

**NATIONAL MASTER  
UNITED PARCEL SERVICE  
AGREEMENT  
and  
WESTERN REGION  
Supplemental Agreement  
and  
J.C. 37 RIDER**



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

**Teamsters  
Joint Council No. 37  
Package Rider**

**to the**

**NATIONAL MASTER  
UNITED PARCEL SERVICE  
AGREEMENT**

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



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**TEAMSTERS  
JOINT COUNCIL NO. 37  
PACKAGE RIDER  
to the  
NATIONAL MASTER  
UNITED PARCEL SERVICE, INC.  
AGREEMENT**

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

**For the period of  
August 1, 2023 through July 31, 2028**

**ARTICLE 1  
PACKAGE DRIVERS**

**SECTION 1—WORKDAY/WORKWEEK**

See Article 20, Section 2 of the Western Region Supplemental Agreement.

**SECTION 2—SHOW-UP PAY**

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

**SECTION 3—ON CALL DRIVERS**

(A) In Centers dispatching twenty (20) or fewer drivers, the least senior driver dispatched shall be guaranteed four (4) hours pay. In Centers dispatching more than twenty (20) drivers, the two (2)

least senior drivers dispatched shall be guaranteed four (4) hours pay. Such drivers who are placed on call shall be given a start time by 12:00 (noon) for that day. If no start time is given by 12:00 (noon), then the employee is released for the day after having contacted the Center.

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

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

Full-time employees shall receive a one (1) hour unpaid lunch period and shall schedule and complete said lunch hour between the fourth (4th) and sixth (6th) hour of work. The Company may require or permit a full-time employee to take a one-half (1/2) hour lunch period, providing the operational needs of the Company are met. Management shall not arbitrarily require employees to take a lunch period which would conflict with the provisions of this Article. One (1) fifteen (15) minute coffee break shall be permitted each full-time employee and shall be taken during the first (1st) half of the shift. An additional ten (10) minute break shall be permitted each full-time employee and shall be taken during the second (2nd) half of the shift.

## **SECTION 5—OVERTIME**

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

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

(C) All work performed on holidays will be paid at the rate of time and one-half (1-1/2). Any time worked on the designated days off outside the normal workweek shall be paid for at the rate of time and

one-half (1-1/2). There will be a minimum of eight (8) hours or ten (10) hours pay depending upon the guarantee of the job selected.

## **SECTION 6—CALL BACKS**

Any full-time employee required to report back to work after more than one (1) hour intermission after completion of 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 7—PACKAGE CAR VACANCIES**

See Article 6, Section 2 and 3 of the Western Region Supplemental Agreement.

## **SECTION 8—TRAINING AREAS**

See Article 8 of the Western Region Supplemental Agreement.

## **SECTION 9—LAY-OFF**

(A) Package drivers hired after July 31, 2008 shall be subject to lay-off within the Center in which they work up to a maximum of five (5) consecutive working days. After having been laid off for five (5) consecutive working days in any calendar year, the employee shall be able to exercise their building seniority rights for the remainder of that calendar year.

(B) After a seniority package driver has been laid off at least ten (10) days within the calendar year, and unable to drive in another Center, they may elect to displace the least senior part-time employee(s) in the building in which they have seniority. If the employee elects to perform part-time work, they may choose to displace one (1) or two (2) part-time employees, if available. In any case, the employees must be qualified to perform the work, have more Company seniority than the displaced employee(s), and if it is a temporary layoff (less than five (5) working days), be available for their next regularly scheduled shift. Any laid off driver choosing to perform part-time work shall receive the part-time daily guarantee and be paid the appropriate part-time wage rate in accordance with their Company seniority.

## **SECTION 10—SEASONAL PERIOD FULL-TIME PACKAGE DRIVERS**

In addition to the seasonal period defined in Article 5 of the Western Region Supplemental Agreement, temporary full-time package drivers may also be used January 1st through the Saturday of the second (2nd) full week in January each year and shall not accrue seniority or service credit for any purpose during this period. Seasonal full-time package drivers will be paid the regular full-time package driver starting rate in accordance with Article 41 of the National Master UPS Agreement. In classroom training conducted outside the seasonal period will not count as time toward seniority attainment.

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

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

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

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

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

(D) Back-up feeder drivers shall select their vacations and holidays in numerical order as of the date they were placed on the back-up feeder list. A vacation list shall be posted for the back-up drivers as covered under Article 14 Section 7. In Centers outside of Portland, the back-up driver shall select their vacation and holidays off the regular feeder driver vacation or holiday list, using the date they were placed on the back-up feeder list as their seniority date. It is understood that no back-up feeder driver in a Center outside of Portland will be permitted to schedule time off when a regular feeder driver is scheduled off.

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

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

(G) Package drivers shall be paid fifteen dollars (\$15.00) per hour for the non-productive time spent in feeder training school. A package driver who successfully completes the feeder training school and becomes a back-up feeder driver shall be paid the difference between what they were paid and their feeder hourly wage rate for the non-productive time spent in feeder school. Payment shall be made no later than the pay period following successful completion of feeder school.

(H) The Company has the right to utilize hourly feeder drivers for the purpose of training back-up feeder drivers on productive work. These hourly feeder trainers shall be selected by the Company and agreed to by the selected feeder driver. Feeder drivers who are selected shall train the back-up drivers under the provisions of Article 6 of the National Master UPS Agreement. Senior-

ity feeder drivers will continue to be certified on triples using the current practice.

(I) In Hub Operations within the jurisdictions of Local 162, 483, and 670, each October the Company will post new sign-up lists in each building for a thirty (30) day period in which full-time package drivers, full-time combination, and part-time employees may choose to indicate their desire for a full-time feeder job. In April of each year the same list shall be posted for any employee who wishes to have their name dove-tailed to the current year lists to be effective June 1st. All employees are eligible to sign the lists but the order of call shall be:

1. Package drivers are offered first (1st) and dovetailed on the list based on their package driver classification date. This is group one (1) for the order of call.
2. Full-time combination employees and part-time employees with a Class A Commercial Drivers' License (CDL) are called second (2nd) and dovetailed on the list based on their Company seniority date. This is group number two (2) for the order of call.
3. Full-time combination employees and part-time employees who have been previously trained as an air driver, car parker or car washer, are called third (3rd) and dovetailed on the list based on their Company seniority date. This is group number three (3) for the order of call.

An employee who does not sign-up during the established sign-up periods shall have the right to add their name to the appropriate group list but will be end tailed.

The Company will post emergency sign-up lists after exhausting the regular sign-up lists outside the regular posting periods.

In Locals 58, 206, and 324 the Company will continue to post feeder sign-up lists on an as needed basis per Local practice.

In Local 162 the sign-up lists are posted in each building but are combined for the whole jurisdiction. All other sign-up lists outside of Local 162 are based on Local practice. The Company agrees that the practices for sign-up lists in other Local Unions outside of Local 162 shall be modified at the request of the affected Local Union.

## **ARTICLE 3 FEEDER DRIVERS**

### **SECTION 1—WORKDAY / WORKWEEK**

See Article 20, Section 1 of the Western Region Supplemental Agreement.

### **SECTION 2—FEEDER SHOW UP PAY**

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

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

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

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

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

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

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

Full-time employees shall receive a one (1) hour unpaid lunch period and shall schedule and complete said lunch hour between the fourth (4th) and sixth (6th) hour of work. The Company may require or permit a full-time employee to take a one-half (1/2) hour lunch period, providing the operational needs of the Company are met. Management shall not arbitrarily require employees to take a lunch period which would conflict with the provisions of this Article. One (1) fifteen (15) minute break shall be permitted each full-time employee and shall be taken during the first (1st) half of the shift. An additional ten (10) minute break shall be permitted and shall be taken during the second (2nd) half of the shift.

## **SECTION 6—OVERTIME**

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

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

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

## **SECTION 7—CALL BACKS**

Any full-time employee required to report back to work after more than one (1) hour intermission after completion of 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 8—CASUAL FEEDER DRIVERS**

Casual feeder drivers shall be used in accordance with Article 5, of the Western Supplement during peak season. Casual feeder drivers

may also be used through the Saturday of the second (2nd) full week in January each year. Casuals may also be used at other times of the year as mutually agreed between the Company and Local Union. Casuals shall not accrue seniority or service credit for any purpose. It is further agreed that such drivers will be paid at the rate of eighteen dollars (\$18.00) for the life of the current agreement. In classroom training conducted outside the seasonal period will not count as time toward seniority attainment.

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

- (A) See Article 6, Section 1 of the Western Region Supplemental Agreement.
- (B) Any feeder driver displaced by a senior driver due to the elimination of a feeder run, will be allowed to displace the least senior package driver in the building the driver was displaced from, if qualified to do the work.

## **SECTION 10—FEEDER SENIORITY DATE**

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

## **SECTION 11—DELAYED STARTING TIME**

See Article 21 of the Western Region Supplemental Agreement.

# **ARTICLE 4 MECHANICS**

## **SECTION 1—APPRENTICE**

It is agreed that there shall be not over one (1) apprentice to each shop employing four (4) Journeymen or less, and one (1) additional apprentice for each four (4) additional Journeymen employed. The title of apprentice shall only apply to those employees who do not possess the required ASE certifications, or Company equivalent, at

the time of hire and shall only apply until such time as such certifications, or Company equivalent, are achieved.

## **SECTION 2—WORKING FOREMAN**

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

## **SECTION 3—CALL BACKS**

Any full-time mechanic required to report back to work by Management after leaving the shop after completion of their day's work shall be paid time and one-half (1-1/2) for all time worked, with a guarantee of three (3) hours pay per call back.

## **SECTION 4—SPECIAL TOOLS**

All special and heavy duty tools such as torque wrenches, test equipment, hydraulic equipment, spray equipment, or pneumatic tools required by the Employer shall be furnished by the Employer. Each employee covered by this agreement shall be required to furnish a normal complement of hand tools, but this does not include expendable tools such as taps, drills, dies, hacksaw blades, cutting chisels, files and easy-outs. The Employer will reimburse employees for prescription safety glasses at the rate of one (1) pair every other calendar year, not to exceed three-hundred dollars (\$300.00) per pair.

## **SECTION 5—TOOL INSURANCE**

(A) 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 employee removes their tools and/or tool boxes from the Employer's premises.

(B) The Employer shall replace or repair any broken or damaged tools that are not covered under a manufacturer's warranty. The tools must have been listed on an appropriate inventory form filed with the Employer no less frequently than annually and the tools must be used exclusively at United Parcel Service. Prescription safety glasses are excluded from this provision.

## **SECTION 6—SHOW UP PAY**

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

## **SECTION 7—WORKDAY / WORKWEEK**

(A) The regularly scheduled workday for mechanics shall consist of eight (8) consecutive hours with an established start time, excluding a non-paid meal period. The regular scheduled workweek, other than those as provided in subsection (B) below, shall consist of five (5) consecutive days Monday through Friday, Tuesday through Saturday, or Sunday through Thursday.

(B) A workweek that consists of four (4) ten (10) hour days may be established by mutual agreement with the Local Union.

(C) The start time for a regular scheduled Monday workday may be established between the hours of 9:00pm (2100 hours) and 12:00 midnight (0000 hours) on the preceding Sunday without payment of premium pay or overtime rates of pay.

(D) The start times shall be posted on the prior Friday of the week for which the starting times shall be effective. Employees who are ordered to report for work prior to said scheduled starting time shall receive time and one-half (1-1/2) for all hours worked prior to their regular starting time. Employees who are ordered to report later than their scheduled starting time shall receive time and one-half (1-1/2) for the number of hours equal to the number of hours called into work after their scheduled start time.

## **SECTION 8—MECHANICS LUNCH AND COFFEE BREAK**

Mechanics shall receive up to a one (1) hour unpaid lunch period and shall be taken as close to the middle of the day for each specific bid job. One fifteen (15) minute coffee break shall be permitted each full-time employee and shall be taken during the first half of the shift. An additional ten (10) minute break shall be permitted each full-time employee and shall be taken during the second half of the shift.

## **SECTION 9—OVERTIME**

(A) All overtime shall be paid for at the rate of time and one-half (1-1/2) after the eighth (8th) hour worked or tenth (10th) hour worked in one (1) day, depending on the employee's selected workday / workweek. In all cases, the employee shall receive the guarantee consistent with the workday / workweek selected in Section 7 above.

## **SECTION 10—SHIFT CHANGE REQUESTS AND NEW OPENINGS**

There shall be an annual bid of all mechanic shifts and positions in each facility each calendar year. The annual bid will take place the first (1st) full week of September and be effective the first (1st) full week of January. Newly created and open positions will be posted for bid and awarded to qualified employees within their current facility and classification in seniority order. For purposes of this Section, "qualified" shall be defined as possessing or being able to achieve the required certification(s) prior to starting the bid, including achieving their CDL if required for the bid and the bidder does not already possess one (1). Employees shall be responsible for all cost associated with achieving their initial CDL. If available, the Employer will allow the employee to use Company equipment, accompanied by a certified Feeder Management Trainer, to take their CDL test. The Employer shall provide all other necessary training.

Employees shall notify the Employer of their desire to be trained for additional certifications and the Employer shall make every effort to provide such training within six (6) months of the request.

## **ARTICLE 5**

### **FULL-TIME INSIDE EMPLOYEES**

#### **SECTION 1—WORKDAY / WORKWEEK**

- (A) The regular scheduled workday, except as provided in subsection (B) below, shall consist of eight (8) consecutive hours, with an established start time, excluding a non-paid meal period. The regular scheduled workweek, other than as provided in subsection (B) below, shall consist of five (5) consecutive days Monday through Friday or Tuesday through Saturday; provided however, when operating needs must be met through the establishment of regular Sunday sort, the Employer may establish a Sunday through Thursday workweek.
- (B) The start time for a regular scheduled Monday workday may be established between the hours of 9:00pm (2100 hours) and 12:00 midnight (0000 hours) on the preceding Sunday without the payment of premium pay or overtime rates of pay.

#### **SECTION 2—JOB BIDDING**

- (A) Any newly created or open full-time inside job shall be offered in seniority order first (1st) to all eligible full-time inside employees. Unless an employee quits without notification to the Company, the bidding procedure for a vacated full-time inside job shall begin within ten (10) business days of being vacated. These bids shall be limited to four (4) moves as follows: when a full-time inside job is vacated, the first (1st) three (3) openings shall be offered to the senior full-time inside employee who signs the bid for that job and complies with Section 2(D) below. The final opening shall be filled from the part-time to full-time inside job list. Any full-time driver may sign this list at any time and will be placed on the list using their classification seniority date. The wage rate for any full-time driver moving to a full-time inside job shall be at the appropriate full-time inside rate of pay and their seniority date shall be in accordance with Article 6 Section 1(B) of the JC37 Package Rider. For the purpose of this Article, full-time inside jobs shall include all full-time clerks, car washers, air drivers and combination job employees.

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

(C) Bid jobs may be established that consist of four (4), ten (10) hour days. Overtime will be paid after ten (10) hours in any one (1) day. Bid jobs may be established that consist of four (4), nine (9) hour days and one (1), four (4) hour day. The single four (4) hour day may be scheduled at either the beginning or the end of the bid workweek. Overtime will be paid after nine (9) hours on any scheduled nine (9) hour day and after four (4) hours on any scheduled four (4) hour day. All bid workweeks will consist of consecutive workdays.

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

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

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

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

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

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

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

(D) Employees selecting an open or existing full-time, inside job, shall be obligated to remain on that selection for a period of three (3) months before selecting another existing open full-time, inside job. Newly created full-time, inside jobs shall be open to selection to any full-time, inside employee.

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

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

(G) Full-time inside employee(s) in the classification for at least eighteen (18) months shall be afforded the opportunity to be returned to part-time status. Any such employee must request the status change in writing to both the Company and the Local Union. Requests will not be granted in the months of October, November, and December. The request shall be granted as soon as operation-

ally feasible or prior to the Company hiring off the street. Employees returning to part-time status under this provision shall be entitled onto the requested part-time list within their building at the appropriate part-time rate of pay (in accordance with Company seniority). They shall receive the appropriate part-time health and welfare and pension benefits. It is the full-time employee's responsibility to verify all contractual provisions and benefits that apply to part-time employees prior to accepting a part-time position. Employees returning to part-time status under this provision will not be permitted to place their name on the part-time to full-time inside sign-up list for thirty-six (36) months from the date of return to part-time status. No part-time employee shall be displaced as a result of this provision.

## **SECTION 3—OVERTIME**

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

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

## **SECTION 4—REDUCTION OF WORK**

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

1. Bump the least senior full-time, inside employee who is working within the same facility. Any full-time inside employee(s) displaced by the bump shall then have the right to bump the least senior full-time employee(s) within the jurisdiction of the Local Union as defined in Section 2(B) of this Article. Any affected full-time inside employee may not displace a hazmat responder, acceptance auditor and/or any position requiring driving duties, unless they are currently qualified to perform that work. Any affected full-time inside employee that does not have the qualifications to bump

the least senior employee shall proceed to options two (2) and three (3) below, unless they are able to become qualified.

2. Keep the reduced job assignment and dovetail back onto the part-time seniority list at the appropriate part-time wage rate and contract provisions.
3. Dovetail back into their original part-time list at the appropriate part-time wage rate and contract provisions.

All Sort Rider provisions shall apply to any employee selecting option two (2) or option three (3) above except for Health and Welfare coverage which shall continue under the JC37 Package Rider provisions up to sixty (60) days.

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

Any employee, so affected, shall also have the right to select the next open or newly created job in accordance with Section 2(d) of this Article.

Any employee whose original job is reestablished to a full eight (8) hour assignment within sixty (60) days and who has not selected another full-time inside job shall be reassigned to their original job.

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

1. Decline the work and have the day off. Any employee who is forced into work on a partial day shall receive their full-time daily guarantee.
2. Accept the partial day work under the full-time contract provisions with a three and one-half (3-1/2) hour guarantee.

3. Accept any part-time job at their existing facility which the employee has the seniority and qualifications to perform at the appropriate part-time wage rate and contract provisions.

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

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

Full-time inside employees shall receive up to a one (1) hour unpaid lunch period and shall be taken between the two shifts that are part of the specific bid. One (1) fifteen (15) minute coffee break shall be permitted each full-time employee and shall be taken during the first half of the shift. An additional ten (10) minute break shall be permitted each full-time employee and shall be taken during the second half of the shift.

## **ARTICLE 6 SENIORITY**

### **SECTION 1—SENIORITY LISTS**

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

(B) When an employee moves from one (1) seniority list to another separate seniority list, then their seniority date for layoff, rehire, and bidding, if appropriate on the list to which they transferred, shall be the date that they transferred to the new position. All other benefits to apply as per Company seniority or as noted in the Sort Rider.

(C) In buildings with multiple Centers, the Company shall have the right to balance the staffing between the Centers. The permanent movement of drivers will be offered first (1st) to the list of unassigned drivers in seniority order in the overstaffed Center(s) and then will be forced from the bottom of the same unassigned driver list(s).

(D) Effective August 1, 2018, the following shall be used to determine the seniority order for placement of newly hired and transferred employees on a seniority list as a tie-breaker only:

1. First (1st) day worked in Local Union's jurisdiction.
2. Alphabetical order. Last name first (1st). First (1st) name second (2nd). Middle name third (3rd).

## **SECTION 2—WORK ASSIGNMENTS**

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

## **SECTION 3—BIDDING**

Package drivers (RPCD's) shall not be allowed to bid an open area in another Center until they have one (1) year seniority as a package driver, except in the case of a permanent lay-off.

## **SECTION 4—LAYOFF AND RECALL**

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

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

## **SECTION 5—EXTRA WORK**

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

(B) If any dispute arises as to whether the employee is qualified to perform an assignment, the Company will grant the employee an

opportunity under supervision to demonstrate their ability to perform the assignment.

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

(2) When additional employees are necessary to complete the Employer's Operations on any shift or within any classification, the supervisor shall exhaust all established Local practices to first (1st) use bargaining unit employees including where applicable, double shifting, early call-in, and overtime.

(3) If there is no established Local practice, the following shall apply with regard to inside work. Within each building, each Operation will maintain appropriate list(s), by seniority, of those part-time employees requesting coverage work. It will be the employees' responsibility to sign up on the appropriate list. The Company shall post such lists and employees who are interested in adding their names to the lists shall do so on the first (1st) working day of each month. It will be the employee's responsibility to make sure their contact information is correct. Employees who are unavailable to work on three (3) separate occasions within a calendar month shall have their names removed from the coverage list. Those employees shall be eligible to re-sign the list the following month. When coverage work is available, the Company will use the appropriate list to fill the required positions, and such employees will work as as-

signed. The employee must be qualified for the available work and double shift employees shall have seniority among themselves. Local call verification practices and procedures shall remain in place. Nothing contained in this Section shall change existing practices or procedures covering full-time work. By mutual agreement, the Company may implement technological advancements in the way employees sign up for and are offered extra work. A request will not arbitrarily be denied. This Section is not intended to supersede any local extra work agreement/practice.

## **SECTION 6—ABILITY TO TRANSFER**

Any bargaining unit employee, other than full-time package and feeder drivers, covered by this agreement shall be eligible to transfer to any other location covered by the JC37 Package Rider. Transfers shall be made in accordance with the following:

- (A) Employees must have at least one-year seniority and not have served a suspension within the nine (9) month period prior to submitting a transfer request. It is understood that there must be an opening in the employee's current job classification, and the transferee must be qualified to perform the work prior to any transfer being awarded.
- (B) An employee who wishes to transfer to another location may submit a written request to the Employer. This request form will state the employee's name, seniority date, job classification, facility and job desired. The request form shall be signed by the employee and a Company representative with a copy to be retained by the employee. Such request will remain active for the remainder of the calendar year. These requests shall be forwarded to the District's HR Department. Transfers will be granted from this list beginning from January 1st through September 30th of the following year. No transfers will be granted during October, November, and December.
- (C) Seniority part-time employees shall have the right to fill full-time positions in all buildings before accepting transfers from the master transfer list on a four (4) for one (1) basis.
- (D) Transfers may be limited to two (2) transfers from each classification to each facility per year.

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

(E) A transfer under this provision must be accepted by the employee within forty-eight (48) hours of notification. The transferring employee shall report to work in their new location within two (2) weeks. Any employee declining a requested transfer, shall not be permitted to submit additional transfer requests for the remainder of that calendar year.

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

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

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

## **ARTICLE 7**

## **WAGES**

### **SECTION 1**

The following are the wage rates for employees who have completed progression in the job classifications listed below. Package drivers who operate pup trailers shall receive an additional twenty-five

cents (\$0.25) per hour over and above their contractual wage rate. Full-time employees who perform bid air work refer to Article 40 of the National Master Agreement. Employees currently in progression, entering into progression, full-time Inside Employees, and Apprentice Mechanics refer to Article 41 of the National Master Agreement. Trailer Mechanics refer to Article 39 of the National Master Agreement.

	Package	Feeder	Mechanics
8/1/2023	44.26	44.745	44.95
8/1/2024	45.01	45.495	45.70
8/1/2025	45.76	46.245	46.45
8/1/2026	46.76	47.245	47.45
8/1/2027	49.01	49.495	49.70

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

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

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

## **SECTION 3—AIRPORT BADGING**

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

If a full-time employee is required to take a day off from work to obtain an airport badge, they shall be compensated at their regular straight time hourly rate of pay for all time spent to obtain said badge up to their daily guarantee, as well as paid mileage for all miles in excess of their regular commute at the applicable IRS rate. This provision does not apply to lost or damaged badges due to no fault of the Employer. Employees on the clock and working and are required to obtain a badge while doing so shall be paid for all time spent obtaining said badge.

## **ARTICLE 8** **HEALTH AND WELFARE**

### **SECTION 1—EMPLOYER CONTRIBUTIONS**

Effective, August 1, 2023, (based on July 2023 hours) the Employer shall pay to the Oregon Teamster Employers Trust the sum of one thousand seven-hundred and twenty-four dollars and thirty-three cents (\$1,724.33) per month as set by the Trustees for the Plans listed below for each employee under this agreement who will have been compensated by the Employer for not less than forty (40) hours (except as indicated in "New Hires" below) during the previous calendar month. It shall be the duty of the Trustees of the Oregon Teamsters Employers Trust to prescribe insurance coverage and benefits for such amount of premium to cover employees under this contract. Insurance coverage is provided under the following plans: FW—D6—V4—R3—STL.

### **SECTION 2—NEW HIRE REQUIREMENT**

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

(B) Non-Seniority Seasonal employees hired in accordance with the seasonal period outlined in Article 5 of the Western Region Supplemental Agreement, Article 1, Section 10 and Article 3, Section 8 of the JC 37 Package Rider through the Saturday of the second (2nd) full week in January shall not qualify for health and welfare benefits and the Company shall not be required to pay contributions on their behalf.

## **SECTION 3—MAINTENANCE OF BENEFITS**

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

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

(A) The Company shall execute any necessary documents provided by the Joint Council 37 Union Negotiating Committee to establish the Healthcare Reimbursement Arrangement (HRA) at the Oregon Teamster Employers Trust (OTET) for Company employees. The purpose of the HRA is to reduce the out of pocket medical, dental and vision expenses under the health and welfare programs offered by OTET.

(B) Contributions shall be paid by the Company to OTET and the HRA 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), at the rate of seventy cents (\$0.70) per hour effective August 1, 2023, and in future amounts each January 1st thereafter in accordance with this Section.

Contributions to the HRA will be allocated as determined by the Joint Council 37 Union Negotiating Committee and as provided for in Article 34 of the National Master UPS Agreement. Any available health and welfare contribution rate increases in each year of the contract that are not required by the Trustees of the Oregon Teamster Employers Trust to be utilized for maintenance of benefits un-

der Article 34 of the National Master UPS Agreement and Section 3 above, may be allocated to the HRA as determined by the Joint Council 37 Union Negotiating Committee. The parties acknowledge that the availability of monies for purposes of the HRA is dependent upon the final terms of Article 34 of the National Master Agreement UPS Agreement, which has not yet been negotiated.

(C) The Company shall remit contributions to the OTET HRA by the 15th day of each calendar month for all hours compensated in the previous month.

(D) Any costs associated with administering the HRA will be deducted on a monthly individual account basis as determined by OTET.

## **SECTION 5—OTET UPS RETIREES SUBSIDY FUND**

(A) The Company shall work jointly with the Joint Council 37 Union Negotiating Committee to establish the UPS Retirees Subsidy Fund at the Oregon Teamster Employers Trust. The purpose of the Fund is to reduce the monthly co-pays of UPS retirees and their spouses who participate in the non-Medicare and Medicare retiree health and welfare programs offered by the Trust.

The UPS Retirees Subsidy Fund shall only apply to full-time UPS bargaining unit employees who retire after August 1, 2018 and who, at the time of retirement, meet all eligibility requirements of the Oregon Teamster Employers Trust to participate in the non-Medicare and 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 Joint Council 37 affiliated Local Unions, including Local Union 483, shall be allowed to participate and contribute in the Fund provided the Local(s) make a contribution equivalent to that made on behalf of UPS bargaining unit employees, and provided they are also participants in the Oregon Teamster Employers Trust health and welfare plans and meet all eligibility requirements.

(B) Contributions shall be paid by the Company to the Oregon Teamster 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 two thousand and eighty (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 37 Union Negotiating Committee and as provided for in Article 34 of the National Master UPS Agreement. Any health and welfare contributions in each year of the contract that are not required by the Trustees of the Oregon Teamster Employers Trust to be utilized for maintenance of benefits under Article 34 of the National Master UPS Agreement and Section 3 above, shall be allocated to the UPS Retirees Subsidy Fund as determined by the Joint Council 37 Union Negotiating Committee. The Joint Council 37 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' total increase in cost cannot exceed the amount available as a contribution pursuant to Article 34 of the National Master UPS Agreement. 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 Oregon Teamster Employer Trust UPS Retirees Subsidy Fund by the fifteenth (15th) day of each calendar 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 startup period which will commence for a minimum twelve (12) month period that will begin from the first (1st) 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 37 Union Negotiating Committee. The amount and form of the subsidy shall

also be determined by the Joint Council 37 Union Negotiating Committee.

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

## **ARTICLE 9 WORKERS' COMPENSATION**

### **SECTION 1—SENIORITY PROTECTION**

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

### **SECTION 2—NOTIFICATION TO COMPANY**

The employee shall notify the Company of their status regarding ability to return to employment after their first (1st) doctor's visit and every other week thereafter.

## **ARTICLE 10 SICK LEAVE**

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

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

(B) Employees shall be entitled to Sick Leave pay beginning with the first (1st) workday of any illness or injury and each workday thereafter up to the eighth (8th) calendar day if sufficient hours have been accumulated. Starting the eighth (8th) calendar day, health and welfare plan time loss payments will apply. Sick leave

benefits will be paid to the extent of the difference between time loss benefits and the employee's regular pay.

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

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

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

(F) An employee who is unable to work due to an off-the-job injury or illness, or their designee, shall notify the Company of their status regarding ability to return to employment once every two (2) months from the date their leave begins. No employee shall be disciplined for non-compliance of this Section.

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

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

(A) Employees who have accumulated four hundred and eighty (480) hours into their sick leave bank shall continue to accumulate Sick Leave at the rate of four (4) hours per month. Such employees shall automatically be compensated for all hours above four hundred and eighty (480) hours on the second (2nd) pay period following August 1st of each year. The rate of pay for such excess hours shall be the rate in effect as of July 31st of that year.

(B) Each year any employee with more than two hundred (200) hours accumulated sick leave may choose to be compensated for any or all hours in excess of two hundred (200). Employees choosing such compensation shall inform the Company in writing prior

to July 1st in the year in which compensation is requested. The hourly rate of pay for such excess hours shall be the rate in effect as of July 31st of that year. The check will be issued no later than the second (2nd) pay period following August 1st of that year. Employees shall have the option of rolling the entire pre-tax amount into their UPS 401(k) Plan.

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

(D) Employees who have two hundred (200) or more hours in their sick leave bank upon termination shall be paid for all unused sick leave.

(E) Employees who terminate with more than one hundred (100) hours in their sick leave bank shall receive one-half (1/2) of their unused sick leave.

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

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

## **ARTICLE 11 PENSION**

### **SECTION 1—EMPLOYER CONTRIBUTION**

(A) Pension contributions payable into the Western Conference of Teamsters Pension Trust Fund on account of each full-time employee of the bargaining unit shall be paid for each hour for which compensation was paid (all compensable hours) up to a maximum of two thousand and eighty (2,080) hours per calendar year.

August 1, 2022    \$13.84 Per Hour

Additional contributions to pension will be made in accordance with Article 34 of the 2023-2028 National Master UPS Agreement, to the extent available pursuant to Article 34.

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

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

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

## **SECTION 3—NO MODIFICATION**

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

## **SECTION 4—PROBATIONARY PERIOD**

For probationary employees hired on or after August 1, 2002, the Employer shall pay an hourly contribution rate of ten cents (\$.10) (including \$.01 for PEER/80) during the probationary period as defined in Article 4, Section 1, of the Western Region Supplemental Agreement, but in no case for a period longer than the first ninety (90) calendar days from an employee's first (1st) date of hire. If and when this period is completed, the full standard contribution rate shall apply. Contributions shall be calculated on the same basis as described in this Article.

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

(A) Effective August 1, UPS shall pay into the Western Conference of Teamsters Legal Services Trust Fund the sum of seventeen dollars and thirty cents (\$17.30) per month on all eligible full-time

seniority employees. The total amount due for each calendar month shall be remitted in a lump sum not later than ten (10) days after the last business day of each month. UPS agrees to abide by such rules as may be established by the Trustees of said Trust to facilitate the determination of the hours for which contributions are due, the prompt and orderly collection of such amounts and accurately recording of such hours and such amounts paid on behalf of each such full-time seniority employee covered by the Agreement.

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

(C) Effective August 1, 2018 (on August 2018 hours), and in every successive calendar month going forward of this Agreement, the Company shall contribute five cents (\$0.05) per hour on behalf of each full-time bargaining unit employee to the OTET UPS Retirees Subsidy Fund outlined in Article 8, Section 5 of the JC37 Package Rider. This contribution comes from a reallocation from the Teamsters Legal Services Trust Fund. This hourly contribution to the OTET UPS Retirees Subsidy Fund is over and above the negotiated monies and provisions contained in Article 34 of the National Master UPS Agreement and Article 8, Section 5 of the Joint Council 37 Package Rider, and shall not diminish in any way what shall be available to the Joint Council 37 Union Negotiating Committee under Article 34 of the National Master UPS Agreement, to the extent available pursuant to Article 34.

## **ARTICLE 13**

### **HOLIDAYS**

#### **SECTION 1—NAMED HOLIDAYS**

The following days shall be considered as holidays:

January 1  
Martin Luther King Jr. Day  
Memorial Day  
July 4  
Labor Day  
Thanksgiving Day  
Day After Thanksgiving  
Christmas Day  
December 31  
Personal Holiday One  
Personal Holiday Two  
Personal Holiday Three  
Personal Holiday Four  
Optional Personal Holiday (Paid from sick bank)

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

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

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

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

(C) Seniority employees shall be compensated at their straight time rate of pay and their daily guarantee when such employees do not work and the holiday falls within their regularly scheduled workweek. If the holiday falls outside the employee's regularly

scheduled workweek, then they shall receive eight (8) hours straight time pay. The employees who work on a holiday shall receive their overtime rate of pay with their daily guarantee in addition to receiving holiday pay.

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

(E) Each seniority employee must work their last scheduled day before a holiday and their first (1st) scheduled day after a holiday to receive holiday pay. This shall not apply to employees on approved leave. Non-approved leave is limited to the following: Sick leave without a doctor's note, unexcused call in, failure to report (no call no show), suspension or termination.

(F) Each seniority employee shall be entitled to holiday pay if the holiday falls within the first (1st) thirty (30) days of absence due to illness or non-occupational injury or within ninety (90) days of absence due to occupational injury.

### **SECTION 3—PERSONAL HOLIDAY OPTIONS**

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

1. Combine their four (4) Personal Holidays with the Optional Personal Holiday taken from their sick bank together as a Combination Week to be selected at the next vacation selection period. The additional week may not be taken during the months of June, July, August and September each year.
2. Personal Holidays run from anniversary date to anniversary date and are to be taken or paid at the employees' option, exclusive of the period from December 1 to December 25th. Any left-over Personal Holidays shall be automatically paid in the first (1st) pay period following the end of an employees' anniversary year.

## **SECTION 4—COMBINATION WEEK PAYMENT**

The Combination Week shall be paid at forty (40) hours straight time for full-time employees.

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

(A) An employee choosing to take time off as a Personal Holiday shall give fourteen (14) days' notice to the Employer by posting their choice on a calendar provided by the Employer in an area easily accessible to employees. The sole purpose of this calendar shall be for the selection and review of Personal Holidays. The selected day shall be at the choice of the employee, and seniority shall prevail in the selection of the day to be taken. Once inside the fourteen (14) day calendar period and prior to the seventh (7th) calendar day before the selected day, any openings that were not selected may still be selected and filled on a first (1st) come first (1st) served basis. In either case, once selected, this day cannot be changed by the employee, the Employer or a senior employee.

(B) In package and feeder Operations, the following minimum number of employees shall be allowed off in each Operation per day for their Optional Personal Holiday:

1-29	Employees on roll	1
30-60	Employees on roll	2
61-90	Employees on roll	3
91-120	Employees on roll	4
121-150	Employees on roll	5
151-200	Employees on roll	6
201+	Employees on roll	7

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

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

## **ARTICLE 14**

### **VACATIONS**

#### **SECTION 1—VACATION ACCRUAL**

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

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

(B) An employee shall accrue one-twelfth (1/12) of their vacation for each month that they average three (3) days work per week.

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

#### **SECTION 2—PAYMENT UPON TERMINATION**

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

#### **SECTION 3—VACATION OPTIONS**

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

#### **EARNED VACATION WEEKS / PAYMENT OPTION WEEKS**

2 OR 3	2
4 OR 5	3
6 OR 7	4

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

## **SECTION 4—VACATION PAY**

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

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

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

(A) The vacation period will be from January 1st, to December 31st, exclusive of the Sunday following Thanksgiving through December 25th. If December 25th falls on a Sunday or a Monday, that week shall be part of the normal vacation selection process.

(B) Vacation eligibility and selection schedules shall be posted on Monday of the first (1st) full week of October. Selection shall begin in the second (2nd) full week of October and shall be completed at the end of five (5) full weeks.

(C) The top twenty percent (20%) shall select their vacation in seniority order during the first (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.

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

## **SECTION 6—HOLIDAY DURING VACATION**

If an employee's vacation period includes a holiday, 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, which will not be unreasonably withheld.

## **SECTION 7—UNEMPLOYMENT COMPENSATION**

If an employee's paid vacation period accrues or is payable during a period in which 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 15 DISCHARGE OR SUSPENSION/ GRIEVANCE SETTLEMENTS OF DISPUTES**

(A) See Articles 25, 26, 27 and 28 of the Western Region Supplemental Agreement.

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

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

## **ARTICLE 16 NO DISCRIMINATION**

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

## **ARTICLE 17**

### **EQUIPMENT SALE**

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

## **ARTICLE 18**

### **INSPECTION PRIVILEGES**

- (A) The Union has a right to inspect and copy payroll records and documents relating to the wages, hours, benefits and all other fringe items pertaining to employees performing bargaining unit work.
- (B) Employees shall have the right upon request to access their personnel files, Company records and/or documents relating to their wages, hours, benefits and all other fringes. The employee shall be allowed this access before or after working hours.

## **ARTICLE 19**

### **DURATION**

- (A) This Rider shall be in full force and effect from August 1, 2023 through July 31, 2028.

**Teamsters Joint Council No. 37**  
**Union Negotiating Committee**

Ben Vedus, Chair, Local 162 Business Agent

Mark Davison, Co-Chair, Local 162 President

Chris R. Muhs, Co-Chair, Local 324 Secretary-Treasurer

Darel Hardenbrook, Co-Chair, Local 483 Secretary-Treasurer

Bobby Rispler, Coordinator, Local 162 Business Agent

**Local Union Officers**

Walter Lachapelle III, Local 58 Secretary-Treasurer

Tom Alcomendes, Local 58 Business Agent

Justin Baptista, Local 58 Business Agent

Mike Van Orsow, Local 162 Business Agent

Matt Konz, Local 162 Union Representative

Geoff Stewart, Local 206 Secretary-Treasurer

Clark Kimball, Local 206 Business Agent

Scott Slagel, Local 483 President

Micaela Johnson, Local 483 Business Agent

Gary Davis, Local 483 Business Agent

Michael Beranbaum, Local 670 Secretary-Treasurer

Paul Johnson, Local 670 Business Agent

**Rank and File Members**

Clancy Babcock,  
Local 58

Jaime Day,  
Local 162

Colby Brewer,  
Local 324

Jamarsae Brown,  
Local 162

Mike Henderson,  
Local 206

Mike Thies,  
Local 324

Casey Hodge,  
Local 162

Dan Soeby,  
Local 206

Carol Scott,  
Local 324

Matt Hefflinger,  
Local 162

Mike Jurkiewicz,  
Local 206

Michael Blanchard,  
Local 483

Walt Lawson,  
Local 162

Aaron Kimball,  
Local 206

Nick Zabala,  
Local 483

Don Good,  
Local 162

Jed Massey,  
Local 206

Andrew Hoffman,  
Local 670

Ryan Kelley,  
Local 162

Rod Trussell,  
Local 324

Robert Rising,  
Local 670

Justin Altemus,  
Local 162

Jordan Tull,  
Local 324

Rachel Dow,  
Local 670

**United Parcel Service  
Employer Negotiating Committee**

Deborah Ostendorp, Region Labor Relations Coordinator  
Lashawn Butler, Labor Manager  
Todd Gertz, Labor Manager  
Russ Goff, Division Manager  
Tony Elizondo, Division Manager  
Kim Chauvet, Manager  
Ash Selberg, Manager  
Chad Hefner, District Labor Manager







**Teamsters  
Joint Council No. 37  
Sort Rider**

**to the  
NATIONAL MASTER  
UNITED PARCEL SERVICE  
AGREEMENT**

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



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**TEAMSTERS  
JOINT COUNCIL NO. 37  
SORT RIDER  
to the  
NATIONAL MASTER  
UNITED PARCEL SERVICE, INC.  
AGREEMENT**

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

**For the period of  
August 1, 2023 through July 31, 2028**

**ARTICLE 1  
PART-TIME EMPLOYEES**

**SECTION 1—WORKDAY / WORKWEEK**

See Article 20, Section 3 of the Western Region Supplemental Agreement.

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

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

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

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

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

### **SECTION 3—OVERTIME**

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

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

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

### **SECTION 4—PART-TIME BENEFITS**

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

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

(A) Each October the Company will post new sign-up lists in each building for a thirty (30) day period in which part-time employees may choose to indicate their desire for full-time work. There shall be three (3) sign up lists, one (1) for package driving, one (1) for feeder (pursuant to Article 2, Section I of the JC37 Package Rider); and one (1) for full-time inside jobs. The employee shall have the right to sign one (1), two (2) or all three (3) lists. From these lists the Employer shall offer in seniority order to the employees an opportunity to become a full-time package driver or a full-time inside employee from January through December the following year. In April of each year the same list shall be posted for any employee who wishes to

have their name dove-tailed to the current year lists to be effective June 1st. The Company will post emergency sign-up lists after exhausting the regular sign-up lists outside the regular posting periods.

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

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

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

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

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

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

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

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

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

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

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

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

(H) When no full-time package driver makes a request to become a feeder driver, the Company shall offer any permanent or back-up opening first (1st) to qualified existing part-time employees and qualified existing full-time combination employees in seniority order that possess a valid Class A CDL. Part-time and full-time combination employees shall then be given the opportunity to fill feeder full-time jobs before hiring from outside. To be qualified, an employee must have previously been trained as an air driver, feeder shifter, or car parker. Employees shall be paid in accordance with Article 2 Section 1 (G) of the JC37 Package Rider for the non-productive time spent in feeder school. Employees moving into back-up feeder driver capacity have the right to retain their seniority and job assignments when not performing feeder work. Article 2 of the JC37 Package Rider shall apply to the back-up feeder position unless specifically altered by this paragraph. Part-time employees in a back-up feeder position shall be paid in accordance with the progression schedule contained in Article 41 Section 2 (C) of the National Master UPS Agreement. A part-time employee making more than the progression will be red-circled until such time as the calculated progression rate exceeds that rate. A part-time employee who gains feeder seniority and full-time status will maintain their Article 41 progression status and not have to go through another progression.

(I) When Human Resources (HR) is unable to reach an employee for a job promotion due to invalid contact information, the employ-

ee's immediate supervisor will make in-person contact with the employee and it will be documented.

## **SECTION 6—DELAYED START TIME**

- (A) See Article 21 of the Western Region Supplemental Agreement.
- (B) The Friday night hub start time may be scheduled up to four (4) hours later than normal without the payment of any penalty.

## **SECTION 7—PART-TIME EMPLOYEE REST PERIOD**

All part-time employees will be allowed a ten (10) minute paid rest period, to begin when the employee leaves the work area and ends when the employee has returned to the work area. This rest period will normally be scheduled in the middle of each shift. All part-time employees who work more than six (6) hours in a shift shall receive a second (2nd) ten (10) minute paid rest period.

## **SECTION 8—PEAK SEASON HELPERS**

- (A) A helper is defined as a person who may be used to assist the driver in the handling of packages for delivery and pickup purposes only and shall not be permitted to drive package vehicles. Helpers may be used commencing November 15th through December 31st.
- (B) The helper rate of pay shall be no less than minimum wage for the state in which the work is completed. Helpers shall be guaranteed a minimum of three (3) hours work or pay, and shall be paid time and one-half (1-1/2) after eight (8) hours.
- (C) From November 15th through December 31st, regular part-time employees may be used as helpers solely at the discretion of management, and if so used, shall fifteen dollars and fifty cents (\$15.50) per hour.
- (D) Helpers need not report to a Center before commencing work, but may be picked up in the area and commence work at the scheduled time of pickup.

(E) From January 1st through the Saturday of the second full week in January, regular part-time employees shall be offered helper work in seniority order at their current rate of pay or eighteen dollars (\$18.00) per hour, whichever is greater. Additionally, inside helpers may be used outside the helper period cited above under the following conditions: 1. With a minimum of seven (7) days written notification to the Local Union a Center may use inside helpers for a five (5) consecutive day period in a calendar year. 2. With notification to the Local Union a Center may use inside helpers for an additional five (5) individual days in a calendar year. Under no circumstance will the use of helpers, under these provisions, exceed ten (10) days in a calendar year outside the helper period from November 15th through the Saturday of the second full week in January. During this period, these regular part-time employees shall be guaranteed three and one-half (3-1/2) hours of helper work or pay. Time and one-half (1-1/2) shall be paid after eight (8) hours of straight time work in any day. In the event additional staffing is required, the Company may utilize part-time package helpers hired between November 15th through December 31st as outlined above.

## **SECTION 9—SHOW-UP PAY**

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

## **SECTION 10—PART-TIME OPENINGS**

See Article 6, Section 4 of the Western Region Supplemental Agreement.

# **ARTICLE 2 SENIORITY**

## **SECTION 1—SENIORITY LISTS**

(A) In each building there shall be separate seniority lists for part-time inside and part-time bid air driver classifications. Part-time bid

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

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

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

(D) When an employee is forced to move from one (1) seniority list to another separate seniority list, then their seniority date shall be dovetailed on the list to which they are transferred.

(E) Effective August 1, 2018, the following shall be used to determine the seniority order for placement of newly hired and transferred employees on a seniority list as a tie-breaker only:

1. First (1st) day worked in Local Union's jurisdiction.
2. Alphabetical order. Last name first (1st). First name second (2nd). Middle name third (3rd).

## **SECTION 2—LAYOFF AND RECALL**

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

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

## **SECTION 3—EXTRA WORK**

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

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

(C) No employee shall be allowed to work a second (2nd) extra shift in a twenty-four (24) hour period prior to all employees who have signed up for extra work being offered a first (1st) extra shift.

(D) (1) The Employer agrees that the function of supervisors is the supervision of employees and not the performance of the work of the employees they supervise. Accordingly, the Employer agrees that supervisors or other employees of the Employer who are not members of the bargaining unit shall not perform any bargaining unit work, except to train employees or demonstrate safety. The Employer shall make every reasonable effort to maintain a sufficient workforce to staff its Operations with bargaining unit employees. The Employer also agrees that supervisors or other employees of the Employer who are not members of the bargaining unit shall not perform bargaining unit work in preparing the work areas before the start of

the Employer's hub, preload or reload Operation, nor shall the Employer send any bargaining unit employee home and then have such employees' work performed by a supervisor or other employees of the Employer who are not a member of the bargaining unit.

(2) When additional employees are necessary to complete the Employer's Operations on any shift or within any classification, the supervisor shall exhaust all established Local practices to first (1st) use bargaining unit employees including where applicable, double shifting, early call-in, and overtime.

(3) If there is no established Local practice, the following shall apply with regard to inside work. Within each building, each Operation will maintain appropriate list(s), by seniority, of those part-time employees requesting coverage work. It will be the employee's responsibility to sign-up on the appropriate list. The Company shall post such lists and employees who are interested in adding their names to the lists shall do so on the first (1st) working day of each month. It will be the employee's responsibility to make sure their contact information is correct. Employees who are unavailable to work on three (3) separate occasions within a calendar month shall have their names removed from the coverage list. Those employees shall be eligible to re-sign the list the following month. When coverage work is available, the Company will use the appropriate list to fill the required positions, and such employees will work as assigned. The employee must be qualified for the available work and double shift employees shall have seniority among themselves. Local call verification practices and procedures shall remain in place. Nothing contained in this Section shall change existing practices or procedures covering full-time work. By mutual agreement, the Company may implement technological advancements in the way employees sign-up for and are offered extra work. A request will not arbitrarily be denied. This Section is not intended to supersede any local extra work agreement/practice.

## **SECTION 4—ABILITY TO TRANSFER**

Any part-time bargaining unit employee, covered by this Agreement, shall be eligible to transfer to any other location covered by the JC37 Sort Rider. Transfers shall be made in accordance with the following:

- (A) Employees must have at least one (1) year seniority and not have served a suspension within the nine (9) month period prior to submitting a transfer request. It is understood that there must be an opening in the employee's current job classification, and the transferee must be qualified to perform the work prior to any transfer being awarded.
- (B) Any employee who wishes to transfer to another location may submit a written request to the Employer. This request form will state the employee's name, seniority date, job classification, facility and job desired. The request form shall be signed by the employee and a Company representative with a copy to be retained by the employee. Such request will remain active for the remainder of the calendar year. These requests shall be forwarded to the District's Human Resource Department. Transfers will be granted from this list beginning from January 1st through September 30th of the following year. No transfers will be granted during October, November, and December.
- (C) Transfers may be limited to two (2) transfers from each classification to each facility per year.
- (D) Any employee transferring under this provision shall be entitled for the purposes of lay-off, bidding, vacation, and holiday selection. The employee shall maintain their Company seniority for all other entitlements. The transferee releases their selected vacation schedule for the year in which the transfer is granted. They shall be paid vacation according to their original vacation schedule. The transferee may be granted their original vacation selection if that week is available at their new Center. If the Company is unable to grant that selected week due to the existing vacation schedule at the Center or staffing shortage, then the employee shall be granted time off at mutually agreeable times.
- (E) A transfer under this provision must be accepted by the employee within forty-eight (48) hours of notification. The transferring employee shall report to work in their new location within two (2) weeks. Any employee declining a requested transfer, shall not be permitted to submit additional transfer requests for the remainder of that calendar year.

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

## **ARTICLE 3 WAGES**

### **SECTION 1—WAGES**

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

	Preloader/Sorter	Loader/Unloader
8/1/2023	45.91	44.75
8/1/2024	46.66	45.50
8/1/2025	47.41	46.25
8/1/2026	48.41	47.25
8/1/2027	50.66	49.50

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

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

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

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

## **SECTION 3—AIRPORT BADGING**

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

## **SECTION 4**

In the first (1st) year of this Agreement, the Joint Council 37 Union Negotiating Committee is authorized to reallocate up to a maximum of twenty-five cents (\$0.25) per hour of the hourly pension increase to an hourly wage increase. In each subsequent year the Committee shall determine whether the same reallocation will be made based on an approval by majority vote of the members. In all cases, the Committee must comply with Article 34, Section 4 of the National Master UPS Agreement.

## **SECTION 5**

The Company may provide additional benefits, higher hourly wage rates or bonuses in order to attract or retain part-time employees. The additional benefits, wages or bonuses may be structured to apply to any specific shift or Operation.

# **ARTICLE 4**

## **HEALTH AND WELFARE**

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

(A) For those part-time employees who have received health and welfare benefits from the Company Health & Welfare Plan, benefits on and after January 1, 2014 will be provided by the Teamsters Western Region and Local 177 Health Care Plan, under the terms set forth in Article 34 of the National Master UPS Agreement. The Company will continue to provide health & welfare benefit coverage under the existing plan through December 31, 2013 pursuant to the terms of the December 19, 2007 through July 31, 2013 National

Master UPS Agreement, Western Region Supplemental Agreement and the Joint Council 37 Sort Rider.

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

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

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

## **ARTICLE 5 WORKERS' COMPENSATION**

### **SECTION 1—SENIORITY PROTECTION**

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

### **SECTION 2—NOTIFICATION TO COMPANY**

The employee shall notify the Company of their status regarding ability to return to employment after their first (1st) doctor's visit and every other week thereafter.

## **ARTICLE 6**

### **SICK LEAVE**

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

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

(B) Employees shall be entitled to sick leave pay beginning with the first (1st) workday of any illness or injury and each workday thereafter up to the eighth (8th) calendar day if sufficient hours have been accumulated. Starting with the eighth (8th) calendar day, health and welfare plan time loss payments will apply. Sick leave benefits will be paid to the extent of the difference between time loss benefits and the employee's regular pay.

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

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

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

(F) An employee who is unable to work due to an off-the-job injury or illness, or their designee, shall notify the Company of their status regarding ability to return to employment once every two (2) months from the date their leave begins. No employee shall be disciplined for non-compliance of this Section.

(G) An employee who is unable to work due to an off-the-job injury or illness shall be removed from the seniority list after a period of

three (3) years, unless extended by mutual agreement between the Union and the Employer. This provision only applies to employees who go off work due to an off-the-job injury or illness after August 1, 2013, and not employees off-the-job prior to August 1, 2013.

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

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

(B) Each year any employee with more than one hundred (100) hours accumulated sick leave may choose to be compensated for any or all hours in excess of one hundred (100). Employees choosing such compensation shall inform the Company in writing prior to July 1st in the year in which compensation is requested. The hourly rate of pay for such excess hours shall be the rate in effect as of July 31st of that year. The check will be issued no later than the second (2nd) pay period following August 1st of that year. Employees shall have the option of rolling the entire pre-tax amount into their UPS 401K Plan.

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

(D) Employees who have one hundred (100) or more hours in their sick leave bank upon termination shall be paid for all unused sick pay.

(E) Employees who terminate with more than fifty (50) hours in their sick leave bank shall receive one-half (1/2) of their unused sick leave.

## **SECTION 3—WORKERS’ COMPENSATION/ SICK LEAVE COORDINATION**

Loss of work time due to a recognized Workers’ Compensation injury shall allow an employee to coordinate their disability payment and available sick leave to achieve the employee’s pay for their

daily guarantee. Such coordination shall continue at the employee's option as long as there are hours available in their sick leave bank.

## **ARTICLE 7 PENSION**

### **SECTION 1—EMPLOYER CONTRIBUTION**

(A) Pension contributions payable into the Western Conference of Teamsters Pension Trust Fund on account of each part-time employee of the bargaining unit shall be paid for each hour for which compensation was paid (all compensable hours) up to a maximum of two thousand eighty (2,080) hours per calendar year.

August 1, 2022    \$ 12.03

Additional increases to hourly pension contributions per Article 34 of the 2023-2028 National Master UPS Agreement, to the extent available pursuant to Article 34.

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

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

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

### **SECTION 3—NO MODIFICATION**

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

### **SECTION 4**

For probationary employees hired on or after August 1, 2002, the Employer shall pay an hourly contribution rate of ten cents (\$0.10)

(including one cent (\$0.01) for PEER/80 for full-time employees and PEER/84 for part-time employees) during the probationary period as defined in Article 4, Section 1, of the Western Supplemental Agreement, but in no case for a period longer than the first ninety (90) calendar days from an employee's first (1st) date of hire. If and when this period is completed, the full standard contribution rate shall apply. Contributions shall be calculated on the same basis as described in this Article.

## **ARTICLE 8**

### **PACIFIC COAST BENEFITS TRUST**

(A) Effective August 1, 1993, UPS shall make contributions at the rate of twenty-five cents (\$0.25) per compensable hour into the Pacific Coast Benefits Trust (herein "Trust") on behalf of all employees on whose behalf UPS was obligated to make contributions into the Trust immediately prior to August 1, 1993. With respect to employees whose first (1st) hour of employment (or reemployment) with UPS is on or after August 1, 1993, UPS shall make contributions at the rate of twenty-five cents (\$0.25) per compensable hour into the Pacific Coast Benefits Trust Fund on behalf of each such employee beginning on the earlier of the employee's achievement of seniority or the employee's completion of six hundred (600) hours of employment (or reemployment) within twelve (12) consecutive calendar months, such contributions to be made retroactively for all compensable hours in the twelve (12) consecutive months immediately preceding achievement of seniority or the completion of six hundred (600) hours of employment (or reemployment) as the case may be. Provided, however, that UPS shall not contribute for more than one hundred and seventy-three (173) hours in any calendar month for each covered employee. The total amount due for each calendar month shall be remitted in a lump sum not later than the tenth (10th) day of the following month.

(B) The rate of twenty-five cents (\$0.25) per compensable hour shall be increased to thirty cents (\$0.30) per compensable hour on August 1, 1994 and to thirty-five cents (\$0.35) per compensable

hour on August 1, 1995 and to forty cents (\$0.40) per compensable hour on August 1, 1996.

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

## **ARTICLE 9**

### **TEAMSTERS LEGAL SERVICES TRUST FUND**

(A) Effective August 2018 UPS shall pay into the Western Conference of Teamsters Legal Services Trust Fund the sum of ten cents (\$0.10) per compensable hour up to a maximum of seventeen dollars and thirty cents (\$17.30) per month for each seniority part-time employee. The total amount due for each calendar month shall be remitted in a lump sum not later than ten (10) days after the last business day of each month. UPS agrees to abide by such rules as may be established by the Trustees of said Trust to facilitate the determination of the hours for which contributions are due, the prompt and orderly collection of such amounts and accurately recording of such hours and such amounts paid on behalf of each such part-time seniority employee covered by the Agreement.

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

(C) Effective August 1, 2018, all part-time bargaining unit employees on roll shall receive an additional hourly wage increase of

five cents (\$0.05) per hour. This hourly wage increase comes from a reallocation from the Teamsters Legal Services Trust Fund. This hourly wage increase is over and above the negotiated monies contained in Article 22 of the National Master UPS Agreement and Article 3 Section 4 of the Joint Council 37 Sort Rider.

## **ARTICLE 10 HOLIDAYS**

### **SECTION 1—NAMED HOLIDAYS**

The following days shall be considered as holidays:

January 1  
Martin Luther King Jr. Day  
Memorial Day  
July 4  
Labor Day  
Thanksgiving Day  
Day After Thanksgiving  
Christmas Day  
December 31  
Personal Holiday One  
Personal Holiday Two  
Personal Holiday Three  
Personal Holiday Four  
Optional Personal Holiday (Paid from sick bank)

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

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

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

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

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

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

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

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

### **SECTION 3—PERSONAL HOLIDAY OPTIONS**

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

1. Combine their four (4) Personal Holidays with the Optional Personal Holiday taken from their sick bank and together as a Combination Week to be selected at the next vacation selection period. The additional week may not be taken during the months of June, July, August and September each year.

2. Personal Holidays run from anniversary date to anniversary date and are to be taken or paid at the employee's option, exclusive of

the period from December 1st to December 25th. Any leftover Personal Holidays shall be automatically paid in the first (1st) pay period following the end of an employee's anniversary year.

## **SECTION 4—COMBINATION WEEK PAYMENT**

The Combination Week shall be paid at twenty (20) hours straight time for part-time employees.

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

(A) An employee choosing to take time off as a Personal Holiday shall give fourteen (14) days' notice to the Employer by posting their choice on a calendar provided by the Employer in an area easily accessible to employees. The sole purpose of this calendar shall be for the selection and review of Personal Holidays. The selected day shall be at the choice of the employee, and seniority shall prevail in the selection of the day to be taken. Once inside the fourteen (14) calendar day period and prior to the seventh (7th) calendar day before the selected day, any openings that were not selected may still be selected and filled on a first (1st) come first (1st) served basis. In either case, once selected this day cannot be changed by the employee, the Employer or a senior employee.

(B) In inside Operations the following minimum number of employees will be allowed off per day for their Personal Holiday in each Operation:

1-30	Employees on roll	1
31-74	Employees on roll	2
75-149	Employees on roll	3
150-199	Employees on roll	4
200-249	Employees on roll	5
250-299	Employees on roll	6
300+	Employees on roll	7

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

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

## **SECTION 7—PAYMENT FOR HOLIDAYS**

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

## **ARTICLE 11 VACATIONS**

### **SECTION 1—VACATION ACCRUAL**

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

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

(B) An employee shall accrue one-twelfth (1/12) of their vacation for each month that they average three (3) days work per week.

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

### **SECTION 2—PAYMENT UPON TERMINATION**

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

### **SECTION 3—VACATION OPTIONS**

(A) Employees have the option of taking all vacation earned and receiving twenty-two and one-half (22½) hours vacation pay for each week, or working and receiving pay for twenty-two and one-

half (22½) hours straight time in addition to hours worked, according to the following schedule.

#### **EARNED VACATION WEEKS / PAYMENT OPTION WEEKS**

2 OR 3	2
4 OR 5	3
6 OR 7	4

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

### **SECTION 4—VACATION PAY**

(A) Vacation pay for part-time employees shall be twenty-two and one-half (22½) straight time hours for each week of vacation accrued.

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

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

(A) The vacation period will be from January 1st to December 31st, exclusive of the Sunday following Thanksgiving through December 25th. If December 25th falls on a Sunday or a Monday, that week shall be part of the normal vacation selection process.

(B) Vacation eligibility and selection schedules shall be posted on Monday of the first (1st) full week in October. Selection shall begin Monday of the second (2nd) full week of October and shall be completed at the end of five (5) full weeks.

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

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

## **SECTION 6—HOLIDAY DURING VACATION**

If an employee's vacation period includes a holiday, 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, which will not be unreasonably withheld.

## **SECTION 7—UNEMPLOYMENT COMPENSATION**

If an employee's paid vacation period accrues or is payable during a period in which 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 12 DISCHARGE OR SUSPENSION/ GRIEVANCE SETTLEMENT OF DISPUTES**

(A) See Articles 25, 26, 27 and 28 of the Western Region Supplemental Agreement.

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

## **ARTICLE 13 NO DISCRIMINATION**

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

## **ARTICLE 14**

### **EQUIPMENT SALE**

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

## **ARTICLE 15**

### **INSPECTION PRIVILEGES**

- (A) The Union has a right to inspect and copy records and documents relating to the wages, hours, benefits and all other fringe items pertaining to employees performing bargaining unit work.
- (B) Employees shall have the right upon request to access their personnel files, Company records and/or documents relating to their wages, hours, benefits and all other fringes. The employee shall be allowed this access before or after working hours.

## **ARTICLE 16**

### **DURATION**

This Rider shall be in full force and effect from August 1, 2023 through July 31, 2028.

**Teamsters Joint Council No. 37**  
**Union Negotiating Committee**

Ben Vedus, Chair, Local 162 Business Agent

Mark Davison, Co-Chair, Local 162 President

Chris R. Muhs, Co-Chair, Local 324 Secretary-Treasurer

Darel Hardenbrook, Co-Chair, Local 483 Secretary-Treasurer

Bobby Rispler, Coordinator, Local 162 Business Agent

**Local Union Officers**

Walter Lachapelle III, Local 58 Secretary-Treasurer

Tom Alcomendes, Local 58 Business Agent

Justin Baptista, Local 58 Business Agent

Mike Van Orsow, Local 162 Business Agent

Matt Konz, Local 162 Union Representative

Geoff Stewart, Local 206 Secretary-Treasurer

Clark Kimball, Local 206 Business Agent

Scott Slagel, Local 483 President

Micaela Johnson, Local 483 Business Agent

Gary Davis, Local 483 Business Agent

Michael Beranbaum, Local 670 Secretary-Treasurer

Paul Johnson, Local 670 Business Agent

**Rank and File Members**

Clancy Babcock,  
Local 58

Jaime Day,  
Local 162

Colby Brewer,  
Local 324

Jamarsae Brown,  
Local 162

Mike Henderson,  
Local 206

Mike Thies,  
Local 324

Casey Hodge,  
Local 162

Dan Soeby,  
Local 206

Carol Scott,  
Local 324

Matt Hefflinger,  
Local 162

Mike Jurkiewicz,  
Local 206

Michael Blanchard,  
Local 483

Walt Lawson,  
Local 162

Aaron Kimball,  
Local 206

Nick Zabala,  
Local 483

Don Good,  
Local 162

Jed Massey,  
Local 206

Andrew Hoffman,  
Local 670

Ryan Kelley,  
Local 162

Rod Trussell,  
Local 324

Robert Rising,  
Local 670

Justin Altemus,  
Local 162

Jordan Tull,  
Local 324

Rachel Dow,  
Local 670

**United Parcel Service  
Employer Negotiating Committee**

Deborah Ostendorp, Region Labor Relations Coordinator  
Lashawn Butler, Labor Manager  
Todd Gertz, Labor Manager  
Russ Goff, Division Manager  
Tony Elizondo, Division Manager  
Kim Chauvet, Manager  
Ash Selberg, Manager  
Chad Hefner, District Labor Manager