

Joint Council No. 3
Feeder, Package, Mechanics
& Combination Employees
and
United Parcel Service
Rider
to the
NATIONAL MASTER
UNITED PARCEL SERVICE
AGREEMENT

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

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U.P.S.

**FEEDER, PACKAGE, MECHANICS &
COMBINATION EMPLOYEES RIDER**

JOINT COUNCIL NO. 3 (Montana, Utah, Idaho)

LOCAL UNION NO.'S 2, 190, 222, 983

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

PREAMBLE

The execution of the Agreement to the Joint Council No. 3, (Montana, Utah, Idaho) Rider Agreement, the Western States Supplement and the National Master United Parcel Service Agreement on the part of the Employer shall cover all operations of the Employer in, between and over the jurisdiction areas of Teamsters Local Unions 2, 190, 222, 983, and into and out of contiguous territory and shall have application to the work performed within the classifications defined and set forth herein.

ARTICLE 1. PARTIES TO THE ADDENDUM

SECTION 1.

The execution of this Addendum on the part of the Employer shall cover all employees of the Employer in the bargaining unit at any centers, new centers, buildings, and any other operations of the Employer within the jurisdiction of the Local Unions signatory to this Addendum as determined, or may be determined, by the International Brotherhood of Teamsters with regard to wages, hours and other conditions of employment.

SECTION 2.

Employees covered by this Agreement shall be construed to mean feeder drivers, package drivers, combination employees covered under Article 22.3 of the National Master UPS Agreement, and mechanics, (Montana district Locals 2 & 190) working in classifications set forth in the wage schedule of this Addendum or any classification mutually agreed on by the parties during the life of this Agreement.

ARTICLE 2. SENIORITY

SECTION 1. PROBATIONARY PERIOD

Refer to Article 4, Section 1 of the Western Region Supplemental United Parcel Service Agreement.

SECTION 2. SENIORITY LIST

(a) There shall be three (3) separate seniority lists, by center: one (1) list for tractor-trailer feeder drivers; one (1) list for delivery drivers and one (1) list for Article 22.3 combination employees. When an employee moves from one seniority list to another separate seniority list, his/her seniority date for vacation selection, layoff, rehire, and bidding, if appropriate on the list to which he/she transferred, shall be the date he/she transferred to the new position. All other benefits to apply as per Company seniority. Where appropriate, there shall be a separate seniority list for mechanics. Shuttle drivers and/or package feeder drivers shall be included on the tractor trailer feeder seniority list. Full-time and part-time employees hold separate seniority. Feeder drivers enjoy separate seniority for operational purposes. Seniority shall prevail in all layoffs and rehires.

(b) Refer to Article 4, Section 2b of the Western Region Supplemental United Parcel Service Agreement.

(c) Employees disabled due to illness, disease or injury shall not lose seniority for three (3) years from date of disability. Employees shall notify the Center Manager and appropriate Local Union after the first two weeks of absence and each two weeks thereafter, as to status regarding their ability to return to employment.

SECTION 3. OPERATING CENTER SENIORITY

(a) Operating center seniority, by classification, shall control, except as otherwise provided in this Article. Employees shall work off separate seniority lists by classification for each operation center under this Agreement.

(b) Employees who are laid off for a period of five (5) consecutive days, **or ten (10) days in a calendar year**, in a building that contains more than one (1) operation center, shall be allowed to exercise their classification seniority to displace the least senior employee within the same classification in any operational center in such building. The employee must return to his/her original position when work becomes available.

(c) Once a seniority package car driver has been laid off for five (5) consecutive days **or ten (10) days in a calendar year** and has exhausted his/her options above, he/she **may request to** exercise his/her seniority by displacing **one (1) or two (2)** least senior part time employee(s) **starting with** the first part time shift following the driver's normal **start time** in the building in which he/she works. **The package car driver must protect his/her start time for the following day.** The employee will not be able to displace a part time employee with more company seniority or displace a position for which he/she is not qualified to perform.

(d) The employee will be paid at the appropriate part time rate for the work performed in accordance with his/her company seniority **and the part time guarantee will apply.** Full time benefits apply.

(e) Where practicable, drivers working on the sort and load operation will be assigned by seniority.

SECTION 4. PREFERENCE IN HIRING

Employees who are permanently laid off shall have preference in hiring ahead of new hires at other centers or hubs.

SECTION 5. CLOSED OR PARTIALLY CLOSED CENTERS OR HUBS

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

SECTION 6. RECOGNITION OF SENIORITY

Refer to Article 4, Section 3 of the Western Region Supplemental United Parcel Service Agreement.

SECTION 7. EXTRA WORK ASSIGNMENT

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.

All employees with seniority standing shall be given an opportunity for preferential job assignment; provided, such employees are able to do the work. If any dispute arises as to whether the employee is qualified to handle equipment, or perform the work, the Company will grant the employee a trial trip under supervision to determine his/her qualifications.

SECTION 8. TERMINATION OF SENIORITY

(a) Refer to Article 4, Section 4 of the Western Region Supplemental United Parcel Service Agreement.

(b) Employees failing to show for work as scheduled, without notice to the Company, will be given seventy-two (72) hours notice, by certified mail, to their last known address. If the employee fails to report to work or notify the Company within seventy-two (72) hours upon receipt of written notice, a letter will be sent by certified mail to inform the employee and the Union that the employee will be removed from the seniority list, thus terminating their employment.

SECTION 9. BIDDING AND JOB OPENINGS

Refer to Article 6 of the Western Region Supplemental United Parcel Service Agreement.

SECTION 10. PACKAGE AND FEEDER TRANSFERS

Refer to Article 6 of the Western Region Supplemental United Parcel Service Agreement.

ARTICLE 3. FEEDER DRIVERS

SECTION 1. WORK ASSIGNMENT

Feeder drivers, irrespective of domicile, shall work as directed, including, but not limited to loading, unloading, and sorting as directed in any operating location of the Employer. Employees who are required by the employer to work temporarily outside of their domicile shall be reimbursed for necessary and reasonable receipted expenses for travel, room, and meals.

SECTION 2.

Feeder drivers laid off for five (5) consecutive work days will be allowed to displace the least senior package driver, if qualified, in the building he/she works. The employee must return to his/her original position when work becomes available. He/she shall retain his/her full feeder seniority and assume his/her original package seniority.

SECTION 3. BID & DISPATCH RULES

Local feeder driver's bid and dispatch rules not specifically contained herein, shall be mutually agreed to by the Company and each Local Union.

SECTION 4. BACK-UP FEEDER DRIVERS

(a) There shall be established, a list of feeder drivers that have been qualified to perform feeder driver's work in back-up capacity. The list shall be maintained in numerical order as of the date the driver qualifies for the feeder work. Runs will be covered from the backup list which will be in numerical order as of the date the driver qualified for feeder work. Additionally, employees shall be allowed to bid the new openings from the back-up list in the order they were put on the list, not according to their original employment anniversary date with the company.

(b) Once qualified, backup feeder drivers will select their vacations with the regular feeder drivers.

SECTION 5.

(a) Package drivers who are interested in qualifying as a tractor trailer driver, shall so notify the Company in writing. Such employees in seniority order, will be permitted to attend, on their own time, the Company training program which may be established from time to time as the need occurs. The Company agrees to furnish the necessary equipment and instructors.

Employees who have been on the tractor-trailer qualified list for three (3) or more years, who give the Employer ninety (90) days proper written notice, shall be removed from the qualified list.

If no package car driver is interested in qualifying as a tractor trailer driver, the position will be offered first to Article 22.3 employees then to part time employees in seniority order. To be eligible, these employees must meet the same qualifications as an off the street hire excluding previous driving experience and one year of UPS safe driving. They must possess a valid Class A CDL license prior to attending the school.

(b) To qualify for attendance at the tractor-trailer school, an employee must have one (1) year UPS safe driving for the year preceding his application to attend the school.

(c) Upon completion of the tractor-trailer school, the Employer will determine whether the employee is qualified to drive a tractor-trailer and whether the employee will be placed on the qualified list.

(d) To be eligible to move from the qualified list to a tractor-trailer job, an employee must not have had an avoidable accident during the year preceding his assignment to a tractor-trailer job.

(e) New tractor-trailer openings or vacancies will be filled from the list of qualified employees in accordance with Article 3, Section 4. In the event no employee on the list of qualified employees elects to fill an opening, the employee with the least seniority on the list must fill the opening.

ARTICLE 4. COMBINATION EMPLOYEES COVERED UNDER ARTICLE 22.3 OF THE NMUPS AGREEMENT

Only part time or existing full time employees in the “22.3” classification shall fill newly created or open full time combination jobs.

The initial open or new position and the subsequent opening will be filled by bidding within the “22.3” full time classification. The resulting open position will be offered to the senior part time employee per local procedure, unless otherwise mutually agreed upon by the Company and the Union.

The only exception to this paragraph would be if a full time driver is permanently disqualified from obtaining a D.O.T. Physical Card. That driver would have the option to bid into an open 22.3 position prior to offering the position to a part-time employee. The driver must be physically fit and qualified to perform the essential functions of the new job. The disqualified driver would end tail into the 22.3 seniority list but would retain his full-time seniority date for fringe benefits such as weeks of vacation, sick leave, etc. The rate of pay would be that of a full time 22.3 employee.

The full time combination jobs shall be awarded by facility, by “22.3” full time classification or by part time company seniority, whichever is applicable as stated in paragraph one above. (The Salt Lake Hub facility and the Salt Lake Air facility will be considered as one regarding the movement of part time employees to full time positions.)

These full time combination jobs shall be a classification unto themselves, except as stated in paragraph 2 above.

An employee who successfully qualifies for a full time inside combo position shall remain in that position for a minimum of three (3) months. However, this would be waved should a full time package driving position become available.

Part time employees will follow procedures as outlined in Article 7 of the WRS/UPS Agreement when requesting full time positions.

The Employer's Human Resource Department will maintain two lists: one list for full time combination positions and the other for full time driving. Company seniority will prevail when awarding full time package driving positions.

Until an employee gains seniority as a full time package car driver, he/she will have the option of working their regular full time "22.3" job if package driving work is not available. If not practicable to work their regular inside full time position, he/she can work any combination of part time jobs for which he/she is qualified in order to be made whole for eight hours pay.

Failure to qualify for a "22.3" position shall be in accordance with Article 7 in the WRS/UPS Agreement.

Article 6, Section 5, as well as Article 7 in the WRS/UPS Agreement shall apply to all employees who are awarded a newly created full time combination position. The employees selecting one of the original second year full time combination jobs and were awarded retro pay shall be dovetailed onto the new "22.3" seniority list by using his/her part time seniority date. Thereafter, the applicable language in the J.C.#3 Package Rider referring to seniority in Article 2 will prevail.

Coverage for all planned and unplanned absences for these combination full time jobs shall be performed by qualified part time employees.

Should any employee working a full time combination job have his/her work day: 1) permanently reduced to less than eight hours; 2) is bumped by a senior employee; or 3) whose work is permanently eliminated shall have the following options:

Bump the least senior employee on his/her seniority list.
Dovetail their company seniority into any part time position within their facility for which they are qualified at the appropriate part time wage rate.

Any such employee who returns to the part time seniority list shall have the first opportunity to select the next open or newly created

full time combination job. When such employee returns he/she will retain their original seniority position on the full time combination job list with the appropriate pay rate.

If the start time should be permanently changed by more than two (2) hours, the affected employee shall be allowed to bump any less senior employee within the "22.3" classification. This bumping will cease once it is established that two employees will have to be trained in a new job for which they were not previously qualified to perform, unless mutually agreed upon by the Company and the Union.

Employees awarded these newly created full time jobs under NMUPS Agreement, Article 22.3, will not be eligible for utility, air exception, or extra inside work until all other part time employees have been offered that work.

For benefit purposes part time employees moving to a full time combination job classification are to be treated the same as a part time employee moving to a full time package driving classification.

All Article 22.3 job opportunities offered for bid within a Local Union's jurisdiction shall be specific as to the work to be performed. After successfully completing the probationary period a 22.3 Combination Job employee may request a preferred job opportunity within his/her bid time frame. These job opportunities shall be selected from vacated positions or newly created work. The 22.3 Combination employees preferred work selection shall not adversely affect the operation of the employer. There shall be no bumping and seniority shall prevail.

ARTICLE 5. SEASONAL PERIOD

SECTION 1. SEASONAL DATE

The seasonal period shall be defined as the period October 1 through December 31, or May 15 to August 31, inclusive of any year.

SECTION 2. SEASONAL EMPLOYEES

A seasonal employee is a temporary employee who is hired between October 1 and December 31, or May 15 to August 31 inclusive of any year. He/she shall not accrue seniority or service credit for any purpose during this period excepting contributions for pension based on compensable hours. Any employee

hired prior to October 1 or May 15 of any year shall continue to accrue seniority during this seasonal period in accordance with seniority provision of this Agreement. In classroom training conducted outside the seasonal period will not count as time toward seniority attainment.

Employees recalled after December 31, or August 31, shall commence their probationary period, and shall attain seniority after working forty (40) days within a one hundred and twenty (120) day period.

ARTICLE 6. WORK DAY – WORK WEEK

SECTION 1. PACKAGE DELIVERY DRIVERS

Refer to Article 20, Section 2(a, b, c) of the Western Region Supplemental United Parcel Service Agreement.

SECTION 2. DAILY GUARANTEE

(a) Employees reporting for work pursuant to instructions, but not worked, are guaranteed eight (8) hours work or pay at the appropriate rate, except for the last package delivery driver. Such driver shall be guaranteed four (4) hours pay. There shall be a minimum of eight (8) hours pay for full-time employees who are worked on any premium day.

(b) The daily guarantee shall apply except when there are conditions beyond the Employer's control; such as fire, flood, destruction, strikes, snowstorms, or acts of God; and these conditions cause a curtailment of all or part of the Employer's operation.

SECTION 3. DAILY OVERTIME

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

SECTION 4. WEEKLY OVERTIME

(a) All work performed on the employees scheduled day off shall be paid at the rate of time and one half (1 1/2).

(b) Feeder drivers, whose bid start time is delayed more than eight (8) hours and the delay extends past midnight on the last day of their bid work week, shall be paid at the rate of time and one half (1 1/2)

for all hours worked in cases of such delayed start times. It is understood and agreed that this provision shall be applicable only to delayed start times that are necessary on the last day of the affected feeder drivers bid work week, whether that bid work week be a four (4) ten (10) hour work week or a five (5) eight (8) work week and irrespective of what day of the work week the bid week commences.

SECTION 5. CALL BACKS

- (a) Any employee required to report back to work after more than a thirty (30) minute intermission after completing their 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.
- (b) Mechanics called for emergency work shall be paid not less than two (2) hours pay for each time called out, at time and one half (1 1/2) the regular hourly rate.

SECTION 6. STARTING TIMES – PACKAGE DRIVERS & MECHANICS

- (a) Starting times for all employees, excluding feeder drivers, shall be scheduled by Friday of the preceding work week for the following work week. Feeder driver starting times shall be posted at the time of annual bids and when necessary; to permanently change such start times, the change shall be scheduled not later than the Friday of the preceding work week for the following work week.
- (b) An employee shall be notified of a change of his/her starting time for the following day at the end of the tour of duty.
- (c) An employee shall be given reasonable notice when being advised not to report to work.
- (d) An employee called to work shall be allowed sufficient time, not to exceed one (1) hour, without pay, to get to the center or hub.

SECTION 7. STARTING TIMES – FEEDER DRIVERS

The Company shall notify feeder drivers at least one (1) hour ahead of normal starting time of any delay of their normal starting time.

In the event, subsequent to the first notification of change of starting time, another change is necessary, the feeder starting time for pay purposes shall be that of the initial changed starting time.

SECTION 8. FEEDER DRIVERS - FOUR (4)/TEN (10) HOUR WORK WEEK

(a) Any four (4) ten (10) hour days in a seven (7) day period shall constitute a normal work week. All time worked in excess of ten (10) hours a day shall be paid as overtime at one and one half (1 1/2) times the regular straight time rate. Drivers who are assigned to a work week schedule of four (4) ten (10) hour days, reporting for work pursuant to instructions, but not worked, are guaranteed ten (10) hours work or pay at the appropriate rate.

(b) Drivers who are assigned to a work week schedule of four (4) ten (10) hour days shall receive ten (10) hours pay for each day of sick leave, funeral leave, jury duty pay and holidays that occur during a scheduled work week. However, accrued sick leave that is cashed out at the end of a contract year and holidays that occur outside a normal scheduled work week shall be paid at the rate of eight (8) hours pay.

ARTICLE 7. COMBINATION JOBS (FULL-TIME REGULAR EMPLOYEES)

It is anticipated that the changing nature of the Employer's business will result in some job combinations. A regular full-time employee may be required to work in more than one job classification within any work day, where applicable. When such combination jobs are made, the Employer will pay the employee according to the following; when an employee is required to spend more than one (1) hour of his/her work day in a job providing a higher rate of pay, he/she shall receive the higher rate for the remainder of the shift.

ARTICLE 8. INSPECTION PRIVILEGES

The Union has the right to inspect and copy payroll records pertaining to employees performing bargained for unit work in relation to wages, overtime, holidays, vacations and all other fringe time.

Employees shall have access to the Personnel Files and Evaluation

Forms before or after working hours. Exception would be when a Business Agent is involved in investigating a grievance.

ARTICLE 9. 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 10. WORK ASSIGNMENTS

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. The Union agrees that the Employer must train employees and must prevent service failures.

Accordingly, the parties agree that Supervisors will not perform the work of the employees they supervise, except during training demonstration and safety education; and supervisors will not perform union member's work until all reasonable efforts have been exhausted to have the work covered by Union employees of United Parcel Service.

ARTICLE 11. UTILITY DRIVERS

(a) It is agreed that package operations may hire utility drivers. Regular part-time employees (in order of seniority) who desire to be considered as a utility driver shall submit a letter of intent to his/her center manager. Those employees who successfully meet the qualification standards for UPS drivers will be considered for the utility driving job. In buildings where there are more than one package center, the utility driver shall choose the center he/she wants to be permanently assigned to prior to classroom training. They must make themselves available on a daily basis unless mutually agreed by the company and union. Failure to be available for utility work may be grounds for being removed from the utility driving list.

(b) The rate of pay shall be the starting rate of pay for the package car driver or their inside rate of pay, whichever is greater.

(c) The Employer shall work utility drivers in company seniority order within their assigned center. These utility drivers may be used

to cover absentees, overflow work, vacations, etc., but will continue to be carried on their appropriate part-time seniority list. Should any such employee work more than eight (8) hours in any combination of work in one day, all time in excess of eight (8) hours in that day will be at time and one half (1 1/2) Utility drivers who work in centers located in Hub buildings where Hub work is available will be guaranteed eight (8) hours pay. In other locations where Hub work is not available, the eight (8) hour guarantee will not apply.

ARTICLE 12. WORK PROVISIONS

Appropriate members shall perform garage or repair work except in cases of emergency when it becomes necessary to make minor repairs or change of tires in order to keep rolling.

ARTICLE 13. LAYOVER

On layover runs the Company shall reimburse such driver for the full cost of food, **not to exceed thirty dollars(\$30.00)**, and lodging at the layover point upon presentation of proper receipts.

ARTICLE 14. REST PERIODS

Package Drivers may take less than the one (1) hour unpaid lunch period, but not less than thirty (30) minutes. A one (1) hour lunch period may be required due to operational needs. Requests for a thirty (30) minute lunch will not be unreasonably denied.

Other full time employees shall take lunches based on the current practice.

It is agreed that a fifteen (15) minute paid rest period will be allowed all full time employees. Package drivers will take a rest period during mid-morning hours. The lunch period will not start before the employee has been on duty three (3) hours and will be completed before the start of the sixth (6th) hour. The unpaid lunch period may not be fractured except by mutual agreement of the Employer and the Union.

ARTICLE 15. HOLIDAYS

SECTION 1.

The following holidays shall be observed and paid to all seniority employees. Seniority employees shall receive eight (8) hours pay at their regular rate of pay.

New Year's Day	Memorial Day
July 4 th	Labor Day
Thanksgiving Day	Day After Thanksgiving
Christmas	New Year's Eve
(4)Personal Holidays	

SECTION 2. HOLIDAY ELIGIBILITY

(a) Seniority employees shall be paid for all holidays, regardless of when they occur, except holidays occurring after sixty (60) continuous days off for illness or injury.

(b) In order to be eligible for holiday pay as outlined above, seniority employees must work the scheduled work day before and after the holiday.

(c) Employees will not be entitled to any personal holidays until after they have been on the payroll for one (1) year.

SECTION 3. SUNDAY HOLIDAYS

Should any of the named holidays fall on Sunday, the next following Monday shall be considered the holiday for those employees regularly scheduled to work Monday through Friday. Those employees assigned to a work week beginning on Sunday shall observe the holiday on the day it occurs.

SECTION 4. WORK ON HOLIDAYS

Work performed on holidays shall be compensated at time and one half (1 1/2), plus holiday pay. Employees with regular shifts overlapping a holiday shall have holidays advanced or delayed, and, in either case, same shall be celebrated and paid as a holiday.

SECTION 5. ADVANCE OR DELAY OF HOLIDAY

Employees whose regular shift begins and/or ends on a holiday shall be paid at the regular rate for those hours into or out of the holiday. The holiday will either be advanced or delayed. In either case it will be celebrated and/or paid as a holiday.

Days off for named holidays may be advanced or delayed in certain operations at the discretion of the Company for operational purposes. The Company agrees to notify the local union involved fifteen (15) days in advance of the change.

SECTION 6. HOLIDAY DURING VACATION

If an employee's vacation period includes a holiday as specified in Article 15, they shall receive the specified holiday pay in addition to their vacation pay, or another day may be added to their vacation by mutual agreement.

SECTION 7. HOLIDAY PAY DURING LAYOFF

Any seniority employee who is laid off within fifteen (15) calendar days prior to a holiday shall be paid for such holiday.

SECTION 8. SELECTION OF PERSONAL HOLIDAYS

(a) An employee selecting a Personal Holiday shall notify the appropriate supervisor as early as possible; however, not less than ten (10) **calendar** days prior to the date he/she has selected as his/her "Personal Holiday".

The supervisor shall either grant or deny the date selected by the employee as the "Personal Holiday" seven (7) **calendar** days prior to the date the employee selected. Once approved, the date selected by the employee shall not be changed by the Company or the employee. Under no circumstances will an employee be allowed to work on the "Personal Holiday".

Seniority shall prevail in the selection of the day to be taken; however, senior employees shall not be allowed to bump junior employees who have been granted their requested day within seven (7) days of the date selected.

(b) In a package or feeder center dispatching one hundred (100) or more drivers, a minimum of four (4) employees will be allowed off per day for their “Personal Holiday”. In a package or feeder center dispatching sixty (60) or more drivers, a minimum of three (3) employees will be allowed off per day for their “Personal Holiday”. In a package or feeder center dispatching thirty (30) or more drivers, a minimum of two (2) employees will be allowed off per day for their “Personal Holiday”. In centers with under thirty (30) drivers, a minimum of one (1) employee will be allowed off per day.

ARTICLE 16. VACATIONS

SECTION 1. VACATION ACCRUAL

All regular employees who have been in the service of the Employer continuously for one (1) year shall be granted one (1) week of vacation with pay. Two (2) years or over, two (2) weeks of vacation with pay. Seven (7) years or over, three (3) weeks of vacation with pay. Ten (10) years or over, four (4) weeks of vacation with pay. Twenty (20) years or over, five (5) weeks of vacation with pay. Twenty-five (25) years or over, six (6) weeks of vacation with pay.

SECTION 2. VACATION PAY

Vacation pay for employees will be forty-five (45) straight time hours of pay for each week of vacation earned.

SECTION 3. OPTION WEEK

(a) Each employee shall receive an additional week off as vacation with forty (40) hours straight time pay or they may elect to take forty (40) hours straight time pay with no time off at their option. Employees will become eligible for the optional week of vacation upon reaching their third (3rd) anniversary with the Company.

(b) Option week will be bid on the regular vacation schedule.

(c) At the posting of the vacation schedule, each employee, who will be eligible, shall indicate which of the options he/she elects to choose.

(d) If time off is selected, the employee shall indicate, when selecting their vacation, the five (5) consecutive days off he/she desires.

Employees shall be allowed to take their eligible weeks in a consecutive manner.

SECTION 4. ELIGIBILITY

In order to be eligible for vacation as described above, an employee must celebrate his/her anniversary each year and must take his/her earned vacation in the following anniversary year.

SECTION 5. PRO-RATED VACATION

(a) All regular employees shall receive prorated vacations after nine (9) months of service at the rate of 1/12 of the determined vacation pay for each month of service.

(b) An employee who retires from the Company, and is entitled to receive payment for prorated unused vacation, shall also be paid a separate additional cash payment equal to the total pension contributions which the Company would have been required to make on behalf of the employee had the employee utilized all accumulated unused vacation prior to retiring (i.e. the number of prorated unused vacation hours multiplied by the hourly pension contribution rate in effect at the time of payment as illustrated in the following example – 40 hours x \$6.60 per hour = \$264.00).

SECTION 6. VACATION SCHEDULE

(a) Vacation selections shall be by seniority within the classification by center. The posted vacation schedule shall show the weeks available for vacation each week. Vacation schedules, by classification, shall be posted on Monday of the second full week in January and remain posted for five (5) full weeks. The top twenty percent (20%) 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 percent (20%) selecting in seniority order. Vacations will be selected for the period beginning March 1, and ending February 29, of the following year.

A minimum of fifteen per cent (15%) of the employees in their classification in a center will be scheduled off each week during the period from the Monday following May 15 through August. The

application of the fifteen per cent (15%) will be applied as follows:

No. of Employees	No. of Vacations Per Week
1-9	1
10-17	2
18-23	3
24-30	4
31-37	5
38-43	6
44-49	7
50-56	8
57-63	9

For the remaining vacation months, the Company will schedule vacations in relation to expected volume with a minimum of one (1) employee on vacation per week. In centers with more than seventeen (17) eligible employees in a classification, a minimum of two (2) employees will be allowed on vacation during the same week for the remaining months.

If all scheduled vacation weeks have not been selected within the time allocated in the above period, the open vacation weeks will be assigned by seniority to the lower senior employees eligible.

The Employer shall have the right to hire vacation replacements. Vacation replacements hired from May 15 through August 31 shall not gain seniority.

On the pay day immediately preceding an employee's vacation, the employee shall be paid vacation pay.

(b) No vacations will be awarded from November 30 through December 25 of any year.

(c) Military Leave, on or off the job injury, sickness, and leave of absence shall not be included in the number of employees scheduled off on vacation each week.

(d) Drivers on layoff, at their option, shall be allowed to utilize

available vacation pay during such layoff. However, vacation time selected during the annual vacation selection process must still be taken as scheduled without pay.

SECTION 7. EFFECTS OF LEAVES OF ABSENCE

Any employee who shall have been absent from work for provable illness for a total not to exceed sixty (60) calendar days, shall be considered for determining vacation privileges, as having been continuously employed. After sixty (60) days, time loss must be made up. Any employee who shall have been absent from work because of an industrial injury for a period not to exceed one hundred eighty (180) calendar days, shall be considered for determining vacation privileges, as having been continuously employed. After one hundred eighty (180) calendar days, time loss must be made up.

SECTION 8. EFFECT OF UNEMPLOYMENT COMPENSATION

If an employee's paid vacation period accrues, or is payable during a period in which he/she 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 17. SICK LEAVE

SECTION 1. ACCRUAL

(a) Seniority employees shall accumulate six (6) days of sick leave each contract year. Sick leave shall accumulate at the rate of four (4) hours per month. Employees will begin to accrue sick leave upon reaching their first anniversary date.

(b) Sick leave benefits shall be payable commencing on the employee's first scheduled working day of sickness or injury.

SECTION 2. AMOUNT OF PAY

Payment for Sick Leave days shall be for an eight (8) hour day, except as otherwise provided for those employees assigned to a four

(4) ten (10) hour work week.

SECTION 3. SICK LEAVE BANK

Sick leave allowance shall be used for bona fide illness of an employee on his/her scheduled work days. Unused sick leave shall be accumulated into a Sick Leave Bank up to seventy-five (75) days maximum accrual. Said bank to be used for the future illness of an employee as his/her needs may require. Sick leave used shall be deducted from the Bank. Sick leave taken will be at the employee's current rate of pay.

SECTION 4. CASH OUT

(a) Accrued sick leave shall be cashed out on the effective date of each contract year for any accrued sick leave over seventy-five (75) days. Cash out of accrued sick leave shall be at the rate of pay in effect during the accrual period. At the time of termination all accrued sick leave must be cashed out.

(b) An employee who retires from the Company, and is entitled to receive payment for prorated unused sick leave pay, shall also be paid a separate additional cash payment equal to the total pension contributions which the Company would have been required to make on behalf of the employee had the employee utilized all accumulated unused sick leave pay prior to retiring (i.e. the number of prorated unused sick leave pay hours multiplied by the hourly pension contribution rate in effect at the time of payment as illustrated in the following example – 40 hours x \$6.60 per hour = \$264.00).

SECTION 5. COORDINATION OF BENEFITS

A seniority employee who is collecting Workmen's Compensation temporary disability benefits shall not receive sick leave benefits as provided herein, unless such Workmen's Compensation temporary disability benefits are less than the amount of the sick leave benefits provided herein for the same period. The employee shall receive sick leave benefits in addition to such Workmen's Compensation temporary disability benefits in an amount sufficient to equal the amount of sick leave benefits he/she would have received as provided herein.

ARTICLE 18. PENSION

SECTION 1. CONTRIBUTIONS

(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.

Overtime hours, production/incentive bonus hours, holidays, personal holidays, jury duty, funeral leave, sick pay, and vacation time paid, but not worked, shall be considered as time worked for the purpose of pension payments into the Western Conference of Teamsters Pension Trust Fund. However, no payments shall be made for unused sick pay benefits or pro-rated payments made in cases of separation from the Company.

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 for full-time employees) during the probationary period as defined in Article 2, Section 1 of the WRSUPS Agreement, but in no case for a period longer than the first ninety (90) calendar days from an employee's first date of hire. If and when this period is completed, the full standard contribution rates shall apply. Contributions shall be calculated on the same basis as described in this Section.

(b) The Employer shall pay the following amounts on the effective dates shown for all employees covered herein:

*(NOTE: The online IBT document;
<http://teamster.org/sites/teamster.org/files/5211375281jc3ups3.pdf>
that shows the negotiated changes between the previous Joint Council 3 Riders and the 2013-2018 Riders, does not show updates to the pension contribution rates that were in this space in the previous Rider.)*

(c) For PEER contribution refer to Article 30, Section 4 of the Western Region Supplemental United Parcel Service Agreement.

(d) 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 as indicated above, this Agreement may not be modified, terminated or rescinded by the parties, directly or indirectly, without the express written consent of the Trustees.

(e) Effective August 1, 2008 payment of pension contributions during periods of absence due to disability, whether compensated or not shall be remitted as follows:

Full-time employees who qualify for worker's compensation, state disability compensation or short term disability under their respective health and welfare plan shall have pension contributions remitted on their behalf for a maximum of three (3) months in a calendar year. Such contributions shall be remitted for a period(s) of absence immediately following contributions for active employment. It is understood that contributions for employees on probation shall be paid at the \$0.10 rate for a period not longer than ninety (90) calendar days from an employee's hire date.

In those cases where three (3) month maximum carries over into the next calendar year, contributions will continue until the three (3) month maximum is met. Any carry-over shall not count toward the maximum for the current calendar year.

This provision does not permit contributions to exceed two thousand eighty (2080) hours in any calendar year. Contributions during periods of disability absence shall be paid at eight (8) hours per work day missed.

SECTION 2. TRUST REQUIREMENTS

Payments shall be made into the Western Conference of Teamsters Pension Trust Fund on account of each member of the bargaining unit for each hour for which compensation is paid. The total amount due for each calendar month shall be remitted in a lump sum not later than twenty (20) days after the last business day of each month. The Employer agrees to abide by such rules as may be established by the Trustees of said Trust Fund to facilitate the determination of the hours for which contributions are due, the prompt and orderly collection of such amounts, and the accurate reporting and recording of such hours and such amounts paid on account for each member of the bargaining unit. Failure to make all payment

herein provided for within the time specified shall be a breach of this Agreement. In the event the Employer fails to make the monetary contributions, the Union may, without liability therefore, take any economic action against the Employer it deems necessary and such shall not be a violation of this Agreement.

ARTICLE 19. HEALTH AND WELFARE LOCALS 2 AND 190

SECTION 1. ELIGIBILITY CONTRIBUTION

(a) Effective August 1, 2008 the Employer shall pay into a fund established for the purpose of administration of certain benefits known as the Montana Teamsters Employers Trust, UPS Benefits, or its successor, the sum of six hundred and one thousand sixty-two dollars (\$1,062.00) per month for each employee who has received compensation for eighty (80) hours or more in the preceding month. The payments will become effective on the first day of August, 2008 for July, 2008 hours worked and shall continue to be made by the Employer into said fund, without cost to the employee, and shall be made on behalf of any employee who has met the above eligibility requirements. Should the premium, on the coverage described herein, increase during the life of this Agreement, including retiree coverage, the Employer shall pay such increases in order to maintain the level of benefits provided.

(b) Employees hired between October 1 and December 31 and May 15 and August 31 shall not be considered eligible employees for the purpose of this Article, provided, however, should such an employee be retained on the payroll after January 1, hours worked in December; or after September 1, hours worked in August, shall be considered in determining eligibility for health and welfare contributions.

SECTION 2. PAYMENTS DURING LEAVES FOR ILLNESS OR INJURY

If an employee is absent because of illness or off-the-job injury and notified the Employer of such absence, the Employer shall continue to make the required contributions for the month in which such absence occurs. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than six (6) months beginning with the first month

after contribution for active employment ceases.

SECTION 3. PAYMENTS DURING OTHER LEAVES

During a leave of absence and during periods of temporary layoff, strike, lockout, or other labor disputes during which an employee is not gainfully employed by the Employer, the employee may maintain on their own behalf the payments to said fund by paying the above described amount monthly to the Montana Teamsters Employment Trust.

SECTION 4. TRUST REQUIREMENTS

(a) The Employer, party to this Agreement, shall contribute the sum by the twentieth (20th) of each month for each regular qualified employee covered by this Agreement. Such contributions shall be paid to the appropriate administrative office as directed by the Trustees of the Montana Teamster Employer Trust. The monies paid under this Article shall be used to provide health and welfare and related benefits.

(b) The nature and amounts of such benefits shall be determined from time to time by the Trustees of the Montana Teamster Employers Trust, except as otherwise expressly provided in this Article.

(c) By the execution of this Agreement, the parties accept the provisions of the Montana Teamsters Employers Trust Agreement, as it may be revised from time to time and ratify all action theretofore taken or taken hereafter by the Trustees thereof acting within the scope of their authority thereunder, subject to the restrictions set forth in this Agreement.

(d) Contributions not paid by the established due dates shall be considered delinquent. Action for collection of delinquent contributions may be instituted by the Local Union or the Trustees of the Montana Teamsters Employers Trust.

(e) Employers who are delinquent shall pay all attorney fees and other cost of collection.

ARTICLE 20. HEALTH AND WELFARE LOCALS 222 AND 983

SECTION 1. CONTRIBUTIONS

SECTION 2. MAINTENANCE OF BENEFITS

*(NOTE: The online IBT document;
<http://teamster.org/sites/teamster.org/files/5211375281jc3ups3.pdf>
that shows the negotiated changes between the previous Joint Council 3
Riders and the 2013-2018 Riders, does not show updates to the health
insurance information that was in the above two sections in the previous Rider.)*

SECTION 3. REQUIREMENTS FOR CONTRIBUTIONS

(a) The contributions paid under this Section shall be used to provide health and welfare, dental and vision benefits.

(b) 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. Failure to make all payments herein provided for, within the time specified, shall be a breach of this Agreement.

(c) It is agreed that the plan established shall be in conformance with all applicable laws, and payment by the Employer shall not be considered wages to the employee.

SECTION 4. HEALTH AND WELFARE & VISION CARE ELIGIBILITY

(a) An employee becomes initially eligible for benefits on the first

(1st) day of the month following the completion of three (3) calendar months of employment during each of which months he worked as a “REGULAR” employee.

(b) Contributions are to be paid to said fund on behalf of all “REGULAR” employees, including the three (3) months worked prior to establishment of eligibility.

(c) Employees hired between October 1 and December 31, and May 15 and August 31, shall not be considered eligible employees for the purpose of this Article; however, should such an employee be retained on the payroll after January 1, hours worked in December, or after September 1, hours worked in August, shall be considered in determining eligibility for health and welfare contributions.

SECTION 5. DENTAL CARE ELIGIBILITY

An employee becomes initially eligible for dental care benefits on the first day of the month next following the completion of nine (9) consecutive months of employment during each of which months he worked as a “REGULAR” employee. Contributions are to be paid to said Fund on behalf of all regular employees including the nine (9) months worked prior to establishment of eligibility.

SECTION 6. TRUSTEES AUTHORITY TO ACT

The nature and amounts of such benefits and eligibility requirements for benefits shall be determined from time to time by the Trustees of the Utah-Idaho Teamsters Security Fund.

SECTION 7. ON-THE-JOB INJURY

If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contribution shall not be paid for a period of more than six (6) months beginning with the first month after contribution for active employment ceases.

SECTION 8. ACCEPTANCE OF TRUST

By the execution of this Agreement, the parties hereto accept the

provisions of the Agreement and Declaration of Trust of the Utah-Idaho Teamsters Security Fund as it may be revised from time to time and agree to enter into the appropriate Trust Agreements and ratify all actions heretofore taken or to be taken hereafter by the Trustees acting within the scope of their authority thereunder. The Employer accepts the Employer Trustees under such agreement.

SECTION 9. DEFINITION OF REGULAR FULL-TIME EMPLOYEES FOR CLASSIFICATIONS OTHER THAN PACKAGE CAR DRIVERS:

A “REGULAR” employee, for purposes of this Agreement, shall be any employee who has completed thirty (30) working days within a one hundred twenty (120) consecutive day period. The Employer is required to pay the stipulated contribution on any new employee who has served the thirty (30) working days probationary period.

SECTION 10. DEFINITION OF REGULAR FULL-TIME EMPLOYEES WORKING IN THE CLASSIFICATION OF PACKAGE CAR DRIVER:

A “REGULAR” employee, for purposes of this Agreement, shall be any employee who has completed a probationary period of at least thirty (30) working days, but not more than forty (40) working days within a one hundred and twenty (120) consecutive working day period as describe in Article 4, Section 1 – Probationary Trial Period, paragraph (b) Trial Period (Package Car Driver) of the Western Region Supplemental Agreement. The Employer is required to pay the stipulated contribution on any new package car driver who has served the required probationary period as defined in this Section.

ARTICLE 21. SAVINGS

Effective August 1, 1990, the Employer shall pay into the Pacific Coast Benefits Trust Fund for the account of each employee working under this Agreement, the sum of ten cents (\$.10) per hour worked not to exceed 173 hours per month or \$17.30 per month per employee.

Payments shall be made into the Pacific Coast Benefits Trust Fund on account of each member of the bargaining unit for each hour for which compensation is paid. The total amount due for each calendar month shall be remitted in a lump sum not later than twenty (20) days after the last business day of each month. The Employer agrees to abide by such rules as it may be established by the Trustees of said Trust Fund to facilitate the determination of the hours for which contributions are due, the prompt and orderly collection of such amounts and the accurate reporting and recording of such amounts paid on account of each member of the bargaining unit.

Failure to make all payments herein provided for within the time specified shall be a breach of this Agreement. In the event the Employer fails to make the monetary contributions, the Union may, without liability therefore, take any economic action against the Employer it deems necessary and such shall not be a violation of this Agreement.

ARTICLE 22. LEGAL SERVICES TRUST FUND

The Employer agrees to contribute fifteen cents (\$.15) per hour up to a maximum of twenty-five dollars and ninety-five cents (\$25.95) per month for each regular employee into the Western Conference of Teamsters Legal Services Trust Fund for the purpose of providing for employees and their dependents, legal benefits as provided by the Trust.

ARTICLE 23. COST OF LIVING

Cost of Living shall apply to employees in accordance with the National Master UPS Agreement.

ARTICLE 24. CLASSIFICATION – WAGES

SECTION 1. FULL-TIME WAGE INCREASES

All full-time employees who have attained seniority as of August 1, 2008 will receive the general wage increases in accordance with Article 41 of the National Master UPS Agreement.

SECTION 2. LOCAL 222 & 983 – FULL TIME EMPLOYEES RETIREES HEALTH & WELFARE WAGE ALLOCATION

All full-time employees in the jurisdiction of Teamsters Local 222 and 983 elected to allocate wages to fund the benefits of the Health and Welfare Plan For Retirees of United Parcel Service through the Utah-Idaho Teamsters Security Fund.

Currently, one dollar and twenty-five cents (\$1.25) per hour is deducted from the hourly wage of all full-time employees on all compensable hours to fund this benefit.

SECTION 3. PACKAGE CAR DRIVERS

SECTION 4. TRACTOR TRAILER DRIVERS - HOURLY

SECTION 5. TRACTOR TRAILER DRIVERS – MILEAGE

SECTION 6. MECHANICS

(NOTE: The online IBT document; <http://teamster.org/sites/teamster.org/files/5211375281jc3ups3.pdf> that shows the negotiated changes between the previous Joint Council 3 Riders and the 2013-2018 Riders, does not show updates to the wage rates that were in the above four sections in the previous Rider.)

SECTION 6. MECHANICS

Tool Allowance

The Employer shall reimburse the employee for the loss of required hand tools and/or tool boxes 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 tool boxes which have been listed on an appropriate inventory form filed with the Employer. The employee will notify the Employer whenever the

employee removes his/her tools and/or tool boxes from the Employer's premises.

SECTION 7. COMBINATION EMPLOYEES

Full-time Combo/Air Driver refer to Article 40 of the National Master Agreement.

Other Full-time inside employees refer to Article 41 of the National Master UPS Agreement.

SECTION 8. PAYROLL ERRORS

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 provisions.

ARTICLE 25. DURATION

This Agreement shall be in full force and effect from **August 1, 2013** to and including **July 31, 2018**, and shall continue from year to year thereafter, unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration.

In Witness Whereof, the parties hereto have set their hands and seals this _____ day of _____ to be effective as of **August 1, 2013**, except as to those areas where it has been otherwise agreed between the parties.

FOR THE UNION:

**TEAMSTERS JOINT COUNCIL #3 -
MONTANA, UTAH, IDAHO**

FOR THE EMPLOYER:

UNITED PARCEL SERVICE

Joint Council No. 3

Sort

and

United Parcel Service

Supplemental Agreement

to the

NATIONAL MASTER

UNITED PARCEL SERVICE

AGREEMENT

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

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U.P.S.

SORT AGREEMENT

JOINT COUNCIL NO. 3 (Montana, Utah, Idaho)

LOCAL UNION NO.'S 2, 190, 222, 983

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

PREAMBLE

The execution of this Addendum to the Joint Council No.3, (Montana, Utah, Idaho), Rider Agreement and the Western States Supplement and the National Master United Parcel Service Agreement on the part of the Employer shall cover all operations of the Employer in, between, and over the jurisdiction areas of Teamsters Local Unions, 2, 190, 222, 983 and into and out of contiguous territory and shall have application to the work performed within the classifications defined and set forth herein.

ARTICLE 1. PARTIES TO THE ADDENDUM

SECTION 1. OPERATIONS COVERED

The execution of this Addendum on the part of the Employer shall cover all employees of the Employer in the bargaining unit at any centers, new centers, buildings, and any other operations of the Employer within the jurisdiction of the Local Unions signatory to this Addendum as determined, or may be determined, by the International Brotherhood of Teamsters with regard to wages, hours and other conditions of employment.

SECTION 2. EMPLOYEES COVERED

Employees covered by this Agreement shall be construed to mean sorters, pre-loaders and all other inside employees working in clas-

sifications set forth in the Wage Schedule of this Addendum or any other classification mutually agreed on by the parties during the life of this Agreement.

ARTICLE 2. SENIORITY

SECTION 1. PROBATIONARY PERIOD

Refer to Article 4 Section 1 of the Western Region Supplemental United Parcel Service Agreement.

SECTION 2. SENIORITY LISTS

(a) There shall be a separate seniority list (by classification) by sort operation for all employees covered herein. Seniority shall prevail in all layoffs and rehires. When an employee moves from one seniority list to another separate seniority list, then his/her seniority date for vacation selection, layoff, rehire and bidding, if appropriate on the list to which he/she transferred, shall be the date of transfer to the new position. All other benefits to apply as per Company seniority.

(b) Refer to Article 4, Section 2b of the Western Region Supplemental United Parcel Service Agreement.

(c) Employees disabled due to illness, disease or injury shall not lose seniority for three (3) years from date of disability. Employees shall notify the Center Manager and appropriate Local Union after the first two (2) weeks of absence and each two (2) weeks thereafter, as to their status regarding ability to return to employment.

SECTION 3. OPERATING CENTER SENIORITY

Operation center seniority by classification shall control, except as otherwise provided in this Article. Employees shall work off separate seniority lists by classification for each operation center under this Agreement.

Employees who are laid off for a period of five (5) consecutive days, in a building that contains more than one (1) operating center, shall be allowed to exercise their classification seniority to displace the least senior employee within the same classification in any other operational center in such building. The employee must return to

his/her original position when work becomes available. **Employees that have their job permanently eliminated can exercise their seniority to displace the least senior part-time employee within any other preferred position on their shift for which they are qualified. Employees selecting a sort or pick off position will be allowed a 30 day pre-qualification period on their own time from the date of original notification from the Company of their job elimination. In all instances the employee must have more company seniority than the employee being displaced. The displaced employee will be assigned by the Company.**

SECTION 4. PREFERENCE HIRING

Employees who are permanently laid off shall have preference in hiring ahead of new hires at other centers or hubs.

SECTION 5. CLOSED OR PARTIALLY CLOSED HUBS OR CENTERS

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

SECTION 6. RECOGNITION OF SENIORITY

Refer to Article 4, Section 3 of the Western Region Supplemental United Parcel Service Agreement.

SECTION 7. EXTRA WORK ASSIGNMENT

All extra work shall be according to seniority standing wherever practicable. Extra employees without seniority shall not work an overtime or premium shift when regulars are available. All employees with seniority standing shall be given an opportunity for preferential job assignment; provided, such employees are able to do the work. If any dispute arises as to whether the employee is qualified to handle equipment, or perform the work, the Company will grant the employee a trial trip under supervision to determine his/her qualifications.

An employee may not work more than two (2) shifts in any twenty four (24) hour period, including work as an air driver, unless by mutual agreement.

SECTION 8. TERMINATION OF SENIORITY

(a) Refer to Article 4, Section 4 of the Western Region Supplemental United

Parcel Service Agreement.

(b) Employees failing to show for work as scheduled, without notice to the Company, will be given seventy two (72) hours notice, by certified mail, to their last known address. If the employee fails to report to work or notify the Company within seventy two (72) hours upon receipt of written notice, a letter will be sent by certified mail to inform the employee and the Union that the employee will be removed from the seniority list, thus terminating their employment.

SECTION 9. BIDDING AND JOB OPENINGS

(a) All part-time openings shall be filled following procedures outlined in Article 6, Section 4 of the Western Region Supplemental United Parcel Service Agreement.

(b) Part-time openings then shall be offered to all part-time employees within the jurisdiction of the Local Union and the State boundaries only, prior to hiring from the outside.

(c) The jurisdictional area of Local Unions 2 and 190 shall be combined. Employees with good work records interested in filling vacancies in other buildings shall indicate their preference in writing to the Company. It is understood that the provisions described herein shall apply for only the original opening. The employee awarded the position shall be responsible for any subsequent personal moving expense, if applicable, and shall have his/her center seniority date placed at the bottom of the center's part-time seniority list and retain their Company seniority for the purpose of fringe benefits only.

ARTICLE 3. WORK DAY-WORK WEEK

SECTION 1. ALL EMPLOYEES

Any five (5) consecutive days in a seven (7) day period shall constitute a normal work week.

SECTION 2. DAILY GUARANTEE

(a) Regular employees reporting for work shall be guaranteed a minimum of three and one half (3 1/2) hours pay or work.

(b) The daily guarantee shall apply except when there are conditions beyond the Employer's control; such as fire, flood, destruction, strikes, snowstorms, or acts of God; and these conditions cause a curtailment of all or part of the Employer's operation.

SECTION 3. OVERTIME PAY

(a) Should any such employee work more than five (5) hours in any twenty-four (24) hour period, they shall receive time and one half (1 1/2) for all hours worked beyond the fifth (5th) hour.

(b) All work performed on an employee's scheduled day off shall be paid at the rate of time and one half (1 1/2).

SECTION 3. STARTING TIME

(a) An employee shall be given reasonable notice when being advised not to report for work.

(b) An employee called to work shall be allowed sufficient time not to exceed one (1) hour without pay to get to the center or hub.

ARTICLE 4. INSPECTION PRIVILEGES

The Union has a right to inspect and copy payroll records pertaining to employees performing bargained for unit work in relation to wages, overtime, holidays, vacations and all other fringe items. Employees shall have access to the Personnel Files and Evaluation Forms before or after working hours. Exception would be when a Business Agent is involved in investigating a grievance.

ARTICLE 5. 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 6. WORK ASSIGNMENT

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. The Union agrees that the Employer must train employees and must prevent service failures.

Accordingly, the parties agree that supervisors will not perform the work of the employees they supervise except during training, demonstration, and safety education; and supervisors will not perform union member's work until all reasonable efforts have been exhausted to have the work covered by Union employees of United Parcel Service.

ARTICLE 7. UTILITY DRIVERS

(a) It is agreed that package operations may hire utility drivers. Regular employees (in order of seniority) who desire to be considered as a utility driver shall submit a letter of intent to his/her center manager. Those employees who successfully meet the qualification standards for UPS drivers will be considered for the utility driving job. In buildings where there are more than one package center, the utility driver shall choose the center he/she wants to be permanently assigned to prior to classroom training. They must make themselves available on a daily basis unless mutually agreed by the Company and Union. Failure to be available for utility work may be grounds for being removed from the utility driving list.

(b) The rate of pay shall be the starting rate of pay for the package car drivers or their inside rate of pay, whichever is greater.

(c) The Employer shall work utility drivers in company seniority order within their assigned center. These utility drivers may be used to cover absentees, overflow work, vacations, etc., but will continue to be carried on their appropriate part-time seniority list. Should any such employee work more than eight (8) hours in any combination of work in one (1) day, all time in excess of eight (8) hours in that day will be at time and one half (1 1/2). Utility drivers who work in centers located in hub buildings where hub work is available will be guaranteed eight (8) hours pay. In other locations where hub work is not available, the eight (8) hour guarantee will not apply.

ARTICLE 8. REST PERIODS

Employees shall be allowed a ten (10) minute paid rest period, **scheduled near the middle of their shift.**

ARTICLE 9. HOLIDAYS

SECTION 1.

The following holidays shall be observed and paid to all eligible employees. Eligible employees shall receive four (4) hours pay at their regular rate of pay.

New Year's Day	Memorial Day
July 4th	Labor Day
Thanksgiving Day	Day After Thanksgiving
Christmas	New Year's Eve
(4) Personal Days	

SECTION 2. ELIGIBILITY FOR HOLIDAY

(a) After one year of active employment, employees shall be paid for all holidays, regardless of when they occur, except holidays occurring after sixty (60) continuous days off for illness or injury.

(b) In order to be eligible for holiday pay as outlined above, seniority employees must work the scheduled work day before and after the holiday.

(c) Employees will not be entitled to any personal holidays until they have been on the payroll for one (1) year.

SECTION 3. SUNDAY HOLIDAYS

Should any of the named holidays fall on Sunday, the next following Monday shall be considered the holiday for those employees regularly scheduled to work Monday through Friday. Those employees assigned to a work week beginning on Sunday shall observe the holiday on the day it occurs.

SECTION 4. WORK ON HOLIDAYS

Work performed on holidays shall be compensated at time and onehalf (1 1/2), plus holiday pay. Employees with regular shifts overlapping a holiday shall have holidays advanced or delayed, and, in either case, same shall be celebrated and paid as a holiday.

SECTION 5. ADVANCE OR DELAY OF HOLIDAY

Employees whose regular shift begins and/or ends on a holiday shall be paid at the regular rate for those hours into or out of the holiday. Their holiday will either be advanced or delayed. In either case, it will be celebrated and/or paid as a holiday.

Days off for named holidays may be advanced or delayed in certain operation at the discretion of the Company for operational purposes. The Company agrees to notify the local union and employees involved fifteen (15) days in advance of the change.

SECTION 6. HOLIDAY DURING VACATION

If an employee's vacation period includes a holiday as specified in Article 10, they shall receive the specified holiday pay, in addition to their vacation pay or another day may be added to their vacation by mutual agreement.

SECTION 7. HOLIDAY PAY DURING LAYOFF

Any seniority employee who is laid off within fifteen (15) calendar days prior to a holiday, shall be paid for such holiday.

SECTION 8. SELECTION OF PERSONAL HOLIDAYS

(a) An employee selecting a Personal Holiday shall notify the appropriate supervisor as early as possible; however, not less than ten (10) **calendar** days prior to the date he/she has selected as his/her "Personal Holiday".

The supervisor shall either grant or deny the date selected by the employee as the "Personal Holiday" seven (7) **calendar** days prior to the date the employee selected. Once approved, the date selected by the employee shall not be changed by the Company or the employee. Under no circumstances will an employee be allowed to work on the "Personal Holiday".

Seniority shall prevail in the selection of the day to be taken; however, senior employees shall not be allowed to bump junior employees who have been granted their requested day within seven (7) days of the date selected.

(b) In part time operations, centers working one hundred and twenty (120) or more employees, a minimum of four (4) employees will be allowed off per day for their “personal Holiday”. In part time operations, centers working sixty (60) or more employees, a minimum of three (3) employees will be allowed off per day for their “Personal Holiday”. In part time operations, centers working thirty (30) or more employees, a minimum of two (2) employees will be allowed off per day for their “Personal Holiday”. In centers with under thirty (30) employees, a minimum of one (1) employee will be allowed off per day.

ARTICLE 10. VACATIONS

SECTION 1. VACATION ACCRUAL

All regular employees who have been in the service of the Employer continuously for one (1) year shall be granted one (1) week of vacation with pay. Two (2) years, or over, two (2) weeks of vacation with pay. Seven (7) years or over, three (3) weeks of vacation with pay. Ten (10) years or over, four (4) weeks of vacation with pay. Twenty (20) years or over, five (5) weeks of vacation with pay. Twenty-five (25) years or over, six (6) weeks of vacation with pay.

SECTION 2. VACATION PAY

Vacation pay for employees will be on a twenty (20) straight time hours of pay per week for each week of vacation earned basis.

SECTION 3. OPTION WEEK

(a) Each employee shall receive an additional week off as vacation with twenty (20) hours straight time pay or they may elect to take twenty (20) hours straight time pay with no time off at their option.

(b) Employees shall become eligible for the option week of vacation upon reaching their third (3rd) anniversary with the Company.

(c) Option week to be bid on the regular vacation schedule.

SECTION 4. ELIGIBILITY

In order to be eligible for vacation as described above, an employee must celebrate their anniversary each year and must take their

earned vacation in the following anniversary year.

SECTION 5. PRO-RATED VACATIONS

(a) All regular employees shall receive prorated vacations after nine (9) months of service at the rate of 1/12 of the determined vacation pay for each month of service.

(b) An employee who retires from the Company, and is entitled to receive payment for prorated unused vacation, shall also be paid a separate additional cash payment equal to the total pension contributions which the Company would have been required to make on behalf of the employee had the employee utilized all accumulated unused vacation prior to retiring (i.e. the number of prorated unused vacation hours multiplied by the hourly pension contribution rate in effect at the time of payment as illustrated in the following example – 40 hours x \$6.60 per hour = \$264.00).

SECTION 6. VACATION SCHEDULE

(a) Vacation selections shall be by seniority within the classification by center. The posted vacation schedule shall show the weeks available for vacation each week. Vacation schedules, by classification, shall be posted on Monday of the second full week in January and remain posted for five (5) full weeks. The top twenty percent (20%) 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 percent (20%) selecting in seniority order. Vacations will be selected for the period beginning March 1, and ending February 29, of the following year.

A minimum of fifteen percent (15%) of the employees in their classification in a center will be scheduled off each week during the period from the Monday following May 15 through August. The application of the fifteen percent (15%) will be applied as follows:

No. of Employees	No. on Vacation Per Week
1 – 9	1
10 – 17	2
18 – 23	3
24 – 30	4
31 – 37	5

38 – 43	6
44 – 49	7
50 – 56	8
57 – 63	9

For the remaining vacation months, the Company will schedule vacations in relation to expected volume with a minimum of one (1) employee on vacation per week. In centers with more than seventeen (17) eligible employees in a classification, a minimum of two (2) employees will be allowed on vacation during the same week for the remaining months.

If all scheduled vacation weeks have not been selected within the time allocated in the above period, the open vacation weeks will be assigned by seniority to the lower senior employees eligible.

The Employer shall have the right to hire vacation replacements. Vacation replacements hired from May 15 through August 31 shall not gain seniority.

On the pay day immediately preceding an employee’s vacation, the employee shall be paid vacation pay.

(b) No vacations will be awarded from November 30 through December 25 of any year.

(c) Military Leave, on or off the job injury, sickness, leave of absence shall not be included in the number of employees scheduled off on vacation each week.

(d) Employees shall be allowed to take their eligible weeks’ vacation in consecutive manner.

SECTION 7. EFFECTS OF LEAVES OF ABSENCE

Any employee who shall have been absent from work or provable illness for a total not to exceed sixty (60) calendar days, shall be considered for determining vacation privileges, as having been continuously employed. After sixty (60) days, time loss must be made

up. Any employee who shall have been absent from work because of an industrial injury for a period not to exceed one hundred eighty (180) calendar days, shall be considered for determining vacation privileges, as having been continuously employed. After one hundred eighty (180) calendar days, time loss must be made up.

SECTION 8. EFFECT OF UNEMPLOYMENT COMPENSATION

If any employee's paid vacation period accrues, or is payable during a period in which he/she 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.

SECTION 9. SORT TO FULL-TIME ADDENDUM

For vacation benefit purpose the employee shall receive one half (1/2) seniority credit for all time worked under this Addendum upon transferring to a full time seniority list.

ARTICLE 11. SICK LEAVE

SECTION 1. RATES OF ACCRUAL

(a) Effective August 1, 2000 seniority employees shall accumulate six (6) days of sick leave with pay in any one (1) contract year. Sick leave shall accumulate at the rate of two (2) hours per month. Employees will begin to accrue sick leave upon reaching their first anniversary date.

(b) Sick leave benefits shall be payable commencing on the employee's first scheduled working day of sickness or injury.

SECTION 2. AMOUNT OF PAY

Payment for sick leave days shall be for a four (4) hour day.

SECTION 3. SICK LEAVE BANK

Sick leave allowance shall be used for bona fide illness of an employ-

ee on his/her scheduled work days. Unused sick leave shall be accumulated into a Sick Leave Bank up to seventy-five (75) days maximum accrual. Said Bank to be used for the future illness of an employee as his/her needs may require. Sick leave used shall be deducted from the Bank. Sick leave taken will be at the employee's current rate of pay.

SECTION 4. CASH OUT

(a) Accrued sick leave shall be cashed out on the effective date of each contract year for any accrued sick leave over seventy-five (75) days. Cash out of accrued sick leave shall be at the rate of pay in effect during the accrual period. At the time of termination all accrued sick leave must be cashed out.

(b) An employee who retires from the Company, and is entitled to receive payment for prorated unused sick leave pay, shall also be paid a separate additional cash payment equal to the total pension contributions which the Company would have been required to make on behalf of the employee had the employee utilized all accumulated unused sick leave pay prior to retiring (i.e. the number of prorated unused sick leave pay hours multiplied by the hourly pension contribution rate in effect at the time of payment as illustrated in the following example – 40 hours x \$6.60 per hour = \$264.00).

SECTION 5. COORDINATION OF BENEFITS

A seniority employee who is collecting Workmen's Compensation temporary disability benefits shall not receive sick leave benefits as provided herein, unless such Workmen's Compensation temporary disability benefits are less than the amount of the sick leave benefits provided herein for the same period. The employee shall receive sick leave benefits in addition to such Workmen's Compensation temporary disability benefits in an amount sufficient to equal the amount of sick leave benefits he/she would have received as provided herein.

ARTICLE 12. PENSION

SECTION 1. CONTRIBUTIONS

(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.

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/84 for part-time employees) during the probationary period as defined in Article 2, Section 1 of the WRSUPS Agreement, but in no case for a period longer than the first ninety (90) calendar days from an employee's first date of hire. If and when this period is completed, the full standard contribution rates shall apply. Contributions shall be calculated on the same basis as described in this Section.

Overtime hours, production/incentive bonus hours, holidays, personal holidays, jury duty, funeral leave, sick pay, and vacation time paid for, but not worked, shall be considered as time worked for the purpose of pension payments into the Western Conference of Teamsters Pension Trust Fund. However, no payments shall be made for unused sick pay benefits or pro-rated payments made in cases of separation (excluding retirement) from the Company.

(b) The Employer shall pay the following amounts on the effective dates shown for all employees covered herein:

*(NOTE: The online IBT document;
<http://teamster.org/sites/teamster.org/files/5211375281jc3ups3.pdf>
that shows the negotiated changes between the previous Joint Council 3 Riders and the 2013-2018 Riders, does not show updates to the pension contribution rates that were in this space in the previous Rider.)*

(c) For PEER contribution refer to Article 30, Section 5 of the Western Region Supplemental United Parcel Service Agreement.

(d) 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 as indicated above, this Agreement may not be modified, terminated or rescinded by the parties, directly or indirectly, without the express written consent of the Trustees.

(e) Effective August 1, 2008 payment of pension contributions during periods of absence due to disability, whether compensated or not shall be remitted as follows:

Part-time employees who qualify for worker's compensation, state disability compensation or short term disability under their respective health and welfare plan shall have pension contributions remitted on their behalf for a maximum of three (3) months in a calendar year. Such contributions shall be remitted for a period(s) of absence immediately following contributions for active employment. It is understood that contributions for employees on probation shall be paid at the \$0.10 rate for a period not longer than ninety (90) calendar days from an employee's hire date.

In those cases where three (3) month maximum carries over into the next calendar year, contributions will continue until the three (3) month maximum is met. Any carry-over shall not count toward the maximum for the current calendar year.

This provision does not permit contributions to exceed two thousand eighty (2080) hours in any calendar year. Contributions during periods of disability absence shall be paid at four (4) hours per work day missed.

SECTION 2. TRUST REQUIREMENTS

Payments shall be made into the Western Conference of Teamsters Pension Trust Fund on account of each member of the bargaining unit for each hour for which compensation is paid.

The total amount due for each calendar month shall be remitted in a lump sum not later than twenty (20) days after the last business day of each month. The Employer agrees to abide by such rules as may be established by the Trustees of said Trust Fund to facilitate the determination of the hours for which contributions are due, the prompt and orderly collection of such amounts, and the accurate reporting and recording of such hours and such amounts paid on account for each member of the bargaining unit. Failure to make all payment herein provided for within the time specified shall be a breach of this Agreement. In the event the Employer fails to make the monetary contributions, the Union may, without liability therefore, take any economic action against the Employer it deems necessary and such shall not be a violation of this Agreement.

ARTICLE 13. HEALTH AND WELFARE

Refer to Article 34 Section 2 (Part-time medical coverage) of the National Master UPS Agreement.

ARTICLE 14. COST OF LIVING

Cost of living allowances shall apply to employees in accordance with the National Master UPS Agreement.

ARTICLE 15. CLASSIFICATIONS - WAGES - TRAINING RATES

SECTION 1. SORTERS AND PRELOADERS AND OTHER CLASSIFICATIONS RECEIVING PAY EQUAL TO SORTERS AND PRELOADERS

(a) Present Part-time Employees

(b) Newly Hired Part-Time Employees

(NOTE: The online IBT document; <http://teamster.org/sites/teamster.org/files/5211375281jc3ups3.pdf> that shows the negotiated changes between the previous Joint Council 3 Riders and the 2013-2018 Riders, does not show updates to the wage rates that were in this space in the previous Rider.)

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

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

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

SECTION 2.

(a) A classification will be established for helpers. A helper is defined as a person who may be used to assist the driver in the handling of packages for delivery and pick up purposes only and shall not be permitted to drive package vehicles. Helpers may be used commencing October 15th through December 31st. Any deviations of this language would be by mutual agreement between the Company and the Union.

(b) Helpers will be paid at the “all other” starting rate of pay and 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) Regular part time employees may be used as helpers, and if so used, shall receive their inside rate of pay.

(d) Helpers need not report to a center before commencing work, but may be picked up on the area and commence work at their predetermined start time.

SECTION 3.

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 provisions.

ARTICLE 16. SAVINGS

Effective August 1, 1996 the Employer shall pay into the Pacific Coast Benefits Trust Fund for the account of each employee working under this Agreement, the sum of forty cents (\$.40) per hour worked not to exceed 173 hours per month or \$69.20 per month per employee.

Payments shall be made into the Pacific Coast Benefits Trust Fund on account of each member of the bargaining unit for each hour for which compensation is paid.

The total amount due for each calendar month shall be remitted in a lump sum not later than twenty (20) days after the last business day of each month. The Employer agrees to abide by such rules as may be established by the Trustees of said Trust Fund to facilitate the determination of the hours for which contributions are due, the prompt and orderly collection of such amounts, and the accurate reporting and recording of such hours and such amounts paid on account for each member of the bargaining unit. Failure to make all payment herein provided for within the time specified shall be a breach of this Agreement. In the event the Employer fails to make the monetary contributions, the Union may, without liability therefore, take any action against the Employer it deems necessary and such shall not be a violation of this Agreement.

ARTICLE 17. LEGAL SERVICES TRUST FUND

The Employer agrees to contribute fifteen cents (\$0.15) per hour up to a maximum of twenty-five dollars and ninety-five cents (\$25.95) per month for each regular employee into the Western Conference of Teamsters Legal Services Trust Fund for the purpose of providing for employees and their dependents, legal benefits as provided by the Trust.

ARTICLE 18. DURATION

This Agreement shall be in full force and effect from **August 1, 2013** to and including July 31, **2018**, and shall continue from year to year thereafter, unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to date of expiration.

In Witness Whereof, the parties hereto have set their hands and seals this _____ day of _____ to be effective as of **August 1, 2013**, except as to those areas where it has been otherwise agreed between the parties.

FOR THE UNION:

**TEAMSTERS JOINT COUNCIL #3 -
MONTANA, UTAH, IDAHO**

FOR THE EMPLOYER:

UNITED PARCEL SERVICE

