

**Alaska Local No. 959  
Full-Time Employees  
and  
United Parcel Service  
Rider  
to the  
NATIONAL MASTER  
UNITED PARCEL SERVICE  
AGREEMENT**

**For The Period December 19, 2007  
through July 31, 2013**

**A G R E E M E N T**

**UNITED PARCEL SERVICE, INC.**

**and**

**INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS LOCAL NO. 959  
ALASKA RIDER**

**to the**

**NATIONAL MASTER  
UNITED PARCEL SERVICE AGREEMENT**

**and**

**THE WESTERN CONFERENCE OF  
TEAMSTERS SUPPLEMENTAL AGREEMENT**

**Covering Full-Time Employees**

**December 19, 2007 - July 31, 2013**



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## **ARTICLE 1**

### **PREAMBLE AND PURPOSES OF THIS AGREEMENT**

**1.01** The purposes of this agreement are to promote the settlement of labor disagreement by conference, to prevent strikes and lock-outs, to stabilize conditions in work in the area affected by this Agreement, to prevent avoidable delays and expense, and generally encourage a spirit of helpful cooperation between the Employer and Employee groups to their mutual advantage.

**1.02** THIS AGREEMENT made and entered into this 19th day of December 2007, by and between United Parcel Service, Inc., hereinafter called the Employer, the party of the first part, and Local 959 of the International Brotherhood of Teamsters, hereinafter called the Union, the party of the second part, witness to:

## **ARTICLE 2**

### **HIRING HALL**

**2.01** The Union shall maintain a hiring hall to solicit qualified applicants, both Union and non-Union, in order to fill necessary requisitions for employees. (The Employer agrees to use the services of such hiring hall and will call upon the Union to furnish qualified employees required in the classifications herein mentioned, subject to the following terms and conditions.)

**2.02** Selection of applicants for referral to jobs shall be on a nondiscriminatory basis and shall not be based on or in any way affected by Union membership, bylaws, rules, regulations, constitutional provisions, or any other aspect or obligation of Union membership, policies, or requirements.

a. The Employer and the Union agree not to discriminate against any individual with respect to job referral, compensation, terms, or conditions of his employment because of such individual's race, color, religion, age, sex, national origin, physical handicap, marital status, change in marital status, pregnancy, or parenthood, nor will they segregate or classify employees in any way to deprive any indi-

vidual employee of employment opportunities because of race, color, religion, sex, age, or national origin.

**2.03** The Employer retains the right to reject any job applicant referred by the Union.

**2.04** The Union agrees that it will not discriminate against non-Union personnel in referring personnel to the Employer, and the Employer agrees that it will not discriminate against Union personnel in selecting job applicants referred to it by the Union.

**2.05** In the event the Union is unable to supply the Employer with qualified personnel within two (2) working days, when called upon by the Employer, the Employer may procure personnel from other sources; provided, however, that in such instances the Employer shall furnish the Union with the names of such personnel, their classification, and date of hiring.

**2.06** The Union shall refer applicants in accordance with applicable law.

**2.07 Newly-Hired Employees.** New hires will obtain a dispatch from the Local Union prior to completing the thirty (30) day probationary period. December new hires will obtain a dispatch prior to orientation from the Union hall. Employees not dispatched may be issued a dispatch by the shop steward.

## **ARTICLE 3**

### **NO-STRIKE AND GRIEVANCES PROCEDURE**

**3.01** The Union and the Employer agree that there shall be no strike, no picketing, no lock-out, no tie-up, or legal proceedings without first using all possible means of a settlement, as provided for in this Agreement or any Supplement or Rider hereto, or any controversy which might arise under this Agreement. The parties further agree that the words "legal proceedings" as used in this paragraph shall not be construed to prohibit the Union or Employer from going to a court of proper jurisdiction for an injunction against the other for breach of the no-strike, no-lockout, no tie-up, no picketing promises made herein.

**3.02** A grievance is hereby jointly defined to be any controversy, complaint, misunderstanding, or dispute arising as to interpretation, application or observance of any of the provisions of this Agreement (the Alaska Rider). Any matter arising under the National Master, or Western Conference Supplemental Agreement, shall be governed by the grievance and arbitration procedures of those Agreements

**3.03** Grievance procedures may be invoked only by authorized Union or Employer representatives.

**3.04** In the event of any grievance, complaint, or dispute on the part of any employee, it shall be handled in the following manner, and a decision reached at any stage shall be final and binding on both parties.

**3.05** The employee shall first attempt to resolve the grievance with their immediate supervisor. A shop steward shall be present for this discussion if requested by the employee. If the grievance is not resolved within one (1) workday:

a. The employee shall report it to their shop steward in writing within five (5) working days. The steward shall attempt to adjust the matter with the supervisor within two (2) working days.

b. Failing to agree, the shop steward shall promptly report the matter to the Union which shall submit it in writing and attempt to adjust the same with the Employer within five (5) working days.

c. If the parties fail to reach a decision or agree upon a settlement in the matter, it shall be submitted to the Alaska Area Parcel Grievance Committee. Discharge cases shall be heard by the Committee within thirty (30) days' of a grievance being filed concerning a termination pursuant to this Section. Any case not solved by this Committee may be submitted to arbitration by either party.

Any matters involving interpretation of language contained in either the Western Conference Supplement or the National Master Agreement shall be referred to the respective committee for interpretation.

The rules of procedure for the Alaska Area Parcel Grievance Committee shall outline, among other things, the makeup of the Committee, the method of selecting the arbitrator, and the limitations placed upon the arbitrator.

d. Any grievance not satisfactorily disposed of in accordance with the steps of the grievance procedure outlined above may be submitted to arbitration by either party.

**3.06** The Alaska Manager of the Alaska company and the Business Representatives of Teamsters Local 959, will, during a thirty (30) day period following the effective date of the Agreement, each designate four (4) arbitrators. Upon the filing of an arbitration demand the parties shall alternately strike names until one name is left who shall be the arbitrator. The side to first strike a name shall alternate with each arbitration and the Union shall have the first strike for the first arbitration under this Agreement. The parties agree that the procedure for selection of an arbitrator shall not affect in any way the other terms and conditions of this Agreement which shall continue in full force and effect for the term herein provided. It is the intent of the parties to have the arbitration hearing as soon as is practicable and no later than forty-five (45) days from the conclusion of the Grievance Committee panel. A decision shall be rendered by the arbitrator within thirty (30) days of the conclusion of the arbitration or within thirty (30) days of post hearing briefs.

**3.07** The parties agree that the decision or award of the arbitrator shall be final and binding on each of the parties and that they will abide thereby, subject to such law, rules, and regulations as may be applicable. The authority of the arbitrator shall be limited to determining questions directly involving the interpretation or application of specific provisions of this Agreement, and no other matter shall be subject to arbitration hereunder. The arbitrator shall have no authority to add to, subtract from, or to change any of the terms of this Agreement, to change an existing wage rate, or to establish a new wage rate. In no event shall the same question or issue be the subject of arbitration more than once. Each party shall bear the expense of preparing its own case. The cost of the arbitrator's services and any other expenses incidental to the arbitration, mutually agreed to in advance, shall be borne equally by the parties.



**3.08** Time limits set forth herein for the processing of grievance may be extended by mutual agreement.

## **ARTICLE 4 FULLTIME WAGES**

**4.01** The wage scales for fulltime employees shall be as follows:

<b>Effective:</b>	<b><u>08/01/08</u></b>
Package Car/Ground Shuttle Drivers	31.13
Tractor Trailer/Feeder Drivers	31.38
Clerical (Pursuant to Article 41.3 of NMUPSA-Full-time Inside)	
Mechanics-Automotive/G.S.E.	31.13

<b>Effective:</b>	<b><u>02/01/09</u></b>
Package Car/Ground Shuttle Drivers	31.48
Tractor Trailer/Feeder Drivers	31.73
Clerical (Pursuant to Article 41.3 of NMUPSA-Full-time Inside)	
Mechanics-Automotive/G.S.E.	31.48

**Explanation of Top Wage Rates:** The wage scale shall be adjusted on both August 1 and February 1 of each year of this Agreement, pursuant to Article 34 and Article 41 of the National Master United Parcel Service Agreement and in conjunction with Article 30 of the Western Region of Teamsters UPS Supplemental Agreement. (On August 1, 2008, pursuant to Article 30 of the WRT Supplemental Agreement, twenty-five cents (\$0.25) was diverted to wages resulting in the wages listed above.)

a. Package drivers pulling TP-60 trailers will receive a premium of twenty cents (\$0.20) per hour on days when said work is performed.

**4.02** Full-time clerical employees and G.S.E. Mechanics will be covered by the Employer's Welfare plans.

**4.03** The Utility Driver rate of pay will be fifteen dollars and fifty-one cents (\$15.51) or for the regular rate of the employee, whichever is greater.

**4.04 Orientation Pay.** All employees shall be compensated at the applicable hourly rate while attending “new job orientation”. Such time shall count toward seniority. Employees who fail to meet the qualification guidelines for orientation will get their next opportunity according to Article 7 of the Western Regional Supplemental Agreement.

## **ARTICLE 5**

### **FULL-TIME EMPLOYEES’ WORKING RULES**

The following rules apply to fulltime employees:

**5.01** Regular full-time employees are guaranteed a full week’s work when available. The Employer regularly experiences reduced work during holiday weeks. Regular full-time employees who are put to work shall be guaranteed eight (8) hours work or pay. These guarantees shall not apply to the bottom two (2) seniority employees, nor shall they apply when acts of God cause a curtailment of all or part of the Employer’s operation.

a. When a lack of volume or the arrival and/or departure of an aircraft causes a full shift to be impossible, the eight (8) hour daily guarantee, and the forty (40) hour work week, would be waived for the bottom two (2) drivers on the seniority list. When a Center reaches three (3) drivers, the senior employees will be guaranteed eight (8) hours.

**5.02** The Employer may cancel or change the starting times of employees; provided, they are notified at least one (1) hour in advance of their scheduled starting time. An employee must have a telephone or make himself/herself properly available for such notification.

**5.03** All full-time employees shall be entitled to a one (1) hour unpaid lunch period, during each working day. Meal periods shall be scheduled and completed between the fourth (4th) and sixth (6th) hour of an eight (8) hour workday. It is agreed that two (2) fifteen (15) minute paid rest periods will be allowed all full-time employees and taken on area. One must be taken before lunch and one after. The unpaid lunch period may not be fractured.

**5.04** No employee shall be required or permitted to take less than one-half (1/2) hour nor more than one (1) hour for meal periods. A request for a one-half (1/2) hour lunch shall be given full and reasonable consideration. It is agreed there is no specific restrictions to the number of one-half (1/2) hour lunches allowed.

a. A driver may request to work through their lunch period and not be required to take lunch at the end of the day, upon approval of the Employer. Drivers requesting this option shall notify their supervisor at the start of the workday.

b. **December Lunch Period.** It is understood and agreed that during the month of December, employees will be allowed to take a one-half (1/2) hour unpaid lunch or a one (1) hour unpaid lunch. This choice must be made known to management by December 1.

**5.05** Starting times for Package Drivers shall not be before 6:00 a.m. Workdays shall be eight and one-half (8-1/2) or nine (9) consecutive hours, including a one-half (1/2) hour or a one (1) hour unpaid lunch period. All work before regular starting and after regular quitting times shall be time-and-a-half (1-1/2). Drivers shall not deliver beyond 9:30 p.m., except by mutual agreement.

**5.06** Employees reporting for work pursuant to instructions, but not worked, are guaranteed eight (8) hours at the appropriate rate. Employees who do not complete the workday at their own request, other than on-the-job injury, will be paid for hours worked only. All hours of work on Saturday, as a sixth (6th) day, shall be time-and-a-half (1-1/2) if shift starts on Saturday. Sunday shall be double-time (2) if prior to 9:00 p.m. There will be a minimum of eight (8) hours pay for full-time employees for Saturday, Sunday, and holidays worked.

**5.07 Overtime.** Overtime shall be computed and paid for actual time worked. No pyramiding.

**5.08** A full-time employee, required to spend more than one (1) hour in a job classification providing a higher rate of pay, shall receive the higher rate of pay for all hours worked.

**5.09** Feeder Drivers, irrespective of domicile, shall work as directed including, but not limited to: loading, unloading, and sorting as directed in any operating location of the Employer.

a. Only back-up Feeder Drivers may bid off the Feeder back-up list after four (4) years. Back-up Feeder Drivers who choose to bid off the Feeder list must give the Company reasonable notice to train a replacement, of not less than eight (8) weeks prior to the bid date.

b. The Company shall maintain a back-up Feeder Driver list consisting of two (2) employees in Anchorage and one (1) employee in Fairbanks.

c. Triple trailer units will not be operated in Alaska.

**5.10** Full-time employees hold separate classification seniority. Feeder Drivers enjoy separate seniority for operational purposes. Center seniority prevails. Drivers laid off from Feed work for more than two (2) consecutive days, have the right to return to Package Car work according to order of layoff. Separate seniority lists shall be maintained for fulltime and inside employees by Center.

**5.11** Automotive and G.S.E. Mechanics shall have separate seniority lists and shall not be allowed to bid Driver openings.

**5.12** All special and heavy duty tools required by the Employer for automotive maintenance shall be furnished by the Employer.

**5.13** The Employer will reimburse Mechanics for loss of required tools due to fire and/or theft, less twenty-five dollars (\$25.00) on each loss. Claims will be honored only for tools which have been listed on an appropriate current inventory form and filed with the Company. Mechanics shall notify Management whenever they remove these tools from the Employer's premises.

a. **Mechanics' Annual Tool Allowance.** After having been employed by the Company for a period of one (1) year, Mechanics shall receive a net annual tool allowance of five hundred dollars (\$500.00). Such tool allowance shall be paid by separate check each August 1 through the term of the Collective Bargaining Agreement.

**5.14** G.S.E. Mechanics shall not perform routine Automotive Mechanic's duties. G.S.E. Mechanics will be required to perform Automotive Mechanic repairs when necessary to prevent service failures.

## **ARTICLE 6 UTILITY DRIVERS**

**6.01** It is agreed that Package operations may hire Utility Drivers. These Utility Drivers may be used to cover absentees, overflow work, vacations, etc. There shall be no restriction on the starting time of Utility Drivers.

a. When a Utility Driver is scheduled in advance to deliver, they will not work their scheduled part-time shift on each of those days unless mutually agreed.

**6.02** There shall be one (1) additional Utility Driver at all remote sites.

## **ARTICLE 7 HOLIDAYS**

**7.01** The following are paid holidays each year:

January 1st	Christmas Day
Memorial Day	December 31st
July 4th	Employee's Anniversary Date
Labor Day	of Employment
Thanksgiving Day	3 Floating Holidays
Day After Thanksgiving	

**7.02** All seniority employees shall be paid for all holidays regardless of when they occur, except holidays falling after sixty (60) continuous days off for sickness or accident. To be eligible for holiday pay, the employee shall be required to work the day preceding the holiday and the day following the holiday. However, if work is not available or the employee is excused from work by the Employer on the day preceding or following the holiday, the

employee shall receive the holiday pay. Excused shall mean work not available, approved time off, paid sick leave (verifiable by a health care provider), vacation, or funeral leave. Newly hired employees are not eligible for holiday pay for holidays not worked during their first six (6) months' of employment.

**7.03** a. When a holiday falls on Sunday, the next following normal day of work shall be the holiday.

b. Work performed on holidays shall be compensated at time-and-one-half (1-1/2), plus holiday pay. Employees with regular shifts overlapping a holiday shall have holidays advanced or delayed and, in either case, same shall be celebrated and paid as a holiday. No employee shall be called to work on a holiday for less than a full day's work, unless mutually agreed to.

c. If a holiday occurs during an employee's vacation the employee shall receive holiday pay in addition to vacation pay. If a holiday occurs during an employee's sick leave, the employee shall receive holiday pay in lieu of sick leave pay.

**7.04** The employee's anniversary date of employment and floating holidays shall be observed by mutual agreement. Mutual agreement will not be unreasonably withheld. In centers having less than ten (10) drivers, a second denial will result in the affected driver being paid the overtime rate for all hours worked that day, as well as being paid for the floating holiday. These holidays shall not be taken during the month of December. These holidays may be bid between February 1 and February 15 in seniority order. Employees who do not bid in this time period may select available days off by mutual agreement.

**7.05** Holidays are to be taken anniversary date to anniversary date, inclusive. Those not taken will be cashed out the week following their anniversary date.

## **ARTICLE 8 VACATIONS**

**8.01** All regular employees who have been in the service of the Employer continuously for one (1) year shall be granted two (2) weeks' of vacation pay plus one (1) additional day's pay. Two (2) years or over, three (3) weeks' of vacation with pay plus two (2) additional day's pay. Four (4) years or over, three (3) weeks' of vacation with pay plus three (3) additional day's pay. Ten (10) years or over, four (4) weeks' of vacation with pay plus three (3) additional day's pay. In addition to the foregoing, employees may select to either take an additional one (1) week's paid vacation or an additional one (1) week's pay. The decision on this option week must be made when vacation is selected pursuant to Sections 8.03 and 8.07.

a. Employees, who do not exercise their right to select in January, an extra week's vacation as outlined in Section 8.08, will have their extra day(s) as described in this paragraph cashed out upon receipt of their first vacation check issued each selection year. Those extra days are recognized for use in Section 8.08 or pay only.

**8.02** All regular employees shall receive prorated vacations after nine (9) months' of service at the rate of one-twelfth (1/12th) of the determined vacation pay for each month of service upon termination.

**8.03** Vacations shall be granted between January 1 and November 30, and at other times mutually agreed upon.

**8.04** Vacations shall be taken according to seniority and seniority list shall be posted. Outside the Anchorage area, Feeder and back-up Feeder Drivers shall bid and take their vacations by Center seniority. There shall be no more than one (1) Feeder or back-up Feeder Driver off at any one time.

**8.05** Any employee who shall have been absent from work for provable illness for a total not to exceed sixty (60) calendar days shall be considered for determining vacation privileges, as having been continuously employed. After sixty (60) days, vacations may

be prorated at the rate of one-twelfth (1/12th) of the determined vacation pay for each month of service. Any employee who shall have been absent from work because of an industrial injury for a period not to exceed one hundred eighty (180) calendar days, shall be considered for determining vacation privileges, as having been continuously employed. After one hundred eighty (180) days, vacations may be prorated at the rate of one-twelfth (1-1/12th) of the determined vacation pay for each month of service.

**8.06** The Company will allow ten percent (10%) of the people in each classification to take vacation between January 1 and November 30. Except during May, June, July, August, and September, the percentage allowed off will be fifteen percent (15%).

**8.07** The vacation schedule will be posted in November and December for the following year. Each employee in order of seniority will have two (2) days to select or be passed. The schedule must be completed by January 1 and awarded by January 15.

**8.08** Employees may at their option take three (3) floating holidays and an extra day's pay pursuant to Section 8.01 of Article 8 and select an extra week's vacation beginning January 1, 1988. Should an employee have less than a full week he may include the anniversary holiday to complete the week. This week is to be selected after the vacation selection period during January by seniority order.

**8.09** Employees will be allowed to take vacation the last week in December. The last week of December begins with the first (1st) Monday following December twenty-fifth (25).

**8.10** Full-time employees' weeks' of vacation earned as described in Section 8.01 (excluding option weeks) will be paid at the rate of forty-five (45) hours per week.

## **ARTICLE 9 PROTECTION OF RIGHTS**

**9.01** It shall not be a violation of this Agreement, nor shall it be cause for discharge or permanent replacement as an employee or



disciplinary action of any kind, if employee refuses to breach a primary picket line or to cross or work behind a legal primary picket line, approved by the Union party to this Agreement, including picket lines at the Employer's place of business.

## **ARTICLE 10**

### **ALASKA TEAMSTER-EMPLOYER WELFARE PLAN**

**10.01** Maintenance of benefits of health and welfare plans shall continue for the life of this Agreement for Package Car Drivers, Feeder Drivers, Tractor Trailer Drivers, and Automotive Mechanics, covered by the Alaska Teamster-Employer Welfare Trust Fund for the purpose of providing a welfare plan for the employees.

**10.02** The details of the plan will be determined by the Board of Trustees of the Alaska Teamster-Employer Welfare Trust Fund in accordance with the Trust Agreement of January 30, 1960, which created the Trust Fund. The Employer and the Union agree to be bound by said Trust Agreement and all lawful amendments thereto, and do further agree to accept as their representative the employer-trustees and union-trustees who constitute the Board of Trustees of said Trust Fund and their lawful successors.

**10.03** The contributions shall be paid to the Trust Fund for all compensable hours by the tenth (10th) day of the month following the month in which the employee(s) worked. The Trust Fund will furnish the transmittal forms.

**10.04** If an employee is absent due to illness, vacation, or an on the job injury, the Employer shall continue to make contributions for the employee based on forty (40) hours per week, as if he were at work, for a period of forty-five (45) days.

**10.05** Further, if the Employer's delinquency results in an employee being unable to receive the benefits of the Welfare plan, the Employer shall be liable to the employee for all the benefits which were lost, including the payment of any medical and hospital bills which the employee may have incurred.

**10.06** In addition and notwithstanding any contrary provision which may appear in this Agreement, the Union shall have the right to take economic action against any Employer who fails to make the required contributions when due.

**ARTICLE 11**  
**ALASKA TEAMSTER-EMPLOYER PENSION**  
**TRUST**

**11.01** Effective each August 1 of this Agreement, the Employer shall contribute in accordance with Article 30 of the Western Region of Teamsters United Parcel Service Agreement for each hour of compensation earned by each full-time employee (up to a maximum of two thousand eighty [2080] hours per calendar year), during a given month, to the Alaska Teamster-Employer Pension Trust Fund for the purpose of providing a pension plan for the employees classified as Feeder Drivers, Tractor Trailer Drivers, Package Car Drivers, and Automotive and G.S.E. Mechanics, as follows:

<b>Effective:</b>	<u><b>08/01/07</b></u>	<u><b>08/01/08</b></u>
	\$5.25	\$5.65

For all other full-time employees, the contributions are as follows:

<b>Effective:</b>	<u><b>08/01/07</b></u>	<u><b>08/01/08</b></u>
	\$3.25	\$3.65

The details of the plan will be determined by the Board of Trustees of the Alaska Teamster-Employer Pension Trust Fund, in accordance with the Trust Agreement of June 21, 1966, which created the Trust Fund. The Employer and the Union agree to be bound by said Trust Agreement and all lawful amendments thereto, and do further agree to accept as their representatives the employer-trustees and union-trustees who constitute the Board of Trustees of said Trust Fund and their lawful successors.

**11.02 Break-in Pension Rate for Full-time Probationary Employees.** For Package Car Drivers, Feeder Drivers, and Tractor

Trailer Drivers only, seventeen cents (\$.17) of the one dollar (\$1.00) break-in contribution rate, shall be designated to cover the twenty percent (20%) surcharge for the Rule of 80 Program, pursuant to Section 11.05 below.

Effective August 1, 2002, all probationary employees hired as full-time employees shall, for the first thirty (30) calendar days of employment, receive a one dollar (\$1.00) per compensable hour contribution rate into the Alaska Teamster-Employer Pension Trust.

**11.03** The contributions shall be paid to the Trust Fund for all compensable hours by the tenth (10th) day of the month following the month in which the employee(s) worked. The Trust Fund will furnish the transmittal forms.

**11.04** In addition and notwithstanding any contrary provision which may appear in this Agreement, the Union shall have the right to take economic action against any Employer who fails to make the required contributions.

**11.05 Rule of 80 Program.** Effective August 1, 2002, the Employer shall contribute on behalf of the Package Car Drivers, Feeder Drivers, and Tractor Trailer Drivers only, a surcharge of twenty percent (20%) of the contribution rate otherwise owed under Section 11.01 per compensable hour into the Alaska Teamster-Employer Pension Trust for the purpose of providing and funding the adoption of the Rule of 80 Program. Under the terms of the Rule of 80 Program, the Employer is required to pay this additional surcharge into the Alaska Teamster-Employer Pension Trust, and once enacted, it may not be reduced nor eliminated.

**11.06** The contributions owing to the Alaska Teamster-Employer Pension Trust Fund are in addition to the contributions owing to the Western Conference of Teamsters Pension Trust Fund. It is the intention of the parties that the employees be covered by both pension plans.

**ARTICLE 12**  
**WESTERN CONFERENCE OF TEAMSTERS**  
**PENSION TRUST**

**12.01** Effective August 1, 2002, the Employer shall contribute three dollars ninety cents (\$3.90) for each hour of compensation earned by each employee during a given month (up to a maximum of two thousand eighty [2080] hours per calendar year), to the Western Conference of Teamsters Pension Trust Fund, for the purpose of providing a pension plan for the employees. The details of the plan will be determined by the Board of Trustees of the Western Conference of Teamsters Pension Trust Fund in accordance with the Trust Agreement of April 26, 1955, which created the Trust Fund. The Employer and the Union agree to be bound by said Trust Agreement and all lawful amendments thereto, and do further agree to accept as their representatives the employer-trustees and the union-trustees who constitute the Board of Trustees of said Trust Fund and their lawful successors.

**12.02** The contributions shall be paid to the Trust Fund by the tenth (10th) day of the month following the month in which the contributions were earned. The Trust Fund will furnish the transmittal forms.

**12.03** The failure of an Employer to make the contributions required by this Section may result in a collection action by the Board of Trustees; and, in such action, the Employer shall be obligated to pay liquidated damages, costs, and attorney's fees, as provided in the Trust Agreement.

**12.04** In addition and notwithstanding any contrary provisions which may appear in this Agreement, the Union shall have the right to take economic action against any Employer who fails to make the required contributions.

**ARTICLE 13**  
**SICK LEAVE**

**13.01** Employees with seniority shall accumulate sixty-four (64) hours of sick leave benefits a year, five and one-third (5-1/3) hours per month. Benefits shall be payable for absences caused by illness

or accident commencing on the first (1st) day of the illness or accident. Employees off sick must report such absence at least one (1) hour prior to start time daily.

**13.02** Unused sick leave shall accumulate up to four hundred twenty (420) hours in a sick leave bank. The sick leave bank shall be available for future use as prescribed in this Article. Sick leave shall be deducted from the bank on an hourly basis. Benefits for full days off must be for eight (8) hours and must be scheduled workdays.

**13.03** Those employees that would have accrued additional days of sick leave, except for the four hundred twenty (420) hour maximum provided in Section 13.02, shall be entitled to compensation for one-half (1/2) of such over maximum accrual payable to such employees with the first (1st) pay period check for December each year.

**13.04** Employees shall be entitled to sixteen (16) hours pay for personal leave each year. Personal leave must be requested five (5) workdays in advance. Scheduling of time off for personal leave shall be by mutual agreement. Personal leave must be taken in eight (8) hour increments and shall be deducted from sick leave.

**13.05** Employees collecting Workers' Compensation temporary disability benefits may not receive sick leave as herein provided; however, if Workers' Compensation benefits on a daily basis are less than the amount of sick leave otherwise available, employees shall in addition to Workers' Compensation benefits, receive sick leave benefits sufficient to equal the amount of sick leave that would otherwise have been received by deducting from bank the hours required to make up the difference. Sick leave benefits are to be coordinated with health and welfare time loss benefits so as to equal forty (40) hours pay a week. Employees off on disability or compensation must contact the Center Management team every five (5) days to report status on availability.

**13.06** Employees separated from employment shall receive half their bank hours as pay; if deceased, full value shall go to estate.

**13.07** The Employer will advise employees the number of sick leave hours in his/her bank, upon request.

## **ARTICLE 14**

### **MISCELLANEOUS**

**14.01 Inspection.** The Union has a right to inspect and copy payroll records pertaining to employees performing bargained for unit work in relation to wages, overtime, holidays, vacations and all other fringe items. In addition, the Union has a right to inspect documents regarding hours of work (such as W.O.R.'s) that relate to plan days and total hours paid, stop counts, pick-ups, etc. Employees shall have access to their personnel files and evaluation forms before or after working hours. Exception would be when a Business Representative is involved in adjusting a grievance.

**14.02 Unit Work.** The Employer agrees that the function of supervisors is the supervision of employees and not the performance of the work of the employees they supervise. The Union agrees that the Employer must train employees and must prevent service failures.

a. Accordingly, the parties agree that supervisors will not perform the work of the employees they supervise except during training, demonstration, and safety education; and supervisors will not perform Union member's work until all reasonable efforts have been exhausted to have the work covered by Union employees of United Parcel Service.

b. Reasonable effort shall be construed to mean that the Employer will:

1. Use all means possible to contact a bargaining unit employee to perform work due to sick-out, vacations, personal leave, funeral or family leave, holidays, and overflow.

2. The Company will establish, maintain, and post, at all times, a double shift list (part-time employees) and extra overtime list (full-time employees).

**14.03 Funeral Leave.** Should travel be required as defined in Article 29 of the National Master United Parcel Service Agreement,

the employee may supplement a fifth (5th) day from their personal leave or Option Holiday Bank.

**14.04 Sick Leave Assistance.** Employees who have a minimum of forty (40) hours in their sick leave bank may, upon written request, have a determined amount of hours cashed out to assist an employee with a serious health condition.

a. There shall be no assistance until the prospective recipient has exhausted their sick leave bank.

b. Employees assisting immediate family members, as outlined in the National Master, Article 29, Section 2, are eligible for assistance.

**GENERAL TEAMSTERS  
LOCAL 959**

**Ken Coleman  
Rick Traini**

**UNITED PARCEL  
SERVICE, INC.**

**Murray Bourque**

**Alaska Local No. 959  
Part-Time Employees  
and  
United Parcel Service  
Rider  
to the  
NATIONAL MASTER  
UNITED PARCEL SERVICE  
AGREEMENT**

**For The Period December 19, 2007  
through July 31, 2013**



**A G R E E M E N T  
UNITED PARCEL SERVICE, INC.**

**and**

**INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS LOCAL NO. 959**

**ALASKA RIDER**

**to the**

**NATIONAL MASTER  
UNITED PARCEL SERVICE AGREEMENT**

**and**

**THE WESTERN CONFERENCE OF  
TEAMSTERS SUPPLEMENTAL AGREEMENT**

**Covering Part-Time Employees**

**December 19, 2007 - July 31, 2013**



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## **ARTICLE 1 PREAMBLE AND PURPOSES OF THIS AGREEMENT**

**1.01** The purposes of this agreement are to promote the settlement of labor disagreement by conference, to prevent strikes and lock-outs, to stabilize conditions in work in the area affected by this Agreement, to prevent avoidable delays and expense, and generally encourage a spirit of helpful cooperation between the Employer and Employee groups to their mutual advantage.

**1.02** THIS AGREEMENT made and entered into this 19th day of December 2007, by and between United Parcel Service, Inc., hereinafter called the Employer, the party of the first part, and Local 959 of the International Brotherhood of Teamsters, hereinafter called the Union, the party of the second part, witness to:

## **ARTICLE 2 HIRING HALL**

**2.01** The Union shall maintain a hiring hall to solicit qualified applicants, both Union and non-Union, in order to fill necessary requisitions for employees. The Employer agrees to use the services of such hiring hall and will call upon the Union to furnish qualified employees required in the classifications herein mentioned, subject to the following terms and conditions.

**2.02** Selection of applicants for referral to jobs shall be on a non-discriminatory basis and shall not be based on or in any way affected by Union membership, bylaws, rules, regulations, constitutional provisions, or any other aspect or obligation of Union membership, policies, or requirements.

a. The Employer and the Union agree not to discriminate against any individual with respect to job referral, compensation, terms, or conditions of his employment because of such individual's race, color, religion, age, sex, national origin, physical handicap, marital status, change in marital status, pregnancy, or parenthood, nor will they segregate or classify employees in any way to deprive any indi-

vidual employee of employment opportunities because of race, color, religion, sex, age, or national origin.

**2.03** The Employer retains the right to reject any job applicant referred by the Union.

**2.04** The Union agrees that it will not discriminate against non-Union personnel in referring personnel to the Employer, and the Employer agrees that it will not discriminate against Union personnel in selecting job applicants referred to it by the Union.

**2.05** In the event the Union is unable to supply the Employer with qualified personnel within two (2) working days, when called upon by the Employer, the Employer may procure personnel from other sources, provided, however, that in such instances the Employer shall furnish the Union with the names of such personnel, their classification, and date of hiring.

**2.06** The Union shall refer applicants in accordance with applicable law.

**2.07 Newly Hired Employees.** New hires will obtain a dispatch from the Local Union prior to completing the thirty (30) day probationary period. December new hires will obtain a dispatch prior to orientation from the Union hall. Employees not dispatched may be issued a dispatch by the shop steward.

## **ARTICLE 3**

### **NO-STRIKE AND GRIEVANCES PROCEDURE**

**3.01** The Union and the Employer agree that there shall be no strike, no picketing, no lock-out, no tie-up, or legal proceedings without first using all possible means of a settlement, as provided for in this Agreement or any Supplement or Rider hereto, or any controversy which might arise under this Agreement. The parties further agree that the words "legal proceedings" as used in this paragraph shall not be construed to prohibit the Union or Employer from going to a court of proper jurisdiction for an injunction against the other for breach of the no-strike, no-lockout, no tie-up, no picketing promises made herein.

**3.02** A grievance is hereby jointly defined to be any controversy, complaint, misunderstanding, or dispute arising as to interpretation, application or observance of any of the provisions of this Agreement (the Alaska Rider). Any matter arising under the National Master, or Western Conference Supplemental Agreement, shall be governed by the grievance and arbitration procedures of those Agreements

**3.03** Grievance procedures may be invoked only by authorized Union or Employer representatives.

**3.04** In the event of any grievance, complaint, or dispute on the part of any employee, it shall be handled in the following manner, and a decision reached at any stage shall be final and binding on both parties.

**3.05** The employee shall first attempt to resolve the grievance with their immediate supervisor. A shop steward shall be present for this discussion if requested by the employee. If the grievance is not resolved within one (1) workday:

a. The employee shall report it to their shop steward. The steward shall attempt to adjust the matter with the supervisor within two (2) working days.

b. Failing to agree, the shop steward shall promptly report the matter to the Union which shall submit it in writing and attempt to adjust the same with the Employer within five (5) working days.

c. If the parties fail to reach a decision or agree upon a settlement in the matter, it shall be submitted to the Alaska Area Parcel Grievance Committee. Discharge cases shall be heard by the Committee within thirty (30) days' of a grievance being filed concerning a termination pursuant to this Section. Any case not solved by this Committee may be submitted to arbitration by either party.

Any matters involving interpretation of language contained in either the Western Conference Supplement or the National Master Agreement shall be referred to the respective committee for interpretation.

The rules of procedure for the Alaska Area Parcel Grievance Committee shall outline, among other things, the makeup of the Committee, the method of selecting the arbitrator, and the limitations placed upon the arbitrator.

d. Any grievance not satisfactorily disposed of in accordance with the steps of the grievance procedure outlined above may be submitted to arbitration by either party.

**3.06** The Alaska Manager of the Alaska Company, and the Business Representatives of Teamsters Local 959, will, during a thirty (30) day period following the effective date of the Agreement, each designate four (4) arbitrators. Upon the filing of an arbitration demand the parties shall alternately strike names until one name is left who shall be the arbitrator. The side to first strike a name shall alternate with each arbitration and the Union shall have the first strike for the first arbitration under this Agreement. The parties agree that the procedure for selection of an arbitrator shall not affect in any way the other terms and conditions of this Agreement which shall continue in full force and effect for the term herein provided. It is the intent of the parties to have the arbitration hearing as soon as is practicable and no later than forty-five (45) days from the conclusion of the Grievance Committee panel. A decision shall be rendered by the arbitrator within thirty (30) days of the conclusion of the arbitration or within thirty (30) days of post hearing briefs.

**3.07** The parties agree that the decision or award of the arbitrator shall be final and binding on each of the parties and that they will abide thereby, subject to such law, rules, and regulations as may be applicable. The authority of the arbitrator shall be limited to determining questions directly involving the interpretation or application of specific provisions of this Agreement, and no other matter shall be subject to arbitration hereunder. The arbitrator shall have no authority to add to, subtract from, or to change any of the terms of this Agreement, to change an existing wage rate, or to establish a new wage rate. In no event shall the same question or issue be the subject of arbitration more than once. Each party shall bear the expense of preparing its own case. The cost of the arbitrator's services and any other expenses incidental to the arbitration, mutually agreed to in advance, shall be borne equally by the parties.

**3.08** Time limits set forth herein for the processing of grievance may be extended by mutual agreement.

## **ARTICLE 4 PART-TIME EMPLOYEES, WAGES, AND WORKING RULES**

The following rules apply to part-time employees:

**4.01** Part-time employee rates shall be those set forth in the National Master Agreement.

**Explanation of Top Wage Rates:** Wages shall be adjusted on both August 1 and February 1 of each year of this Agreement, pursuant to Article 22 and Article 34 of the National Master United Parcel Service Agreement and in conjunction with Article 30 of the Western Region of Teamsters UPS Supplemental Agreement.

## **ARTICLE 5 PART-TIME EMPLOYEES' WORK RULES**

**5.01** If a part-time employee works more than five (5) days in any one (1) work week, the time worked or paid over five (5) days shall be paid at the rate of time and one-half (1-1/2). Sunday work shall be paid at the double-time (2) rate of pay, except as provided for in the Western Conference of Teamsters Supplemental Agreement.

**5.02** In the event a Hub shift is canceled and is rescheduled for Saturday, the workers on the effected shift will work on Saturday at the straight time rate. If worked in excess of five (5) hours employees shall be compensated at the rate of time and one-half (1-1/2).

**5.03** Part-time employees reporting to work shall be guaranteed a minimum of three and one-half (3-1/2) hours pay or work. Should any such employee work more than five (5) hours in any one shift, he shall receive time and one-half for all hours worked beyond the fifth (5th) hour.

a. Air hub and/or gateway part-time employees shall be guaranteed three (3) hours work or pay in accordance with Article 40 of the National Master United Parcel Service Agreement.



**5.04** Part-time employees working more than five (5) hours in a day shall be entitled to a one-half (1/2) hour unpaid lunch period without disrupting the Employer's operation. Part-time employees working more than six (6) hours shall be entitled to a ten (10) minute paid rest period.

**5.05** Part-time employees shall receive the pay rate of the job being performed; provided, however, that if such employee works at a higher rated job for more than one (1) hour in any one (1) tour of duty, he shall receive the higher rate for all work performed during that tour of duty.

**5.06** Implementation of additional part-time employee shifts is a matter of and subject to negotiations.

**5.07** Part-time employees with seniority shall receive holiday pay, vacation pay, funeral leave pay, and sick leave at the rate provided for below:

- a. Holiday Pay -- Four (4) hours for each holiday.
- b. Death In Family -- Three (3) workdays off, but only twelve (12) hours pay.
- c. Sick Leave -- Fifty percent (50%) of that of a full-time employee.
- d. Vacation Pay -- Shall be based on twenty (20) hours pay for weeks earned.

**5.08** A part-time employee, with seniority, taking full-time employment will immediately be placed on the bottom of the full-time seniority list.

**5.09** Part-time employees moving to full-time employment shall receive one-half (1/2) of their part-time seniority for their vacation benefits only.

**5.10** Part-time Operating Center Seniority shall control except as otherwise provided in the Article. Employees shall work off separate seniority lists for each Operating Center under this Agreement.

**5.11** Part-time employees will be covered by the Employer's Health and Welfare plans.

**5.12 Orientation Pay.** All newly hired part-time employees shall be compensated at the applicable hourly rate while attending "new employee orientation". Such time shall count toward seniority.

**5.13** Seasonal helpers will be guaranteed three (3) hours work and will be paid at the Aall other start rate@ as described in Article 22 of the National Master United Parcel Service Agreement.

**5.14** Extra work available on separate shifts will be offered, in seniority order, in a manner to allow all employees the opportunity to double shift before a triple shift is available.

**5.15** Flight Guardian package processing shall be bargaining unit work.

## **ARTICLE 6 UTILITY DRIVERS**

**6.01** It is agreed that package operations may hire Utility Drivers. Part-time employees (in order of seniority) who desire to be hired as Utility Drivers shall so inform their Center Manager in writing. Those part-time employees who successfully meet the qualification standards for UPS drivers will be considered for the Utility driving job (e.g., personal safe driving record and must pass DOT physical).

**6.02** These Utility Drivers may be used to cover absentees, overflow work, vacations, etc. There shall be no restriction on the starting time of Utility Drivers.

a. When a Utility Driver is scheduled in advance to deliver, they will not work their scheduled part-time shift on each of those days unless mutually agreed.

b. The Utility Driver rate of pay will be fifteen dollars and fifty-one cents (\$15.51) or for the regular rate of the employee, whichever is greater.

**6.03** If an individual works as a Utility Driver for more than one (1) hour and then performs his regularly assigned work on a continuous basis, all hours worked for the day will be paid at the Utility Driver rate. If an individual works as a Utility Driver and is released from duty prior to or after his regularly scheduled hours of work, he shall be paid the Utility Driver rate for hours worked as a Utility Driver and his regular rate for hours worked on his normal assignment. Qualified part-time employees may be released from regularly assigned work when Utility driving work is available.

**6.04** After November 1 of each year, and before hiring additional seasonal Drivers, the Company shall offer the next three (3) peak season Driver openings to the Utility Drivers' seniority list.

## **ARTICLE 7 HOLIDAYS**

**7.01** The following are paid holidays each year:

January 1st	Christmas Day
Memorial Day	December 31st
July 4th	Employee's Anniversary Date of Employment
Labor Day	3 Floating Holidays
Thanksgiving Day	
Day After Thanksgiving	

**7.02** All seniority employees shall be paid for all holidays regardless of when they occur, except holidays falling after sixty (60) continuous days off for sickness or accident. To be eligible for holiday pay, the employee shall be required to work the day preceding the holiday and the day following the holiday. However, if work is not available or the employee is excused from work by the Employer on the day preceding or following the holiday, the employee shall receive the holiday pay. Excused shall mean work not available, approved time off, paid sick leave (verifiable by a health care provider), vacation, or funeral leave. Newly hired employees are not eligible for holiday pay for holidays not worked during their first six (6) months' of employment.

**7.03** a. When a holiday falls on Sunday, the next following normal day of work shall be the holiday.

b. Work performed on holidays shall be compensated at time and one-half (1-1/2), plus holiday pay. Employees with regular shifts overlapping a holiday shall have holidays advanced or delayed and, in either case, same shall be celebrated and paid as a holiday. No employee shall be called to work on a holiday for less than a full day's work, unless mutually agreed to.

c. If a holiday occurs during an employee's vacation the employee shall receive holiday pay in addition to vacation pay. If a holiday occurs during an employee's sick leave, the employee shall receive holiday pay in lieu of sick leave pay.

**7.04** The employee's anniversary date of employment, and floating holidays shall be observed by mutual agreement. These holidays shall not be taken during the month of December. These holidays may be bid between February 1 and February 15 in seniority order. Employees who do not bid in this time period may select available days off by mutual agreement.

**7.05** Holidays are to be taken anniversary date to anniversary date, inclusive. Those not taken will be cashed out the week following their anniversary date.

## **ARTICLE 8 VACATIONS**

**8.01** All regular employees who have been in the service of the Employer continuously for one (1) year shall be granted two (2) weeks' of vacation pay plus one (1) additional day's pay. Two (2) years or over, three (3) weeks' of vacation with pay plus two (2) one (1) additional day's pay. Four (4) years or over, three (3) weeks' of vacation with pay plus three (3) additional day's pay. Ten (10) years or over, four (4) weeks' of vacation with pay plus three (3) additional day's pay. In addition to the foregoing, employees may select to either take an additional one (1) week's paid vacation or an additional one (1) week's pay. The decision on this option week must be made when vacation is selected pursuant to Sections 8.03 and 8.07.

a. Employees, who do not exercise their right to select, in January, an extra week's vacation as outlined in Section 8.08, will have their extra day(s) as described in this paragraph cashed out upon receipt of their first vacation check issued each selection year. Those extra days are recognized for use in Section 8.08 or pay only.

**8.02** Vacations shall be granted between January 1 and November 30, and at other times mutually agreed upon.

**8.03** Vacations shall be granted between January 1 and November 30, or at other times mutually agreed upon. Vacations shall be otherwise agreed to by mutual agreement by the Employer and the employee.

**8.04** Vacations shall be taken according to seniority and seniority list shall be posted.

**8.05** Any employee who shall have been absent from work for provable illness for a total not to exceed sixty (60) calendar days shall be considered for determining vacation privileges, as having been continuously employed. After sixty (60) days, vacations may be prorated at the rate of one-twelfth (1/12th) of the determined vacation pay for each month of service. Any employee who shall have been absent from work because of an industrial injury for a period not to exceed one hundred eighty (180) calendar days, shall be considered for determining vacation privileges, as having been continuously employed. After one hundred eighty (180) days, vacations may be prorated at the rate of one-twelfth (1/12th) of the determined vacation pay for each month of service.

**8.06** The Company will allow ten percent (10%) of the people in each classification to take vacation between January 1 and November 30. Except during May, June, July, August, and September, the percentage allowed off will be fifteen percent (15%).

**8.07** The vacation schedule will be posted in November and December for the following year. Each employee in order of seniority will have two (2) days to select or be passed. The schedule must be completed by January 1 and awarded by January 15.

**8.08** Employees may at their option take three (3) floating holidays and an extra day's pay pursuant to Section 1 of Article 7 and select an extra week's vacation beginning January 1, 1988. Should an employee have less than a full week he may include the birthday and anniversary holiday to complete the week. This week is to be selected after the vacation selection period during January by seniority order.

**8.09** Employees will be allowed to take vacation the last week in December. The last week of December begins with the first (1st) Monday following December 25th.

**8.10** Vacation pay shall be pro-rated pursuant to Section 4.08 of this Agreement.

**8.11** Effective August 1, 1997, all part-time employees successfully transferring to full-time status will be remunerated for all accrued vacation.

## **ARTICLE 9 PROTECTION OF RIGHTS**

**9.01** It shall not be a violation of this Agreement, nor shall it be cause for discharge or permanent replacement as an employee or disciplinary action of any kind if employee refuses to breach a primary picket line or to cross or work behind a legal primary picket line, approved by the Union party to this Agreement, including picket lines at the Employer's place of business.

## **ARTICLE 10 ALASKA TEAMSTER-EMPLOYER PENSION TRUST**

**10.01** Effective each August 1 of this Agreement, the Employer shall contribute in accordance with Article 30 of the Western Region of Teamsters United Parcel Service Supplemental Agreement, (up to a maximum of two thousand eighty [2080] hours per calendar year), for each hour of compensation earned by each part-time

employee during a given month to the Alaska Teamster-Employer Pension Trust Fund, for the purpose of providing a pension plan for the employees.

<b>Effective:</b>	<b><u>08/01/07</u></b>	<b><u>08/01/08</u></b>
	3.25	3.65

The details of the plan will be determined by the Board of Trustees of the Alaska Teamster-Employer Pension Trust Fund, in accordance with the Trust Agreement of June 21, 1966, which created the Trust Fund. The Employer and the Union agree to be bound by said Trust Agreement and all lawful amendments thereto, and do further agree to accept as their representatives the employer-trustees and union-trustees who constitute the Board of Trustees of said Trust Fund and their lawful successors.

**10.02 Break-in Pension Rate for Part-time Probationary Employees.** Effective August 1, 2002, all probationary employees hired as part-time employees shall, for the first ninety (90) calendar days of employment, receive a thirty cents (\$.30) per compensable hour contribution rate into the Alaska Teamster-Employer Pension Trust.

**10.03** The contributions shall be paid to the Trust Fund for all compensable hours by the tenth (10th) day of the month following the month in which the employee(s) worked. The Trust Fund will furnish the transmittal forms.

**10.04** In addition and notwithstanding any contrary provision which may appear in this Agreement, the Union shall have the right to take economic action against any Employer who fails to make the required contributions.

**10.05** The contributions owing to the Alaska Teamster-Employer Pension Trust Fund are in addition to the contributions owing to the Western Conference of Teamsters Pension Trust Fund. It is the intention of the parties that the employees be covered by both pension plans.

## **ARTICLE 11**

### **WESTERN CONFERENCE OF TEAMSTERS PENSION TRUST**

**11.01** Effective August 1, 2002, the Employer shall contribute two dollars forty cents (\$2.40) for each hour of compensation earned by each employee during a given month (up to a maximum of two thousand eighty [2080] hours per calendar year), to the Western Conference of Teamsters Pension Trust Fund, for the purpose of providing a pension plan for the employees. The details of the plan will be determined by the Board of Trustees of the Western Conference of Teamsters Pension Trust Fund in accordance with the Trust Agreement of April 26, 1955, which created the Trust Fund. The Employer and the Union agree to be bound by said Trust Agreement and all lawful amendments thereto, and do further agree to accept as their representatives the employer-trustees and the union-trustees who constitute the Board of Trustees of said Trust Fund and their lawful successors.

**11.02** The contributions shall be paid to the Trust Fund by the tenth (10th) day of the month following the month in which the contributions were earned. The Trust Fund will furnish the transmittal forms.

**11.03** The failure of an Employer to make the contributions required by this Section may result in a collection action by the Board of Trustees; and, in such action, the Employer shall be obligated to pay liquidated damages, costs, and attorney's fees, as provided in the Trust Agreement.

**11.04** In addition and notwithstanding any contrary provisions which may appear in this Agreement, the Union shall have the right to take economic action against any Employer who fails to make the required contributions.

## **ARTICLE 12**

### **PACIFIC COAST BENEFITS TRUST**

**12.01** Effective August 1, 1997, UPS shall make contributions at the rate of forty cents (\$.40) per compensable hour into the Pacific



Coast Benefits Trust Fund on behalf of each employee beginning on the earlier of the employee's achievement of seniority or the employee's completion of six hundred (600) hours of employment (or re-employment) within twelve (12) consecutive calendar months, such contributions to be made retroactively for all compensable hours in the twelve (12) consecutive months immediately preceding achievement of seniority or the completion of six hundred (600) hours of employment (or re-employment) as the case may be. Provided, however, that UPS shall not contribute for more than one hundred seventy-three (173) hours in any calendar month for each covered employee. The total amount due for each calendar month shall be remitted in a lump sum not later than the tenth (10th) day of the following month.

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

## **ARTICLE 13 SICK LEAVE**

**13.01** Employees with seniority shall accumulate thirty-two (32) hours of sick leave benefits a year, two and two-thirds (2-2/3) hours per month. Benefits shall be payable for absences caused by illness or accident commencing on the first (1st) day of illness or accident. Employees off sick must report such absence at least one (1) hour prior to start time daily.

**13.02** Unused sick leave shall accumulate up to two hundred ten (210) hours in a sick leave bank. The sick leave bank shall be available for future use as prescribed in this Article. Sick leave shall be deducted from the bank on an hourly basis. Benefits for full days off must be for four (4) hours and must be scheduled workdays.

**13.03** Those employees that would have accrued additional days of sick leave except for the two hundred ten (210) hour maximum provided in Section 13.02 shall be entitled to compensation for one-half (1/2) of such over maximum accrual payable to such employees with the first (1st) pay period check for December each year.

**13.04** Employees shall be entitled to sixteen (16) hours pay for personal leave each year. Personal leave must be requested five (5) workdays in advance. Scheduling of time off for personal leave shall be by mutual agreement. Personal leave must be taken in eight (8) hour increments and shall be deducted from sick leave.

**13.05** Employees collecting Workers' Compensation temporary disability benefits may not receive sick leave as herein provided; however, if Workers' Compensation benefits on a daily basis are less than the amount of sick leave otherwise available, employees shall in addition to Workers' Compensation benefits, receive sick leave benefits sufficient to equal the amount of sick leave that would otherwise have been received by deducting from bank the hours required to make up the difference. Sick leave benefits are to be coordinated with health and welfare time loss benefits so as to equal twenty (20) hours pay a week. Employees off on disability or compensation must contact the Center Management team every five (5) days to report status on availability.

**13.06** Employees separated from employment shall receive half their bank hours as pay; if deceased, full value shall go to estate.

**13.07** The Employer will advise employees the number of sick leave hours in his/her bank, upon request.

**13.08** Sick leave pay shall be pro-rated pursuant to Section 4.08 of this Agreement.

**13.09** Effective August 1, 1993, all part-time employees successfully transferring to full-time status will be remunerated for all sick bank hours.

## **ARTICLE 14**

### **MISCELLANEOUS**

**14.01 Inspection.** The Union has a right to inspect and copy payroll records pertaining to employees performing bargained for unit work in relation to wages, overtime, holidays, vacations and all other fringe items. Employees shall have access to their personnel files and evaluation forms before or after working hours. Exception would be when a Business Representative is involved in adjusting a grievance.

**14.02 Unit Work.** The Employer agrees that the function of supervisors is the supervision of employees and not the performance of the work of the employees they supervise. The Union agrees that the Employer must train employees and must prevent service failures.

a. Accordingly, the parties agree that supervisors will not perform the work of the employees they supervise except during training, demonstration, and safety education; and supervisors will not perform Union member's work until all reasonable efforts have been exhausted to have the work covered by Union employees of United Parcel Service.

b. Reasonable effort shall be construed to mean that the employee will:

1. Use all means possible to contact a bargaining unit employee to perform work due to sick-out, vacations, personal leave, funeral or family leave, holidays, and overflow.

2. The Company will establish, maintain, and post, at all times, a double shift list (part-time employees) and extra overtime list (full-time employees). In addition, the Company will maintain a volunteer list of Package Car Drivers willing to augment the pre-load.

**14.03 Funeral Leave.** Should travel be required as defined in Article 29 of the National Master United Parcel Service Agreement, the employee may supplement a fifth (5th) day from their personal leave or Option Holiday Bank.

**14.04 Sick Leave Assistance.** Employees who have a minimum of forty (40) hours in their sick leave bank may, upon written request, have a determined amount of hours cashed out to assist an employee with a serious health condition.

a. There shall be no assistance until the prospective recipient has exhausted their sick leave bank.

b. Employees assisting immediate family members, as outlined in the National Master, Article 29, Section 2, are eligible for assistance.

**GENERAL TEAMSTERS  
LOCAL 959**

**UNITED PARCEL  
SERVICE, INC.**

**Ken Coleman  
Rick Traini**

**Murray Bourque**

# **LETTER OF UNDERSTANDING**

**By and Between**

**UNITED PARCEL SERVICE, INC.**

**and**

**GENERAL TEAMSTERS LOCAL UNION NO. 959**

**Covering  
Hub and Gateway Operation  
Anchorage International Airport**

It is understood and agreed that the work of loading and unloading United Parcel Service, Inc. aircraft at Anchorage International Airport is the work of the bargaining unit subject to the following provisions:

1. Movement of the "K" loader or elevator to or from aircraft shall be performed by bargaining personnel. Operation of such equipment is the work of the bargaining unit.
2. The fueling of aircraft and contract snow removal, lavatory servicing, and catering, is not the work of the bargaining unit.
3. All other work currently associated with the Air Hub operation, including movement of equipment for job set up purposes, is the work of the bargaining unit.
4. Employees involved in Air Hub and Gateway Operation shall be covered under the same conditions as all other employees both full-time and part-time with the following exceptions:
  - a. Start times may be adjusted with one (1) hour notification prior to affected employees reporting for work to coincide with the arrival and departure of planes. In the event a second change of starting time is necessary due to inclement weather conditions, the starting time may again be adjusted provided one (1) hour notice is given to affected employees.

b. When employees working a combination of jobs, which include Air Hub and Gateway Operation, and are on duty when notified that aircraft are expected to arrive late, they shall not be relieved from duty unless the expected arrival exceeds one (1) hour past the completion of the primary function of their combined work.

c. Employees involved in Air Hub and Gateway Operations pursuant to this Letter of Understanding shall be paid time and one-half (1-1/2 times) for all hours worked in excess of eight (8) hours in a twenty-four (24) hour period.

The parties agree to meet and confer upon request to consider modification of this Agreement.

**GENERAL TEAMSTERS  
LOCAL 959**

**UNITED PARCEL  
SERVICE, INC.**

**Ken Coleman  
Rick Traini**

**Murray Bourque**

# **LETTER OF UNDERSTANDING**

**By and Between**

**UNITED PARCEL SERVICE, INC.**

**and**

**TEAMSTERS UNION LOCAL NO. 959**

Re: National Master Agreement, Article 22.3, Full-time Employees

Bid jobs may be established that consist of four (4), ten (10) hour days. Fifty percent (50%) of bid workweeks will consist of consecutive workdays.

Hours worked in addition to the ten (10) hour scheduled workday will be paid at the applicable overtime rate of pay.

Sick leave/vacation days shall be paid in ten (10) hour increments to provide for the employee's daily guarantee. Sick leave will commence on the first (1st) day of illness.

Contractual holidays, as listed in Article 7.01, will be paid at the employee's daily guarantee, unless the holiday falls outside the employee's scheduled work; in which case, the employee will be compensated for eight (8) hours.

This letter of understanding does not require or guarantee the creation or maintenance of jobs as described above.

This agreement is non-precedent setting. All other contractual provisions shall be in full force and effect.

**GENERAL TEAMSTERS  
LOCAL 959**

**UNITED PARCEL  
SERVICE, INC.**

**Ken Coleman  
Rick Traini**

**Murray Bourque**

# **LETTER OF ADDENDUM**

to the

**ALASKA RIDER**

**By and Between**

**UNITED PARCEL SERVICE, INC.**

**and**

**GENERAL TEAMSTERS LOCAL 959**

**Covering Full-time Employees  
(Other than specifically mentioned by  
classification in the Alaska Rider, Article 4.)**

**Wages and Benefits.** The pay rates for all full-time employees (other than specifically mentioned by classification in the Alaska Rider, Article 4) shall be as set forth in the National Master United Parcel Service Agreement.

- a. Holidays, vacations, and sick leave benefits shall be those contained in the Alaska Rider covering full-time employees in Articles 7, 8, and 14, respectively.
- b. Pension benefits shall be as those contained in the Alaska Rider covering full-time employees in Articles 11 and 12, respectively.
- c. Full-time employees shall be enrolled in the Company Health Plan.

## **Article 5, Work Rules.**

- a. **Full-time Training Qualifications.**
  1. Must pass written skills at ninety-five percent (95%).
  2. Must pass proficiency skills at ninety-five percent (95%).



3. Candidates will have one retake opportunity for each skill or proficiency less than ninety-five percent (95%).
4. Must have overall skills and proficiency rating of at least ninety-five percent (95%).
5. Will have evaluations at seven (7), fourteen (14), twenty-one (21), twenty-five (25), and twenty-nine (29) working days.
6. Training criteria may be adjusted as training areas evolve; however, the Union and Company must mutually agree to any changes.

**b. Full-time Training Disqualifications.**

1. First disqualification - six (6) month wait before re-eligibility.
2. Second disqualification and each disqualification thereafter - one (1) year wait before re-eligibility.
3. An employee, who disqualifies him/herself other than for good cause shown, shall not be allowed to place his/her name back on the same full-time list sooner than twenty-four (24) months following the date he/she last disqualified him/herself.

**c. Job Openings.**

1. The Company will post shift vacancies, including new jobs, for bidders for five (5) working days. The Company may elect not to refill a vacated shift. Bid sheets shall be posted in proximity to time clocks.
2. Bid award will be by overall seniority of those who sign bid list.
  - a. A complete rebid will occur, at a minimum, within sixty (60) days following the effective date of this Agreement.

- b. There will be two (2) rounds of bidding for all positions, after which, the Company will fill vacant shifts.
- 3. Shift vacancies, may be filled by part-time employee until bid sequence is finished or, in the event of no bidders, until next full-time class is completed.
- d. **Seniority.** The Company recognizes that the principals of seniority will be given prime consideration in the everyday operation of the business.
- e. **Holidays, Cancellations, and Reschedules.**
  - 1. Full-time employee reduction of guaranteed hours will be as work load dictates.
  - 2. Shift seniority shall prevail for work opportunities or the passing of such work as it applies to work loads, holidays, cancellations, and reschedules.
- f. **Double Shift - Overtime.** Double shifting will be offered to part-time employees, then offered to full-time employees as overtime after non-availability of part-time employees, and is for time worked.
- g. **Part-time to Full-time at Seniority will Receive a Vacation Conversion Date.**
  - 1. One-half (1/2) of part-time service.
  - 2. Vacation hours will be paid at seniority.
- h. **Vacation Schedule.**
  - 1. Full-time will select by seniority order.
  - 2. New part-time employees will select in order of seniority after full-time. Those part-time employees with five (5) years of service or more will have the ability to select in overall seniority order.

3. Management will give consideration to those employees with pre-arranged vacations during their first (1st) year of full-time employment upon attaining full-time seniority.
- i. **Paid Break and Unpaid Lunch Accounted for by Time Clock.**
    1. Lunches.
      - (a) Lunches are flexible to reduce to thirty (30) minutes or expand to one (1) hour as volume and arrivals/departures require. Meal periods shall not be scheduled prior to the completion of the third (3rd) hour. Employees who work through breaks and/or lunch, at management's direction, will notify management by the fifth (5th) hour that they have not had breaks and/or lunch. Should management not have responded by the end of their shift, the employee will notify management of no break and/or lunch and will be allowed to clock out, unless directed to stay for further work.
      - (b) There will be two (2) fifteen (15) minute breaks.
    - j. **Full-time to Driver.** A full-time (air department, pre-loader, etc.), who bids a driving position and subsequently self-disqualifies or is disqualified by the Company, will return to the prior full-time position with no loss of seniority.

It is understood and agreed that, with the exception of the language contained in this Letter of Addendum, all provisions of the Alaska Rider covering full-time employees shall be in full force and effect.

**GENERAL TEAMSTERS  
LOCAL 959**

**UNITED PARCEL  
SERVICE, INC.**

**Ken Coleman  
Rick Traini**

**Murray Bourque**

# **LETTER OF UNDERSTANDING**

**By and Between**

**UNITED PARCEL SERVICE, INC.**

**and**

**GENERAL TEAMSTERS LOCAL UNION NO. 959**

**Covering  
Amendment to Article V, Alaska Rider  
Full-time Employees' Working Rules**

1. It is agreed United Parcel Service, Inc. will have relief in the following expansion areas:

Nome, Valdez, Delta, Healy, Denali Park, Chena Hot Springs (Mile 6 to 53), Prudhoe Bay, and Dutch Harbor.

This Agreement pertains to these expansion areas and not existing delivery areas.

2. It is understood there will be work performed by other than UPS employees, however, when the work is performed by a UPS employee, they will become a member of Local 959. When these expansion areas attain six (6) hours of work, a UPS employee shall be employed in that vicinity as a member of Teamsters Local 959.

3. Start times would be flexible based on volume arrivals.

4. All full-time employees would be entitled to a one-half (1/2) hour minimum or one (1) hour maximum lunch, at employee's discretion, and a fifteen (15) minute paid rest period. If they work over six (6) hours, they would receive a second fifteen (15) minute paid rest period.

5. Holidays shall be paid at the employee's previous weeks' daily average.

6. The initial two (2) driver employees per Center, shall have contributed on their behalf into the Alaska Teamster-Employer Welfare Trust, a minimum of eighty (80) hours per month in order that the employees maintain eligibility.

**GENERAL TEAMSTERS  
LOCAL 959**

**UNITED PARCEL  
SERVICE, INC.**

**Ken Coleman  
Rick Traini**

**Murray Bourque**

# **LETTER OF UNDERSTANDING**

**By and Between**

**UNITED PARCEL SERVICE, INC.**

**and**

**GENERAL TEAMSTERS LOCAL UNION NO. 959**

Re: Change of Operations

All issues arising from employees directed to work out of any location other than their original domicile will be referred to Article 38 of the National Master United Parcel Service Agreement.

In the interim period, the affected employee shall be paid travel time to and from their original domicile at the appropriate rate.

**GENERAL TEAMSTERS  
LOCAL 959**

**UNITED PARCEL  
SERVICE, INC.**

**Ken Coleman  
Rick Traini**

**Murray Bourque**

# **LETTER OF UNDERSTANDING**

**By and Between**

**UNITED PARCEL SERVICE, INC.**

**and**

**GENERAL TEAMSTERS LOCAL UNION NO. 959**

## **Covering Protective Clothing**

It is understood and agreed that the Company will provide the following protective clothing

1. Protective outer winter clothing (e.g., parkas) for Ramp workers.
  - a. The Union and the Company will meet to confer and agree on the appropriated configurations no later than September 1, 2002.
2. NIOSH-approved gloves for fueling equipment.
3. NIOSH-approved clothing and protective gear for de-icing aircraft.

**GENERAL TEAMSTERS  
LOCAL 959**

**UNITED PARCEL  
SERVICE, INC.**

**Ken Coleman  
Rick Traini**

**Murray Bourque**

# **LETTER OF UNDERSTANDING**

**By and Between**

**UNITED PARCEL SERVICE, INC.**

**and**

**GENERAL TEAMSTERS UNION LOCAL NO. 959**

Re: Utility Drivers' Seniority List

It is understood and agreed there will be a Utility Driver seniority list by which the following procedures will be followed:

- a. Employees will bid for open Utility driving positions by Company seniority.
- b. Bidding for Utility driving positions will be held in October of each year, or more often if needed.
- c. Bidding is done by employees submitting a letter pursuant to Article 5 of the Part-time Employees Agreement or Article 6 of the Package Car Feeder Driver and Full-time Employees Agreement.
- d. All unsuccessful bidders' letters will be kept on file for a period of one (1) year.
- e. Utility Drivers' seniority dates are established by the date they first drive in the Utility Driver position.
- f. If a Utility Driver turns down driving work three (3) times, or removes themselves for other than good cause, they are removed from the Utility Driver seniority list and cannot bid back on the list for a period of one (1) year.
- g. Utility Drivers will be assigned Utility driving work in accordance with Article 5 of the Part-time Employees Agreement.



**GENERAL TEAMSTERS  
LOCAL 959**

**Ken Coleman  
Rick Traini**

**UNITED PARCEL  
SERVICE, INC.**

**Murray Bourque**

# **LETTER OF UNDERSTANDING**

**By and Between**

**UNITED PARCEL SERVICE, INC.**

**and**

**GENERAL TEAMSTERS UNION LOCAL NO. 959**

**Covering**

**Amendment to Article 12**

**Western Conference of Teamsters Pension Trust**

**Alaska Rider / Full-Time Employees**

**and**

**Amendment to Article 11**

**Western Conference of Teamsters Pension Trust**

**Alaska Rider / Part-Time Employees**

For probationary employees hired on or after August 1, 2002, the Employer shall pay an hourly contribution rate of ten cents (\$0.10) (including \$0.1 for PEER 80 for full-time employees and PEER 84 for part-time employees), during the probationary period as defined in Article 4, Section 1, of the WRT/UPS Agreement, but in no case for a period longer than the first ninety (90) calendar days from an employee's first date of hire. If and when this period is completed, the full standard contribution rate shall apply.

**GENERAL TEAMSTERS  
LOCAL 959**

**UNITED PARCEL  
SERVICE, INC.**

**Ken Coleman  
Rick Traini**

**Murray Bourque**