

**Joint Council No. 37**  
**Package Rider**  
to the  
**NATIONAL MASTER**  
**UNITED PARCEL SERVICE**  
**AGREEMENT**

**For The Period August 1, 2013**  
**through July 31, 2018**

**TEAMSTERS  
JOINT COUNCIL NO. 37  
PACKAGE RIDER**

**to the**

**NATIONAL MASTER  
UNITED PARCEL SERVICE, INC.  
AGREEMENT**

**This Joint Council No. 37 Rider includes  
the following Local Unions: 58, 162, 206,  
324, 670, 962, and Local 483 Boise, Idaho**

**For the period of  
August 1, 2013 to July 31, 2018**

**PREAMBLE**

Where used in this Rider, words in the masculine also shall be used and construed as in the feminine in all cases where such construction would so apply.

**ARTICLE 1  
PACKAGE DRIVERS**

**SECTION 1 - WORK DAY-WORK WEEK**

See Article 20, Section 2 of the Western Supplement.

**SECTION 2 - SHOW-UP PAY**

Any employee with seniority standing shall receive a full day's pay if put to work, or if not put to work after reporting shall be allowed one-half (1/2) day's pay, unless notified the previous day that there would be no work.

### **SECTION 3 - ON CALL DRIVERS**

(A) In centers dispatching twenty (20) or fewer drivers, the least senior driver dispatched shall be guaranteed four (4) hours pay. In centers dispatching more than twenty (20) drivers, the two least senior drivers dispatched shall be guaranteed four (4) hours pay. Such drivers who are placed on call shall be given a start time by 12:00 noon for that day. If no start time is given by 12:00 noon then the employee is released for the day after having contacted the center. This language shall not apply to employees who have attained seniority prior to July 31, 1993. Any other driver placed on call shall be given a start time within two hours of the center's average start time, otherwise he shall be released for the day after having contacted the center.

(B) The above shall apply to each building except where the Company and the Local Union have agreed to multiple centers within a building. Should the Company's operational needs indicate the need to establish multiple centers within a building where they have not been established, the Company will meet with the Local Union and the negotiating committee and review such change. The Company and Union will mutually agree on seniority application before such changes occur.

### **SECTION 4 - FULL-TIME EMPLOYEE LUNCH AND COFFEE BREAK**

Full-time employees shall receive a one (1) hour unpaid lunch period and shall schedule and complete said lunch hour between the fourth (4th) and sixth (6th) hour of work. The Company may require or permit a full-time employee to take a one-half (1/2) hour lunch period, providing the operational needs of the Company are met. Management shall not arbitrarily require employees to take a lunch period which would conflict with the provisions of this article. One fifteen (15) minute coffee break shall be permitted each full-time employee and shall be taken during the first half of the shift. An additional ten (10) minute break shall be permitted each full-time employee and shall be taken during the second half of the shift. Each full-time employee in the jurisdictional area of Local No. 483 shall be permitted a twenty (20) minute break to be taken during the first or second half of the shift.

## **SECTION 5 - OVERTIME**

(A) The Union and its individual members agree that they will work overtime as needed.

(B) All overtime shall be paid for at the rate of time and one-half (1 1/2) after the eighth (8th) hour worked in one day.

(C) All work performed on Holidays will be paid at the rate of time and one-half (1 1/2). Any time worked on the designated days off outside the normal work week shall be paid for at the rate of time and one-half (1 1/2). There will be a minimum of eight (8) hours or ten (10) hours pay depending upon the guarantee of the job selected.

## **SECTION 6 - CALL BACKS**

Any full-time employee required to report back to work after more than one (1) hour intermission after completion of his day's work shall be paid time and one-half (1 1/2) for all time worked, with a guarantee of four (4) hours pay per call back.

## **SECTION 7 - PACKAGE CAR VACANCIES**

See Article 6, Section 2 and 3 of the Western Supplement.

## **SECTION 8 - TRAINING AREAS**

See Article 8 of the Western Supplement.

## **SECTION 9 - LAY-OFF**

(A) Package drivers hired after July 31, 1997 shall be subject to layoff with-in the Center in which they work up to a maximum of five (5) consecutive working days. After having been laid off for five (5) consecutive working days in any calendar year, the employee shall be able to exercise his building seniority rights for the remainder of that calendar year.

(B) After a seniority package driver has been laid off at least ten (10) days within the calendar year, and unable to driver in another center, he may elect to displace the least senior part-time employee(s) in the building in which he has seniority. If the employee

elects to perform part-time work, he may choose to displace one (1) or two (2) part-time employees, if available. In any case, the employees must be qualified to perform the work, have more Company seniority than the displaced employee(s), and if it is a temporary layoff (less than 5 working days), be available for his next regularly scheduled shift. Any laid off driver choosing to perform part-time work shall receive the part-time daily guarantee and be paid the appropriate part-time wage rate in accordance with his company seniority.

## **ARTICLE 2 BACK-UP FEEDER DRIVERS**

### **SECTION 1 - PACKAGE DRIVER TO BACK-UP FEEDER**

(A) There shall be established a list of drivers who have qualified and been certified to perform feeder work in a back-up capacity. This list shall be maintained in numerical order as of the date that the driver qualifies and is certified for the feeder work. Drivers who qualify for feeder school, but whose certification is temporarily delayed due to unusual circumstances shall not have their rightful seniority position on the back up list negatively affected by such delay.

(B) As bid feeder runs are filled from the back-up positions, bidding will be in seniority order from the back-up list. A back-up feeder driver shall attain feeder seniority on the date he successfully bids or is assigned a permanent run. Any open runs that are not bid will be filled in reverse seniority order from the back-up list.

(C) Once certified, a driver may not remove his name from the back-up feeder list for a period of three (3) years. A driver removing his name from the back-up list must provide written notification to the Company at least ninety (90) days prior to the effective date of removal.

(D) Back-up feeder drivers shall select their vacations and holidays in numerical order as of the date they were placed on the back-up

feeder list. A vacation list shall be posted for the back-up drivers as covered under Article 14 Section 7. In centers outside of Portland, the back-up driver shall select his vacation and holidays off the regular feeder driver vacation or holiday list, using the date he was placed on the back up feeder list as his seniority date. It is understood that no back up feeder driver in a center outside of Portland will be permitted to schedule time off when a regular feeder driver is scheduled off.

(E) Package car drivers moving into a back-up feeder driver capacity have the right to retain their bid delivery area when working in a package center and have the right to bid open delivery areas in accordance with Article 6, Section 2, Package Car Vacancies, of the Western Supplement.

(F) Delivery areas vacated by package drivers who move to backup feeder positions shall be bid in accordance with Article 6, Section 2, Package Car Vacancies, of the Western Supplement with a notation on the bid of the right of the back-up driver to return to the delivery area when he works in the package center.

(G) Package drivers who successfully complete the feeder training school and become back-up feeder drivers shall be paid for the non-productive time spent in feeder school. Payment shall be made no later than the pay period following successful completion of feeder school.

(H) The Company has the right to utilize hourly feeder drivers for the purpose of training back up feeder drivers on productive work. These hourly feeder trainers shall be selected by the Company and agreed to by the selected feeder driver. Feeder drivers who are selected shall train the back up drivers under the provisions of Article 6 of the NMA. Seniority feeder drivers will continue to be certified on triples using the current practice.

## **ARTICLE 3 FEEDER DRIVERS**

### **SECTION 1 - WORKDAY - WORKWEEK**

See Article 20, Section 1 of the Western Supplement.

## **SECTION 2 - FEEDER SHOW UP PAY**

(A) Any employee with seniority standing shall receive a full day's pay if put to work, or if not put to work after reporting shall be allowed one-half (1/2) day's pay, unless notified the previous day that there would be no work.

(B) Feeder drivers dispatched away from their home domicile shall be compensated at their regular hourly rate for all time spent driving to the temporary assignment as well as paid mileage for all miles in excess of their regular commute.

## **SECTION 3 - FEEDER PICKUPS ON SATURDAY, SUNDAY OR HOLIDAYS**

It is understood that it may be necessary to make feeder pickups on Saturday, Sunday or holidays. Drivers selecting such work will be paid at time and one-half (1 1/2) for all hours worked and be guaranteed a minimum of four (4) hours.

## **SECTION 4 - FEEDER DRIVERS RELIEVED FROM DUTY**

Feeder drivers must have at least ten (10) hours off duty at the home center at the driver's option.

## **SECTION 5 - FULL-TIME EMPLOYEE LUNCH AND COFFEE BREAK**

Full-time employees shall receive a one (1) hour unpaid lunch period and shall schedule and complete said lunch hour between the fourth (4th) and sixth (6th) hour of work. The Company may require or permit a full-time employee to take a one-half (1/2) hour lunch period, providing the operational needs of the Company are met. Management shall not arbitrarily require employees to take a lunch period which would conflict with the provisions of this article. One fifteen (15) minute break shall be permitted each full-time employee and shall be taken during the first half of the shift. An additional ten (10) minute break shall be permitted and shall be taken during the second half of the shift. Each full-time employee in the jurisdictional area of Local No. 483 shall be permitted a 20 minute

break to be taken during the first or second half of the shift.

## **SECTION 6 - OVERTIME**

(A) The Union and its individual members agree that they will work overtime as needed.

(B) All overtime shall be paid for at the rate of time and one-half (1 1/2) after the eighth (8th) hour worked in one day.

(C) All work performed on Holidays will be paid at the rate of time and one-half (1 1/2). Any time worked on the designated days off outside the normal work week shall be paid for at the rate of time and one-half (1 1/2). There will be a minimum of eight (8) hours pay for full time employees or ten (10) hours pay depending upon the guarantee of the job selected.

## **SECTION 7 - CALL BACKS**

Any full-time employee required to report back to work after more than one (1) hour intermission after completion of his day's work shall be paid time and one-half (1 1/2) for all time worked, with a guarantee of four (4) hours pay per call back.

## **SECTION 8 - CASUAL FEEDER DRIVERS**

Casual feeder drivers shall be used in accordance with Article 6, Section 1, of the Western Supplement during peak season. Casuals may also be used at other times of the year as mutually agreed between the Company and Local Union. It is further agreed that such drivers will be paid at the rate of \$14.465 for the life of the current agreement.

## **SECTION 9 - FEEDER BIDDING/DISPLACED FEEDER DRIVERS**

(A) See Article 6, Section 1 of the Western Supplement.

(B) Any feeder driver displaced by a senior driver due to the elimination of a feeder run, will be allowed to displace the least senior package driver in the building the driver was displaced from, if qualified to do the work.



## **SECTION 10 - FEEDER SENIORITY DATE**

The feeder driver seniority date shall be the date that a back-up feeder driver successfully bids or is assigned a permanent run.

## **SECTION 11 - DELAYED STARTING TIME**

See Article 21 of the Western Supplement.

# **ARTICLE 4 MECHANICS**

## **SECTION 1 - APPRENTICE**

It is agreed that there shall be not over one (1) apprentice to each shop employing four (4) Journeymen or less, and one (1) additional apprentice for each four (4) additional Journeymen employed.

## **SECTION 2 - WORKING FOREMAN**

Any employee required to direct the work of others, apprentice excepted, shall be a lead-person paid not less than five (5%) percent above Journeyman scale. Working foremen shall be a Journeyman mechanic, paid not less than ten (10%) percent above the Journeyman scale.

## **SECTION 3 - CALL BACKS**

Any full-time mechanic required to report back to work after more than one (1) hour intermission after completion of his day's work shall be paid time and one-half (1 1/2) for all time worked, with a guarantee of three (3) hours pay per call back. The mechanic will be released as soon as he has completed the emergency work they were called to perform.

## **SECTION 4 - SPECIAL TOOLS**

All special and heavy-duty tools such as torque wrenches, test equipment, hydraulic equipment, spray equipment, or pneumatic tools required by the Employer shall be furnished by the Employer. Each employee covered by this agreement shall be required to furnish a normal complement of hand tools, but this does not include

expendable tools such as taps, drills, dies, hacksaw blades, cutting chisels, files and easy-outs.

## **SECTION 5 - TOOL INSURANCE**

(A) The Employer shall reimburse the employee for the loss of required hand tools and/or toolboxes due to fire, theft, or catastrophe on the Employer's premises, or while in the service of the Employer, provided that such loss is not caused by the employee's negligence. Claims will be honored only for tools and/or toolboxes which have been listed on an appropriate inventory form filed with the Employer. The employee shall notify the Employer whenever employee removes his tools and/or toolboxes from the Employer's premises.

(B) The employer shall replace or repair any broken or damaged tools that are not covered under a manufacturers warranty. The tools must have been listed on an appropriate inventory form filed with the employer and the tools must be used exclusively at United Parcel Service.

## **SECTION 6 - SHOW UP PAY**

Any employee with seniority standing shall receive a full day's pay if put to work, or if not put to work after reporting shall be allowed one half (1/2) day's pay, unless notified the previous day that there would be no work.

## **SECTION 7 - SHIFT CHANGE REQUESTS AND NEW OPENINGS**

Mechanics shall be allowed to express in writing their preference of shifts, new positions and openings in various shifts within the same facility. These openings shall be filled from that preference list in seniority order prior to hiring off the street, provided the employee is qualified to perform the work.

# **ARTICLE 5 FULL-TIME INSIDE EMPLOYEES**

## **SECTION 1 - WORK DAY WORK WEEK**

(A) The regular scheduled work day, except as provided in subsec-

tion (B) below, shall consist of eight (8) consecutive hours, with an established start time, excluding a non paid meal period. The regular scheduled work week, other than as provided in subsection (B) below, shall consist of five (5) consecutive days Monday through Friday or Tuesday through Saturday; provided however, when operating needs must be met through the establishment of regular Sunday sort, the Employer may establish a Sunday through Thursday work week.

(B) The start time for a regular scheduled Monday work day may be established between the hours of 9:00 p.m. (2100 hours) and 12:00 midnight (00 hours) on the preceding Sunday without the payment of premium pay or overtime rates of pay.

## **SECTION 2 - JOB BIDDING**

(A) Any newly created or open full time inside job shall be offered in seniority order first to all eligible full time inside employees. The bidding procedure for vacated full-time inside jobs shall be limited to **four (4)** moves as follows: when a full-time inside job is vacated, the first **three (3)** openings shall be offered to the senior full-time inside employee who signs the bid for that job and complies with section 2(D) below. The final opening shall be filled from the parttime to full-time inside job list. Any full-time driver may sign this list at any time and will be placed on the list using his classification seniority date. The wage rate for any full-time driver moving to a full-time inside job shall be at the appropriate full-time inside rate of pay and their seniority date shall be in accordance with Article 6 Section 1(B) of the JC 37 Package Rider. For the purpose of this Article, full time inside jobs shall include all full time clerks, car washers, air drivers and combination job employees.

(B) Employees in the Metropolitan area of Portland, Eugene/Springfield, Medford/Grants Pass, and Boise/Nampa shall be allowed to sign up for full time inside jobs in all the facilities within the jurisdiction of the Local Union.

(C) Bid jobs may be established that consist of four (4), ten (10) hour days. Overtime will be paid after ten (10) hours in any one day. Bid jobs may be established that consist of four (4), nine (9)

hour days and one (1), four (4) hour day. The single four (4) hour day may be scheduled at either the beginning or the end of the bid workweek. Overtime will be paid after nine (9) hours on any scheduled nine (9) hour day and after four (4) hours on any scheduled four (4) hour day. All bid workweeks will consist of consecutive workdays.

The following provisions shall apply to any full-time inside employee who selects a workday, workweek described above:

Contractual Holidays (Christmas Day, Fourth of July, etc.) will be paid at the employee's daily guarantee unless the holiday falls outside the employee's scheduled workweek in which case the employee will be compensated for eight (8) hours.

Contractual Holidays that fall on Monday Any such full-time inside employee shall not suffer a reduction in his workweek when a Monday holiday causes a temporary reduction in work. For example, a full-time inside employee with a Monday thru Friday workweek shall be paid nine (9) hours for the Monday holiday and shall work four (4) hours on Tuesday.

Sick Leave will be paid out of an employee's sick bank in hourly increments to provide for the employee's daily guarantee for that day(s).

Optional Holidays will be paid at eight (8) hours straight time compensation regardless of the day taken or whether it is a scheduled nine (9) hour day or four (4) hour day.

Holidays during Vacation all holidays that fall during a scheduled week of vacation shall be paid eight (8) hours at the employees straight time rate.

All other contractual provisions shall apply to any full-time inside employee who selects a workday workweek described above.

(D) Employees selecting an open or existing full-time, inside job, shall be obligated to remain on that selection for a period of six (6)

months before selecting another existing open full-time, inside job. Newly created full-time, inside jobs shall be open to selection to any full-time, inside employee.

(E) Jobs will be offered with description of the workday, workweek, daily start time, **domicile**, and a description of the type of work involved. A designation of "Package Handler" may be used for a portion of a combination job description with the understanding that when an employee selects such a job, his previous job skills shall be given consideration in filling that portion of the bid. **All full-time inside employees shall have the right to place their name on the list of employees waiting to be moved to a preferred job within their current bid description. Such preferred jobs shall include, but not be limited to: preload, sorter, clerical, irregular train, designated responder, carwasher, loader and unloader. Employees do not have the right to select any specific unit, load or workstation unless a prior past practice has been established. Open preferred jobs shall be offered from the established lists to full-time and part-time employees by Company seniority. There shall be no bumping and seniority shall prevail. The combination employee's preferred work selection shall not adversely affect the operation of the Employer.**

(F) All full time inside employees shall be eligible to sign the part time to full time driving list under the provisions of Article 1 Section 5 (a) of the Sort Rider using their Company seniority date for placement on that list. Such employees are not bound by the time limitations of (D) of this section.

**(G) Full-time inside employee(s) in the classification for at least twenty four (24) months shall be afforded the opportunity to be returned to part-time status. Any such employee must request the status change in writing to both the Company and the Local Union. Requests will not be granted in the months of October, November and December. The request shall be granted as soon as operationally feasible or prior to the Company hiring off the street. Employees returning to part-time status under this provision shall be end-tailed onto the requested part-time list within their building at the appropriate part-time rate of pay (in accordance with Company seniority). They shall receive the appropriate part-time health and welfare and pension benefits. It is the full-time employee's responsibility to verify all contractual provisions and benefits that apply to part-time employees prior to accepting a part-time position. Employees returning to part-time status under this provision will not be permitted to place their name on**

**the part-time to full-time inside sign-up list for thirty six (36) months from the date of return to part-time status. No part-time employee shall be displaced as a result of this provision.**

### **SECTION 3 - OVERTIME**

(A) Full time inside employees shall be offered overtime work on his shift using his Company seniority date.

(B) Full time inside employees will not be eligible for extra driving work, double shifts or extra weekend or holiday work, until all part time employees have been offered the work. If full time employees are called from the extra work sign up sheet after exhausting all part time employees, then the part time contractual guarantee shall apply.

### **SECTION 4 - REDUCTION OF WORK**

(A) Any full-time, inside employee whose workday is permanently reduced to less than eight (8) hours shall have the following options:

1. Bump the least senior full time, inside employee who is working within the same facility.
2. Keep the reduced job assignment and dovetail back onto the part-time Seniority list at the appropriate part-time wage rate and contract provisions.
3. Dovetail back into his original part-time list at the appropriate part-time wage rate and contract provisions.

All Sort Rider provisions shall apply to any employee selecting #2 or #3 above except for Health and Welfare coverage which shall continue under the Package Rider provisions up to sixty (60) days.

Any employee choosing options 2 or 3 and who subsequently passes twice on an open or newly created full time job, shall lose their seniority position on the full time inside job seniority list and shall not be eligible to sign up for future full time inside jobs for a period of one (1) year.

Any employee, so affected, shall also have the right to select the next open or newly created job in accordance with Section 2(d) of this Article. Any employee whose original job is reestablished to a full eight (8) hour assignment within sixty (60) days and who has not selected

another full time inside job shall be reassigned to his original job.

(B) Any full-time, inside employee, whose workday is temporarily reduced to less than an eight (8) hour day shall receive proper notification and shall have the following options:

1. Decline the work and have the day off. Any employee who is forced into work on a partial day shall receive his full time daily guarantee.
2. Accept the partial day work under the full time contract provisions with a three and one half (3 1/2) hour guarantee.
3. Accept any part time job at their existing facility which the employee has the seniority and qualifications to perform at the appropriate part time wage rate and contract provisions.

(C) Any full-time, inside employee, whose workweek is reduced to less than forty (40) hours for a thirty (30) calendar day period, shall be subject to the provisions of (A) above.

## **ARTICLE 6 SENIORITY**

### **SECTION 1 - SENIORITY LISTS**

(A) In each building there shall be separate seniority lists for each full-time contractual classification.

(B) When an employee moves from one seniority list to another separate seniority list, then his seniority date for layoff, rehire, and bidding, if appropriate on the list to which he transferred, shall be the date that he transferred to the new position. All other benefits to apply as per Company seniority or as noted in the Sort Rider.

(C) In buildings with multiple centers, the Company shall have the right to balance the staffing between the centers. The permanent movement of drivers will be offered first to the list of unassigned drivers in seniority order in the overstaffed center(s) and then will be forced from the bottom of the same unassigned driver list(s).

## **SECTION 2 - WORK ASSIGNMENTS**

In the case of an emergency, package car and tractor-trailer drivers may perform minor repairs or change tires in order to keep the equipment moving.

## **SECTION 3 - BIDDING**

Package drivers hired after July 31, 1997 shall not be allowed to bid an open area in another Center until they have reached their second anniversary with the Company, except in the case of a permanent lay-off.

## **SECTION 4 - LAYOFF AND RECALL**

(A) Lay off and recall shall be in seniority order. In calling employees back for regular work, the employee shall be given seven (7) calendar days notice to recall to his last known address by Registered Certified mail. In the event the employee fails to report back to work within seven (7) days, he shall lose all seniority rights.

(B) Any employee laid off shall have the option of drawing time from accrued vacation and personal holidays.

## **SECTION 5 - EXTRA WORK**

(A) All extra work shall be according to seniority standing wherever practicable. Extra employees without seniority shall not work an overtime shift when regulars are available. This includes Saturday, Sunday and holiday work. All employees with seniority standing shall be given an opportunity for preferential job assignment; provided, such employees are able to do the work.

(B) If any dispute arises as to whether the employee is qualified to perform an assignment, the Company will grant the employee an opportunity under supervision to demonstrate his ability to perform the assignment.

(C) (1) The Employer agrees that the function of supervisors is the supervision of Employees and not the performance of the work of the employees they supervise. Accordingly, the Employer agrees that supervisors or other employees of the Employer who are not members of the bargaining unit shall not perform any bargaining



unit work, except to train employees or demonstrate safety. The Employer shall make every reasonable effort to maintain a sufficient workforce to staff its operations with bargaining unit employees. The Employer also agrees that supervisors or other employees of the Employer who are not members of the bargaining unit shall not perform bargaining unit work in preparing the work areas before the start of the Employer's hub, preload or reload operation, nor shall the Employer send any bargaining unit employee home and then have such employees' work performed by a supervisor or other employees of the Employer who are not a member of the bargaining unit.

(2) When additional employees are necessary to complete the Employer's operations on any shift or within any classification, the supervisor shall exhaust all established local practices to first use bargaining unit employees including where applicable, double shifting, early call-in, and overtime.

(3) If there is no established local practice, the following shall apply with regard to inside work. Within each building, each operation will maintain appropriate list(s), by seniority, of those part-time employees requesting coverage work. It will be the employees' responsibility to sign up on the appropriate list. The Company shall post such lists and employees who are interested in adding their names to the lists shall do so on the first working day of each month. It will be the employee's responsibility to make sure his contact information is correct. Employees who are unavailable to work on three (3) separate occasions within a calendar month shall have their names removed from the coverage list. Those employees shall be eligible to re-sign the list the following month. When coverage work is available, the Company will use the appropriate list to fill the required positions, and such employees will work as assigned. The employee must be qualified for the available work and double shift employees shall have seniority among themselves. Local call verification practices and procedures shall remain in place. Nothing contained in this section shall change existing practices or procedures covering full-time work.

## **SECTION 6 - ABILITY TO TRANSFER**

Any bargaining unit employee, other than full time package and feeder drivers, covered by this agreement, and a member of a Local Union within the State of Oregon shall be eligible to transfer to any

other location within the State of Oregon. Any bargaining unit employee, other than full time package and feeder drivers, covered by this agreement and a member of Local 483 shall be eligible to transfer to any other location within that Local's jurisdiction.

Transfers shall be made in accordance with the following:

(A) Employees must have at least one-year seniority and not have served a suspension within the nine (9) month period prior to submitting a transfer request. It is understood that there must be an opening in the employee's current job classification, and the transferee must be qualified to perform the work prior to any transfer being awarded.

(B) The employee must provide a transfer request to the Company by October 1st of each year. This request form will state the employee's name, seniority date, job classification, facility and job desired. The request form shall be signed by the employee and a company representative with a copy to be retained by the employee. These requests shall be forwarded to the District's HR Department and a master list shall be compiled and posted at each UPS facility by November 1st of each year. The company shall maintain a master transfer list, and the employee's names will be placed on that list by facility, seniority date and job requested. Any employee who alleges that any information on the list is inaccurate, shall notify the Company and Local Union, in writing, by December 1st of that year. Failure to do so, within the specified time period, shall result in the list being deemed complete and final. Transfers will be granted from this list beginning from January 1st through September 30th of the following year. No transfers will be granted during October, November, and December.

(C) Seniority part-time employees shall have the right to fill full time positions in all buildings before accepting transfers from the master transfer list on a four (4) for one (1) basis.

(D) The master list shall contain the job classifications of Mechanic, Full-Time Inside and Part-Time Employee. Transfers shall be limited to two (2) transfers from each classification to each facility per year.

Any employee transferring under this provision shall be end-tailed for the purposes of lay-off, bidding, vacation, and holiday selection. The employee shall maintain their Company seniority for all other entitlements. The transferee releases their selected vacation schedule for the year in which the transfer is granted. They shall be paid

vacation according to their original vacation schedule. The transferee may be granted their original vacation selection if that week is available at their new center. If the Company is unable to grant that selected week due to the existing vacation schedule at the center or staffing shortage, then the employee shall be granted time off at mutually agreeable times.

(E) A transfer under this provision must be accepted by the employee within forty-eight (48) hours of notification. The transferring employee shall report to work in their new location within two (2) weeks. Any employee declining a requested transfer, shall be removed from the transfer list.

(F) The employee shall be responsible for all moving cost associated with their transfer, as well as all interim travel, lodging and living expenses.

(G) Full time package and feeder drivers' transfer provisions are covered under the Western Region Supplemental Agreement.

(H) The same procedures as outlined above shall apply to any Teamster Mechanic who desires to transfer. Such transfers shall be on a one (1) for one (1) basis, and shall only apply to those locations with Teamster Mechanics covered under this agreement.

## **ARTICLE 7 WAGES**

The following are the wage rates for employees who have completed progression in the job classifications listed below. Package drivers who operate pup trailers shall receive an additional \$.25 per hour over and above their contractual wage rate. Full-time employees who perform bid air work refer to Article 40 of the National Master Agreement. Employees currently in progression, entering into progression, Full-time Inside Employees, and Apprentice Mechanics refer to Article 41 of the National Master Agreement.

	<u>Package</u>	<u>Feeder</u>	<u>Journeyman Mechanics</u>
8/1/2013	33.01	33.495	33.70
8/1/2014	33.71	34.195	34.40
8/1/2015	34.41	34.895	35.10
8/1/2016	34.81	35.295	35.50
2/1/2017	35.21	35.695	35.90
8/1/2017	35.71	36.195	36.40
2/1/2018	36.21	36.695	36.90

## **SECTION 2 - CLAIM FOR PAYROLL SHORTAGE OR OVERAGE**

(A) Any claim of payroll error must be presented to the Employer within ninety (90) days from a payroll period for which the error is claimed. The Employer also has ninety (90) days from a payroll period in which the Company claims an overpayment has been made to present the employee and Union a claim for such overpayment. Failure to meet the time limits mentioned above will result in the Employer, the Union, and employee agreeing that the payroll is correct. Any time limits on a money claim due to an alleged contract violation shall be in accordance with the applicable grievance procedure provisions.

(B) When an employee notifies the Employer in writing of an ongoing overpayment, the employee's increasing liability ceases five (5) working days after the date of the written notification.

## **SECTION 3 - AIRPORT BADGING**

**The Employer will reimburse employees for the cost to park a personal vehicle when obtaining an airport security badge up to a maximum of \$14.00 per occurrence. Employees shall be required to give the Employer the parking receipt to obtain reimbursement.**

# **ARTICLE 8 HEALTH AND WELFARE**

## **SECTION 1 - EMPLOYER CONTRIBUTIONS**

Effective August 1, 2013, (based on July 2013 hours) the Employer shall pay to the Oregon Teamster Employers Trust the sum of **\$1,364.29** per month as set by the Trustees for the Plans listed below

for each employee under this agreement who will have been compensated by the Employer for not less than forty (40) hours (except as indicated in "New Hires" below) during the previous calendar month. It shall be the duty of the Trustees of the Oregon Teamsters Employers Trust to prescribe insurance coverage and benefits for such amount of premium to cover employees under this contract. Insurance coverage is provided under the following plans: FWL - D6 - V4 - R3 – STL.

## **SECTION 2 - NEW HIRE REQUIREMENT**

(A) All new hires shall be required to be compensated for eighty (80) hours per month in order to qualify for health and welfare until they have completed four (4) months employment. Thereafter, and beginning with the month following the month in which the four (4) months are completed, the forty (40) hour qualification shall apply to such employee. In the event an employee fails to be compensated for eighty (80) hours per month of their initial four months employment, they shall still qualify for Health and Welfare after forty (40) hours compensation after completing four (4) months employment.

(B) Non-Seniority employees hired in October, November and December shall not qualify for health and welfare benefits and the Company shall not be required to pay contributions on their behalf.

## **SECTION 3 - MAINTENANCE OF BENEFITS**

The Employer agrees should the Trustees of the Health and Welfare, Dental, Vision and Retiree Plans determine during the life of the Agreement that it is necessary to increase the monthly premium rates in order to maintain the same schedule of benefits, the Employer agrees to pay such increased premium.

## **SECTION 4 - VOLUNTARY EMPLOYEE BENEFIT ASSOCIATION**

It is agreed that should the Oregon Teamster Employer Trust allow additional contributions on behalf of employees under provisions of IRS 501.C9, the parties shall meet to negotiate a fair and equitable resolution to allow such contributions. It is understood that all contributions would come from payroll deductions from employees who would choose by majority vote to participate in this additional coverage.

## **ARTICLE 9 WORKERS COMPENSATION**

### **SECTION 1 - SENIORITY PROTECTION**

In the case of an employee injured on the job or a job related illness covered by Workman's Compensation, then seniority is protected to the extent permitted by State Law (Worker's Compensation).

### **SECTION 2 - NOTIFICATION TO COMPANY**

The employee shall notify the Company of their status regarding ability to return to employment after their first doctor's visit and every week thereafter.

## **ARTICLE 10 SICK LEAVE**

### **SECTION 1 - SICK LEAVE ACCRUAL AND UTILIZATION**

(A) New employees shall not accumulate sick leave until they have seniority plus one (1) year of employment. Full time employees shall accumulate sick leave at the rate of four (4) hours per month **for each month that he averages three (3) days work per week. All seniority employees shall continue to accrue sick leave while off on illness or injury up to ninety (90) calendar days.**

(B) Employees shall be entitled to Sick Leave pay beginning with the first workday of any illness or injury and each workday thereafter up to the eighth (8th) calendar day if sufficient hours have been accumulated. Starting the eighth (8th) calendar day, health and welfare plan time loss payments will apply. Sick leave benefits will be paid to the extent of the difference between time loss benefits and the employee's regular pay.

(C) Sick leave shall be deducted from an employee's bank in increments necessary to provide that employee with his daily guarantee.

(D) Any employee who does not wish to have time deducted from his sick leave bank shall so inform the Company at the time of the initial report of illness or injury.

(E) Employees shall be entitled to sick leave pay for any F.M.L.A. qualifying event.

## **SECTION 2 - PAYMENT FOR UNUSED SICK DAYS**

(A) Employees who have accumulated 480 hours into their sick leave bank shall continue to accumulate Sick Leave at the rate of four (4) hours per month. Such employees shall automatically be compensated for all hours above 480 hours on the second pay period following August 1st of each year. The rate of pay for such excess hours shall be the rate in effect as of July 31st of that year.

(B) Each year any employee with more than 240 hours accumulated sick leave may choose to be compensated for any or all hours in excess of 240. Employees choosing such compensation shall inform the Company in writing prior to July 1st in the year in which compensation is requested. The hourly rate of pay for such excess hours shall be the rate in effect as of July 31st of that year. The check will be issued no later than the second pay period following August 1st of that year. Employees shall have the option of rolling the entire pre-tax amount into their UPS 401(k) Plan.

(C) Employees who retire from the Company under the Western Conference Pension Plan will be paid for all unused sick leave.

(D) Employees who have 240 or more hours in their sick leave bank upon termination shall be paid for all unused sick leave.

(E) Employees who terminate with more than 120 hours in their sick leave bank shall receive one half (1/2) of their unused sick leave.

**(F) An employee who is unable to work due to an off-the-job injury or illness shall be removed from the seniority list after a period of three (3) years, unless extended by mutual agreement between the Union and the Employer. This provision only applies to employees who go off work due to an off-the-job injury or illness after August 1, 2013, and not employees off-the-job prior to August 1, 2013.**

## **SECTION 3 - WORKERS' COMPENSATION/SICK LEAVE COORDINATION**

Loss of work time due to a recognized worker's compensation

injury shall allow an employee to coordinate his disability payment and available sick leave to achieve the employee's pay for his daily guarantee. Such coordination shall continue at the employee's option as long as there are hours available in his Sick Leave bank.

## **ARTICLE 11 PENSION**

### **SECTION 1 - EMPLOYER CONTRIBUTION**

(A) Pension contributions payable into the Western Conference of Teamsters Pension Trust Fund on account of each full-time employee of the bargaining unit shall be paid for each hour for which compensation was paid (all compensable hours) up to a maximum of 2080 hours per calendar year.

**Contributions to pension will be made in accordance with Article 34 of the National Master UPS Agreement.**

(B) Such money to be used for a pension program for all such Employees under rules and regulations permissible under governing State and Federal laws.

### **SECTION 2 - PROGRAM FOR ENHANCED EARLY RETIREMENT (PEER)**

The money to cover the cost of the PEER 80 program is included in the above contribution rates.

### **SECTION 3 - NO MODIFICATION**

The parties agree that because the Trustees of the Fund will rely on the execution of this Agreement to restore or not to reduce benefits to Retiring Employees, this Agreement may not be modified, terminated or rescinded by the parties, directly or indirectly, without the express written consent of the Trustees.

### **SECTION 4 - PROBATIONARY PERIOD**

For probationary employees hired on or after August 1, 2002, the Employer shall pay an hourly contribution rate of ten cents



(\$0.10)(including \$0.01 for PEER/80) during the probationary period as defined in Article 4, Section 1, of the Western Regional Supplement, but in no case for a period longer than the first ninety (90) calendar days from an employees first date of hire. If and when this period is completed, the full standard contribution rate shall apply. Contributions shall be calculated on the same basis as described in this Article.

## **ARTICLE 12 TEAMSTERS LEGAL SERVICES TRUST FUND**

(A) Effective August 1, 2008 UPS shall pay into the Western Conference of Teamsters Legal Services Trust Fund the sum of \$25.95 per month on all eligible full time seniority employees. The total amount due for each calendar month shall be remitted in a lump sum not later than ten (10) days after the last business day of each month. UPS agrees to abide by such rules as may be established by the Trustees of said Trust to facilitate the determination of the hours for which contributions are due, the prompt and orderly collection of such amounts and accurately recording of such hours and such amounts paid on behalf of each such full time seniority employee covered by the Agreement.

(B) UPS hereby further acknowledges that it has received a true copy of the Agreement and Declaration of Trust of the Western Conference of Teamsters Legal Services Trust and it is understood and agreed that UPS accepts the terms and conditions of this Trust and shall be considered a party thereto. UPS further agrees that the Employer Trustee named pursuant to the Trust is its representative and consents to be bound by the actions and determinations of the Trustee.

## **ARTICLE 13 HOLIDAYS**

### **SECTION 1 - NAMED HOLIDAYS**

The following days shall be considered as holidays:

January 1  
Memorial Day  
July 4  
Labor Day

Thanksgiving Day  
Day After Thanksgiving  
Christmas Day  
December 31  
Personal Holiday One  
Personal Holiday Two  
Personal Holiday Three  
Personal Holiday Four  
Optional Personal Holiday (Paid from sick bank)

## **SECTION 2 - ELIGIBILITY AND HOLIDAY PAY**

(A) Employees shall be entitled to Personal Holidays on their anniversary date each year.

(B) All employees hired on or after October 1, 1993 shall earn their personal holidays according to the following schedule:

- 1- Personal Holiday One - Seniority plus one year.
- 2- Personal Holiday Two - Seniority plus two years.
- 3- Personal Holiday Three - Seniority plus three years.
- 4- Personal Holiday Four - Seniority plus four years.

(C) Seniority employees shall be compensated at their straight time rate of pay and their daily guarantee when such employees do not work and the holiday falls within their regularly scheduled work week. If the holiday falls outside the employee's regularly scheduled work week, then they shall receive eight (8) hours straight time pay. The employees who work on a holiday shall receive their over-time rate of pay with their daily guarantee in addition to receiving holiday pay.

(D) Employees whose regular shift includes hours which go into or out of a holiday shall be paid the same as a regular work day with their daily guarantee and overtime provisions. Their holiday will either be advanced or delayed. In either case it will be celebrated and/or paid as a holiday.

**(E) Each seniority employee must work their last scheduled day before a holiday and their first scheduled day after a holiday to receive holiday pay. This shall not apply to employees on approved leave. Non-approved leave is limited to the following: sick leave without a doctor's note, unexcused call in, failure to report (no call no show), suspension or termination.**

(F) Each seniority employee shall be entitled to holiday pay if the holiday falls within the first thirty (30) days of absence due to illness or non-occupational injury or within ninety (90) days of absence due to occupational injury.

### **SECTION 3 - PERSONAL HOLIDAY OPTIONS**

Employees who are eligible for four (4) Personal Holidays may elect at his or her option to:

1. Combine his four Personal Holidays with the Optional Personal Holiday taken from his sick bank and combine them together as an Optional Holiday Week to be selected at the next vacation selection Period. The additional week may not be taken during the months of June, July, August and September each year.
2. Personal holidays run from anniversary date to anniversary date and are to be taken or paid at the employees' option, exclusive of the period from December 1 to December 25th. Any left over personal holidays shall be automatically paid in the first pay period following the end of an employees' anniversary year.

### **SECTION 4 - OPTIONAL HOLIDAY WEEK PAYMENT**

The optional holiday week shall be paid at forty (40) hours straight time for full time employees.

### **SECTION 5 - SELECTION OF PERSONAL HOLIDAYS**

(A) An employee choosing to take time off as a personal holiday shall give fourteen (14) days notice to the employer by posting his choice on a calendar provided by the employer in an area easily accessible to employees. The sole purpose of this calendar shall be for the selection and review of personal holidays. The selected day shall be at the choice of the employee, and Seniority shall prevail in the selection of the day to be taken. **Once inside the fourteen (14) day calendar period and prior to the seventh calendar day before the selected day, any openings that were not selected may still be selected and filled on a first come first served basis. In either case, once selected this day cannot be changed by the employee, the Employer or a senior employee.**

**(B) In package and feeder operations, the following minimum number of employees shall be allowed off in each operation per day for their personal optional holiday:**

<b>1-29</b>	<b>Employees on roll</b>	<b>1</b>
<b>30-60</b>	<b>Employees on roll</b>	<b>2</b>
<b>61-90</b>	<b>Employees on roll</b>	<b>3</b>
<b>91 +</b>	<b>Employees on roll</b>	<b>4</b>

## **SECTION 6 - ADVANCE OR DELAY OF HOLIDAY**

The company has the right to advance or delay a holiday other than the Personal Holidays upon seven (7) days notification to the union.

# **ARTICLE 14 VACATIONS**

## **SECTION 1 - VACATION ACCRUAL**

(A) All employees upon their seniority date, except as modified elsewhere in this Article, shall be eligible for vacation weeks according to the following schedule:

<b>YEARS</b>	<b>WEEKS</b>
1 to 2	2
3 to 6	3
7 to 9	4
10 to 19	5
20 to 24	6
25 or More	7

(B) An employee shall accrue one (1/12) twelfth of his vacation for each month that he averages three (3) days work per week.

(C) All seniority employees shall continue to accrue vacation while off on illness or injury up to ninety (90) calendar days.

## **SECTION 2 - PAYMENT UPON TERMINATION**

An employee who has been continuously in the employ of the employer for twelve (12) months or more who is terminated or quits shall be entitled to all vacation pay earned.

### **SECTION 3 - VACATION OPTIONS**

(A) Employees have the option of taking all vacation earned and receiving forty-five (45) hours vacation pay for each week, or working and receiving pay for forty-five (45) hours straight time in addition to hours worked, according to the following schedule.

EARNED VACATION WEEKS	PAYMENT OPTION WEEKS
2 OR 3	2
4 OR 5	3
6 OR 7	4

(B) Employees choosing to work during their vacation shall indicate that option at their vacation selection time. Once an employee chooses to work a vacation week they must work the full week. Such weeks shall not be considered toward the calculation of the percentage of drivers allowed off during that week.

### **SECTION 4 - VACATION PAY**

(A) Vacation pay for full time employees shall be forty-five (45) straight time hours for each week of vacation accrued.

(B) Employees shall receive a separate check for each week of vacation taken.

### **SECTION 5 - VACATION PERIOD AND SELECTION PROCEDURE**

(A) The vacation period will be from January 1, to December 31, exclusive of the period December 1-25th each year.

(B) Vacation eligibility and selection schedules shall be posted on Monday of the first full week of October. Selection shall begin in the second full week of October and shall be completed at the end of five (5) full weeks.

(C) The top twenty (20%) percent shall select their vacation in seniority order during the first (1st) week of selection and the selection procedures shall continue through the fifth (5th) week with each succeeding twenty (20%) percent selecting in seniority order.

(D) Employees not selecting vacation in accordance with their vacation selection schedule shall lose their seniority selection position and shall

slot in, selecting the remaining time as soon as their selection is made.

## **SECTION 6 - HOLIDAY DURING VACATION**

If an employee's vacation period includes a holiday, he shall receive the specified holiday pay in addition to his vacation pay or another day may be added to his vacation by mutual agreement, **which will not be unreasonably withheld.**

## **SECTION 7 - UNEMPLOYMENT COMPENSATION**

If an employee's paid vacation period accrues or is payable during a period in which he is otherwise entitled to unemployment compensation, the employee's right to and payment for such vacation shall be deferred until after termination of the unemployment benefit period. The Employer waives the privilege of allocating vacation pay to past, present or future weeks of unemployment.

# **ARTICLE 15 DISCHARGE OR SUSPENSION/ GRIEVANCE SETTLEMENTS OF DISPUTES**

(A) See Articles 25, 26, 27 and 28 of the Western Supplement.

(B) Any employee who fails to report to work and who does not notify the Employer by the end of his scheduled shift shall incur an instance of failure to report without notification. Each such instance shall subject an employee to the progressive disciplinary procedure in Article 28, Section 2 of the Western Region UPS Supplemental Agreement.

(C) DEADHEADING - An employee discharged away from his home terminal shall be provided the fastest available transportation to his home terminal at the Employer's expense. Deadheading shall be paid for and considered as work time in the computation of hours and overtime.

# **ARTICLE 16 NO DISCRIMINATION**

No employee shall be discharged or discriminated against for union activities or for upholding Union principles.

## **ARTICLE 17 EQUIPMENT SALE**

No Employer shall sell any trucks, tractors, or trailers to any of its employees except for personal use and/or in another industry.

## **ARTICLE 18 INSPECTION PRIVILEGES**

(A) The Union has a right to inspect and copy payroll records and documents relating to the wages, hours, benefits and all other fringe items pertaining to employees performing bargaining unit work.

(B) Employees shall have the right upon request to access their personnel files, Company records and/or documents relating to their wages, hours, benefits and all other fringes. The employee shall be allowed this access before or after working hours.

## **ARTICLE 19 DURATION**

This Rider shall be in full force and effect from **August 1, 2013** through **July 31, 2018**.

Dated this \_\_\_\_\_ day of \_\_\_\_\_

Joint Council #37

United Parcel Service

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**Joint Council No. 37**  
**Sort Rider**  
to the  
**NATIONAL MASTER**  
**UNITED PARCEL SERVICE**  
**AGREEMENT**

**For The Period August 1, 2013**  
**through July 31, 2018**

**TEAMSTERS  
JOINT COUNCIL NO. 37  
SORT RIDER**

**to the**

**NATIONAL MASTER  
UNITED PARCEL SERVICE, INC.  
AGREEMENT**

**This Joint Council No. 37 Rider includes the  
following Local Unions: 58, 162, 206, 324, 670,  
962, and Local 483 Boise, Idaho**

**For the period of  
August 1, 2013 to July 31, 2018**

**PREAMBLE**

Where used in this Rider, words in the masculine also shall be used and construed as in the feminine in all cases where such construction would so apply.

**ARTICLE 1  
PART-TIME EMPLOYEES**

**SECTION 1 - WORK DAY / WORK WEEK**

See Article 20, Section 3 of the Western Supplement.

**SECTION 2 - PAY RATE FOR JOB PERFORMED**

(A) Regular part-time employees shall receive the pay rate of the job being performed; provided, however, that if such employee works at a higher rated job for more than one-half (1/2) hour in any one tour of duty, he shall receive the higher rate for all work per-

formed during that tour of duty except that if a loader/unloader works any time as a sorter, such employee shall receive the sorter scale for the entire shift.

(B) Part-time employees may be used as trailer shifters in the employer's operation. Part-time employees performing such duties shall be paid \$1.00 (one dollar) per hour above their normal pay rate for the day.

(C) Employees who qualified for shifting work prior to July 31, 1987 shall remain at their present rate for trailer shifting duties and shall not be subject to the above paragraph.

(D) The Company shall not double (2) shift part-time shifters to perform shifter work when full-time feeder drivers are available.

### **SECTION 3 - OVERTIME**

(A) The Union and its individual members agree that they will work overtime as needed.

(B) Any part-time employee working more than five (5) hours in any one (1) shift shall receive time and one-half (1 1/2) for all hours beyond the fifth (5th) hour.

(C) If a part-time employee works more than five (5) shifts in any one (1) work week the time worked or paid over five (5) shifts shall be paid for at the rate of time and one-half (1 1/2). All work performed on holidays or designated days off outside the regular work week shall be paid for at the rate of time and one-half (1 1/2).

### **SECTION 4 - PART-TIME BENEFITS**

Regular part-time employees shall receive holiday pay, funeral leave pay, jury duty pay and sick leave pay at the rate of one-half (1/2) the benefit provided for the regular full-time employees.

### **SECTION 5 - PART-TIME TO FULL-TIME**

(A) Each October the company will post new sign-up lists in each building for a thirty (30) day period in which Part-Time employees may choose to indicate their desire for Full-Time work. There shall

be two (2) sign up lists, one for package driving and one for Full-Time inside jobs. The employee shall have the right to sign one or both lists. From these lists the employer shall offer in seniority order to the employees an opportunity to become a Full-Time Package Driver or a Full-Time Inside employee from January through December the following year. In April of each year the same list shall be posted for any employee who wishes to have their name dove-tailed to the current year lists to be effective June 1st.

(B) A part-time employee must meet the same qualifications as an applicant from outside the Company in order to qualify for a fulltime position.

(C) Part-time employees moving to full-time employment shall receive one-half (1/2) their part time seniority for vacation purposes only, effective May 1, 1982.

(D) Part-time employees promoted to full-time positions shall retain their sick leave hours in their bank.

(E) Part time employees moving to full time positions shall be paid off for all accumulated vacation and holidays. Unpaid time off shall be granted by mutual agreement subject to availability in their center.

(F) Part-time employees within the jurisdiction of Local 162 that have submitted for full-time driving shall be placed on one (1) master list for part-time to full-time driving positions and/or full-time inside jobs. Those employees shall have the right to select package driver openings and/or full-time inside jobs from any facility within the jurisdiction of Local 162 as those openings occur.

(G) The purpose of this sub-section is to address pre-seniority package drivers and their ability to perform part-time work if they are laid off in the package center.

1. When a pre-seniority package driver is laid off on any given day(s) he shall be able to exercise his Company seniority to work the Twilight shift in the building which he has seniority. The employee is obligated to make contact with his shift during a call window.

2. The employee will be paid his appropriate inside full-time hourly wage rate or part-time hourly wage rate for the work performed.

The appropriate part-time hourly guarantee shall apply. It is understood the work to be performed will be where the employee is needed, most likely unloading of trailers and/or package cars.

3. A day(s) worked on the part-time shift will not count as a day(s) toward the package car driver probationary/trial period outlined under Article 4 Section 1 of the WRT UPS Supplemental Agreement.

4. In lieu of working a part-time shift the affected pre-seniority employee(s) shall have the option of drawing time from personal holidays and/or sick leave.

5. This sub-section does not apply to outside hires.

(H) When no full-time package driver makes a request to become a feeder driver, the Company shall offer any permanent **or back-up** opening to qualified existing part-time **employees** and qualified existing full-time combination shifters **employees in seniority order**. **Part-time employees shall be given the opportunity to fill feeder full-time jobs before hiring from outside on a two-for-one basis (two (2) inside to every one (1) outside hire). To be qualified, an employee must have previously been trained as an air driver, feeder shifter or car parker. Full-time employees who successfully complete the feeder training school and become back-up feeder drivers shall be paid for the non-productive time spent in feeder school. Payment shall be made no later than the pay period following successful completion of feeder school. Any part-time employee that successfully completes the feeder training school and becomes a back-up feeder driver must wait twelve (12) months to be paid for the non-productive time; that payment shall be made no later than the pay period following the conclusion of the twelve (12) month waiting period. Employees moving into back-up feeder driver capacity have the right to retain their seniority and job assignments when not performing feeder work. Article 2 of the JC37 Package Rider shall apply to the back-up feeder position unless specifically altered by this paragraph.**

## **SECTION 6 - DELAYED START TIME**

(A) See Article 21 of the Western Supplement.

(B) The Friday night hub start time may be scheduled up to four (4) hours later than normal without the payment of any penalty.

## SECTION 7 - PART-TIME EMPLOYEE REST PERIOD

All part-time employees will be allowed a ten (10) minute paid rest period, to begin when the employee leaves the work area and ends when the employee has returned to the work area. This rest period will normally be scheduled in the middle of each shift.

## SECTION 8 - PEAK SEASON HELPERS

(A) A helper is defined as a person who may be used to assist the driver in the handling of packages for delivery and pickup purposes only and shall not be permitted to drive package vehicles. Helpers may be used commencing November 15 through December 31<sup>st</sup>.

(B) The helper rate of pay shall be **no less than minimum wage for the state in which the work is completed**. Helpers shall be guaranteed a minimum of three (3) hours work or pay, and shall be paid time and one-half (1 1/2) after eight (8) hours.

(C) **From November 15 through December 31st, regular** part-time employees may be used as helpers solely at the discretion of management, and if so used, shall receive **\$11.00 (eleven dollars)** per hour.

(D) Helpers need not report to a center before commencing work, but may be picked up in the area and commence work at the scheduled time of pickup.

**(E) From January 1 to January 15, regular part-time employees shall be offered helper work in seniority order at their current rate of pay or sixteen (\$16.00) dollars per hour, whichever is greater. During this period, these regular part-time employees shall be guaranteed three and one-half (3 ½) hours of helper work or pay. Time and one-half (1 ½) shall be paid after eight (8) hours of straight time work in any day. In the event additional staffing is required, the Company may utilize part-time package helpers hired between November 15 through December 31st as outlined above.**

## SECTION 9 - SHOW-UP PAY

Any employee with seniority standing shall receive three and onehalf (3 1/2) hours pay if put to work, or if not put to work after reporting shall be allowed one-half (1/2) day's pay, unless notified the previous day that there would be no work.

## SECTION 10 - PART-TIME OPENINGS

See Article 6, Section 4 of the Western Supplement.

## ARTICLE 2 SENIORITY

### SECTION 1 - SENIORITY LISTS

(A) In each building there shall be separate seniority lists for part-time inside and part-time bid air driver classifications. **Part-time bid air drivers shall be able to exercise their original part-time inside seniority date to double shift. Any part-time bid air driver that works at least four (4) hours in his regular shift shall be able to exercise his original part-time inside seniority date for any extra work within that shift.** In addition, separate seniority lists will be maintained for exception air and Saturday air drivers. Beginning August 1, 2008 the part-time clerical job classification will be eliminated and combined with the part-time inside classification list. All employees classified as part-time clerical will dovetail their part-time company job date into the part-time inside job classification list. Part-time employees working in the clerical classification shall select their vacations separately.

(B) When an employee moves from one seniority list to another separate seniority list, then his seniority date for layoff, rehire, and bidding, if appropriate on the list to which he transferred shall be the date that he transferred to the new position. All other benefits to apply as per Company seniority except as noted in Article 1 Section 5, Part-time to full-time.

(C) Any Part-Time employee who is displaced from his job as a result of the creation of a full-time combination job, shall have the following options; 1) Bump the least senior employee in the same classification on any shift in the same facility. 2) Select any open job on any shift in the same facility. 3) Be assigned to a job. 4) Have the first right of recall if the part-time position re-opens.

(D) When an employee is forced to move from one seniority list to another separate seniority list, then his seniority date shall be dovetailed on the list to which he is transferred.

## **SECTION 2 - LAYOFF AND RECALL**

(A) Lay off and recall shall be in seniority order. In calling employees back for regular work, the employee shall be given seven (7) calendar days' notice to recall to his last known address by Certified mail. In the event the employee fails to report back to work within seven (7) days, he shall lose all seniority rights.

(B) Any employee laid off shall have the option of drawing time from accrued vacation and personal holidays.

## **SECTION 3 - EXTRA WORK**

(A) All extra work shall be according to seniority standing wherever practicable. Extra employees without seniority shall not work an overtime shift when regulars are available. This includes Saturday, Sunday and holiday work. All employees with seniority standing shall be given an opportunity for preferential job assignment; provided, such employees are able to do the work.

(B) If any dispute arises as to whether the employee is qualified to perform an assignment, the Company will grant the employee an opportunity under supervision to demonstrate his ability to perform the assignment.

(C) No employee shall be allowed to work a second extra shift in a 24 hour period prior to all employees who have signed up for extra work being offered a first extra shift.

(D)(1) The Employer agrees that the function of supervisors is the supervision of Employees and not the performance of the work of the employees they supervise. Accordingly, the Employer agrees that supervisors or other employees of the Employer who are not members of the bargaining unit shall not perform any bargaining unit work, except to train employees or demonstrate safety. The Employer shall make every reasonable effort to maintain a sufficient workforce to staff its operations with bargaining unit employees. The Employer also agrees that supervisors or other employees of the Employer who are not members of the bargaining unit shall not perform bargaining unit work in preparing the work areas before the start of the Employer's hub, preload or reload operation, nor shall the Employer send any bargaining unit employee home and then have such employees' work performed by a supervisor or other employees of the Employer who are not a member of the bargaining unit.



(2) When additional employees are necessary to complete the Employer's operations on any shift or within any classification, the supervisor shall exhaust all established local practices to first use bargaining unit employees including where applicable, double shifting, early call-in, and overtime.

(3) If there is no established local practice, the following shall apply with regard to inside work. Within each building, each operation will maintain appropriate list(s), by seniority, of those part-time employees requesting coverage work. It will be the employees' responsibility to sign up on the appropriate list. The Company shall post such lists and employees who are interested in adding their names to the lists shall do so on the first working day of each month. It will be the employee's responsibility to make sure his contact information is correct. Employees who are unavailable to work on three (3) separate occasions within a calendar month shall have their names removed from the coverage list. Those employees shall be eligible to re-sign the list the following month. When coverage work is available, the Company will use the appropriate list to fill the required positions, and such employees will work as assigned. The employee must be qualified for the available work and double shift employees shall have seniority among themselves. Local call verification practices and procedures shall remain in place. Nothing contained in this section shall change existing practices or procedures covering full-time work.

## **SECTION 4 - ABILITY TO TRANSFER**

Any bargaining unit employee, other than full time package and feeder drivers, covered by this agreement, and a member of a Local Union within the State of Oregon shall be eligible to transfer to any other location within the State of Oregon. Any bargaining unit employee, other than full time package and feeder drivers, covered by this agreement and a member of Local 483 shall be eligible to transfer to any other location within that Local's jurisdiction. Transfers shall be made in accordance with the following:

(A) Employees must have at least one-year seniority and not have served a suspension within the nine (9) month period prior to submitting a transfer request. It is understood that there must be an opening in the employee's current job classification, and the transferee must be qualified to perform the work prior to any transfer being awarded.

(B) The employee must provide a transfer request to the Company by October 1st of each year. This request form will state the employee's name, seniority date, job classification, facility and job desired. The request form shall be signed by the employee and a company representative with a copy to be retained by the employee. These requests shall be forwarded to the District's HR Department and a master list shall be compiled and posted at each UPS facility by November 1st of each year. The company shall maintain a master transfer list, and the employee's names will be placed on that list by facility, seniority date and job requested. Any employee who alleges that any information on the list is inaccurate, shall notify the Company and Local Union, in writing, by December 1st of that year. Failure to do so, within the specified time period, shall result in the list being deemed complete and final. Transfers will be granted from this list beginning from January 1st through September 30th of the following year. No transfers will be granted during October, November, and December.

(C) Seniority part-time employees shall have the right to fill full time positions in all buildings before accepting transfers from the master transfer list on a four (4) for one (1) basis.

(D) The master list shall contain the job classifications of Mechanic, Full-Time Inside and Part-Time Employee. Transfers for Full-Time inside, and Part-Time employees, shall be limited to two (2) transfers from each classification to each facility per year.

(E) Any employee transferring under this provision shall be end-tailed for the purposes of lay-off, bidding, vacation, and holiday selection. The employee shall maintain their Company seniority for all other entitlements. The transferee releases their selected vacation schedule for the year in which the transfer is granted. They shall be paid vacation according to their original vacation schedule. The transferee may be granted their original vacation selection if that week is available at their new center. If the Company is unable to grant that selected week due to the existing vacation schedule at the center or staffing shortage, then the employee shall be granted time off at mutually agreeable times.

(F) A transfer under this provision must be accepted by the employee within forty-eight (48) hours of notification. The transferring employee shall report to work in their new location within two (2) weeks. Any employee declining a requested transfer, shall

be removed from the transfer list.

(G) The employee shall be responsible for all moving cost associated with their transfer, as well as all interim travel, lodging and living expenses.

(H) Full time package and feeder drivers' transfer provisions are covered under the Western Region Supplemental Agreement.

## **ARTICLE 3 WAGES**

### **SECTION 1 - WAGES**

Part time employees hired prior to July 2, 1982, shall receive the following rate of pay effective:

	<u>Preloader/Sorter</u>	<u>Loader/Unloader</u>
<b>8/1/2013</b>	<b>32.61</b>	<b>31.45</b>
<b>8/1/2014</b>	<b>33.31</b>	<b>32.15</b>
<b>8/1/2015</b>	<b>34.01</b>	<b>32.85</b>
<b>8/1/2016</b>	<b>34.41</b>	<b>33.25</b>
<b>2/1/2017</b>	<b>34.81</b>	<b>33.65</b>
<b>8/1/2017</b>	<b>35.31</b>	<b>34.15</b>
<b>2/1/2018</b>	<b>35.81</b>	<b>34.65</b>

All other part-time employees wages refer to Article 22, Section 5, and Article 40 of the National Master UPS Agreement.

### **SECTION 2 - CLAIM FOR PAYROLL SHORTAGE OR OVERAGE**

(A) Any claim of payroll error must be presented to the Employer within ninety (90) days from a payroll period for which the error is claimed. The Employer also has ninety (90) days from a payroll period in which the Company claims an overpayment has been made to present the employee and Union a claim for such overpayment. Failure to meet the time limits mentioned above will result in the employer, the union, and the employee agreeing that the payroll is correct. Any time limits on a money claim due to an alleged contract violation shall be in accordance with the applicable grievance procedure provisions.

(B) When an employee notifies the Employer in writing of an ongoing

overpayment, the employee's increasing liability ceases five (5) working days after the date of the written notification.

## **SECTION 2 - AIRPORT BADGING**

**The Employer will reimburse employees for the cost to park a personal vehicle when obtaining an airport security badge up to a maximum of \$14.00 per occurrence. Employees shall be required to give the Employer the parking receipt to obtain reimbursement.**

# **ARTICLE 4 HEALTH AND WELFARE**

## **SECTION 1 - BENEFITS FOR PART TIME EMPLOYEES**

**(A) For those part-time employees who have received health and welfare benefits from the Company Health & Welfare Plan, benefits on and after January 1, 2014 will be provided by the Central States Health & Welfare Fund (CSH & W Fund), under the terms set forth in Article 34 of the National Master UPS Agreement. The Company will continue to provide health & welfare benefit coverage under the existing plan through December 31, 2013 pursuant to the terms of the December 19, 2007 through July 31, 2013 National Master UPS Agreement, Western Region Supplemental Agreement and the Joint Council 37 Sort Rider.**

**(B) Any eligible employee covered by this Section who retires effective January 1, 2014 or thereafter shall be provided retiree medical benefits through the CSH & W Fund.**

**(C) Current retirees who are receiving benefits through a UPS sponsored plan shall receive coverage after January 1, 2014 under the terms of the Memorandum Concerning UPS Sponsored Plans, attached to the National Master UPS Agreement.**

## **SECTION 2 - VOLUNTARY EMPLOYEE BENEFIT ASSOCIATION**

It is agreed that should the Oregon Teamster Employer Trust allow additional contributions on behalf of employees under provisions of IRS 501.C9, the parties shall meet to negotiate a fair and equitable resolution to allow such contributions. It is understood that all contributions

would come from payroll deductions from employees who would choose by majority vote to participate in this additional coverage.

## **ARTICLE 5 WORKERS COMPENSATION**

### **SECTION 1 - SENIORITY PROTECTION**

In the case of an employee injured on the job or a job related illness covered by Workers' Compensation, then seniority is protected to the extent permitted by State Law (Workers' Compensation).

### **SECTION 2 - NOTIFICATION TO COMPANY**

The employee shall notify the Company of their status regarding ability to return to employment after their first doctor's visit and every week thereafter.

## **ARTICLE 6 SICK LEAVE**

### **SECTION 1 - SICK LEAVE ACCRUAL AND UTILIZATION**

(A) New employees shall not accumulate sick leave until they have seniority plus one (1) year of employment. Part-time employees shall accumulate sick leave at the rate of two (2) hours per month **for each month that he averages three (3) days work per week. All seniority employees shall continue to accrue sick leave while off on illness or injury up to ninety (90) calendar days.**

(B) Employees shall be entitled to sick leave pay beginning with the first workday of any illness or injury and each workday thereafter up to the eighth (8th) calendar day if sufficient hours have been accumulated. Starting with the eighth (8th) calendar day, health and welfare plan time loss payments will apply. Sick leave benefits will be paid to the extent of the difference between time loss benefits and the employee's regular pay.

(C) Sick leave shall be deducted from an employee's bank in increments necessary to provide that employee with his daily guarantee.

(D) Any employee who does not wish to have time deducted from his sick leave bank shall so inform the Company at the time of the initial report of illness or injury.

(E) Employees shall be entitled to sick leave pay for any F.M.L.A. qualifying event.

## **SECTION 2 - PAYMENT FOR UNUSED SICK DAYS**

(A) Employees who have accumulated 240 hours into their sick leave bank shall continue to accumulate sick leave at the rate of two (2) hours per month. Such employees shall automatically be compensated for all hours above 240 hours on the second pay period following August 1st of each year. The rate of pay for such excess hours shall be the rate in effect as of July 31st of that year.

(B) Each year any employee with more than 120 hours accumulated sick leave may choose to be compensated for any or all hours in excess of 120. Employees choosing such compensation shall inform the Company in writing prior to July 1st in the year in which compensation is requested. The hourly rate of pay for such excess hours shall be the rate in effect as of July 31st of that year. The check will be issued no later than the second pay period following August 1st of that year. Employees shall have the option of rolling the entire pre-tax amount into their UPS 401K Plan.

(C) Employees who retire from the Company under the Western Conference Pension Plan will be paid for all accumulated sick leave.

(D) Employees who have 120 or more hours in their sick leave bank upon termination shall be paid for all unused sick pay.

(E) Employees who terminate with more than 60 hours in their sick leave bank shall receive one half (1/2) of their unused sick leave.

**(F) An employee who is unable to work due to an off-the-job injury or illness shall be removed from the seniority list after a period of three (3) years, unless extended by mutual agreement between the Union and the Employer. This provision only applies to employees who go off work due to an off-the-job injury or illness after August 1, 2013, and not employees off-the-job prior to August 1, 2013.**

## **SECTION 3 - WORKERS' COMPENSATION/SICK LEAVE COORDINATION**

Loss of work time due to a recognized worker's compensation injury shall allow an employee to coordinate his disability payment and available sick leave to achieve the employee's pay for his daily guarantee. Such coordination shall continue at the employee's option as long as there are hours available in his sick leave bank.

## **ARTICLE 7 PENSION**

### **SECTION 1 - EMPLOYER CONTRIBUTION**

(A) Pension contributions payable into the Western Conference of Teamsters Pension Trust Fund on account of each part-time employee of the bargaining unit shall be paid for each hour for which compensation was paid (all compensable hours) up to a maximum of 2080 hours per calendar year.

**Contributions to pension will be made in accordance with Article 34 of the National Master UPS Agreement.**

(B) Such money to be used for a pension program for all such employees under rules and regulations permissible under governing State and Federal laws.

### **SECTION 2 - PROGRAM FOR ENHANCED EARLY RETIREMENT (PEER)**

The money to cover the cost of the PEER 84 program is included in the above contribution.

### **SECTION 3 - NO MODIFICATION**

The parties agree that because the Trustees of the Fund will rely on the execution of this Agreement to restore or not to reduce benefits to Retiring Employees, this Agreement may not be modified, terminated or rescinded by the parties, directly or indirectly, without the express written consent of the Trustees.

## **SECTION 4**

For probationary employees hired on or after August 1, 2002, the Employer shall pay an hourly contribution rate of ten cents (\$.10)(including \$0.01 for PEER/80 for full-time employees and PEER/84 for part-time employees) during the probationary period as defined in Article 4, Section 1, of the Western Regional Supplement, but in no case for a period longer than the first ninety (90) calendar days from an employees first date of hire. If and when this period is completed, the full standard contribution rate shall apply. Contributions shall be calculated on the same basis as described in this Article.

## **ARTICLE 8 PACIFIC COAST BENEFITS TRUST**

(A) Effective August 1, 1993, UPS shall make contributions at the rate of twenty five cents (\$.25) per compensable hour into the Pacific Coast Benefits Trust (herein "Trust") on behalf of all employees on whose behalf UPS was obligated to make contributions into the Trust immediately prior to August 1, 1993. With respect to employees whose first hour of employment (or reemployment) with UPS is on or after August 1, 1993, UPS shall make contributions at the rate of twenty-five cents (\$.25) per compensable hour into the Pacific Coast Benefits Trust Fund on behalf of each such employee beginning on the earlier of the employee's achievement of seniority or the employee's completion of 600 hours of employment (or reemployment) within twelve (12) consecutive calendar months, such contributions to be made retroactively for all compensable hours in the twelve (12) consecutive months immediately preceding achievement of seniority or the completion of 600 hours of employment (or reemployment) as the case may be. Provided, however, that UPS shall not contribute for more than 173 hours in any calendar month for each covered employee. The total amount due for each calendar month shall be remitted in a lump sum not later than the tenth day of the following month.

(B) The rate of twenty-five cents (\$.25) per compensable hour shall be increased to thirty cents (\$.30) per compensable hour on August 1, 1994 and to thirty-five cents (\$.35) per compensable hour on August 1, 1995 and to forty cents (\$.40) per compensable hour on August 1, 1996.



(C) UPS acknowledges that it has received a true copy of the Trust and shall be considered a party thereto. It is understood and agreed that UPS accepts the terms and conditions of this Trust and agrees that the Employer Trustees named pursuant to the Trust are its representatives and consents to be bound by the actions and determinations of the Trustees. UPS further agrees to abide by such rules as may be established by the Trustees of said Trust to facilitate the audit of hours for which contributions are due, the prompt and orderly collection of contributions, and the accurate recording of such hours.

## **ARTICLE 9 TEAMSTERS LEGAL SERVICES TRUST FUND**

(A) Effective August 2008 UPS shall pay into the Western Conference of Teamsters Legal Services Trust Fund the sum of fifteen cents (\$.15) per compensable hour up to a maximum of twenty-five dollars and ninety-five cents (\$25.95) per month for each seniority part time employee. The total amount due for each calendar month shall be remitted in a lump sum not later than ten (10) days after the last business day of each month. UPS agrees to abide by such rules as may be established by the Trustees of said Trust to facilitate the determination of the hours for which contributions are due, the prompt and orderly collection of such amounts and accurately recording of such hours and such amounts paid on behalf of each such part time seniority employee covered by the Agreement.

(B) UPS hereby further acknowledges that it has received a true copy of the Agreement and Declaration of Trust of the Western Conference of Teamsters Legal Services Trust and it is understood and agreed that UPS accepts the terms and conditions of this Trust and shall be considered a party thereto. UPS further agrees that the Employer Trustee named pursuant to the Trust is its representative and consents to be bound by the actions and determinations of the Trustee.

## **ARTICLE 10 HOLIDAYS**

### **SECTION 1 - NAMED HOLIDAYS**

The following days shall be considered as holidays:  
January 1

Memorial Day  
July 4  
Labor Day  
Thanksgiving Day  
Day After Thanksgiving  
Christmas Day  
December 31  
Personal Holiday One  
Personal Holiday Two  
Personal Holiday Three  
Personal Holiday Four  
Optional Personal Holiday (Paid from sick bank)

## **SECTION 2 – ELIGIBILITY AND HOLIDAY PAY**

(A) Employees shall be entitled to Personal Holidays on their anniversary date each year.

(B) All employees hired on or after October 1, 1993 shall earn their personal holidays according to the following schedule:

- 1- Personal Holiday One - Seniority plus one year.
- 2- Personal Holiday Two - Seniority plus two years.
- 3- Personal Holiday Three - Seniority plus three years.
- 4- Personal Holiday Four - Seniority plus four years.

Under the provision of Article 22 Section 7 of the National Master UPS Agreement, part-time employees hired after August 1, 2008 will receive holidays, personal holidays and option days after one (1) year of seniority.

(C) Seniority employees shall be compensated at their straight time rate of pay and their daily guarantee when such employees do not work and the holiday falls within their regularly scheduled work week. If the holiday falls outside the employees' regularly scheduled work week, then they shall receive four (4) hours straight time pay. The employees who work on a holiday shall receive their overtime rate of pay with their daily guarantee in addition to receiving holiday pay.

(D) Employees whose regular shift includes hours which go into or out of a holiday, shall be paid the same as a regular work day with their daily guarantee and overtime provisions. Their holiday will either be advanced or delayed. In either case, it will be celebrated and/or paid as a holiday.

**(E) Each seniority employee must work their last scheduled day before a holiday and their first scheduled day after a holiday to receive holiday pay. This shall not apply to employees on approved leave. Nonapproved leave is limited to the following: sick leave without a doctor's note, unexcused call in, failure to report (no call no show), suspension or termination.**

### **SECTION 3 - PERSONAL HOLIDAY OPTIONS**

Employees who have accumulated four (4) Personal Holidays may elect at his option to:

1. Combine his four Personal Holidays with the Optional Personal Holiday taken from his sick bank and combine them together as an Optional Holiday Week to be selected at the next vacation selection period. The additional week may not be taken during the months of June, July, August and September each year.
2. Personal holidays run from anniversary date to anniversary date and are to be taken or paid at the employee's option, exclusive of the period from December 1 to December 25th. Any left over personal holidays shall be automatically paid in the first pay period following the end of an employee's anniversary year.

### **SECTION 4 - OPTIONAL HOLIDAY WEEK PAYMENT**

The optional holiday week shall be paid at twenty (20) hours straight time for part time employees.

### **SECTION 5 - SELECTION OF PERSONAL HOLIDAYS**

(A) An employee choosing to take time off as a personal holiday shall give fourteen (14) days notice to the employer by posting his choice on a calendar provided by the employer in an area easily accessible to employees. The sole purpose of this calendar shall be for the selection and review of personal holidays. The selected day shall be at the choice of the employee, and Seniority shall prevail in the selection of the day to be taken. **Once inside the fourteen (14) day calendar period and prior to the seventh calendar day before the selected day, any openings that were not selected may still be selected and filled on a first come first served basis. In either case, once selected this day cannot be changed by the employee,**

**the Employer or a senior employee.**

**(B) In inside operations the following minimum number of employees will be allowed off per day for their optional holiday in each operation:**

<b>1-30</b>	<b>Employees on roll</b>	<b>1</b>
<b>31-74</b>	<b>Employees on roll</b>	<b>2</b>
<b>75-149</b>	<b>Employees on roll</b>	<b>3</b>
<b>150 +</b>	<b>Employees on roll</b>	<b>4</b>

## **SECTION 6 - ADVANCE OR DELAY OF HOLIDAY**

The Company has the right to advance or delay a holiday other than the Personal Holidays upon seven (7) days notification to the Union.

## **SECTION 7 - PAYMENT FOR HOLIDAYS**

Each seniority employee shall be entitled to holiday pay if the holiday falls within the first thirty (30) days of absence due to illness or non-occupational injury or within ninety (90) days of absence due to occupational injury.

# **ARTICLE 11 VACATIONS**

## **SECTION 1 - VACATION ACCRUAL**

(A) All employees upon their seniority date, except as modified elsewhere in this Article, shall be eligible for vacation weeks according to the following schedule.

<b>YEARS</b>	<b>WEEKS</b>
1 to 2	2
3 to 6	3
7 to 9	4
10 to 19	5
20 to 24	6
25 or More	7

(B) An employee shall accrue one (1/12) twelfth of his vacation for each month that he averages three (3) days work per week.

(C) All seniority employees shall continue to accrue vacation while off on illness or injury up to ninety (90) calendar days.

## **SECTION 2 - PAYMENT UPON TERMINATION**

An employee who has been continuously in the employ of the Employer for twelve (12) months or more who is terminated or quits shall be entitled to all vacation pay earned.

## **SECTION 3 - VACATION OPTIONS**

(A) Employees have the option of taking all vacation earned and receiving twenty (20) hours vacation pay for each week, or working and receiving pay for twenty (20) hours straight time in addition to hours worked, according to the following schedule.

EARNED VACATION WEEKS	PAYMENT OPTION WEEKS
2 or 3	2
4 or 5	3
6 or 7	4

(B) Employees choosing to work during their vacation shall indicate that option at their vacation selection time. Once an employee chooses a vacation payment option week they must work the full week. Such weeks shall not be considered toward the calculation of the percentage of employees allowed off during that week.

## **SECTION 4 - VACATION PAY**

(A) Vacation pay for part time employees shall be twenty (20) straight time hours for each week of vacation accrued.

(B) Employees shall receive a separate check for each week of vacation taken.

## **SECTION 5 - VACATION PERIOD AND SELECTION PROCEDURE**

(A) The vacation period will be from January 1, to December 31, exclusive of the period December 1-25th each year.

(B) Vacation eligibility and selection schedules shall be posted on Monday of the first full week in October. Selection shall begin Monday of the second full week of October and shall be completed

at the end of five (5) full weeks.

(C) The top twenty percent (20%) shall select their vacation in seniority order during the first week and the selection procedure shall continue through the fifth (5th) week with each succeeding twenty percent (20%) selecting in seniority order.

(D) Employees not selecting vacation in accordance with their vacation selection schedule shall lose their seniority selection position and shall slot in, selecting the remaining time as soon as their selection is made.

## **SECTION 6 - HOLIDAY DURING VACATION**

If an employee's vacation period includes a holiday, he shall receive the specified holiday pay in addition to his vacation pay or another day may be added to his vacation by mutual agreement, **which will not be unreasonably withheld.**

## **SECTION 7 - UNEMPLOYMENT COMPENSATION**

If an employee's paid vacation period accrues or is payable during a period in which he is otherwise entitled to unemployment compensation, the employee's right to and payment for such vacation shall be deferred until after termination of the unemployment benefit period. The Employer waives the privilege of allocating vacation pay to past, present or future weeks of unemployment.

# **ARTICLE 12 DISCHARGE OR SUSPENSION/GRIEVANCE SETTLEMENT OF DISPUTES**

(A) See Articles 25, 26, 27 and 28 of the Western Supplement.

(B) Any employee who fails to report to work and who does not notify the Employer by the end of his scheduled shift shall incur an instance of failure to report without notification. Each such instance shall subject an employee to the progressive disciplinary procedure in Article 28, Section 2 of the Western Region UPS Supplemental Agreement

**ARTICLE 13  
NO DISCRIMINATION**

No employee shall be discharged or discriminated against for Union activities or for upholding Union principles.

**ARTICLE 14  
EQUIPMENT SALE**

No Employer shall sell any trucks, tractors, or trailers to any of its employees except for personal use and/or in another industry.

**ARTICLE 15  
INSPECTION PRIVILEGES**

(A) The Union has a right to inspect and copy records and documents relating to the wages, hours, benefits and all other fringe items pertaining to employees performing bargaining unit work.

(B) Employees shall have the right upon request to access their personnel files, Company records and/or documents relating to their wages, hours, benefits and all other fringes. The employee shall be allowed this access before or after working hours.

**ARTICLE 16  
DURATION**

This Rider shall be in full force and effect from **August 1, 2013** through **July 31, 2018**.

Dated this \_\_\_\_\_ day of \_\_\_\_\_

Joint Council #37

United Parcel Service

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