

**TEAMSTERS UNITED PARCEL SERVICE
NATIONAL GRIEVANCE 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-11-81: Local 177 v. UPS, Hillside, NJ
On behalf of **Wayne Scragg**, Union alleges that the Company is in violation of **Article 36**. Center Manager Jeff Bossert has subjected grievant to discrimination by refusing to give him a low step truck. Bossert has given a reasonable accommodation to another driver however refuses to provide the same accommodation for grievant. (Grievance #52906) (MPP 10/2014, 3/2015, 6/2015, 10/2015, CH 2/2016 and MPP 5/2016)
- N-12-70: Local 639 v. UPS, Washington, DC
On behalf of **James Hoover, et al.**, Union alleges a violation of **Article 22, Section 3**, claiming the Company has failed to post/bid/award vacated Article 22.3 jobs. (MPP 10/2014, CH 3/2015, 6/2015, 10/2015, CH 2/2016 and 5/2016)
- N-13-43: Local 639 v. UPS, Washington, DC
On behalf of **all affected employees**, Union alleges a violation of **Article 22, Section 3**, claiming the Company has failed to fill vacancies as required by the CBA. (MPP 10/2014, CH 3/2015, 6/2015, 10/2015, 2/2016 and 5/2016)
- N-15-04: Local 135 v. UPS, Indianapolis, IN
On behalf of **all mechanics (Randy Dugger)**, Union alleges the Company violated **Article 32 and all others that apply**, claiming the Company is subcontracting paint/body work to non-union subcontractors. The union wants this corrected immediately and all employees to be made whole in every way. (6/13/2013) (MPP 3/2015, 6/2015, 10/2015, 2/2016 and 5/2016)
- N-15-94: Local 2785 v. UPS, San Francisco, CA
On behalf of **all affected employees**, Union alleges that the Company violated **Article 1, Sections 1 & 2, Article 7, Section 1 and Article 17, Section 2**, claiming UPS San Francisco has been using a boat to transport packages to Oakland/Alameda since 10/15/2013. UPS is using non UPS employees to do this job. (10/13/2013) (CH 6/2015, 10/2015, 2/2016 and 5/2016)
- N-16-24: Local 177 v. UPS, Saddle Brook, NJ
On behalf of **Tony Alers and Pablo Cunha**, Union alleges that the Company is in violation of **Article 24**. The Union claims the Company has made false allegations against Union Officials with regard to Article 24. Grievance #96325 (12/4/2015) (MPP 2/2016 and CH 5/2016)

- N-16-40: Local 623 v. UPS, Philadelphia, PA
On behalf of **all affected employees**, Union alleges that the Company is in violation of **Article 17 and all others that apply**, claiming the Company failed to pay employees in accordance with Article 55 of the CBA. (12/3/2015) (MPP 5/2016)
- N-16-43: Local 177 v. UPS, Secaucus, NJ
On behalf of **Sharon Madison**, Union alleges that the Company is in violation of **Articles 36 and 37**, claiming Barry Smith is in violation of Article 36 and Article 37. (11/15/2015) Grievance #95366 (CH 5/2016)
- N-16-46: Local 177 v. UPS, Secaucus, NJ
On behalf of **all affected employees**, Union alleges that the Company is in violation of **Article 10, Section 1**, claiming Supervisor Segun Olesade is in violation of the C.B.A. (3/8/2016) Grievance #99980 (CH 5/2016)
- N-16-50: Local 177 v. UPS, New Windsor, NY
On behalf of **Barry Wilkins**, Union alleges that the Company is in violation of **Article 37, Section 1**, claiming Barry feels he is continually being intimidated and overly supervised. (9/11/2015) Grievance #83598 (MPP 5/2016)
- N-16-51: Local 177 v. UPS, New Windsor, NY
On behalf of **Barry Wilkins**, Union alleges that the Company is in violation of **Article 37, Section 1**, claiming Manager Chris Valent intimidated and threatened Barry because he needed to use the bathroom. (9/15/2015) Grievance #83599 (MPP 5/2016)
- N-16-53: Local 177 v. UPS, New Windsor, NY
On behalf of **Barry Wilkins**, Union alleges that the Company is in violation of **Article 37, Section 1**, claiming the Company violated provisions of Article 37, Section 1. (6/4/2015 and ongoing) Grievance #93952 (MPP 5/2016)
- N-16-56: Local 25 v. UPS, Norwood, MA
On behalf of **Buster Perry**, Union alleges that the Company is in violation of **Article 20, Section 3**, back pay claims. (8/5/2015) (MPP 5/2016)

- N-16-57: Local 671 v. UPS, Hartford, CT
On behalf of **all affected employees**, Union alleges that the Company is in violation of **Article 32 and all others that apply**, claiming subcontracting bargaining unit work. (Approximately 9/17/2015 to present) (MPP 5/2016)
- N-16-63: Local 177 v. UPS, Tinton Falls, NJ
On behalf of **all affected employees**, Union alleges that the Company is in violation of **Article 37**, claiming Manager Tracy Celmer continues to violate Article 37 of the NMA in addition to violating a National Panel Decision to abide by Article 37 N-15-145. (Week ending 3/5/2016) Grievance # 93413 (MPP 5/2016)
- N-16-64: Local 177 v. UPS, Hillside, NJ
On behalf of **all affected employees**, Union alleges that the Company is in violation of **Article 32**, claiming Access Point Program is in violation of Article 32. (ongoing) Grievance # 100142 (MPP 5/2016)
- N-14-173: Local 804 v. UPS, Long Island City, NY
On behalf of **Mark Cohen**, Union alleges that the Company violated **Article 3 Section 7**, claiming the Company Supervisors shuttling ground work to drivers and supervisors working in Foster building. (1/1/14 to 5/1/14) (MPP 10/2014) **REDOCKETED** (MPP 5/2016)
- N-16-67: Local 386 v. UPS, Merced, CA
On behalf of **Shelby Medeiros and Carmen Pantoja**, Union alleges that the Company is in violation of **Article 21, Section 1, Article 22, Section 3, and Article 3, Section 11**, claiming part-time employee is doing full-time work. (12/23/2014 thru 3/11/2015) (MPP 5/2016)
- N-16-70: Local 396 v. UPS, Los Angeles, CA
On behalf of **Alex Vasquez et al**, Union alleges that the Company is in violation of **Article 22**, claiming the Company is mandating 22.2 full time shifters be CDL endorsed. (Ongoing) (MPP 5/2016)
- N-16-71: Local 2785 v. UPS, Oakland, CA
On behalf of **Antoine Foster**, Union alleges that the Company is in violation of **Article 3, Section 7**, claiming Supervisors are performing bargaining unit work in the San Bruno building. (Several dates in December of 2014) (MPP 5/2016)

- N-16-72: Local 2785 v. UPS, Oakland, CA
On behalf of **Antoine Foster**, Union alleges that the Company is in violation of **Article 3, Section 7**, claiming Supervisors are performing bargaining unit work in January 2015 in the San Bruno building. (Several dates in January of 2015) (MPP 5/2016)
- N-16-73: Local 70 v. UPS, Oakland, CA
On behalf of **all affected employees**, Union alleges that the Company is in violation of **Article 3**, claiming Supervisors are working Package. (Peak 2014) (CH 5/2016)
- N-16-74: Local 70 v. UPS, Oakland, CA
On behalf of **all affected employees**, Union alleges that the Company is in violation of **Article 8**, claiming information request and subcontracting violation. (5/7/2015 and ongoing) (CH 5/2016)
- N-16-75: Local 577 v. UPS, Dallas, TX
On behalf of **all affected employees**, Union alleges that the Company is in violation of **Article 38**, claiming the Company did not notify Teamsters Local 577 of a change of operations that will take place at the Amarillo center. Teamsters Local 577 feels more feeder drivers should be allowed to follow this work to Albuquerque, New Mexico. (4/25/2016) (CH 5/2016)
- N-15-127: Local 519 v. UPS, Knoxville, TN
On behalf of **all affected employees**, Union alleges that the Company is in violation of **Article 26, Section 1 and Article 32**. The Union claims the Company is subcontracting bargaining unit work. (Multiple dates) **REDOCKETED** (MPP 5/2016)

CENTRAL

N-16-97:

Local 413 v. UPS, Columbus, OH

On behalf of **all affected employees**, Union alleges that the Company is in violation of **Article 6, Section 1 and Article 19, Section 10**. The Union claims the Company unilaterally implemented a bonus incentive plan without the approval of Local 413. (1/26/2016)

WEST

- N-16-98: Local 150 v. UPS, Oakland, CA
On behalf of **Mike Velasco**, Union alleges that the Company is in violation of **Article 3, Section 7 and Article 31**. The Union claims the Supervisors are doing bargaining unit work. (12/8/14 through 12/18/14)
- N-16-99: Local 63 v. UPS, Ontario, CA
On behalf of **all affected employees**, Union alleges that the Company is in violation of **Article 3, Section 7**. The Union claims the Supervisors are working. (November and December 2015)
- N-16-100: Local 63 v. UPS, Ontario, CA
On behalf of **all affected employees**, Union alleges that the Company is in violation of **Article 3, Section 7**. The Union claims the Supervisors are working. (November and December 2015)
- N-16-101: Local 63 v. UPS, Ontario, CA
On behalf of **Chavez and all affected employees**, Union alleges that the Company is in violation of **Articles 1, 26 and 32**. The Union claims the Company failed to exhaust all means before they used expeditors to perform bargaining unit work. (November 2015)
- N-16-102: Local 63 v. UPS, Ontario, CA
On behalf of **Chavez and all affected employees**, Union alleges that the Company is in violation of **Articles 1, 26 and 32**. The Union claims the Company used expeditors to perform bargaining unit work and denied "Dispatch Drivers" the opportunity to select unplanned work. (Week ending 1/9/2016)
- N-16-103: Local 396 v. UPS, Cerritos, CA
On behalf of **Rick Ramos, Phil Behnke and Rene Perez**, Union alleges that the Company is in violation of **any and all relevant Articles**. The Union claims UPS customer mandating UPS drivers to show their driver's license to security guard. (Ongoing)
- N-16-104: Local 396 v. UPS, Cerritos, CA
On behalf of **Sergio De La Luz et al (Cerritos Drivers)**, Union alleges that the Company is in violation of **Articles 1, 26, 32 and all that apply**. The Union claims UPS is using outside vendor/coyote/subcontractor to move UPS equipment to the repair shop. (Ongoing)

N-16-105:

Local 396 v. UPS, Covina, CA

On behalf of **all affected employees**, Union alleges that the Company is in violation of **Articles 26, 32 and all that apply**. The Union claims UPS is using subcontractors, coyotes, expeditors to move loads over the 50 mile limit. (Peak Season 2015)

SOUTH

- N-16-106: Local 79 v. UPS, Orlando, FL
On behalf of **Glenn Gervais**, Union alleges that the Company is in violation of **Articles 7 and 20**. The Union claims the employee was removed from his employment at UPS off of the property and payroll by Manager John Brennan, based on a letter signed by John Mobley. (9/22/2015)
- N-16-107: Local 512 v. UPS, Jacksonville, FL
On behalf of **Mike Froneck**, Union alleges that the Company is in violation of **Article 41**. The Union claims a pay dispute. (10/24/2015)

SAFETY AND HEALTH COMMITTEE

- N-11-118: Local 177 v. UPS, Hillside, NJ
On behalf of **Wayne Scragg**, Union alleges that the Company is in violation of **Article 14**. Grievant reported for work, refused work by Center Manager Jeff Bossert. Bossert stated “he is not going to make reasonable accommodations to him by giving him a low step truck.” (Grievance #52904) (MPP 10/2014, 3/2015, 6/2015, 10/2015, 2/2016 and 5/2016)
- N-12-1108: Local 177 v. UPS, Hillside, NJ
On behalf of **Jose Rivera**, Union alleges a violation of **Article 14, Section 3**, claiming the Company didn’t provide grievant a reasonable accommodation. (7/27/12) (MPP 10/2014, 3/2015, 6/2015, 10/2015, 2/2016 and 5/2016)
- N-15-372: Local 177 v. UPS, Edison, NJ
On behalf of **all affected employees**, Union alleges that the Company is in violation of **Article 18**. The Company is continuing to create an unsafe work environment by sending incompatible packages (oversize rugs) through the system. Grievance # 92463 (ongoing) (MPP 10/2015, 2/2016 and 5/2016)
- N-16-29: Local 177 v. UPS, Secaucus, NJ
On behalf of **all affected employees**, Union alleges that the Company is in violation of **Article 18**. The Union alleges airport platform warped preventing containers to roll over platform properly. Grievance #79772 (6/12/2014) (MPP 2/2016 and 5/2016)
- N-16-33: Local 177 v. UPS, Secaucus, NJ
On behalf of **all affected employees**, Union alleges that the Company is in violation of **Article 18**. The Union alleges the Company is refusing to supply safety equipment that is necessary to ensure members health and safety while exposed to paint fumes. Grievance #95191 (ongoing) (MPP 2/2016 and 5/2016)
- N-16-78: Local 177 v. UPS, Secaucus, NJ
On behalf of **all affected employees**, Union alleges that the Company is in violation of **Article 18**, claiming Supervisor Segun Olesade is a safety concern to the workers and general public. (3/8/2016) Grievance #99979 (MPP 5/2016)

N-16-83: Local 177 v. UPS, Staten Island, NY
On behalf of **all affected employees**, Union alleges that the Company is in violation of **Article 18**, claiming the Safety Committee is doing an unsafe demonstration. (4/1/2016) Grievance #99989 (MPP 5/2016)

N-16-85: Local 177 v. UPS, Secaucus, NJ
On behalf of **all affected employees**, Union alleges that the Company is in violation of **Article 18**, claiming Supervisor Segun Olesade is a safety concern to the employees and general public. (2/3/2016) Grievance # 104593 (MPP 5/2016)

NEW CASES:

N-16-108: Local 174 v. UPS, Seattle, WA
On behalf of **all affected employees**, Union alleges that the Company is in violation of **Articles 18 and 44**, claiming shipper failed to mark packages with weights causing unsafe working conditions. (February 2016 and ongoing)

PREMIUM SERVICES COMMITTEE

- N-12-10: Local 891 v. UPS, Jackson, MS
On behalf of **all affected employees**, Union alleges that the Company violated **Articles 17 and 43**, and requests Jackson mileage Feeder Drivers be paid all additional monetary conditions payment established from Memphis Feeder Operation and surrounding areas. (CH 10/2014, 3/2015, 6/2015, 10/2015, 2/2016 and 5/2016)
- N-13-163: Local 767 v. UPS, Ft. Worth, TX
On behalf of **Steve Griffin**, Union alleges the Company is in violation of **Articles 17 and 43**, claiming a Sleeper Team was forced to do extra work (extra leg) which extended their week and they were not compensated at the proper rate **05339UP12**. (CH 10/2014, 3/2015, 6/2015, 10/2015, 2/2016 and 5/2016)
- N-13-493: Local 355 v. UPS, Baltimore, MD
On behalf of **Charles Wilder**, Union alleges the Company is in violation of **Article 43**, over a pay dispute. The sleeper team was re-routed and pulled regular ground work and grievant was not paid correctly. (12/16/12) (CH 10/2014, 3/2015, 6/2015, 10/2015, 2/2016 and 5/2016)
- N-15-378: Local 396 v. UPS, Cerritos, CA
On behalf of **Gilbert Valenzuela**, Union alleges that the Company is in violation of **Article 43, Section 2, and Article 17**. The Union claims the sleeper team driver performed work at the beginning of mileage run and was not paid pursuant to CBA. (3/9/2015) (MPP 10/2015, 2/2016 and CH 5/2016)
- N-16-35: Local 407 v. UPS, Middleburg Heights, OH
On behalf of **Jim Anzalone**, Union alleges that the Company is in violation of **Article 43**. The Union alleges the Company never attempted to or planned on informing Local 407 that a premium services team were going to come into Middleburg and take a trailer. It was also never discussed with the Premium Services Committee either. (2/11/2015 and ongoing) (CH 5/2016)
- N-16-88: Local 396 v. UPS, Covina, CA
On behalf of **all affected employees**, Union alleges that the Company is in violation of **Article 43**, claiming UPS collapsed 32 sleeper team runs during the 2015 peak season. (December 2015) (MPP 5/2016)

NEW CASES:

- N-16-109: Local 455 v. UPS, Denver, CO
On behalf of **all affected employees**, Union alleges that the Company is in violation of **Article 37**. The Union claims the Company has made a unilateral change by converting longstanding mileage runs to hourly runs. This change has only been made to the Local 455 operation. (4/18/2016)
- N-16-110: Local 728 v. UPS, Atlanta, GA
On behalf of **Cliff Johnson and Randy Waller**, Union alleges that the Company is in violation of **Article 43 and all others that apply**. The Union claims UPS forced sleeper teams to split-up, come off the road and work local. Drivers were not allowed to bump or bid. (11/30/15)
- N-16-111: Local 63 v. UPS, Ontario, CA
On behalf of **Thacher and all affected employees**, Union alleges that the Company is in violation of **Article 43**. The Union claims the Company collapsed 16 sleeper teams and tendered that volume to the rail. (Peak 2015)
- N-16-112: Local 512 v. UPS, Jacksonville, FL
On behalf of **Tony Pantin**, Union alleges that the Company is in violation of **Articles 32 and 43**. The Union claims the Company cut sleeper team runs, forced the team drivers into brown truck work and did not allow the drivers to exercise feeder seniority to choose peak season runs as specified in peak season agreement. (12/2015)
- N-16-113: Local 512 v. UPS, Jacksonville, FL
On behalf of **Barry Timmons**, Union alleges that the Company is in violation of **Articles 32 and 43**. The Union claims the Company cut sleeper team runs, then subcontracted runs out of Jacksonville and did not allow cut sleeper teams to bid on this work. Teams were present and available to perform this work. (12/2015)
- N-16-114: Local 767 v. UPS, Dallas, TX
On behalf of **Matt Laakso**, Union alleges that the Company is in violation of **Articles 17, 43 and all others that apply**. The Unions position pursuant to Article 43 each team driver will be paid 40 hours per week making additional days worked as extra work and should be paid at a sixth and seventh punch. (Week ending 12/12/2015 and 12/19/2015)

9.5

- N-15-73: Local 70 v. UPS, Oakland, CA
On behalf of **Dan Kuhlman**, Union alleges the Company violated **Article 7, Article 8 and Article 37**, claiming 9.5 violations ongoing. (9/25/2014) (CH 3/2015, 6/2015, 10/2015, 2/2016 and CH 5/2016)
- N-16-90: Local 344 v. UPS, Milwaukee, WI
On behalf of **Kerry Runnoe**, Union alleges the Company violated **Article 26**. The Union claims the member worked over 9.5 hours 3-times in a work week. (8/24/2015, 8/25/2015 and 8/27/2015) (CH 5/2016)
- N-16-91: Local 396 v. UPS, Cerritos, CA
On behalf of **Wayne Banks**, Union alleges that the Company is in violation of **Article 37**, claiming Package Driver is forced to work over 9.5 hours. (February and March 2016) (MPP 5/2016)
- N-16-92: Local 2785 v. UPS, Oakland, CA
On behalf of **Conrad Gregoro and Efrain Celebertti**, Union alleges that the Company is in violation of **Article 37**, claiming the members are requesting 9.5 relief from excessive overtime. (Week ending 5/16/15 thru 9/26/15) (MPP 5/2016)
- N-16-93: Local 2785 v. UPS, Oakland, CA
On behalf of **Gregoro, Celebertti and Guell**, Union alleges that the Company is in violation of **Article 6, Section 1**, claiming the Company is entering into side agreements with employees to try to institute a production standard. (Several different dates in 2015) (MPP 5/2016)
- N-16-94: Local 2785 v. UPS, Oakland, CA
On behalf of **Michael Pannetta**, Union alleges that the Company is in violation of **Article 37**, claiming the member is requesting 9.5 relief from excessive overtime. (Week ending 7/25/15 thru 10/17/15) (MPP 5/2016)
- N-16-95: Local 554 v. UPS, Beatrice, NE
On behalf of **Chris Baete**, Union alleges the Company violated **Article 37, Section 1c**, claiming 9.5 violations. (1/26-28/2015) (CH 5/2016)
- N-16-96: Local 70 v. UPS, Oakland, CA
On behalf of **all affected employees**, Union alleges that the Company is in violation of **Articles 2 and 37**, claiming UPS is violating contractual rights by violating start date of 9.5 violations. (1/8/2016) (CH 5/2016)

NEW CASES:

- N-16-115: Local 344 v. UPS, Elm Grove, WI
On behalf of **Andrew Sergio**, Union alleges that the Company is in violation of **Article 37**. The Union claims the member worked over 9.5-3 days in a working week. (10/21-23/2015)
- N-16-116: Local 344 v. UPS, Eau Claire, WI
On behalf of **Theodore Young**, Union alleges that the Company is in violation of **Article 37**. The grievant wants to be placed on the 9.5 Opt in list. (Week ending 6/10/2016)
- N-16-117: Local 455 v. UPS, Denver, CO
On behalf of **Eric Dencklau**, Union alleges that the Company is in violation of **Article 37**. The Union claims excessive overtime. (Week ending 1/9/2016)

ADA

N-15-109: Local 177 v. UPS, Secaucus, NJ

On behalf of **Laura Proano**, Union alleges the Company is in violation of **Articles 14 and 36, Section 3**, claiming the Company has not been reasonable with a request in a timely manner for an ADA accommodation. (Grievance #83310) (5/6/2015) (MPP 6/2015, 10/2015, 2/2016 and 5/2016)

CSI

- N-16-118: Local 769 v. UPS, Miami, FL
On behalf of **Ahmed Rodriguez**, Union alleges that the Company is in violation of **Article 7 and Article 10**, claiming the Company is using a subcontractor to perform bargaining unit work. (1/18/2016)
- N-16-119: Local 769 v. UPS, Miami, FL
On behalf of **Carlos Fleites**, Union alleges that the Company is in violation of **Article 7 and Article 10**, claiming the Company is using a subcontractor to perform bargaining unit work. (2/5/2016)
- N-16-120: Local 769 v. UPS, Miami, FL
On behalf of **Juan Najarro**, Union alleges that the Company is in violation of **Article 7 and Article 10**, claiming the Company is using a subcontractor to perform bargaining unit work. (11/30/2015)