These negotiating proposals are subject to such revision, modification and deletion as the Teamsters UPS Freight Negotiating Committee may determine from time to time. The committee reserves the right to submit additional proposals as the circumstances may warrant during the process of negotiations. These negotiating proposals are not intended to replace any superior economic conditions currently enjoyed by any Local Union.
ARTICLE 3
RECOGNITION, UNION SHOP, AND CHECKOFF

Section 2. Union Shop and Dues

(a) All present employees who are members of the Local Union on the effective date of this Subsection or on the date of execution of this Agreement, whichever is the later, shall remain members of the Local Union in good standing as a condition of employment. In order to assist the Local Unions in maintaining current and accurate membership records, the Employer will furnish the appropriate Local Union a list of new employees. The Employer agrees to notify the Local Union within seven (7) days of hiring of a new employee. This notification will be made in conjunction with the new employee listing. The list will include the name, address, social security number, date of hire, service center to which assigned, shift, and classification or position hired into, along with current pay rate. The list will be provided on a monthly basis. All present employees who are not members of the Local Union and all employees who are hired hereafter, shall become and remain members in good standing of the Local Union as a condition of employment on and after the thirty-first (31st) day following the beginning of their employment, or on and after the thirty-first (31st) day following the effective date of this Subsection, or the date of this Agreement, whichever is the later. An employee who has failed to acquire, or thereafter maintain, membership in the Union, as herein provided, shall be terminated seventy-two (72) hours after the Employer has received written notice from an authorized representative of the Local Union, certifying that membership has been, and is continuing to be offered to such employees on the same basis as all other members, and further that the employee has had notice and opportunity to make all dues or initiation fee payments. This provision shall be made and become effective as of such time as it may be made and become effective under the provision of the National Labor Relations Act, but not retroactively.
ARTICLE 3
RECOGNITION, UNION SHOP, AND CHECKOFF

Section 3. Dues Checkoff

The Employer agrees to deduct from the pay of all employees covered by this Agreement the initiation fees, dues and/or uniform assessments of the Local Union having jurisdiction over such employees. The **Union dues will be taken out of the paycheck on a weekly basis**. The Local Union will electronically provide the Employer a weekly amount to be deducted from each employee. The Local Union will individually specify the weekly amount to be deducted for initiation fees, union dues and/or assessments. For initiation fees and assessments, the Local Union will notify the Employer the number of weeks these deductions are to be taken from the employee. Notification of deductions to be made by the Employer for the benefit of the Local Union must be received at least one (1) month prior to the date the deduction is to be made. The obligation of the Local Union to provide this information shall be satisfied by the transmission of a computer file in mutually agreeable format.

The Employer shall make no deductions that are not listed on the Local Union’s monthly or weekly checkoff statement in those locations which send a checkoff statement to the Employer. In the event the Employer improperly deducts too much dues money, the amount improperly withheld shall be remitted to the involved employee(s) on the second (2nd) scheduled workday following notification to the Employer. The Local Union(s) shall return any overpayment(s) to the Employer within one (1) week following written notification from the Employer.

The Employer will provide a remittance to the Local Union within fifteen (15) days following the check date the deduction was taken. With each remittance, the Employer shall submit a report listing all employees alphabetically with their social security number and job classification. For those employees who had no deduction for the week, the Employer will provide a reason. In the event the Local Union does not want to receive a weekly remittance, the Employer will provide a monthly remittance by the fifteenth (15th) day of the following month. However, if this option is chosen, the Employer will still make weekly deductions as described above.

Where law requires written authorization by the employee, the same is to be furnished in the form required. No deduction shall be made which is prohibited by applicable law.

The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase “weeks worked” excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to DRIVE National Headquarters on a monthly basis, in one (1) check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee’s Social Security number and the amount deducted from that employee’s paycheck. The International Brotherhood of Teamsters shall reimburse the Employer annually for the Employer’s actual cost for the expenses incurred in administering the weekly payroll deduction plan.
The Employer agrees to deduct certain specific amounts each week from the wages of those employees who shall have given the Employer written notice to make such deductions. The Employer will remit amounts deducted to the applicable credit union once each week. The amount so deducted shall be remitted to the applicable credit union once each month or weekly. The Employer shall not make deductions and shall not be responsible for remittance to the credit union for any deductions for those weeks during which the employee’s earnings shall be less than the amount authorized for deductions.
ARTICLE 4
STEWARDS

The Company recognizes the right of the Local Union to designate job stewards and alternates from the Company’s seniority list. The authority of job stewards and alternates so designated by the Local Union shall be limited to, and shall not exceed, the following duties and activities:

(a) The investigation and presentation of grievances with his/her Company or the designated Company representative in accordance with the provisions of the collective bargaining agreement;
(b) The collection of dues when authorized by appropriate Local Union action;
(c) The transmission of such messages and information, which shall originate with and are authorized by the Local Union or its officers, provided such messages and information:

1. have been reduced to writing; or
2. if not reduced to writing, are of routine nature and do not involve work stoppages, slowdowns, refusals to handle goods, or any other interference with the Company’s business.

When requested by the employee, there shall be a steward or Union representative present whenever the Company meets with the employee to conduct investigatory interviews which may result in discipline or discharge or to discuss a grievance. If a steward is unavailable, the employee may designate a bargaining unit member who is immediately available at the service center at the time of the meeting to be present. Meetings or interviews shall not begin until the steward or designated bargaining unit member, if requested, the Union representative is present. An employee who does not want a Union representative or steward or designated bargaining unit member present at any meeting or interview where the employee has a right to Union representation, must waive Union representation in writing in the presence of the Union steward prior to the meeting or interview is conducted. If the Union requests a copy of the waiver, The Company shall promptly furnish it provide copies of all waivers to the Union.

Stewards and alternates have no authority to take strike action or any other action interrupting the Company’s business, except as authorized by official action of the Local Union. The Company recognizes these limitations upon the authorized Job Stewards and their alternates, and shall not hold the Union liable for any unauthorized acts. The Company in so recognizing such limitations shall have the authority to impose proper, nondiscriminatory discipline, including discharge. However, in the event the Job Steward or the designated alternate has led, or instigated or encouraged unauthorized strike action, slowdown or work stoppages in violation of this Agreement, he/she may be singled out for more serious discipline, up to and including discharge. Stewards and/or alternate stewards shall not be subject to discipline for performing any of the duties within the scope of their authority and defined in this Section, in the manner permitted by this Section.
The 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 Company’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 or discipline so long as such activity does not interrupt the Employer’s operations. The Company will make a reasonable effort to ensure that its operations are not interrupted by the steward’s engaging in such activities. The Company shall not use interruption of its operations as a subterfuge for denying such right to the steward. Time spent in handling grievances during the job steward’s or his/her designated alternate’s regular working hours shall be considered working hours in computing daily and/or weekly overtime if within the regular schedule of the “job steward.” The Employer shall only be obligated to respond to information requests that are approved by the business agent of the Local Union assigned to represent employees covered by this Agreement.

Union stewards shall be allowed to wear a Union Steward pin while on the Employer’s property.

Union shop stewards will be allowed to have a file cabinet per classification on property to properly file and keep paper work. The expense of this file cabinet shall be borne by the Local Union.

The Company will pay the stewards for all services through the grievance procedure including Area Grievance Panels.
ARTICLE 5

Section 1. Seniority

(a) Upon completion of the probationary period, the employee’s seniority for all purposes shall be the first (1st) day worked as a probationary employee. Seniority shall be broken only by discharge, voluntary quit, normal retirement, or more than a two (2) five (5) year lay-off, or leave, except for employees on workers compensation leave who shall not suffer a break in seniority unless on leave for more than three (3) five (5) years.

(b) A list of employees arranged in the order of their seniority shall be posted on the Union bulletin board no less often than once every six (6) months. A copy of the seniority posting shall be sent to the Local Union.

(c) Any controversy over the seniority standing of any employee on the seniority list shall be subject to the grievance procedure. An employee shall have thirty (30) days to protest his placement on the seniority list once it is first posted. If there is no written protest within this thirty (30) day period, the employee shall not have a right to challenge his placement on the list thereafter.

(d) For full-time employees there shall be two seniority lists, “local cartage” and “over-the-road.” All seniority lists will be for bid start times and work opportunity. All employees will remain at all times at the rates of pay for the classification bid within the seniority list they are on in accordance with Article 26 and No employee shall not be reduced monetarily if performing a lower compensated classification of work outside their bid. This applies to any hourly or day to day changes in work outside of the bid functions of the employee. There shall also be a separate “casual local cartage” seniority list. Employees in the following classifications shall be included on the local cartage seniority list: all truck drivers, helpers, dock workers, jockeys, and such other employees as may be presently or hereafter represented by the Union, engaged in local pickup, delivery, and assembling of freight. The “over-the-road” seniority list shall include all over-the-road drivers whose primary job is to transport freight between the Employer’s facilities. Nothing within this paragraph shall preclude the Company from requesting a road driver to make extra stops to pick up or deliver freight in connection with his regular run or performing other local cartage work as the Company may assign. It is not the intent of the Company that this provision be utilized to diminish cartage employees’ work. No local cartage city employee having a CDL can be forced on a road run that has a lay-down. Road drivers will have the option to pass on available loads if a junior employee is available to make the run. Local cartage employees holding a CDL shall be allowed to bid on all local cartage positions (both CDL and non-CDL). However, if there is an insufficient number of CDL qualified drivers to fill existing full-time local cartage CDL driving positions at the time of the bid, the junior CDL holder can be denied the ability to bid on non-CDL jobs in order to fill the CDL required positions. The Company shall not create CDL dock jobs as a subterfuge (i.e. where the CDL requirement is not reasonably required to perform the job).

(f) The following shall apply to casual employees:
1. The date an employee is hired as a casual will be the casual seniority date.

2. A casual employee laid off due to lack of work for less than one year will retain his/her casual seniority. Company and job classification seniority shall be lost due to discharge, voluntary quit or retirement.

3. The date a casual employee obtains full-time employment shall be the employee’s regular seniority date.

4. A casual employee whose layoff exceeds one (1) year shall be considered to have been terminated and shall lose seniority, but may reapply for employment.

5. A full-time employee’s seniority shall prevail over a casual employee’s seniority in case of layoff.

6. If a full-time position is available for bid, and is not bid upon by a qualified regular full-time employee, the casual employee with the most seniority who bids on the position will be awarded the position if he/she meets the minimum qualifications of the position.

7. Casual employees will be laid off and recalled to their job classification in accordance with Section 2 below.

8. When a casual or combination of casuals works the same shift, either for eight (8) continuous hours or four (4) hours back to back, forty five (45) thirty (30) days in ninety (90) consecutive calendar days, other than as a temporary replacement for an employee on vacation or leave of absence, the Company shall create a full-time position. The Company shall have the right to classify, at its discretion, as a fulltime dock with CDL or fulltime dock only; pay will be in accordance with Article 26. The Company shall hire no more than one (1) full-time dock (non-CDL) for every full-time dock with CDL it hires, and this practice shall be on a one for one basis for the life of this Agreement.

When a casual or combination of casual Clericals work the same shift for eight (8) continuous hours thirty (30) days in ninety (90) consecutive calendar days, the Company shall create a full-time Clerical position.

(g) In developing the initial Local Cartage seniority list referenced above, the Company shall use the employee’s Company seniority date unless a particular employee transferred into his current service center from another service center. In such event, the employee’s transfer date to the current service center shall be used to develop the seniority list.

(h) If needed the Employer shall post each bid a list for P&D Drivers desiring to cover road runs for vacation, sick/personal days and absence for any other reason. Upon completion of the covered work, the P&D driver shall return to his/her regular P&D bid work.
ARTICLE 5

Section 2. Layoffs

(a) When it becomes necessary to reduce the working force, the last employee hired on the affected classification seniority list shall be laid off first, unless CDL qualifications are necessary. The affected regular employee may bump the most junior employee in another job classification provided the bumping employee is qualified to do the job. The bumping employee goes to the bottom of the new job classification seniority list. If the employee exercises the right to bump and receives a recall notice, the employee must return to the position from which he/she was laid off. Company benefits will be provided in accordance with the terms of the applicable SPD in a job classification shall be laid off first, and when the force is again increased, the employees are to return to work in the reverse order in which they were laid off according to their seniority roster. If still laid off on the Monday following the layoff, employees with greater terminal seniority, if qualified, may bump employees with lesser terminal seniority.

An employee on layoff will be offered work in any or all classifications (road, city, or dock) at his domicile ahead of any casual or probationary employees, provided he/she is available and qualified.

The Employer shall notify the steward in advance of layoff or of recall.

(b) An employee shall be entitled to a notice of layoff from the Company if they are subject to the daily elimination of their job under paragraphs (c) or (d) below for a period of at least two (2) consecutive weeks. The notice shall be provided to the employee and the Local Union, upon request. If such notice is provided, the employee shall be considered laid off and have the right to exercise the privileges of the first paragraph of this Section.

(c) If a road driver’s run is cut for the day, the road driver will have the option of (1) holding until his/her next bid, (2) dovetailing into the extra board or (3) working ahead of a casual employee. Option (2) and (3) will only be available to the driver if he/she will be able to meet their next bid start time. **If a road driver is notified that his/her run is cancelled once the employee reports to work the road driver will be compensated eight (8) hours pay.**

Road drivers called in from the on-call list will be given two (2) hours to report to work.

(d) If a P&D driver’s run is cut for the day, the P&D driver will have the option of (1) taking the day off pursuant to (c) below, or (2) displacing any junior P&D driver who starts at the same time or after them, if any or displacing any junior local cartage employee P&D drivers are obligated to cover their classification work first. The displaced P&D driver may work ahead of a casual employee for available hours, provided the driver will be able to meet their next bid start time. **If a P&D employee is notified that his/her run is cancelled once he/she reports to work he/she will be compensated eight (8) hours pay.**
If at any time the Company combines two or more runs in the effort of cutting a bid for the day the most senior of the affected bid holders shall have the choice to run the combined bid or pass.

(e) When more than one employee within a job classification requests a day off, the Company will offer any available time off in seniority order.
ARTICLE 5

Section 4. Posting

(a) Starting times, by classification will be posted for bid on the Union bulletin board on a semi-annual basis in June and December of each year. The bids will contain a description of the run or job. Bids shall remain posted for seven (7) calendar days, from Wednesday noon to Wednesday noon. The most senior employee bidding on the job shall be awarded the bid. The Company retains all rights to change the contents of any job after the bid process as necessary to service its customers. If the start time of a job changes more than two (2) hours or more than one hundred (100) miles (total within a week) for an “over-the-road” driver, the job shall be subject to re-bid under paragraph (b) below. In addition, if a bid job is cancelled more than ten (10) times in a calendar month, the job shall be subject to re-bid under paragraph (b) as well, provided the employee holding the job does not decide to remain in the job. Further, nothing written in this paragraph shall preclude the Company from using local cartage drivers in another area if operationally necessary.

**If a jockey certified employee does not wish to re-certify after bidding out of the jockey position he/she must give a thirty (30) day written notice prior to the expiration of his/her certification. As long as the notice is timely the employee will not be required to be re-certified as long as he/she is not bidding into a jockey position. If a bid requiring certification remains unbid, the junior seniority employee will be required to fill said bid. Said junior employee will be trained and certified immediately after the bid has concluded. While being trained the employee shall receive not less than his/her regular rate of pay. Normally, all training will be performed by appropriately certified and trained employees. If, however, a non-certified employee trains they will receive an additional one dollar and fifty cents ($1.50) per hour for all time spent training other employees.**

(b) Available new or vacated bargaining unit positions will be posted for seven (7) calendar days from Wednesday noon to Wednesday noon on the Union bulletin board. Such postings will include the start time and a description of the run for “over-the-road” jobs. The most senior employee bidding on the job who is below the employee currently holding the job on the seniority list shall be awarded the bid.

The Company will abide to a bump and roll until all bids are satisfied by seniority.

There shall be a limit of four (4) moves as a result of the re-bid. The Company shall thereafter have the right to fill any remaining vacancy via the assignment of the junior available qualified employee. In the absence of a local agreement to the contrary, if ten percent (10%) or more of the road driver bid jobs on the seniority list are posted for re-bid within the thirty (30) calendar days after the semi-annual bid process set forth in this section, an additional bid of all starting times will occur in the classification.

Copies of all completed bids shall be sent to the Local Union within ten (10) working days of completion the scheduled bid date.

INITIAL PROPOSAL, Jan. 22 - These are initial contract proposals and are subject to change during negotiations. Download the UPS Rising app by searching “UPS Rising” in the App Store or Google Play. You can also follow the campaign at www.upsrising.org on Facebook @TeamUPSrising and on Twitter @UPSrising. Text “UPS” to 86466 to receive text message alerts (Message and data rates may apply).
(c) Employees who did not possess a CDL on April 7, 2008, including yard jockeys, shall continue to be red circled. All new full-time employees will be required to possess a valid CDL, unless expressly permitted elsewhere in the Agreement. Casual employees must possess a valid CDL before they will be eligible to be awarded a full-time job except as otherwise provided in this Article.

The Company shall make equipment and management personnel reasonably available for employees to use to gain CDL qualifications on their own time. The Company must post annually a list for potential CDL training opportunities. If the Company fails to train employees, and subsequently claims lack of work force, the Company will pay the most senior employee that signed said list the difference in pay.
ARTICLE 5

Section 5. Probationary Employees

(a) A probationary employee shall work under the provisions of this Agreement, but shall be employed on a trial basis until he completes forty-five (45) thirty (30) working days in a ninety (90) working day period. Time spent in orientation shall not count toward the forty-five (45) thirty (30) working days.

(b) The Employer may not terminate or layoff a probationary employee for the purpose of evading this Agreement or discriminating against Union members.
ARTICLE 6
SUSPENSION, DISCIPLINE AND DISCHARGE

Section 1. Just Cause

Employees shall not be disciplined, suspended or discharged except for just cause. Except for offenses of extreme seriousness, employees shall be subject to progressive discipline, which shall require the Company to give at least one (1) advance warning notice of the complaint(s) against the employee in writing with a copy of the same to the Local Union. The Employer shall not discharge, suspend or discipline an employee except for just cause. Except where the provisions of this Article provide for immediate discharge, the Employer shall not suspend or discharge an employee without first having given the Union notice via telephone or email to the Local Union of its intent to discharge or suspend the employee.

The Company will grant a twenty-four (24) hour window for the Local Union to attempt to discuss the proposed discharge or suspension before it is issued by the Company. If there is no response by the Local Union representative within the twenty-four (24) hour period, the Employer may take appropriate action subject to appeal through the grievance procedure.

(a) All discipline must be for just cause, and written notice of such discipline must be given by the Employer to the employee, and a copy of such written notice given to the Local Union by certified mail.

(b) Except in cases involving “cardinal” infractions under this Agreement, an employee to be discharged or suspended shall be allowed to remain on the job until the discharge or suspension is sustained under the grievance procedure.

Non-cardinal intent to discharge cases shall be docketed and scheduled to be heard at the next regular scheduled Regional Grievance Panels.

In respect to discharge or suspension, the Employer shall give at least one (1) written warning notice of such complaint against such employee to the employee and a copy of same to the Local Union except that no warning notice need be given to an employee before he/she discharge, if the cause of such discharge is:

1. Calling an unauthorized strike or walkout.

2. Drunkenness, drinking during working hours (including lunch time), or being under the influence of liquor or drugs during working hours (including lunch time).

3. Proven theft or dishonesty. Not applicable to issues of time.

4. Unprovoked assault on any person when on duty and on Employer property when off duty.
5. Carrying unauthorized passengers in Employer’s vehicle.

6. The provisions of Article 27, relating to illegal drug induced intoxication is hereby incorporated by reference into this Agreement. Refusal of the employee to participate in the testing procedure provided therein shall constitute a presumption of drug and/or alcohol induced intoxication and shall constitute the basis for discharge without the issuance of a prior warning letter.

7. Possession of firearms when on duty and when on Employer property while off duty.

8. A proven Major chargeable accident (after a full investigation) that results in serious bodily injury or death, cargo damage does not apply if only driver was cited.

A serious accident is defined as one in which:

a. There is a fatality, or:

b. A citation is issued and there is bodily injury to a person who, as a result of the injury, receives immediate medical treatment away from the scene of the accident, or:

c. A citation is issued and one or more motor vehicles incur disabling damage as a result of the accident requiring a vehicle to be transported away from the scene by a tow truck or other vehicle, or:

d. Any vehicular contact with an aircraft which results in damage that grounds such aircraft, or:

e. There is an accident involving a motor vehicle on Company property, outside of any building, that results in a fatality or bodily injury to a person, who as a result of the injury receives medical treatment away from the scene of the accident.

Cooling Off Period. The Company shall provide a ten (10) minute cooling off period before disciplining an employee for insubordination or refusal to follow instructions, with steward present.
ARTICLE 6
SUSPENSION, DISCIPLINE AND DISCHARGE

Section 2. Notification in Writing

When an employee is disciplined, suspended or discharged, the employee and the Union shall be immediately notified in writing by certified mail. Any employee discharged away from his/her home Service Center shall be provided expeditious transportation to his/her home Service Center at the Company’s expense.

Warning or discipline letters must specify the violation for which the employee is being disciplined for.
ARTICLE 6
SUSPENSION, DISCIPLINE AND DISCHARGE

Section 3. Expiration of Prior Disciplinary Action for Future Use in Progressive Discipline

Discipline as provided herein shall not remain in effect to support further progressive disciplinary action for a period of more than nine (9) six (6) months. All warning notices, discharges, suspensions or other disciplinary action shall immediately be confirmed in writing to the employee and Union by certified mail. An arbitrator shall be limited to the time covering the six (6) months and not previous disciplines.
ARTICLE 6  
SUSPENSION, DISCIPLINE AND DISCHARGE

Section 4. Prompt Action

The Employer must issue all discipline within ten (10) seven (7) calendar days of knowledge of the underlying events, with the exception of issuing a letter of investigation regarding serious accidents as set forth below. In the event of a vehicle accident, the Employer shall have twenty (20) days to complete its investigation, if warranted, and ten (10) days to take disciplinary action during the period of the investigation, the employee will be allowed to remain in his/her classification except in the case of a serious accident and in which case the employee will be offered any available dock-work in his/her service center. During the period of the investigation the employee will be offered any available dockwork in his service center. When performing dock-work in accordance with this Section the pay rate shall be the applicable full-time dock-worker rate. The twenty (20) days will be extended by mutual agreement, as necessary, if relevant information is not available to the Employer. Agreement will not be unreasonably withheld.

If a driver is found to be not at fault by local law officials, the employee is to be made whole for all lost wages, benefits, and seniority during investigation. The employee shall have the right to displace any junior employee that holds a non-driving position.

The Company shall make its decision within twenty (20) days of a serious accident.

Section NEW – Work Rules

The Company and the Union shall within six (6) months of signing of the new Agreement, negotiate “Local Work Rules” which shall govern the particular Region or Area of the UPSF operations. The Union and Company, upon agreement of said “Local Work Rules” shall submit same to the National Chairs for the Union and the Company, or his/her designee, for the purpose of review and acceptance. If the parties cannot come to an agreement on Local Work Rules, then the National Chairs of the Union and the Company, or his/her designee, shall meet with the parties for resolution. If the parties cannot resolve the issue, it shall be submitted to the arbitrator in a “baseball style” arbitration (i.e. the arbitrator must choose from the parties last best final positions).
ARTICLE 7
LOCAL, REGIONAL AND NATIONAL GRIEVANCE PROCEDURES

Section 2.

Except in cases where an employee can be suspended or discharged without a warning letter, an employee subject to suspension or discharge shall be allowed to remain on the job, without loss of pay, unless and until the suspension or discharge is sustained under the grievance procedure. The Union agrees that it will not unreasonably delay the processing of such cases. An employee remaining on the job under this provision may be removed from service if he/she commits another disciplinary offense for which he/she is subject to suspension or discharge without a warning letter under this Agreement. Grievances related to a discharge or suspension notice must be filed with the Company within ten (10) calendar days. If the grievance cannot be resolved locally within five (5) working days, Section 3 (c) below applies.
ARTICLE 7
LOCAL, REGIONAL AND NATIONAL GRIEVANCE PROCEDURES

Section 4. Miscellaneous

Payment for grievances settled at the local level of the grievance procedure must be made within two (2) weeks following the date of the settlement. Payment for grievances resolved by a Regional Panel or the National Grievance Panel shall be made within two (2) weeks following the Company’s receipt of the Panel’s resolution statement. All monetary grievances that have been resolved either by a decision from the Regional or National Panels, Arbitrator or by a settlement shall be paid within fourteen (14) calendar days following the date of the decision and/or settlement. If the Employer fails to pay in accordance with this Section, the Employer shall pay penalty damages in the amount of eight (8) hours pay for each day the Employer fails to make timely payment. A copy of the payroll adjustment will be mailed to the Local Union involved. Payment of grievance amount will be listed on the employee’s payroll advisory. Payment for grievance settlement shall be taxed at the employee’s regular withholding rate where legally permissible. All grievance settlements will be paid by check, separate from a payroll check.

The parties may extend any deadline imposed by this Article in writing by mutual agreement.
ARTICLE 7
LOCAL, REGIONAL AND NATIONAL GRIEVANCE PROCEDURES

Section 5. Regional Grievance Panels

(a) There shall be four (4) six (6) UPS Freight Regional Joint Grievance Panels. The Panels shall be established based upon the corresponding geographical regions of the International Brotherhood of Teamsters: i.e. Eastern, Western, Central, and Southern.
ARTICLE 7
LOCAL, REGIONAL AND NATIONAL GRIEVANCE PROCEDURES

Section 6. National Grievance Panel

(b) Eliminate reference to arbitration

(c) Where the NGP fails to reach a majority decision as to any case submitted pursuant to this Article, either party shall have the right to refer the case to binding arbitration. Either party wishing to submit a grievance to arbitration must do so within ten (10) days of receipt by mail or hand delivery of the NGP deadlock decision. The arbitrator is to be selected from an American Arbitration Association national panel list and all aspects of the arbitration procedure shall be governed by the Rules of the American Arbitration Association. In the event the National Grievance Panel fails to reach a majority decision as to any case submitted pursuant to this Article, either party shall have the immediate right to economic recourse (strike/lockout) in support of their position upon seventy-two (72) hour notice.

As an alternative to economic recourse, the parties by mutual written agreement may submit a deadlocked case to final and binding arbitration. Such arbitration shall be scheduled within thirty (30) days of the request. Any such arbitration shall be on a case by case basis.

(d) The arbitrator shall have the authority to apply the provisions of this Agreement and to render a decision on any grievance coming before him/her but shall not have the authority to amend or modify this Agreement to establish new terms or conditions of employment.

(e) The parties reserve the right to modify the above schedules, fees and/or assessments for Regional and NGP meetings by mutual consent.

NEW
Failure to comply fully with any final decision of any Regional or National Grievance Committee, arbitrator or settlement of a grievance at any stage of the grievance procedure, shall allow the Union to take any economic action it deems appropriate.
ARTICLE 9  
LOSS OR DAMAGE

Section 1.

Employees shall not be held responsible, or required to assume liability, for loss or damage or stolen merchandise, unless the Company demonstrates that the employee, without justification or mitigation, violated established rules, procedures or policies, the observance of which would have prevented the loss, damage or theft. In no event will an employee be held responsible for, or required to assume any liability for any loss, damage or stolen merchandise when performing assigned work in a manner as specifically instructed by a supervisor. Employees who suffer a loss of glasses, gloves, clothes, shoes, bedding, personal property, etc., shall be reimbursed with proper proof of ownership and cost, if due to no negligence of that employee. This Article shall not be utilized in any manner to hold an employee liable for any loss or damage of equipment under any conditions or for any damage to cargo as a result of any vehicular accident.
ARTICLE 11
UNIFORMS

The Company agrees that if any employee is required to wear any kind of uniform as a condition of continued employment, such uniform, including uniform shorts, shall be furnished by the Company, free of charge, at the standard required by the Company. The Company will consider purchasing uniforms made in the United States by Union vendors and those uniforms will contain the IBT patch insignia on the left shoulder of every shirt. The Company shall obtain the patches from the IBT.

The Company shall replace all clothing, glasses, hearing aids, personal property and/or dentures not covered by Company insurance or workers’ compensation which are destroyed or damaged in a wreck or fire with Company equipment while on Company business. The Company will provide the following: five (5) short sleeves polo shirts, five (5) long sleeves polo shirts, five (5) pairs of shorts and five (5) pairs of long pants. The Company will provide ten (10) pairs of socks and one (1) pair of steel toe shoes each year for all full-time employees. The Company will provide any hats required by the Employer to be worn. The Company will provide warmer gear for the winter such as coats and face protection. Company will permit employees to wear hooded coats and sweatshirts. The Company will provide proper rain gear to all employees.

The Company has the right to establish and maintain reasonable standards for wearing apparel and personal grooming. The Company shall allow employees to have well maintained facial hair and non-offensive tattoos.

The Company shall place an order for replacement uniform parts within one (1) week of the date upon which an employee shows worn items to his or her manager. The worn items will be exchanged with replacement uniform parts when the Company receives the replacements from the vendor.
ARTICLE 13
COMPENSATION CLAIMS

(d) The Company agrees to provide any employee injured locally transportation at the time of the injury, from the job to the medical facility and return to the job, or to his/her home if required. The Company shall not accompany the injured worker into the medical facility.

(e) In the event of a fatality arising in the course of employment, while away from the home service center, the Company shall return the deceased to his/her home at the point of domicile.

(f) The Company may publish reasonable safety rules and procedures, provide the Local Union with a copy and require employees to acknowledge in writing that they have received such rules and procedures. Failure to observe such reasonable rules and/or procedures shall subject the employee to disciplinary action.

(g) An employee who is sent home by the Company as a result of an injury on the job, or is sent to a hospital, or who must obtain medical attention that day, shall receive pay at the applicable hourly rate for the balance of his/her regular shift on that day. An employee who has returned to his/her regular duties after sustaining a compensation injury who is required by the worker’s compensation doctor to receive additional medical treatment during his/her regularly scheduled working hours shall receive his/her regular hourly rate of pay for such time.

(h) The Company may continue a modified work program on a non-discriminatory basis. This program is designed to provide temporary opportunity to those employees who are unable to perform their normal work assignments due to an on-the-job injury.

The Company shall be obligated to maintain all costs for full maintenance of benefits for any employee injured on the job.

During any compensable injury, employees will accrue reports for the propose of benefit accrual(s) such as vacations.
ARTICLE 14
MILITARY CLAUSE

Employees in service in the uniformed services of the United States, as defined by the provisions of the Uniform Services Employment and Reemployment Rights Act (USERRA), Title 38, U.S. Code Chapter 43, shall be granted all rights and privileges provided by USERRA and/or other applicable state and federal laws. This shall include continuation of health coverage as provided by USERRA, and pension contributions for the employee’s period of service, as provided by USERRA. Employees shall be subject to all obligations contained in USERRA which must be satisfied for the employees to be covered by the statute.

The Employer, in its discretion, may make additional payments or award additional benefits to employees on leave for service in the uniformed services in excess of the requirements outlined in the USERRA.

Employees on USERRA-approved military leave shall continue to accrue vacation to be used upon return as set forth below. **Military employees shall accumulate leave and shall be able to roll over all leave while deployed for the country.** To be eligible for accrual, employees must be (i) employed by UPS Freight for at least one (1) year, (ii) be a member of the uniformed services at time of call up, and (iii) be called onto 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:

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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/she would have accrued while he/she was on military leave.

The treatment of unused vacation and the scheduling of vacation shall be in accordance with Article 25.

Upon notification from an employee that he/she is taking USERRA qualified military leave, the Employer shall notify the Local Union within five (5) business days.
ARTICLE 15
EQUIPMENT AND SAFETY

Section 1. Safe Equipment

The Company shall not require employees to take out on the streets or highways any vehicle that is not in a safe operating condition, including, but not limited to, equipment which is acknowledged as overweight or not equipped with the safety appliances prescribed by law. It shall not be a violation of this Agreement or basis for discipline where employees refuse to operate such equipment unless such refusal is unjustified.

It shall also not be a violation of this Agreement or considered an unjustified refusal where employees refuse to operate a vehicle when such operation constitutes a violation of any federal rules, regulations, standards, or orders applicable to commercial motor vehicle safety or health, or because of the employee’s reasonable apprehension of serious injury to himself/herself or the public due to the unsafe condition of such equipment. The Company shall be responsible for any citation issued if it occurred through no fault of the driver.

Repairs to equipment will be certified on the Vehicle Condition Report.

**Repairs to equipment shall be done in a timely manner and shall not be unreasonably delayed.**
ARTICLE 15  
EQUIPMENT AND SAFETY

Section 3. Accident Reports

Any employee involved in any accident or cargo spill incident, involving any hazardous or potentially polluting product, shall immediately report said accident or spill incident and any physical injury sustained. The employee, as soon as possible, or at the latest before the end of the shift during which the accident or incident occurs, shall make out an accident or incident report in writing on forms furnished by the Company and shall turn in all available names and addresses of witnesses to the accident or incident.

The employee shall receive a copy of the accident or incident report that he/she submits to the Company if requested. Failure to comply with this provision shall subject such employee to disciplinary action.

If an employee is accident free for one hundred twenty (120) consecutive work days, he/she shall be granted an additional discretionary day with pay at the employee’s regular rate of pay.
ARTICLE 15
EQUIPMENT AND SAFETY

Section 5. Qualifications on Equipment

If the Company or government agency requests a regular employee to qualify on equipment requiring a classified or special license, or in the event an employee is required to qualify (recognizing seniority) on such equipment in order to obtain a better job opportunity with the Company, the Company shall allow such regular employee the use of the equipment so required in order to take the examination on the employee’s own time. Costs of such license required by government agency will be paid for by the employee. Company. (Including hazmat and required endorsement fees, finger print fees)
ARTICLE 15
EQUIPMENT AND SAFETY

Section 9. Equipment Requirements

(a) All vehicular equipment (All tractors, City and Road, Jockey equipment, hostling buggies, etc.) added after the effective date of this Agreement will be equipped with air conditioning and power steering. The Company will not purchase new diesel powered forklifts unless the National Institute for Occupational Safety and Health concludes that diesel is or can be made as safe and healthy as alternative fuels. Such forklifts will be maintained in proper operating conditions. All equipment will be maintained in proper working order, if not in proper working order, the bargaining unit shall “Red Tag” the equipment until repaired.

(b) The Employer shall install heaters and defrosters on all trucks and tractors. If defective the Employer agrees to repair by next dispatch.

(c) There shall be first-line tires on the steering axle of all road and local pick-up and delivery power units. In case of breakdown a temporary replacement other than a first-line tire may be used to return to the home terminal. Road Units will have first-line tires on all axles.

(d) All new road equipment regularly assigned to the fleet shall be equipped with an air-ride seat on the driver’s side. Such equipment shall be maintained in reasonable operating condition. All new air-ride seats shall oscillate and have an adjustable lumbar support, height, backrest and seat tilt. All new Road tractors purchased during the term of this Collective Bargaining Agreement shall have tandem axles.

(e) When the Employer weighs a trailer, the over-the-road driver shall be furnished the resulting weight information along with his/her driver’s orders.

(f) All road and city equipment shall have a speedometer operating with reasonable accuracy.

(g) The Employer and the Union recognize the need for safe and efficient twin-trailer operations. Accordingly, the parties agree to the following:

1. Dollies shall be counter-balanced or equipped with a crank-down wheel to support the weight of the dolly tongue.

2. Whenever possible, the Employer will hook up the heaviest trailer in front in twin-trailer operations. In those instances where it is not possible because of an intermediate drop of less than one hundred fifty (150) miles or scaling of the drive axle, the driver after driving the unit at any point on the trip, determines, at his/her sole discretion, the unit does not handle properly, may have the Employer switch the unit or authorize the driver to switch the unit and be paid for such time. All terminals where road runs originate shall have a scale and/or have proof of weighing of all outbound loads, hooked and weighed with scaled ticket prior to departure - All Runs Scaled.
(h) All newly manufactured road tractors regularly assigned to the fleet after the effective date of this Agreement shall be equipped with heated mirrors. However, it shall not be a violation of this provision for the tractor to be dispatched to the next Employer point of repair if the heated and/or power mirror is inoperative. **The Company further agrees to repair any damaged or malfunctioning equipment within seven (7) calendar days.**

(i) All new diesel tractors and new yard equipment shall be equipped with vertical exhaust stacks.

(j) All new road and city tractors shall be equipped with large spot mirrors (6” minimum) on both sides of the tractor, **power mirrors will be standard on all new tractors** upon and after the effective date of this Agreement.

(k) **Clean Idle - It shall not be grounds for discipline when a driver idles the truck or tractor they are operating for purposes of cooling or heating as a matter of personal safety.**

(o) All two wheel carts will come with hard rubber tires (not air filled).

(q) **The Company will provide electric pallet jacks.**

(s) **Trailers equipped with logistic bars must be maintained and operable.**

(u) **Air horns will be installed on all tractors.**

(v) **All city and road trailers will be equipped with a mid-level handle to avoid knee, back and shoulder injuries.**

Section 10: **Drivers will have idle time if temperature is under 40 degrees or over 80 degrees.**

Section 11: **The Company shall install fans on the dock, new (LED) lighting on the dock and in the yard.**

Section 12: **The Company shall install a chain and lock system on all trailer doors.**
ARTICLE 16
EXAMINATION AND IDENTIFICATION FEES

Section 1. Required Examination

(a) Physical, mental or other examinations required by a government body or the Employer shall be promptly complied with by all employees; provided, however, the Employer shall not pay for any time spent in the case of applicants for jobs.

The Employer shall determine the doctor that will perform the required examination and shall be responsible to these employees only for time spent at the place of examination or examinations where the time spent by the employee exceeds two (2) hours, and in that case only for those hours in excess of said two (2) hours. The employee must be compensated for time involved in taking the examination at the employee’s regular rate of pay and shall be paid at not less than two (2) hours. Examinations are to be taken at the employee’s home area and are not to exceed one (1) in any one (1) year, unless the employee has suffered serious injury or illness within the year. Employees will not be required to take examinations during their working hours, unless paid by the Employer for all time spent. Employees shall be given reasonable notice of dates of examinations. The Employer shall pay for all such examinations for all regular and probationary employees.

DOT medical cards must be obtained from the doctor designated by the Company. For those drivers subject to DOT regulations who possess a valid medical certificate from a designated DOT provider, the Employer shall pay for any additional physical, mental, or other examinations required by the Employer to confirm the validity of the medical certificate. **Any employee who possesses a CDL may go to their personal doctor for DOT examination required by the Employer at the employee’s expense.**

(b) It is understood by the Employer and the Union that once an employee notifies the Employer that he/she has been released to return to work by the employee’s doctor, the Company doctor must examine the employee within three (3) working days from the time the employee brings the return-to-work slip to the Employer.

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

In the event of disagreement between the doctor selected by the Employer and the doctor selected by the Union, the Employer and Union doctors shall together select a third (3rd) doctor within seven (7) days, whose opinion shall be final and binding on the Company, the Union, and the employee. Neither the Company nor the Union or employee will attempt to circumvent the decision. The expense of the third (3rd) doctor shall be equally divided between the Employer and the Union. Disputes concerning back pay shall be subject to the grievance procedure.
If the third (3rd) doctor agrees that the employee shall be returned to work, the employee shall be reimbursed at his/her daily guarantee, less any other monies received back to the date of the examination by the Company doctor. It shall exclude any time the employee was not available for examination or work.

**The Company will cover all fees for license, testing, physicals or background checks which are required by the Company for employment. The Company shall pay for all sleep studies as required by Company doctors.**
ARTICLE 16
EXAMINATION AND IDENTIFICATION FEES

Section 3. Company Will Furnish Equipment

It is mutually understood that, under normal circumstances, the Company will furnish equipment for their employees to take any CDL test required by law.

Once an employee is CDL qualified Company will certify for P&D operations no less than sixty (60) calendar days after employee obtains CDL qualifications. Once an employee has been P&D certified for twelve (12) months the Company shall make road certified any employee expressing desire to be road certified within one hundred twenty (120) calendar days of such request.
ARTICLE 16
EXAMINATION AND IDENTIFICATION FEES

Section 4. Identification of Company Representatives

Company representatives, if not known to the employees, shall identify themselves to employees prior to taking disciplinary action.

The Company will provide Life Lock to employees who are required to show their ID to customers and companies.
ARTICLE 17
PAY PERIOD

Employees shall be paid in full each week on pay periods occurring on a day established by the Company, in the week following the week worked.

Not more than seven (7) days’ pay shall be held on an employee. Each employee shall be provided with an itemized statement of gross earnings and an itemized statement of all deductions made for any purpose. Verified payroll mistakes of twenty dollars ($20.00) or more will be paid on the next business day if requested by the employee. The payment will be made available to the employee at his/her reporting location on his/her next scheduled workday after reporting the shortage. If the Employer fails to make the payment available on the employee’s next scheduled workday and the shortage was the result of the Employer’s error, the employee will be paid an additional liquidated amount equal to his/her daily guarantee at his/her regular hourly rate for every full pay period in which the shortage is not paid after the next scheduled workday, until corrected. Over-the-road employees shall receive their regular paychecks prior to their last dispatch or tour of duty, prior to payday, if available; with the understanding they shall not cash same until the date on the paycheck.

New employees, defined as those not in the bargaining unit on the payroll on the date of ratification, shall designate Electronic Fund Transfer (EFT), unless prohibited by applicable State law.

When an employee notifies the Company in writing of any ongoing overpayment, the employee’s increasing liability will cease five (5) working days after the date of the written notification. The notification shall be provided to the employee’s immediate supervisor or manager.

All employees shall be reimbursed expenses within thirty (30) five (5) days of submitting the request.

The Company shall keep a running tally of all hours and miles as well as vacation time used and available along with discretionary days used and available in detail each week included in paper paycheck stub. The Company will provide the drivers with a paper copy of all daily log books tasks.

The Company will provide to every clerk a copy of weekly hours at the end of the week that was worked.
ARTICLE 18
WORKDAY AND WORKWEEK

Section 1. Casual Employees

The schedule for casual employees shall be posted by Friday of the preceding workweek. A casual employee shall be guaranteed four (4) six (6) hours of pay on any day he/she is scheduled and reports to work. The Company may alter the casual employee’s start time or cancel the scheduled work day provided the employee is notified prior to reporting to work. The Company will give a two (2) hour notification if canceling a casual.
ARTICLE 18
WORKDAY AND WORKWEEK

Section 2. Full-time Employees

The schedule for full-time employees shall be posted by Friday of the preceding workweek. The start time can be altered as a part of this posting by up to two (2) hours of the job’s bid start time. The Company may alter the start time on a daily basis for more than two (2) hours provided the employee is notified prior to reporting to work. If an employee’s start time is altered by more than two (2) hours more than fifty percent (50%) of the time in any sixty (60) day period, the employee may request it to be re-bid pursuant to Article 5. Ninety percent (90%) of the full-time employees holding bid jobs will be guaranteed a minimum of eight (8) hours pay per day when put to work and the standard guaranteed workweek shall be forty (40) hours per week. The remaining ten percent (10%) of employees holding bid jobs shall have a four (4) hour guarantee when put to work. Work shall be scheduled for five (5) consecutive days, Sunday through Thursday, Monday through Friday or Tuesday through Saturday. Notwithstanding the above, the Company shall also have the right to maintain a sufficient number of full-time employees without a posted or established schedule in order to handle unscheduled and extra ad hoc work. All full-time employees shall have a guaranteed workweek of forty (40) hours per week eight (8) hours a day, Sunday through Thursday, Monday through Friday, and Tuesday through Sunday.

One and one-half (1 ½) times Double time the regular hourly rate and mileage rate shall be paid for all work performed on the seventh (7th) consecutive day of work regardless of what day it is, except where the seventh (7th) consecutive day of work falls on Sunday, in which case double time shall be paid. On an early call in, employee should receive one and one-half (1 1/2) times the regular rate of pay. All full-time employees will have a guarantee of eight (8) hours when put to work.

No full-time employee will be required to work more than a ten (10) hour workday. If the Employer needs to work employees more than ten (10) hours, this work will be offered as extra work by seniority to the employees in the classification. No employees will be disciplined for refusal to work past the ten (10) hour workday.

P&D drivers will not be forced to work more than ten (10) hours in any one (1) shift. This language will apply only once the employee has returned to the facility after his/her assigned P&D run. No employees will be disciplined for refusal to work past the ten (10) hour workday.
ARTICLE 18
WORKDAY AND WORKWEEK

Section 3. Overtime

All hours worked in excess of eight (8) hours in any one (1) day or forty (40) hours in any one (1) week shall be paid at the rate of time and one-half (1 ½) the regular hourly rate, but not both. Overtime shall not be pyramided. Pay for hours not worked shall not count toward the forty (40) hour threshold.

All hours worked or paid shall be considered as hours worked when computing overtime.

All hours worked on Saturday shall be paid at time and one-half (1 1/2) the hourly rate.

All hours worked on Sunday shall be paid at double the hourly rate of pay.

Overtime for Road Drivers assigned Local Cartage work prior to or after their road assignment shall be paid at one and one-half (1 1/2) times their hourly rate of pay for Local Cartage work performed.

Section 3.1 Saturday Work

Section 3.1a

Except for employees working the Tuesday – Saturday schedule, employees accepting work on Saturday shall be guaranteed four (4) hours of work or pay and shall be paid at one and one-half (1 1/2) times the hourly rate as set forth herein.

Section 3.1b

If an employee is required or requested to remain on duty in excess of four (4) hours, he/she shall be guaranteed a minimum of eight (8) hours work or pay.

Section 3.1c

Employees who are assigned to work their regular shift on a Saturday evening and whose work ends on Sunday shall work the hours necessary to complete that day’s work at the Saturday rate. All hours worked in excess of eight (8) hours will be at the Sunday rate.

All hours worked on Sundays or holidays or on the seventh (7th) consecutive day or in excess of ten (10) hours per day shall not apply against the guarantee but must be paid in addition to the guarantee.

The Company will make a reasonable effort to notify non-driving employees at least one (1) hour in advance of overtime.

Company shall give two (2) hour advanced notice of forced overtime and/or extend of shift.

INITIAL PROPOSAL, Jan. 22 - These are initial contract proposals and are subject to change during negotiations. Download the UPS Rising app by searching "UPS Rising" in the App Store or Google Play. You can also follow the campaign at www.upsrising.org on Facebook @TeamUPSrising and on Twitter @UPSrising. Text "UPS" to 86466 to receive text message alerts (Message and data rates may apply).
Section 3.2 Sunday Work

Section 3.2a

Except for employees working the Sunday – Thursday schedule, employees accepting work in Sunday shall be guaranteed four (4) hours of work or pay and shall be paid at the rate of double straight time except as provided in (b) below. If an employee is required or requested to remain on duty in excess of four (4) hours, he/she shall be guaranteed a minimum of eight (8) hours work or pay.

Section 3.2b

An employee assigned to his/her regular shift on Sunday evening and whose work ends on Monday shall be paid double the hourly rate for all hours worked until midnight and shall be paid straight time rate for the balance of his/her eight (8) hours.

Section 3.2c

If such employee works in excess of eight (8) hours, he/she shall be paid one and one-half (1 1/2) times the hourly rate for such hours in excess of eight (8).
ARTICLE 18
WORKDAY AND WORKWEEK

Section 4. Work in Other Classifications

Full and casual employees will be paid an hourly rate commensurate with the work they are performing. Employees may be used in any lower work classification, but for the work done in such lower work classification, shall receive the wage rate for his/her regular work classification. When an employee works in a higher classification, he/she will be paid the higher rate for that entire day.
ARTICLE 19
POSTING

Section 2. Union Bulletin Boards

The Employer agrees to provide suitable space for the Union bulletin board. Postings by the Union on such boards are to be confined to official business of the Union and on the Union’s official letterhead or TITANS. The Employer shall not remove, tamper with or alter any notice posted by the Union unless such notice is harmful to the Employer.

All Union bulletin boards must be glass encased and the steward and Business Agent given a key. The Employer shall have ninety (90) days to comply.

**If any Union bulletin board becomes damaged the Company shall repair or replace it within thirty (30) days.**
ARTICLE 20
COOPERATION OF EMPLOYEES/FAIR DAY’S PAY

Section 1. Cooperation of Employees, Company and Union

The parties agree that at all times as fully as it may be within their power to cooperate so as to protect the long-range interests of the employees, the Company, the Union and the general public served by the parties to this Agreement.

The Employer will provide space at each facility for a Union provided filing cabinet and steward’s mailbox. The location for each shall be easily accessible to both members and stewards. A separate mailbox shall be provided for the road classification and local cartage classifications.

No bargaining member shall have access to any computer system where bargaining unit members personal information is stored.

Under no circumstance should bargaining unit members be required or perform the duties of management or supervisors. All work calls made by management shall be verified by bargaining unit members.

Seniority will be the primary consideration when filling new safety trainer positions.
ARTICLE 20
COOPERATION OF EMPLOYEES/FAIR DAY’S PAY

Section 3. Safety and Health Committee
There shall be a Safety and Health Committee comprised of a mutually agreed to number of bargaining unit representatives and up to an equal number of management representatives.

Bargaining unit members who seek to serve on the Safety and Health Committee may volunteer to do so, with approval of the Local Union. The Union co-chair of the committee shall be selected by the bargaining unit members of the committee. The Employer will provide the Local Union with the names of the management representatives on the committee.

No safety committee member shall report the name of any employee to UPS Freight as a result of observations performed in conjunction with safety committee activity.

It is clearly understood that observations are made in order to address issues that may lead to injury’s or accidents. These observations should not be the subject of any disciplinary action to any employee.

Bargaining unit members working in the full time position of trainer/safety shall not hold a bid in the normal job classification, responsibilities, pay rate, term and bid placement they hold when not performing duties of a trainer/safety team member.

Full time safety trainers shall bid vacation separately from the job classification which they currently hold seniority in.

Safety trainers shall not be obligated to train or observe non bargaining unit personnel or entities. Safety trainers shall not suffer a loss of regular compensation when training. They shall also receive an extra two dollars ($2.00) per hour for such training.
ARTICLE 21
UNION ACTIVITIES/LEAVE OF ABSENCE

Section 1. Union Activities

(a) Any employee, member of the Union, acting in any official capacity whatsoever shall not be discriminated against for his/her acts as such officer of the Union so long as such acts do not interfere with the conduct of the Company’s business, nor shall there be any discrimination against any employee because of Union membership or activities.

(b) The Company agrees to grant employees reasonable time off without pay without discrimination or loss of seniority rights to attend a labor convention or Union meeting called by the Local Union, provided at least forty-eight (48) twenty-four (24) hours written notice to be taken off for Union business is given by the Local Union to the Company specifying the length of time off and provided that there shall be no disruption of the Company’s operations. The Company’s consent to such requests shall not be unreasonably denied.

(c) Authorized agents of the Union shall have access to the Company’s premises during working hours for the purpose of adjusting disputes, investigating working conditions, collecting dues and ascertaining that this agreement is being adhered to, provided, however, that there is no interruption of the Company’s working schedule.
ARTICLE 21
UNION ACTIVITIES/LEAVE OF ABSENCE

Section 2. Leave of Absence

(a) When an employee in any job classification requiring driving has his/her operating privilege or license suspended or revoked for reasons other than medical disqualification or those for which the employee can be discharged by the Company, a leave of absence without loss of seniority, not to exceed two (2) years, shall be granted for such time as the employee’s operating license has been suspended or revoked. The employee will be given available work opportunities to perform non-CDL required job functions.

When an employee in any job classification requiring driving has his/her operating privilege, license suspended or revoked for reasons other than medical disqualifications, (including any failure of any type of delay in renewing a Hazardous Material Endorsement) or those for which the employee can be discharged by the Company, a leave of absence without loss of seniority, not to exceed three (3) years shall be granted for such time as the employee’s operating license has been suspended or revoked, (and/or reestablished by the U.S. Department of Homeland Security). The employee will be given available work opportunities to perform non-CDL required job functions. Full-time employees should be able to work ahead of part-time employees when employees operating license has been suspended or revoked.

(b) A Union member elected or appointed to serve as a Union official shall be granted a leave of absence during the period of such employment, without discrimination or loss of seniority rights, and without pay.
ARTICLE 21
UNION ACTIVITIES/LEAVE OF ABSENCE

Section 3. Medical Disqualification

(a) A driver who is judged medically unqualified to drive, but is considered physically fit and qualified to perform other inside jobs, will be afforded the opportunity to displace the least senior full-time or casual inside employee at such work and hold their seniority until he/she can return to his/her driving job. However, if the displacement of a full-time employee with a CDL would negatively affect the employer’s operations, the medically disqualified driver may only displace a casual inside employee. “Red-circled” non-CDL cartage employees shall not be subject to displacement in this process. While performing the inside work, the driver will be paid ninety percent (90%) of the appropriate rate of pay for the full-time classification of work being performed. The Company shall attempt to provide eight (8) hours of work, if possible, out of available work.
ARTICLE 23
TIME SHEETS, TIME CLOCKS AND VIDEO CAMERAS

Section 1. Time Sheets and Time Clocks

(b) Employees shall punch their own time cards.

(c) The Company shall maintain sign-in and sign-out records at service centers. All road drivers must record their arrival, departure, origin and destination.

(d) The Company may substitute updated time-recording equipment for time cards and time sheets. However, printed time records will be made available to employees upon request.

Time clocks and time keeping devices shall remain accessible at dark terminals.

The Company will provide an accurate receipt for all time worked each day.
ARTICLE 23
TIME SHEETS, TIME CLOCKS AND VIDEO CAMERAS

Section 2. Video Cameras

The Company may install and operate video cameras in all public areas of the Service Center to help the Company in assuring the safety and security of employees, Company property and customer freight. The Company shall not install or use video cameras in areas of the Company’s premises that violate the employee’s right to privacy such as in bathrooms or places where employees change clothing or provide drug or alcohol testing specimens.

The Company may use video cameras to discharge an employee without corroboration by observers if the employee engages in conduct such as dishonesty, theft of property, vandalism, or fighting for which an employee could be discharged without a warning letter. If the information on the video tape is to be utilized for any purpose in support of a disciplinary or discharge action, the Company must provide the Local Union, prior to the hearing, an opportunity to review the video tape used by the Company. The Company may not use video cameras to discharge an employee.

Unless required by law, the Employer shall not use cameras (still or video) in and/or on trucks which face the driver and/or co-drivers.
ARTICLE 23
TIME SHEETS, TIME CLOCKS AND VIDEO CAMERAS

Section 3. Computer Tracking Devices

No employee shall be disciplined solely based upon information derived from a GPS or any other technology enhancements or devices unless the employee engages in conduct creating imminent danger to other employees or the general public or other conduct such as dishonesty or recklessness resulting in a serious accident.
ARTICLE 23
TIME SHEETS, TIME CLOCKS AND VIDEO CAMERAS

NEW Section 4

If a technological change otherwise permitted under this Agreement creates new work that replaces or modifies bargaining unit work, unit employees shall perform that new or modified work and the Employer shall provide bargaining unit employees with training required to utilize the new technology.
ARTICLE 24
LEAVE OF ABSENCE

Section 1. Jury Duty Leave

When an employee is required to miss time from the regularly scheduled work week because of an obligation to serve on a jury, the employee must give prior notice to his/her supervisor with a copy of the letter requiring jury duty service. The employee is obligated to minimize the number of hours missed from work for jury duty service provided, however, that when an employee reports for jury duty service on a scheduled work day, the employee will not unreasonably be required to report for work that particular day. The Company reserves the right to verify the necessity of any hours missed from work due to jury duty service. Full-time employees will be paid the difference between the regular hourly rate and any remuneration received for jury duty service. Pay for jury duty service is calculated on the basis of eight (8) hours at straight time hourly rate of pay for full-time employees and six (6) hours at the straight time hourly rate for casual employees.
ARTICLE 24
LEAVE OF ABSENCE

Section 3. Family and Medical Leave

The Company shall provide unpaid leave subject to the terms of the Family and Medical Leave Act (FMLA) of 1993.

The Employer will not require the employee to substitute or use any accrued paid vacation or any other paid leave for the leave period.
ARTICLE 24
LEAVE OF ABSENCE

Section 4. Funeral Leave

Full-time All employees who have been employed for six (6) months are eligible for funeral leave. A maximum of two (2) three (3) days leave will be paid to employees for missed time from work on account of the death of an immediate family member, to include the employee’s spouse, children, grandchildren, parents, grandparents, spouses’ grandparents, brothers, sisters, brother in-laws, sister in-laws and children and parents of the spouse. An employee shall be eligible for a third five (5) paid day of leave if the location of the funeral requires the employee to miss work the next day due to travel. To be eligible for funeral leave, the employee must attend the funeral or service. Pay for funeral leave is calculated on the basis of eight (8) hours at straight time hourly rate of pay for full-time employees and six (6) hours at the straight time hourly rate for casual employees.
ARTICLE 24
LEAVE OF ABSENCE

Section 5. Personal Leave

Full-time All employees will be allowed a personal leave of absence without pay not to exceed thirty (30) three (3) calendar days months if:

1. It is requested in writing to the Service Center Manager, and

2. Management believes the leave is for good reason and does not interfere with business operations. Approval for such leave shall not be unreasonably denied.

If an employee takes another job elsewhere during leave approved under Section 3 or 5 of this Article, the employee will be considered as having resigned.

A personal leave of absence may be extended for an additional thirty (30) calendar days if there is good reason and management approves it. Approval for such extension shall not be unreasonably denied. The employee must request the extension in writing before the first leave expires.

Employees on personal leave will not earn vacation or be entitled to paid holidays. All benefits will continue up to two (2) months if paid for in advance by the employee.

Employees who take a personal leave of absence are not eligible for unemployment compensation during the leave period.
ARTICLE 24
LEAVE OF ABSENCE

Section 6. Casual FMLA

Casual employees who have worked for the Company for a minimum of thirty-six (36) twelve (12) months and accrued at least 625 paid hours during the past twelve (12) months, are eligible for unpaid leave as set forth below, except that the amount of leave allowed will be computed at one-half (1/2) of the time provided by the FMLA. Eligible employees are entitled up to a total of six (6) twelve (12) weeks of unpaid leave during any twelve (12) month period for the following reasons:

1. Birth of a child;

2. Adoption, or placement for foster care;

3. To care for a spouse, child, or parent of the employee due to a serious health condition;

4. A serious health condition of the employee.

The employee’s seniority rights shall continue as if the employee had not taken leave under this section, and the Employer will maintain health insurance coverage during the period of the leave.

The Employer may will not require the employee to substitute or use any accrued paid or unpaid vacation or other paid leave for part of the six (6) week leave period.

The employee is required to provide the Employer with at least thirty (30) days advance notice before FMLA leave begins if the need for leave is foreseeable. If the leave is not foreseeable, the employee is required to give notice as soon as practicable. The Employer has the right to require medical certification of a need for leave under this Act. In addition, the Employer has the right to require a second (2nd) opinion at the Employer’s expense.

The provisions of this section are in response to the Federal Act and shall not supersede any state or local law which provides for greater employee rights.
ARTICLE 27
DRUG AND ALCOHOL TESTING

Section 1. Controlled Substances Testing

The parties have agreed that the procedures as set forth in this Article shall be the methodology for all testing and will be modified only in the event that further federal legislation or Department of Transportation (DOT) regulations (as set forth in 49 CFR Parts 40 and 382) require revised testing methodologies or requirements during the term of this Agreement. To the extent that a subject is not covered by this Article the appropriate regulation shall control.

Should other categories, modifications or types of testing be required by the government, the parties will meet as expeditiously as possible to develop a mutually agreeable procedure.

The Company will provide transportation to all testing.
ARTICLE 27
DRUG AND ALCOHOL TESTING

Section 3.2 Paid For Time

Testing - Except for drug tests taken in conjunction with a DOT physical, the employee will be paid their regular straight time hourly rate of pay in the following manner:

1. For all time at the collection or testing site.

2. (a) If the collection or testing site is reasonably en route between the employee’s home and the terminal, and the employee is going to or from work, pay for travel time one (1) way between the terminal and the collection site or the collection site to the terminal; or (b) For travel time both ways between the terminal and the collection site, only if the collection site is not reasonably en route between the employee’s home and the employee’s terminal. The Company will allow employee to clock in at the terminal prior to taking a drug test.
ARTICLE 29
MAINTENANCE OF STANDARDS

Section 1.

The Employer agrees, subject to the provisions of this Agreement, that all conditions of employment relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved whenever specific provisions for improvement are made elsewhere in this Agreement. It is agreed that the provisions of the Article shall not apply to inadvertent or bona fide errors made by the Employer or the Union in applying the terms and conditions of this Agreement.

Section 2. Local Standards

The Local Unions within one hundred eighty (180) days following ratification of this Agreement, identify and reduce to writing, and submit to the Employer and appropriate Regional Committee, those local standards and conditions practiced under this Article. Such standards and conditions when submitted in accordance with this Section shall be currently dated.

The appropriate Regional Committee shall, no later than ninety (90) days following ratification, adopt a procedure to consider the disposition of the local standards and conditions submitted including the right to appoint a subcommittee to make recommendations, and resolve disputes concerning the existence and scope of such standards. The Regional Committee shall provide to the parties the opportunity to present their views. The Regional Committee shall have the sole discretion to determine the disposition of the submitted local standards and conditions which determine shall be final and binding.

Any disagreement between the Local Union and the Employer with respect to this matter shall be subject to the grievance procedure. If the parties deadlock on the existence or scope of a local standard, the matter shall be resolved by “baseball style” (i.e. the arbitrator must select from either of the parties’ final submission) arbitration.
ARTICLE 30
MEAL PERIOD

Section 1. Road Driver Meals at Via Points—Meal and Break Periods

The Company may direct a driver to take a meal period at a via point(s). If the driver is on a pre-dispatched tour of duty that terminates at point of origin (turnaround), the meal period [thirty (30) to sixty (60) minutes] may be taken at any time during such tour of duty at the farthest point. Driver will not be required to take a meal period at a via point prior to the end of the third hour since the beginning of their tour of duty. A meal period shall not be compulsory at service centers where there is no accessible eating place.

Section 2. City Driver Meals

Drivers shall be scheduled between thirty (30) minutes and one (1) continuous hour for meals but not more than one (1) hour in each ten (10) hour period. No driver shall be compelled to take a meal period before he has been on duty three (3) hours or after he has been on duty six (6) hours. The scheduled meal period may be varied by mutual agreement.

Meal periods for all drivers shall be limited to thirty (30) minutes up to one (1) hour if requested by the driver and taken at any time during the workday as subject to DOT regulations. The first (1st) thirty (30) minutes shall be paid. Employees will be entitled to a five (5) minute period of time to clean up prior to beginning their lunch and break periods.
ARTICLE 30
MEAL PERIOD

Section 2. Break Periods

The Company will allow two (2) fifteen (15) minute paid breaks for full-time employees (and/or part-timers working more than eight (8) hours per day). The first (1st) break to be taken after the second (2nd) hour of work and the second (2nd) break to be taken between the sixth (6th) and eight (8th) hour of work. Part-time employees who work less than eight (8) hours shall be entitled to one (1) paid fifteen (15) minute break. There will be an additional ten (10) minute paid break at the end of the bid shift, prior to overtime and every two (2) hours thereafter.
ARTICLE 31
LODGING

Motel rooms shall be equipped with blinds or draperies or otherwise suitably darkened during daylight hours.

Motel rooms shall have adequate heating and cooling systems, and, where practical and possible, individual room regulators shall be made available.

All road drivers lodging shall be maintained on the basis of one (1) driver per room.

The Company shall furnish transportation to and from the nearest public transportation, where there is no unreasonable delay, at an away-from-home service center, provided there is no public transportation available in the near vicinity and further provided that this provision shall not apply where the driver is allowed to use the tractor for transportation.

The Employer agrees that all drivers shall receive ten (10) hours of uninterrupted rest. The Employer shall not interrupt the rest period for any reason.

The Employer shall provide for all layover runs, lodging and a seventy-five dollars ($75.00) allowance for meals for each layover. The Employer will arrange for all lodging prior to the driver arriving at a layover location.
ARTICLE 32
RAIN GEAR, GLOVES, AND YARD LIGHTS AND YARDS

All hostler and yard employees shall be provided with heavy duty rain gear. Any service center employee handling hazardous freight shall be provided with rubber gloves suitable for the type of freight being handled. Employees handling toxic material as a first responder shall also be furnished with respirator masks and rubber gloves. No employee shall handle toxic material unless he/she has the proper certification. The Company shall furnish adequate yard lighting at the service center in accordance with the Industrial Code in the area.

The Employer agrees to provide employees with daily work gloves.

The Employer shall provide a yearly stipend of three hundred dollars ($300) for footwear to each employee.
ARTICLE 33
SANITARY CONDITIONS

The Company agrees to maintain clean, sanitary washrooms having hot and cold running water and with toilet facilities, and a clean break/lunchroom area, unless otherwise mutually agreed.

The Company also agrees to maintain sanitary drinking water. An emergency first-aid kit shall be furnished within a reasonable distance of the Company’s dock.
ARTICLE 34
JURISDICTIONAL DISPUTES

Any jurisdictional dispute between the Local Union and any other non-Teamster union shall be resolved in accordance with applicable law. In the event that any dispute should arise between any Teamster Local Union signatory to this Agreement and any other Teamster-affiliated Local Union relating to the jurisdiction over employees or operations covered by this Agreement, the Employer agrees to accept and comply with the decision or settlement of the Unions or Union bodies which have the authority to determine such dispute, and such disputes shall not be submitted to arbitration under this Agreement or to legal or administrative agency proceedings. It will be a violation of this Agreement if any Union or employee engages in a work stoppage or picketing in furtherance of a jurisdictional dispute. *(To be discuss)*

INITIAL PROPOSAL, Jan. 22 - These are initial contract proposals and are subject to change during negotiations. Download the UPS Rising app by searching "UPS Rising" in the App Store or Google Play. You can also follow the campaign at www.upsrising.org on Facebook @TeamUPSrising and on Twitter @UPSrising. Text "UPS" to 86466 to receive text message alerts (Message and data rates may apply).
ARTICLE 35
EMERGENCY REOPENING

In the event of war, declaration of emergency, pandemic, imposition of mandatory economic controls, adoption of national health care, or any congressional or federal agency action which has a significantly adverse effect on the financial structure of the Employer, or adverse impact on the wages, benefits or job security of the employees, during the life of this Agreement, either party may reopen the same upon sixty (60) days’ written notice and request renegotiation of the provisions of this Agreement directly affected by such action. There shall be no limitation of time for such written notice. If no agreement is reached within sixty (60) days from the notice, the issue(s) will be submitted to expedited interest arbitration. The arbitrator shall select the last offer made by either party and shall issue his/her decision within thirty (30) days of the hearing. The parties shall comply with the decision of the Arbitrator and the Company shall not make any changes in the Agreement except those approved by the Arbitrator.

If governmental approval of revisions should become necessary, all parties will cooperate to the utmost to attain such approval. The parties agree that the notice provided herein shall be accepted by all parties as compliance with the notice requirements of applicable law.

In the event a road driver is forced to layover due to an emergency, they will be paid for all hours laid over. If the road drivers are forced to comply with the hours of service rules and do a thirty-four (34) hour reset, all hours during the reset will be paid.
ARTICLE 36
GARNISHMENTS

In the event of notice to the Company of a garnishment or impending garnishment, the Company may take disciplinary action if the employee fails to satisfy such garnishment within a seventy-two (72) hour period (limited to working days) after notice to the employee. However, the Company may not discharge any employee by reason of the fact that his earnings have been subject to garnishment for any one (1) indebtedness. If the Company is notified of three (3) garnishments irrespective of whether satisfied by the employee within the seventy-two (72) hour period, the employee may be subject to discipline, including discharge.
ARTICLE 37
SUSPENSION OR REVOCATION OF LICENSE AND EMPLOYEE’S BAIL

Section 2. Compliance with Company Instructions
If such suspension or revocation comes as a result of his/her complying with the Company’s instruction, which results in a succession of size and weight penalties or because he/she complied with the Company’s instruction to drive Company equipment which is in violation of DOT regulations, the Company shall provide employment to such employee at not less than his/her regular earnings at the time of such suspension for the entire period thereof. This paragraph shall not apply to an employee who knows that the Company equipment is in violation of DOT regulations before he begins his run, but fails to notify the Company in writing of the defective equipment.

Any legal or out of pocket expenses as a result of this shall be reimbursed to the employee for such cost resulting from compliance to Company instructions. The Company will reimburse any monies owed to the employee within two (2) days from employee’s request. Failure to comply shall subject the Company to pay penalty damages in the amount of eight (8) hours pay for each day of delay.

No employee shall be discharged for incarceration of periods less than one hundred eighty (180) days involving events occurring outside the employment relationship (i.e. off hours and/or personal conduct).
ARTICLE 38
UNION AND COMPANY COOPERATION

Section 2. Work Stoppages
All grievances and/or questions of interpretation arising under the provisions of this Agreement shall be submitted to the grievance procedure for determination. Accordingly, no work stoppage, slow-down, walkout or lockout over such grievances and/or questions of interpretation shall be deemed to be permitted.

The Company will accept a doctor’s excuse obtained by the employee due to medical visits with no discipline against the employee.
ARTICLE 40
CHANGE OF OPERATIONS

The parties agree that there must be a procedure to permit timely and efficient Change of Operations in order to meet marketplace demands and changing customer needs. The Employer agrees that service centers and facilities covered by this Agreement shall not be transferred, changed or modified without notification of and discussion with the Local Union in accordance with this Article.

(a) The Employer agrees that prior to any change in its operation that will result in a change of domicile and/or possible layoff of seniority employees, it shall notify the affected Local Union(s) in writing and then meet jointly with them to inform them of the proposed changes and to resolve questions raised in connection with the proposed change. During this joint meeting the Employer and the Union shall reduce to writing all agreed upon issues and both parties shall sign the written document in acknowledgement of such agreement. The parties shall also reduce to writing all unresolved issues, if any, and they shall be referred directly to the appropriate Regional Change of Operations Committee. This meeting shall be completed where practical at least thirty (30) sixty (60) days prior to the proposed change. The change may not be implemented until the thirty (30) sixty (60) days’ notice is provided and the meeting is completed unless the operational change is dictated by emergency conditions. The Union shall not unreasonably delay the scheduling or completion of the requested meeting. Any unresolved issues reflected in Section (c) below, which have been reduced to writing, will be resolved pursuant to that Section.
ARTICLE 43
OTHER MODES OF TRANSPORTATION

The Employer’s right to use other modes of transportation will not result in the lay off of a driver on the payroll as of the date of ratification. Use of ground carriers will be governed by Article 44.
ARTICLE 44
SUBCONTRACTING

(a) For the purpose of preserving work and job opportunities for the employees covered by this Agreement, the Employer agrees that no work or services of the kind, nature or type, and including new operations or buildings, covered by, presently performed, or hereafter assigned to the collective bargaining unit will be subcontracted, transferred, leased, assigned or conveyed in whole or in part to any other plant, person or non-unit employees, or other modes of transportation unless otherwise expressly provided in this Agreement. Furthermore, the employer shall not subcontract or assign any movement of trailers, freight and equipment outside the bargaining unit or to any other carrier, entity or method of transportation (i.e., rail, ship, air, barge etc.) for any purposes. The Employer may not subcontract work in any classification for the purpose of avoiding overtime, or to avoid filling existing, or creating additional bargaining unit positions. The Employer may not subcontract work at a facility in any classification if any employee who normally performs such work at that facility is on layoff or is receiving less than his/her appropriate daily guarantee in his/her classification.

(b) The Employer may subcontract work in order to meet service commitments if it does not possess the facility, equipment or personnel to perform such work. In no event shall this paragraph be used as a basis to subcontract Road Driver work.

(c) The Employer may continue its practice regarding runs that do not have loads returning to the home domicile or its practice (including pay equivalency) concerning the reassignment of Company drivers to cover peak periods. However, if sufficient freight is generated in the future to provide loads returning to the home domicile, the run shall be performed by Road Drivers.

The parties agree these freight loads and/or LTL freight loads assigned to an LHD will be converted to a scheduled run covered by a Road Driver if the two (2) way movements are sufficient to constitute a full time job, occur for at least four (4) consecutive weeks, and can meet all customer and service commitments. Terminals within thirty (30) mile driving distance from each other shall be considered one (1) terminal for the purpose of determining if there is a “two-way” run.

(d) Line Haul Driver

i. In order to create full time bargaining unit jobs, replace outside vendors utilized on one-way runs permitted under paragraph (c) above, and enhance the Company’s ability to compete, the Company may create a new classification of employee named line haul driver (LHD). The attached Addendum shall control how LHD’s are used and their terms of employment. Any run assigned to an LHD pursuant to paragraph (c) above shall be assigned to a Road Driver once the LTL freight volume meets the criteria set forth in that paragraph for determining two-way runs.

ii. If a Road Driver’s job is cut for the day, the Road Driver will have the option, in addition to those set forth in Article 5, Section 2(c), to displace any LHD provided he will be able to meet his next bid start time. If a Road Driver’s job is cancelled more than five (5) days in a calendar month, then the Road Driver shall have the right, in addition to the other rights set forth in Article
5. to take the job of any junior LHD who is domiciled in that facility. In such event, the Road Driver shall maintain his regular rate of pay and benefits. The displacement rights in this paragraph do not in any way diminish the Road Drivers’ seniority rights set forth in Article 5. If a Road Driver displaces a LHD pursuant to this paragraph, the displaced LHD shall be allowed to displace the junior LHD. If the facility is one in which a LHD only terminates his run, the Company will re-domicile the LHD run to that facility if it can do so and still meet customer commitments.

iii. In order to ensure that Road Driver jobs are protected from the implementation of LHD positions, the following rules will apply in those terminals into or out of which a LHD operates:

The Company will guarantee at each such terminal the number of Road Driver positions in existence as of ratification. This number shall not be subject to reduction except for a demonstrated loss of volume, a change of operations pursuant to Article 40 or the equipment on a run being upsized. Any disputes regarding such reduction shall be subject to review and approval by the IBT/UPSF Competition Committee. No Road Driver position will be eliminated as a result of the creation of a LHD position.

1. The Company shall not use a LHD to perform work assigned to a Road Driver or to avoid creating an additional Road Driver position at any terminal where the volume of freight increases sufficiently to require the creation of a full-time job.

2. The Joint UPSF/IBT Competition Committee will review and approve or reject any LHD runs that may be proposed by UPS Freight. A LHD run will not be approved unless it replaces a vendor. In the event the parties do not agree, the LHD run shall not be implemented.

3. The UPSF/IBT Competition Committee will review on a quarterly basis the use of LHDs to ensure they are not being used to perform work that contractually should be performed by Road Drivers. In the event the Committee finds that any LHD runs were created without eliminating subcontracting, those runs shall be bid as Road Driver runs pursuant to Article 5.

(e) As part of this Agreement, the Company will recall all Road Drivers to full employment within their classification or the LHD classification as per the memorandum of understanding, at all facilities where subcontractors are being used no later than ninety (90) days from the ratification of this Agreement. Full employment shall be defined as a Road Driver receiving his/her daily guarantee in his/her classification. The recall shall include Road Drivers laid off to the street as well as those working outside their classification. Once a Road Driver is returned to work all provisions of the contract will apply. The Company will guarantee at each terminal that Road Drivers recalled pursuant to this paragraph shall not be subject to layoff except for a demonstrated loss of volume, a change of operations pursuant to Article 40 or the equipment on a run being upsized. Any disputes regarding such reduction shall be subject to review and approval by the IBT/UPSF Competition Committee. No recalled Road Driver position will be eliminated as a result of the creation of a LHD position.

(f) In addition to the protections set forth above, the Company agrees that it will provide to the Union Chair of the TNUPSFNC a monthly report in writing detailing the number of runs completed and loads pulled by outside vendors sorted based on the origination and destination...
terminals. These monthly reports will also include a system-wide comparison of the total miles run by outside vendors versus the Company’s Road Drivers. Each report will include the described data for the prior calendar month and will be provided within fifteen (15) calendar days of the beginning of the following calendar month.
ARTICLE 45
AIR CONDITIONING

All newly manufactured road tractors regularly assigned to the fleet after the effective date of this Agreement shall be equipped with working air conditioning.
ARTICLE 46
SUPERVISOR WORKING

The Employer agrees that the function of a supervisor is the supervision of employees and not the work of the employees they supervise. The Employer shall maintain a sufficient workforce to staff its operations with bargaining unit employees. Supervisors will not perform bargaining unit work until all reasonable efforts are exhausted to use bargaining unit employees. If it is determined at any step of the grievance procedure that this section has been violated, the senior employee filing the grievance will be paid at double time the employee’s rate of pay for all time worked by the supervisor.

A bargaining unit employee qualified to operate a forklift will be on duty 8a.m. – 8 p.m. Monday through Friday to take freight or give palletized freight to customer(s) at the terminal.
ARTICLE 48
JOINT COMPETITION COMMITTEE

A joint UPSF/IBT Competition Committee shall be created with an equal number of Employer and Union representatives. The Committee shall meet upon written request by either party for the purpose of discussing and evaluating proposals which, if adopted by the Committee, could create additional bargaining unit jobs, enable the Employer to effectively compete with other companies, implement new services and products, or change existing services. Nothing within this provision or Agreement shall require the Employer to offer or maintain any particular service or product. The Joint UPSF/IBT Competition Committee shall meet at a minimum on a quarterly basis and provide a Posted report of the matters discussed.
ARTICLE 49
DURATION

This Agreement shall be in full force and effect from August 1, 2018 to and including July 31, 20__ 18, and shall continue from year to year thereafter, unless written notice of desire to cancel or terminate this Agreement is served by either party upon the other at least sixty (60) days prior to date of expiration. [Dates need correction].

INITIAL PROPOSAL, Jan. 22 - These are initial contract proposals and are subject to change during negotiations. Download the UPS Rising app by searching "UPS Rising" in the App Store or Google Play. You can also follow the campaign at www.upsrising.org on Facebook @TeamUPSrising and on Twitter @UPSrising. Text "UPS" to 86466 to receive text message alerts (Message and data rates may apply).
NEW

All letters of agreement, Memorandums of understanding & Addendum’s shall be integrated into the NMUPSF by article wherever possible.

Addendum to the UPS Freight Agreement Covering Over-the-Road and Local Cartage and Clerical Operations

Addendum to the UPS Freight Agreement Covering Over-the-Road and Local Cartage and Clerical

[UPDATES and CLARIFICATIONS TO BE DISCUSSED].

UPS Freight, hereinafter referred to as the “Employer” or “Company,” and the Teamsters National Negotiating Committee, hereinafter referred to as “TNUPSFNC” or “Union,” representing Teamster Local Unions affiliated with the International Brotherhood of Teamsters, agree the UPS Freight Agreement (“UPSFA”) shall apply to the employees covered by this Addendum as specified below:

1. The following Articles of the UPSFA shall apply to employees covered by this Addendum, except as may be modified in other sections of this Addendum:

   Articles 1, 2, 3, 4, 6, 7, 8, 9, 11, 12, 14, 15, 16, 17, 19, 20, 21, 22, 24, 25, 27, 28, 29, 32, 33, 34, 35, 36, 38, 39, 40, 42, 46, 48 and 49.

2. The following sections of Articles of the UPSFA shall apply to employees covered by this Addendum: Article 5, Sections 1(a), (b), (c), (f), and 3 and 5; Article 10, Section 1; Article 13(a), (c), (d), (e), (f) and (g); Article 18, Section 3; Article 23, Sections 1(b) and (d), 2 and 3; Article 30, Section 3; and Article 37, Section 3.

3. The following Articles or portions of Articles shall not be applicable to employees covered by this Addendum: Article 5, Sections 1(d), (e) and (g); Article 10, Section 2; Article 13(b); Article 18, Sections 1, 2, and 4; Article 23, Section 1(a) and (c); Article 26; Article 30, Sections 1 and 2; Article 31; Article 37, Sections 1 and 2; Article 41, Article 43, Article 44, Article 45 and Article 47. Substitutions, if necessary, for these Articles or Sections are set forth below.

4. Article 1, Section 1 shall be modified to add a second paragraph that reads:

   “This Agreement shall also cover, where already recognized, those employees who are employed as a manifest clerk, OS&D clerk, dispatch clerk, appointment clerk, outbound clerk, inbound clerk, or billing clerk. A list of locations at which covered employees have been recognized is Attachment A to the Clerical Addendum.”

5. Article 1, Section 2 shall be modified to add a second paragraph that reads:
The execution of this Agreement on the part of the Employer shall also cover all employees described in the second paragraph of Article 1, Section 1 in the bargaining unit at any existing terminal at which the TNUPSFNC has been certified or designated to act as the collective bargaining representative. The following locals have been designated by the TNUPSFNC to represent covered employees and, as such, are parties to this Addendum: 25, 41, 63, 89, 107, 120, 135, 251, 299, 385, 431, 492, 523, 577, 612, 657, 667, 677, 707, 710, 728, 745, 891, and…

6. As a substitution for those Article 5 provisions which the parties agree will not apply to the employees covered by this Addendum, the following will apply:

Section 1. (d) For employees covered by this Addendum there shall be two (2) seniority lists, one (1) for full-time clerks and one (1) for casual clerks.

Section 1.(g) In developing the initial Clerks’ seniority list referenced above, the Company shall use the employee’s Company seniority date unless a particular employee transferred into his/her current service center from another service center. In such event, the employee’s transfer date to the current service center shall be used to develop the seniority lists.

Section 2. When it becomes necessary to reduce the working force the last employee hired on the casual seniority list shall be laid off first. If a clerk job is eliminated, the affected employee may bump the most junior employee within the classification provided the bumping employee is qualified to do the job. If a full-time clerk displaces a casual clerk, he/she shall be governed by the four (4) six (6) hour guarantee. The bumping employee goes to the bottom of the classification seniority list. If the employee exercises the right to bump and receives a recall notice, the employee must return to the position from which he/she was laid off. Company benefits will be provided in accordance with the terms of the applicable SPD.

Section 4. (a) Starting times by classification will be posted for bid on the Union bulletin board on a semi-annual basis. The bids will contain a description of the clerical jobs that are posted. Bids shall remain posted for fourteen (14) calendar days. The most senior employee bidding on the job shall be awarded the job.

Section 4. (b) Available new or vacated bargaining unit jobs will be posted within seven (7) calendar days. The bid will remain posted for fourteen (14) calendar days on the Union bulletin board. Such postings shall include the start time and a description of the job. The most senior full-time employee bidding on the job shall be awarded the job, provided he or she is qualified. The resulting vacancy, or the initial vacancy, if no full-time employee is awarded it, shall be available for bid by part-time clerical employees, if any, in that service center. If there are no part-time clerical employees in the service center, the Company shall have the right to fill the resulting vacancy, or the initial vacancy if it is not awarded, by a new hire. If a part-time employee is awarded the full-time vacancy, the Company shall have the right to fill it with a new hire.

If an employee is going to be off work for more than forty-five (45) days, the job will go up for bid, provided however, when the employee returns he/she shall return to his/her original bid job. Any bidder must be available and qualified to perform the work.
Article 5, Section 4 (a) and (b) UPSFA language will apply.

7. As a substitution for those Article 18 provisions which the parties agree will not apply to employees covered by this Addendum, the following will apply:

Section 2. Casual and full-time employees’ schedules will be posted by Friday of the preceding workweek if there is any change. If there is no change, the schedules need not be posted. An employee’s start time can be altered by this posting by up to two (2) hours of its normal time. The Company may also alter the start time on a daily basis by more than two (2) hours, provided the employee is notified prior to reporting to work. All employees shall be scheduled for five (5) consecutive workdays, either Monday through Friday or Tuesday through Saturday. Full-time employees shall be guaranteed eight (8) hours pay per day when put to work and the standard workweek shall be forty (40) hours per week. Casual employees shall be guaranteed four (4) six (6) hours per day on any day he/she is scheduled and reports to work. The Company will give a two (2) hour notification if canceling a casual.

One-and-one-half (1 1/2) times the regular hourly rate shall be paid for all work performed on the seventh (7th) consecutive day of work, except where the seventh (7th) day of work falls on Sunday, in which case double time shall be paid.
Memorandum of Understanding

UPS Freight agrees that it will notify the TNUPSFNC in the event it intends to increase in any significant way the number(s) of runs that include a lay over in excess of fourteen (14) four (4) hours. If such notice is provided, the Employer, upon request, will meet with the TNUPSFNC to determine the terms on which the layovers on these runs will be implemented.
Letter of Understanding

The parties agree that Article 8, Section 1 (Picket Lines) shall not apply to secondary (as opposed to primary) picketing activities or to informational leafleting or any other picketing not intended to prevent UPS employees from performing their assignments, whether such activities occur at the Company’s locations, en route, or at the locations of its customers. In the event the Company knows that it is dispatching employees to a customer at which picketing is occurring, or dispatching employees on routes on which employees will encounter such activities, it shall notify the Union prior to dispatch, if possible.

Article 8, Section 1 also shall not apply to activities against the Company by its employees which are in violation of this Agreement, or which have not been initiated or authorized by the Union.
Memorandum of Understanding

7. Extra work that is offered in seniority order on non-scheduled work days does not have an 8-hour guarantee for any 90% employee. The employee may choose to either (1) get paid actual hours worked for the day, or (2) ask for four (4) hours of work. If the employee asks for at least four (4) hours of work, then the Company shall provide at least four (4) hours provided that (a) the work is available, and (b) the employee is qualified to perform the work. **Extra work that is offered shall be guaranteed eight (8) hours when put to work.**

8. The Company shall continue its practice of 2-hour show up pay; however, the parties agree the employee shall first be afforded his or her right under Article 5 to displace less senior employees provided work is available. If no work is available and the employee was not informed of the run being cut (or other lack of work) until he or she arrived at the service center, then the 2-hour show up pay shall apply.
Letter of Agreement

UPS Freight ("UPS" or "Company") and Teamsters National UPS Freight Negotiating Committee ("Union") agree to the following:

[Dates and amounts to be updated by parties]

All full and casual clerical employees who received either of the general wage increases provided by the Addendum dated May 24, 2012, but as of April 25, 2013, were still below the rates provided in the new hire progression based upon his/her years of service, shall receive an increase of One Dollar and Forty-Three Cents ($1.43) in two equal installments. The first increase of Seventy-One and One-Half Cents ($0.715) shall be on August 1, 2013. The second equal increase shall be on August 1, 2014. This is in addition to the general wage increases.

Clerical employees will be afforded the opportunity to cover absent positions due to call offs before any supervisor fills that position. All covered opportunities will be offered on a volunteer basis only.
Memorandum of Understanding

UPS Freight ("Employer") and the Teamsters National UPS Freight Negotiating Committee ("Union") agree to the following Memorandum of Understanding (MOU):

Article 44, paragraph (e) shall not apply to any Road Driver who is not working because he declined to follow his work after an approved change of operations. In addition, any driver who declines a recall opportunity pursuant to Article 44 paragraph (e) shall no longer be considered laid-off in relation to Article 44. Any driver who accepts a LHD position shall maintain their full pay and benefits as outlined in the CBA and all Memorandum of Understandings applicable to road drivers. This shall include but not be limited to Articles 5, 18, 25 and 26.
Memorandum of Understanding

The thirty (30) mile distance referenced in Article 44 shall include but not be limited to the following pairs of terminals:

FRM—BAY  
HOU—HST  
SAN—SDG  
LOS—LAX  
SCM—SAC  
PRT—POR  
ON—RIA  
SAT—SEA  
LAX—OCY  
PEN—PHL  
OCY—LOS  
SOH—CGO  
GAR—DAL  
RFL—CLD  
CRT—MOO  
YOR—HRS  
FWR—DAL  
PAL—CGO
Line Haul Driver Addendum

The following rules shall apply to Line Haul Drivers (LHDs):

(a) All Articles of the UPS Freight Agreement ("UPSFA") shall apply to LHDs, except Articles 5, 18, 25, 26, 41, 43, 44 and 47. Further, Article 21, Section 3 and Article 27, Section 3.3 shall apply to LHDs provided the employee has the seniority and is qualified to perform the available inside work.

(b) With regard to seniority, Article 5, Section 1(a), (b) and (c) and Section 5 shall apply. LHDs shall have their own seniority list for layoff, recall and bumping rights. The notification procedure set forth in Article 5, Section 3 shall apply. LHDs shall not be subject to being bumped by employees in other job classifications, except as provided in Article 44 (d). LHDs may bump casuals only, provided the employee has the company seniority and necessary qualifications.

(c) The following work rules shall apply to LHDs:

LHDs work week may be any combination of days in a work week.

(ii) LHDs may have different start times within the work week.

(iii) A LHD may be required to start his day at different times and facilities within the work week depending on the origin of his load.

(iv) Runs shall be as assigned by the Company. However, if a particular workweek has consistent work days and start times it shall be subject to bid.

(d) Available new or vacated LHD jobs will be posted within seven (7) calendar days. The job opening will remain posted for seven (7) calendar days. The most senior casual employee bidding on the job shall be awarded the job, provided he or she is qualified. If there is no qualified casual employee to fill the job, the Company may hire a new employee. If a current casual employee is awarded the job, the Company shall have the right to fill that vacancy with a new hire.

An employee in the LHD classification may bid on a job in the local cartage or road classification pursuant to Article 5. Full-time employees at the service center shall have priority over casuals and LHDs. If no full-time employee at the service center bids on the job, the seniority date used to determine bidding priority among casuals and LHDs at the service center shall be their date of hire. If awarded such a bid, the LHD will be slotted into the progression for that job according to his/her seniority and immediately begin receiving the appropriate benefits for the job.

(e) LHDs shall be entitled to the following benefits:
(i) Medical Benefits: LHDs will be provided medical benefits through Central States. Plan B shall be the schedule of benefits. However, casual employees that are awarded a LHD position shall maintain their current benefits.

(ii) 401(k) Plan: The LHD shall be eligible to participate in the Teamster UPS National 401(k) Tax Deferred Savings Plan in accordance with the terms of that Plan. The Employer shall withhold from the employee’s earnings, amounts mutually agreed between the Employer and the employee and deposit such monies into a 401(k) account in the employee’s name in compliance with the Internal Revenue Code and ERISA.

(iii) Holidays: LHDs shall become eligible for holiday pay after one (1) year of employment. All work performed by an LHD on a holiday shall be at a straight time rate.

(iv) Vacations: Article 25, Section 5 shall apply to LHD, except the maximum number of paid vacation days shall be ten (10). A casual employee awarded a LHD position shall be given the appropriate credit for vacation accrual.

(v) Retirement: New employees hired as LHDs shall become Participants in the UPS Pension Plan on the earliest January 1 or July 1 following the attainment of age 21 and the completion of not less than 750 Hours of Service with the Company in the twelve month period following his date of employment. All time in service as a LHD by any new employee shall count toward the vesting requirements in the UPS Pension Plan. After becoming a Participant, LHDs will earn a monthly accrued benefit payable at normal retirement age equal to fifty dollars ($50.00) per year times the years of UPS Freight Benefit Service. In years in which an employee has less than fifteen hundred (1500) hours, LHDs shall earn one month of UPS Freight Benefit Service for each 125 hours of work completed and thereby earning a prorated share of the annual fifty dollar ($50.00) accrual rate. There shall be no limit on the number of years of UPS Freight Benefit Service which may be accrued. Casual employees that are awarded LHD positions shall maintain their current benefits.

(vi) Other Benefits: UPS Freight may decide, whether other existing benefits programs such as but not limited to safety bonuses, discounted stock purchase plans, and educational assistance may be extended, modified or discontinued for this job classification at the Employer’s discretion.

(f) Wages: LHDs shall be paid in accordance with the following:

<table>
<thead>
<tr>
<th></th>
<th>Start</th>
<th>Three Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single</td>
<td>$0.42</td>
<td>$0.44</td>
</tr>
<tr>
<td>Sleeper (per driver)</td>
<td>$0.2129</td>
<td>$0.2209</td>
</tr>
<tr>
<td>Triple</td>
<td>$0.4257</td>
<td>$0.4474</td>
</tr>
<tr>
<td>Sleeper Triple (per driver)</td>
<td>$0.2187</td>
<td>$0.2245</td>
</tr>
</tbody>
</table>

The compensation LHDs receive as a result of the application of the mileage rate to miles driven shall be the total compensation to which he is entitled for his road driving and all incidental duties (including, but not limited to, any rest breaks to which the employee may be entitled, pre-trip inspections, in route breaks, in route tire checks, logging, post trip inspection, vehicle condition report, traffic delays, AVR arrival/dispatches, reporting of breakdown, reporting of...
accidents, tractor wash, check bay time, reefer checks, drops & hooks, fueling and pre-trip shop time). Except as otherwise specified in this Agreement, time spent waiting for dispatch in excess of one (1) hour at a non-domiciled location, unless the run is a layover or doing any work not incidental to driving shall receive fifteen dollars ($15.00) per hour.

(g) The Joint IBT/UPSF Competition Committee shall have the authority to review LHD runs that may be proposed by UPS Freight to create a two-way run. UPSF and the Union also agree to review and approve proposed runs that may be inclusive of runs currently being performed by vendors. In the event the parties do not agree, the runs shall not be implemented.

NEW

**Driverless Trucks, drones, robots and other driverless technology shall be prohibited.**

**Excessive Overtime:** Any employee wishing to be relieved of overtime shall sign-up once a year, effective January 1st of each year. Once on the list, the Company shall assign no more than eight and one-half (8 1/2) hours per day. No employees will be discipline for refusal to work past the eight and one-half (8 1/2) hours per day.

**Economics – To be discussed**
**The Union reserves the right to make any additions, deletions or modifications to these proposals until such time as an Agreement is consummated. In addition, any tentative agreements reached between the parties are contingent upon ratification by the m