

**NATIONAL MASTER  
UNITED PARCEL SERVICE  
AGREEMENT  
and  
WESTERN REGION  
Supplemental Agreement  
and  
J.C. 3 RIDER**



**For The Period:  
August 1, 2023  
through July 31, 2028**

**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  
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through July 31, 2028**



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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, 2023  
through July 31, 2028**

**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, and combination employees covered under Article 22.3 of the National Master UPS Agreement, and mechanics, (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. In Locals 2 and 190, porters and car washers will also be covered by this agreement but only in areas where they are already recognized.

## **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, their seniority date for vacation selection, layoff, rehire, and bidding, if appropriate on the list to which they transferred, shall be the date they 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 one of the aforementioned seniority lists; however, this will not impact their ability to perform the feeder work of the nature/type they are currently doing as full or part-time drivers. 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 their 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 their options above, they may request to exercise their 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 work schedule in the building in which they work. The package car driver must protect their 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 they are not qualified to perform.

(d) The employee will be paid at the appropriate part-time rate for the work performed in accordance with their 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**

(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.

(b) All package operations will maintain an extra work list with separate AM and PM distinctions. It will be the employee's responsibility to sign up on the appropriate list with correct and legible contact information. Employees who are unavailable to work on three (3) separate occasions within a calendar month will have their names removed from the coverage list. Those employees shall be eligible to re-sign the list the following month. Extra package work that is not already assigned will be bid by seniority using this list.

Early work that is currently assigned to a bid route driver will covered in seniority order based off the extra work list when said driver is on vacation or absent.

When early work that is currently assigned to a bid route driver is eliminated: the affected driver will then have their name placed on the extra work list in seniority order for that day.

**(c)** 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 their qualifications.

**(d)** The Company may implement technological advancements in the way the employees sign up for and are offered extra work. The Company will review these changes with the Union prior to implementation.

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

### **(b) UNASSIGNED FT DRIVERS WEEKLY BID**

The Center shall post all routes temporarily vacated for the full workweek, no later than Wednesday two (2) weeks prior. Unassigned drivers in seniority order shall select the open route they wish to cover the following week no later than 18:00 Wednesday the week prior. Remaining open routes will be assigned in reverse seniority order with seniority being given prime consideration.

Any route that becomes available after the weekly bid will be offered in seniority order to the remaining unassigned RPCD's.

## **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 work temporarily outside of their domicile shall be reimbursed for necessary and reasonable receipted expenses for travel, room, and meals not to exceed fifty dollars (\$50.00).

### **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 they work. The employee must return to their original position when work becomes available. They shall retain their full feeder seniority and assume their original package seniority.

Feeder drivers that have attained seniority that have not been qualified as package car drivers will be afforded the ability to displace two (2) part-time positions inside the building when laid off for five (5) consecutive days. The employee will not be able to displace a part-time employee with more Company seniority. This provision applies to employees that were promoted from inside the building as well as off the street hires. Rate of pay will be in accordance with Article 2, Section 3(d) of this agreement.

### **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 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 back-up 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 and personal holidays with the regular feeder drivers.

## **SECTION 5. TRACTOR TRAILER SCHOOL**

- (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 that possess a valid Class A CDL 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. Next the position will be offered to Article 22.3 employees then to part-time employees who currently perform driving duties as a part of their job.

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

Any newly created or vacated full-time 22.3 combination job shall be posted within ten (10) calendar days. If the Company is not going

to post a vacated bid within ten (10) calendar days, the Labor Manager shall notify the Local Union. All full-time 22.3 combination bids shall include a description of the work performed, work week and start time. All bids will be posted for seven (7) calendar days.

Full-time Combination jobs may be bid with alternate workweeks, by mutual agreement of the parties.

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 (SALUT), the Utah Regional Hub (LKEUT), and the Salt Lake Air facility (SLTAS), will be considered as one facility 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.

A part-time 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 waived should a full-time package or feeder 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 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 a 22.3 employee gains seniority as a full-time package car or feeder driver, they will have the option of working their regular full-time "22.3" job if driving work is not available. If not practicable to work their regular inside full-time position, they can work any combination of part-time jobs for which they are 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.

Coverage for all planned and unplanned absences for these combination full-time jobs shall be performed by qualified part-time employees. Sick days for employees in the 22.3 classification only, may be used in half day four (4) hour increments.

Should any employee working a full-time combination job have their work day permanently reduced to less than eight hours or whose work is permanently eliminated shall have the following options:

Bump a junior employee on their seniority list, the first employee bumped by this provision shall be allowed to bump a junior employee on their seniority list, the 2nd employee bumped by this provision shall be allowed to bump the least senior employee on their seniority list, the least senior person shall be returned to part-time. The Company and the Union may agree to additional bumping on a case-by-case basis. The displaced employee may select an open preferred position using their Company seniority on their new shift. Any employee affected in this process, may not displace someone with driving duties or hazmat responder unless they have been previously qualified. Their seniority shall be dovetailed onto their new seniority list, all appropriate part-time wage rates, health and welfare and pension benefits apply.

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 they 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 or air exception work until all other part-time employees have been offered that work. Full-time 22.3 combination employees shall be offered over time at the end of their workday, on their shift, using their total Company seniority.

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 will designate the two shifts to be worked and the bid winner will choose from available preferred positions on those shifts. If the employee wins a bid that includes their current shift, they may keep the preferred position held on the current shift. After successfully completing the probationary period a 22.3 Combination Job employee may request a preferred job opportunity within their 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 into occupied preferred positions 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 inclu-

sive of any year. In addition seasonal feeder drivers may be used through January 15. Seasonal employees 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.

Seasonal employees recalled after the seasonal periods 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.

## **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. 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 given notice by the end of their shift the day prior, when being advised not to report to work.
- (c) 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.
- (d) Package Car Drivers that consistently work over 12.00 hours or past 22:00 (excluding peak season), may request a meeting between the District Labor Manager (or their designee) and the Local Union to address issues and find solutions. This shall not prevent

Labor Managers and Business Agents from immediately resolving issues as they occur.

## **SECTION 7. STARTING TIMES—FEEDER DRIVERS**

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. 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 workweek 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 em-

ployee 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 their work day in a job providing a higher rate of pay, they 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 their 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 they want to be permanently assigned to prior to classroom training. New utility drivers shall be considered qualified once they complete a trial period as defined by Article 4, Section 1 (b) of the Western Region Supplement. Utility drivers shall be placed on a designated area during their trial period. A qualified, current utility driver will not be required to complete another package car driver trial period. They must make themselves available on a daily basis unless mutually agreed by the company and union. The company shall notify the union of any utility driver found in non-compliance, after notification to the union, if the employee continues to be unavailable for utility work, it may be grounds for the employee being removed from the utility driving list. If removed, the employee may request to place their name back on the utility list, if there is an opening, after six (6) months. Utility drivers will not be required to work their part-time shift on days when they work as a utility driver for eight (8) hours or more.
- (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. Utility drivers shall not work in any center where there are laid off full-time drivers. 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 fifty dollars (\$50.00) 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	Martin Luther King, Jr. Day
Memorial Day	July 4th
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, unless an employee is on approved FMLA or has a bona-fide injury or illness and provides the Company with a note from a medical professional excusing them from work for the scheduled work day before and/or 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 double time (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 they have selected as their "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. Personal Holidays may not be selected from the Monday following Thanksgiving through December 25th. It is understood that the Company will grant Personal Holidays

during this period if employees are on lay-off and for special circumstances, these requests will not be unreasonably denied.

- (b) In a package or feeder center dispatching two hundred (200) or more drivers, a minimum of six (6) employees will be allowed off per day for their "Personal Holiday". In a package or feeder center dispatching one hundred fifty (150) or more drivers, a minimum of five (5) employees will be allowed off per day for their "Personal Holiday." 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. For every fifty (50) drivers in excess of two hundred (200) an additional personal holiday will be allowed.
- (c) 22.3 employees will select their personal holidays on their home sort and will be included in the number of employees 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 they elect to choose.
- (d) If time off is selected, the employee shall indicate, when selecting their vacation, the five (5) consecutive days off they desire. Employees shall be allowed to take their eligible weeks in a consecutive manner.
- (e) If an employee chooses not to take their option week as a full week of vacation, they may choose to break their option week into five (5) individual days. If the days will be used individually then they shall be bid in accordance with Article 16 Section 8. The decision to break up the days or take as a full week must be made at the time of vacation selection. If no selection is made by the employee at this time, then it will default to a full option week.

## **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 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).

## **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 per cent (15%) will be applied as follows:

<b>No. of Employees</b>	<b>No. of Vacation Per Week</b>
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 ten percent (10%) of the employees in their classification scheduled off

each week, excluding the first two (2) full weeks of January. During the first two (2) full weeks of January, the Company will schedule vacations in relation to 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 these same weeks.

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.

Pay for vacation refer to Article 17 of the NMUPSA.

- (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 they are 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 their 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 their 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).

## **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 they 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 prorated 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 WR-SUPS 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) For the duration of this agreement, the Employer shall continue to contribute to the Western Conference of Teamsters Pension Trust Fund in the amount equal to the contribution rate as of July 31, 2023, except as that rate may be increased in accordance with the terms of Article 34 of the National Master Agreement.

(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, 2022 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 one thousand five hundred twenty one dollars (\$1521.00) 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, for July, 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 one (1) year 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.

## **SECTION 5. MTET UPS RETIREES SUBSIDY FUND**

- (a) The Company shall work jointly with the Joint Council 3 Union Negotiating Committee to establish the UPS Retirees Subsidy Fund at the Montana Teamsters Employers Trust. The purpose of the fund is to reduce the monthly co-pays of the UPS retirees and their spouses who participate in the non-Medicare retiree health and welfare program offered by the Trust.

The UPS Retirees Subsidy Fund shall only apply to full-time UPS bargaining unit members who retire after August 1, 2020 and who at

the time of retirement meet all eligibility requirements of the Montana Teamsters Employers Trust to participate in the non-Medicare retiree health and welfare programs offered by the Trust. As a result of Local Unions employing UPS bargaining unit employees on an Article 16.1 National Master UPS Agreement leave of absence, all Local Unions participating in the Montana Teamsters Employers Trust, shall be allowed to participate and contribute to the Fund provided the Local(s) make a contribution equivalent to that made on behalf of UPS bargaining unit employees, and meet eligibility requirements.

(b) Contributions shall be paid by the Company to the Montana Teamsters Employers Trust UPS Retirees subsidy fund on account of each full-time employee of the bargaining unit for which compensation was paid (all compensable hours up to a maximum of 2,080 hours per calendar year) in amounts to be determined each year in accordance with this section.

Contributions to the UPS Retirees Subsidy Fund will be reallocated as determined by the Joint Council 3 Union Negotiating Committee and as provided for in Article 34 of the National Master UPS Agreement. Any health and welfare contributions not required by the Trustees of the Montana Teamsters Employers Trust to be utilized for maintenance of benefits under Article 34 of the National Master and Section 3 above, shall be allocated to the UPS Retirees Subsidy Fund as determined by the Joint Council 3 Union Negotiating Committee. The Joint Council 3 Union Negotiating Committee is authorized to reallocate any portion of an hourly pension increase to the UPS Retirees Subsidy Fund. If any portion of the Article 34 increase is allocated to the Subsidy Fund in any contract year, then UPS's total increase in cost cannot exceed the amount available in Article 34. The Union shall not be allowed to allocate monies to the Subsidy Fund ahead of the Pension fund if the latter becomes subject to a rehabilitation or funding improvement plan.

(c) The Company shall remit contributions to the Montana Teamsters Employers Trust UPS Subsidy fund by the 15th day of each month for all hours compensated in the previous month.

(d) In order to build a strong and stable financial foundation, the UPS Retirees Subsidy Fund will build its initial financial reserves

during the start up period which will commence for a minimum twelve (12) month period that will begin from the first day of contributions. The subsidy of co-pays for UPS retirees and their spouses is tentatively scheduled to begin no sooner than January 1, 2020 or as otherwise determined by the Joint Council 3 Union Negotiating Committee. The amount and form of the subsidy shall also be determined by the Joint Council 3 Union negotiating Committee.

- (e) Any costs associated with administering the UPS Retirees Subsidy Fund will be deducted from the Fund.

## **ARTICLE 20. HEALTH AND WELFARE LOCALS 222 AND 983**

### **SECTION 1. CONTRIBUTIONS**

(a) Effective August 1, 2022 the Employer agrees to pay two thousand sixteen dollars and fifty-three cents (\$2016.53) per month to the Utah-Idaho Teamster Security Fund for each employee covered by this Agreement who was on the payroll of the Employer at any time during the prior month.

(b) The contribution rate of two thousand sixteen dollars and fifty-three cents (\$2016.53) includes the UPS Retirees Health Plan effective April 1, 1990. The UPS retirees reserve shall be funded in part by a contribution in the amount not less than \$7.54 for each covered employee.

### **SECTION 2. MAINTENANCE OF BENEFITS**

In the event the Trustees of the Utah-Idaho Teamsters Security Fund determine that additional contributions are necessary to maintain the existing schedule of benefits, the Employer agrees to pay such additional contributions upon notification by said Trustees.

### **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 they 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 they 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. Part-time employees moving into a full-time position will not suffer a lapse in dental coverage.

## **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 one (1) year 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 described 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 ten cents (\$.10) per hour up to a maximum of seventeen dollars and thirty cents (\$17.30) 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, 2023 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**

#### **TOP RATE:**

<b>Effective Dates:</b>	<b>8-1-23</b>	<b>8-1-24</b>	<b>8-1-25</b>	<b>8-1-26</b>	<b>8-1-27</b>
	\$2.75	+\$ .75	+\$ .75	+\$1.00	+\$2.25
<b>TOP RATE</b>	\$44.23	\$44.98	\$45.73	\$46.73	\$48.98

#### **PROGRESSION—EMPLOYEES ENTERED INTO PROGRESSION PRIOR TO AUGUST 1, 2023:**

Refer to Article 41 of the National Master UPS Agreement.

## **PROGRESSION—EMPLOYEES ENTERED INTO PROGRESSION AFTER AUGUST 1, 2023:**

Refer to Article 41 of the National Master UPS Agreement.

Employees who operate a UPS on-road vehicle, non-feeder requiring a CDL license or with a trailer in tow, shall receive ten cents (\$.10) per hour in addition to their regular hourly rate for all hours worked or eighty cents (\$.80) per day, whichever is greater.

**Seasonal Rates:** Employees hired during the seasonal period shall be paid no less than the State minimum wage.

## **SECTION 4. TRACTOR-TRAILER DRIVERS—HOURLY**

### **TOP RATE:**

<b>Effective Dates:</b>	<b>8-1-23</b>	<b>8-1-24</b>	<b>8-1-25</b>	<b>8-1-26</b>	<b>8-1-27</b>
	\$2.75	+\$.75	+\$.75	+\$1.00	+\$2.25
<b>TOP RATE</b>	\$44.33	\$45.08	\$45.83	\$46.83	\$49.08

## **PROGRESSION—EMPLOYEES ENTERED INTO PROGRESSION PRIOR TO AUGUST 1, 2023:**

Refer to Article 41 of the National Master UPS Agreement.

## **PROGRESSION—EMPLOYEES ENTERED INTO PROGRESSION AFTER AUGUST 1, 2023:**

Refer to Article 41 of the National UPS Agreement.

### **Triples Pay**

A feeder driver operating a unit consisting of triple trailers or two forty foot or over trailers shall receive six dollars and eighty cents (\$6.80) per day or eighty-five cents (\$.85) per hour, whichever is greater.

**Seasonal Rates:** Employees hired during the seasonal period shall be paid no less than the State minimum wage.

## **SECTION 5. TRACTOR-TRAILER DRIVERS—MILEAGE**

Mileage drivers refer to Article 43 of the National Master UPS Agreement.

## **SECTION 6. MECHANICS**

### **TOP RATE:**

<b>Effective Dates:</b>	<b>8-1-23</b>	<b>8-1-24</b>	<b>8-1-25</b>	<b>8-1-26</b>	<b>8-1-27</b>
	\$2.75	+\$ .75	+\$ .75	+\$ 1.00	+\$ 2.25
<b>TOP RATE</b>	\$44.33	\$45.08	\$45.83	\$46.83	\$49.08

### **PROGRESSION—EMPLOYEES ENTERED INTO PROGRESSION PRIOR TO AUGUST 1, 2023:**

Refer to Article 41 of the National Master UPS Agreement.

### **PROGRESSION—EMPLOYEES ENTERED INTO PROGRESSION AFTER AUGUST 1, 2023:**

Refer to Article 41 of the National Master UPS Agreement.

## **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 con-

tract violation shall be in accordance with the applicable grievance provisions. Nothing in this section will prohibit the employee from pursuing payroll-related wage claims with the applicable city, state, or federal entity.

## **ARTICLE 25. LOCAL 2 & 190 AUTOMOTIVE MECHANICS**

### **SECTION 1. CALL BACKS**

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.

### **SECTION 2. SENIORITY**

When a reduction of workforce is necessary, the least senior employee in that classification will be the first employee laid off within that building. The last employee laid off as provided for above, will be the first employee rehired, provided that acceptance of the job must be received by the Company within forty-eight (48) hours after notice is sent to the employee.

Job vacancies in classifications covered by this Agreement will be posted for bid among mechanic employees within the facility they work. Rules for bidding shall be as follows:

1. Job vacancies will be posted including general job descriptions, hours of work and work week for seven (7) calendar days. Those desiring to fill said vacancies shall sign their names on the posted bulletin.
2. The vacancy shall be filled by the most senior bidder, provided the senior bidder can meet the same requirements as an outside hire and demonstrate their qualifications.

In the event of the opening of a new building with a mechanic shop where package cars leave an existing building and are assigned to be serviced in the new building, automotive mechanics covered by

this Agreement shall be given the opportunity, in accordance with their Company seniority, to bid these newly created mechanic vacancies in the newly opened building.

### **SECTION 3. TRANSFERS**

Current mechanic employees at the facility will be given first consideration to fill job vacancies in accordance with the previous section. Next, the position would be bid within the facility to all employees that can meet the same requirements as an outside hire and can demonstrate their qualifications to perform the work. This awarding of the bid would be by Company seniority.

If the vacancy cannot be filled from within the facility, the Company would request the top seniority name off of the Master Mechanic Transfer list, maintained as one list by Locals 2 and 190 (combined list) and award the vacant position by Company seniority. This list will be provided to the District Labor Manager and Labor Manager who covers these locals during the first week of each quarter. A mechanic who transfers shall retain their Company seniority for the purpose of fringe benefits but shall be placed at the bottom of the seniority list for the purpose of layoff, rehire, bid and the selection of vacation. Should a relocation be required to accept the position, such costs will be paid by the relocating employee.

### **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 the 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**

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 no less frequently than annually. The employee shall notify the Employer whenever the employee removes their tools and/or tool boxes from the Employer's premises.

## **SECTION 6. TOOL ALLOWANCE**

All mechanics shall receive an annual tool allowance of two hundred and fifty dollars (\$250.00) payable each year in the month of December.

## **SECTION 7. UNIFORMS**

The Employer agrees that if any employee is required to wear any kind of uniform, as a condition of continued employment, such uniform shall be furnished and maintained by the Employer. The Employer agrees that if uniforms are unavailable for any reason other than employee neglect, the employees will be provided a suitable alternative until such time that uniforms are made available.

## **ARTICLE 26. DURATION**

This Agreement shall be in full force and effect from August 1, 2023 to and including July 31, 2028, 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, 2023, except as to those areas where it has been otherwise agreed between the parties.

**FOR THE UNION:**

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

---

SPENCER HOGUE, CHAIR-TEAMSTERS LOCAL 222

---

ERIN FOLEY, CHAIR-TEAMSTERS LOCAL 2

---

BRITT MILLER, TEAMSTERS LOCAL 222

---

JEFF STEFFON, TEAMSTERS LOCAL 222

---

GARRETT TUTTLE, TEAMSTERS LOCAL 222

---

GABRIELLA KILLPACK, TEAMSTERS LOCAL 222

---

DARREN DAVIS, TEAMSTERS LOCAL 190

---

TRACY OLSON, TEAMSTERS LOCAL 2

---

JESSICA PRATHER, TEAMSTERS LOCAL 983

---

LAWANDA ELLSWORTH, TEAMSTERS LOCAL 983

**FOR THE EMPLOYER:**

**UNITED PARCEL SERVICE**

---

VERONICA TERPENING, CHAIR

---

JOHN VEENTJER

---

HAROLD ANIGBO

---

LASHAWN BUTLER

---

MIKE WILSON

---

ROBERT KLARMAN

---

NATHAN BRANCH

---

BRADY CRAIG

---

STANLEY HOPKINS

**Joint Council No. 3**

**Sort**

and

**United Parcel Service**

**Supplemental Agreement**

to the

**NATIONAL MASTER**

**UNITED PARCEL SERVICE**

**AGREEMENT**

**For The Period**  
**August 1, 2023**  
**through July 31, 2028**



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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, 2023  
through July 31, 2028**

**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 their seniority date for vacation selection, layoff, rehire and bidding, if appropriate on the list to which they 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 oth-

er operational center in such building. The employee must return to their original position when work becomes available.

Employees that have their job permanently eliminated can exercise their seniority to displace any less 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 thirty (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. This displaced employee can exercise their seniority to displace any less senior part-time employee within any other position on their shift for which they are qualified. That 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 their 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.

The Company may implement technological advancements in the way employees sign up for and are offered extra work. The Company will review these changes with the Union prior to implementation.

## **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 their 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 4. STARTING TIME**

- (a) An employee shall be given reasonable notice at least two (2) hours prior to the start of their shift, 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.
- (c) Start times shall be posted on the prior Friday of the week for which the starting times shall be effective. Start times shall be consistent during the week except as provided in the provisions outlined in Article 21 of the WRSA.

## **ARTICLE 4. INSPECTION PRIVILEGES**

The Union has a right to inspect and copy payroll records pertaining to employees performing bargaining 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 their 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 they want to be permanently assigned to prior to classroom training. New utility drivers shall be considered qualified once they complete a trial period as defined by Article 4, Section 1 (b) of the Western Region Supplement. Utility drivers shall be placed on a designated area during their trial period. A qualified, current utility driver will not be required to complete another package car driver trial period. They must make themselves available on a daily basis unless mutually agreed by the Company and Union. The company shall notify the union of any utility driver found in non-compliance, after notification to the union, if the employee continues to be unavailable for utility work, it may be grounds for the employee being removed from the utility driving list. If removed, the employee may request to place their name back on the utility list, if there is an opening, after six (6) months. Utility drivers will not be required to work their part-time shift on days when they work as a utility driver for eight (8) hours or more.

- (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. Utility drivers shall not work in any center where there are laid off full-time drivers. 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	Martin Luther King, Jr. Day
Memorial Day	July 4th
Labor Day	Thanksgiving Day
Day After Thanksgiving	Christmas
New Year's Eve	(4) Personal Holidays

### **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 unless an employee is on approved FMLA or has a bona-fide injury or illness and provides the Company with a note from a medical professional excusing them from work for the scheduled work day before and/or 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 double time (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 they have selected as their "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". Personal Holidays may not be selected from the Monday following Thanksgiving through December 25th. It is understood that the Company will grant Personal Holidays during

this period if employees are on lay-off and for special circumstances, these requests will not be unreasonably denied.

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 two hundred (200) or more employees, a minimum of six (6) employees will be allowed off per day for their "Personal Holiday". In part time operations, centers working one hundred and fifty (150) or more employees, a minimum of five (5) employees will be allowed off per day for their "Personal Holiday." 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. For every fifty (50) employees in excess of two hundred (200) an additional personal holiday will be allowed.

## **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-two and one half (22.5) 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.
- (d) If an employee chooses not to take their option week as a full week of vacation, they may choose to break their option week into five (5) individual days. If the days will be used individually then they shall be bid in accordance with Article 9 Section 8. The decision to break up the days or take as a full week must be made at the time of vacation selection. If no selection is made by the employee at this time, then it will default to a full option week.

## **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.

## **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 ten percent (10%) of the employees in their classification scheduled off each week, excluding the first two (2) full weeks of January. During the first two (2) full weeks of January, the Company will schedule vacations in relation to 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 these same weeks.

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.

Pay for vacation refer to Article 17 of the NMUPSA.

- (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 they are otherwise entitled to unemployment compensation, the employee's right to, and payment for, such vacation shall be deferred until after termination of the unemploy-

ment 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 employee on their 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 their 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).

## **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 they 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 WR-SUPS 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) For the duration of this agreement, the employer shall continue to contribute to the Western Conference of Teamsters Pension Trust Fund in the amount equal to the contribution rate as of July 31, 2023, except as that rate may be increased in accordance with the terms of Article 34 of the National Master Agreement.

(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 workday 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**

(a) For those part-time employees who have received health and welfare benefits from the Company Health & Welfare Plan, benefits on and after June 1, 2014 will be provided by the Teamsters Western Region and Local 177 Health Care Plan, under the terms set forth in Article 34 of the National Master UPS Agreement.

- (b) Any eligible employee covered by this Section who retires effective January 1, 2014 or thereafter shall be provided retiree medical benefits through the Teamsters Western Region and Local 177 Health Care Plan.
- (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.

## **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. WAGES**

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

### **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 November 1st through the Saturday of the second full week in January the following year. From January 1st through the Saturday of the second full week in January, regular part-time inside employees shall be offered helper work in seniority order prior to using the peak season helpers. Any deviations of this language would be by mutual agreement between the Company and the Union.

The Company will be allowed to use helpers during the Sundance Film Festival in Park City, Utah. Helpers may only be used on scheduled weekdays of the event.

- (b) Helpers will be paid the starting rate of pay for part-time employees 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 pre-determined 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. Nothing in this section will prohibit the employee from pursuing payroll-related wage claims with the applicable city, state, or federal entity.

### **ARTICLE 16. SAVINGS**

Effective August 1, 2018 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 five cents (\$.45) per hour worked not to exceed 173 hours per month or \$77.85 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 ten cents (\$0.10) per hour up to a maximum of seventeen dollars and thirty cents (\$17.30) 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, 2023 to and including July 31, 2028, 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, 2023, except as to those areas where it has been otherwise agreed between the parties.

**FOR THE UNION:**

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

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SPENCER HOGUE, CHAIR-TEAMSTERS LOCAL 222

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ERIN FOLEY, CHAIR-TEAMSTERS LOCAL 2

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BRITT MILLER, TEAMSTERS LOCAL 222

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JEFF STEFFON, TEAMSTERS LOCAL 222

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GARRETT TUTTLE, TEAMSTERS LOCAL 222

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GABRIELLA KILLPACK, TEAMSTERS LOCAL 222

---

DARREN DAVIS, TEAMSTERS LOCAL 190

---

TRACY OLSON, TEAMSTERS LOCAL 2

---

JESSICA PRATHER, TEAMSTERS LOCAL 983

---

LAWANDA ELLSWORTH, TEAMSTERS LOCAL 983

**FOR THE EMPLOYER:**

**UNITED PARCEL SERVICE**

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VERONICA TERPENING, CHAIR

---

JOHN VEENTJER

---

HAROLD ANIGBO

---

LASHAWN BUTLER

---

MIKE WILSON

---

ROBERT KLARMAN

---

NATHAN BRANCH

---

BRADY CRAIG

---

STANLEY HOPKINS