcing grievant to work excessive overtime (8/15/08). Union requests triple-time pay for all hours over 9.5.
- N-114-09: Local 373 v. UPS, Fort Smith, AR
On behalf of **Chris Berry**, Union alleges that the Company violated **Article 37** by forcing grievant to work excessive overtime (8/6/08). Union requests triple-time pay for all hours over 9.5.
- N-115-09: Local 373 v. UPS, Fort Smith, AR
On behalf of **Reggie Thomas**, Union alleges that the Company violated **Article 37** by forcing grievant to work excessive overtime (5/23/08). Union requests triple-time pay for all hours over 9.5.
- N-116-09: Local 373 v. UPS, Fort Smith, AR
On behalf of **Autumn Stone**, Union alleges that the Company violated **Article 37** by forcing grievant to work excessive overtime (8/21/08). Union requests triple-time pay for all hours over 9.5.
- N-117-09: Local 373 v. UPS, Fort Smith, AR
On behalf of **Tim Sperrill**, Union alleges that the Company violated **Article 37** by forcing grievant

to work excessive overtime (8/29/08). Union requests triple-time pay for all hours over 9.5.

- N-118-09: Local 373 v. UPS, Fort Smith, AR
On behalf of **Andrew Thurman**, Union alleges that the Company violated **Article 37** by forcing grievant to work excessive overtime (8/1/08). Union requests triple-time pay for all hours over 9.5.
- N-119-09: Local 373 v. UPS, Fort Smith, AR
On behalf of **Tracy Griggs**, Union alleges that the Company violated **Article 37** by forcing grievant to work excessive overtime (8/20/08). Union requests triple-time pay for all hours over 9.5.
- N-120-09: Local 373 v. UPS, Fort Smith, AR
On behalf of **Dennis Pack**, Union alleges that the Company violated **Article 37** by forcing grievant to work excessive overtime (7/10/08). Union requests triple-time pay for all hours over 9.5.
- N-121-09: Local 373 v. UPS, Fort Smith, AR
On behalf of **Larry Goodner**, Union alleges that the Company violated **Article 37** by forcing grievant to work excessive overtime (8/6/08). Union requests triple-time pay for all hours over 9.5.
- N-122-09: Local 373 v. UPS, Fort Smith, AR
On behalf of **Mike Eddings**, Union alleges that the Company violated **Article 37** by forcing grievant to work excessive overtime (9/4/08). Union requests triple-time pay for all hours over 9.5.
- N-226-08: Local 70 v. UPS, Oakland, CA
On behalf of **all affected employees**, Union alleges a violation of **Article 37, Section 1(c)**, claiming that UPS is violating contractual rights by violating the 9.5 rights of employees.
- N-123-09: Local 385 v. UPS, Orlando, FL
On behalf of **Sean Davis**, Union alleges that the Company violated **Article 37 and all others that apply**, by forcing employees to work excessive overtime (9/16/08 [2008-09-362]).

- N-124-09: Local 385 v. UPS, Orlando, FL
On behalf of **Sean Davis**, Union alleges that the Company violated **Article 37 and all others that apply**, by forcing employees to work excessive overtime (9/16/08 [2008-09-363]).
- N-125-09: Local 385 v. UPS, Orlando, FL
On behalf of **Sean Davis**, Union alleges that the Company violated **Article 37 and all others that apply**, by forcing employees to work excessive overtime (9/16/08 [2008-09-364]).
- N-126-09: Local 385 v. UPS, Orlando, FL
On behalf of **Austin Merritt**, Union alleges that the Company violated **Article 37 and all others that apply**, by forcing employees to work excessive overtime (9/16/08 [2008-09-365]).
- N-127-09: Local 385 v. UPS, Orlando, FL
On behalf of **Austin Merritt**, Union alleges that the Company violated **Article 37 and all others that apply**, by forcing employees to work excessive overtime (9/16/08 [2008-09-366]).
- N-128-09: Local 385 v. UPS, Orlando, FL
On behalf of **Kyle Harrison**, Union alleges that the Company violated **Article 37 and all others that apply**, by forcing employees to work excessive overtime (9/16/08 [2008-09-367]).
- N-129-09: Local 385 v. UPS, Orlando, FL
On behalf of **Kyle Harrison**, Union alleges that the Company violated **Article 37 and all others that apply**, by forcing employees to work excessive overtime (9/16/08 [2008-09-368]).
- N-130-09: Local 385 v. UPS, Orlando, FL
On behalf of **Matt Kaylor**, Union alleges that the Company violated **Article 37 and all others that apply**, by forcing employees to work excessive overtime (9/16/08 [2008-09-371]).
- N-131-09: Local 385 v. UPS, Orlando, FL
On behalf of **Matt Kaylor**, Union alleges that the Company violated **Article 37 and all others that apply**, by forcing employees to work excessive overtime (9/16/08 [2008-09-372]).

- N-132-09: Local 385 v. UPS, Orlando, FL
On behalf of **Jerry Baugh**, Union alleges that the Company violated **Article 37 and all others that apply**, by forcing employees to work excessive overtime (9/16/08 [2008-09-373]).
- N-133-09: Local 385 v. UPS, Orlando, FL
On behalf of **Jeff Emerson**, Union alleges that the Company violated **Article 37 and all others that apply**, by forcing employees to work excessive overtime (9/16/08 [2008-09-374]).
- N-134-09: Local 385 v. UPS, Orlando, FL
On behalf of **Justin Gandy**, Union alleges that the Company violated **Article 37 and all others that apply**, by forcing employees to work excessive overtime (9/16/08 [2008-09-375]).
- N-135-09: Local 385 v. UPS, Orlando, FL
On behalf of **David Chambliss**, Union alleges that the Company violated **Article 37 and all others that apply**, by forcing employees to work excessive overtime (9/16/08 [2008-09-376]).
- N-136-09: Local 385 v. UPS, Orlando, FL
On behalf of **Garlan Wilkins**, Union alleges that the Company violated **Article 37 and all others that apply**, by forcing employees to work excessive overtime (9/16/08 [2008-09-377]).
- N-137-09: Local 385 v. UPS, Orlando, FL
On behalf of **Paul Conner**, Union alleges that the Company violated **Article 37 and all others that apply**, by forcing employees to work excessive overtime (9/16/08 [2008-09-378]).
- N-138-09: Local 385 v. UPS, Orlando, FL
On behalf of **Justin Bennett**, Union alleges that the Company violated **Article 37 and all others that apply**, by forcing employees to work excessive overtime (9/16/08 [2008-09-379]).
- N-139-09: Local 385 v. UPS, Orlando, FL
On behalf of **Brant Simpson**, Union alleges that the Company violated **Article 37 and all others that apply**, by forcing employees to work excessive overtime (8/12/08 [2008-06-446]).

- N-140-09: Local 385 v. UPS, Orlando, FL
On behalf of **Christopher Beard**, Union alleges that the Company violated **Article 37 and all others that apply**, by forcing employees to work excessive overtime (8/12/08 [2008-06-447]).
- N-141-09: Local 385 v. UPS, Orlando, FL
On behalf of **Robbie Monroe**, Union alleges that the Company violated **Article 37 and all others that apply**, by forcing employees to work excessive overtime (8/12/08 [2008-06-448]).
- N-142-09: Local 767 v. UPS, Forest Hill, TX
On behalf of **Jesse Bridges**, Union alleges a violation of **Article 37**, claiming that the Company is refusing to comply with the over 9.5 language as outlined in Article 37 of the CBA (Week Ending 6/7/08).
- N-143-09: Local 767 v. UPS, Forest Hill, TX
On behalf of **Jaime Benavides**, Union alleges a violation of **Article 37**, claiming that the Company is not in compliance with the 9.5 language as outlined in the CBA (Week Ending 4/26/08).
- N-144-09: Local 767 v. UPS, Forest Hill, TX
On behalf of **Cortez Bond**, Union alleges a violation of **Article 37**, claiming that the Company is refusing to comply with the over 9.5 language as negotiated in the current CBA (Week Ending 6/7/08).
- N-145-09: Local 767 v. UPS, Forest Hill, TX
On behalf of **Gary Howell**, Union alleges a violation of **Article 37**, claiming that the Company is refusing to comply with the over 9.5 language as negotiated in the current CBA (Weeks Ending July 12 and 19, 2008).
- N-146-09: Local 533 v. UPS, Reno, NV
On behalf of **all affected employees**, Union alleges that the Company violated **Article 37**, claiming Division Manager refuses to pay over 9.5 grievances.

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- 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-149-09: Local 295 v. UPS, Valley Stream, NY
On behalf of **Ronald Catti**, Union alleges that the Company violated Articles 3, 6 and all others that apply, claiming dock work is being performed by non-bargaining unit members. All dock work should be performed by bargaining unit members, including all scanning, screening and handling of freight.
- N-150-09: Local 70 v. UPS, Oakland, CA
On behalf of **all affected employees**, Union alleges a violation of **Article 7**. The Company is violating contractual rights by working casual employees as independent contractors; not paying taxes, etc.
- 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.