

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

DOCKET

September 12-15, 2016

3:00 P.M.

**HILTON INDIANAPOLIS HOTEL & SUITES
120 WEST MARKET STREET
INDIANAPOLIS, IN 46204**

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 the Air Drivers are picking up Ground Packages from boxes and are not being paid the proper rate of pay. (CH 10/2014, 3/2015, 6/2015, 10/2015, 2/2016 and 5/2016)
- 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. (CH 10/2014, 3/2015, 6/2015, 10/2015, 2/2016 and 5/2016)
- N-AC-08-36: Local 480 v. UPS, Nashville, TN
On behalf of **James Felts**, Union alleges a violation of **Articles 17, 40 and all others that apply**. Was there a negotiated and mutual agreement between the 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? (CH 10/2014, 3/2015, 6/2015, 10/2015, 2/2016 and 5/2016)
- 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 packages from letter box. (CH 10/2014, 3/2015, 6/2015, 10/2015, 2/2016 and 5/2016)
- 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. (CH 10/2014, 3/2015, 6/2015, 10/2015, 2/2016 and 5/2016)

- 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). (CH 10/2014, 3/2015, 6/2015, 10/2015, 2/2016 and 5/2016)
- N-AC-16-02: Local 104 v. UPS, Phoenix, AZ
On behalf of **Cody Day**, Union alleges that the Company violated **Article 40 and all others that apply**, claiming the Company has not paid the PT Haz-Mat Certified Responder correctly (10/30/14 and ongoing). (MPP 2/2016 and 5/2016)
- N-AC-16-03: Local 20 v. UPS, Maumee, OH
On behalf of **Kyle Weldon**, Union alleges that the Company violated **Article 40 Section 1**, claiming air drivers are picking up ground out of airbox (ongoing). (MPP 2/2016 and 5/2016)
- N-AC-16-04: Local 20 v. UPS, Toledo, OH
On behalf of **Kyle Weldon on behalf of all affected employees**, Union alleges that the Company violated **Article 40**, claiming the Company is no longer paying ground rate to air drivers that pick up ground out of drop box. Request to continue to pay ground rate to air drivers that pickup ground out of drop boxes and to go back 90-days and make people whole. (MPP 5/2016)
- N-AC-16-06: Local 385 v. UPS, Orlando, FL
On behalf of **all affected employees**, Union alleges that the Company is in violation of **Article 38, Section 1 and Article 40, Section 3**, claiming the Company moved work from the Orlando Hub to a new facility and are not allowing the employees to follow the work. They claim it’s an Air Hub Gateway (November 2015).
(REDOCKETED – DECISION AT MAY 2016 PANEL)

NEW CASES:

N-AC-16-07:

Local 344 v. UPS, Elm Grove, WI

On behalf of **Amy Olson**, Union alleges that the Company violated **Article 40 Section 1(a) 7**, claiming a pay rate violation (November/December 2015 and January 2016).