

# Western Pennsylvania Supplement Agreement

For the Period:

August 1, 2013 through July 31, 2018

*covering:*

**Teamsters Local Union Nos. 30, 110, 249, 261, 397, 491, 538, 585 and 926**

The parties reserve the right to correct inadvertent errors and omissions.

Where no reference is made to a specific Article or Section thereof, such Article and Section are to continue as in the current Master Agreement, as applied and interpreted during the life of such Agreement. Additions and new language are **bold and underlined**.

## Company Clarification

### ARTICLE 51, SECTION 2

#### Section 2

Seniority shall be broken only by discharge, voluntary quit, layoff for a period of three (3) years from last date of employment, failure to respond to notice of recall, unauthorized leave of absence, **failure to contact the Company within seventy-two (72) hours (three (3) consecutive work days) from the date the seventy-two (72) hour notice letter was sent.**

### ARTICLE 51, SECTION 9.2

Bid Routes - The Employer shall designate a minimum of 85% of the total routes as bid routes in all centers. These bids shall be posted in plain view for all employees to see. All Bid drivers will be afforded, upon request, a printed copy of a description of the delivery and pick-up area as listed on the Bid. The respective Local Union shall receive a copy of all signed bids including a list of all designated training routes. The successful bidder shall remain on that bid for a one (1) year period, unless a new job, higher classification, or permanent vacancy occurs during the interim bid year. Any driver who does not elect to take or hold a bid will work as assigned in their respective center. The Employer will designate not more than 40% of all routes as routes which will only take an A.M. break after Service commitments before 10:30 A.M. are met. Bids that are not filled during the annual bid must be filled by the least senior full-time delivery driver. **Full-time bid pack-**

**age car drivers cannot be forced from their bid route more than five (5) days per year. Forced shall not include a mutual agreement, emergencies and those reasons listed in Article 51, Section 9.4. If an employee is forced from their bid area more than five (5) times the employee may be subject to receive one (1) hours pay at his overtime rate for each additional occurrence above five (5). The employee will be required to notify the company after the third occurrence in grievance format in order to qualify for this payment.**

#### Tractor-Trailer Center

**9. The Company may utilize peak season feeder drivers from January 1<sup>st</sup> through January 15<sup>th</sup>, with the days worked not counting towards the acquisition of seniority.**

### ARTICLE 53 MEAL PERIOD (A), (8)

(B) Package drivers may at their option either break this one (1) hour into two (2) unpaid periods, one of twenty (20) minutes between the first (1st) and by the end of the third (3rd) hour and a later period of forty (40) minutes to be started after the fourth (4th) hour and to be completed by the end of the sixth (6th) hour. The employee may also elect to take a single sixty (60) minute unpaid period to be started after the fourth (4th) hour and completed by the end of the sixth (6th) hour. **Only by mutual consent between the employee and employer at the time of the annual bid, may an employee take an unpaid one-half (1/2) hour meal period. These employees will then be required to take a one-half (1/2) hour meal period for the remainder of the bid period. Any em-**

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### employee covering a bid run will be required to take the meal period selected by the bid driver.

(E) Feeder drivers may take one fifteen (15) minute unpaid break from the start of their run to their destination. This time will be deducted from their one (1) hour unpaid lunch period. The remaining forty-five (45) minute unpaid lunch period will be taken as normal. **Only by mutual consent between the employee and employer at the time of the semi-annual bid, may an employee take an unpaid one-half (1/2) hour meal period. These employees will then be required to take a one-half (1/2) hour meal period for the remainder of the bid period. Any employee covering a bid run will be required to take the meal period selected by the bid driver.**

### ARTICLE 55- WAGES AND HOURS

#### SECTION 2 – HOURS OF WORK AND OVERTIME

(A) The work week off all regular employees on the seniority list as of November 28, 1973, shall be five (5) consecutive days, Monday through Friday. Time and one-half (1 ½) shall be paid such employee for all hours worked in excess of forty (40) hours in a week or in excess of eight (8) hours in a day. Time and one-half (1 ½) shall be paid for all hours worked on Saturday except where the regular schedule extends into Saturday. If, however, any employee on the seniority list after November 28, 1973, subsequently elects to take a Tuesday through Saturday work week, they shall be paid time and one-half (1 ½) for all hours worked on the sixth (6<sup>th</sup>) day.

(B) All employees hired after November 28, 1973, shall have a work week consisting of five (5) consecutive days, either Monday through Friday or Tuesday through Saturday. Time and one-half (1 ½) shall be paid such employees for all hours worked in excess of forty (40) hours in a week or eight (8) hours in a day. Time and one-half (1 ½) shall be paid for all hours worked on the sixth (6<sup>th</sup>) day.

(C) All feeder drivers on the present tractor-trailer qualified list shall have the right to bid on any scheduled Tuesday through Saturday feeder run. If any Tuesday through Saturday feeder run is not selected, the least senior employee who qualified as a feeder driver after ratification of this agreement will be assigned the work.

(D) It is agreed that the work week of all package delivery drivers hired prior to July 31, 1990, shall be Monday through Friday. Drivers hired after July 31, 1990, will have either a Monday through Friday or Tuesday through Saturday work week. All delivery drivers on the present full-time seniority list shall have the right to bid on any Tuesday through Saturday work week. Saturday work will consist of air only with the exception of those employees hired after ratification. **By the approval and agreement of each local union, the Company may place four (4) ten (10) hour day routes for bid during the bidding process within the package car classi-**

**fication and if the bid is not taken, it shall be returned to a five (5) eight hour day bid and will be offered in seniority order to any f/t driver who did not obtain a bid. Time and one-half (1 ½) shall be paid such employee for all hours worked in excess of forty (40) hours in a week or in excess of ten (10) hours in a day for employees on a four (4) ten (10) hour day bids.**

(E) The Company may by the approval and agreement of the local union institute four (4) ten (10) hour days for feeder runs.

### ARTICLE 56, SECTION 2

There shall be five (5) holidays for seniority employees known as personal holidays to be mutually agreed upon between the Employer and individual. These personal days shall be taken as follows: The employee will notify the Company ten (10) days in advance of the requested personal day. The day will be awarded in seniority order. Five (5) days prior to the requested day, the employee will be notified of the employee's request. Once the day has been granted it cannot be changed unless the emergency clause is evoked or unless mutually agreed to by the employee. The five (5) holidays are to be taken during the calendar year. **In package car centers and feeder centers, the Company will grant at least 3% (minimum of 1) personal days per day based on the number of active employees on the seniority list. In package car centers, the Company will also include qualified reg. temp. drivers. For the purpose of this paragraph, an inactive employee will be defined as an employee on workman's compensation, disability, Military Leave, F.M.L.A. This requirement will not apply to November, December and January 1<sup>st</sup> through January 15<sup>th</sup>.**

A new seniority employee hired after July 31, 1987 will be eligible for personal holidays after the employee has been on the seniority list for one (1) year. After one (1) year, employee will receive all five (5) personal holidays. In the event that an employee elects not to take their personal holidays by the end of the personal holiday period, they shall be paid eight (8) hours at their straight time rate for each unused personal holiday.

A new seniority employee hired after July 31, 1997 will be eligible for personal holidays in the following manner:

Seniority date plus 12 months will receive two (2) Personal Holidays.

Seniority date plus 24 months will receive full contractual allotment.

Employees hired after December 19, 2007, will be eligible for personal holidays in the following manner:

Seniority date plus 12 months – One (1) personal holiday.

Seniority date plus 24 months – Three (3) personal holidays.

Seniority date plus thirty six (36) months – full contractual allotment.

Part-time employees shall receive one-half (1/2) holiday benefits four (4) hours pay for all holidays. The employee must be on the payroll to receive this benefit. A part-time employee who does not work on the holiday, but who has worked forty-five (45) hours in the thirty (30) consecutive work days immediately preceding the holiday shall be entitled to four (4) hours at the straight time rate for such holiday. **All part-time employees hired after August 1, 2013, must work the regular scheduled workday which immediately precedes the holiday in order to be eligible for holiday pay, except in cases of proven illness, where the employee was scheduled off, placed on lay off, was on vacation, was off due to a death in the family covered by Article 62 or was on an approved personal holiday.** Employees will have the right to deposit unused personal holidays into the Teamsters UPS National 401 (k) Tax Deferred Savings Plan at the end of the personal holiday pay period, in compliance with all Internal Revenue Codes and E.R.I.S.A.

Seniority employees with more than six (6) months of seniority, upon mutual agreement, who have accumulated five (5) personal holidays, may elect to use this five (5) day period as a vacation week Monday through Friday. The rate of pay for this optional week will be forty (40) hours at straight time for a full-time seniority employee and twenty (20) hours at straight time for a part-time employee.

#### **ARTICLE 57 – VACATIONS (E)**

(Add to end of paragraph)

**A minimum of 5% of all eligible feeder drivers shall be entitled to select vacation during the months of February and March.**

#### **ARTICLED 58 – HEALTH AND WELFARE AND LIFE INSURANCE**

**(a) For those full-time or 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 Central States Health & Welfare Fund (CSH&W Fund), under the terms set forth in Article 34 of the National Master Agreement. The Company will continue to provide health & welfare benefit coverage under the existing plan through December 31, 2013.**

**(b) Part-time and full-time employees covered by a Teamster Health and Welfare Fund will continue to be covered by those funds.**

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**(c) Any eligible employee covered by this Section who retires effective January 1, 2014 or thereafter shall be provided retiree medical benefits through the CSH&W Fund.**

**(d) Current retirees who are receiving benefits through a UPS sponsored plan shall receive coverage on and after January 1, 2014 under the terms of the Memorandum Concerning UPS Sponsored Plans, attached to the National Master Agreement.**

**(e) Contributions to pension funds will be made in accordance with Article 34 of the National Master Agreement.**

#### **ARTICLE 60 – PART TIME EMPLOYEES HEALTH AND WELFARE**

**(a) For those full-time or 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 Central States Health & Welfare Fund (CSH&W Fund), under the terms set forth in Article 34 of the National Master Agreement. The Company will continue to provide health & welfare benefit coverage under the existing plan through December 31, 2013.**

**(b) Part-time and full-time employees covered by a Teamster Health and Welfare Fund will continue to be covered by those funds.**

**(c) Any eligible employee covered by this Section who retires effective January 1, 2014 or thereafter shall be provided retiree medical benefits through the CSH&W Fund.**

**(d) Current retirees who are receiving benefits through a UPS sponsored plan shall receive coverage on and after January 1, 2014 under the terms of the Memorandum Concerning UPS Sponsored Plans, attached to the National Master Agreement.**

**(e) Contributions to pension funds will be made in accordance with Article 34 of the National Master Agreement.**

#### **ARTICLE 72 (1.)**

1. Part-time employees are defined as employees who, when reporting for work as scheduled shall be guaranteed a minimum of three and a half (3 ½) hours. Should any part-time employee work beyond the fifth (5th) hour, they shall receive one and one half (1 ½) times their hourly rate for all hours in excess of five (5). **Should any part-time employee double out on another shift other than their regularly scheduled shift, they will guaranteed a minimum of two (2) hours on the shift they are doubling on.**

**W.P.A****ARTICLE 72 –Part-Time Employees**

**8. Effective 2014, any part-time employee who works an inside ground sort the day after Thanksgiving, will receive a three and one-half (3 ½) hour guarantee and will be paid all hours worked on that ground sort at the time and one-half (1 ½) rate of pay. This does not cover any work outlined in Article 40.**

**LOCAL UNION NO. 926 CAR WASH ARTICLE**

The terms of the Western Pennsylvania Supplemental Agreement shall apply to the employees represented by IBT Local Union No. 926 at the Employer's Thornburg and Beaver Avenue facilities in the classifications referenced below except on the subjects covered by this Article which shall apply to those employees, or as agreed to in writing.

It is further agreed by all parties that the following Articles, Mutual Understandings and Letters of Understanding in the WPA Supplement do not apply to employees represented by Local 926: Article 48 (Section 4), Article 51, Article 53, Article 54 (Section 1 &2), Article 55 (Section 1), Article 55 (Section 2 C,D,E,F), Article 55 (Section 3), Article 56 (Section 1 &4), Article 57 D,E,F,H, & I, Article 64, Article 70, Article 72, Article 73, Article 74, the Mutual Understanding on page 223 of the 2008 Agreement, and the Letters of Understanding on page 224 of the 2008 Agreement.

**Employees Covered:**

The members of Local 926 shall perform all duties in the Thornburgh and Beaver Avenue facilities of the employer in the following employment categories; chasing parts, washing, simonizing, polishing, storekeeping, checking of batteries, shifting or jockeying, pumping gasoline, changing and repairing tires and tubes, handling and checking of parts, checking anti-freeze, portering, painting to include touch-up, wheels and cab areas, and such other manual work in and around garages, other than mechanical.

**Layoff:**

The Employer shall have the right to lay off any employee. In all cases of lay off, seniority within the laid off employee's classification of work, as listed in the Wage Schedule, shall prevail. Such seniority shall be based upon length of service from the day of last continuous employment with the Employer. If in the event an employee is laid off from his classification, he may exercise, if qualified, his seniority to replace the least senior employee in another classification. The date of such transfer will be used to determine shift preference and vacation selection only. When work is again available in his original classification, he must return to that classification.

(A) In the event of a permanent layoff which is defined as being laid off in excess of five (5) work days, one weeks' notice shall be given to said employee.

(B) In the event of a recall after lay off, seniority within the laid off employee's classification of work, as listed in the Wage Schedule, shall also prevail. That is, the last employee laid off in a given classification of work shall be the first recalled, and so on.

(C) Seniority rights of any employee shall cease after a continuous layoff of thirty-six (36) months.

(D) The Union and the Employer have jointly established a seniority list for each center by the classification of work listed in the Wage Schedule. Such Seniority list will be recognized by both parties as the basis of order of layoff and recall.

(E) Any regular employee on layoff shall be recalled when work is available in the inverse order of their seniority. The Employer will first attempt to notify such employee by telephone, messenger, or otherwise to return to work. If the Employer cannot reach the employee by these means, or, if the employee is so contacted and fails to report for work as notified, then the Employer shall notify the laid off employee by registered mail to report for work or show acceptable cause for his failure to report.

If the recalled employee does not then report or show acceptable cause within ten (10) calendar days after the date of the mailing of the registered letter, their name will be removed from the Employer's payroll and they will lose their status as a regular employee.

**Bidding:**

Annual bid on starting times will be posted January 1<sup>st</sup> of each year for a period of two (2) weeks. Employees may select from such posted schedule in their center seniority order.

In the event starting times in a classification are changed by more than one (1) hour, the Employer will give one (1) week's notice prior to such change.

If the employee's original selection is changed by more than three (3) hours that employee will have the opportunity to change shift selection.

**Examination of Records:**

The Local Union Business Agent shall have the written right to examine time sheets and any other records pertaining to the computation of compensation or fringe benefits of any employee whose pay is in dispute or records pertaining to a specific grievance.

**W.P.A****Cooperation:**

The Union agrees when any Local 926 member is assigned by the Employer to any work covered by this Agreement, that such employee will perform the assigned work to the best of their ability regardless of their regular classification.

**Rubbers and Raincoats:**

The Company will supply rubbers and raincoats consistent with the practice in the Beaver Ave. Facility for the employees in the Thornburg Facility.

**Part-Time Employees:**

1. Part-time employees are defined as employees not otherwise gainfully employed who, when reporting to work as scheduled, shall receive the minimum guarantee provided in the National Master United Parcel Service Agreement. (NMUPSA) Should any part-time employee work beyond the fifth (5<sup>th</sup>) hour, they shall receive one and one-half (1 ½) times their hourly rate for all hours in excess of five (5). This provision will not override any provision in the National Master Agreement.

2. Part-time employees transferring to full-time jobs: After the completion of the job selection procedure outlined in the respective Supplements, the resulting opening will be filled as follows:

The permanent new job or permanent vacancy resulting from the procedure outlined above will be posted for a period of five (5) days. Part-time employees with one or more years seniority may bid on a full-time opening in their building in all months, except November and December, providing, they meet the same job requirements as applicants for that full-time job. The job will be awarded to the senior bidding part-time employee.

The employee awarded the job must satisfactorily complete a thirty (30) working day training period. An employee who fails to qualify shall not be allowed to bid for one (1) year for that job the employee was disqualified for.

Part-time employees successfully transferring to full-time jobs will be considered as newly hired full-time employees and will be added to the appropriate seniority list. Their seniority date will be the day of the transfer. For pay purposes their rate will be based on the new top rate of the classification into which they bid. At no time will the employee suffer any loss of hourly rate when slotted.

For vacation and retirement purposes, the employee shall receive additional seniority credit equal to all time worked as a part-time employee.

3. Part-time employees will work off the part-time employee seniority list at each Center.

4. Part-time employees will not be permitted to do any delivery driving, feeder driving or tractor trailer driving work. Part-time employees will be permitted to move vehicles within the confines of the Employer's property only for the purpose of avoiding delay in their work except when unassigned drivers are available in the building.

Where part-time employees are used in the carwash classification, they will be permitted to drive equipment to and from the carwash.

5. After following the reduction of force procedure in the ~~appropriate supplement, layoff portion of this article~~ the following shall apply:

After a one (1) day layoff, full-time seniority employees who may be subject to layoff ~~will be assigned~~ **may elect** to displace one (1) ~~or more~~ part-time employees in ~~the building Beaver Avenue or Thornburg~~ **if any part-time employees represented by Local #926 are working in these buildings. ~~The two (2) most junior full-time employees in each center after one (1) day layoff may elect to displace one (1) part-time employee in the building.~~** In such cases, the employee will be guaranteed three **and one half (3 1/2)** hours. The full-time employees will receive wages for the applicable job performed. **The full-time employee must also notify the operation of his request to displace one (1) part-time employee at least one and one half (1 ½) hours prior to the start of the carwash operation.**

A. If the laid off employee displaces a part-time employee and continues to perform the same work as their full-time assignment, they will continue to receive their regular wage rate.

B. If in the building there is a part-time employee receiving a higher wage rate than the rate of the displaced part-time employee(s), the full-time employee will receive such higher rate.

The provisions of this Section 5 shall not apply:

1. During the first three (3) days of emergencies beyond the Employer's control such as fires, flood, snow storm, power failure, T.O.F.C. delays.
2. During strikes against UPS or other companies which require a reduction of work force.
3. The Company will attempt to schedule sufficient vacations from December 24 of any year through the second full week of the following January in order to avoid lay-offs. In the event sufficient vacations have not been scheduled, the Local Union and the Company will meet to adjust the vacation schedule. Failing to agree on an adjusted, the matter shall be referred to the General President of the International Brotherhood of Teamsters and the Vice President of Labor Relations for final resolution.



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~~6. When Section 5, Subsections 1 and 2 above do not apply, the following shall:~~

~~Full-time seniority employees in the order of their seniority may elect to take the work of part-time workers, if any, for the duration of the layoff. In such cases, the full-time seniority employees will be guaranteed three (3) hours' work at the appropriate rate for the classification of work performed in addition to all fringe benefits.~~

7.6. Any claimed abuses of this Article with respect to the use of part-time employees shall be subject to the grievance procedure.

### Wages:

#### WAGE SCHEDULE

	8/1/13	8/1/14	8/1/15	8/1/16	2/1/17	8/1/17	2/1/18
Parts Runner	\$31.49	\$32.19	\$32.89	\$33.29	\$33.69	\$34.19	\$34.69
Partsman	\$31.59	\$32.29	\$32.99	\$33.39	\$33.79	\$34.29	\$34.79
Lead Partsman	\$31.88	\$32.58	\$33.28	\$33.68	\$34.08	\$34.58	\$35.08
Lube & Tireman	\$31.88	\$32.58	\$33.28	\$33.68	\$34.08	\$34.58	\$35.08
Car Wash	\$31.86	\$32.56	\$33.26	\$33.66	\$34.06	\$34.56	\$35.06

#### APPRENTICE LUBE TIREMAN

	8/1/13	8/1/14	8/1/15	8/1/16	2/1/17	8/1/17	2/1/18
First Three Months	\$31.29	\$31.99	\$32.69	\$33.09	\$33.49	\$33.99	\$34.49
Second Three Months	\$31.50	\$32.20	\$32.90	\$33.30	\$33.70	\$34.20	\$34.70
Thereafter	\$31.75	\$32.45	\$33.15	\$33.55	\$33.95	\$34.45	\$34.95

### Letter Of Understanding

~~The company shall make a good faith effort to reduce the frequency of package car drivers involuntarily covering areas other than their bid area (In accordance with Article 51, Section 9(4)(a & c)). In an effort to keep drivers on their bid areas, the Labor Manager and Business Agent can review the skills inventory during routine business meetings.~~

~~If necessary, the Business Agent and Labor Manager will meet with the Employer and Union panel co-chairmen at the next regularly scheduled Western Pennsylvania Area Parcel Grievance Committee Panel for review and resolution. Grievances filed to the panel pertaining to this issue shall be moved to the front of the docket prior to hearing language cases. For the calendar year 2008, the UPS Region Labor Manager and a representative of the IBT Small Package Division will monitor this procedure for compliance.~~

~~This Letter of Understanding is not intended to reduce the contractual rights present in Article 51, Section 9(4)(a & c).~~

### Memorandum of Understanding Local 30 and UPS Preferred jobs

The following will be incorporated into the job selection procedures in the applicable Supplement, Rider or Addendum:

The Employer will fill all vacancies and permanent new jobs for part-time employees from the part-time selection list in all months except November and December.

Part-time employees with six (6) months or more seniority shall have the right to place their name on the list of employees waiting to be moved to a preferred job within their building. Such preferred jobs shall include, but not be limited to: Preload, Sorter, Clerical, Irregular Train, Designated Responder, Carwasher, Loader, Unloader, Pickoff, Small Sort, Wall Sweep and Quality Control position. Employees do not have the right to select any specific unit, load or workstation unless a prior past practice has been established.

### Memorandum of Understanding Local 30 and UPS Sunday – Thursday

Effective upon ratification of this agreement the company may bid Sunday -Thursday work week positions in the New Stanton Pa feeder department only at the semi-annual bid. The Sunday portion of these positions that are bid on the semi-annual bid will be paid at the straight time rate of pay.

### Memo of Understanding between UPS and Local #30

Any work outside of the semi-annual bid(s) on a Saturday or Sunday in the feeder classification will be offered to qualified drivers in seniority order. Qualified drivers must meet DOT hour requirement. They must make their next bid start time.

### Memorandum of Understanding Local 30 and UPS

The New Stanton, PA feeder department will add and maintain through the life of this agreement 5 additional work as directed (WAD) positions. These positions may have a flexible start time for up to 3 hours per day either earlier or later than the posted time, but not both only in one direction. These positions will be 5 consecutive days, unless otherwise mutually agreed to by the parties.

### Letter of Understanding between Local #926 and UPS

It is agreed by both parties that guaranteed number of full-time jobs in Local #926 will be reduced from thirteen (13) to ten (10) through attrition.

### Letter of Understanding between Local #926 and UPS

The December 19, 2007, optional holiday progression outlined in Article 56, Section 2 will apply to Local 926 employees.

The July 31, 1997, and December 19, 2007, sick day progressions outlined in Article 71 of the WPA Supplement will apply to Local 926 employees.

**Letter of Understanding between Local #926 and UPS**

If a regularly scheduled Sunday – Thursday f/t employee is absent from work for any reason and the Company decides to cover the position, the employee who covers that job will be paid at the straight time rate of pay and will finish the week working a Sunday – Thursday workweek.

The Company will offer the work to qualified employees in seniority order. If no employee elects to cover the work, the junior qualified employee will be forced to cover.

**Memorandum of Understanding Local 30 and UPS**

Prior to the company posting, the parties will meet and review the tractor trailer runs in an effort to provide seventy percent (70%) of the tractor trailer seniority list a bid start time. The review to provide bids for seventy percent (70%) of the seniority list may include but not be limited to, flexible start times upon mutual agreement.

**Letter of Understanding between Local 249 and UPS**

Upon ratification, the Company agrees to increase the number of full-time preferred jobs in the March 7, 2008, Letter of Understanding from ten (10) to twenty (20).

**Letter of Understanding between UPS and Local #926**

Full-time seniority employees who elect to displace part-time employees will be eligible for benefit coverage as outlined in the Central States Health and Welfare Plan referenced in the Memorandum of Understanding in the National Master UPS Agreement.

