

**Kentucky Rider to the  
Central Conference  
of Teamsters**

**and**

**United Parcel Service  
Supplemental Agreement**

**and**

**NATIONAL MASTER  
UNITED PARCEL SERVICE  
CONTRACT**

**For The Period:  
August 1, 2018 through July 31, 2023**

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**Kentucky Rider**  
**to the**  
**Central Conference of Teamsters**  
**United Parcel Service**  
**Supplemental Agreement**  
**and**  
**National Master United Parcel Service**  
**Contract**  
**For the Period:**  
**August 1, 2018 through July 31, 2023**

The following articles and sub-sections of this Kentucky rider shall supersede the corresponding Articles and sub-sections of the supplemental agreement and National Master Contract.

**ARTICLE 3**  
**Seniority**

This Article is not applicable for Bowling Green or Paducah, where the 710 Seniority shall be applied; or Owensboro, Madisonville or Hopkinsville where Article 3 of the Central Regional Supplement shall be applied.

**Section 1. Employee Seniority**

Seniority shall be broken only by discharge for just cause, voluntary resignation, or more than two (2) year layoff. A laid off employee shall be given two (2) weeks' notice of recall by registered mail at his last known address, and in the event such employee does not report at the end of said two weeks, he shall lose all seniority rights.

## **Section 2. Posting List**

A list of employees arranged in the order of their seniority and hiring date shall be posted in a conspicuous place at each center and shall be updated at least every three (3) months.

## **Section 3. Work Assignment**

(a.) Center seniority will prevail at all times, except in such case as the company may abolish an entire center in which case the men attached to the abolished center may exercise their company seniority to attach themselves to another center. Whenever a center is opened or closed or partially closed, the employee or employees affected will be entitled to follow their work and their seniority will be dovetailed in the new location.

(b.) A seniority laid off employee from a center shall be offered employment in another center where work becomes available during his period of layoff provided such layoff is for a ten (10) working day period or greater. However, his center seniority shall begin as of the date of employment in the new center.

When work becomes available regularly in his old center, he will be offered the opportunity to return to his old center and will retain his original center seniority in the old center provided such opening occurs within two (2) years. If the employee refused to take advantage of his first opportunity to move back he loses his seniority in the old center.

A displaced employee must keep the Employer advised of his desire to return to his old center.

(c.) It is further understood that in applying seniority in the layoff, recall and assignment of employees to particular jobs, an employee must be qualified and/or must be able to prove his qualifications within a reasonable time not to exceed thirty (30) working days.

## **Section 4. Filling Vacancies**

(a.) In filling permanent vacancies in an existing center, the employees in that center shall be given first choice in such vacancies in order of seniority.

(b.) Permanent job openings shall be posted immediately on the center bulletin board for a period of 48 hours, during the regular work week. Employees desiring to fill such openings shall signify the same by signing the posting. Within three (3) days from the time the posting is closed, the employer will assign an employee to fill the vacancy. Such assignment will be made by seniority and the reasonable ability of the employee to fulfill the requirements of the job. Employees so assigned shall be given a period of time not to exceed thirty (30) working days to prove their ability to perform the duties of the job, except tractor/trailer vacancies which shall be filled as provided for in the Conference Supplement Article 3 (Tractor-Trailer School).

An employee removed from the new job by reason of lack of ability shall be returned to his former classification with no loss of seniority. The Company reserves the right to fill a new job or new area with temporary employees for a period of time not to exceed thirty (30) working days to determine the permanence of the job. Jobs coming open as a result of the Christmas rush, that is from November 1 to December 31, shall not be considered permanent unless they continue beyond December 31.

(c.) Employees shall not be allowed to bid on job openings until they have completed one (1) year of service with the employer.

(d.) After receiving the job for which the employee bids, the employee shall not be eligible to bid for any other opening for a period of twelve (12) months, except where such move is to a higher straight time rate classification.

(e.) The filling of openings by bidding shall be limited to four (4) changes – the original opening and the three (3) other openings created by the original bid. The next opening created thereby may be filled by the employer through hiring from the outside.

(f.) If no employee bids for any opening, the employer may fill it by hiring from the outside.

(g.) Any employee bidding into operations delivery information can only bid on openings in Group I. The employees in Group I are the only employees that are eligible to bid into Group II: Delivery

information B; only employees in Group II are eligible to bid into Group III, delivery information A.

The bidding procedure referred to above applies only where openings or new jobs occur in these groups.

No more than forty (40) percent of the number of employees in delivery information shall be permitted to bid out of this classification in each twelve (12) month period. No more than one (1) employee can bid out of this classification in any ninety (90) day period.

(h.) The past practice of creating, eliminating or changing of routes, starting times of routes, or the assignment of equipment used thereon shall prevail during the life of this agreement.

(i.) Changing of starting times of feeder and package driver jobs by one (1) hour or more in either direction shall be the basis for rebidding of those jobs.

## **Section 5. Displaced Employee**

In the event an employee becomes displaced because of elimination of his job the following will be the manner in which he may exercise his seniority. The displaced employee may take the job of a less senior man. This will constitute the original move. Therefore, three (3) more moves, if needed, will be allowed. After the original move and three (3) others, the displaced employee must displace the most junior man in his pay classification or a lower pay classification. All moves will be dependent on seniority and qualification.

Any employee receiving a red circle rate of pay for a classification listed in Kentucky pay rates shall maintain that rate of pay as long as the employee remains in the same job.

Louisville parcel delivery and pick-up drivers and feeder drivers receive an additional 10 cent per hour above the listed wage scale.

Any mechanics called back to work after completing their scheduled work days shall be guaranteed four (4) hours work or pay at time and one half (1 1/2) their regular rate.

Mechanics and painter apprentices starting rate will be 80 cents per hour less than the prevailing journeyman's rate. Thereafter they shall receive an additional increase of ten (10) cents per hour each six (6) months until such time as they reach journeyman mechanic's rate.

## **SENIORITY AGREEMENT BETWEEN TEAMSTERS LOCAL UNIONS 89 and 236**

**AND**

## **UNITED PARCEL SERVICE, INC. – KENTUCKY**

Centers to be covered:

Bowling Green, Kentucky

Paducah, Kentucky

August 1, 2018 through July 31, 2023

### **Section 1. Employee Seniority**

Seniority shall be broken only by discharge for just cause, voluntary resignation, or more than two (2) years layoff. A laid off employee shall be given two (2) weeks' notice of recall by registered mail at his last known address, and in the event such employee does not report for work at the end of said two (2) weeks, then he shall lose all seniority rights. Employees hired to fill vacancies during vacation period, or hired only for the seasonal period October 1 through December 31 shall not be entitled to seniority. Employees assigned to fill temporary vacancies during the vacation or seasonal periods shall not be entitled to classification seniority in the temporary vacancy.

No new employee shall be hired if employees on the seniority list are laid off at adjoining centers and willing to perform the work.

Any new feeder route or delivery area created during the period from November 1 to December 31 shall be considered temporary and will not be posted for bid. However, if these routes or areas are still in existence after December 31, they shall be posted for bid in the usual manner.

## **Section 2. Posting List**

The Employer agrees to furnish bulletin boards in each center. The Union shall have the right to post any official notices on the bulletin boards.

A list of employees in order of their classification seniority and hiring date shall be posted in a conspicuous place at each center. The list shall be updated every ninety (90) days.

## **Section 3. Work Assignment**

Center seniority by classification will prevail at all times except in case of layoff. If an employee's work is moved to another center, the employee may transfer to that center and his classification seniority shall dovetail on that center's seniority list.

The only exception to this will be that if an employee's job is abolished or moved to another center and the employee does not want to move, he or she can elect to take the work of the person within that classification with the least amount of company seniority.

## **Section 4. Opening and Closing of Center**

Whenever an operating center is opened or closed, the employees affected will be entitled to follow the work and their company seniority will be dovetailed in the new operating center.

## **Section 5. Posting New Permanent Jobs or Permanent Vacancies**

(a) In filling permanent vacancies in an existing center, the employees in that center shall be given first choice in such vacancies in order of classification seniority.

(b.) Filling all permanent vacancies shall be in such a manner as to cause minimal interruption to the employers operations.

(c.) When a permanent new job or job vacancy becomes open in a center, it shall be posted in that center by the employer. A permanent new job for purposes of this article shall be one that has been in existence for a period of 30 working days.



All employees in the classification posted in the order of classification seniority shall be eligible to bid in such openings. Separate seniority lists shall be posted in each center by job classifications.

After receiving the job for which the employee bid, the employee shall not be eligible to bid for any other opening for a period of six (6) months.

The filing of openings for bidding shall be limited to three (3) changes, the original opening and two (2) others. None of the foregoing provisions shall be understood or interpreted as placing any restrictions whatsoever on the employer's unrestricted right to eliminate jobs, or to make any changes it wishes in the size, content, scope, direction, coverage, starting time, or schedule of any jobs or the equipment used thereon.

Any employee who desires to work in another classification can do so with approval of the company, as of past practice and will go to the bottom of the seniority in the classification, but will retain his company seniority for layoff, vacation and benefits only.

Any employee who voluntarily transfers from one center to another with the approval of the company will go to the bottom of the seniority list in that classification for layoff purposes but will retain his company seniority for fringe benefits only.

Any employee moved to another job shall be given a fair trial for a period not to exceed thirty (30) calendar days, at the rate of the job. If at the end of the trial period it is determined that the employee is not qualified or adapted to the new position, he shall return to the old position, at the same rate of pay which was formerly paid for the old position with the old classification seniority retained.

## **Section 6. Posting Feeder and Spotter Jobs**

On March 1 of each year, all feeder and spotter jobs in each center shall be posted for bid by classification seniority.

In addition to the March 1 bid of each year, if a new permanent feeder or spotter route develops or a permanent vacancy becomes available in a center, the feeder drivers in that center may bid on

such openings in seniority order. After receiving the additional bid, the employee shall not be eligible to bid for any other opening until the next bid date.

The filling of openings by bidding shall be limited to three (3) changes, the original opening and the two others.

## **Section 7. Layoffs**

When it becomes necessary to reduce the working force in a center, the employee in that classification with the least amount of company seniority shall be laid off first. If a full time employee is laid off, he may exercise his company seniority in the next lower classification in his center on the following Monday provided he is qualified to perform the work.

Full-time seniority employees in the order of their seniority may elect to take the work of part time employees, if any, for the duration of the layoff. In such cases, the full-time employee shall be guaranteed a minimum of three (3) hours work at the rate of pay for the job which he performs in addition to all fringe benefits.

IN WITNESS WHEREOF, the parties have set their hands and seals this \_\_\_\_\_ day of December, 2018.

FOR THE EMPLOYER

Matt Faulstick

FOR THE UNION

Chuck Whobrey

Fred Zuckerman

Date \_\_\_\_\_

## **Letter of Understanding**

This is an agreement between Local 89 and Local 651 and United Parcel Service (Kentucky District).

The agreement is any laid off driver that has exhausted the Local Rider under the layoff provisions will be allowed to exercise their seniority as outlined in Article 3, Section 7 of the Central Conference Agreement. This will take effect on ratification of the 1993-1997 contract.

For the Union

Tom Trenaman

Ken Stacey

Gary Hug

For the Company

Greg Page

Jesse Johnson

## **Kentucky Rider Pay-Rates 8/01/18 (\$4.02)**

### Full Time Louisville employees only

Package Car Drivers	\$36.29
T.T. Drivers	\$36.43
T.T. Drivers Short Doubles	\$36.88
All others	\$34.60
Sorters/Preload	\$35.74
Helpers	\$15.00
Mechanics	\$36.54

### Part Time employees hired on or before July 1, 1982

Ld/Unld/Po	
C.w/Clks	\$34.60
Sorters/Pl	\$35.74

## **Kentucky Rider Pay-Rates 8/01/18 (\$4.02)**

### Full Time employees outside of Louisville

Package Car Drivers	\$36.19
T.T. Drivers	\$36.34
T.T. Drivers Short Doubles	\$36.79
All others	\$34.60
Sorters/Preload	\$35.79
Helpers	\$15.00
Mechanics	\$36.54

### Part Time employees hired on or before July 1, 1982

Ld/Unld/Po	
C.w/Clks	\$34.60
Sorters/Pl	\$35.79