



SUMMARY OF THE Teamsters Joint Council 37 Package and Sort Tentative Agreement

Joint Council 37 Package Rider

Article 1.3: Regular package car drivers protected from being placed on call when a 22.4 combination employee is scheduled to drive in the center.

Article 1.9 (A): Expansion of building seniority rights for regular package car drivers.

1.10: Use of seasonal package car drivers through January 15, if needed, to reduce excessive overtime of regular package car drivers and to prevent supervisors from performing bargaining unit work. Company must also pay full pension rate for hours worked by a seasonal driver.

2.1 (G): Improved pay provisions for attending feeder school.

2.1 (H): Improved and more structured bidding procedure for feeder promotions. Package drivers retain first rights to feeder promotions with new language that also expands feeder opportunities to full-time combination and part-time employees who possess a Class A CDL.

3.8: Use of feeder casuals through January 15, if needed, to reduce subcontracting. Company must also pay full pension rate for hours worked by a casual feeder driver.

4: Improved work rules for Teamster-represented mechanics including new bidding and training provisions.

5.2(D): Full-time inside employee obligation to remain on current bid job reduced from six months to three months when bidding on an existing full-time inside job that becomes vacant.

5.4(A)1: Improved permanent reduction of work bumping rights for full-time inside employees.

6.6: Improved provisions for in-state transfers.

7.3: Improved compensation when obtaining an airport badge.

8.3 and 8.5: Number 1 issue for our members was to protect health and welfare benefits for active full-time employees and to establish a program to reduce health and

welfare costs for retirees. The union was successful in protecting and maintaining our full-time active health and welfare benefits. The union was successful in negotiating a new provision providing for a UPS Retirees Subsidy Fund to reduce the monthly co-pays of UPS retirees and their spouses.

11: Pension language reflects current hourly pension rate of \$12.18 per hour and provides for additional increases to pension over the term of the new contract per Article 34 of the National Master UPS Agreement.

13.5: Increased number of employees allowed off for optional holidays.

19: 22.4 work rules that are in addition to those provisions contained in Article 22.4 of the National Master UPS Agreement. These provisions only apply to areas with weekend ground delivery operations.

19: 22.4 combination employees are full-time employees receiving the same pension, health care and other fringe benefits as all other full-time employees under the Joint Council 37 Package Rider.

19: Protections for regular package car drivers (RPCDs), both in the dispatching of regular and extra work, when 22.4 combination employees are utilized in a center.

Joint Council 37 Sort Rider

1.5(F): Part-time employees provided more opportunities to bid into full-time jobs.

1.5(H): New language that expands part-time employees' ability to promote to feeder, including a new provision for part-time employees who already hold a Class A CDL.

- Elimination of the 2-for-1 off-the-street hiring ratio for feeder promotions improving part-time employees' chances for getting a feeder promotion.
- Improved pay provisions for part-time employees when attending feeder school.
- Pay structure and progression credit improved for part-time employees when working as a backup feeder

driver.

1.7: A second 10-minute paid break when part-time employees work more than six hours in a shift.

1.8: Improvements to helper pay for inside employees during peak season.

2.4: Improved provisions for in-state transfers.

3.4: Provision providing for an additional hourly pay increase of 25 cents per hour to part-time employees effective August 1, 2018, over and above the amounts contained in the National Master UPS Agreement. Comes from a reallocation from Article 34.

3.4: Provision allowing for the possibility of future reallocations from Article 34 to wages in years two, three, four and five of the contract.

3.5: If UPS gives additional benefits, wages or bonuses on a particular shift to attract or retain part-time employees, they have to give it to all employees on the shift.

4: Part-time employees remain in the Teamsters Western Region Health Care Plan for active and retired health and welfare benefits.

5.2: Improved language on employee notification to company while on workers' compensation.

7: Pension language reflects current hourly pension rate of \$10.28 per hour and provides for additional increases to pension over the term of the new contract per Article 34 of the National Master UPS Agreement.

9(C): Additional hourly pay increase of 5 cents per hour to part-time employees effective August 1, 2018, over and above the amounts contained in the National Master UPS Agreement. Comes from a reallocation from the Legal Services Trust Fund.

10.5: Increased number of employees allowed off for optional holidays.

TEAMSTERS JOINT COUNCIL 37 PACKAGE RIDER 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 3 - ON CALL DRIVERS

- (A) In centers dispatching twenty (20) or fewer drivers, the least senior driver dispatched shall be guaranteed four (4) hours pay. In centers dispatching more than twenty (20) drivers, the two least senior drivers dispatched shall be guaranteed four (4) hours pay. Such drivers who are placed on call shall be given a start time by 12:00 noon for that day. If no start time is given by 12:00 noon then the employee is released for the day after having contacted the center. **No package driver shall be placed on call any day an Article 22.4 full-time Combination Driver is scheduled to drive in the center.** ~~This language shall not apply to employees who have attained seniority prior to July 31, 1993. Any other driver placed on call shall be given a start time within two hours of the center's average start time; otherwise he shall be released for the day after having contacted the center.~~
- (B) ~~The above shall apply to each building except where the Company and the Local Union have agreed to multiple centers within a building. Should the Company's operational needs indicate the need to establish multiple centers within a building where they have not been established, the Company will meet with the Local Union and the negotiating committee and review such change. The Company and Union will mutually agree on seniority application before such changes occur.~~

SECTION 9 – LAY-OFF

- (A) Package drivers hired after ~~July 31, 1997~~ **July 31, 2008** shall be subject to lay-off with-in the Center in which they work up to a maximum of five (5) consecutive working days. After having been laid off for five (5) consecutive working days in any calendar year, the employee shall be able to exercise his building seniority rights for the remainder of that calendar year.

SECTION 10 – SEASONAL PERIOD FULL-TIME PACKAGE DRIVERS

In addition to the seasonal period defined in Article 5 of the Western Region Supplemental Agreement, temporary full-time package drivers 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. Seasonal full-time package drivers will be paid the regular full-time package driver starting rate in accordance with Article 41 of the National Master UPS Agreement.

**ARTICLE 2
BACK-UP FEEDER DRIVERS**

SECTION 1 – PACKAGE DRIVER TO BACK-UP FEEDER

- (G) Package drivers **shall be paid \$15.00 per hour for the non-productive time spent in feeder training school. A package driver** who successfully completes the feeder training school and becomes a back-up feeder drivers shall be paid **the difference between what they were paid and their feeder hourly wage rate** for the non-productive time spent in feeder school. Payment shall be made no later than the pay period following successful completion of feeder school.
- (I) **In Hub operations within the jurisdictions of Local 162, 483, 670 and 962, each October the Company will post new sign-up lists in each building for a thirty (30) day period in which full-time package drivers, full-time combination, and part-time employees may choose to indicate their desire for a full-time feeder job. In April of each year the same list shall be posted for any employee who wishes to have their name dove-tailed to the current year lists to be effective June 1. All employees are eligible to sign the lists but the order of call shall be:**

- 1. Package drivers are offered first and dovetailed on the list based on their package driver classification date. This is group one for the order of call.**
- 2. Full-time combination employees and part-time employees with a Class A CDL are called second and dovetailed on the list based on their Company seniority date. This is group number two for the order of call.**
- 3. Full-time combination employees and part-time employees who have been previously trained as an air driver, 22.4 combination driver, car parker or car washer, are called third and dovetailed on the list based on their Company seniority date. This is group number three for the order of call.**

An employee who does not sign up during the established sign up periods shall have the right to add their name to the appropriate group list but will be end tailed.

The Company will post emergency sign up lists after exhausting the regular sign up lists outside the regular posting periods.

In Locals 58, 206 and 324 the Company will continue to post feeder sign up lists on an as needed basis per Local practice.

In Local 162 the sign up lists are posted in each building but are combined for the whole jurisdiction. All other sign up lists outside of Local 162 are based on Local practice. The Company agrees that the practices for sign up lists in other Local Unions outside of Local 162 shall be modified at the request of the affected Local Union.

ARTICLE 3 FEEDER DRIVERS

SECTION 8 – CASUAL FEEDER DRIVERS

Casual feeder drivers shall be used in accordance with Article 6, Section 1, of the Western Supplement during peak season. **Casual feeder drivers may be used October 1st through January 15th each year.** Casuals may also be used at other times of the year as mutually agreed between the Company and Local Union. **Casuals shall not accrue seniority or service credit for any purpose.** It is further agreed that such drivers will be paid at the rate of **\$18.00** \$14.465 for the life of the current agreement.

ARTICLE 4 MECHANICS

SECTION 1 – APPRENTICE

It is agreed that there shall be not over one (1) apprentice to each shop employing four (4) Journeymen or less, and one (1) additional apprentice for each four (4) additional Journeymen employed. **The title of apprentice shall only apply to those employees who do not possess the required ASE certifications, or Company equivalent, at the time of hire and shall only apply until such time as such certifications, or Company equivalent, are achieved.**

SECTION 3 – CALL BACKS

Any full-time mechanic required to report back to work **by Management** after **leaving the shop** more than one (1) hour intermission after completion of his day's work shall be paid

time and one-half (1½) for all time worked, with a guarantee of three (3) hours pay per call back. ~~The mechanic will be released as soon as he has completed the emergency work they were called to perform.~~

SECTION 4 – SPECIAL TOOLS

All special and heavy duty tools such as torque wrenches, test equipment, hydraulic equipment, spray equipment, or pneumatic tools required by the Employer shall be furnished by the Employer. Each employee covered by this agreement shall be required to furnish a normal complement of hand tools, but this does not include expendable tools such as taps, drills, dies, hacksaw blades, cutting chisels, files and easy-outs. **The Employer will reimburse employee's for prescription safety glasses at the rate of one pair every other calendar year, not to exceed three-hundred dollars (\$300.00) per pair.**

SECTION 5 – TOOL INSURANCE

(A) The Employer shall reimburse the employee for the loss of required hand tools and/or tool boxes due to fire, theft, or catastrophe on the Employer's premises, or while in the service of the Employer, provided that such loss is not caused by the employee's negligence. Claims will be honored only for tools and/or tool boxes which have been listed on an appropriate inventory form filed with the Employer **no less frequently than annually.** The employee shall notify the Employer whenever employee removes his tools and/or tool boxes from the Employer's premises.

(B) The employer shall replace or repair any broken or damaged tools that are not covered under a manufacturers warranty. The tools must have been listed on an appropriate inventory form filed with the employer **no less frequently than annually** and the tools must be used exclusively at United Parcel Service. **Prescription safety glasses are excluded from this provision.**

SECTION 7 – SHIFT CHANGE REQUESTS AND NEW OPENINGS

There shall be an annual bid of all mechanic shifts and positions in each facility each calendar year. The annual bid will take place the first full week of September and be effective the first full week of January. Mechanics shall be allowed to express in writing their preference of shifts, new positions and openings in various shifts within the same facility. **Newly created and open positions will be posted for bid and awarded to qualified employees within their current facility and classification in seniority order.** These openings shall be filled from that preference list in seniority order prior to hiring off the street, provided the employee is qualified to perform the work. **For purposes of this section, "qualified" shall be defined as possessing or being able to achieve the required certification(s) prior to starting the bid, including achieving their CDL if required for the bid and the bidder does not already possess one. Employees shall be responsible for all cost associated with achieving their initial CDL. If available, the employer will allow the employee to use company equipment, accompanied by a certified Feeder Management Trainer, to take their CDL test. The Employer shall provide all other necessary training.**

Employees shall notify the Employer of their desire to be trained for additional certifications and the Employer shall make every effort to provide such training within six (6) months of the request.

ARTICLE 5 FULL-TIME INSIDE EMPLOYEES

SECTION 2 – JOB BIDDING

(D) Employees selecting an open or existing full-time, inside job, shall be obligated to remain on that selection for a period of ~~six (6)~~ **three (3)** months before selecting another existing open full-time, inside job. Newly created full-time, inside jobs shall be open to selection to any full-time, inside employee.

SECTION 4 – REDUCTION OF WORK

(A) Any full-time, inside employee whose workday is permanently reduced to less than eight (8) hours shall have the following options:

1. Bump the least senior full time, inside employee who is working within the same facility. **Any full-time inside employee(s) displaced by the bump shall then have the right to bump the least senior full time employee(s) within the jurisdiction of the Local Union as defined in Section 2(B) of this Article. Any affected full-time inside employee may not displace a hazmat responder, acceptance auditor and/or any position requiring driving duties, unless they are currently qualified to perform that work. Any affected full-time inside employee that does not have the qualifications to bump the least senior employee shall proceed to steps 2 and 3 below, unless they are able to become qualified.**
2. Keep the reduced job assignment and dovetail back onto the part-time Seniority list at the appropriate part-time wage rate and contract provisions.
3. Dovetail back into his original part-time list at the appropriate part-time wage rate and contract provisions.

All Sort Rider provisions shall apply to any employee selecting #2 or #3 above except for Health and Welfare coverage which shall continue under the Package Rider provisions up to sixty (60) days.

Any employee choosing options 2 or 3 and who subsequently passes twice on an open or newly created full time job, shall lose their seniority position on the full time inside job seniority list and shall not be eligible to sign up for future full time inside jobs for a period of one (1) year.

Any employee, so affected, shall also have the right to select the next open or newly created job in accordance with Section 2(d) of this Article.

Any employee whose original job is reestablished to a full eight (8) hour assignment within sixty (60) days and who has not selected another full time inside job shall be reassigned to his original job.

ARTICLE 6 SENIORITY

SECTION 1 – SENIORITY LISTS

(D) Effective upon ratification, the following shall be used to determine the seniority order for placement of newly hired and transferred employees on a seniority list as a tie-breaker only:

1. First day worked in Local Union’s jurisdiction.

2. Alphabetical order. Last name first. First name second. Middle name third.

SECTION 3 – BIDDING

Package drivers hired after ~~July 31, 1997~~ **July 31, 2016** shall not be allowed to bid an open area in another Center until they have reached their second anniversary with the Company, except in the case of a permanent lay-off.

SECTION 6 – ABILITY TO TRANSFER

Any bargaining unit employee, other than full time package and feeder drivers, covered by this agreement, and a member of a Local Union within the State of Oregon shall be eligible to transfer to any other location within the State of Oregon. Any bargaining unit employee, other than full time package and feeder drivers, covered by this agreement and a member of Local 483 shall be eligible to transfer to any other location within that Local’s jurisdiction. Transfers shall be made in accordance with the following:

~~(B) The employee must provide a transfer request to the Company by October 1st of each year. **An employee who wishes to transfer to another location may submit a written request to the Employer.** This request form will state the employee’s name, seniority date, job classification, facility and job desired. The request form shall be signed by the employee and a company representative with a copy to be retained by the employee. **Such request will remain active for the remainder of the calendar year.** These requests shall be forwarded to the District’s HR Department, and a master list shall be compiled and posted at each UPS facility by November 1st of each year. The company shall maintain a master transfer list, and the employee’s names will be placed on that list by facility, seniority date and job requested. Any employee who alleges that any information on the list is inaccurate, shall notify the Company and Local Union, in writing, by December 1st of that year. Failure to do so, within the specified time period, shall result in the list being deemed complete and final. Transfers will be granted from this list beginning from January 1st through September 30th of the following year. No transfers will be granted during October, November, and December.~~

(C) Seniority part-time employees shall have the right to fill full time positions in all buildings before accepting transfers from the master transfer list on a four (4) for one (1) basis.

(D) ~~The master list shall contain the job classifications of Mechanic, Full-Time Inside and Part-Time Employee. Transfers shall **may** be limited to two (2) transfers from each classification to each facility per year.~~

Any employee transferring under this provision shall be end-tailed for the purposes of lay-off, bidding, vacation, and holiday selection. The employee shall maintain their Company seniority for all other entitlements. The transferee releases their selected vacation schedule for the year in which the transfer is granted. They shall be paid vacation according to their original vacation schedule. The transferee may be granted their original vacation selection if that week is available at their new center. If the Company is unable to grant that selected week due to the existing vacation schedule at the center or staffing shortage, then the employee shall be granted time off at mutually agreeable times.

(E) A transfer under this provision must be accepted by the employee within forty-eight (48) hours of notification. The transferring employee shall report to work in their new location within two (2) weeks. Any employee declining a requested transfer, shall **not be permitted to submit additional transfer requests for the remainder of that calendar year.** ~~be removed from the transfer list.~~

**ARTICLE 7
WAGES**

SECTION 1

The following are the wage rates for employees who have completed progression in the job classifications listed below. Package drivers who operate pup trailers shall receive an additional \$.25 per hour over and above their contractual wage rate. Full-time employees who perform bid air work refer to Article 40 of the National Master Agreement. Employees currently in progression, entering into progression, Full-time Inside Employees, **22.4 Full-time Combination Employees** and Apprentice Mechanics refer to Article 41 of the National Master Agreement. **Trailer Mechanics refer to Article 39 of the National Master Agreement.**

	<u>Package</u>	<u>Feeder</u>	<u>Journeyman Mechanics</u>
8/1/2013	33.01	33.495	33.70
8/1/2014	33.71	34.195	34.40
8/1/2015	34.41	34.895	35.10
8/1/2016	34.81	35.295	35.50
2/1/2017	35.21	35.695	35.90
8/1/2017	35.71	36.195	36.40
2/1/2018	36.21	36.695	36.90

Update to reflect increases to hourly wage rates.

SECTION 3 – AIRPORT BADGING

The Employer will reimburse employees for the cost to park a personal vehicle when obtaining an airport security badge up to a maximum of \$14.00 per occurrence. Employees shall be required to give the Employer the parking receipt to obtain reimbursement.

If a Full-time employee is required to take a day off from work to obtain an airport badge, they shall be compensated at their regular straight time hourly rate of pay for all time spent to obtain said badge up to their daily guarantee, as well as paid mileage for all miles in excess of their regular commute at the applicable IRS rate. This provision does not apply to lost or damaged badges due to no fault of the Employer. Employees on-the clock and working and are required to obtain a badge while doing so shall be paid for all time spent obtaining said badge.

**ARTICLE 8
HEALTH AND WELFARE**

SECTION 1 – EMPLOYER CONTRIBUTIONS

Effective August 1, 2013 ~~2018~~, (based on July 2013 ~~2018~~ hours) the Employer shall pay to the Oregon Teamster Employers Trust the sum of \$1,364.29 **\$1,630.04** per month as set by the Trustees for the Plans listed below for each employee under this agreement who will have been compensated by the Employer for not less than forty (40) hours (except as indicated in “New Hires” below) during the previous calendar month. It shall be the duty of the Trustees of the Oregon Teamsters Employers Trust to prescribe insurance coverage and benefits for such amount of premium to cover employees under this contract. Insurance coverage is provided under the following plans: FWL - D6 - V4 - R3 - STL.

SECTION 5 – OTET UPS RETIREES SUBSIDY FUND

(A) The Company shall work jointly with the Joint Council 37 Union Negotiating Committee to establish the UPS Retirees Subsidy Fund at the Oregon Teamster Employers Trust. The purpose of the Fund is to reduce the monthly co-pays of UPS retirees and their spouses who participate in the non-Medicare and Medicare retiree health and welfare programs offered by the Trust.

The UPS Retirees Subsidy Fund shall only apply to full-time UPS bargaining unit employees who retire after August 1, 2018 and who at the time of retirement meet all eligibility requirements of the Oregon Teamster Employers Trust to participate in the non-Medicare and Medicare retiree health and welfare programs offered by the Trust. As a result of Local Unions employing UPS bargaining unit employees on an Article 16.1 National Master UPS Agreement leave of absence, all Joint Council 37 affiliated Local Unions, including Local Union 483, shall be allowed to participate and contribute in the Fund provided the Local(s) make a contribution equivalent to that made on behalf of UPS bargaining unit employees, and provided they are also participants in the Oregon Teamster Employers Trust health and welfare plans and meet all eligibility requirements.

(B) Contributions shall be paid by the Company to the Oregon Teamster Employers Trust UPS Retirees Subsidy Fund on account of each full-time employee of the bargaining unit for which compensation was paid (all compensable hours up to a maximum of 2,080 hours per calendar year) in amounts to be determined each year in accordance with this section.

Contributions to the UPS Retirees Subsidy Fund will be reallocated as determined by the Joint Council 37 Union Negotiating Committee and as provided for in Article 34 of the National Master UPS Agreement. Any health and welfare contributions in each year of the contract that are not required by the Trustees of the Oregon Teamster Employers Trust to be utilized for maintenance of benefits under Article 34 of the National Master and Section 3 above, shall be allocated to the UPS Retirees Subsidy Fund as determined by the Joint Council 37 Union Negotiating Committee. The Joint Council 37 Union Negotiating Committee is authorized to reallocate any portion of an hourly pension increase to the UPS Retirees Subsidy Fund. If any portion of the Article 34 increase is allocated to the Subsidy Fund in any contract year, then UPS' total increase in cost cannot exceed one dollar (\$1.00). The Union shall not be allowed to allocate monies to the Subsidy Fund ahead of the Pension fund if the latter becomes subject to a Rehabilitation or Funding Improvement Plan.

(C) The Company shall remit contributions to the Oregon Teamster Employers Trust UPS Retirees Subsidy Fund by the 15th day of each calendar month for all hours compensated in the previous month.

(D) In order to build a strong and stable financial foundation the UPS Retirees Subsidy Fund will build its initial financial reserves during the startup period which will commence for a minimum twelve (12) month period that will begin from the first day of contributions. The subsidy of co-pays for UPS retirees and their spouses is tentatively scheduled to begin no sooner than January 1, 2020, or as otherwise determined by the Joint Council 37 Union Negotiating Committee. The amount and form of the subsidy shall also be determined by the Joint Council 37 Union Negotiating Committee.

(E) Any costs associated with administering the UPS Retirees Subsidy Fund will be deducted from the Fund.

ARTICLE 9 WORKERS COMPENSATION

SECTION 2 – NOTIFICATION TO COMPANY

The employee shall notify the Company of their status regarding ability to return to employment after their first doctor's visit and every other week thereafter.

ARTICLE 11 PENSION

SECTION 1 – EMPLOYER CONTRIBUTION

(A) Pension contributions payable into the Western Conference of Teamsters Pension Trust Fund on account of each full-time employee of the bargaining unit shall be paid for each hour for which compensation was paid (all compensable hours) up to a maximum of 2080 hours per calendar year.

August 1, 2012 — \$9.83 Per Hour
August 1, 2017 \$12.18 Per Hour

Additional contributions Contributions to pension will be made in accordance with Article 34 of the 2018-2023 National Master UPS Agreement.

ARTICLE 12 TEAMSTERS LEGAL SERVICES TRUST FUND

(A) Effective August 1, 2008 2018 UPS shall pay into the Western Conference of Teamsters Legal Services Trust Fund the sum of \$25.95 \$17.30 per month on all eligible full time seniority employees. The total amount due for each calendar month shall be remitted in a lump sum not later than ten (10) days after the last business day of each month. UPS agrees to abide by such rules as may be established by the Trustees of said Trust to facilitate the determination of the hours for which contributions are due, the prompt and orderly collection of such amounts and accurately recording of such hours and such amounts paid on behalf of each such full time seniority employee covered by the Agreement.

(C) Effective August 1, 2018 (on August 2018 hours), and in every successive calendar month going forward of this Agreement, the Company shall contribute five cents (\$0.05) per hour on behalf of each full-time bargaining unit employee to the OTET UPS Retirees Subsidy Fund outlined in Article 8 Section 5 of the JC37 Package Rider. This contribution comes from a reallocation from the Teamsters Legal Services Trust Fund. This hourly contribution to the OTET UPS Retirees Subsidy Fund is over and above the negotiated monies and provisions contained in Article 34 of the National Master UPS Agreement and Article 8 Section 5 of the Joint Council 37 Package Rider, and shall not diminish in any way what shall be available to the Joint Council 37 Union Negotiating Committee under Article 34 of the National Master UPS Agreement.

ARTICLE 13 HOLIDAYS

SECTION 3 – PERSONAL HOLIDAY OPTIONS

Employees who are eligible for four (4) Personal Holidays may elect at his or her option to:

1. Combine his four Personal Holidays with the Optional Personal Holiday taken from his sick bank ~~combine them~~ together as an ~~Optional Holiday~~ Combination Week to be selected at the next vacation selection Period. The additional week may not be taken during the months of June, July, August and September each year.

SECTION 4 – ~~OPTIONAL HOLIDAY~~ COMBINATION WEEK PAYMENT

The ~~optional holiday~~ combination week shall be paid at forty (40) hours straight time for full time employees.

SECTION 5 – SELECTION OF PERSONAL HOLIDAYS

(B) In package and feeder operations, the following minimum number of employees shall be allowed off in

each operation per day for their personal optional holiday:

1-29	Employees on roll	1
30-60	Employees on roll	2
61-90	Employees on roll	3
91-120	Employees on roll	4
<u>121 -150</u>	<u>Employees on roll</u>	<u>5</u>
<u>151+</u>	<u>Employees on roll</u>	<u>6</u>

**ARTICLE 19
FULL-TIME COMBINATION 22.4 EMPLOYEES**

The following only applies to areas with weekend ground delivery operations:

- (A) Workday Workweek and Daily guarantee. See Article 22.4 of the National Master UPS Agreement.
- (B) Start Times: 22.4 combination employee start times shall be posted on the prior Friday of the week for which the starting times shall be effective. Posted start times will include the center and/or operation where the employee is scheduled to report.
- (C) Multi-center Buildings: 22.4 combination employees working in a multi center building will be on a separate building seniority list but will be assigned by center according to their bid.
- (D) Dispatch in a Package Center: 22.4 combination employees are dispatched with driving work after all bid and unassigned regular package car drivers (“RPCD”) have been dispatched and offered the work. Seniority and area knowledge will then prevail.
- (E) Extra Driving Work. 22.4 combination employees will not be offered extra driving work, including scheduled days off and holidays, until all RPCD’s have first been offered the work. 22.4 combination employees will be forced to perform extra work prior to forcing RPCD’s.
- (F) 22.4 combination employees will not be allowed to perform feeder shifting work, unless otherwise mutually agreed to between the Company and the Local Union.
- (G) The Company and the Union agree that there may be unforeseen 22.4 issues, if and when these jobs are implemented in Joint Council 37, that may need to be addressed during the term of the Labor Agreements. The Joint Council 37 Chair will be notified of said unforeseen issues and be party to the discussions and settlement on said issues. The Joint Council 37 Chair will get input from all Local Unions signatory to this Rider. The Company will then meet with the Joint Council 37 Chair and the affected Local Union to attempt resolution. The intent of

this provision is not intended to modify what has been negotiated under the National Master. This provision is intended to address local issues and how this Rider will be applied to those issues.

- (H) RPCD’s may sign the 22.4 combination jobs promotion list pursuant to Article 1 Section 5 (A) of the Sort Rider, using their Company seniority for placement on that list.
- (I) Article 6, Section 5, and Article 7 of the Western Region Supplemental Agreement shall apply to all part-time employees who are awarded a 22.4 job.
- (J) RPCD’s working a Monday through Friday schedule, shall be guaranteed five consecutive days of eight (8) consecutive hours per report and forty (40) straight time hours of straight time pay each week, if reporting each day as scheduled, as long as work is available.
- (K) A 22.4 employee who is promoted to a RPCD job shall not have to go through another training and trial period under Article 6, Section 5 of the WRSA.
- (L) All 22.4 combination employees will select their Optional Holidays Tuesday through Friday after all RPCD’s have selected their Optional Holidays. All 22.4 combination employees will select their Optional Holidays on Saturday’s or Sunday’s based on the minimum numbers off outlined in Article 13 Section 5 (B) of the Joint Council 37 Package Rider.
- (M) All 22.4 combination employees will select their Vacation within their assigned center after the RPCD’s vacation selection process has concluded per Article 14 of the Joint Council 37 Package Rider. The number of RPCD’s allowed off per week is determined by the well-established formula and shall not be impacted by the 22.4 vacation weekly allotment. The 22.4 vacation selection process will then begin on Tuesday of the first full week of December and shall conclude no later than the following Tuesday. The number of 22.4’s allowed off per week is determined by the same formula for RPCD’s. No more than 10% of 22.4’s can be off on vacation on any given week. Any remaining weeks over the 10% will be available on the vacation selection calendar in other weeks determined by the Company.

**ARTICLE 19 20
DURATION**

- (A) This Rider shall be in full force and effect from August 1, 2013 ~~2018~~ through July 31, 2018: ~~2023~~.

Dated this _____ day of _____

TEAMSTERS JOINT COUNCIL 37 SORT RIDER 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 1 PART-TIME EMPLOYEES

SECTION 5 - PART-TIME TO FULL-TIME

(A) Each October the company will post new sign-up lists in each building for a thirty (30) day period in which Part-Time employees may choose to indicate their desire for Full-Time work. There shall be ~~two (2)~~ **three (3)** sign up lists, one for package driving, **one for 22.4 combination jobs** and one for Full-Time inside jobs. The employee shall have the right to sign one, ~~two~~ or **both all three** lists. From these lists the employer shall offer in seniority order to the employees an opportunity to become a Full-Time Package Driver, a **Full-Time 22.4 Combination employee** or a Full-Time Inside employee from January through December the following year. In April of each year the same list shall be posted for any employee who wishes to have their name dovetailed to the current year lists to be effective June 1st. **The Company will post emergency sign up lists after exhausting the regular sign up lists outside the regular posting periods.**

(F) Part-time employees within the jurisdiction of Local 162 that have submitted for full-time driving shall be placed on one (1) master list for part-time to full-time **package driving positions, full-time 22.4 combination jobs** and/or full-time inside jobs. Those employees shall have the right to select package driver openings, **22.4 combination jobs** and/or full-time inside jobs from any facility within the jurisdiction of Local 162 as those openings occur.

(G) The purpose of this sub-section is to address pre-seniority package drivers **and pre-seniority 22.4 combination employees** and their ability to perform part-time work if they are laid off in the package center, **during their probationary training and trial period in the center.**

1. When a pre-seniority package driver is laid off on any given day(s) he shall be able to exercise his Company seniority to work the Twilight shift in the building which he has seniority. The employee is obligated to make contact with his shift during a call window.
 2. The employee will be paid his appropriate inside full-time hourly wage rate or part-time hourly wage rate for the work performed. The appropriate part-time hourly guarantee shall apply. It is understood the work to be performed will be where the employee is needed, most likely unloading of trailers and/or package cars.
 3. A day(s) worked on the part-time shift will not count as a day(s) toward the package car driver probationary/trial period outlined under Article 4 Section 1 of the WRT UPS Supplemental Agreement.
 4. In lieu of working a part-time shift the affected pre-seniority employee(s) shall have the option of drawing time from personal holidays and/or sick leave.
 5. This sub-section does not apply to outside hires.
- (H) When no full-time package driver makes a request to become a feeder driver, the Company shall offer any permanent or back-up opening **first** to qualified existing part-time employees and qualified existing full-time combination employees in seniority order **that possess a valid Class A CDL**. Part-time **and full-time combination** employees shall **then** be given the opportunity to fill feeder full-time jobs before hiring from outside ~~on a two-for-one basis (two (2) inside to every one (1) outside hire)~~. To be qualified, an employee must have previously been trained as an air driver, feeder shifter, **22.4 combination driver** or car parker. ~~Full-time employees shall be paid for the non-productive time~~

spent in feeder school. Payment shall be made no later than the pay period following successful completion of feeder school. Any part-time employee that successfully completes the feeder training school and becomes a back-up feeder driver must wait twelve (12) months to be paid for the non-productive time; that payment shall be made no later than the pay period following the conclusion of the twelve (12) month waiting period. **Employees shall be paid in accordance to Article 2 Section 1 (G) of the JC 37 Package Rider for the non-productive time spent in feeder school.** Employees moving into back-up feeder driver capacity have the right to retain their seniority and job assignments when not performing feeder work. Article 2 of the JC37 Package Rider shall apply to the back-up feeder position unless specifically altered by this paragraph. **Part-time employees in a back-up feeder position shall be paid in accordance with the progression schedule contained in Article 41 Section 2 (c) of the National Master. A part-time employee making more than the progression will be red-circled until such time as the calculated progression rate exceeds that rate. A part-time employee who gains feeder seniority and full-time status will maintain their Article 41 progression status and not have to go through another progression.**

(I) When HR is unable to reach an employee for a job promotion due to invalid contact information the employee's immediate supervisor will make in-person contact with the employee and it will be documented.

SECTION 7 - PART-TIME EMPLOYEE REST PERIOD

All part-time employees will be allowed a ten (10) minute paid rest period, to begin when the employee leaves the work area and ends when the employee has returned to the work area. This rest period will normally be scheduled in the middle of each shift. **All part-time employees who work more than six (6) hours in a shift shall receive a second (2nd) ten (10) minute paid rest period.**

SECTION 8 - PEAK SEASON HELPERS

(C) From November 15 through December 31st, regular part-time employees may be used as helpers solely at the discretion of management, and if so used, shall receive \$11.00 (eleven dollars) **\$13.00 (thirteen) dollars** per hour.

(E) From January 1 to January 15, regular part-time employees shall be offered helper work in seniority order at their current rate of pay or sixteen (\$16.00) **eighteen (\$18.00)** dollars per hour, whichever is greater. **Additionally, inside helpers may be used outside the helper period cited above under the following conditions: 1. With a minimum of seven (7) days written notification to the Local Union a Center may use inside helpers for a five (5) consecutive day period in a calendar year. 2. With notification to the Local Union a Center may use inside helpers for an additional five (5) individual days in a calendar year. Under no circumstance will the use of**

helpers, under these provisions, exceed ten (10) days in a calendar year outside the helper period from November 15 through January 15. During this period, these regular part-time employees shall be guaranteed three and one-half (3½) hours of helper work or pay. Time and one-half (1½) shall be paid after eight (8) hours of straight time work in any day. In the event additional staffing is required, the Company may utilize part-time package helpers hired between November 15 through December 31st as outlined above.

ARTICLE 2 SENIORITY

SECTION 1 - SENIORITY LISTS

(E) Effective upon ratification, the following shall be used to determine the seniority order for placement of newly hired and transferred employees on a seniority list as a tie-breaker only:

- 1. First day worked in Local Union's jurisdiction.**
- 2. Alphabetical order. Last name first. First name second. Middle name third.**

SECTION 4 - ABILITY TO TRANSFER

Any **Part-time** bargaining unit employee, ~~other than full-time package and feeder drivers~~, covered by this agreement, and a member of a Local Union within the State of Oregon shall be eligible to transfer to any other location within the State of Oregon. Any **Part-time** bargaining unit employee, ~~other than full-time package and feeder drivers~~, covered by this agreement and a member of Local 483 shall be eligible to transfer to any other location within that Local's jurisdiction. Transfers shall be made in accordance with the following:

(B) The employee must provide a transfer request to the Company by October 1st of each year. An employee who wishes to transfer to another location may submit a written request to the Employer. This request form will state the employee's name, seniority date, job classification, facility and job desired. The request form shall be signed by the employee and a company representative with a copy to be retained by the employee. **Such request will remain active for the remainder of the calendar year.** These requests shall be forwarded to the District's HR Department, ~~and a master list shall be compiled and posted at each UPS facility by November 1st of each year. The company shall maintain a master transfer list, and the employee's names will be placed on that list by facility, seniority date and job requested. Any employee who alleges that any information on the list is inaccurate, shall notify the Company and Local Union, in writing, by December 1st of that year. Failure to do so, within the specified time period, shall result in the list being deemed complete and final. Transfers will be granted from this list beginning from January 1st through September 30th of the following year. No transfers will be granted during October, November, and December.~~

~~(C) Seniority part-time employees shall have the right to fill full time positions in all buildings before accepting transfers from the master transfer list on a four (4) for one (1) basis.~~

~~(D) (C) The master list shall contain the job classifications of Mechanic, Full-Time Inside and Part-Time Employee. Transfers shall may be limited to two (2) transfers from each classification to each facility per year.~~

~~(E) (D) Any employee transferring under this provision shall be endtailed for the purposes of lay-off, bidding, vacation, and holiday selection. The employee shall maintain their Company seniority for all other entitlements. The transferee releases their selected vacation schedule for the year in which the transfer is granted. They shall be paid vacation according to their original vacation schedule. The transferee may be granted their original vacation selection if that week is available at their new center. If the Company is unable to grant that selected week due to the existing vacation schedule at the center or staffing shortage, then the employee shall be granted time off at mutually agreeable times.~~

~~(F) (E) A transfer under this provision must be accepted by the employee within forty-eight (48) hours of notification. The transferring employee shall report to work in their new location within two (2) weeks. Any employee declining a requested transfer, shall not be permitted to submit additional transfer requests for the remainder of that calendar year. Be removed from the transfer list.~~

~~(G) (F) The employee shall be responsible for all moving cost associated with their transfer, as well as all interim travel, lodging and living expenses.~~

~~(H) Full time package and feeder drivers' transfer provisions are covered under the Western Region Supplemental Agreement.~~

~~(I) The same procedures as outlined above shall also apply to any Teamster Mechanic who desires to transfer. Such transfers shall be on a one (1) for one (1) basis, and shall only apply to those locations with Teamster Mechanics covered under this agreement.~~

**ARTICLE 3
WAGES**

SECTION 1 – WAGES

Part time employees hired prior to July 2, 1982, shall receive the following rate of pay effective:

	<u>Preloader/Sorter</u>	<u>Loader/Unloader</u>
8/1/2013	32.61	31.45
8/1/2014	33.31	32.15
8/1/2015	34.01	32.85

8/1/2016	34.41	33.25
2/1/2017	34.81	33.65
8/1/2017	35.31	34.15
2/1/2018	35.81	34.65

Update to reflect increases to hourly wage rates.

All other part-time employees wages refer to Article 22, Section 5, and Article 40 of the National Master UPS Agreement.

SECTION 4

In the first year of this Agreement, the Joint Council 37 Union Negotiating Committee is authorized to reallocate up to a maximum of twenty-five (\$.25) cents per hour of the hourly pension increase to an hourly wage increase. In each subsequent year the Committee shall determine whether the same reallocation will be made based on an approval by majority vote of the members. In all cases, the Committee must comply with Article 34, Section 4 of the NMA.

SECTION 5

The Company may provide additional benefits, higher hourly wage rates or bonuses in order to attract or retain part-time employees. The additional benefits, wages or bonuses may be structured to apply to any specific shift or operation.

**ARTICLE 5
WORKERS COMPENSATION**

SECTION 2 - NOTIFICATION TO COMPANY

The employee shall notify the Company of their status regarding ability to return to employment after their first doctor's visit and every other week thereafter.

**ARTICLE 7
PENSION**

SECTION 1 – EMPLOYER CONTRIBUTION

(A) Pension contributions payable into the Western Conference of Teamsters Pension Trust Fund on account of each part-time employee of the bargaining unit shall be paid for each hour for which compensation was paid (all compensable hours) up to a maximum of 2080 hours per calendar year.

August 1, 2013	\$9.17
August 1, 2017	\$10.28

Additional Increases increases to hourly pension contributions per Article 34 of the **2018-2023** National Master UPS Agreement.

**ARTICLE 9
TEAMSTERS LEGAL SERVICES
TRUST FUND**

(A) Effective August 2008 **2018** UPS shall pay into the Western Conference of Teamsters Legal Services Trust Fund the sum of ~~fifteen ten~~ cents (~~\$.15~~) (**\$.10**) per compensable hour up to a maximum of ~~twenty-five dollars and ninety-five cents (\$25.95)~~ **\$17.30** per month for each seniority part time employee. The total amount due for each calendar month shall be remitted in a lump sum not later than ten (10) days after the last business day of each month. UPS agrees to abide by such rules as may be established by the Trustees of said Trust to facilitate the determination of the hours for which contributions are due, the prompt and orderly collection of such amounts and accurately recording of such hours and such amounts paid on behalf of each such part time seniority employee covered by the Agreement.

(C) Effective August 1, 2018, all part-time bargaining unit employees on roll shall receive an additional hourly wage increase of five cents (\$0.05) per hour. This hourly wage increase comes from a reallocation from the Teamsters Legal Services Trust Fund. This hourly wage increase is over and above the negotiated monies contained in Article 22 of the National Master UPS Agreement and Article 3 Section 4 of the Joint Council 37 Sort Rider.

**ARTICLE 10
HOLIDAYS**

SECTION 3 – PERSONAL HOLIDAY OPTIONS

Employees who have accumulated four (4) Personal Holidays may elect at his option to:

1. Combine his four Personal Holidays with the Optional Personal Holiday taken from his sick bank and ~~combine them~~ together as an ~~Optional Holiday~~ **Combination Week** to be selected at the next vacation selection period. The additional week may not be taken during the months of June, July, August and September each year.

SECTION 4 – ~~OPTIONAL HOLIDAY~~ **COMBINATION WEEK PAYMENT**

The ~~optional holiday~~ **combination** week shall be paid at twenty (20) hours straight time for part time employees.

SECTION 5 – SELECTION OF PERSONAL HOLIDAYS

(B) In inside operations the following minimum number of employees will be allowed off per day for their optional holiday in each operation:

1-30	Employees on roll	1
31-74	Employees on roll	2
75- 149	Employees on roll	3
150 - <u>199</u>	Employees on roll	4
<u>200 - 249</u>	<u>Employees on roll</u>	<u>5</u>
<u>250+</u>	<u>Employees on roll</u>	<u>6</u>

**ARTICLE 16
DURATION**

This Rider shall be in full force and effect from August 1, 2013 **2018** through July 31, 2018 **2023**.

Dated this _____ day of _____