

WEST-JC37PT

# TEAMSTERS JOINT COUNCIL NO. 37 PACKAGE RIDER to the NATIONAL MASTER UNITED PARCEL SERVICE, INC. AGREEMENT

This Joint Council No. 37 Rider includes the following Local Unions:  
58, 162, 206, 324, 670, 962, and Local 483 Boise, Idaho  
For the period of December 19, 2007 August 1, 2013 to July 31, 2013 July 31, 2018  
covering:

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**.

## ARTICLE 1 PACKAGE DRIVERS

### SECTION 9 – LAY-OFF

(B) After a seniority package driver has been laid off at least ten (10) days within the calendar year, and unable to drive in another center, he may elect to displace the least senior part-time employee(s) in the building in which he has seniority. If the employee elects to perform part-time work, he may choose to displace one (1) or two (2) part-time employees, if available. In any case, the employees must be qualified to perform the work, have more Company seniority than the displaced employee(s), and if it is a temporary layoff (less than 5 working days), be available for his next regularly scheduled shift. Any laid off driver choosing to perform part-time work shall receive the part-time daily guarantee and be paid the appropriate part-time wage rate in accordance with his company seniority.

## ARTICLE 5 FULL-TIME INSIDE EMPLOYEES

### SECTION 2 – JOB BIDDING

(A) Any newly created or open full time inside job shall be offered in seniority order first to all eligible full time inside employees. The bidding procedure for vacated full-time inside jobs shall be limited to ~~three (3)~~ **four (4)** moves as follows: when a full-time inside job is vacated, the first ~~two (2)~~ **three (3)** openings shall be offered to the senior full-time inside employee who signs the bid for that job and complies with section 2(D) below. The final opening shall be filled from the part-time to full-time inside job list. Any full-time

driver may sign this list at any time and will be placed on the list using his classification seniority date. The wage rate for any full-time driver moving to a full-time inside job shall be at the appropriate full-time inside rate of pay and their seniority date shall be in accordance with Article 6 Section 1(B) of the JC 37 Package Rider. For the purpose of this Article, full time inside jobs shall include all full time clerks, car washers, air drivers and combination job employees.

(D) Employees selecting an open or existing full-time, inside job, shall be obligated to remain on that selection for a period of six (6) months before selecting another existing open full-time, inside job. Newly created full-time, inside jobs shall be open to selection to any full-time, inside employee, ~~who has remained on his present selection for sixty (60) days.~~

(E) Jobs will be offered with description of the workday, workweek, daily start time, **domicile**, and a description of the type of work involved. A designation of "Package Handler" may be used for a portion of a combination job description with the understanding that when an employee selects such a job, his previous job skills shall be given consideration in filling that portion of the bid. **All full-time inside employees shall have the right to place their name on the list of employees waiting to be moved to a preferred job within their current bid description. Such preferred jobs shall include, but not be limited to: preload, sorter, clerical, irregular train, designated responder, carwasher, loader and unloader. Employees do not have the right to select any specific unit, load or workstation unless a prior past practice has been established. Open preferred jobs shall be offered from the established lists to full-time and part-time employees by Company seniority. There shall be no**

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**bumping and seniority shall prevail. The combination employee's preferred work selection shall not adversely affect the operation of the Employer.**

**(G) Full-time inside employee(s) in the classification for at least twenty four (24) months shall be afforded the opportunity to be returned to part-time status. Any such employee must request the status change in writing to both the Company and the Local Union. Requests will not be granted in the months of October, November and December. The request shall be granted as soon as operationally feasible or prior to the Company hiring off the street. Employees returning to part-time status under this provision shall be end-tailed onto the requested part-time list within their building at the appropriate part-time rate of pay (in accordance with Company seniority). They shall receive the appropriate part-time health and welfare and pension benefits. It is the full-time employee's responsibility to verify all contractual provisions and benefits that apply to part-time employees prior to accepting a part-time position. Employees returning to part-time status under this provision will not be permitted to place their name on the part-time to full-time inside sign-up list for thirty six (36) months from the date of return to part-time status. No part-time employee shall be displaced as a result of this provision.**

### SECTION 4 – REDUCTION OF WORK

(C) Any full-time, inside employee, whose workweek is reduced to less than forty (40) hours for a thirty (30) calendar day period, shall be subject to the provisions of ~~(a)~~ (A) above.

### ARTICLE 6 SENIORITY

### SECTION 4 – LAYOFF AND RECALL

(B) Any employee laid off for ~~five (5) consecutive work days~~ shall have the option of drawing time from accrued vacation and personal holidays.

### ARTICLE 7 WAGES

The following are the wage rates for employees who have completed progression in the job classifications listed below. Package drivers who operate pup trailers shall receive an additional \$.25 per hour over and above their contractual wage rate. Full-time employees who perform bid air work refer to Article 40 of the National Master Agreement. Employees currently in progression, entering into progression, Full-time Inside Employees, and Apprentice Mechanics refer to Article 41 of the National Master Agreement.

		Package	Feeder	Journeyman Mechanics
8/1/2007	8/1/2013	28.49	33.01	28.675 33.495
8/1/2008	8/1/2014	28.54	33.71	29.025 34.195
2/1/2009	8/1/2015	28.89	34.41	29.375 34.895
8/1/2009	8/1/2016	29.265	34.81	29.75 35.295
2/1/2010	2/1/2017	29.64	35.21	30.125 35.695
8/1/2010	8/1/2017	30.015	35.71	30.50 36.195
2/1/2011	2/1/2018	30.39	36.21	30.875 36.695
8/1/2011		30.815		31.30 31.505
2/1/2012		31.24		31.725 31.93
8/1/2012		31.715		32.20 32.405
2/1/2013		32.19		32.675 32.88

### SECTION 3 – AIRPORT BADGING

**The Employer will reimburse employees for the cost to park a personal vehicle when obtaining an airport security badge up to a maximum of \$14.00 per occurrence. Employees shall be required to give the Employer the parking receipt to obtain reimbursement.**

### ARTICLE 8 HEALTH AND WELFARE

#### SECTION 1 – EMPLOYER CONTRIBUTIONS

Effective August 1, ~~2008~~ 2013, (based on July ~~2008~~ 2013 hours) the Employer shall pay to the Oregon Teamster Employers Trust the sum of ~~\$1046.84~~ **\$1,364.29** per month as set by the Trustees for the Plans listed below for each employee under this agreement who will have been compensated by the Employer for not less than forty (40) hours (except as indicated in "New Hires" below) during the previous calendar month. It shall be the duty of the Trustees of the Oregon Teamsters Employers Trust to prescribe insurance coverage and benefits for such amount of premium to cover employees under this contract. Insurance coverage is provided under the following plans: FWL - D6 - V4 - R3 - STL.

### ARTICLE 10 SICK LEAVE

#### SECTION 1 – SICK LEAVE ACCRUAL AND UTILIZATION

(A) New employees shall not accumulate sick leave until they have seniority plus one (1) year of employment. Full time employees shall accumulate sick leave at the rate of four (4) hours per month **for each month that he averages three (3) days work per week, or forty eight (48) hours per year. All seniority employees shall continue to accrue sick leave while off on illness or injury up to ninety (90) calendar days.**

**(F) An employee who is unable to work due to an off-the-job injury or illness shall be removed from the seniority list after a period of three (3) years, unless extended by mutual agreement between the Union and the Employer.**

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This provision only applies to employees who go off work due to an off-the-job injury or illness after August 1, 2013, and not employees off-the-job prior to August 1, 2013.

ARTICLE 11  
PENSION

## SECTION 1 - EMPLOYER CONTRIBUTION

(A) Pension contributions payable into the Western Conference of Teamsters Pension Trust Fund on account of each full-time employee of the bargaining unit shall be paid for each hour for which compensation was paid (all compensable hours) up to a maximum of 2080 hours per calendar year.

August 1, 2008	\$7.23	Per Hour
August 1, 2009	\$7.88	Per Hour
August 1, 2010	\$8.53	Per Hour
August 1, 2011	\$9.18	Per Hour
August 1, 2012	\$9.83	Per Hour

Contributions to pension will be made in accordance with Article 34 of the National Master UPS Agreement.

ARTICLE 13  
HOLIDAYS

## SECTION 2 - ELIGIBILITY AND HOLIDAY PAY

(E) ~~Any seniority employee who is compensated for a day within the fifteen (15) calendar days, prior to a holiday, shall be paid for the holiday. Each seniority employee must work their last scheduled day before a holiday and their first scheduled day after a holiday to receive holiday pay. This shall not apply to employees on approved leave. Non-approved leave is limited to the following: sick leave without a doctor's note, unexcused call in, failure to report (no call no show), suspension or termination.~~

## SECTION 5 - SELECTION OF PERSONAL HOLIDAYS

(A) An employee choosing to take time off as a personal holiday shall give fourteen (14) days notice to the employer by posting his choice on a calendar provided by the employer in an area easily accessible to employees. The sole purpose of this calendar shall be for the selection and review of personal holidays. The selected day shall be at the choice of the employee, and ~~once inside the fourteen (14) day calendar period cannot be changed by the employee, the employer or a senior employee.~~ Seniority shall prevail in the selection of the day to be taken. Once inside the fourteen (14) day calendar period and prior to the seventh calendar day before the selected day, any openings that were not selected may still be selected and filled on a first come first served basis. In either case, once selected this day cannot be changed by the employee, the Employer or a senior employee.

(B) ~~In package and feeder operations dispatching 30 or more drivers, a minimum of two (2) employees will be allowed off~~

~~per day for their optional personal holiday. In package and feeder operations, the following minimum number of employees shall be allowed off in each operation per day for their personal optional holiday:~~

<u>1-29</u>	<u>Employees on roll</u>	<u>1</u>
<u>30-60</u>	<u>Employees on roll</u>	<u>2</u>
<u>61-90</u>	<u>Employees on roll</u>	<u>3</u>
<u>91 +</u>	<u>Employees on roll</u>	<u>4</u>

## SECTION 7 - PERSONAL HOLIDAY CALENDAR

~~A calendar shall be posted, for the sole purpose of selecting the personal holidays, in an area that the employees have access to so they may review it.~~

ARTICLE 14  
VACATIONS

## SECTION 6 - HOLIDAY DURING VACATION

If an employee's vacation period includes a holiday, he shall receive the specified holiday pay in addition to his vacation pay or another day may be added to his vacation by mutual agreement, which will not be unreasonably withheld.

ARTICLE 19  
DURATION

(A) This Rider shall be in full force and effect from ~~December 19, 2007~~ August 1, 2013 through ~~July 31, 2013~~ July 31, 2018.

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# TEAMSTERS JOINT COUNCIL NO. 37 SORT RIDER to the NATIONAL MASTER UNITED PARCEL SERVICE, INC. AGREEMENT

This Joint Council No. 37 Rider includes the following Local Unions:

58, 162, 206, 324, 670, 962, and Local 483 Boise, Idaho

For the period of ~~December 19, 2007~~ August 1, 2013 to July 31, 2013 July 31, 2018  
covering:

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**.

## ARTICLE 1 PART-TIME EMPLOYEES

### SECTION 5 - PART-TIME TO FULL-TIME

(H) When no full-time package driver makes a request to become a feeder driver, the Company shall offer any permanent **or back-up** opening to qualified existing part-time ~~shifter employees~~ and qualified existing full-time combination ~~shifter employees in seniority order~~ **prior to hiring off the street. Part-time employees shall be given the opportunity to fill feeder full-time jobs before hiring from outside on a two-for-one basis (two (2) inside to every one (1) outside hire). To be qualified, an employee must have previously been trained as an air driver, feeder shifter or car parker. Full-time employees who successfully complete the feeder training school and become back-up feeder drivers shall be paid for the non-productive time spent in feeder school. Payment shall be made no later than the pay period following successful completion of feeder school. Any part-time employee that successfully completes the feeder training school and becomes a back-up feeder driver must wait twelve (12) months to be paid for the non-productive time; that payment shall be made no later than the pay period following the conclusion of the twelve (12) month waiting period. Employees moving into back-up feeder driver capacity have the right to retain their seniority and job assignments when not performing feeder work. Article 2 of the JC37 Package Rider shall apply to the back-up feeder position unless specifically altered by this paragraph.**

### SECTION 8 - PEAK SEASON HELPERS

(B) The helper rate of pay shall be ~~\$7.00 (seven dollars) per hour~~ **no less than minimum wage for the state in which the**

**work is completed.** Helpers shall be guaranteed a minimum of three (3) hours work or pay, and shall be paid time and one-half (1 1/2) after eight (8) hours.

(C) **From November 15 through December 31<sup>st</sup>, regular** ~~Regular~~ part-time employees may be used as helpers solely at the discretion of management, and if so used, shall receive ~~\$9.00~~ **\$11.00 (nine eleven)** dollars per hour.

(E) **From January 1 to January 15, regular part-time employees shall be offered helper work in seniority order at their current rate of pay or sixteen (\$16.00) dollars per hour, whichever is greater. During this period, these regular part-time employees shall be guaranteed three and one-half (3 1/2) hours of helper work or pay. Time and one-half (1 1/2) shall be paid after eight (8) hours of straight time work in any day. In the event additional staffing is required, the Company may utilize part-time package helpers hired between November 15 through December 31<sup>st</sup> as outlined above.**

## ARTICLE 2 SENIORITY

### SECTION 1 - SENIORITY LISTS

(A) In each building there shall be separate seniority lists for part-time inside and part-time bid air driver classifications. **Part-time bid air drivers shall be able to exercise their original part-time inside seniority date to double shift. Any part-time bid air driver that works at least four (4) hours in his regular shift shall be able to exercise his original part-time inside seniority date for any extra work within that shift.** In addition, separate seniority lists will be

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maintained for exception air and Saturday air drivers. Beginning August 1, 2008 the part-time clerical job classification will be eliminated and combined with the part-time inside classification list. All employees classified as part-time clerical will dovetail their part-time company job date into the part-time inside job classification list. Part-time employees working in the clerical classification shall select their vacations separately.

**SECTION 2 – LAYOFF AND RECALL**

(B) Any employee laid off for five (5) consecutive work days shall have the option of drawing time from accrued vacation and personal holidays.

**ARTICLE 3  
WAGES****SECTION 1 – WAGES**

Part time employees hired prior to July 2, 1982, shall receive the following rate of pay effective:

		<u>Preloader/Sorter</u>		<u>Loader/Unloader</u>	
<u>8/1/2007</u>	<u>8/1/2013</u>	<u>27.79</u>	<u>32.61</u>	<u>26.63</u>	<u>31.45</u>
<u>8/1/2008</u>	<u>8/1/2014</u>	<u>28.14</u>	<u>33.31</u>	<u>26.98</u>	<u>32.15</u>
<u>2/1/2009</u>	<u>8/1/2015</u>	<u>28.49</u>	<u>34.01</u>	<u>27.33</u>	<u>32.85</u>
<u>8/1/2009</u>	<u>8/1/2016</u>	<u>28.865</u>	<u>34.41</u>	<u>27.705</u>	<u>33.25</u>
<u>2/1/2010</u>	<u>2/1/2017</u>	<u>29.24</u>	<u>34.81</u>	<u>28.08</u>	<u>33.65</u>
<u>8/1/2010</u>	<u>8/1/2017</u>	<u>29.615</u>	<u>35.31</u>	<u>28.455</u>	<u>34.15</u>
<u>2/1/2011</u>	<u>2/1/2018</u>	<u>29.99</u>	<u>35.81</u>	<u>28.83</u>	<u>34.65</u>
<u>8/1/2011</u>		<u>30.415</u>		<u>29.255</u>	
<u>2/1/2012</u>		<u>30.84</u>		<u>29.68</u>	
<u>8/1/2012</u>		<u>31.315</u>		<u>30.155</u>	
<u>2/1/2013</u>		<u>31.79</u>		<u>30.63</u>	

All other part-time employees wages refer to Article 22, Section 5, and Article 40 of the National Master UPS Agreement.

**SECTION 3 - AIRPORT BADGING**

The Employer will reimburse employees for the cost to park a personal vehicle when obtaining an airport security badge up to a maximum of \$14.00 per occurrence. Employees shall be required to give the Employer the parking receipt to obtain reimbursement.

**ARTICLE 4  
HEALTH AND WELFARE****SECTION 1 – NEW HIRE REQUIREMENT**

(A) All new hires shall be required to be compensated for eighty (80) hours per month in order to qualify for health and welfare until they have completed four (4) months employment. Thereafter, and beginning with the month following the month in which the four (4) months are completed, the forty (40) hour qualification shall apply to such employee. In the

~~event an employee fails to be compensated for eighty (80) hours per month of their initial four months employment, they shall still qualify for Health and Welfare after forty (40) hours compensation after completing four (4) months employment.~~

~~(B) After August 1, 2008 eligibility for new hires will be determined by the provisions of Section 3(b) below. The forty (40) hour compensation qualification will apply to those employees after they become eligible for coverage. Eligibility for employees on the payroll on August 1, 2008 will remain unchanged.~~

**SECTION 2 – MAINTENANCE OF BENEFITS**

~~The Employer agrees should the Trustees of the Health and Welfare, Dental, Vision and Retiree Plans determine during the life of the Agreement that it is necessary to increase the monthly premium rates in order to maintain the same schedule of benefits, the Employer agrees to pay such increased premium.~~

**SECTION 1 3 - BENEFITS FOR PART TIME EMPLOYEES**

(A) Part time employees shall receive the full equivalency of benefits afforded to full time employees. Such benefits shall include but not be limited to, Retiree Health & Welfare coverage except as modified by (B) below.

(B) Under the provisions of Article 34 Section 2 of the National Master UPS Agreement effective January 1, 2008 health and welfare coverage for all part time employees on the payroll at that time and those hired thereafter will be provided pursuant to the terms of an Employer sponsored nationwide health care plan, namely, the UPS National Health Plan for Part Time Employees. Individual health coverage will be made available to part time employees hired after August 1, 2008 after twelve (12) months of active employment and spousal or dependant coverage will be made available to these part time employees eighteen (18) months after their initial date of employment.

(A) For those part-time employees who have received health and welfare benefits from the Company Health & Welfare Plan, benefits on and after January 1, 2014 will be provided by the Central States Health & Welfare Fund (CSH & W Fund), under the terms set forth in Article 34 of the National Master UPS Agreement. The Company will continue to provide health & welfare benefit coverage under the existing plan through December 31, 2013 pursuant to the terms of the December 19, 2007 through July 31, 2013 National Master UPS Agreement, Western Region Supplemental Agreement and the Joint Council 37 Sort Rider.

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



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

**SECTION 2 4 - VOLUNTARY EMPLOYEE BENEFIT ASSOCIATION**

It is agreed that should the Oregon Teamster Employer Trust allow additional contributions on behalf of employees under provisions of IRS 501.C9, the parties shall meet to negotiate a fair and equitable resolution to allow such contributions. It is understood that all contributions would come from payroll deductions from employees who would choose by majority vote to participate in this additional coverage.

**ARTICLE 6  
SICK LEAVE****SECTION 1 - SICK LEAVE ACCRUAL AND UTILIZATION**

(A) New employees shall not accumulate sick leave until they have seniority plus one (1) year of employment. Part-time employees shall accumulate sick leave at the rate of two (2) hours per month for each month that he averages three (3) days work per week, or twenty four (24) hours per year. All seniority employees shall continue to accrue sick leave while off on illness or injury up to ninety (90) calendar days.

**SECTION 2 - PAYMENT FOR UNUSED SICK DAYS**

(F) An employee who is unable to work due to an off-the-job injury or illness shall be removed from the seniority list after a period of three (3) years, unless extended by mutual agreement between the Union and the Employer. This provision only applies to employees who go off work due to an off-the-job injury or illness after August 1, 2013, and not employees off-the-job prior to August 1, 2013.

**ARTICLE 7  
PENSION****SECTION 1 - EMPLOYER CONTRIBUTION**

(A) Pension contributions payable into the Western Conference of Teamsters Pension Trust Fund on account of each part-time employee of the bargaining unit shall be paid for each hour for which compensation was paid (all compensable hours) up to a maximum of 2080 hours per calendar year.

<del>August 1, 2008</del>	<del>\$ 6.32</del>
<del>August 1, 2009</del>	<del>\$ 6.97</del>
<del>August 1, 2010</del>	<del>\$ 7.62</del>
<del>August 1, 2011</del>	<del>\$ 8.27</del>
August 1, 2012	\$ 8.92

Contributions to pension will be made in accordance with Article 34 of the National Master UPS Agreement.

**ARTICLE 10  
HOLIDAYS****SECTION 2 - ELIGIBILITY AND HOLIDAY PAY**

~~(E) Any seniority employee who is compensated for a day within the fifteen (15) calendar days, prior to a holiday, shall be paid for the holiday.~~ Each seniority employee must work their last scheduled day before a holiday and their first scheduled day after a holiday to receive holiday pay. This shall not apply to employees on approved leave. Non-approved leave is limited to the following: sick leave without a doctor's note, unexcused call in, failure to report (no call no show), suspension or termination.

**SECTION 5 - SELECTION OF PERSONAL HOLIDAYS**

(A) An employee choosing to take time off as a personal holiday shall give fourteen (14) days notice to the employer by posting his choice on a calendar provided by the employer in an area easily accessible to employees. The sole purpose of this calendar shall be for the selection and review of personal holidays. The selected day shall be at the choice of the employee, and ~~once inside the fourteen (14) day calendar period cannot be changed by the employee, the employer or a senior employee.~~ Seniority shall prevail in the selection of the day to be taken. Once inside the fourteen (14) day calendar period and prior to the seventh calendar day before the selected day, any openings that were not selected may still be selected and filled on a first come first served basis. In either case, once selected this day cannot be changed by the employee, the Employer or a senior employee.

(B) ~~In part time operations working fifty (50) or more employees, a minimum of two (2) employees will be allowed off per day for their optional personal holiday. In inside operations the following minimum number of employees will be allowed off per day for their optional holiday in each operation:~~

<u>1-30</u>	<u>Employees on roll</u>	<u>1</u>
<u>31-74</u>	<u>Employees on roll</u>	<u>2</u>
<u>75-149</u>	<u>Employees on roll</u>	<u>3</u>
<u>150 +</u>	<u>Employees on roll</u>	<u>4</u>

**~~SECTION 8 - PERSONAL HOLIDAY CALENDAR~~**

~~A calendar shall be posted, for the sole purpose of selecting the personal holidays, in an area that the employees have access to so they may review it.~~

**ARTICLE 11  
VACATIONS****SECTION 6 - HOLIDAY DURING VACATION**

If an employee's vacation period includes a holiday, he shall

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receive the specified holiday pay in addition to his vacation pay or another day may be added to his vacation by mutual agreement, **which will not be unreasonably withheld.**

**ARTICLE 16  
DURATION**

This Rider shall be in full force and effect from ~~December 19, 2007~~ **August 1, 2013** through ~~July 31, 2013~~ **July 31, 2018.**



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