



SUMMARY OF THE Teamsters NorCal Tentative Agreement

22.4 Addendum, Protections for the Package Car Driver

The new full-time combination driver is introduced in order to protect weekends for package-car drivers, address excessive, forced overtime, and create thousands of new full-time opportunities for part-timers. This new position will allow package car drivers to take more time off. Current package car drivers will not be regularly required to work Saturday or Sunday. Combination drivers will be full-time and will be guaranteed 8 hours pay, 40 hours each week. Under the new agreement, the wage rate of current package car drivers working Tuesday through Saturday will be protected. The number of combination drivers will be capped, and the Company will be required to create additional full-time jobs as the volume expands.

Health and Welfare, Pension for Part-Timers and Full-Timers

There is an increase to the pension plan for maintenance of benefits including the healthcare plan. Based on the Teamsters' benefits infrastructure, UPS members are able to retire with dignity. \$1.00 per hour has been negotiated for health and welfare and pension contributions for each year of the contract. If maintenance of these benefits is less than \$1.00 per hour, the remainder will be allocated for pension contributions on August 1st of each contractual year. The fixed income builds a strong medical plan to benefit all UPS members. The \$1/hour contributions max out at 2,080 hours, and over the course of the new 5-year agreement, \$10,400 will go towards the benefit over the course of the terms of agreement. UPS Teamsters have excellent health plans that will be protected under the new contract agreement recommended by Union officials. The memorandum of understanding allows local unions to put money toward retirement security plan to curb costs for retirees.

Part-Time Wages

Seniority part-timers who are receiving an hourly rate higher than the new agreement's wages will not have a reduction in their hourly rate as a result of a Market Rate Agreement or any minimum wage law. Part-time wage increases from \$10 to \$13, plus a general wage increase. The general wage increase for each year will be:

- 2018 seventy cents (\$0.70)
- 2019 seventy-five cents (\$0.75)
- 2020 eighty cents (\$0.80)
- 2021 ninety cents (\$0.90)
- 2022 one dollar (\$1.00)

TEAMSTERS

NORCAL SUPPLEMENT

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 3 – SENIORITY AND LAYOFFS

SECTION 1 – PROBATIONARY PERIOD/TRIAL PERIOD

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

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

SECTION 3 – NOTICE OF LAYOFF

All employees are to be given notice posted ~~on in~~ **in a bulletin board designated location which the Labor Manager and the Union will mutually decide, for the assignments of the work week, start times of and** impending layoffs not later than the beginning of the last shift worked prior to the commencement of such layoffs. It is the responsibility of the employer to notify by phone, any affected employees that are not working the day of the posting. All phone calls will be verified by a shop steward of the Local Union and a log be maintained. It is the responsibility of the employee to insure his/her contact information is accurate. The Union will be provided a copy of the layoff notices by fax or by email on the same day they are posted. The above notice of layoff shall not apply during any emergency beyond the Employer's control, provided notification is given to the employee at least one (1) hour prior to the start of the employee's shift.

SECTION 6 – CLOSED OR PARTIALLY CLOSED CENTERS OR HUBS

Whenever a center or hub is closed or partially closed, the employees affected will be entitled to follow the work and their seniority will be dovetailed in the new location. In the event the employees affected elect not to follow the work, it shall be offered to the other employees at the center or hub in seniority order. In

the event no employee elected to follow the work and it becomes necessary to reduce the working force, the provisions of Article 3, Section 2 Application of Seniority, shall apply. In the event of closing or partially closing any hub or operating center, the Employer shall notify the Union of its intent and post the amount and type of positions affected and the date of such contemplated action at least thirty (30) days in advance.

(a) **Transfers:** In cases of proven need it is agreed by the Employer and the Local Union involved, that an employee shall be permitted to transfer from one (1) company facility to another, provided said employee has a Transfer Request Form on file stating his/her ~~reasons and~~ desired facility into which they wish to transfer. Any such transfer shall take place only within the area covered by the Northern California Supplemental Agreement and only prior to hiring from the outside. Any such transfers shall be limited to ~~four (4) people, two (2) full-time and two (2) part-time,~~ per year per destination facility. Such employees shall retain company seniority for the purpose of fringe benefits but shall be placed at the bottom of the appropriate seniority list. It is the employee's responsibility to verify all benefits at the requested transfer location. Benefits may vary by state and location. The medical, dental, vision, retiree medical coverage and pension rates may be less or non-existent in the location you desire. Contact the Local Union having jurisdiction over the area you wish to transfer to for all information pertaining to the area benefits.

SECTION 8 – SENIORITY LIST

The Employer shall post and maintain a current seniority list at all times in a conspicuous place at each operating center. Said list shall be considered to be correct as posted unless a protest is registered with the Employer and the Union within thirty (30) days from date of posting. At the time of posting, a copy will be faxed, ~~or mailed~~ **or emailed** to the Local Union, ~~or e-mailed upon request of the Local Union.~~ **These lists will include a master full-time, feeder, package, and 22.3 list. The Company will provide a copy of these lists every six (6) months.**

ARTICLE 7 – GRIEVANCE PROCEDURE

SECTION 5 – SELECTION OF AN IMPARTIAL ARBITRATOR

The parties shall choose an impartial arbitrator and the decision of the impartial arbitrator shall be final and binding on both parties. Said impartial arbitrator shall be selected from an agreed upon list mutually selected by the parties.

The Arbitrators mutually agreed to are:

1. Ames, Claude
2. ~~Askin, Charles~~ **Katherine Thompson**
3. Brogen, Margaret
4. Durick, Michael
5. Kagel, John
6. ~~Staudohar, Paul~~ **Guy Prihar**
7. Winograd, Barry
8. **Stephan Hayford**
9. **Mark Brustein**

If any of the above becomes unavailable, the replacement shall be mutually agreed on within forty-five (45) days of knowledge.

After a toss of a coin to decide which party shall move first, the representative of the Employer and the representative of the Union shall alternately strike one (1) name from the list until one (1) name remains and such person shall be the arbitrator for the case. The last name stricken shall be the alternate arbitrator to serve in the event the first (1st) arbitrator is not available. This procedure shall be followed until there is an available arbitrator. It is understood that the time limits referred above may be waived by mutual agreement of the parties.

ARTICLE 12 – GENERAL PROVISIONS

SECTION 1 – REST PERIODS

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

House rules regarding the time for such periods shall be mutually agreed upon between the Employer and the Principle Officer or other full-time employee of the Union. Disagreements under this Section will be referred to United Parcel Service and the Union Policy Committee.

SECTION 6 - TIME CLOCKS

The Employer shall install time clocks. Such time clocks must be kept accurate. Employees shall punch in on such time clocks when they report to work and shall punch out when all work is completed. The Employer shall not alter an employee's time card in any manner without clearing the alteration with the employee. Upon request, an employee may inspect the record of his/her time for the previous day's work. An employee will be allowed to view the operation report for the current pay period for the purpose of checking his/her hours worked. The Employer agrees to provide forms for the employee to record his/her daily starting and ending times. The Company agrees to audit, on a regular basis, to ensure the availability of time clocks in all operations at the same locations as any other device used to record employees work time.

In accordance with Article 12 of the NMUPSA an employee's hours worked and rate of pay shall be available for review electronically by the affected employee on a Company maintained website.

All time clocks shall be converted so as to record time in hundredths.

SECTION 9 - PHYSICAL EXAMINATIONS

If the Employer requests an employee to take a physical examination, including examinations required by the Department of Motor Vehicles, Public Utilities Commission or Interstate Commerce Commission, the Employer shall bear the costs of such examination and shall compensate the employee for the time involved in taking the examination. The Employer shall also bear the cost of pre-employment physical examination if such examination is required. Time spent for pre-employment examinations shall not be paid for, this includes part-time to full-time employment.

~~The company shall be prohibited from including on any medical forms language obligating the employee to release medical records regarding his/her medical history.~~

The Company will not ask employees to sign any medical release forms that give it unlimited access to employees' medical history/information. UPS may request employees sign a form to release the minimum medical information/history necessary to address employee issues (e.g., ADA release form shall not require release of any medication history/information except for the information relevant to the restrictions that require an accommodation) or to comply with applicable law (e.g. Workers' Compensation, DOT drug test results). Both parties agree that there are certain third party administrators of UPS programs (i.e. Workers' Compensation, FMLA, LTD) that may utilize their own release forms. However, when signing a release with the third party administrator, the Company will have no access to that medical history/information, with the exception of information that the third party administrator must share with the Company due to applicable laws and regulations or that is necessary for UPS to administer the program according to its terms and/or applicable law. Any information released to UPS in accordance with this section will be retained in accordance with the Company's Record Retention Schedule and in no event will they be used or disclosed except as otherwise permitted by this section.

The Employer reserves the right to select its own medical examiner or physician and the Union may, if it believes an injustice has been done an employee, have said employee re-examined at the employee's expense.

In the event of disagreement between the physician selected by the Employer and the physician selected by the employee, the Employer and the employee's physician shall together select a third (3rd) physician within thirty (30) days whose opinion shall be final. The third (3rd) physician's fees shall be equally divided between the employee and the Employer.

The Employer or its designee shall not visit an employee at his/her home, without his/her consent. No representative of the Employer shall be permitted to accompany an employee while he/she is receiving medical treatment and/or being examined by a medical provider, without the employee's consent.

ARTICLE 20 – TERM OF AGREEMENT

This Agreement shall become effective August 1, 2013 **2018** and shall continue in full force and effect to and including July 31, 2018 **2023**, and shall be considered as renewed from year to year thereafter unless either party hereto shall give written notice to the other of its desire to modify or terminate the Agreement, and such notice must be given a least sixty (60) days prior to the expirations of this Agreement.

ARTICLE 21 – JOB CLASSIFICATION AND RATE OF PAY

SECTION 1

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

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

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

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

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

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

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

(i) Inside/Air dDriving see Article 40.6 and 41.3 of the National Master Agreement.

(All above rates reflect a 12¢ per hour COLA increase given in 2011)

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

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

	<u>20138</u>	<u>20149</u>	<u>201520</u>	<u>201621</u>	<u>201722</u>
Inside Peak Season Helper	<u>\$15.80</u>	<u>\$15.80</u>	<u>\$15.80</u>	<u>\$15.80</u>	<u>\$15.80</u>
Off the Street Peak Season Helper	<u>\$11.00</u>	<u>\$11.00</u>	<u>\$11.00</u>	<u>\$11.00</u>	<u>\$11.00</u>

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

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

SECTION 2

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

<u>Start</u>	<u>\$21.00</u>
<u>Twelve (12) months</u>	<u>\$23.00</u>
<u>Twenty-four (24) months</u>	<u>\$24.00</u>
<u>Thirty-six (36) months</u>	<u>\$28.75</u>
<u>Forty-eight (48) months</u>	<u>(Top Rate)</u>

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

Part-time employees on the payroll as of July 31, 2013 **2018**, who are subsequently promoted to full -time employment under this progression, will be red circled until such time as the calculated progression rate exceeds that rate. The transfer date will become his/her full-time start date for purposes of applying the above progression.

When a part-time employee bids to a full-time classification under this progression where the top rate of the full-time classification is less than his/her current rate, the employee shall be placed at the top rate of the new classification immediately.

b. Full time wages for Article 22.4 Jobs (In accordance with Article 41 Section 4)

Part-time employees whose rates are higher than those set forth below who bid into a full-time 22.4 job covered by this Section shall be paid their current inside wage rate plus the general wage increases.

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

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

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

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

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

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

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

Part-time employees on the payroll as of July 31, 2008, who are subsequently promoted to full-time employment under this progression, will be red circled until such time as the calculated progression rate exceeds that rate. The transfer date will become his/her full-time start date for purposes of applying the above progression.

When a part-time employee bids to a full-time classification under this progression where the top rate of the full-time classification is less than his/her current rate, the employee shall be placed at the top rate of the new classification immediately.

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

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

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

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

If a part-time employee bids to a full-time position and the top rate of the classification is less than his/her current rate, the employee shall be placed at the top rate of the new classification immediately.

Notwithstanding Article 41 of the National Master United Parcel Service Agreement, the Company recognizes the past practice in Nor Cal that there is no progression for full-time or part-time employees who successfully qualify in a tractor trailer/feeder classification, and the pick up or delivery of ground packages (Utility work) initiates full-time progression for a part-time employee.

Full-time Inside Wages – See Article 41, Section 3 of the National Master Agreement

ARTICLE 22 – HOURS OF WORK

SECTION 3 – OVERTIME

The overtime rate shall be one and one half (1 1/2) times the regular straight time rate. However, the rate of double (2) time shall be paid for all work performed on Sundays. The overtime rate shall be paid for all hours worked:

- (d) For all hours worked on a sixth (6th) day of work during the scheduled work week;
- (e) For work on Saturdays for those employees on a Monday through Friday workweek. Double time (2 times) for all hours worked on a seventh (7th) day of the scheduled work week.
- (f) Weekend work, holidays, special sorts, Article 22.3 employees are eligible to work based on building seniority and qualifications with the eight (8) hour shift guarantee waived if there is not eight (8) hours of work. Daily extra work, double shifting will be subject to building seniority and qualifications.

The Employer agrees that extra overtime in a classification (overtime that is not part of the employee's daily assignment) shall be offered to the senior employee in that classification on the seniority list who is available for the assignment. This shall be confined to the original assignment and one (1) further move by seniority.

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

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

ARTICLE 26 – HEALTH AND WELFARE

The existing Health and Welfare Plans contained in the Local Rider agreements attached hereto shall be continued during the life of this Agreement. The present level of benefits under the Health and Welfare Plans shall be maintained during the life of this Agreement. Any increase in premium necessary to maintain

the present level of benefits during the life of this Agreement shall be borne by the Employer.

A total of \$1.00 per hour has been negotiated for Health and Welfare and Pension contributions for each year of the contract. If maintenance of benefits for Health and Welfare increases are less than \$1.00 per hour, the remainder will be allocated for pension contributions on August 1st of each contractual year.

8/1/13 — \$.50 per hour contributed to the pension.

8/1/14 **18** \$1.00 per hour Health and Welfare increase to be determined by plan.

8/1/15 **19** \$1.00 per hour Health and Welfare increase to be determined by plan.

8/1/16 **20** \$1.00 per hour Health and Welfare increase to be determined by plan.

8/1/17 **21** \$1.00 per hour Health and Welfare increase to be determined by plan.

8/1/18 **22** \$1.00 per hour Health and Welfare increase to be determined by plan.

In the event the Health and Welfare plans increase is over \$1.00 per hour in a contractual year, maintenance of benefits will cover all increases over \$1.00 per hour and there will be no pension increases for the affected contractual year. (Pension rates will vary depending on Health and Welfare costs which may be different in each plan.)

The Employer shall post on the bulletin board in each center a copy of the reporting forms sent to the Administrators of the Security Funds.

It is further understood where any individual health and welfare trust listed in any of the local Rider Agreements which are part of this Agreement provides for uniform contributions by all Employers which may exceed the above contributions, the Employer agrees to make such required uniform contributions to such individual trust commencing on the date such additional contributions may be due.

Any questions regarding your health and welfare, please contact your Local Union.

ARTICLE 28 – LEGAL SERVICES TRUST FUND

The Employer agrees to contribute ten cents (10 cents) per hour up to a maximum of seventeen dollars and thirty cents (\$17.30) per month for each regular employee into the Western Conference of Teamsters Legal Services Trust Fund for the purpose of providing for employees and their dependents, legal benefits as provided by the Trust. Effective August 1, 2008, an additional five cents (5¢) per hour shall be allocated from the new increase in pension monies to the Western Conference of Teamsters Legal Services Trust Fund for each regular employee and the maximum amount per month shall be increased to twenty-five dollars and ninety-five cents (\$25.95).

Effective August 1, 2018 the Employer will contribute only ten cents (\$0.10) per hour up to a maximum of seventeen dollars and thirty cents (\$17.30) per month for each regular employee in the Western Conference of Teamsters Legal Services Trust Fund and each local union will divert the five cents (\$0.05) per hour allocation established on August 1, 2008 to offset retiree contribution amounts for retiree medical coverage or to employee pensions. The diversions shall be to the applicable trust fund and in accordance with established remittance rules and practices. The diversion shall be paid by the employer for all hours compensated including overtime hours, up to a maximum of 2080 hours per year. Allocations may only be diverted in accordance with the Memorandum of Understanding (MOU).

ARTICLE 29 – MISCELLANEOUS PROVISIONS

SECTION 12 – FUNERAL LEAVE

In the event of a death of a member of the employee's family, a seniority employee shall be allowed a reasonable time off to attend the funeral, or other bereavement rite. Time off shall not extend beyond the day of the funeral unless an additional day is required for travel, except as provided below. In no event will total compensated time off exceed four (4) scheduled work days. The employee will be reimbursed at eight (8) times the employee's straight time hourly rate for each day lost from work for those employees whose regularly scheduled workweek is five (5) days, and ten (10) times the straight time hourly rate for those employees whose regularly scheduled workweek is four (4) days.

A regular full-time employee shall be guaranteed two (2) days off to be taken between the day of death and two (2) working days following the funeral provided the employee attends the funeral or other bereavement rite.

Members of the employee's family means spouse, child, stepchild, grandchild, father, mother, brother, sister, grandparents, mother-in-law, and father-in-law **and step parents**. ~~Part-time employees will enjoy the same benefits as above, paid at four (4) times the employee's hourly rate.~~

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.

ARTICLE 31 – FEEDER DRIVERS

SECTION 8 – INTERPRETATION OF BREAKDOWN AND IMPASSABLE HIGHWAYS

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

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

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

FOR INTERNATIONAL BROTHERHOOD OF TEAMSTERS

By: Marty Frates
Negotiating Committee Chairman

FOR NEGOTIATING COMMITTEE

By: Dave Hawley
By: Marty Frates
By: Peter Nunez
By: Alberto Ruiz
By: Perry Hogan
By: Joseph Cilia
By: Mike Yates
By: Debbie Calkins
By: Mark Hawkins

FOR UNITED PARCEL SERVICE

By: Robert Pina
Negotiating Committee Chairman

FOR NEGOTIATING COMMITTEE

By: Lindsay Marshall
By: Brian Person
By: Michael Carnex
By: Robert Pina
By: Frank Cademarti
By: Veronica Angin
By: Chad Crouch
By: Robert Lawson
By: Lori Seymour
By: Sal Mignano
By: Mark Oty
By: Ryan Thibodeau

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, except as to those areas where it has been otherwise agreed to between the parties.

FOR TEAMSTER LOCAL UNIONS:

No. 70 By: Marty Frates, Mark Hawkins
No. 87 By: Joseph Sumlin
No. 137 By: Dave Hawley, Ken Malcolmson
No. 150 By: Perry Hogan, Dale Wentz, Alan Daurie
No. 287 By: Jerry Sweeney
No. 315 By: Don E. Garcia, Alberto Ruiz, Nick Berry
No. 386 By: Jeff Berdian, Bryan Ronngren
No. 431 By: Peter Nunez
No. 439 By: Geoff Donnelley, Steve Lins, Alex Roybal
No. 533 By: Debbie Calkins
No. 665 By: Mike Yates
No. 856 By: Malia Vella
No. 890 By: Jose Perez
No. 912 By: Steven Lua
No. 948 By: Adam Ochoa
No. 2785 By: Joseph Cilia, Troy Mosqueda

ADDENDUM NO. 2

LOCAL 856

Job Classification and Straight-Time Hourly Rates of Pay

All full-time seniority employees on the payroll as of July 31, 2018 including employees on the wage progression schedule, will receive the following general wage increase as follows:

Effective Date	Amount
August 1, 2013	\$.70
August 1, 2014	\$.70
August 1, 2015	\$.70
August 1, 2016	\$.40
February 1, 2017	\$.40
August 1, 2017	\$.50
February 1, 2018	\$.50

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

Group 4
All Groups

Effective:	8/1/2013	8/1/2014	8/1/2015	8/1/2016	2/1/2017
Start	\$18.75	\$18.75	\$18.75	\$18.75	\$18.75
Seniority	\$18.75	\$18.75	\$18.75	\$18.75	\$18.75
Twelve (12) months	\$19.50	\$19.50	\$19.50	\$19.50	\$19.50
Twenty-four (24) months	\$21.00	\$21.00	\$21.00	\$21.00	\$21.00
Thirty-six (36) months	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00
Forty-eight (48) months	\$32.47	\$33.17	\$33.87	\$34.27	\$34.67

Effective:	8/1/2017	2/1/2018
Start	\$18.75	\$18.75
Seniority	\$18.75	\$18.75
Twelve (12) months	\$19.50	\$19.50
Twenty-four (24) months	\$21.00	\$21.00
Thirty-six (36) months	\$25.00	\$25.00
Forty-eight (48) months	\$35.17	\$35.67

Effective:	8/1/2018	8/1/2019	8/1/2020	8/1/2021	8/1/2022
Start	\$21.00	\$21.00	\$21.00	\$21.00	\$21.00
Twelve (12) months	\$23.00	\$23.00	\$23.00	\$23.00	\$23.00
Twenty-four (24) months	\$24.00	\$24.00	\$24.00	\$24.00	\$24.00
Thirty-six (36) months	\$28.75	\$28.75	\$28.75	\$28.75	\$28.75
Forty-eight (48) months	\$36.37	\$37.12	\$37.92	\$38.82	\$39.82

(All above top rates reflect a 12¢ per hour COLA increase given in 2011)

COLA (refer to National Master)

It is understood that if the training period is changed in the Supplemental Agreement that this change would be applicable to the operations groups listed above.

Rates of pay in this Addendum are applicable to all employees hired in the General Locals of the Agreement which are performing the classifications of work listed in this Addendum. Job descriptions for the above job classifications have been mutually agreed to by Local Union No. 856 and the Employer and are considered to be part of this Addendum No. 2.

ADDENDUM NO. 4

LOCALS 87, 137, 150, 386, 431, 439, 533, 948

SECTION 1 – PAYMENTS

Premiums and benefits in effect during the life of the ~~2007-2013~~ **2018-2023** Agreement will be continued. The Employer shall pay into the Western Conference of Teamsters Pension Trust Fund for the account of each employee working under this Agreement, the applicable sum as listed below:

- (a) Monthly contributions for each employee on the payroll during the full calendar month who has been compensated for one hundred sixty (160) hours or more during such month are:

Effective August 1, 2013 ~~17~~ **18** \$1776.63 per month
 Effective August 1, 2014 ~~18~~ **19** To be Determined per Article 26 NCSA
 Effective August 1, 2015 ~~19~~ **20** To be Determined per Article 26 NCSA
 Effective August 1, 2016 ~~20~~ **21** To be Determined per Article 26 NCSA
 Effective August 1, 2017 ~~21~~ **22** To be Determined per Article 26 NCSA
Effective August 1, 2022 To be Determined per Article 26 NCSA

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

Effective August 1, 2013 ~~17~~ **18** \$10.25 per compensable hour
 Effective August 1, 2014 ~~18~~ **19** To be Determined per Article 26 NCSA
 Effective August 1, 2015 ~~19~~ **20** To be Determined per Article 26 NCSA
 Effective August 1, 2016 ~~20~~ **21** To be Determined per Article 26 NCSA
 Effective August 1, 2017 ~~21~~ **22** To be Determined per Article 26 NCSA
Effective August 1, 2022 To be Determined per Article 26 NCSA

For probationary employees hired on or after August 1st, 2013, the Employer shall pay an hourly contribution rate of ten cents (10¢), (including one cent (1¢) for PEER/80 for full-time employees) during the probationary period as defined in Article 3, Section 1, but in no case for a period longer than the first ninety (90) days from an employee's first date of hire. If and when this period is completed, the full standard contribution rate shall apply. Contributions shall be calculated on the same basis as described in this Article.

Effective January 1, 2008 the employer shall pay twenty five cents (25¢) per hour for all hours compensated including overtime hours, up to a maximum of 2080 hours per year for all fulltime Employees to the Northern California General Teamsters Security Fund (the Trust) in accordance with established remittance rules and practices. These monies are to be used to offset required retiree contribution amounts for retiree medical coverage. *(The monies for this twenty five cents were obtained as follows: Ten cents was obtained from negotiating the probationary break in rate in 2002. Fifteen cents was negotiated as new monies in 2007 to become effective 1/1/2008)*

- (c) Effective on the following dates, the Employer will pay total contributions split between amounts for benefit accrual and amounts to pay for PEER/80 under the Program for Enhanced Early Retirement (PEER). The contributions required to provide for PEER will not be taken into consideration for benefit accrual purposes under the plan. The contributions for PEER/80 must at all times be 16.5% of the basic contribution and cannot be decreased or discontinued at any time.

	Basic Contribution	PEER/80	Total Contribution
August 1, 2013 17 18	<u>\$8.80</u>	<u>\$1.45</u>	<u>\$10.25</u>
August 1, 2014 18 19	To be Determined per Article 26 NCSA		
August 1, 2015 19 20	To be Determined per Article 26 NCSA		
August 1, 2016 20 21	To be Determined per Article 26 NCSA		
August 1, 2017 21 22	To be Determined per Article 26 NCSA		
<u>August 1, 2022</u>	<u>To be Determined per Article 26 NCSA</u>		

- (d) Time paid for but not worked, such as holidays and vacation time, shall be considered as time worked for the purpose of this Article.
- (e) The total amount due for each calendar month shall be remitted in a lump sum not later than the 10th day of the following month. The Company agrees to abide to such rules as may be established by the Trustees of said Trust Fund to facilitate the prompt and orderly collection of such amounts, and the accurate reporting and recording of such amounts paid on account of the employees. Failure to make the payments herein provided, within the time specified, shall be a breach of this Agreement.
- (f) Effective August 1, 2013, and August 1 of all subsequent years, ten cents (10¢) per hour shall be allocated from each new increase in pension and or general wage increase monies to the Northern California General Teamsters Security Fund (the Trust) in accordance with established remittance rules and practices. These monies shall be paid by the employer for all hours compensated including overtime hours, up to a maximum of 2080 hours per year and are to be used to offset required retiree contribution amounts for retiree medical coverage. If the Trustees of the Trust determine that additional monies are needed to maintain this benefit, said additional monies shall be allocated from the aforementioned new pension and or general wage increases. *The total monies that have been diverted from new pension monies under this Section (f) as of August 1, 2012 July 31, 2018 is one dollar thirty cents (\$1.0030) per hour. If the trustees of the Trust determine that no additional monies are needed in any year, then those monies will remain in pension or G.W. increases. August 1, 2018 five (\$0.05) per hour will be diverted from the Legal Services.*

AUTOMOTIVE ADDENDUM NO. 5
(Applies to all Locals with Automotive Jurisdiction)

AUTOMOTIVE SERVICE RATES (CAR WASHER)

Refer to National Master, Article 4l, for wage increases.

Items 1 through 5:

8/1/13	8/1/14	8/1/15	8/1/16	2/1/17	8/1/17	2/1/18
\$32.76	\$33.46	\$34.16	\$34.56	\$34.96	\$35.46	\$35.96

Items 6, 7 and 8:

8/1/13	8/1/14	8/1/15	8/1/16	2/1/17	8/1/17	2/1/18
\$33.26	\$33.96	\$34.665	\$35.06	\$35.46	\$35.96	\$36.46

<u>8/1/18</u>	<u>8/1/19</u>	<u>8/1/20</u>	<u>8/1/21</u>	<u>8/1/22</u>
<u>\$36.66</u>	<u>\$37.41</u>	<u>\$38.21</u>	<u>\$39.11</u>	<u>\$40.11</u>

Items 6, 7 and 8:

<u>8/1/18</u>	<u>8/1/19</u>	<u>8/1/20</u>	<u>8/1/21</u>	<u>8/1/22</u>
<u>\$37.16</u>	<u>\$37.91</u>	<u>\$38.71</u>	<u>\$39.61</u>	<u>\$40.61</u>

(All above top rates reflect a 12¢ per hour COLA increase given in 2011)

ADDENDUM NO. 6

LOCALS 70, 287, 315, 665, 856, 890, 912 and 2785

SECTION 1 – PAYMENTS

The first pension increase in 2043~~18~~ will be effective August 1, 2043~~18~~. The employer is obligated to pay \$1.00 per hour for each employee each year of the contract for Health and Welfare and Pension. The Health and Welfare obligation is to be paid first, with the balance of the money going to pension. If the Health and Welfare costs increase and exceed \$1.00 per hour for each employee of each year, then maintenance of benefits will apply with no additional increase to pension for that year.

The pension contributions in each Local Union will vary due to the diversion of new pension contributions to cover the cost of Retiree Health and Welfare benefits.

Premiums and benefits in effect during the life of the 2008-2013 ~~2018-2023~~ Agreement will be continued.

The Employer shall pay into the Western Conference of Teamsters Pension Trust Fund for the account of each employee working under this Agreement, the applicable sum as listed below:

A.

1. LOCAL 70

- (a) Monthly contributions for each employee on the payroll during the full calendar month who has been compensated for one hundred sixty (160) hours or more during such month are:

Effective August 1, 2043 17	\$1,915.30 per month
Effective August 1, 2044 18	TO BE DETERMINED
Effective August 1, 2045 19	TO BE DETERMINED
Effective August 1, 2046 20	TO BE DETERMINED
Effective August 1, 2047 21	TO BE DETERMINED
Effective August 1, 2022	TO BE DETERMINED

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

Effective August 1, 2043 17	\$11.05 per compensable hour
Effective August 1, 2044 18	TO BE DETERMINED
Effective August 1, 2045 19	TO BE DETERMINED
Effective August 1, 2046 20	TO BE DETERMINED
Effective August 1, 2047 21	TO BE DETERMINED
Effective August 1, 2022	TO BE DETERMINED

- (c) Effective on the following dates, the Employer will pay total contributions split between amounts for benefit accrual and amounts to pay for PEER/80 under the Program for Enhanced Early Retirement (PEER). The contributions required to provide for PEER will not be taken into consideration for benefit accrual purposes under the plan. The contributions for PEER/80 must at all times be 16.5% of the basic contribution and cannot be decreased or discontinued at any time.

	Basic Contribution	PEER/80	Total Contribution
August 1, 2043 17	\$9.49	\$1.56	\$11.05
August 1, 2044 18	TO BE DETERMINED		
August 1, 2045 19	TO BE DETERMINED		
August 1, 2046 20	TO BE DETERMINED		
August 1, 2047 21	TO BE DETERMINED		
August 1, 2022	TO BE DETERMINED		

2. LOCAL 287

- (a) Monthly contributions for each employee on the payroll during the full calendar month who has been compensated for one hundred sixty (160) hours or more during such month are:

Effective August 1, 2043 17	\$1839.03 per month
Effective August 1, 2044 18	TO BE DETERMINED
Effective August 1, 2045 19	TO BE DETERMINED
Effective August 1, 2046 20	TO BE DETERMINED
Effective August 1, 2047 21	TO BE DETERMINED
Effective August 1, 2022	TO BE DETERMINED

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

Effective August 1, 2043 17	\$10.61 per compensable hour
Effective August 1, 2044 18	TO BE DETERMINED
Effective August 1, 2045 19	TO BE DETERMINED
Effective August 1, 2046 20	TO BE DETERMINED
Effective August 1, 2047 21	TO BE DETERMINED
Effective August 1, 2022	TO BE DETERMINED

- (c) Effective on the following dates, the Employer will pay total contributions split between amounts for benefit accrual and amounts to pay for PEER/80 under the Program for Enhanced Early Retirement (PEER). The contributions required to provide for PEER will not be taken into consideration for benefit accrual purposes under the plan. The contributions for PEER/80 must at all times be 16.5% of the basic contribution and cannot be decreased or discontinued at any time.

	Basic Contribution	Total PEER/80	Total Contribution
August 1, 2043 17	\$9.11	\$1.50	\$10.61
August 1, 2044 18	TO BE DETERMINED		
August 1, 2045 19	TO BE DETERMINED		
August 1, 2046 20	TO BE DETERMINED		
August 1, 2047 21	TO BE DETERMINED		
August 1, 2022	TO BE DETERMINED		

3. LOCAL 315

- (a) Monthly contributions for each employee on the payroll during the full calendar month who has been compensated for one hundred sixty (160) hours or more during such month are:

Effective August 1, 2043 17	\$1,660.50 per month
Effective August 1, 2044 18	TO BE DETERMINED
Effective August 1, 2045 19	TO BE DETERMINED
Effective August 1, 2046 20	TO BE DETERMINED
Effective August 1, 2047 21	TO BE DETERMINED
Effective August 1, 2022	TO BE DETERMINED

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

Effective August 1, 2043 17	\$9.58 per month
Effective August 1, 2044 18	TO BE DETERMINED
Effective August 1, 2045 19	TO BE DETERMINED
Effective August 1, 2046 20	TO BE DETERMINED
Effective August 1, 2047 21	TO BE DETERMINED
Effective August 1, 2022	TO BE DETERMINED

- (c) Effective on the following dates, the Employer will pay total contributions split between amounts for benefit accrual and amounts to pay for PEER/80 under the Program for Enhanced Early Retirement (PEER). The contributions required to provide for PEER will not be taken into consideration for benefit accrual purposes under the plan. The contributions for PEER/80 must at all times be 16.5% of the basic contribution and cannot be decreased or discontinued at any time.

	Basic Contribution	PEER/80	Total Contribution
August 1, 20+317	\$8.22	\$1.36	\$9.58
August 1, 20+418	TO BE DETERMINED		
August 1, 20+519	TO BE DETERMINED		
August 1, 20+620	TO BE DETERMINED		
August 1, 20+721	TO BE DETERMINED		
August 1, 2022	TO BE DETERMINED		

4. LOCAL 665 CAR WASH

- (a) Monthly contributions for each employee on the payroll during the full calendar month who has been compensated for one hundred sixty (160) hours or more during such month are:

Effective August 1, 20+317	\$2001.96 per month
Effective August 1, 20+418	TO BE DETERMINED
Effective August 1, 20+519	TO BE DETERMINED
Effective August 1, 20+620	TO BE DETERMINED
Effective August 1, 20+721	TO BE DETERMINED
Effective August 1, 2022	TO BE DETERMINED

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

Effective August 1, 20+317	\$11.55 per compensable hour
Effective August 1, 20+418	TO BE DETERMINED
Effective August 1, 20+519	TO BE DETERMINED
Effective August 1, 20+620	TO BE DETERMINED
Effective August 1, 20+721	TO BE DETERMINED
Effective August 1, 2022	TO BE DETERMINED

- (c) Effective on the following dates, the Employer will pay total contributions split between amounts for benefit accrual and amounts to pay for PEER/80 under the Program for Enhanced Early Retirement (PEER). The contributions required to provide for PEER will not be taken into consideration for benefit accrual purposes under the plan. The contributions for PEER/80 must at all times be 16.5% of the basic contribution and cannot be decreased or discontinued at any time.

	Basic Contribution	PEER/80	Total Contribution
August 1, 20+317	\$9.91	\$1.64	\$11.55
August 1, 20+418	TO BE DETERMINED		
August 1, 20+519	TO BE DETERMINED		
August 1, 20+620	TO BE DETERMINED		
August 1, 20+721	TO BE DETERMINED		
August 1, 2022	TO BE DETERMINED		

5. LOCAL 665 (old 624)

- (a) Monthly contributions for each employee on the payroll during the full calendar month who has been compensated for one hundred sixty (160) hours or more during such month are:

Effective August 1, 20+317	\$1833.31 per month
Effective August 1, 20+418	TO BE DETERMINED
Effective August 1, 20+519	TO BE DETERMINED
Effective August 1, 20+620	TO BE DETERMINED
Effective August 1, 20+721	TO BE DETERMINED
Effective August 1, 2022	TO BE DETERMINED

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

Effective August 1, 20+317	\$10.577 per compensable hour
Effective August 1, 20+418	TO BE DETERMINED
Effective August 1, 20+519	TO BE DETERMINED
Effective August 1, 20+620	TO BE DETERMINED
Effective August 1, 20+721	TO BE DETERMINED
Effective August 1, 2022	TO BE DETERMINED

- (c) Effective on the following dates, the Employer will pay total contributions split between amounts for benefit accrual and amounts to pay for PEER/80 under the Program for Enhanced Early Retirement (PEER). The contributions required to provide for PEER will not be taken into consideration for benefit accrual purposes under the plan. The contributions for PEER/80 must at all times be 16.5% of the basic contribution and cannot be decreased or discontinued at any time.

	Basic Contribution	PEER/80	Total Contribution
August 1, 20+317	\$9.079	\$1.498	\$10.577
August 1, 20+418	TO BE DETERMINED		
August 1, 20+519	TO BE DETERMINED		
August 1, 20+620	TO BE DETERMINED		
August 1, 20+721	TO BE DETERMINED		
August 1, 2022	TO BE DETERMINED		

6. LOCAL 856

- (a) Monthly contributions for each employee on the payroll during the full calendar month who has been compensated for one hundred sixty (160) hours or more during such month are:

Effective August 1, 20+317	\$1657.55 per month
Effective August 1, 20+418	TO BE DETERMINED
Effective August 1, 20+519	TO BE DETERMINED
Effective August 1, 20+620	TO BE DETERMINED
Effective August 1, 20+721	TO BE DETERMINED
Effective August 1, 2022	TO BE DETERMINED

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

Effective August 1, 20+317	\$9.563 per compensable hour
Effective August 1, 20+418	TO BE DETERMINED
Effective August 1, 20+519	TO BE DETERMINED
Effective August 1, 20+620	TO BE DETERMINED
Effective August 1, 20+721	TO BE DETERMINED
Effective August 1, 2022	TO BE DETERMINED

- (c) Effective on the following dates, the Employer will pay total contributions split between amounts for benefit accrual and amounts to pay for PEER/80 under the Program for Enhanced Early Retirement (PEER). The contributions required to provide for PEER will not be taken into consideration for benefit accrual purposes under the plan. The contributions for PEER/80 must at all times be 16.5% of the basic contribution and cannot be decreased or discontinued at any time.

	Basic Contribution	PEER/80	Total Contribution
August 1, 20+317	\$8.21	\$1.353	\$9.563
August 1, 20+418	TO BE DETERMINED		
August 1, 20+519	TO BE DETERMINED		
August 1, 20+620	TO BE DETERMINED		
August 1, 20+721	TO BE DETERMINED		
August 1, 2022	TO BE DETERMINED		

7. LOCAL 890

- (a) Monthly contributions for each employee on the payroll during the full calendar month who has been compensated for one hundred sixty (160) hours or more during such month are:

Effective August 1, 20+317	\$2001.96 per month
Effective August 1, 20+418	TO BE DETERMINED
Effective August 1, 20+519	TO BE DETERMINED
Effective August 1, 20+620	TO BE DETERMINED
Effective August 1, 20+721	TO BE DETERMINED
Effective August 1, 2022	TO BE DETERMINED

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

Effective August 1, 20+317	\$11.55 per compensable hour
Effective August 1, 20+418	TO BE DETERMINED
Effective August 1, 20+519	TO BE DETERMINED
Effective August 1, 20+620	TO BE DETERMINED
Effective August 1, 20+721	TO BE DETERMINED
Effective August 1, 2022	TO BE DETERMINED

- (c) Effective on the following dates, the Employer will pay total contributions split between amounts for benefit accrual and amounts to pay for PEER/80 under the Program for Enhanced Early Retirement (PEER). The contributions required to provide for PEER will not be taken into consideration for benefit accrual purposes under the plan. The contributions for PEER/80 must at all times be 16.5% of the basic contribution and cannot be decreased or discontinued at any time.

	Basic Contribution	PEER/80	Total Contribution
August 1, 20+317	\$9.91	\$1.64	\$11.55
August 1, 20+418	TO BE DETERMINED		
August 1, 20+519	TO BE DETERMINED		
August 1, 20+620	TO BE DETERMINED		
August 1, 20+721	TO BE DETERMINED		
August 1, 2022	TO BE DETERMINED		

8. LOCAL 912

- (a) Monthly contributions for each employee on the payroll during the full calendar month who has been compensated for one hundred sixty (160) hours or more during such month are:

Effective August 1, 20+317	\$1839.03 per month
Effective August 1, 20+418	TO BE DETERMINED
Effective August 1, 20+519	TO BE DETERMINED
Effective August 1, 20+620	TO BE DETERMINED
Effective August 1, 20+721	TO BE DETERMINED
Effective August 1, 2022	TO BE DETERMINED

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

Effective August 1, 20+317	\$10.61 per compensable hour
Effective August 1, 20+418	TO BE DETERMINED
Effective August 1, 20+519	TO BE DETERMINED
Effective August 1, 20+620	TO BE DETERMINED
Effective August 1, 20+721	TO BE DETERMINED
Effective August 1, 2022	TO BE DETERMINED

- (c) Effective on the following dates, the Employer will pay total contributions split between amounts for benefit accrual and amounts to pay for PEER/80 under the Program for Enhanced Early Retirement (PEER). The contributions required to provide for PEER will not be taken into consideration for benefit accrual purposes under the plan. The contributions for PEER/80 must at all times be 16.5% of the basic contribution and cannot be decreased or discontinued at any time.

	Basic Contribution	PEER/80	Total Contribution
August 1, 20+317	\$9.11	\$1.50	\$10.61
August 1, 20+418	TO BE DETERMINED		
August 1, 20+519	TO BE DETERMINED		
August 1, 20+620	TO BE DETERMINED		
August 1, 20+721	TO BE DETERMINED		
August 1, 2022	TO BE DETERMINED		

9. LOCAL 2785

- (a) Monthly contributions for each employee on the payroll during the full calendar month who has been compensated for one hundred sixty (160) hours or more during such month are:

Effective August 1, 20+317	\$2001.96 per month
Effective August 1, 20+418	TO BE DETERMINED
Effective August 1, 20+519	TO BE DETERMINED
Effective August 1, 20+620	TO BE DETERMINED
Effective August 1, 20+721	TO BE DETERMINED
Effective August 1, 2022	TO BE DETERMINED

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

Effective August 1, 20+317	\$11.55 per compensable hour
Effective August 1, 20+418	TO BE DETERMINED
Effective August 1, 20+519	TO BE DETERMINED
Effective August 1, 20+620	TO BE DETERMINED
Effective August 1, 20+721	TO BE DETERMINED
Effective August 1, 2022	TO BE DETERMINED

- (c) Effective on the following dates, the Employer will pay total contributions split between amounts for benefit accrual and amounts to pay for PEER/80 under the Program for Enhanced Early Retirement (PEER). The contributions required to provide for PEER will not be taken into consideration for benefit accrual purposes under the plan. The contributions for PEER/80 must at all times be 16.5% of the basic contribution and cannot be decreased or discontinued at any time.

	Basic Contribution	PEER/80	Total Contribution
August 1, 20+317	\$9.91	\$1.64	\$11.55
August 1, 20+418	TO BE DETERMINED		
August 1, 20+519	TO BE DETERMINED		
August 1, 20+620	TO BE DETERMINED		
August 1, 20+721	TO BE DETERMINED		
August 1, 2022	TO BE DETERMINED		

LETTER OF UNDERSTANDING

LETTER OF UNDERSTANDING PEAK SEASON HELPERS ~~2018-2022~~ **2018-2018**

The function of the Peak Season Helper is to work under the direction of a package driver. At no time shall an employee be classified as a Peak Season Helper if he/she is not under the direct supervision of and working in conjunction with a package driver. The following provisions shall apply to Peak Season Helpers:

1. Peak Season Helpers may be used between November 1 and January 15.
2. A minimum of fifty percent (50%) of the helpers working in any given building on any given day shall be from the inside ranks. Such helper work shall be offered by seniority. Utility and Air Drivers may only work as helpers if they are not needed for utility or air work. During this period, when these drivers are needed and thus not available for helper work, they will be guaranteed eight (8) hours that day in combination with their inside job and driving job. This applies to the Peak Season only and there is no obligation to the Company to work anyone on overtime.
3. Inside employees cannot be helpers if it conflicts with their primary job function.
4. The Helper rate of pay will be as follows for all hours spent in the Helper classification:
2013 — \$15.20 per hour
2014 — \$15.20
2015 — \$15.50
2016 — \$15.50
2017 — \$15.50
2018 — \$15.80
2018 \$15.80
2019 \$15.80
2020 \$15.80
2021 \$15.80
2022 \$15.80

No Peak season inside helper shall make less than their current inside wage, or the market rate adjustment for outside hires.

The above rates will apply to all seniority employees effective ~~November 1, 2013~~ **November 1, 2018**. Off the street helpers will be paid \$8.25 **\$11.00** per hour.

5. A Helper bid list will be posted for five (5) days. Any inside employees wanting to be considered for Helper work must sign up during this period. The list of successful job bidders, by seniority, will be posted with a copy to the Union.
6. Part-time employees who choose to work as Helpers shall be guaranteed eight (8) hours per day between their primary jobs and their helper assignments. There will be no obligation to the Company to work Helpers overtime; however, Helpers will be guaranteed to work their full primary shift.
7. Overtime rates shall apply to all hours worked over eight (8) hours per day in addition to overtime on employee's respective part-time shifts. Overtime rates shall be predicated on the job at the time of overtime.
8. All off the street Helpers will be part time employees. The Company shall provide the Local Union with a list of all off the street Helpers within 5 days of their start date.

9. The Company will not be obligated to pay Health and Welfare payments for these temporary employees. If these temporary employees work in any other classification, the Company will be obligated to these payments. If the Company retains the employee past the helper period, the Company would be obligated to make retroactive Health and Welfare payments for all hours the employee has worked.
10. The off the street helpers will receive a guarantee of 3.5 hours and receive overtime after ~~five (5)~~ **eight (8)** hours of work per day.
11. All helpers may start and finish on area.
12. All helpers may use a DIAD board **or other electronic method** to clock on and off.
13. Flexible starting times may be used.
14. Peak Season package driving positions will be offered to employees by seniority in the following order:
 - A. Full time 22.3 driver qualified employees.
 - B. Utility drivers and air drivers
 - C. Peak Season hires.Once a position is accepted, the employee will continue to work in that position until January 15 or until no longer needed. During this period, the employee will no longer work in their regular position. **A 22.3, Utility driver, and air driver will be paid 8 hours at their driver rate for any holiday that falls in the period of this accepted position and meets the qualifications of Article 24.** The employee will return to his/her regular position upon completion of his/her temporary position or due to lay-off during this period.
15. Helpers are entitled to all personal time outlined in the Labor Contract.
16. In the event UPS enters into any agreement with any Local Union that is superior to what is contained in this agreement, the other Locals will receive that same benefit.

ARTICLE 22.4

ARTICLE 22.4 LETTER OF UNDERSTANDING FULL TIME EMPLOYEE WORK RULES

1. WHERE A LAYOFF IS POSTED ON A FRIDAY AND AN ARTICLE 21 RPCD IS LAIDOFF, THE RPCD HAS THE FOLLOWING OPTIONS:
 - (1) THE LAID OFF RPCD MAY EXERCISE THEIR SENIORITY AND DISPLACE ONE (1) OR TWO (2) LESS SENIOR PART TIME EMPLOYEES AT THEIR CURRENT DRIVER RATE OF PAY FOR THE DURATION OF THE LAYOFF.
 - (2) THE RPCD MAY ELECT TO TAKE THE DAY OFF BY SENIORITY.
 - (3) THE RPCD MAY BUMP A 22.4 ON A TUESDAY THROUGH SATURDAY WORKWEEK AND WORK SATURDAY AT THE RPCD'S CURRENT DRIVER RATE OF PAY.
 - (4) THE RPCD MAY WORK A 4-10 WORKWEEK SUBJECT TO THE UNION PROPOSAL ON ARTICLE 22 SECTION 2 NCSA.

- (5) THE RPCD MAY DISPLACE A LOWER SENIORITY 22.3 EMPLOYEE THEY ARE QUALIFIED TO REPLACE, AND BE PAID AT THEIR NORMAL PACKAGE DRIVER RATE OF PAY.
2. NO ARTICLE 22.4 EMPLOYEE WILL PERFORM ANY DRIVING WORK WHILE ANY RPCD'S ARE LAID OFF.
 3. RPCD POSITIONS SHALL BE OFFERED TO ALL FULL TIME EMPLOYEES BASED ON SENIORITY, THEN TO PART TIMERS. IN ACCORDANCE WITH ARTICLE 3 SECTION 10 NCSA.
 4. ARTICLE 22.4 EMPLOYEES SHALL BE INCLUDED AND MADE A PART OF THE SINGLE FULL TIME SENIORITY LIST IN EACH BUILDING WHERE THEY ARE LOCATED FOR LAYOFF, BIDDING PURPOSES AND THE ASSIGNMENT OF EXTRA WORK ASSIGNMENTS.
 5. ARTICLE 22.4 POSITIONS SHALL BE OFFERED TO ALL FULL TIME EMPLOYEES BASED ON SENIORITY, THEN TO PART TIMERS. IN ACCORDANCE WITH ARTICLE 3 SECTION 10 NCSA AND ARTICLE 3 SECTION 1 NCSR.
 6. ARTICLE 22.4 EMPLOYEES SHALL SELECT VACATION WITH PACKAGE PER ARTICLE 25 SECTION 7 NCSA.
 7. THE PRACTICE OF USING RPCD'S TO PERFORM EARLY AM PACKAGE AND BULK STOP WORK SHALL REMAIN THE SAME. ARTICLE 22.4 DRIVERS SHALL NOT PERFORM EARLY PACKAGE WORK. ANY MOVEMENT OF AIR PACKAGES TO AIRPORTS AND OTHER LOCATIONS INCLUDING BUT NOT LIMITED TO SERVICE CENTERS, UPS BUILDINGS AND DRIVER MEET POINTS SHALL CONTINUE TO BE PERFORMED BY RPCD'S AND AT NO TIME SHALL SUCH WORK BE PERFORMED BY A 22.4 DRIVER.
 8. THE WORKWEEK FOR ARTICLE 22.4 EMPLOYEES SHALL CONSIST OF FIVE (5) CONSECUTIVE EIGHT (8) HOUR DAYS WITH ONE SCHEDULED START TIME PER WEEK. NO 22.4 EMPLOYEE SHALL START DRIVING BEFORE THE RPCD START TIME. START TIMES FOR ALL ARTICLE 22.4 EMPLOYEES THAT PERFORM DRIVE-DRIVE WORK WILL BE 9:00 A.M. – 12:00 P.M. AND MUST BE POSTED ON THE PRIOR FRIDAY OF THE WORK WEEK FOR WHICH THE SHIFTS ARE TO BE EFFECTIVE, EXCLUSIVE OF SATURDAYS AND SUNDAYS.
 9. THE PROTECTED NUMBER OF RPCD'S SHALL INCLUDE ALL FULL TIME DRIVERS CURRENTLY ON ROLL, INCLUDING ANY DRIVER CURRENTLY IN A PROBATIONARY PERIOD.
 10. PENSION RATES PAID ACCORDING TO LOCAL ADDENDUM AND ARTICLE 34 NMUPSA.
 11. WAGE RATES ACCORDING TO ARTICLE 41 SECTION 4 NMUPSA.
 12. WHEN A HOLIDAY FALLS ON A SEVENTH (7TH) DAY OF THE WORK WEEK FOR A 22.4 EMPLOYEE, THE EMPLOYEE SHALL HAVE THE OPTION OF RESCHEDULING THE HOLIDAY AS A FLOATING HOLIDAY TO BE TAKEN AFTER THE ORIGINAL HOLIDAY. THE RESCHEDULING WILL BE DONE IN ADVANCE BY MUTUAL AGREEMENT BETWEEN THE EMPLOYEE AND THE EMPLOYER.
 13. 22.4 START TIMES WILL BE OFFERED BY SENIORITY WITHIN THE 22.4 EMPLOYEES IN EACH PACKAGE CENTER
 14. THE PARTIES RECOGNIZE THAT DAILY VOLUME FLUCTUATIONS, IN PARTICULAR LIGHT VOLUME ON MONDAYS, MAY PRESENT UNIQUE CHALLENGES FOR SCHEDULING RPCD'S AND 22.4 DRIVERS. ANY LOCAL UNION HAVING A DISPUTE WITH RPCD'S BEING LAID OFF ON MONDAYS WHILE 22.4 DRIVERS WORK A FULL TUESDAY-SATURDAY WORKWEEK SHALL FIRST ATTEMPT RESOLUTION WITH THE LABOR MANAGER. IF THE ISSUE CANNOT BE RESOLVED, IT SHALL BE IMMEDIATELY REFERRED TO THE CO-CHAIR OF THE NOR CAL COMMITTEE AND THE UPS VICE PRESIDENT OF LABOR RELATIONS.

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

MEMORANDUM OF UNDERSTANDING

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

1. Effective August 1, 2018 and each August 1 of this Agreement, the Union may divert allocations provided in Article 34, Section 1(a) to the applicable Fund to offset required retiree contribution amounts for retiree medical coverage. The diversions shall be to the applicable trust fund and in accordance with established remittance rules and practices. The diversion shall be paid by the Employer for all hours compensated including overtime hours, up to a maximum of 2080 hours per year. Allocations may only be diverted in accordance with the Memorandum of Understanding (MOU).
2. The one dollar (\$1.00) per year increase provided by Article 34, Section 1(a) shall first be used to satisfy any required Health & Welfare increase necessary to satisfy maintenance of benefits (MOB). If any portion of the one-dollar (\$1.00) increase is remaining after covering MOB costs, the Union can decide to allocate any money available for pension to the applicable retiree healthcare Fund referenced in paragraph 1 above. If any portion of the Article 34 increase is allocated to a Fund to offset retiree medical costs, then UPS' total increase in contributions cannot exceed one dollar (\$1.00).
3. The Employer agrees that the general wage increases provided in the National Master Agreement may be subject to reallocation to the applicable Fund pursuant to this MOU provided Article 34, Section 4 is followed.

TEAMSTERS NORCAL 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 Master Agreement, as applied and interpreted during the life of such Agreement. Additions and new language are **bold and underlined**. Language from the prior Master Agreement that is being deleted is ~~struck through~~.

AGREEMENT Sort

Agreement for the period of August 1, ~~2013~~ 2018 through July 31, ~~2018~~ 2023

This agreement has been entered into between UNITED PARCEL SERVICE, INC., or its successors, hereinafter referred to as the Employer and the below listed Local Unions of the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, hereinafter collectively referred to as the Unions:

70, 87, 137, 150, 287, 315, 386, 431, 439, 533, 665,
856, 890, 912, 948, 2785.

The Union consists of any Local Union which may become a party to this Agreement and any Addenda hereinafter set forth. Such Local Unions are hereinafter designated as "Local Union".

ARTICLE 3 – SENIORITY AND LAYOFFS

SECTION 3 – NOTICE OF LAYOFF

All employees are to be given notice posted ~~on in~~ in a bulletin board designated location which the Labor Manager and the Union will mutually decide, for the assignments of the work week, start times of an impending layoffs not later than the beginning of the last shift worked prior to the commencement of such layoffs. It is the responsibility of the employer to notify by phone, any affected employees that are not working the day of the posting. All phone calls will be verified by a shop steward of the Local Union and a log be maintained. It is the responsibility of the employee to insure his/her contact information is accurate. The Union will be provided a copy of the layoff notices by fax or by email on the same day they are posted. The above notice of layoff shall not apply during any emergency beyond the Employer's control, provided notification is given to the employee at least one (1) hour prior to the start of the employee's shift.

SECTION 6 – CLOSED OR PARTIALLY CLOSED CENTERS OR HUBS

Whenever a center or hub is closed or partially closed, the employees affected will be entitled to follow the work and their seniority will be dovetailed in the new location. In the event the

employees affected elect not to follow the work, it shall be offered to the other employees at the center or hub in seniority order. In the event no employee elected to follow the work and it becomes necessary to reduce the working force, the provisions of Article 3, Section 2-Application of Seniority, shall apply. In the event of closing or partially closing any hub or operating center, the Employer shall notify the Union of its intent and post the amount and type of positions affected and the date of such contemplated action at least thirty (30) days in advance.

(a) **Transfers:** In cases of proven need it is agreed by the Employer and the Local Union involved, that an employee shall be permitted to transfer from one (1) company facility to another, provided said employee has a Transfer Request Form on file stating his/her ~~reasons and~~ desired facility into which they wish to transfer. Any such transfer shall take place only within the area covered by the Northern California Supplemental Agreement and only prior to hiring from the outside. Any such transfers shall be limited to ~~four (4) people;~~ two (2) full-time and two (2) part-time employees, per year per destination facility. Such employees shall retain company seniority for the purpose of fringe benefits but shall be placed at the bottom of the appropriate seniority list. It is the employee's responsibility to verify all benefits at the requested transfer location. Benefits may vary by state and location. The medical, dental, vision, retiree medical coverage and pension rates may be less or non-existent in the location you desire. Contact the Local Union having jurisdiction over the area you wish to transfer to for all information pertaining to the area benefits.

SECTION 8 – SENIORITY LIST

The Employer shall post and maintain a current seniority list at all times in a conspicuous place at each operating center. Said list shall be considered to be correct as posted unless a protest is registered with the Employer and the Union within thirty (30) days from date of posting. At the time of posting, a copy will be faxed, ~~or mailed~~ or emailed to the Local Union, ~~or e-mailed upon request of the Local Union.~~ These lists will include a Master part-time, list of hub and all shifts. The Company will provide a copy of these lists every six (6) months.

ARTICLE 7 – GRIEVANCE PROCEDURE

SECTION 5 – SELECTION OF AN IMPARTIAL ARBITRATOR

The parties shall choose an impartial arbitrator and the decision of the impartial arbitrator shall be final and binding on both parties. Said impartial arbitrator shall be selected from an agreed upon list mutually selected by the parties.

The Arbitrators mutually agreed to are:

1. Ames, Claude
2. ~~Askin, Charles~~ **Katherine Thompson**
3. Brogen, Margaret
4. Durick, Michael
5. Kagel, John
6. ~~Staudohar, Paul~~ **Guy Prihar**
7. Winograd, Barry
8. **Stephan Hayford**
9. **Mark Brustein**

If any of the above becomes unavailable, the replacement shall be mutually agreed on within forty-five (45) days of knowledge.

After a toss of a coin to decide which party shall move first, the representative of the Employer and the representative of the Union shall alternately strike one (1) name from the list until one (1) name remains and such person shall be the arbitrator for the case. The last name stricken shall be the alternate arbitrator to serve in the event the first (1st) arbitrator is not available. This procedure shall be followed until there is an available arbitrator. It is understood that the time limits referred above may be waived by mutual agreement of the parties.

ARTICLE 11 – GENERAL PROVISIONS

SECTION 6 – TIME CLOCKS

The Employer shall install time clocks. Such time clocks must be kept accurate. Employees shall punch in on such time clocks when they report to work and shall punch out when all work is completed. The Employer shall not alter an employee's time card in any manner without clearing the alteration with the employee. Upon request, an employee may inspect the record of his/her time for the previous day's work. An employee will be allowed to view the operation report for the current pay period for the purpose of checking his/her hours worked. The Employer agrees to provide forms for the employee to record his/her daily starting and ending times. The Company agrees to audit, on a regular basis, to ensure the availability of time clocks in all operations at the same locations as any other device used to record employees work time.

In accordance with Article 12 of the NMUPSA an employee's hours worked, and rate of pay shall be available for review electronically by the affected employee on a Company maintained website.

All time clocks shall be converted so as to record time in hundredths.

SECTION 9 – PHYSICAL EXAMINATIONS

If the Employer requests an employee to take a physical examination, including examinations required by the Department of Motor Vehicles, Public Utilities Commission or Interstate Commerce Commission, the Employer shall bear the costs of such examination and shall compensate the employee for the time involved in taking the examination. The Employer shall also bear the cost of pre-employment physical examination if such examination is required. Time spent for pre-employment examinations shall not be paid for, this includes part-time to full-time employment.

The company shall be prohibited from including on any medical forms language obligating the employee to release medical records regarding his/her medical history.

The Company will not ask employees to sign any medical release forms that give it unlimited access to employees' medical history/information. UPS may request employees sign a form to release the minimum medical information/history necessary to address employee issues (e.g., ADA release form shall not require release of any medication history/information except for the information relevant to the restrictions that require an accommodation) or to comply with applicable law (e.g. Workers' Compensation, DOT drug test results). Both parties agree that there are certain third-party administrators of UPS programs (i.e. Workers' Compensation, FMLA, LTD) that may utilize their own release forms. However, when signing a release with the third-party administrator, the Company will have no access to that medical history/information, with the exception of information that the third party administrator must share with the Company due to applicable laws and regulations or that is necessary for UPS to administer the program according to its terms and/or applicable law. Any information released to UPS in accordance with this section will be retained in accordance with the Company's Record Retention Schedule and in no event will they be used or disclosed except as otherwise permitted by this section.

The Employer reserves the right to select its own medical examiner or physician and the Union may, if it believes an injustice has been done an employee, have said employee re-examined at the employee's expense.

In the event of disagreement between the physician selected by the Employer and the physician selected by the employee, the Employer and the employee's physician shall together select a third (3rd) physician within thirty (30) days whose opinion shall be final. The third (3rd) physician's fees shall be equally divided between the employee and the Employer.

The Employer or its designee shall not visit an employee at his/her home, without his/her consent. No representative of the Employer shall be permitted to accompany an employee while he/she is receiving medical treatment and/or being examined by a medical provider, without the employee's consent.

ARTICLE 17 – TERM OF AGREEMENT

This Agreement shall become effective August 1, 2013 **2018** and shall continue in full force and effect to and including July 31, 2018 **2023**, and shall be considered as renewed from year to year thereafter unless either party hereto shall give written notice to the other of its desire to modify or terminate the Agreement, and such notice must be given at least sixty (60) days prior to the expiration of this Agreement.

ARTICLE 18 – JOB CLASSIFICATION AND RATE OF PAY

SECTION 1 – RATES

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

Part-time employees hired after July 2, 1982 shall be red-circled at their current rate of pay as of July 31, 2013 **2018**, and shall receive the following wage increases:

Effective Date	Amount
August 1, 2013 2018	\$.70
August 1, 2014 2019	\$.70 .75

August 1, 2015 2020	\$.70	<u>.80</u>
August 1, 2016 2021	\$.40	<u>.90</u>
February 1, 2017	\$.40	
August 1, 2017 2022	\$.50	<u>1.00</u>
February 1, 2018	\$.50	

All part-time employees (Hub, Sorters, Preloaders, Tower, Load, Unload, etc.) who have attained seniority as of August 1, ~~2013~~ 2018, shall receive the following wage increases:

Effective Date	Amount
August 1, 2013 2018	\$.70
August 1, 2014 2019	\$.70 <u>.75</u>
August 1, 2015 2020	\$.70 <u>.80</u>
August 1, 2016 2021	\$.40 <u>.90</u>
February 1, 2017	\$.40
August 1, 2017 2022	\$.50 <u>1.00</u>
February 1, 2018	\$.50

Part-time employees still in progression on August 1, ~~2013~~ 2018 shall receive the above contractual increases and will be paid no less than what they are entitled to in accordance with Article 22, Section 5 of the ~~2013-2018~~ 2018-2023 Master Agreement. The progression set forth in (b) below shall be applied effective August 1, ~~2013~~ 2018.

(b) Newly hired part-time employees:

All part-time employees who are hired or reach seniority after August 1, ~~2013~~ 2018, will be paid according to the following wage schedules:

<u>August 1, 2018</u>	<u>\$13.00</u>
<u>August 1, 2019</u>	<u>\$14.00</u>
<u>August 1, 2020</u>	<u>\$14.50</u>
<u>August 1, 2021</u>	<u>\$15.00</u>
<u>August 1, 2022</u>	<u>\$15.50</u>

	Hourly Rate Preloader/Sorter	Hourly Rate All Others
Start	\$11.00	\$10.00
Seniority plus one (1) year	\$11.50	\$10.50
Seniority plus two (2) years	\$12.00	\$11.00
Seniority plus three (3) years	\$13.00	\$12.00
Seniority plus four (4) years	\$13.50	\$12.50

~~Employees working high or low volume directs shall receive the preloader/sorter rates.~~

(c) The wage rates and increases provided in (a) and (b) shall be a minimum.

(d) All employees governed by this Article shall be provided a minimum daily three and one half (3 1/2) hour guarantee.

(e) Seniority part-time employees who are receiving an hourly rate higher than set forth above in Section (b), as a result of a Market Rate Adjustment or any minimum wage law, shall not have their hourly rate reduced due to the implementation of this Article. All part-time employees who have attained seniority as of August 1, 2018 will receive the general wage increase in this section but will in no case receive less than the hourly rate specified on August 1st 2018-2022 as set forth in b, above.

ARTICLE 19 – HOURS OF WORK

SECTION 2 – OVERTIME

The overtime rate shall be one and one half (1 1/2) times the regular straight time rate. However, the rate of double (2) time shall be paid for all work performed on Sundays. The overtime rate shall be paid for all hours worked:

- (a) In excess of forty (40) straight time hours in any workweek;
- (b) For all hours worked on a sixth (6th) day of ~~work during the~~ Scheduled work week, ~~and;~~
- (c) ~~For work on Saturdays for those employees on a Monday through Friday workweek.~~
- (c) **Double time (2 times) for all hours worked on a seventh day of the scheduled work week.**

The Employer agrees that extra overtime in a classification (overtime that is not part of the employee's daily assignment) shall be offered to the senior employee in that classification on the seniority list who is available for the assignment. This shall be confined to the original assignment and one (1) further move by seniority.

ARTICLE 23 – HEALTH AND WELFARE

The existing Health and Welfare Plans contained in the Local Rider agreements attached hereto shall be continued during the life of this Agreement. The present level of benefits under the Health and Welfare Plans shall be maintained during the life of this Agreement. Any increase in premium necessary to maintain the present level of benefits during the life of this Agreement shall be borne by the Employer.

A total of \$1.00 per hour has been negotiated for Health and Welfare and Pension contributions for each year of the contract. If maintenance of benefits for Health and Welfare increases are less than \$1.00 per hour, the remainder will be allocated for pension contributions on August 1st of each contractual year.

~~8/1/13~~ \$.50 per hour contributed to the pension.

8/1/14 18 \$1.00 per hour Health and Welfare increase to be determined by plan.

8/1/15 19 \$1.00 per hour Health and Welfare increase to be determined by plan.

8/1/16 20 \$1.00 per hour Health and Welfare increase to be determined by plan.

8/1/17 21 \$1.00 per hour Health and Welfare increase to be determined by plan.

8/1/18 22 \$1.00 per hour Health and Welfare increase to be determined by plan.

In the event the Health and Welfare plans increase is over \$1.00 per hour in a contractual year, maintenance of benefits will cover all increases over \$1.00 per hour and there will be no pension increases for the affected contractual year. (Pension rates will vary depending on Health and Welfare costs which may be different in each plan.)

The Employer shall post on the bulletin board in each center a copy of the reporting forms sent to the Administrators of the Security Funds.

It is further understood where any individual health and welfare trust listed in any of the local Rider Agreements which are part of this Agreement provides for uniform contributions by all Employers which may exceed the above contributions, the Employer agrees to make such required uniform contributions to such individual trust commencing on the date such additional contributions may be due.

Any questions regarding your health and welfare, please contact your Local Union.

ARTICLE 25 – LEGAL SERVICES TRUST FUND

The Employer agrees to contribute ten cents (10 cents) per hour up to a maximum of seventeen dollars and thirty cents (\$17.30) per month for each regular employee into the Western Conference of Teamsters Legal Services Trust Fund for the purpose of providing for employees and their dependents, legal benefits as provided by the Trust. Effective August 1, 2008, an additional five cents (5¢) per hour shall be allocated from the new increase in pension monies to the Western Conference of Teamsters Legal Services Trust Fund for each regular employee and the maximum amount per month shall be increased to twenty-five dollars and ninety-five cents (\$25.95).

Effective August 1, 2018 the Employer will contribute only ten cents (\$0.10) per hour up to a maximum of seventeen dollars and thirty cents (\$17.30) per month for each regular employee in the Western Conference of Teamsters Legal Services Trust Fund and each local union will divert the five cents (\$0.05) per hour allocation established on August 1, 2008 to offset retiree contribution amounts for retiree medical coverage or to employee pensions. The diversions shall be to the applicable trust fund and in accordance with established remittance rules and practices. The diversion shall be paid by the employer for all hours compensated including overtime hours, up to a maximum of 2080 hours per year. Allocations may only be diverted in accordance with the Memorandum of Understanding (MOU).

ARTICLE 26 – MISCELLANEOUS PROVISIONS

SECTION 12 – FUNERAL LEAVE

In the event of a death of a member of the employee's family, a seniority employee shall be allowed a reasonable time off to attend the funeral, or other bereavement rite. Time off shall not extend beyond the day of the funeral unless an additional day is required for travel, except as provided below. In no event will total compensated time off exceed four (4) scheduled work days. The employee will be reimbursed at ~~eight (8)~~ **four (4)** times the employee's straight time hourly rate for each day lost from work for those employees whose regularly scheduled workweek is five (5) days; ~~and ten (10) times the straight time hourly rate for those employees whose regularly scheduled workweek is four (4) days.~~

A regular ~~full~~ **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, stepchild, grandchild, father, mother, brother, sister, grandparents, mother-in-law, ~~and father-in-law~~ **and step parents**. ~~Part-time employees will enjoy the same benefits as above, paid at four (4) times the employee's hourly rate.~~

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.

FOR INTERNATIONAL BROTHERHOOD OF TEAMSTERS

By: Marty Frates
Negotiating Committee Chairman

FOR NEGOTIATING COMMITTEE

By: Dave Hawley
By: Marty Frates
By: Peter Nunez
By: Perry Hogan
By: Joseph Cilia
By: Mike Yates
By: Mark Hawkins
By: Alberto Ruiz
By: Debbie Calkins

FOR UNITED PARCEL SERVICE

By: Robert Pina
Negotiating Committee Chairman

FOR NEGOTIATING COMMITTEE

By: Lindsay Marshall
By: Brian Person
By: Michael Carnefix
By: Robert Pina
By: Frank Cademarti
By: Veronica Angin
By: Chad Crouch
By: Robert Lawson
By: Lori Seymour
By: Sal Mignano
By: Mark Oty
By: Ryan Thibodeau

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, except as to those areas where it has been otherwise agreed to between the parties.

FOR TEAMSTER LOCAL UNIONS:

No. 70 By: Marty Frates, Mark Hawkins
No. 87 By: Joseph Sumlin
No. 137 By: Dave Hawley
No. 150 By: Perry Hogan, Dale Wentz, Alan Daurie
No. 287 By: Jerry Sweeney
No. 315 By: Don E. Garcia, Alberto Ruiz, Nick Berry
No. 386 By: Jeff Berdion, Bryan Ronngren
No. 431 By: Peter Nunez
No. 439 By: Geoff Donnelley, Steve Lins, Alex Roybal
No. 533 By: Debbie Calkins
No. 665 By: Mike Yates
No. 856 By: Malia Vella
No. 890 By: Jose Perez
No. 912 By: Steven Lua
No. 948 By: Adam Ochoa
No. 2785 By: Joseph Cilia, Troy Mosqueda

ADDENDUM NO. 1

LOCALS 87, 137, 150, 386, 431, 439, 533, 948

SECTION 1 – PAYMENTS

Premiums and benefits in effect during the life of the 2007-2013 2018-2023 Agreement will be continued.

The Employer shall pay into the Western Conference of Teamsters Pension Trust Fund for the account of each employee working under this Agreement, the applicable sum as listed below:

- (a) Monthly contributions for each employee on the payroll during the full calendar month who has been compensated for one hundred sixty (160) hours or more during such month are:

Effective August 1, 2013 ~~17~~ **\$1672.63** per month
Effective August 1, 2014 ~~18~~ TO BE DETERMINED
Effective August 1, 2015 ~~19~~ TO BE DETERMINED
Effective August 1, 2016 ~~20~~ TO BE DETERMINED
Effective August 1, 2017 ~~21~~ TO BE DETERMINED
Effective August 1, 2022 TO BE DETERMINED

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

Effective August 1, 2013 ~~17~~ **\$9.65** per compensable hour
Effective August 1, 2014 ~~18~~ TO BE DETERMINED
Effective August 1, 2015 ~~19~~ TO BE DETERMINED
Effective August 1, 2016 ~~20~~ TO BE DETERMINED
Effective August 1, 2017 ~~21~~ TO BE DETERMINED
Effective August 1, 2022 TO BE DETERMINED

For probationary employees hired on or after August 1st, 2013, the Employer shall pay an hourly contribution rate of ten cents (10c), (including one cent (1c) for PEER/84 for full-time employees) during the probationary period as defined in Article 3, Section 1, but in no case for a period longer than the first ninety (90) days from an employee’s first date of hire. If and when this period is completed, the full standard contribution rate shall apply. Contributions shall be calculated on the same basis as described in this Article.

Effective January 1, 2008 the employer shall pay twenty five cents (25c) per hour for all hours compensated including overtime hours, up to a maximum of 2080 hours per year for all full-time Employees to the Northern California General Teamsters Security Fund (the Trust) in accordance with established remittance rules and practices. These monies are to be used to offset required retiree contribution amounts for retiree medical coverage. (The monies for this twenty five cents were obtained as follows: Ten cents was obtained from negotiating the probationary break in rate in 2002. Fifteen cents was negotiated as new monies in 2007 to become effective 1/1/2008)

- (c) Effective on the following dates, the Employer will pay total contributions split between amounts for benefit accrual and amounts to pay for PEER/84 under the Program for Enhanced Early Retirement (PEER). The contributions required to provide for PEER will not be taken into consideration for benefit accrual purposes under the plan. The contributions for PEER/84 must at all times be 6.5% of the basic contribution and cannot be decreased or discontinued at any time.

Table with 4 columns: Date, Basic Contribution, PEER/80, Total Contribution. Rows for dates 2013-2022.

- (d) Time paid for but not worked, such as holidays and vacation time, shall be considered as time worked for the purpose of this Article.
(e) The total amount due for each calendar month shall be remitted in a lump sum not later than the 10th day of the following month. The Company agrees to abide to such rules as may be established by the Trustees of said Trust Fund to facilitate the prompt and orderly collection of such amounts, and the accurate reporting and recording of such amounts paid on account of the employees. Failure to make the payments herein provided, within the time specified, shall be a breach of this Agreement.
(f) Effective August 1, 2013, and August 1 of all subsequent years, ten cents (10c) per hour shall be allocated from each new increase in pension and or general wage increase monies to the Northern California General Teamsters Security Fund (the Trust) in accordance with established remittance rules and practices. These monies shall be paid by the employer for all hours compensated including overtime hours, up to a maximum of 2080 hours per year and are to be used to offset required retiree contribution amounts for retiree medical coverage. If the Trustees of the Trust determine that additional monies are needed to maintain this benefit, said additional monies shall be allocated from the aforementioned new pension and or general wage increases. The total monies that have been diverted from new pension monies under this Section (f) as of August 1, 2012 July 31, 2018 is one dollar thirty cents (\$1.0030) per hour. If the trustees of the Trust determine that no additional monies are needed in any year, then those monies will remain in pension or G.W. increases. August 1, 2018 five (\$0.05) per hour will be diverted from the Legal Services.

ADDENDUM NO. 2

LOCALS 70, 287, 315, 665, 890, 912 and 2785

A.

1. Local 70

- (a) Monthly contributions for each employee on the payroll during the full calendar month who has been compensated for one hundred sixty (160) hours or more during such month are:

Effective August 1, 2013 ~~17~~ **\$1811.30** per month
Effective August 1, 2014 ~~18~~ TO BE DETERMINED
Effective August 1, 2015 ~~19~~ TO BE DETERMINED
Effective August 1, 2016 ~~20~~ TO BE DETERMINED
Effective August 1, 2017 ~~21~~ TO BE DETERMINED
Effective August 1, 2022 TO BE DETERMINED

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

Effective August 1, 2013 ~~17~~ **\$10.45** per compensable hour
Effective August 1, 2014 ~~18~~ TO BE DETERMINED

Effective August 1, 2015~~19~~ TO BE DETERMINED
 Effective August 1, 2016~~20~~ TO BE DETERMINED
 Effective August 1, 2017~~21~~ TO BE DETERMINED
Effective August 1, 2022 TO BE DETERMINED

- (c) Effective on the following dates, the Employer will pay total contributions split between amounts for benefit accrual and amounts to pay for PEER/84 under the Program for Enhanced Early Retirement (PEER). The contributions required to provide for PEER will not be taken into consideration for benefit accrual purposes under the plan. The contributions for PEER/84 must at all times be 6.5% of the basic contribution and cannot be decreased or discontinued at any time.

	Basic Contribution	PEER/80	Total Contribution
August 1, 2013 17	\$9.81	\$0.64	\$10.45
August 1, 2014 18	TO BE DETERMINED		
August 1, 2015 19	TO BE DETERMINED		
August 1, 2016 20	TO BE DETERMINED		
August 1, 2017 21	TO BE DETERMINED		
<u>August 1, 2022</u>	<u>TO BE DETERMINED</u>		

2. LOCAL 287

- (a) Monthly contributions for each employee on the payroll during the full calendar month who has been compensated for one hundred sixty (160) hours or more during such month are:

Effective August 1, 2013~~17~~ **\$1700.37** per month
 Effective August 1, 2014~~18~~ TO BE DETERMINED
 Effective August 1, 2015~~19~~ TO BE DETERMINED
 Effective August 1, 2016~~20~~ TO BE DETERMINED
 Effective August 1, 2017~~21~~ TO BE DETERMINED
Effective August 1, 2022 TO BE DETERMINED

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

Effective August 1, 2017 **\$9.81** per compensable hour
 Effective August 1, 2018 TO BE DETERMINED
 Effective August 1, 2019 TO BE DETERMINED
 Effective August 1, 2020 TO BE DETERMINED
 Effective August 1, 2021 TO BE DETERMINED
Effective August 1, 2022 TO BE DETERMINED

- (c) Effective on the following dates, the Employer will pay total contributions split between amounts for benefit accrual and amounts to pay for PEER/84 under the Program for Enhanced Early Retirement (PEER). The contributions required to provide for PEER will not be taken into consideration for benefit accrual purposes under the plan. The contributions for PEER/84 must at all times be 6.5% of the basic contribution and cannot be decreased or discontinued at any time.

	Basic Contribution	PEER/80	Total Contribution
August 1, 2013 17	\$9.21	\$0.60	\$9.81
August 1, 2014 18	TO BE DETERMINED		
August 1, 2015 19	TO BE DETERMINED		
August 1, 2016 20	TO BE DETERMINED		
August 1, 2017 21	TO BE DETERMINED		
<u>August 1, 2022</u>	<u>TO BE DETERMINED</u>		

3. LOCAL 315

- (a) Monthly contributions for each employee on the payroll during the full calendar month who has been compensated for one hundred sixty (160) hours or more during such month are:

Effective August 1, 2013~~17~~ **\$1773.17** per month
 Effective August 1, 2014~~18~~ TO BE DETERMINED
 Effective August 1, 2015~~19~~ TO BE DETERMINED
 Effective August 1, 2016~~20~~ TO BE DETERMINED
 Effective August 1, 2017~~21~~ TO BE DETERMINED
Effective August 1, 2022 TO BE DETERMINED

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

Effective August 1, 2013~~17~~ **\$10.23** per hour
 Effective August 1, 2014~~18~~ TO BE DETERMINED
 Effective August 1, 2015~~19~~ TO BE DETERMINED
 Effective August 1, 2016~~20~~ TO BE DETERMINED
 Effective August 1, 2017~~21~~ TO BE DETERMINED
Effective August 1, 2022 TO BE DETERMINED

- (c) Effective on the following dates, the Employer will pay total contributions split between amounts for benefit accrual and amounts to pay for PEER/84 under the Program for Enhanced Early Retirement (PEER). The contributions required to provide for PEER will not be taken into consideration for benefit accrual purposes under the plan. The contributions for PEER/84 must at all times be 6.5% of the basic contribution and cannot be decreased or discontinued at any time.

	Basic Contribution	PEER/80	Total Contribution
August 1, 2013 17	\$9.61	\$0.62	\$10.23
August 1, 2014 18	TO BE DETERMINED		
August 1, 2015 19	TO BE DETERMINED		
August 1, 2016 20	TO BE DETERMINED		
August 1, 2017 21	TO BE DETERMINED		
<u>August 1, 2022</u>	<u>TO BE DETERMINED</u>		

4. LOCAL 665 (old 624)

- (a) Monthly contributions for each employee on the payroll during the full calendar month who has been compensated for one hundred sixty (160) hours or more during such month are:

Effective August 1, 2013~~17~~ **\$1729.31** per month
 Effective August 1, 2014~~18~~ TO BE DETERMINED
 Effective August 1, 2015~~19~~ TO BE DETERMINED
 Effective August 1, 2016~~20~~ TO BE DETERMINED
 Effective August 1, 2017~~21~~ TO BE DETERMINED
Effective August 1, 2022 TO BE DETERMINED

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

Effective August 1, 2013~~17~~ **\$9.977** per hour
 Effective August 1, 2014~~18~~ TO BE DETERMINED
 Effective August 1, 2015~~19~~ TO BE DETERMINED
 Effective August 1, 2016~~20~~ TO BE DETERMINED
 Effective August 1, 2017~~21~~ TO BE DETERMINED
Effective August 1, 2022 TO BE DETERMINED

- (c) Effective on the following dates, the Employer will pay total contributions split between amounts for benefit

accrual and amounts to pay for PEER/84 under the Program for Enhanced Early Retirement (PEER). The contributions required to provide for PEER will not be taken into consideration for benefit accrual purposes under the plan. The contributions for PEER/84 must at all times be 6.5% of the basic contribution and cannot be decreased or discontinued at any time.

	Basic Contribution	PEER/80	Total Contribution
August 1, 20 13 ¹⁷	<u>\$9.368</u>	<u>\$0.609</u>	<u>\$9.977</u>
August 1, 20 14 ¹⁸	TO BE DETERMINED		
August 1, 20 15 ¹⁹	TO BE DETERMINED		
August 1, 20 16 ²⁰	TO BE DETERMINED		
August 1, 20 17 ²¹	TO BE DETERMINED		
August 1, 2022	TO BE DETERMINED		

5. LOCAL 890

(a) Monthly contributions for each employee on the payroll during the full calendar month who has been compensated for one hundred sixty (160) hours or more during such month are:

Effective August 1, 20 13 ¹⁷	<u>\$1897.96</u> per month
Effective August 1, 20 14 ¹⁸	TO BE DETERMINED
Effective August 1, 20 15 ¹⁹	TO BE DETERMINED
Effective August 1, 20 16 ²⁰	TO BE DETERMINED
Effective August 1, 20 17 ²¹	TO BE DETERMINED
Effective August 1, 2022	TO BE DETERMINED

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

Effective August 1, 20 13 ¹⁷	<u>\$10.95</u> per compensable hour
Effective August 1, 20 14 ¹⁸	TO BE DETERMINED
Effective August 1, 20 15 ¹⁹	TO BE DETERMINED
Effective August 1, 20 16 ²⁰	TO BE DETERMINED
Effective August 1, 20 17 ²¹	TO BE DETERMINED
Effective August 1, 2022	TO BE DETERMINED

(c) Effective on the following dates, the Employer will pay total contributions split between amounts for benefit accrual and amounts to pay for PEER/84 under the Program for Enhanced Early Retirement (PEER). The contributions required to provide for PEER will not be taken into consideration for benefit accrual purposes under the plan. The contributions for PEER/84 must at all times be 6.5% of the basic contribution and cannot be decreased or discontinued at any time.

	Basic Contribution	PEER/80	Total Contribution
August 1, 20 13 ¹⁷	<u>\$10.28</u>	<u>\$0.67</u>	<u>\$10.95</u>
August 1, 20 14 ¹⁸	TO BE DETERMINED		
August 1, 20 15 ¹⁹	TO BE DETERMINED		
August 1, 20 16 ²⁰	TO BE DETERMINED		
August 1, 20 17 ²¹	TO BE DETERMINED		
August 1, 2022	TO BE DETERMINED		

6. LOCAL 912

(a) Monthly contributions for each employee on the payroll during the full calendar month who has been compensated for one hundred sixty (160) hours or more during such month are:

Effective August 1, 20 13 ¹⁷	<u>\$1700.37</u> per month
Effective August 1, 20 14 ¹⁸	TO BE DETERMINED
Effective August 1, 20 15 ¹⁹	TO BE DETERMINED
Effective August 1, 20 16 ²⁰	TO BE DETERMINED
Effective August 1, 20 17 ²¹	TO BE DETERMINED
Effective August 1, 2022	TO BE DETERMINED

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

Effective August 1, 20 13 ¹⁷	<u>\$9.81</u> per compensable hour
Effective August 1, 20 14 ¹⁸	TO BE DETERMINED
Effective August 1, 20 15 ¹⁹	TO BE DETERMINED
Effective August 1, 20 16 ²⁰	TO BE DETERMINED
Effective August 1, 20 17 ²¹	TO BE DETERMINED
Effective August 1, 2022	TO BE DETERMINED

(c) Effective on the following dates, the Employer will pay total contributions split between amounts for benefit accrual and amounts to pay for PEER/84 under the Program for Enhanced Early Retirement (PEER). The contributions required to provide for PEER will not be taken into consideration for benefit accrual purposes under the plan. The contributions for PEER/84 must at all times be 6.5% of the basic contribution and cannot be decreased or discontinued at any time.

	Basic Contribution	PEER/80	Total Contribution
August 1, 20 13 ¹⁷	<u>\$9.21</u>	<u>\$0.60</u>	<u>\$9.81</u>
August 1, 20 14 ¹⁸	TO BE DETERMINED		
August 1, 20 15 ¹⁹	TO BE DETERMINED		
August 1, 20 16 ²⁰	TO BE DETERMINED		
August 1, 20 17 ²¹	TO BE DETERMINED		
August 1, 2022	TO BE DETERMINED		

7. LOCAL 2785

(a) Monthly contributions for each employee on the payroll during the full calendar month who has been compensated for one hundred sixty (160) hours or more during such month are:

Effective August 1, 20 13 ¹⁷	<u>\$1897.96</u> per month
Effective August 1, 20 14 ¹⁸	TO BE DETERMINED
Effective August 1, 20 15 ¹⁹	TO BE DETERMINED
Effective August 1, 20 16 ²⁰	TO BE DETERMINED
Effective August 1, 20 17 ²¹	TO BE DETERMINED
Effective August 1, 2022	TO BE DETERMINED

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

Effective August 1, 20 13 ¹⁷	<u>\$10.95</u> per compensable hour
Effective August 1, 20 14 ¹⁸	TO BE DETERMINED
Effective August 1, 20 15 ¹⁹	TO BE DETERMINED
Effective August 1, 20 16 ²⁰	TO BE DETERMINED
Effective August 1, 20 17 ²¹	TO BE DETERMINED
Effective August 1, 2022	TO BE DETERMINED

(c) Effective on the following dates, the Employer will pay total contributions split between amounts for benefit accrual and amounts to pay for PEER/84 under the Program for Enhanced Early Retirement (PEER). The contributions required to provide for PEER will not be taken into consideration for benefit accrual purposes under the plan. The contributions for PEER/84 must at all times be 6.5% of the basic contribution and cannot be decreased or discontinued at any time.

	Basic Contribution	PEER/80	Total Contribution
August 1, 2013	17	\$10.28	\$0.67
August 1, 2014	18	TO BE DETERMINED	
August 1, 2015	19	TO BE DETERMINED	
August 1, 2016	20	TO BE DETERMINED	
August 1, 2017	21	TO BE DETERMINED	
August 1, 2022		TO BE DETERMINED	

LETTER OF UNDERSTANDING

LETTER OF UNDERSTANDING PEAK SEASON HELPERS 2018-2022 ~~2013-2018~~

The function of the Peak Season Helper is to work under the direction of a package driver. At no time shall an employee be classified as a Peak Season Helper if he/she is not under the direct supervision of and working in conjunction with a package driver. The following provisions shall apply to Peak Season Helpers:

1. Peak Season Helpers may be used between November 1 and January 15.
2. A minimum of fifty percent (50%) of the helpers working in any given building on any given day shall be from the inside ranks. Such helper work shall be offered by seniority. Utility and Air Drivers may only work as helpers if they are not needed for utility or air work. During this period, when these drivers are needed and thus not available for helper work, they will be guaranteed eight (8) hours that day in combination with their inside job and driving job. This applies to the Peak Season only and there is no obligation to the Company to work anyone on overtime.
3. Inside employees cannot be helpers if it conflicts with their primary job function.
4. The Helper rate of pay will be as follows for all hours spent in the Helper classification:

2013	\$15.20 per hour
2014	\$15.20
2015	\$15.50
2016	\$15.50
2017	\$15.50
2018	\$15.80
2018	\$15.80
2019	\$15.80
2020	\$15.80
2021	\$15.80
2022	\$15.80

No Peak season inside helper shall make less than their current inside wage, or the market rate adjustment for outside hires.

The above rates will apply to all seniority employees effective November 1, 2013 **November 1, 2018**. Off the street helpers will be paid \$8.25 **\$11.00** per hour.

5. A Helper bid list will be posted for five (5) days. Any inside employees wanting to be considered for Helper work must sign up during this period. The list of successful job bidders, by seniority, will be posted with a copy to the Union.
6. Part-time employees who choose to work as Helpers shall be guaranteed eight (8) hours per day between their primary jobs and their helper assignments. There will be no obligation to the Company to work Helpers overtime; however, Helpers will be guaranteed to work their full primary shift.
7. Overtime rates shall apply to all hours worked over eight (8) hours per day in addition to overtime on employee's respective part-time shifts. Overtime rates shall be predicated on the job at the time of overtime.
8. All off the street Helpers will be part time employees. The Company shall provide the Local Union with a list of all off the street Helpers within 5 days of their start date.
9. The Company will not be obligated to pay Health and Welfare payments for these temporary employees. If these temporary employees work in any other classification, the Company will be obligated to these payments. If the Company retains the employee past the helper period, the Company would be obligated to make retroactive Health and Welfare payments for all hours the employee has worked.
10. The off the street helpers will receive a guarantee of 3.5 hours and receive overtime after ~~five (5)~~ **eight (8)** hours of work per day.
11. All helpers may start and finish on area.
12. All helpers may use a DIAD board **or other electronic method** to clock on and off.
13. Flexible starting times may be used.
14. Peak Season package driving positions will be offered to employees by seniority in the following order:
 - A. Full time 22.3 driver qualified employees.
 - B. Utility drivers and air drivers
 - C. Peak Season hires.

Once a position is accepted, the employee will continue to work in that position until January 15 or until no longer needed. During this period, the employee will no longer work in their regular position. **A 22.3, Utility driver, and air driver will be paid 8 hours at their driver rate for any holiday that falls in the period of this accepted position and meets the qualifications of Article 24.** The employee will return to his/her regular position upon completion of his/her temporary position or due to lay-off during this period.
15. Helpers are entitled to all personal time outlined in the Labor Contract.
16. In the event UPS enters into any agreement with any Local Union that is superior to what is contained in this agreement, the other Locals will receive that same benefit.