

A Steward's Guide to Enforcing the UPS National Master Agreement



**International Brotherhood of
Teamsters | Package Division**



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Dear Teamster Stewards,

First and foremost, I want to thank you for your service as a shop steward. Stewards are the first line of defense in enforcing our contract language. The 2013–2018 contract is a very strong contract. In addition to the wage increases, it addresses issues such as harassment, understaffing, retaliation, 9.5 procedures and protections, military leave, health and safety and a host of other concerns. However, this language is only as strong as we are.

This guide was produced to help you and your co-workers enforce the new contract in close coordination with your local union representatives and leaders. In this guide, you will find some helpful hints for grievance handling and investigation. You will also find information about new language that has been negotiated by the National Negotiating Committee. Please keep in mind that this guide will cover the National Master Agreement. It does not contain information on your supplement or rider. For information on your local agreements, please contact your local union.

Again, thank you for stepping forward and taking on the responsibility of a steward. Your co-workers and their families depend on you and I truly appreciate the hard work that you put in every day.

In solidarity,

A handwritten signature in black ink that reads "Ken Hall". The signature is written in a cursive, slightly slanted style.

Ken Hall

*General Secretary-Treasurer
Package Division Director*

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Tips for Stewards

The job of a steward can be very demanding, but it can also be very rewarding. Our collective bargaining agreement is only effective if it is enforced, and stewards are crucial to making sure that happens. Working together with your co-workers, your local union and the International, we are able to protect the rights we have fought for and won.

The purpose of this guide is to explain the most often-used contract provisions that may require action by stewards and members. Not every article or section is covered. It is important to always consult the actual contract, including relevant supplements and riders, before taking action.

Here are a few tips to keep in mind:

- **Work with your local union representatives and keep them informed.** Your local business agents and officers can help you by letting you know how similar problems have been handled in your local and other areas. Make sure the local union office gets copies of all grievances promptly.
- **Always follow time limits for filing grievances.** Time limits are specified in the supplements and riders of the contract. If you are not sure if the grievance has merit and you are running out of time to file it, go ahead and file it. You can always

withdraw it later if you find it has no merit.

- **When filing grievances, refer to the entire contract.** For example, instead of saying, “This grievance is being filed under Article 4,” say “This grievance is being filed under Article 4 and all others that apply.” This gives you and your business agent opportunities to bring up other parts of the contract later if you realize that other articles also apply.
- **Carry the contract at all times.** The more you use it, the more you will understand it. You don’t have to know the answer to every question a member asks you. If you are not sure, tell them you will try to get the answer. Check the contract and/or ask your local union representative. Be sure to get back to the member promptly.
- **Keep good records.** Keep a notebook or other filing system so you have a written record of questions, grievances and disciplinary actions. Good records often make the difference between winning and losing a grievance. This is especially true if the grievance cannot be resolved and later goes to arbitration.
- **Communicate with the members.** Make sure the members know who you are and how to reach you. A steward is the first person a member will usually reach out to when there is an issue.

Harassment

Harassment at UPS has taken many forms. It is typically a combination of discipline, threats and intimidation based on technology, 9.5 requests, retaliation for grievance filing and inadequate staffing.

There are several sections of the contract that may apply when a member is dealing with harassment from supervisors and management. In this guide, the sections are arranged numerically from lowest to highest, but it is important to look at all of the following contract sections when a member is being harassed:

Article 6 – protects members from discipline based on GPS and technology.

Article 12 – protects members from discipline for work performed by another employee using an electronic device in someone else's name.

Article 37 – provides process and procedure for obtaining 9.5 protections; provides a way for the union to challenge inadequate staffing when there are unresolved 9.5 grievances; prohibits UPS from piling work on an employee on the 9.5 list during the last two days of the week; protects employees from retaliation for filing grievances.

The language that protects members from harassment is only effective if they use it. Be on the lookout for harassment and help your co-workers recognize it and file grievances so that we can stop it.

New Employee Orientation

Article 3, Section 1(b)

Article 3, Section 1(b) states: Business agents and/or a steward shall be permitted to attend new employee orientations in right-to-work states. In states without right-to-work laws, business agents shall be permitted to attend new employee orientations to talk about the benefits of Union membership. The Employer agrees to provide the Local Union at least one week's notice of the date, time, and location of such orientation. The sole purpose of the business agent's or steward's attendance shall be to encourage new employees to join the Union. The steward shall remain on the clock for up to fifteen (15) minutes for this purpose if the orientation is held during his or her normal working hours at his or her normal place of work.

UPS is contractually obligated to give the local union at least one week's notice of the date, time and location of new employee orientation meetings.

If the meetings do not occur during your normal working hours, or are not in your building, check with your local union to see if you should attend off the clock or if another steward or business agent should attend the meeting.

If you attend:

1. **Introduce yourself.** Explain your role as a steward in the union – to keep the members informed of their rights and help them with any problems or concerns. Make sure the new members know how to contact their stewards and their business agents.
2. **Explain the advantages of union membership:**
 - Good pay and benefits come from membership unity.
 - Only members have the right to vote for officers.
 - Members participate in contract surveys and contract proposal meetings.
 - Members have the right to vote on contracts.
 - Members have access to Teamster Privilege benefits.
3. **Be prepared to answer questions about union dues:**
 - How much are dues?
 - How is the money used? (To serve the members, grievance handling, arbitrations, contract research, negotiations.)
 - Why is it worth it to pay dues? (The

value of a good contract far outweighs the cost of dues.)

4. Hand out membership applications and check-off authorization cards. Ask them to sign the cards and collect them. Thank members for their attention and remind them to contact you or the business agent any time questions arise.

Supervisors Working

Article 3, Section 7

It is extremely important that we all take special care to enforce the supervisors working language. The penalties in the contract discourage UPS from taking away hours of work from our members by making them pay our members when management performs bargaining unit work.

Article 3, Section 7 acknowledges:

- (a) The Employer agrees that the function of supervisors is the supervision of Employees and not the performance of the work of the employees they supervise. Accordingly, the Employer agrees that the supervisors of other employees of the Employer who are not members of the bargaining unit shall not perform any bargaining unit work, except to train*

employees or demonstrate safety, or as otherwise provided in the applicable Supplement, Rider or Addendum.

The penalties for violating the language contained in Article 3, Section 7 are contained in subsection (d):

If it is determined at any step of the grievance and /or arbitration procedure that this Section or a "supervisor working" provision in a Supplement, Rider or Addendum has been violated, the aggrieved employee will be paid as follows: (i) if the actual hours worked by the supervisor amount to two (2) hours or less, the aggrieved employee will be paid for actual hours worked by the supervisor at the rate of double time the employee's rate of pay at the time of the incident; or (ii) if the supervisor works more than two (2) hours, the aggrieved employee shall be paid four (4) hours at the straight time or actual hours worked at double time the employee's rate of pay at the time of the incident, whichever is greater. If no aggrieved employee can be identified, the payment will be made to the grievant. Such remedy shall be in addition to any other remedies sought by the Union in the appropriate grievance procedure.

When enforcing this language, it is important that you:

- **Be familiar with any exception in local agreements.** Make sure UPS limits the use of supervisors to those exceptions, if there are any.
- **Keep written records of names, dates, times, places and witnesses** when supervisors perform bargaining unit work.
- **File the grievance within time limits**, including the monetary remedy you are seeking.
- **Inform other members when you win** supervisors working grievances and encourage them to watch for violations and report them to the union.

Stewards' Rights

Article 4

Article 4 of the contract spells out your rights as a steward. As a steward, you should read this language carefully and make sure you understand it. If you have any questions, ask your local union's business agents to clarify. Stewards' duties include but are not limited to:

- Investigating and presenting grievances;
- Collecting dues when authorized; and
- Transmitting information from the local union to the members.

The language states:

The Job Steward or the designated alternate shall be permitted reasonable time to investigate, present and process grievances on the Company's property without interruption of the Employer's operation. Upon notification to his or her supervisor, a steward shall be afforded the right to leave his/her work area for a reasonable period of time to investigate, present and process grievances and to represent a fellow employee concerning grievances for discipline so long as such activity does not interrupt the Employer's operations.

Technological Change

Article 6, Section 6

Article 6, Section 6 states: *No employee shall be discharged if such discharge is based solely on information received from GPS or any successor system unless he/she engages in dishonesty (defined for the purposes of this paragraph as any intentional act or omission by an employee where he/she intends to defraud the Company). The Company must confirm by direct observation or other corroborating evidence any other violations warranting discharge. The degree of discipline dealing with off-area*

offenses shall not be changed because of use of GPS.

The Company acknowledges that there have been problems with the utilization of technology in the past. Therefore, at the request of the Union's Joint National Negotiating Committee Co-Chair a meeting will be scheduled with the Company Co-Chair to discuss any alleged misuse of technology for disciplinary purposes and what steps are necessary to remedy any misuse.

This is strong language that includes an admission of wrongdoing in the past by the company. However, it is important that you as a steward make sure your co-workers are aware of this language and file grievances where appropriate. That is the only way that the union co-chair will know that a meeting with the company is warranted.

Right to Respect Picket Lines

Article 9, Section 1

UPS may not discipline members for refusing to cross a primary picket line.

Article 9, Section 1 states:

It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action (including but

not limited to the temporary or permanent replacement of any employee) in the event an employee refuses to enter upon any property involved in a primary labor dispute, or refuses to go through or work behind any primary picket line, including the primary picket line of Unions party to this Agreement, and including primary picket lines at the Employer's place of business, and the Employer shall not direct any employee to cross a primary picket line.


- **You and your co-workers have the right to refuse to cross a primary picket line.** If you are unsure of whether a picket line you encounter is primary, contact your local union for clarification.
- **Once you are certain a picket line is primary,** encourage your co-workers not to cross the line.
- **Solidarity among other union workers is important for all of us.** You never know when you may need to count on members of another union to support you.

On-the-Job Injuries, Temporary Alternative Work, Disabled Employees

Article 14

Section 1, On-the-Job Injuries

This article protects employees who file on-the-job injury



reports from discipline or threat of discipline. The article also provides that employees will be furnished copies of their injury reports within two days of their request.

Employees injured on the job shall receive pay at their hourly rate for the rest of the shift, even if they are sent home or sent to receive medical attention before the shift is completed. UPS is prohibited from pressuring an injured employee to continue to work. If UPS does pressure an injured employee to work and he/she spends time in a clinic after normal working time, he/she may file a grievance for overtime.

An employee that has a change in his/her medical duty status must report that change to UPS.

- **Stewards should tell members who are injured on the job to always ask for a copy of the injury report.** The member should review the report and make sure the correct information was recorded, especially if the report was taken over the phone.
- **If medical treatment is necessary or if a worker is too ill to continue working, management should be notified immediately** and arrangement should be made immediately to provide the necessary help. Treatment should not be delayed unless the worker agrees that the illness or injury is minor and does not need immediate treatment.

Section 2, Temporary Alternative Work (TAW)

TAW is designed to provide a temporary work opportunity for those employees who are unable to perform their normal work assignments due to an on-the-job injury.

- Employees will be provided their guaranteed hours with a start time no more than two hours earlier or two hours later than their normal start time for the duration of TAW, provided work is available.
- An employee on TAW due to an on-the-job injury will be **paid at the employee's regular rate of pay.**

Section 3, Permanently Disabled Employees

This sections deals with accommodations under the Americans with Disabilities Act. The courts have interpreted this law differently over the years and it can be a very confusing subject. As a steward, you should tell your co-workers to make sure that they keep very good records of all correspondence and conversations with UPS regarding any accommodation.

UPS cannot force a permanently disabled full-time employee to accept a part-time job as an ADA accommodation. The employee will have the choice to accept a part-time accommodation.

Military Vacation Accrual

Article 15

Article 15 provides protections for those in the military. New language addresses vacation accrual. Those UPS employees who have been serving our country in the military will now continue to accrue vacation to be used upon their return.

This means that when they come back, they will have vacation available to use immediately upon their return.

The article states:

Employees on USERRA-approved military leave shall continue to accrue vacation to be used upon return as set forth below. To be eligible for accrual, employees must be (i) employed by UPS for at least one (1) year, (ii) be a member of the uniformed services at time of callup, and (iii) be called into active duty (other than for training) for a period of service exceeding thirty (30) days pursuant to any provision of law because of a war or national emergency declared by the President of the United States or Congress. An eligible employee returning to work as per USERRA shall be entitled to annual vacation for the remainder of that contractual vacation period based on the number of weeks to which he/she is entitled for years of service and

the quarter in the current contractual vacation period in which the employee returns from eligible military leave, as follows:

Number of Weeks	Q1	Q2	Q3	Q4
6	6	4	3	1
5	5	3	2	1
4	4	3	2	1
3	3	2	1	1
2	2	1	1	1

In no event shall the employee have less than one (1) week of vacation available upon his/her return.

For the next contractual vacation period, the employee shall be credited with the vacation he would have accrued while he was on military leave. In no event shall the employee have less than he is entitled to based on total years of service under the applicable Supplement.

The treatment of unused vacation and the scheduling of the vacation shall be in accordance with the applicable Supplemental, Rider or Addendum.

Leave of Absence

Article 16

Section 1, Union Leave

Union members elected or appointed to union office have the right to unpaid leave of absence without loss of seniority rights.

Section 3, Loss of License

This section deals with leave of absence and alternative work due to a loss of license. New language increases the time that a person who loses their license can work inside from one year to two years. In addition, the employee will receive their regular rate of pay and daily guaranteed hours while working inside, under Article 16, Section 3.

Section 4, Maternity and Paternity Leave

This section protects women by providing that maternity leave shall be granted with no loss of seniority for such period of time as her doctor determines that she is physically unable to return to her normal duties. It also provides for paternity leave of up to one week for the birth of a child.

Section 5, Rehabilitation Program – Leave of Absence

An employee is permitted to take a leave of absence for a treatment program for alcoholism or substance abuse if it is requested prior to committing any act subject to discipline. Article 35 deals with drug testing and allows for an employee to take leave to enter a treatment program

following a first offense positive drug test if the test is a random test or a pre-qualification test. Article 35 also allows an employee to take leave to enter an alcohol treatment program following a first-offense alcohol test if the alcohol level is below 0.07.

Tell members to consult with the steward or the local union representative before any drug or alcohol abuse problem leads to a disciplinary offense. Advise them of their rights to enter a rehabilitation program and assure them that all consultations will be kept confidential.

Section 6, Family Medical Leave Act (FMLA)

Employees who have worked for UPS for at least 12 months and worked at least 1,250 hours in the past 12 months are entitled up to a total of 12 weeks of unpaid family or medical leave during any 12-month period.

In addition, employees who have worked less than 1,250 hours but at least 750 paid hours during the past 12 months, and who have worked for UPS for at least 36 months, are entitled up to a total of 6 weeks total unpaid family or medical leave during any 12 month period. The following are some valid reasons for family or medical leave:

- Birth of a child;
- Adoption or placement for foster care;
- To care for a spouse, child or parent of the employee due to a serious health condition; or

- A serious health condition of the employee.

Keep in mind that some states have local laws which provide for greater employee rights. The FMLA is a very complicated subject. Make sure that you advise your co-workers to keep good notes of all correspondence with UPS and check with the local union to make sure they understand their rights.

Paid For Time

Article 17

Article 17 ensures that members are paid for all time spent in service of the employer. This language is extremely important because it ensures that UPS is forced to hire enough people to perform all bargaining unit work. If you work for free, UPS is able to hire fewer people, which makes it more difficult for everyone.

Article 17 provides that:

- UPS will not allow employees to work prior to their start time without appropriate compensation.
- Vacation checks will be paid no later than the workday prior to their vacation.
- Vacation checks will be at the operating center on the Monday of the week prior to the employee's vacation week(s).

- New language states that if the employee requests to see his/her vacation check on the Monday of the week prior to the employee's vacation week(s), and the employer fails to make it available by Saturday following the employee's regular scheduled pay day, the employee shall be paid an additional amount equal to one-half of his/her daily guarantee at his/her hourly rate of pay for every pay period until the shortage is corrected.
- Shortages of more than \$40 for full-time employees and \$20 for part-time employees must be corrected by the employee's second scheduled workday or UPS will owe them half of his/her daily guarantee.
- Shortages of smaller amounts must be corrected in the following weekly paycheck.

Safety and Health, Equipment, Accidents and Reports

Article 18

Article 18 covers many important aspects of equipment and safety and health of our members.

- **Reporting defective equipment.** Both part-timers and full-timers have the right to report all known defects of equipment. Drivers should use the Drivers' Vehicle Inspection Report (DVIR). Others

should use grievance forms if UPS doesn't provide a form for that purpose.

- **Clean trucks.** Language provides that first line trailers will be swept daily and that package cars and tractors will be kept clean.
- **Unsafe equipment.** UPS management cannot ask or require any employee to use equipment that is unsafe, that is in violation of any federal, state or local regulations, or has been reported by another employee as being in unsafe operating condition. Unqualified managers cannot remove a red tag for defective equipment without consulting with qualified automotive/maintenance personnel, such as the certified automotive supervisor.
- **Copies of reports.** Contract language gives drivers the right to copies of the DVIRs and accident reports.
- **New language provides for high-back air-rise seats in all new tractors** and when replacing existing tractors' driver seats.

How to Enforce

- Insist that faulty equipment could present imminent danger and should be taken out of service.
- Before operating equipment that has been red-tagged, demand to see DVIRs to verify that a qualified mechanic put red-tagged equipment back in service before operating that equipment.

- If you are ordered to operate equipment you believe is unsafe but there is no imminent danger, follow the order and then file a grievance.
- Every driver should request a copy of any accident report or DVIR form they file. Review the reports carefully and make any corrections or additions needed because of error. Keep a copy.

Safety Committees

Article 18, Section 20.4 governs safety committees. New language clarifies that the local union has the right to appoint the safety and health committee members. The company has no right to decide who sits on our committees.

In addition, new language prohibits bargaining unit members from performing safety observations on fellow bargaining unit members unless it is for the purpose of promoting a safe work environment. Under no circumstances can the result of a safety committee observation be used in any level of discipline, nor reference any individual bargaining unit member.

Part-Time Employees

Article 22

Article 22.3, Opportunity for Full-Time Jobs

The 2013-2018 contract contractually obligates UPS to

create at least 2,350 new full-time jobs from existing part-time jobs during the first three years of the agreement.

Section 4, Part-Timers Will Fill Jobs Before Going to the Outside

Part-time employees shall be given the opportunity to fill full-time jobs before hiring from the outside on a six-for-one basis (six part-time to every one outside hire).

Part-timers with six months or more seniority have the right to move to a preferred job on their own shift or on another shift within their building.

Section 5, Part-Time Wages

UPS part-timers who attained seniority by Aug. 1, 2013 will receive \$3.90 in general wage increases during the five-year contract, as follows:

- 70 cents retroactive to August 2013
- 70 cents in August 2014
- 70 cents in August 2015
- 40 cents in August 2016
- 40 cents in February 2017
- 50 cents in August 2017
- 50 cents in February 2018

Part-time progression improvements that will apply on your anniversary date, are as follows:

- New Start Rate: \$11
- Seniority Plus 1 Year: \$11.50
- Seniority Plus 2 Years: \$12
- Seniority Plus 3 Years: \$13
- Seniority Plus 4 Years: \$13.50

There is a \$1.50 increase in starting wage.

Part-time classifications other than Preloader and Sorter who attain seniority by Aug. 1, 2013 also will receive \$3.90 in general wage increases during the five-year contract on the same schedule.

Part-time progression improvements for classifications other than Preloader and Sorter that will apply on your anniversary date, are as follows:

- New Start Rate: \$10
- Seniority Plus 1 Year: \$10.50
- Seniority Plus 2 Years: \$11
- Seniority Plus 3 Years: \$12
- Seniority Plus 4 Years: \$12.50

There is a \$1.50 increase in starting wage.

Competition, SurePost

Article 26

Section 1

- Provides limits on when UPS may use the rail-road to move loads;
- Discusses peak season hiring and peak season plans;
- Protects bargaining unit work of loading and unloading all drop shipments.

Section 4, SurePost

SurePost is a program that emerged because of competition from other carriers with lower-cost delivery of some packages using the Post Office as a last-mile carrier. Language in this article sets guidelines for the size and weight of SurePost packages, ensures that the company puts as many SurePost packages as possible back on UPS trucks and protects Teamster work and jobs.

Specific language addresses the actual packages themselves:

- **SurePost packages are limited to 10 pounds in weight and less than 3 cubic feet in size;**
- **SurePost is limited as an offering for business-to-residential only.** It cannot be used for business-to-business shipments or as a general offering.

Language protects our jobs:

- **UPS is contractually obligated not to diminish the bargaining unit because of SurePost;**
- **UPS must continue to implement technology that identifies when both SurePost and ground packages are going to the same address so both can be delivered by our members.**

There is also language that addresses the scope of the SurePost program and what remedies are available to the union if UPS does not abide by the language:

- If competitors of UPS stop using a service similar to SurePost either nationwide or in any particular service area, UPS will also discontinue the use of SurePost in that same area or nationwide.
- If the union and UPS have a dispute on any expansion of the SurePost program, the matter will go before an arbitrator. If the arbitrator finds that UPS has expanded SurePost beyond the scope of what has been agreed to in the contract, the arbitrator may require UPS to terminate the expanded service.

Jury Duty, Funeral Leave

Article 29

Section 1, Jury Duty

This section governs the rights and protections of an

employee who is called for jury duty.

New language has been added to clarify that an employee's schedule will be adjusted by the employer when possible to avoid a situation in which the employee otherwise misses more than one day of work for any day of jury duty.

Please refer to Article 29, Section 1 for more information.

Section 2, Funeral Leave

Funeral leave is available in the event of a death in an employee's family. Leave may be granted according to this article for the death of a spouse, child, stepchild, grandchild, father, mother, sister, brother, grandparents, mother-in-law, father-in-law, stepparents, sister-in-law and brother-in-law.

Please refer to Article 29, Section 2 for the specific procedures.

Controlled Substance and Alcohol Testing

Article 35

Article 35 contains a large amount of information. Much of it mirrors the federal laws governing testing for drugs and alcohol. It is often necessary to cross-reference this article with leave provisions in Article 16.

Drug Testing

Drivers requiring a Commercial Driver's License, including

those on a qualified feeder list or tractor-trailer bid list may be tested:

- At random;
- As part of a pre-qualification;
- Following a DOT-defined serious accident (as soon as possible but always within 32 hours, bearing in mind the time needed to respond to the accident or to receive necessary medical attention).

An employee may be tested:

- If there is reasonable cause, witnessed by two trained supervisors, if available;
- As part of an after-care drug testing;
- After an accident if there is reasonable suspicion of drug usage.

Rehabilitation

A positive test following a DOT pre-qualification or random test will result in a rehabilitation opportunity. See Article 16, Section 5 for leave provisions.

Disciplinary Action

The following may lead to discharge:

- Refusal to submit to the above negotiated drug tests;
- Positive test with reasonable cause or post-accident tests;

- Positive test second offense with random tests;
- Failure to successfully complete rehabilitation;
- Positive test as part of after-care drug testing;
- Failure to comply with after-care drug treatment plan.

Medical Review Officer

A medical review officer who is a licensed doctor of medicine or osteopathy with knowledge of substance abuse disorders has the authority to:

- Review test results;
- Determine if there is an alternative medical explanation for a positive test result;
- Determine if a positive test result is scientifically insufficient for further action;
- Ensure that an employee who tested positive is drug-free and has complied with all conditions of an after-care program.

Alcohol Testing

Drivers requiring a Commercial Driver's License, including those on a qualified feeder list or tractor-trailer bid list, may be tested:

- At random;
- Following a DOT-defined serious accident (as

soon as possible, but within two hours of the accident, if possible, and within no more than eight hours, bearing in mind the time needed to respond to the accident or to receive necessary medical attention).

Any employee may be tested:

- If there is reasonable cause, witnessed by two trained supervisors, if available;
- As part of an after-care program;
- Before returning to work following a positive test;
- After an accident if there is reasonable suspicion of alcohol usage.

Other Dischargeable Offenses:

- Refusal to submit to negotiated alcohol tests;
- Any test of an on-duty employee at or above the state-mandated DWI levels.

Substance Abuse Professional

A substance abuse professional has the authority to:

- Review rehabilitation programs;
- Determine when a return-to-work agreement can be made;
- Review with after-care professionals the schedule of unannounced alcohol tests;

- Ensure that an employee who tested positive is alcohol-free and has complied with all the conditions of an aftercare treatment program.

Tell members to consult with the steward or the local union representative before any problem with drug or alcohol abuse leads to a disciplinary offense. Assure them that these consultations will be kept confidential. Advise them of their rights to enter a rehabilitation program (See Article 16, Section 5).

Management-Employee Relations

Article 37

Section 1(a), Protections Against Retaliation

This section protects employees from retaliation against employees for exercising rights under the agreement. It also contains language stating that ***“The Employer will treat employees with dignity and respect at all times...”***

Relevant factors in determining whether an action is retaliatory include the severity and timing of the employer's actions that modify an employee's work assignment or reprimand employees.

In making a case for retaliation, you should look for a link between the employee exercising his or her rights and

discipline or a modification of work schedule:

- Did the employee file a grievance, sign up for the 9.5 list or exercise another right under the contract?
- Did the employer take action against the employee (discipline for something, change the work schedule, etc.) soon after the employee exercised one of his/her rights under the contract?
- Was the discipline or change in work schedule more severe than is usual for the alleged infraction?
- Did a supervisor make any comments to the employee about filing the grievances, getting on the 9.5 list, etc.?

Section 1(b), Request 8

If a member knows that he/she has something scheduled requiring that he/she cannot work overtime, the member can request to not work overtime on a specific day.

- The request must be made no later than the start of the member's shift on the fifth calendar day preceding the day being requested.
- Requests are processed based on seniority.
- UPS must allow off at least 10 percent of the package car drivers in every center on a daily basis.
- Members will be granted no more than two requests per month.
- Requests are not granted during November and

December, or according to your local supplement or rider.

**8-hour requests are based on paid time, not dispatched or planned time. This is what was negotiated. It is not in dispute.*

If an employee follows the process for requesting the eight-hour day and UPS does not grant the request but should have, UPS must pay the employee a two-hour penalty at straight time. If the request was granted, but UPS then informs the driver that he/she must remain on the job, the two-hour penalty also applies.

Section 1(c), 9.5 Procedures

Some drivers need or want overtime for various reasons. Other drivers would rather not work as much. For the drivers that would rather not work as much overtime, we have language that allows them to sign up for a list that limits the number of hours they work.

New language makes it easier to get on the 9.5 list, provides access to 9.5 penalty pay on the first week of the violation after getting on the list, provides protections for cover drivers, prohibits UPS from piling work on someone at the end of the week and allows the union to address inadequate staffing.

9.5 protections are available to full-time drivers provided:

- The driver covers a route for a full week;

- The driver bids or is assigned to cover a route for a full week but is prevented from completing that bid or assignment due to reassignment by UPS; or
- The driver has four years of seniority as a full-time package driver.

**Disputes over 9.5 protections are based on paid time, not dispatched or planned time. This is what was negotiated. This is not in dispute.*

Package drivers with less than four years of seniority are eligible for 9.5 protections in very specific situations:

- A driver with less than four years, who has bid a route, which means he/she has bid and been awarded a newly created or permanently vacated route, would be eligible for 9.5 protections, despite not having four years of seniority as a package driver. Even if this driver has his/her route broken out during the week, he would still be eligible for 9.5 language.
- A package driver with less than four years of seniority who works as a full-time utility/cover driver, who bids and is awarded coverage of a route for a week, would be eligible for 9.5 protections. This driver could opt into the 9.5 list according to the procedures and would receive the protection anytime he/she holds down any weekly bid route. This person would remain on the 9.5 list even if holding down a route for the week and the employer breaks it out.

How does a driver get on the 9.5 list?

- An eligible driver who has worked more than 9.5 hours a day on three days in a work week may request to be added to the 9.5 list.
- The driver must notify the manager and the steward of his/her desire to be added to the list.
- The request must be made within the time limit for filing a grievance in the applicable supplement, rider or addendum.
- Once a driver is on the list, he/she will remain on the list for five months (except for November and December).
- 9.5 protections are effective the first day of the driver's work week after making the request.
- A driver on the list may file a grievance when UPS works them more than 9.5 hours a day for any three days in a work week.

What are the penalties and remedies?

- UPS may be forced to pay the grievant triple pay for hours worked in excess of 9.5 hours for a driver on the list when the language is violated.
- If a driver is paid penalty more than three times in a five-month opt-in period, the union and company will meet to ensure future compliance with the 9.5 language.

- If there are deadlocked 9.5 grievances, the union can meet with the company to review the adequacy of staffing in the center with the deadlocked grievances.
- If the union and company cannot agree on a resolution to the deadlocked grievances, the union may take the matter to arbitration to determine the cause of the violations, including whether it is due to inadequate staffing.
- The arbitrator has the ability to award back wages for all employees affected, including any that should have been brought in to work to alleviate overtime for those on the 9.5 list.

Section 1(d), Technology

No employee shall be disciplined for exceeding personal time based on data received from the DIAD/IVIS or other information technology.

Air Operations

Article 40

Section 1(a), Air Drivers

Air drivers. They are to be paid at the top package driver rate if they perform work other than what is listed in Section 1(a).

In particular, air drivers should receive the top package car

rate if they pick up or deliver ground packages, unless:

- The air driver is making an air pickup after the regular driver has been at the customer's premises and the customer has a ground package for shipment; or
- The air driver is picking up an automatic return service package.

Shuttle work. It should usually be performed by full-time workers, meaning regular full-time drivers, full-time air drivers or full-time combination air workers. If shuttle work is currently performed by a part-time air driver, it will be converted to full-time air driver work when the part-time driver vacates the job except where UPS can show that not enough work is available to create a full-time job.

Drop boxes. New language has been added to deal with pick-ups from drop boxes. The language specifically prohibits UPS from expanding the ratio of part-timers to full-time drivers that are picking up at drop boxes regardless of how many drop boxes are added. The size and dimensions of drop boxes also cannot be increased without the consent of the union.

Section 1(b), Air Drivers' Workday

The workday for air drivers shall be:

- Eight hours of work in the air driver classification,

or a combination of eight hours of work in the air driver's classification and other bargaining unit classifications, except air walker;

- Less than eight hours of work in the air driver's classification, or a combination of less than eight hours of air driver's work and work in other bargaining unit classifications, except air walker. UPS will notify the union when a less-than-eight-hour position is created and the union will have 30 days to grieve the implementation.

Section 1(h)(4), Exception Air Drivers

Exception air drivers shall not be required to wait off the clock at a center for packages. Stewards should inform members of their right to be paid if they have to wait at a center before they deliver exception air packages.

Section 1(j), Holiday Work

Air service on holidays will be offered in the following order:

1. Seniority order to full-time air drivers who have worked at least one day that week;
2. To part-time air drivers.

If scheduling cannot be met using above provisions, UPS has the right to force employees to work in the following order:

1. Part-time air drivers, in reverse seniority order;

2. Full-time air drivers, in reverse seniority order;
3. Package drivers, in reverse seniority order.

6(2)(c), Wage Rate Protection

This section contains the following new language:

Part-time employees who bid into a full-time air driver job covered by Article 40 will be red-circled at their current wage rate until such time as the calculated progression rate in Article 40 exceeds that rate. In other words, no one bidding from part-time to full-time will lose any pay because of the transfer. A red-circled employee will not lose the red-circle protection if he or she transfers from one full-time air driver job to another.

Wages

Article 41

Full-Time Wages

Employees entering a package car driving, feeder or other full-time job after Aug. 1, 2013 will have a 48-month progression. The full-time starting wage will increase to \$18.75.

Those in progression as of Aug. 1, 2013 will continue with the 36-month progression.

UPS full-timers who attain seniority by Aug. 1, 2013 will receive \$3.90 in general wage increases during the five-year contract after finishing progression, as follows:


- 70 cents retroactive to August 2013
- 70 cents in August 2014
- 70 cents in August 2015
- 40 cents in August 2016
- 40 cents in February 2017
- 50 cents in August 2017
- 50 cents in February 2018

Premium Services

Article 43

The new guidelines for Article 43:

- Clarify the threshold for payment of holiday pay, rerouting and extensions;
- Provide a trigger point for payment of traffic delays and an understanding that delay pay cases will not be unreasonably denied;
- Clarify a premium rate of pay for work performed by sleeper team drivers on their scheduled day



off, and the rate of pay of any subsequent days worked thereafter within a scheduled workweek as a seventh day of work. Work performed between a run at the home domicile will be paid at the applicable 1 ½ rate of pay;

- Increase subsistence pay to \$35 (up from \$25) for each 1,000 miles traveled;
- Fuel/wash language defines the allowance for fueling both at UPS and non-UPS facilities;
- Mileage increases reflect the hourly general wage increases.

Over 70-Pound Service Package Handling

Article 44

No employee is required to handle alone any package over 70 pounds if the employee believes it causes a safety hazard. Please see Article 44 for details.



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