

TEAMSTERS LOCAL 996

HAWAII

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~~.

SECTION 12 - GRIEVANCE

~~12.02—Stuart M. Cowan, Louis Chang and Frank Yap, and Walter Ikeda are hereby appointed as a panel of arbitrators. One arbitrator shall be chosen as follows: each party shall strike a name or names from the panel and the remaining arbitrator shall serve in the case.—~~

See Article 28, Section 3 of the West Region of Teamsters United Parcel Service Supplemental Agreement.

SECTION 16 – SENIORITY

16.01 Seniority rights for employees shall prevail in the following circumstances:

- (a) Posting and promotion to the extent set forth in paragraph 16.05 below.
- (b) Layoffs.
- (c) Recalls after layoff.

16.02 Trial Period.

(a) PROBATIONARY PERIOD (FULL-TIME)

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.

Notification will be made to all Local Unions within seven (7) days of employment of all new hires. Information will include name, address, social security number, last employer, classification hired into, and date of hire.

(b) TRIAL PERIOD (PACKAGE DRIVER)

Employees transferring from part-time to full-time who are attempting to qualify as a package car driver shall have a thirty (30) working day trial period to qualify and may have up to an additional ten (10) working days at the beginning of his/her trial period, which may result in a total trial period of up to forty (40) working days, provided that all such additional time is spent in classroom training.

In addition to the seasonal period defined in Article 5 of the Western Regional Supplemental Agreement, full time temporary employees may also be used January 1st through January 15th each year and shall not accrue seniority or service credit for any purpose during this period.

(c) PROBATIONARY PERIOD (PART-TIME)

A new part-time employee shall attain seniority when he/she has worked seventy (70) days within a six (6) consecutive month period. Prior to attaining seniority, as defined in this Section, the employee 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 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 six (6) month period.

Notification will be made to all Local Unions within seven (7) days of employment of all new hires. Information will include name, address, social security number, last employer, classification hired into, and date of hire.

16.03 Termination of Seniority. Company seniority shall be terminated and the Employer-Employee relationship shall be severed by the following conditions:

- (a) Discharge
- (b) Voluntary quit
- (c) Layoff of two (2) years

- 16.04 Posting of Seniority List. Within thirty (30) days after the signing of this agreement the Employer shall post in a conspicuous place a list of employees arranged according to their seniority. Claims for corrections to such lists must be made to the Employer within thirty (30) days after posting and after such time the lists shall be regarded as correct. Copies of such lists shall be forwarded to the Union at the same time as they are posted.
- 16.05 Posting and Promotions. In order to afford employees an opportunity to apply for promotion to permanent full-time package car driver and 22.3 job vacancies in higher rated jobs covered by this agreement, notice of such vacancies shall be posted on the Employer's bulletin board for a period of five (5) working days before the vacancy is filled on a permanent basis. The Employer will fill open positions in thirty (30) working days where possible. It is understood that there may be situations or unforeseen circumstances which may warrant an extension. Should this occur, both parties need to mutually agree to the extension. This shall not be construed to preclude temporary transfers and/or hires to fill such vacancies when deemed necessary by the Employer. A copy of the posted notice shall be sent to the Union. All employees of the Employer will be considered in filling such vacancies, but any employee who fails to apply for the vacancy may not claim to be aggrieved when the vacancy is filled. Package car drivers in the Oahu building shall be able to bid once per year on new jobs or vacancies within the Oahu building. Drivers will carry their seniority with them and dovetail into the new center seniority list.

time combination job position shall be given an additional opportunity to qualify for a full-time combination job position six (6) months after the date he/she was disqualified. This six (6) month waiting period shall not be applicable to the filling of a full-time position in another classification.

(7) Full-time combination jobs permanently vacated between December 1st and January 15th shall be bid the first full week after January 15th.

(8) For the purposes of this subsection "permanently vacated" is defined as:

(a) A full-time combination job which has been vacated by an employee who has moved to a new job and has successfully completed his/her trial period in that new job.

(b) A full-time combination job which has been vacated by an employee who has left the employment of the Employer.

(B) It is understood that the Employer shall not be responsible for any costs associated with an employee accepting a bid.

(C) All Article 22.3 opportunities offered for bid within Local 996's jurisdiction shall be specific as to the work to be performed. After successfully completing the probationary period a 22.3 Combination Job employee may request a preferred job opportunity within his/her bid time frame. These job opportunities shall be selected from vacated positions or newly created work. The 22.3 Combination employee's preferred work selection shall not adversely affect the operation of the Employer. There shall be no bumping and seniority shall prevail.

16.06 FULL-TIME COMBINATION JOBS

JOB OPENINGS, VACANCIES AND BIDDING PROCEDURES

(A) All full-time combination jobs which are newly established, or permanently vacated, shall be posted in each of the Hawaii buildings for five (5) working days, during which time employees shall be afforded the opportunity to bid such newly established or permanently vacated jobs, by seniority. The job will be awarded in the following order from the bid:

(1) Offered to existing full-time combination employees.

(2) Offered to part time employees.

(3) The successful bidder, if qualified, shall be awarded the posted vacancy the Monday following the expiration of the five (5) day posting period. Those non-qualified employees shall be awarded the posted vacancy the Monday following the successful completion of their training/orientation.

(4) Employees successfully bidding into a full-time combination job shall be subject to a thirty (30) working day trial period. An employee who fails to qualify, or who disqualifies himself/herself within this thirty (30) day trial period shall return to his/her previous position without loss of seniority.

(5) Once an employee has accepted his/her bid, they must remain in that full-time combination job for six (6) months before bidding on another full-time job based on their Company seniority date.

(6) An employee who disqualifies himself/herself shall not be allowed to bid on any other full-time combination jobs for a period of twelve (12) months following the date he/she disqualifies himself/herself. An employee who fails to qualify for a full-

16.076 Any part-time employee, with six (6) months or more of seniority who becomes a full-time employee shall carry over one half (1/2) of their company seniority for the purpose of qualifying for fringe benefits only.

16.087 Reduction in force and recall. When it becomes necessary to reduce the working force, the last man hired shall be laid off first, and when the force is again increased the men are to be returned to work in the reverse order in which they were laid off, provided, however, the employees are competent in their jobs and can satisfactorily perform the work required.

16.098 In recalling the laid off employee, the Employer shall notify him at the address last given the Employer by the employee. Within seventy-two (72) hours after receipt at such address of the Employer's letter, unless by mutual agreement, the employee must notify the recall office of his intention to return to work. Such employee must also return to work within two (2) weeks of receipt at such address of the Employer's letter, unless by mutual agreement. Failure of the employee to comply with either of these conditions shall be considered as automatic termination of his employment. Prior to the return to work of such recalled employee, casual or part-time employees may be used without violation of seniority.

16.109 Should the volume of work decrease, such as with driver load days; the Employer will give the option to work starting with the most senior employee working his way down the seniority list to the least senior employee.

If a cover driver is used for any reason other than as a replacement for full-time package drivers for the reasons listed in this section (excluding October, November, and December) and a total of thirty (30) days are worked out of

a ninety (90) day period, the Company shall add a permanent regular full-time package car job.

Cover drivers that are used outside of the parameters of the above-stated language shall be guaranteed eight (8) hours pay at the package driver's top rate of pay. Cover drivers who work and unscheduled single day(s) shall be considered outside the parameters of this Agreement and shall be guaranteed eight (8) hours pay at the package driver's top rate of pay, except in cases where a regular package car driver fails to complete his work day.

Part-time employees working as cover drivers shall be credited from the first day of working as a cover drivers for the purposes of wage progression, when promoted to full-time drivers.

	Employment Date	Center Date
1. Gregory Alonzo (9681)	01-03-94	10-24-94
2. Trina Chung (9680)	08-01-95	11-12-96
Ionatana Ala (9681)	09-08-98	04-03-01

SECTION 20 – SCHEDULING WORK

20.05 When delivery area vacancies are scheduled for a week or more, utility drivers shall bid, in seniority order, those vacated areas that are not being used as training routes, on a week by week basis. Once a utility driver is awarded a weekly vacancy bid, in accordance with their seniority, they shall not be removed from that weekly vacancy bid, except when the regular bid driver returns to work during the week. These delivery area vacancies shall be posted by Thursday of the prior week.

When directed on a scheduled day of dispatch, travel time to and from another facility, on the same island, shall be considered paid for time. Employees will use the Employer's vehicles whenever possible. Employees who use their personal vehicle shall be reimbursed at the applicable IRS rate per mile. Employees using their personal vehicles shall be paid for both time and mileage beyond his/her normal commute.

When an employee is directed on a scheduled day of dispatch to another island via plane, travel time shall be considered paid for time. Travel time will be paid from the time the flight departs until the employees return flight arrives. The Employer will pay the cost of the flights.

SECTION 21 - CALL-BACK

21.01 If an employee is called back or otherwise required to return to work after completing his work and clocking out for the day he shall be paid at the overtime rate for all hours worked, however he shall have a minimum pay guarantee for such call-back of four (4) two (2) hours at the straight time rate of pay, unless the employee quits, lays off, requests off or is suspended or discharged prior to completing his assignment.

SECTION 25 – TEMPORARY TRANSFER

Section 25.04 – Available package car work will be offered to the most senior qualified part-time employee **cover driver**. Current and former air drivers shall have seniority over other part-time employees qualified to drive. Cover drivers will work as replacements for full-time package drivers only for the purpose of covering vacations, holidays, jury duty, option week, optional days, funeral leave, sick days and leaves of absence. **Once an employee is qualified as a cover driver, the employee will not have to complete another qualifying period unless the employee disqualifies themselves from the cover driver position. In order for an employee to be promoted to a full time Package Car driver, they must obtain a type 4 license.**

The rate of pay for the cover driver who performs regular package work shall be as follows:

Start START	\$13.91	\$17.50
Twelve (12) MONTHS months	\$14.90	\$18.75
Eighteen (18) MONTHS months	\$15.90	\$19.50
Twenty-Four (24) MONTHS months	\$17.88	\$21.00

When a **cover** driver attains the 24 month rate, he shall receive \$17.88 **\$21.00** per hour. Regular package car work will be defined as recognized established full-time daily delivery and pick-up work.

Cover drivers may be used as temporary replacements only and are not to supplement the work force.

Cover drivers will select vacations with the regular full-time package delivery drivers. Cover drivers will be offered all available weeks by seniority after all of the regular full-time drivers have selected.

Current and former next day air drivers shall be given first consideration for regular full-time package delivery positions until all employees of the attached seniority list have been offered said position.

If a cover driver is used for any reason other than as a replacement for full-time package drivers for the reasons listed in this section (excluding October, November, and December, **and through January 15th**) and a total of thirty (30) days are worked out of a ninety (90) day period, the Company shall add a permanent regular full-time package car job.

Cover drivers that are used outside the parameters of the above-stated language shall be guaranteed eight (8) hours pay at the package driver's top rate of pay. Cover drivers who work an unscheduled single day(s) shall be consider outside the parameters of this agreement and shall be guaranteed eight (8) hours pay at the package driver's top rate of pay, except in cases where a regular package car driver fails to complete his work day.

Part-time employees working as cover drivers shall be credited from the first day of working as a cover driver for the purposes of wage progression, when promoted to full time driver. **Employees who self-disqualify from the cover driver position shall not have their previous cover driver time applied to their full-time package car progression period.**

Employees who disqualify from cover driver positions for whatever reason will not be permitted the opportunity to re-qualify as a cover driver for a period of not less than one year from the date of disqualification. Additionally, after the one year time period has elapsed, a vacancy or new opening must exist and the position will be awarded to the qualified employee with the most seniority. No disqualified driver will be denied part-time to full-time job opportunities.

	EMPLOYMENT DATE	CENTER DATE
1. Gregory Alonzo (9681)	01-03-94	10-24-94
2. Trina Chung (9680)	08-01-95	11-12-96

SECTION 27 – VACATION

27.04 It shall be at the Employer's sole discretion to determine the period during which any employee may take his **their** vacations **from February 1st through January 31st of the following year**, but the expressed preference of the employee by company seniority will be given due consideration. **The company will ensure there are enough weeks available for employees to select all of their accrued vacations and option weeks. This includes enough weeks for cover drivers to select their vacations with the regular full-time package delivery drivers.**

VACATION SELECTION PROCEDURE: For choice of vacation, once a vacation list is posted, the first full week of January is allowed for the top 25% to select in seniority order; the second week of January for the second 25% to select in seniority order; the third week of January for the third 25% to select in seniority order; and the fourth week of January for the fourth 25% to select in seniority order. Those not signing up in their scheduled week shall lose their choice of vacation and must take what is left.

SECTION 28 – HOLIDAYS

28.01 Employees shall receive eight (8) hours pay, to be based on the higher of either (a) the regular straight time rate or (b) the classification worked in the majority of hours during the past two (2) pay periods, for the following holidays falling Monday through Saturday, provided the employee works his scheduled workday immediately before and immediately after the holiday.

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Day after Thanksgiving
Christmas Day	

28.02 Effective January 1, 1991, the named holiday of Presidents Day, Discovers Day, and the Employees Birthday shall be combined with two (2) Floating holidays to make up an optional week. This optional week may be treated as 1.) an additional week of vacation, 2.) the employee may elect to receive pay in lieu of, or 3.) may be taken in individual days. **Effective January 1, 2019, employees with five (5) years or more seniority with the Company will be entitled to two (2) personal days to be taken each year. The scheduling of these personal days will follow the same guidelines as an employee who elects to select their option days as individual days.**

All full weeks of vacation and option weeks are to be selected in seniority order. Employees who elect to take option days one at a time will then select in seniority order. During this process the employee may elect to carry their option day(s) for the vacation year. Employees requesting individual day(s) shall submit, in writing, their request at least three – (3) working days prior to the day(s) requested. The Employer shall notify the employee no later than twenty-four – (24) hours from the date of the Employee's request. These day(s) will be granted on a first come first serve basis. Once an employee makes an optional day selection and it is approved, the approval may not be withdrawn by the Employer. When an excessive number of employees have chosen the same optional day, the Company may limit the number of employees off based upon operational needs. Any unused days will be paid out at the end of the year.

28.03 Whenever any of the above-listed holidays falls on a Sunday, the following Monday shall be considered the holiday. ~~Whenever any of the above holidays falls on a Saturday, the previous Friday shall be considered the holiday.~~

28.04 Any temporary seasonal employee hired between October 1 and December 31 shall not be entitled to any of the above-listed paid holidays which occur during such employee's first sixty (60) calendar days of employment. If such temporary seasonal employee works on any of the above-listed holidays, then such employee shall receive ~~two and one-half (2½)~~ one and one half (1½) times his regular straight time rate of pay.

28.06 If required to work on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day or on a scheduled option week, the employee shall receive, in addition to any holiday pay

herein before provided, two (2) times his straight time rate for all hours worked; provided, however, that if an employee is working with air cargo or is hauling containers he shall receive, in addition to any holiday pay herein before provided, one and one-half (1-1/2) times his straight time rate for all hours worked.

SECTION 34 – FUNERAL LEAVE

~~34.01 In the event of a death of a member of the employee's family, a seniority full-time 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 regular scheduled workweek is five (5) days, and ten (10) times the straight-time hourly rate for those employees whose regular scheduled workweek is four (4) days.~~

~~A regular 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, or step-child, grandchild, father, mother, brother, sister, grandparents, mother-in-law and father-in-law.~~

~~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.~~

~~Better conditions contained in Supplements, Riders or Addenda will be maintained by present employees. All employees hired after July 2, 1982 will be covered by the above language.~~

REFER TO ARTICLE 29 SECTION 2 OF THE NATIONAL MASTER UPS AGREEMENT

SECTION 38

TEAMSTERS-TRUCKERS' OPPORTUNITY PROGRAM

~~38.01 Effective April 1, 1973, the Employer shall contribute, at monthly intervals, five cents (\$.05) per compensable straight time hour earned by each employee covered by this agreement to the Teamsters-Truckers' Opportunity Program. Effective April 1, 1979, and for the duration of this agreement, the Employer will cease all contributions to the Teamsters-Truckers' Opportunity Program.~~

COMPANY COUNTER PROPOSAL - JULY 16, 2018

August 1, 2013~~8~~

HAWAII TEAMSTERS AND ALLIED WORKERS, LOCAL 996
1817 Hart Street,
Honolulu, Hawaii 96819

PART TIME EMPLOYEES

Gentlemen:

As part of a settlement of the collective bargaining agreement effective August 1, 2013~~8~~ through July 31, 2018~~23~~, between UNITED PARCEL SERVICE and HAWAII TEAMSTERS AND ALLIED WORKERS, LOCAL 996, covering production employee, it is understood and

agreed that the following provisions shall be in effect for regular part-time employees:

1. Minimum Time (Section 19). A regular part-time employee ordered to report to work and who so reports at the specified time shall receive a minimum of three and one-half (3½) hours of work.
2. Shift Premium (Section 20). The provisions of Section 20, Shift Premium, shall not be applicable to part-time employees.
3. Scheduling of Work (Section 20). The workweek shall consist of any five (5) consecutive "shift days." Whatever day of the week any one of the five (5) consecutive "shift days" falls, including Saturday and Sunday, no overtime will be paid. Overtime will be paid, however, on the sixth (6th) and seventh (7th) "shift days".

A regular part-time employee who is order to report shall be advised by posted notice or otherwise not later than the end of his preceding workday of his starting time for the next workday. Otherwise he shall be notified not later than 9:00 p.m. on the preceding day. If the Employer secures new work for the next day at a time too late to comply with the preceding paragraph, he may call employees to perform such work at any time; provided, however, the acceptance of such work shall be at the employee's option.

If work scheduled for the next day is canceled by a customer, employees affected may be notified without penalty not to report to work not later than 9:00 p.m. of the day preceding the day upon which work is to be performed.

4. Vacations (Section 27). Any regular part-time employee covered by this agreement who has been in the employment of the Employer for a continuous period of one (1) year but less than five (5) years shall be entitled to a vacation of two (2) weeks with pay computed on the basis of the average number of hours worked per week during the year the vacation was earned or a minimum of seventeen and one-half hours (17 ½) per week.

Any regular part-time employee covered by this agreement who has been in the employment of the Employer for a continuous period of five (5) years but less than ten (10) years shall be entitled to a vacation of three (3) weeks with pay computed on the basis of the average number of hours worked per week during the year the vacation was earned.

Any regular part-time employee covered by this agreement who has been in the employment of the Employer for a continuous period of ten (10) years but less than twenty (20) years shall be entitled to a vacation of four (4) weeks with pay computed on the basis of the average number of hours worked per week during the year the vacation was earned.

Any regular part-time employee covered by this agreement who has been in the employment of the Employer for a continuous period of twenty (20) years but less than twenty-five (25) years shall be entitled to a vacation of five (5) weeks with pay computed on the basis of the average number of hours worked per week during the year the vacation was earned.

Any regular part-time employee covered by this agreement who has been in the employment of the Employer for a continuous period of twenty-five (25) years or more shall be entitled to a vacation of six (6) weeks with pay computed on the basis of the average number of hours worked per week during the year the vacation was earned.

Previous year vacation time taken shall be included in the computation of number of hours worked for the ensuing vacation.

5. Holidays (Section 28). Provisions and benefits for holidays as stated in Section 28 of the agreement shall be applicable to regular

part-time employees who normally had been scheduled to work on such holidays except that the number of hours of holiday pay due shall be four (4) hours.

6. Sick Leave (Section 29). The provisions of Section 29 shall be applicable to regular part-time employees except that sick leave benefits will be computed on the average number of hours worked per day during the year sick leave benefits were earned with a minimum of three and one-half hours (3 1/2).

It is also agreed and understood that all hours of earned sick leave benefits will be credited as hours worked for the purpose of computing sick leave benefits and vacation pay. Previous year sick leave time taken shall be included in the computation of number of hours worked for the ensuing sick leave benefits.

7. Medical Plan (Section 31) See National Master Article #34, Section 2 – Part-Time Medical Coverage.

8. Industrial Accident (Section 30). Section 30 of the agreement shall be applicable to regular part-time employees except that the Employer will supplement the compensation paid under the State Worker' Compensation Act so that the employee will receive the equivalent of his regular scheduled workday of up to eight (8) hours each at his regular straight time rate for the first seven (7) calendar days for each disability. Such supplemental compensation shall not exceed two (2) calendar weeks pay in any one year of service. This benefit will be paid for injury or illness incurred only while working for the Employer.

9. Jury Service (Section 32). Section 32 of the agreement is applicable to regular part-time employees except that the straight time amount the employee "would have earned had he worked" will be the same as the number of hour worked on the last previous workday but shall not exceed eight (8) hours. Payment will be made only for those days the employee would be regularly scheduled to work.

10. Funeral ½ (Section 34). Section 34 of the agreement is applicable to regular part-time employees. Payment will be made only for those days the employee would be regularly scheduled to work.

11. Pension Plan/Savings (Section 37).

- 11.01 Regular part-time employees shall be covered by the Employer's existing pension plan.

- 11.02 Savings – Effective August 1, 1997, United Parcel Service shall make contributions at the rate of forty cents (40 cents) per compensable hour into the Pacific Coast Benefits Trust (herein "Trust") on behalf of all employees covered under this Rider on whose behalf United Parcel Service was obligated to make contributions in the Trust immediately prior to August 1, 1997. With respect to employees whose first hour of employment (or reemployment) with United Parcel Service is on or after August 1, 1997, United Parcel Service shall make contributions at the rate of forty cents (40 cents) 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 employee's completion of 600 hours of employment (or reemployment) 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 600 hours of employment (or reemployment) as the case may be. Provided, however, that United Parcel Service shall not contribute for more than 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 day of the following month. United Parcel Service acknowledges that it has received a true copy of the Trust document and shall be considered a party thereto. It is understood and agreed that United Parcel Service accepts the terms and conditions of this Trust and agrees that the Employer Trustees named pursuant to the Trust are its representatives and consents to be bound by the actions and determinations of the Trustees. United Parcel Service further agrees to abide by such rules as may be established by the Trustees of said Trust to facilitate the audit of hours for which contributions are due, the prompt and orderly collection of contributions, and the accurate recording of such hours.

Holidays, sick pay and vacation time paid for but not worked shall be considered as time worked for this savings section and with regards to pension contributions, but no payments shall be made of overtime hours, unused sick pay benefits or pro-rated payments made in cases of separation except retirement from the Company.

The Employer shall not be obligated to make payments into the Trust Funds of amounts in excess of those which are deductible from gross income by the Employer under Section 404 of the Internal Revenue Code.

The total amount due for each calendar month shall be remitted in a lump sum no later than the 20th day of the following month.

12. Part-time Employees - Wages.

(A) Present Part-time Employees

All part-time employees who have attained seniority as of August 1, ~~1997~~ **2018** will receive the following general wage increase:

Refer to Article 22, Section 5 Wages of the National Master United Parcel Service Agreement.

Part-time employees shall receive one dollar (\$1.00) per hour above their regular wage rate for all hours or portions of the hour while operating package cars on property.

Employees moving vehicles. (package cars or tugs on public roads) shall receive \$1.50 per hour above his regular wage rate for all hours or portions of the hour when moving such vehicles has been assigned to him.

- 13. All other provisions of the agreement, unless specifically stated otherwise, apply to regular part time employees. A regular part time employee is defined as any employee who is not regularly scheduled to work more than thirty (30) hours per week.
- 14. Helpers can be utilized between ~~10~~ **October** 15th and **January 15th** ~~1-15~~.
- 15. If drivers are laid off, helpers cannot be utilized until the laid off driver is offered work as a driver or as a helper and paid the drivers rate of pay.
- 16. Inside helper will be used first prior to the hiring of helpers from off the street.
- 17. Off the street helpers will receive ~~\$11.00~~ **the wage rate for Newly Hired part-time employees shown in Article 22, Section 5 of the National Master United Parcel Service Agreement.**
- 18. Insiders who work as driver helpers will get ~~\$1.00 more than the other rate of pay \$12.00~~ **their current inside rate of pay.**
- 19. Helpers using golf carts, bikes, or similar devices may only be used ~~10-~~ **from October 15th through January 15th.** - ~~12-31~~ Inside

employees will have the first opportunity to full these position and be paid their inside rate of pay. Helpers using these devices may not be used ~~in~~ **after** January **15th.**

- 20. January Helpers; Inside employees will get the first opportunity prior to outside hires to work as helpers in January. Inside employees will be paid ~~\$13.00 per hour~~ **their current inside rate of pay** when working as a helper in the month of January.
- 21. Bid drivers shall not be pulled off their routes when helpers are being utilized from ~~10~~ **October 15th through January 15th** ~~1-15~~ for the purpose of using helpers to deliver their routes.

Please indicate your understanding and acceptance of the foregoing by signing and returning four (4) copies of this letter to the undersigned.

Understood & Agreed:

Very truly yours,

~~HAWAII TEAMSTERS & ALLIED UNION, Local 996~~ ~~UNITED PARCEL SERVICE WORKERS~~

By its _____ By its _____

TA reached on 7/17/18

For the Union Date For the Company Date

**Memorandum of Agreement
Between
UPS and Teamsters Local 996**

When Full-time Package car vacancies become available, the position will be filled in seniority order from the Part-time to Full-time posting from that package center (ie. Oahu, Maui/Molokai, Hilo, Kona, and Kauai).

Once the Part-time to Full-time list has been exhausted, Full-time package car drivers from all other centers within the Hawaiian Islands may be used to fill those Part-time to Full-time vacancies by Full-time seniority.

Existing Package car drivers interested in filling openings in the other Hawaii package centers, within the six (6) to one (1) PT to FT openings, will sign a roster indicating which island(s) they are interested in.

Part-time employees shall have the right to fill Full-time positions within their Local Union jurisdiction before accepting transfers from the Master Transfer Roster on a 6 for 1 basis in each facility within Local 996's jurisdiction (six part time to full time within each facility to every (1) transfer within each facility) West, Section 6.4.

The filling of these vacancies will be by seniority and will be at the sole discretion of the Company.

A package car driver who moves to a neighboring Hawaiian Island shall retain his/her Company seniority for the purpose of fringe benefits, but shall be placed at the bottom of the center seniority list for the purpose of layoff, rehire, bid and the selection of vacation.

Those Full-time package car drivers moving to a neighboring Hawaiian Island will be responsible for any costs incurred due to the move. The Employer shall not be responsible for any costs.

This agreement expires with the 2018-2023 Contract.

For the Union Date For the Company Date