

**TEAMSTERS UNITED PARCEL SERVICE
JOINT NATIONAL AIR COMMITTEE**

DOCKET

October 6 - 9, 2014

3:00 P.M.

**HILTON SACRAMENTO ARDEN WEST
2200 HARVARD STREET
SACRAMENTO, CA 95815**

CASES CARRIED OVER:

- N-AC-08-14: Local 804 v. UPS, Long Island City, NY
On behalf of **all affected employees**, Union alleges the Company violated **Article 40, Section 1(a)**, claiming that Air Drivers are picking up Ground Packages from boxes and are not being paid the proper rate of pay.
- N-AC-08-15: Local 623 v. UPS, Philadelphia, PA
On behalf of **Paul Trock**, Union alleges that the Company violated **Article 40**, claiming that Air Drivers are not being paid properly for picking up Ground packages from drop boxes. Air Drivers should be paid package driver rate for picking up Ground packages.
- N-AC-08-17: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges violation of **Article 40**, claiming that the Company is utilizing Air Drivers to service Ground packages from drop boxes.
- N-AC-08-27: Local 519 v. UPS, Knoxville, TN
On behalf of **Jason Suffridge**, Union alleges a violation of **Article 40**, that the Company has begun instructing Part-time Air Exception Drivers and Full-time Air Drivers to do Package Car work by picking up Ground packages other than exception ground packages.
- N-AC-08-36: Local 480 v. UPS, Nashville, TN
On behalf of **James Felts**, Union alleges a violation of **Article 40, 17 and all others that apply**. Was there a negotiated and mutual agreement between IBT and UPS Corporate regarding the expansion of Air Services, which included the Company's right to instruct/demand that Air Drivers pick up all Ground packages (despite size, weight and those packages left unattended) at Air Letter boxes during an alleged 6-month trial basis? Is the Company contractually compelled to compensate grievant at the Package Car rate of pay for Ground work performed under the direct instructions by management, which were then carried out by the Air Driver?
- N-AC-08-38: Local 177 v. UPS, Hillside, NJ
On behalf of **Hakeem Holmes and Dan Robinson**, Union alleges a violation of **Article 40**, claiming that the Company is directing and/or utilizing Full-time and Part-time A.M. Drivers to pick up Ground out of Air drop boxes.

- N-AC-08-58: Local 455 v. UPS, Denver, CO
On behalf of **all affected employees**, Union alleges a violation of **Article 40 Section 3 and 4**, claiming that the Company has been allowing Ground packages to be dropped off at letter boxes; they are co-mingling Air and Ground packages.
- N-AC-09-01: Local 769 v. UPS, North Miami, FL
On behalf of **Keith Beaulieu**, Union alleges a violation of **Article 40**, claiming that the Company has instructed grievant to pick up Ground packages from letter boxes on a regular basis. Labels on letter boxes instruct customers to leave Ground packages there for pick up. Letter boxes are scheduled daily pick ups in his DIAD.
- N-AC-09-17: Local 177 v. UPS, Hillside, NJ
On behalf of **William Maurer**, Union alleges that the Company violated **Article 40**, claiming Air Driver picking up Ground packages from letter box.
- N-AC-09-18: Local 509 v. UPS, Cayce, SC
On behalf of **William O'Neil**, Union alleges a violation of **Article 40**, claiming that the Company assigned Early AM air package delivery to a Part-time Air Driver in the Aiken, SC Center. Grievant is a Full-time Package Driver that has performed this work in the past and is grieving the assignment of this work to a Part-time driver when he was available to work.
- N-AC-11-09: Local 150 v. UPS, Sacramento, CA
On behalf of **all affected employees**, Union alleges a violation of **Article 40**, claiming that the Company is using Part-Time employees to do E.A.M.
- N-AC-14-01: Local 61 v. UPS, Asheville, NC
On behalf of **Randy Childres**, Union alleges that the Company violated **Article 40**, claiming the Company filled a full-time vacancy, Dale Franklin (feeder driver-air shuttle) with an existing 22.3 Employee, Billy Tate (8/29/11 and ongoing).
- N-AC-14-02: Local 639 v. UPS, Washington, DC
On behalf of **all affected employees**, Union alleges that the Company violated **Article 40**, claiming the Company used a Part-Time Air Driver to perform full-time air shuttle work (current and ongoing).
- N-AC-14-35: Local 901 v. UPS, San Juan, PR
On behalf of **Radford Holder**, Union alleges that the Company violated **Article 40 and all others that apply**, claiming the Company has not adjusted the grievant paycheck correctly when he is supposed to get paid the top regular package car driver waste rate

(on a constant basis around July 2013).

- N-AC-14-36 Local 449 v. UPS, Buffalo, NY
On behalf of **Debra Kohler**, Union alleges that the Company violated **Article 3 Section 7**, claiming the Supervisor is performing bargaining unit work (4/2/14).
- N-AC-14-37 Local 449 v. UPS, Buffalo, NY
On behalf of **John Best**, Union alleges that the Company violated **Article 17**, claiming pay shortage (3/28/14).
- N-AC-14-38 Local 449 v. UPS, Buffalo, NY
On behalf of **all affected employees**, Union alleges that the Company violated **Article 3 Section 4**, claiming the Employer has directed employees, other than employees in the bargaining unit (Buffalo Airport Domicile) to perform work, which is recognized as work of employees in the Buffalo Airport bargaining unit (last week of December to present time period).
- N-AC-14-41 Local 804 v. UPS, Long Island City, NY
On behalf of **Local 804 Business Agent**, Union alleges that the Company violated **Article 40**, claiming the Company is using part timers to do shuttle runs to and from JFK and Newark airports (ongoing).
- N-AC-14-43 Local 177 v. UPS, Hillside, NJ
On behalf of **Pedro Molina**, Union alleges that the Company violated **Article 17**, claiming ongoing pay shortage from part time to full time Article 22.3 Grievance #82130 (4/10/14).

NEW CASES:

- N-AC-14-44 Local 623 v. UPS, Philadelphia, PA
On behalf of **James Hughes**, Union alleges that the Company violated **Article 40**, claiming improper retro pay (5/29/14).
- N-AC-14-45 Local 901 v. UPS, San Juan, PR
On behalf of **Carlos Rodriguez**, Union alleges that the Company violated **Article 40**, claiming the Company had to pay him as a driver and agreement penalty for early Call-in (1/10/14).
- N-AC-14-46 Local 480 v. UPS, Nashville, TN
On behalf of **James Felts**, Union alleges that the Company violated **Articles 17 & 40 and all that are applicable**, claiming the Company instructed the grievant to pick up “all” ground packages left at Air Letter Boxes and not properly compensating the Grievant at the appropriate (ground) rate of pay for following such instructions (on or about 2/19/2008 through 2/22/2008 Grievance #7772).
- N-AC-14-47 Local 480 v. UPS, Nashville, TN
On behalf of **Marion Hixon**, Union alleges that the Company violated **Articles 17 & 40 and all that are applicable**, claiming the Company instructed the grievant to pick up “all” ground packages left at Air Letter Boxes and not properly compensating the Grievant at the appropriate (ground) rate of pay for following such instructions (on or about 12/31/2013 through 1/03/2014 Grievance #25947).
- N-AC-14-48: Local 728 v. UPS, Atlanta, GA
On behalf of **Chris Colston**, Union alleges a violation of **Article 40**, claiming the part-time air drivers are delivering full-timers air stops (7/16/2013).
- N-AC-14-49 Local 804 v. UPS, Long Island City, NY
On behalf of **John Manfro**, Union alleges that the Company violated **Article 40**, claiming the air drivers are doing feeder work (8/25/14).
- N-AC-14-50 Local 804 v. UPS, Long Island City, NY
On behalf of **Brian Madden**, Union alleges that the Company violated **Article 40 and all applicable articles**, claiming the air drivers are doing feeder work (6/2/14, 6/9/14, 6/10/14, 6/11/14, 6/13/14, 6/17/14, 7/16/14, 7/30/14 and 8/19/14).
- N-AC-14-51 Local 804 v. UPS, Long Island City, NY
On behalf of **Henry Parillo**, Union alleges that the Company violated **Article 40 and all applicable articles**, claiming the air drivers are doing feeder work (8/18/14).