



SUMMARY OF THE Teamsters Western Pennsylvania and Local 926 Car Wash Tentative Agreement

- Full-time employees will receive \$2.41 pension contribution to protect wages from being assessed.
- Reg-temp drivers bidding into the new full-time 22.4 position will be red circled at their current rate.
- Part-time employees (reload or preload) will receive time and one half (1 ½) their hourly rate on their sixth (6th) and seventh (7th) punch.
- Part-time employees working a holiday will receive holiday pay and time and one half (1 ½) their hourly rate.
- More weeks vacations available throughout the year.
- Full-time and part-time employees will receive a \$4.15 raise over the length of the agreement.
- 66 new full-time jobs in Western PA.

TEAMSTERS WESTERN PENNSYLVANIA AND LOCAL 926 CAR WASH 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 51 - SENIORITY

SECTION 1

Seniority shall be measured by the length of continuous service with the Employer. Seniority shall be on a center basis. The Employer agrees to post an updated seniority list every ~~six (6)~~ **three (3)** months in each center for that center, a copy will be sent to the Local Union by UPS Trackable Service. If no protest is made within thirty (30) calendar days, the list will stand as correct. Upon reaching seniority, the Company will notify the employee in writing as to their seniority date, and a copy will be sent to the Local Union.

ARTICLE 52 – DISCHARGE OR SUSPENSION

The Employer shall not discharge nor suspend any employee without just cause, but in respect to discharge shall give at least one (1) warning notice of a complaint against such employee to the employee personally, in writing, and a copy of the same to the union and job steward affected except that no warning notice need be given to an employee before they are discharged if the cause of such discharge is dishonesty, drinking alcoholic beverages during the work day (including meal period), addiction, use or possession of illegal drugs or narcotics, recklessness resulting in serious accident while on duty or the carrying of unauthorized passengers while on the job. The warning notice herein provided shall not remain in effect for a period for more than nine (9) months from the date of said warning notice. A warning notice shall **list the violation(s) and shall** be reviewed and issued in a timely fashion with the employee within five (5) working days (exclusive of any absences from work) from the date of the incident or the completion of the Employers investigation.

Discharge must be by proper written notice to the employee and the union affected. Any employee may request an investigation as to their discharge or suspension. Should such investigation prove that an injustice has been done an employee, they shall be reinstated. Appeal from discharge, suspension or warning notice must be taken within ten (10) days by written notice and a decision reached within thirty (30) days from the date of discharge, suspension or warning notice.

ARTICLE 55 – WAGES AND HOURS

SECTION 2 – HOURS OF WORK AND OVERTIME

(A) The work week of all regular employees on the seniority list as of November 28, 1973, shall be five (5) consecutive days, Monday through Friday. Time and one-half (1½) shall be paid such employee

for all hours worked in excess of forty (40) hours in a week or in excess of eight (8) hours in a day. Time and one-half (1½) shall be paid for all hours worked on Saturday except where the regular schedule extends into Saturday. If, however, any employee on the seniority list after November 28, 1973, subsequently elects to take a Tuesday through Saturday work week, they shall be paid time and one-half (1 ½) for all hours worked on the sixth (6th) day.

(B) All employees hired after November 28, 1973, shall have a work week consisting of five (5) consecutive days, either Monday through Friday or Tuesday through Saturday. Time and one-half (1½) shall be paid such employees for all hours worked in excess of forty (40) hours in a week or eight (8) hours in a day. Time and one-half (1½) shall be paid for all hours worked on the sixth (6th) day.

(C) All feeder drivers on the present tractor-trailer qualified list shall have the right to bid on any scheduled Tuesday through Saturday feeder run. If any Tuesday through Saturday feeder run is not selected, the least senior employee who qualified as a feeder driver after ratification of this agreement will be assigned the work. **The work week for all feeder drivers with a full-time seniority date after August 1, 2018, shall be five (5) consecutive days.** The Company may by the approval and agreement of the local union institute four (4) ten (10) hour days for feeder runs. **For any feeder drivers assigned to four (4) ten (10) hour days, time and one-half (1½) will be paid for all hours worked in excess of forty (40) hours in a week, or in excess of ten (10) hours in a day.**

If, however, any employee with a full-time seniority date prior to August 1 2018, subsequently elects to take a work schedule which includes Sunday, they will be paid straight time for all hours worked on Sunday, time and one half (1½) for all hours worked on a sixth day, and double time for all hours worked on the seventh (7th) report.

1(D) It is agreed that the work week of all package delivery drivers hired prior to July 31, 1990, shall be Monday through Friday. Drivers hired after July 31, 1990, will have either a Monday through Friday or Tuesday through Saturday work week. All delivery drivers on the present full-time seniority list shall have the right to bid on any Tuesday through Saturday work week. Saturday work will consist of air only with the exception of those employees hired after ratification. By the approval and agreement of each local union, the Company may place four (4) ten (10) hour day routes for bid during the bidding process within the package

car classification and if the bid is not taken, it shall be returned to a five (5) eight hour day bid and will be offered in seniority order to any full-time driver who did not obtain a bid. Time and one-half (1 ½) shall be paid such employee for all hours worked in excess of forty (40) hours in a week or in excess of ten (10) hours in a day for employees on a four (4) ten (10) hour day bids.

2(D) The work week for all full-time inside employees with a full-time seniority date after August 1, 2018, shall be five (5) consecutive days, Sunday-Thursday, Monday-Friday, or Tuesday-Saturday.

Time and one-half (1½) will be paid for all hours in excess of forty (40) hours worked in a week or in excess of eight (8) worked in a day.

Any work performed by an employee listed above on a day that is not part of their regular scheduled workweek will be paid at one and one-half (1½).

An employee covered by this section who works on the seventh (7th) report shall be paid double (2) the straight time hourly rate for all work performed on that day.

If, however, any employee with a full-time seniority date prior to August 1, 2018, subsequently elects to take a work schedule which includes Sunday, they will be paid straight time for all hours worked on Sunday, time and one half (1½) for all hours worked on a sixth day, and double time for all hours worked on the seventh (7th) report.

**SECTION 4 – WESTERN PENNSYLVANIA AREA
WAGE SCHEDULE**

Classification	8/1/18	8/1/19	8/1/20	8/1/21	8/1/22
Tractor-Trailer Driver	<u>\$37.00</u>	<u>\$37.75</u>	<u>\$38.55</u>	<u>\$39.45</u>	<u>\$40.45</u>
Package Driver	<u>\$36.90</u>	<u>\$37.65</u>	<u>\$38.45</u>	<u>\$39.35</u>	<u>\$40.35</u>
Sorter-Preloader	<u>\$36.90</u>	<u>\$37.65</u>	<u>\$38.45</u>	<u>\$39.35</u>	<u>\$40.35</u>
Package Handler	<u>\$35.87</u>	<u>\$36.62</u>	<u>\$37.42</u>	<u>\$38.32</u>	<u>\$39.32</u>

Wage schedule subject to C.O.L.A. adjustment as outlined in Article 33 of National Master Agreement.

Full time wage progressions are listed in Articles 40 & 41 in the National Master Agreement.

(a) Part Time Employees

Part time wage progressions are listed in Articles 22 & 40 in the National Master Agreement.

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

Those part-time operating clerks who became subject to the provisions of this Agreement on August 1, 1987, will be placed on the “all others” wage progression scale on that date and will receive full credit for their Company service for wage determination purposes.

There shall be a classification of wages called “helpers”. Helpers shall receive the starting rate of pay as outlined in the “all others” classification. Seniority part-time employees that are utilized as helpers shall be paid \$12.00/hr. for all hours worked in the helper classification. All helpers hired from the outside will be paid \$9.00/hr. Helpers may be used from ~~November 1~~ **October 1** through ~~December 31~~ **the second full week of January.**

Helpers will be permitted to start their day on area. Locations where a time clock is not available, employees may write in start times and finish times. Helpers will not be permitted to do delivery driving, feeder driving or tractor-trailer driving for the purpose of evading this Agreement.

All feeder drivers pulling doubles shall receive an additional fifty cents (50 cents) per hour.

All feeder drivers pulling double 40 foot trailers or triples shall receive an additional sixty-five cents (65 cents) per hour.

ARTICLE 56 – SUNDAYS AND HOLIDAYS

SECTION 1 – SUNDAYS

Any employee covered by this contract required to work on Sunday shall be paid for such work at the rate of double time, except where the regular schedule extends into Sunday, with a minimum guarantee of eight (8) hours which shall not be included in the regular forty (40) hour work week. This shall not apply to employees on regularly assigned shifts starting Sunday evening.

Any full time employee with a full time seniority date after August 1, 2018, who is required to work on Sunday outside of their regular scheduled work week, shall be paid double time except when their regular schedule extends into Sunday. Employees who perform work on Sunday which is included in their regularly scheduled work week will be paid straight time.

Any employee with a full-time seniority date prior to August 1, 2018, who subsequently elects to take a work schedule which includes Sunday will be paid straight time for all hours worked on Sunday.

SECTION 2

The following named holidays or the days observed as such shall be recognized as legal holidays:

December 31	Labor Day
New Year’s Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence	Day Christmas Day

There shall be five (5) holidays for seniority employees known as personal holidays to be mutually agreed upon between the Employer and the individual. These personal days shall be taken as follows: The employee will notify the Company ten (10) days in advance of the requested personal day. The day will be awarded in seniority order. Five (5) days prior to the requested day, the employee will be notified of the employees request. Once the day has been granted it cannot be changed unless the emergency clause is evoked or unless mutually agreed to by the employee. The five (5) holidays are to be taken during the calendar year. In package car centers and feeder centers, the Company will grant at least 3% (minimum of 1) personal days per day based on the number of active employees on the seniority list. In package car centers, the Company will also include qualified reg. temp. drivers. For the purpose of this paragraph, an inactive employee will be defined as an employee on workman’s compensation, disability, Military Leave, F.M.L.A. This requirement will not apply to November, December and January 1st through January 15th.

A new seniority employee hired after July 31, 1987 will be eligible for personal holidays after the employee has been on the seniority list for one (1) year. After one (1) year, employee will receive all five (5) personal holidays. In the event that an employee elects not to take their personal holidays by the end of the personal holiday period, they

shall be paid eight (8) hours at their straight time rate for each unused personal holiday.

A new seniority employee hired after July 31, 1997 will be eligible for personal holidays in the following manner:

Seniority date plus 12 months will receive two (2) Personal Holidays.

Seniority date plus 24 months will receive full contractual allotment.

Employees hired after December 19, 2007, will be eligible for personal holidays in the following manner:

Seniority date plus 12 months – One (1) personal holiday.

Seniority date plus 24 months – Three (3) personal holidays.

Seniority date plus thirty- six (36) months – full contractual allotment.

Part-time employees shall receive one-half (1/2) holiday benefits four (4) hours pay for all holidays. The employee must be on the payroll to receive this benefit. A part-time employee who does not work on the holiday, but who has worked forty-five (45) hours in the thirty (30) consecutive work days immediately preceding the holiday shall be entitled to four (4) hours at the straight time rate for such holiday. All part-time employees hired after August 1, 2013, must work the regular scheduled workday which immediately precedes the holiday **and all part-time employees hired after August 1, 2018, must work the regular scheduled workday which immediately precedes and follows the holiday** in order to be eligible for holiday pay, except in cases of proven illness, where the employee was scheduled off, placed on lay off, was on vacation, was off due to a death in the family covered by Article 62 or was on an approved personal holiday. Employees will have the right to deposit unused personal holidays into the Teamsters UPS National 401 (k) Tax Deferred Savings Plan at the end of the personal holiday pay period, in compliance with all Internal Revenue Codes and E.R.I.S.A.

Seniority employees with more than six (6) months of seniority, upon mutual agreement, who have accumulated five (5) personal holidays, may elect to use this five (5) day period as a vacation week Monday through Friday. The rate of pay for this optional week will be forty (40) hours at straight time for a full-time seniority employee and twenty (20) hours at straight time for a part-time employee.

ARTICLE 72 – PART TIME EMPLOYEES

1. Part-time employees are defined as employees who, when reporting to work as scheduled, shall be guaranteed a minimum of three and a half (3½) hours. Should any part-time employee work beyond the fifth (5th) hour, they shall receive one and one half (1½) times their hourly rate for all hours in excess of five (5). Should any part-time employee double out on another shift other than their regularly scheduled shift, they will guaranteed a minimum of two (2) hours on the shift they are doubling on. **Seniority part-time employees who are required to work a 6th or 7th punch will be paid time and one-half (1½) for all hours worked provided the employee has worked a minimum of seventeen and one-half (17½) hours the other five (5) days in the current week.**
4. The Company agrees that full-time regular temporary drivers will be used to cover absentees, overflow work and vacations. The number of regular temporary drivers will be determined in each center by a review of the absentee record as well as the weekly volume patterns that might require overflow coverage and vacation requirements. Regular temporary jobs will be filled by part-time employees who wish to transfer to full-time driving jobs as outlined

in Article 72. A laid-off regular temporary driver shall have the right to displace the most junior part-time employee in that center when no regular extra work is available. Regular temporary drivers shall continue to accrue part-time seniority. Seniority part timers shall continue to receive paid for time not worked at their appropriate part-time progressive wage rate. If a regular temporary driver successfully qualifies for regular full-time employment, they will not be required to advance through the driver progression rate a second time and full-time benefits will begin when they successfully transfer to seniority full-time status. Regular temporary drivers will not work should a qualified full-time package driver be laid off. Regular temporary drivers who drive two hundred twenty-five (225) working days, although still on the part-time seniority list, will receive full-time pay for vacations, holidays and sick days. All Regular temporary drivers will select their vacations from the appropriate full-time vacation schedule. They will select their vacations after the full-time employees have selected. The regular temporary drivers will then select their vacations in seniority order. If a part-time employee disqualifies him/herself as a regular temporary driver during the qualification period, they will not be afforded the opportunity to again qualify for a period of not less than three (3) years. If an employee is disqualified by the Employer, they will not be afforded the opportunity to requalify again for a period of not less than one (1) year.

The Top 75% 80% or at least one (1) Regular Temporary Driver in each Center, whichever is greater unless there are none available will work before any vacation replacement driver or Peak Season drivers will be utilized.

10. **Any work performed on a holiday by a part-time employee will be paid at the rate of time and one-half (1 ½) provide the employee has worked their regular scheduled workday before and after the holiday, except in cases of proven illness or unless the absence is mutually agreed to.**

LOCAL UNION NO. 926 CAR WASH ARTICLE

Part-time Employees

5. After following the reduction of force procedure in the layoff portion of this Article the following shall apply:

After a one (1) day layoff, full-time seniority employees who may be subject to layoff may elect to displace one (1) part-time employee in Beaver Avenue or Thornburg if any part-time employees represented by Local #926 are working in these buildings. In such cases, the employee will be guaranteed three and one half (3½) hours. ~~The full-time employees will receive wages for the applicable job performed.~~ **The full-time employees will maintain their full-time wage for all hours worked.** The full-time employee must also notify the operation of his ~~or her~~ request to displace one (1) part-time employee at least one and one half (1½) hours prior to the start of the carwash operation.

- (A) ~~If the laid-off employee displaces a part-time employee and continues to perform the same work as their full-time assignment, they will continue to receive their regular wage rate:~~
- (B) ~~If in the building there is a part-time employee receiving a higher wage rate than the rate of the displaced part-time employee(s), the full-time employee will receive such higher rate:~~

The provisions of this Section 5 shall not apply:

1. During the first three (3) days of emergencies beyond the Employer's control such as fires, flood, snow storm, power failure, T.O.F.C. delays.
2. During strikes against UPS or other companies which require a reduction of work force.
3. The Company will attempt to schedule sufficient vacations from December 24 of any year through the second full week of the following January in order to avoid layoffs. In the event sufficient vacations have not been scheduled, the Local Union and the Company will meet to adjust the vacation schedule. Failing to agree on an adjusted, the matter shall be referred to the General President of the International Brotherhood of Teamsters and the Vice President of Labor Relations for final resolution.
6. Any claimed abuses of this Article with respect to the use of part-time employees shall be subject to the grievance procedure.

Wages:

WAGE SCHEDULE

	<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>
Parts Runner	<u>\$35.39</u>	<u>\$36.14</u>	<u>\$36.94</u>	<u>\$37.84</u>	<u>\$38.84</u>
Partsman	<u>\$35.49</u>	<u>\$36.24</u>	<u>\$37.04</u>	<u>\$37.94</u>	<u>\$38.94</u>
Lead Partsman	<u>\$35.78</u>	<u>\$36.53</u>	<u>\$37.33</u>	<u>\$38.23</u>	<u>\$39.23</u>
Lube & Tireman	<u>\$35.78</u>	<u>\$36.53</u>	<u>\$37.33</u>	<u>\$38.23</u>	<u>\$39.23</u>
Car Wash	<u>\$35.76</u>	<u>\$36.51</u>	<u>\$37.31</u>	<u>\$38.21</u>	<u>\$39.21</u>

APPRENTICE LUBE TIREMAN

	<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>
First Three Months	<u>\$35.19</u>	<u>\$35.94</u>	<u>\$36.74</u>	<u>\$37.64</u>	<u>\$38.64</u>
Second Three Months	<u>\$35.40</u>	<u>\$36.15</u>	<u>\$36.95</u>	<u>\$37.85</u>	<u>\$38.85</u>
Thereafter	<u>\$35.65</u>	<u>\$36.40</u>	<u>\$37.20</u>	<u>\$38.10</u>	<u>\$39.10</u>

MUTUAL UNDERSTANDINGS

1. The use of citizens band radios not to exceed five (5) watts presently permitted in all feeder road equipment, will be extended for use in package cars used as feeder equipment. Restrictions on the use of C.B. radios will be identical to the language contained in Article 18, Section 3, U.P.S.-I.B.T. Master Agreement. The use of transistor radios shall be as outlined in the Master Agreement
2. If within the future there becomes a need for full-time jockeys or shifters within the jurisdiction of any Local Union, the Company agrees to place these jockeys or shifters on a mutually agreeable seniority list.
3. The Company agrees that when we periodically order name tags for our employees, we will order black backed name tags for supervisory personnel and brown backed name tags for hourly personnel.
4. The Company agrees to extend a fifteen (15) minute paid break to all part-time employees working for the United Parcel Service under the jurisdiction of Locals 30, 110, 249, 261,397, 491, 538 and 585. This break is to be given during the shift and will not be forced earlier than ~~forty-five (45) minutes~~ **one (1) hour** after the start of the sort operation/shift.

5. Any current regular temporary driver as of August 1, 2018, as defined in the WPA Supplement that bids into a 22.4 job will have their progression and pay rate red circled as outlined in Article 41 Section 4 of the National Master Agreement.

LETTER OF UNDERSTANDING

April 13, 1994

The following is a letter of understanding to be included as part of the Western Pennsylvania Supplemental Agreement.

The Union and the Employer agree that 10% of the full-time and part-time employees will be permitted off for vacations in the months of **February, March, April, and September and October.** The only week the 10% would not be in effect is between Palm Sunday and Easter Sunday. **The 10% would also apply after the second full week of January, and the first two weeks of November.** The months of May, June, July and August will remain at 15%. Vacation replacements may be utilized only in the months of May, June, July and August. The only exception will be the employees in the Feeder Driver classification who will be eligible to have 15% off the months of April, May, June, July, and September with the use of vacation replacements.

Vacation lists shall be posted November October 1 and completed by December 25 Thanksgiving for selection of vacation weeks.

**MEMORANDUM OF AGREEMENT – N/C
LETTER OF AGREEMENT**

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

1. **The parties agree that notwithstanding the increases in contribution provided in Article 34, Section 1 of the 2018-2023 National Master Agreement (NMA), the Company agrees that the increases to the Western Pennsylvania Teamsters and Employer’s Pension Fund and the Southwest Pennsylvania & Western Maryland Area Teamsters and Employer’s Pension Fund will be as follows:**

	<u>8/1/18</u>	<u>8/1/19</u>	<u>8/1/20</u>	<u>8/1/21</u>	<u>8/1/22</u>
<u>Hourly Pension:</u>	<u>\$0.80</u>	<u>\$0.85</u>	<u>\$0.90</u>	<u>\$0.95</u>	<u>\$1.01</u>

2. **In order to cover the cost of these increased contributions, the Union agrees that work on the day after Thanksgiving shall be at the straight time rate for full-time employees except to the extent a full-time employee exceeds his daily guarantee. For employees represented by Local 926, the holiday shall be paid at time-and-one-half. This LOA shall supersede the terms of the Western PA Supplement. This LOA shall remain in effect as long as the Company is required to pay the increased contributions set forth above.**
3. **This LOA shall become null and void if either of the two affected Pension Funds receives approval of an MPRA application or otherwise changes the required hourly pension contribution for any reason. In such event, the parties’ rights shall be as set forth in Article 34 of the NMA and the Western PA Supplement.**
4. **The increases in the available contributions over the Article 34 negotiated rates shall only become effective if the Western PA Supplement is ratified on the first vote. If the Supplement is not ratified this Letter of Agreement shall be null and void.**