

TEAMSTERS UNITED PARCEL SERVICE
JOINT NATIONAL AIR COMMITTEE

DOCKET

September 12 - 14, 2011

3:00 P.M.

HYATT REGENCY MISSION BAY
1441 QUIVIRA ROAD
SAN DIEGO, CA 92109

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-08-24: Local 396 v. UPS, Covina, CA
On behalf of **Aldo Gay**, Union alleges a violation of **Article 40, 17 and all others that apply**, claiming that Company is directing Air Drivers to pick up Ground packages at letter boxes and is not paying Air Drivers the top rate of pay.
- 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-08-30: Local 542 v. UPS, San Diego, CA
On behalf of **Jose Rodriguez**, Union alleges that the Company violated **Article 40, Section 1**, claiming that grievant is picking up Ground packages at Air boxes and being paid Air Driver rate; request back pay/interest.

- 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-09-15: Local 804 v. UPS, Long Island City, NY
On behalf of **Bob Haas**, Union alleges that the Company violated **Article 40, Section 9**, by eliminating the feeder leg from EASNY to PHLPA and moving that work to 43rd Street with a 22.3 driver. That work has been done by a tractor trailer driver since the PHL Airport facility opened. If that work now has to be sent to 43rd

Street, it should be moved by a tractor trailer driver.

- 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-10-12: Local 760 v. UPS, Wenatchee, WA
On behalf of **Joe Graham**, Union alleges a violation of **Article 40, Section 1(a)(9)**, claiming the Company assigned work to a Package Driver on TAW when the Part-time Air Driver was available to perform the work.
- N-AC-11-03: Local 676 v. UPS, Collingswood, NJ
On behalf of **all affected employees**, Union alleges a violation of **Articles 40, 41 and all others that apply**. The Company moved Article 22.3 air combo people to Inside/Inside Article 22.3 positions but pay them their part-time wage rate for all hours worked.
- N-AC-11-05: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges that the Company is in violation of **Article 40** by not allowing all employees to work off one seniority list (4/1/10).
- N-AC-11-06: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges that the Company is in violation of **Article 40** by not allowing all employees to work off one seniority list (4/5/10).
- N-AC-11-07: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges that the Company violated **Article 40**, by using

Part-Time hub employees to perform Air pick up and shuttle work - creating less than 8 combination; should be using PDR to pick up Air work - Air Drivers to shuttle (11/20/10 and ongoing).

WEST

- 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-11-10: Local 396 v. UPS, Covina, CA
On behalf of **Jerry Broer**, Union alleges a violation of **Article 40**, claiming that the Company did not allow grievant to deliver E.A.M. packages (12/3/10).
- N-AC-11-11: Local 396 v. UPS, Covina, CA
On behalf of **Arthur Venegas**, Union alleges a violation of **Article 40**, claiming that the Company did not allow grievant to deliver E.A.M. packages (1/4/11).

EAST

- N-AC-11-12: Local 249 v. UPS, Pittsburgh, PA
On behalf of **Mitchell Keefer**, Union alleges a violation of **Article 40 and all others that apply**. Drivers with less seniority are working "sixth (6th)day" and the Company is not offering the work to more senior employees.
- N-AC-11-13: Local 391 v. UPS, Raleigh, NC
On behalf of **all affected employees**, Union alleges that the Company is in violation of **Article 40 and all others that apply**. During the semi-annual bid in September 2009, the Company removed the tractor trailer PM air shuttle from the bid list during the bid. Since the late 1980's, drivers have exercised their seniority to bid on and off the tractor trailer PM air shuttle bid. This is not a vacancy under the CBA and Union requests that the Company reinstate the bid and make the affected driver whole for all lost wages.
- N-AC-11-14: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges a violation of **Article 40**, claiming that the Company directed Air Driver (Herb Stokes) to deliver ground packages (5/23/11).
- N-AC-11-15: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges a violation of **Article 40**, claiming that the Company directed Air Drivers to deliver ground packages (Week Ending 6/12/10 and ongoing).
- N-AC-11-16: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges that the Company is violation of **Article 40**, by not allowing all employees to work off one seniority list (6/1/11 and ongoing).
- N-AC-11-17: Local 177 v. UPS, Hillside, NJ
On behalf of **Wanda Ronk Ford**, Union alleges that the Company is violation of **Article 40**, claiming grievant was not paid overtime pay (6/9/11 and ongoing).

- N-AC-11-18: Local 177 v. UPS, Hillside, NJ
On behalf of **Mike Flodin**, Union alleges that the Company is violation of **Article 40**, by use of air exception driver (4/26/11).
- N-AC-11-19: Local 177 v. UPS, Hillside, NJ
On behalf of **Mike Flodin**, Union alleges that the Company is violation of **Article 40**, by use of air exception driver (4/27/11).
- N-AC-11-20: Local 177 v. UPS, Hillside, NJ
On behalf of **Mike Flodin**, Union alleges that the Company is violation of **Article 40**, by use of air exception driver (4/28/11).
- N-AC-11-21: Local 449 v. UPS, Buffalo, NY
On behalf of **Jean Yaris**, Union alleges that the Company violated **Article 40 and all others that apply**. Grievant was not provided a three (3) hour guarantee on the P.M. shift (5/8-5/14/11 and 5/15-5/21/11).
- N-AC-11-22: Local 449 v. UPS, Buffalo, NY
On behalf of **Jean Yaris**, Union alleges that the Company violated **Article 40 and all others that apply**. Grievant was not provided a three (3) hour guarantee on the P.M. shift (5/8-5/14/11 and 5/15-5/21/11).
- N-AC-11-23: Local 449 v. UPS, Buffalo, NY
On behalf of **Jean Yaris**, Union alleges that the Company violated **Article 40 and all others that apply**. Grievant was denied the opportunity to work in accordance with her seniority and scheduled work week - 5/27/11.
- N-AC-11-24: Local 449 v. UPS, Buffalo, NY
On behalf of **Jean Yaris**, Union alleges that the Company violated **Article 40 and all others that apply**. Grievant was denied the opportunity to work in accordance with her seniority and scheduled work week - 5/27/11.