

6/26/09

TEAMSTERS UNITED PARCEL SERVICE
NATIONAL GRIEVANCE COMMITTEE

MINUTES

June 8 - 11, 2009
3:00 P.M.

CROWNE PLAZA
1800 MARKET STREET
PHILADELPHIA, PA 19103

The meeting was called to order by Chair Dempsey

The following cases were SETTLED AND/OR WITHDRAWN:

N-248-06: Local 177 v. UPS, Hillside, NJ
N-120-08: Local 174 v. UPS, Tukwila, WA
N-145-08: Local 177 v. UPS, Hillside, NJ
N-378-08: Local 177 v. UPS, Hillside, NJ
N-383-08: Local 639 v. UPS, Washington, DC
N-407-08: Local 63 v. UPS, Rialto, CA
N-410-08: Local 455 v. UPS, Denver, CO
N-427-08: Local 150 v. UPS, Sacramento, CA
N-428-08: Local 150 v. UPS, Sacramento, CA
N-429-08: Local 150 v. UPS, Sacramento, CA
N-430-08: Local 150 v. UPS, Sacramento, CA
N-431-08: Local 150 v. UPS, Sacramento, CA
N-432-08: Local 150 v. UPS, Sacramento, CA
N-492-08: Local 317 v. UPS, Syracuse, NY
N-11-09: Local 767 v. UPS, Forest Hill, TX

N-13-09: Local 639 v. UPS, Washington, DC
N-55-09: Local 533 v. UPS, Reno, NV
N-65-09: Local 952 v. UPS, Orange, CA
N-74-09: Local 396 v. UPS, Covina, CA
N-146-09: Local 533 v. UPS, Reno, NV
N-152-09: Local 118 v. UPS, Rochester, NY
N-154-09: Local 407 v. UPS, Cleveland, OH
N-184-09: Local 177 v. UPS, Hillside, NJ
N-199-09: Local 177 v. UPS, Hillside, NJ
N-202-09: Local 177 v. UPS, Hillside, NJ
N-203-09: Local 177 v. UPS, Hillside, NJ
N-240-09: Local 512 v. UPS, Jacksonville, FL
N-249-09: Local 177 v. UPS, Hillside, NJ
N-254-09: Local 638 v. UPS, Minneapolis, MN
N-257-09: Local 391 v. Greensboro, NC
N-262-09: Local 174 v. UPS, Tukwila, WA
N-265-09: Local 959 v. UPS, Anchorage, AK
N-269-09: Local 396 v. UPS, Covina, CA
N-292-09: Local 687 v. UPS, Potsdam, NY

The following cases were WITHDRAWN WITH RIGHTS:

N-162-07: Local 177 v. UPS, Hillside, NJ
N-56-08: Local 340 v. UPS, Portland, ME
N-122-08: Local 174 v. UPS, Tukwila, WA
N-123-08: Local 174 v. UPS, Tukwila, WA
N-38-09: Local 162 v. UPS, Portland, OR
N-70-09: Local 396 v. UPS, Covina, CA
N-71-09: Local 396 v. UPS, Covina, CA
N-75-09: Local 396 v. UPS, Covina, CA

The following cases were POSTPONED:

N-232-07: Local 386 v. UPS, Modesto, CA
N-46-08: Local 278 v. UPS, San Francisco, CA
N-83-08: Local 177 v. UPS, Hillside, NJ
N-214-08: Local 174 v. UPS, Tukwila, WA
N-226-08: Local 70 v. UPS, Oakland, CA
N-372-08: Local 340 v. UPS, South Portland, ME
N-400-08: Local 177 v. UPS, Hillside, NJ
N-17-09: Local 177 v. UPS, Hillside, NJ
N-37-09: Local 542 v. UPS, San Diego, CA
N-42-09: Local 901 v. UPS, San Juan, PR
N-57-09: Local 70 v. UPS, Oakland, CA
N-58-09: Local 638 v. UPS, Minneapolis, MN
N-59-09: Local 638 v. UPS, Minneapolis, MN

N-60-09: Local 89 v. UPS, Louisville, KY
N-69-09: Local 177 v. UPS, Hillside, NJ
N-78-09: Local 439 v. UPS, Stockton, CA
N-82-09: Local 804 v. UPS, Long Island City, NY
N-90-09: Local 509 v. UPS, Taylors, SC
N-101-09: Local 278 v. UPS, San Francisco, CA
N-102-09: Local 278 v. UPS, San Francisco, CA
N-103-09: Local 278 v. UPS, San Francisco, CA
N-151-09: Local 480 v. UPS, Nashville, TN
N-155-09: Local 693 v. UPS, Binghamton, NY
N-156-09: Local 355 v. UPS, Salisbury, MD
N-157-09: Local 509 v. UPS, Taylors, SC
N-176-09: Local 177 v. UPS, Hillside, NJ
N-177-09: Local 177 v. UPS, Hillside, NJ
N-178-09: Local 177 v. UPS, Hillside, NJ
N-179-09: Local 177 v. UPS, Hillside, NJ
N-182-09: Local 177 v. UPS, Hillside, NJ
N-191-09: Local 177 v. UPS, Hillside, NJ
N-192-09: Local 177 v. UPS, Hillside, NJ
N-194-09: Local 177 v. UPS, Hillside, NJ
N-195-09: Local 992 v. UPS, Hagerstown, MD
N-198-09: Local 509 v. UPS, Cayce, SC
N-201-09: Local 177 v. UPS, Hillside, NJ
N-211-09: Local 317 v. UPS, Syracuse, NY
N-212-09: Local 317 v. UPS, Syracuse, NY
N-213-09: Local 317 v. UPS, Syracuse, NY
N-218-09: Local 70 v. UPS, Oakland, CA
N-219-09: Local 150 v. UPS, Sacramento, CA
N-220-09: Local 17 v. UPS, Denver, CO
N-221-09: Local 17 v. UPS, Denver, CO
N-222-09: Local 63 v. UPS, Rialto, CA
N-223-09: Local 278 v. UPS, San Francisco, CA
N-229-09: Local 991 v. UPS, Mobile, AL
N-231-09: Local 769 v. UPS, North Miami, FL
N-239-09: Local 728 v. UPS, Atlanta, GA
N-243-09: Local 177 v. UPS, Hillside, NJ
N-244-09: Local 177 v. UPS, Hillside, NJ
N-245-09: Local 391 v. UPS, Raleigh, NC
N-247-09: Local 278 v. UPS, San Francisco, CA
N-248-09: Local 104 v. UPS, Phoenix, AZ
N-250-09: Local 177 v. UPS, Hillside, NJ
N-253-09: Local 71 v. UPS, Charlotte, NC
N-256-09: Local 30 v. UPS, Jeannette, PA
N-258-09: Local 992 v. UPS, Hagerstown, MD
N-259-09: Local 89 v. UPS, Louisville, KY
N-263-09: Local 70 v. UPS, Oakland, CA

N-266-09: Local 70 v. UPS, Oakland, CA
N-267-09: Local 70 v. UPS, Oakland, CA
N-271-09: Local 177 v. UPS, Hillside, NJ
N-272-09: Local 177 v. UPS, Hillside, NJ
N-274-09: Local 177 v. UPS, Hillside, NJ
N-275-09: Local 177 v. UPS, Hillside, NJ
N-276-09: Local 177 v. UPS, Hillside, NJ
N-277-09: Local 177 v. UPS, Hillside, NJ
N-278-09: Local 177 v. UPS, Hillside, NJ
N-279-09: Local 177 v. UPS, Hillside, NJ
N-282-09: Local 177 v. UPS, Hillside, NJ
N-283-09: Local 177 v. UPS, Hillside, NJ
N-284-09: Local 804 v. UPS, Long Island City, NY
N-286-09: Local 449 v. UPS, Buffalo, NY
N-287-09: Local 391 v. UPS, Greensboro, NC
N-288-09: Local 150 v. UPS, Sacramento, CA
N-290-09: Local 177 v. UPS, Hillside, NJ
N-293-09: Local 177 v. UPS, Hillside, NJ
N-297-09: Local 355 v. UPS, Baltimore, MD

The following cases were ON IN ERROR:

N-12-09: Local 71 v. UPS, Charlotte, NC
N-97-09: Local 991 v. UPS, Mobile, AL
N-170-09: Local 177 v. UPS, Hillside, NJ
N-233-09: Local 767 v. UPS, Forest Hill, TX
N-252-09: Local 413 v. UPS, Columbus, OH

The following cases were put on COMMITTEE HOLD:

N-174-07: Local 70 v. UPS, Oakland, CA
N-176-07: Local 70 v. UPS, Oakland, CA
N-180-07: Local 767 v. UPS, Forest Hill, TX
N-225-07: Local 162 v. UPS, Portland, OR
N-230-07: Local 70 v. UPS, Oakland, CA
N-33-08: Local 162 v. UPS, Portland, OR
N-79-08: Local 177 v. UPS, Hillside, NJ
N-104-08: Local 70 v. UPS, Oakland, CA
N-125-08: Local 988 v. UPS, Houston, TX
N-39-09: Local 533 v. UPS, Reno, NV
N-147-09: Local 340 v. UPS, South Portland, ME
N-148-09: Local 769 v. UPS, North Miami, FL
N-153-09: Local 542 v. UPS, San Diego, CA
N-217-09: Local 174 v. UPS, Tukwila, WA
N-225-09: Local 396 v. UPS, Covina, CA
N-237-09: Local 79 v. UPS, Tampa, FL

Chair Dempsey called Case N-158-09: Local 177 v. UPS, Hillside, NJ
On behalf of **Ray Maurer, Ed Maceyck, all affected Journeymen and Maintenance Mechanics**, Union alleges a violation of **Article 32**. UPS subcontracted bargaining unit work; specifically installed temporary exit signs while qualified journeyman/maintenance mechanics were available.

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

Chair Dempsey called Case N-159-09: Local 177 v. UPS, Hillside, NJ
On behalf of **Ray Maurer, Ed Maceyck, all affected Journeymen and Maintenance Mechanics**, Union alleges a violation of **Article 32**. UPS subcontracted bargaining unit work; specifically installed plywood on walls while qualified journeyman/maintenance mechanics were available.

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

Chair Dempsey called Case N-160-09: Local 177 v. UPS, Hillside, NJ
On behalf of **Ray Maurer, Ed Maceyck, all affected Journeymen and Maintenance Mechanics**, Union alleges a violation of **Article 32**. UPS subcontracted bargaining unit work; specifically hung board labeled ladders with safety stickers while qualified journeyman/maintenance mechanics were available.

Heard with Case N-185-09: Local 177 v. UPS, Hillside, NJ
On behalf of **Mark Best and all affected Journeymen and**

Maintenance Mechanics, Union alleges a violation of **Article 32**, claiming UPS subcontracted bargaining unit work, specifically hanging bulletin boards while qualified journeyman/maintenance mechanics were available.

DECISION: Based on the facts presented, cases are DEADLOCKED.

Chair Dempsey called Case N-161-09: Local 177 v. UPS, Hillside, NJ
On behalf of **Ray Maurer, Ed Maceyck, all affected Journeymen and Maintenance Mechanics**, Union alleges a violation of **Article 32**. UPS subcontracted bargaining unit work; specifically fabricate and attach covers while qualified journeyman/maintenance mechanics were available.

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

Chair Dempsey called Case N-162-09: Local 177 v. UPS, Hillside, NJ
On behalf of **Ray Maurer, Ed Maceyck, all affected Journeymen and Maintenance Mechanics**, Union alleges a violation of **Article 32**. UPS subcontracted bargaining unit work; specifically installed #104 Hydraulic Solenoid electrical connection while qualified journeyman/maintenance mechanics were available.

Heard with Case N-180-09: Local 177 v. UPS, Hillside, NJ
On behalf of **Steve Glod and all affected Journeymen and Maintenance Mechanics**, Union alleges a violation of **Article 32**, claiming UPS subcontracted

bargaining unit work while qualified journeyman/maintenance mechanics were available.

DECISION: Based on the facts presented, cases are DEADLOCKED.

Chair Dempsey called Case N-163-09: Local 177 v. UPS, Hillside, NJ
On behalf of **Ray Maurer, Ed Maceyck, all affected Journeymen and Maintenance Mechanics**, Union alleges a violation of **Article 32**. UPS subcontracted bargaining unit work; specifically installed dock bumpers while qualified journeyman/maintenance mechanics were available.

Heard with Case N-204-09: Local 177 v. UPS, Hillside, NJ
On behalf of **Shop Stewards Mike Stoffy, Ed Maceyck, all affected Journeymen and Maintenance Mechanics**, Union alleges a violation of **Article 32**. UPS subcontracted bargaining unit work, specifically replaced dock bumpers and cushions on doors 80 through 159 while qualified journeyman/maintenance mechanics were available.

DECISION: Based on the facts presented, cases are DEADLOCKED.

Chair Dempsey called Case N-164-09: Local 177 v. UPS, Hillside, NJ
On behalf of **Ray Maurer, Ed Maceyck, all affected Journeymen and Maintenance Mechanics**, Union alleges a violation of **Article 32**. UPS subcontracted bargaining unit work; specifically remove and replace light bulbs while qualified journeyman/

maintenance mechanics were available.

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

Chair Dempsey called Case N-165-09: Local 177 v. UPS, Hillside, NJ
On behalf of **Ray Maurer, Ed Maceyck, all affected Journeymen and Maintenance Mechanics**, Union alleges a violation of **Article 32**. UPS subcontracted bargaining unit work; specifically installed hose racks while qualified journeyman/maintenance mechanics were available.

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

Chair Dempsey called Case N-166-09: Local 177 v. UPS, Hillside, NJ
On behalf of **Ray Maurer, Ed Maceyck, all affected Journeymen and Maintenance Mechanics**, Union alleges a violation of **Article 32**. UPS subcontracted bargaining unit work; specifically installed door closer and knobs while qualified journeyman/maintenance mechanics were available.

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

Chair Dempsey called Case N-167-09: Local 177 v. UPS, Hillside, NJ
On behalf of **Ray Maurer, Ed Maceyck, all affected Journeymen and Maintenance Mechanics**, Union alleges a violation of **Article 32**. UPS subcontracted bargaining unit work; specifically installed existing stop signs while qualified journeyman/maintenance mechanics were available.

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

Chair Dempsey called Case N-168-09: Local 177 v. UPS, Hillside, NJ
On behalf of **Ray Maurer, Ed Maceyck, all affected Journeymen and Maintenance Mechanics**, Union alleges a violation of **Article 32**. UPS subcontracted bargaining unit work; specifically installed hand rails on UNL 16's while qualified journeyman/maintenance mechanics were available.

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

Chair Dempsey called Case N-169-09: Local 177 v. UPS, Hillside, NJ
On behalf of **Ray Maurer, Ed Maceyck, all affected Journeymen and Maintenance Mechanics**, Union alleges a violation of **Article 32**. UPS subcontracted bargaining unit work; specifically dismantled equipment from M.D.C. while qualified journeyman/maintenance mechanics were available.

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

Chair Dempsey called Case N-171-09: Local 177 v. UPS, Hillside, NJ
On behalf of **Ray Maurer, Ed Maceyck, all affected Journeymen and Maintenance Mechanics**, Union alleges a violation of **Article 32**. UPS subcontracted bargaining unit work; specifically repair and replace dock seal while qualified journeyman/maintenance mechanics were available.

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

Chair Dempsey called Case N-172-09: Local 177 v. UPS, Hillside, NJ
On behalf of **Ray Maurer, Ed Maceyck, all affected Journeymen and Maintenance Mechanics**, Union alleges a violation of **Article 32**. UPS subcontracted bargaining unit work; specifically replaced conveyor video monitor while qualified journeyman/maintenance mechanics were available.

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

Chair Dempsey called Case N-173-09: Local 177 v. UPS, Hillside, NJ
On behalf of **Ray Maurer, Ed Maceyck, all affected Journeymen and Maintenance Mechanics**, Union alleges a violation of **Article 32**. UPS subcontracted bargaining unit work; specifically attained parts while qualified journeyman/maintenance mechanics were available.

Heard with Case N-174-09: Local 177 v. UPS, Hillside, NJ
On behalf of **Ray Maurer, Ed Maceyck, all affected Journeymen and Maintenance Mechanics**, Union alleges a violation of **Article 32**. UPS subcontracted bargaining unit work; specifically moving equipment from pit area while qualified journeyman/maintenance mechanics were available.

And Case N-175-09: Local 177 v. UPS, Hillside, NJ
On behalf of **Ray Maurer, Ed Maceyck, all affected Journeymen and Maintenance Mechanics**, Union alleges a violation of **Article 32**. UPS

subcontracted bargaining unit work; specifically worked on lights in guard house while qualified journeyman/ maintenance mechanics were available.

DECISION: Based on the facts presented, cases are DEADLOCKED.

Chair Dempsey called Case N-181-09: Local 177 v. UPS, Hillside, NJ
On behalf of **Steve Glod and all affected Journeymen and Maintenance Mechanics**, Union alleges a violation of **Article 32**, claiming UPS subcontracted bargaining unit work in the small sort area while qualified journeyman/ maintenance mechanics were available.

Heard with Case N-215-09: Local 177 v. UPS, Hillside, NJ
On behalf of **Shop Steward Ed Maceyck, all affected Journeymen and Maintenance Mechanics**, Union alleges a violation of **Article 32**. UPS subcontracted bargaining unit work, specifically repaired and replaced GFCI receptacles while qualified journeyman/ maintenance mechanics were available.

DECISION: Based on the facts presented, cases are DEADLOCKED.

Chair Dempsey called Case N-183-09: Local 177 v. UPS, Hillside, NJ
On behalf of **Mark Best and all affected Journeymen and Maintenance Mechanics**, Union alleges a violation of **Article 32**, claiming UPS subcontracted bargaining unit work, specifically assembling chairs while qualified journeyman/

maintenance mechanics were available.

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

Chair Dempsey called Case N-186-09: Local 177 v. UPS, Hillside, NJ
On behalf of **Mark Best and all affected Journeymen and Maintenance Mechanics**, Union alleges a violation of **Article 32**, claiming UPS subcontracted bargaining unit work, specifically replace and repair wheels and casters while qualified journeyman/maintenance mechanics were available.

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

Chair Dempsey called Case N-187-09: Local 177 v. UPS, Hillside, NJ
On behalf of **Mark Best and all affected Journeymen and Maintenance Mechanics**, Union alleges a violation of **Article 32**, claiming UPS subcontracted bargaining unit work, specifically removing, replacing and installing kick plates on pedestrian doors while qualified journeyman/maintenance mechanics were available.

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

Chair Dempsey called Case N-188-09: Local 177 v. UPS, Hillside, NJ
On behalf of **Mark Best and all affected Journeymen and Maintenance Mechanics**, Union alleges a violation of **Article 32**, claiming UPS subcontracted bargaining unit work, specifically removing and replacing spring-wound timers with single pole switches

while qualified journeyman/
maintenance mechanics were
available.

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

Chair Dempsey called Case N-189-09: Local 177 v. UPS, Hillside, NJ
On behalf of **Mark Best and all
affected Journeymen and
Maintenance Mechanics**, Union
alleges a violation of **Article
32**, claiming UPS subcontracted
bargaining unit work,
specifically assembling and
anchoring wire partitions
while qualified journeyman/
maintenance mechanics were
available.

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

Chair Dempsey called Case N-190-09: Local 177 v. UPS, Hillside, NJ
On behalf of **Mark Best and all
affected Journeymen and
Maintenance Mechanics**, Union
alleges a violation of **Article
32**, claiming UPS subcontracted
bargaining unit work,
specifically removing and
replacing ceiling tiles while
qualified journeyman/
maintenance mechanics were
available.

Heard with Case N-214-09: Local 177 v. UPS, Hillside, NJ
On behalf of **Shop Steward Ed
Maceyck, all affected
Journeymen and Maintenance
Mechanics**, Union alleges a
violation of **Article 32**. UPS
subcontracted bargaining unit
work, specifically changed
ceiling tiles in Clifton/
Hackensack Center while
qualified journeyman/

maintenance mechanics were available.

DECISION: Based on the facts presented, cases are DEADLOCKED.

Chair McCabe called Case N-193-09: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges that the Company violated **Article 37 and Article 18**. The Company's decision to keep Manager Joe Rooth in its Package operations whereby he has constant contact with bargaining unit employees, has placed the safety and well-being of all employees in serious jeopardy. Rooth has demonstrated a history of inappropriate and violent behavior which culminated in him smacking two drivers in the back of their head.

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

Chair Dempsey called Case N-196-09: Local 177 v. UPS, Hillside, NJ
On behalf of **Vincent Cioffo**, Union alleges a violation of **Article 32**, claiming the Company is subcontracting Feeder work (4/21/09).

Heard with Case N-197-09: Local 177 v. UPS, Hillside, NJ
On behalf of **Vincent Cioffo**, Union alleges a violation of **Article 32**, claiming the Company is subcontracting Feeder work (4/24/09).

DECISION: Based on the facts presented, cases are REFERRED BACK TO THE PARTIES FOR RESOLUTION.

Chair Dempsey called Case N-200-09: Local 177 v. UPS, Hillside, NJ
On behalf of **James Corley**, Union alleges that the Company violated **Article 7**, claiming

grievant should not have been removed from the property.

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

Chair Dempsey called Case N-205-09: Local 177 v. UPS, Hillside, NJ
On behalf of **Shop Stewards Mike Stoffy, Ed Maceyck, all affected Journeymen and Maintenance Mechanics**, Union alleges a violation of **Article 32**. UPS subcontracted bargaining unit work, specifically installed signs on fuel pumps while qualified journeyman/maintenance mechanics were available.

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

Chair Dempsey called Case N-206-09: Local 177 v. UPS, Hillside, NJ
On behalf of **Shop Stewards Mike Stoffy, Ed Maceyck, all affected Journeymen and Maintenance Mechanics**, Union alleges a violation of **Article 32**. UPS subcontracted bargaining unit work, specifically repaired and replaced parking stops in yard while qualified journeyman/maintenance mechanics were available.

Heard with Case N-207-09: Local 177 v. UPS, Hillside, NJ
On behalf of **Shop Stewards Mike Stoffy, Ed Maceyck, all affected Journeymen and Maintenance Mechanics**, Union alleges a violation of **Article 32**. UPS subcontracted bargaining unit work, specifically replaced parking bumpers while qualified

journeyman/maintenance
mechanics were available.

DECISION: Based on the facts presented, cases are DEADLOCKED.

Chair Dempsey called Case N-208-09: Local 177 v. UPS, Hillside, NJ
On behalf of **Shop Stewards
Mike Stoffy, Ed Maceyck, all
affected Journeymen and
Maintenance Mechanics**, Union
alleges a violation of **Article
32**. UPS subcontracted
bargaining unit work,
specifically welded bumpers
onto dock bumper door 189
while qualified journeyman/
maintenance mechanics were
available.

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

Chair Dempsey called Case N-209-09: Local 177 v. UPS, Hillside, NJ
On behalf of **Shop Stewards
Mike Stoffy, Ed Maceyck, all
affected Journeymen and
Maintenance Mechanics**, Union
alleges a violation of **Article
32**. UPS subcontracted
bargaining unit work,
specifically repaired load
retainers while qualified
journeyman/maintenance
mechanics were available.

Heard with Case N-210-09: Local 177 v. UPS, Hillside, NJ
On behalf of **Shop Stewards
Mike Stoffy, Ed Maceyck, all
affected Journeymen and
Maintenance Mechanics**, Union
alleges a violation of **Article
32**. UPS subcontracted
bargaining unit work,
specifically repaired load
retainers and parking stops in
yard while qualified

journeyman/maintenance
mechanics were available.

DECISION: Based on the facts presented, cases are DEADLOCKED.

Chair Dempsey called Case N-216-09: Local 177 v. UPS, Hillside, NJ
On behalf of **Shop Steward Ed Maceyck, all affected Journeymen and Maintenance Mechanics**, Union alleges a violation of **Article 32**. UPS subcontracted bargaining unit work, specifically performed spring bumper PMI while qualified journeyman/maintenance mechanics were available.

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

Chair Dempsey called Case N-224-09: Local 278 v. UPS, San Francisco, CA
On behalf of **Lorell Hamilton, Gregory Donohue and Marta Rodriguez**, Union alleges a violation of **Article 22**, claiming that the Company is paying full-time inside employees part-time wages.

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

Chair Dempsey called Case N-226-09: Local 63 v. UPS, Rialto, CA
On behalf of **all affected employees**, Union alleges that the Company violated **Articles 1, 26 and 32**, claiming subcontracting of empty trailers. Long term lease trailers were moved from a storage yard into the Ontario facility by subcontractors. UPS brown shirts were available and should have been used.

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

Chair Dempsey called Case N-227-09: Local 63 v. UPS, Rialto, CA
On behalf of **all affected employees**, Union alleges a violation of **Articles 1, 26 and 32**. The Company used a subcontractor to balance equipment between Phoenix, AZ to Ontario, CA, specifically the movement of dollies on a flat floor trailer. The transfer of equipment is work that belongs to the bargaining unit.

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

Chair Dempsey called Case N-228-09: Local 991 v. UPS, Mobile, AL
On behalf of **all affected employees**, Union alleges that the Company violated **Article 19**. Management in Tallahassee, FL forced the Union Steward to remove material posted on the Union bulletin board. The Union posted material on Union letterhead on the Union bulletin board. The Company violated the CBA and past practice of allowing the Union to post and distribute political and/or Union related material during non-work hours in non-work areas.

DECISION: Case was SETTLED BY THE PARTIES while in Executive Session.

Chair Turner called Case N-230-09: Local 769 v. UPS, North Miami, FL
On behalf of **Roberto Alfonso**, Union alleges that the Company violated **Articles 26 and 32**, claiming improper use of

independent contractors.
Company should have used
Hialeah day off Feeder Drivers
to meet independents at the
normal meet point between
Jacksonville and Hialeah.

**DECISION: Based on the facts presented, the CLAIM OF THE
GRIEVANT IS UPHELD FOR FOUR (4) HOURS.**

Chair Dempsey called Case N-232-09: Local 769 v. UPS, North Miami, FL
On behalf of **Melissa
Tiefenbach**, Union alleges that
the Company violated **Article
17**. On July 17, 2008 the IBT
and UPS reached a settlement on
the appropriate pay rate for
counter clerks in the South
Florida District. The affected
employees did not receive the
agreed to monies until
October 7, 2008. The grievant
is requesting penalties for the
late grievance payment as
stipulated in Article 17 of the
current CBA.

**DECISION: Based on the facts and circumstances surrounding the
matter and nature of the settlement, THE GRIEVANCE IN THIS
INSTANT CASE IS DENIED.**

Chair Dempsey called Case N-234-09: Local 767 v. UPS, Forest Hill, TX
On behalf of **all affected
employees**, Union alleges a
violation of **Article 32**,
claiming that the Company is
subcontracting the movement of
UPS-owned trailers to an
undisclosed storage location.

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

Chair Rosentrater called Case N-235-09: Local 480 v. UPS, Nashville, TN
On behalf of **Samuel Carmon**,
Union alleges that the Company
violated **Article 17**, and

requests three (3) penalty payments for payroll error not being corrected on 8/8/08 and 8/15/08. Grievant informed management on the day of the shortage (8/1/08) but despite numerous requests both before and after his grievance was filed, was not made whole until 8/22/08. The payroll shortage was promised to be on the 8/8/08 check and the 8/15/08 check was not paid until twenty-one (21) days later on 8/22/08.

DECISION: Based on the facts presented, the Committee finds NO VIOLATION OF ARTICLE 17. This case sets no precedent.

Chair Rosentrater called Case N-236-09: Local 480 v. UPS, Nashville, TN
On behalf of **Mark Compton**, Union alleges that the Company violated **Article 17 and all others that apply**. Is the grievant entitled to time and one-half for "all hours" worked on his 6th consecutive report as spelled out in Article 58, and if so, what is the remedy? Is the grievant entitled to double-time for "all hours" worked on his 7th consecutive report as spelled out in Article 58 and, if so, what is the remedy? Are multiple Article 17 penalty payments due if grievant's paid-for time was not paid in accordance with the language outlined in Article 58, and if so, what is the remedy for this ongoing shortage in excess of \$30.00.

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

Chair McCabe called Case N-238-09: Local 385 v. UPS, Orlando, FL
On behalf of **all affected employees**, Union alleges a violation of **Article 38**, claiming the Company refuses to comply with the contract.

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

Chair Schultz called Case N-241-09: Local 749 v. UPS, Sioux Falls, SD
On behalf of **Jeff Larson, et al.**, Union alleges that the Company violated **Article 18**, claiming a safety violation. Feeder Drivers are requesting that the automatic engine shut off (5-minute idle) have an emergency override on the South Dakota Fleet for safety reasons. Union requests that tractors continue to run should drivers become disabled on road or encounter impassable highways.

DECISION: Based on the facts presented, case is REFERRED BACK TO THE PARTIES.

Chair Marshall called Case N-242-09: Local 760 v. UPS, Wenatchee, WA
On behalf of **Jonathan Waterhouse**, Union alleges that the Company violation of **Article 16** by pulling grievant from driving because he allegedly does not have the proper driver's license.

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

Chair Schultz called Case N-246-09: Local 959 v. UPS, Anchorage, AK
On behalf of **Rob Tarkington**, Union alleges that the Company violated **Article 18**. Given the extreme road conditions encountered, UPS should be required to provide the driver

a 4x4 vehicle like the other routes with similar conditions.

DECISION: Based on the facts presented, there is NO VIOLATION OF ARTICLE 18, National Master Agreement.

Chair Turner called Case 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.

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

Chair Turner called Case 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.

DECISION: Based on the facts presented, the CLAIM OF THE UNION IS UPHOLD. The runs in question are not approved by the Article 43 Committee. Any monetary claim should be resolved through the Columbus Seniority Rider.

Chair Turner called Case N-251-09: Local 413 v. UPS, Columbus, OH
On behalf of **Bob Branson**, Union alleges a violation of **Article 43** claiming that the Company

has continually violated Article 43 mileage runs. After repeated attempts to have management schedule the approved mileage loads that had been approved by the 43 Committee. Columbus Dispatch, after repeated requests, has continually and blatantly continued to violate mileage runs by putting ground loads on mileage runs daily. If the approved mileage loads are not available then the runs should be cancelled unlike hourly jobs which bid start time and destination. The mileage runs bid start time, destination, and also specific approved load off the rail. If the approved loads off the rail are not available, then the job does not exist. This also falls under Columbus Seniority application, Section II, Job Elimination. Any hourly worker affected to be made whole.

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

Chair Turner called Case N-255-09: Local 30 v. UPS, Jeannette, PA
On behalf of **Gino Bosetti**,
Union alleges that the Company violated **Article 43**, claiming loads are being pulled out of New Stanton by Local 30 Feeder Drivers that were not approved by Local 30 or the 43 Committee.

DECISION: Based on the facts presented, there is no monetary claim in this case. The Company is instructed to review run changes with the Local Unions as outlined in the Article 43 Premium Services Guidelines.

Chair Turner called Case N-260-09: Local 104 v. UPS, Phoenix, AZ
On behalf of **Donald Eaves and Dewey Evans**, Union alleges that the Company violated **Article 43, the Premium Service Guidelines and the Sleeper Team Work Rules**, by not paying all compensable hours at the sleeper team's furthest point.

DECISION: Based on the facts presented, case is REFERRED BACK to the parties for resolution.

Chair Turner called Case N-261-09: Local 63 v. UPS, Rialto, CA
On behalf of **Brian Polin**, Union alleges a violation of **Articles 43, 17 and 43 Guidelines**, claiming the Company is refusing to pay premium pay to a dispatch feeder driver. Grievant ran two complete sleeper runs in a one-week period and was only compensated straight time mileage for both, no premium pay. He should have received premium pay for the latter.

DECISION: Based on the facts presented, case is REFERRED BACK to the parties for resolution; this Committee holds jurisdiction.

Chair Marshall called Case N-264-09: Local 959 v. UPS, Anchorage, AK
On behalf of **Eddie Sean Reddish**, Union alleges that the Company violated Article 37 and all others that apply; questioning whether the Essential Job Functions of a package car driver require him to continuously work over 9.5 hours (10/13/08 and ongoing).

DECISION: Based on the facts presented, there is NO CONTRACT VIOLATION. The Essential Job Functions of a Package Car Driver may require work over 9.5 hours per day.

Chair called Rosentrater Case N-268-09: Local 174 v. UPS, Tukwila, WA
On behalf of **Jim Oliphant**,
Union alleges that the
Company violated **Article 37**
and all others that apply,
by failing to honor the
grievant's request to have
his overtime reduced in
accordance with the
collective bargaining
agreement.

DECISION: Based on the facts presented in this case, the employees have been paid appropriately.

Chair called Rosentrater Case N-270-09: Local 396 v. UPS, Covina, CA
On behalf of **Mark Skipper**,
Union alleges the Company
violated **Article 37**.
Grievant requested to be
dispatched 9.5 hours a day,
pursuant to the contract.
The Company then delayed
his start time. The
reasonable interpretation
of requesting to be
relieved of excessive
overtime would be to be
relieved of work at the
tail end of the day.

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

Chair Rosentrater called Case N-273-09: Local 177 v. UPS, Hillside, NJ
On behalf of **Roger Chabak**,
Union alleges a violation of
Article 37, claiming that
the Company is not adhering
to the 9.5 language (Weeks
Ending 3/14/09, 3/28/09,
4/11/09 and 4/18/09).

DECISION: Based on the facts presented in this case, THE COMPANY IS INSTRUCTED TO PAY GRIEVANCE NUMBERS 43250, 43269, 43270 AND 43272 PURSUANT TO ARTICLE 37.

Chair Rosentrater called Case N-280-09: Local 177 v. UPS, Hillside, NJ
On behalf of **James Peason**,
Union alleges a violation of
Article 37, claiming that the
Company is not adhering to the
9.5 language (Weeks Ending
4/4/09 and 4/11/09).

DECISION: Based on the facts presented in this case, there is no violation of Article 37.

Chair Rosentrater called Case N-281-09: Local 177 v. UPS, Hillside, NJ
On behalf of **Joe Pencinger**,
Union alleges a violation of
Article 37, claiming that the
Company is not adhering to the
9.5 language (Weeks Ending
3/28/09 and 4/18/09).

DECISION: Based on the facts presented in this case, THERE IS NO CONTRACT VIOLATION OF ARTICLE 37.

Chair Martorana called Case N-285-09: Local 728 v. UPS, Atlanta, GA
On behalf of **all affected employees**, Union alleges that
the Company violated **Article 1, 6, 22 and all others that apply**. Company laid off
full-time CDL Driver/
Dockworkers from their
classification seniority list
and then offered and allowed
them to go on project
specific seniority list and
receive project specific
wages while performing full-
time CDL Driver/Dockworker's
work which project specific
workers are not allowed to
do.

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

Chair Turner called Case N-289-09: Local 177 v. UPS, Hillside, NJ
On behalf of **Kenneth Greulich**,
Union alleges that the Company
violated **Article 43**, claiming
unapproved mileage run in
New Stanton, PA is causing loss
of feeder runs in Parsippany,
NJ (2/1/08).

Heard with Case N-291-09: Local 177 v. UPS, Hillside, NJ
On behalf of **Giovanni Testa**,
Union alleges that the Company
violated **Article 43**, claiming
unapproved mileage run in
New Stanton, PA is causing loss
of feeder runs in Parsippany,
NJ (3/8/08).

DECISION: Based on the facts presented, cases are DEADLOCKED.

Chair Rosentrater called Case N-294-09: Local 63 v. UPS, Rialto, CA
On behalf of **Bruce Stone**,
Union alleges that the
Company is in violation of
Article 37, claiming
grievant has been caused to
work over 9.5 continually
with no relief. The Union
would like the Company to
reduce his work day so that
the can spend time with his
family.

**DECISION: Based on the facts presented in this particular case,
the COMPANY IS INSTRUCTED TO COMPLY WITH ARTICLE 37.**

Chair Rosentrater called Case N-295-09: Local 278 v. UPS, San Francisco, CA
On behalf of **Jose Lopez**, Union alleges that the Company violated **Article 37**. Grievant has filed five grievances for violation of Article 37. He was covering for a driver out on Worker's Comp who was also a 9.5 grievant for the same route. After his attempt to communicate with the Center Manager requesting relief from overtime was unsuccessful, he filed the five grievances.

DECISION: Based on the facts presented in this case, grievant failed to follow the 9.5 Opt In process therefore, THERE IS NO VIOLATION OF ARTICLE 37.

Chair Rosentrater called Case N-296-09: Local 278 v. UPS, San Francisco, CA
On behalf of **Dennis O'Keefe and William McCarthy**, Union alleges that the Company violated **Article 37**, by refusing to pay for the first week grievants worked more than 9.5 hours per day three (3) or more days a week.

DECISION: Based on the facts presented, the triggering 9.5 offense was not intended to be a payable issue, however, it could be in a case where the 5 months is up. The 9.5's have only been paid and not fixed.