

**Teamsters Local Union  
No. 344**  
and  
**United Parcel Service  
Supplemental Agreement**  
to the  
**NATIONAL MASTER  
UNITED PARCEL SERVICE  
AGREEMENT**

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

**LOCAL UNION RIDER**  
**FOR**  
**TEAMSTERS LOCAL 344**  
**MILWAUKEE, WISCONSIN**  
**AND**  
**UNITED PARCEL SERVICE, INC.**  
**COVERING THE OPERATIONS**  
**IN THE STATE OF WISCONSIN**  
**FOR THE PERIOD**  
**AUGUST 1, 2013 THROUGH JULY 31, 2018**

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## **LOCAL 344/WISCONSIN DISTRICT MISSION STATEMENT**

Notwithstanding any contractual provision elsewhere in this Agreement, in an effort to further develop and increase volume and customer confidence in the District of Wisconsin, it is understood Teamster Union Local 344, its agents, and members are encouraged to take a pro-active role in supporting and promoting participation in any and all company initiated development activities.

### **Rider Article 1 Seniority, Layoff, Posting, Transfers**

Seniority of the Central Region of Teamsters Supplemental Agreement to the National Master United Parcel Service Agreement shall apply except for Article 3, Section 5, 8, and 13. In addition, the following conditions shall apply to the Teamster Local 344, Wisconsin Jurisdiction.

#### **Section 1. Seniority List Posting**

Center seniority lists shall include center bidding dates.

#### **Section 2.**

##### **(A) Layoff of Less Than One (1) Week**

Seniority shall prevail on a building basis for layoff of less than one (1) week. If an employee in a particular building is laid off due to lack of work and the layoff is for less than one (1) week, the employee will then displace the junior employee in that building, regardless of classification and if qualified. The provisions of the Central Region of Teamsters Supplement (C.R.T.) Article 3, section 6 shall apply to laid off full-time seniority employees; these employees shall be eligible for recall by seniority into their classification.

##### **(B) Layoff of One (1) Week or More**

Statewide seniority shall prevail. If the layoff is one (1) week or more, the most junior employee in that center may then displace the most junior employee on the following Monday in that area regard-

less of classification and if qualified. The employee then displaced from that area may then displace the last employee hired in the state. Upon increasing the work force in a center, the last employee displaced from that center shall be the first (1<sup>st</sup>) employee recalled to that center.

1. In the case of a feeder driver displacing a package driver or a package driver displacing a feeder driver, the same procedure shall apply as outlined above, providing the employee is qualified.

### **Section 3. Package Driver, Delivery Area, Posting, and other Full-time Jobs.**

(A) All package delivery area openings for package drivers shall be posted for a period of seven (7) days in a conspicuous place in the center where the openings occur.

On the seventh (7<sup>th</sup>) day of the posting, the names of the package drivers remaining on the posting, in accordance with their center bidding seniority, will be assigned to the area posted. The filling of each opening in this manner shall be limited to three (3) changes as follows: The original opening and the next two (2) resulting vacancies. After receiving the package delivery area bid, the package driver shall not be eligible to bid on another package delivery area opening in that center for a period of six (6) months, unless the bid is discontinued or moved out of the center.

Any package delivery area in existence for thirty (30) days shall be posted for bid by the thirtieth (30<sup>th</sup>) day. Any new package delivery area created during the peak period shall be considered temporary.

(B) All non-bid package areas shall be bid on or about September 15<sup>th</sup> and March 15<sup>th</sup> of each year.

(C) Any new full-time job in existence for thirty (30) calendar days or any permanent vacancy other than package and feeder jobs, shall be posted the following Tuesday to all full-time employees within the classification in the building. A letter of transfer will fill the resulting vacancy from full-time employees. If no letters of trans-

fer are on file, it shall be bid by total Company seniority to all employees in the building. The employee awarded the bid must stay in that position for six (6) months, before being eligible to bid in that classification again. Any new full-time job created during the peak season shall be considered temporary.

(D) Any job or package delivery area/TDP vacated due to transfers, etc., shall be considered a permanent opening and will be posted on the Tuesday following the vacancy.

(E) All job bids shall be filled on the Monday following the completion of the job bidding procedure, unless otherwise mutually agreed in conjunction with the efficient operation of the Employer's business. Employees on disability, vacation, etc., will be notified of all new job postings, when and if said employee contacts the employer for that specific purpose.

(F) After completion of the job posting procedure, a copy will be given to the Local Union Steward.

(G) All new permanent TDP/package combination areas or any vacated permanent TDP/package combination areas shall be bid to all full-time qualified employees in that building, excluding Maintenance Mechanics. These employees will work in the package driver classification. The feeder driver successfully bidding will retain his/her feeder bidding seniority or may exercise Article 3 section 9 (b) of the Central Region Supplement if the TDP work is reduced by more than 50% of the hours. The Employee must be qualified to perform the work they elect.

(H) Full-time combination employees will work their bid job when work is available. It is understood that daily adjustments can be made to ensure all work assignments are covered. Employees will work as directed when work is not available in the employee's regular assigned job. When combination employees are temporarily moved off his/her job, it shall be by seniority from those employees qualified and available, in the immediate work area. The provisions of Article 12 section 4 of the Central Region Supplement shall apply to all full time combination employees.

## **Section 4.**

### **A. Package Geographical Transfers**

Any package driver having completed one (1) year of service with the employer within the jurisdiction of the Local Union desiring to move to another building shall so inform the Employer and the Union via United States mail. The Employer and the Union shall acknowledge each request in writing and send a copy to said driver. The request must be on the approved company form and state the specific building to which he/she would like to move. Only the most recent request from each employee on file will be recognized using statewide seniority. Upon notification of granting of transfer, the employee will have three (3) days to give notification to the employer of refusal to accept the transfer. Refusing the transfer will act to void the request. The employee transferring shall go to the bottom of the appropriate seniority list for purposes of job bidding only. When a permanent opening occurs in a building, the opening shall be filled from the transfer list and continue to be part of the rotation. The next permanent opening in that building shall be filled as outlined in Article 3, Section 10 of the Central Region of Teamsters Supplement. This procedure shall establish the formula for subsequent openings. The transferee must stay in the new building for a period of twelve (12) months before he/she becomes eligible to transfer again.

### **B. Full-time Geographical Transfers**

Any full-time employees having completed one (1) year of service with the Employer within the jurisdiction of the Local Union desiring to move to another building shall so inform the Employer and the Union via United States mail. The Employer and the Union shall acknowledge each request in writing and send a copy to said employee. The request must be on the approved company form and state the specific building to which he/she would like to move. Only the most recent request from each employee on file will be recognized using statewide seniority. Upon notification of granting of transfer, the employee will have three (3) days to give notification to the Employer of refusal to accept the transfer. Refusing the transfer will act to void the request. The employee transferring

shall go to the bottom of the appropriate seniority list for purposes of job bidding only. When a permanent opening occurs in a building, the opening shall be filled as outlined in Article 1, Section 3C. The transferee must stay in the new building for a period of twelve (12) months before he/she becomes eligible to transfer again.

## **Section 5. Bid Feeder Runs**

### **A. Area 1 Feeders**

1. Area 1 shall be considered one (1) center with one (1) seniority list which shall include (area) bidding dates.

2. (a) All existing runs shall be bid three (3) times per year, two (2) weeks in advance of the following dates which will serve as implementation dates:

Third (3<sup>rd</sup>) Monday in February  
First (1<sup>st</sup>) Monday in June  
Third (3<sup>rd</sup>) Monday in October

The annual bidding of sleeper team runs shall be completed two (2) weeks prior to the February bid process.

(b) Drivers may, as a permanent option, exercise their bidding seniority and bid for available positions on the extra board during any of the tri-annual bids. Any drivers not allowed to bid due to an extended disability/workers compensation will be allowed to bump upon medical release to return to work.

(c) All runs remaining unbid at the conclusion of any of the tri-annual bid periods shall be offered to the most junior drivers using bidding seniority. These drivers shall be required to post to the remaining runs using their bidding seniority to accomplish same. Probationary and/or seasonal employees shall not participate in this or any other phase of the tri-annual bid.

(d) Seniority drivers who are compelled to post to a bid run as outlined above in Subsection 2(c) may, by bidding seniority, vacate their bid run and elect to move to the extra board, provided there are

probationary or seasonal employees available. Said probationary or seasonal employees shall be assigned to these vacancies. In the event probationary or seasonal employees become unavailable, the seniority driver shall resume his/her compulsory bid.

3. Any new run shall be considered a permanent opening if the run exists for thirty (30) calendar days. Such runs must be posted by the thirtieth (30<sup>th</sup>) day in all centers within the area. Any opening due to transfer or retirement, etc., shall be considered a permanent opening and will be posted on the Tuesday following the vacancy. The driver that bids a seasonal run initiated in October shall be placed on the extra board upon elimination of that run, until the next tri-annual bid.

4. (a) For a layoff of less than one (1) week, seniority shall prevail on an Area 1 basis. A laid-off driver may displace the junior driver.

(b) For layoffs of one (1) week or more (when driver cannot use options outlined in point 5 below), the following shall apply: When a driver is forced out of his/her area, the driver so displaced may bump the junior driver within the state on the following Monday using company seniority. This driver will retain his/her original area designation and must return to the original area when work is restored. Restoration includes expansion in the original area due to vacation relief requirements, extended illness, etc., on a weekly basis. Article 3, Section 6, of the CRT Supplement also applies.

5. Run elimination; Displaced driver has following options:

(a) Selectively bump any junior driver using bidding seniority for the following week (maximum three (3) bumps per week per elimination). The fourth (4<sup>th</sup>) driver each week must remain on the extra board until bumping continues as necessary the following week.

(b) Elect to be placed on extra board for twenty-eight (28) calendar days during which time he/she may selectively bump for permanent placement on the following Monday, or remain on the extra board and retain first (1<sup>st</sup>) claim to the original run if run is restored within that time.



(c) If run elimination is more than twenty-eight (28) calendar days, displaced driver must make permanent option of selective bump or extra board placement. Article 3, Section 6, of the CRT Supplement also applies.

6. All vacation runs, and all temporary runs, shall be offered only to extra board personnel on a weekly basis using bidding seniority. Temporary runs include:

New Runs	Leave of Absence Vacancies
Vacated Runs	Extended Illness Vacancies
Military Leaves	All runs initiated during the period of November 1 <sup>st</sup> through December 31 <sup>st</sup>

In the event of an extended illness or injury, the driver returning to work after the open run list has been posted for the coming week, will be subject to call in seniority order from the list of drivers who have not been scheduled until the next scheduled posting. On the following Monday, he/she shall return to their bid run.

7. Permanent runs shall be posted in all Area 1 centers for seven (7) days and awarded by bidding seniority. Origin by buildings within Area 1, start time, scheduled hours and destination shall be part of the posting. No more than five percent (5%) of posted runs will be offered by start time only. Chicago area will designate all current Chicago hubs and rail yards as of the signing of this agreement. A change of origin, destination, or a start time change of one (1) hour or more, shall be cause for a new bid to be posted. A one (1) hour or more increase or decrease in the assigned hours scheduled for a bid run shall be cause for a new bid to be posted, if scheduled continuously as increase/decrease for one (1) week. In no event will a change in a pull-and-spot pick-up be a cause for a rebid. Any change in starting time shall be subject to the provisions in Article 12, Section 4 of the Central Region Teamsters Supplement, unless mutually agreed to by the parties concerned.

8. Only the farthest destination will be posted for a bid run when the run does not return to the origin until the end of the run. If a run returns to the origin from one (1) destination and then goes to another destination, both destinations will be posted on the bid. Only reg-

ular runs making two (2) trips to a destination or a trip and one-half (1 1/2) will be posted as such. Beginning the third (3<sup>rd</sup>) Monday of October through December 25, runs originating from any Area 1 hub, which have an intermediate destination(s) at any Area 1 hub(s) shall not be required to be rebid in the event the intermediate destination(s) is changed, and shall not be cause for rebid under the above paragraph.

If a driver is on layoff from a bid run for thirty (30) consecutive calendar days, the run shall be posted for rebid. Drivers on layoff who are called to work to cover for absence, extra loads, etc., for less than one (1) calendar week, shall work as assigned.

When more than one (1) driver is on the same bid (start time, origin and destination) and a bid is eliminated or there is a start time change of less than one (1) hour on a multiple driver run, the change shall be offered in bidding seniority to the drivers on these runs.

9. When a feeder run is transferred, the driver shall have the right to follow the transferred run. Should such driver elect not to follow the transferred run, the driver shall follow procedures outlined in either Subsection 4 or 5 of this Section. Any driver in that area, by bid seniority, has a right to bid to follow the transferred run. The transferred run then becomes a new run for bidding purposes in the new area as outlined in the extended area portion of Section 5 of this Article.

## B. Extended Areas 2-5

1. Each feeder group in the extended area is a multiple-center group as outlined in Section 8 of this Article. All existing centers in the metropolitan Madison area shall be considered as one (1) center. All existing centers in the metropolitan Green Bay area shall be considered as one (1) center. Seniority lists shall include (area) bidding dates and domicile.

2. (a) All existing runs shall be bid three (3) times per year, two (2) weeks in advance of the following dates which will serve as implementation dates:

Third (3<sup>rd</sup>) Monday in February  
First (1<sup>st</sup>) Monday in June  
Third (3<sup>rd</sup>) Monday in October

The annual bidding of sleeper team runs shall be completed two (2) weeks prior to the February bid process.

(b) Drivers may, as a permanent option, exercise their bidding seniority and bid for available positions on the extra board during any of the tri-annual bids. Any drivers not allowed to bid due to an extended disability/workers compensation will be allowed to bump upon medical release to return to work.

(c) All runs remaining unbid at the conclusion of any of the tri-annual bid periods shall be offered to the most junior drivers using bidding seniority. These drivers shall be required to post to the remaining runs using their bidding seniority to accomplish same. Probationary and/or seasonal employees shall not participate in this or any other phase of the tri-annual bid.

For the purpose of the tri-annual bid, all seniority drivers will be assigned to respective centers in their area by one of the following:

- (a) When they are hired;
- (b) By virtue of their existing bid; or
- (c) Assignment, if no bid currently held.

Assignment shall only occur once when the driver comes into the area after the bid process is complete from the vacancy, if applicable.

3. Any new run, which adds an additional job to a center, shall be considered a permanent opening if the run exists for thirty (30) calendar days. Such runs must be posted by the thirtieth (30<sup>th</sup>) day in all centers within the area. Any opening due to transfer or retirement etc., shall be considered a permanent opening and will be posted on the Tuesday following the vacancy. Any driver within the area of the bid, may post for said permanent run, which shall be awarded by bidding seniority. Any openings that are subsequently

created as a result of the above bidding process will also be bid throughout the entire area.

4. (a) For a layoff of less than one (1) week, company seniority shall prevail on a center basis. Available jobs preserved under this provision will be selected by bidding seniority. The junior driver displaced may bump the junior driver in the area for the remainder of the week provided no work is available in his/her center.

When a sleeper team is eliminated for less than one (1) week, the eliminated team may bump the junior team. The displaced team may bump the most junior driver in the domicile or elect to be placed on call in seniority order. The displaced driver may then bump the most junior driver in the area.

(b) When a bid run is eliminated resulting in one less job in a given center, the least senior driver, using company seniority, is laid-off. The driver whose bid was originally eliminated begins a selective bumping process within the center using bidding seniority. This procedure continues down the bidding order with a maximum of three (3) bumps per elimination. The fourth (4<sup>th</sup>) driver each week must remain on the extra board until bumping continues as necessary the following week.

Should additional work occur due to absence, extra loads, etc., in area centers other than this driver's own domicile after the above bump was exercised, the Employer will offer this work to the temporarily relocated driver(s) and the driver(s) he/she displaced as a means of reducing the travel time to work for drivers affected. Company seniority can be exercised to accept this work when offered.

Any driver who changes centers as a result of the above paragraph must return to his/her center in the event of an increase in the work force or vacancy in his/her original center.

(c) When a bid elimination, because of description, does not cause a loss of jobs in a given center, the driver whose bid was eliminated will begin a selective bumping process within the center using

bidding seniority, which process continues until the jobs are re-assigned as necessary.

This procedure shall also apply at any time when newly created jobs do not add to the total number of runs in a given center. In either of the aforementioned events, the driver will also have the right to area extra board placement for a period of up to twenty-eight (28) days or until he/she secures another bid run that may be posted, whichever comes first. This driver will be required to begin the selective bumping process immediately, as outlined in this Subsection, if he/she remains on the extra board for more than twenty-eight (28) days.

(d) When a driver is scheduled to be laid off in his/her area, the driver so displaced, as a first option will fill any open run within the State or exercise rights under Article 3 section 6 of the Central Region Supplement, then may bump the junior driver within the state on the following Monday, using company seniority. This driver will retain his/her original area designation and must return to original area when work is restored. Restoration includes expansion in original area due to vacation relief requirements, extended illness, etc., on a weekly basis.

5. Permanent new runs as outlined in Subsection 3 of the extended area portion of this Section shall be posted in all respective area centers in all months, except October, November, and December for seven (7) days, and awarded by bidding seniority.

Origin, start time, scheduled hours, type of equipment, assigned tractor and destination shall be part of all postings, including the annual bid postings. Nothing shall preclude the Employer from making a change of equipment or assigned tractor, nor shall this cause a rebid.

All extended area run postings shall specify destinations, i.e. driver meet points, Oak Creek, Elm Grove, Jefferson St., Addison, etc.

A one (1) hour or more change in start time, scheduled hours, origin, or destination shall be cause for a rebid within a given center. Any change in starting time shall be subject to the provisions in Article 12, Section 4, of the CRT Supplement, unless mutually agreed to by the parties concerned.

If a driver is on layoff from a bid run for thirty (30) consecutive calendar days, the run shall be posted for rebid in the center. Drivers on lay-off who are called to work in their center to cover for absence, extra loads, etc., for less than a calendar week will be called by company seniority. Drivers will work as assigned, however, they will choose from available work by bidding seniority provided they have hours available to do so.

6. All vacation runs, and all temporary runs, shall be offered only to extra board personnel on a weekly basis using bidding seniority. Temporary runs include:

New Runs	Leave of Absence Vacancies
Vacated Runs	Extended Illness Vacancies
Military Leaves	All runs initiated during the period of November 1 <sup>st</sup> through December 31 <sup>st</sup>

7. When a feeder run is transferred, the driver shall have the right to follow the transferred run. Should said driver elect not to follow the transferred run, the driver shall follow the procedure outlined in Subsection 4(b) of the extended area portion of this Section. Any driver in that area, by bid seniority, shall have the right to bid to follow the transferred run.

## **Section 6. Feeder Geographical Transfers**

Any feeder driver having completed one (1) year of service with the Employer within the jurisdiction of the Union desiring to transfer to another area, shall so inform the Employer and the Union in writing stating the specific area to which he/she would like to transfer. The request must be on the approved company form and sent via United States mail. The Employer and the Union shall acknowledge each request in writing and send a copy to said driver. Only the most recent request from each employee on file will be recognized according to statewide seniority. Upon notification of the granting of the transfer, the employee will have three (3) days to give notification to the Employer of refusal to accept the transfer. Refusing a transfer will act to void the request.

When a feeder driver does transfer to another area, said driver shall

go to the bottom of the seniority list in that area for purposes of run bidding only. The transferee must stay in the new area twelve (12) months before becoming eligible to transfer again.

## **Section 7. Classification Transfers**

Employees having completed one (1) year of service with the Employer in the jurisdiction of the Union, desiring to change their classification, shall so inform the Employer and the Union via United States mail. The Employer and the Union shall acknowledge each request in writing and send a copy to said employee. The request must be on the approved company form and state the specific classification and building desired. Only the most recent request from each employee on file will be recognized according to seniority by area first, then statewide. Upon notification of the granting of transfer, the employee will have three (3) days to give notification to the Employer of refusal to accept the transfer. Refusing a transfer will act to void the request. The transferee must stay in the new classification for a period of twelve (12) months before becoming eligible to transfer again. When an employee changes classification, the date of transfer to the new classification shall be the employee's seniority date for the purpose of job bidding. Any full-time employee transferring into the package classification, who is not previously qualified, must complete his/her qualification period. A feeder driver who transfers to the package department and fails to qualify shall be allowed to return to the feeder department and retain his/her original bid date, but not his/her original bid run if the run was required to be posted.

All package and/or geographical transfers must be honored before classification transfers are honored.

Employees desiring tractor-trailer classification must qualify for tractor-trailer under Article 3, Section 14, of the CRT Supplement. The company will hold tractor-trailer schools as needed to insure that transfers are available to meet the requirements of the feeder department openings. Tractor school enrollments will be limited to the number of applicants who can be given on-road training at the conclusion of the classroom portion of the tractor-trailer school.

Selection to the feeder classification shall be by seniority and first qualified. Any employee who fails to qualify or disqualifies himself/herself shall not be allowed to attend another tractor-trailer school for eighteen (18) months.

The list of names of employees qualified at tractor-trailer school will be forwarded within seven (7) calendar days to the Local Union upon completion of the qualification school.

The filling of permanent openings in the feeder department shall be as follows:

- One (1) letter of Geographical Transfer
- Two (2) full-time employees from the qualified list
- One (1) part-time employee from the qualified list
- One (1) part-time employee who has successfully completed a free period.
- One (1) from off the street.

This procedure will establish the formula for subsequent openings.

## **Section 8. New Centers, Merging Centers**

(A) When new centers open in the state, the Employer and the Union shall, by mutual agreement, determine in which area this new center shall be attached.

(B) The following areas are established:

Area 1. Elm Grove, Lakeside, Watertown, Oak Creek and Germantown

Area 2. Capital, Middleton, Janesville, Dodgeville, Lake Delton and La Crosse

Area 3. Bayview, Lombardi, Sheboygan, Oshkosh and Marinette

Area 4. Wausau, Stevens Point and Rhinelander

Area 5. Eau Claire, Baldwin and Rice Lake.



## **Section 9. Multiple Center Buildings**

Where two (2) or more centers are located under one (1) roof, they shall be considered one (1) center for purposes of layoff and job bidding. During the length of this agreement, if any of these centers are removed from the same building in their entirety and not merged as outlined in Article 3, Section 7, of the CRT Supplement, they shall remain as one (1) center for purposes of layoff and job bidding.

## **Section 10. Bid Routes**

In multiple center buildings, when a driver must be transferred from one (1) center to another center within the building, it must be a driver without a bid area. However, the company, in an emergency, may ask a bid route driver to take another route. The company and the Union will cooperate to effectuate the efficient delivery of packages.

## **Section 11. Training Routes**

In order to provide for more favorable training for new employees, the company shall designate certain areas in each center to be used as training areas. These training areas will be bid in each center. The individuals holding these particular bids will work as assigned when the Employer is training on their area. Vacation replacement drivers, with no previous driving experience, will be allowed to stay on these training routes for up to seventy-five (75) working days. Seasonal drivers, with no previous driving experience, will be allowed to stay on these training routes for up to forty-five (45) working days. Training routes will be posted on the center's bulletin board. Employees who presently hold bid areas will not lose their bids as a result of this provision. The individuals holding these particular bids will work as coverage drivers in accordance with Article 3 section 18 of the C.R.T. when the Employer is training on their area after being displaced twenty-nine (29) working days. These training routes shall be used on a rotating basis.

The following shall be the maximum number of training routes allowed in a center:

1-15 Package car drivers	2 Training area
16-30 Package car drivers	3 Training areas
31-45 Package car drivers	4 Training areas
46-60 Package car drivers	5 Training areas
61-80 Package car drivers	6 Training areas
81-100 Package car drivers	7 Training areas

## **Section 12. Building Maintenance: Mechanics**

Full-time maintenance vacancies will be posted among qualified maintenance employees on different shifts. The bidding procedure shall be the same as that outlined in Section 3 of this Article.

If any building maintenance mechanic is called off their lunch period by a management person for the purpose of performing work that is paid for time, all time that he/she has already used for said lunch period shall be paid for and he/she shall be given a new thirty (30) minute unpaid lunch period, if requested. The same will apply should this occur more than once in any shift.

The Employer will furnish prescription safety glasses but limited to once every two (2) years.

## **Section 13. Holidays**

In the event the Employer schedules any work on the named holidays as outlined in Article 15, Section 1, of the CRT Supplement, this work shall be offered to full-time seniority employees first, in order of their seniority. Employees shall receive optional holidays at all times except Thanksgiving through Christmas.

## **Section 14. Sixth (6th) Day Worked**

In order to solve an available hours problem for an employee's sixth (6<sup>th</sup>) day of work, as outlined in Article 12, Section 9, of the CRT Supplement, the undersigned parties agree to a four (4) hour guarantee on an employee's sixth (6<sup>th</sup>) day of work at one-and-one-half (1-1/2) times the employee's regular hourly rate. The employees will be called by seniority, by classification, provided they have at least four (4) hours available to work. Employees may refuse this work when called.

In an effort to provide package car drivers during the special ground delivery operation, i.e. the Saturday before Christmas, the reverse seniority order concept will be utilized to ensure the use of bargaining unit members. Prior to utilizing the reverse order concept all package car drivers will be afforded the opportunity to perform this work by seniority.

### **Section 15. Seventh (7th) Day Worked**

The employees will be called by seniority, by classification, provided they have at least four (4) hours available to work. Employees may refuse this work when called. Employees shall receive a four (4) hour guarantee at two (2) times their regular hourly rate.

### **Section 16. Part-time Geographical Transfer**

Any part-time employee having completed one (1) year of service with the Employer within the jurisdiction of the Local Union, desiring to move to a part-time opening in another location, shall so inform the Employer and the Union in writing stating the specific location to which he/she would like to transfer. The request must be on the approved company form and sent via United States mail. The Employer and the Union shall acknowledge each request in writing and send a copy to said employee. Transferring between buildings in a single metropolitan area will be excluded, unless mutually agreed to between the Union and the Employer. Only the most recent request from each employee on file will be recognized according to seniority statewide. Upon notification of granting of transfer, the employee will have three (3) days to give notification to the Employer of refusal to accept the transfer. Refusing a transfer will act to void the request.

The employee transferring into the new location shall use the date of transfer for the purpose of part-time job bidding for the period of one (1) year, and two (2) years for the purpose of full-time job bidding.

When a permanent part-time opening occurs in any location, the opening shall be filled as outlined in Article 3, Section 11, of the CRT Supplement, with the fourth vacancy being filled from the transfer list before hiring from the outside.

The transferee must stay in the new location for a one (1) year period before he/she becomes eligible to transfer again.

## **Section 17. Metro Milwaukee, Madison and Green Bay Part-time to Full-time Bidding**

The Elm Grove, Oak Creek, and Gateway buildings shall be considered as one (1) area for the purposes of part-time employees bidding into full-time openings. The other provisions of CRT Supplement Article 3, Section 10, shall apply. The bid sheet will state the building where the openings are and the number of openings per building. Bidding seniority will determine the building a successful bidder shall work out of, on bids covering both buildings. The Bayview and Lombardi as well as the Capital and Middleton buildings shall be considered as one (1) area for the purpose of part-time employees bidding into full-time openings.

## **RIDER ARTICLE 2 LOCAL GRIEVANCE PROCEDURE**

### **Section 1.**

Grievances must be taken up promptly, and no grievance will be considered which is presented later than fifteen (15) days for discharge grievances and twenty (20) days for all others after the employee aggrieved became aware of the cause for such grievance.

### **Section 2.**

Step 1. See Article 5 of the CRT.

Article 5 of the Central Region of Teamsters Supplement is amended by substituting the last three paragraphs of section 1 with the following:

Step 2. An aggrieved employee will reduce his/her complaint to writing and with the steward, present said grievance to the Business Manager or Supervisor. Within two (2) working days, they will meet to discuss the grievance.

Step 3. If the grievance cannot be resolved, or no meeting is held, a Local Level Hearing will be held with the Local Union Representative, employee and steward as well as the Labor Relations Representative and/or Division Manager within thirty (30) days of receipt by the Local Union. The purpose of this meeting is to make sure the exchange of pertinent information has taken place as well as a third (3<sup>rd</sup>) attempt to resolve the grievance.

Step 4. If the grievance is not resolved at the Local Level Hearing, the grievance shall be docketed for the next scheduled Wisconsin Area Panel Grievance Committee (W.A.P.G.C.). Those cases will be governed by the rules set forth in the W.A.P.G.C. rules and procedures. All grievances deadlocked at the W.A.P.G.C. will continue through the grievance procedure.

## **RIDER ARTICLE 3 HEALTH AND WELFARE**

### **Section 1.**

Effective the first (1<sup>st</sup>) day of August 2012, at 12:01 a.m., the Employer agrees to contribute to the Milwaukee Drivers Health and Welfare Trust Fund the sum of Three Hundred Fifty-Nine Dollars and Forty-Two Cents (\$359.42) per week for health and welfare benefits, including dental benefits, or such other sum as shall be provided for in accordance with Section 2 of this Article, for each employee defined as follows:

(A) Each employee who is regular full-time employee within the meaning of the applicable collective bargaining agreement between the Employer and the Union, who has been in the employ of his/her Employer for thirty (30) days.

(B) Contributions will be made not later than the fifteenth (15<sup>th</sup>) day of the month following the month for which contributions are due. Such contributions shall be made with respect to such employee only for a workweek in which he/she receives some compensation from his/her employer, except as follows:

(1) If he/she is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If he/she is injured on the job, the Employer shall continue to pay the required contributions until he/she returns to work. However, such contributions shall not be paid for a period of more than fifty-two (52) weeks. If he/she is absent because of training in a military reserve or with the National Guard, the Employer shall continue to pay the required contributions for the period of such absence but not to exceed two (2) weeks.

(2) If he/she is granted a leave of absence for reasons other than his/her personal illness or injury sustained on the job, or for training in a military reserve or with the National Guard, the Employer shall not be required to make any contributions to the Fund during such period of his/her leave of absence.

(C) If an employee qualifies as a regular full-time employee for a period of six (6) months, the Employer shall continue to make contributions for him/her even though he/she may become a part-time employee, provided his/her employment with the Employer is his/her primary source of income.

## **Section 2.**

The Employer and the Union further agree that if an increase in premiums is required to maintain the present benefits of the health and welfare and dental plans, the Employer shall contribute such additional amount called for by the Trustees to pay the amount the premium has increased, and shall correspondingly reduce the employees net wages an identical amount.

## **Section 3.**

Effective August 1, 2013, and on each subsequent August 1<sup>st</sup> during the life of this agreement, the Employer agrees to contribute an additional Forty Dollars (\$40.00) per week for combined weekly health and welfare and pension contributions which shall be allocated amongst the respective Trust Funds as apportioned by the Local Union. These contributions provide for any additional increases in premiums to maintain the present benefits and/or provide for addi-

tional coverage under the health and welfare, dental insurance, or improvements in the pension plan.

#### **Section 4.**

The Union and the Employer agree to be bound by, and hereby assent to, all of the terms of the Trust Agreement creating said Milwaukee Drivers Health and Welfare Trust Fund, all of the rules and regulations heretofore and hereafter adopted by the Trustees of said Trust Fund pursuant to said Trust Agreement, and all of the actions of the Trustees in administering such Trust Fund in accordance with the Trust Agreement and rules adopted.

(A) The Employer hereby accepts as Employer Trustees the present Employer Trustees appointed under said Trust Agreement and all such past or succeeding Employer Trustees as shall have been or will be appointed in accordance with the terms of the Trust Agreement.

(B) The Union hereby accepts as Union Trustees the present Union Trustees appointed under said Trust Agreement and all such past or succeeding Union Trustees as shall have been or will be appointed in accordance with the terms of the Trust Agreement.

(C) The Trustees agree to accept the Employer as a participant in the Milwaukee Drivers Health and Welfare Trust Fund.

#### **Section 5.**

(A) Failure to pay contributions to the Milwaukee Drivers Health and Welfare Trust Fund when due shall constitute a breach of this agreement. Notwithstanding anything else in this collective bargaining agreement, in the event the Employer shall fail to pay such contributions when due, the Union shall have the right to strike or take such other actions as it deems necessary until such delinquent payments are made, providing that prior thereto, the Union shall have given the Employer seventy-two (72) hours notice of the Employer's delinquency. It is further agreed that in the event such action is taken, the Employer shall be responsible to the employees for all wages lost resulting there from. A delinquent Employer shall be liable directly to its employees for all benefits that employees

would have received from the Milwaukee Drivers Health and Welfare Trust Fund were it not for the Employer's delinquency, including costs and reasonable attorney's fees to enforce payment thereof.

(B) It is further agreed the Trustees of the Milwaukee Drivers Health and Welfare Trust Fund are authorized to assess the Employer interest at the rate of one-and-one-half percent (1 ½ %) per month or fraction thereof of delinquency, and in the even delinquent contributions are not received at the Fund Office by the fifth (5<sup>th</sup>) day of the month following the month contributions were due, the Trustees may assess liquidated damages against the Employer in the amount of twenty percent (20%) of the delinquency.

## **RIDER ARTICLE 4 PENSION**

### **Section 1.**

The Union and the Employer agree to be bound by, and hereby assent to, all of the terms of the Trust Agreement creating said Milwaukee Drivers Pension Trust Fund, all of the rules and regulations hereto and hereafter adopted by the Trustees of said Trust Fund pursuant to said Trust Agreement, and all of the actions of the Trustees in administering such Trust Fund in accordance with the Trust Agreement and rules adopted.

### **Section 2.**

The Employer hereby accepts as Employer Trustees the present Employer Trustees appointed under said Trust Agreement and all such past or succeeding Employer Trustees as shall have been or will be appointed in accordance with the terms of the Trust Agreement.

### **Section 3.**

The Union hereby accepts as Union Trustees the present Union Trustees appointed under the Trust Agreement and all such past or succeeding Union Trustees as shall have been or will be appointed in accordance with the terms of the Trust Agreement.



## **Section 4.**

The Trustees agree to accept the Employer as a participant in the Milwaukee Drivers Pension Trust Fund.

## **Section 5.**

Effective the first (1<sup>st</sup>) day of August, 2012, at 12:01 a.m., the Employer agrees to contribute to the Milwaukee Drivers Pension Trust Fund the sum of Three Hundred Thirty-Six Dollars and Twenty-Eight Cents (\$336.28) per week or such other sum as shall be provided for in the collective bargaining agreement which is in effect from time to time between the Employer and the Union for each employee as defined below.

Effective August 1, 2013, and on each subsequent August 1<sup>st</sup> during the life of this agreement, the Employer agrees to contribute an additional Forty Dollars (\$40.00) per week for combined weekly health and welfare and pension contributions which shall be allocated amongst the respective Trust Funds as apportioned by the Local Union. These contributions provide for any additional increases in premiums to maintain the present benefits and/or provide for additional coverage under the health and welfare, dental insurance, or improvements in the pension plan.

(A) Each person who is a regular full-time employee within the meaning of the applicable collective bargaining agreement between the Employer and the Union who has been in the employ of his/her Employer for sixty (60) days.

(B) Contributions will be made with respect to such employee only for a workweek in which he/she receives some compensation from his/her Employer, except as follows:

(1) If he/she is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If he/she is injured on the job, the Employer shall continue to pay the required contributions until he/she returns to work. However, such contributions shall not be paid for a period of more than fifty-two (52) weeks. If he/she is absent because of training in a military

reserve or with the National Guard, the Employer shall continue to pay the required contributions for the period of such absence, but not to exceed two (2) weeks.

(2) If he/she is granted a leave of absence for reasons other than his/her personal illness or injury sustained on the job, or for training in a military reserve or with the National Guard, the Employer shall not be required to make any contributions to the Fund during such period of his/her leave of absence.

## **Section 6.**

Failure to pay contributions to the Milwaukee Drivers Pension Trust Fund when due shall constitute a breach of this agreement. A delinquent Employer shall be liable directly to the employees for all benefits that employees would have received from the Milwaukee Drivers Pension Trust Fund were it not for the Employer's delinquency, including costs and reasonable attorney's fees to enforce payment thereof.

It is further agreed the Trustees of the Milwaukee Drivers Pension Trust Fund are authorized to assess the Employer interest at the rate of one-and-one-half percent (1½%) per month or fraction thereof of delinquency, and in the event delinquent contributions are not received at the Fund Office by the fifth (5<sup>th</sup>) day of the month following the month contributions were due, the Trustees may assess liquidated damages against the Employer in the amount of twenty percent (20%) of the delinquency.

## **RIDER ARTICLE 5 MEAL PERIODS**

### **Section 1.**

All full-time employees shall receive thirty (30) minutes as a lunch period.

This may be expanded to a maximum sixty (60) minute lunch period for 22.3 full time combination jobs on the Oak Creek Twilight-Night sort. The affected job bids shall be mutually agreed to by the

parties, not to exceed thirty-three percent (33%) of currently existing jobs. Additionally, any 22.3 full-time combination job created during the life of this agreement may be subject to a maximum sixty (60) minute lunch period.

## **Section 2.**

It is agreed that all regular full-time employees shall be entitled to two (2) breaks of ten (10) minutes for which they shall be paid. All feeder drivers shall receive two (2) twelve (12) minute breaks for which they shall be paid.

It is understood that the time period during which these breaks are to be taken shall be established by mutual agreement between the parties, provided that it does not interfere with efficient operation of the Employer's business. If no agreement can be reached, the controversy will be subject to the grievance procedure in the Labor Agreement.

## **RIDER ARTICLE 6 VACATIONS**

Maintenance of standards shall apply for those Local Unions whose present vacation schedule may exceed the Central Region of Teamsters Supplemental Agreement. Article 16 of the CRT will be used as a guideline for the administration of vacations. (January through November)

(A) Three (3) weeks, Five (5) years.

(B) Vacations shall be scheduled from December 26<sup>th</sup> to November 30<sup>th</sup> for all employees, except DIC. The option week of vacation for all employees shall be scheduled between May 1<sup>st</sup> and November 30<sup>th</sup> of each vacation year. \*

\*Master Article 2, Section 2, supersedes this provision to provide a superior benefit in allowing the option week of vacation for all employees to be scheduled between December 26<sup>th</sup> and November 30<sup>th</sup> of each vacation year, in accordance with CRT Supplement Article 16.

(C) Vacations for DIC employees are covered in Article 7 of this Agreement.

(D) Except for the option week, employees must take all allotted vacations and may not work during, or take pay for scheduled vacation time. A vacation week is defined as Sunday through Saturday. An employee may choose to take pay in lieu of time off for the option week.

(E) If vacations are taken during a holiday week, the employee shall be granted an extra vacation day(s) which shall be mutually agreed to between the parties, or the employee may take additional day(s) pay in lieu of the day(s) off.

(F) Upon transfer from one (1) department to another, or from one (1) classification to another, previously picked vacations will prevail. This shall not apply to transfers from part-time to full-time.

(G) The last paragraph of Article 16 of the CRT Supplement is amended to read as follows:

The Employer shall have the right to hire vacation replacements, and shall notify the Local Union of these employees and have these employees sign a vacation replacement form. Vacation replacements hired in May, June, July and August shall not gain seniority unless they are retained after Labor Day or rehired during the month of September. Those employees shall have their time worked prior to Labor Day count toward acquisition of seniority as provided for elsewhere in this agreement, however, their seniority dates shall be the first (1<sup>st</sup>) day worked after Labor Day. If the Employer recalls these employees, it must continue to comply with the part-time, 6-for-1 ratio, (does not apply to feeder department), as provided for elsewhere in the agreement. Upon agreement of the Local Union, part-time employees may work as full-time vacation replacements under the terms of this provision and shall retain their seniority as part-time employees. Qualified part-time employees will be permitted to work as temporary vacation replacement tractor-trailer drivers on a minimum one (1) for one (1) ratio, (one (1) part-time employee to every one (1) outside hire).

(H) Clarification of the CRT Supplement, Article 1, Section 1(b), and Article 16, Section (f), last paragraph: The Company and the Union agree that summer vacation free period and Christmas free period employees shall not be added to their seniority lists in each center and classification until the free period is over and all letters of transfer for each center and classification have been honored, recognizing the rotation procedure in the CRT Supplement, Article 3, Section 10, and the Rider.

Their seniority dates shall be the first (1<sup>st</sup>) day worked after the respective free periods, provided they attain seniority as outlined in the CRT Supplement Article 1(b) and Article 16, Section (f), last paragraph.

Health and Welfare contributions for these employees retained or recalled after the respective free periods shall commence thirty (30) calendar days from the date of retention or recall after the respective free periods.

Pension contributions for these employees retained or recalled after the respective free periods shall commence sixty (60) calendar days from the date of retention or recall after the respective free periods.

(I) Management employees performing vacation replacement or seasonal driving duties will not perform non-bargaining unit work on the same day. At the request of the Local Union, a list of management employees utilized during seasonal and vacation periods will be provided to the Union prior to the employee starting work.

## **RIDER ARTICLE 7 DIC EMPLOYEES**

(A) The vacation period for DIC employees shall be from the first (1<sup>st</sup>) week ending in February, unless there are three (3) or more work days in that week, through the first (1<sup>st</sup>) week ending in December, unless there are three (3) or more work days in that week. Additionally, the week between Christmas and New Year's shall be allowed as a vacation week.

(B) Vacation allowance for the period June through Labor Day

shall be 15% plus one (1) additional vacation. The remainder of the year shall have a 10% allowance. Under the alternate vacation picking method, employees who have seven (7) weeks vacation will select four (4) weeks in the first round with the remainder in the second round. The balance of the formula will be maintained. Under the alternate selection procedure, the first segment shall be completed by November 15<sup>th</sup>. The second segment shall be completed by January 15<sup>th</sup>.

(C) The Employer shall have the right to hire seasonal free period employees during the above mentioned non-vacation period.

(D) Eight (8) hour requests and personal holiday requests can be made in all months as outlined in the CRT Supplement, Article 15, Section 1 and Article 19, Section 3, excluding the non-vacation period of December.

## RIDER ARTICLE 8 WAGE SCHEDULE – PER HOUR

<b>FULL-TIME EMPLOYEES</b>									
Classification		\$0.70	\$0.70	\$0.40	\$0.40	\$0.50	\$0.50	\$0.40	\$0.50
Tractor Trailer Driver *A Extended Area.....	2/1/2013	8/1/2013	+ COLA 8/1/2014	+ COLA 8/1/2015	+ COLA 8/1/2016	+ COLA 2/1/2017	+ COLA 8/1/2017	2/1/2018	2/1/2018
	\$32.54	\$33.24	\$33.94	\$34.64	\$35.04	\$35.44	\$35.94	\$36.44	\$36.44
Local Area.....	\$32.59	\$33.29	\$33.99	\$34.69	\$35.09	\$35.49	\$35.99	\$36.49	\$36.49
Double Bottoms - Additional \$0.45									
Double Forty-foot trailers & trains - additional \$0.80									
Delivery, Pickup, Feeder Drivers *A Extended Area.....	\$32.44	\$33.14	\$33.84	\$34.54	\$34.94	\$35.34	\$35.84	\$36.34	\$36.34
Local Area.....	\$32.49	\$33.19	\$33.89	\$34.59	\$34.99	\$35.39	\$35.89	\$36.39	\$36.39
Building Maintenance *A Journeyman Mechanics...	\$32.52	\$33.22	\$33.92	\$34.62	\$35.02	\$35.42	\$35.92	\$36.42	\$36.42
Apprentice Mechanics *B	\$31.72	\$32.42	\$33.12	\$33.82	\$34.22	\$34.62	\$35.12	\$35.62	\$35.62
<b>FULL-TIME EMPLOYEES</b>									
Classification		\$0.70	\$0.70	\$0.70	\$0.40	\$0.40	\$0.50	\$0.50	\$0.50
Inside Employees Full-Time Hired Prior to 12/1/73	2/1/2013	8/1/2013	+ COLA 8/1/2014	+ COLA 8/1/2015	+ COLA 8/1/2016	2/1/2017	+ COLA 8/1/2017	2/1/2018	2/1/2018
DIC Employees.....	\$32.08	\$32.78	\$33.48	\$34.18	\$34.58	\$34.98	\$35.48	\$35.98	\$35.98
Porters.....	\$32.24	\$32.94	\$33.64	\$34.34	\$34.74	\$35.14	\$35.64	\$36.14	\$36.14
All DIC Employees, Porters, Receiving Cומרer/Clerkshired after 11/30/73 *C	\$30.70	\$31.40	\$32.10	\$32.80	\$33.20	\$33.60	\$34.10	\$34.60	\$34.60
<b>PART-TIME EMPLOYEES *D</b>									
Soners and Preloaders Hired after 11/30/73 and before 7/382...	2/1/2013	8/1/2013	+ COLA 8/1/2014	+ COLA 8/1/2015	+ COLA 8/1/2016	2/1/2017	+ COLA 8/1/2017	2/1/2018	2/1/2018
All Other Part-Time Hired after 11/30/73 and before 7/382...	\$31.00	\$31.70	\$32.40	\$33.10	\$33.50	\$33.90	\$34.40	\$34.90	\$34.90
	\$30.70	\$31.40	\$32.10	\$32.80	\$33.20	\$33.60	\$34.10	\$34.60	\$34.60

\*A. For Starting Rates for all full-time employees, see Article 41 of the National Master United Parcel Service Agreement.

\*B. Apprentices: Mechanics - a ten cent (\$0.10) per hour increase every six (6) months until reaching Journeyman rates.

\*C. Any full-time employee who bids into a full-time inside classification under Article 1, section 7 of this Agreement or any full-time driver who is deemed medically disqualified from driving with a seniority date after 11/30/73, shall receive the stated rate. Full-time drivers who are deemed medically disqualified with a full-time seniority date prior to December 1, 1973, shall receive the rate of pay for inside employees hired prior to December 1, 1973. For starting rates for all part-time employees, see Article 22 of the National Master United Parcel Service Agreement.

## **RIDER ARTICLE 9 DURATION**

The term of this Rider is subject to and controlled by all of the provisions of Article 45 of the United Parcel Service National Agreement between the parties hereto:

In witness whereof, the parties hereto have set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

For the Employer:

### **United Parcel Service Wisconsin District Bargaining Committee**

Headley Chambers	Paul Odendahl	John Bray
Sue Davis	Brady Heidenreich	Steve Leonard
Bill Margrave	Steve Brazell	

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Headley Chambers,  
Region Labor  
Relations Manager

---

Paul Odendahl,  
District Labor  
RelationsManager

For the Employees:

### **Teamsters Local 344 Bargaining Committee**

Patrick M. Tappa	William Carroll	Robert Weber
Brian Zodrow	John Redmond	Vinnie Lepak
Brian Barber	Kevin Kemnetz	Chris Strabel
Tim Shilts	Eric Kukor	Pete Walsh
David Krause	Mark Kirsch	Dan Kutcher

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Patrick M. Tappa,  
Secretary-Treasurer

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William Carroll,  
President



## **Memorandum of Understanding**

In order to preserve work opportunities for Local 344 members and address the issue of other Local Unions performing pick up work within Local 344's jurisdiction, the employer agrees to meet and discuss future and/or current pick up work assigned to employees other than Local 344 members.

This meeting will be held in conjunction with each UPS National Grievance Panel, or more often if necessary. This meeting will be attended by employer designees, Local 344 designees, the IBT Package Division Director and/or their designee and the UPS Vice President of Labor Relations and/or their designee.

For the Union:

Patrick M. Tappa,  
Secretary-Treasurer

William Carroll, President

For the Company:

Headley Chambers,  
Region Labor Manager

Paul Odendahl,  
District Labor Manager

**TEAMSTERS LOCAL 34  
SALES AND SERVICE INDUSTRY  
10020 W. GREENFIELD AVENUE  
MILWAUKEE, WISCONSIN 53214**

Phone	(414) 258-4545
Toll-Free	(800) 542-2444
Fax	(414) 258-9465
Withdrawal Card or Dues Questions	(414) 258-4545
Organizing Department	(414) 777-4453
Pension	(414) 479-0344
Health and Welfare	(414) 258-2336
Toll-Free in Wisconsin	(800) 255-3340
Teamsters Assistance Program (TAP)	(877) 264-2541

**Be sure to get a withdrawal card when you terminate your employment, or if you expect to be off work without pay one (1) month or more.**

**If you do not earn any pay in a full calendar week, check to see if your weekly health and welfare premiums are being paid.**

