

**Local Union Supplement**

**between**

**UNITED PARCEL  
SERVICE, INC.**

**North Dakota, Minnesota  
Districts**

**and**

**TEAMSTERS**

**Local No. 638, 346, 120  
I.B.T.**

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



## TABLE OF CONTENTS

ARTICLE I - Seniority .....	243
Section I. Seniority .....	243
Section II. Vacations .....	245
Section III. Tractor-Trailer.....	246
Section IV. Job Posting .....	248
Section V. Part-Time Employees Transferring to Full-Time Jobs Other Than Hub and Preload.....	249
Section VI. Bid Routes .....	249
Route Changes — Delivery Only.....	249
Section VII. Extra Work .....	250
Section VIII. Part-Time Job Selection Procedures.....	250
Section IX. Part-Time Employees Lay-Off.....	250
Section X. ....	250
Section XI. ....	250
WAGES.....	251



# **ARTICLE I**

## **Seniority**

### **Section I. Seniority**

Seniority rights shall prevail on an Operating Center basis except Operating Centers in the Broadway Building shall operate from one seniority list, and operating centers in the Eagan and Maple Grove buildings shall operate from one seniority list. The senior employees in point of service with the Employer shall be provided full-time employment when work is available in their respective job classifications. If an employee is laid off in excess of two (2) weeks he/she may exercise his/her seniority rights in the event an employee junior to him/her is working in the classification in another Center in the same Local Union area; in which case he/she will then replace the most junior employee in the classification in that Center and must remain in that Center for at least two (2) years. In reducing the personnel because of lack of work or for other legitimate reasons the last employee hired shall be the first laid off and re-employment shall be in the reverse order. Whenever a Center is closed and the work is transferred to or absorbed by another Center, the affected employees will be entitled to follow their work and their seniority shall be dovetailed at the new Center.

Whenever a Center is partially closed and the work is transferred to or absorbed by another Center, the affected employees may either follow their work and have their seniority dovetailed in the new Center or be allowed to exercise their seniority and remain in their present Center. If any of the employees whose work is transferred elects not to follow their work then the remaining employees on the seniority list from which the work was transferred may elect in seniority order to follow the transferred work and have their seniority dovetailed in the new Center. The employees who elected not to follow their transferred work will then in seniority order select the jobs vacated by those employees who chose to follow the transferred work.

In the event that a permanent job opportunity develops in the classification of work at the original center from which an employee

moved as a result of the change of operation, the employee shall be allowed to return at his/her expense on a one (1)-time basis to the original center. This opportunity must take place within twelve (12) months of the original move. This Section shall supersede the six-for-one provision elsewhere provided in this Agreement.

a. Full-time employment shall mean a forty (40) hour week and the Employer shall not establish a regular workweek of less than forty (40) hours for the unit of full-time employees covered by the Agreement. The junior employees in point of service shall work the shorter hours when full-time work is not available.

Employees who have served their probationary period of employment and who are on the seniority list may be continued in the employ of the Employer on a regular short hour basis if full-time employment is not available. Such employees shall not lose their seniority rights or other benefits accruable to regular full-time employees, except that when called to work on any one day they shall be guaranteed four (4) hours work or four (4) hours pay in lieu there-of and their vacation pay as well as holiday pay shall be allowed in proportion to the actual time worked. Laid-off full-time seniority employees, in the order of their seniority, may elect to take the work of one (1) or two (2) part-time employees, for the duration of the layoff as provided in Article 3, Section 6 of the Central Region of Teamsters Supplement Agreement.

b. Center seniority lists, by date of hire, shall be posted in accordance with Article 3, Section 4 of the Central Region of Teamsters Supplemental Agreement.

c. Employees hired as vacation replacements or as replacements for employees on leave for annual military service shall not be entitled to seniority unless they are retained after vacation or military leave coverage.

d. The seniority of an employee shall be considered broken and the employee shall be considered terminated, as provided for in Article 3, Section 3 of the Central Region of Teamsters Supplemental Agreement.

e. Under Article 3, Section 5 of the Central Region of Teamsters Supplemental Agreement, the term “previously qualified” is defined as having regularly performed said work for United Parcel Service as per the Local Union Supplement.

f. In situations when multiple employees obtain full-time seniority on the same date, seniority ranking shall be determined based on their part-time seniority dates. Multiple employees having no part-time seniority will have ranking determined by lottery.

## **Section II. Vacations**

Vacation schedules, by classification, shall be posted in each Center on November 15 of each year for the following year’s vacation period. Vacation selections shall be by seniority within the classification. The posted vacation schedule shall show the weeks available for vacation and the number of employees in each classification who may be on vacation during each week. Vacations shall be selected within thirty (30) calendar days after the schedule is posted.

Each employee shall have an assigned three (3) day period to be shown in seniority order within the selection period in which to complete his/her selection.

Any employee not making his/her selection within the assigned time may select in seniority order the available weeks at the end of the day on which he/she turns in his/her request which would be the weeks available after the employees assigned to that particular day have made their selections. Employees shall not be forced to take vacations while on worker’s compensation. When an employee is on compensation during his/her scheduled vacation time, the employee may elect to take pay or reschedule the vacation time on available open weeks. The eligibility for vacation and the number of employees allowed on vacation shall be governed by Article 16 of the Central Region of Teamsters Supplemental Agreement.

Vacation selections in the Eagan, Broadway, and Maple Grove Feeder Departments will be made from one vacation selection list in each location.

### **Section III. Tractor-Trailer**

a. **Tractor-Trailer School:** See Article 3, Section 14 of The Central Region of Teamsters Supplemental Agreement for language.

b. **Feeder Driver Annual Bid: United Parcel Service and Teamsters Local 638 agree to the following:** — See Article 3, Section 13 of the Central Region of Teamsters Supplemental Agreement for language.

c. **United Parcel Service and Teamsters Local No. 638 agree to the following:**

United Parcel Service and Teamsters Local No. 638 agree that all positions in the vacation “extra pool” are numbered. All available jobs are selected weekly by seniority. Employees bidding or bumping into the vacation or “extra pool” will be assigned a numbered position based on their seniority.

Any employee who is displaced from his/her numbered position (down not up) will be allowed to exercise their seniority as provided in the start time or turn around point language below. Temporary assigned people will select jobs after the permanently assigned people have made their selections.

**Start time or turn around point.** In the event a bid starting time is permanently changed one (1) hour or more or the bid run is changed one (1) hour or more or the equipment is changed which eliminates equipment premiums, the language in Article 3, Section 13 of The Central Region of Teamsters Supplemental Agreement shall be applied.

Any job change by the above is posted as a bid only for employees currently holding DOT qualified tractor-trailer jobs. It is not a job elimination since there are still the same number of jobs.

The original change will be posted for bid to employees currently holding DOT qualified tractor-trailer jobs.

If a second opening is created by the first bid, it will be posted to employees currently holding DOT qualified tractor-trailer jobs.



If a third opening is created by the second bid, it will be posted to employees currently holding DOT qualified tractor-trailer jobs.

If a fourth opening is created by the third bid, it will be filled by the unassigned person resulting from the move.

**Job elimination (one less DOT qualified tractor-trailer job)** is handled according to Article 3, Section 13, of the Central Region of Teamsters Supplemental Agreement.

**New Jobs:** Pending the job becoming permanent and the operation of the job selection procedure, management shall have the right to assign any employee to perform the work on a temporary basis. The job selection procedures shall be limited to three (3) moves, the original opening and two (2) others.

If the fourth opening is a DOT qualified tractor-trailer job, and there is no one without an assignment in the tractor-trailer classification, it will be offered in seniority order according to Article 3, Section 14 of the Central Region of Teamsters Supplemental Agreement to those on the DOT qualified list not currently holding a DOT qualified tractor-trailer job.

On the first Monday in November of each year, all feeder and tractor-trailer jobs in the Eagan, Broadway and Maple Grove buildings shall be posted for bid and remain posted for one (1) week. All such awarded bids shall become effective on the first Monday in January. All other Centers will comply with Article 3, Section 13 of The Central Region of Teamsters Supplemental Agreement.

No more than eight percent (8%) of the employees working in the tractor-trailer classification will have a non-scheduled start time. These employees will have a forty (40) hour guarantee if they are in the ninety percent (90%) of the employees called or put to work (in the Broadway, Eagan and Maple Grove buildings only) on the first workday of the week. These employees will hold bids for Vacation and Extra Coverage jobs but cover no specific job assignment for that week.

## **Section IV. Job Posting**

When a new job or job vacancy becomes open in a Center, it shall be posted in that Center by the Employer. A new job for purposes of this section shall be one that has been in existence for ninety (90) days. Qualified full-time employees with six (6) months or more seniority may select permanent vacancies and new permanent jobs as provided for in this Article in all months except November and December. Employees shall be allowed thirty (30) workdays to qualify on the new job or may exercise their right to return to their old job within the first ten (10) workdays and return to their former job without loss of seniority.

a. After receiving the job for which an employee bid, the employee shall not be eligible to bid for any other openings for a period of twelve (12) months thereafter.

b. The filling of job openings by the process of bidding shall be limited to two (2) changes, the original opening and one (1) other opening created by the original bid. Full-time bids will be posted for forty-eight (48) hours.

c. Job openings in the Feeder Driver classification shall be posted in accordance with Article 1, Section 3 of the Local Union Supplement. Feeder drivers are not subject to any bid limitations within their classification.

d. Employees that transfer from one center to another may hold their vacation selection if and when possible.

e. All bid jobs shall be filled within ten (10) working days after completion of the bidding process, unless otherwise mutually agreed, in conjunction with the efficient operation of the Employer's business.

f. 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 Company is training on their area. 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 following shall be the maximum number of training routes allowed in a Center:

- 1-15 Package Car Drivers 1 Training Area
- 16-30 Package Car Drivers 2 Training Areas
- 31-45 Package Car Drivers 3 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 V. Part-Time Employees Transferring to Full-Time Jobs Other Than Hub and Preload**

After the completion of the job selection procedure outlined in this Article, the resulting opening will be filled in accordance with Article 3, Section 10 of The Central Region of Teamsters Supplemental Agreement.

## **Section VI. Bid Routes**

The Company in an emergency may ask a bid route driver to take another route. The Company and the Union will cooperate to effect efficient delivery of packages.

### **Route Changes — Delivery Only**

#### **a. Temporary**

Temporary changes are handled according to Article 3, Section 9 (a) of the Central Region of Teamsters Supplemental Agreement for language.

#### **b. Permanent**

Permanent changes are handled according to Article 3, Section 9 (b) of the Central Region of Teamsters Supplemental Agreement for language.

## **Section VII. Extra Work**

Seniority shall prevail for extra work and the work shall be assigned by seniority, within the classification and work area, to those who are qualified, present and available.

## **Section VIII. Part-Time Job Selection Procedures**

Qualified part-time employees with six (6) months or more seniority may select permanent vacancies and new permanent jobs as provided for in Article 3, Section 11 of The Central Region of Teamsters Supplemental Agreement. The six (6) months or more may be reduced upon mutual agreement.

## **Section IX. Part-Time Employees Lay-Off**

When it becomes necessary to reduce the working force in a part-time operation or sort, the provisions of Article 3, Section 12 of The Central Region of Teamsters Supplemental Agreement shall apply.

## **Section X.**

There shall be an annual bid for mechanics.

## **Section XI.**

Upon ratification, employees hired into or bidding into the Automotive Mechanic classification must remain in the classification a minimum of five (5) years.

**WAGES**

**FULL-TIME EMPLOYEES WAGE SCHEDULE**

<b>Classification</b>	<b>8/1/2013</b>	<b>8/1/2014</b>	<b>8/1/2015</b>	<b>8/1/2016</b>	<b>2/1/2017</b>	<b>8/1/2017</b>	<b>2/1/2018</b>	<b>7/31/2018</b>
General Wage Increase	\$0.70	\$0.70	\$0.70	\$0.40	\$0.40	\$0.50	\$0.50	
Feeder Driver.....	\$33.07	\$33.77	\$34.47	\$34.87	\$35.27	\$35.77	\$36.27	<b>\$32.37</b>
Tractor-Trailer Driver								
Double Bottom.....	\$33.52	\$34.22	\$34.92	\$35.32	\$35.72	\$36.22	\$36.72	<b>\$32.82</b>
Tractor-Trailer Driver								
Pickup and DOT Shifter.....	\$33.09	\$33.79	\$34.49	\$34.89	\$35.29	\$35.79	\$36.29	<b>\$32.39</b>
Driver, Sorter, Preloader, Mechanic, Building Maintenance, Mechanic, and Non-DOT Shifter.....	\$32.99	\$33.69	\$34.39	\$34.79	\$35.19	\$35.69	\$36.19	<b>\$32.29</b>
Loader, Unloader and Belperson.....	\$32.62	\$33.32	\$34.02	\$34.42	\$34.82	\$35.32	\$35.82	<b>\$31.92</b>
(Hired prior to 9-1-73)								
Building Maintenance.....	\$32.81	\$33.51	\$34.21	\$34.61	\$35.01	\$35.51	\$36.01	<b>\$32.11</b>
(Hired prior to 9-1-73)								
Car Wash.....	\$32.79	\$33.49	\$34.19	\$34.59	\$34.99	\$35.49	\$35.99	<b>\$32.09</b>
(Hired prior to 9-1-73)								
Loader, Unloader, Belperson, Building Maintenance, Clerk, Car Wash.....	\$31.40	\$32.10	\$32.80	\$33.20	\$33.60	\$34.10	\$34.60	<b>\$30.70</b>
(Hired on or after 9-1-73)								

**WAGES  
FULL-TIME EMPLOYEES  
WAGE SCHEDULE**

<b>Classification</b>	<b>8/1/2013</b>	<b>8/1/2014</b>	<b>8/1/2015</b>	<b>8/1/2016</b>	<b>2/1/2017</b>	<b>8/1/2017</b>	<b>2/1/2018</b>	<b>7/31/2013</b>
General Wage Increase	\$0.70	\$0.70	\$0.70	\$0.40	\$0.40	\$0.50	\$0.50	
**Base rate for all Full-time Sorters and Preloaders.....	\$31.70	\$32.40	\$33.10	\$33.50	\$33.90	\$34.40	\$34.90	\$31.00

Lead Driver and Lead Person 10 cents above rate  
 Non-Feeder Tractor Driver 10 cents above rate

Any COLA adjustments will be added to the contractual rate increases effective 8-1-14 and every August thereafter for the life of this Agreement or according to Article 33 NMA.

**FULL-TIME WAGE PROGRESSION**

Employees hired on or after 8-1-13 See Article 41, Section 2, NMA

**\*\*FULL TIME SORTERS AND PRELOADERS**

Effective 8-1-13, the base rate for all full-time Sorters and Preloaders will be \$31.70. Thereafter, the Sorter/Preloader shall receive 1/4 of the difference (\$1.29) between the base rate and the prevailing regular rate effective on the anniversary date of three (3) months, six (6) months, and nine (9) months with the balance effective upon completion of twelve (12) months from the base rate.

**WAGES  
PART-TIME EMPLOYEES  
WAGE SCHEDULE**

<b>Classification</b>	<b>8/1/2013</b>	<b>8/1/2014</b>	<b>8/1/2015</b>	<b>8/1/2016</b>	<b>2/1/2017</b>	<b>8/1/2017</b>	<b>2/1/2018</b>	<b>7/31/2018</b>
General Wage Increase	\$0.70	\$0.70	\$0.70	\$0.40	\$0.40	\$0.50	\$0.50	
Sorter and Preloader.....	\$32.99	\$33.69	\$34.39	\$34.79	\$35.19	\$35.69	\$36.19	<b>\$32.29</b>
(Hired prior to 7-2-82)								
Loader, Unloader and Belperson.....	\$32.62	\$33.32	\$34.02	\$34.42	\$34.82	\$35.32	\$35.82	<b>\$31.92</b>
(Hired prior to 9-1-73)								
Building Maintenance.....	\$32.81	\$33.51	\$34.21	\$34.61	\$35.01	\$35.51	\$36.01	<b>\$32.11</b>
(Hired prior to 9-1-73)								
Car Wash.....	\$32.79	\$33.49	\$34.19	\$34.59	\$34.99	\$35.49	\$35.99	<b>\$32.09</b>
(Hired prior to 9-1-73)								
Loader, Unloader, Belperson Building Maintenance, Car Wash.....	\$31.40	\$32.10	\$32.80	\$33.20	\$33.60	\$34.10	\$34.60	<b>\$30.70</b>
(Hired 9-1-73 - through 7-1-82)								
***Base Rate for Sorters and Preloaders \								
(Hired prior to 7-2-82)	\$31.70	\$32.40	\$33.10	\$33.50	\$33.90	\$34.40	\$34.90	<b>\$31.00</b>

**WAGES  
PART-TIME EMPLOYEES  
WAGE SCHEDULE**

Classification	8/1/2013	8/1/2014	8/1/2015	8/1/2016	2/1/2017	8/1/2017	2/1/2018
General Wage Increase	\$0.70	\$0.70	\$0.70	\$0.40	\$0.40	\$0.50	\$0.50

Preloader, Sorter, Loader,  
Unloader, Beltperson,  
Building Maintenance,  
Clerk, Car Wash..... all part-time employees hired on or after July 2, 1982 shall receive pay in accordance with Article 22, Section 5, NMA  
(Hired on or after 7-2-82)

Lead Person..... 10 cents above rate

Any COLA adjustments will be added to the contractual increases effective 8-1-14 and every August thereafter for the life of this Agreement or according to Article 33, NMA.

**\*\*PART-TIME SORTERS AND PRELOADERS**

Effective 8-1-13, the base rate for part-time Sorters and Preloaders (hired prior to 7-2-82) will be \$31.70

Thereafter, the Sorter/Preloader shall receive 1/4 of the difference (\$1.29) between the base rate and the prevailing regular rate effective on the anniversary date of three (3) months, six (6) months, and nine (9) months with the balance effective upon completion of twelve (12) months from the base rate.



The undersigned parties agree to the Supplements as described and herewith contained.

UNITED PARCEL SERVICE, INC.  
FOR THE EMPLOYER:

Sue Davis  
Bill Margrave  
Cindy Morrone  
Mike Kettler

~

LOCAL UNIONS	FOR THE UNIONS
638	Trevor Lawrence
638	Tom Bucher
638	Mike Hogan
638	Larry Mossey
346	Zak Radzak
120	Brad Jenkins
120	Chris Riley

