

TEAMSTERS UNITED PARCEL SERVICE  
JOINT NATIONAL AIR COMMITTEE

DOCKET

October 11 - 14, 2010

3:00 P.M.

HILTON SAN DIEGO  
1775 EAST MISSION BAY  
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-08-35: Local 728 v. UPS, Atlanta, GA  
On behalf of **Charles Traylor**, Union alleges that the Company violated **Article 40**, claiming Part-time employees delivering Early A.M.s.
- 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-09-04: Local 639 v. UPS, Washington, DC  
On behalf of **Lisa Scott**, Union alleges that the Company violated **Article 40 and Article 17**, claiming grievant is entitled to all hours worked on Saturday as overtime. Her workweek was Monday through Friday (Case 546-08).
- N-AC-09-05: Local 639 v. UPS, Washington, DC  
On behalf of **Lisa Scott**, Union alleges that the Company violated **Article 40 and Article 17**, claiming grievant is entitled to all hours worked on Saturday as overtime. Her workweek was Monday through Friday (Case 547-08).
- N-AC-09-14: Local 992 v. UPS, Hagerstown, MD  
On behalf of **all affected employees**, Union alleges that the Company violated **Article 40, Section 1(k)(1)**. The Company hired Joseph Palughi exclusively as a Saturday Air Driver, who has since covered a bid air position as well. Article 40, Section 1(k)(1) provides that qualified Part-time employees who are interested in performing Saturday or Sunday Air work will notify the Employer and be certified, and placed in seniority order on a posted Qualified Air Driver list. An employee becomes qualified after attaining seniority, or working thirty (30) days within a ninety (90) day period, as per Article 46 of the Atlantic Area Supplement. Mr. Palughi has not attained seniority and can never attain seniority working only as a Saturday Air Driver. Mr. Palughi is performing work that can and should be performed by qualified seniority bargaining unit employees (**RE-DOCKETED**).
- 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-09-20: Local 804 v. UPS, Long Island City, NY  
On behalf of **Klieber, Patterson, Rogner, Schmith, Patrick and Hewkel**, Union alleges a violation of **Article 40**. Employer will not allow Full-time Package Car Drivers to deliver Early A.M. packages.
- N-AC-09-34: Local 177 v. UPS, Hillside, NJ  
On behalf of **all affected employees**, Union alleges a violation of **Article 40 and all others that apply**. Union seeks a cease and desist of the Company's use of all Air Drivers delivering Ground packages. The Union also seeks an interpretation of any and all contract language that the Company feels gives them the right to the use of such.
- N-AC-10-06: Local 177 v. UPS, Hillside, NJ  
On behalf of **Hakeem Holmes**, Union alleges that the Company is in violation of **Article 40, Section 1**, claiming grievant, a Part-Time Air Driver, is picking up Ground packages from customers.

WEST

- N-AC-10-09: Local 287 v. UPS, San Jose, CA  
On behalf of **all affected employees**, Union alleges a violation of **Article 40**, claiming that the Company failed to post the correct pay rate for an Air Shuttle position.
- N-AC-10-10: Local 63 v. UPS, Rialto, CA  
On behalf of **all affected employees**, Union alleges a violation of **Article 40**, claiming the Company subcontracted work when numerous trained drivers were available but no effort was made to use them.
- N-AC-10-11: Local 63 v. UPS, Rialto, CA  
On behalf of **Richard Castro**, Union alleges a violation of **Article 40**, claiming the Company used Air Drivers to perform work previously performed by Package Drivers.
- 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.

SOUTH

N-AC-10-13: Local 728 v. UPS, Atlanta, GA  
On behalf of **Mark Bailey**, Union alleges that the Company violated **Article 40**, claiming air work was given to a Part-time Driver before being offered to a regular Package Driver.