

## **AGREEMENT - SUPPLEMENT**

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 as 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 employee on the same basis as all other members and, further, that the employee has had notice and opportunity to make all dues or initiation fee payments. This provision shall be made and become effective as of such time as it be made and become effective under the provisions of the National Labor Relations Act but not retroactively.

(b) When the Employer needs additional employees, the Employer shall give the Local Union equal opportunity with all other sources to provide suitable applicants, but the Employer shall not be required to hire those referred by the Local Union. Business agents and/or the Steward shall be permitted to attend new employee orientations. The Company, on a monthly basis, will

## ARTICLE 3 - SENIORITY AND LAYOFFS

### SECTION 1 - PROBATIONARY PERIOD/TRIAL PERIOD

(a) Full-time employees hired from October 1st through December 31st of any year shall not accrue seniority. Any such employee will be responsible for any Hiring Hall fees required by the Local Union involved. A new full-time employee shall attain seniority when he/she has worked thirty (30) days within a one hundred twenty (120) consecutive day period.

A new full-time employee hired into the package car classification may have up to an additional ten (10) working days at the beginning of his/her probationary period, which may result in a total probationary period of up to forty (40) worked days within a one hundred twenty (120) consecutive day period, provided that all such additional time is spent in classroom training. Prior to attaining seniority, as defined in this Section, the employee, other than those employees attempting to transfer from part-time to full-time positions, shall be considered a probationary employee and may be discharged without such discharge being subject to the grievance procedure. However, the employer shall not discharge or otherwise discipline a probationary employee for purposes of evading the terms of this provision or to discriminate against Union members. Upon completion of the probationary period, the employee shall be given a seniority date as of his/her first day worked within such one hundred twenty (120) day period.

(b) Seniority order for all purposes for employees with ~~common~~ the same fulltime hiring dates shall be determined first by the employee with the highest part-time building seniority date being the highest seniority employee. In the event that the part-time dates are also the same, then seniority will be determined by the drawing of lots. Such drawing shall be made in the presence of a Union representative and an Employer representative.

(c) A part-time employee who has gained full-time seniority shall have his/her accrued vacation cashed out within ten (10) days after gaining full-time seniority.

### SECTION 2 - APPLICATION OF SENIORITY

In the reduction of forces due to the slackness of work, the last employee hired shall be the first (1st) employee laid off, and in rehiring, the last employee laid off shall be the first (1st) employee rehired until the list of former employees is exhausted.

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 and 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.

The Employer shall not lay off any employee under this Article unless the Employer has evidence that no work shall be available for such employees the following workday. Full-time employees laid off in excess of five (5) consecutive working days, may, in the order of their seniority, elect to displace one (1) or two (2) part-time employees for the duration of the layoff, provided the employee has more Company seniority than the part-timer(s) involved. Rates of pay will be based on Company seniority and the classification of the work the employee performs.

If a full-time employee displaces two (2) part-time employees, the driver shall receive overtime after eight (8) hours and shall receive fulltime benefits.

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, 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.

## **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 full-time, feeder, package, and 22.3 list. The Company will provide a copy of these lists every six (6) months.

## **SECTION 9 - LOCATION SENIORITY**

All seniority provided for above shall be based on the length of service of the employees at the location involved. Location seniority shall not affect an employee's seniority with the Company for the purpose of fringe benefits.

Where more than one (1) operating center is located within a United Parcel Service building, seniority for all full-time employees will be integrated for the purpose of layoff and rehiring and for eligibility to qualify for higher straight time hourly rate jobs.

## **SECTION 10 - SENIORITY AND JOB ASSIGNMENTS**

work performance arising out of circumstances which occurred during the nine (9) month period immediately preceding the date of discharge or suspension notice. However, in order for any such reason to be introduced by the Employer, the Employer must have given specific written notice by certified mail to the employee and to the Local Union of the circumstances giving rise to such reason within ten (10) days of the occurrences of the circumstances. Such written notice 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. ~~Askin, Charles~~ Katherine Thompson
3. Brogen, Margaret
4. Durick, Michael
5. Kagel, John
6. ~~Staudohar, Paul~~ 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

schedule of the job steward or the designated alternate. The Employer recognizes the employee's right to be given requested representation by a steward or the designated alternate at such time as the employee reasonably contemplates disciplinary action. The Employer also recognizes the steward's right to be given requested representation by another steward or the designated alternate at such time as the steward reasonably contemplates disciplinary action.

## **ARTICLE 11 - OPERATING REQUIREMENTS**

### **SECTION 1 - USE OF EQUIPMENT**

No employee shall operate more than one (1) piece of equipment during freight moving operations away from the terminal or platform. For example, a driver sent from the terminal or platform to load or unload the vehicle driven shall not operate a forklift. Exceptions to this procedure may be made only by mutual agreement between the Employer and the Union.

### **SECTION 2 - SAFETY AND JOB HEALTH**

The Employer shall not require employees to take out on the street or highways any vehicle that is not in a safe operating condition or not equipped with the safety appliances prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment unless such refusal is unjustified. All equipment which is refused because not mechanically sound or not properly equipped, shall be appropriately tagged so that it cannot be used by other drivers until the automotive maintenance department has adjusted the complaint.

Under no circumstances will an employee be required, or assigned, to engage in any activity involving dangerous conditions of work, or danger to person or property, or in violation of any applicable statute or court order, or in violation of a government regulation relating to safety of persons or equipment. The term, "dangerous conditions of work" does not relate to the type of cargo which is hauled or handled. Any employee involved in any accident shall immediately report said accident and any physical injury sustained. When required by his Employer, the employee, before the end of his shift, shall make out an accident report in writing on forms furnished by the Employer and shall turn in all available names and addresses of witnesses to the accident. Copies of the same shall be made available to the employee upon his request.

Employees shall immediately, or at the end of their shifts, report all defects of equipment on a suitable form furnished by the Employer. The Employer shall not ask or require any employee to take out equipment that has been reported by any other employee as being in an unsafe operating condition until same has been approved as being safe by the automotive maintenance department.

When the occasion arises where an employee gives written report on forms in use by the Employer of a vehicle being in an unsafe working or operating condition, and receives no

consideration from the Employer, he shall take the matter up with the officers of the Union who will take the matter up with the Employer. All package cars and tractor-trailers and/or trucks shall be equipped with all safety equipment as required by the Department of Transportation - Part 393.

### **SECTION 3 - TRAFFIC CITATIONS**

No driver shall be required to violate traffic laws or overloading regulations. The Employer shall be responsible for any citations issued unless there is proven gross negligence on the part of the driver. Citations must be submitted to the Employer within forty-eight (48) hours and, if not, the Employer shall not be responsible for same.

Should the Employer fail to comply with the requirements of this Section, the Employer shall be held responsible for all working time lost or any penalties incurred by reason of the Employer's failure to comply with this Section.

The employee is to be given a receipt showing the citation number, the date the citation was given to the Employer, and the signature of the Employer's representative receiving it.

### **SECTION 4 - PURCHASE OF EQUIPMENT**

The Employer shall not sell or transfer, directly or indirectly to an employee covered by this Agreement any truck, tractor, van, trailer, or other equipment, and no individual presently employed under this Agreement by the Employer shall acquire any proprietary interest in any such equipment.

## **ARTICLE 12 - GENERAL PROVISIONS**

### **SECTION 1 - REST PERIODS**

All employees shall be allowed to take a rest period **of fifteen (15) minutes** during the first (1st) half of any shift and a rest period **of fifteen (15) minutes** during the second (2nd) half of any shift. **A third break of ten (10) minutes will be allowed at ten (10) hours.** 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 13 - NEW METHODS

## ARTICLE 18 - CASUALS AND EXTRA HELPERS

The same Committee formed to determine work jurisdiction under Article 31 shall operate under the same rules and procedures in this instance.

## ARTICLE 19 - 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 20 - 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 a least sixty (60) days prior to the expirations of this Agreement

## ARTICLE 21 – JOB CLASSIFICATION AND RATE OF PAY

### SECTION 1

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

	<u>8/1/18</u>	<u>8/1/19</u>	<u>8/1/20</u>	<u>8/1/21</u>	<u>8/1/22</u>
Package Driver	<u>\$37.19</u>	<u>\$37.94</u>	<u>\$38.74</u>	<u>\$39.64</u>	<u>\$40.64</u>
Delivery Center Positioner	<u>\$37.11</u>	<u>\$37.86</u>	<u>\$38.66</u>	<u>\$39.56</u>	<u>\$40.56</u>
Automotive Service	<u>\$36.66</u>	<u>\$37.41</u>	<u>\$38.21</u>	<u>\$39.11</u>	<u>\$40.11</u>
Center Clerks	<u>\$36.18</u>	<u>\$36.93</u>	<u>\$37.73</u>	<u>\$38.63</u>	<u>\$39.63</u>
Forklift Drivers	<u>\$37.19</u>	<u>\$37.94</u>	<u>\$38.74</u>	<u>\$39.64</u>	<u>\$40.64</u>
Air Shuttle Drivers	<u>\$37.19</u>	<u>\$37.94</u>	<u>\$38.74</u>	<u>\$39.64</u>	<u>\$40.64</u>
Tractor Drivers and Hostlers: (Including Casuals)					
Single	<u>\$37.36</u>	<u>\$38.11</u>	<u>\$38.91</u>	<u>\$39.81</u>	<u>\$40.81</u>
Doubles	<u>\$37.54</u>	<u>\$38.29</u>	<u>\$39.09</u>	<u>\$39.99</u>	<u>\$40.99</u>
<u>LCV (2-40 or Triples)</u>	<u>\$38.19</u>	<u>\$38.94</u>	<u>\$39.74</u>	<u>\$40.64</u>	<u>\$41.64</u>
<u>(Long Combination Vehicles)</u>					

All full-time employees who have attained seniority as of August 1<sup>st</sup>, ~~2013-2018~~ shall receive the following general wage increases:

<u>Effective Date</u>	<u>Amount</u>
<u>August 1, 2018</u>	<u>\$.70</u>
<u>August 1, 2019</u>	<u>\$.75</u>
<u>August 1, 2020</u>	<u>\$.80</u>
<u>August 1, 2021</u>	<u>\$.90</u>
<u>August 1, 2022</u>	<u>\$1.00</u>

Full-time employees still in progression on the effective date of this Agreement shall receive the above contractual increases and will be paid no less than what they are entitled to in accordance with Article 41, Section 2 of the ~~2013-2018~~ **2018 – 2023** Master Agreement.

Article 22.3 Positions (inside/inside) see Article 41.3 of the National Master Agreement.

**Article 22.4 Positions (drivers-driver hub) see Article 41.4 of the National Master Agreement)**

~~(i)Inside/Aair dDriving)~~ see Article 40.6 and 41.3 of the National Master Agreement.  
*(All above rates reflect a 12¢ per hour COLA increase given in 2011)*

Full time Employees Hired During Seasonal Period (November 1 through January 15<sup>th</sup>) 75% of start rate

Any employee who is assigned to deliver packages other than from a package car (i.e. bicycles, golf carts, etc.), including delivering out of another location, will be paid at their appropriate package rate of pay.

	<u>2013<del>8</del></u>	<u>2014<del>9</del></u>	<u>2015<del>20</del></u>	<u>2016<del>21</del></u>	<u>2017<del>22</del></u>
Inside Peak					
Season Helper	<u>\$15.80</u>	<u>\$15.80</u>	<u>\$15.80</u>	<u>\$15.80</u>	<u>\$15.80</u>
Off the Street Peak					
Season Helper	<u>\$11.00</u>	<u>\$11.00</u>	<u>\$11.00</u>	<u>\$11.00</u>	<u>\$11.00</u>

Class “C” drivers pulling pup trailers or scat trailers with a package car shall be paid thirty (\$.30) cents per hour in addition to their normal rate of pay for the entire day.

Vans (Bobtails): All drivers who operate large vans (bobtails) will have an additional ten (\$.10) cents per hour added to their existing wage rate when working in this classification.

## SECTION 2

- a. **The wage progression for employees entering a regular package car driving or other full-time job (other than feeder, an air driver or a job covered by Article 41, Section 2 of the 2018-2023 Master Agreement) position after August 1, 2018 shall be as follows:**

<u>Start</u>	<u>\$21.00</u>
<u>Twelve (12) months</u>	<u>\$23.00</u>
<u>Twenty-four (24) months</u>	<u>\$24.00</u>
<u>Thirty-six (36) months</u>	<u>\$28.75</u>

Forty-eight (48) months (Top Rate)

Employees in the Article 41 Section 2 (c) of the National Master Agreement in progression in the prior Agreement as of the date of ratification shall be slotted into the new progression above.

Part-time employees on the payroll as of July 31, 2013 ~~2018~~, who are subsequently promoted to full -time employment under this progression, will be red circled 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 under this progression 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.

- b. Full time wages for Article 22.4 Jobs (In accordance with Article 41 Section 4)  
Part-time employees whose rates are higher than those set forth below who bid into a full-time 22.4 job covered by this Section shall be paid their current inside wage rate plus the general wage increases.

Employees in the Article 41 Section 4 of the National Master Agreement in progression of the prior Agreement as of the date of ratification shall be slotted into the new progression above.

Other part-time employees who bid into a full-time 22.4 job covered by this Section will be red circled at their current wage rate until such time as the calculated progression rate set forth below exceeds that rate. The transfer date will become his/her full-time start date for purposes of applying the progression set forth below. A part-time employee shall not lose the red circle protection provided by this paragraph as a result of transferring from one full-time inside job to another full-time inside job.

<u>Start</u>	<u>\$20.50</u>
<u>Twelve (12) months</u>	<u>\$21.25</u>
<u>Twenty-Four (24) months</u>	<u>\$22.75</u>
<u>Thirty-Six (36) months</u>	<u>\$25.00</u>
<u>Forty-Eight (48) months</u>	<u>Top Rate</u>

The top rate shall be \$30.64 plus the general wage increases provided in Article 41, Section 1 of the National Master Agreement.

Full-time employees who bid into a full-time 22.4 job covered by this Section will be paid in accordance with their full-time seniority date. Full-time employees with four (4) or more years of full-time seniority who bid into a full-time inside job will be paid the top current rate of the classification.

a. ~~The following wage progression schedule shall cover all full-time employees except apprentices, who are in progression as of August 1, 2013. The three (3) year progression will also remain in effect from the date this Agreement becomes effective until August 1, 2013 for those employees entering during this period a full-time job other than package, feeder, air or one covered by Article 41, Section 3 of the 2013-2018 Master Agreement.~~

Start	\$16.10
Seniority	\$17.25
Twelve (12) months	\$18.45
Twenty four (24) months	\$20.75
Thirty six (36) months	(top rate)

~~Part-time employees on the payroll as of July 31, 2008, who are subsequently promoted to full-time employment under this progression, will be red circled 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 under this progression 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.~~

b ~~c~~. No employee shall be required to complete a full-time progression more than one time even if he or she transfers between full-time jobs except as set forth in this paragraph. The sole exception is when an employee is awarded a package car job and has not previously held a job which includes driving duties. In such event, the employee will have a break-in rate equal to the employee's current wage rate until six (6) months from the date the employee entered the job. The employee will then go to the prevailing top rate. A part-time air driver who has completed the Article 40 progression, bids a full-time inside job and then a driver job within two (2) years shall have the same break-in period.

e. ~~The progression for employees entering a package car driving or other full-time job (other than feeder, an air driver or a job covered by Article 41, Section 3 of the 2013-2018 Master Agreement) position after August 1, 2013 shall be as follows:~~

Start	\$18.75
Seniority	\$18.75
Twelve (12) months	\$19.50
Twenty four (24) months	\$21.00
Thirty six (36) months	\$25.00
Forty eight (48) months	(Top Rate)

Part-time employees on the payroll as of July 31, 2013 **2018** who subsequently are promoted to full-time employment under this paragraph will be red circled until such time as the calculated progression rate exceeds that rate.

## SECTION 2 - PACKAGE CAR DRIVERS

(a) The regular scheduled workday shall consist of eight (8) consecutive hours, with an established start time excluding a non-paid meal period of either one half (1/2) or one (1) hour. The regular scheduled work week shall consist of five (5) consecutive eight 40 (8) hour days, Monday through Friday or Tuesday through Saturday, subject to the provisions of (b) below.

(b) It is agreed that no employee with a seniority date prior to August 1, 2008 will be forced onto a Tuesday through Saturday workweek unless otherwise mutually agreed to or unless the employee bids such workweek in accordance with the bidding procedures set forth in Article 22, Section 2, (a).

(c) Start times shall be posted on the prior Friday of the week for which the starting times shall be effective. Employees who are ordered to report for work prior to said scheduled starting time, shall receive time and one half (1 1/2) for all hours worked prior to their regular starting time. Employees who are ordered to report to work later than their scheduled starting time should receive time and one half (1 1/2) for the number of hours equal to the number of hours called into work after their scheduled starting time.

## SECTION 3 - 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) Before the employee's regular starting time or after the employee's regular quitting time;

(b) In excess of eight (8) hours in any workday;

(c) In excess of forty (40) straight time hours in any work week;

(d) For all hours worked on a sixth (6th) day of work during the scheduled work week;

(e) ~~For work on Saturdays for those employees on a Monday through Friday workweek.~~ **Double time (2 times) for all hours worked on a seventh (7<sup>th</sup>) day of the scheduled work week.**

(f) Weekend work, holidays, special sorts, Article 22.3 employees are eligible to work based on building seniority and qualifications with the eight (8) hour shift guarantee waived if there is not eight (8) hours of work. Daily extra work, double shifting will be subject to building seniority and qualifications.

The Employer agrees that extra overtime in a classification (over-time 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.

**All 9.5 protections and violations of said protections, will fall under Article 37 Section 1 of the National Master Agreement.**

~~The Company shall continue its efforts to reduce overtime where requested. If the review does not indicate that progress is being made in the reduction of assigned hours of work, the following language shall apply. An employee shall have the right to file a grievance if the Company has continually caused him to work over nine and one half (9 1/2) hours per day. The Company agrees to abide by the language approved at the National table. In addition, the Company will continue its panel practice regarding excessive overtime when deemed applicable by either mutual agreement of the Labor Management parties involved or by the grievance committee. This procedure shall not apply in the peak season of November 1st through January 15<sup>th</sup>. The company recognizes the desirability to minimize the number of employees working during holiday periods.~~

**SECTION 4 - STARTING TIMES**

Starting times for all parcel delivery drivers shall be from 7:00 a.m. to 8:30 a.m.

In those areas where there is an existing 7:00 a.m. to 9:00 a.m. starting time, such starting times shall remain in effect.

In UPS buildings with more than fifteen (15), but less than fifty (50) drivers the employer may establish starting times between 8:30 a.m. and 12 Noon for no more than one (1) driver per center. For those UPS buildings with more than fifty (50) drivers, the employer may establish said starting times for no more than two (2) drivers per center. No driver, package or feeder, currently on a bid route will be forced into this late start time. The 8:30 a.m. to 12 Noon start time shall be bid by seniority. If no one bids on said start time, the employer may only assign by inverse seniority. The provisions of Article 29, Section 9 shall apply.

The Employer may delay the start time of employees due to inclement weather, earthquakes, civil unrest and/or floods that result in delaying the arrival of ground packages provided the affected employees are notified at least two (2) hours in advance of their scheduled start times. Start times will not be delayed unless the delay is equal to one (1) hour or more.

**SECTION 5 - LUNCH PERIOD**

The lunch period shall not be less 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 overtime rate.

If a paid holiday falls within an employee's vacation, said employee will be granted an additional optional holiday to be taken in accordance with Article 24 of this agreement or be paid eight (8) hours of straight time pay for the holiday.

## **SECTION 9**

All employees with three (3) years of employment will receive one (1) optional week (optional week #A) with forty (40) straight time hours for full-time employees.

Option week A is considered earned as soon as the employee has earned their first week of vacation for that year.

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 forty (40) 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 full-time employee shall elect to:

- (a) Receive five (5) days pay (forty (40) straight time hours) to be added to the first weeks vacation pay, or:
- (b) Take five (5) days of additional vacation with pay at eight (8) 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 26 - 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.

<del>8/1/13</del>	<del>————</del>	<del>\$ .50 per hour contributed to the pension.</del>
<u>8/1/14</u>	<u>18</u>	\$1.00 per hour Health and Welfare increase to be determined by plan.
<u>8/1/15</u>	<u>19</u>	\$1.00 per hour Health and Welfare increase to be determined by plan.
<u>8/1/16</u>	<u>20</u>	\$1.00 per hour Health and Welfare increase to be determined by plan.
<u>8/1/17</u>	<u>21</u>	\$1.00 per hour Health and Welfare increase to be determined by plan.
<u>8/1/18</u>	<u>22</u>	\$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 27 - PENSIONS**

See Nor Cal Supplement Addendums 4 and 6.

## **ARTICLE 28 - 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).**

## **ARTICLE 29 - MISCELLANEOUS PROVISIONS**

### **SECTION 1 - PAY PERIODS**

The members of the Union shall be paid weekly for their labor. Not more than one (1) week's wages shall be withheld. Each employee shall be provided with a statement of total hours and gross earnings and an itemized statement of all deductions made for any purpose. A regular weekly payday shall be established, provided that if such payday falls on a paid holiday, the preceding workday shall be payday.

Any error on a payroll check will be paid by the Employer no later than the end of the next regular workday following notification of the error. Check stubs will itemize total hours, in addition to all deductions.

Grievance payments will include grievance number, hours, and rate of pay.

Upon discharge or quitting, the Employer shall pay all money due to the employee on the payday in the week following such quitting.

In the event State law would require earlier payment, the Company agrees to comply.

Seasonal employees hired during October, November and December shall be paid all monies due to the employee on the payday in the week following such quitting and/or termination.

### **SECTION 2 - UNIFORMS**

The Employer agrees to furnish free of charge to each and every employee any and all required uniforms, caps and/or hats, winter hats (where appropriate) and jackets and further agrees that any and all said uniforms, caps and/or hats shall bear the Union label. The laundry and upkeep of same (shirts excluded) must be borne by the Employer. Uniforms shall be suitable for summer and winter.

The Employer will furnish tractor drivers with suitable gloves which will be replaced in the same manner as other uniform items. Uniform standards regarding the wearing of the uniform and

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.

#### **SECTION 10 - MEDICAL TREATMENT**

Any employee who was injured on the job and is required to report back to the doctor for further treatment shall be allowed time off work for such treatment without loss of pay. The Employer shall not be able to change the facility of treatment designated by the employee's treating physician without the employee's consent.

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) 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-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.~~

## **SECTION 8 - INTERPRETATION OF BREAKDOWN AND IMPASSABLE HIGHWAYS**

In any instance of breakdown or impassable highway, which prevents an employee from proceeding to his/her destination (or if instructed, from returning to the point of departure) the employee shall be paid the applicable hourly wage for all time the employee is required to remain with the equipment and until such time as the employee arrives at a place of lodging, with overtime payments if appropriate but in no event less than the daily guarantee the employee was otherwise entitled to.

Once an employee arrives at a place of lodging, the employee shall be considered as released from duty without pay for the next ~~eight (8)~~ ten (10) hours (or any portion thereof) and shall thereafter be paid the daily guarantee for the first eight (8) or ten (10) hours applicable (or portion thereof) out of each succeeding twenty-four (24) hour period until such time as he/she is able to resume his/her trip.

Actual hours necessary to complete the trip upon leaving the place of lodging shall be paid at the applicable hourly wage rate and all hours paid shall be considered in computing weekly overtime. The employee shall be reimbursed for all meals and lodging upon presentation of proper receipts.

## **SECTION 9 - FEEDER RUNS**

Layover: On layover runs, the Employer shall reimburse such driver for full cost of food and lodging at the layover point upon presentation of proper receipts. A feeder driver operating a unit consisting of triple trailers, or two (2) forty foot or over trailers, shall receive six dollars (\$6.00) per day or seventy-five cents (\$.75) per hour for all hours worked, whichever is greater, over the feeder rate of pay.

## **SECTION 10 - TOTAL ARTICLE**

This Section is part of the collective bargaining agreement and all terms of this Section and the bargaining agreement shall apply to all employees wherever applicable.

## **ARTICLE 32 - UTILITY DRIVERS**

It is agreed that package operations shall hire utility drivers.

Regular part-time employees (in order of location seniority) who desire to be hired as utility drivers shall so inform the center manager. Those part-time employees who successfully meet the qualification standards for UPS drivers will be considered for the utility driving job.

These utility drivers may be used to cover absentees, overflow work, etc.

Utility drivers, who work in centers located in hub buildings where hub work is available, will be guaranteed eight (8) hours pay at the driver rates. In other locations where hub work is not

- Directs the work of others and checks their completed work for errors
- Receives inquiries from customers and the general public regarding a variety of subjects
- Works under a minimum level of supervision
- Performs other related duties as needed

### **ADDENDUM NO. 3**

#### **INCLUSIVE OF ALL LOCAL UNIONS IN JOINT COUNCIL 7**

**(a) Starting Time:**

(1) Any scheduled shifts other than the day shifts shall be posted on the prior Friday of the week for which the shifts are to be effective. Employees who are ordered to report for work prior to said scheduled starting time shall receive time and one half (1 1/2) for all hours worked prior to their regular starting time. Employees who are ordered to report for work later than their scheduled starting time shall receive time and one half (1 1/2) for the number of hours equal to the number of hours called in to work after their scheduled starting time.

(2) Extra Drivers and Helpers may start work not later than 9:00 a.m. during the Christmas rush period between November 1st through January 15th.

(3) Starting time restrictions are not applicable to feeder operations.

(b) All regular drivers shall be offered not less than five (5) days of employment in any one (1) scheduled week. The Employer shall not be required to pay its regular drivers a full week's wages if they are required to layoff regular drivers during any week period; provided, however, said layoff is occasioned by other circumstances beyond the control of the Employer causing a disruption in the normal volume of business.

### **ADDENDUM NO. 4**

**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 - **\$1776.63** per month

Effective August 1, 2018 - To be Determined per Article 26 NCSA

Effective August 1, 2019 - To be Determined per Article 26 NCSA  
 Effective August 1, 2020 - To be Determined per Article 26 NCSA  
 Effective August 1, 2021 - To be Determined per Article 26 NCSA  
 Effective August 1, 2022 - To be Determined per Article 26 NCSA

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

Effective August 1, 2017 - **\$10.25** per compensable hour  
 Effective August 1, 2018 - To be Determined per Article 26 NCSA  
 Effective August 1, 2019 - To be Determined per Article 26 NCSA  
 Effective August 1, 2020 - To be Determined per Article 26 NCSA  
 Effective August 1, 2021 - To be Determined per Article 26 NCSA  
 Effective August 1, 2022 - To be Determined per Article 26 NCSA

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/80 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 fulltime 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/80 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/80 must at all times be 16.5% of the basic contribution and cannot be decreased or discontinued at any time.

Contribution	Basic	PEER/80	Total Contribution
August 1, <u>2017</u>	<b>\$8.80</b>	<b>\$1.45</b>	<b>\$10.25</b>
August 1, <u>2018</u>	To be Determined per Article 26 NCSA		
August 1, <u>2019</u>	To be Determined per Article 26 NCSA		
August 1, <u>2020</u>	To be Determined per Article 26 NCSA		
August 1, <u>2021</u>	To be Determined per Article 26 NCSA		
August 1, <u>2022</u>	To be Determined per Article 26 NCSA		

6. Starting times for Satellite facilities further than thirty (30) but less fifty (50) miles from the home center shall not be later than 9:30 am. Starting times for Satellite facilities further than fifty (50) miles shall not be later than 10:00 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 facilities 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~~ **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.

#### **ARTICLE 22.4**

##### **ARTICLE 22.4 LETTER OF UNDERSTANDING FULL TIME EMPLOYEE WORK RULES**

1. WHERE A LAYOFF IS POSTED ON A FRIDAY AND AN ARTICLE 21 RPCD IS LAIDOFF, THE RPCD HAS THE FOLLOWING OPTIONS:
  - (1) THE LAID OFF RPCD MAY EXERCISE THEIR SENIORITY AND DISPLACE ONE (1) OR TWO (2) LESS SENIOR PART TIME EMPLOYEES AT THEIR CURRENT DRIVER RATE OF PAY FOR THE DURATION OF THE LAYOFF.
  - (2) THE RPCD MAY ELECT TO TAKE THE DAY OFF BY SENIORITY.
  - (3) THE RPCD MAY BUMP A 22.4 ON A TUESDAY THROUGH SATURDAY WORKWEEK AND WORK SATURDAY AT THE RPCD'S CURRENT DRIVER RATE OF PAY.
  - (4) THE RPCD MAY WORK A 4-10 WORKWEEK SUBJECT TO THE UNION PROPOSAL ON ARTICLE 22 SECTION 2 NCSA.
  - (5) THE RPCD MAY DISPLACE A LOWER SENIORITY 22.3 EMPLOYEE THEY ARE QUALIFIED TO REPLACE, AND BE PAID AT THEIR NORMAL PACKAGE DRIVER RATE OF PAY.
2. NO ARTICLE 22.4 EMPLOYEE WILL PERFORM ANY DRIVING WORK WHILE ANY RPCD'S ARE LAID OFF.
3. RPCD POSITIONS SHALL BE OFFERRED TO ALL FULL TIME EMPLOYEES BASED ON SENIORITY, THEN TO PART TIMERS. IN ACORDANCE WITH ARTICLE 3 SECTION 10 NCSA.
4. ARTICLE 22.4 EMPLOYEES SHALL BE INCLUDED AND MADE A PART OF THE SINGLE FULL TIME SENIORITY LIST IN EACH BUILDING WHERE THEY ARE LOCATED FOR LAYOFF, BIDDING PURPOSES AND THE ASSIGNMENT OF EXTRA WORK ASSIGNMENTS.
5. ARTICLE 22.4 POSITIONS SHALL BE OFFERRED TO ALL FULL TIME EMPLOYEES BASED ON SENIORITY, THEN TO PART TIMERS. IN ACORDANCE WITH ARTICLE 3 SECTION 10 NCSA AND ARTICLE 3 SECTION 1 NCSR.
6. ARTICLE 22.4 EMPLOYEES SHALL SELECT VACATION WITH PACKAGE PER ARTICLE 25 SECTION 7 NCSA.

7. THE PRACTICE OF USING RPCD'S TO PERFORM EARLY AM PACKAGE AND BULK STOP WORK SHALL REMAIN THE SAME. ARTICLE 22.4 DRIVERS SHALL NOT PERFORM EARLY PACKAGE WORK. ANY MOVEMENT OF AIR PACKAGES TO AIRPORTS AND OTHER LOCATIONS INCLUDING BUT NOT LIMITED TO SERVICE CENTERS, UPS BUILDINGS AND DRIVER MEET POINTS SHALL CONTINUE TO BE PERFORMED BY RPCD'S AND AT NO TIME SHALL SUCH WORK BE PERFORMED BY A 22.4 DRIVER.
8. THE WORKWEEK FOR ARTICLE 22.4 EMPLOYEES SHALL CONSIST OF FIVE (5) CONSECUTIVE EIGHT (8) HOUR DAYS WITH ONE SCHEDULED START TIME PER WEEK. NO 22.4 EMPLOYEE SHALL START DRIVING BEFORE THE RPCD START TIME. START TIMES FOR ALL ARTICLE 22.4 EMPLOYEES THAT PERFORM DRIVE-DRIVE WORK WILL BE 9:00 A.M. – 12:00 P.M. AND MUST BE POSTED ON THE PRIOR FRIDAY OF THE WORK WEEK FOR WHICH THE SHIFTS ARE TO BE EFFECTIVE, EXCLUSIVE OF SATURDAYS AND SUNDAYS.
9. THE PROTECTED NUMBER OF RPCD'S SHALL INCLUDE ALL FULL TIME DRIVERS CURRENTLY ON ROLL, INCLUDING ANY DRIVER CURRENTLY IN A PROBATIONARY PERIOD.
10. PENSION RATES PAID ACCORDING TO LOCAL ADDENDUM AND ARTICLE 34 NMUPSA.
11. WAGE RATES ACCORDING TO ARTICLE 41 SECTION 4 NMUPSA.
12. WHEN A HOLIDAY FALLS ON A SEVENTH (7<sup>TH</sup>) DAY OF THE WORK WEEK FOR A 22.4 EMPLOYEE, THE EMPLOYEE SHALL HAVE THE OPTION OF RESCHEDULING THE HOLIDAY AS A FLOATING HOLIDAY TO BE TAKEN AFTER THE ORIGINAL HOLIDAY. THE RESCHEDULING WILL BE DONE IN ADVANCE BY MUTUAL AGREEMENT BETWEEN THE EMPLOYEE AND THE EMPLOYER.
13. 22.4 START TIMES WILL BE OFFERED BY SENIORITY WITHIN THE 22.4 EMPLOYEES IN EACH PACKAGE CENTER
14. THE PARTIES RECOGNIZE THAT DAILY VOLUME FLUCTUATIONS, IN PARTICULAR LIGHT VOLUME ON MONDAYS, MAY PRESENT UNIQUE CHALLENGES FOR SCHEDULING RPCD'S AND 22.4 DRIVERS. ANY LOCAL UNION HAVING A DISPUTE WITH RPCD'S BEING LAID OFF ON MONDAYS WHILE 22.4 DRIVERS WORK A FULL TUESDAY-SATURDAY WORKWEEK SHALL FIRST ATTEMPT RESOLUTION WITH THE LABOR MANAGER. IF THE ISSUE CANNOT BE RESOLVED, IT SHALL BE IMMEDIATELY REFERRED TO THE CO-CHAIR OF THE NOR CAL COMMITTEE AND HE UPS VICE PRESIDENT OF LABOR RELATIONS.

ADDITIONALLY, IT IS NOT THE INTENTION OF THE COMPANY THAT THE ADVENT OF ARTICLE 22.4 DRIVERS WILL MATERIALLY REDUCE THE WORKDAYS OF RPCD'S WHO HAVE NOT OPTED IN TO 9.5 PROTECTION. IF A LOCAL UNION BELIEVES THAT THIS IS TAKING PLACE, THEY SHALL HAVE THE RIGHT TO USE THE DISPUTE MECHANISM SET FORTH IN THE PARAGRAPH ABOVE. THE INDIVIDUALS LISTED ABOVE SHALL FURTHER HAVE THE ABILITY TO MEET, DISCUSS, AND RESOLVE OTHER UNFORSEEN ISSUES THAT MAY ARISE WITH RESPECT TO THE USE OF ARTICLE 22.4 DRIVERS

15. ANY SUPERIOR CONDITIONS CONTAINED IN THE WESTERN REGION OF TEAMSTERS SHALL APPLY.

## Memorandum of Understanding

United Parcel Service, Inc. (UPS) and the Northern California Negotiating Committee (Union) agree to the following:

1. Effective August 1, 2018 and each August 1 of this Agreement, the Union may divert allocations provided in Article 34, Section 1(a) to the applicable Fund to offset required retiree contribution amounts for retiree medical coverage. 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).
2. The one dollar (\$1.00) per year increase provided by Article 34, Section 1(a) shall first be used to satisfy any required Health & Welfare increase necessary to satisfy maintenance of benefits (MOB). If any portion of the one- dollar (\$1.00) increase is remaining after covering MOB costs, the Union can decide to allocate any money available for pension to the applicable retiree healthcare Fund referenced in paragraph 1 above. If any portion of the Article 34 increase is allocated to a Fund to offset retiree medical costs, then UPS' total increase in contributions cannot exceed one dollar (\$1.00).
3. The Employer agrees that the general wage increases provided in the National Master Agreement may be subject to reallocation to the applicable Fund pursuant to this MOU provided Article 34, Section 4 is followed.