



SUMMARY OF THE Teamsters Local 623 Tentative Agreement

- A new “Letter of Agreement” to ensure the company and not the member pay required pension contributions is projected to save each full-time member over five-thousand dollars (\$5,000.00) over the life of the five (5) year agreement and over two-thousand dollars (\$2,000.00) a year in all remaining years of employment provided the Local 623 Supplement is ratified on the first vote. It is projected the company will be required to make an additional six-million dollars (\$6,000,000.00) in contributions to the pension due to the “Letter of Agreement” in our Supplemental Agreement. Obviously, we recommend members vote yes and pass this cost onto UPS, so that way we keep our entire raise each year.
- There will be a minimum of three (3) package car cover drivers per center. These drivers will now be able to bid all available weekly trips in seniority order. Previously these drivers were limited to select from only routes open due to vacations and tractor trailer qualified drivers working in feeders.
- A driver who bid a training route, and is subsequently pulled from the route, shall now dovetail into the center cover list for that week and be able to bid available weekly trips in the interim as seniority permits.
- Any package car driver who feels they have been excessively forced from his/her bid shall have the right to file a grievance. If the matter persists, then it shall be referred to the District Labor Manager and the Principal Officer of Local 623 for review.
- Package car drivers bidding from building to building will no longer be limited to twelve (12) bids per year. Under the new language, bids will change to moves opening up bidding building to building to twelve (12) actual moves. Previously the company simply counted the first 12 package car bids per year even if they were all in the same building.
- There will be no bidding limit from building to building for Article 22.4 full-time combination drivers bidding into a regular full-time package car driver position. This will ensure that the successful bidder will get the higher paying job regardless of which building the job is located.
- Article 22.4 drivers will not have to remain in their new center a minimum of two (2) years if the driver bids a regular full-time package car driver position. This will ensure that the successful bidder will get the higher paying job regardless of how long the 22.4 driver drove in his/her center.

- The third move for a 22.4 full-time combination job will be filled from the combined dovetail list. This will ensure that the job is awarded to a part-time member.
- Full-time preload employees at Oregon Avenue who change jobs must remain in their new center a minimum of two (2) years. The company wanted three (3) years. This puts in writing what we already practice and is applied with other classifications and stopped the company from expanding the time frame to three (3) years.
- Tractor trailer drivers after two (2) consecutive years on the seniority list may bid to another classification when a vacancy or new job occurs. Before, the language limited the other classification to package driver.
- Package car drivers who desire to take a meal period of less than one (1) hour, but not less than one-half (1/2) hour may do so by mutual agreement with the company. This agreement may only be changed at the annual bid and the month of July. Drivers who like a one (1) hour meal still have it. The ten (10) minute paid break remains in place as well as all of the meal period language. This change gives package car drivers options that were not there before.
- New language in a “Memorandum of Understanding” to allow part-time members to bid new article 22.4 jobs.
- When negotiations started on the Supplement the company gave Local 623 twenty-three (23) proposals. The company was looking to get concessions in many areas like seniority, leave of absence, eliminating bidding rights, discipline, consecutive days off, scheduled start times, double- and triple-time pay, expanded use of helpers, “Day after Thanksgiving” holiday, expanded progression for personal and sick days, make it more difficult to get holiday pay and vacation time, de-fund our legal service plan, make it harder to shift transfer and take away the language for part-time members to get full-time jobs. Your Local 623 Supplemental Negotiating Committee gave UPS no language changes they were looking for. Every change we made was to benefit and protect our members. Throughout the entire process UPS repeatedly said they will remain cost neutral but in the end they are not. They will pay out a projected six-million dollars (\$6,000,000.00) in additional pension contributions. UPS gets nothing. Local 623 members stand to save a projected six-million dollars (\$6,000,000.00) in cuts to future raises. Why should we pay, let’s play it smart, vote yes and make UPS pay instead.

TEAMSTERS LOCAL 623

TENTATIVE AGREEMENT

For the Period:

August 1, ~~2013~~ 2018 through July 31, ~~2018~~ 2023

covering:

The parties reserve the right to correct inadvertent errors and omissions. Where no reference is made to a specific Article or Section thereof, such Article and Section are to continue as in the current Agreement, as applied and interpreted during the life of such Agreement. Additions and new language are **bold and underlined**. Language from the prior Agreement that is being deleted is ~~struck through~~.

ARTICLE 50 SENIORITY

SECTION 2 - BIDDING

(1) PACKAGE CAR, AIR DRIVERS, & 22.4 FULL TIME COMBINATION DRIVERS

- (b) The Employer will call each employee within their centers in the office in the order of seniority with the steward present to select their starting time and preferred area. There will be a maximum of three (3) training trips in each Center. The employee will be paid for this time. There will be a minimum of three (3) bid cover drivers per center. These drivers will select, on a weekly basis; ~~to cover vacations and tractor trailer qualified drivers'~~ **all available weekly** trips in seniority order. The steward will be provided a copy of the completed list as well as the Local Union. **A driver who bids a training route, and is subsequently pulled from that route, shall be dovetailed into the center cover list for that week.**

Any package car driver who feels they have been excessively forced from his/her bid shall have the right to file a grievance. If the matter persists, then it shall be referred to the District Labor Manager and the Principal Officer of Local 623 for review.

- (c) In the event a new job or vacancy occurs after the annual January bid, the Employer shall post for ten (10) working days such vacancy or new job for bid in the Buildings where the vacancy or new job occurs. The Buildings agreed to are the Oregon Avenue facility and the facilities located at Hog Island Road. The successful bidder will be moved within three (3) weeks of taking down the bid. The Local Union will be supplied a copy of the bid sheet upon posting and the name of the successful bidder upon completion.

Package car drivers bidding from building to building will be limited to twelve (12) ~~bids~~ **moves** per year. Any new jobs or vacancies after that will be posted in the building where the vacancy or new job occurs. **There will be no bidding limit from building to building for Article 22.4 full-time combination drivers bidding into a regular full time package driver position.**

Vacancies shall be posted within ten (10) working days of the occurrence of the vacancy.

A new job shall be posted within thirty (30) working days.

Any such vacancy or new job shall be awarded to the senior qualified full time bidder, who shall have thirty (30) working days to qualify provided the bidder has changed classification. If the bidder fails to qualify, that person shall revert to their prior status for a minimum of one (1) year from the date of disqualification. Any employees, who disqualify themselves, shall then revert to their prior status for a minimum of two (2) years from the date of disqualification. Full time employees who change centers must remain in their new center a minimum of two (2) years **except for 22.4 combination full-time drivers bidding to a regular full-time package car driver position.**

The open job created by the move in these classifications of the successful bidder will then be posted and awarded to the senior qualified bidder in that center in the same manner as the new job or vacancy was filled. The third (3rd) move, if one occurs, shall be filled by the Employer **unless it is a 22.4 full-time combination job, it will be filled from the combined Dovetail list.** All jobs added in November and December shall be considered to be temporary jobs and not subject to bid.

- (3) FULL TIME INSIDE PRE-LOADERS
(OREGON AVENUE)

- (c) In the event of a new job or vacancy occurs after the annual January bid, the Employer shall post for ten (10) working days such vacancy or new job for bid in the buildings. The buildings agreed to are the Oregon Avenue Facility and the facilities located at Hog Island Road. The successful bidder will be moved within three (3) weeks of taking down the bid. The Local Union will be supplied a copy of the bid sheet upon posting and the name of the successful bidder upon completion. **Full time employees who change centers must remain in their new center a minimum of two (2) years.**

Vacancies shall be posted within ten (10) working days of the occurrence of the vacancy.

A new job shall be posted within thirty (30) working days.

If no full time employee bids an inside job, it will be filled from the combined list of part time employees. No inside jobs will be filled from the outside.

SECTION 5 - TRACTOR TRAILER TRAINING

- (b) After being on the tractor- trailer seniority list for two (2) consecutive years, an employee may bid back to the package driver **another** classification when a vacancy or new job occurs.

**ARTICLE 52
MEAL PERIOD**

SECTION 2

The Employer shall have the right to require employees to take a meal period of one (1) hour. The Employer may direct any employee to work all or part of his one (1) hour meal period, in which event the employee shall receive twenty (20) minutes to eat on Employer’s time and the employee may not be dismissed one (1) hour early but must be worked to the employee’s regular quitting time, producing a minimum of one (1) hour of overtime pay.

Package car drivers who desire to take a meal period of less than one (1) hour, but not less than one-half (1/2) hour may do so by mutual agreement with the Company. This agreement may only be changed at the annual bid and the month of July.

IN WITNESS WHEREOF the parties hereto have set their hands and seals this _____ day of _____, 20138

MEMORANDUM OF UNDERSTANDING

To: Local 623

I am writing this letter to set forth the understanding reached between my Company and your Union regarding certain conditions which shall apply during the life of the parties Collective Bargaining Agreement terminating July 31, 2018 **2023**. Upon acceptance and execution of the

proposed Collective Bargaining Agreement, the following conditions shall be in full force and effect during the life of that Agreement.

LETTER OF AGREEMENT

United Parcel Service Inc. (“UPS” or “Company”) and the Local 623 Negotiating Committee (“Union”) agree to the following in connection with the negotiation of the 2018-2023 Local 623 Supplement:

- 1. The parties agree that notwithstanding the increases in contribution provided in Article 34, Section 1 of the 2018-2023 National Master Agreement (NMA), the Company agrees that the increases to the Pension Fund of Philadelphia and Vicinity (“Fund”) will be 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>
<u>F-T Pension</u>	<u>0.65</u>	<u>0.67</u>	<u>0.71</u>	<u>0.74</u>	<u>0.78</u>

- 2. The hourly increases in contributions provided in paragraph 1 above shall be applied in accordance with the existing Supplement and Plan documents.**
- 3. The increases in the available contributions over the Article 34 negotiated rates shall only become effective if the Local 623 Supplement is ratified on the first vote. If the Supplement is not ratified this Letter of Agreement shall be null and void.**

**Memorandum of Understanding
Between Local 623 and Chesapeake District**

The rules set forth in this memorandum are not all inclusive and can be modified by mutual agreement.

Should the Company implement any 22.4 jobs between ratification of this agreement and the first two (2) weeks in March 2019, an interim secondary interest shall be hung. Each subsequent year, employees wishing to express their interest in becoming Article 22.4 full-time combination drivers will do so on the Dovetail list as outlined in Articles 68 & 50 of this Supplemental Agreement. The Local Union shall be provided with a copy of the interim list and the Dovetail list. The bid lists shall hang for a minimum of two (2) full weeks; upon posting, the Local Union shall be notified. The one (1) year seniority restriction as outlined in Article 68 of this Supplemental Agreement shall be waived for the purpose of this job classification. Once the list is exhausted, the Company will offer to full-time employees before going to the outside if there is the need.

Once the above mentioned lists are exhausted, jobs will be filled in accordance with Articles 68 & 50 of the Supplemental Agreement and Article 22 of the National Master Agreement.

This Memorandum of Understanding expires twenty-four (24) months from the date of ratification.