

**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, 483, and 670, ~~962, and Local 483 Boise, Idaho~~
For the period of**

August 1, 201823 through July 31, 202328

**ARTICLE 1
PACKAGE DRIVERS**

SECTION 1 – WORKDAY / WORKWEEK

[No change]

SECTION 2 – SHOW-UP PAY

[No change]

SECTION 3 – ON CALL DRIVERS

(A) In Centers dispatching twenty (20) or fewer drivers, the least senior driver dispatched shall be guaranteed four (4) hours pay. In Centers dispatching more than twenty (20) drivers, the two (2) least senior drivers dispatched shall be guaranteed four (4) hours pay. Such drivers who are placed on call shall be given a start time by 12:00 noon for that day. If no start time is given by 12:00 noon, then the employee is released for the day after having contacted the Center. ~~No package driver shall be placed on call any day an Article 22.4 full-time Combination Driver is scheduled to drive in the Center.~~

(B)

[No change]

SECTION 4 – FULL-TIME EMPLOYEE LUNCH AND COFFEE BREAK

Full-time employees shall receive a one (1) hour unpaid lunch period and shall schedule and complete said lunch hour between the fourth (4th) and sixth (6th) hour of work. The Company

may require or permit a full-time employee to take a one-half (1/2) hour lunch period, providing the operational needs of the Company are met. Management shall not arbitrarily require employees to take a lunch period which would conflict with the provisions of this ~~A~~ article. One **(1)** fifteen (15) minute coffee break shall be permitted each full-time employee and shall be taken during the first **(1st)** half of the shift. An additional ten (10) minute break shall be permitted each full-time employee and shall be taken during the second **(2nd)** half of the shift. ~~Each full-time employee in the jurisdictional area of Local No. 483 shall be permitted a twenty (20) minute break to be taken during the first or second half of the shift.~~

SECTION 5 – OVERTIME

[No change]

SECTION 6 – CALL BACKS

[No change]

SECTION 7 – PACKAGE CAR VACANCIES

[No change]

SECTION 8 – TRAINING AREAS

[No change]

SECTION 9 – LAY-OFF

[No change]

SECTION 10 – SEASONAL PERIOD FULL-TIME PACKAGE DRIVERS

In addition to the seasonal period defined in Article 5 of the Western Region Supplemental Agreement, temporary full-time package drivers may also be used January 1st through January 15th **the Saturday of the second (2nd) full week in January** each year and shall not accrue seniority or service credit for any purpose during this period. Seasonal full-time package drivers will be paid the regular full-time package driver starting rate in accordance with Article 41 of the National Master UPS Agreement. **In classroom training conducted outside the seasonal period will not count as time toward seniority attainment.**

ARTICLE 2 BACK-UP FEEDER DRIVERS

SECTION 1 – PACKAGE DRIVER TO BACK-UP FEEDER

(A) through (H)

[No change]

(I) In Hub operations within the jurisdictions of Local 162, 483, ~~and 670 and 962~~, each October the Company will post new sign-up lists in each building for a thirty (30) day period in which full-time package drivers, full-time combination, and part-time employees may choose to indicate their desire for a full-time feeder job. In April of each year the same list shall be posted for any employee who wishes to have their name dove-tailed to the current year lists to be effective June 1st. All employees are eligible to sign the lists, but the order of call shall be:

1. Package drivers are offered first (**1st**) and dovetailed on the list based on their package driver classification date. This is group one (**1**) for the order of call.
2. Full-time combination employees and part-time employees with a Class A **Commercial Driver's License (CDL)** are called second (**2nd**) and dovetailed on the list based on their Company seniority date. This is group number two (**2**) for the order of call.
3. Full-time combination employees and part-time employees who have been previously trained as an air driver, ~~22.4 combination driver~~, car parker or car washer, are called third (**3rd**) and dovetailed on the list based on their Company seniority date. This is group number three (**3**) for the order of call.

An employee who does not sign up during the established sign-up periods shall have the right to add their name to the appropriate group list but will be end tailed.

The Company will post emergency sign-up lists after exhausting the regular sign-up lists outside the regular posting periods.

In Locals 58, 206, and 324 the Company will continue to post feeder sign up lists on an as needed basis per Local practice.

In Local 162 the sign-up lists are posted in each building but are combined for the whole jurisdiction. All other sign-up lists outside of Local 162 are based on Local practice. The Company agrees that the practices for sign-up lists in other Local Unions outside of Local 162 shall be modified at the request of the affected Local Union.

ARTICLE 3 FEEDER DRIVERS

SECTION 1 – WORKDAY / WORKWEEK

[No change]

SECTION 2 – FEEDER SHOW UP PAY

[No change]

SECTION 3 – FEEDER PICKUPS ON SATURDAY, SUNDAY, OR HOLIDAYS

[No change]

SECTION 4 – FEEDER DRIVERS RELIEVED FROM DUTY

[No change]

SECTION 5 – FULL-TIME EMPLOYEE LUNCH AND COFFEE BREAK

Full-time employees shall receive a one (1) hour unpaid lunch period and shall schedule and complete said lunch hour between the fourth (4th) and sixth (6th) hour of work. The Company may require or permit a full-time employee to take a one-half (1/2) hour lunch period, providing the operational needs of the Company are met. Management shall not arbitrarily require employees to take a lunch period which would conflict with the provisions of this ~~A~~article. One **(1)** fifteen (15) minute break shall be permitted each full-time employee and shall be taken during the first **(1st)** half of the shift. An additional ten (10) minute break shall be permitted and shall be taken during the second **(2nd)** half of the shift. ~~Each full-time employee in the jurisdictional area of Local No. 483 shall be permitted a 20-minute break to be taken during the first or second half of the shift.~~

SECTION 6 – OVERTIME

[No change]

SECTION 7 – CALL BACKS

[No change]

SECTION 8 – CASUAL FEEDER DRIVERS

Casual feeder drivers shall be used in accordance with Article 6, ~~Section 15~~, of the Western Supplement during peak season. Casual feeder drivers may **also** be used **through** ~~October 1st through January 15th~~ **the Saturday of the second (2nd) full week in January** each year. Casuals may also be used at other times of the year as mutually agreed between the Company and Local Union. Casuals shall not accrue seniority or service credit for any purpose. It is further agreed that such drivers will be paid at the rate of **eighteen dollars** (\$18.00) for the life of the current agreement. **In classroom training conducted outside the seasonal period will not count as time toward seniority attainment.**

SECTION 9 – FEEDER BIDDING / DISPLACED FEEDER DRIVERS

[No change]

SECTION 10 – FEEDER SENIORITY DATE

[No change]

SECTION 11 – DELAYED STARTING TIME

[No change]

ARTICLE 4 MECHANICS

SECTION 1 – APPRENTICE

[No change]

SECTION 2 – WORKING FOREMAN

[No change]

SECTION 3 – CALL BACKS

[No change]

SECTION 4 – SPECIAL TOOLS

[No change]

SECTION 5 – TOOL INSURANCE

[No change]

SECTION 6 – SHOW UP PAY

[No change]

SECTION 7 – WORKDAY / WORKWEEK

(A) The regularly scheduled workday for mechanics shall consist of eight (8) consecutive hours with an established start time, excluding a non-paid meal period. The regular scheduled workweek, other than those as provided in subsection (B) below, shall consist of five (5) consecutive days Monday through Friday, Tuesday through Saturday, or Sunday through Thursday.

(B) A workweek that consists of four (4) ten (10) hour days may be established by mutual agreement with the Local Union.

(C) The start time for a regular scheduled Monday workday may be established between the hours of 9:00pm (2100 hours) and 12:00 midnight (0000 hours) on the preceding Sunday without payment of premium pay or overtime rates of pay.

(D) The start times shall be posted on the prior Friday of the week for which the starting times shall be effective. Employees who are ordered to report for work prior to said scheduled starting time shall receive time and one-half (1-1/2) for all hours worked prior to their regular starting time. Employees who are ordered to report later than their scheduled starting time shall receive time and one-half (1-1/2) for the number of hours equal to the number of hours called into work after their scheduled start time.

SECTION 8 – MECHANICS LUNCH AND COFFEE BREAK

Mechanics shall receive up to a one (1) hour unpaid lunch period and shall be taken as close to the middle of the day for each specific bid job. One fifteen (15) minute coffee break shall be permitted each full-time employee and shall be taken during the first half of the shift. An additional ten (10) minute break shall be permitted each full-time employee and shall be taken during the second half of the shift.

SECTION 9 – OVERTIME

(A) All overtime shall be paid for at the rate of time and one-half (1-1/2) after the eighth (8th) hour worked or tenth (10th) hour worked in one (1) day, depending on the employee's selected workday / workweek. In all cases, the employee shall receive the guarantee consistent with the workday / workweek selected in Section 7 above.

SECTION 7~~10~~ – SHIFT CHANGE REQUESTS AND NEW OPENINGS

[No change]

ARTICLE 5 FULL-TIME INSIDE EMPLOYEES

SECTION 1 – WORKDAY / WORKWEEK

[No change]

SECTION 2 – JOB BIDDING

(A) Any newly created or open full-time inside job shall be offered in seniority order first **(1st)** to all eligible full-time inside employees. **Unless an employee quits without notification to the Company, the bidding procedure for a vacated full-time inside job shall begin within ten (10) business days of being vacated. These bids** shall be limited to four (4) moves as follows: when a full-time inside job is vacated, the first **(1st)** three (3) openings shall be offered to the senior full-time inside employee who signs the bid for that job and complies with **s**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~~ **their** 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.

(B) Employees in the Metropolitan area of Portland; Eugene/ Springfield; Medford/Grants Pass; and Boise/Nampa/**Meridian** shall be allowed to sign-up for full-time inside jobs in all the facilities within the jurisdiction of the Local Union.

(C) through (F)

[No change]

(G) Full-time inside employee(s) in the classification for at least ~~twenty-four (24)~~ **eighteen (18)** 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 3 – OVERTIME

[No change]

SECTION 4 – REDUCTION OF WORK

[No change]

SECTION 5 – FULL-TIME EMPLOYEE LUNCH AND COFFEE BREAK

Full-time inside employees shall receive up to a one (1) hour unpaid lunch period and shall be taken between the two shifts that are part of the specific bid. One (15) minute coffee break shall be permitted each full-time employee and shall be taken during the first half of the shift. An additional ten (10) minute break shall be permitted each full-time employee and shall be taken during the second half of the shift.

ARTICLE 6

SENIORITY

SECTION 1 – SENIORITY LISTS

(A) through (C)

[No change]

(D) Effective ~~upon ratification~~ **August 1, 2018**, the following shall be used to determine the seniority order for placement of newly hired and transferred employees on a seniority list as a tie-breaker only:

1. First (**1st**) day worked in Local Union's jurisdiction.
2. Alphabetical order. Last name first (**1st**). First name second (**2nd**). Middle name third (**3rd**).

SECTION 2 – WORK ASSIGNMENTS

[No change]

SECTION 3 – BIDDING

Package drivers (**RPCD's**) ~~hired after July 31, 2016~~ shall not be allowed to bid an open area in another Center until they have **one (1) year seniority as a package driver**, ~~reached their second anniversary with the Company~~ except in the case of a permanent lay-off.

SECTION 4 – LAYOFF AND RECALL

[No change]

SECTION 5 – EXTRA WORK

(A) through (C) (2)

[No change]

(C)

(3) If there is no established local practice, the following shall apply with regard to inside work. Within each building, each operation will maintain appropriate list(s), by seniority, of those part-time employees requesting coverage work. It will be the employees' responsibility to sign up on the appropriate list. The Company shall post such lists and employees who are interested in adding their names to the lists shall do so on the first working day of each month. It will be the employee's responsibility to make sure ~~his~~ **their** contact information is correct. Employees who are unavailable to work on three (3) separate occasions within a calendar month shall have their names removed from the coverage list. Those employees shall be eligible to re-sign the list

the following month. When coverage work is available, the Company will use the appropriate list to fill the required positions, and such employees will work as assigned. The employee must be qualified for the available work and double shift employees shall have seniority among themselves. Local call verification practices and procedures shall remain in place. Nothing contained in this section shall change existing practices or procedures covering full-time work. **By mutual agreement, the Company may implement technological advancements in the way employees sign up for and are offered extra work. A request will not arbitrarily be denied. This Section is not intended to supersede any local extra work agreement/practice.**

SECTION 6 – ABILITY TO TRANSFER

Any bargaining unit employee, other than full-time package and feeder drivers, covered by this agreement, ~~and a member of a Local Union within the State of Oregon~~ shall be eligible to transfer to any other location ~~within the State of Oregon~~. Any bargaining unit employee, other than full-time package and feeder drivers, covered by this agreement and a member of Local 483 shall be eligible to transfer to any other location within that Local's jurisdiction **covered by the JC37 Package Rider**. Transfers shall be made in accordance with the following:

(A) through (H)

[No change]

**ARTICLE 7
WAGES**

SECTION 1

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 **twenty-five cents (\$0.25)** 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, ~~22-4 Full-time Combination Employees~~ and Apprentice Mechanics refer to Article 41 of the National Master Agreement. Trailer Mechanics refer to Article 39 of the National Master Agreement.

	Package	Feeder	Mechanics
8/1/2018 23	36.91 <u>44.26</u>	37.395 <u>44.745</u>	37.60 <u>44.95</u>
8/1/2019 24	37.66 <u>45.01</u>	38.145 <u>45.495</u>	38.35 <u>45.70</u>
8/1/2020 25	38.46 <u>45.76</u>	38.945 <u>46.245</u>	39.15 <u>46.45</u>
8/1/2021 26	39.36 <u>46.76</u>	39.845 <u>47.245</u>	40.05 <u>47.45</u>
8/1/2022 27	40.36 <u>49.01</u>	40.845 <u>49.495</u>	41.05 <u>49.70</u>

SECTION 2 – CLAIM FOR PAYROLL SHORTAGE OR OVERAGE

[No change]

SECTION 3 – AIRPORT BADGING

[No change]

ARTICLE 8 HEALTH AND WELFARE

SECTION 1 – EMPLOYER CONTRIBUTIONS

Effective August 1, 2023, (based on July 2023 hours) the Employer shall pay to the Oregon Teamster Employers Trust the sum of **one thousand seven hundred and twenty-four dollars and thirty-three cents (\$1,724.33)** 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.

SECTION 2 – NEW HIRE REQUIREMENT

(A)

[No change]

(B) Non-Seniority **Seasonal** employees hired in ~~October, November and December~~ **accordance with the seasonal period outlined in Article 5 of the Western Region Supplemental Agreement, Article 1, Section 10 and Article 3, Section 8 of the JC37 Package Rider through the Saturday of the second (2nd) full week in January** shall not qualify for health and welfare benefits and the Company shall not be required to pay contributions on their behalf.

SECTION 3 – MAINTENANCE OF BENEFITS

[No change]

SECTION 4 — VOLUNTARY EMPLOYEE BENEFIT ASSOCIATION

~~It is agreed that should the Oregon Teamster Employers 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.~~

(A) The Company shall execute any necessary documents provided by the Joint Council 37 Union Negotiating Committee to establish the Healthcare Reimbursement

Arrangement (HRA) at the Oregon Teamster Employers Trust (OTET) for Company employees. The purpose of the HRA is to reduce the out of pocket medical, dental and vision expenses under the health and welfare programs offered by OTET.

(B) Contributions shall be paid by the Company to OTET and the HRA on account of each full-time employee of the bargaining unit for which compensation was paid (all compensable hours up to a maximum of 2,080 hours per calendar year), at the rate of seventy cents (\$0.70) per hour effective August 1, 2023, and in future amounts each January 1st thereafter in accordance with this section.

Contributions to the HRA will be allocated as determined by the Joint Council 37 Union Negotiating Committee and as provided for in Article 34 of the National Master UPS Agreement. Any available health and welfare contribution rate increases in each year of the contract that are not required by the Trustees of the Oregon Teamster Employers Trust to be utilized for maintenance of benefits under Article 34 of the National Master and Section 3 above, may be allocated to the HRA as determined by the Joint Council 37 Union Negotiating Committee. The parties acknowledge that the availability of monies for purposes of the HRA is dependent upon the final terms of Article 34 of the NMA, which has not yet been negotiated.

(C) The Company shall remit contributions to the OTET HRA by the 15th day of each calendar month for all hours compensated in the previous month.

(D) Any costs associated with administering the HRA will be deducted on a monthly individual account basis as determined by OTET.

SECTION 5 – OTET UPS RETIREES SUBSIDY FUND

(A)

[No change]

(B) Contributions shall be paid by the Company to the Oregon Teamster Employers Trust UPS Retirees Subsidy Fund on account of each full-time employee of the bargaining unit for which compensation was paid (all compensable hours up to a maximum of **two thousand and eighty (2,080)** hours per calendar year) in amounts to be determined each year in accordance with this ~~s~~Section.

Contributions to the UPS Retirees Subsidy Fund will be reallocated as determined by the Joint Council 37 Union Negotiating Committee and as provided for in Article 34 of the National Master UPS Agreement. Any health and welfare contributions in each year of the contract that are not required by the Trustees of the Oregon Teamster Employers Trust to be utilized for maintenance of benefits under Article 34 of the National Master **UPS Agreement** and Section 3 above, shall be allocated to the UPS Retirees Subsidy Fund as determined by the Joint Council 37 Union Negotiating Committee. The Joint Council 37 Union Negotiating Committee is authorized to reallocate any portion of an hourly pension increase to the UPS Retirees

Subsidy Fund. If any portion of the Article 34 increase is allocated to the Subsidy Fund in any contract year, then UPS' total increase in cost cannot exceed **the amount available as a contribution pursuant to Article 34 of the National Master UPS Agreement.** ~~one-dollar (\$1.00).~~ The Union shall not be allowed to allocate monies to the Subsidy Fund ahead of the Pension fund if the latter becomes subject to a Rehabilitation or Funding Improvement Plan. ***As of December 1, 2022, the hourly contribution rate to the UPS Retirees Subsidy Fund is two dollars and fifty cents (\$2.50)**

(C) through (E)

[No change]

ARTICLE 9 WORKERS' COMPENSATION

[No change]

ARTICLE 10 SICK LEAVE

SECTION 1 – SICK LEAVE ACCRUAL AND UTILIZATION

(A) through (E)

[No change]

(F) An employee who is unable to work due to an off-the-job injury or illness, or their designee, shall notify the Company of their status regarding ability to return to employment once every two (2) months from the date their leave begins. No employee shall be disciplined for non-compliance of this Section.

~~(F)~~**(G)** 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.

SECTION 2 – PAYMENT FOR UNUSED SICK DAYS

(A)

[No change]

(B) Each year any employee with more than ~~240~~ **two hundred (200)** hours accumulated sick leave may choose to be compensated for any or all hours in excess of ~~240~~ **two hundred (200)**. Employees choosing such compensation shall inform the Company in writing prior to July 1st in

the year in which compensation is requested. The hourly rate of pay for such excess hours shall be the rate in effect as of July 31st of that year. The check will be issued no later than the second (2nd) pay period following August 1st of that year. Employees shall have the option of rolling the entire pre-tax amount into their UPS 401(k) Plan.

(C)

[No change]

(D) Employees who have ~~240~~ two hundred (200) or more hours in their sick leave bank upon termination shall be paid for all unused sick leave.

(E) Employees who terminate with more than ~~120~~ one hundred (100) hours in their sick leave bank shall receive one-half (1/2) of their unused sick leave.

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 two thousand and eighty (2080) hours per calendar year.

August 1, 2017 \$12.18

August 1, 2022 \$13.84 Per Hour

Additional contributions to pension will be made in accordance with Article 34 of the 2023-2028 National Master UPS Agreement, to the extent available pursuant to Article 34.

(B)

[No change]

SECTION 2 – PROGRAM FOR ENHANCED EARLY RETIREMENT (PEER)

[No change]

SECTION 3 – NO MODIFICATION

[No change]

SECTION 4 – PROBATIONARY PERIOD

[No change]

**ARTICLE 12
TEAMSTERS LEGAL SERVICES TRUST FUND**

(A) through (B)

[No change]

(C) Effective August 1, 2018 (on August 2018 hours), and in every successive calendar month going forward of this Agreement, the Company shall contribute five cents (\$0.05) per hour on behalf of each full-time bargaining unit employee to the OTET UPS Retirees Subsidy Fund outlined in Article 8 Section 5 of the JC37 Package Rider. This contribution comes from a reallocation from the Teamsters Legal Services Trust Fund. This hourly contribution to the OTET UPS Retirees Subsidy Fund is over and above the negotiated monies and provisions contained in Article 34 of the National Master UPS Agreement and Article 8 Section 5 of the Joint Council 37 Package Rider, and shall not diminish in any way what shall be available to the Joint Council 37 Union Negotiating Committee under Article 34 of the National Master UPS Agreement, **to the extent available pursuant to Article 34.**

**ARTICLE 13
HOLIDAYS**

SECTION 1 – NAMED HOLIDAYS

The following days shall be considered as holidays:

- January 1
- Martin Luther King Jr. Day**
- Memorial Day
- July 4
- Labor Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Day
- December 31
- Personal Holiday One
- Personal Holiday Two
- Personal Holiday Three
- Personal Holiday Four
- Optional Personal Holiday (Paid from sick bank)

SECTION 2 – ELIGIBILITY AND HOLIDAY PAY

[No change]

SECTION 3 – PERSONAL HOLIDAY OPTIONS

[No change]

SECTION 4 – COMBINATION WEEK PAYMENT

[No change]

SECTION 5 – SELECTION OF PERSONAL HOLIDAYS

(A)

[No change]

(B) In package and feeder operations, the following minimum number of employees shall be allowed off in each operation per day for their Optional Personal Holiday:

1-29	Employees on roll	1
30-60	Employees on roll	2
61-90	Employees on roll	3
91-120	Employees on roll	4
121-150	Employees on roll	5
<u>151+200</u>	Employees on roll	6
<u>201+</u>	<u>Employees on roll</u>	<u>7</u>

SECTION 6 – ADVANCE OR DELAY OF HOLIDAY

[No change]

**ARTICLE 14
VACATIONS**

SECTION 1 – VACATION ACCRUAL

[No change]

SECTION 2 – PAYMENT UPON TERMINATION

[No change]

SECTION 3 – VACATION OPTIONS

[No change]

SECTION 4 – VACATION PAY

[No change]

SECTION 5 – VACATION PERIOD AND SELECTION PROCEDURE

(A) The vacation period will be from January 1st, to December 31st, exclusive of the period ~~December 1-25th each year~~ Sunday following Thanksgiving through December 25th. If December 25th falls on a Sunday or a Monday, that week shall be part of the normal vacation selection process.

(B) through (D)

[No change]

SECTION 6 – HOLIDAY DURING VACATION

[No change]

SECTION 7 – UNEMPLOYMENT COMPENSATION

[No change]

**ARTICLE 15
DISCHARGE OR SUSPENSION/GRIEVANCE SETTLEMENT OF DISPUTES**

[No change]

**ARTICLE 16
NO DISCRIMINATION**

[No change]

**ARTICLE 17
EQUIPMENT SALE**

[No change]

**ARTICLE 18
INSPECTION PRIVILEGES**

[No change]

~~**ARTICLE 19
FULL-TIME COMBINATION 22.4 EMPLOYEES**~~

~~The following only applies to areas with weekend ground delivery Operations:~~

~~(A) Workday Workweek and Daily guarantee. See Article 22.4 of the National Master UPS Agreement.~~

~~(B) Start Times: 22.4 combination employee start times shall be posted on the prior Friday of the week for which the starting times shall be effective. Posted start times will include the Center and/or Operation where the employee is scheduled to report.~~

~~(C) Multi-center Buildings: 22.4 combination employees working in a multi-center building will be on a separate building seniority list but will be assigned by center according to their bid.~~

~~(D) Dispatch in a Package Center: 22.4 combination employees are dispatched with driving work after all bid and unassigned regular package car drivers ("RPCD") have been dispatched and offered the work. Seniority and area knowledge will then prevail.~~

~~(E) Extra Driving Work. 22.4 combination employees will not be offered extra driving work, including scheduled days off and holidays, until all RPCD's have first been offered the work. 22.4 combination employees will be forced to perform extra work prior to forcing RPCD's.~~

~~(F) 22.4 combination employees will not be allowed to perform feeder shifting work, unless otherwise mutually agreed to between the Company and the Local Union.~~

~~(G) The Company and the Union agree that there may be unforeseen 22.4 issues, if and when these jobs are implemented in Joint Council 37, that may need to be addressed during the term of the Labor Agreements. The Joint Council 37 Chair will be notified of said unforeseen issues and be party to the discussions and settlement on said issues. The Joint Council 37 Chair will get input from all Local Unions signatory to this Rider. The Company will then meet with the Joint Council 37 Chair and the affected Local Union to attempt resolution. The intent of this provision is not intended to modify what has been negotiated under the National Master. This provision is intended to address local issues and how this Rider will be applied to those issues.~~

~~(H)RPCD's may sign the 22.4 combination jobs promotion list pursuant to Article 1 Section 5 (A) of the Sort Rider, using their Company seniority for placement on that list.~~

~~(I) Article 6, Section 5, and Article 7 of the Western Region Supplemental Agreement shall apply to all part-time employees who are awarded a 22.4 job.~~

~~(J) RPCD's working a Monday through Friday schedule, shall be guaranteed five consecutive days of eight (8) consecutive hours per report and forty (40) straight time hours of straight time pay each week, if reporting each day as scheduled, as long as work is available.~~

~~(K) A 22.4 employee who is promoted to a RPCD job shall not have to go through another training and trial period under Article 6, Section 5 of the WRSA.~~

~~(L) All 22.4 combination employees will select their Optional Holidays Tuesday through Friday after all RPCD's have selected their Optional Holidays. All 22.4 combination employees will~~

select their Optional Holidays on Saturday's or Sunday's based on the minimum numbers off outlined in Article 13 Section 5 (B) of the Joint Council 37 Package Rider.

~~(M) All 22.4 combination employees will select their Vacation within their assigned Center after the RPCD's vacation selection process has concluded per Article 14 of the Joint Council 37 Package Rider. The number of RPCD's allowed off per week is determined by the well-established formula and shall not be impacted by the 22.4 vacation weekly allotment. The 22.4 vacation selection process will then begin on Tuesday of the first full week of December and shall conclude no later than the following Tuesday. The number of 22.4's allowed off per week is determined by the same formula for RPCD's. No more than 10% of 22.4's can be off on vacation on any given week. Any remaining weeks over the 10% will be available on the vacation selection calendar in other weeks determined by the Company.~~

ARTICLE ~~20~~19
DURATION

(A) This Rider shall be in full force and effect from August 1, 2018~~23~~ through July 31, 2023~~28~~.

**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, 483, and 670, ~~962, and Local 483 Boise, Idaho~~

For the period of

August 1, 2018~~23~~ through July 31, 2023~~28~~

**ARTICLE 1
PART-TIME EMPLOYEES**

SECTION 1 – WORKDAY / WORKWEEK

[No change]

SECTION 2 – PAY RATE FOR JOB PERFORMED

(A) Regular 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-half (1/2) hour in any one **(1)** tour of duty, ~~he~~ **they** shall receive the higher rate for all work performed during that tour of duty ~~except that if a loader/unloader works any time as a sorter, such employee shall receive the sorter scale for the entire shift.~~

(B) through (D)

[No change]

SECTION 3 – OVERTIME

[No change]

SECTION 4 – PART-TIME BENEFITS

[No change]

SECTION 5 – PART-TIME TO FULL-TIME

(A) Each October the Ceompany will post new sign-up lists in each building for a thirty (30) day period in which ~~P~~part-~~T~~time employees may choose to indicate their desire for ~~F~~full-~~T~~time work. There shall be three (3) sign up lists: one **(1)** for package driving; one **(1)** for **feeder** **(pursuant to Article 2, Section I of the JC 37 Package Rider);**~~22.4 combination jobs~~ and one **(1)** for full-time inside jobs. The employee shall have the right to sign **one (1), two (2) or all three (3)** lists. From these lists the ~~e~~Employer shall offer in seniority order to the employees an opportunity to become a ~~F~~full-~~T~~time ~~P~~package ~~D~~driver ~~a full-time 22.4 combination~~ ~~employee~~ or a ~~F~~full-~~T~~time ~~I~~inside employee from January through December the following year. In April of each year the same list shall be posted for any employee who wishes to have their name dove-tailed to the current year lists to be effective June 1st. The Company will post emergency sign-up lists after exhausting the regular sign-up lists outside the regular posting periods.

(B) through (E)

[No change]

(F) Part-time employees within the jurisdiction of Local 162 that have submitted for full-time driving shall be placed on one (1) master list for part-time to full-time package driving positions, ~~full-time 22.4 combination jobs~~ and/or full-time inside jobs. Those employees shall

have the right to select package driver openings, ~~22.4 combination jobs~~ and/or full-time inside jobs from any facility within the jurisdiction of Local 162 as those openings occur.

(G) The purpose of this sub-section is to address pre-seniority package drivers and ~~pre-seniority 22.4 combination employees~~ and their ability to perform part-time work if they are laid off in the package Center, during their probationary training and trial period in the Center.

(G) 1 through 5

[No change]

(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 first to qualified existing part-time employees and qualified existing full-time combination employees in seniority order that possess a valid Class A CDL. Part-time and full-time combination employees shall then be given the opportunity to fill feeder full-time jobs before hiring from outside. To be qualified, an employee must have previously been trained as an air driver, feeder shifter, ~~22.4 combination driver~~ or car parker. Employees shall be paid in accordance ~~to~~ **with** Article 2 Section 1 (G) of the JC 37 Package Rider for the non-productive time spent in feeder school. 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. Part-time employees in a back-up feeder position shall be paid in accordance with the progression schedule contained in Article 41 Section 2 (~~e~~**C**) of the National Master **UPS Agreement**. A part-time employee making more than the progression will be red-circled until such time as the calculated progression rate exceeds that rate. A part-time employee who gains feeder seniority and full-time status will maintain their Article 41 progression status and not have to go through another progression.

(I)

[No change]

SECTION 6 – DELAYED START TIME

[No change]

SECTION 7 – PART-TIME EMPLOYEE REST PERIOD

[No change]

SECTION 8 – PEAK SEASON HELPERS

(A) through (B)

[No change]

(C) From November 15th through December 31st, regular part-time employees may be used as helpers solely at the discretion of management, and if so used, shall receive \$13.00 ~~(thirteen) dollars~~ **fifteen dollars and fifty cents (\$15.50)** per hour.

(D)

[No change]

(E) From January 1st to ~~January 15~~ **through the Saturday of the second full week in January**, regular part-time employees shall be offered helper work in seniority order at their current rate of pay or eighteen **dollars** (\$18.00) per hour, whichever is greater. Additionally, inside helpers may be used outside the helper period cited above under the following conditions: 1. With a minimum of seven (7) days written notification to the Local Union a Center may use inside helpers for a five (5) consecutive day period in a calendar year. 2. With notification to the Local Union a Center may use inside helpers for an additional five (5) individual days in a calendar year. Under no circumstance will the use of helpers, under these provisions, exceed ten (10) days in a calendar year outside the helper period from November 15th through **the Saturday of the second full week in** January ~~15~~. 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 15th through December 31st as outlined above.

SECTION 9 – SHOW-UP PAY

[No change]

SECTION 10 – PART-TIME OPENINGS

[No change]

ARTICLE 2 SENIORITY

SECTION 1 – SENIORITY LISTS

(A) through (D)

[No change]

(E) Effective ~~upon ratification~~ **August 1st, 2018**, the following shall be used to determine the seniority order for placement of newly hired and transferred employees on a seniority list as a tie-breaker only:

1. First **(1st)** day worked in Local Union's jurisdiction.

2. Alphabetical order. Last name first (1st). First name second (2nd). Middle name third (3rd).

SECTION 2 – LAYOFF AND RECALL

[No change]

SECTION 3 – EXTRA WORK

(A) through (C)

[No change]

(D) 1 through 2

[No change]

(D)

(3) If there is no established local practice, the following shall apply with regard to inside work. Within each building, each operation will maintain appropriate list(s), by seniority, of those part-time employees requesting coverage work. It will be the employees' responsibility to sign-up on the appropriate list. The Company shall post such lists and employees who are interested in adding their names to the lists shall do so on the first (1st) working day of each month. It will be the employee's responsibility to make sure ~~his~~ **their** contact information is correct. Employees who are unavailable to work on three (3) separate occasions within a calendar month shall have their names removed from the coverage list. Those employees shall be eligible to re-sign the list the following month. When coverage work is available, the Company will use the appropriate list to fill the required positions, and such employees will work as assigned. The employee must be qualified for the available work and double shift employees shall have seniority among themselves. Local call verification practices and procedures shall remain in place. Nothing contained in this section shall change existing practices or procedures covering full-time work. **By mutual agreement, the Company may implement technological advancements in the way employee's sign-up for and are offered extra work. A request will not arbitrarily be denied. This section is not intended to supersede any local extra work agreement/practice.**

SECTION 4 – ABILITY TO TRANSFER

Any part-time bargaining unit employee, covered by this ~~a~~**A**greement, ~~and a member of a Local Union within the State of Oregon~~ shall be eligible to transfer to any other location **covered by the JC37 Sort Rider.** ~~Within the State of Oregon. Any bargaining unit employee, other than full time package and feeder drivers, covered by this agreement and a member of Local 483 shall be eligible to transfer to any other location within that Local's jurisdiction.~~ Transfers shall be made in accordance with the following:

(A) through (F)

[No change]

ARTICLE 3 WAGES

SECTION 1 – WAGES

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

	Preloader/Sorter	Loader/Unloader
8/1/2018 23	37.06 <u>45.91</u>	35.90 <u>44.75</u>
8/1/2019 24	37.81 <u>46.66</u>	36.65 <u>45.50</u>
8/1/2020 25	38.61 <u>47.41</u>	37.45 <u>46.25</u>
8/1/2021 26	39.51 <u>48.41</u>	38.35 <u>47.25</u>
8/1/2022 27	40.51 <u>50.66</u>	39.35 <u>49.50</u>

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

SECTION 2 – CLAIM FOR PAYROLL SHORTAGE OR OVERAGE

[No change]

SECTION 3 – AIRPORT BADGING

[No change]

SECTION 4

[No change]

SECTION 5

[No change]

ARTICLE 4 HEALTH AND WELFARE

[No change]

ARTICLE 5 WORKERS' COMPENSATION

[No change]

**ARTICLE 6
SICK LEAVE**

SECTION 1 – SICK LEAVE ACCRUAL AND UTILIZATION

(A) through (E)

[No change]

(F) An employee who is unable to work due to an off-the-job injury or illness, or their designee, shall notify the Company of their status regarding ability to return to employment once every two (2) months from the date their leave begins. No employee shall be disciplined for non-compliance of this section.

(G) 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.

SECTION 2 – PAYMENT FOR UNUSED SICK DAYS

(A)

[No change]

(B) Each year any employee with more than ~~120~~ **one hundred (100)** hours accumulated sick leave may choose to be compensated for any or all hours in excess of ~~120~~ **one hundred (100)**. Employees choosing such compensation shall inform the Company in writing prior to July 1st in the year in which compensation is requested. The hourly rate of pay for such excess hours shall be the rate in effect as of July 31st of that year. The check will be issued no later than the second (**2nd**) pay period following August 1st of that year. Employees shall have the option of rolling the entire pre-tax amount into their UPS 401K Plan.

(C)

[No change]

(D) Employees who have ~~120~~ **one hundred (100)** or more hours in their sick leave bank upon termination shall be paid for all unused sick pay.

(E) Employees who terminate with more than ~~60~~ **fifty (50)** hours in their sick leave bank shall receive one-half (1/2) of their unused sick leave.

~~(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 of 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.~~

SECTION 3 – WORKERS’ COMPENSATION / SICK LEAVE COORDINATION

[No change]

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 **two thousand eighty (2080)** hours per calendar year.

~~August 1, 2017~~ ~~—————~~ ~~\$10.28~~ **August 1, 2022** **\$12.03 Per Hour**

**Upon ratification, the rate will increase \$0.25 per hour, effective August 1st, 2023.*

Additional increases to hourly pension contributions per Article 34 of the ~~2018-2023~~ **2023-2028** National Master UPS Agreement, **to the extent available pursuant to Article 34.**

(B)

[No change]

SECTION 2 – PROGRAM FOR ENHANCED EARLY RETIREMENT (PEER)

[No change]

SECTION 3 – NO MODIFICATION

[No change]

SECTION 4

[No change]

ARTICLE 8 PACIFIC COAST BENEFITS TRUST

[No change]

**ARTICLE 9
TEAMSTERS LEGAL SERVICES TRUST FUND**

[No change]

**ARTICLE 10
HOLIDAYS**

SECTION 1 – NAMED HOLIDAYS

The following days shall be considered as holidays:

- January 1
- Martin Luther King Jr. Day**
- Memorial Day
- July 4
- Labor Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Day
- December 31
- Personal Holiday One
- Personal Holiday Two
- Personal Holiday Three
- Personal Holiday Four
- Optional Personal Holiday (Paid from sick bank)

SECTION 2 – ELIGIBILITY AND HOLIDAY PAY

[No change]

SECTION 3 – PERSONAL HOLIDAY OPTIONS

[No change]

SECTION 4 – COMBINATION WEEK PAYMENT

[No change]

SECTION 5 – SELECTION OF PERSONAL HOLIDAYS

(A)

[No change]

(B) In inside operations the following minimum number of employees will be allowed off per day for their ~~optional~~ Personal ~~h~~Holiday in each operation:

1-30	Employees on roll	1
31-74	Employees on roll	2
75-149	Employees on roll	3
150-199	Employees on roll	4
200-249	Employees on roll	5
250+ 299	Employees on roll	6
<u>300+</u>	<u>Employees on roll</u>	<u>7</u>

SECTION 6 – ADVANCE OR DELAY OF HOLIDAY

[No change]

SECTION 7 – PAYMENT FOR HOLIDAYS

[No change]

ARTICLE 11 VACATIONS

SECTION 1 – VACATION ACCRUAL

[No change]

SECTION 2 – PAYMENT UPON TERMINATION

[No change]

SECTION 3 – VACATION OPTIONS

(A) Employees have the option of taking all vacation earned and receiving twenty-two and one half (~~20~~22 $\frac{1}{2}$) hours vacation pay for each week, or working and receiving pay for twenty-two and one half (~~20~~22 $\frac{1}{2}$) hours straight time in addition to hours worked, according to the following schedule.

(B)

[No change]

SECTION 4 – VACATION PAY

(A) Vacation pay for part-time employees shall be twenty-two and one-half (~~20~~22 $\frac{1}{2}$) straight time hours for each week of vacation accrued.

(B)

[No change]

SECTION 5 – VACATION PERIOD AND SELECTION PROCEDURE

(A) The vacation period will be from January 1st, to December 31st, exclusive of the ~~period~~ ~~December 1-25th each year~~ Sunday following Thanksgiving through December 25th. If December 25th falls on a Sunday or a Monday, that week shall be part of the normal vacation selection process.

(B) through (D)

[No change]

SECTION 6 – HOLIDAY DURING VACATION

[No change]

SECTION 7 – UNEMPLOYMENT COMPENSATION

[No change]

**ARTICLE 12
DISCHARGE OR SUSPENSION/GRIEVANCE SETTLEMENT OF DISPUTES**

[No change]

**ARTICLE 13
NO DISCRIMINATION**

[No change]

**ARTICLE 14
EQUIPMENT SALE**

[No change]

**ARTICLE 15
INSPECTION PRIVILEGES**

[No change]

**ARTICLE 16
DURATION**

This Rider shall be in full force and effect from August 1, 2018~~23~~ through July 31, 2023~~28~~.