



## SUMMARY OF THE Teamsters Joint Council 3 Tentative Agreement

This agreement provides improvements in several areas of the contract including:

- Once you are a utility driver you no longer have to qualify to be a package car driver.
- Increased opportunities to go to full time from an inside position including feeders.
- An increase for part-time employees in the Pacific Coast Benefits Trust.
- Reducing the cost of retirees' insurance for full-time employees.
- An increase in time loss benefits for full-time employees that are hurt off the job.

# TEAMSTERS JOINT COUNCIL 3 SORT 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 7 UTILITY DRIVERS

- (a) It is agreed that package operations may hire utility drivers. Regular part-time employees (in order of seniority) who desire to be considered as a utility driver shall submit a letter of intent to his/her center manager. Those employees who successfully meet the qualification standards for UPS drivers will be considered for the utility driving job. In buildings where there are more than one package center, the utility driver shall choose the center he/she wants to be permanently assigned to prior to classroom training. **New utility drivers shall be considered qualified once they complete a trial period as defined by Article 4, Section 1 (b) of the Western Region Supplement. Utility drivers shall be placed on a designated area during their trial period. A qualified, current utility driver will not be required to complete another package car driver trial period.** They must make themselves available on a daily basis unless mutually agreed by the company and union. **The company shall notify the union of any utility driver found in non-compliance, after notification to the union, if the employee continues** Failure to be ~~un~~available for utility work, **it** may be grounds for **the employee** being removed from the utility driving list. **If removed, the employee may request to place their name back on the utility list, if there is an opening, after six (6) months.**

## ARTICLE 9 HOLIDAYS

### SECTION 2. ELIGIBILITY FOR HOLIDAY

- (a) After one year of active employment, employees shall be paid for all holidays, regardless of when they occur, except holidays occurring after sixty (60) continuous days off for illness or injury.
- (b) In order to be eligible for holiday pay as outlined above, seniority employees must work the scheduled work day before and after the holiday; **unless an employee with a bona-fide injury or illness provides the Company with a note from a medical professional excusing them from work for the scheduled work day before and/or after the holiday.**

### SECTION 8 SELECTION OF PERSONAL HOLIDAYS

- (a) An employee selecting a Personal Holiday shall notify the appropriate supervisor as early as possible; however, not less than ten (10) calendar days prior to the date he/she has selected as his/her "Personal Holiday".

The supervisor shall either grant or deny the date selected by the employee as the "Personal Holiday" seven (7) calendar days prior to the date the employee selected. Once approved, the date selected by the employee shall not be changed by the Company or the employee. Under no circumstances will an employee be allowed to work on the "Personal Holiday".

Seniority shall prevail in the selection of the day to be taken; however, senior employees shall not be allowed to bump junior employees who have been granted their requested day within seven (7) days of the date selected. **Personal Holidays may not be selected from the Monday following Thanksgiving through December 25th. It is understood that the Company will grant Personal Holidays during this period if employees are on lay-off and for special circumstances, these requests will not be unreasonably denied.**

- (b) **In part time operations, centers working two hundred (200) or more employees, a minimum of six (6) employees will be allowed off per day for their "Personal Holiday".** In part time operations, centers working one hundred and fifty (150) or more employees, a minimum of five (5) employees will be allowed off per day for their "Personal Holiday." In part time operations, centers working one hundred and twenty (120) or more employees, a minimum of four (4) employees will be allowed off per day for their "Personal Holiday". In part time operations, centers working sixty (60) or more employees, a minimum of three (3) employees will be allowed off per day for their "Personal Holiday". In part time operations, centers working thirty (30) or more employees, a minimum of two (2) employees will be allowed off per day for their "Personal Holiday". In centers with under thirty (30) employees, a minimum of one (1) employee will be allowed off per day.

## **ARTICLE 12 PENSION**

**Pension increases will be in accordance with Article 34 of the NMUPS Agreement.**

## **ARTICLE 15 CLASSIFICATIONS – WAGES – TRAINING RATES**

### **SECTION 1.**

Wage increases will be in accordance with the NMUPS Agreement.

### **SECTION 2.**

- (a) A classification will be established for helpers. A helper is defined as a person who may be used to assist the driver in the handling of packages for delivery and pick

up purposes only and shall not be permitted to drive package vehicles. Helpers may be used commencing November 1st through the Friday of the second full week in January the following year. **From January 1st through the Friday of the second full week in January, regular part time inside employees shall be offered helper work in seniority order prior to using the peak season helpers.** Any deviations of this language would be by mutual agreement between the Company and the Union. The Company will be allowed to use helpers during the Sundance Film Festival in Park City, Utah. Helpers may only be used on scheduled weekdays of the event.

## **ARTICLE 16 SAVINGS**

Effective August 1, 1996 ~~2018~~ the Employer shall pay into the Pacific Coast Benefits Trust Fund for the account of each employee working under this Agreement, the sum of ~~forty cents (\$.40)~~ **forty five cents (\$.45)** per hour worked not to exceed 173 hours per month or ~~\$69.20~~ **\$77.85** per month per employee.

## **ARTICLE 17 LEGAL SERVICES TRUST FUND**

The Employer agrees to contribute ~~fifteen ten cents (\$0.15)~~ **ten cents (\$.10)** per hour up to a maximum of ~~twenty-five dollars and ninety-five cents (\$25.95)~~ **seventeen dollars and thirty cents (\$17.30)** per month for each regular employee into the Western Conference of Teamsters Legal Services Trust Fund for the purpose of providing for employees and their dependents, legal benefits as provided by the Trust.

## **ARTICLE 18 DURATION**

This Agreement shall be in full force and effect from August 1, ~~2013~~ **2018** to and including July 31, ~~2018,~~ **2023** and shall continue from year to year thereafter, unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to date of expiration.

In Witness Whereof, the parties hereto have set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_ to be effective as of August 1, 2013, **2018** except as to those areas where it has been otherwise agreed between the parties.