

## **AGREEMENT Sort**

Agreement for the period of August 1, 2013 2018 through July 31, 2018 2023

This agreement has been entered into between UNITED PARCEL SERVICE, INC., or its successors, hereinafter referred to as the Employer and the below listed Local Unions of the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, hereinafter collectively referred to as the Unions:

70, 87, 137, 150, 287, 315, 386, 431, 439, 533, 665, 856, 890, 912, 948, 2785.

The Union consists of any Local Union which may become a party to this Agreement and any Addenda hereinafter set forth. Such Local Unions are hereinafter designated as "Local Union".

### **ARTICLE 1 - UNION SECURITY**

#### **SECTION 1 – RECOGNITION**

The Employer recognizes and acknowledges that the Local Unions, jointly and collectively, are the exclusive representatives of all employees in the classifications set forth in the Wage Schedule in this Agreement or Addenda thereto and shall constitute a single bargaining unit.

#### **SECTION 2 - UNION MEMBERSHIP**

(a) All present employees who are members of the Local Union on the effective date of this subsection or on the date of execution of this Agreement, whichever is the later, shall remain members of the Local Union in good standing as a condition of employment. All present employees who are not members of the Local Union and all employees who are hired hereafter shall become and remain members in good standing of the Local Union as a condition of employment on and after the thirty-first (31st) day following the effective date of this subsection or the date of this Agreement, whichever is the later. An employee who has failed to acquire or thereafter maintain, membership in the Union as herein provided, shall be terminated seventy-two (72) hours after his Employer has received written notice from an authorized representative of the Local Union, certifying that membership has been, and is continuing to be, offered to such

Seniority shall be considered broken by:

(a) Discharge for just cause;

(b) Resignation;

(c) Twenty-four (24) consecutive months of unemployment; thirty-six (36) consecutive months of unemployment for employees with three (3) or more years of service; or

(d) Failure to comply with the seventy-two (72) hour recall notice as set forth in Section 4 of this Article.

Leaves of absence granted by the Employer, and temporary layoffs, shall not interrupt the continuity of seniority.

### **SECTION 3 - NOTICE OF LAYOFF**

All employees are to be given notice posted on in a bulletin board designated location which the Labor Manager and the Union will mutually decide, for the assignments of the work week, start times of an impending layoffs not later than the beginning of the last shift worked prior to the commencement of such layoffs. It is the responsibility of the employer to notify by phone, any affected employees that are not working the day of the posting. All phone calls will be verified by a shop steward of the Local Union and a log be maintained. It is the responsibility of the employee to insure his/her contact information is accurate. The Union will be provided a copy of the layoff notices by fax or by email on the same day they are posted. The above notice of layoff shall not apply during any emergency beyond the Employer's control, provided notification is given to the employee at least one (1) hour prior to the start of the employee's shift.

### **SECTION 4 - REHIRE PROCEDURE**

Employees on the first (1st) day of any layoff shall report to the Local Hiring Hall not later than 7:30 a.m. the following morning and shall be dispatched to the Employer if the Employer requires additional help on that day. Failure of such employees to be dispatched to the Employer (if additional help is required) because said employees were not available at the Local Hiring Hall shall relieve the Employer of any liability for pay of those employees who do not work on that day, providing the Employer calls such employees in the order of their seniority.

Where the Local Union does not maintain a Hiring Hall, employees laid off for one (1) day shall report directly to the Employer by phone or in person within one and one-half (1 1/2) hours of, but not later than thirty (30) minutes of the time their regular shift would begin for such work that might be available that day. Failure to so report shall relieve the Employer of any liability for pay for those employees who do not work that day, providing the Employer works such employees who so reported in the order of their seniority.

of positions affected and the date of such contemplated action at least thirty (30) days in advance.

(a) Transfers: In cases of proven need it is agreed by the Employer and the Local Union involved, that an employee shall be permitted to transfer from one (1) company facility to another, provided said employee has a Transfer Request Form on file stating his/her ~~reasons and~~ desired facility into which they wish to transfer. Any such transfer shall take place only within the area covered by the Northern California Supplemental Agreement and only prior to hiring from the outside. Any such transfers shall be limited to ~~four (4) people, two (2) full-time and two (2) part-time~~ **employees**, per year per destination facility. Such employees shall retain company seniority for the purpose of fringe benefits but shall be placed at the bottom of the appropriate seniority list. It is the employee's responsibility to verify all benefits at the requested transfer location. Benefits may vary by state and location. The medical, dental, vision, retiree medical coverage and pension rates may be less or non-existent in the location you desire. Contact the Local Union having jurisdiction over the area you wish to transfer to for all information pertaining to the area benefits.

(b) Election of shift transfer: Qualified part-time employees with six (6) months or more seniority may bid permanent vacancies and new permanent jobs on a different shift in all months except October, November and December.

Up to twenty five percent (25%) of the employees of a given Sort shall be allowed to bid shifts in any calendar year. An employee electing to bid shift shall remain on such shift for at least six (6) months.

For layoffs in excess of one (1) day, seniority on separate shifts will be integrated for the purpose of layoff and rehire.

## **SECTION 7 - JOB SENIORITY IN REASSIGNMENT**

Once an employee has established seniority in a classification and is reassigned to a lower paid classification, such employee shall continue to be compensated at the higher wage scale if job seniority is not observed in the reassignment. However, when employees at their own request are placed in a lower paid classification, they shall be paid at the rate of pay of the lower classification.

## **SECTION 8 - SENIORITY LIST**

The Employer shall post and maintain a current seniority list at all times in a conspicuous place at each operating center. Said list shall be considered to be correct as posted unless a protest is registered with the Employer and the Union within thirty (30) days from date of posting. At the time of posting, a copy will be faxed, ~~or mailed~~ **or emailed** to the Local Union, ~~or e-mailed upon request of the Local Union.~~ **These lists will include a Master part-time, list of hub and all shifts. The Company will provide a copy of these lists every six (6) months.**

## **SECTION 9 - LOCATION SENIORITY**

may not be submitted for consideration by the Labor-Management Committee except in cases in which the Employer has given the employee a notice of discharge or suspension and such notice shall not be subject to economic action by either the Union or the Employer. If the Local Union does not file with the joint secretaries of the Committee a written protest of the Employer's action within five (5) days, excluding Saturdays, Sundays and holidays from the time of receipt of the Employer's notice, the right to protest such discharge or suspension shall be waived.

(d) Should the Local Union file protest of the intended discharge or suspension within the time period set forth in subsection (c), then the case shall automatically be placed on the agenda of the Committee described in Section 2 above. Discharge and suspension cases referred to the Committee will be placed first (1st) on the agenda of the Committee provided that the Committee shall not hear the case until the five (5) days specified in subsection (c) have elapsed.

(e) If the Committee reaches a deadlock, either party may submit the matter to an impartial arbitrator for final decision. The selection of the arbitrator for a decision in discharge or suspension cases shall be made immediately upon such deadlock, and the arbitrator so selected shall hear the case in not more than ten (10) days, excluding Saturdays, Sundays, and holidays, from the date of the deadlock and render his decision in not more than ten (10) days from date of hearing of the case, excluding Saturdays, Sundays and holidays. The method of selection of the arbitrator shall be made as provided in Section 5.

## **SECTION 5 - SELECTION OF AN IMPARTIAL ARBITRATOR**

The parties shall choose an impartial arbitrator and the decision of the impartial arbitrator shall be final and binding on both parties. Said impartial arbitrator shall be selected from an agreed upon list mutually selected by the parties.

The Arbitrators mutually agreed to are:

- |                     |   |
|---------------------|---|
| 1. Ames, Claude     | 2. <del>Askin, Charles</del> Katherine Thompson |
| 3. Brogen, Margaret | 4. Durick, Michael                              |
| 5. Kagel, John      | 6. <del>Staudohar, Paul</del> Guy Prihar        |
| 7. Winograd, Barry  | 8. Stephan Hayford                              |
| 9. Mark Brustein    |   |

If any of the above becomes unavailable, the replacement shall be mutually agreed on within forty-five (45) days of knowledge.

After a toss of a coin to decide which party shall move first, the representative of the Employer and the representative of the Union shall alternately strike one (1) name from the list until one (1) name remains and such person shall be the arbitrator for the case. The last name stricken shall be the alternate arbitrator to serve in the event the first (1st) arbitrator is not available. This procedure shall be followed until there is an available arbitrator. It is understood that the time limits referred above may be waived by mutual agreement of the parties.

## **SECTION 6 - ARBITRATORS AUTHORITY**

The Employer agrees that all part-time employees shall be allowed to take a rest period during the first four (4) hours of work. Any part-time employee who will be required to work six (6) hours or more shall be entitled to a second (2nd) rest period before the fifth (5th) hour of work. House rules regarding the time for such periods shall be mutually agreed upon between the Employer and the Principle Officer or other full-time employee of the Union. Disagreements under this Section will be referred to United Parcel Service and the Union Policy Committee.

## **SECTION 2 - DISPUTED CLAIMS FOR OVERTIME**

All disputed claims for overtime shall be so regulated that no injustice shall be done to the employee or the Employer. The Employer is to install time clocks for checking of overtime.

## **SECTION 3 - MONEY RECEIPT**

Employees handling money shall account for and remit to the Employer money so collected at the completion of the day's work. The Employer shall give the employee a receipt for monies so paid in or the employee will not be held responsible for the money.

## **SECTION 4 - MAINTENANCE OF SANITARY FACILITIES**

The Employer shall maintain hot and cold running water and toilet facilities at the operating center and shall keep the same in a clean and orderly condition in accordance with state laws and regulations. Employees under this Agreement shall not be utilized to accomplish such maintenance.

## **SECTION 5 - TELEPHONE CALLS AND BRIDGE TOLLS**

All employees shall be reimbursed for money spent for telephone calls and bridge tolls involving Company business. Particulars of all such expenditures must be itemized and paid daily by cashier or other authorized office employee.

## **SECTION 6 - TIME CLOCKS**

The Employer shall install time clocks. Such time clocks must be kept accurate. Employees shall punch in on such time clocks when they report to work and shall punch out when all work is completed. The Employer shall not alter an employee's time card in any manner without clearing the alteration with the employee. Upon request, an employee may inspect the record of his/her time for the previous day's work. An employee will be allowed to view the operation report for the current pay period for the purpose of checking his/her hours worked. The Employer agrees to provide forms for the employee to record his/her daily starting and ending times. The Company agrees to audit, on a regular basis, to ensure the availability of time clocks in all operations at the same locations as any other device used to record employees work time.

**In accordance with Article 12 of the NMUPSA an employee's hours worked, and rate of pay shall be available for review electronically by the affected employee on a Company maintained website.**

All time clocks shall be converted so as to record time in hundredths.

## **SECTION 7 - COMPANY MEETINGS**

No employees shall be required to attend a Company meeting on their own time.

## **SECTION 8 - INSPECTION PRIVILEGES**

Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collection of dues, and ascertaining that the Agreement is being adhered to.

## **SECTION 9 - PHYSICAL EXAMINATIONS**

If the Employer requests an employee to take a physical examination, including examinations required by the Department of Motor Vehicles, Public Utilities Commission or Interstate Commerce Commission, the Employer shall bear the costs of such examination and shall compensate the employee for the time involved in taking the examination. The Employer shall also bear the cost of pre-employment physical examination if such examination is required. Time spent for pre-employment examinations shall not be paid for, this includes part-time to full-time employment.

~~The company shall be prohibited from including on any medical forms language obligating the employee to release medical records regarding his/her medical history.~~

**The Company will not ask employees to sign any medical release forms that give it unlimited access to employees' medical history/information. UPS may request employees sign a form to release the minimum medical information/history necessary to address employee issues (e.g., ADA release form shall not require release of any medication history/information except for the information relevant to the restrictions that require an accommodation) or to comply with applicable law (e.g. Workers' Compensation, DOT drug test results). Both parties agree that there are certain third-party administrators of UPS programs (i.e. Workers' Compensation, FMLA, LTD) that may utilize their own release forms. However, when signing a release with the third-party administrator, the Company will have no access to that medical history/information, with the exception of information that the third party administrator must share with the Company due to applicable laws and regulations or that is necessary for UPS to administer the program according to its terms and/or applicable law. Any information released to UPS in accordance with this section will be retained in accordance with the Company's Record**

**Retention Schedule and in no event will they be used or disclosed except as otherwise permitted by this section.**

The Employer reserves the right to select its own medical examiner or physician and the Union may, if it believes an injustice has been done an employee, have said employee re-examined at the employee's expense.

In the event of disagreement between the physician selected by the Employer and the physician selected by the employee, the Employer and the employee's physician shall together select a third (3rd) physician within thirty (30) days whose opinion shall be final. The third (3rd) physician's fees shall be equally divided between the employee and the Employer.

The Employer or its designee shall not visit an employee at his/her home, without his/her consent. No representative of the Employer shall be permitted to accompany an employee while he/she is receiving medical treatment and/or being examined by a medical provider, without the employee's consent.

**ARTICLE 12 - NEW METHODS**

If new methods of operation, including airborne equipment within the Geographical Area covered by this Agreement, not covered by this Agreement are introduced by the Employer, or if the Employer introduces the use of equipment not heretofore used, the matter shall be subject to negotiations between the parties and shall be handled through the grievance procedure contained in this Agreement prior to the institution of such new methods of operation or equipment insofar as possible. Nothing in this Article shall prevent the Employer from instituting or continuing in use the operations of any equipment or practices in question during the consideration or establishment of proper rates of pay as provided for in the immediately preceding sentence, provided that the rates of pay shall be retroactive to the date of institution of such operations or equipment.

A seven (7) day workweek for Air Freight only, with the right of the Union to review on a yearly basis and to negate this provision, if in the Union's opinion, invalidation of this provision is necessary. This provision shall apply only to those employees who bid into or are hired into such work after May 1, 1982.

A thirty-five cent (35¢) per hour premium will be paid to all employees who are scheduled on a workweek other than Monday through Friday.

If a need is apparent, the negotiating committee will meet to negotiate conditions of expanded operations.

All other provisions of the Agreement shall apply in respect to wages, hours and working conditions.

**ARTICLE 13 - TRANSFER OF COMPANY, TITLE, OR INTEREST**

The Employer agrees that all conditions of employment in his individual operation relating to wages, guaranteed hours of work, overtime differentials, and general working conditions shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement and the conditions of employment shall be improved whenever specific provisions for improvement are made elsewhere in this Agreement.

It is agreed that the provisions of this Article shall not apply to inadvertent or bona fide errors made by the Employer or the Union.

Any disagreement between the Local Union and the Employer with respect to this matter shall be subject to the grievance procedure.

This provision does not give the Employer the right to impose or continue wages, hours or general working conditions less than those contained in this Agreement.

#### **ARTICLE 16 - EMERGENCY REOPENING**

In the event of war, declaration of emergency or imposition of economic controls during the life of this Agreement, either party may reopen the same upon sixty (60) days written notice and request renegotiation of matters dealing with wages and hours. There shall be no limitation of time for such written notice. Upon the failure of the parties to agree in such negotiations within sixty (60) days thereafter; either party shall be permitted all lawful economic recourse to support its request for revisions. If Governmental approval of revisions should become necessary, all parties will cooperate to the utmost to attain such approval. The parties agree that the notice provided herein shall be accepted by all parties as compliance with the notice requirements of applicable law, so as to permit economic action at the expiration thereof.

#### **ARTICLE 17 - TERM OF AGREEMENT**

This Agreement shall become effective August 1, ~~2013~~ **2018** and shall continue in full force and effect to and including July 31, ~~2018~~ **2023**, and shall be considered as renewed from year to year thereafter unless either party hereto shall give written notice to the other of its desire to modify or terminate the Agreement, and such notice must be given at least sixty (60) days prior to the expiration of this Agreement.

#### **ARTICLE 18 - JOB CLASSIFICATION AND RATE OF PAY**

##### **SECTION 1- RATES**

(a) Job classifications and straight time hourly rates of pay are as follows:

Part-time employees hired after July 2, 1982 shall be red-circled at their current rate of pay as of July 31, ~~2013~~ **2018**, and shall receive the following wage increases:

Effective Date	Amount
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August 1, 2013 ~~2018~~ \$ .70  
 August 1, 2014 ~~2019~~ \$ .70 .75  
 August 1, 2015 ~~2020~~ \$ .70 .80  
 August 1, 2016 ~~2021~~ \$ .40 .90  
 February 1, 2017 — \$ .40  
 August 1, 2017 ~~2022~~ \$ .50 1.00  
 February 1, 2018 — \$ .50

All part-time employees (Hub, Sorters, Preloaders, Tower, Load, Unload, etc.) who have attained seniority as of August 1, 2013 ~~2018~~, shall receive the following wage increases:

Effective Date            Amount  
 August 1, 2013 ~~2018~~ \$ .70  
 August 1, 2014 ~~2019~~ \$ .70 .75  
 August 1, 2015 ~~2020~~ \$ .70 .80  
 August 1, 2016 ~~2021~~ \$ .40 .90  
 February 1, 2017 — \$ .40  
 August 1, 2017 ~~2022~~ \$ .50 1.00  
 February 1, 2018 — \$ .50

Part-time employees still in progression on August 1, 2013 ~~2018~~ shall receive the above contractual increases and will be paid no less than what they are entitled to in accordance with Article 22, Section 5 of the 2013-2018 ~~2018-2023~~ Master Agreement. The progression set forth in (b) below shall be applied effective August 1, 2013 ~~2018~~.

(b) Newly hired part-time employees:

All part-time employees who are hired or reach seniority after August 1, 2013 ~~2018~~, will be paid according to the following wage schedules:

August 1, 2018                    \$13.00  
August 1, 2019                    \$14.00  
August 1, 2020                    \$14.50  
August 1, 2021                    \$15.00  
August 1, 2022                    \$15.50

	Hourly Rate	Hourly Rate
	Preloader/Sorter	All Others
Start	\$11.00	\$10.00
Seniority plus one (1) year	\$11.50	\$10.50
Seniority plus two (2) years	\$12.00	\$11.00
Seniority plus three (3) years	\$13.00	\$12.00
Seniority plus		

~~four (4) years~~ ~~\$13.50~~ ~~\$12.50~~

~~Employees working high or low volume directs shall receive the preloader/sorter rates.~~

(c) The wage rates and increases provided in (a) and (b) shall be a minimum.

(d) All employees governed by this Article shall be provided a minimum daily three and one half (3 1/2) hour guarantee.

**(e) Seniority part-time employees who are receiving an hourly rate higher than set forth above in Section (b), as a result of a Market Rate Adjustment or any minimum wage law, shall not have their hourly rate reduced due to the implementation of this Article. Those employees shall receive the annual general wage increases in this section.**

## **SECTION 2 - COMBINATION JOBS**

Employees may be required to work in more than one (1) classification during their working hours of any day, but in such event shall be paid for the entire day at the hourly rate of the highest job classification worked, except for utility drivers.

## **SECTION 3 - COST OF LIVING**

Refer to National Master

## **SECTION 4 - PART TIME TO FULL TIME**

Part-time employees on the payroll who are subsequently promoted to full-time employment will be paid their current wage rate until such time as the calculated progression rate exceeds that rate. The transfer date will become his/her full-time start date for purposes of applying the above progression.

When a part-time employee bids to a full-time classification where the top rate of the full-time classification is less than his/her current rate, the employee shall be placed at the top rate of the new classification immediately.

# **ARTICLE 19 - HOURS OF WORK**

## **SECTION 1 - WORKWEEK**

(a) Hub Employee and Hub Sorter: The workweek shall be a minimum of five (5) four (4) hour days; Monday through Friday, with overtime to be paid for all time worked in excess of six (6) hours.

(b) Delivery Center Positioner, Delivery Center Employee and Employees Working in New Sorts: The workweek shall be a minimum of five (5) three and one half (3 1/2) hour days,

Monday through Friday, or Tuesday through Saturday with overtime to be paid for all time worked in excess of five (5) hours.

(c) When operating needs require the establishment of a Sunday sort, the Employer may implement a Sunday through Thursday workweek.

## **SECTION 2 - OVERTIME**

The overtime rate shall be one and one half (1 1/2) times the regular straight time rate. However, the rate of double (2) time shall be paid for all work performed on Sundays. The overtime rate shall be paid for all hours worked:

(a) In excess of forty (40) straight time hours in any workweek;

(b) For all hours worked on a sixth (6th) day of ~~work during the~~ **Scheduled** work- week.; and,

~~(c) For work on Saturdays for those employees on a Monday through Friday workweek.~~

(c) **Double time ( 2 times) for all hours worked on a seventh day of the scheduled work week.**

The Employer agrees that extra overtime in a classification (overtime that is not part of the employee's daily assignment) shall be offered to the senior employee in that classification on the seniority list who is available for the assignment. This shall be confined to the original assignment and one (1) further move by seniority.

## **SECTION 3 - LUNCH PERIOD**

The lunch period shall not be less than one- half (1/2) hour or more than one (1) hour in duration. The lunch period shall commence not less than four (4) hours after the employee starts work, and shall be completed no later than six (6) hours after the commencement of the employee's work. If the employee is directed to take a one- half (1/2) hour lunch, the remaining one- half (1/2) hour will be paid at the over-time rate.

## **SECTION 4 – PART-TIME TO FULL-TIME EMPLOYMENT**

When filling full-time positions, part-time employees shall have preference of these full-time positions. The part-time employees will remain on the part-time seniority list for the first thirty (30) working days as a full-time employee. After the thirty-first (31st) working day, the part-time employee shall be considered a newly hired full-time employee for all purposes except they shall retain their Company seniority for the purpose of fringe benefits. They shall be placed at the bottom of the appropriate full-time seniority list. Part-time employees qualifying for package car positions shall receive a weekly accounting of their performance. This accounting shall be in written form in the presence of a Shop Steward.

An employee who fails to qualify for full-time position within a classification shall have his/her name replaced on the list in his/her rightful spot and shall be given an additional opportunity to

All employees will be entitled to optional vacation week #B. Optional vacation week #B is in lieu of two (2) floating holidays and the employee's birthday and day after birthday plus one (1) additional day (new holiday).

Employees shall be eligible to select/cash out Option week "B" during the vacation selection period or maintain their four (4) individual holidays. Said option week shall consist of the Birthday/Day After and two (2) floating holidays plus an additional "Bonus Day" that said employee would normally become eligible for during the forthcoming vacation period.

The employees will be asked to select their intentions for Option Week "A" and Option Week "B" in February of each year.

Employees may choose to take optional vacation week #B or maintain their four (4) individual holidays or elect to cash out optional vacation week #B for twenty (20) straight time hours.

The optional vacation weeks A and B shall be selected at the time vacation selection is made and are not subject to the prorated provisions of this contract.

When selecting vacations as provided in Section 7 of this article, each part-time employee shall elect to:

- (a) Receive five (5) days pay (twenty (20) straight time hours) to be added to the first weeks' vacation pay, or:
- (b) Take five (5) days of additional vacation with pay at four (4) straight time hours per day.
- (c) If a decision is not made at the time vacation selection is made, the optional weeks will be cashed out.

## **ARTICLE 23 - HEALTH AND WELFARE**

The existing Health and Welfare Plans contained in the Local Rider agreements attached hereto shall be continued during the life of this Agreement. The present level of benefits under the Health and Welfare Plans shall be maintained during the life of this Agreement. Any increase in premium necessary to maintain the present level of benefits during the life of this Agreement shall be borne by the Employer.

A total of \$1.00 per hour has been negotiated for Health and Welfare and Pension contributions for each year of the contract. If maintenance of benefits for Health and Welfare increases are less than \$1.00 per hour, the remainder will be allocated for pension contributions on August 1<sup>st</sup> of each contractual year.

~~8/1/13 — \$ .50 per hour contributed to the pension.~~

1/1/14 18 \$1.00 per hour Health and Welfare increase to be determined by plan.

1/1/15 19 \$1.00 per hour Health and Welfare increase to be determined by plan.

1/1/16 20 \$1.00 per hour Health and Welfare increase to be determined by plan.

1/1/17 **21**      \$1.00 per hour Health and Welfare increase to be determined by plan.  
1/1/18 **22**      \$1.00 per hour Health and Welfare increase to be determined by plan.

In the event the Health and Welfare plans increase is over \$1.00 per hour in a contractual year, maintenance of benefits will cover all increases over \$1.00 per hour and there will be no pension increases for the affected contractual year. (Pension rates will vary depending on Health and Welfare costs which may be different in each plan.)

The Employer shall post on the bulletin board in each center a copy of the reporting forms sent to the Administrators of the Security Funds.

It is further understood where any individual health and welfare trust listed in any of the local Rider Agreements which are part of this Agreement provides for uniform contributions by all Employers which may exceed the above contributions, the Employer agrees to make such required uniform contributions to such individual trust commencing on the date such additional contributions may be due.

Any questions regarding your health and welfare, please contact your Local Union.

## **ARTICLE 24 - PENSIONS**

See NorCal Sort Rider Addendums 1 and 2.

## **ARTICLE 25 - LEGAL SERVICES TRUST FUND**

The Employer agrees to contribute ten cents (10 cents) per hour up to a maximum of seventeen dollars and thirty cents (\$17.30) per month for each regular employee into the Western Conference of Teamsters Legal Services Trust Fund for the purpose of providing for employees and their dependents, legal benefits as provided by the Trust. Effective August 1, 2008, an additional five cents (5¢) per hour shall be allocated from the new increase in pension monies to the Western Conference of Teamsters Legal Services Trust Fund for each regular employee and the maximum amount per month shall be increased to twenty-five dollars and ninety-five cents (\$25.95).

**Effective August 1, 2018 the Employer will contribute only ten cents (\$0.10) per hour up to a maximum of seventeen dollars and thirty cents (\$17.30) per month for each regular employee in the Western Conference of Teamsters Legal Services Trust Fund and each local union will divert the five cents (\$0.05) per hour allocation established on August 1, 2008 to offset retiree contribution amounts for retiree medical coverage or to employee pensions. The diversions shall be to the applicable trust fund and in accordance with established remittance rules and practices. The diversion shall be paid by the employer for all hours compensated including overtime hours, up to a maximum of 2080 hours per year. Allocations may only be diverted in accordance with the Memorandum of Understanding (MOU).**

If the above-mentioned facility can provide treatment outside of the employee's workday, said employee will not be paid for the time involved for treatment.

The Employer or its designee shall not visit an injured employee at his/her home without his/her consent. No representative of the Employer shall be permitted to accompany an injured employee while he/she is receiving medical treatment and/or being examined by the medical provider, without the employee's consent.

## **SECTION 11 - EMPLOYEE'S BAIL**

Employees will be bailed out of jail if accused of any offense in connection with the faithful discharge of their duties, and any employee forced to spend time in jail or in courts shall be compensated at his regular rate of pay. In addition, he shall be entitled to reimbursement for his meals, transportation, court costs etc. Provided, however, that faithful discharge of duties shall in no case include compliance with any order involving commission of a felony. In case an employee shall be subpoenaed as a Company witness he shall be reimbursed for all time lost and expenses incurred.

## **SECTION 12 - FUNERAL LEAVE**

In the event of a death of a member of the employee's family, a seniority employee shall be allowed a reasonable time off to attend the funeral, or other bereavement rite. Time off shall not extend beyond the day of the funeral unless an additional day is required for travel, except as provided below. In no event will total compensated time off exceed four (4) scheduled work days. The employee will be reimbursed at ~~eight (8)~~ **four (4)** times the employee's straight time hourly rate for each day lost from work for those employees whose regularly scheduled workweek is five (5) days, ~~and ten (10) times the straight time hourly rate for those employees whose regularly scheduled workweek is four (4) days.~~

A regular ~~full~~ **part**-time employee shall be guaranteed two (2) days off to be taken between the day of death and two (2) working days following the funeral provided the employee attends the funeral or other bereavement rite.

Members of the employee's family means spouse, child, stepchild, grandchild, father, mother, brother, sister, grandparents, mother-in-law, ~~and~~ father-in-law **and step parents**. ~~Part-time employees will enjoy the same benefits as above, paid at four (4) times the employee's hourly rate.~~

An employee shall be allowed one (1) day off to attend the funeral of a sister-in-law or a brother in-law. Reimbursement for this day shall be the same as outlined above.

## **SECTION 13 - MILITARY LEAVE**

Employees enlisting or entering the military or naval service of the United States, pursuant to the provisions of the Selective Service Act of 1967, shall be granted all rights and privileges provided by the Act. The Employer shall pay the health and welfare and pension contributions

No. 948 By: Adam Ochoa  
No. 2785 By: Joseph Cilia, Troy Mosqueda

#### **ADDENDUM NO. 1**

**LOCALS 87, 137, 150, 386, 431, 439, 533, 948**

#### **SECTION 1-PAYMENTS**

Premiums and benefits in effect during the life of the ~~2007-2013~~2018-2023 Agreement will be continued.

The Employer shall pay into the Western Conference of Teamsters Pension Trust Fund for the account of each employee working under this Agreement, the applicable sum as listed below:

(a) Monthly contributions for each employee on the payroll during the full calendar month who has been compensated for one hundred sixty (160) hours or more during such month are:

Effective August 1, 2017 - \$1672.63 per month  
Effective August 1, 2018 – To Be Determined  
Effective August 1, 2019 – To Be Determined  
Effective August 1, 2020 – To Be Determined  
Effective August 1, 2021 – To Be Determined

Effective August 1, 2022 – To Be Determined

(b) For each employee not covered under (a) above, the payment shall be computed at the rate of:

Effective August 1, 2017 – \$9.65 per compensable hour

Effective August 1, 2018 – To Be Determined

Effective August 1, 2019 – To Be Determined

Effective August 1, 2020 – To Be Determined

Effective August 1, 2021 – To Be Determined

Effective August 1, 2022 – To Be Determined

For probationary employees hired on or after August 1st, 2013, the Employer shall pay an hourly contribution rate of ten cents (10¢), (including one cent (1¢) for PEER/84 for full-time employees) during the probationary period as defined in Article 3, Section 1, but in no case for a period longer than the first ninety (90) days from an employee's first date of hire. If and when this period is completed, the full standard contribution rate shall apply. Contributions shall be calculated on the same basis as described in this Article.

Effective January 1, 2008 the employer shall pay twenty five cents (25¢) per hour for all hours compensated including overtime hours, up to a maximum of 2080 hours per year for all full-time Employees to the Northern California General Teamsters Security Fund (the Trust) in accordance with established remittance rules and practices. These monies are to be used to offset required retiree contribution amounts for retiree medical coverage. *(The monies for this twenty five cents were obtained as follows: Ten cents was obtained from negotiating the probationary break in rate in 2002. Fifteen cents was negotiated as new monies in 2007 to become effective 1/1/2008)*

(c) Effective on the following dates, the Employer will pay total contributions split between amounts for benefit accrual and amounts to pay for PEER/84 under the Program for Enhanced Early Retirement (PEER). The contributions required to provide for PEER will not be taken into consideration for benefit accrual purposes under the plan. The contributions for PEER/84 must at all times be 6.5% of the basic contribution and cannot be decreased or discontinued at any time.

	Basic Contribution	PEER/84	Total Contribution
August 1, <u>2017</u>	<u>\$8.28</u>	<u>\$1.37</u>	<u>\$9.65</u>
August 1, <u>2018</u>	To Be Determined		
August 1, <u>2019</u>	To Be Determined		
August 1, <u>2020</u>	To Be Determined		
August 1, <u>2021</u>	To Be Determined		
August 1, <u>2022</u>	To Be Determined		

(d) Time paid for but not worked, such as holidays and vacation time, shall be considered as time worked for the purpose of this Article.



(e) The total amount due for each calendar month shall be remitted in a lump sum not later than the 10th day of the following month. The Company agrees to abide to such rules as may be established by the Trustees of said Trust Fund to facilitate the prompt and orderly collection of such amounts, and the accurate reporting and recording of such amounts paid on account of the employees. Failure to make the payments herein provided, within the time specified, shall be a breach of this Agreement.

(f) Effective August 1, 2013, and August 1 of all subsequent years, ten cents (10¢) per hour shall be allocated from each new increase in pension and or general wage increase monies to the Northern California General Teamsters Security Fund (the Trust) in accordance with established remittance rules and practices. These monies shall be paid by the employer for all hours compensated including overtime hours, up to a maximum of 2080 hours per year and are to be used to offset required retiree contribution amounts for retiree medical coverage. If the Trustees of the Trust determine that additional monies are needed to maintain this benefit, said additional monies shall be allocated from the aforementioned new pension and or general wage increases. *The total monies that have been diverted from new pension monies under this Section (f) as of August 1, 2012 is one dollar (\$1.00) per hour. If the trustees of the Trust determine that no additional monies are needed in any year, then those monies will remain in pension or G.W. increases. **August 1, 2018 five (\$0.05) per hour will be diverted from the Legal Services.***

## **SECTION 2 – POSTING NOTICE**

The Employer shall make available to all employees in a manner agreed to between the Company and the Union, a copy of the reporting form sent to the Administrator's Office of payments made to the Western Conference of Teamsters Pension Fund on behalf of the employees at the time payments are made.

## **SECTION 3 – SAVINGS**

(a) Effective August 1, 2013, UPS shall make contributions into the Pacific Coast Benefits Trust (herein "Trust") at the rate of thirty (30¢) cents per hour on behalf of all employees on whose behalf UPS was obligated to make contributions into the Trust immediately prior to August 1, 2013. With respect to employees whose first (1<sup>st</sup>) hour of employment (or employment) with UPS is on or after August 1, 2013, UPS shall make contributions at the appropriate rate in effect per compensable hour into the Pacific Coast Benefits Trust Fund on behalf of each such employee beginning on the earlier of the employee's achievement of seniority or the employees' completion of six hundred (600) hours of employment (or re-employment) within twelve (12) consecutive calendar months, such contributions to be made retroactively for all compensable hours in the twelve (12) consecutive months immediately preceding achievement of seniority or the completion of six hundred (600) hours of employment (or reemployment) as the case may be. Provided, however, that UPS shall not contribute for more than one hundred seventy-three (173) hours in any calendar month for each covered employee. The total amount due for each calendar month shall be remitted in a lump sum not later than the tenth (10<sup>th</sup>) day of the following month.

## **SATELLITE FACILITIES**

1. Prior to implementing a Satellite facility the Union and the Company must meet and discuss issues surrounding the implementation of the satellite per Article 38 of the National Master UPSA.

2. It is understood that Satellite facilities are an extension of the Center from which the work originated and its employees remain on the origin Center's seniority list.

3. No employee shall be forced to go to a Satellite facility. A satellite facility shall be staffed in the following order:

First: The driver(s) of the route(s) involved shall be allowed to follow their work.

Second: Bid to the package qualified full-time employees within the origin building.

Third: Bid to all full-time employees within the origin building.

Fourth: Bid to all part-time employees within the origin building.

Fifth: Outside hire.

4. All relief drivers will start and finish at the origin center and be provided transportation to and from the Satellite Facility.

5. Suitable sanitary facilities shall be available within two (2) miles of the satellite site.

6. Starting times for satellite centers further than thirty (30) but less fifty (50) miles from the home center shall not be later than 9:30 a.m. Starting times for satellite centers further than fifty (50) miles shall not be later than 10 a.m. All other satellite centers will have starting times in accordance with Article 22, Section 4. Mileage for the purpose of this Article shall be determined by placing the exact addresses of the origin center and the Satellite facility in MapQuest using the shortest distance formula. In areas where there are existing Satellite facilities, the Union shall inform the Company within thirty (30) days if they wish to red circle the existing start times for those Satellite facilities.

7. Shelter from snow and rain shall be provided at all Satellite facilities which have five (5) or more drivers. Satellite Centers with less than five (5) drivers that suffer from extreme conditions shall be subject to review on a case by case basis.

## **LETTER OF UNDERSTANDING**

### **LETTER OF UNDERSTANDING PEAK SEASON HELPERS 2018 -2022 ~~2013-2018~~**

The function of the Peak Season Helper is to work under the direction of a package driver. At no time shall an employee be classified as a Peak Season Helper if he/she is not under the direct supervision of and working in conjunction with a package driver. The following provisions shall apply to Peak Season Helpers:

1. Peak Season Helpers may be used between November 1 and January 15.
2. A minimum of fifty percent (50%) of the helpers working in any given building on any given day shall be from the inside ranks. Such helper work shall be offered by seniority. Utility and Air Drivers may only work as helpers if they are not needed for utility or air work. During this period, when these drivers are needed and thus not available for helper work, they will be guaranteed eight (8) hours that day in combination with their inside job and driving job. This applies to the Peak Season only and there is no obligation to the Company to work anyone on overtime.
3. Inside employees cannot be helpers if it conflicts with their primary job function.
4. The Helper rate of pay will be as follows for all hours spent in the Helper classification:

~~2013 \$15.20 per hour~~

~~2014 \$15.20~~

~~2015 \$15.50~~

~~2016 \$15.50~~

~~2017 \$15.50~~

~~2018 \$15.80~~

**2018 - \$15.80**

**2019 - \$15.80**

**2020- \$15.80**

**2021- \$15.80**

**2022- \$15.80**

**No Peak season inside helper shall make less than their current inside wage, or the market rate adjustment for outside hires.**

The above rates will apply to all seniority employees effective ~~November 1, 2013~~ **November 1, 2018**. Off the street helpers will be paid ~~\$8.25~~ **\$11.00** per hour.

5. A Helper bid list will be posted for five (5) days. Any inside employees wanting to be considered for Helper work must sign up during this period. The list of successful job bidders, by seniority, will be posted with a copy to the Union.
6. Part-time employees who choose to work as Helpers shall be guaranteed eight (8) hours per day between their primary jobs and their helper assignments. There will be no obligation to the Company to work Helpers overtime; however, Helpers will be guaranteed to work their full primary shift.

7. Overtime rates shall apply to all hours worked over eight (8) hours per day in addition to overtime on employee's respective part-time shifts. Overtime rates shall be predicated on the job at the time of overtime.

8. All off the street Helpers will be part time employees. The Company shall provide the Local Union with a list of all off the street Helpers within 5 days of their start date.

9. The Company will not be obligated to pay Health and Welfare payments for these temporary employees. If these temporary employees work in any other classification, the Company will be obligated to these payments. If the Company retains the employee past the helper period, the Company would be obligated to make retroactive Health and Welfare payments for all hours the employee has worked.

10. The off the street helpers will receive a guarantee of 3.5 hours and receive overtime after ~~five (5)~~ **eight (8)** hours of work per day.

11. All helpers may start and finish on area.

12. All helpers may use a DIAD board **or other electronic method** to clock on and off.

13. Flexible starting times may be used.

14. Peak Season package driving positions will be offered to employees by seniority in the following order:

- A. Full time 22.3 driver qualified employees.
- B. Utility drivers and air drivers
- C. Peak Season hires.

Once a position is accepted, the employee will continue to work in that position until January 15 or until no longer needed. During this period, the employee will no longer work in their regular position. **A 22.3, Utility driver, and air driver will be paid 8 hours at their driver rate for any holiday that falls in the period of this accepted position and meets the qualifications of Article 24.** The employee will return to his/her regular position upon completion of his/her temporary position or due to lay-off during this period.

15. Helpers are entitled to all personal time outlined in the Labor Contract.

16. In the event UPS enters into any agreement with any Local Union that is superior to what is contained in this agreement, the other Locals will receive that same benefit.