

**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 to 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<sup>1/2</sup>) 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<sup>1/2</sup>). 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<sup>1/2</sup>).

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

3. A day(s) worked on the part-time shift will not count as a day(s) toward the package car driver probationary/trial period outlined under Article 4 Section 1 of the 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 employee'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<sup>1/2</sup>) 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 ( $3\frac{1}{2}$ ) hours of helper work or pay. Time and one-half ( $1\frac{1}{2}$ ) 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 ( $3\frac{1}{2}$ ) 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 (1<sup>st</sup>). First name second (2<sup>nd</sup>). Middle name third (3<sup>rd</sup>).

## **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 (2<sup>nd</sup>) extra shift in a twenty-four (24) hour period prior to all employees who have signed up for extra work being offered a first (1<sup>st</sup>) 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 (1<sup>st</sup>) 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 end-tailed for the purposes of lay-off, bidding, vacation, and holiday selection. The employee shall maintain their Company seniority for all other entitlements. The transferee releases their selected vacation schedule for the year in which the transfer is granted. They shall be paid vacation according to their original vacation schedule. The transferee may be granted their original vacation selection if that week is available at their new Center. If the Company is unable to grant that selected week due to the existing vacation schedule at the Center or staffing shortage, then the employee shall be granted time off at mutually agreeable times.

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

	<u>Preloader/Sorter</u>	<u>Loader/Unloader</u>
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.

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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 25<sup>th</sup>. If December 25<sup>th</sup> 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

